

**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 E - Public Comments** is identified by the Mayor. The Mayor and Council will not normally allow audience participation at any other time.

**February 19, 2019**

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

**B. INVOCATION:** Pastor Stuart Bryan with Trinity Church

**C. PLEDGE OF ALLEGIANCE**

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

**E. 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.)

**F. PRESENTATIONS:**

1. ignite cda Annual Report

**Presented by Tony Berns, Executive Director**

2. ACEC Award for Seltice Way

**Presented by Matt Gillis, Principal, Welch Comer, Inc.**

**G. ANNOUNCEMENTS**

1. City Council
2. Mayor

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

**H. 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 February 5, 2019 Council Meetings.
2. Approval of Minutes for the February 11, 2019 Public Works Committee Meeting.
3. Approval of Bills as Submitted.
4. Approval of Financial Report.
5. Setting of General Services and Public Works Committees meetings for Monday, February 25, 2019 at 12:00 noon and 4:00 p.m. respectively.
6. Setting a Public Hearing for March 5, 2019: V-19-01 – Vacation of a Portion of 5th Place Right-of-Way Adjoining the East Boundary of Lots 1 – 6, Block 1, Reid's Subdivision of Block 33 in the City of Coeur d'Alene
7. Approval of SS-18-14c, Final Plat for The City Lofts First Amendment

**As Recommended by the City Engineer**

**8. Resolution No. 19-006 –**

- a. Approval of SS-18-17, Bellerive Centennial Trail Riverfront Addition: Subdivision Improvement Agreement, Final Plat, and security

**As Recommended by the City Engineer**

- b. Ratification of the Sales Agreement with Western States, CAT for the lease of a 2018 Caterpillar 930M Wheel Loader

**Pursuant to Purchasing Policy (budgeted item)**

- c. Approval of a Contract with Specialty Pump Service, Inc. for the Locust Well Pump Rehabilitation Project in an amount not to exceed \$90,000.
- d. Approval of a Contract with National Native American Construction Inc. (NNAC) for the 2019 Compost Facility Improvements Project in the amount of \$636,900.
- e. Approval of funding for 10 additional hours of employment for the Community Development Block Grant Specialist Position, in the amount of \$14,113.

**As Recommend by the Public Works Committee**

**I. OTHER BUSINESS:**

1. A-2-18: A proposed annexation of 2.50 acres from Agricultural Suburban to R-1 zoning district, being tax parcel #4952, E. Fernan Rd.

**Pursuant to Council Action on December 18, 2018**

- a. **Resolution No. 19-007** – Annexation Agreement with Dave and Yvonne Palmer for the annexation of 2.50 acres, being tax parcel #4952, E. Fernan Hill Rd., zoning from Agricultural Suburban to R-1 zoning district.
- b. **Council Bill No. 19-1002** – Ordinance approving the Annexation of 2.50 acres, being tax parcel #4952, E. Fernan Hill Rd., zoning from Agricultural Suburban to R-1 zoning district.

## 2. Midtown Parking Plan Update

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

**J. EXECUTIVE SESSION:** *Pursuant to Idaho Code 74-206 (d) to consider records that are exempt from disclosure as provided in chapter 1, title 74, Idaho Code, (f) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated, and (i) to engage in communications with a representative of the public agency's risk manager or insurance provider to discuss the adjustment of a pending claim or prevention of a claim imminently likely to be filed.*

## **K. ADJOURNMENT**

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

# Coeur d'Alene

## CITY COUNCIL MEETING

*February 19, 2019*

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**MEMBERS OF THE CITY COUNCIL:**

**Steve Widmyer, Mayor**

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



# PRESENTATIONS



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

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

**Re: ignite cda 2018 Annual Report**

In accordance with annual reporting provisions of the Idaho code (Title 50, Chapter 20), we are pleased to present the following report for the Coeur d'Alene Urban Renewal Agency, dba ignite cda ("Agency"), activities for the period January 1, 2018 through December 31, 2018. Included in this packet is a fiscal year-end 2018 financial statement setting forth the Agency's assets, liabilities, income and operating expenses.

### **2018 Overview**

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

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

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

## **ignite cda Strategic (long-term) Goal Foci**

(goals are listed in no specific order of importance)

### ➤ **Education:**

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

### ➤ **Job Creation & Retention**

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

### ➤ **Housing:**

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

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

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

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

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

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

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



### Ignite cda Board Transitions

The ignite cda board had a longtime, dedicated commissioner retire in 2018: Deanna Goodlander. Mrs. Goodlander served on the ignite cda board from December 2000 through December 2018.



Mrs. Goodlander helped the community achieve great success on many fronts including: economic (including job creation and job retention), quality of life and sense of place. Mrs. Goodlander brought both a strong business skill set to the board and insights as to City issues derived from her years of service as a City of CDA councilwoman. The Agency heavily relied on Mrs. Goodlander's insights for many strategic decisions over the years, helping to leverage public funds with private equity to create immense value for the community. Coeur d'Alene is a better place because of her public service.

The ignite cda board welcomed Brinnon Mandel to the board. Mrs. Mandel brings a diverse talent set to the board; ignite cda is fortunate to have a community member of this caliber serving on the board.



## **Ignite cda Board Membership**

### **Leadership**

Scott Hoskins, Chair

Alivia Metts, Vice Chair

### **Members**

Alivia Metts

Dan English

Brad Jordan

Jim Chapkis

Sarah Garcia

Steve Widmyer

Mic Armon

Scott Hoskins

Brinnon Mandel

## **2018 Agency Update**

The Board's accomplishments in 2018 have produced a strong financial position as reflected in the attached financial statements.

Following are updates to key Agency initiatives:

### ▪ **Downtown Parking Facility**

In 2017, the Agency agreed to build a downtown structured parking facility on the half block of property owned jointly by the City of CDA and the Agency bounded by 3<sup>rd</sup> Street, 4<sup>th</sup> Street and Coeur d'Alene Avenue. The four and half level, 350 space, \$7.6 million parking garage structure was completed in November 2018.

### ▪ **Property Divestitures & Proposed Property Exchanges**

In 2018, the Agency completed the sale of the following surplus properties:

- Abandoned railroad right of way property located in the Riverstone area east of Beebe Boulevard.
- 301 Lakeside Avenue building/site.
- Eight of the ten lots in the N. Park Drive subdivision. This subdivision initiative involved the trade of the Agency's 515 W. Garden Avenue property for a portion of City owned property along N. Park Drive. The 515 W. Garden Avenue property was converted into public space as part of the Memorial Park project.

In 2018 the Agency transferred/gifted ownership of the following property to the City of CDA:

- Library "Jameson" property
- Downtown Parking Garage property:
  - 308 CDA Avenue
  - 213 4<sup>th</sup> Street
  - 214 3<sup>rd</sup> Street

In 2017, the Agency entered discussions with the City of CDA regarding the potential land exchange for Agency owned property located on Young Avenue (south of city hall) for City owned property located adjacent to Tilford Lane in the Riverstone area. The appraised value for the Agency's Young Avenue property is \$960,000. The property exchange discussion focused on the Agency being able to achieve an equitable net value

return following the acquisition and development of the City's Riverstone property. During 2018, the City withdrew its overture re. this potential trade initiative.

- **Atlas Mill Site Area**

In 2017, the Agency entered discussions with the City of CDA regarding the City's acquisition of a 47+/- acre portion of the former Stimson mill site property owned by a private individual. The 47-acre property, referred to as the Atlas Area, is located outside of the Agency's River & Lake Districts. In 2017 the City agreed to allow for the expansion of the River District's boundary to include a portion of the Atlas Area, and also agreed to the creation of a new urban renewal district named the Atlas District which would include a portion of the Atlas Area as well as the western section of the former Stimson mill site owned by Mr. Douglass. In 2018, the City agreed to also expand the Lake District to include the waterfront portion of the Atlas Area. In the spring of 2018, the City purchased the 47-acre Atlas Area. In December 2018, the City approved the boundary expansions of the Lake and River Districts, and the creation of the Atlas District. The Agency looks forward to partnering with the City and the community to create value via great public space and public/private partnerships.

- **Performing Arts Center Feasibility Study**

In 2017, the Agency asked CDA2030 to assist with recruiting a consultant team to perform a feasibility study re. a potential Performing Arts Center in CDA. Eleven consultant teams responded to the request for proposals; all proposals were reviewed by a CDA2030 committee. The CDA2030 committee recommended Chicago-based HVS Convention, Sports & Entertainment Facilities Consulting ("HVS") to the Agency's board to perform the market analysis and feasibility study. HVS completed the study in 2018, and the study conclusions were shared with the community. The next steps in the process are being led by City leadership via community engagement.

- **Four Corner Master Plan**

In 2017, the Agency agreed to partner with the City of CDA for the next phase of the Four Corner Master Plan initiative: Memorial Park. The Memorial Park project includes construction of public improvements (e.g. re-aligned Memorial Field, new bathrooms, play areas, sport courts, skatepark) in the area bounded by Northwest Boulevard, River Avenue and N. Park Drive. In addition to the public improvements, a 10-lot residential subdivision was created along N. Park Drive. By year end 2018, Memorial Park improvements were mostly completed, and 8 of the 10 N. Park Drive subdivision lots were sold by the Agency.

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

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



- **Collaborative Education Facility:** In 2016, the Agency originally agreed to \$2.5 million in partnership funding for this new facility on the HEC. Half of the funding commitment was budgeted for fiscal year 2017. However, commencement of the project was delayed until fiscal year 2018 with completion scheduled for April 2019. The Agency has revised its funding commitment to \$2.3 million due to a favorable bidding environment. Funding partners for this initiative include the Idaho State Permanent Building Fund, UI, NIC, LCSC and the Agency.
- **Midtown “Place Making”**  
In 2009, the Agency, in partnership with the City and Midtown stakeholders, completed the 4<sup>th</sup> Street reconstruction and place making initiative, which laid the foundation for the transformation of a deteriorated section of 4<sup>th</sup> street (Lakeside Avenue to Harrison Avenue) into a safer, pedestrian friendly, vibrant corridor.
  - In 2018, the Agency issued a new Request for Proposals (RFP) to developers for a project to be built on 0.53 acres of Agency owned property located at 813-823 N. 4<sup>th</sup> Street in the Midtown area. The Agency is looking to partner on a project that will create an active street environment, include some element of public space, and enhance the overall vitality of Midtown.
- **North Idaho Centennial Trail Foundation (NICTF) Partnership**  
*Background: In December of 2006, the Agency loaned funds to the NICTF to acquire a 5.25-mile section of abandoned Union Pacific (UP) railroad right of way, stretching from the Riverstone development, past the Kroc Community Center, ending at Meyer Road (“Prairie Trail”). The Prairie Trail asset was the collateral for the Agency loan. Via a land trade process, the following transactions were proposed:*
  - *Bureau of Land Management (BLM) would assume ownership and long-term management responsibility for the Prairie Trail pedestrian/biking corridor.*
  - *NICTF would gain ownership of the BLM-controlled Burlington Northern Santa Fe (BNSF) abandoned railroad right of way in downtown Coeur d’Alene along Northwest Boulevard.*
  - *The Agency would have the right to acquire the BNSF railroad right of way property from the NICTF.*

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

- **2018 Update:** The BLM’s BNSF asset is now part of the Four Corners Master Plan area to which the Agency in 2016 contributed \$1.6 million in partnership funding for the Mullan Road project component and an additional \$1.9 million during 2017/2018



in partnership funding for the next phase of the Four Corner Master Plan initiative: Memorial Park and the new skateboard park.

- **Urban Land Institute (ULI)**

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

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

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

- During 2018, new building construction continued in the Riverstone West Phase 2 area.

- **The Lake Apartments Project**

In 2016, the Agency conditionally approved The Lake Apartments Improvement Reimbursement Agreement (IRA) in an amount not to exceed \$568,750 for project related public improvements. The Lake Apartments project will create 40+ new quality rental apartments on a deteriorated site across the street from the CDA Public Library. Construction of The Lake Apartments began in late 2017 and continued during 2018.

- **The “Coeurllaborate” Project**

In 2016, the Agency conditionally approved the “Coeurllaborate” mix use project Improvement Reimbursement Agreement (IRA) in an amount not to exceed \$680,000 for project related public improvements. Components of the mix-use project include a 112 room Marriott Fairfield Inn & Suites, and commercial pads fronting Northwest Boulevard. Construction of the project was scheduled to begin in 2017. At the December 2018 board meeting, the ignite cda board decided to rescind the conditional IRA commitment to this project unless the developer pulled a building permit by December 31, 2018.

- **Seltice Way Revitalization / Reconstruction**

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

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

The Agency’s OPA involving the Riverstone West Phase 1 initiative continued in 2018. The Riverstone and Mill River OPAs have been retired. All three of these mix use

projects have reclaimed brown field sites along the Spokane River creating public space (in the form of new public parks), jobs, and live-work-recreate mix-use development amenities for the community.

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

During 2018, the Agency continued efforts to strengthen the economic viability of the downtown core via a partnership with the Downtown Association. The Agency Board approved a \$25,000 downtown event contract with the Downtown Association for their "Events" program (e.g. parades, Car d'Lane, Ironman, street fair).

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

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

➤ 2018 Update: the Agency completed it's \$70K funding commitment to this initiative.

- **Communications / Outreach**

The Agency continued its communication outreach efforts in 2018 primarily by utilizing the strength of the Agency's website ([www.ignitecda.org](http://www.ignitecda.org)). Additionally, the Agency continued its communication strategy by inviting stakeholders to Agency board meetings and continued outreach efforts to the Coeur d'Alene community through presentations, videos and visits with interested target audiences.

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

- **Key Partnerships**

During 2018, the Agency Board continued efforts to strengthen partnerships with key organizations and community stakeholders including: City of Coeur d'Alene, Kootenai County, Jobs Plus, Downtown Association, CDA Chamber of Commerce, Area & Regional Developers, Kootenai Health and Educational Institutions.

- **Lake District Strategic Property Portfolio**

The Agency has previously purchased certain real property as identified in Exhibit A to the annual report. The Agency intends to take advantage of these strategically located properties to achieve strategic goals within the Agency's Lake District. While some of these properties have been owned for more than three years, the Agency is committed to move forward with planned redevelopment initiatives in an expeditious manner subject

to market conditions and initiative timing. Since 2014, the Agency has divested properties that no longer serve a potential strategic use for the Agency.

### **Looking Forward to 2019 and Beyond**

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

### **Summary**

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

**Exhibit A**

**Year-End 2018**

**Lake District Strategic Property Portfolio**

720 E. Young Avenue
Young Avenue Lots
630 N. Park Drive (lot 1)
311 Lakeside Avenue
622 N. Park Drive (lot 3)
Tract A: N. Park Dr. (lot 1)
712 E. Young Avenue
813-821 N. 4th Street
839 3rd / 845 4 <sup>th</sup> St. Lots
823 N. 4th Street
RR r-o-w: west of Beebe

# **FINANCIAL STATEMENTS**

Audited

**Fiscal Year 2018 Year End Balance Sheet**

**&**

**Fiscal Year 2018 Year End Income Sheet**



## ignite cda

**GOVERNMENTAL FUNDS  
BALANCE SHEET  
September 30, 2018**

	<u>Lake District</u>	<u>River District</u>	<u>Total Governmental Funds</u>
<b>ASSETS</b>			
Cash and cash equivalents	\$ 6,585,009	\$ 4,106,920	\$ 10,691,929
Property taxes receivable	220,234	107,231	327,465
Tenant deposits	2,000	-	2,000
Restricted cash - bond reserve	621,658	-	621,658
Total assets	<u>\$ 7,428,901</u>	<u>\$ 4,214,151</u>	<u>\$ 11,643,052</u>
<b>LIABILITIES</b>			
Accounts payable	\$ 1,607,873	\$ 725,922	\$ 2,333,795
Accrued payroll and taxes	3,698	-	3,698
Due to other governments	131	106	237
Tenant deposits	2,000	-	2,000
Total liabilities	<u>1,613,702</u>	<u>726,028</u>	<u>2,339,730</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Unavailable revenue- property taxes	<u>186,980</u>	<u>88,941</u>	<u>275,921</u>
Total deferred inflows of resources	<u>186,980</u>	<u>88,941</u>	<u>275,921</u>
<b>FUND BALANCES</b>			
Restricted	<u>5,628,219</u>	<u>3,399,182</u>	<u>9,027,401</u>
Total fund balances	<u>5,628,219</u>	<u>3,399,182</u>	<u>9,027,401</u>
Total liabilities, deferred inflows of resources, and fund balances	<u>\$ 7,428,901</u>	<u>\$ 4,214,151</u>	<u>\$ 11,643,052</u>

**GOVERNMENTAL FUNDS**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES**  
**For the Year Ended September 30, 2018**

	Lake District	River District	Total Governmental Funds
<b>REVENUES</b>			
Tax increment revenue	\$ 4,551,911	\$ 1,364,191	\$ 5,916,102
Rental income	63,292	-	63,292
Miscellaneous income	150,037	-	150,037
Penalties and interest on past due property taxes	24,734	6,044	30,778
Interest earnings	6,579	3,779	10,358
Total revenues	<u>4,796,553</u>	<u>1,374,014</u>	<u>6,170,567</u>
<b>EXPENDITURES</b>			
Current:			
Arts	91,390	27,192	118,582
Communications	1,596	156	1,752
Dues and subscriptions	5,454	5,454	10,908
Insurance	2,794	2,794	5,588
Miscellaneous	240	241	481
Office overhead	3,499	3,500	6,999
Partnership initiatives	50,000	-	50,000
Professional services	135,259	177,915	313,174
Project reimbursements	87,195	511,846	599,041
Property management	69,721	-	69,721
Public improvements	1,947,393	1,837,007	3,784,400
Travel and meetings	3,228	3,228	6,456
Wages, benefits and payroll taxes	93,856	93,856	187,712
Debt service:			-
Interest	113,760	-	113,760
Principal payments	2,710,591	-	2,710,591
Capital outlay:			
General government	6,846,096	-	6,846,096
Total expenditures	<u>12,162,072</u>	<u>2,663,189</u>	<u>14,825,261</u>
<b>EXCESS/(DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES</b>	<u>(7,365,519)</u>	<u>(1,289,175)</u>	<u>(8,654,694)</u>
<b>OTHER FINANCING SOURCES</b>			
Proceeds from sale of assets	1,686,058	-	1,686,058
Proceeds from debt financing	5,450,000	-	5,450,000
Total other financing sources	<u>7,136,058</u>	<u>-</u>	<u>7,136,058</u>
<b>NET CHANGE IN FUND BALANCES</b>	(229,461)	(1,289,175)	(1,518,636)
<b>FUND BALANCES, beginning of year</b>	<u>5,857,680</u>	<u>4,688,357</u>	<u>10,546,037</u>
<b>FUND BALANCES, end of year</b>	<u>\$ 5,628,219</u>	<u>\$ 3,399,182</u>	<u>\$ 9,027,401</u>

# Seltice Way Revitalization ACEC Gold Award



## ACEC of Idaho - Engineering Excellence Award Competition

## 1st Place for Transportation Project

### SELTICE WAY REVITALIZATION

Coeur d'Alene, Idaho

**New Road, New Possibilities**  
As residential and commercial development began coming in on the once industrial Seltice Way corridor, providing safe transportation for all types of users and engineering traffic flow through the congested and dangerous intersections became a top priority to the City.

Intersection analysis revealed two-lane roundabouts as the right solution; these would be the first in the region and with innovation comes a resistance to change. Knowing this, a robust public education and outreach program was implemented, ultimately winning support.

The necessary existing roadway demolition was recognized as an opportunity for sustainable construction. Existing concrete was crushed and recycled as a base material for the new road, saving money and reducing environmental impacts.

Demand for multimodal transportation in the City has increased, and future development along the Seltice corridor will continue this trend. Buffered bike lanes, a separated shared use path, travel shelters with pull-outs and flashing pedestrian crossing beacons (2019) will provide safe access to all users: pedestrians, e-scooter performance cyclists, recreational cyclists, transit users, cars and trucks.

What was once a dangerous, boring industrial route is now a modern, sustainable, multimodal roadway serving one of the fastest growing areas of the City and providing a foundation for continued growth and economic development.



**ACEC**  
Engineering Excellence  
FIRST PLACE



**Intersection**  
To facilitate safe and efficient traffic flow in a rapidly growing area, we implemented the first two-lane roundabouts in the Inland Northwest.



**Travel Shelters**  
We removed all of the old steel-and-concrete from the existing road as base material for the new road, saving money and time and reducing environmental impact.



**Buffered Bike Lane**  
Trees that had to be removed were utilized in the first "tree" travel shelters.

**Contractor:** Welch-Comer Engineers  
Coeur d'Alene, Idaho

**Owner:** City of Coeur d'Alene  
Coeur d'Alene, Idaho

**Partner:** igniteCDA  
Coeur d'Alene, Idaho

**ACEC**  
Engineering Excellence













# Seltice & Atlas Intersection







# Thank you and Congratulations

## ANNOUNCEMENTS

## 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

FEBRUARY 5, 2019

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, February 5, 2019 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

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

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

**INVOCATION:** Pastor Wayne Foil with Hayden Bible Fellowship provided the invocation.

**PLEDGE OF ALLEGIANCE:** Councilmember McEvers led the Pledge of Allegiance.

**PUBLIC COMMENTS:**

Chet Gaede, Coeur d'Alene, spoke concerning the Rivers Edge Apartments public hearing being set for March 5, 2019 and believes there are many people against the project. He reminded the Council that they represent the entire community and should consider what is best for the City now and into the future. He reiterated how important it is for the community to gain access to the river.

Dave Passaro, Coeur d'Alene, noted that he has been a resident for approximately 8 years. He said that he would like the option to auto pay his utility bill and to receive an electronic bill, as this is the only bill he is not able to set up as auto pay. He explained that life is more inconsistent and it would be most convenient to pay automatically. He believes the solution is easy, as he talked with Boise, Eagle and Lewiston, who all say that they provide that service. Boise noted that they use a third party service and Eagle does it manually, with the ability to pay online with credit card. Lewiston does it all themselves through "lock box" at their bank. When he contacted each city, they all noted that they would be willing to work with the City of Coeur d'Alene. Mr. Passaro further commented that the post card-style bill gets lost many times, and that they stick together with neighbors' bills. He asked the Council to make this a priority. Councilmember Gookin concurred this is the only bill he writes a check for and he is a proponent of moving forward with this request. They have looked at the process and maybe



something will work with our system. Councilmember English said that he thinks it is a great idea and would be a proponent of payroll deduction for employee and Councilmember accounts.

Mike Kennedy, Coeur d'Alene, noted that he is the Vice President of local firm Intermax Networks and said that he was surprised to see the fiber optic cable line proposal on the agenda tonight. He encouraged the Council to delay any action. He noted that his firm has more than 100 buildings on fiber in the City and employs 45 families. While citywide fiber installation is a fascinating idea, it is also a very complicated idea. He believes there are many policy and political ramifications to this idea and urged Council to slow the idea down and develop a clear idea and policy as to why the City should be wading into the private sector where private industry is already engaged. Mr. Kennedy noted four things the Council should consider during the consideration of the proposal as follows: As a policy, has the Council made this a priority in the Comprehensive Plan and to subsidize it; Do the tax payers want the City involved in an industry as fast changing and complicated as telecommunication; Has the City reached out to all local agencies before engaging in negotiations with one company; and, If a company as cash rich as Google began and stumbled with a fiber-to-home project, why would we know more than they do? He requested that the City put this off until further review. He felt that if TDS Metrocom wants to get a franchise agreement as the local companies have, and then compete on a level field, he would welcome them.

Correen Stauffer, Coeur d'Alene, Director of Field Operations for Spectrum in Coeur d'Alene, said that she has worked in telecommunications for 40 years in this community. She feels it is important for the City to take time and ask many questions to decide what is best for the community. She would encourage the Council to do more due diligence before moving forward.

**PRESENTATION:** Municipal Services Director Renata McLeod presented the City's new public records management software GovQA. She noted that citizens could access the site through the City's Website ([www.cdaid.org](http://www.cdaid.org)) under the "I want to ..." tab. Citizens will be requested to register for an account and will be able to receive updates on the status of their requests. She commented that she believes this will be a very user-friendly and informative way to manage the public records requests for both staff and citizens.

#### **ANNOUNCEMENTS:**

Councilmember McEvers noted that County Commissioner Bill Brooks was in the booth this evening learning about broadcasting for future coverage of County meetings. He expressed excitement about future tapings of County meetings being broadcast on the CDATV Channel.

Councilmember English noted that he would be missing the next Council meeting, which should be his last day-job conflict, as he is retiring in June.

The Mayor requested the appointment of Peter Luttrupp to the Planning Commission and Sarah Garcia to the Arts Commission.

**MOTION:** Motion by Edinger, seconded by Evans, to appoint Peter Luttrupp to the Planning Commission and Sarah Garcia to the Arts Commission. **Motion carried.**

**CONSENT CALENDAR: Motion** by McEvers, seconded by Miller, to approve the Consent Calendar.

1. Approval of Council Minutes for the January 15, 2018 and January 17, 2019 Council Meetings.
2. Approval of Minutes for the January 22, 2019 Public Works Committee Meeting.
3. Approval of Bills as Submitted.
4. Setting of General Services and Public Works Committees meetings for Monday, February 11, 2019 at 12:00 noon and 4:00 p.m. respectively.
5. Setting a Public Hearing for March 5, 2019:
  - a. (Quasi-judicial) Appeal - LDPUD-1-18 and SP-11-18: Applicant: Rivers Edge Apartments, LLC Location: 3528 W. Seltice Way Request: A proposed Limited Design PUD "Rivers Edge and a proposed R-34 Density Request Special Use Permit on 25.92 acres.
  - b. (Legislative) ZC-4-18: Applicant: Rivers Edge Apartments, LLC; Location: 3528 W. Seltice Way Request: A proposed zone change from R-12 to C-17
6. Approval of a Cemetery Lot repurchase from Paula Ann Halstead; Niche F 20, Forest Cemetery
7. **RESOLUTION NO. 19-003-** A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE BELOW MENTIONED AGREEMENTS OF THE CITY OF COEUR D'ALENE INCLUDING: APPROVAL OF A COOPERATIVE AGREEMENT WITH THE IDAHO TRANSPORTATION DEPARTMENT FOR US 95 IMPROVEMENTS NEAR LACROSSE AVE; AND APPROVAL OF AN AGREEMENT FOR PROFESSIONAL SERVICES WITH J-U-B ENGINEERS, INC., FOR THE 2019 WASTEWATER COLLECTION SYSTEM CAPITAL IMPROVEMENT PROJECTS (CIP).

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

**APPROVAL OF AMENDED PLAT TO THE PARK DRIVE ADDITION, LOT 9  
BUILDING ENVELOPE MODIFICATION AND REDUCED FRONT YARD SETBACK.**

**STAFF REPORT:** Community Planning Director Hilary Anderson noted that this request is unusual and explained that the homeowners are requesting the amendment of the building envelope for their lot and have offered a donation into the Urban Forestry fund. She explained that the City worked with ignite cda (ignite) in establishing a building envelope when the lots owned by ignite were initially created prior to their sale. The intent was to conserve space, protect existing trees, and to determine where porches and such could encroach. The owners had an arborist inspect the tree who found lightning strike damage, and they received a recommendation to remove the tree due to potential liability. They talked to the City about what to do after the tree was removed and requested that they modify the building envelope to match the neighboring properties. Additionally, the owners understood the sensitivity of large tree removal within the City and offered the donation. After review of the site, staff made the determination to put a tree elsewhere.

**DISCUSSION:** Councilmember English noted that when it came before the Public Works Committee it was apparent that everyone operated in good faith and it just did not work out to keep the tree. He asked what the \$500 donation would buy in the way of a replacement tree. Urban Forester Nick Goodwin noted that they intend to find a different variety of oak tree and that with delivery and installation charges they could purchase a 4" diameter tree. Councilmember Miller clarified that the monetary donation has nothing to do with the property line movement.

**MOTION:** Motion by McEvers, seconded by English to approve an amended plat to the Park Drive Addition, Lot 9 Building Envelope Modification and Reduced Front Yard Setback.

**Motion carried.**

### **REQUEST FOR TDS METROCOM TO BUILD A FIBER OPTIC CABLE NETWORK.**

**STAFF REPORT:** City Attorney Mike Gridley noted that TDS Metrocom (TDS) brought this request forward to the City. They are a Wisconsin-based business and will present their request to the City directly this evening. Their request includes the benefit of providing a one-gigabyte high-speed internet fiber optic line throughout the City, and would inject some competition into the local services. They have requested that the City rebate up to \$1 Million from franchise fees collected in the future to help with project build out, which is an unusual request and would involve legal work to structure it.

TDS Corporate Vice President Drew Peterson noted that he has been in contact with staff since August and explained the benefits to the City of Coeur d'Alene to include potentially providing services to 23,000 households and a \$33 Million construction cost investment that would be completed before any remittance takes place. They are working toward the next construction season for a project start and have designs they would like to move forward. He noted that the business has been around for 50 years and has 2,600 employees. In 2013, they made a decision to grow larger and acquired companies, including cable companies, to be the fastest broadband company in the area. In regard to economic development, Mr. Peterson believes fiber makes a difference in a community. He described the City of Sun Prairie, Wisconsin, who was their first partner, and their desire to be a smart city. They thought it would take 12 years to complete fiber installation on their own; however, TDS was able to accomplish it within 16 months, with a 60% market share, and believes it became a tremendous community benefit. He noted that they have a planned \$60 Million investment in one community in Wisconsin scheduled for 2019. There is choice in Coeur d'Alene and a competitive environment is healthy for a community. He noted the speeds of operation they would be able to offer and that it could increase home value by as much as \$6,000. He felt that there is room in the residential market in Coeur d'Alene and explained that they would be able to offer 1 gigabyte of service, IP TV Services such as whole home DVR, wireless set top boxes, videos on demand, and voice over IP for commercial customers, and would provide local service and technicians and they intend to create jobs. They will be making a considerable investment in the community and are trying to come into this competitively and work with local partners. He noted that they will have competitive pricing, and will be receiving their state franchise soon. They wanted to partner with the community to ensure they go where the City wants them to go in the least cosmetically destructive way. Mr. Peterson explained that the \$1 Million investment, at the end of the fiber optic line installation, is

a small increment that demonstrates that the City team will be easy to work with, willing to sharing information regarding location of new subdivision, and expedite permitting. He explained that they have found that a partnership demonstrates that the City has “skin in the game” to make this project work. He stated that it generally takes them less than two years to complete the installation and noted that they are not wedded to the increment fee model and that are other methods such as tax abatement and tax increment that have been done in other areas. When they complete the network, their added customers will pay the franchise fees to the City, while Dish and Direct TV do not. The idea is that when the network is complete, TDS will remit the fees to the City and then they would receive half back. All of the research they have done has validated their belief that Coeur d’Alene is a place they would like to do business and they want to build a cluster in Idaho in the spring.

**DISCUSSION:** Councilmember Gookin asked how a rebate is allowed under Idaho Code. Mr. Gridley noted that the money comes into the General Fund and if the City determines it is important to the community and business, they can allocate fund accordingly. Additionally, franchise fees are not designated to go to any one specific thing, and can be spent as the City deems fit. Councilmember Gookin asked if the City could provide a grant to a business. Mr. Gridley clarified that it would have to have some community benefit. He noted that one way to look at the agreement would be to prepay for services we are going to get in the future and clarified that it needs to be for some benefit to the community, such as the Kroc Center. Councilmember McEvers asked if franchise agreements were supposed to be based on right-away usage. Mr. Gridley explained that there are statewide franchise agreements that require the company to pay a 5% fee to the City and requires them to be subject to City rules about street cuts and placements of structures. The unusual thing about this proposal is that TDS is asking for money back to help with the build-out costs of the project. Otherwise, they are entitled to say they have a statewide agreement and are going to build a network, and the City just gets to tell them the rules. Councilmember Evans asked how the City could ensure there is a level playing field with existing local providers and how they can be a part of this process. Mr. Gridley noted that TDS is the only company that has made a proposal. He noted that one idea would be for the City to put out a request for proposals under the same terms. Councilmember English noted that there is no precedent for this and believes there would have to be a very compelling reason to drive the City to do this and he does not feel that they have a compelling reason.

Councilmember Gookin noted that he looked into the Google Fiber project; however, the dynamic changes quickly in this industry, and he wonders if it is practical. He believes that if there were a technology to invest in, it would be wireless, not fiber, as there are fewer infrastructures needed. Councilmember McEvers wondered if it was the City’s place to be involved in this business. Councilmember Gookin noted that he believes the free market works and the community has a great selection to choose from and that this investment would need to be a part of the long range plan.

Councilmember McEvers thanked Mr. Peterson for the information and asked what will happen to the local companies. Mr. Peterson explained that he believes fiber has a tremendous amount of sizzle for business and citizens; and noted that TDS is the third or more company entering into the community. Serving residential customers is their strong suit and he is comfortable competing in that market, as choice benefits everyone. Mr. Peterson clarified that they want to

partner with the City to streamline access to rights-of-way. Councilmember Gookin noted that the \$1 Million remittance would give them an advantage, and asked if they have gone into any city where they have not received any fee in exchange. Mr. Peterson confirmed that they have and learned from that experience that if you go in to a community without a development agreement, they get to pick and choose what area they go into and they go to highest density areas first. They also found that permitting can be slow and citizens do not appreciate it when they do not have the same services in all areas and no control. It makes a huge difference when communities are engaged and working with new subdivisions, etc.

Councilmember Evans asked for clarification regarding the community dialog TDS has completed. Mr. Peterson noted that their dialog has been from a technology perspective and with national contractors and employment agencies to ensure the workforce is here. Councilmember English expressed concern regarding the appearance of a speedier permitting process and insider information where new subdivisions are coming in. Mr. Peterson clarified that the information they would be seeking is what area the new subdivision encompasses and the road movements, etc., such information as is publicly available building intelligence. Councilmember Miller expressed concern that the partnership agreement would be viewed as an endorsement of the TDS product and noted that it makes her feel uncomfortable. She questioned what would happen if this does not work and they do not get 60% of the market share. Mr. Peterson noted that the considerable investment is made on their behalf, and they take the risk that they may not get 60% of the market, but it is their intent to be successful here. They are a family-based company and have been building networks for 50 years with the goal of being a community partner. He clarified that they want to do everything to pre-sell neighborhood-by-neighborhood and build enthusiasm for their product. Mayor Widmyer noted that there is so much to learn and suggested the City create an ad hoc committee, to include a couple members of Council, to study further. Mr. Gridley agreed that an ad hoc committee would work. Mr. Peterson noted that TDS wants to move forward and be available to provide information to resolve concerns. Councilmember Gookin stated that his concern is not about services they want to provide, but it is the issue of giving a break on franchise fees to do business here, as he believe it gives them an unfair break over the existing providers.

**MOTION:** Motion by Gookin, seconded by English to direct staff to proceed with further negotiations with TDS, without the development agreement rebate, to provide equitability to existing providers in the community.

**CONTINUED DISCUSSION:** Councilmember Gookin reiterated that he believes the break in franchise fees is unfair. Councilmember English noted that out of all priorities expressed to him from the community, this need has not been brought to his attention. Councilmember Edinger agreed that the City should have a committee and Councilmember Gookin should be a member of that group, including Mr. Tymesen and other company representatives. Mr. Peterson noted that he is more than willing to continue to answer questions and outline the benefits in the development agreement regarding investments to be made and contributions to the community, and most importantly that they continue to have a forward momentum with a date certain, as they want to start construction in the spring. Councilmember Gookin reiterated that government should not be involved in private competition. Councilmember Edinger said he would like to let

other companies have a say on the subject. Councilmember McEvers noted that the state level franchise negotiations leave out the local level.

**Motion carried.**

**Second MOTION:** Motion by Gookin, seconded by Edinger to direct staff to create a committee to study the issue of fiber optic networks in the community. **Motion Carried.**

**DISCUSSION:** Councilmember Miller would like to include a committee review of where this comes in the Comprehensive Plan, if 2030 has this in their plan, and where the community economic development council stands on the issue.

**Second Motion Carried.**

**A-4-18: ANNEXATION OF A 4.99 ACRE PARCEL, LOCATED ON THE EAST SIDE OF RAMSEY ROAD AND SOUTH OF PRAIRIE AVENUE, FROM AG-SUBURBAN TO R-1. PURSUANT TO COUNCIL ACTION ON DECEMBER 18, 2018**

#### **RESOLUTION NO. 19-004**

**A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING AN ANNEXATION AGREEMENT WITH RAMSEY ROAD BAPTIST CHURCH, INC., AN IDAHO NON-PROFIT CORPORATION.**

**MOTION:** Motion by McEvers, seconded by Edinger to approve the **Resolution No. 19-004**, annexation agreement with Ramsey Road Baptist Church, Inc. for annexation of 4.99 acre parcel, located on the east side of Ramsey Road and South of Prairie Avenue, from AG-Suburban to R-1.

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

#### **COUNCIL BILL NO. 19-1001**

**AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 26, TOWNSHIP 51, NORTH, RANGE 4W, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.**

**MOTION:** Motion by McEvers, seconded by Miller, to dispense with the rule and read **Council Bill No. 19-1001** once by title only.

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

**MOTION:** Motion by McEvers, seconded by Miller, to adopt **Council Bill 19-1001.**

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

**RECESS:** Mayor Widmyer called for a 7-minute recess at 7:46 p.m. The meeting resumed at 7:56 p.m.

**(LEGISLATIVE PUBLIC HEARING) PUBLIC COMMENTS FOR THE CDBG ANNUAL ACTION PLAN FOR PY2019**

**STAFF REPORT:** CDBG Specialist Michelle Cushing provided a brief history of the Community Development Block Grant funding. She highlighted the eligible activities that can be funded through this program and reiterated the importance of using the six goals established in the five-year plan to justify expenditures. She noted that the City has received approximately \$3.3 Million in CDBG funding that was leveraged over the past 11 years. She verified that the city met and exceeded the citizen participation plan requirements and received many ideas from the citizens who attended the community forum. She explained that the proposed budget is based on this year's allocation, as 2019 funding has not been provided by HUD yet; however, the plan year does start April 1, 2019. The budget proposal includes 5% toward sidewalks; 2% toward Lake City Center funding, 16% toward the emergency minor home repair program, 58% toward community grants and 20% toward administration.

Mayor Widmyer called for public comments, with none being heard, public comment was closed.

**MOTION:** Motion by McEvers, seconded by Gookin to approve the Community Development Block Grant Annual Action plan for Plan Year 2019. **Motion carried.**

**(LEGISLATIVE PUBLIC HEARING) A-2-18: A PROPOSED ANNEXATION OF 2.50 ACRE ANNEXATION FROM AGRICULTURAL SUBURBAN TO R-1 ZONING DISTRICT, LOCATED AT 3655 E. FERNAN HILL RD AND 4151 E. FERNAN HILL RD, FRONTING THE NORTH SIDE OF N. FERNAN HILL RD, BEING TAX PARCEL #4952 APPLICANT: DAVE AND YVONNE PALMER**

**STAFF REPORT:** Associate Planner Tami Stroud explained that the City of Coeur d'Alene is requesting annexation of 2.50 acres from agricultural suburban to City R-1 (Residential at 1 unit/acre) zoning on the property located at 3655 E. Fernan Hill Rd. and 4151 E. Fernan Hill Rd., fronting the north side of N. Fernan Hill Rd., being tax parcel #4952. She clarified that all legal descriptions and maps have been updated and corrected since the initial application from the applicant. She explained the R-1 zoning designation is intended for residential development of detached single-family dwelling units at one per gross acre. She noted that there are four findings required for this annexation as follows: that the request is or is not in conformance with

the Comprehensive Plan; that public facilities and utilities are or are not available and adequate for the proposed use; that the physical characteristics of the site do or do not make it an acceptable request at this time; and that the proposal would or would not adversely affect the surrounding neighborhood. Ms. Stroud presented the surrounding zoning and land uses and applicable Comprehensive Plan objectives. She provided staff input regarding the finding categories, noting that those items would be required during the time of subdivision and/or development.

**APPLICANT:** Scott Lenz spoke on behalf of owners Dave and Yvonne Palmer, and wanted to note that staff was wonderful to work with, especially Shana Stuhlmiller.

Mayor Widmyer called for additional public comments. With none being heard, public comment was closed.

**DISCUSSION:** Councilmember Miller noted that she lives two doors down from this property but does not have a conflict of interest. Councilmember McEvers asked about the contiguous line of the property. Ms. Stroud noted that the boundary to the south of the property connects to the city limits.

**MOTION:** Motion by McEvers, seconded by Edinger to approve A-2-18: A proposed annexation of 2.50 acre annexation from Agricultural Suburban to R-1 zoning district, located at 3655 E. Fernan Hill Rd and 4151 E. Fernan Hill Rd, fronting the north side of N. Fernan Hill Rd, being tax parcel #4952 Applicant: Dave and Yvonne Palmer, to direct staff to negotiate an annexation agreement, and to develop the necessary Findings and Order.

