

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

AGENDA
VISION STATEMENT

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

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

August 6, 2019

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Pastor Geoffrey Winkler New Life Church

C. PLEDGE OF ALLEGIANCE:

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

E. PRESENTATIONS:

1. Girl Scout Gold Award to Crista Falk

**Presented by: Brian Newberry, CEO of Girls Scouts Eastern Washington
and Northern Idaho**

2. White House Relocation and Museum Concept and review of Proposed Lease Terms

Presented by: Steve Roth of Architects West

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

G. ANNOUNCEMENTS:

1. City Council

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

2. Mayor

- a. Appointment of Samantha Tuskan to the Childcare Commission and Richard Colburn to the Building code Board of Appeals.

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 July 10 and July 16, 2019 Council Meeting.
2. Approval of Minutes for the July 22, 2019 General Services Committee Meeting.
3. Approval of Bills as Submitted.
4. Setting of General Services and Public Works Committees meetings for Monday, August 12, 2019 at 12:00 noon and 4:00 p.m. respectively.
5. Approval of an Outdoor Seating Permit for the True 1210 Tavern, Owner Katie Newman, located at 1210 Sherman Avenue.
6. Approval of Final Plat for SS-19-04; Elk Point First Addition

As Recommended by the City Engineer

7. Approval of a One Day Alcohol Sales and Consumption on Sherman Avenue Right-of-Way for the 5th Annual PARK(ing) It On Sherman Event
8. Approval of Temporary Banners Across Sherman Avenue Right-of-Way for PARK(ing) It On Sherman Event

As Recommended by the General Services Committee

9. Resolution No. 19-030 -

- a. Approval of S-2-18 - Vista Meadows: Final Plat Approval, Acceptance of Improvements, Maintenance/Warranty Agreement and approval of Security
- b. Approval of a S-3-16.m- Bolivar 4th Addition: Final Plat, Subdivision Improvement Agreement, Landscape Improvement Agreement, and approval of Security

As Recommended by the City Engineer

- c. Approval of an Agreement with North Idaho College to Provide School Resource Officer Services for School Year 2019-2020

As Recommended by the General Services Committee

I. OTHER BUSINESS:

1. **Resolution No. 19-031** - Approval of an Agreement with Sonray Enterprises for Construction of a New Water Transmission Main on Hedberg and Boyd Avenues

Staff Report by: Kyle Marine, Water Assistant Superintendent

2. **Resolution No. 19-032** - Approval of a Memorandum of Agreement with CDA2030 for collaboration of information regarding Envision Coeur d'Alene

Staff Report by: Hilary Anderson, Community Planning Director

J. PUBLIC HEARING:

1. **V-19-02** - Vacation of a portion of Hanley Avenue right-of-way adjoining the north boundary of Lots 1 - 4, Block 1, Hern Industrial Park and Tax Number 21582 in the City of Coeur d'Alene

Staff Report by: Dennis Grant, Engineering Project Manager

- a. **Council Bill No. 19-1008** - Approving the Vacation of a portion of Hanley Avenue right-of-way adjoining the north boundary of Lots 1 - 4, Block 1, Hern Industrial Park and Tax Number 21582 in the City of Coeur d'Alene

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

August 6, 2019

MEMBERS OF THE CITY COUNCIL:

Steve Widmyer, Mayor

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

PRESENTATIONS

Museum of North Idaho

8-6-2019





Contents

1. Introductions
2. Background
3. Why a New Museum
4. Why This Concept
5. 2019 Accomplishments
6. Design
7. Schedule
8. Cost
9. Next Steps

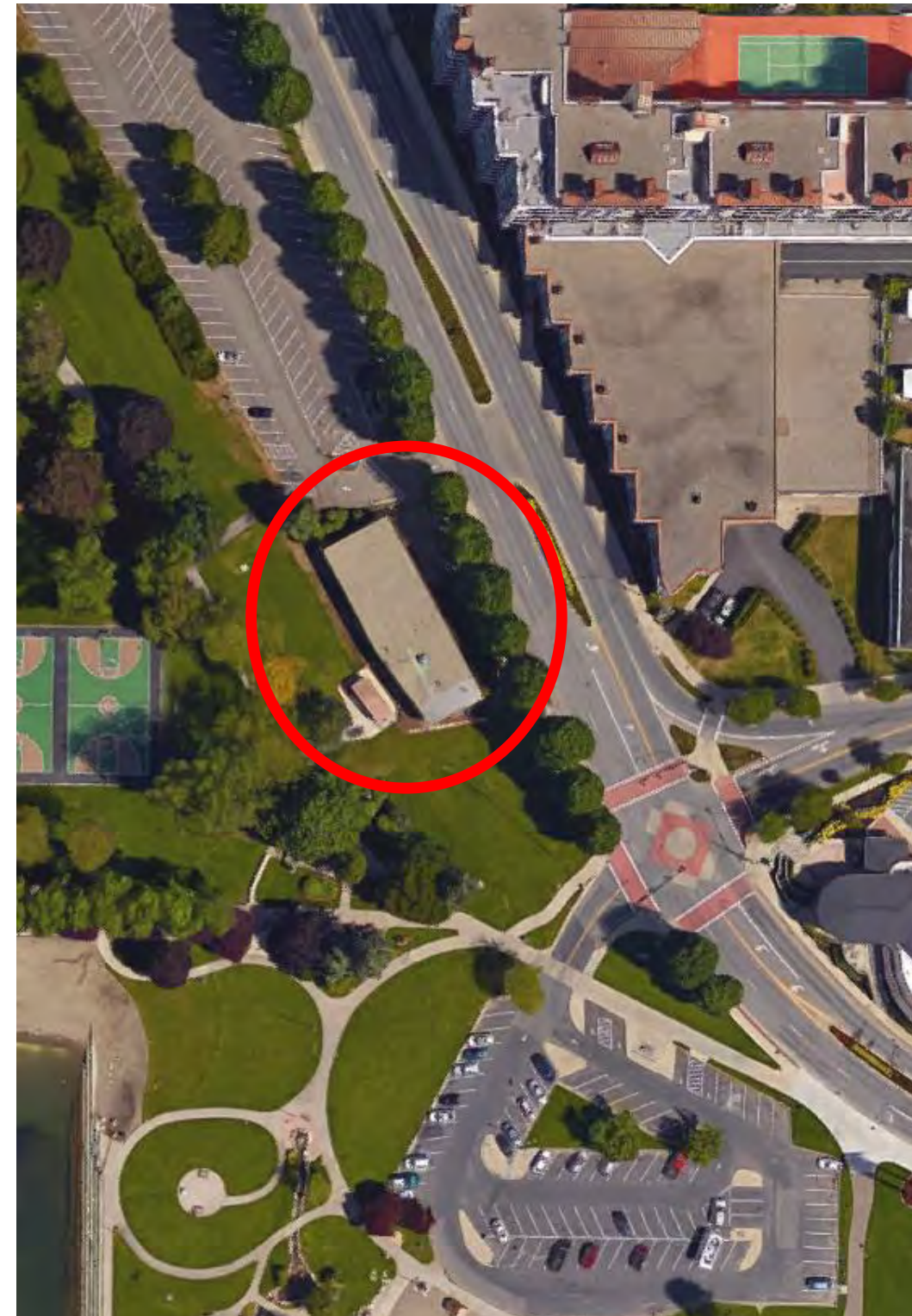


Museum Team

- Museum Board Members
- Mike Dixon - President
- Julie Gibbs – Vice President
- Dorothy Dahlgren – Director
- Robert Singletary – Program & Marketing Director
- Architects West – Jon Mueller and Steve Roth
- Johnson Construction – Rob Johnson
- Hilary Anderson – City of CDA
- Tami Stroud – City of CDA
- Jim Faucher - Fundraising

Background

- **1968** – Museum Established
- **2016:** MNI purchased its own storage facility
- **2018:** - MNI's 50th anniversary
- **2019:** - [40th year at current City Park Location](#)
- **1968 - Present:** Continual expansion of services and collections



Museums as Economic Engines

In 2017, the American Alliance of Museums partnered with Oxford Economics to study the museum sector's significant contribution to the US economy.

Source: Oxford Economics, IMPLAN, 2017.

\$228 million

The total financial impact that museums have on the economy in Idaho



3,098 jobs

Important jobs within the state are supported by the museum industry each year.



\$179m income

Museums provide substantial wages and other income to the state's residents annually.



\$46.1m taxes

Even though many museums operate as nonprofits, they generate significant tax revenues to the federal, state, and local governments.

89%

Regardless of political persuasion, 89% of Americans believe that museums provide important economic impacts back to their communities.

Source: AAM's Museums & Public Opinion 2017

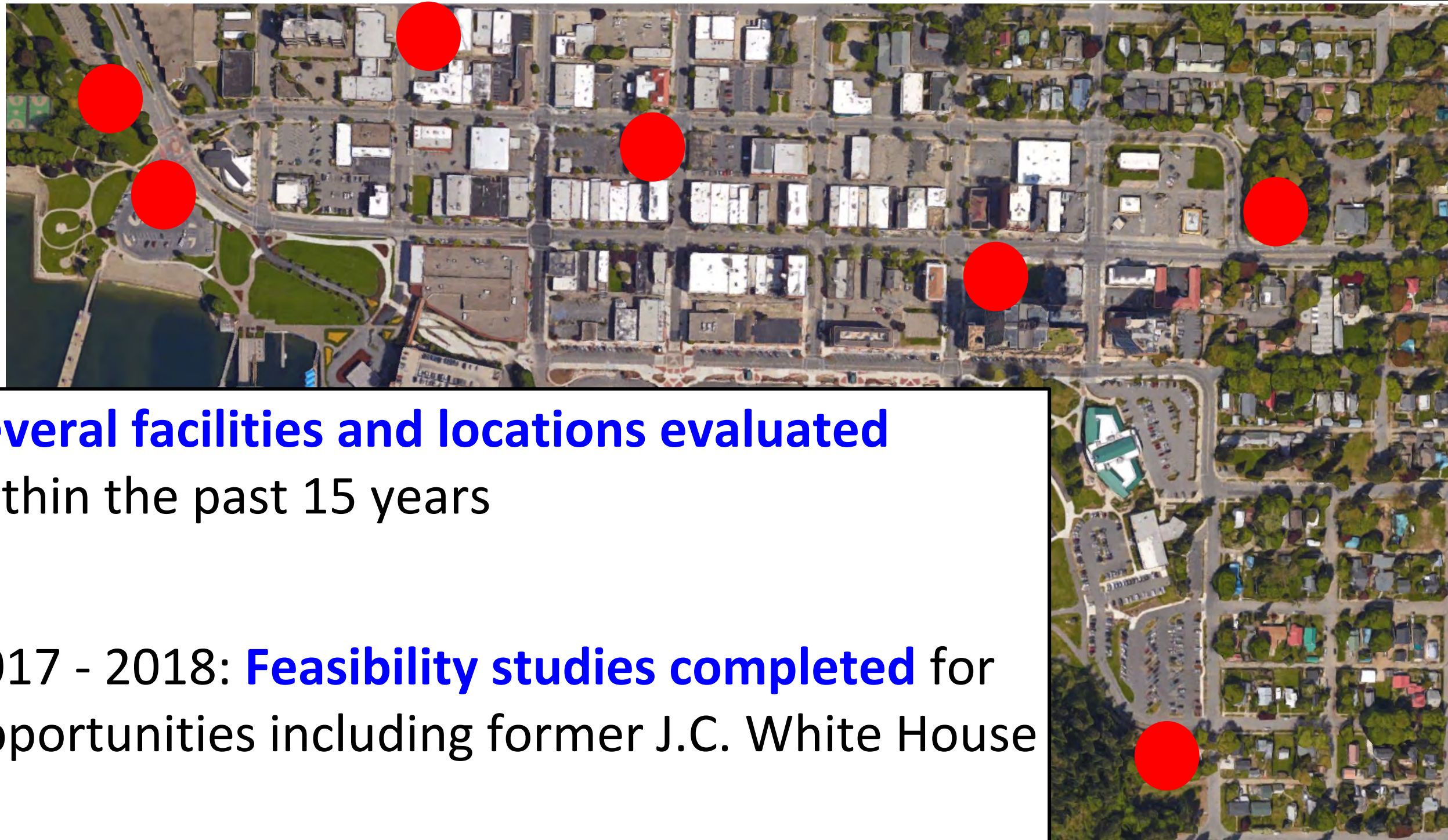


Download the full report at <http://aam-us.org/EconomicEngines2017>

Why a new Museum?

- **Space restrictions** at current facility limit services museum may provide to community
- Enables MNI to achieve vision of providing a **premier regional museum** to citizens and visitors
- Create an engaging, dynamic and informational **state-of-the art visitor experience**
- Dramatic **population increase** since 1968

What has Been Done?