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

**(LEGISLATIVE PUBLIC HEARING) A PUBLIC HEARING TO CONSIDER ANY AND ALL PUBLIC COMMENTS ON THE FOLLOWING PROPOSED FEES: THE ADMINISTRATION DEPARTMENT IS PROPOSING TO AMEND SEVERAL PARKING FEES THROUGHOUT THE CITY; THE FINANCE DEPARTMENT IS PROPOSING TO INCREASE VARIOUS STREET LIGHTING FEES; THE LIBRARY SEEKS TO CLARIFY THAT OVERDUE FEES WILL NOT BE CHARGED TO MINORS; THE POLICE DEPARTMENT IS PROPOSING TO INCREASE FEES RELATED TO SECURITY AND TRAFFIC CONTROL, ANIMAL CONTROL FEES, LICENSES, AND ANIMAL IMPOUND FEES; AND THE WATER DEPARTMENT IS PROPOSING TO INCREASE WATER RATES AND CAPITALIZATION FEES.**

**STAFF REPORT:** Renata McLeod, Municipal Services Director noted that the Idaho code requires a public hearing for 5% increases; however, staff brings forward all changes via this hearing and resolution to create a historical tracking. She introduced the consultants from the FCS to review the water rate study information. Ms. Angie Sanchez Virnoche, Vice President/Principal FCS Group, confirmed that fee proposal is to increase the monthly water rates by 3.5% annually, with a conservation encouragement third tier added to irrigation and



residential rate schedules and moving the non-residential into a low and high rate structure. Additionally, they are including the one-time capitalization rates, pursuant to the court-mandated methodology, at a 3.5% increase, although the methodology would allow for a higher increase. The rate increases will be effective April 1 of each year. Ms. McLeod clarified the fees requested by the Police Department are based on staff costs and clarifications to animal control fees. She noted the Library was clarifying that late fees will only be applicable to adult accounts, not juveniles. The Fire Department created a fee for the permitting and services of fireworks displays, which occurs about three times a year. The Finance Department requested the non-sufficient fund fee to be paid by the customer and to adjust street light fees to one category rather than the existing three categories. The Administration Department brought forward a recommendation from the Parking Commission in an attempt to make general fees consistent and to establish fees that were associated with the desirable parking facilities. The City no longer has a parking lot at 4th Street and Coeur d'Alene, as that is the location of the new parking facility, so those fees are being removed.

**DISCUSSION:** Councilmember McEvers asked if the third tier fees were intended to promote conservation in hopes of eliminating the need for future wells. Ms. Virnoche noted that it is really a price signal to people to start conserving water. Mr. Sergey Tarasov, project manager, reviewed the rate impacts of high use of water, generally during the summer months. He explained the fee structure change would be double the summer level, and approximately 8% of the total usage customers would hit the third tier. Councilmember McEvers noted that the City is getting ready to create another well and wondered if the City should consider charging more to discourage use. Mr. Tarasov noted that the City could reassess the water conservation each year to see if the fee is incentivizing water conservation. Mayor Widmyer clarified that fireworks displays over the lake and outside of the city limits are not within the City's regulatory authority. City Administrator Troy Tymesen noted that the City does not have the proper equipment to determine illumination intensity so it was felt that it would be better to have just one category and that would not affect the account. Councilmember Gookin noted that he would approve all fees excluding the parking fees as he recalls telling the community that they would continue to have free boat trailer parking south of City Hall when McEuen Park was completed. Councilmember Miller noted that she also recalled the commitment to boat trailer parking. Councilmember Gookin noted that a study was conducted regarding downtown parking at which time they recommended making paid parking consistent throughout the area. Then approximately one year ago staff came forward requesting an increase to Independence Point to help pay for the ambassador program. He now wondered why the fees are being proposed to have different rate structures in opposition to the consultant's recommendation. Mayor Widmyer noted that he does not agree that the fees should be consistent, as in most community's premium parking costs more, and Independence Point is premium parking. He also noted that after spending a lot of time studying the downtown parking, he does not believe that the Memorial Field lot should be the same as Independence Point. Mr. Tymesen noted that the Parking Commission has reviewed the proposed fees a lot before making this recommendation and noted that the private lots do not have the same rates either. On-street parking is still 2-hours free, and with the addition of the parking garage at 2 hours free, the City would like to encourage use of the parking facility.

## RESOLUTION NO. 19-005

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ESTABLISHING AND AMENDING CERTAIN CITY FEES.

**MOTION:** Motion by McEvers, seconded by Evans to approve **Resolution No. 19-005** setting forth various fees for the Administration Department, Finance Department, the Library, Police Department, and the Water Department.

**ROLL CALL:** McEvers Aye; Gookin No; English Aye; Edinger No; Evans Aye; Miller No.  
**Motion carried with the Mayor voting in the affirmative.**

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

The meeting adjourned at 8:51 p.m.

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Steve Widmyer, Mayor

ATTEST:

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Renata McLeod, CMC, City Clerk

**PUBLIC WORKS COMMITTEE  
MINUTES  
February 11, 2019  
4:00 p.m., Library Community Room**

**COMMITTEE MEMBERS PRESENT**

Councilmember Woody McEvers  
Councilmember Dan English

**STAFF PRESENT**

Kyle Marine, Asst. Water Supt.  
Amy Ferguson, Executive Asst.  
Jim Remitz, Capital Program Mgr.  
Dennis Grant, Eng. Project Mgr.  
Randy Adams, Deputy City Attorney  
Renata McLeod, Muni. Svcs. Director  
Hilary Anderson, Comm. Planning Dr.  
Ted Lantzy, Building Official  
Mike Anderson, WW Superintendent

**Item 1            Award of Bid and Approval of Contract to Specialty Pump Service, Inc. for  
Rehabilitation of the Locust Well  
Consent Calendar**

Kyle Marine, Assistant Water Superintendent, presented a request for council approval of a contract with Specialty Pump Service Inc. for the rehabilitation of the Locust Well.

Mr. Marine stated in his staff report that the Locust Well was originally hand-dug in 1955. It was redeveloped in 1968 to a depth of 281 feet and has a tested production capacity of nearly 3600 gpm. The production well is 12" in diameter and cased or screened to the bottom. The well was put into production and has consistently produced a rate of approximately 3000 gpm. Staff proposes to have the pump assembly removed, cleaned, inspected, and any necessary parts replaced. Options were included in the bid should any of the assembly components exhibit undue wear. The stainless steel shafts will be inspected and straightened as necessary to ensure factory tolerances. Once removal is approved to begin, staff anticipates that the project should be complete within 120 business days barring any unanticipated problems such as damaged or defective equipment or materials. The Water Department has budgeted \$90,000 through the operations and maintenance budget and no additional engineering services are required for this project.

Mr. Marine explained that the rehabilitation will consist of pulling the motor, column, shaft and pump, and cleaning the screens and replacing any parts that need to be replaced. He noted that Specialty Pump Service was the sole bidder on the project. Their base bid was \$70,696.

Councilmember English said that it will never be cheaper to repair the well than when it is already apart, and he wouldn't want the department to penny pinch too much. Mr. Marine said that if they need to go over the budgeted amount of \$90,000, they will come back to the council.

Councilmember McEvers asked Mr. Marine to explain maintenance/rehab of the wells. Mr. Marine said that after a certain amount of time they want to go through the well and make sure everything is good. One of the things that they do is called "harmonic balancing" where they will listen to the well and if there are any strange noises, they will perform a rehabilitation of the well.

**MOTION: Motion by English, seconded by McEvers, to recommend that council approve the contract for the Locust Well Pump Rehabilitation Project with Specialty Pump Service, Inc. for an amount not to exceed \$90,000. Motion carried.**

**Item 2            Award of Construction Contract for the 2019 Compost Facility Improvements  
Consent Calendar**

James Remitz, Capital Program Manager, presented a request for council approval of a contract with National Native American Construction Inc. (NNAC, Inc) in the amount of \$636,900 for the 2019 Compost Facility Improvements.

Mr. Remitz stated in his staff report that the Compost Facility was initially developed in 1988 as a means to dispose of bio-solids from the City's Wastewater Facility. The bio-solids are mixed with wood chips and the resulting composted material is used as a soil supplement for a variety of plantings. Since sewage flows and treatment efficiencies have increased in recent years, the resultant bio-solids have also increased, thereby requiring additional covered composting capacity. The project will construct a 56' x 75' x 30' tall three-sided building that will provide additional composting bays. Bids were opened on January 17, 2019 and J-U-B Engineers and City staff have evaluated the bids and determined that the bid submitted by NNAC, Inc. is the lowest responsive bid.

Mr. Remitz stated that there were four bidders on the project and they have reviewed the bids and found them to be responsive. Councilmember McEvers noted that NNAC, Inc. was the contractor for Fire Station 4 and expressed concern regarding their performance. Mr. Remitz said that there was nothing in the bid that would allow them to claim that the bid was non-responsive

Councilmember English said that he was comfortable recommending approval of the contract, noting that it will be going to the full council for further discussion and final approval.

**MOTION: Motion by English, seconded by McEvers, that Council approve the contract for the 2019 Compost Facility Improvements Project with National Native American Construction Inc. (NNAC, Inc.) for the submitted bid price of \$636,900, pending legal review. Motion carried.**

**Item 3            V-19-01: Vacation of a Portion of 5<sup>th</sup> Place Right-of-Way Adjoining the East  
Boundary of Lots 1 – 6, Block 1, Reid's Subdivision of Block 33 in the City of Coeur  
d'Alene  
Consent Calendar**

Dennis Grant, Engineering Project Manager, presented a request on behalf of David and Sheran Woodworth, for vacation of right-of-way along the west side of 5<sup>th</sup> Place, between Montana Avenue and Roosevelt Avenue.

Mr. Grant noted in his staff report that the requested right-of-way was originally dedicated to the City of Coeur d'Alene in the Reid's Acre Tracts plat in 1903. The vacation of the requested right-of-way would not have any financial impact on the City and would add approximately 4,464 square feet to the County tax roll. It would be a benefit to the municipality as tax revenue and to the land owners whose lots adjoin the strip of usable property.

The purpose of the request is to vacate a twelve foot strip of right-of-way along the west side of 5<sup>th</sup> Place, between Montana Avenue and Roosevelt Avenue. The vacation would accommodate a building structure

and setback for the property owner, and would leave 48 feet of right-of-way for the street. Located just behind the curb, there will be a 5 foot public utility easement. All other utilities and easements will remain in place. The City requested that Mr. Woodworth obtain signed approval from the other five property owners that they will agree to the vacation adjoining their property. All property owners have agreed and signed the letter that Mr. Woodworth sent out. The Development Review Team was also informed about the vacation.

Councilmember English said that it sounded like people worked together creatively to make this work. Mr. Grant said that they are moving the right-of-way over 12 feet, after which the code would allow a setback for exceeding the 18 foot height restriction.

**MOTION: Motion by English, seconded by , that Council instruct staff to proceed with the vacation process as outlined in Idaho Code Section 50-1306 and set a public hearing for March 5, 2019. Motion carried.**

**Item 4                    Approval of Additional Hours for the Community Development Block Grant Specialist Position**  
**Consent Calendar**

Renata McLeod, Municipal Services Director, and Hilary Anderson, Community Planning Director, presented a request for council approval of the allocation of additional funding for 10 additional hours per week for the CDBG Specialist position, at an additional cost of \$14,113, to be paid out of the CDBG Administration line item.

Ms. McLeod and Ms. Anderson stated in their staff report that the City authorized the in-house position of CDBG Specialist at 20 hours a week during its Fiscal Year 2017-2018. During the first year of in-house CDBG Services, of which the CDBG Specialist worked an average of 20-25 hours per week, the City received accolades from HUD regarding our community outreach efforts, as noted in the Plan Year 2017 Action Plan acceptance letter. From mid-November of 2018 to present day, the CDBG Specialist has already been working 30 hour week on average in order to keep up with increased demands on the position. After a full year of reviewing the position, staff has determined that additional hours are needed to conduct project research and planning for the betterment of the program, manage increased sub-recipient monitoring duties related to the Davis Bacon Act, and maintain the quality of service that the position presently employs. One such example of increased quality of service that has resulted from bringing this position in-house is in regard to the City's Emergency Minor Home Repair and Accessibility Improvement Program (EMRAP). During the first year of bringing this program in-house, the City has assisted 20 homeowners which is a 30% performance increase than in the same time frame of the prior plan year.

Ms. McLeod and Ms. Anderson further discussed the management and administrative burdens, and citizen participation meetings that are required. Staff is requesting the funding of an additional 10 hours per week, covered entirely by CDBG funds. CDBG funding covers the benefits for the position entirely, so the increase includes the benefit increases along with staff wages. HUD has moved to grant-based accounting and will no longer allow administrative dollars to roll over from year-to-year without counting against that year's 20% maximum. Because of this, maintaining a consistent 30 hour work week rather than a flex schedule of 20-25 hours is more prudent for financial planning and to best meet the growing needs of the community. Should an annual grant allocation dip low enough not to cover staffing costs, it is possible to cover staffing administration costs out of the EMRAP project line item as part of that program's management. However, it is staff's first recommendation to fund the CDBG Administrative Specialist position out of the allowable 20% administrative line item. Authorizing 10 additional hours for

this position will allow staff to meet deadlines, conduct more outreach, work on more densely regulated community grants, and be available to work with City staff to plan for future city-related projects. Without this increase in hours, the quality of service provided by this position will naturally decline as fewer hours will be available to assist the public, area partners, and process more regulated grant applications.

Ms. McLeod explained that they have been talking about transitioning the CDBG Specialist position to the Planning Department and now that they have an in-house staff person who has received training, they are ready to move to the next phase, which is training the Planning Department to take over CDBG. She noted that the request is for the allocation of the additional hours only, for a cost of \$14,113 in addition to what is already budgeted. Ms. McLeod said that the City Administrator suggested that they should come forward and request budgeting authority to spend that additional amount of money.

Ms. McLeod explained that because of the move to grant-based accounting, which limits administrative dollars they can carry over from year-to-year, it behooves them to use those administrative dollars within the plan year that they were allocated. She noted that they would have approximately \$9,400 left for training of Planning staff, brochures, outreach, etc. that they will need to do throughout the year. She also commented that Ms. Cushing has been able to complete 20 EMRAP projects within the last 8 months, which would have normally taken 12 months to complete, and that they will continue to do increased public engagement, including trying to reach out to non-profits, etc.

Ms. Anderson commented that Ms. Cushing has been doing a fantastic job and has “upped the game” for the CDBG. To keep the level of service, it is critical that her hours be increased.

Councilmember McEvers asked about the previous agreement with Panhandle Area Council (PAC) for CDBG Administration. Ms. McLeod noted that the City was paying them about \$45,000 a year. Ms. Anderson commented that the CDBG program fits well within the Planning Department and Ms. McLeod noted that there is a lot of connection between CDBG and community development. For example, they could try to focus some CDBG grants in the East Sherman area for economic development.

Councilmember English said that he thinks it is a great idea and has had some direct experience with the program and with Ms. Cushing, and thinks that the program is important and does good things. He also commented that he thinks it is a great fit for Planning and appreciates that the City has brought it in-house. He further noted that Ms. Cushing has done a great job in terms of building the position to what it should be, and it is a good fit.

**MOTION: Motion by English, seconded by McEvers, that Council approve the allocation of additional funding for ten (10) additional work hours per week for the CDBG Specialist position, at an additional cost of \$14,113 for this fiscal year, to be paid out of the CDBG Administration budget line item. Motion carried.**

The meeting adjourned at 4:24 p.m.

Respectfully submitted,

Amy C. Ferguson  
Public Works Committee Liaison

RECEIVED

FEB 08 2019

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

CITY CLERK

FUND	BALANCE 12/31/2018	RECEIPTS	DISBURSE- MENTS	BALANCE 1/31/2019
<u>General-Designated</u>	\$1,672,138	\$64,571	\$76,595	\$1,660,114
<u>General-Undesignated</u>	5,254,708	25,148,692	14,555,464	15,847,936
<u>Special Revenue:</u>				
Library	(140,050)	897,300	157,017	600,233
CDBG	(4,759)	1,600	11,227	(14,386)
Cemetery	40,666	31,456	21,240	50,882
Parks Capital Improvements	731,376	210,066	3,221	938,221
Impact Fees	3,169,741	104,669	41,084	3,233,326
Annexation Fees	19,290	39		19,329
Cemetery P/C	1,482,135	4,557	4,264	1,482,428
Jewett House	35,369	1,322	937	35,754
Reforestation	26,147	486		26,633
Street Trees	194,247	9,086	10,500	192,833
Community Canopy	2,956	6		2,962
Public Art Fund	52,138	103		52,241
Public Art Fund - ignite	627,201	1,245	223	628,223
Public Art Fund - Maintenance	99,410	197	57	99,550
<u>Debt Service:</u>				
2015 G.O. Bonds	101,002	464,019		565,021
<u>Capital Projects:</u>				
Street Projects	475,860	19,671	216,004	279,527
Atlas Waterfront Project	(159,136)			(159,136)
<u>Enterprise:</u>				
Street Lights	87,227	48,119	43,890	91,456
Water	3,673,215	341,035	406,435	3,607,815
Water Capitalization Fees	6,715,523	108,738	2,819	6,821,442
Wastewater	8,488,769	2,063,661	855,388	9,697,042
Wastewater-Reserved	1,096,352	27,500		1,123,852
WWTP Capitalization Fees	1,334,013	195,485	3,305	1,526,193
WW Property Mgmt	60,668			60,668
Sanitation	1,409,987	368,261	344,008	1,434,240
Public Parking	478,925	46,971	183,196	342,700
Drainage	1,298,418	94,998	10,724	1,382,692
Wastewater Debt Service	1,046,069	426,932	424,853	1,048,148
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	219,008	177,398	219,778	176,628
LID Advance Payments	-			-
Police Retirement	1,027,702	14,193	27,438	1,014,457
Sales Tax	193	3,739	1,610	2,322
BID	228,679	4,024		232,703
Homeless Trust Fund	636	432	636	432
GRAND TOTAL	<u>\$40,845,822</u>	<u>\$30,880,571</u>	<u>\$17,621,913</u>	<u>\$54,104,480</u>

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

*Vonnie Jensen*

Vonnie Jensen, Comptroller, City of Coeur d'Alene, Idaho



CITY OF COEUR D'ALENE  
BUDGET STATUS REPORT  
FOUR MONTH ENDED  
January 31, 2019

**RECEIVED**

FEB 08 2019

**CITY CLERK**

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 1/31/2019	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$253,438	\$77,024	30%
	Services/Supplies	11,400	2,032	18%
Administration	Personnel Services	299,969	65,163	22%
	Services/Supplies	20,200	345	2%
Finance	Personnel Services	683,971	219,252	32%
	Services/Supplies	498,800	231,553	46%
Municipal Services	Personnel Services	1,236,651	419,642	34%
	Services/Supplies	644,479	174,117	27%
	Capital Outlay		16,650	
Human Resources	Personnel Services	312,985	88,192	28%
	Services/Supplies	74,125	26,340	36%
Legal	Personnel Services	1,178,684	393,634	33%
	Services/Supplies	53,253	13,317	25%
Planning	Personnel Services	594,382	195,817	33%
	Services/Supplies	133,600	34,288	26%
	Capital Outlay			
Building Maintenance	Personnel Services	378,357	113,436	30%
	Services/Supplies	157,475	41,145	26%
	Capital Outlay	17,000	10,534	
Police	Personnel Services	13,247,773	4,522,456	34%
	Services/Supplies	1,309,691	352,666	27%
	Capital Outlay			
Fire	Personnel Services	9,439,387	3,306,302	35%
	Services/Supplies	607,909	153,062	25%
	Capital Outlay		17,150	
General Government	Services/Supplies	86,850	86,142	99%
	Capital Outlay		29,521	
Police Grants	Personnel Services	115,292	19,041	17%
CdA Drug Task Force	Services/Supplies	40,000		
	Capital Outlay	60,000		
Streets	Personnel Services	2,990,394	1,019,802	34%
	Services/Supplies	1,694,650	439,688	26%
	Capital Outlay	241,500	44,320	18%
Parks	Personnel Services	1,553,223	432,668	28%
	Services/Supplies	583,350	131,328	23%
	Capital Outlay	165,000	67,013	41%



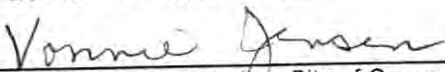
CITY OF COEUR D'ALENE  
BUDGET STATUS REPORT  
FOUR MONTH ENDED  
January 31, 2019

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 1/31/2019	PERCENT EXPENDED
Recreation	Personnel Services	550,643	171,091	31%
	Services/Supplies	191,780	35,347	18%
	Capital Outlay	20,000	16,000	80%
Building Inspection	Personnel Services	886,775	274,043	31%
	Services/Supplies	39,410	8,177	21%
	Capital Outlay	33,935	23,056	68%
Total General Fund		<u>40,406,331</u>	<u>13,271,354</u>	<u>33%</u>
Library	Personnel Services	1,322,388	452,939	34%
	Services/Supplies	222,000	85,655	39%
	Capital Outlay	180,000	55,297	31%
CDBG	Services/Supplies	408,854	48,512	12%
Cemetery	Personnel Services	202,455	49,705	25%
	Services/Supplies	102,500	22,300	22%
	Capital Outlay	85,000	14,000	
Impact Fees	Services/Supplies	521,500	5,228	1%
Annexation Fees	Services/Supplies	286,000	286,000	100%
Parks Capital Improvements	Capital Outlay	131,500	108,364	82%
Cemetery Perpetual Care	Services/Supplies	207,000	51,969	25%
Jewett House	Services/Supplies	30,955	2,781	9%
Reforestation	Services/Supplies	8,000	4,099	51%
Street Trees	Services/Supplies	100,000	23,488	23%
Community Canopy	Services/Supplies	2,000	353	18%
Public Art Fund	Services/Supplies	348,500	42,035	12%
		<u>4,158,652</u>	<u>1,252,725</u>	<u>30%</u>
Debt Service Fund		<u>876,931</u>		

CITY OF COEUR D'ALENE  
BUDGET STATUS REPORT  
FOUR MONTH ENDED  
January 31, 2019

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 1/31/2019	PERCENT EXPENDED
Seltice Way	Capital Outlay			
Seltice Way Sidewalks	Capital Outlay	72,000		
Traffic Calming	Capital Outlay	40,000	135	0%
Govt Way - Hanley to Prairie	Capital Outlay		161,597	
US 95 Upgrade	Capital Outlay			
Kathleen Avenue Widening	Capital Outlay	195,000		
Margaret Avenue	Capital Outlay			
4th and Dalton	Capital Outlay	50,000		
US 95 Upgrade	Capital Outlay	195,000		
15th Street	Capital Outlay	25,000	378	2%
Ironwood	Capital Outlay			
Downtown Signal Imprvmnts	Capital Outlay	154,000	2,000	
Atlas Waterfront Project	Capital Outlay		85,159	
		<u>731,000</u>	<u>249,269</u>	<u>34%</u>
Street Lights	Services/Supplies	650,050	119,216	18%
Water	Personnel Services	2,073,534	662,471	32%
	Services/Supplies	4,580,300	457,481	10%
	Capital Outlay	5,543,500	462,341	8%
Water Capitalization Fees	Services/Supplies	1,700,000		
Wastewater	Personnel Services	2,793,403	890,459	32%
	Services/Supplies	6,562,993	674,290	10%
	Capital Outlay	8,224,700	1,488,432	18%
	Debt Service	2,178,563	424,854	20%
WW Capitalization	Services/Supplies	1,000,000		
Sanitation	Services/Supplies	4,154,083	1,286,833	31%
Public Parking	Services/Supplies	289,880	160,408	55%
	Capital Outlay		59,253	
Drainage	Personnel Services	115,166	38,479	33%
	Services/Supplies	764,458	81,500	11%
	Capital Outlay	920,000		
Total Enterprise Funds		<u>41,550,630</u>	<u>6,806,017</u>	<u>16%</u>
Kootenai County Solid Waste		2,600,000	674,309	26%
Police Retirement		180,760	59,798	33%
Business Improvement District		176,000		
Homeless Trust Fund		5,200	1,464	28%
Total Fiduciary Funds		<u>2,961,960</u>	<u>735,571</u>	<u>25%</u>
TOTALS:		<u>\$90,685,504</u>	<u>\$22,314,936</u>	<u>25%</u>

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

  
\_\_\_\_\_  
Vonnice Jensen, Comptroller, City of Coeur d'Alene, Idaho

RECEIVED


FEB 08 2019

CITY CLERK

**City of Coeur d Alene  
Cash and Investments  
1/31/2019**

Description	City's Balance
<b>U.S. Bank</b>	
Checking Account	1,840,534
Checking Account	29,573
Investment Account - Police Retirement	1,013,138
Investment Account - Cemetery Perpetual Care Fund	1,479,533
<b>Wells Fargo Bank</b>	
Federal Home Loan Bank Bond	1,002,395
<b>Community 1st Bank</b>	
Certificate of Deposit	1,012,408
Certificate of Deposit	207,637
<b>Idaho Central Credit Union</b>	
Certificate of Deposit	257,753
<b>Idaho State Investment Pool</b>	
State Investment Pool Account	47,002,080
<b>Spokane Teacher's Credit Union</b>	
Certificate of Deposit	257,304
<b>Cash on Hand</b>	
Finance Department Petty Cash	500
Treasurer's Change Fund	1,350
Police Change Fund	75
Library Change fund	180
Cemetery Change Fund	20
<b>Total</b>	<b><u>54,104,480</u></b>

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

  
\_\_\_\_\_  
Vonnie Jensen, Comptroller, City of Coeur d'Alene, Idaho

# **PUBLIC WORKS COMMITTEE**

## **STAFF REPORT**

**DATE:** February 11, 2019  
**FROM:** Dennis J. Grant, Engineering Project Manager  
**SUBJECT:** **V-19-01, Vacation of a portion of 5<sup>th</sup> Place right-of-way adjoining the east boundary of Lots 1 – 6, Block 1, Reid's Subdivision of Block 33 in the City of Coeur d'Alene.**

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### **DECISION POINT**

The applicant, David and Sheran Woodworth, are requesting the vacation of right-of-way along the west side of 5<sup>th</sup> Place, between Montana Avenue and Roosevelt Avenue.

### **HISTORY**

The requested right of way was originally dedicated to the City of Coeur d'Alene in the Reid's Acre Tracts plat in 1903.

### **FINANCIAL ANALYSIS**

The vacation of the requested right-of-way would not have any financial impact on the City and would add approximately 4,464 square feet to the County tax roll. It would be a benefit to the municipality as tax revenue and to the land owners whose lots adjoin the strip of usable property.

### **PERFORMANCE ANALYSIS**

The purpose of this request is to vacate a twelve foot (12') strip of right-of-way along the west side of 5<sup>th</sup> Place, between Montana Avenue and Roosevelt Avenue. This vacation would accommodate a building structure and setback for the property owner. This would leave forty-eight feet (48') of right-of-way for the street. Located just behind the curb, there will be a 5' public utility easement. All other utilities and easements will remain in place. The City requested that Mr. Woodworth obtain signed approval from the other 5 property owners that they will agree to this vacation adjoining their property. All property owners have agreed and signed the letter that Mr. Woodworth sent out. The Development Review Team was informed about this vacation.

Here are the comments from the Planning Department on the Vacation Request for 834 N. 5<sup>th</sup> Street: Although the garage and bedroom addition for the work at 834 N 5<sup>th</sup> St. went through the permitting process and received approval in 2018 (the plans satisfied the zoning code based on the provided property lines shown on the site plan) it wasn't until the structure was in the middle of construction that the errors on the plans were discovered during a site visit by Planning Staff. The property lines shown on the plans were found to be inaccurate, and the structure was not built to what was approved (although the property lines were inaccurate, the structure should have still met all

setbacks according to the measurements shown on the plans). After discovering the inaccuracies with the plans, the contractor and the owners were contacted. This prompted multiple meetings between the Woodworth's and Planning Department staff, along with Randy Adams with the Legal Department, Dennis Grant with Streets & Engineering, and Ted Lantzy and Keith Clemmons with the Building Department to discuss the extent of the structure's noncompliance, which included (flipped garage doors, a driveway length that was shorter than the Code requirement, a rear setback length that was shorter than the Code requirement, and a height of the accessory structure within the rear yard setback that exceeded the permitted maximum of 18 feet). Staff helped brainstorm potential solutions with the Woodworth's to see if there were any options to bring the garage into compliance and avoid major alterations to the structure. One of the discussed options was a potential vacation of the right of way for the full length of 5<sup>th</sup> Place along the west side of the street to the curb to gain the needed amount of property so that the rear setback would align with the code requirement and would bring the height of the accessory structure (garage) in the rear yard into compliance with the 18-foot maximum height in the 25-foot rear yard setback. The vacation was discussed as a potentially viable option for multiple reasons, including the fact that the lot is a double frontage lot, and that there are existing structures already located in the City's right-of-way on the same block. The vacation would also make some of the other properties along the west side of 5<sup>th</sup> Place legal and compliant with the Code if a vacation request was approved. Staff asked that the Woodworth's present the proposal for a vacation request to the rest of the home owners on the west side of 5<sup>th</sup> Place to see if they were in support. The Woodworth's did seek support from neighboring properties prior to submitting the vacation application. Staff also said that in order for a vacation to be supported, that it would need to be for the full length of 5<sup>th</sup> Place on the west side of the street. The exhibit provided for the vacation also has a 5' easement for public utilities. Staff supports the vacation request with the previous caveats and is not concerned that it would set precedence for other vacation requests because 5<sup>th</sup> Place is an unusual situation with only six properties having a double frontage with the primary frontage being 5<sup>th</sup> Street, 5<sup>th</sup> Place has been used by the six properties as an alley for a number of years, and many of the properties that have been using the City's right-of-way for sheds, other structures and fences for a number of years.

## **RECOMMENDATION**

Staff recommends that the Public Works Committee instruct Staff to proceed with the vacation process as outlined in Idaho Code Section 50-1306 and recommend to the City Council the setting of a public hearing for the item on March 5, 2019.





PROJECT NO: S18016	SCALE: 1" = 200'
DRAWN BY: VJK	CHECKED BY: RCH
DWG FILE: Z:2018\S18016\09 Survey\10 DWG	

HMMH

engineering

3882 North Schreiber Way Suite 104  
Coeur d'Alene, ID 83815  
(208) 635-5825

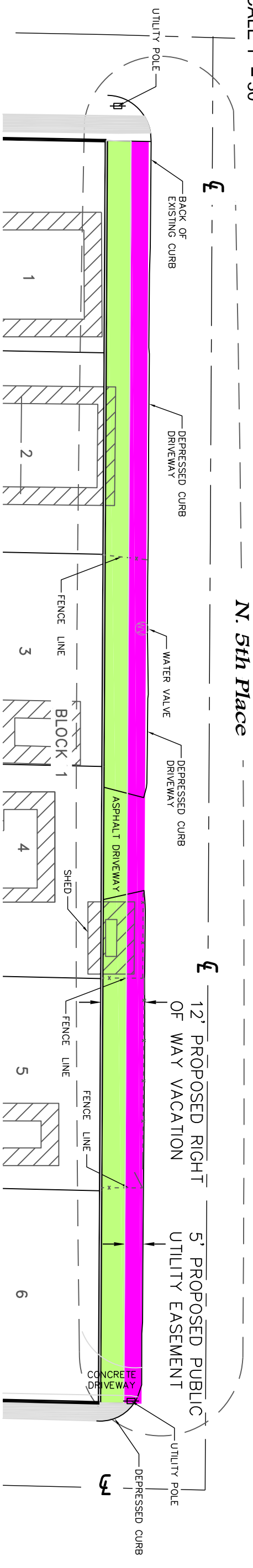
RIGHT OF WAY VACATION

REID'S SUBDIVISION OF BLOCK 33,  
SECTION 13, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN,  
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



## EASEMENT DETAIL




SCALE 1" = 30'



# VICINITY MAP

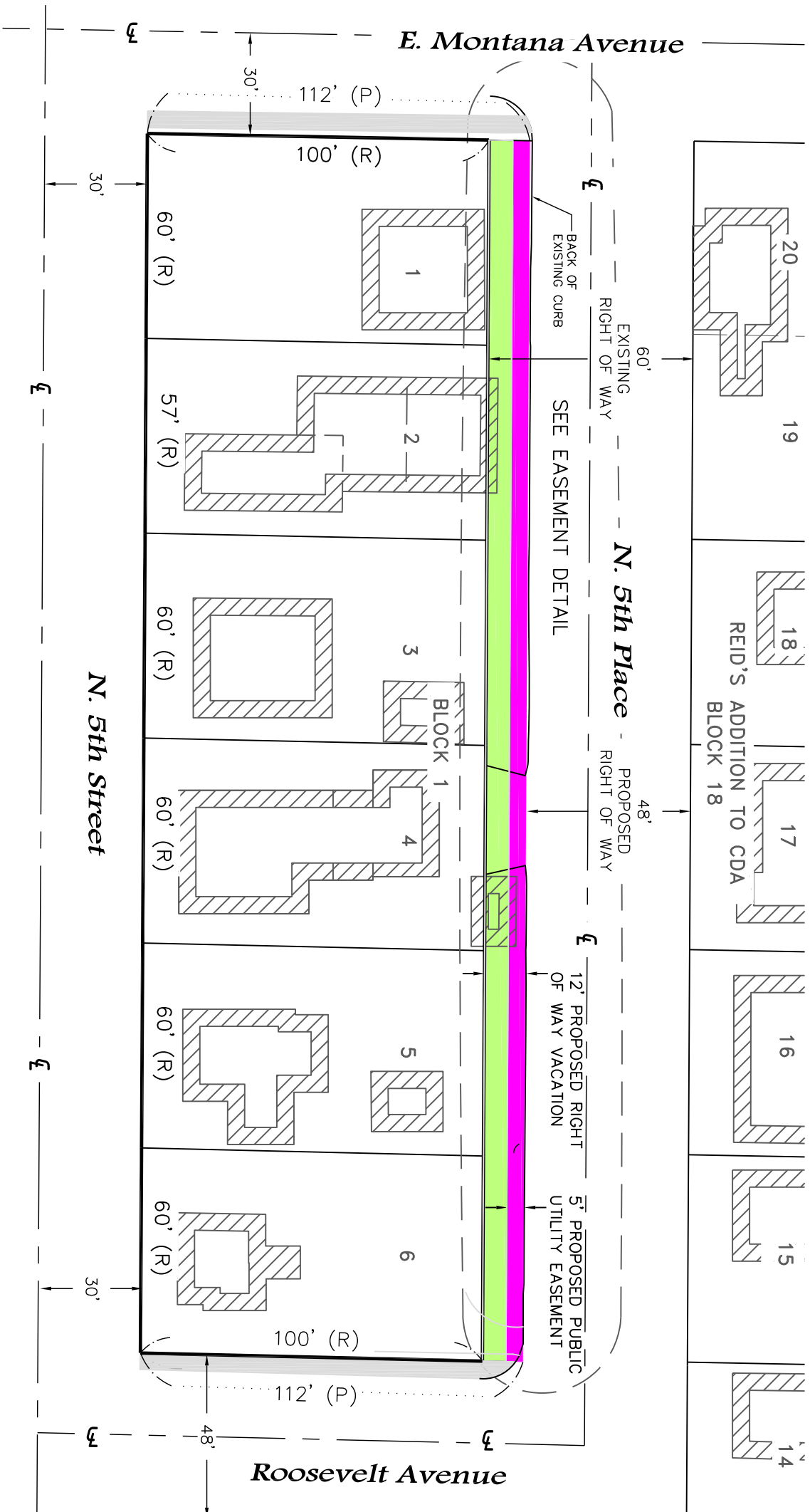



## LEGEND:

- (R) Record information.
- (P) Proposed distance
-  Proposed right of way vacation
-  Proposed 5' public utility easement
-  Existing sidewalk

Existing sq. ft. of lots 1 – 6  
= 35,712 sq. ft., 0.82 acres

Proposed right of way vacation  
= 4,464 sq. ft., 0.10 acres



	PROJECT NO: S18016	SCALE: 1"=40'
	DRAWN BY: VJK	CHECKED BY: RCH
DWG FILE: Z:\2018\S18016\09 Survey\10 DWG		

# HMMH

## engineering

3882 North Schreiber Way Suite 104

Coeur d'Alene, ID 83815

(208) 635-5825

**RIGHT OF WAY VACATION**

*REID'S SUBDIVISION OF BLOCK 33,*

*SECTION 13, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN,*

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

# **CITY COUNCIL STAFF REPORT**

**DATE:** February 19, 2019  
**FROM:** Dennis J. Grant, Engineering Project Manager  
**SUBJECT:** **SS-18-14c, The City Lofts First Amendment, Final Plat Approval**

---

## **DECISION POINT**

Staff is requesting the following:

1. City Council approval of the final plat document, a one (1) lot, three (3) unit residential condominium subdivision.

## **HISTORY**

Applicant: Charlotte M. Hagen, Member  
Faceless Cedar, LLC  
17859 S. Hwy 97  
Harrison, ID 83833

Location: 1831 N. Lakewood Drive

## **FINANCIAL ANALYSIS**

There are no financial issues with this development.

## **PERFORMANCE ANALYSIS**

This is an amended re-plat, of Lot 9 and a portion of Lot 8, Block 6, O'Briens First Addition plat located in Coeur d'Alene, into a one (1) lot, three (3) condominium unit plat. All infrastructure improvements were addressed during the construction of the residential units on the subject property, and the property is now fully developed and ready for final plat approval.

## **DECISION POINT RECOMMENDATION**

City Council approval of the final plat document

# THE CITY LOFTS FIRST AMENDMENT

LOT 9 AND A PORTION OF LOT 8 BLOCK 6, O'BRIENS FIRST ADDITION IN THE SE 1/4 OF SECTION 13, TOWNSHIP 50 N., RANGE 04 W., BOISE MERIDIAN,  
CITY OF COEUR D' ALENE, KOOTENAI COUNTY, IDAHO

BOOK PAGE  
INST.#



H-Scale 1" = 30'  
30' 15' 30' 60'

## LEGEND

- FOUND 5/8" REBAR AND CAP MARKED PLS 3451, OR AS NOTED
- ⊙ FOUND 5/8" REBAR AND CAP MARKED PLS 4182, OR AS NOTED
- ⊙ FOUND 1" IRON PIPE, OR AS NOTED
- ⊙ FOUND CITY MONUMENT : SQUARE BOLT IN CONCRETE
- SET 5/8" x 24" REBAR WITH YELLOW PLASTIC CAP, P.L.S. 9367
- CALCULATED POSITION, NOTHING FOUND OR SET
- ⊕ N-S 1/4 SECTION CORNER AS NOTED
- ⊕ SECTION CORNER AS NOTED
- CP&F CORNER PERPETUATION & FILING RECORD (WITH INSTRUMENT NO.)
- R.O.W. RIGHT-OF-WAY

## REFERENCES

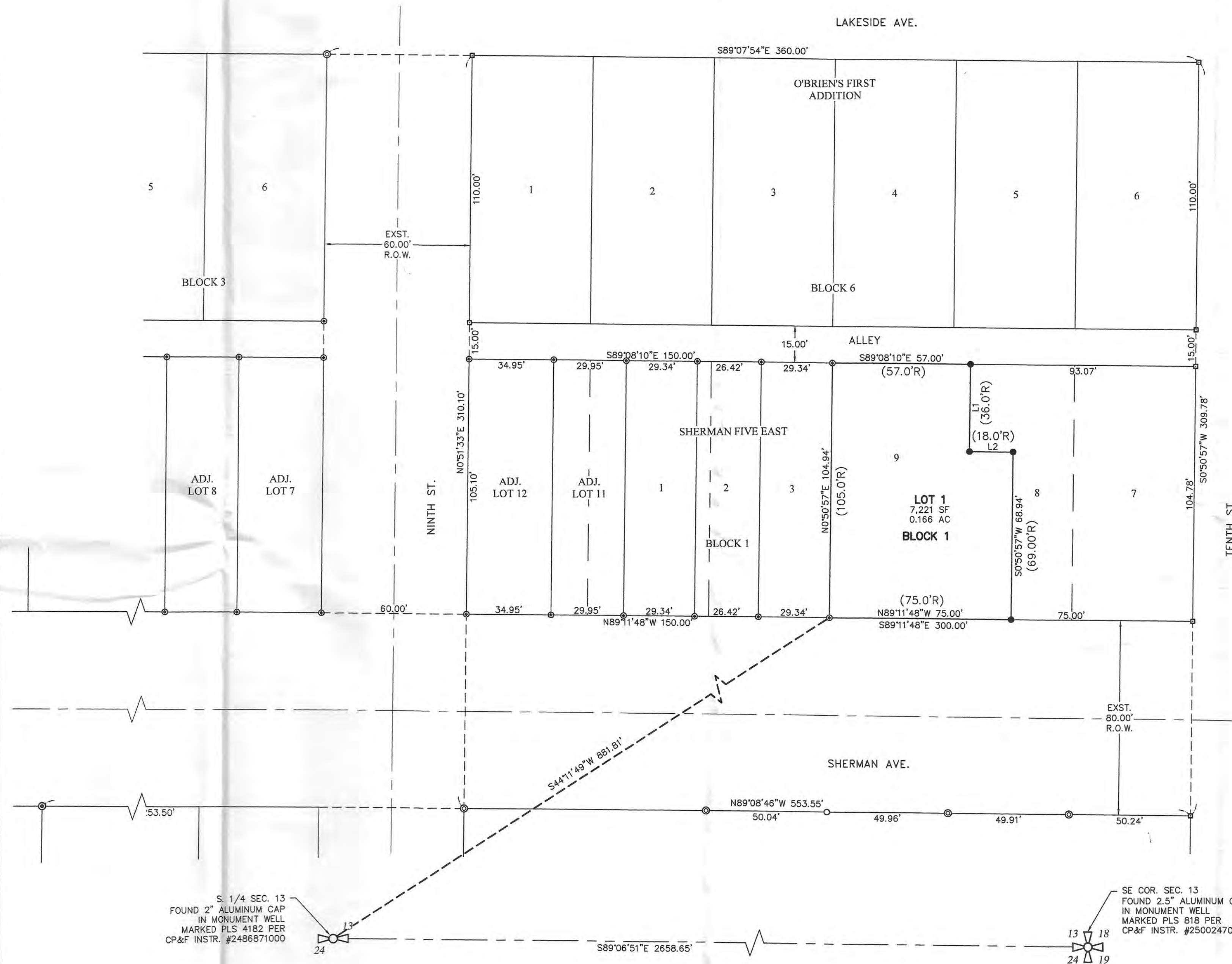
- IN RECORDS OF KOOTENAI COUNTY, IDAHO:
- R-1 RECORD OF SURVEY BY JAMES P. MECKEL, PLS 3451, RECORDED IN BOOK 4 OF SURVEYS AT PAGE 378, AS INSTRUMENT NO. 1052718.
  - R-2 RECORD OF SURVEY BY DAVID SCHUMANN, PLS 4182, RECORDED IN BOOK 30 OF SURVEYS AT PAGE 139, AS INSTRUMENT NO. 2634585000.
  - R-3 RECORD OF SURVEY BY DAVID SCHUMANN, PLS 4182, RECORDED IN BOOK 30 OF SURVEYS AT PAGE 189, AS INSTRUMENT NO. 2644991000.
  - R-4 PLAT OF O'BRIENS FIRST ADDITION RECORDED IN BOOK "A" OF PLAT AT PAGE 98, RECORDS OF KOOTENAI COUNTY, IDAHO
  - R-4 PLAT OF SHERMAN FIVE EAST RECORDED IN BOOK "L" OF PLAT AT PAGE 265, RECORDS OF KOOTENAI COUNTY, IDAHO

## BASIS OF BEARING

AS SHOWN HEREON, BASIS OF BEARING FOR THIS SURVEY IS IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE, (1103) - US SURVEY FEET. THE PROJECT COORDINATES WERE DERIVED FROM NGS OPUS SOLUTION USING A REFERENCE FRAME OF NAD83 (2011)(EPOCH: 2010.0000). BEARINGS SHOWN ARE GRID AND DISTANCES SHOWN ARE GROUND USING A COMBINED ADJUSTMENT FACTOR (CAF) OF 1.00009563. A CONVERGENCE ANGLE OF -00°45'12.3" SHOULD BE USED TO CONVERT GRID BEARINGS TO GEODETIC.

## NOTES

- THERE WAS NO ATTEMPT MADE TO SHOW PHYSICAL FEATURES OF THE PROPERTY, OR TO SHOW ANY NON-RECORDED EASEMENTS, EXCEPT FOR THOSE SHOWN HEREON.
- THE PURPOSE OF THE AMENDMENT IS TO CORRECT UNIT SQUARE FOOTAGE OF LOWER LEVEL, AND TO MATCH DECLARATIONS.



LINE TABLE		
LINE	BEARING	LENGTH
L1	S0°50'57\"W	35.93
L2	S89°09'03\"E	18.00



## THE CITY LOFTS FIRST AMENDMENT

SHERMAN AVENUE  
SE 1/4 SECTION 13, TOWNSHIP 50 NORTH, RANGE 4 WEST., B.M.,  
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

DATE SURVEYED: MAY 2018

DRAFTED BY: CJJ

PLOT DATE: 02/11/2018

FILE NAME: 18-036 SURVEY

CHECKED BY: CJJ

PROJECT No.: 18-036

SHEET

1 / 7

Johnson  
Surveying

P.O. Box 2544 Post Falls, ID 83877  
208-660-2351  
johnsonsurveyingnw.com



# THE CITY LOFTS FIRST AMENDMENT

A LOT 9 AND A PORTION OF LOT 8 BLOCK 6, O'BRIENS FIRST ADDITION IN THE SE 1/4 OF SECTION 13, TOWNSHIP 50 N., RANGE 04 W., BOISE MERIDIAN,  
CITY OF COEUR D' ALENE, KOOTENAI COUNTY, IDAHO

BOOK PAGE  
INST.#



H-Scale 1" = 10'  
10' 5' 10' 20'

## LEGEND

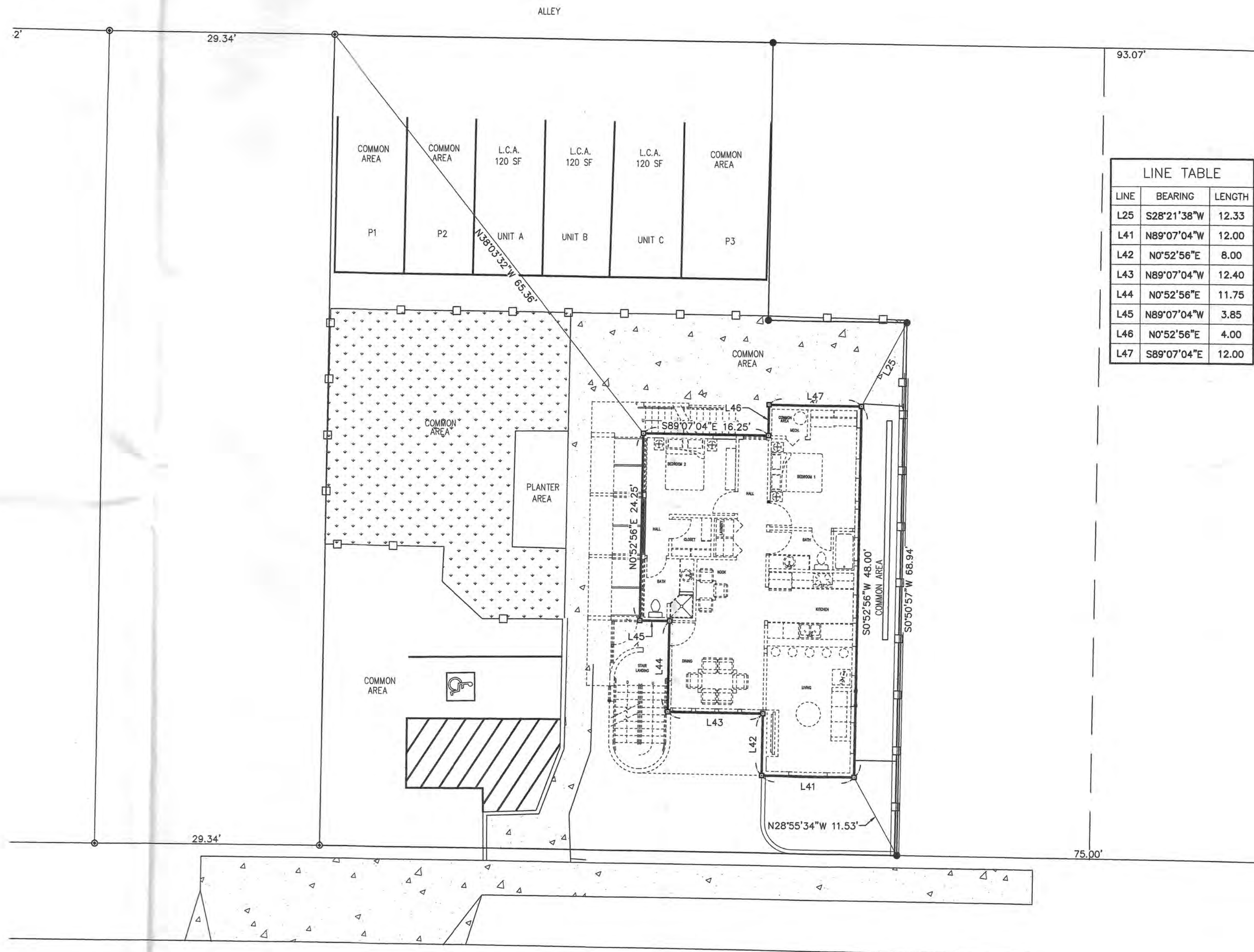
- L.C.A. DENOTES LIMITED COMMON AREA  
R.O.W. RIGHT-OF-WAY  
GRASS AREA  
CONCRETE AREA  
EXISTING FENCE

## REFERENCES

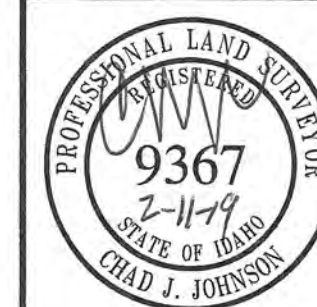
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LINE TABLE		
LINE	BEARING	LENGTH
L25	S28°21'38"W	12.33
L41	N89°07'04"W	12.00
L42	N0°52'56"E	8.00
L43	N89°07'04"W	12.40
L44	N0°52'56"E	11.75
L45	N89°07'04"W	3.85
L46	N0°52'56"E	4.00
L47	S89°07'04"E	12.00



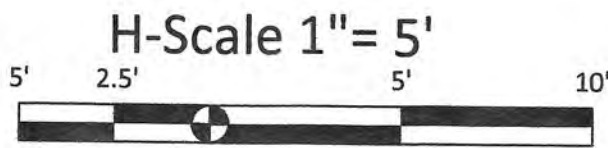
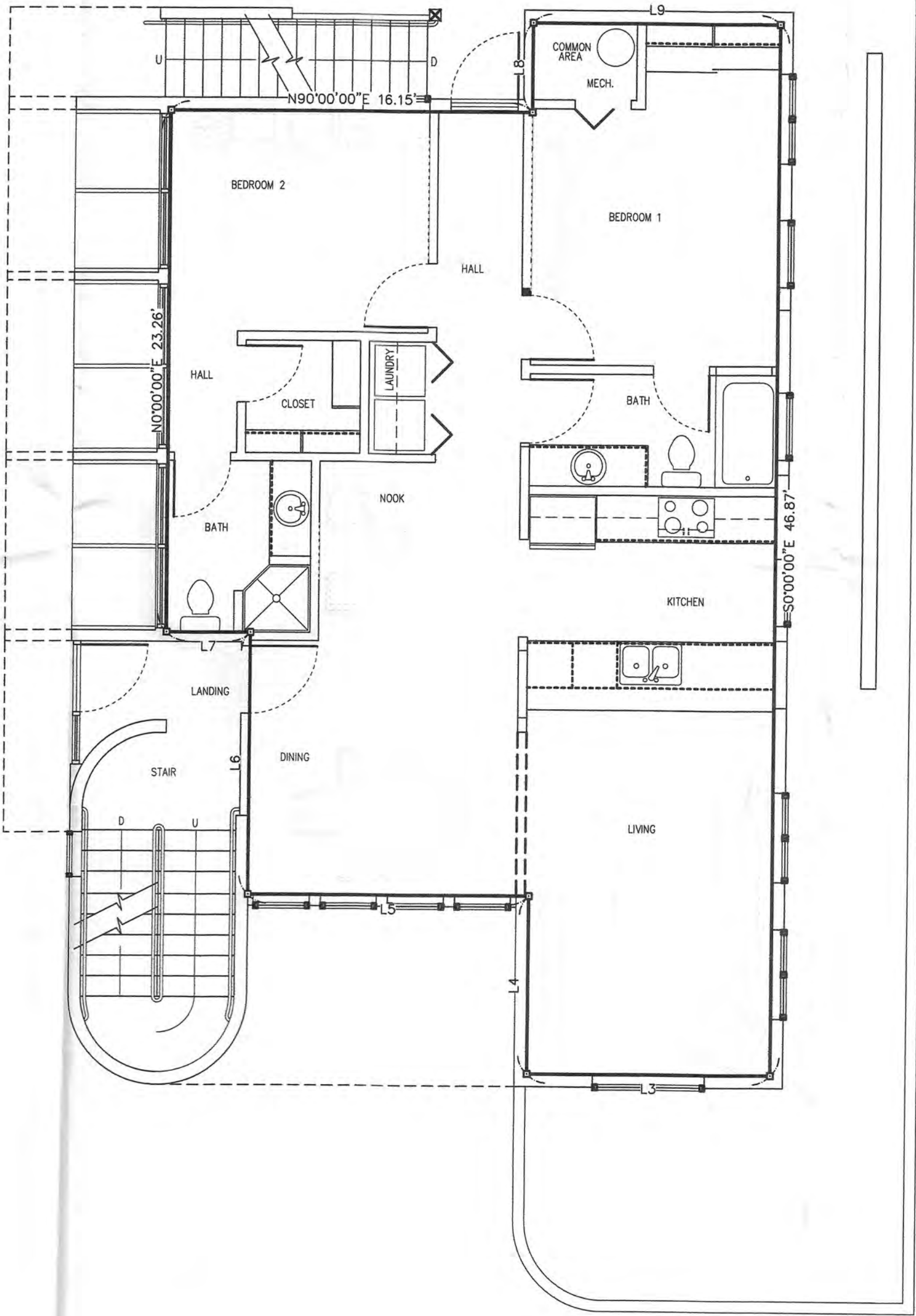
THE CITY LOFTS FIRST AMENDMENT				
SHERMAN AVENUE SECTION 13, TOWNSHIP 50 NORTH, RANGE 3 WEST, BOISE MERIDIAN, CITY OF COEUR D' ALENE, KOOTENAI COUNTY, IDAHO				
DATE SURVEYED: MAY 2018	DRAFTED BY: CJJ	PLOT DATE: 02/11/2018	SHEET	P.O. Box 2544 Post Falls, ID 83877 208-660-2351 johnsonsurveyingnw.com
FILE NAME: 18-036 SURVEY	CHECKED BY: CJJ	PROJECT No.: 18-036	2	
			7	

Johnson  
Surveying

THE CITY LOFTS FIRST AMENDMENT

A LOT 9 AND A PORTION OF LOT 8 BLOCK 6, O'BRIENS FIRST ADDITION IN THE SE 1/4 OF SECTION 13, TOWNSHIP 50 N., RANGE 04 W., BOISE MERIDIAN, CITY OF COEUR D' ALENE, KOOTENAI COUNTY, IDAHO

MAIN LEVEL UNIT B - 1,037 S.F.



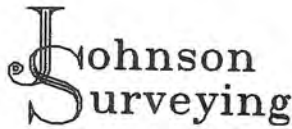
LEGEND

■ CALCULATED POSITION, NOTHING FOUND OR SET

LINE TABLE		
LINE	BEARING	LENGTH
L3	N90°00'00"W	10.88
L4	N0°00'00"E	7.94
L5	N90°00'00"W	12.56
L6	N0°00'00"E	11.68
L7	N90°00'00"W	3.75
L8	N0°00'00"E	4.00
L9	N90°00'00"E	11.04



THE CITY LOFTS FIRST AMENDMENT			
SHERMAN AVENUE SECTION 13, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D' ALENE, KOOTENAI COUNTY, IDAHO			
DATE SURVEYED: MAY 2018	DRAFTED BY: CJJ	PLOT DATE: 02/11/2018	SHEET
FILE NAME: 18-036 SURVEY	CHECKED BY: CJJ	PROJECT No.: 18-036	3 7



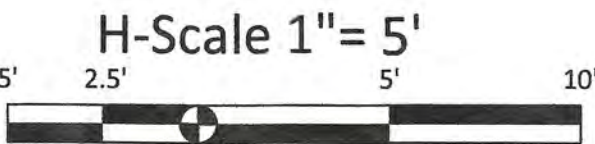
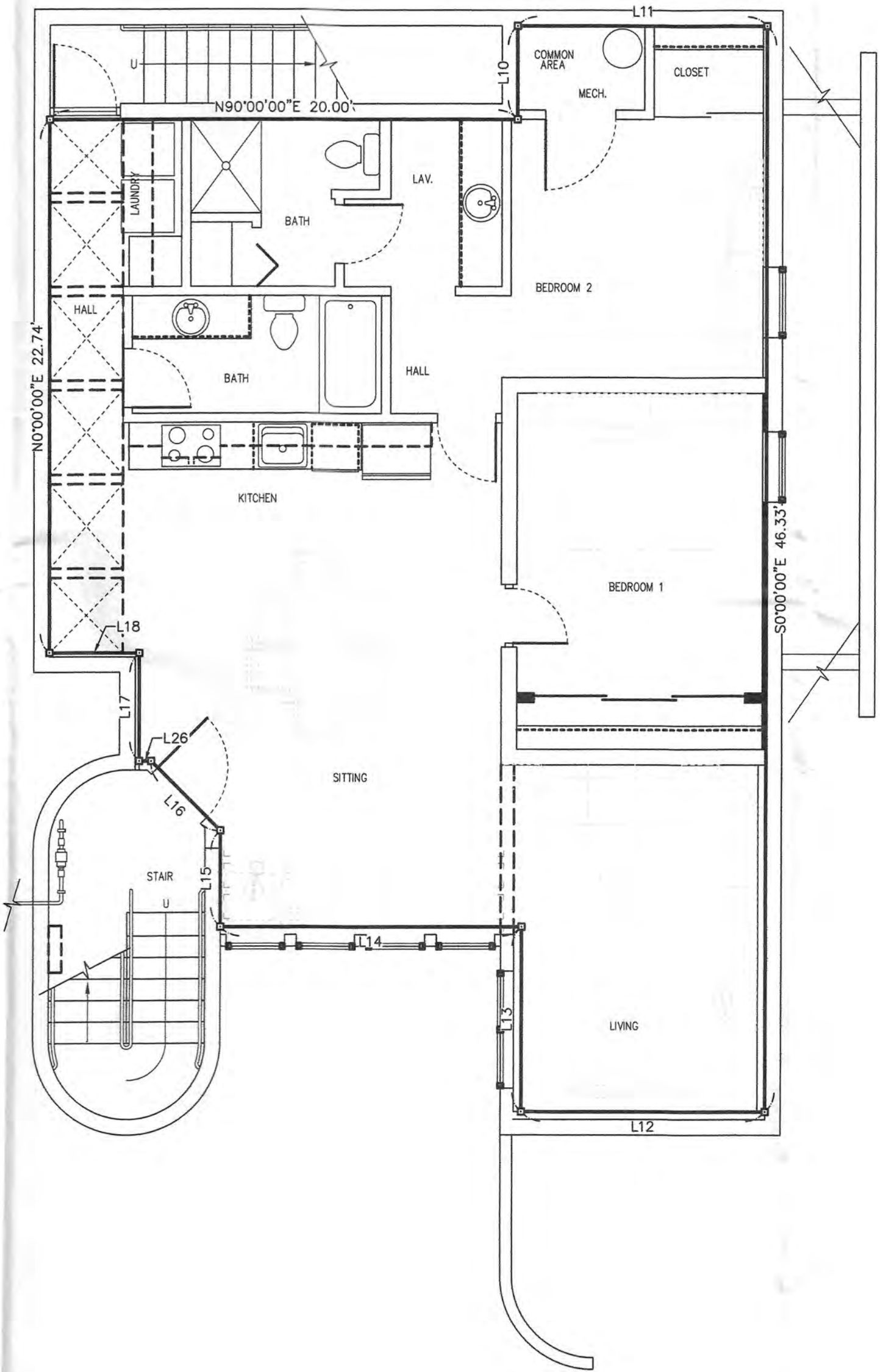
P.O. Box 2544 Post Falls, ID 83877  
208-660-2351  
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THE CITY LOFTS FIRST AMENDMENT

A LOT 9 AND A PORTION OF LOT 8 BLOCK 6, O'BRIENS FIRST ADDITION IN THE SE 1/4 OF SECTION 13, TOWNSHIP 50 N., RANGE 04 W., BOISE MERIDIAN, CITY OF COEUR D' ALENE, KOOTENAI COUNTY, IDAHO

LOWER LEVEL UNIT C - 1,116 S.F.



- LEGEND
- CALCULATED POSITION, NOTHING FOUND OR SET

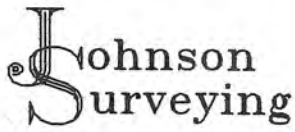
LINE TABLE		
LINE	BEARING	LENGTH
L10	N0°00'00"E	4.00
L11	N90°00'00"E	10.67
L12	N90°00'00"W	10.44
L13	N0°00'00"E	7.90
L14	N90°00'00"W	12.90
L15	S0°00'00"E	4.11
L16	N45°00'00"W	4.21
L17	N0°00'00"E	4.61
L18	N90°00'00"W	3.84
L26	N90°00'00"W	0.51



THE CITY LOFTS FIRST AMENDMENT

SHERMAN AVENUE  
SECTION 13, TOWNSHIP 50 NORTH, RANGE 4 WEST,  
BOISE MERIDIAN, CITY OF COEUR D' ALENE, KOOTENAI COUNTY, IDAHO

DATE SURVEYED: MAY 2018	DRAFTED BY: C.JJ	PLOT DATE: 02/11/2018	SHEET
FILE NAME: 18-036 SURVEY	CHECKED BY: C.JJ	PROJECT No.: 18-036	4 / 7



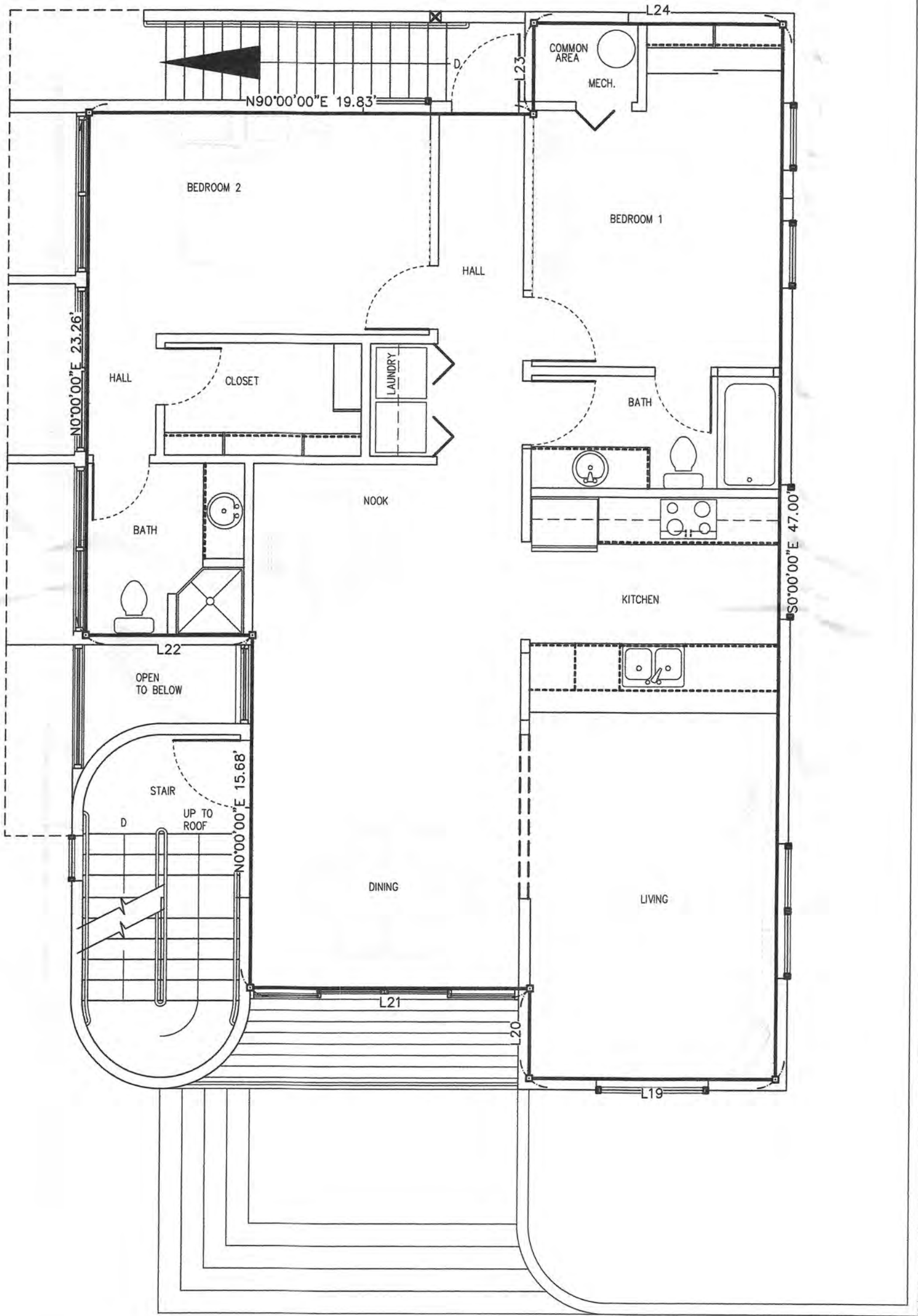
P.O. Box 2544 Post Falls, ID 83877  
208-660-2351  
johnsonsurveyingnw.com



THE CITY LOFTS FIRST AMENDMENT

A LOT 9 AND A PORTION OF LOT 8 BLOCK 6, O'BRIENS FIRST ADDITION IN THE SE 1/4 OF SECTION 13, TOWNSHIP 50 N., RANGE 04 W., BOISE MERIDIAN, CITY OF COEUR D' ALENE, KOOTENAI COUNTY, IDAHO

UPPER LEVEL UNIT A - 1,177 S.F.



H-Scale 1"= 5'



LEGEND

□ CALCULATED POSITION, NOTHING FOUND OR SET

LINE TABLE

LINE	BEARING	LENGTH
L19	N90°00'00"W	11.00
L20	N0°00'00"E	4.00
L21	N90°00'00"W	12.50
L22	N90°00'00"W	7.44
L23	N0°00'00"E	4.06
L24	N90°00'00"E	11.10



THE CITY LOFTS FIRST AMENDMENT

SHERMAN AVENUE  
SECTION 13, TOWNSHIP 50 NORTH, RANGE 4 WEST,  
BOISE MERIDIAN, CITY OF COEUR D' ALENE, KOOTENAI COUNTY, IDAHO

DATE SURVEYED: MAY 2018	DRAFTED BY: CJJ	PLOT DATE: 02/11/2019	SHEET
FILE NAME: 18-036 SURVEY	CHECKED BY: CJJ	PROJECT No.: 18-036	5 7

Johnson  
Surveying

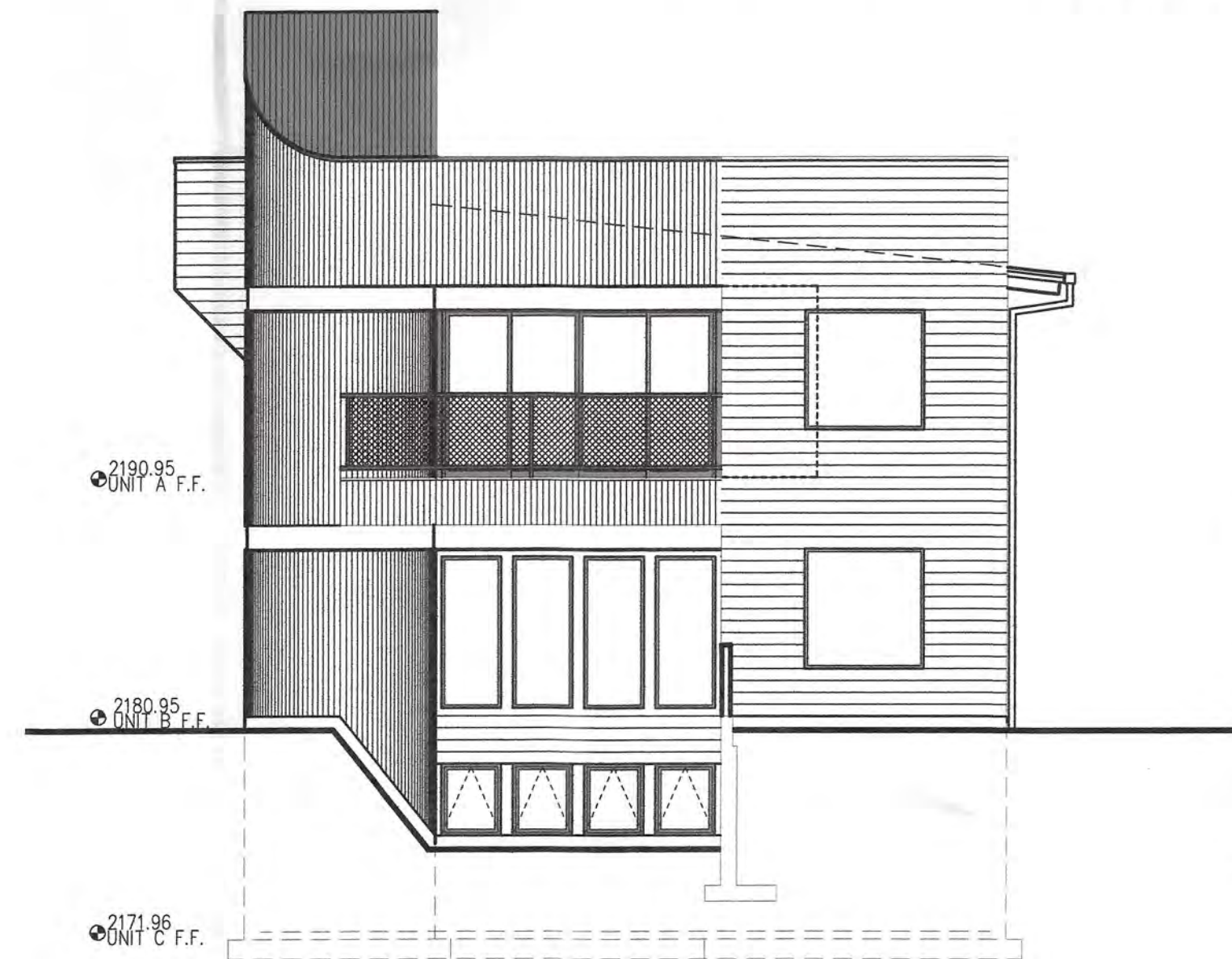
P.O. Box 2544 Post Falls, ID 83877  
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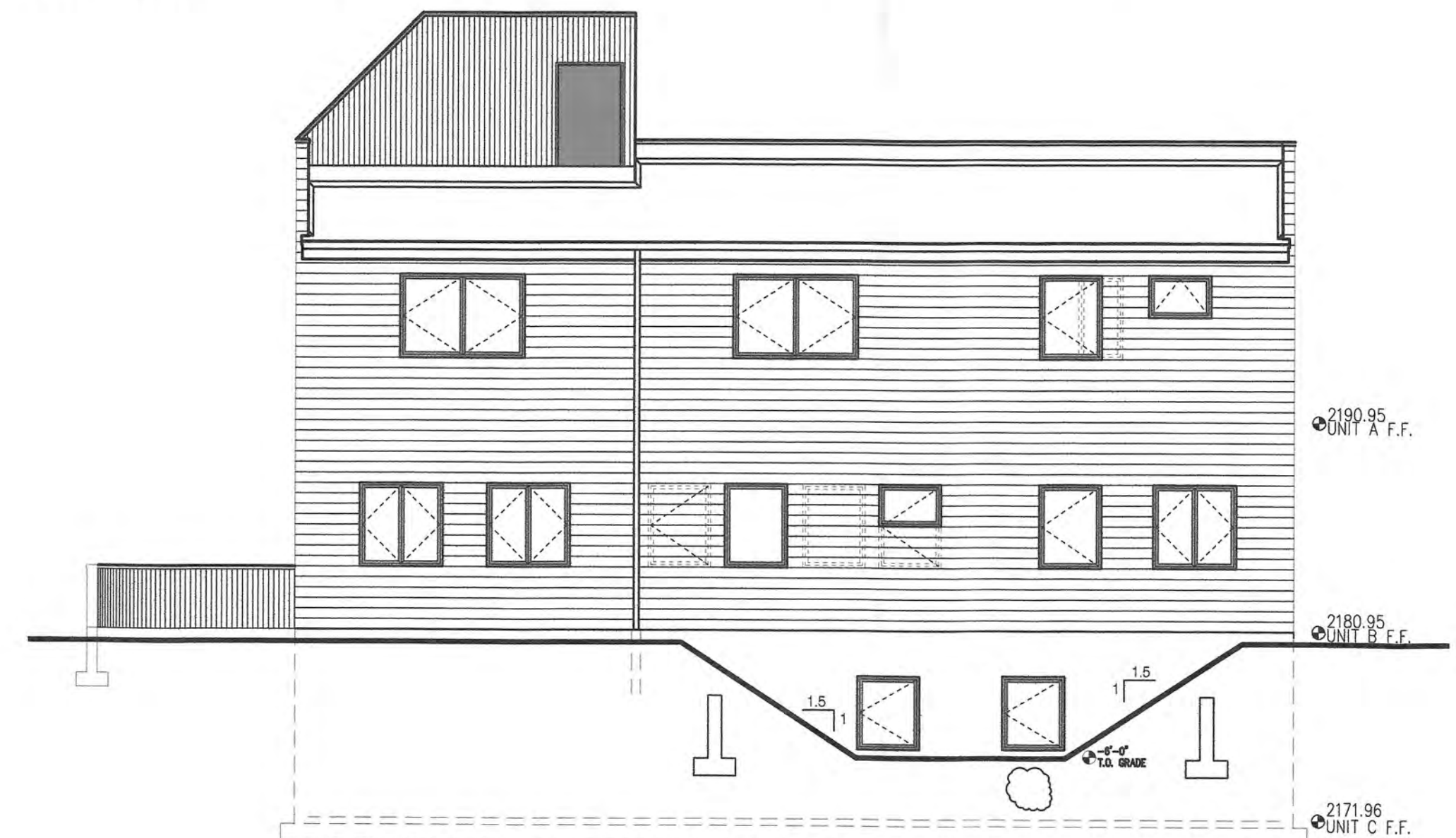
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A LOT 9 AND A PORTION OF LOT 8 BLOCK 6, O'BRIENS FIRST ADDITION IN THE SE 1/4 OF SECTION 13, TOWNSHIP 50 N., RANGE 04 W., BOISE MERIDIAN,  
CITY OF COEUR D' ALENE, KOOTENAI COUNTY, IDAHO

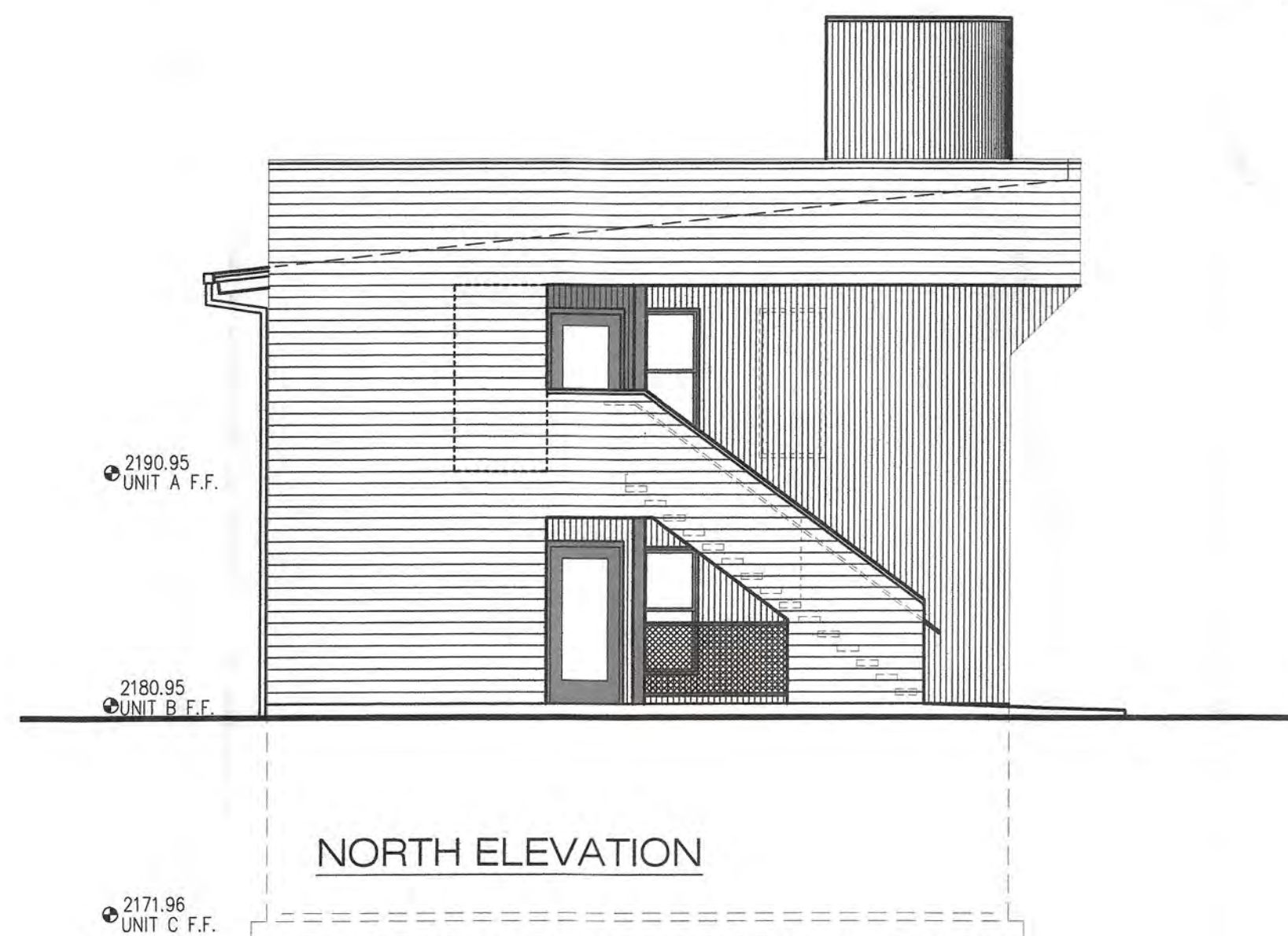
BOOK PAGE  
INST.#



SOUTH ELEVATION



EAST ELEVATION



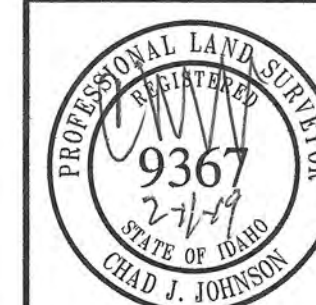
NORTH ELEVATION



WEST ELEVATION

## NOTES

1. VERTICAL DATUM IS NAVD88.



## THE CITY LOFTS FIRST AMENDMENT

SHERMAN AVENUE  
SECTION 13, TOWNSHIP 50 NORTH, RANGE 4 WEST,  
BOISE MERIDIAN, CITY OF COEUR D' ALENE, KOOTENAI COUNTY, IDAHO

DATE SURVEYED: MAY 2018	DRAFTED BY: CJJ	PLOT DATE: 02/11/2019	SHEET	P.O. Box 2544 Post Falls, ID 83877 208-660-2351 johnsonsurveyingnw.com
FILE NAME: 18-036 SURVEY	CHECKED BY: CJJ	PROJECT No.: 18-036	6 7	

**Johnson**  
Surveying



THE CITY LOFTS FIRST AMENDMENT

LOT 9 AND A PORTION OF LOT 8 BLOCK 6, O'BRIENS FIRST ADDITION IN THE SE 1/4 OF SECTION 13, TOWNSHIP 50 N., RANGE 04 W., BOISE MERIDIAN, CITY OF COEUR D' ALENE, KOOTENAI COUNTY, IDAHO

BOOK PAGE  
INST.#

OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS: THAT FACELESS CEDAR LLC, AN IDAHO LIMITED LIABILITY COMPANY, HEREBY CERTIFIES THAT IT OWNS THE PROPERTY HEREINAFTER DESCRIBED AND INCLUDES SAID PROPERTY IN THIS PLAT TO BE KNOWN AS "THE CITY LOFTS FIRST AMENDMENT":

SAID PARCEL OF LAND BEING LOT 9 AND A PORTION OF LOT 8 BLOCK 6 PER THE PLAT OF O'BRIENS FIRST ADDITION AS RECORDED IN BOOK "A" OF PLATS AT PAGE 98, RECORDS OF KOOTENAI COUNTY, LYING WITHIN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 13 BEING A FOUND 2" ALUMINUM CAP IN MONUMENT CASE PER CP&F INSTRUMENT NUMBER 2486871000 FROM WHICH THE SOUTHEAST CORNER OF SECTION 13 BEARS S 89°08'51" E A DISTANCE OF 2658.65 FEET TO A FOUND 2.5" ALUMINUM CAP PLS 818; THENCE, N 44°11'49"E A DISTANCE OF 881.81 FEET TO A FOUND 5/8" REBAR AND PLS 4182 CAP AT THE SOUTHWEST CORNER OF LOT 9 BLOCK 6, O'BRIENS FIRST ADDITION SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE, ALONG THE WEST LINE OF LOT 9 BLOCK 6, N 00° 50'57" E A DISTANCE OF 104.94 FEET TO A FOUND 5/8" REBAR AND PLS 4182 CAP AT THE NORTHWEST CORNER THEREOF;

THENCE, ALONG THE NORTH LINE OF SAID LOT 9, S 89°08'10" E A DISTANCE OF 57.00 FEET TO A SET 5/8" REBAR AND PLS 9367 CAP ON THE NORTH LINE OF SAID LOT 8, BLOCK 6;

THENCE, LEAVING SAID NORTH LINE, S 00°50'57" W A DISTANCE OF 35.93 FEET TO A SET 5/8" REBAR AND PLS 9367 CAP;

THENCE, S 89°09'03" E A DISTANCE OF 18.00 FEET TO A SET 5/8" REBAR AND PLS 9367 CAP;

THENCE, S 00°50'57" W A DISTANCE OF 68.94 FEET TO A SET 5/8" REBAR AND PLS 9367 CAP ON THE SOUTH LINE OF LOT 8 BLOCK 6;

THENCE, ALONG SAID SOUTH LINE, N 89°11'48" W A DISTANCE OF 75.00 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINING 7,221 SQUARE FEET OR 0.166 ACRES MORE OR LESS.