- **Several facilities and locations evaluated** within the past 15 years
- 2017 - 2018: **Feasibility studies completed** for opportunities including former J.C. White House
- Early 2019: - **Current concept proposed**

2019 Accomplishments

- **March**

- Scoping meetings with City of C'dA, Tubbs Hill Foundation
- Preliminary support received

- **April**

- MNI endorsed submission of concept to City of Cd'A
- Concept presented to Ignite Cd'A Board

- **May**

- Concept presented to Cd'A City Council
- White House Relocation Project Team formed – with City of Cd'A involvement
- MNI initiated fundraising committee

- **June**

- Site surveys completed
- Cost estimates for foundation and house move initiated
- MNI Board approved proceeding with lease agreement negotiations

- **July**

- Lease agreement negotiations in progress
- Project work continues on schedule

- **August**

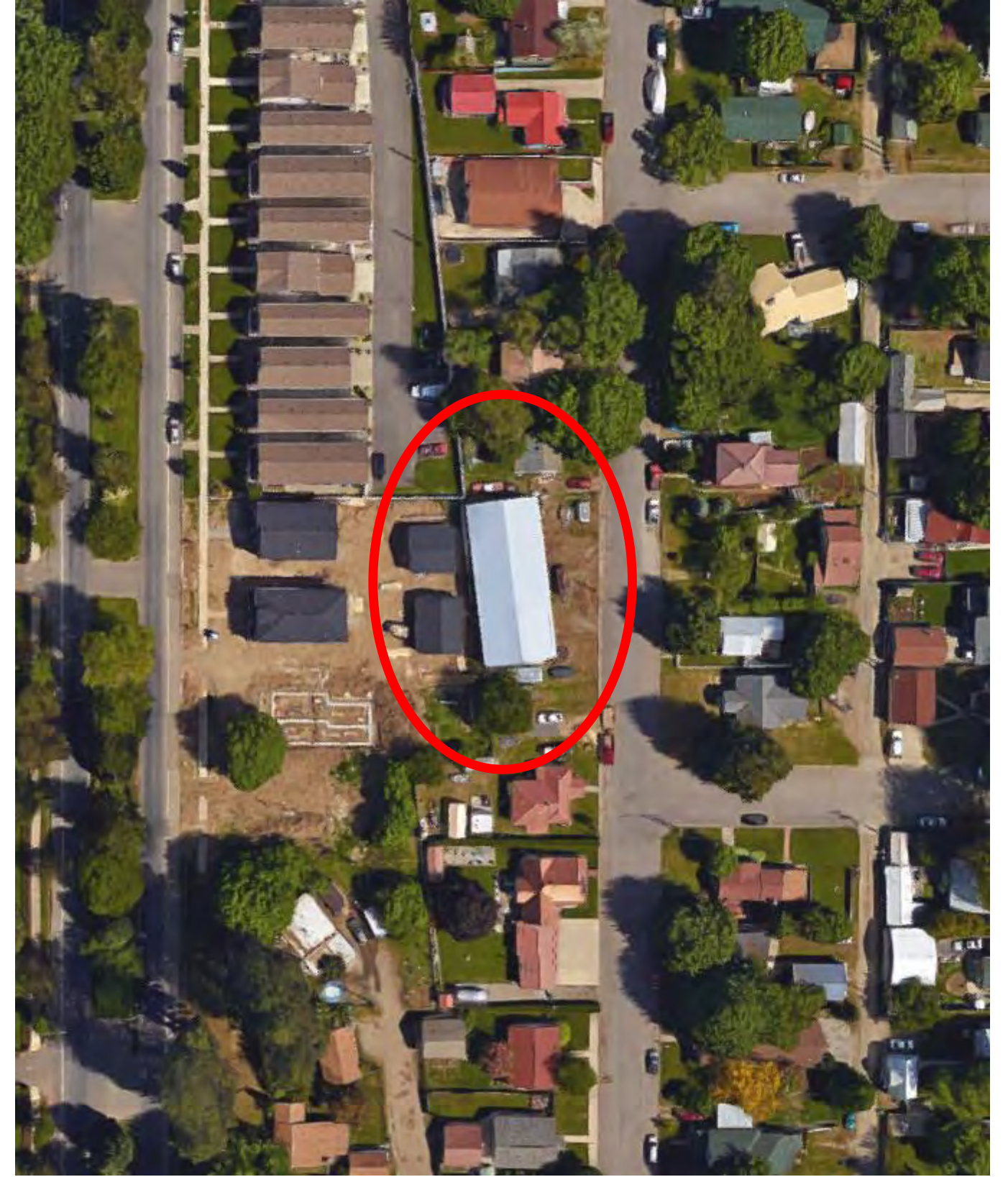
- Cd'A City Council Presentation

Design

Total Existing Square Footage = 8,371sf

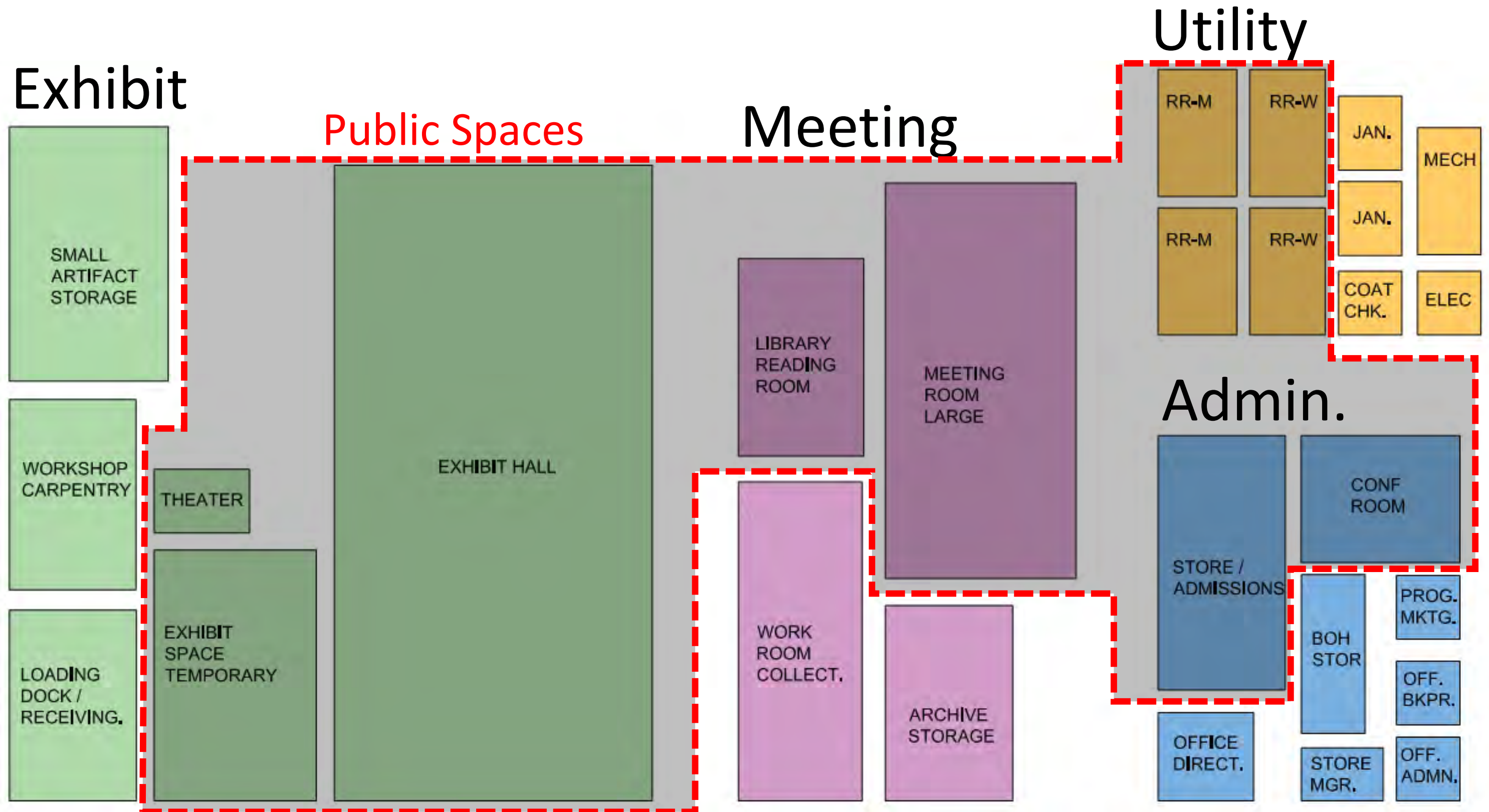


Existing Museum – 4,371sf