THE OWNER'S ARE SUBJECT TO THE CONDOMINIUM DECLARATIONS RECORDED UNDER INSTRUMENT NUMBER 2676930000 AND AMENDED UNDER INSTRUMENT NUMBER \_\_\_\_\_, RECORDS OF KOOTENAI COUNTY, IDAHO.

SEWER TO BE PROVIDED BY THE CITY OF COEUR D' ALENE.

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

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

PRINT NAME : \_\_\_\_\_

TITLE : \_\_\_\_\_

NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) S.S.

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, IN THE YEAR OF 20\_\_\_\_, BY CHARLOTTE M. HAGEN,  
AS MANAGER OF FACELESS CEDAR L.L.C.

NOTARY PUBLIC : \_\_\_\_\_

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

PANHANDLE HEALTH DISTRICT

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

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

CITY COUNCIL APPROVAL

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

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

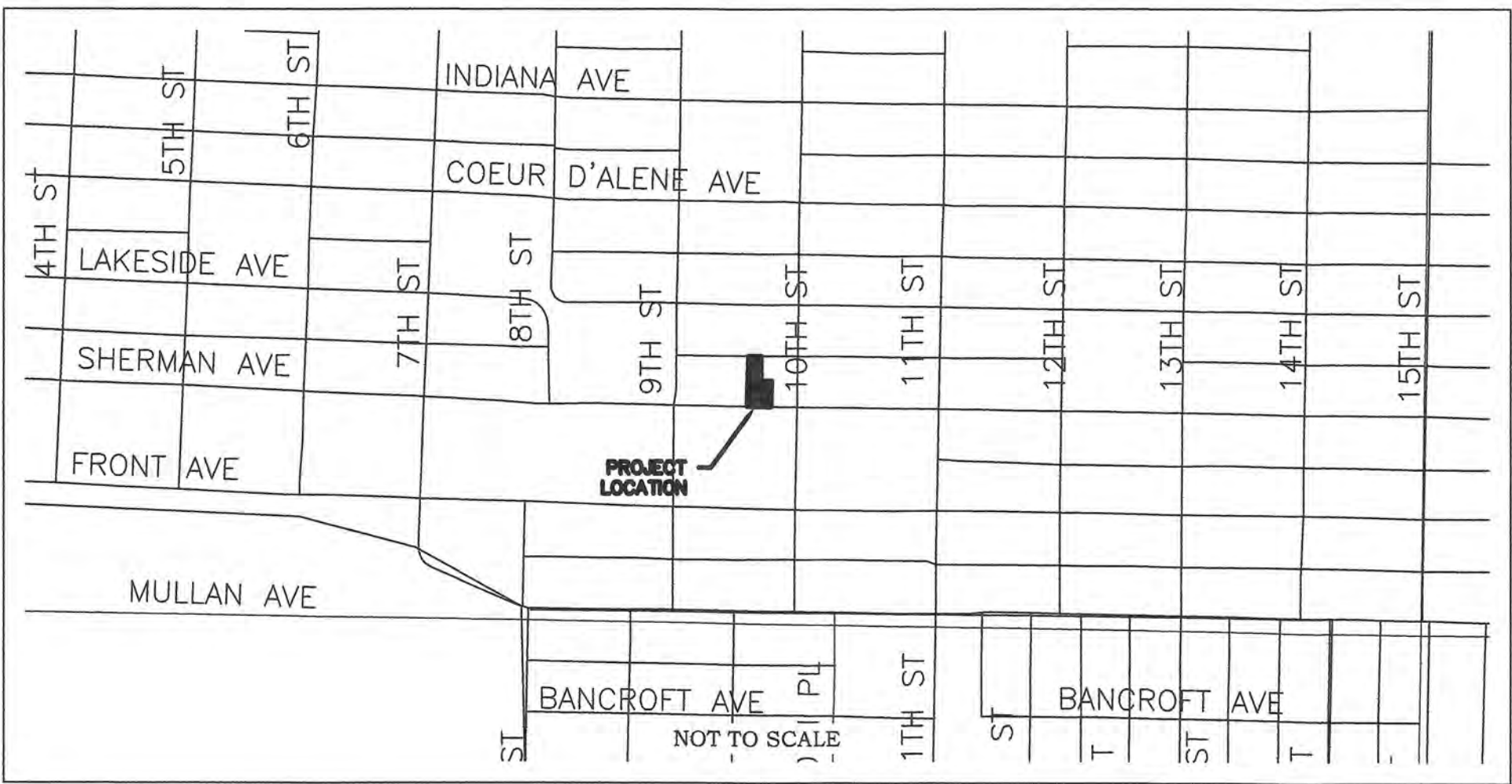
CITY OF COEUR D'ALENE, CLERK \_\_\_\_\_

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, THAT THE REQUIRED TAXES ON THE HEREIN PLATTED LAND HAVE BEEN PAID THROUGH \_\_\_\_\_.

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

VICINITY MAP



RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_,  
AT \_\_\_\_\_ M. AND DULY RECORDED IN BOOK \_\_\_\_\_ OF PLATS AT PAGE(S) \_\_\_\_\_ AND UNDER INSTRUMENT NO. \_\_\_\_\_ AT THE REQUEST  
OF \_\_\_\_\_.

JIM BRANNON, KOOTENAI COUNTY RECORDER

FEE PAID

COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND APPROVE THE SAME FOR RECORDING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

RODNEY E. JONES PLS 12463  
KOOTENAI COUNTY SURVEYOR



SURVEYOR'S CERTIFICATE

I, CHAD J. JOHNSON, PLS 9367, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS IS A TRUE SURVEY OF THE PLATTED LAND MADE BY ME, OR UNDER MY DIRECT SUPERVISION, AND THAT APPLICABLE CORNER RECORDS HAVE BEEN FILED, IN COMPLIANCE WITH THE LAWS OF THE STATE OF IDAHO.

CHAD J. JOHNSON PLS 9367

DATE



THE CITY LOFTS FIRST AMENDMENT

SHERMAN AVENUE  
SE 1/4 SECTION 13, TOWNSHIP 50 NORTH, RANGE 4 WEST., B.M.,  
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

DATE SURVEYED: MAY 2018

DRAFTED BY: BAG

PLOT DATE: 01/25/2019

SHEET

FILE NAME: 18-036 SURVEY

CHECKED BY: CJJ

PROJECT No.: 18-036

7  
7

Johnson  
Surveying

P.O. Box 2544 Post Falls, ID 83877  
208-660-2351  
johnsonsurveyingnw.com

RESOLUTION NO. 19-006

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE BELOW MENTIONED CONTRACTS, AGREEMENTS, AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING: A SUBDIVISION IMPROVEMENT AGREEMENT, FINAL PLAT, AND SECURITY FOR THE BELLERIVE CENTENNIAL TRAIL RIVERFRONT ADDITION; RATIFICATION OF AN AGREEMENT WITH WESTERN STATES EQUIPMENT COMPANY FOR A WHEEL LOADER; A CONTRACT WITH SPECIALTY PUMP SERVICE FOR THE LOCUST WELL PUMP REHABILITATION PROJECT; A CONTRACT WITH NNAC FOR THE 2019 COMPOST FACILITY IMPROVEMENTS PROJECT; AND FUNDING FOR ADDITIONAL HOURS OF EMPLOYMENT FOR THE CITY'S COMMUNITY DEVELOPMENT BLOCK GRANT SPECIALIST.

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

- A) Approval of a Subdivision Improvement Agreement, Final Plat, and Security for Bellerive Centennial Trail Riverfront Addition [SS-18-17];
- B) Ratification of a Sales Agreement with Western States Equipment Company for the lease of a 2018 Caterpillar 930M Wheel Loader;
- C) Approval of a Contract with Specialty Pump Service, Inc., for the Locust Well Pump Rehabilitation project in an amount not to exceed \$90,000.00;
- D) Approval of a Contract with National Native American Construction, Inc., (NNAC) for the 2019 Compost Facility Improvements project in the amount of \$636,900.00; and
- E) Approval of funding for an additional 10 hours per week of employment for the Community Development Block Grant Specialist position in the amount of \$14,113.00 for the current fiscal year;

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 contracts, agreements, and other action;

NOW, THEREFORE,



BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into contracts and agreements, and take the other action for the subject matter as set forth in substantially the form attached hereto as Exhibits "A" through "E" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said contracts and agreements, and the other action, so long as the substantive provisions of the contracts and agreements, and the other action remain intact.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and they are hereby authorized to execute such contracts and agreements, or other documents as may be required on behalf of the City.

DATED this 19<sup>th</sup> day of February, 2019.

\_\_\_\_\_  
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 \_\_\_\_\_.

## **CITY COUNCIL STAFF REPORT**

**DATE:** February 19, 2019  
**FROM:** Dennis Grant, Engineering Project Manager  
**SUBJECT:** **SS-18-17, Bellerive Centennial Trail Riverfront Addition: Final Plat, Subdivision Improvement Agreement & Security Approval**

---

### **DECISION POINT**

Staff is requesting the following:

1. City Council approval of the final plat document, a two (2) lot commercial (C-17 PUD) subdivision.
2. City Council approval of the furnished subdivision improvement agreement and security.

### **HISTORY**

- a. Applicant: Anders Hainer, Managing Member  
Riverfront CDA, LLC  
22425 Ventura Blvd. Ste. 96  
Woodland Hills, CA 91364-1524
- b. Location: Southeast corner of Beebe Boulevard and Bellerive Lane Intersection.
- c. Previous Action:
  1. Preliminary plat approval, December 3, 2018

### **FINANCIAL ANALYSIS**

The developer is furnishing security in the amount of \$8,925.00 which covers the outstanding cost of the uninstalled infrastructure installations that are required for this development.

### **PERFORMANCE ANALYSIS**

The developer has completed the necessary subdivision agreement and is bonding for the outstanding infrastructure items (Installation of sidewalk per City Standards and the PUD requirements) in order to receive final plat approval. The installation of the agreement and security enables the developer to receive final plat approval and sell platted lots, however, occupancies will not be allowed until all infrastructure installation has been completed, and, the improvements accepted by the City. The developer has stated that all infrastructure installations will be complete by October 1, 2019.

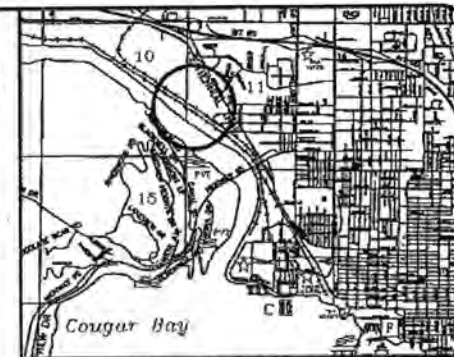
### **DECISION POINT RECOMMENDATION**

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

# BELLERIVE CENTENNIAL TRAIL RIVERFRONT ADDITION

A REPLAT OF A PORTION OF LOT 1 & LOT 2, BLOCK 1, BELLERIVE 3rd ADDITION  
A PORTION OF THE SE 1/4 OF SECTION 10 & THE SW 1/4 OF SECTION 11,  
TOWNSHIP 50 NORTH, RANGE 04 WEST, BOISE MERIDIAN,  
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

PAGE 1 OF 2



VICINITY MAP  
NO SCALE

## OWNERS CERTIFICATE

BE IT KNOWN BY THOSE PRESENT THAT RIVERFRONT COA, LLC HEREBY CERTIFIES THAT THEY OWN AND HAVE Laid out the land embraced within this plat to be known as "BELLERIVE CENTENNIAL TRAIL RIVERFRONT ADDITION", BEING A REPLAT OF A PORTION OF LOT 1 AND A PORTION OF LOT 2, BLOCK ONE, BELLERIVE 3RD ADDITION AS RECORDED WITH KOOTENAI COUNTY RECORDER IN BOOK "C" OF PLATS AT PAGE 281, BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 10 AND THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 50 NORTH, RANGE 04 WEST OF THE B.M., CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE WITHNESS CORNER FOR THE QUARTER CORNER OF SAID SECTION 10 AND SECTION 11 BEING A 2" A.C. MONUMENT (PER CNF INSTRUMENT #194 (6335) FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 10 BEING A 3" 3/4" D.C. MONUMENT (PER CNF INSTRUMENT #216963-4000) BEARS NORTH 01°10'10" EAST, THENCE SOUTH 01°11'12" WEST, 453.15 FEET TO A 3/8" REBAR & CAP "PLS 3967"; THENCE SOUTH 32°02'35" WEST, 15.00 FEET TO AN ANGLE POINT ON THE NORTH LINE OF SAID LOT 1 BEING A 3/8" REBAR AND THE TRUE POINT-OF-BEGINNING FOR THIS DESCRIBED PARCEL OF LAND;

THENCE SOUTH 59°02'30" EAST, 36.72 FEET TO THE NORTHWESTERLY CORNER OF DEED INSTRUMENT #2464729000, WITNESSED BY A 5/8" REBAR & CAP "PLS 4162";

THENCE SOUTH 34°59'25" WEST, 146.40 FEET TO THE SOUTHWESTERLY CORNER THEREOF, WITNESSED BY A NAIL AND TAG "PLS 4162" SET IN CONCRETE.

THENCE ALONG THE NORTHEASTERLY LINE OF BELLERIVE LAKE AS FOLLOWS:

52.71 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 3263.00 FEET, A CENTRAL ANGLE OF 00°59'11" AND A CHORD BEARING NORTH 34°53'24" WEST, 52.71 FEET TO THE POINT OF TANGENCY;

NORTH 54°27'46" WEST, 135.76 FEET;

44.75 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2482.00 FEET, A CENTRAL ANGLE OF 01°01'57" AND A CHORD BEARING NORTH 54°57'57" WEST, 44.75 FEET TO THE POINT OF TANGENCY;

NORTH 54°20'56" WEST, 23.79 FEET;

70.30 FEET ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 183.00 FEET, A CENTRAL ANGLE OF 30°14'56" AND A CHORD BEARING NORTH 30°18'25" WEST, 69.68 FEET TO THE POINT OF TANGENCY;

70.30 FEET ALONG A REVERSE CURVE HAVING A RADIUS OF 144.00 FEET, A CENTRAL ANGLE OF 28°00'24" AND A CHORD BEARING NORTH 30°17'12" WEST, 69.69 FEET TO THE POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF REBE BOULEVARD, WITNESSED BY A NAIL AND TAG "PLS 4346";

THENCE LEAVING SAID NORTHEASTERLY LINE OF BELLERIVE LAKE ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE FOR SAID REBE BOULEVARD, NORTH 26°42'31" EAST, 62.23 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 1;

THENCE LEAVING SAID RIGHT-OF-WAY LINE, SOUTH 57°57'24" EAST, 425.20 FEET RETURNING TO THE POINT-OF-BEGINNING;

CONTAINING 1.331 ACRES (57,977 SQ. FEET) MORE OR LESS;

TOGETHER WITH AND SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD AND IN VIEW.

BE IT FURTHER KNOWN THAT:

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

ANDERS HANER, MANAGING MEMBER  
RIVERFRONT COA, LLC

DATE

## NOTARY PUBLIC CERTIFICATE

STATE OF IDAHO } S.S.  
COUNTY OF KOOTENAI }

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016,  
BY ANDERS HANER AS MANAGING MEMBER OF RIVERFRONT COA, LLC,

NOTARY PUBLIC FOR THE STATE OF IDAHO

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

## HEALTH DISTRICT APPROVAL

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON CONFIRMATION FROM THE QUALIFIED LICENSED PROFESSIONAL ENGINEER (RUE) REPRESENTING THE CITY OF COEUR D'ALENE THAT PREVIOUSLY INSTALLED SEWER AND WATER SERVICES EXIST AND ARE AVAILABLE TO ALL PARCELS WITHIN THIS DEVELOPMENT. SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH SECTION 50-1324, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016,

PANHANDLE HEALTH DISTRICT 1

## CITY COUNCIL APPROVAL

THIS PLAT HAS BEEN EXAMINED BY THE COEUR D'ALENE CITY COUNCIL AND IS HEREBY APPROVED FOR FILING.

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016,

COEUR D'ALENE CITY CLERK

## CITY ENGINEER

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS SUBDIVISION PLAT AND APPROVE THE SAME FOR FILING.

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016,

CITY OF COEUR D'ALENE, ENGINEER

## COUNTY RECORDER

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

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016, AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ AM

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

IN BOOK \_\_\_\_\_ OF PLATS, AT PAGES \_\_\_\_\_

KOOTENAI COUNTY RECORDER

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

## COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES DUE FOR THE PROPERTY DESCRIBED IN THE OWNERS CERTIFICATE AND DEDICATION HAVE BEEN PAID THROUGH:

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

KOOTENAI COUNTY, TREASURER

## COUNTY SURVEYOR'S CERTIFICATE

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

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.



KOOTENAI COUNTY, SURVEYOR

## SURVEYOR'S CERTIFICATE

I, MATTHEW S. MAYBERRY, P.L.S., ASSEE, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO DO HEREBY CERTIFY THAT THIS PLAT IS BASED ON AN ACTUAL SURVEY OF THE LAND DESCRIBED HEREIN, CONDUCTED BY ME OR UNDER MY SUPERVISION DURING THE PERIOD OF MAY, 2016, THAT THE DISTANCES, COURSES AND ANGLES ARE SHOWN THEREON CORRECTLY, AND THAT ALL MONUMENTS HAVE BEEN SET AS DENOTED ON PAGE 2 OF THIS PLAT IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO AS THEY PERTAIN TO PLATS AND SURVEYS.



ADVANCED  
TECHNOLOGY  
SURVEYING &  
ENGINEERING  
INC.

P.O. BOX 3497, HAYDEN IDAHO, 83435  
PH. (208) 772-2745 • FAX (208) 762-7131

SCALE: 1/4" = 1' 00"  
CHECKED BY: NBSM  
DATE: 06/18/2016  
DRAWN BY: MBSM  
DATE: 05-07-2016  
DWG: PLAT  
PROJ: 16-032

# BELLERIVE CENTENNIAL TRAIL RIVERFRONT ADDITION

A REPLAT OF A PORTION OF LOT 1 & LOT 2, BLOCK 1, BELLERIVE 3rd ADDITION  
A PORTION OF THE SE 1/4 OF SECTION 10 & THE SW 1/4 OF SECTION 11,  
TOWNSHIP 50 NORTH, RANGE 04 WEST, BOISE MERIDIAN,  
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

PAGE 2 OF 2

## LEGEND

- ★ SET 5/8" BY 3/4" REBAR WITH PLASTIC CAP OR A P.N. NAIL & WASHED MARKED "105" P.L.S. 4 8562"
- FOUND 5/8" REBAR, NO CAP
- FOUND 5/8" REBAR, 1 CAP P.L.S. 4182"
- FOUND 5/8" REBAR, 1 CAP P.L.S. 9357"
- FOUND 2.5" A.C. MONUMENT P.L.S. 4346"
- COMPUTED POINT (NOTHING FOUND OR SET)
- ✕ FOUND NAIL AND TAG AS DESCRIBED
- ✕ SECTION CORNER
- ✕ QUARTER CORNER (COMPUTED)
- WITNESS CORNER

## SECTION CORNER

FOUND: 3.25" L.T.D. BRASS CAP  
PER C.P.M. INST. #2169634000

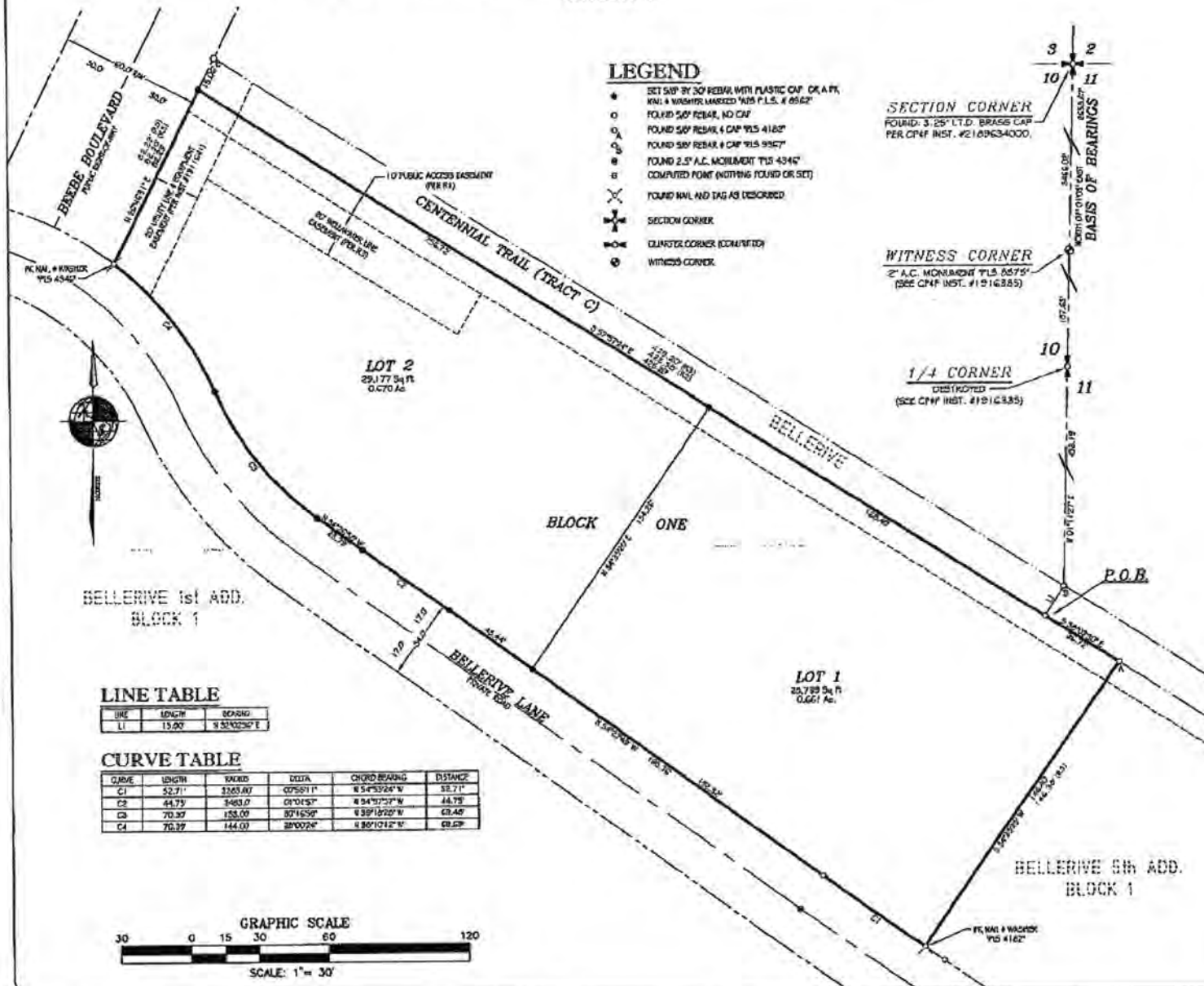
## WITNESS CORNER

2" A.C. MONUMENT P.L.S. 8575"  
(SEE C.P.M. INST. #1516385)

## 1/4 CORNER

DESTROYED  
(SEE C.P.M. INST. #1516385)

3 2  
10 11  
BASIS OF BEARINGS



## REFERENCES

- R-1) BELLERIVE BY RONALD M. HODGE, P.L.S. 8670, RECORDED APRIL 2006 IN BOOK 32 OF PLATS AT PAGE 111.
  - R-2) BELLERIVE 1st ADDITION BY GARY R. STONE, P.L.S. 4346, RECORDED MARCH 2008 IN BOOK 32 OF PLATS AT PAGE 188.
  - R-3) BELLERIVE 3rd ADDITION BY CHAD J. JOHNSON, P.L.S. 9367, RECORDED MARCH 2010 IN BOOK 32 OF PLATS AT PAGE 281.
  - R-4) BELLERIVE 5th ADDITION BY DAVID E. SCHUMANN, P.L.S. 4182, RECORDED AUGUST 2014 IN BOOK 32 OF PLATS AT PAGE 467.
  - R-5) SURVEY BY DAVID E. SCHUMANN, P.L.S. 4182, RECORDED JULY 2014 IN BOOK 32 OF SURVEYS AT PAGE 174.
  - R-6) WARRANTY DEED INSTRUMENT NUMBER 2464729000.
- ALL INSTRUMENT NUMBERS, BOOK AND PAGE NUMBERS, PLATS, SURVEYS, DEEDS, AND OTHER DOCUMENTS REFER TO KOOTENAI COUNTY RECORDS, UNLESS OTHERWISE INDICATED.

## NOTES

1. THERE WAS NO ATTEMPT MADE TO SHOW ALL PHYSICAL FEATURES OF THIS PROPERTY, OR SHOW ANY NON-RECORDED ENCUMBRANCES. ITEMS SUCH AS BUILDINGS AND FENCES WHICH MAY BE SHOWN, ARE FOR INFORMATIONAL PURPOSES ONLY.
2. THIS SURVEY WAS PERFORMED BY A COMBINATION OF FIELD TRAVELING USING A TRIMBLE 56-2 SECOND RECENT TOTAL STATION AND A TRIMBLE R2-4 GNSS DANCE UNIT AND A P2 RTK ROVER UNIT.
3. THE SURVEY UPON WHICH THIS PLAT IS BASED ON WAS PERFORMED ACCORDING TO IDAHO CODE 55-19-11 FOR LAND BOUNDARY SURVEYS. ANY TERRESTRIAL MEASUREMENTS AND TRAVERSES WERE PERFORMED AND ANALYZED TO VERIFY THAT THEY EXCEED THE REQUIREMENTS OF THIS SECTION FOR ERROR CLOSURE.
4. THE PURPOSE OF THIS PLAT IS TO SUBDIVIDE THE EXISTING PARCEL ACCORDING TO THE CITY OF COEUR D'ALENE SUBDIVISION ORDINANCE CHAPTER 16.30 SHORT SUBDIVISIONS.
5. TITLE POLICY FROM FIRST AMERICAN TITLE COMPANY, ORDER NO. 886014-C, DATED MAY 30, 2018 WAS UTILIZED FOR THIS PLAT.

## BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 10, TAKEN TO BEAR NORTH 01°10'05" EAST, ACCORDING TO THE KOOTENAI COUNTY HORIZONTAL CONTROL NETWORK HAD 88, IDAHO WEST ZONE, (1992 ADJUSTMENT) WITH A CONVERGENCE ANGLE OF 0.047007 CALCULATED AT THE NORTHEAST CORNER OF SAID SECTION 10.



**ADVANCED  
TECHNOLOGY  
SURVEYING &  
ENGINEERING**

P.O. BOX 3457, HAYDEN IDAHO, 83415  
PH: (208) 772-2741 • FAX: (208) 762-7731

SCALE: 1"=30'

CHECKED BY: MWM  
DATE: 06-16-2018  
DRAWN BY: MWM  
DATE: 06-07-2018  
DWG: PLAT  
PGM: 18-074

**AGREEMENT TO PERFORM SUBDIVISION WORK**  
**Bellerive Centennial Trail Riverfront Addition (SS-18-17)**

THIS AGREEMENT made this 19<sup>th</sup> day of February, 2019 between Anders Hainer, Managing Member, Riverfront CDA, LLC, whose address is 22425 Ventura Blvd. STE 96, Woodland Hills, CA 91364-1524, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved, subject to completion of the required improvements, the subdivision plat of Bellerive Centennial Trail Riverfront Addition, a two (2) lot, commercial development in Coeur d'Alene, situated in the Southeast ¼ of Section 10 and the Southwest ¼ of Section 11, Township 50 North, Range 4 West, B.M., Kootenai County, Idaho; NOW, THEREFORE,

**IT IS AGREED AS FOLLOWS:**

The Developer agrees to complete the following public improvements: Installation of sidewalk per City Standards and the PUD requirements along the frontage of Bellerive Lane on or before the 1<sup>st</sup> day of October, 2019. Said improvements are more particularly described on the submitted estimate of probable construction costs dated December 13, 2018 attached as Exhibit "A", compiled by Randell G. Hahn, PE, #6734 of ATS, Inc., whose address is P.O. Box 3457, Hayden, ID 83835.

The Developer, prior to recording the plat, shall deliver to the City, security in the amount of Eight Thousand Nine Hundred and Twenty-five and 00/100 Dollars (\$8,925.00) which is the cost required for securing the obligation of the Developer to complete the subdivision improvements referred to herein. Should the Developer noted herein fail to complete the improvements within the time herein provided, the City may utilize the funds to complete or have the improvements completed. In the event the City completes the improvements as a result of the Developer's default, the Developer shall be responsible for any costs that exceed the installed security for the public improvements noted herein.

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

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

**City of Coeur d'Alene**

**Developer**

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

\_\_\_\_\_  
Anders Hainer, Managing Member  
Riverfront CDA, LLC

**ATTEST:**

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





**Advanced Technology  
Surveying & Engineering**

P.O. Box 3457 Hayden, Idaho 83835  
PH. (208) 772-2745 Fax. (208) 762-7731

EXHIBIT "A"

**ENGINEERS COST ESTIMATE**

**BELLERIVE CENTENIAL RIVERFRONT ADDITION PLAT**

**(IMPROVEMENTS)**

December 13, 2018

<u>DESCRIPTION</u>	<u>TOTAL</u>
Cement Concrete Sidewalk 170 linear feet	5,950.00

TOTAL ESTIMATE FOR LOC FROM BANK       $\$5,950.00 \times 1.5 = \$8,925.00$





Hayden  
10780 N Highway 95 Hayden, ID 83835  
208.762.6690

**SOLD TO:**

City Of Coeur D'Alene  
710 E Mullan Ave  
Coeur d Alene, ID 83814-3958

**SHIP TO:**

Office  
710 E Mullan Ave  
Coeur d Alene, ID 83814-3958

**SALES AGREEMENT**

AGREEMENT: Q000122443-3

AGREEMENT DATE: 1/28/2019

AGREEMENT EXPIRES: 1/4/2019

WAREHOUSE: Hayden Machine Sales

CUSTOMER NO.: 1055800

CUSTOMER PO:

SALESMAN: Jeff D Shaw

Jeff.Shaw@wseco.com

**ITEM DESCRIPTION****PRICE**

2018 Caterpillar 930M Wheel Loader S/N: KTG04251 SMU: 16 hrs ID:E0036774

\$193,390.53

- PAL BKT3.00YD QC BOCE SWL S/N: AKR54893 ID: E0045028
- PAL CPLR 930M S/N: TBD ID: E0045032
- Caterpillar KIT 4TH VALVE SWL S/N: E0045044A ID: E0045044
- CT TIRES S/N: E0045112A ID: E0045112
- HEN 12' REVERSIBLE PLOW S/N: TBD ID: E0045020
- Delivery Freight
- New Warranty - 5 YR / 3000 HR GOV. FAILSAFE PAY FOR USE MAINTENANCE CONTRACT.

**Notes**

Before Tax Balance	\$193,390.53
Sales Tax	\$0.00
Trade Payoff	\$0.00
Downpayment	\$0.00
<b>Net Due</b>	<b>\$193,390.53</b>

**Western States Equipment****City Of Coeur D'Alene**

Order Received by \_\_\_\_\_

Approved and Accepted by N/A

Title Regional Sales Manager Date \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

Warranty Document Received (initial) \_\_\_\_\_

Trade Ins: All trade-ins are subject to equipment being in as inspected condition by vendor at time of delivery of replacement machine purchase above. Purchaser hereby sells the trade in equipment described above to the vendor and warrants it to be free and clear of all claims, liens, and security interest except as shown above.  
Warranty: By initialing above the customer acknowledges that they have received a copy of the Western States Co/Caterpillar Warranty and has read and understands said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified above.



# SALES AGREEMENT

NO.: Q000122443-3

## EQUIPMENT DETAILS

---

4302806 930M WHEEL LOADER  
3336527 DIFFERENTIAL,LIMITED SLIP REAR  
3668148 FENDERS, STANDARD  
4237201 SEAT, DELUXE  
4302833 HYD,3V,COUPLER READY,STD LIFT  
4302865 ENVIRONMENT, MEDIUM DEBRIS  
4303038 ENGINE AR  
4540610 WEATHER, COLD START 120V  
4881113 LIGHTS, AUX HALOGEN  
5201721 PRODUCT LINK, SATELLITE PLE631  
0P2491 KIT,SERIALIZED TECHNICAL MEDIA  
0P2266 SHIPPING/STORAGE PROTECTION  
0G6022 CERTIFICATE OF ORIGIN, ENGLISH  
90D3093 GP BKT 3.00YDX99.37 CT QC BOCE  
92F0907 CPLR H CT 930M 416 L/KIT  
..  
0P3537 930M MISC MATERIAL  
0P2160 PACK, MISCELLANEOUS MATERIAL  
TIRES 20.5R25 BRIDGE VSWAS 1\* 005537  
INSTALL INSTALLATION  
REL12 Henke 12' Reversible Plow

3331369 RADIO, CD, DELUXE  
3336850 STEERING, STANDARD  
3775635 CAMERA, REAR VIEW  
4251425 GUARD, POWERTRAIN, SIDE  
4302860 RIDE CONTROL  
4302943 PREP PACK, UNITED STATES  
4413367 JUMPER LINES, 3RD FUNCTION  
4677989 COUNTERWEIGHT, LOGGER/AGG  
5198081 TOOLBOX AUX, NONE  
5213244 CAB, DELUXE  
0P0210 PACK, DOMESTIC TRUCK  
0P9002 LANE 2 ORDER  
WT-ALLIED WT-ALLIED  
WT-ALLIED WT-ALLIED  
91T1706 HYD KIT CT 930M INSTALL  
WT-SWL WT-SWL  
4520862 KIT, 4TH VALVE, STANDARD LIFT  
WT-ALLIED WT-ALLIED  
0R25T ORING EARTHMOVER 25" SM  
WT-ALLIED WT-ALLIED  
Hi Gate, Mechanical Float, SWS

## TERMS AND CONDITIONS

**1. OFFER TO SELL, METHODS OF ACCEPTANCE AND AGREEMENT TERMS:** This Sales Agreement ("SA") is an offer for the sale of the equipment, vehicles, accessories and attachments described on the invoice (referred to generally as "equipment" or "goods") by Western States Equipment Company, an Idaho business corporation or its affiliates ("WSECO") to Customer under the terms and conditions specified herein. This offer may be accepted by (1) the execution of this SA by a representative of Customer or (2) Customer's verbal or written authorizations or conduct consistent with prior course of dealing between the parties authorizing WSECO to take action to fulfill this SA, or (3) the commencement of the manufacture or shipment of the goods specified in this SA, whichever of the foregoing first occurs.

Acceptance of this SA is limited to the express terms stated herein. Any proposal in Customer's acceptance for additional or different terms or any attempt by Customer to vary in any degree any of the terms is objected to and hereby rejected, but such proposals shall not operate as a rejection of this offer, unless such variances are in the terms of the description, quantity, price, delivery schedule, or payment schedule of the goods, but shall be deemed a material alteration of this SA and this SA shall be deemed agreed to by WSECO without said additional or different terms. Once accepted, this SA shall constitute the entire agreement between WSECO and Customer. WSECO is not bound by any representation or agreements, express, or implied, oral or otherwise, which are not stated within this SA or contained in a separate writing supplementing this SA and signed by authorized agents of both WSECO and Customer. This SA will supersede all previous communications, agreements, and contracts with respect to the subject matter hereof and no understanding, agreement, term, condition, or trade custom at variance with this SA will be binding on WSECO. No waiver or modification of the terms and conditions hereof will be effective unless in writing and signed by both Customer and WSECO.

**2. PAYMENT TERMS:** Customer agrees to pay the sales price for the equipment, less any net trade-in allowance, in accordance with the payment terms as all stated on the invoice. The sales price is offered F.O.B. at WSECO's designated facility as stated on the invoice and Customer is responsible for all shipping charges as provided in this SA. Customer is also responsible for paying all applicable sales, use or any other applicable taxes levied or assessed on the equipment by any federal, state or local governmental authority, unless Customer provides WSECO an appropriate exemption certificate as stated on the invoice. In the event that Customer fails to pay any applicable tax or other charge as agreed herein or fails to provide a valid exemption certificate, Customer agrees to indemnify and hold WSECO harmless from any liability and expense by reason of Customer's failure to pay said taxes or assessments, including, but not limited to, WSECO's reasonable attorney's fees and costs and other necessary legal expenses resulting from such failure.

**3. GRANT OF SECURITY INTEREST, AUTHORIZATION TO FILE STATEMENT AND PROTECTION OF COLLATERAL:** Until the Customer pays the total sales price and additional charges as provided in this SA, Customer hereby grants WSECO a security interest in and to the equipment and all additions, replacements, substitutions, and proceeds of the same ("Collateral") to secure payment of the sales price and any and all other amounts owed or owing by Customer to WSECO under this SA or otherwise. Customer authorizes WSECO to file financing statement(s) evidencing this security agreement and the collateral subject thereto and to take all steps necessary to perfect WSECO's interest in the equipment.

Customer agrees to execute any documents required by WSECO to evidence and perfect such security interest. Customer hereby appoints WSECO as its irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect or to continue the security interest granted in this SA. Customer will reimburse WSECO for all expenses for the perfection and the continuation of the perfection of WSECO's security interest in the Collateral. Customer promptly will notify WSECO before any changes in Customer's name including any changes to the assumed business names of Customer.

Customer, upon WSECO's request, will deliver to WSECO a schedule of the locations of the Collateral and agrees to update the list upon WSECO's further request. Customer will not commit or permit damage to or destruction of the Collateral or any material part of the Collateral. WSECO and its designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral. Customer shall immediately notify WSECO of all cases involving the loss or damage of or to any material portion of the Collateral and generally of all material happenings and events affecting the Collateral.

**4. INSURANCE:** Customer shall not move, load, transport or otherwise handle the equipment on WSECO's premises without first having obtained insurance coverage. Customer shall carry all risks insurance on the equipment, including, without limitation, fire, theft and liability coverage with such other insurance as necessary to protect Customer's and WSECO's respective interests in the equipment. As long as any portion of the sales price is outstanding, Customer will deliver to WSECO from time to time the policies or certificates of insurance in forms satisfactory to WSECO, showing WSECO as an additional insured and including stipulations that coverage will not be cancelled or diminished without at least fifteen (15) days prior written notice to WSECO.

**5. TIME OF DELIVERY AND SHIPPING:** Orders for equipment are processed in the order of their acceptance by WSECO and WSECO will use its reasonable efforts to deliver the equipment to Customer on the scheduled delivery date as stated on the invoice. However, shipping and delivery dates are acknowledged to be estimates only and dependent upon many factors outside of WSECO's control including, but not limited to, the manufacturer's production schedule, material and labor shortages, shipping delays and various other unrelated factors. WSECO is not liable for delays or damages caused by delays in delivery or shipment of the equipment, unless stated on the face of the invoice to the contrary. Customer is responsible for all freight, shipping, loading and unloading costs.

**6. RISK OF LOSS/SHORTAGES/REJECTION OF GOODS:** Risk of loss of the goods shall pass to Customer as soon as the goods are properly loaded on the carrier. WSECO's responsibility for shipment ceases upon delivery of the goods to a transportation company. Any claim by Customer for shortage in shipment shall be made by written notice to WSECO within fifteen (15) days after receipt of the shipment. It is specifically agreed that the risk of loss shall not be altered by the fact that the conduct of either party hereto may constitute a default or breach and shortage in shipment is not deemed to constitute a nonconformity.

All equipment or goods shall be subject to the standard manufacturing and commercial variation and practices of the manufacturer thereof. In the event of shipment of non-conforming goods, WSECO shall be given a reasonable opportunity to replace the goods with those which conform to the order. Any notices pertaining to rejection or claims of nonconformity must be made in writing specifying in detail Customer's objections and such notices must be delivered within fifteen (15) days after delivery of the goods. It is agreed that in the event of rejection, Customer will store the goods or reship the goods to WSECO. Should Customer use the equipment or goods, such use shall be deemed an unequivocal acceptance of the goods. If Customer accepts goods tendered under this SA, such acceptance shall be final and irrevocable; no attempted revocation shall have any effect whatsoever.