City Park



Existing Storage Building – 4,000sf
1st & Elm

Program – approx. 20,000sf



Site – approx. 50,000sf





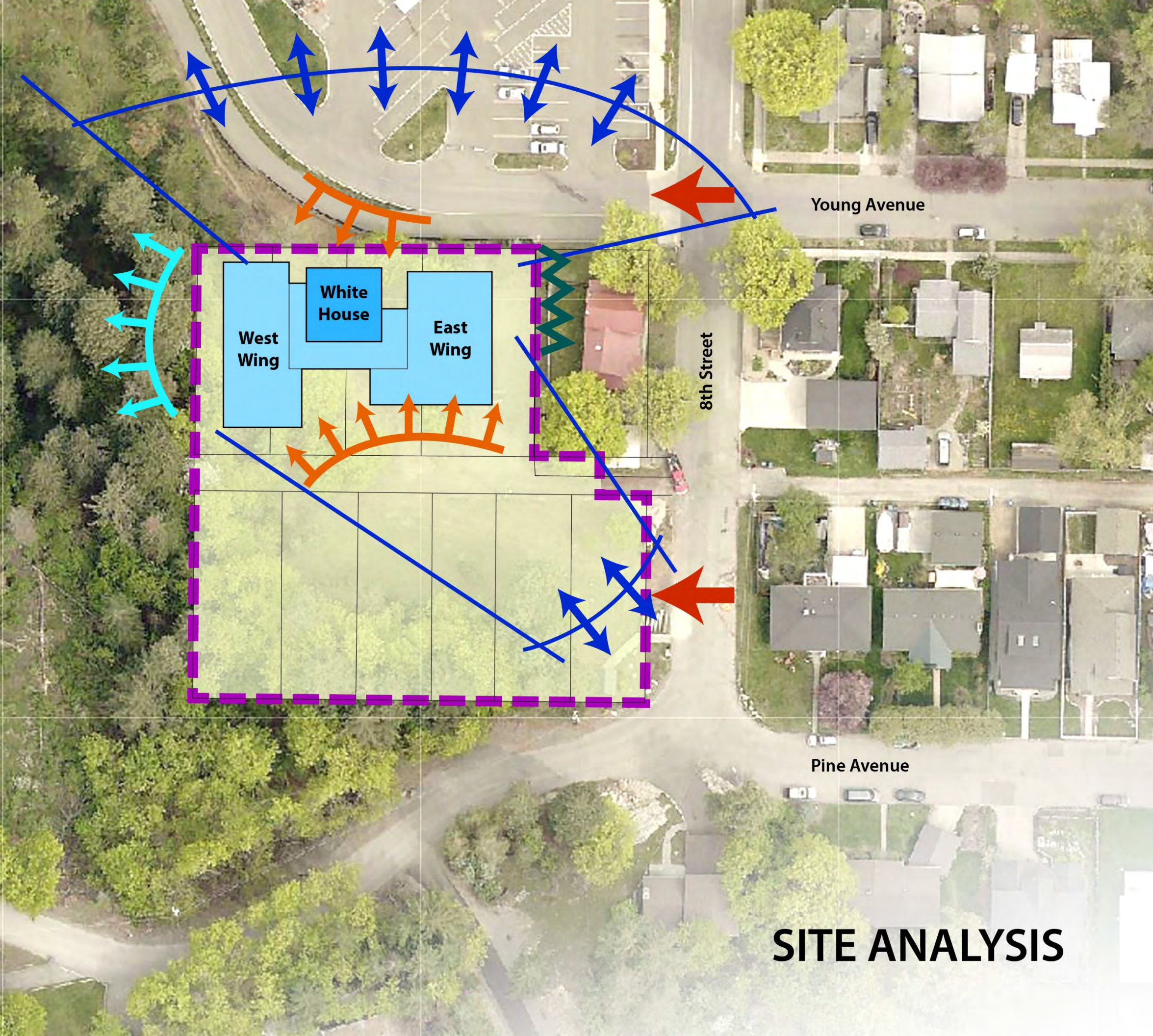
Library

City Hall

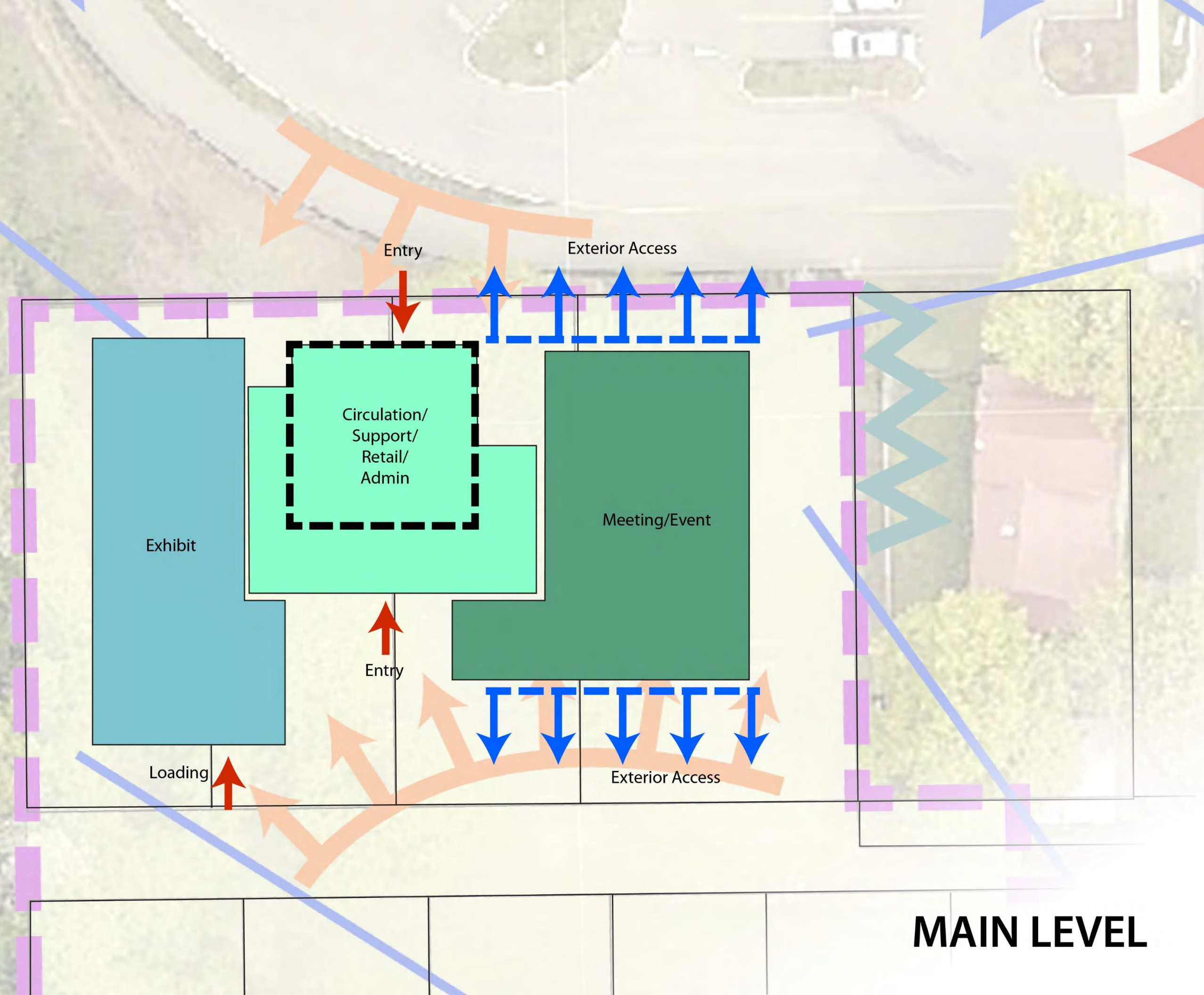
Museum Site

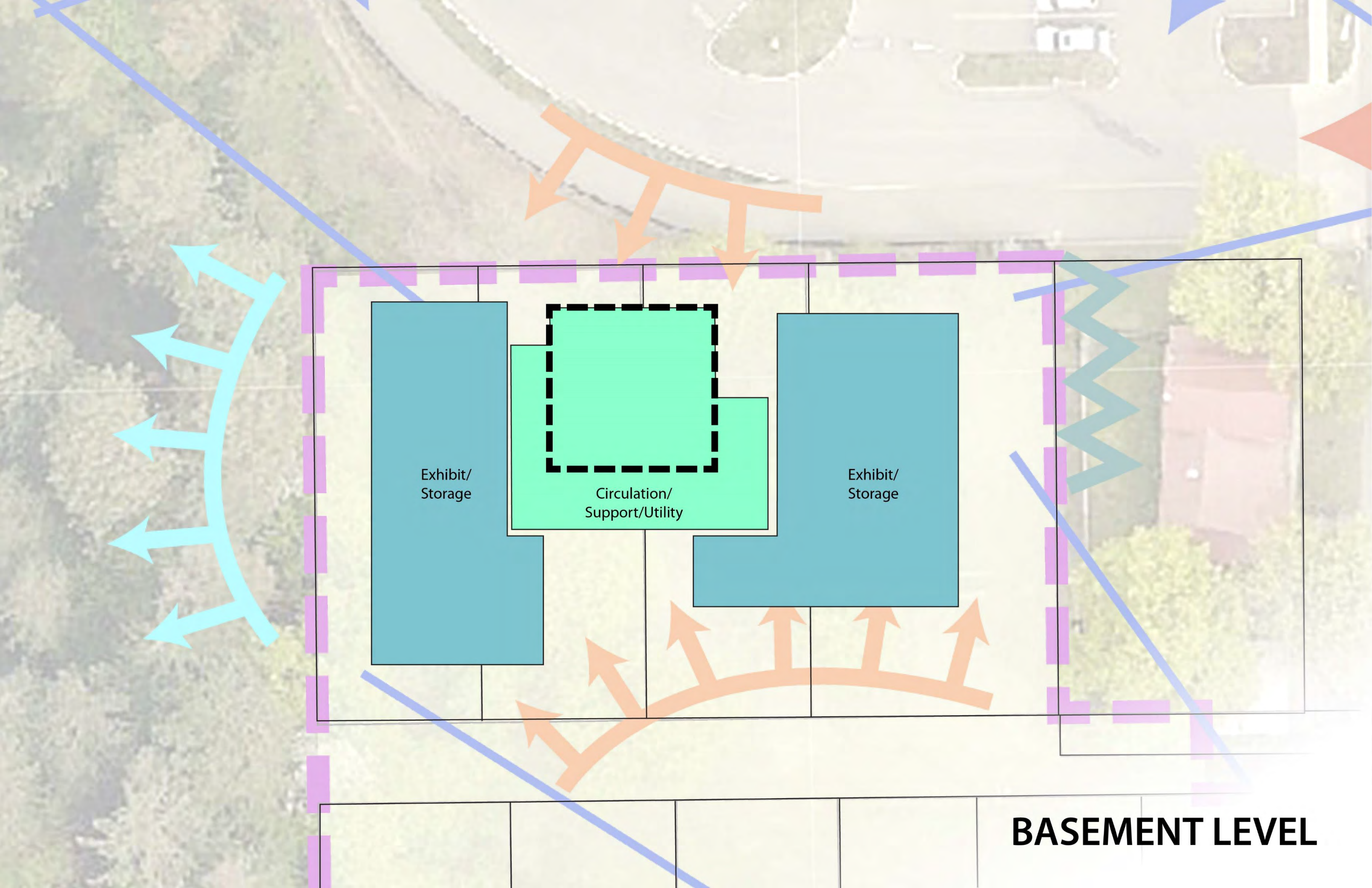
LEGEND

- Approach
- Screen
- Pedestrian Approach
- View Out
- Property Line
- Views In/Out



SITE ANALYSIS



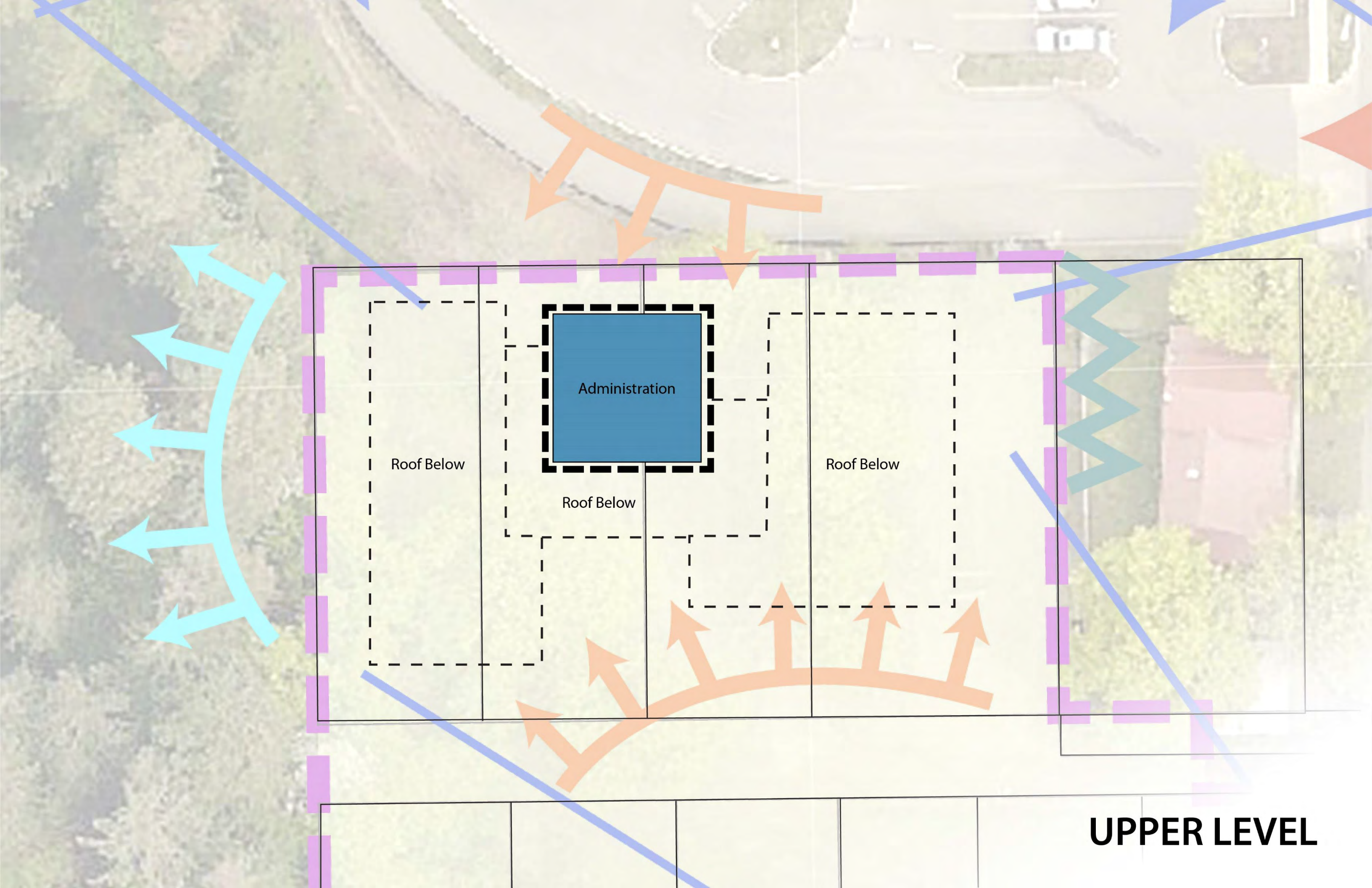


Exhibit/
Storage

Circulation/
Support/Utility

Exhibit/
Storage

BASEMENT LEVEL



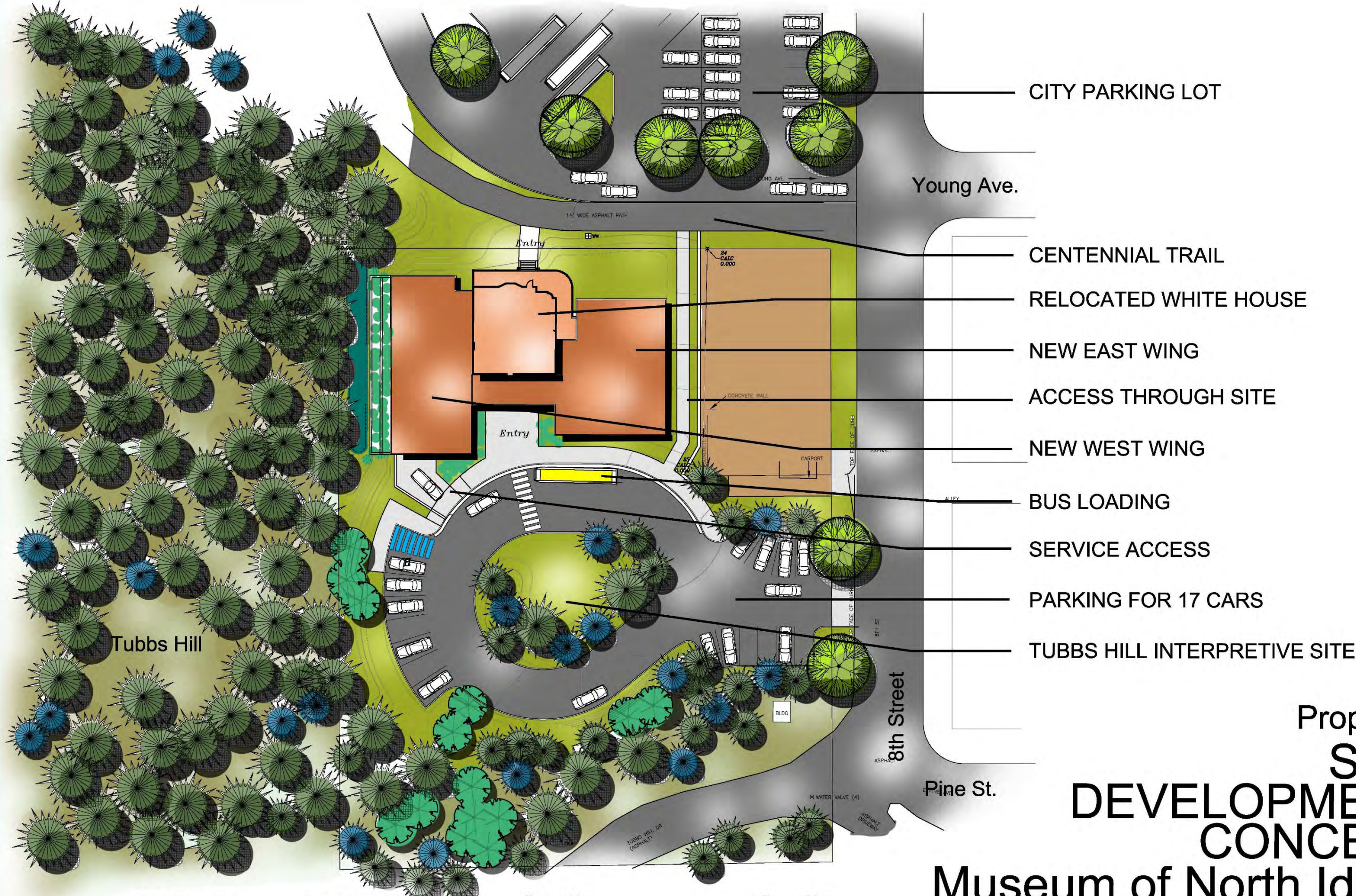
Administration

Roof Below

Roof Below

Roof Below

UPPER LEVEL



CITY PARKING LOT

Young Ave.

CENTENNIAL TRAIL

RELOCATED WHITE HOUSE

NEW EAST WING

ACCESS THROUGH SITE

NEW WEST WING

BUS LOADING

SERVICE ACCESS

PARKING FOR 17 CARS

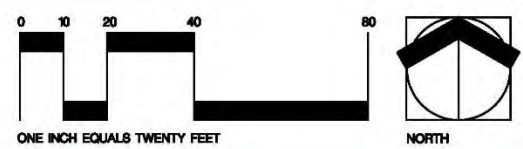
TUBBS HILL INTERPRETIVE SITE

Tubbs Hill

8th Street

Pine St.

Proposed
**SITE
DEVELOPMENT
CONCEPT**
Museum of North Idaho



Prepared by:
Architects West
210 E Lakeside Ave
Coeur d'Alene, ID 83814
t. 208.667.9402
architectswest.com

Prepared for:
**MUSEUM of
NORTH IDAHO**

AUGUST 6, 2019



Play Video Here

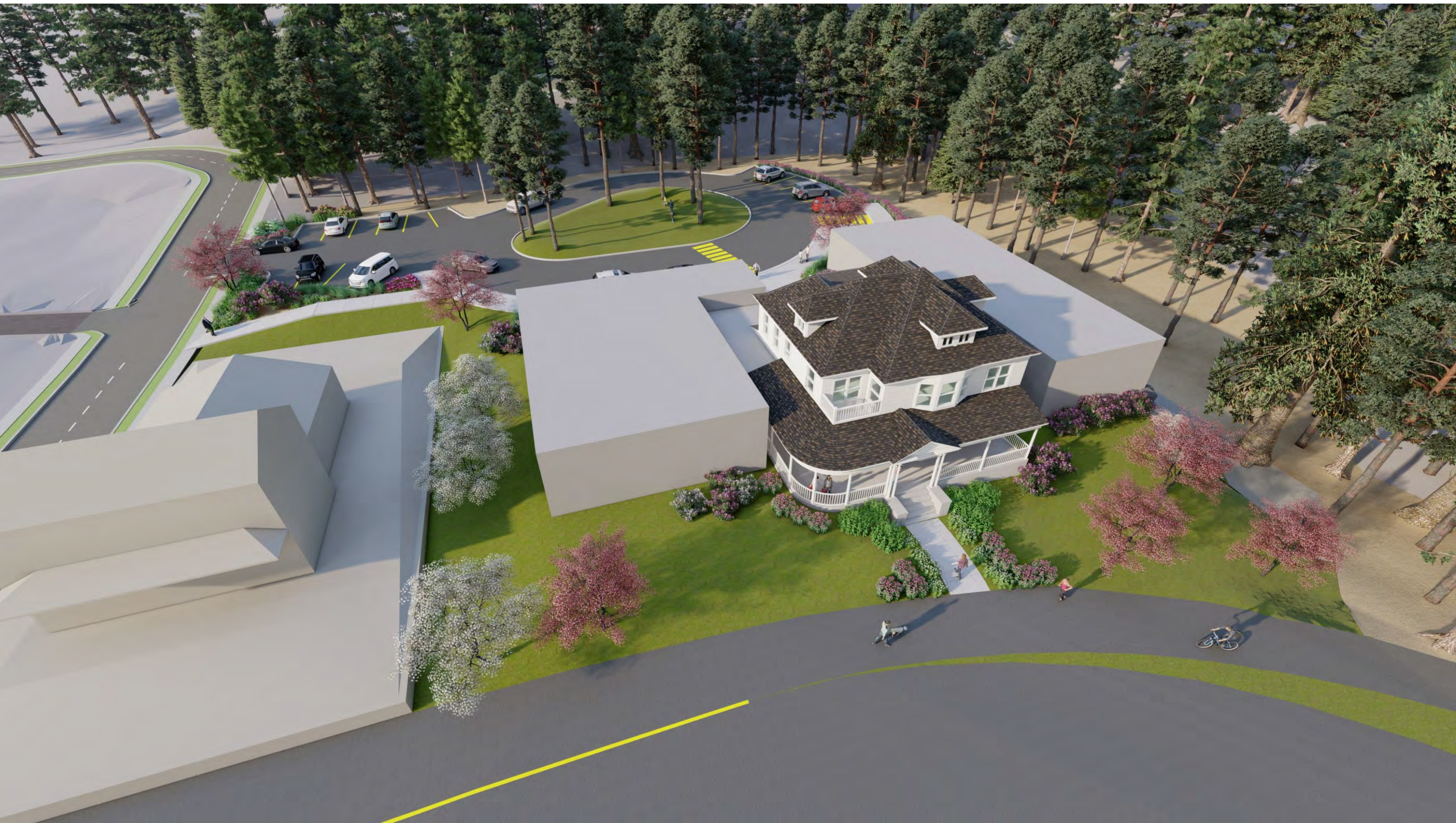








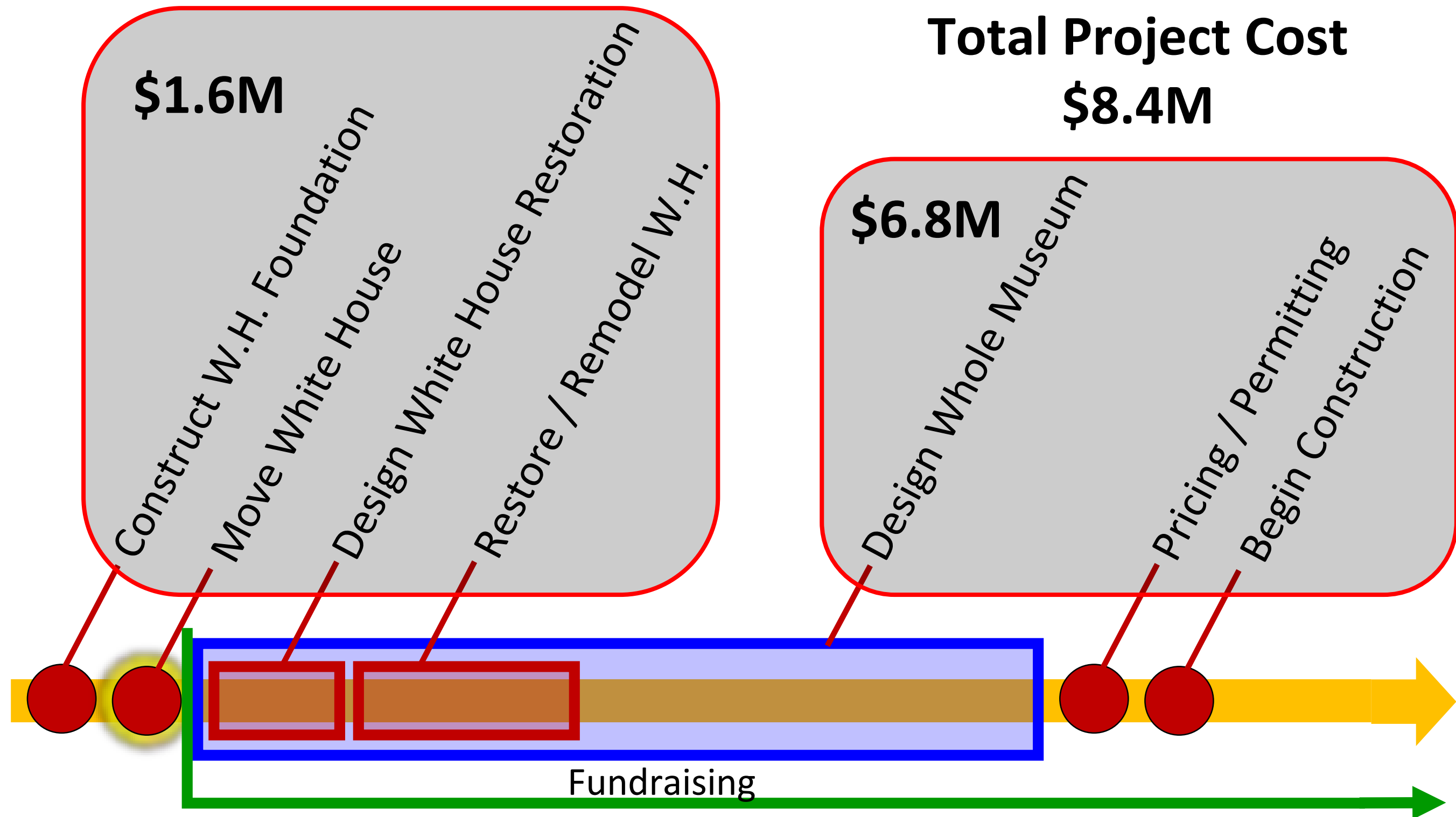




Why Do This?

- **Location**
- **Partnership** opportunities
- Space for **Expansion** and **Growth**
- **Preservation** of a structure representing an important part of Cd'A history
- **Vacation** of existing MNI facility for City of Cd'A use

Schedule / Cost



- **Critical path:** White House must be moved by September 2019.
Foundation Construction must begin September 3rd

Next Steps

- **Fundraising:**
 - 2019:
 - Seeking donor support for move
 - Fundraising event to **gain support and visibility**
 - Form a campaign cabinet (underway)
 - 2020:
 - **Initiate capital campaign**
- **Museum Exhibit & Programming Plan**
 - 2019 - 2020: **Collaboration** with local community members, subject matter experts, design professionals
- **Coordination and Approval**
 - **City of Cd'A, Ignite Cd'A, Tubbs Hill Foundation**
 - Lease Negotiation, Lot consolidation, alley vacation

Request

- **Requesting City Council support for the current concept, the direction of the project, lease negotiation, lot consolidation, partial alley vacation, and the beginning of a fundraising campaign.**

Thank You!

MNI MUSEUM *of*
NORTH IDAHO


Architects **West**

LAND LEASE AGREEMENT

THIS LAND LEASE is entered into this **day of** _____ by and between the **City of Coeur d'Alene**, hereinafter called "Lessor," and the **Museum of North Idaho, Inc.**, hereinafter called "Lessee", pursuant to the following terms and conditions:

1. **PREMISES.** Lessor hereby Leases to Lessee, and Lessee hereby Leases from Lessor, approximately _____ square feet of City owned land south of City Hall near 8th and Young Avenue as depicted in Exhibit A, attached, upon the terms and conditions set forth herein. The land so Leased is herein called the "Premises."
2. **TERM.** The Lease term shall be twenty-five (25) years (herein the "Initial Term") and shall be subject to an option to renew as set forth below.
3. **LEASE PAYMENT.** The lease payment shall be One Hundred Dollars (\$100.00) per year. All lease payments shall go into the Parks Capital Improvement Fund for improvements at Tubbs Hill McEuen Park.. Payment shall be due each year on the first day of _____. Said payment shall be paid to Lessor at the City of Coeur d'Alene, Attn: Finance Department, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814. A late charge of twelve percent (12%) per annum or Twenty-five (\$25.00) dollars whichever is greater will be charged on payments received after the tenth (10) day following the due date.

In addition to the annual lease payment, the parties anticipate that the Lessee shall provide the Lessor with certain non-financial benefits and consideration. As such, at all times during the lease term the Lessee shall endeavor to: (i) collect, preserve and present to the public the history of Coeur d'Alene and the surrounding area through the preservation of artifacts, photographs and ephemera; (ii) operate in accordance with professional museum standards providing exhibits, research library, care for artifacts and public access; (iii) continue to maintain the historic 1880 Fort Sherman Chapel with funds received from donations, weddings and rentals; (iv) provide improved green space around the Premises; (v) provide after hour parking for citizens and visitors (except during special museum-related functions); (vi) provide interior meeting space and exterior event space to Lessor at a reduced fee; (vii) provide Lessor with reproductions or scans of historic photographs for Lessor's projects at a reduced rate; (viii) provide access to and complementary use of library research space and certain archives for citizens and visitors; (ix) provide space for and assistance in developing feature exhibits in partnership with community members to help citizens understand and appreciate the area's rich cultural heritage; and (x) create beneficial school programs in partnership with local K-12.

4. **LESSEE IMPROVEMENTS AND OPERATION OF MUSEUM:** Lessor shall allow Lessee at Lessee's cost to construct improvements on the Premises to house and support the Museum of North Idaho and associated operations. This includes the relocation of the White House to the Premises. Before the White House is relocated or any improvements are constructed on the Premises Lessee must have an endowment fund of not less than Two Hundred Fifteen Thousand Dollars (\$215,000.00) to ensure the ongoing maintenance and operation of the Museum and the Premises. If Lessee does not operate and fund the Museum in a manner that pays for all capital, maintenance, operation, utility and labor costs then Lessor reserves the right to cancel this lease, take ownership of all improvements on the Premises and

move the Lessee's personal property to storage at the Lessee's expense. The initial relocation of the White House to the Premises shall be completed by _____ or this Lease shall be terminated. Such initial relocation shall consist of setting the White House on its foundation and winterizing the building. Construction efforts to make the Premises available for public use shall resume in 2020. Lessee shall provide adequate parking for the use of the Premises.

5. **USE.** The Premises shall be primarily used for the purpose of housing and operating the Museum of North Idaho, together with any other operations allowable by law. Lessee shall observe such reasonable rules and regulations as set forth by Lessor with respect to hours, dates of operation, and _____{identify subject matter of said rules and regulations}_____. Flexibility in the dates and hours of operation for special events will be allowed with written permission of Lessor.
6. **COMPLIANCE WITH THE LAW:** Lessee shall, at Lessee's expense comply with all applicable statutes, ordinances, rules, regulations, orders, covenants and restrictions of record. Lessee shall not use or permit use of the Premises in any manner that will tend to create a waste or nuisance. Lessee shall comply with the city's noise ordinance. Lessee further agrees that there will be no broadcasting of music outside of the building and all speakers will be positioned away from the surrounding neighborhood.
7. **POSSESSION.** If Lessor fails to deliver possession of Premises ready for occupancy at the commencement of the Lease term, Lessor shall not be liable for any damage caused thereby, nor shall this Lease become void or voidable, nor shall the Lease term be extended; but in such case, Lessee shall not be obligated to pay rent or perform any of the obligations of Lessee under the terms of this Lease until possession of the Premises is tendered to Lessee. If Lessee occupies the Premises prior to the Commencement Date, such occupancy shall be subject to all the provisions of this Lease and such occupancy shall not change the termination date of said Lease.
8. **ACCEPTANCE OF PREMISES.** The taking of possession by Lessee shall be deemed Lessee's agreement and acknowledgment that the Premises is in a tenantable and good condition, and that Lessor has completed all work agreed to be accomplished by Lessor at Lessor's expense under the terms of this Lease to prepare the Premises for Lessee's occupancy.
9. **UTILITIES.** Lessee shall pay timely, when and as due, all charges for utilities furnished to, used upon or charged against said Premises during the term hereof, including but not limited to charges for telephone, water, sewer, garbage, electricity, gas, oil or other heating facility. This includes all hook-up and capital fees for utilities.
10. **CARE OF PREMISES, REPAIRS AND ALTERATION.** Lessee shall take good care of the Premises. Lessee shall exercise reasonable care to maintain safe conditions of the Premises at all time. Lessee is responsible for all maintenance and operational expenses and labor and utilities for the Premises.

11. **WAIVER OF CLAIMS.** Notwithstanding anything to the contrary contained herein, Lessor and Lessee do each hereby release and relieve the other from responsibility for and waive their entire claim of recovery for:
- A) Any loss or damage to the real or personal property of either party located anywhere in the building, and including the building itself, arising out of or incident to the occurrence of any of the perils which may be covered by any casualty insurance policy, with extended coverage endorsement, in common use in the Coeur d'Alene locality,
 - B) Loss resulting from business interruption at the premises or loss of rental income from the building, arising out of or incident to the occurrence of any of the perils which may be covered by a business interruption insurance policy and by the loss of rental income insurance policy in common use in the Coeur d'Alene locality.
12. **EMPLOYEES.** All employees and staff shall pass a background check prior to working on the Premises. Cost of the background check shall be paid by Lessee. All employees and staff shall adhere to Lessee's dress code while on duty.
13. **INSURANCE.** Certificates of insurance evidencing both casualty and liability insurance coverages shall be provided to Lessor at the start of Lessee's possession. Lessee shall, at all times during the term hereof and at Lessee's cost and expense, maintain in effect bodily injury and property damage insurance adequate to protect Lessor and naming Lessor as an additional named insured against liability for injury to or death of any person or damage to property in connection with the use, operation or condition of the Premises, in an amount not less than \$1,000,000.00.
14. **ACCIDENTS AND INDEMNITY BY LESSEE.** Lessee shall defend and indemnify Lessor, and save it harmless from and against any and all liability, damages, costs, or expenses, including reasonable attorney's fees, arising from any act, omission, negligence or willful misconduct of Lessee, or the officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors of Lessee in or about the Premises, or, arising from any accident, injury, or damage, whatsoever and by whomsoever caused, to any person or property occurring in or about the Premises; provided that the foregoing provision shall not be construed to make Lessee responsible for loss, damage, liability or expense resulting from injuries to third parties caused by the gross negligence or willful misconduct of Lessor, or of any officer, contractor, licensee, agent, servant, employee, guest, invitee or visitor of Lessor.
15. **ASSIGNMENT AND SUBLETTING.** Lessee shall not assign this Lease, nor any interest herein, and the Lease, or any interest hereunder, shall not be assigned by operation of law, and Lessee will not sublet said Premises to a third party or parties without first obtaining the written consent of Lessor; which consent shall not be unreasonably withheld or delayed. In the event such written consent shall be given, no other subsequent assignment, subrental or subletting shall be made without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

Notwithstanding the forgoing, the parties acknowledge and agree that the Lessee is authorized to rent portions of the Premises to third parties on a limited short-term basis and without the Lessor's prior written approval. Such limited short-term uses shall include, yet are not limited to renting space for: (i) book club and other similar community group meetings; (ii) weddings and other private events; (iii) fund raising events; and (iv) other like and similar meetings and events.

16. **SIGNS.** Subject to Lessor's prior written consent, Lessee may erect and maintain any appropriate and legal signs on the building and Premises, at its own expense and remove such signs without damage to the building or Premises upon termination of the lease or Lessee's occupancy.