**7. ASSIGNMENTS:** No right or interest in this SA shall be assigned by Customer without the written permission of WSECO, and no delegation of any obligation owed or of the performance of any obligation by Customer shall be made without written permission of WSECO. Any attempted assignment or delegation by Customer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

**8. NO WARRANTY:** Unless provided otherwise on the invoice, the equipment is purchased "**AS IS**" and there is no other agreement with Customer regarding the equipment other than what is stated in this SA and in any credit instrument and/or guaranty between Customer and WSECO. There are no other warranties, express or implied, for any equipment, product, service, or other items sold or furnished under this SA unless agreed to in writing between Customer and WSECO. **WSECO DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**9. EQUIPMENT FAILURE/LIMITATION OF REMEDIES:** If, for any reason, the equipment does not perform satisfactorily, as judged by WSECO in its sole discretion, WSECO may repair or replace the equipment or any part thereof, at its option, without affecting any of the terms of this SA. This remedy does not apply if the equipment has failed or performs less than satisfactorily due to improper use of the equipment, accident (including, damage during shipment), neglect, abuse, misuse or exposure of the equipment to conditions beyond capacity, power, environmental design limits or operation constraints specified by WSECO or the equipment manufacturer. Customer is responsible for all expenses related to repair or replacement due to these causes. **THE REMEDIES IN THIS PARAGRAPH ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AGAINST WSECO.**

**10. LIMITATION OF LIABILITY:** Notwithstanding trade customs or prior course of dealing to the contrary, in no event will WSECO, its subsidiaries, affiliates, agents or employees be liable for any incidental, indirect, special, or consequential damages in connection with or arising out of this SA or furnishing of any goods, services or other items or any third party's ownership, maintenance, or use of any goods, services or other items furnished under this SA, including, but not limited to, lost profits or revenues, loss of use of the equipment or any associated goods, damage to associated goods, costs of capital, cost of substitute goods, or claims of Customer's clients for such damages. Customer's sole remedy, for any liability of WSECO of any kind, including but not limited to negligence, with respect to any equipment, service, or other item is limited to that set forth in the paragraph entitled "**EQUIPMENT FAILURE/LIMITATION OF REMEDIES**" of this SA. WSECO is not responsible for meeting any federal, state, local or municipal code or specification (whether statutory, regulatory or contractual), unless Customer specifies it in writing and WSECO agrees to it in writing. Customer agrees that it has selected each item of equipment based upon its own judgment and particular needs and disclaims any reliance upon any statements or presentations made by WSECO. The liability for performing under any manufacturer warranty program rests solely with the subject manufacturer and WSECO has no liability or responsibility for performance thereunder.

**11. FORCE MAJEURE:** WSECO shall not be responsible or liable for any delay or failure to deliver any or all of the goods and/or performance of the services where such delay or failure is caused by any act of God, fire, flood, inclement weather, explosion, war, insurrection, riot, embargo, statute, ordinance, regulation or order of any government or agent thereof, shortage of labor, material fuel, supplies or transportation, strike or other labor dispute, or any other cause, contingency, occurrence or circumstance of any nature, whether or not similar to those herein before specified beyond WSECO's control, which prevents, hinders or interferes with manufacture, assembly or delivery of the goods or performance of the services. Any such cause, contingency, occurrence or circumstances shall release WSECO from performance of its obligations hereunder.

**12. INDEMNITY:** Customer agrees to indemnify and hold WSECO harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, damages (including but not limited to consequential and incidental damages), liabilities, fees (including, but not limited to, attorney fees and court costs), and settlements, (including those brought or incurred by or in favor of Customer's employees, agents and subcontractors), arising out of or related to the selection, delivery, loading, unloading, towing, possession, use, operation, handling or transportation of the equipment. Customer agrees to defend, at its expense, any and all suits brought against WSECO either alone or in conjunction with others and additionally to satisfy, pay and discharge any and all judgments and fines against WSECO in any such suits or actions, whether based in negligence or otherwise.

**13. DEFAULT BY CUSTOMER:** An event of default shall occur if (a) Customer fails to pay when due the sales price; (b) Customer fails to perform or observe any covenant, condition, or agreement to be performed by it hereunder; (c) Customer ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing an inability to pay debts as they become due, files a petition in bankruptcy, or if its owners, shareholders or members of Customer take actions towards dissolution or liquidation of Customer; (d) Customer attempts to sell, transfer, or encumber, sublease or convey the equipment or any part thereof prior to paying the full sales price; or (e) WSECO, in good faith deems itself, insecure relative to payment of the sales price.



Upon the occurrence of any event of default, WSECO may exercise the following rights and remedies: (i) declare the sales price immediately due and payable; (ii) require Customer to assemble the equipment and make it available to WSECO at a place and time designated by WSECO; (iii) WSECO shall have full power and authority to sell, lease, transfer or otherwise deal with the equipment or proceeds thereof, and in connection therewith WSECO may bid on the goods or equipment and that a commercially reasonable price for said reclaimed equipment may be determined by WSECO based upon current national auction values, market trends relating to supply and demand, and related factors for goods of similar type and condition; (v) if WSECO chooses to sell or lease the reclaimed equipment, WSECO may obtain a judgment against Customer for any deficiency remaining on the sales price after application of all amounts received from the exercise of its rights under this SA; and (vi) all rights and remedies of a secured creditor under the provisions of the Idaho Uniform Commercial Code, as amended from time to time. All of WSECO's rights and remedies, whether evidenced by this SA or other related agreement, shall be cumulative and may be exercised singularly or concurrently. Customer agrees to pay all costs incurred by WSECO in enforcing this SA or any of its provisions, including without limitation reasonable attorney's fees and costs and all costs of reclaiming the goods, whether or not legal action is commenced.

**14. JURISDICTION AND VENUE:** This SA and the relationship between WSECO and Customer shall be governed and construed according to the laws of the State of Idaho. At the sole and exclusive election of WSECO, jurisdiction and venue for any action or dispute arising under this SA shall be in the in the Fourth Judicial District of the State of Idaho, in and for Ada County, which is WSECO's corporate headquarters and principal place of business, wherein the parties acknowledge having done business sufficient to establish minimum contacts under the Idaho long arm statute, and which is a mutually convenient forum. In addition, Customer waives any and all rights to jurisdiction and/or venue in any other forum, including waiver of any and all rights to remove the action from any court originally acquiring jurisdiction.

**15. EQUIPMENT DATA:** This machine may be equipped with a wireless data communication system, such as Product Link. In such case, Customer understands data reflecting the machine performance, condition and operation is being transmitted to Caterpillar/WSECO to better serve the Customer and to improve upon Caterpillar products and services. This data may include, but is not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers and installed attachments. Neither Caterpillar nor WSECO sell, rent or share collected information to any other third party, and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. and WSECO recognize and will respect customer privacy. Customer agrees to allow this data to be accessed by Caterpillar and WSECO within normal, accepted business practices.

The undersigned represents and warrants that he/she is authorized by Customer identified below to bind the Customer to the obligations and duties expressed herein and does so commit Customer to the terms and conditions of SA by signing below. Until this SA (or indential counterpart thereof) has been signed by our duly authorized representative, it will constitute an offer by Customer to enter into this SA with WSECO on the terms herein.

**CUSTOMER:** \_\_\_\_\_

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

Print Name: N/A

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

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

**WESTERN STATES EQUIPMENT COMPANY**

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

Print Name: \_\_\_\_\_

Title: Regional Sales Manager

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



STANDARD WARRANTY AND APPLICATION FOR  
EXTENDED COVERAGE FOR CATERPILLAR PRODUCTS

The Caterpillar equipment owner identified below ("Owner") hereby applies to Western States Equipment for Standard or Extended Coverage in accordance with the terms as set forth in this document, for the Caterpillar product identified below. Owner desires the Standard or Extended coverage option(s) listed below:

COVERAGE EXPIRATION - FIRST TO OCCUR (MONTHS OR HOURS) - Months after retail purchase (less duration of rental, demonstration, or other usage, if any, prior to the first purchaser or lessee)

Standard Warranty period based on Caterpillar guidelines				
OWNER's NAME City Of Coeur D'Alene			OWNER PHONE	
OWNER ADDRESS, CITY and ZIP CODE 710 E Mullan Ave Coeur d Alene, ID 83814-3958				
EXTENDED WARRANTY COVERAGE New Warranty - 5 YR / 3000 HR GOV. FAILSAFE PAY FOR USE MAINTENANCE CONTRACT.				
MODEL 930M	PRODUCT DESCRIPTION 930M Wheel Loader	HOUR METER 16	SERIAL NUMBER KTG04251	DELIVERY DATE

IMPORTANT NOTE TO OWNER: Complete terms of Standard or Extended Coverage are set forth on this document. Please read all pages carefully before signing. YOUR RIGHTS AND REMEDIES IN CONNECTION WITH STANDARD OR EXTENDED COVERAGE ARE LIMITED AS INDICATED ON ALL PAGES OF THIS DOCUMENT. CATERPILLAR PRODUCTS CARRY NO IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS. STANDARD WARRANTY OR EXTENDED COVERAGE IS NOT INSURANCE.

ACKNOWLEDGEMENTS: I have read and understand the terms, including limitations and exclusions, of Standard or Extended Coverage, and understand that it is not insurance. I also understand that the coverage applied for herein is not effective unless and until I pay the applicable charge for this extended coverage. I understand the SOS requirements \_\_\_\_\_ (initial)

OWNER/LESSEE SIGNATURE : \_\_\_\_\_ DATE: \_\_\_\_\_

The owner and product identified above meet all requirements for the coverage requested and the applicable charge for extended coverage has been paid.

DEALER SIGNATURE : \_\_\_\_\_ DATE: \_\_\_\_\_

TRANSFER: The unexpired portion of the Standard or Extended Repair Coverage may be transferred with Western States Equipment approval (see section F on back for complete details). Complete the section below to request transfer.

Purchase Application <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> FORESTRY <input type="checkbox"/> WASTE <input type="checkbox"/> GOVERNMENTAL <input type="checkbox"/> AG	PURCHASER NAME	DATE MACHINE SOLD	DATES INSPECTION COMPLETED & APPROVED	
	ADDRESS (STREET, RR)	(CITY/TOWN)	(STATE)	(ZIP CODE)
	TRANSFER HOUR METER READING	SIGNATURE OF NEW BUYER	DEALER CONFIRMATION	

By signing this agreement I agree to the terms on the following pages.

## CATERPILLAR STANDARD WARRANTY

**General Provisions:** Caterpillar warrants the products sold by it, and operating within the geographic area serviced by authorized USA and Canadian Caterpillar dealers, to be free from defects in material and workmanship. In other areas and for other products, different warranties may apply. Copies of applicable warranties may be obtained by writing Caterpillar Inc. 100 N.E. Adams St., Peoria IL, USA 61629-3345.

**Warranty Period:** The Standard Caterpillar Machine Warranty is 12 Months/UNLIMITED hours of operation (whichever occurs first), based upon Caterpillar's recommended guidelines. For new associated work tools, the warranty period is 12 Months/UNLIMITED hours, starting from the date of delivery or sale to first user. No extended coverage is available for Caterpillar work tools. For new replacement engines, the warranty is 6 months, starting from date of delivery to the first user. Note: For hydraulic line's quick connect / disconnect components sold on compact wheel loaders, mini hydraulic excavators, skid steer loaders, multi terrain loaders, and compact track loader machines, the warranty period is 50 hours starting from the date of delivery to the first user.

**Caterpillar Responsibilities:** If a defect in materials or workmanship is found during the Standard Warranty period, Caterpillar will, during normal working hours and at a place of business of a Caterpillar dealer or other source approved by Caterpillar. 1) Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar-approved repaired parts or assembled components needed to correct the defect. 2) Replace lubricating oil, filters, antifreeze, and other service items made unusable by the defect. 3) Provide reasonable or customary labor needed to connect the defect. Note: Items replaced under this warranty become the property of Caterpillar. **Owner Responsibilities:** The user is responsible for: 1) Providing proof of deliver date to the first user. 2) The costs associated with transporting the product. 3) Labor costs, except as stated under "Caterpillar Responsibilities." 4) Local taxes, if applicable. 5) Parts shipping charges in excess of those which are usual and customary (air freight). 6) Cost to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship. 7) Giving timely notice of a warrantable failure and promptly making the product available for repair. 8) Costs associated with the performance of required maintenance (including proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear. 9) Allowing Caterpillar access to all electronically stored data. 10) Costs associated with travel time and mileage required for on-site repairs.

### EXTENDED REPAIR COVERAGE

**A. General Provisions:** During the selected coverage period, Western States Equipment will repair or replace, at its option, covered components of the product identified on the face of this document under the Extended Coverage Section. Coverage is subject to the listed conditions of "Standard", "Full Machine", "Power Train", or "Power Train Plus Hydraulics" and for the appropriately indicated "Months" and "Hours" for components that are defective in material or workmanship, subject to the terms and conditions set forth on both sides of this document. Such repair or replacement will be free of charge for parts and labor, except as otherwise stated below or as stated within the Standard Caterpillar Warranty section above. Under the "Governmental Full Machine" option, the extended coverage includes Scheduled Oil Sampling materials and analysis provided by Western States Equipment at Caterpillar's prescribed intervals. An Extended Coverage Contract is not required for purchase or to obtain financing.

**Warranty Periods:** Warranty periods for Extended Coverage are indicated in the extended warranty coverage box on the face of this document. The coverage is listed for hours and months, whichever expires first.

**Owners Responsibilities:** The owner (lessee, for leased products) at their expense, must maintain the product in accordance with the product's Operators Manual, and, upon request, provide adequate records verifying maintenance. For the "Power Train", "Power Train Plus Hydraulics", and "Full Machine" Extended Coverage, Scheduled Oil Sampling (SOS) must be taken by the owner at Caterpillar recommended intervals and sent to Western States Equipment. Failure to do so could jeopardize the Extended Coverage and result in shared liability on a pro rata basis if SOS could have predicted or reduced the cost of a covered failure. Note: Any malfunction of the service meter shall be reported within 30 days of said malfunction in writing, or this agreement is null and void.

**Power Train Extended Coverage:** The following components are covered. If a component is not listed, it is not covered. 1) ENGINE: basic engine including engine components essential to engine operation (i.e., fuel pump, oil pump, water pump, turbocharger, governor, engine control module, etc.). 2) TRANSMISSION: includes transmission pump and hydraulic controls. 3) TORQUE CONVERTER/DIVIDER. 4) DRIVE LINE: includes pinion and bevel gear. 5) TRANSFER GEAR GROUP. 6) DRIVE AXLES. 7) FINAL DRIVES. 8) HYDRAULIC DRIVE PUMPS AND MOTORS: on hydraulic excavators and machines equipped with hydrostatic drive or differential steering, including hydrostatic lines between the pump and motor. 9) BRAKE COMPONENTS for track-type loaders and tractors, only if they also provide steering. 10) STEERING CLUTCH COMPONENTS: on track-type loaders and tractors, if so equipped. 11) DIFFERENTIAL STEERING COMPONENTS: includes differential steer planetary group, pump, motor and pilot valves. 12) VIBRATORY COMPONENTS: on vibratory compactors. Includes vibratory mechanism, hydraulic pump and motor, hydraulic valves, universal joints, bearings, and drum isolation system. 13) ROTOR DRIVE MECHANISM: on paving profilers, reclaimers and stabilizers. This includes the drive shaft group, sheave groups, and clutch group. This excludes belts, chains and rotor brakes. 14) ELECTRONIC CONTROLS AND SENSORS: which function to direct power for moving the machine. This includes power shift controls, engine pressure controls, differential lock, and fingertip controls. Also includes the wiring connectors that are part of the designated power train components.

**Power Train Plus Hydraulics Extended Coverage:** The following components are covered. If a component is not listed, it is not covered. Power Train Plus Hydraulics coverage includes all of the above listed items under Power Train for the appropriately indicated hours and months, plus the following: 1) HYDRAULIC/STEERING HOSES AND LINES. 2) HYDRAULIC QUICK-COUPERS AND SWIVELS. 3) HYDRAULIC TANKS: includes specific internal parts. 4) HYDRAULIC OIL FILTER BASE, excluding hydraulic oil filters. 5) HYDRAULIC PUMPS AND MOTORS: including steering pumps (main and supplemental). 6) HYDRAULIC CYLINDERS: steering, suspension, and implement hydraulic cylinders (includes bulldozer and ripper cylinders on track-type tractors). 7) HYDRAULIC VALVES AND CONTROLS: includes all parts that make up a valve for directing or controlling hydraulic fluid for steering and implements, including automatic blade controls and bucket position controls. 8) HYDRAULIC ACCUMULATORS: steering and implement. 9) HYDRAULIC OIL COOLERS: steering and implement.

**Full Machine Extended Coverage:** All of the listed items included in the POWER TRAIN and POWER TRAIN PLUS HYDRAULICS coverage, plus all attachments/accessories that were installed on the product before delivery which are not covered by another warranty, for the appropriately indicated hours and months of coverage on the face of this document (whichever expires first). Governmental application "Full Machine Failsafe Coverage" will also include all fluid filters and pre-paid SOS as prescribed by Caterpillar's recommendations and a 95% machine availability as recorded by owner. Machine availability for Governmental application Full Machine Failsafe coverage will be determined by:

Scheduled Hours Available for Work (numerator)

Scheduled Hours (denominator)

The machine availability will be evaluated at 12-month intervals. If machine availability is below 95%, Western States Equipment will reimburse owner \$25.00 per hour for the

hours necessary to "enhance" availability to the 95% level.

Note: "Power Train", "Power Train Plus Hydraulics", and "Full Machine" coverage continue (unless transferred or terminated as per Section C or G below) until the expiration of the hours or months listed on the face of this document. The coverage period ends after reaching the specified number of months selected, or when the machine's hour meter reaches the specified number of hours limitation selected, whichever occurs first. Extended Coverage is available only through Western States Equipment for Caterpillar Equipment.

**Note:** Once Extended Coverage becomes effective, Western States Equipment's obligations there under extend only to the applicant identified on the face of this document, unless the remaining coverage is transferred to a subsequent end use purchaser of the product in accordance with Section F below, and indicated on the face of this document, or cancelled under Section G below.

**Note:** The travel time and mileage/hauling option is available only to Governmental application "Full Machine Failsafe coverage" option.

**B. ITEMS NOT COVERED:** Western States Equipment is not responsible for the following: 1) Premiums charged for overtime labor requested by the owner/lessee. 2) Transporting the product to and from the place where service is performed, or service calls made by the repairing dealer if the travel time and mileage/hauling option is not included. 3) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, lack of proper protection during storage, vandalism, the elements, collision or other accidents, or acts of God. 4) Normal maintenance and replacement of maintenance and wear items, such as filters, oil, fuel, hydraulic fluid, lubricants, coolants and conditioners, labor for taking oil sample, tires, Freon, batteries, lights, paint, fuses, glass, seat upholstery, undercarriage, lubricated joints (including pins and bushings), blades and cutting edge parts, belts, dry brakes, dry clutch linings, and bulbs. 5) Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component. 6) Travel time and mileage for Extended Repair Coverage repairs in the field, if travel time and mileage/hauling option is not included. 7) Auxiliary Equipment Manufacturers' attachments and new associated work tools and attachments carry only one warranty as prescribed by that manufacturer. 8) Western States Equipment will not be responsible for repairs, cost of repairs, or be assessed hours against the availability guarantee for damage or downtime caused by fire, vandalism, accident, operator's abuse, negligence, strikes, acts of God, failure to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide, tire failure or Auxiliary Equipment or Attachments. 9) Owner/Lessee will not assess the time required to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide against the availability guarantee. 10) All costs (including travel time and mileage/hauling) for repairs required because of abuse or improper operation will be charged to the owner/lessee. Minor repairs that do not affect the immediate and safe operation of the machine will be completed within the earliest possible period within Western States Equipment maintenance schedule.

**C. TERMINATION OF EXTENDED COVERAGE:** Western States Equipment is relieved of its obligation under Extended Coverage if: 1) The product is altered or modified in any manner not approved by Western States Equipment in writing. 2) The product's hour meter has been rendered inoperative or otherwise tampered with, or any malfunction of the service meter is not reported within 30 days of said malfunction in writing to Western States Equipment. 3) The product is removed from Western States' territory. 4) Use is made of the product within an application group other than the one designated in the original application for Extended Coverage for the product.

**D. LIMITATIONS OF WESTERN STATES EQUIPMENT LIABILITY:** In no event will Western States Equipment be liable for any incidental or consequential damages (including, without limitation, loss of profits, rental of substitute equipment, or other commercial loss) that may be caused due to a defect in the product or the breach of performance of Western States Equipment obligations under Extended Coverage.

**E. OBTAINING EXTENDED COVERAGE SERVICE:** To obtain service the owner/lessee must request Extended Coverage Service from the nearest Western States Equipment branch. When making a request, the owner/lessee must promptly make the product available for repair and inform the dealer of what they believe is the problem/defect. Extended Coverage service can be performed in the field if the owner/lessee and servicing branch agree to do so. However, Western States Equipment will not be held responsible for any additional cost incurred because of the decision to repair a machine in the field. Dealer Branches toll free number:

Idaho Falls, ID	877-552-2287	Pendleton, OR	888-388-2287
Lewiston, ID	800-842-2225	Pasco, WA	800-633-2287
Meridian, ID	800-852-2287	Spokane, WA	800-541-1234
Pocatello, ID	800-832-2287	Hayden, ID	208-762-6600 (Not a toll free number)
Twin Falls, ID	800-258-1009		
Kalispell, MT	800-635-7794		
Missoula, MT	800-548-1512		
LaGrande, OR	800-963-3101		

**F. TRANSFER OF UNUSED COVERAGE UPON RESALE:** Remaining Extended Coverage applicable to a used Caterpillar product is transferred to a subsequent end use purchaser only if: 1) The subsequent purchase is made before the product's Extended Coverage expires. 2) The product is determined by Western States Equipment to be in satisfactory condition following an inspection performed by an authorized Western States Equipment branch at the subsequent end use purchaser's expense. 3) The subsequent end use purchaser receives Western States Equipment's written confirmation of the transfer. 4) The use of the product by the subsequent end use purchaser remains in the initial/same application group designed on the product's original coverage application, or the subsequent end use purchaser pays the amount specified by Western States Equipment for conversion of the remaining coverage to a different application group.

**G. CANCELLATION OF COVERAGE:** The owner may cancel Extended Coverage: 1) Within thirty (30) days of machine purchase by original end use purchaser if no claim has been made, and receive a full refund of the coverage purchase price, less a \$50.00 cancellation fee. 2) At any other time during the coverage by the first end use purchaser and receive a pro rata refund of the coverage purchase price for the unexpired term of the coverage, based on the number of lapsed months, less a \$50.00 cancellation fee. 3) Prior to cancellation owner/lessee must provide written notice of the intent to cancel coverage to the nearest Western States Equipment branch.

**H. COVERAGE AFFORDED UNDER THIS CONTRACT IS NOT GUARANTEED BY THE IDAHO INSURANCE GUARANTY ASSOCIATION. OBLIGATIONS OF THE MACHINE SERVICE CONTRACT PROVIDER UNDER THIS MACHINE SERVICE CONTRACT ARE GUARANTEED UNDER A SERVICE CONTRACT LIABILITY POLICY. SHOULD THE MACHINE SERVICE CONTRACT PROVIDER FAIL TO PAY OR PROVIDE SERVICE ON ANY CLAIM WITHIN SIXTY (60) DAYS AFTER PROOF OF LOSS HAS BEEN FILED, THE MACHINE SERVICE CONTRACT HOLDER IS ENTITLED TO MAKE A CLAIM DIRECTLY AGAINST THE INSURANCE COMPANY.**

**I. UPON FAILURE OF THE OBLIGOR TO PERFORM UNDER THE CONTRACT, CATERPILLAR INSURANCE COMPANY SHALL PAY ON BEHALF OF THE OBLIGOR ANY SUMS THE OBLIGOR IS LEGALLY OBLIGATED TO PAY OR SHALL PROVIDE THE SERVICE THAT THE OBLIGOR IS LEGALLY OBLIGATED TO PERFORM ACCORDING TO THE OBLIGOR'S CONTRACTUAL OBLIGATION UNDER THE SERVICE CONTRACTS ISSUED BY THE OBLIGOR, AND CATERPILLAR INSURANCE COMPANY WILL PAY CLAIMS AGAINST THE OBLIGOR FOR THE RETURN OF THE UNEARNED PURCHASE PRICE OF THE SERVICE CONTRACT.**

**J. THIS DOCUMENT IS NOT AN IMPLIED WARRANTY. THIS COVERAGE IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS COVERAGE ARE LIMITED TO THE PROVISION OF MATERIAL AND LABOR, AS SPECIFIED HEREIN. WESTERN STATES EQUIPMENT IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

**K. REGISTER OBLIGOR: WESTERN STATES EQUIPMENT COMPANY IS REGISTERED OBLIGOR, WHO IS CONTRACTUALLY OBLIGATED TO THE SERVICE CONTRACT HOLDER OWNERS NAME TO PROVIDE SERVICE UNDER THIS SERVICE AGREEMENT. WESTERN STATES EQUIPMENT COMPANY CAN BE CONTACTED AT THE FOLLOWING ADDRESS OR PHONE NUMBER: WESTERN STATES EQUIPMENT COMPANY 500 E OVERLAND ROAD, MERIDIAN, ID 83642 (208) 888-2287. SERVICE CONTRACT INSURER: CATERPILLAR INSURANCE COMPANY 2120 WEST END AVE., NASHVILLE, TENNESSEE 37203 | 800 248-4228**



Caterpillar Inc.  
Peoria, Illinois 61629

☐ Check when information has been entered into the Product Information System through Caterpillar dealer terminal.

DO NOT SEND IF  
ENTERED INTO P.I.S.

### Delivery Service Record

### Comprobante Del Servicio de Entrega

DLR. CODE	MODEL	MACHINE SERIAL NO.	HOURS	DELIVERY DATE	ENGINE SERIAL NO.
COD. DISTRIB.	MODELO	N/S MAQUINA	HORAS	FECHA DE ENTREGA	N/S MOTOR
H510	930M	KTG04251	16		

**ATTACHMENTS INSTALLED:** BUCKET, DOZER, RIPPER, WINCH, CAB, TRANSMISSION, BOOM, STICK, ETC.

**ACCESORIOS INSTALADOS:** CUCHARON, HOJA, DESGARRADOR, MALACATE, CABINA, TRANSMISION, PLUMA, BRAZO, ETC.

Mfr. & Model or Part No. Fabricante y Modelo o N/P KIT 4TH VALVE SWL	Mfr. & Model or Part No. Fabricante y Modelo o N/P	Mfr. & Model or Part No. Fabricante y Modelo o N/P	Mfr. & Model or Part No. Fabricante y Modelo o N/P
Serial No. N/S E0045044A	Serial No. N/S	Serial No. N/S	Serial No. N/S

Customer Name (Please Print)  
Nombre del Cliente (con letra de imprenta) City Of Coeur D'Alene

Dirección postal completa 710 E Mullan Ave Coeur d Alene, ID 83814-3958

Country  
país USA

Delivery service on this machine has been completed, including the following items. Check( ) when each item is completed.

El servicio de entrega de esta máquina se ha completado incluso los puntos siguientes, Marque( ) cada punto que complete.

- |  |  |
|--|--|
| <input type="checkbox"/> 1. Operation Guide delivered with machine and operating controls and warning labels explained to user.<br>Se entregó con la máquina la Guía de Operación y se explicó al usuario la operación de los controles y los rótulos de advertencia.              | <input type="checkbox"/> 3. Parts Book delivered with machine.<br>Se entregó con la máquina el Catálogo de Piezas.   |
| <input type="checkbox"/> 2. Maintenance Guide delivered with machine and maintenance service, fluid levels and adjustments explained to user.<br>Se entregó con la máquina la Guía de Conservación y se explicó al usuario el servicio de conservación, ajustes y nivel de fluidos | <input type="checkbox"/> 4. All items on Delivery Checklist have been completed.<br>Se hizo todo lo indicado en el Comprobante de Entrega (No. de Forma 01-085314-03). |

User's Signature  
Firma del usuario

Dir. Rep. Signature  
Firma del representante  
del distribuidor

### Delivery Checklist CONTINUED ON REVERSE SIDE

#### At dealership

- ☐ Make sure all pending Safety Product Improvement Programs (PIP) have been completed.
- ☐ Make sure all necessary forms and literature are available.
- ☐ All decals are installed.
- ☐ All attachments are installed/available.
- ☐ Install shipping/service lock pins in fire suppression system (if equipped) when transporting machine.

#### At delivery area with customer (owner, operator):

- ☐ Explain Parts Book.
- ☐ Explain all warning labels on machine.
- ☐ Show location of all serial numbers on machine.

#### Lubrication and Maintenance.

- ☐ Explain Maintenance Guide.
- ☐ Instruct how to use lubrication and maintenance chart.
- ☐ Show all lubrication points on the machine and attachments.

### Lista de Comprobación SIGUE AL DORSO

#### En la distribuidora

- ☐ Asegurese que se completaron los programas pendientes de mejoras al producto para fines de seguridad (PIP).
- ☐ Asegurese que hay disponibles todas las formas y folletos necesarios.
- ☐ Se han puesto todas las etiquetas.
- ☐ Todos los accesorios están instalados/disponibles.
- ☐ Se han instalado los pasadores de trava para embarque/servicio en el sistema supresor de incendios (si tiene) al transportar la máquina.

#### En el lugar de entrega, con el cliente (propietario, operador).

- ☐ Explicar el Catálogo de Piezas.
- ☐ Explicar todos los rótulos de advertencia de la máquina.
- ☐ Mostrar ubicación de todos los números de serie en la máquina.

#### Lubricación y Conservación

- ☐ Explicar la Guía de Conservación.
- ☐ Indicar cómo se utiliza el cuadro de lubricación y conservación.
- ☐ Mostrar todos los puntos de lubricación de la máquina y accesorios.



01/28/2019

CITY OF COEUR D ALENE  
STREET DEPARTMENT

Dear Valued Customer,

Please accept this letter as a guarantee for purchase of your Caterpillar Model 930M Serial Number KTG04251 . This guarantee is made in conjunction with the Governmental Failsafe Warranty. We agree to purchase this unit from you at the end of the 5 YEARS for the amount of \$ 128,655 based on a maximum of 3,000 S.M.U.'s. If the time period or service meter unit limits are exceeded the above machine will be appraised to determine a new value.

Lessee agrees that each Unit, upon its return, shall:

1. Be in sound mechanical condition and to be in good working order under full load.
2. Have the same attachments and piece parts as when delivered.
3. a. Have tires in safe and operable condition with a minimum of (40%) of wear remaining tread life and all of the same style (no recaps).  
OR  
b. Have a minimum of forty percent (40%) life remaining on all undercarriage components including track shoes, links, pins and bushings, idlers, bogies, sprockets, carrier rollers, track rollers;
4. Have no cracked or broken glass;
5. Have no missing sheet metal and any damage to sheet metal;
6. Have no structural damage to frame.
7. Have met the full requirement of the warranty procedures, including scheduled oil sampling at the prescribed intervals.
8. Have no damage or modification to machine ROPS (roll over protection structure) per Caterpillar guidelines, repair or replacement of ROPS will be billed at time of return.

We require thirty (30) days written notice if you choose to exercise this guarantee and transfer title of the above-described equipment to Western States Equipment Company.

If you have any questions or if we may be of further assistance, please call.

It is understood that under this agreement that the "terms of return" will be met and/or brought into compliance before this re-purchase agreement will be fully executed. Items that are out of compliance will be repaired and billed to

Sincerely,

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Jesikah Luangaphay  
Vice President, Finance

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Authorized Signature

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Dyke Jones  
Used Equipment Manager





## Governmental (GEM) Service Agreement

1/28/2019

Customer: CITY OF CDA STREET DEPT.

Proper equipment maintenance and service history can increase your equipment resale value and planned preventative maintenance (PM) is a key contributor to improved equipment availability and lower operating costs. We'll track, schedule, and help you manage your equipment maintenance.

Your GEM Solution Basic Agreement Plus Includes:

**Connectivity & Data Access** - Access to product data/information using Product Link as the enabling technology on the machine (if equipped). My.Cat.Com and VisionLink Daily for online access to the information and tools.

**Preventive Maintenance Kits** - Necessary filters, seals, gaskets and SOS kits will be sent 50 hours in advance to perform recommended maintenance. NOTE: 250 hour interval services consist of taking oils samples and checking fluid levels and are the responsibility of the customer.

**Repair Services** - Repair equipment as needed, excluding normal wear parts and/or customer damage.

**Notes:**

This does not include air filters, or light bulbs. We will be happy to provide these, but they are not included in the scope of this agreement.

Current hourly rate: \$2.54

**Payment Option**

**Included with collaborative solutions agreement**

Model	Serial Number	Start SMU	Duration (Hrs)	Term Years	Intervals
930M	KTG04251	16	3000	5 YEARS	250

Shipping address for the parts only kits, no PO Box.

Address: 3800 N. RAMSEY RD.  
City: COEUR D ALENE  
State: IDAHO  
Zip Code: 83815

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Western States Equipment



## 1. PARTIES

**CONTRACTOR ("we", "us", or "our"):**

**CATERPILLAR FINANCIAL SERVICES CORPORATION**  
2120 West End Avenue  
Nashville, TN 37203

**CUSTOMER ("you" or "your"):**

**CITY OF COEUR d'ALENE, IDAHO**  
710 E Mullan Avenue  
Coeur d'Alene, ID 83814

In reliance on your selection of the equipment described below (each a "Unit"), we have agreed to acquire and Contract the Units to you, subject to the terms of this Contract. **Until this Contract has been signed by our duly authorized representative, it will constitute an offer by you to enter into this Contract with us on the terms stated herein.**

## 2. DESCRIPTION OF THE UNITS

DESCRIPTION OF UNIT(S) Whether the Unit is new or used, the model number, the manufacturer, and the model name.	SERIAL/VIN Unique ID number for this Unit.	QTY.	CONTRACT TERM HOURS	MINIMUM ANNUAL HOURS	COST PER HOUR FOR EQUIPMENT FINANCE <sup>(1)</sup>	MANDATORY FINAL PAYMENT Payment at end of lease for purchase of Unit (see Section 15)
New Caterpillar 930M Wheel Loader	KTG04251	1	3000	600	\$34.80	\$128,655.00
New Caterpillar 930M Wheel Loader	KTG04307	1	3000	600	\$34.80	\$128,655.00
New Caterpillar 930M Wheel Loader	KTG04309	1	3000	600	\$34.80	\$128,655.00
New Caterpillar 930M Wheel Loader	KTG03799	1	3000	600	\$34.80	\$128,655.00

LOCATION OF UNITS: **710 E Mullan Avenue Coeur d'Alene, ID 83814**

You acknowledge that the Units described above were delivered to you in good working condition and that you accepted them [Please enter the date machines were delivered]. If any of the Units described above will be delivered to you after your execution of this Contract, you agree to sign and deliver to us a separate delivery certificate.

An **Application Survey ("Application Survey")** for each Unit, if used in relation to this transaction, is made a part of and incorporated into this Contract.

<sup>(1)</sup> **Maintenance Agreement(s).** If applicable, you have or will enter into various maintenance, repair, monitoring, management or services agreement(s) with **Western States Equipment Co. ("Dealer")** for each Unit of equipment described above, (such agreement or agreements shall be referred to herein individually as a "**Maintenance Agreement**" and collectively as the "**Maintenance Agreements**") in the form or forms attached hereto as Schedule 1. You acknowledge that the Dealer, and not the Contractor, is responsible for the services provided under the Maintenance Agreements. You confirm that the specific amount of the portion of the Cost Per Hour for maintenance is as set out in the separate Maintenance Agreements.

## TERMS AND CONDITIONS

**3. Contract Term** The Contract Term will start on the date we sign the Contract and will continue until the Termination Date defined below, unless earlier terminated or canceled by us as expressly provided herein. However, we will have no obligation to enter into this Contract and/or pay the supplier of the Units (the "**Supplier**") for a Unit until you have delivered to us all documents that we deem reasonable. The termination date for the Contract ("**Termination Date**") will be the earlier of (a) when the billed hours equal the Contract Term Hours listed in the table in Section 2 for the relevant Unit of equipment; and (b) **60 months** from the date we sign this Contract. Such Unit of equipment will remain subject to the terms of the Contract.

**4. Contract Payment** You will pay us an Annual Contract Payment beginning on or about the date the contract is signed by us and Annual Contract Payments will continue on the same day of each year

thereafter for the entire Contract Term. You will also pay us all other amounts payable under the terms of this Contract and under any other document executed in connection with this Contract, including each applicable Application Survey (the "**Contract Documents**") ("**Other Payments**", and together with Annual Contract Payments, collectively, "**Contract Payments**").

We or our agent shall invoice you for the Contract Payments. We or our agent may, at our discretion, include in the invoice for the Contract Payments the invoice for fees due under the Maintenance Agreements. You shall pay all invoices in full within thirty (30) calendar days of the invoice date. All invoices shall be paid without setoff for any reason whatsoever, including, but not limited to, any claim under a Maintenance Agreement. You will pay Contract Payments and any Maintenance Agreement fees invoiced by us to our agent at **Caterpillar Global Services, LLC, 100 NE Adams Street, Peoria, IL,**

**61629-6321**, or such other location that we designate in writing. Additional details about the Contract Payments are set forth below and on Schedule 2 hereto, including without limitation the amount of principal and interest payments, the amortization schedule and the Mandatory Final Payment that shall be invoiced and due after the Contract Term.

The Contract Payments will be due without demand. Your obligations, including your obligation to pay the Contract Payments due in any fiscal year, will constitute a current expense of yours for such fiscal year and will not constitute an indebtedness of yours within the meaning of the constitution and laws of the state in which you are located. Nothing in this Contract will constitute a pledge by you of any taxes or other moneys, other than moneys lawfully appropriated from time to time for the payment of the Contract Payments owing under this Contract.

A portion of each Annual Contract Payment and the Mandatory Final Payment (collectively, the "P&I Payments" and, individually, a "P&I Payment") constitutes interest and the balance of each P&I Payment is payment of Principal. The portion of the P&I Payments constituting principal ("Principal") is **\$20,880.00 (per asset)** as of the date of delivery of the Unit. Principal, as adjusted as provided below, will bear interest (computed on the basis of actual days elapsed in a 360 day year) at the rate of **5.35%** per annum from the later of (a) the date of delivery of the Unit or (b) the date on which we received the most recent P&I Payment, until the date on which we receive the next P&I Payment. Each P&I Payment will be applied first to pay interest accrued as of the date of receipt and then to pay Principal, which shall be reduced accordingly.

For each Unit of equipment in the table in Section 2, the **Annual Contract Payment** will be (a) the Minimum Annual Hours multiplied by the Cost Per Hour ("**Minimum Contract Payment**"); or (b) if the actual annual hours based on the service meter units of the individual Unit of equipment exceeds the Minimum Annual Hours in such table, the Annual Contract Payment will be: (i) the actual number of annual hours multiplied by (ii) the Cost Per Hour. If the actual annual hours are less than the Minimum Annual Hours for a given year, then the difference in hours will be tracked as credit hours ("**Credit Hours**") to be applied in future years when the actual annual hours exceed the Minimum Annual Hours. The Credit Hours will be used on a one-for-one basis to reduce the actual annual hours used to determine the hours to bill under (b) above, provided that in no event will the actual annual hours be reduced below the Minimum Annual Hours.

For any year in which you use hours (adjusted for any Credit Hours) in excess of the Minimum Annual Hours, and thus the Annual Contract Payment for that year is in excess of the Minimum Contract Payment, then the amount of the Annual Contract Payment that exceeds the Minimum Contract Payment will be used to reduce the Principal under the Contract. Use of excess hours above the Minimum Annual Hours will shorten the term of the Contract since the total contracted hours will be reached at an earlier date.

**You agree this Contract constitutes a non-cancelable net Contract. You also agree that your duties and liabilities under this Contract and the other Contract Documents are absolute and unconditional. Your payment and performance obligations are not subject to cancelation, reduction, or setoff for any reason. You agree to settle all claims, defenses, setoffs, counterclaims and other disputes you may have with the Supplier, the manufacturer of each Unit, or any other third party directly with the Supplier, the manufacturer or the third party, as the case may be. You will not assert, allege or make any such claim, defense, setoff, counterclaim or other dispute against us or with respect to the payments due us under this Contract.**

**5. Disclaimer of Warranties** You have selected each Unit based upon your own judgment. You understand that we are not the manufacturer or a dealer or supplier of any of the Units. WE MAKE NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THIS CONTRACT OR TO ANY UNIT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH UNIT IS CONTRACTED "AS IS, WHERE IS". WE MAKE NO WARRANTIES AS TO THE QUALITY OF MATERIALS OR WORKMANSHIP OR THAT THE MATERIALS OR WORKMANSHIP COMPLY WITH THE TERMS OF ANY PURCHASE ORDER OR AGREEMENT. WE EXPRESSLY DISCLAIM, AND YOU WAIVE ALL OTHER

WARRANTIES AND CLAIMS EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY UNIT OR THIS CONTRACT, INCLUDING WITHOUT LIMITATION: (A) ANY IMPLIED WARRANTY THAT ANY UNIT IS MERCHANTABLE; (B) ANY IMPLIED WARRANTY THAT ANY UNIT IS FIT FOR A PARTICULAR PURPOSE; (C) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE; (D) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT; AND (E) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY FOR LOSS OF OR DAMAGE TO ANY UNIT, FOR LOSS OF USE, REVENUE, OR PROFIT WITH RESPECT TO ANY UNIT, FOR ANY LIABILITY TO ANY THIRD PARTY, OR FOR ANY OTHER INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING STRICT OR ABSOLUTE LIABILITY IN TORT. Nothing in this Contract takes away any rights you may have against any other parties (such as the Supplier or the manufacturer of any Unit). You agree to pursue only these third parties for any and all claims concerning any Unit except as to ownership and title. You are entitled to all the promises and warranties made by the Supplier to us with respect to the Units, and you may contact the Supplier in order to receive a description of those promises and warranties.