17. **LIENS AND INSOLVENCY.** Lessee shall keep the Premises and the building free from any liens arising out of any work performed, materials ordered or obligations incurred by Lessee. If Lessee becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, assignee or other liquidating officer is appointed for the business of Lessee, then Lessor may cancel and terminate this Lease at Lessor's option.

18. **ASSURANCES:**

A. The Museum agrees not to exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity, any person in the United States on the grounds of race, color, national origin, or sex, not discriminate on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, or on the basis of religion, except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Act of 1964, or Title VII of the Act of April 11, 1968, shall also apply. This assurance includes compliance with the administrative requirements of the Revenue Sharing final handicapped discrimination provisions contained in Section 51.55(c), (d), (e), and (k)(5) of the Regulations.

B. The Museum agrees to place the Mayor of the City of Coeur d'Alene on the Museum mailing list and to strive to keep the City informed in every way of Museum programs and activities. The Museum further agrees to report to the Mayor on the condition of the building at any time as the Mayor may elect on any matters encompassed by this lease.

19. **DEFAULT AND RE-ENTRY.** Except for a default under the preceding paragraph for which immediate right of termination is given Lessor, if Lessee fails to pay when due any amounts due under this Lease, or to perform any other covenant under this Lease within sixty (60) days after written notice from Lessor stating the nature of the default, Lessor may cancel this Lease and re-enter and take possession of Premises using all necessary force to do so; provided, however, that if the nature of such default is such that the same cannot reasonably be cured within such sixty (60) day period, Lessee shall not be deemed to be in default if Lessee shall within said period commence such cure and thereafter diligently prosecute the same to completion. Notwithstanding any retaking of possession by Lessor, Lessee's liability for the rent provided herein shall not be extinguished for the balance of the term of this Lease. Upon such default, cancellation or re-entry, Lessor may elect either:

- A) to terminate this Lease or;
- B) without terminating this Lease, to relet or attempt to relet all or any part of the Premises upon such terms and conditions as Lessor may deem advisable, in which event the rents received on such reletting shall be applied first to the expenses of reletting and collection, including necessary renovation and alteration of the Premises, reasonable attorneys' fees and real estate commissions paid, and thereafter to payment of all sums due or to become due Lessor hereunder.

In either event, liability of Lessee for full rental provided for herein shall not be extinguished for the balance of the term of this Lease, and Lessee covenants and agrees to make good to Lessor any deficiency arising from a re-entry and reletting of the Premises at a lesser rental than the rental herein agreed to, and Lessor may bring an action therefor as such deficiency shall arise. If Lessor elects the latter, it shall have the right to let any other available space in the office building before reletting or attempting to relet the Premises and such action by Lessor shall not relieve Lessee from any of Lessee's obligations hereunder. Lessee hereby waives all claims for damages that may be caused by Lessor's re-entry and taking possession of the Premises or removing and storing the property of Lessee as provided in this Lease, and Lessee will save Lessor harmless from loss, costs or damages caused to Lessor. Such re-entry shall be considered a forcible entry.

- 20. **REMOVAL OF PROPERTY.** If Lessee shall fail to remove any of its personal property from the Premises or the building at the termination of this Lease Lessor may, at its option, remove and store said property without liability for loss thereof or damage thereto, such storage to be for the account and at the expense of Lessee. If Lessee does not pay the cost of storing such property after it has been stored for a period of thirty (30) days or more, Lessor, may at its option, sell, or permit to be sold, any or all of such property at public or private sale, in such manner and at such time and place as Lessor shall select. The Lessor shall apply proceeds of such sale first to the cost and expense of said sale, including reasonable attorneys' fees actually incurred, second, to the payment of the costs or charges for storing any such property, third, to the payment of any other obligations which may then be or thereafter become due to Lessor, and fourth, the balance, if any, to Lessee.
- 21. **OPTION TO RENEW.** Lessee is hereby granted an option to renew this lease for up to (3) three additional periods of twenty-five (25) years upon the same terms and conditions as the Initial Term. In order to exercise this option to renew, Lessee shall on or before sixty (60) days prior to the termination of this lease, serve upon Lessor a written notice of their intention to renew this lease.
- 22. **NON-WAIVER.** Waiver by Lessor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease, other than the failure of Lessee to pay the particular rental so accepted regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent of this Lease.

23. **SURRENDER OF POSSESSION.** Upon termination of this Lease, whether by lapse of time or otherwise, Lessee shall promptly and peacefully surrender Premises to Lessor. At the time of any such surrender of possession, Lessee shall have the right to sell the White House and any all improvements constructed, erected or otherwise placed upon the Premises by Lessee to a third-party purchaser acceptable to Lessor. In the event no such third party-purchaser is procured, ownership of such improvements shall pass to Lessor. Provided, ownership and the right of possession of any and all personal property located on or within any portion of the Premises shall remain with Lessee. **HOLDOVER.** If Lessee shall, with the written consent of Lessor, hold over after the expiration of the term of this Lease, such tenancy shall be a month-to-month tenancy, which may be terminated with thirty (30) days written notice by either party. During such tenancy the Lessee agrees to pay to Lessor an amount equal to 100% of the lease payment provided for herein, and to be bound by all terms, covenants and conditions of the Lease.
24. **TAX ON RENTAL.** The rent stated in paragraph 3 is exclusive of any sales, business and occupation, or any other tax based upon or measured by rents payable to Lessor hereunder. If during the Lease term any such tax becomes payable by Lessor to any governmental authority, the rent hereunder shall be deemed increased to net Lessor the same rent after payment by Lessor of any such tax as would have been payable to Lessor prior to the imposition of such tax. The foregoing does not apply to income, inheritance, gift or succession taxes payable by Lessor.
25. **NOTICES.** All notices under this Lease shall be in writing and delivered in person or sent by certified mail to Lessor's representative at the same place rent payments are made, and to Lessee at the Premises or such address as may hereafter be designated by either party in writing. Notices mailed shall be deemed given on the date of such mailing.
26. **COSTS AND ATTORNEYS' FEES.** If Lessee or Lessor shall bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease, including any suit by Lessor for the recovery of rent or possession of the Premises, the losing party shall pay the prevailing party reasonable attorneys' fees and costs in such suit.
27. **QUIET ENJOYMENT.** Lessor warrants that is has full right to execute and perform the Lease and to grant the estate demised herein, upon payment of rent by Lessee and upon Lessee's performance of all the covenants, terms and conditions Lessee shall peaceably and quietly hold and enjoy the Premises for the term hereby demised, without hindrance or interruption by the Lessor.
28. **CAPTIONS, CONSTRUCTION, and GOVERNING LAW.** The title to paragraphs of this Lease is for convenience only and shall have no effect upon the construction or interpretation of any part thereof. This Lease shall be construed and governed by the laws of the State of Idaho.
29. **LESSOR'S CONSENT.** Whenever Lessor's consent is required under the terms hereof, such consent shall not be unreasonably withheld.

30. **SUCCESSORS.** All of the covenants, agreements, terms and conditions contained in this Lease shall apply to and be binding upon Lessor and Lessee and their respective heirs, executors, and assigns.

31. **OTHER AGREEMENTS.** This Lease supersedes any and all other agreements whether written or oral which have or may have existed in the past between Lessor and Lessee.

32. **AUTHORITY.** Lessee warrants that he has all power and authority to enter into and execute this Lease and to perform the obligations of Lessee hereunder.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease Agreement on the date first above written.

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

LESSEE:
Museum of North Idaho, Inc.

By: _____
Steve Widmyer, Mayor

By: _____

Its: _____

ATTEST:

ATTEST:

Renata McLeod, City Clerk

By: _____

ACKNOWLEDGMENTS

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of July, 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 July, 2019, before me, a Notary Public, personally appeared _____, known to me to be the _____, of **Museum of North Idaho, Inc.**, and the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Notary Public for _____

Residing at _____

ANNOUNCEMENTS

Memo to Council

DATE: July 23, 2019

RE: Appointments to Boards/Commissions/Committees

The following reappointment is presented for your consideration for the August 6th Council Meeting:

SAMANTHA TUSKAN

CHILDCARE COMMISSION

A copy of the data sheet has been placed by your mailboxes.

Sincerely,

Amy Ferguson
Executive Assistant

cc: Renata McLeod, Municipal Services Director
Kelley Setters, Childcare Commission Liaison

Memo to Council

DATE: July 30, 2019

RE: Appointments to Boards/Commissions/Committees

The following reappointment is presented for your consideration for the August 6th Council Meeting:

RICHARD COLBURN, AIA

INTERNATIONAL BOARD OF APPEALS

An updated data sheet for Mr. Colburn has been requested.

Sincerely,

Amy Ferguson
Executive Assistant

cc: Renata McLeod, Municipal Services Director
Ted Lantzy, Building Official

CONSENT CALENDAR

**A CONTINUED MEETING OF THE
COEUR D'ALENE CITY COUNCIL
July 10, 2019**

The Coeur d'Alene City Council met in a continued session in the Coeur d'Alene Public Library Community Room, 702 E. Front Avenue, Coeur d'Alene, ID, 83814, on July 10, 2019, at 4:00 p.m., there being present upon roll call a quorum.

Steve Widmyer Mayor

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

CITY STAFF PRESENT: Troy Tymesen, City Administrator; Renata McLeod, City Clerk; Ted Lantzy, Building Inspector; Kenny Gabriel, Fire Chief; Bill Greenwood, Parks & Recreation Director; Lee White, Police Chief; Hilary Anderson, Community Planning Director; Mike Gridley, City Attorney; Tim Martin, Streets & Engineering Director; Bette Ammon, Library Director; Terry Pickel, Water Superintendent; Mike Anderson, Wastewater Superintendent; Melissa Tosi, Human Resources Director; and Vonnie Jensen, Comptroller.

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

BUDGET WORKSHOP: Troy Tymesen, City Administrator, explained that the goal of the workshop was to share the preliminary Fiscal Year 2019/2020 financial plan. He noted that the plan will be revised through August and come before the Council the first meeting in September. Currently there is a 2.8% unemployment rate, which is an indicator of a good economy as well as having a good building season, which is a big piece of the City's income. He noted that 83% of the City's expenses are personnel costs as the City is a service industry. Additionally, he noted that staff has worked hard to take one-time expenses out of Fund Balance.

Vonnice Jensen, Comptroller, noted two corrections to the draft financial plan document to include a title change noted as a half time Legal Assistant to a Deputy City Attorney, and the addition of \$53,000 for police radios.

She reviewed the proposed General Fund revenue source increases as follows; New Growth at \$402,945; and a proposed 3% property tax increase would be \$655,361; highway user , sales tax and liquor tax equals \$477,068 (as estimated by the State); prior years property tax collection at \$250,000; transfer from other funds of \$121,110; and interest earned at \$110,000, and \$81,414 increase from the General Fund's Fund Balance plus an additional \$53,000 for police radios. She noted that franchise fees were down

\$60,000 and Avista noted that less natural gas and electricity are being used due to energy efficiency standards.

Ms. Jensen reviewed the current tax levy and said that 3% would be \$655,361. She clarified that it would be a 3% increase to the City tax budget and not 3% on tax bills. The total amount they are proposing to levy is \$23,782,593. For the first time this year they added \$250,000 in collections of prior year property taxes which has been consistently collected, and does not affect the levy rate. She reviewed the history of the levied property tax amounts.

Ms. Jensen said that at the end of the last fiscal year the unassigned Fund Balance was \$9,799,963. The Government Finance Officers Association (GFOA) recommends at least 15%, and the City is at approximately 23%. The current fiscal year budget proposes to use \$3.7 Million for the payment of interest to the wastewater fund for the Atlas Mill purchase, the purchase of Sherman Avenue properties, use of Fund Balance for one time expenses and the movement to a Health Insurance Trust Fund. Therefore, the balance at the end of the year will be closer to \$6.7 Million, which would be 14%- 15%.

Ms. Jensen reviewed the personnel expenses compared to the increase in budgeted taxes, noting the total expenses are \$1,437,045 and the budgeted taxes are \$1,058,306 leaving a need of \$378,739. She outlined the expenses that will be budgeted through use of the Fund Balance equaling \$689,233, which are all one-time expenses. Councilmember McEvers asked if the cost of police technology can be spread over years. Chief White noted that request is a portion of what will be needed over many years and the police car radios need to be replaced as they are outdated. Councilmember McEvers asked if the Comprehensive Plan can be spread over two years. Ms. Anderson noted that they are using \$50,000 from the current year's budget and it makes more sense to fund up front the amount now due to the agreement with the Contractor, who can have uploaded expenses at the beginning of the project. Councilmember English noted that the Comprehensive plan is a priority project and he would not want it to be cut.

Ms. Jensen reviewed the staffing requests included in the budget including a part time position moving to full time and one wastewater collection operator and one school resource officer equaling 2.74 FTE.

Ms. Jensen noted that the 2020 taxable city valuation is estimated to be \$5,183,363,023 which is approximately \$681,000,000 over last year. The projected levy rate would be \$4.64/1,000. She reviewed several scenarios regarding property values and when they are valuation increase with and without a 3% property tax increase. She noted that a \$300,000 home with no increase in valuation with a \$4.97 levy rate would have a tax bill of \$994 annually and \$82.83/month. Versus the 2019 levy rate of \$4.51 would be an annual tax of \$902.00 and \$75.17/monthly.

Councilmember English noted that one of the factors affecting property taxes is that the homeowner's exemption has been capped at \$100,000 for many years and needs to get that to adjust upward.

Ms. Jensen reviewed the parking fund, including two transfers out ; one to the General Fund and the other to the Parks Capital Improvement Fund. She reviewed the capital costs requested to be paid out of these revenues. Fire Chief Gabriel noted that the Fire Department is working with the Tubbs Hill Foundation and will work on the hills' fire mitigation in the Spring. They can see the benefit of the burn incurred on the west side and agree that for the health of the hill the controlled burn will be most effective, and will take place over two days. The Department of Lands notes that the safest time to do burn will be early Spring after the Council reviews the plan. Councilmember McEvers asked about the septic tank item at the Harbor House. Mr. Greenwood noted that it is really a lift station, and it is just under capacity for the amount of use they are experiencing.

Mr. Tymesen noted that the high-water mark Resolution will be before the Council on Tuesday, July 16, 2019. Then at the first meeting in September the Council would set the final budget. He reiterated that this is the time to capture what the City is planning to spend and captured the revenue sources. Mayor Widmyer asked if the new growth number would change before the final budget. Ms. Jensen noted that the estimate comes from the County, and is likely to change before September.

DISCUSSION: Councilmember English noted that one item includes a decrease in the health costs is that due to the change to a Trust Fund system. Ms. Jensen noted that several people have opted out of the City's health plan, which lowers the cost and that there will be an approximately 1.5% increase in health costs. Councilmember Gookin noted the new narratives included within the budget and suggested more notes regarding the changes within the budget from the prior year would be helpful. Councilmember Gookin suggested an increase to impact fees and that street lights should not be underwritten by the general fund and that the fee should cover the costs for service. Mayor Widmyer noted that other cities have transferred the street light costs to property taxes and as the city moves into next year's budget the Council should discuss if it should remain a fee or not. Councilmember Gookin felt that the city should use Fund Balance to cover the \$370,000 need to purchase Police cars, drones, and needed equipment, as they are important public safety items. Chief White noted that they had originally made a budget request that included a drone and some patrol vehicles which they cut. They made the request so it didn't push needed items down the road as it will remain within their needs for the future years. Chief White explained that they have been allowed to use vacancy savings throughout the year to purchase vehicles, and could probably go one more year with that system. Councilmember McEvers noted that the Sheriff's Department is looking at leasing police cars, and wondered if the City was looking into that as well. Mr. Tymesen noted that he and Chief White talked about this open and there is no residual value at the end of its life, other than allowing you to keep payments going on and on, unlike loaders that have residual value. Councilmember English suggested using Fund Balance for the police cars. Mayor Widmyer noted that staff could add it in as an alternate for use of Fund Balance. Councilmember Gookin noted that the ignite Lake District will be closing and the City should plan for those funds so it lasts over time. Ms. Jensen noted that there are five-year capital plans behind each department's section of the financial plan. Mr. Tymesen clarified that they would need to raise the high water

mark no matter where the revenue comes from. Additionally, budget amendments can be made later such as in the case with police cars. Councilmember Miller questioned how solid the current five-year plans are. Mr. Greenwood noted that he has experienced changes mid-stream such as the planned Hawks Nest park being delayed as the developer still needs to sign the land over to City, which caused funds to be reallocated.

Councilmember Miller noted that the Library is seeking ways to moving programming around to pay for the Reference Clerk position that was removed. She also noted that she hopes that as community changes and grows that the City looks at its traditional services to determine if they can be sub-contracted. Councilmember Miller noted that she talked with Chief White about policies with growth and expansion of events around town and how to balance the department expenses. Councilmember Miller noted that she felt that the City needs a communication coordinator position, which can be contracted out.

Councilmember McEvers asked about sharing resources between wastewater, water and streets, as he notes departments end up renting backhoes, tractors, etc., and wondered if it would be practical to buy equipment to share amongst the departments. Mr. Martin noted that Water and Street Departments share equipment when they can; however, most of the time the other department is using their equipment daily. He also noted that it is very hard to keep a five-year plan, as most of his capital items cost \$250,000 or more and very easy to take out of the proposed budget, thus pushing it to the following year. Mr. Martin also noted that the used equipment funding works nicely and it does help to push expenditure to another year. Councilmember Gookin noted that it was obvious that staff did a lot of cutting and that he appreciates their hard work.

Mayor Widmyer encouraged the Council to continue their review and ask questions of staff before the September meeting.

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

The meeting adjourned at 5:02 p.m.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

JULY 16, 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, July 16, 2019 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

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

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

INVOCATION: Pastor Pace Hartfield with One Place provided the invocation.

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

PUBLIC COMMENTS:

Jerald Frank, Coeur d'Alene, spoke in support of the parking proposal on East Lakeshore Drive as he has had problems gaining access to his yard across the street. He noted that several years ago the City painted some cross hatches in front of the gates and it did not solve the problem of people parking in front of the gates. The property owners have had to put cones, bikes, or their own vehicles in front of the gates to protect the access. He encouraged the Council to approve the request.

Dick Barkley, Coeur d'Alene, noted that he lives on East Lakeshore Drive and spoke in support of the restricted parking at the gates in front of their properties.

Keith Boe, Post Falls, noted that he rents two office spaces within the city and would like to bring back free parking. He believes the parks have been given to the tourists, noting the signs in the parking lot say "thank you for visiting Coeur d'Alene." He does not believe in the use tax for parking at the parks and that citizens with below resources should not have to pay to park. Local citizens should not have to pay to visit public property. He believes the parking is too expensive for single moms or elderly people. Mr. Boe said that Diamond Parking is out of Seattle and has a financial incentive to write tickets. He encouraged free two-hour parking for Idaho residents.

City Administrator Troy Tymesen provided a link to the city's website with parking information and noted that the Parking Commission has been working on the parking plan for many years. The revenue from parking fees is used for maintenance of the parks and parking lots and will be used for one full-time position this fiscal year. He noted that paid parking has been around for a very long time and included the use of parking meters downtown. The fees were changed in February, at which time the fees to park within the McEuen lot were amended to \$1.00 per hour and at hour three the fees are the same. The addition of technology allows options for users to pay via phone and add funds via phone as needed. Mr. Tymesen presented a map of the downtown area parking demonstrating the free and two-hour free parking areas, including the new parking garage. The downtown area includes 2,268 public parking spaces and 1,334 have a free portion to it. There are 699 on-street stalls and 360 spaces at the new parking garage that provide two-free hours of parking. There are also 218 all-day free parking spots around the City Hall campus. He noted that city-owned vehicles have been moved from the campus overnight in order to open up more free parking after working hours. Councilmember Gookin said that with the public pressure, the City should consider other options and he would be in favor of reviewing the parking fee situation. Mr. Tymesen explained that this is the first year the parking garage is open and staff would like to see if it can meet the projections set within the budget, and that the monthly permits for the garage are sold out. However, the Parking Commission is open to a review of fees and performance of the program. Councilmember Gookin asked what it would take to restore the two-hour free parking at McEuen. Mr. Tymesen said that it would be a Council decision. Mayor Widmyer noted that paid parking began in the 1940's and it is an on-going review process through the Parking Commission, who will forward recommendations onto the City Council. The Mayor assured the audience that they will take all public comment seriously and that the item will go back to the Parking Commission for discussion.

Steve Peak, Coeur d'Alene, asked for clarification regarding handicap parking rules. Mayor Widmyer noted that parking is free in any lot at any time for those with a display. Mr. Tymesen also noted that those with a handicap placard can park in any spot, not just the ADA signed stalls.

Skyla Stamsos, Coeur d'Alene, noted that fees are not the only problem as she believes there has been so much change within the community that she doesn't feel heard or treated just and fair. Adaption to change has to happen so fast and she cannot enjoy things the same way as when she was a kid. She noted that she cannot walk with kids so far for the free parking and she cannot afford to park close.

Richard Price, Coeur d'Alene, noted that a complaint he heard is that residents want to get down to the park for lunch or take a walk using less than two hours and they do not want to pay for it because they already pay taxes. He noted that there are no easy answers. He has compassion for the citizens and wonders how to make that happen, since when you make it free parking, everyone will park there and there will not be any stalls left.

Cambria Ramston, Coeur d'Alene, said that the available 2-hour parking is directly in the downtown and people using it are shopping and not attending the park. The stalls are taken up with shoppers and City Hall is a long distance to walk and a deterrent. People parking within a neighborhood causes more issues for the residential streets. She noted that there is not a lot of

parking near the lake itself and said that she used to come down after work for 30 minutes and now does not due to the cost. She does not believe the City Hall lot is convenient.

Gretchen Dunham, Hayden, said that she has lived in the area for 23 years. She and many other people hike Tubbs Hill and it will now cost them \$40.00 if they go 5 times a week. She noted that she sees older people using the Hill around 6:00 a.m. and is concerned they will no longer use the Hill, due to the cost. Mayor Widmyer said that parking is a financial issue, and is a user fee. There is an increasing demand for parking, costs for maintenance have increased and now it is a discussion of having to pay for costs by increasing property taxes or charging a user fee. He clarified that East Tubbs Hills has a free parking lot for its users. The Mayor noted that there is still a lot of available parking and times when it is full and times when it is not, so it may never be perfect, but the City has gone to great lengths to create more free parking stalls. They have asked employees to park off campus, which created 33 more spots open for citizens and they will continue to study the issue. Ms. Dunham explained that she worries about the slippery slope of more increased fees. Mayor Widmyer noted that the city has a very nice park system and, as they age, they need maintenance and it is a question of revenue and how to best pay for those items. Ms. Dunham stated that years ago she voted for the park system, and if it was known that parking was not going to be free, she would not have agreed to it.

Tracy Baler, Coeur d'Alene, said that she has personally been impacted by the parking situation. When they built McEuen Park, many were opposed to it and there was doubt about the upkeep of the park and increases in future taxes. She noted that she understands the cost but the community was assured the park would be maintained under the current budget. On the 4th of July she came down to visit friends at 4:30 p.m. and all the roads were blocked to NIC that contains free parking, and the ramification is that cars were parked all along the residential streets just north of downtown. A friend, who is an amputee, could not find parking nearby and could not walk down. She noted that a lot that had parking for \$20.00 was almost empty, even at 8:00 pm. She said that she volunteers for the Ironman race, and arrived on that day to do her service and found \$15.00 event parking and the lot was virtually empty as people parked in the residential neighborhood. She also noted a concern about Diamond Parking receiving a percentage of the ticket revenue. She would like to see something like the state parks system does by offering an annual permit. She also suggested that fees could be enacted from Memorial Day to Labor Day and then exempt thereafter.

Councilmember Miller asked for clarification regarding what was paid to Diamond Parking. Mr. Tymesen explained that in the event of a violation, if the fine is not paid after 14 days, then Diamond gets 35% of the violation and if it goes into collection they do not get the 35% as there is a fee above the ticket price that gets added on to the collection process.

Roger Garlock, Coeur d'Alene, said that he supports Councilmember Gookin's comment seeking support from his peers now rather than kicking it down the road. Councilmember Gookin asked Mr. Tymesen what the next steps are. Mr. Tymesen explained that the input would go to the Parking Commission and they will look at the new parking garage expenses and revenues and expenses throughout the parking system. Councilmember Gookin said that he concurred it should be vetted at the Parking Commission. Mr. Garlock said that locals feel isolated from downtown and not wanted downtown. He also felt fees would have a domino effect in that at

some point there will be a charge in those parts that are currently free. He is concerned with the idea of studying the issues and moving things down the road rather than dealing with it now.

Mayor Widmyer asked Councilmember McEvers about the promise of free parking, as he was on the Council when the McEuen Park discussions took place. Councilmember McEvers noted that the only promise was in regard to free boat parking, and clarified that the current Council cannot bind future councils in stating that it would be free forever. Councilmember Gookin concurred that government cannot promise something in the future that would bind future Councils.

Councilmember Miller asked if there was a current way to track if the lots are being used by more tourists than locals. Mayor Widmyer said that the license plate reading technology will be able to track that data; however, it is not in place at this time. Councilmember English said that he is the liaison to the Parking Commission and noted that they have spent many years researching before making the recommendations and it is never a finished product. He assured the audience that he will make sure the Parking Commission is aware of the comments. He also noted that he was born here and grew up here and finds the City Hall lot just as close as the main lot. He also works for the Area Agency on Aging and works with the disabled community and is tuned into the issues and agrees it is a balancing act. Also, he concurs that when a government can charge a user fee rather than raising taxes they should, and that there are tradeoffs.

Trish Meltzer, Coeur d'Alene, said that she looks at this differently, as she is a former appraiser and sees problems. In regard to the free parking, she noted that people in her age group are not going to walk four or five blocks to shop or go to a restaurant. The 2-hours is good if you want to shop or have a meal, but you cannot do both as it is not a long enough timeframe. Last week she was downtown and paid approximately \$25.00 as she parked at Independence Point. She felt it was easier to go other places, such as Riverstone and Hayden. She noted that, as an older person, she will not use the parking garage.

Michael Browning, Coeur d'Alene, said that he grew up in Seaside, Oregon, and noted that they have an abundance of free parking, but he is not sure how they do it. In 2014 he attended a Halloween cruise, and thought parking was included, but afterward found a ticket on his windshield. On July 4, 2016 he was scheduled to run in the parade with veteran's group after recovering from a femur injury and he had to park at NIC and walk to the parade staging area. He noted that he owns a roadside assistance company and has had issues with Diamond Parking in city lots, such as telling him to hurry with dead batteries and locked keys in car. He feels the City should have two free hours at McEuen or have Kootenai County resident plates be exempt.

Steve Adams, Coeur d'Alene, said that he agrees with the prior testimony, and hates to see fees go up. There is tremendous growth that is economically good, but bad for infrastructure. He feels that the revenue from building permits from new residences should be good enough to cover parking. He does not agree that a Washington company should take their dollars for fees and does not believe there are no local or Idaho-based businesses to do enforcement.

Mr. Tymesen said that the City is regulated by state law in regard to soliciting bids. In 2015, when the City followed the state required bid process, Diamond Parking was the only bid received. He noted that there are not a lot of companies that perform parking services, and that

there is one Boise company that did not bid. Mayor Widmyer explained that he is an accountant so he looks at numbers and said that Diamond takes about 25% of the gross, which includes their payment of labor and repairs to machines, and that they do employ local people. He said that it is a “Catch-22” as he would love to have all dollars stay here and clarified that it would be more expensive for the City to manage it themselves.

Tom Morgan, Coeur d’Alene, summarized that what he is hearing in the room is a feeling of frustration that the parking increase is one more stab when looking at cost of living increases, and that when local children grow up they cannot afford to buy a home. He feels like the City is more concerned with any person driving into town that can afford a house rather than those who cannot afford it. Mr. Morgan said it is an emotional issue and now the park is out of grasp for the community. He noted that people remember how you make them feel and this feels like another stab to those who have been here forever.

Susan Crowe, Coeur d’Alene, said that she has lived here for 20 years and has seen a lot of changes. She expressed frustration with all the complaints heard tonight and said that she understands a parking problem for people with disabilities and children. However, she comes down to the area a lot and is almost 68 years old and believes there have been fantastic improvements and more parking than ever before. And there is free parking all around City Hall and Coeur d’Alene is one of the few towns she knows that still has free parking, and free parking along all the streets downtown. She feels that the city has been accommodating with parking, while still having to pay for the facilities. She noted that McEuen Park is used more now than it ever was. She noted the diversity of people using every part of the park which she believes speaks to how beneficial and beautiful the park is. The area is growing and tourists bring a lot of money to town and they have to deal with it.

Marty Sandford, Hayden, said that he has lived here for four-years when he moved from Boise. He believes that in the future there will be more growth and one thing that excited her when moving here was the skateboard park for kids. She encouraged the City to continue to think ahead for the youth and do not price them out of the use within the area.

Carrie Westbrook, Coeur d’Alene, said she has lived here for four-years and previously lived in Sandpoint. She noted that the City of Sandpoint got rid of Diamond Parking. She expressed concern with the license plate recognition as she still has Bonner County plates and if the city is going to use plate recognition for statistics, they should consider that others may live here but have a different County plate.

Andrew Starbird, Coeur d’Alene, said that he has two kids under the age of three. The kids are very active and he loves the use of the park. A lot of people say that the parking increase of one dollar is just a dollar; however, they live on \$150.00 a week for groceries and it makes a difference. The parking structure is great, but he would be for moving the free parking to McEuen and charging at the parking garage. He said that he would not want his wife to walk four blocks from the parking garage with two children. Additionally, he believes the outcry is for use in evenings and off-peak times. He also believes the fee increase is a slippery slope of future increases.