**6. Possession, Use, and Maintenance** (a) At your own expense, you will use and keep the Units in good operating order and condition, including hour reporting capability, and at least in accordance with Supplier's and manufacturer's recommendations and all maintenance and operating manuals and service agreements, and in accordance with all applicable laws and regulations, including any rules or limits on idling, fleet average or site based exhaust emissions, operational limitations, or any other use related regulations, for which you have sole responsibility for compliance. (b) You will not abandon a Unit. (c) You will not subcontract a Unit or permit the use of a Unit by anyone other than you. (d) You will not change the use of a Unit from that specified in an applicable Application Survey, without our prior written consent. (e) You will not change the Location of a Unit from that specified above without providing us with prompt written notice of such change. (f) You will not remove a Unit from the United States. (g) You will not sell, assign, transfer, create or allow to exist a lien, claim, security interest or encumbrance on any of your rights under this Contract or with respect to a Unit. Each Unit is and will remain personal property regardless of its use or manner of attachment to realty. We have the right (but not the obligation) to inspect each Unit and its maintenance records. We also have the right to observe the use of each Unit and determine its hours of use. You will not alter a Unit or affix any accessory or equipment to a Unit if doing so will impair its originally intended function or use or reduce its value. You will not make any "non-reversible" addition (as defined for federal income tax purposes) to a Unit without our prior written consent. If added to a Unit, the following will immediately become our property: (i) replacement parts; (ii) parts essential to the operation of the Unit; and (iii) parts that cannot be detached from the Unit without interfering with the operation of the Unit or adversely affecting the value or utility the Unit would have had without the addition. All such parts will be deemed incorporated in the Unit and will be subject to the terms of this Contract as if originally contracted under this Contract. If an Event of Default has occurred and is continuing, all parts, accessories and equipment affixed to a Unit will become our property.

**7. Taxes** Contract Payments will include all taxes arising from, or due in connection with, this Contract or the Units. You will pay when due, or promptly reimburse us for payment of, all taxes (other than our federal, state, or local net income taxes) imposed on a Unit or Contract Payments. You will also pay or reimburse us for all (i) license and registration fees, (ii) fines, penalties, interest, or additions to any tax, (iii) charges similar to those stated herein that are imposed in connection with the ownership, possession, use, or lease of a Unit from the time we purchase the Unit until it is returned to us or purchased by you. You will remain responsible for the payment, or reimbursement of, any such charges, regardless of when we receive notice of the charge. You will prepare and file, in a manner satisfactory to us, all reports or returns required with respect to a Unit. You will reimburse us in full for any amounts that we pay or advance without regard to early payment discounts. We may estimate the amount of, and bill you periodically in advance for, any charge. You will be responsible, however, for any difference between the estimated amount and the actual amount. If the use, possession or acquisition of the Units is determined to be subject to taxation, you will pay when due

CATERPILLAR: CONFIDENTIAL YELLOW

all taxes and governmental charges assessed or levied against or with respect to the Units.

**8. Loss or Damage** (a) You bear the risk of loss or damage to a Unit from the time we purchase the Unit (or from the beginning of the Contract Term, if earlier) until the Unit is returned to us or purchased by you in accordance with this Contract. Should any loss or damage occur, you will not be released from your obligations under the Contract or any other Contract Document. A "Casualty Occurrence" will occur if a Unit is worn out, lost, stolen, destroyed, taken by government action or, in our opinion, irreparably damaged. (b) You will provide prompt written notice to us of any Casualty Occurrence or any other material damage to a Unit. You will also promptly submit to us: (i) all damage reports provided to a governmental authority, an insurer or the Supplier; and (ii) all documents regarding the repair of such damage, including copies of work orders and all invoices for related charges. (c) Without limiting any other term in this Contract, you will promptly repair all damage that does not constitute a Casualty Occurrence, so as to restore the Unit to the condition required by this Contract. (d) In the event of a Casualty Occurrence, you will pay to us, on the first Annual Contract Payment due date following the Casualty Occurrence (or 30 days after the Casualty Occurrence if there is no Annual Contract Payment due date remaining) a "Casualty Payment" equaling the sum of: (i) the present value of all unpaid future Contract Payments for the Unit; (ii) the present value of the Final Payment for the Unit as stated on the front of this Contract; and (iii) all other amounts then due under this Contract with respect to the Unit suffering the Casualty Occurrence (including all late charges and fees). Present values will be determined by discounting the amount owed (as we will reasonably determine) at the interest rate of this Contract. Upon our receipt of the Casualty Payment for a Unit, the Contract Term with respect to the Unit shall terminate.

**9. Waiver and Indemnity** You release and agree to indemnify, defend, and keep harmless, us (including any assignee of ours) and our directors, officers, agents and employees (each, an "Indemnitee"), from and against any and all Claims (defined below) (other than those directly resulting from the actual gross negligence or willful misconduct of the Indemnitee). To meet this obligation, you will pay, on a net after-tax basis, or otherwise discharge such Claims, when and as they become due. We will give you prompt notice of a Claim. You are entitled to control the defense of or to settle a Claim, so long as: (a) no Event of Default has occurred and is then continuing; (b) you are financially capable of satisfying your obligations under this Section; and (c) we approve your proposed defense counsel. "Claims" means all claims, allegations, judgments, settlements, suits, actions, damages (whether incidental, consequential or direct), demands (for compensation, indemnification, reimbursement or otherwise), losses, penalties, fines, liabilities (including strict liability), and charges that we incur or for which we are or may be responsible, in the nature of interest, liens, and costs (including attorneys' fees and disbursements and any other legal or non-legal expenses of investigation or defense of any Claim, whether or not the Claim is ultimately defeated, or enforcing the rights, remedies, or indemnities provided for hereunder, or otherwise available at law or in equity to us), of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, by or against any person. Claims include any of the foregoing arising from: (i) a Contract Document; (ii) a Unit, including the contents and any regulated or hazardous substances at any time contained in a Unit or emitted from a Unit, (iii) the premises at which any Unit may be located from time to time; (iv) the ordering, acquisition, delivery, installation, or rejection of a Unit; (v) the possession of a Unit or any property to which the Unit may be attached from time to time; (vi) the maintenance, use, condition, ownership or operation of any Unit, during the Contract Term; (vii) the existence of a latent or other defect (whether or not discoverable by you or us) with respect to a Unit; (viii) any Claim in tort for negligence or strict liability in relation to a Unit; (ix) any Claim for patent, trademark or copyright infringement in relation to a Unit; (x) the loss, damage, theft, removal, return, surrender, sale, or other disposition of any Unit or any part thereof; or (xi) any Claim involving or alleging environmental damage, or any criminal or terrorist act, relating in any way to a Unit. To the extent necessary under law or regulation, in order to eliminate liability for us, we transfer and you accept the transfer from us of any and all liability associated with exhaust emissions in connection with the Units. If any Claim is made against you or an Indemnitee, the party receiving notice of the Claim will promptly notify the other. If the party receiving notice of the

Claim fails to notify the other, however, your obligations are still in effect. You agree to be responsible for all costs and expenses, including reasonable attorneys' fees, incurred by any Indemnitee in defending such claims or in enforcing this Section. Under no condition or cause of action will we be liable for any loss of actual or anticipated business or profits or any special, indirect, or consequential damages.

**10. Insurance; Condition** You, at your expense, must keep each Unit insured with a commercial insurance policy for our benefit. This insurance must include physical damage insurance that will protect each Unit against all risks for at least the amount you would be required to pay in the event of a Casualty Occurrence. You will also maintain commercial general liability insurance (including product and broad form contractual liability) covering each Unit for at least \$1,000,000 combined coverage for bodily injury and property damage per occurrence. All insurance must be in a form and with companies approved by us. The physical damage insurance shall specify you as named insured and us as loss payee, and the general liability policy shall specify you as named insured and us as additional insured. All insurance shall be primary, without the right of contribution from any insurance carried by us. All insurance must have a deductible amount acceptable to us. You must promptly notify us of any occurrence that may become the basis of a claim. You must also provide us with all requested pertinent data. Upon demand, you must promptly deliver to us evidence of insurance coverage. You agree to use, operate and maintain the Units in accordance with all laws, regulations and ordinances and in accordance with the provision of any policies of insurance covering the Units, and you will not rent the Units or permit the Units to be used by anyone other than you. You agree to keep the Units in good repair, working order and condition (ordinary wear and tear excepted) and house the Units in suitable shelter, and to permit us or our assigns to inspect the Units at any time and to otherwise protect our interests in the Units. If any Unit is customarily covered by a maintenance agreement, you will furnish us with a maintenance agreement by a party acceptable to us.

**11. Events of Default** Each of the following is an event of default ("Event of Default"): (a) You fail to make a payment when due. (b) A representation or warranty made to us in connection with this Contract is incorrect or misleading. (c) You fail to observe or perform a covenant, agreement, or warranty and the failure continues for ten days after written notice to you. (d) A default occurs under any other agreement between you or a guarantor of this Contract (each a "Guarantor") and us or an affiliate of ours. (e) You, or a Guarantor, cease to do business, die, become insolvent, make an assignment for the benefit of creditors or file a petition or action under a bankruptcy, reorganization, insolvency or moratorium law, or a law for the relief of, or relating to, debtors. (f) Any filing of an involuntary petition under a bankruptcy statute against you or a Guarantor, or appointment of a receiver, trustee, custodian or similar official to take possession of your properties or those of a Guarantor, unless the petition or appointment ceases to be in effect within thirty days after filing or appointment. (g) There is a material adverse change in your, or a Guarantor's, financial condition, business operations or prospects. (h) There is a termination, breach, or repudiation of a Guarantor's guaranty.

**12. Remedies** If an Event of Default occurs, we will have the rights and remedies provided by this Contract and under the Uniform Commercial Code and any other law. Among these rights and remedies are to: (a) proceed at law or in equity, to enforce specifically your performance or to recover damages; (b) declare this Contract in default, and cancel this Contract or otherwise terminate your right to use any Unit and your other rights, but not your obligations; (c) declare all Contract Payments due or to become due under this Contract immediately due and payable, including the balance, late payment charges and fees; (d) recover any additional damages and expenses suffered by us due to the Event of Default; (e) enforce the security interest granted herein, if any; (f) require you to assemble and return each Unit pursuant to Section 14; (g) enter premises where a Unit may be located and take immediate possession of the Unit and remove (or disable in place) the Unit (and any unattached parts) without notice, liability, or legal process; and (h) if we financed your obligations under a warranty agreement such as an Equipment Protection Plan, Extended Service Contract, Extended Warranty, Customer Service Agreement, Total Maintenance and Repair Agreement or similar agreement, we may cancel such warranty agreement on your behalf. Upon canceling any such warranty agreement on your behalf, we may also receive the



refund of the agreement fees that we financed but had not received from you as of the date of the Event of Default, and any such refund(s) shall be applied to the principal amount due and owing hereunder. You agree to pay all charges, costs, expenses and reasonable attorney's fees incurred by us in enforcing this Contract. We may, at our option, use commercially reasonable efforts to sell or re-Contract a Unit. The proceeds of any such sale or re-Contract will be applied, first, to reimburse us for all expenses of collection and enforcement of this Contract, including our reasonable attorneys' fees and legal expenses. The proceeds will be applied, second, to obligations owed to us under this Contract. Any remaining proceeds will then be applied to any other indebtedness or obligations owed by you to us or our affiliates. You will promptly pay any deficiency to us. The remedies provided to us are cumulative and in addition to all other remedies existing at law or in equity. If you fail to perform any of your obligations under this Contract, we may (but need not) perform the obligations. If we perform such obligations for you, you must then pay, on demand, the resulting expenses incurred by us.

**13. Title; Return of Units** Notwithstanding our designation as "Contractor", we do not own the Units. Legal title to the Units will be in you so long as an Event of Default has not occurred and you have not exercised your right of non-appropriation. If an Event of Default occurs or if you non-appropriate, full and unencumbered title to the Units will pass to us without the necessity of further action by the parties, and you will have no further interest in the Units. If we are entitled to obtain possession of any Units or if you are obligated at any time to return any Units, then (a) title to the Units will vest in us immediately, and (b) you will, at your expense, promptly deliver the unit to us properly protected and insured as required by Section 11. You will deliver the Unit, at our option, (a) to the nearest Caterpillar dealer selling equipment of the same type as the Unit; or (b) on board a carrier named by us and shipping the Unit, freight collect, to a destination designated by us. If the Unit is not in the condition required by Section 11 or if the Unit is not in the same operating order, repair, condition, and appearance as it was on the date of delivery (excepting ordinary wear and tear from proper use), you must pay us, on demand, all costs and expenses incurred by us to bring the Unit into the required condition. Until the Units are returned as required above, all terms of this Contract will remain in full force and effect including, without limitation, your obligation to pay Lease Payments and to insure the Units.

**14. Non-Appropriation** You have an immediate need for, and expect to make immediate use of, the Units. This need is not temporary or expected to diminish during the term of this Contract. To that end, you agree, to the extent permitted by law, to include in your budget for the current and each successive fiscal year during the term of this Contract, a sufficient amount to permit you to discharge your obligations under this Contract. Notwithstanding any provision of this Contract to the contrary, we and you agree that, in the event that prior to the commencement of any of your fiscal years you do not have sufficient funds appropriated to make the Contract Payments due under this Contract for such fiscal year, you will have the option of terminating this Contract as of the anniversary date of this Agreement by giving us sixty (60) days prior written notice of your intent to terminate. No later than the last day of the last contract year for which appropriations were made for the Payments (the "Return Date"), you will return to us all of the Units, at your sole expense, in accordance with Paragraph 14, and this Contract will terminate on the Return Date without penalty or expense to you and you will not be obligated to pay the Contract Payments beyond such fiscal year; provided, that you will pay all Contract Payments for which moneys have been appropriated; and provided further, that you will pay year-to-year rent at the rate set by us for each year or part of any year that you fail to return the Units.

**15. Mandatory Final Payment** If no Event of Default has occurred and is continuing, you must, with respect to a Unit, purchase the Unit for the Final Payment amount stated on the front of this Contract, provided, however, that the Final Payment will be reviewed by us throughout the term of this Contract and may be adjusted periodically by us to reflect the actual utilization of the Unit(s). The Final Payment will be due at the end of the Contract Term. Upon payment of the Final Payment and all other amounts due under this Contract, *plus* any taxes or other costs and expenses due in connection with the transfer of the Unit or the delivery of the bill of sale, we will deliver to you, upon request, a bill of sale. The bill of sale will be delivered to you without warranties except

that the Unit is free of all encumbrances of any person claiming through us. You will purchase the Unit "**AS IS, WHERE IS, WITH ALL FAULTS**". If you fail to purchase the Unit at the end of the Contract Term, in addition to our other rights and remedies upon an Event of Default, you agree to pay to us annual late charges, each equal to five percent (5%) of the Final Payment, compounded annually.

**16. Security Interest** To secure your obligations to us under this Contract and to secure all other obligations of every kind and nature that you may owe to us or any of our affiliates now or in the future, you grant to us a continuing first priority security interest in each Unit including all attachments, accessories and optional features therefor (whether or not installed thereon) and all substitutions, replacements, additions, and accessions, and the proceeds of all the foregoing, including, but not limited to, proceeds in the form of chattel paper. You will, at your expense, do any act and execute, acknowledge, deliver, file, register and record any document which we deem desirable to protect our security interest in each Unit and our rights and benefits under this Contract. You hereby irrevocably appoint us as your attorney-in-fact for the signing and filing of such documents. You also authorize us to delegate these limited powers.

**17. Representations and Warranties** You represent and warrant to us that: (a) You will use each Unit for business purposes only and not for personal, family or household use. (b) You will provide all financial information and reporting as we may reasonably require. (c) All credit, financial and other information submitted by you or on your behalf to us in connection with this Contract is and shall be true, correct and complete. (d) You will not change your name, principal place of business or primary residence and, if you are a business entity, your state of formation or form of business organization (including by merger, consolidation, reincorporation or restructure) without prior written notice to us. (e) We may share any of your information provided by you, or gathered by us, with any affiliate of ours that has or may extend credit to you. (f) You will not assign this Contract or any right or obligation under it without our prior written consent. (g) In the event any Unit is equipped with a Unit monitoring system such as Cat® Product Link, you agree not to remove, disable or impair the Unit monitoring system. You agree to permit Caterpillar Inc. and/or its subsidiaries or affiliates, including us (collectively "**Caterpillar**"), and/or Caterpillar dealers to access data concerning the Unit, its condition and its operation transmitted from the monitoring system. The information may be used: (1) to administer, implement and enforce the terms of this Contract, (2) to recover the Unit if necessary, and/or (3) to improve Caterpillar's products and services. You agree that information transmitted may include, among other things, the serial number, VIN, location, and operational and other data, including but not limited to fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments.

**18. Assignment; Counterparts** We may not assign, sell or encumber all or any part of this Contract, the Contract Payments, and the Units. Subject to the terms herein, this Contract will inure to the benefit of, and is binding upon, your and our respective successors. Though multiple counterparts of this document may be signed, only the counterpart accepted, acknowledged and certified by us on the signature page thereof as the original will constitute original chattel paper. A photocopy or facsimile of this Contract will be legally admissible under the "best evidence rule." A signed copy of this Contract and/or any related document sent by electronic means will be treated as an original document and will be admissible as evidence thereof, and all signatures thereon will be binding as if manual signatures were personally delivered.

**19. Effect of Waiver; Entire Agreement; Notices; Applicable Law** Our delay or omission in exercising any right or remedy will not impair such right or remedy. A delay or omission by us will not be construed as a waiver of any Event of Default. Any waiver or consent by us must be in writing. This Contract and any Contract Document, including any applicable Application Survey, executed in connection with this Contract completely state our and your rights and supersede all prior agreements with respect to a Unit. All notices must be in writing, addressed to the other party at the address stated on the front of this Contract or at such other address as may be furnished in writing. This Contract is governed by and construed under the laws of the State of Idaho, without giving effect to the conflict-of-laws principles. You consent to the jurisdiction of any state or federal court

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located within the State of Idaho. **THE PARTIES WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATED TO THIS CONTRACT, THE OBLIGATIONS, OR THE UNITS.**

**20. No Agency; Modification of Contract** No person or entity, including, without limitation, the supplier, dealer or manufacturer of any Unit, is authorized to act as our agent regarding this Contract. No waiver, modification, or change in this Contract will bind us unless provided by us in writing. Oral agreements are not binding. You agree that we may correct patent errors in this Contract and the Contract Documents and fill in blanks, including, for example, correcting or filling in serial numbers, VIN numbers, and dates. Headings in this Contract are inserted for convenience only. Headings do not affect the meaning or interpretation of this Contract. If a provision of this Contract is invalid under any law, it shall be deemed omitted. Any such omission will not invalidate the remaining provisions. To the extent any payment due us under this Contract is deemed to be usurious, the payment obligation shall be amended and replaced with the maximum lawful amount. All obligations under this Contract survive the expiration or termination of the Contract if necessary to give full effect to the terms of this Contract.

**21. Sanctions & Anti-Corruption Laws.** None of (a) the Customer, or any of its respective directors, officers or employees, or (b) to the knowledge of the Customer, any agent of the Customer or any subsidiary, affiliate of related entity of the Customer (that will act in any capacity in connection with or benefit from the credit facility established hereby), is a Sanctioned Person. No use of proceeds received under the terms of this Contract will be used by Customer, or to the knowledge of the Customer by any of its agents, to violate applicable Anti-Corruption Laws or applicable Sanctions. As used herein "Anti-Corruption Laws" means all applicable laws, rules, and regulations of any jurisdiction concerning or relating to bribery or corruption applicable to the Customer due to Customer's use of proceeds received under the terms of this Agreement. "Sanctioned Person" means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, the or by the United Nations Security Council, the European Union or any EU member state, or (b) any Person owned or controlled by any such Person.

**22. Compliance with US Laws.** The Customer and the Customer's shareholders shall not, directly or indirectly, engage in or conspire to

engage in any activity that may or does cause the Contractor to be in breach (as determined by the Contractor at its sole discretion) of or has the purpose of evading or avoiding, or attempts to violate any applicable United States laws, governmental rules and regulations, and Executive Orders relating to financial transactions, anti-money laundering, and terrorism, including but not limited to United States economic sanctions, the USA Patriot Act (P.L. 107-56, as amended), and the Foreign Corrupt Practices Act (15 U.S.C. §§ 78dd-1, et seq.).

**25. Compliance with US Laws.** The Customer and the Customer's shareholders shall not, directly or indirectly, engage in or conspire to engage in any activity that may or does cause the Contractor to be in breach (as determined by the Contractor at its sole discretion) of or has the purpose of evading or avoiding, or attempts to violate any applicable United States laws, governmental rules and regulations, and Executive Orders relating to financial transactions, anti-money laundering, and terrorism, including but not limited to United States economic sanctions, the USA Patriot Act (P.L. 107-56, as amended), and the Foreign Corrupt Practices Act (15 U.S.C. §§ 78dd-1, et seq.).

**26. Tax Warranty** You will, at all times, do and perform all acts and things necessary and within your control to ensure that the component of the Contract Payments received by us that, for the purposes of Federal income taxation, is treated as interest will be excluded from our gross income. You will not permit or cause your obligations under this Agreement to be guaranteed by the Federal Government or any branch or instrumentality of the Federal Government. You will use the Units for the purpose of performing one or more of your governmental functions consistent with the scope of your authority and not in any trade or business carried on by a person other than you. You will report this Agreement to the Internal Revenue Service by filing Form 8038G, 8038GC or 8038, as applicable. Failure to do so will cause this Agreement to lose its tax- exempt status. You agree that if the appropriate form is not filed, or if you are in breach of any other tax warranty in this paragraph, the interest rate payable under this Agreement will be raised to the equivalent taxable interest rate.

**By signing this Contract, you certify that you have read this Contract and all the other Contract Documents, including any applicable Application Survey.**

## SIGNATURES

CONTRACTOR **CATERPILLAR FINANCIAL SERVICES CORPORATION**

Signature \_\_\_\_\_

Name (print) \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

CUSTOMER **CITY OF COEUR d'ALENE, IDAHO**

Signature \_\_\_\_\_

Name (print) Steve Widmyer

Title Mayer

Date 02/04/19

SCHEDULE 1

Maintenance Agreements

**EXHIBIT 2**  
**Concluding Payment Schedule to**  
**Governmental Agreement**

Quote number ..... 616-0475  
Asset #1: "Wheel Loader" ..... 193,390.53

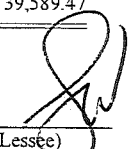
Dated \_\_\_\_\_, 20\_\_\_\_

between  
**Caterpillar Financial Services Corporation**  
and  
**City of Coeur D' Alene**

**Description of Unit: 1 Caterpillar 930M serial # KTG04251**

Number of Payments Made	Beginning Balance	Payment Amount	Balloon	Interest 5.34954%	Concluding Payment (*)
1	193,465.53	20,880.00	0.00	0.00	172,585.53
2	172,585.53	20,880.00	0.00	9,232.53	160,938.06
3	160,938.06	20,880.00	0.00	8,609.45	148,667.51
4	148,667.51	20,880.00	0.00	7,953.03	135,740.54
5	135,740.54	20,880.00	0.00	7,261.49	122,122.03
6	122,122.03	0.00	128,655.00	6,532.97	0.00
		<u>104,400.00</u>	<u>128,655.00</u>	<u>39,589.47</u>	

(\*) Does not include any rent payment or other amount then due.

Initialed:   
(Lessee)

**EXHIBIT 2**  
**Concluding Payment Schedule to**  
**Governmental Agreement**

Quote number ..... 616-0475  
Asset #2: "Wheel Loader" ..... 193,390.53


Dated \_\_\_\_\_, 20\_\_\_\_

between  
**Caterpillar Financial Services Corporation**  
and  
**City of Coeur D' Alene**

Description of Unit: 1 Caterpillar 930M serial # KTG04307

Number of Payments Made	Beginning Balance	Payment Amount	Balloon	Interest 5.34954%	Concluding Payment (*)
1	193,465.53	20,880.00	0.00	0.00	172,585.53
2	172,585.53	20,880.00	0.00	9,232.53	160,938.06
3	160,938.06	20,880.00	0.00	8,609.45	148,667.51
4	148,667.51	20,880.00	0.00	7,953.03	135,740.54
5	135,740.54	20,880.00	0.00	7,261.49	122,122.03
6	122,122.03	0.00	128,655.00	6,532.97	0.00
		<u>104,400.00</u>	<u>128,655.00</u>	<u>39,589.47</u>	

(\*) Does not include any rent payment or other amount then due.

Initialed:   
(Lessee)

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**EXHIBIT 2**  
**Concluding Payment Schedule to**  
**Governmental Agreement**

Quote number ..... 616-0475  
Asset #3: "Wheel Loader" ..... 193,390.53

Dated \_\_\_\_\_, 20\_\_\_\_

between  
**Caterpillar Financial Services Corporation**  
and  
**City of Coeur D' Alene**

Description of Unit: 1 Caterpillar 930M serial # KTG04309

Number of Payments Made	Beginning Balance	Payment Amount	Balloon	Interest 5.34954%	Concluding Payment (*)
1	193,465.53	20,880.00	0.00	0.00	172,585.53
2	172,585.53	20,880.00	0.00	9,232.53	160,938.06
3	160,938.06	20,880.00	0.00	8,609.45	148,667.51
4	148,667.51	20,880.00	0.00	7,953.03	135,740.54
5	135,740.54	20,880.00	0.00	7,261.49	122,122.03
6	122,122.03	0.00	128,655.00	6,532.97	0.00
		104,400.00	128,655.00	39,589.47	

(\*) Does not include any rent payment or other amount then due.

Initialed: 

(Lessee)

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**EXHIBIT 2**  
**Concluding Payment Schedule to**  
**Governmental Agreement**

Quote number ..... 616-0475  
Asset #4: "Wheel Loader" ..... 193,390.53


Dated \_\_\_\_\_, 20\_\_\_\_

between  
**Caterpillar Financial Services Corporation**  
and  
**City of Coeur D' Alene**

Description of Unit: 1 Caterpillar 930M serial # KTG03799

Number of Payments Made	Beginning Balance	Payment Amount	Balloon	Interest 5.34954%	Concluding Payment (*)
1	193,465.53	20,880.00	0.00	0.00	172,585.53
2	172,585.53	20,880.00	0.00	9,232.53	160,938.06
3	160,938.06	20,880.00	0.00	8,609.45	148,667.51
4	148,667.51	20,880.00	0.00	7,953.03	135,740.54
5	135,740.54	20,880.00	0.00	7,261.49	122,122.03
6	122,122.03	0.00	128,655.00	6,532.97	0.00
		<u>104,400.00</u>	<u>128,655.00</u>	<u>39,589.47</u>	

(\*) Does not include any rent payment or other amount then due.

Initialed:   
(Lessee)

CATERPILLAR: CONFIDENTIAL YELLOW

**GOVERNMENTAL ENTITY RESOLUTION TO LEASE, PURCHASE AND/OR FINANCE**

**WHEREAS**, the laws of the State of IDAHO (the "State") authorize **CITY OF COEUR D'ALENE** (the "Governmental Entity"), a duly organized political subdivision, municipal corporation or similar public entity of the State, to purchase, acquire and lease personal property for the benefit of the Governmental Entity and its inhabitants and to enter into any necessary contracts; and

the Governmental Entity wants to lease, purchase and/or finance equipment ("Equipment") from **Caterpillar Financial Services Corporation** and/or an authorized Caterpillar dealer ("Caterpillar") by entering into that certain Governmental Pay For Use Contract (the "Agreement") with Caterpillar; and

the form of the Agreement has been presented to the governing body of the Governmental Entity at this meeting.

**RESOLVED**, that: (i) the Agreement, including all schedules and exhibits attached to the Agreement, is approved in substantially the form presented at the meeting, with any Approved Changes (as defined below), (ii) the Governmental Entity enter into the Agreement with Caterpillar and (iii) the Agreement is adopted as a binding obligation of the Governmental Entity; and

that changes may later be made to the Agreement if the changes are approved by the Governmental Entity's counsel or members of the governing body of the Governmental Entity signing the Agreement (the "Approved Changes") and that the signing of the Agreement and any related documents is conclusive evidence of the approval of the changes; and

that the persons listed below, who are the incumbent officers of the Governmental Entity (the "Authorized Persons"):

Name (Print or Type)	Title (Print or Type)
<u>Renata McLeod</u>	<u>City Clerk</u>
_____	_____
_____	_____

be, and each is, authorized, directed and empowered, on behalf of the Governmental Entity, to (i) sign and deliver to Caterpillar, and its successors and assigns, the Agreement and any related documents, and (ii) take or cause to be taken all actions he/she deems necessary or advisable to acquire the Equipment, including the signing and delivery of the Agreement and related documents; and

that the Secretary/Clerk of the Governmental Entity is authorized to attest to these resolutions and affix the seal of the Governmental Entity to the Agreement, these resolutions, and any related documents; and

that nothing in these resolutions, the Agreement or any other document imposes a pecuniary liability or charge upon the general credit of the Governmental Entity or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that a breach of these resolutions, the Agreement or any related document will not impose any pecuniary liability upon the Governmental Entity or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that the authority granted by these resolutions will apply equally and with the same effect to the successors in office of the Authorized Persons; and

that the undersigned's certification of the Authorized Persons' signatures shall be binding on the Governmental Entity.

I, Renata McLeod City Clerk (title) of **City of Coeur d'Alene**, certify that the resolutions above are a full, true and correct copy of resolutions of the governing body of the Governmental Entity. I also certify that the resolutions were duly and regularly passed and adopted at a meeting of the governing body of the Governmental Entity. I also certify that such meeting was duly and regularly called and held in all respects as required by law, at the Governmental Entity's office. I also certify that at such meeting, a majority of the governing body of the Governmental Entity was present and voted in favor of these resolutions.

I also certify that these resolutions are still in full force and effect and have not been amended or revoked. Finally, I also certify that the signatures above are the signatures of the officers authorized to sign for the Governmental Entity as a result of these resolutions.

IN WITNESS of these resolutions, the officer named below executes this document on behalf of the Governmental Entity.

Signature: Renata McLeod  
Title: City Clerk  
Date: 2/20/19

# INSURANCE SELECTION FORM-OUTSIDE INSURANCE CARRIER



Per your Governmental Pay For Use Contract with us, you must arrange physical damage and general liability insurance on the equipment identified below. The insurance may be provided through an insurance agent or insurance company of your choice, provided the insurance company satisfies minimum financial requirements.

Physical Damage coverage must show that Caterpillar Financial Services Corporation has been named as loss payee for the equipment's replacement value. The deductible must be shown. Liability Coverage must be a minimum of \$1,000,000 or combined coverage for bodily injury and property damage per occurrence. Caterpillar Financial Services Corporation must be named as additional insured.

As an alternative to obtaining your own Physical Damage coverage, you may elect to have your equipment insured under coverage arranged by Caterpillar Insurance Services Corporation designed specifically for the purchasers of Caterpillar equipment. If a quote is not included in your document package, please contact your Caterpillar Dealer, call **1-800-248-4228**, or e-mail [Cat.Insurance@cat.com](mailto:Cat.Insurance@cat.com).

**Please complete this form to provide contact information for your liability coverage. As well as your physical damage coverage if you did not elect Caterpillar Insurance for physical damage.**

Transaction Number: 3606603 Dealer Name: Western States Equipment Co.  
 Customer's Name: City of Coeur d'Alene  
 Address: 710 E Mullan Avenue  
 Coeur d'Alene, ID 83814

I have entered into the above agreement under which I am responsible for providing insurance against ALL RISKS of direct physical loss or damage for the actual cash value of the following equipment, subject to common exclusions such as damage caused by corrosion, rust, mechanical or electrical breakdown, etc.

Model #	Equipment Description	Serial #	VIN #	Value Including Tax
1. 930M	Caterpillar Wheel Loader	KTG04251		\$193,390.53
2. 930M	Caterpillar Wheel Loader	KTG04307		\$193,390.53
3. 930M	Caterpillar Wheel Loader	KTG04309		\$193,390.53
4. 930M	Caterpillar Wheel Loader	KTG03799		\$193,390.53

Insurance Northwest John Goedde  
 Insurance Agency Insurance Agent's Name

Street Address

City State Zip  
 208-292-1170 john.goedde@insurenw.com  
 Agent's Phone Number Fax Number E-mail Address

## TO CUSTOMER'S INSURANCE AGENT

I hereby instruct you to add Caterpillar Financial Services Corporation as a Loss Payee for physical damage and as an Additional Insured for general liability:

- [ ] To my existing policy number(s) \_\_\_\_\_, which now provide the coverage required, or  
 [ ] To a policy or policies which you are authorized to issue in the name listed above which will provide the coverage required.

Signature: \_\_\_\_\_

Name (PRINT): \_\_\_\_\_

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

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

## PROCESSING OF THIS TRANSACTION MAY BE HELD PENDING RECEIPT OF THIS INFORMATION

PLEASE FORWARD A COPY OF THE CERTIFICATE OR BINDER EVIDENCING COVERAGE TO:  
 CATERPILLAR FINANCIAL SERVICES CORPORATION Email: [Nichole.Bowen@cat.com](mailto:Nichole.Bowen@cat.com)  
 2120 West End Avenue Fax #:  
 Nashville, TN 37203

**PLEASE ATTACH A COPY OF THIS NOTICE TO PROOF OF INSURANCE**

Caterpillar: Confidential Yellow



Form **8038-G**

(Rev. September 2018)

Department of the Treasury  
Internal Revenue Service**Information Return for Tax-Exempt Governmental Bonds**

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

► Go to [www.irs.gov/F8038G](http://www.irs.gov/F8038G) for instructions and the latest information.

OMB No. 1545-0720

**Part I Reporting Authority**If Amended Return, check here ☐

1 Issuer's name <b>City of Coeur D'Alene, ID</b>		2 Issuer's employer identification number (EIN) <b>82-6000176</b>
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) <b>710 E. MULLAN AVE</b>	Room/suite	5 Report number (For IRS Use Only) <b>3</b>
6 City, town, or post office, state, and ZIP code <b>COEUR D'ALENE, ID 83814</b>		7 Date of issue
8 Name of issue		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a

**Part II Type of Issue (enter the issue price).** See the instructions and attach schedule.

11 Education . . . . .	11		
12 Health and hospital . . . . .	12		
13 Transportation . . . . .	13		
14 Public safety . . . . .	14		
15 Environment (including sewage bonds) . . . . .	15		
16 Housing . . . . .	16		
17 Utilities . . . . .	17		
18 Other. Describe ►	18		
19a If bonds are TANs or RANs, check only box 19a . . . . .			
b If bonds are BANs, check only box 19b . . . . .			
20 If bonds are in the form of a lease or installment sale, check box . . . . .			

**Part III Description of Bonds.** Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	2/2024	\$ 773862	\$ 514620	5 years	5.35 %

**Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)**

22 Proceeds used for accrued interest . . . . .	22		
23 Issue price of entire issue (enter amount from line 21, column (b)) . . . . .	23		
24 Proceeds used for bond issuance costs (including underwriters' discount) . . . . .	24		
25 Proceeds used for credit enhancement . . . . .	25		
26 Proceeds allocated to reasonably required reserve or replacement fund . . . . .	26		
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V . . . . .	27		
28 Proceeds used to refund prior taxable bonds. Complete Part V . . . . .	28		
29 Total (add lines 24 through 28) . . . . .	29		
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here) . . . . .	30		

**Part V Description of Refunded Bonds.** Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded . . . . .	►	_____ years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded . . . . .	►	_____ years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) . . . . .	►	_____
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)		_____

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2018)

**Part VI Miscellaneous**

<b>35</b>	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . .	<b>35</b>	
<b>36a</b>	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions . . . . .	<b>36a</b>	
<b>b</b>	Enter the final maturity date of the GIC ► (MM/DD/YYYY) _____		
<b>c</b>	Enter the name of the GIC provider ► _____		
<b>37</b>	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . .	<b>37</b>	
<b>38a</b>	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► <input type="checkbox"/> and enter the following information:		
<b>b</b>	Enter the date of the master pool bond ► (MM/DD/YYYY) _____		
<b>c</b>	Enter the EIN of the issuer of the master pool bond ► _____		
<b>d</b>	Enter the name of the issuer of the master pool bond ► _____		
<b>39</b>	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . .		<input type="checkbox"/>
<b>40</b>	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . .		<input type="checkbox"/>
<b>41a</b>	If the issuer has identified a hedge, check here ► <input type="checkbox"/> and enter the following information:		
<b>b</b>	Name of hedge provider ► _____		
<b>c</b>	Type of hedge ► _____		
<b>d</b>	Term of hedge ► _____		
<b>42</b>	If the issuer has superintegrated the hedge, check box . . . . .		<input type="checkbox"/>
<b>43</b>	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . .		<input type="checkbox"/>
<b>44</b>	If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . .		<input type="checkbox"/>
<b>45a</b>	If some portion of the proceeds was used to reimburse expenditures, check here ► <input type="checkbox"/> and enter the amount of reimbursement . . . . . ► _____		
<b>b</b>	Enter the date the official intent was adopted ► (MM/DD/YYYY) _____		

**Signature and Consent**

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative	Date	Type or print name and title
---	------	------------------------------

**Paid Preparer Use Only**

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
Firm's name ►	Firm's EIN ►			
Firm's address ►	Phone no.			

Form **8038-G** (Rev. 9-2018)



## Meeting Minutes

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WESTERN STATES EQUIPMENT CO.  
500 E. OVERLAND ROAD  
P.O. BOX 38  
BOISE ID 83707-0038

### Reference:

City of Coeur d' Alene

We are requesting a copy of the minutes of the appropriation meeting during which the funds for this deal were allocated.

A copy of this information is necessary to complete the documentation package and to fund the deal. Your ability to return a complete package will ensure timely payment to you.

Thank you for your assistance.

CATERPILLAR FINANCIAL SERVICES CORPORATION  
DOCUMENTATION DEPARTMENT

Caterpillar Global Services LLC  
100 NE ADAMS ST  
PEORIA IL 61629

# INVOICE

Invoice	INV00000000002863
Date	12/31/2018
Page	1

**Bill To:**

CITY OF COEUR D'ALENE, IDAHO  
710 E MULLAN AVENUE  
COEUR D'ALENE ID 83814

**Ship To:**

CITY OF COEUR D'ALENE, IDAHO  
710 E MULLAN AVENUE  
COEUR D'ALENE ID 83814

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	CITY OF COEUR D			Net 30	12/31/2018	2,818
Ordered	Hours	Item Number	Description	Unit Price	Ext. Price	
	600.00	KTG04309-6	Billed Service Fee Per Hour - 930M - KTG04309	\$37.34	\$22,404.00	
	600.00	KTG03799-6	Billed Service Fee Per Hour - 930M - KTG03799	\$37.34	\$22,404.00	
	600.00	KTG04251-6	Billed Service Fee Per Hour - 930M - KTG04251	\$37.34	\$22,404.00	
	600.00	KTG04307-6	Billed Service Fee Per Hour - 930M - KTG04307	\$37.34	\$22,404.00	

Please see attached 'Remit to' instructions.

Subtotal	\$89,616.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Deposits	\$0.00
Total	\$89,616.00

To: Caterpillar Financial Services Corporation

### OPINION OF COUNSEL

Re: Governmental Pay For Use Contract (Transaction Number 3606603) (the "Agreement")  
Between **City of Coeur d'Alene** ("Customer") and **Caterpillar Financial Services Corporation** ("Contractor")

Sir/Madam:

I am an attorney for Customer, and in that capacity I am familiar with the above-referenced transaction, the Agreement, and all other documents pertaining to the Agreement.

Based on my examination of these and such other documents, records and papers and matters of fact and law as I deemed to be relevant and necessary as the basis for my opinion set forth below, upon which opinion Contractor and any subsequent assignee of Contractor's interest may rely, it is my opinion that:

1. Customer is a fully constituted political subdivision or agency duly organized and existing under the Constitution and laws of the State of **IDAHO** and is authorized by such Constitution and laws to enter into the transaction contemplated by the Agreement and to carry out its obligations thereunder.
2. The Agreement and all other documents contemplated by the Agreement have been duly authorized, executed and delivered by Customer and constitute valid, legal and binding obligations and agreements of Customer, enforceable against Customer in accordance with their terms.
3. The person or persons who have executed and delivered the Agreement, and all other documents contemplated by the Agreement were authorized to do so on behalf of Customer.
4. No further approval, license, consent, authorization or withholding of objections is required from any federal, state or local governmental authority with respect to the entering into or performance by Customer of the Agreement or the Schedules(s) and the transactions contemplated thereby, and Customer has sufficient appropriations or other funds available to pay all amounts due under the Agreement for the current fiscal year.
5. The interest payable to Contractor by Customer under the Agreement is exempt from federal income taxation pursuant to Section 103 of the Internal Revenue Code of 1986, as amended.
6. The entering into and performance of the Agreement and all other documents contemplated by the Agreement will not conflict with or constitute a breach or violation of any judgment, consent decree, order, law, regulation, bond, indenture or contract, applicable to Customer or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of Customer or the units (as defined in the Agreement) pursuant to, any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument to which Customer is a party or by which it or its assets may be bound.
7. There is no litigation, action, suit or proceeding pending or, to the best of my knowledge, threatened against or affecting Customer in any court or before any governmental commission, board, agency, arbitrator or authority which, if adversely determined, will have an adverse effect on the ability of Customer to perform its obligations under the Agreement. In addition, I am not aware of any facts or circumstances which would give rise to any litigation, action, suit or proceeding relating to or potentially adversely affecting the ability of the Customer to perform its obligations under the Agreement.

Caterpillar: Confidential Yellow



8. The units Agreement under the Agreement are personal property and, when subject to use by Customer, will not be or become fixtures under the laws of the State of Idaho.

9. The authorization, approval and execution of the Agreement, the Schedule(s) and all other documents contemplated by the Agreement and all other proceedings of the Customer related to the transactions therein and contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws, and all other applicable laws of the State of Idaho.

10. The Contractor will have a perfected security interest in the Units upon the filing of an executed UCC-1 or other financing statement at the time of acceptance of the Units with the Secretary of State for the State of Idaho.

Yours sincerely,

Signature: 

Name (PRINT): Randall R. Adams

Title: Chief Civil Deputy City Attorney

Date: 1/31/19

Address: 710 E. Mullan Ave.

Boeur d'Alene, ID 83814

Telephone: (208) 769-2350

**PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** 2-11-19  
**FROM:** Kyle Marine, Assistant Water Superintendent  
**SUBJECT:** Award of Bid for Locust Well Pump Rehabilitation Project

=====

**DECISION POINT:** Staff requests that Council authorize bid award and a contract to Specialty Pump Service Inc as sole bidder for rehabilitation of the Locust Well.

**HISTORY:** The Locust well was originally hand dug in 1955. It was redeveloped in 1968 to a depth of 281 feet. It has a tested production capacity of nearly 3600 gpm. The production well is 12" in diameter and cased or screened to the bottom. The well was put into production and has consistently produced a rate of approximately 3000 gpm.

**FINANCIAL ANALYSIS:** The Water Department has budgeted \$90,000 through the operations and maintenance budget and no additional engineering services are required for this project. The base bid received is for the amount of \$70,696 from Specialty Pump Service Inc. Options were included in the bid packet for potential replacement of the pump columns, stainless steel shafts; brass spider bearings in the event undue wear is detected. Exercising all options would bring the total bid to \$132,342. approximately 32% over budget. While staff anticipates there may be a need to replace at least some of the pump column based on previous history, it is not anticipated to have to replace everything. Therefore, staff is proposing approval for the base bid of \$70,696 and a contract not to exceed the budget amount of \$90,000.00 should additional replacements be required.

**PERFORMANCE ANALYSIS:** Staff proposes to have the pump assembly removed, cleaned, inspected, and replace any necessary parts. Options were included in the bid should any of the assembly components exhibit undue wear. The stainless steel shafts shall be inspected and straightened as necessary to ensure factory tolerances. Once removal is approved to begin, staff anticipates that the project should be complete within 120 business days barring any unanticipated problems such as damaged or defective equipment or materials.

**REQUESTED ACTION:** Staff requests that the City Council approve award of the bid for the Locust Well Pump Rehabilitation Project to Specialty Pump Service Inc. as the successful bidder for the sum of \$70,696 and a contract not to exceed the budget amount of \$90,000.00.

**CONTRACT**  
**for**  
**LOCUST WELL PUMP REHABILITATION**

THIS CONTRACT, made and entered into this 19<sup>th</sup> day of February, 2019, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as the “**CITY**”, and **Specialty Pump Services Inc.**, a corporation duly organized and existing under and by virtue of the laws of the state of Washington, with its principal place of business at 4712 S. Thor St., Spokane, WA 99203, hereinafter referred to as “**CONTRACTOR**.”

W I T N E S S E T H:

WHEREAS, the said **CONTRACTOR** has been awarded the contract for **Locust Well Pump Rehabilitation** according to contract documents on file in the office of the City Clerk of said **CITY**, which contract documents are incorporated herein by reference.

IT IS AGREED that for and in consideration of the covenants and agreements to be made and performed by the City of Coeur d’Alene, as hereinafter set forth, the **CONTRACTOR** shall complete improvements as set forth in the said contract documents described above, in said **CITY**, furnishing all labor and materials therefore according to said contract documents and under the penalties expressed in the performance bond bearing even date herewith, and which bond with said contract documents are hereby declared and accepted as parts of this contract. All material shall be of the high standard required by the said contract documents and approved by the City Engineer, and all labor performed shall be of first-class workmanship.

The **CONTRACTOR** shall furnish and install barriers and warning lights to prevent accidents. The **CONTRACTOR** shall indemnify, defend and hold the **CITY** harmless from all claims arising from the **CONTRACTOR**'s actions or omissions in performance of this contract, and to that end shall maintain liability insurance naming the **CITY** as one of the insureds in the amount of at least Five Hundred Thousand Dollars (\$500,000) for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for under Idaho Code 6-924. A certificate of insurance providing at least thirty (30) days written notice to the **CITY** prior to cancellation of the policy shall be filed in the office of the City Clerk.

The **CONTRACTOR** agrees to maintain Worker’s Compensation coverage on all employees, including employees of subcontractors, during the term of this contract as required by Idaho Code Sections 72-101 through 72-806. Should the **CONTRACTOR** fail to maintain such insurance during the entire term hereof, the **CONTRACTOR** shall indemnify the **CITY** against any loss resulting to the **CITY** from such failure, either by way of compensation or additional premium liability. The **CONTRACTOR** shall furnish to the **CITY**, prior to commencement of the work, such evidence as the **CITY** may require guaranteeing contributions which will come due under the

Employment Security Law including, at the option of the **CITY**, a surety bond in an amount sufficient to make such payments.

The **CONTRACTOR** shall furnish the **CITY** certificates of the insurance coverage's required herein, which certificates must be approved by the City Attorney.

The **CONTRACTOR** agrees to receive and accept as full compensation for furnishing all materials, and doing all the work contemplated and embraced in the contract, an amount equal to the sum of the total for the items of work. The total for each item of work shall be calculated by determining the actual quantity of each item of work and multiplying that actual quantity by the unit price bid by the **CONTRACTOR** for that item of work. The total amount of the contract shall not exceed Ninety thousand and 00/100 Dollars (\$90,000.00).

Monthly progress payments must be submitted by the 10<sup>th</sup> of the month for work done in the previous calendar month. Partial payment shall be made by the end of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided that the **CONTRACTOR** has obtained from the Idaho State Tax Commission and submitted to the **CITY** a release of liability for taxes (Form 10-248-79). Payment shall be made by the City Finance Department.

The number of calendar days allowed for completion of the contract work shall be 90 calendar days. The contract time shall commence no later than 10 days after the date of the Notice to Proceed issued by the **CITY**.

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

IT IS AGREED that the **CONTRACTOR** must employ ninety-five percent (95%) bona fide Idaho residents as employees on any job under this contract except where under this contract fifty (50) or less persons are employed by the **CONTRACTOR**, in which case the **CONTRACTOR** may employ ten percent (10%) nonresidents; provided, however, in all cases the **CONTRACTOR**, must give preference to the employment of bona fide residents in the performance of said work.

The **CONTRACTOR** further agrees: In consideration of securing the business of construction the works to be constructed under this contract, recognizing the business in which he is engaged is of a transitory character and that in the pursuit thereof, his property used therein may be

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

1. To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term.
2. That if the said taxes, excises and license fees are not payable at the end of said term but liability for said payment thereof exists, even though the same constitutes liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof.
3. That in the event of his default in the payment or securing of such taxes, excises and license fees, to consent that the department, officer, board or taxing unit entering into this contract may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said **CONTRACTOR** is liable.

The **CONTRACTOR** further agrees, in consideration of securing this contract, to comply with all the requirements of **Attachment 1**, which by this reference is incorporated herein.

IT IS FURTHER AGREED that, for additions or deductions to the contract documents, the unit prices as set forth in the written bid of the **CONTRACTOR** are hereby made part of this contract.

For the faithful performance of this contract in accordance with the contract documents and payment for all labor and materials, the **CONTRACTOR** shall execute good and sufficient performance bond and payment bond in a form acceptable to the City Attorney each in the amount of one hundred percent (100%) of the total amount of the bid as hereinbefore stated, said bonds to be executed by a surety company authorized to do business in the state of Idaho.

The term "CONTRACT DOCUMENTS" means and includes the following:

- A) Advertisement For Bids
- B) Information For Bidders
- C) Bid Proposal
- D) Bid Bond
- E) Bidding Forms as Required
- F) Contract
- G) Labor and Materials Payment Bond
- H) Performance Bond
- I) Notice of Award



- J) Notice to Proceed
- K) Change Order
- L) General Conditions
- M) Technical Specifications
- N) Special Provisions
- O) Plans
- P) Addenda

No. \_\_\_\_\_, dated \_\_\_\_\_, \_\_\_\_\_

THIS contract, with all of its forms, specifications and stipulations, shall be binding upon the parties hereto, their successors and assigns. However, CONTRACTOR shall not assign this contract, or any part thereof, without the prior written consent of the CITY.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this contract on behalf of said **CITY**, and the **CONTRACTOR** has caused the same to be signed by its President, the day and year first above written.

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

**CONTRACTOR:**  
**Specialty Pump Services Inc.**

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

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

Its: \_\_\_\_\_

ATTEST:

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

## **Attachment 1**

This Attachment is to be inserted in every contract subject to Title VI of the Civil Rights Act of 1964 and associated Regulations.

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

**1. Compliance with Regulations**

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

**2. Non-discrimination**

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment**

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

**4. Information and Reports**

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to ITD or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

**5. Sanctions for Non-compliance**

In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part.

**Incorporation of Provisions**

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request ITD enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

**PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** February 11, 2019

**FROM:** James Remitz, Capital Program Manager

**SUBJECT:** **Award of Construction Contract for the 2019 Compost Facility Improvements**

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**DECISION POINT:**

The City Council may wish to award a contract for the construction of the 2019 Compost Facility Improvements to **National Native American Construction Inc. (NNAC, Inc.)** and authorize the Mayor to execute this contract. A copy of the proposed Contract, which is being reviewed by City legal staff, is attached.

**HISTORY:**

The Compost Facility was initially developed in 1988 as a means to dispose of bio-solids from the City's Wastewater Treatment Facility. The bio-solids are mixed with wood chips and the resulting composted material is used as a soil supplement for a variety of plantings. Since sewage flows and treatment efficiencies have increased in recent years, the resultant bio-solids have also increased thereby requiring additional covered composting capacity. This project will construct a 56' by 75' by 30' tall three-sided building that will provide additional covered composting bays.

**PERFORMANCE ANALYSIS:**

Bids for the construction of the 2019 Compost Facility Improvements were opened at 2:00 pm, Thursday January 17, 2019 and the results are as follows:

<b><u>BIDDER</u></b>	<b><u>AMOUNT</u></b>
NNAC, Inc.	\$ 636,900.00
La Riviere, Inc.	\$ 710,880.00
TML Construction, Inc.	\$ 738,509.00
Apollo, Inc.	\$ 825,000.00

J-U-B Engineers and City staff have evaluated the bids and determined that the bid submitted by NNAC, Inc. is the lowest responsive bid. A copy of J-U-B Engineers' evaluation of the bids is attached.

**FINANCIAL ANALYSIS:**

Funds for this project have been budgeted in the Wastewater Operating Fund in the current FY 2018/2019 City Financial Plan (Account # 031-022-4353-7310).

**RECOMMENDATION:**

Wastewater Department staff recommends that the City Council award the contract for the 2019 Compost Facility Improvements project to **NNAC, Inc.** for the submitted bid price of **\$ 636,900.00** and authorize the Mayor to execute the Contract pending legal review.



J-U-B COMPANIES



THE  
LANGDON  
GROUP



GATEWAY  
MAPPING  
INC.

January 22, 2019

Jim Remitz  
Wastewater Department, Capital Program Manager  
City of Coeur d'Alene  
710 E. Mullan Avenue  
Coeur d'Alene, ID 83814

**RE: Bid Evaluation for City of Coeur d'Alene 2019 Compost Facility Improvements Project**

Dear Jim:

On January 17, 2019, four bids for the 2019 Compost Facility Improvements Project were opened by the City. The apparent low and responsive bid was submitted by National Native American Construction, Inc. (NNAC, Inc.) with a total Base Bid price of \$636,900.00. For comparison, the Engineer's Opinion of Probable Cost for the project is \$700,000.00. A summary of the bids is included below, and a copy of the complete Bid Abstract is **enclosed** for your use in reviewing the bids.

BIDDER	TOTAL BID
NNAC, Inc.	\$636,900.00
La Riviere, Inc.	\$710,880.00
TML Construction, Inc.	\$738,509.00
Apollo, Inc.	\$825,000.00

We have reviewed the bids to determine general compliance with the administrative requirements of the bidding phase (i.e. whether each bid received was responsive) based on the following:

- Bid received on time in a properly sealed envelope
- Addenda, if any, properly acknowledged
- Bid Proposal with Unit Price Schedule was completed in general conformance with the Instructions to Bidders
- Bid Security included
- Bidder's Idaho Contractor License number included
- Bid signed
- Statutory Naming of Subcontractors Form completed (Plumbing, Electrical, HVAC)
- Non-Collusion and Payment or Securement of All Taxes Forms completed

Our review did not include verification of the Bidder's business legal status, the signatory's authority to sign, or other possible reasons for considering the bids unresponsive. J-U-B verified the status of the Idaho Public Works license for each Bidder.

We recommend that you work with your legal counsel to review the Bids and conduct any further review that is warranted in order to determine the final award status.

City of Coeur d'Alene  
January 22, 2019

A copy of the bid from National Native American Construction, Inc. (NNAC, Inc.) and the Bid Abstract are **enclosed** for reference. We will prepare the award and agreement documents accordingly for your use should you choose to award the project to NNAC, Inc.

If you would like to discuss our review or have additional questions, please do not hesitate to contact me at (208) 762-8787.

Sincerely,  
J-U-B ENGINEERS, Inc.



Pete Stayton, P.E.  
Project Engineer

Enclosure



COEUR D'ALENE WASTEWATER UTILITY - 2019 Compost Facility Improvements  
 BID OPENING -CITY OF COEUR D'ALENE City Clerk's office - January 17, 2019 at 2:00pm

Engineer's Opinion of Probable Cost - \$700,000

## BID ABSTRACT

BIDDER NAME:  
 ADDRESS:

NNAC Inc. 3901 N. Schreiber Way Coeur d'Alene, ID 83815		La Riviere P.O. Box 100 Athol, ID 83801		TML Construction P.O. Box 2970 Hayden, ID 83835		Apollo, Inc. P.O. Box 7305 Kennewick, WA 99336	
UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE
\$601,900.00	\$601,900.00	\$675,880.00	\$675,880.00	\$703,509.00	\$703,509.00	\$790,000.00	\$790,000.00
\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00
	\$636,900.00		\$710,880.00		\$738,509.00		\$825,000.00
Yes		Yes		Yes		Yes	
Yes		Yes		Yes		Yes	
Yes		Yes		Yes		Yes	
Yes		Yes		Yes		Yes	
Yes		Yes		Yes		Yes	
Yes		Yes		Yes		Yes	
020626-U-1-2-3		17425-U-1-2-3		14401-U-1-3		14034-U-1-2-3	
Fuse Electrical, LLC 027171-AAA-4		Fuse Electrical, LLC		Fuse Electrical, LLC		Fuse Electrical, LLC	
Air Tech Mechanical Company 12273-A-4		Air Tech Mechanical Company		Air Tech Mechanical Company		N/A	
RL Jacobs Plumbing, Inc. 12056-CC-4		RL Jacobs Plumbing, Inc.		RL Jacobs Plumbing, Inc.		RL Jacobs Plumbing, Inc.	

**CITY OF COEUR D'ALENE WASTEWATER UTILITY  
2019 COMPOST FACILITY IMPROVEMENTS  
CONTRACT**

THIS CONTRACT is made and entered into this 19<sup>th</sup> day of February, 2019, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as "CITY," and **National Native American Construction, Inc. (NNAC)**, a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at 3901 N. Schreiber Way, Coeur d'Alene, Idaho 83815, hereinafter referred to as the "CONTRACTOR."

WITNESSETH:

WHEREAS, the CONTRACTOR has been awarded the contract for the 2019 Compost Facility Improvements in the City of Coeur d'Alene, according to the plans and specifications on file in the office of the City Clerk of the CITY, which plans and specifications are entitled:

**City of Coeur d'Alene – Wastewater Utility - 2019 Compost Facility Improvements**

NOW, THEREFORE,

IT IS AGREED that for and in consideration of the covenants and agreements to be made and performed by the CITY, as hereinafter set forth, the CONTRACTOR shall make improvements as set forth in the said plans and specifications described above, , furnishing all labor and materials therefor according to said plans and specifications and under the penalties expressed in the performance bond bearing even date herewith, and which bond with said plans and specifications are hereby declared and accepted as parts of this contract. All material shall be of the high standard required by the said plans and specifications and approved by the Wastewater Superintendent or designee, and all labor performed shall be of first-class workmanship.

The CONTRACTOR shall employ appropriate means to prevent accidents and defend the CITY from all claims for injury to person or property resulting from the CONTRACTOR's actions or omissions in performance of this contract, and to that end shall maintain insurance of the type and in the amount specified in SC-5.04.C of the Supplementary General Conditions, Certificates of insurance providing at least thirty (30) days written notice to the City prior to cancellation of the policy shall be filed in the office of the City Clerk.

The CONTRACTOR agrees to maintain Worker's Compensation coverage on all employees, including employees of subcontractors, during the term of this contract as required by Idaho Code Sections 72-101 through 72-806. Should the CONTRACTOR fail to maintain such insurance during the entire term hereof, the CONTRACTOR shall indemnify the CITY against any loss resulting to the CITY from such failure, either by way of compensation or additional premium liability. The CONTRACTOR shall furnish to the CITY, prior to commencement of the work, such evidence as the CITY may require guaranteeing contributions which will come due under the Idaho Worker's Compensation Law including, at the option of the CITY, a surety bond in an amount sufficient to make such payments.

The CONTRACTOR shall furnish the CITY certificates of the insurance coverage's required herein, which certificates must be approved by the City Attorney.

The CITY shall pay to the CONTRACTOR for the work, services and materials herein provided to be done and furnished by it, a sum not to exceed Six hundred thirty-six thousand, nine hundred dollars and No/100 (\$636,900.00), as provided in the Unit Price Schedule. Partial payment shall be made on the third Tuesday of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided that the contractor has obtained from the Idaho State Tax Commission and submitted to the City a release of liability for taxes (Form EFO00234).

#### **BID SCHEDULE**

<b>BASE BID</b>	
<b>Item No. 1 – Compost Facility Improvements:</b> Lump Sum Bid Price	<b>\$601,900.00</b>
<b>Item No. 2 – Contingency Allowance:</b> Unit Price, (1 ea)	<b>\$35,000.00</b>
<b>TOTAL: (Item No. 1 + Item No. 2)</b>	<b>\$636,900.00</b>

The Work shall be substantially complete within **two hundred forty-five (245) calendar days** (for the Contract Award, as applicable) after the date when the Contract Times commence to run, as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within **thirty (30) calendar days** after the date of substantial completion.

The CITY and the CONTRACTOR recognize that time is of the essence and failure of the CONTRACTOR to complete the work within the time allowed shall result in damages being sustained by the CITY. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the CONTRACTOR shall fail to complete the work within the above time limit, the CONTRACTOR shall pay to the CITY or have withheld from moneys due, liquidated damages at the rate of **\$500.00** per calendar day, which sums shall not be construed as a penalty.

IT IS AGREED that the CONTRACTOR must employ ninety-five percent (95%) bona fide Idaho residents as employees on any job under this contract except where under this contract fifty (50) or less persons are employed by the contractor, in which case the CONTRACTOR may employ ten percent (10%) nonresidents; provided, however, in all cases the CONTRACTOR must give preference to the employment of bona fide residents in the performance of said work. (Idaho Code 44 – 1002).

The CONTRACTOR further agrees: In consideration of securing the business of constructing the works to be constructed under this contract, recognizing the business in which he is engaged is of a transitory character and that in the pursuit thereof, his property used therein may be without the state of Idaho when taxes, excises or license fees to which he is liable become payable, agrees:

1. To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal

corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term.

2. That if the said taxes, excises and license fees are not payable at the end of said term but liability for said payment thereof exists, even though the same constitutes liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof.
3. That in the event of his default in the payment or securing of such taxes, excises and license fees, to consent that the department, officer, board or taxing unit entering into this contract may withhold from any payment due him thereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said contractor is liable.

IT IS FURTHER AGREED that for additions or deductions to the plans and specifications, the unit prices as set forth in the written proposal of the CONTRACTOR are hereby made a part of this contract.

For the faithful performance of this contract in accordance with the plans and specifications and payment for all labor and materials, the CONTRACTOR shall execute good and sufficient performance bond and payment bond each in the amount of one hundred percent (100%) of the total amount of the bid as herein before stated, said bonds to be executed by a surety company authorized to do business in the state of Idaho.

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

The Contractor shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the City may require.

The term "CONTRACT DOCUMENTS" are defined in "Standard General Conditions of the Construction Contract" ISPWC Division 100.

THIS CONTRACT, with all of its forms, specifications and stipulations, shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the Mayor and City Clerk of the CITY OF COEUR D'ALENE have executed this contract on behalf of said city, the City Clerk has affixed the seal of said city hereto, and the CONTRACTOR has caused the same to be signed by its President, and its seal to be affixed hereto, the day and year first above written.

CITY:  
City of Coeur d'Alene  
Kootenai County, Idaho

CONTRACTOR:  
National Native American Construction, Inc.  
(NNAC)

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

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

ATTEST:

ATTEST:

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

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



**GENERAL SERVICES COMMITTEE  
M E M O R A N D U M**

DATE: FEBRUARY 11, 2019

FROM: RENATA MCLEOD, MUNICIPAL SERVICES DIRECTOR  
HILARY ANDERSON, COMMUNITY PLANNING DIRECTOR

RE: APPROVAL OF ADDITIONAL HOURS FOR THE COMMUNITY  
DEVELOPMENT BLOCK GRANT SPECIALIST POSITION.

---

**DECISION POINT:** To approve the allocation of additional funding for 10 additional work hours per week for the CDBG Specialist position, at an additional cost of \$14,113, to be paid out of the CDBG Administration line item.

**HISTORY:** The City authorized the in-house position of CDBG Specialist at 20 hours a week during its Fiscal Year 2017-2018. During this first year of in-house CDBG services, of which the CDBG specialist worked an average of 20-25 hours per week, the City received accolades from HUD regarding our community outreach efforts, as noted in the Plan year 2017 Action Plan acceptance letter. The Office of Field Policy and Management stated that *“City solicitation of input from citizens and a wide variety of public agencies is one of the most laudable sections of the plan. If a citizen or agency representative missed the opportunity to comment, it wasn’t due to a lack of effort on the part of city staff. Gathering of comments was masterfully planned and well executed.”* This was an effort by staff to really make an impact that the City truly desires input from the community and could not have been done had it not been for the CDBG Specialist position. From mid-November of 2018 to present day, the CDBG Specialist has already been working 30 hour week averages in order to keep up with increased demands on the position. After a full year of reviewing the position, staff has determined that additional hours are needed to conduct project research and planning for the betterment of the program, manage increased sub-recipient monitoring duties related to the Davis Bacon Act, and maintain the quality of service that the position presently employs.

One such example of increased quality of service that has resulted from bringing this position in-house is in regards to the City’s Emergency Minor Home Repair and Accessibility Improvement Program (EMRAP). One of the City’s most time intensive and consistent CDBG funded program administered throughout the year, the EMRAP program provides grants to low income home owners for emergency repairs. It is a time intensive program as incomes need to be verified, site visits are conducted for environmental review and a final monitoring performed when the project is complete. These are all steps required by HUD, but well worth it to keep the City’s affordable housing stock livable. During the first year of bringing this program in-house the city has assisted 20 homeowners which is a 30% performance increase than in the same time frame of the prior plan year.

The City annually funds community grants, which are competitively sought. Plan Year 2017 funded two projects that required Davis Bacon compliance, which created additional subrecipient management and administrative burdens. Between 2017 and 2018, the city received 5 community opportunity grant applications for rehabilitation to public facilities. The increase in public facility rehabilitation applications indicates a greater community need in this realm and likewise more Davis Bacon reporting requirements, training to sub-recipients, and monitoring oversight in current and future years. However, the benefit of providing these funds outweighs the administrative burden. We would like to continue to offer the community grants, even with the Davis Bacon compliance burden.

Additionally, there are many annual reports that require citizen participation meetings and many city projects researched upon request for eligibility of use of CDBG funds (i.e., East Sherman, safe routes to schools, and housing needs). As the 2019 year progresses, the position of CDBG Special will migrate to be incorporated into the Planning Department. This will take additional hours of training and coordination with other City departments to explore a greater variety of uses for CDBG funds, including potential job building economic development projects. Future goals continue to be increased public engagement and the seeking of meaningful community input in regards to the Affirmatively Furthering Fair Housing Action Plan (AFFH) due in 2022 that will be an intense requirement of HUD (with ever changing requirements).

Staff is requesting the funding of an additional 10 hours per week, covered entirely by CDBG funds. CDBG funding covers the benefits for this position entirely, so this increase includes the benefit increases along with staff wages. HUD has moved to grant based accounting and will no longer allow administrative dollars to roll over from year-to-year without counting against that year's 20% maximum. Because of this, maintaining a consistent 30 hour work week rather than a flex schedule of 20-25 hours is more prudent for financial planning and to best meet the growing needs of the community.

**FINANCIAL:** The annually authorized budget for the 20 hours per week position is fully-benefited at \$40,136 per year. Funds are reimbursed to the City from the HUD CDBG grant. The grant allows 20% of the allocation to be used for administration of the grant. Based on the CDBG Plan Year 2018 funding cycle (which runs from April 1 through March 30) the city would have the capacity to allocate approximately \$63,695 to the administration line item. This allows for some flexibility in expenses as training opportunities arise, allows for support to Fair Housing, the publication of a legal notices and brochure creation, etc. Based on this approximate allocation, enough administrative dollars would remain to cover the additional 10 hours per week requested, for an additional \$14,113, totaling \$54,249. This would leave approximately \$9,446 for other needed administrative expenses. Should an annual grant allocation dip low enough not to cover staffing costs, it is possible to cover staffing administration costs out of the EMRAP project line item as part of that program's management. However, it is staff's first recommendation to fund the CDBG Administrative Specialist position out of the allowable 20% administrative line item.

**PERFORMANCE ANALYSIS:** Authorizing 10 additional hours for this position will allow staff to meet deadlines, conduct more outreach, work on more densely regulated community grants, and be available to work with City staff to plan for future city related projects. Without this increase in hours, the quality of service provided by this position will naturally decline as fewer hours will be available to assist the public, area partners, and process more regulated grant applications.

**DECISION POINT/RECOMMENDATION:** To approve the allocation of additional funding for 10 additional work hours per week for the CDBG Specialist position, at an additional cost of \$14,113 to be paid out of the CDBG Administration line item.

OTHER BUSINESS

RESOLUTION NO. 19-007

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO,  
AUTHORIZING AN ANNEXATION AGREEMENT WITH DAVE AND YVONNE PALMER.

WHEREAS, an annexation agreement has been negotiated between the City of Coeur d'Alene and Dave and Yvonne Palmer, pursuant to the terms and conditions set forth in said agreement, 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 Dave and Yvonne Palmer 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 19<sup>th</sup> day of February, 2019.

\_\_\_\_\_  
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

A-2-18

THIS AGREEMENT, made and dated this 19<sup>th</sup> day of February, 2019, 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 *Dave and Yvonne Palmer*, individuals, with a residential address of *6320 N. Sunrise Terrace, Coeur d' Alene, ID 83814*, hereinafter referred to as the "Owners,"

### WITNESSETH:

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

WHEREAS, the Coeur d'Alene Planning and Zoning Commission has approved, subject to the successful completion of the annexation process, zoning for the Property. 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 Owners 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: A parcel of land being parcel No. 1600 as surveyed in Record of Survey recorded in Book 30 at Page 307, records of Kootenai County Idaho, lying North of the North right of way line of Fernan Hill Road, situated in Section 17, Township 50 North, Range 3 West, Boise Meridian.

### ARTICLE II: STANDARDS

2.1. Applicable standards: The Owners agree that all laws, standards, policies and procedures regarding public improvement construction that the Owners are required to comply with or otherwise meet pursuant to this Agreement or City Code shall be those in effect at the time of plan approval. The Owners further waive any right the Owners 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 Owners agree to use the City's water and sanitary sewer systems for this development. The Owners will extend, at its own cost, the water and sanitary sewer systems and further agrees to fully comply with all City policies for its water and wastewater systems.

3.2. Water rights: Prior to the recordation of any plat on the Property or any other transfer of an ownership interest in the Property, the Owners 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 Owners are 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 Owners agree that upon the expiration of the existing term of any contract to provide garbage collection services to the Property, that the Owners 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 Owners agree to adhere to City policies and standards for street light design and construction.

3.5. Street Trees: The Owners agree to adhere to City policies and standards for street trees.

### ARTICLE IV: PUBLIC IMPROVEMENTS

4.1. Installation of public improvements: The Owners further agree prior to occupancy of the Property, and prior to issuance of any building permits for the Property, the Owners 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, attached as Exhibit "B," are expressly incorporated into this Agreement as binding provisions of this Agreement. As such, the Owners specifically agree to fulfill each condition of approval as if each condition was specifically enumerated in this Agreement.

4.3. Any future changes to the lot configuration shall be required to meet all Subdivision Standards.

#### ARTICLE V: FEES

5.1. Consideration: The Owners agree to provide specific consideration in the amount of Fifteen Hundred Dollars (\$1,500.00) 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 (\$750.00) per residential lot in the approved R-1 zone 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 Owners' Property, including but not limited to public safety and other services. The Owners 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.

5.3. Payment of annexation fees: On or before the date of the publication of the ordinance annexing the Property into the City, the Owners will pay the required fee for each lot contained in the final plat. The Owners expressly agree that the City may withhold final plat approval or building permit issuance until such time as the required fees are paid.

5.4. Other fees: Additionally, the Owners 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), 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. The 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 Owners. 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 Eight Hundred Dollars (\$800.00).

#### ARTICLE VI. MISCELLANEOUS

6.1. Deannexation: The Owners agree that in the event the Owners fail 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 the Owners, or their assigns or successors-in-interest of such portions of the Owners' Property as the City in its sole discretion decides.

6.2. The Owners to hold the City harmless: The Owners further agree 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." The Owners further agree to pay the City's legal costs, including reasonable attorney fees, in the event this annexation is challenged in a court of law. Payment for the 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; Merger; Amendment: The Owners further agree this Agreement shall be recorded by the City at the Owners' expense. All promises and negotiations of the parties merge into this Agreement. The parties agree that this Agreement shall only be amended by a writing 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 pertain.

6.7. Compliance with applicable laws: The Owners agree to comply with all applicable laws.

6.8. Covenants run with land: The covenants herein contained to be performed by the Owners shall be binding upon the Owners and the Owners' heirs, assigns and successors-in-interest, and shall be deemed to be covenants running with the land.

6.9. Publication of ordinance: The parties agree that until the date of publication of the annexation ordinance, no final annexation of Owners' 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 the Owners' Property.

6.10. Promise of cooperation: Should circumstances change, operational difficulties arise, or misunderstandings develop, the parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring a claim, initiate other legal action, or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement.

IN WITNESS WHEREOF, the City of Coeur d'Alene has caused this Agreement to be executed by its Mayor and City Clerk and its corporate seal affixed hereto, and Dave and Yvonne Palmer have caused the same to be executed the day and year first above written.

**CITY OF COEUR D'ALENE**

**DAVE AND YVONNE PALMER**

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

By: \_\_\_\_\_  
Dave Palmer, Owner

By: \_\_\_\_\_  
Yvonne Palmer, Owner

**ATTEST:**

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



[illegible]

On this 19<sup>th</sup> day of February, 2019, before me, a Notary Public, personally appeared **Steve Widmyer** and **Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

Notary Public for Idaho  
Residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

STATE OF IDAHO )  
                             ) ss.  
County of Kootenai )

On this \_\_\_\_\_ day of February, 2019, before me, a Notary Public, personally appeared **Dave and Yvonne Palmer** as owner 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

Property Description  
Parcel 1  
( Deed of Gift, Instrument No. 1596364, after survey & road right of way)  
Kootenai County Idaho  
December 14, 2018

A parcel of land being parcel No. 1600 as surveyed in Record of Survey recorded in Book 30 at Page 307, records of Kootenai County Idaho, lying North of the North right of way line of Fernan Hill Road, lying situated in Section 17 Township 50 North Range 3 West Boise Meridian, more particularly described as follows, to-wit:

**COMMENCING** at a Al. cap 3.5 inch diameter as shown on CP&F form recorded under Instrument No. 638698000 marking the West  $\frac{1}{4}$  Corner of said Section 17 Township 50 North Range 3 West;

thence South  $88^{\circ}47'08''$  East ( shown of record to be South  $89^{\circ}31'$  East—2477.08 feet) 2475.08 feet to a pipe 1 inch diameter, being the **TRUE POINT OF BEGINNING**;

thence North, Easterly, Southerly, Westerly & Northerly around said parcel No. 1600 as follows:

North  $0^{\circ}57'51''$  East (shown of record to be 91.40 feet) 91.48 feet to a iron rod  $\frac{3}{4}$  inch diameter,

North  $87^{\circ}22'29''$  East (shown of record to be 34.0 feet) 33.51 feet to a pipe 1 inch diameter,

North  $62^{\circ}45'49''$  East (shown of record to be 339.60 feet) 339.85 feet to a pipe 1 inch diameter,

South  $4^{\circ}09'16''$  East (shown of record to be 349.0 feet) 349.28 feet to a point in the North right of way line of said Fernan Hill Road, being a pipe 1 inch diameter;

Along a non-tangent 2051.0 foot radius curve right, (shown of record to be South  $74^{\circ}55'$  West—193.89 feet) (the long chord of which bears South  $77^{\circ}28'47''$  West—234.48 feet) an arc length of 234.60 feet to a rebar  $\frac{1}{2}$  inch diameter,

South  $79^{\circ}33'38''$  West (shown of record to be 183.10 feet) 139.30 feet to a pipe 1 inch diameter;

North  $1^{\circ}06'36''$  East (shown of record to be 177.7 feet) 175.93 feet to the **TRUE POINT OF BEGINNING**.

The area of the above described parcel contains 2.48 acres more or less and is subject to all easements of record or view as of this date.

**AND ALSO** a parcel of land being the right of way of Fernan Hill Road lying between the above described parcel and the Northerly line of Block 1 SHAHAB ADD., recorded in Book G at Page 19 records of Kootenai County Idaho, more particularly described as follows:

**BEGINNING** at a pipe 1 inch diameter on the Northerly right of way line of said Fernan Hill Road, marking the Southeast corner of the above described parcel;

thence South  $34^{\circ}49'52''$  West 97.68 feet to the Northeast corner of said Lot 3 Block 1 SHAHAB ADD. Being a point on the existing boundary line of City of Cd'A & a rebar  $\frac{5}{8}$  inch diameter;

## EXHIBIT A

Property Description  
Parcel 1  
(Deed of Gift, Instrument No. 1596364, after survey & road right of way)  
Kootenai County Idaho  
December 14, 2018

thence South 77°47'38" West along the Northerly line of said Block 1 SHAHAB ADD. And the existing boundary line of the City of Cd'A 356.33 feet to a point in the Northerly line of Lot 1 Block 1 SHAHAB ADD. Being a rebar 5/8 inch diameter;

thence North 25°39'52" East 88.14 feet to the Southwest corner of the above described parcel being a point on the Northerly right of way line of said Fernan Hill Road & a pipe 1 inch diameter;

thence Easterly along the Northerly right of way line as follows:

North 79°33'38" East 139.30 feet to a rebar ½ inch diameter,

Along a non tangent 2051.00 foot radius curve left (the long chord of which bears North 77°28'47" East—234.48 feet) an arc length of 234.60 feet to the **TRUE PLACE OF BEGINNING**.

**EXCEPT** any portion of Lot 3, PHIPPENS ADDITION according to the Plat recorded in Book F at Page 176, records of Kootenai County Idaho.

The area of the above described right of way is 0.55 acres more or less.

The Basis of Bearing of the above described parcel is from Record of Survey, recorded in Book 30 at Page 307 records of Kootenai County Idaho.

The above Property Description was written by  
Gale R. Dahlman PLS No. 772 in Idaho  
December 14, 2018



# SECTION 17 T 50 N R 3 W B.M.

CITY OF COEUR D'ALENE

ORDINANCE No. \_\_\_\_\_

## RECORD OF SURVEY

## KOOTENAI COUNTY IDAHO

### LEGEND

#### CORNERS FOUND

- PIPE 1 INCH DIAMETER
- REBAR 5/8 INCH DIAMETER
- ROD 5/4 INCH DIAMETER
- CORNER SET REBAR 1/2 INCH DIAMETER WITH ID CAP
- CALCULATED POINT, NOTHING FOUND OR SET
- GOVT. CORNERS FOUND AS SHOWN

R = RECORD No.

— EXISTING CITY BOUNDARY LINE  
— PROPOSED CITY BOUNDARY LINE

BASIS OF BEARINGS IS FROM THE W 1/4 CORNER TO PC PIPE, FROM GPS OBSERVATIONS SOUTH 88°47'00" EAST

50 25 0 25 100

SCALE: 1" = 50'

NOTE

THE SURVEY SHOWN HERE DOES NOT ATTEMPT TO SHOW ALL PHYSICAL FEATURES, EASEMENTS OF RECORD OR VIEW AS OF THIS DATE

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT

REFERENCES IN KOOTENAI COUNTY:

R-1 PLAT, HOLM ADDITION, RECORDED IN BOOK J AT PAGE 108  
R-2 DEED OF GIFT, RECORDED INSTRUMENT No. 1595364  
R-3 PLAT, SHAHAB ADDITION, RECORDED IN BOOK G AT PAGE 19

I, DALE R. DASHMAN, REGISTERED PROFESSIONAL LAND SURVEYOR IN AND FOR THE STATE OF IDAHO, DO HEREBY CERTIFY THAT I PREPARED THE SURVEY SHOWN ON THIS MAP

STATE OF IDAHO  
COUNTY OF KOOTENAI:

RECORDED AT REQUEST OF DALE DASHMAN FOR DAVID PALMER

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT \_\_\_\_\_

RECORDED IN BOOK \_\_\_\_\_, PAGE \_\_\_\_\_

INSTRUMENT No. \_\_\_\_\_

COUNTY RECORDER: \_\_\_\_\_

Exhibit A

LAND SURVEYOR  
DALE R. DASHMAN  
P.O. BOX 474  
HAYDEN ID 83635

(208) 772-6995  
(208) 861-3255

ddash@coeur.com

12-12-18  
SEC 17 PALMER GROUND PCS

FOUND AL CAP 3 INCH DIAMETER FOR  
QUARTER CORNER CP&F INSTRUMENT  
No. 678042, 1326480 & 1912681

HOLM ADD  
BOOK J AT PAGE 128  
LOT 2 BLOCK 1

PROPOSED CITY BOUNDARY LINE

PARCEL 1  
2.48 ACRES +/-

ANNEXATION AREA  
PARCEL 1 & ROAD RW

DEED LINES, REFER TO R-2

ROAD RIGHT OF WAY  
0.58 ACRES +/-

SHAHAB ADD.  
BLOCK 1  
BOOK G AT PAGE 19

EXISTING CITY BOUNDARY LINE

SURVEYORS NOTE

THE PURPOSE OF THIS SURVEY WAS TO LOCATE OR SET THE PROPERTY CORNERS IN PARCELS 1600 LOCATED IN SECTION 17 AND SHOW THE FERNAN HILL ROAD RIGHT OF WAY NORTH OF LOTS 2 & 3 BLOCK 1 SHAHAB ADD. 600 A RECORD OF SURVEY FOR RECORDING. THERE ARE BOWTIE FENCE LINES AROUND THE NORTH, WEST AND SOUTH LINES OF PARCEL 1600.

A-2-18

FOUND AL CAP 3.5 INCH DIAMETER  
FOR W 1/4 SECTION 17 CP&F INSTRUMENT  
No. 678041, 1190008, 1221875 & 2405695000

PROPERTY LINE				
Id	Delta	Radius	Chord	Ch Bear
CL	N 81°22'22" E	33.21'		

CENTERLINE ROAD				
Id	Delta	Radius	Arc Length	Chord
CL	S 78°52'00" E	2083.00'	234.41'	234.26'
CL	N 78°43'00" E	2083.00'	37.78'	37.77'

PROPERTY LINE				
Id	Delta	Radius	Arc Length	Chord
CL	S 77°47'30" W	2051.00'	324.50'	324.48'
CL	N 77°24'47" E			

SURVEYORS NOTE CITY OF COEUR D'ALENE BOUNDARY LINES:

ACCORDING TO THE CITY OF COEUR D'ALENE RECORDS THE EASTERLY BOUNDARY LINE SOUTH SIDE OF FERNAN HILL ROAD IS THE EAST LINE OF LOT 3 BLOCK 1 SHAHAB ADD. RECORDED IN BOOK D AT PAGE 019. THE CITY BOUNDARY CROSSES THE FERNAN HILL ROAD AT SAID LOT 3 TO THE SOUTH LINE OF SAID PARCEL No. 1600 IN SAID SECTION 17. ON THE NORTH SIDE OF FERNAN HILL ROAD THE EAST BOUNDARY LINE IS THE WEST LINE OF LOT 3 HOLM ADD. RECORDED IN BOOK J AT PAGE 128. WHICH IS THE EAST LINE OF LOT 3 ALBERT HOLM ESTATES 1 ST ADD. BOOK F AT PAGE 277. ALL PLATS RECORDED IN KOOTENAI COUNTY IDAHO.