Chantel Daily, Coeur d'Alene, explained that she visited Coeur d'Alene many times before she moved here and believes Coeur d'Alene is a living dream. The sincerity of the locals drew her into moving here. She was excited to not have to pay for parking, in contrast to where she came from. The parking passes already being purchased is an indicator of those that are willing to pay to park. She believes a lot of locals are feeling a disconnect, and spelling the name of the town wrong on the parking lot sign was very upsetting. Progress is difficult and hard and she thinks locals would like to feel more in control of the progress and feels that the community is losing the heart of what it is during the four months of heavy tourism each year. She believes there needs to be a connection point from government to the citizen.

Councilmember Miller clarified that Diamond Parking corrected the misspelling on the sign within 6-hours and that Diamond Parking was mortified by the sign vendor's mistake.

Councilmember English said that a lot of what is being expressed is the effect of growth. Some of that the City can deal with and control and some of it is out of the City's control, such as housing prices.

Christina Gomez, Coeur d'Alene, asked if the new structure is owned by the City or privately owned. Mayor Widmyer clarified it is owned by the City. Ms. Gomez asked if there is any intention to charge for parking at the new garage? Mayor Widmyer clarified rates and noted that there are two hours free and there is no desire to change that at this time. Councilmember Miller clarified that it does not mean the rates stay in place forever as other Councils can change it.

Hailey Burgman, Coeur d'Alene, noted the discussion regarding recognizing Kootenai County license plates, and said that there are state park system stickers and she would like the Parking Commission to look at that idea and base it as a flat fee. If over two hours, you would still get a ticket or pay for parking. Mayor Widmyer noted other places have some sort of residency proof and stickers and could be looked at by the Parking Commission.

Dan Geiger, Spokane, said that he represents Diamond Parking and has worked with City of Coeur d'Alene for 30 years and believes it does an excellent job in how it runs a city compared to others he sees and does an excellent job managing parking resources. Diamond Parking has been in business for 97 years, and is a Seattle-based company founded in 1922 and operating in about 40 cities, and has had a chance to see how other cities operate. The contract is a public record and they do not get an incentive for writing tickets. It is a neutral rate intentionally with no bonus for writing tickets. Some folks said they do not feel welcome and his experience out of thousands of people that park at that lot is that they do feel welcome and happy to pay. People who do not feel welcome are the ones that do not want to pay based on two hours free for many years. Mr. Geiger noted that their company goes to the Parking Commission meetings and have gone out of their way to ensure 2-hour free parking, which is not as convenient as it once was and the City has gone to great lengths to do that.

Keith Boe, Coeur d'Alene, asked if the City could verify the contract regarding compensation for issuing tickets. Mr. Tymesen explained that there is \$1.00 received within the first 14 days of issuance of the ticket and after 14 days Diamond receives 35% of charges. The increase is based on the mailings and work toward the collection.

Shelley Porsche, Coeur d'Alene, expressed that she did not think it was fair to send a parking ticket to Chapman financial for collection. She asked where the revenue for Live after Five events go. The Mayor explained that is a private event, and the City receives a rental fee that goes into the Parks Department. Ms. Porsche asked what would happen to the free parking if the "white house" moves. She noted that her elderly mom does not come downtown anymore because one has to use a cell phone for parking and she does not operate a smart phone. She suggested the City offer validation like the Resort. She questioned the items being funded through the Parking Fund revenue.

Michelle Dudley, Coeur d'Alene, thanked the City for answering questions tonight and thanked Councilmember Miller for putting facts out there. She questioned how long it would be before Riverstone Park is fee-based. Short-time, two-hour parking for locals to see a fabulous park would be beneficial. She expressed her hope that they are not going to be the next Spokane with inflated rates.

The Mayor thanked everyone for taking time to give comments, and noted that they have been captured in the minutes and encouraged folks to communicate with the City if they did not give comments tonight.

RECESS: The Mayor called for a 5-7-minute recess at 7:57 p.m. The meeting resumed at 8:06 p.m.

HEALTH CORRIDOR UPDATE PRESENTATION: Ben Weymouth with TO-Engineers provided an update regarding the Health Corridor planning. He noted that they recently completed a community engagement survey and had 105 responses. Some examples of items rated high by the survey participants include safe crossing of Highway 95 and Northwest Boulevard; mixed-use development; availability of parking and sidewalk linkages. Additionally, they held three evening design charrettes that combined input points to come up with a final draft on the final night of the charrettes. Major items discussed included a bridge over the freeway to provide north/south traffic options, as well as right-ins and right-outs at Ironwood and free flow traffic points to aid in traffic congestion. The group talked about straightening out Ironwood and its "s" curve. Many items have details that need to be reviewed and discussed, such as the Fourth Street connection concept and freeway entrance/exits. Mr. Weymouth presented a drawing of the study area and outlined the next steps in the process to include the finalization of the economic feasibility study and master planning efforts.

Councilmember Gookin asked if there was discussion involving public transportation. Mr. Weymouth said they have not talked about hospital-specific public transportation but will continue to talk to the public transportation services and multi-module transportation. Councilmember Gookin suggested that they include bike lanes in the planning efforts. Mr. Weymouth noted a cycle track style lane. Councilmember McEvers asked about straightening out Ironwood and how that would affect Peak Fitness. Mr. Weymouth said there is room but it would be close, and they will be looking at that sort of detail next. Councilmember McEvers asked if there was a model from another similar hospital project with details as to how it happens, how things are moved, and who pays. Mr. Weymouth noted that he did not have

specific knowledge but others on the design team do this for a living and there are multiple examples across the country. Mayo Clinics are held as an example to emulate. Councilmember Gookin asked at what point will financial information be provided. Mr. Weymouth noted that the economic feasibility study is underway and the two paths are coming together and those will be a joint implementation plan presented to the Council at the 90% draft point.

POLICE VICTIM VIDEO PRESENTATION: Police Chief Lee White said that they recently completed a crime victims video public service announcement with the professional assistance of Jeff Crowe and Andy Finney. He noted that they hired the Victim Advocate 9 months ago and they have already provided 477 different services that would have otherwise not been available. Chief White thanked the Mayor and Council for support of the program, and noted that the grant was awarded late last year and is currently up for renewal. He believes it has been a very successful program. Councilmember McEvers said that when he first saw the video, he was very moved by it and it made him more aware of those problems in our community.

COUNCIL ANNOUNCEMENTS:

Councilmember Miller said that there will be an open house tomorrow in the Library Community Room from 1:00 to 3:00 p.m. to discuss the Atlas Waterfront property with developers.

Mayor Widmyer requested the appointment of Christie Wood, Jim Lien, and Mike McDowell to the Parks and Recreation Commission and Iris Siegler to the Childcare Commission.

MOTION: Motion by Edinger, seconded by McEvers to appoint Christie Wood, Jim Lien, and Mike McDowell to the Parks and Recreation Commission and Iris Siegler to the Childcare Commission. **Motion carried.**

CONSENT CALENDAR: **Motion** by McEvers, seconded by English, to approve the Consent Calendar, including **Resolution No. 19-026.**

1. Approval of Council Minutes for the July 2, 2019 Council Meeting.
2. Approval of Bills as Submitted.
3. Approval of Financial Report.
4. Setting of General Services and Public Works Committees meetings for Monday, July 22, 2019 at 12:00 noon and 4:00 p.m. respectively.
5. Setting of a Public Hearings:
 - a. August 6, 2019 for V-19-02 - Vacation of a portion of Hanley Avenue right-of-way adjoining the north boundary of Lots 1 - 4, Block 1, Hern Industrial Park and Tax Number 21582 in the City of Coeur d'Alene
 - b. August 20, 2019 – O-1-19 Proposed Amendment to Chapter 17.06, VII. Accessory Use Regulations, Sections 17.06.650 through 17.06.670 of Title 17, Zoning
6. Approval of a Cemetery Lot Transfer from Frank and Donna Favor to Vonnie A. Favor, Niche NCD, Lot 23, Forest Cemetery Annex (Riverview)
7. **Resolution No. 19-026** - Approval of SS-19-05, Charlie's Landing: Final Plat, Subdivision Improvement Agreement & Security Approval.

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

RESOLUTION NO. 19-027

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING A NOTICE OF TIME AND PLACE OF PUBLIC HEARING OF THE PROPOSED BUDGET FOR FISCAL YEAR 2019-2020, AND INCLUDING PROPOSED EXPENDITURES BY FUND AND/OR DEPARTMENT, AND STATEMENT OF THE ESTIMATED REVENUE FROM PROPERTY TAXES AND THE TOTAL AMOUNT FROM SOURCES OTHER THAN PROPERTY TAXES OF THE CITY FOR THE ENSUING FISCAL YEAR AND LISTING EXPENDITURES AND REVENUES DURING EACH OF THE TWO (2) PREVIOUS FISCAL YEARS, AND PROVIDING FOR PUBLICATION OF THE SAME.

WHEREAS, it is necessary, pursuant to Idaho Code 50-1002, for the City Council of the City of Coeur d'Alene, prior to passing the Annual Appropriation Ordinance, to list expenditures and revenues during each of the two (2) previous fiscal years, prepare a Budget, tentatively approve the same, and enter such Budget at length in the journal of the proceedings and hold a public hearing; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the following be and the same is hereby adopted as an Estimate of Expenditures and Anticipated Revenue of the City of Coeur d'Alene for the fiscal year beginning October 1, 2019:

	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20
	ACTUAL	ACTUAL	BUDGET	PROPOSED
GENERAL FUND EXPENDITURES:				
Mayor and Council	232,306	247,765	264,838	264,838
Administration	382,626	349,057	320,169	216,643
Finance Department	1,139,676	1,057,912	1,182,771	1,196,576
Municipal Services	1,644,861	1,788,610	1,881,130	1,818,772
Human Resources	281,626	279,448	387,110	400,097
Legal Department	1,196,573	1,206,832	1,231,937	1,290,632
Planning Department	553,387	640,177	727,982	972,623
Building Maintenance	453,913	488,630	552,832	675,767
Police Department	13,165,412	13,585,672	14,557,464	15,995,975
Drug Task Force	13,097	27,676	100,000	
Police Department Grants	210,860	83,024	115,292	
Fire Department	12,575,064	10,147,902	10,047,296	10,567,453
General Government	1,614,877	1,578,274	86,850	125,750
Streets/Garage	4,538,448	4,471,271	4,926,544	5,034,745
Parks Department	2,092,225	2,120,552	2,301,573	2,495,776
Recreation Department	599,770	748,484	762,423	761,549

Building Inspection	959,708	878,822	960,120	962,737
TOTAL GENERAL FUND EXPENDITURES:	\$ 41,654,429	\$ 39,700,108	\$ 40,406,331	\$ 42,779,933
	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20
	ACTUAL	ACTUAL	BUDGET	PROPOSED
SPECIAL REVENUE FUND EXPENDITURES:				
Library Fund	1,563,835	1,628,119	1,724,388	1,785,766
Community Development Block Grant	111,746	145,382	408,854	597,467
Impact Fee Fund	1,101,900	515,319	521,500	360,000
Parks Capital Improvements	195,569	1,710,251	131,500	564,500
Annexation Fee Fund	193,000	398,240	286,000	99,000
Cemetery Fund	319,703	305,729	389,955	369,627
Cemetery Perpetual Care Fund	156,534	156,141	207,000	191,500
Jewett House	15,429	11,998	30,955	28,853
Reforestation/Street Trees/Community Canopy	3,392	101,472	110,000	111,000
Arts Commission	76,675			
Public Art Funds	88,712	176,117	348,500	369,300
TOTAL SPECIAL FUNDS:	\$ 3,826,495	\$ 5,148,768	\$ 4,158,652	\$ 4,477,013
ENTERPRISE FUND EXPENDITURES:				
Street Lighting Fund	658,543	688,247	650,050	706,000
Water Fund	7,771,847	8,714,812	12,197,334	14,621,311
Wastewater Fund	19,609,963	21,470,818	19,759,659	16,672,037
Water Cap Fee Fund	205,902		1,700,000	3,900,000
WWTP Cap Fees Fund	596,206	620,850	1,000,000	1,250,000
Sanitation Fund	3,291,781	3,829,307	4,154,083	3,959,644
City Parking Fund	603,382	787,125	289,880	1,375,011
Drainage	899,681	1,028,625	1,799,624	1,821,546
TOTAL ENTERPRISE EXPENDITURES:	\$ 33,637,305	\$ 37,139,784	\$ 41,550,630	\$ 44,305,549
FIDUCIARY FUNDS:	2,790,838	2,974,754	2,961,960	3,250,041
STREET CAPITAL PROJECTS FUNDS:	3,359,601	416,590	731,000	1,611,812
DEBT SERVICE FUNDS:	931,104	1,379,681	876,931	878,932
GRAND TOTAL OF ALL EXPENDITURES:	\$ 86,199,772	\$ 86,759,685	\$ 90,685,504	\$ 97,303,280
ESTIMATED REVENUES:	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20
	ACTUAL	ACTUAL	BUDGET	PROPOSED
Property Taxes:				

General Levy	19,353,373	19,756,440	19,906,067	20,910,045
Library Levy	1,562,216	1,617,578	1,689,288	1,743,616
Fireman's Retirement Fund Levy	250,000	250,000	250,000	250,000
2006 and 2008 G.O. Bond Levy	894,420	899,949	876,931	878,932
TOTAL REVENUE FROM PROPERTY TAXES:	\$ 22,060,009	\$ 22,523,967	\$ 22,722,286	\$ 23,782,593
	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20
	ACTUAL	ACTUAL	BUDGET	PROPOSED
ESTIMATED OTHER REVENUES:				
Interfund Transfers	3,620,599	4,805,617	6,294,930	8,865,140
Beginning Balance	42,806,074	43,480,736	23,418,751	25,335,773
Other Revenue:				
General Fund	17,161,734	18,222,417	16,964,034	17,795,224
Library Fund	35,173	54,183	35,100	19,150
Community Development Block Grant	111,745	145,382	408,854	597,467
Parks Capital Improvement Fund	172,301	1,927,396	164,000	178,248
Cemetery	182,200	187,951	187,000	187,488
Annexation Fee Fund	458,526	189,923	1,000	80,000
Impact Fee Fund	840,271	1,068,853	870,000	885,000
Cemetery Perpetual Care Fund	3,563	(6,252)	20,000	50,000
Jewett House	16,964	24,515	16,000	19,000
Reforestation	91,829	77,010	3,000	6,000
Street Trees	5,521	6,633	84,250	83,000
Community Canopy	2,664	1,195	2,000	2,000
Public Art Funds	118,193	134,145	104,000	104,000
Street Lighting Fund	531,082	538,295	558,152	575,000
Water Fund	6,060,777	6,446,295	7,891,619	6,277,400
Wastewater Fund	9,788,926	10,662,775	14,930,251	11,550,767
Water Capitalization Fees	1,087,709	1,298,519	1,000,000	1,250,000
WWTP Capitalization Fees	1,931,112	2,842,234	1,360,000	1,300,000
Sanitation Fund	4,131,448	4,258,138	4,211,000	4,330,000
City Parking Fund	525,574	632,034	496,566	748,475
Drainage	1,043,326	1,053,884	1,032,088	1,045,329
Fiduciary Funds	2,319,688	2,801,500	2,728,500	3,024,800
Capital Projects Fund	2,082,853	431,164	142,500	804,500
Debt Service Fund	13,731	15,302		
TOTAL REVENUE OTHER THAN PROPERTY TAXES:	\$ 95,143,583	\$101,299,844	\$82,923,595	\$ 85,113,761
SUMMARY:	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20