Resolution No. 19-007  
A RETRACEMENT SURVEY OF PARCEL 1600 FOR DAVID PALMER

## **EXHIBIT "B"**

### **COEUR D'ALENE CITY COUNCIL FINDINGS AND ORDER**

#### **A. INTRODUCTION**

This matter having come before the City Council on February 5, 2019 and there being present a person requesting approval of ITEM A-2-18, a request for zoning prior to annexation from County Rural and Ag-Suburban to City R-1.

APPLICANT: DAVE AND YVONNE PALMER

LOCATION: +/- 2.50 ACRE PARCEL LOCATED ON THE NORTH SIDE OF FERNAN HILL ROAD.

#### **B. FINDINGS: JUSTIFICATION FOR THE DECISION/CRITERIA, STANDARDS AND FACTS RELIED UPON (The City Council may adopt Items B1 to B7.)**

- B1. That the existing land uses are single family
- B2. That the Comprehensive Plan Map designation is Fernan Hill Bench-Urban Reserve.
- B3. That the zoning is County Rural and Ag-Suburban.
- B4. That the notice of public hearing was published on January 19, 2019, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was not required to be posted, which fulfills the proper legal requirement.
- B6. That notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property.
- B7. That public testimony was heard on February 5, 2019.

B8. That this proposal is in conformance with the Comprehensive Plan policies as follows:

- Objective 1.05 -Vistas:  
Protect the key vistas and view corridors of the hillsides and waterfronts that make Coeur d'Alene unique.
- Objective 1.06 -Vistas:  
Enforce minimal tree removal, substantial tree replacement, and suppress topping trees for new and existing development.
- Objective 1.13 –Open Space:  
Encourage all participants to make open space a priority with every development and annexation.
- Objective 1.14 -Efficiency:  
Promote the efficient use of existing infrastructure, thereby reducing impacts to undeveloped areas.
- Objective 3.02 –Managed Growth:  
Coordinate planning efforts with our neighboring cities and Kootenai County, emphasizing connectivity and open spaces.
- Objective 3.04 -Neighborhoods:  
Encourage the formation of active neighborhood associations and advocate their participation in the public process.
- Objective 3.05 - Neighborhoods:  
Protect and preserve existing neighborhoods from incompatible land uses and developments.
- Objective 3.07 –Neighborhoods:  
Emphasize a pedestrian orientation when planning neighborhood preservation and revitalization.
- Objective 3.08 -Housing:  
Design new housing areas to meet the city's need for quality neighborhoods for all income and family status categories.
- Objective 3.16 - Capital Improvements:  
Ensure infrastructure and essential services are available prior to approval for properties seeking development.
- Objective 4.01 - City Services:  
Make decisions based on the needs and desires of the citizenry.
- Objective 4.02 - City Services:  
Provide quality services to all of our residents (potable water, sewer and stormwater systems, street maintenance, fire and police protection, street lights, recreation, recycling, and trash collection).
- Objective 4.06 - Public Participation:  
Strive for community involvement that is broad-based and inclusive, encouraging public participation in the decision- making process.



- B9. That public facilities and utilities are available and adequate for the proposed use. This is based on that sewer and water capacity is adequate and other services are available.
- B10. That the physical characteristics of the site do make it suitable for the request at this time because there are some slopes, there is adequate street frontage and 2.50 acres to find a suitable site that shouldn't be any challenges.
- B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, or existing land uses because the R-1 development would be comparable to the surrounding developments.

**C. ORDER: CONCLUSION AND DECISION**

The City Council, pursuant to the aforementioned, finds that the request of Dave and Yvonne Palmer for zoning prior to annexation as described in the application should be approved.

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

- Any future changes to the lot configuration, shall be required to meet all Subdivision Standards.

Motion by McEvers, seconded by Gookin, 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 English	Voted Yes
Council Member Miller	Voted Yes

Motion to approve carried by a 6 to 0 vote.



MAYOR STEVE WIDMYER

ORDINANCE NO. \_\_\_\_\_  
COUNCIL BILL NO. 19-1002

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 17, TOWNSHIP 50, NORTH, RANGE 3 WEST, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

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

NOW, THEREFORE,

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

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

**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 February 19, 2019.*

APPROVED by the Mayor this 19<sup>th</sup> day of February, 2019.

---

Steve Widmyer, Mayor

ATTEST:

---

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_

Tax # 4952, E. Fernan Hill Rd.

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 17, TOWNSHIP 50, NORTH, RANGE 3 WEST, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. \_\_\_\_\_ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

---

Renata McLeod, City Clerk

### **STATEMENT OF LEGAL ADVISOR**

I, Randall R. Adams, am a Chief Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. \_\_\_\_\_, A-2-18 Annexation of Tax # 4952, E. Fernan Hill Rd., 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 19<sup>th</sup> day of February, 2019.

---

Randall R. Adams, Chief Deputy City Attorney

## EXHIBIT A

Property Description  
Parcel 1  
( Deed of Gift, Instrument No. 1596364, after survey & road right of way)  
Kootenai County Idaho  
December 14, 2018

A parcel of land being parcel No. 1600 as surveyed in Record of Survey recorded in Book 30 at Page 307, records of Kootenai County Idaho, lying North of the North right of way line of Fernan Hill Road, lying situated in Section 17 Township 50 North Range 3 West Boise Meridian, more particularly described as follows, to-wit:

**COMMENCING** at a Al. cap 3.5 inch diameter as shown on CP&F form recorded under Instrument No. 638698000 marking the West  $\frac{1}{4}$  Corner of said Section 17 Township 50 North Range 3 West;

thence South  $88^{\circ}47'08''$  East ( shown of record to be South  $89^{\circ}31'$  East—2477.08 feet) 2475.08 feet to a pipe 1 inch diameter, being the **TRUE POINT OF BEGINNING**;

thence North, Easterly, Southerly, Westerly & Northerly around said parcel No. 1600 as follows:

North  $0^{\circ}57'51''$  East (shown of record to be 91.40 feet) 91.48 feet to a iron rod  $\frac{3}{4}$  inch diameter,

North  $87^{\circ}22'29''$  East (shown of record to be 34.0 feet) 33.51 feet to a pipe 1 inch diameter,

North  $62^{\circ}45'49''$  East (shown of record to be 339.60 feet) 339.85 feet to a pipe 1 inch diameter,

South  $4^{\circ}09'16''$  East (shown of record to be 349.0 feet) 349.28 feet to a point in the North right of way line of said Fernan Hill Road, being a pipe 1 inch diameter;

Along a non-tangent 2051.0 foot radius curve right, (shown of record to be South  $74^{\circ}55'$  West—193.89 feet) (the long chord of which bears South  $77^{\circ}28'47''$  West—234.48 feet) an arc length of 234.60 feet to a rebar  $\frac{1}{2}$  inch diameter,

South  $79^{\circ}33'38''$  West (shown of record to be 183.10 feet) 139.30 feet to a pipe 1 inch diameter;

North  $1^{\circ}06'36''$  East (shown of record to be 177.7 feet) 175.93 feet to the **TRUE POINT OF BEGINNING**.

The area of the above described parcel contains 2.48 acres more or less and is subject to all easements of record or view as of this date.

**AND ALSO** a parcel of land being the right of way of Fernan Hill Road lying between the above described parcel and the Northerly line of Block 1 SHAHAB ADD., recorded in Book G at Page 19 records of Kootenai County Idaho, more particularly described as follows:

**BEGINNING** at a pipe 1 inch diameter on the Northerly right of way line of said Fernan Hill Road, marking the Southeast corner of the above described parcel;

thence South  $34^{\circ}49'52''$  West 97.68 feet to the Northeast corner of said Lot 3 Block 1 SHAHAB ADD. Being a point on the existing boundary line of City of Cd'A & a rebar  $\frac{5}{8}$  inch diameter;



## EXHIBIT A

Property Description  
Parcel 1  
(Deed of Gift, Instrument No. 1596364, after survey & road right of way)  
Kootenai County Idaho  
December 14, 2018

thence South 77°47'38" West along the Northerly line of said Block 1 SHAHAB ADD. And the existing boundary line of the City of Cd'A 356.33 feet to a point in the Northerly line of Lot 1 Block 1 SHAHAB ADD. Being a rebar 5/8 inch diameter;

thence North 25°39'52" East 88.14 feet to the Southwest corner of the above described parcel being a point on the Northerly right of way line of said Fernan Hill Road & a pipe 1 inch diameter;

thence Easterly along the Northerly right of way line as follows:

North 79°33'38" East 139.30 feet to a rebar ½ inch diameter,

Along a non tangent 2051.00 foot radius curve left (the long chord of which bears North 77°28'47" East—234.48 feet) an arc length of 234.60 feet to the **TRUE PLACE OF BEGINNING**.

**EXCEPT** any portion of Lot 3, PHIPPENS ADDITION according to the Plat recorded in Book F at Page 176, records of Kootenai County Idaho.

The area of the above described right of way is 0.55 acres more or less.

The Basis of Bearing of the above described parcel is from Record of Survey, recorded in Book 30 at Page 307 records of Kootenai County Idaho.

The above Property Description was written by  
Gale R. Dahlman PLS No. 772 in Idaho  
December 14, 2018



# SECTION 17 T 50 N R 3 W B.M.

CITY OF COEUR D'ALENE

ORDINANCE No. \_\_\_\_\_

## RECORD OF SURVEY

## KOOTENAI COUNTY IDAHO

### LEGEND

#### CORNERS FOUND

- PIPE 1 INCH DIAMETER
- REBAR 5/8 INCH DIAMETER
- ROD 5/4 INCH DIAMETER
- CORNER SET REBAR 1/2 INCH DIAMETER WITH ID CAP
- CALCULATED POINT, NOTHING FOUND OR SET
- GOVT CORNERS FOUND AS SHOWN

R = RECORD No.

— EXISTING CITY BOUNDARY LINE  
— PROPOSED CITY BOUNDARY LINE

BASIS OF BEARINGS IS FROM THE W 1/4 CORNER TO PC PIPE, FROM GPS OBSERVATIONS SOUTH 88°47'00" EAST



SCALE: 1" = 50'

NOTE

THE SURVEY SHOWN HERE DOES NOT ATTEMPT TO SHOW ALL PHYSICAL FEATURES, EASEMENTS OF RECORD OR VIEW AS OF THIS DATE

THIS SURVEY WAS PREPARED WITH OUT THE BENEFIT OF A TITLE REPORT

REFERENCES IN KOOTENAI COUNTY:

R-1 PLAT, HOLM ADDITION, RECORDED IN BOOK J AT PAGE 108  
R-2 DEED OF GIFT, RECORDED INSTRUMENT No. 159584  
R-3 PLAT, SHAHAB ADDITION, RECORDED IN BOOK G AT PAGE 19

I, DALE R. DASHMAN, REGISTERED PROFESSIONAL LAND SURVEYOR IN AND FOR THE STATE OF IDAHO, DO HEREBY CERTIFY THAT I PREPARED THE SURVEY SHOWN ON THIS MAP

STATE OF IDAHO  
COUNTY OF KOOTENAI:

RECORDED AT REQUEST OF DALE DASHMAN FOR DAVID PALMER

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT \_\_\_\_\_

RECORDED IN BOOK \_\_\_\_\_, PAGE \_\_\_\_\_

INSTRUMENT No. \_\_\_\_\_

COUNTY RECORDER: \_\_\_\_\_

Exhibit A

LAND SURVEYOR  
DALE R. DASHMAN  
P.O. BOX 474  
HAYDEN ID 83635

(208) 772-6995  
(208) 861-3255  
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12-12-18  
SEC 17 PALMER GROUND PCS

FOUND AL CAP 3 INCH DIAMETER FOR  
QUARTER CORNER CP&F INSTRUMENT  
No. 678042, 1326480 & 1912681

HOLM ADD  
BOOK J AT PAGE 108  
LOT 2 BLOCK 1

PROPOSED CITY BOUNDARY LINE

PARCEL 1  
2.48 ACRES +/-

ANNEXATION AREA  
PARCEL 1 & ROAD RW

DEED LINES, REFER TO R-2

ROAD RIGHT OF WAY  
0.58 ACRES +/-

SHAHAB ADD.  
BLOCK 1  
BOOK G AT PAGE 19

EXISTING CITY BOUNDARY LINE

SURVEYORS NOTE

THE PURPOSE OF THIS SURVEY WAS TO LOCATE OR SET THE PROPERTY CORNERS IN PARCELS 1600 LOCATED IN SECTION 17 AND SHOW THE FERNAN HILL ROAD RIGHT OF WAY NORTH OF LOTS 2 & 3 BLOCK 1 SHAHAB ADD. 600 A RECORD OF SURVEY FOR RECORDING. THERE ARE BOWTIE FENCE LINES AROUND THE NORTH, WEST AND SOUTH LINES OF PARCEL 1600.

FOUND AL CAP 3.5 INCH DIAMETER  
FOR W 1/4 SECTION 17 CP&F INSTRUMENT  
No. 678041, 1190008, 1221875 & 2405695000

PROPERTY LINE				
Id	Delta	Radius	Chord	Ch Bear
1	N 81°22'22" E	33.31'		

CENTERLINE ROAD				
Id	Delta	Radius	Arc Length	Chord
1	6°28'52"	2083.00'	234.41'	234.26'
2	1°32'21"	2083.00'	37.78'	37.77'

PROPERTY LINE				
Id	Delta	Radius	Arc Length	Chord
1	8°33'14"	2051.00'	324.50'	324.48'

SURVEYORS NOTE CITY OF COA EASTERLY BOUNDARY LINES.

ACCORDING TO THE CITY OF COA RECORDED THE EASTERLY BOUNDARY LINE SOUTH SIDE OF FERNAN HILL ROAD IS THE EAST LINE OF LOT 3 BLOCK 1 SHAHAB ADD. RECORDED IN BOOK D AT PAGE 019. THE CITY BOUNDARY CROSSES THE FERNAN HILL ROAD AT SAID LOT 3 TO THE SOUTH LINE OF SAID PARCEL No. 1600 IN SAID SECTION 17. ON THE NORTH SIDE OF FERNAN HILL ROAD THE EAST BOUNDARY LINE IS THE WEST LINE OF LOT 3 HOLM ADD. RECORDED IN BOOK J AT PAGE 128. WHICH IS THE EAST LINE OF LOT 3 ALBERT HOLM ESTATES 1 ST ADD. BOOK F AT PAGE 277. ALL PLATS RECORDED IN KOOTENAI COUNTY IDAHO.

CB 19-1002

A RETRACEMENT SURVEY OF PARCEL 1600 FOR DAVID PALMER

A-2-18

**CITY COUNCIL  
STAFF REPORT**

**DATE: FEBRUARY 19, 2019**  
**FROM: HILARY ANDERSON, COMMUNITY PLANNING DIRECTOR**  
**RE: DRAFT MIDTOWN PARKING PLAN & RESOLUTION FOR  
COUNCIL CONSIDERATION**

=====

**DECISION POINT:**

Should City Council direct staff to continue working on the Midtown Parking Plan, including a Pilot Project for a Midtown Resident-Only Parking Permit Program and designating a Loading Zone on the east side of 4<sup>th</sup> Street between Roosevelt and Montana Avenues, taking into consideration any amendments made at the Council meeting.

**HISTORY:**

Rich & Associates Parking Consultants were hired to evaluate parking in Midtown and prepare a Parking Analysis for ignite cda and the City of Coeur d'Alene. The study was conducted to analyze the parking needs unique to Midtown and identify the dynamics that have created those needs. The study provided recommendations for the current parking situation and suggestions to prepare the Midtown district for future parking needs. The analysis was intended to provide a "tool box" of recommendations for future changes regarding parking.

The Study Area included the 9 blocks along 4<sup>th</sup> Street (Foster to Harrison). The parking evaluation looked at the full study area and core area. The consultants evaluated parking supply, parking utilization, and current and future parking demand. Field Work was conducted June 13-14, 2018, looking at inventory, turnover and occupancy analysis. The final report was dated September 2018.

**Findings:**

- Parking Supply: 948 spaces {332 public (35%) & 616 private (65%)}
- Highest parking utilization = 4<sup>th</sup> St. from Montana Ave. to E. Reid Ave.
- Peak Occupancy = 11am-1pm
- Overall Daytime Surplus = 435 spaces
- Overall Daytime Surplus (Core) = 88 spaces
- Peak Nighttime Occupancy = 5pm (26%)

**Public meetings:**

- The initial public meeting was held on June 12, 2018, at the Midtown Center to gather input from residents, businesses, and property owners in Midtown (Midtown stakeholders). The meeting was facilitated by Annaka Norris of Rich & Associates.
- A second public meeting was held on November 5, 2018, at the Coeur d'Alene Library in the Community Room to summarize the Midtown Parking Study Final Report

(September 2018) by Rich & Associates and receive feedback from Midtown stakeholders. The meeting was facilitated by Mayor Steve Widmyer.

Presentations were made to the City Council on November 6, 2018, and ignite cda on November 21, 2018. The City Council gave direction to staff on November 6, 2018, to proceed with a parking plan for Midtown that included the following 10 action items:

1. Improve Existing Public Parking Lots
2. Work with ignite cda to Create More Public Parking in the Reid-Boise Corridor
3. Improve Signage Directing Cars to Public Parking
4. Improve Lighting in Alley Leading to Public Parking
5. Create Residential Parking Zones and Enforcement
6. Encourage Shared-use Parking in Private Lots
7. Create a Loading Zone for Deliveries
8. Marketing of Parking Lots
9. Identify Future Public Parking Lots
10. Work to Get Public/Private Parking to a 50-50 Ratio

Following Council direction, a multidisciplinary team of staff members from Administration, Planning, Streets & Engineering, Municipal Services, and Police have been conducting research related to code language in other communities for loading zones, enforcement of loading zones and potential options to enforce the recommended resident-only parking program in Midtown, meeting with restaurant owners, and refining the list of items to be addressed in the Midtown Parking Plan. What follows are the suggested refinements to the recommended solutions, including what progress has already been made and future steps. These can be found in the attached PowerPoint Presentation.

#### **REQUEST:**

Staff is presenting a Draft Midtown Parking Plan for City Council consideration. The plan addresses recommendations for the ten action items, and includes a status update for current efforts and future phases. Staff is asking the City Council to direct staff to continue working on the Midtown Parking Plan, including a Pilot Project for a Midtown Resident-Only Parking Permit Program and designating a Loading Zone on the east side of 4<sup>th</sup> Street between Roosevelt and Montana Avenues, and to provide any suggested changes.

#### **FINANCIAL ANALYSIS:**

Implementing the Midtown Parking Plan will have some inherent costs associated with the two public parking lots, public safety improvements, signage, and enforcement of the Resident-Only Parking Permit Pilot Project.

#### Parking Lot Lighting:

The cost to light up the 4<sup>th</sup> Street Public Parking Lot is \$7,000. That includes the cost of the transformer. The cost to add additional lights to the 3<sup>rd</sup> Street Parking lot is still unknown at this time. The City's Streets & Engineering Department will be working with Avista to extend power to the 3<sup>rd</sup> Street lot and will be repurposing light poles that are in storage to light up the 4<sup>th</sup> Street lot. The City is seeking assistance from ignite cda to purchase two additional lights for the 3<sup>rd</sup> Street Public Parking Lot that will match the two lights along the northern edge of the property.

#### Parking Lot Improvements:

The cost of improvements to the two public parking lots has not yet been determined. Staff is waiting to see if the land acquisition moves forward and also until ignite cda makes a decision on the development proposals for their properties on 4<sup>th</sup> Street. These variables will affect the design, layout, and necessary improvements.

#### Signage:

There will be a cost associated with signage in Midtown. Signs typically cost \$100-150 per sign if made by the Streets & Engineering Department. Two signs have already been made and installed at the entrances of the two public parking lots. At least two signs will be needed for the Loading Zone to indicate the beginning and end of the designated loading zone. Resident-Only Parking Signage will be needed in designated areas.

#### RRFBs:

The City can purchase a pair of RRFBs for \$7,000-8,000. If RRFBs are purchased for the two intersections, the total cost would be approximately \$16,000. Staff is seeking assistance from ignite cda to purchase the RRFBs. City staff would install the beacons at the two intersections, which would be an additional cost savings.

#### Resident-Only Parking Permit Pilot Program:

The proposed Resident-Only Parking Permit program was evaluated under a few scenarios for enforcement. Diamond Parking was not an effective option since they do not patrol after 5pm and the Midtown area has activity day and night. Northern Security was contacted about enforcement since they provide enforcement to the City's parks and have ticketing authority. It was determined that contracting with them for such a small area would not be cost effective as it would result in a net loss even with the cost of parking permits and violations. It was therefore determined that enforcement and ticketing would be done by the City's Police Department. While this would be a cost savings over contracting for the service, the enforcement of parking violations by the Police Department would be prioritized based on calls for service and public safety needs.

#### **PERFORMANCE ANALYSIS:**

As noted above, a multidisciplinary team of staff members from Administration, Planning, Streets & Engineering, Municipal Services, and Police have been conducting research related to code language in other communities for loading zones, enforcement of loading zones and potential options to enforce the recommended resident-only parking program in Midtown, meeting with restaurant owners, and refining the list of items to be addressed in the Midtown Parking Plan.

In addition to the current status of each of the items and future phases, staff is committed to implementing the Parking Plan for Midtown. The next steps in the Parking Plan are outlined below.

- ignite cda meeting on 2/20/19:  
*Presentations on the Midtown Development Proposals*
- ignite cda decision on Midtown Development proposals (TBD)
- Acquire additional property to expand 3<sup>rd</sup> Street Public Parking Lot
- Schedule a meeting with Midtown Stakeholders (March)
- Meet with the Lutheran Church to discuss shared parking opportunity
- Install Lights in 3<sup>rd</sup> Street and 4<sup>th</sup> Street Public Parking Lots

- ***By the end of March:***  
Implement Resident-Only Parking Pilot Proposal and Loading Zone

Staff has met with the owners of Bluebird and White Pine Coffee House, Ten/6, and Capone's and is actively working to schedule meetings with the owners of Midtown Pub and Angelo's to discuss the parking plan, including commercial loading/unloading. The restaurant owners have been very supportive of the parking plan, especially the proposed improvements to and lighting of the two public parking lots and designating a loading zone on the east side of 4<sup>th</sup> Street between Roosevelt and Montana Avenues. They believe improving and lighting the parking lots and designating a loading zone will significantly decrease impacts on surrounding residents. They have all expressed concern with the proposed Resident-Only Permit Parking citing that only a few residents have complained about patron parking, that all but one or two of the houses within the proposed permit area have off-street parking, and that they question how many will purchase a permit. They also stated that the vehicles of Midtown patrons could be pushed further into the neighborhoods as a result of such a permit program.

A draft of a Resolution for the Resident-Only Permit Parking zone is attached. Staff is seeking input from Council regarding this Resolution and proposes to bring the Resolution back to the City Council at a future meeting in order to implement the pilot project by the end of March 2019. Staff will also begin working on Code language in order to implement the designated Loading Zone by the end of March 2019.

Discussions are underway to acquire a strip of land south of the public parking lot on 3<sup>rd</sup> Street to expand the lot and increase the amount of public parking in Midtown. If the property acquisition moves forward, the parking lot could be redesigned to be more efficient. The acquisition and redesign could result in at least 6 additional parking stalls.

Staff is proposing a designated Loading Zone on the east side of 4<sup>th</sup> Street between Roosevelt and Montana Avenues that could accommodate commercial delivery vehicles. The loading zone would be within the east travel lane and would provide a designated area for delivery trucks so that they do not impact businesses and residents on Montana Avenue. Staff will begin drafting code language, establish designated hours for deliveries (staff is proposing 7:30am-10:30 or 11:00 am), install signage, and implement new loading zone rules, if the Council supports this effort.

In addition to the ten action items, staff has identified additional recommendations to be accomplished in conjunction with the parking plan. These include:

- Install RRFBs at 4<sup>th</sup>/Roosevelt and 4<sup>th</sup>/Montana crosswalks in partnership with ignite.
- Consider installing additional speed limit signs on 4<sup>th</sup> Street.
- Encourage Midtown stakeholders to form an Association.
  - *Goal: improve communications, promote events and businesses, inform the public about where to park in Midtown, and better promote the district and surrounding residential areas.*
- Consider having the Public Parking Signs lit for better visibility.
- Remove the hours (11pm-6am) from ignite cda's parking signs to allow cars to park until the restaurants and bars close. Overnight parking will still be prohibited.
- Suggest that the Lutheran Church install parking lot signage.



The first item on the above list is to install RRFBs at 4<sup>th</sup>/Roosevelt and 4<sup>th</sup>/Montana crosswalks. Staff would partner with ignite cda to purchase and install the RRFBs. The owners of Capone's and Midtown Pub have been asking the City to install RRFBs (Rectangular Rapid Flashing Beacons – pedestrian-activated beacons) at the intersections of 4<sup>th</sup>/Roosevelt adjacent to Capone's and 4<sup>th</sup>/Montana adjacent to Midtown Pub for several years. Staff believes installing RRFBs at both locations will be a benefit to pedestrian safety and will complement the City and ignite's efforts to improve the parking in Midtown.

**DECISION POINT/RECOMMENDATION:**

The City Council should direct staff to continue working on the Midtown Parking Plan, including a Pilot Project for a Midtown Resident-Only Parking Permit Program and designating a Loading Zone on the east side of 4<sup>th</sup> Street between Roosevelt and Montana Avenues, taking into consideration any amendments made at the Council meeting.

Attachments:

- Draft Resolution – Resident-Only Parking Permit Pilot Project
- Map Exhibit to the Resolution
- PowerPoint Presentation

RESOLUTION NO. 19-\_\_\_\_\_

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ESTABLISHING A MIDTOWN PILOT PROJECT TO ESTABLISH CERTAIN PERMITTED RESIDENTIAL PARKING ONLY AREAS.

WHEREAS, the City of Coeur d'Alene is authorized by law to establish certain parking standards throughout the City in accordance with Municipal Code Chapter 10.20; and

WHEREAS, the City Council has determined that there are parking conflicts between commercial and residential uses within the Midtown area; and

WHEREAS, the City of Coeur d'Alene desires to implement a pilot residential permit parking area while it works to enhance other commercial parking opportunities; and

WHEREAS, the City of Coeur d'Alene recognizes the changing dynamics in the Midtown area and that there are several development proposals which may take place within the next twelve months; and

WHEREAS, the City of Coeur d'Alene is authorized by law to establish certain reasonable fees for services provided by the City or administrative costs incurred that do not exceed, the actual cost of the services rendered by the City; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that the following pilot project be implemented;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council that the following pilot program be implemented for a period not to exceed 12 months from the passage of this Resolution.

**MIDTOWN RESIDENTIAL PARKING PERMIT PROGRAM**

Description of parking program boundaries: For the purposes of this project, the area of the pilot project shall be: E. Montana Avenue east of the alley between N. 4th and N. 5th Streets; E. Reid Avenue between N. 4th and N. 5th Streets on the south side of the street east of the Midtown Lofts; E. Roosevelt Avenue between N. 3rd and N. 4th Streets west of the alley on the south side of the street; with the exception of the required 30-foot setback from intersections and 10-foot setback from alleys, as depicted in Exhibit A, attached hereto. This area shall be known as, and may be described as, "Midtown Residential Parking Permit Zone."

Program Outline: A Midtown Residential Parking Permit Program is available to residential use property owners within the Midtown Residential Parking Permit Zone as noted above. To ensure the cost associated with the program is fairly distributed, there must be 66% of the property owners participating in the program, but seeking

permits from the City as follows. The property owner must provide proof of property ownership and a copy of their vehicle registration to the City Clerk, or her designee, to be eligible for issuance of one permit in the form of a decal at a cost of \$30.00 per permit. The decal must be placed on the lower left rear window (driver's side) of the vehicle. It is acceptable for applicants with convertible vehicles, and/or vehicles with windows tinted in a shade in which the decal does not show through, to place the decal in the front driver's side window, as long as the decal does not block the driver's view. The resident parking permit does not provide an exemption from any parking regulations within the City of Coeur d'Alene. Additionally, issuance of a permit shall not guarantee or reserve to the holder thereof an on street parking space within the designated residential permit parking area.

A parking violation notice may be issued to the owner of a vehicle parked in the Midtown Residential Parking Permit Zone, except for the following vehicles:

1. A vehicle displaying a resident's decal affixed to the lower left rear window (driver's side) of the vehicle.
2. An emergency vehicle, including, but not limited to, an ambulance, fire engine, or police vehicle.
3. A clearly marked vehicle which is under the control of a person providing a service to persons or property located in the designated residential permit only area, including, but not limited to, a delivery vehicle.
4. A vehicle parked on one of the holidays specifically designated herein.

A permit shall be required to park in the Midtown Residential Parking Permit Zone Monday through Sunday, except the following: Veterans Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Day, Martin Luther King Jr./Idaho Human Rights Day, Presidents' Day, Memorial Day, Independence Day, Labor Day and Columbus Day.

The Police Department will enforce these regulations in accordance with its policies and procedures.

The Midtown Residential Parking Permit Program shall expire twelve (12) months from the date this Resolution is approved, unless ended earlier by action of the City Council.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2019.

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Steve Widmyer, Mayor

ATTEST:

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Renata McLeod, City Clerk

Motion by \_\_\_\_\_, Seconded by \_\_\_\_\_, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER MCEVERS Voted \_\_\_\_\_

COUNCIL MEMBER MILLER Voted \_\_\_\_\_

COUNCIL MEMBER EVANS Voted \_\_\_\_\_

COUNCIL MEMBER ENGLISH Voted \_\_\_\_\_

COUNCIL MEMBER GOOKIN Voted \_\_\_\_\_

COUNCIL MEMBER EDINGER Voted \_\_\_\_\_

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.

## MIDTOWN RESIDENT-ONLY PERMIT PROGRAM PROPOSAL



\* Red indicates that a permit is required to park within the zone

### Designated Areas:

Montana: between 4<sup>th</sup> and 5<sup>th</sup> Streets, east of the alley only

Roosevelt: Between 3<sup>rd</sup> and 4<sup>th</sup> Streets, west of the alley only

Reid: Between 4<sup>th</sup> and 5<sup>th</sup> Streets, south side of the street only

**Note: Signed areas will start 30 feet back from intersections and 10 feet back from alleys, per Code.**



# DRAFT MIDTOWN PARKING PLAN

Presentation to City Council

February 19, 2019



## \* Study Area & Parking Plan Boundaries

- \* The Midtown Parking Study by Rich & Associates (September 2018) evaluated Harrison to Foster Avenues in between 3<sup>rd</sup> Street and east of 4<sup>th</sup> Street to the alley.
- \* The core area evaluated is from Boise Avenue to Reid Avenue, including Montana and Roosevelt Avenues.
- \* The Midtown Parking Plan addresses the core area.





# \*Recommended Solutions

(Supported by City Council)

1. Improve Existing Public Parking Lots
2. Work with ignite cda to Create More Public Parking in the Reid-Boise Corridor
3. Improve Signage Directing Cars to Public Parking
4. Improve Lighting in Alley Leading to Public Parking
5. Create Residential Parking Zones and Enforcement
6. Encourage Shared-use Parking in Private Lots
7. Create a Loading Zone for Deliveries
8. Marketing of Parking Lots
9. Identify Future Public Parking Lots
10. Work to Get Public/Private Parking to a 50-50 Ratio



## 1

## Improve Existing Public Parking Lots (Lighting, Striping, Asphalt Repairs)

### Rich & Associates' recommendations:

The cda ignite lot needs additional lighting to encourage employee use for the end off of 3<sup>rd</sup> Street. The lighting fixtures should include shielding to prevent the lights from shining directly into houses and apartments near the lot. This lot is less than a 300 foot walk for most businesses located in the core area and should become the preferred employee parking location with education and better lighting.

## \* Status

- Current Efforts:

- Lights were installed on the northern boundary of the 3<sup>rd</sup> Street Public Parking Lot in October 2018.
- Work is being done to install power for additional lights.
- Lights will be installed in the 4<sup>th</sup> Street lot (north and south sides) and in the expanded 3<sup>rd</sup> Street lot.



- Future Phase:

- Awaiting property negotiations.
- Parking lot design and improvements to both public parking lots.
- *Work with ignite to install RRFBs at Montana and Roosevelt Avenues.*

2

## Pursue opportunities to acquire additional land for public parking in Midtown in the Reid-Boise corridor

### Rich & Associates' recommendations:

Action - The City should discourage the development of any new private parking lots in the Midtown that are not for residential use or public parking.

## \* Status

- **Current Efforts:**
  - Property acquisition is underway for a strip of property to expand the 3<sup>rd</sup> Street Public Parking Lot.
- **Future Phase:**
  - Awaiting decision by ignite cda for development proposals on 4<sup>th</sup> Street.
  - Parking lot design and improvements to both public parking lots.

### 3

## Improve Signage Directing Cars to Public Parking

### *Rich & Associates' recommendations:*

Action - Name the public lot and add introduction signs at the entrances. This will aid in marketing and wayfinding.

Action - All of the parking signs should use the same text size and color scheme. The text should remain consistent for parking signs both on-street and off-street. The lot introductions signs should be placed at the entrances of the lot and the text should be large enough to read while driving. Currently there are not any time restrictions on parking.

## \* Status

- Current Efforts:
  - New blue public parking signs have been installed on 3<sup>rd</sup> and 4<sup>th</sup> streets at the entrance of the parking lots.
  - The sign on 3<sup>rd</sup> Street also directs cars to the public parking in the City Center.
- Future Phase:
  - Work with ignite cda and the Midtown stakeholders to design creative signs for the two public parking lots.

### 4<sup>th</sup> Street Public Parking Lot

Before



After



### 3<sup>rd</sup> Street Public Parking Lot

Before



After



4

## Improve Lighting in Alley Leading to Public Parking

### Rich & Associates' recommendations:

Action - Consider working with building owners in public and private alleys and to make the alleys more pedestrian friendly with additional lighting, protected walkways and possibly murals.

## \* Status

- **ON HOLD.** This effort is on hold until ignite cda selects a project for the Midtown lot since both proposals include parking off of the alley, which will most likely include lighting.
- **Future phase:**
  - If needed, work with ignite cda, Avista and adjacent property owners to install additional lighting along the alley.

# 5

## Create Residential Parking Zones and Enforcement

### Rich & Associates' recommendations:

Action- Consider residential parking permits on the side streets off 4<sup>th</sup> street, between 3<sup>rd</sup> and 5<sup>th</sup> Street in the core blocks 3, 6, 7 and 8. The residential permits could start after the alleys where residences face the street.

Action- Parking Enforcement Officer's should be dedicated to parking duties as an ambassador of the Midtown district as they are in the downtown area.

## \* Status

- Current Efforts:
  - Staff is working on a Midtown Resident-Only Parking Permit **Pilot Proposal** on a few key streets and blocks to evaluate its effectiveness.
- Future phase:
  - Draft a Resolution for City Council adoption.
    - *Consideration of % required for program to go into effect.*
  - Implement Resident-Only Parking Pilot Proposal by the end of March.
  - Enforcement will be conducted by the Police Department and prioritized based on calls for service and public safety needs.
  - Monitor the effectiveness of the permit only parking program.







- Resident-Only Parking Permit Pilot Proposal Streets/Blocks for consideration include:
  - Montana east of the alley between 4<sup>th</sup> and 5<sup>th</sup> streets
  - Reid between 4<sup>th</sup> and 5<sup>th</sup> streets on the south side of the street east of the Midtown Lofts
  - Roosevelt between 3<sup>rd</sup> and 4<sup>th</sup> streets west of the alley on the south side of the street

## 6

## Encourage Shared-use Parking in Private Lots

### Rich & Associates' recommendations:

Action - The City should work with owners of private lots to allow for public shared use of the private parking areas where possible.

## \* Status

- ON HOLD. Will be done as part of a future phase.
- Future phase:
  - Will work with surrounding businesses, such as the Lutheran Church, about the possibility of shared parking.



## 7

### Create a Loading Zone for Deliveries

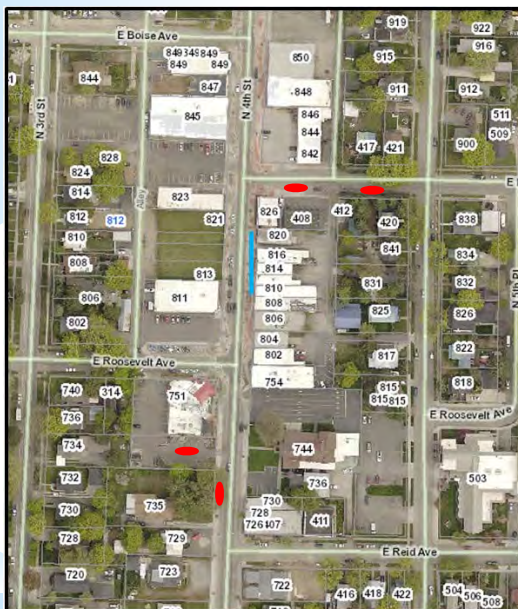
#### Rich & Associates' recommendations:

The 15 or 30 minute spaces (loading zones) should be located as either the first or last space on the block face where needed. These spaces do not belong to a specific use, rather the space is for anyone who has a short-term errand or quick pick up.

Action- Develop an ordinance that states whenever possible deliveries should occur in the alleys as to not block traffic or block vehicles in parking spaces.

## \* Status

- **Current Efforts:**
  - Staff met with Midtown restaurant owners to discuss commercial loading needs and challenges.
  - Staff reviewed other communities' ordinances for loading zones.
  - Staff identified an area along the east side of 4<sup>th</sup> Street north of Roosevelt and south of Montana to designate as a loading zone.
- **Future phase:**
  - Draft code language, install signage and implement new loading zone rules.
  - Evaluate how the designated loading zones are functioning and if additional zones are necessary to facilitate loading/unloading for other restaurants and shops in Midtown.





## 8

## Marketing of Parking Lots

### *Rich & Associates' recommendations:*

Marketing is a key aspect of a successful parking system. Marketing should be done every time there is a change to the parking system and should be directed towards Midtown employees, business owners, residents and customers and visitors of the Midtown. It is important to help encourage Midtown employees to park in the long term parking areas, leaving the most valuable on-street parking for customers and visitors. Additionally, an individual's perception of Midtown is greatly enhanced if they know ahead of time where they can park and what, if any, restrictions on parking duration apply.

Action – Develop a parking flyer for the Midtown area that explains the parking rules and regulations and distribute them to businesses.

## \* Status

- **Current Efforts:**
  - Staff discussed opportunities for marketing public parking lots with Midtown restaurant owners. They suggested creating maps, links and information to share on websites and social media.
- **Future phase:**
  - Update online Parking Map to include Midtown Parking Lots.
  - Work with businesses to share parking lot information/map online.
  - Work with Midtown businesses on other creative ways to share information and map of Midtown Parking.
  - Create a PSA with information and a map.
  - Evaluate options for adding parking lots to Waze and other traffic apps and Google maps.

9

## Identify Future Public Parking Lots

### *Rich & Associates' recommendations:*

Action - The City should discourage the development of any new private parking lots in the Midtown that are not for residential use or public parking.



## \* Status

- **ON HOLD.** Awaiting property negotiations for property along 3<sup>rd</sup> Street and ignite cda's decision on Midtown development proposals to see if it will include any public parking.
- **Future phase:**
  - Work with ignite to identify opportunities for future public parking lots before the Lake District expires in 2021.

10

## Work to Get Public/Private Parking to a 50-50 Ratio

### *Rich & Associates' recommendations:*

A parking system works best when the parking can be shared and the municipality is in control of 50% or more of the available parking in the Midtown. This is an important benchmark because it allows shared use parking. Maximizing the percentage of the parking supply that is shared among different users and recognizing that different types of use will peak at different times of the day, allows the parking needs of the City to be met with fewer spaces, thereby requiring less investment. The City's control of 29% of the parking does not meet the 50% benchmark. At higher percentages of public parking, even more flexibility is available.

Action - The City should discourage the development of any new private parking lots in the Midtown that are not for residential use or public parking.



## \* Status

- **Current Efforts:**
  - Awaiting property negotiations for property along 3<sup>rd</sup> Street and ignite cda's decision on Midtown development proposals to see if it will include any public parking or shared parking component.
- **Future phase:**
  - Will work with surrounding businesses, such as the Lutheran Church, about the possibility of a shared parking agreement.

## \* Additional Recommendations

- \* Install RRFBs at 4<sup>th</sup>/Roosevelt and 4<sup>th</sup>/Montana crosswalks (ignite assistance).
- \* Consider installing additional speed limit signs on 4<sup>th</sup> Street.
- \* Encourage Midtown stakeholders to form an Association.  
Goal: improve communications, promote events and businesses, inform the public about where to park in Midtown, and better promote the district and surrounding residential areas.
- \* Consider having the Public Parking Signs lit for better visibility.
- \* Remove the hours (11pm-6am) from ignite cda's parking signs to allow cars to park until the restaurants and bars close. Overnight parking will still be prohibited.
- \* Suggest that the Lutheran Church install parking lot signage.

## \* Next Steps

- \* ignite cda meeting on 2/20/19:  
*Presentations on the Midtown Development Proposals*
- \* ignite cda decision on Midtown Development proposals (TBD)
- \* Acquire additional property to expand 3<sup>rd</sup> Street Public Parking Lot
- \* Schedule a meeting with Midtown Stakeholders (March)
- \* Meet with the Lutheran Church to discuss shared parking opportunity
- \* Install Lights in 3<sup>rd</sup> Street and 4<sup>th</sup> Street Public Parking Lots
- \* *By the end of March:*  
Implement Resident-Only Parking Pilot Proposal and Loading Zone