	ACTUAL	ACTUAL	BUDGET	PROPOSED
PROPERTY TAXES	\$ 22,060,009	\$ 22,523,967	\$ 22,722,286	\$ 23,782,593
OTHER THAN PROPERTY TAXES	95,143,583	101,299,844	82,923,595	85,113,761
TOTAL ESTIMATED REVENUES	\$ 117,203,592	\$123,823,811	\$105,645,881	\$108,896,354

STAFF REPORT: City Comptroller Vonnie Jensen noted that the proposed resolution sets the public hearing date and the high dollar amount (\$97,303,280) in expenditures for the 2019-2020 Fiscal Year Financial Plan (Annual Appropriation). The financial plan is an estimate of revenues and expenditures for the upcoming year. The expenditures are classified by department, as well as by fund or service, and the revenues are classified by source. Included in the budget as per Idaho Code 50-1002 are actual revenues and expenditures from the prior two fiscal years, budgeted revenues and expenditures for the current fiscal year, and proposed revenues and expenditures for the upcoming fiscal year. Ms. Jensen began with a list of what was already cut from the first proposed budget, those cuts equaling \$744,971. The revenue includes a 3 percent increase in property tax revenue (\$655,361), new growth from property taxes (\$402,945), but no foregone property taxes are being requested. She reviewed the prior year's new construction impact. The current Fund Balance is \$9,799,963, which is 24 percent of expenses. She clarified that several expenses will be paid out within this fiscal year, bringing the year-end Fund Balance to \$5,772,195 at September 30, 2020. Ms. Jensen noted that over the past ten years the Fund Balance has ranged from 12 percent to 24 percent. This year, staff is recommending capital items be funded through the Fund Balance (in the amount of \$1,000,573). She noted that the proposed budget includes an additional 2.74 full-time employees (FTE), with a cost of \$187,130. Additionally, Ms. Jensen reviewed the estimated levy rate for 2019 (including the 3% property tax) at \$4.64 compared to 2018 at \$5.51 and provided an example of the impact to a house valued at \$300,000 showing an increase of \$29.82 per year. However, if the property had no increase in valuation the cost would be a decrease of \$66.00 per year. She reviewed the capital expenses that will be paid out of the Parking Fund. Highlights include a turf vehicle, pick-up truck, Ramsey Park irrigation system, and Tubbs Hill wildfire mitigation. Ms. Jensen reiterated that the highwater mark resolution sets the highest a Council can set the budget in September but it can be lowered.

DISCUSSION: Councilmember Edinger asked where the funding was for Person Field development. Mr. Greenwood explained that it was not budgeted this fiscal year but is on the long-range plan, as the restrooms and ADA elements are very expensive. Councilmember Gookin noted that he does not like increasing taxes; however, he will be voting yes to this item.

MOTION: Motion by McEvers, seconded by Edinger to authorize **Resolution No. 19-027**, Setting the preliminary budget for Fiscal Year 2019-2020 and scheduling a public hearing for September 3, 2019.

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

Mayor Widmyer recused himself for this item, due to a conflict of interest.

REQUEST FOR RECONSIDERATION OF DECISION REGARDING SP-1-19

STAFF REPORT: City Attorney Mike Gridley explained that the City received a request from Terry Godbout to reconsider its decision on the June 4, 2019 appeal hearing for SP-1-19. He explained that the request for reconsideration does not raise any new issues of fact or law that were not previously raised and considered at the June 4, 2019 public hearing on the appeal. Therefore, he recommends that the request for reconsideration be denied.

DISCUSSION: Councilmember Gookin asked for clarification regarding an e-mail received by the parties regarding other requests for reconsideration moving forward, while this one is not recommended to move forward. Mr. Gridley explained that another request for reconsideration, on another item, was received by the City recently. There was a misstatement that it was moving forward and at this time it is being reviewed and will be brought forward to the City Council at a later date to determine in the same manner as this request. Mr. Gridley stated that this is not being recommended to be reconsidered as Mr. Godbout references the same reasons as previously given at the hearing. Councilmember McEvers stated that he does not remember this type of request coming up in the past. Mr. Gridley explained that the state legislature added this language to the code in 2016, which makes sense if a commission makes a mistake, then there is an avenue to reconsider and hold a new hearing. Councilmember Miller asked if the statute states that the purpose has to be included in the request. Mr. Gridley clarified that it requires the requester note specific deficiencies, which they said were the same ones already presented. Mr. Gridley explained that the Council's decision is to determine if they want to reconsider their position or not based on the information provided. Councilmember Miller asked if the Council would still need to be definitive that they disagree with a Planning Commission finding in order to reverse the decision. Mr. Gridley explained that the Council could say that they changed their mind, or could vote to re-hear the hearing and would have to make findings different from the Planning Commission. Councilmember Miller said that she believes the Council reaffirmed the Planning Commission findings on June 4, 2019 and no new evidence was presented.

MOTION: Motion by Miller, seconded by Edinger, to deny the request for reconsideration of decision regarding SP-1-19 as no new evidence was presented. **Motion carried.**

RESOLUTION NO. 19-028

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ESTABLISHING A PROCESS TO CREATE NO PARKING ZONES IN FRONT OF EACH YARD GATE ON THE SOUTH SIDE OF EAST LAKESHORE DRIVE BETWEEN 11TH STREET AND 15TH STREET.

STAFF REPORT: Mr. Gridley explained that the properties on East Lakeshore Avenue between 11th and 15th Streets are unique because the waterfront portion of the properties are separated by a City street. Therefore, property owners can only access the water-front property for lawn maintenance and other personal use from gates located along East Lakeshore Drive. These south side of the street properties have allowable on-street public parking. However,

when people park in front of the access gates to the private waterfront property it creates a problem for the property owners to get lawnmowers, wheel barrows, etc. on to their property. Residents of this portion of East Lakeshore Drive have requested that “No Parking” be painted on the street in an approximately 4 foot by 6-foot box in front of their gates. The effect would be similar to the City’s parking ordinance that prohibits parking in front of a private driveway. There would be a minor expense to paint “No Parking” on the street. The City would enforce the violations as they do other parking violations. He suggested the program require the property owners to contact the Street & Engineering Department in writing and designate one access point to be marked. The Resolution would help to eliminate an ongoing source of contention, confusion, and inconvenience for the property owners trying to access their property and citizens parking on East Lakeshore Drive.

DISCUSSION: Councilmember Gookin asked if the enforcement would be through Police or through the Citizens on Patrol program. Mr. Gridley said that it could be Police or Code Enforcement as he is not sure about the Citizens on Patrol program. He noted that council’s action would provide the code to make it legally enforceable.

MOTION: Motion by Edinger, seconded by McEvers, to approve **Resolution No. 19-028**, Establishing “No Parking” in front of yard gates on the south side of East Lakeshore Drive between 11th Street and 15th Street.

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

LEGISLATIVE HEARING FOR A-3-19 -A PROPOSED 6.125 ACRE ANNEXATION FROM COUNTY RURAL INDUSTRIAL TO R-1 ZONING DISTRICT; LOCATION: 4176 E. POTLATCH HILL ROAD; APPLICANT: VIRGINIA TATE.

STAFF REPORT: Senior Planner Sean Holm explained that the applicant Virginia Tate is requesting annexation of 6.125 acres zoned from County Rural Industrial to City R-1 (Residential 1 unit/acre) zoning on the property located at 4176 E. Potlatch Hill Road. Mr. Holm noted that this request has been filed in conjunction with a short plat application to subdivide the property into 4 parcels. He explained the past water line easements and water service to the Armstrong Park area and the Hillside Ordinance regulations that would apply. Mr. Holm noted that there are four findings required for the 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. He presented the surrounding zoning, land uses, and applicable Comprehensive Plan objectives and provided staff input regarding the finding categories including traffic.

PUBLIC TESTIMONY:

The City Clerk swore in the applicant before testimony was given.

APPLICANT: Peter Smith noted that he was the applicant's representative. The staff report and ordinances confirm that the annexation should be approved. It is a low impact annexation and would add some fire suppression to the area. He noted that there is a settlement agreement included in the packet and asked that the annexation be approved.

Closed public comment.

MOTION: Motion by Gookin, seconded by Edinger to approve A-3-19 -A proposed 6.125 acre annexation from County Rural Industrial to R-1 zoning district; Location: 4176 E. Potlatch Hill Road; Applicant: Virginia Tate, to direct staff to negotiate an annexation agreement, and to develop the necessary Findings and Order.

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

RESOLUTION NO. 19-029

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING AN ANNEXATION AGREEMENT [A-3-19] WITH VIRGINIA L. TATE, FOR THAT PORTION OF HER PROPERTY NORTH OF E. POTLACH ROAD AND E. SKY HARBOR DRIVE, MORE PARTICULARLY DESCRIBED IN THE AGREEMENT.

MOTION: Motion by Gookin, seconded by English to approve **Resolution No. 19-029**, Annexation Agreement with Virginia Tate for the annexation of 6.125 acres at 4176 E. Potlatch Hill Road to be zoned from County Rural Industrial to R-1 zoning district.

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

COUNCIL BILL NO. 19-1007

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 19, 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.

MOTION: Motion by Gookin, seconded by McEvers, to dispense with the rule and read **Council Bill No. 19-1007** once by title only.

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

MOTION: Motion by Gookin, seconded by McEvers, to adopt **Council Bill 19-1007**.

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

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

The meeting adjourned at 9:16 p.m.

ATTEST:

Woody McEvers, Council President

Renata McLeod, City Clerk



**GENERAL SERVICES COMMITTEE
MINUTES**

July 22, 2019

12:00 p.m., Library Community Room

COMMITTEE MEMBERS

Councilmember Ron Edinger, Chairperson
Councilmember Dan Gookin
Councilmember Amy Evans

STAFF

Juanita Knight, Senior Legal Assistant
Kyle Marine, Water Assistant Superintendent
Sgt. Shane Avriett, PD
Seal Holm, Senior Planner
Randy Adams, Deputy City Attorney
Troy Tymesen, City Administrator
Hilary Anderson, Planning Director
Terri Pickel, Water Superintendent
Tim Martin, Street and Engineering Director

***THE FOLLOWING ITEMS ARE ACTION ITEMS:

Item 1. Approval of Agreement with Sonray Enterprises for construction of a new water transmission main on Hedberg and Boyd Avenues.

(Agenda)

Kyle Marine, Water Assistant superintendent, is requesting Council approve a contract with Sonray Enterprises for construction of a new water transmission main extending from the Elm Street Booster Station to a connection point at N 23RD Street. Mr. Marine noted in his staff report that the Elm Street Booster Station currently serves over 600 customers from Stanley Hill to Fernan Hill and everything in-between. The booster station has 3 pumps that are running at a maximum capacity of 1720 GPM. The connections in this zone have exceeded the established capacity of the booster station and Stanley Hill Storage Tank. If there is any significant amount of water usage in the boosted zone, either for fire flow or peak irrigation, the customers at the top of Fernan Hill Road immediately lose water pressure. We, unfortunately, can no longer guarantee that we can meet peak fire demand at the ends of Fernan Hill Road and East Harrison Ave. The 2012 Water Comprehensive Plan Update looked at this deficiency and recommended a phased approach for a new transmission main, a new booster station, and a new storage facility to split the existing zone into two smaller zones, each with their own station and tank. About 60 customers in the lower elevation who currently experience high pressure could then be returned to the General Zone, alleviating some additional load on the existing system. This is expected to allow sufficient time for a phased upgrade approach. Funding for the proposed project is included in the 2018 -19 FY budget at \$1 million. This is part of our Water Comp Plan schedule for the first phase of Elm Street Boosted Zone enhancement. Staff is requesting that a ten percent (10%) contingency be approved as well in the event that unknown obstacles are encountered during the project. The approved project total, including the requested \$389,489.00 contract and a ten percent contingency of \$38,949.00, would total \$428,438.00. Staff solicited the assistance of Keller Associates to evaluate and design the transmission main project in accordance with the 2012 Comp Plan recommendations. The Consultant completed the design, construction and engineering documents and assisted with the bid process. As previously mentioned, staff received 8 responses with the lowest responsive bid submitted by Sonray Enterprises at a total Base bid at \$344,689 with alternates of \$44,800.00.



Councilmember Gookin asked if the 60 customers will be notified that they will be removed from the booster zone. Mr. Marine said they will. He noted they won't be off the booster zone right away but will be notified when the project gets to that point. Councilmember Gookin asked if this is in the project cost as well. Mr. Marine said it is not. Those will be future, step by step, small cost projects, on a per household basis.

Councilmember Gookin asked why the engineers estimate was a million dollars but the bids came in half that amount. Mr. Marine said this budget line was originally for the Huetter transmission line for a new well. That project will require additional time and planning before it begins. Therefore, staff has flip flopped the projects by moving the transmission main on Hedberg and Boyd Avenue project to this year.

Councilmember Gookin asked if staff has worked with Sonray before. Mr. Marine said they have not. The company recently moved from Washington to Sandpoint. Staff has met with them and we feel confident, at this point, that they will do a good job.

MOTION: by Gookin, seconded by Evans, to recommend that Council approve an agreement with Sonray Enterprises for construction of a new water transmission main on Hedberg and Boyd Avenues. Motion Carried.

Item 2. Approval of Agreement with North Idaho College to provide School Resource Officer services for school year 2019 – 2020.
(Consent)

Sgt. Shane Avriett, PD, is requesting Council approval of a contract with North Idaho College to provide School Resource Officer services for school year 2019- 2020. Sgt. Avriett noted that the City has maintained a contract with North Idaho College to provide one School Resource Officer for several years. This contract is similar to previous year's contracts. NIC agrees to pay the full amount of the Officer's salary not including benefits, plus any overtime associated with this function. This amount covers roughly 63% of the cost of the School Resource Officer's regular wages and benefits for the person assigned to the College. The only change to this contract is there will be a "not to exceed \$89,000" cap. This partnership with NIC is extremely valuable and demonstrates our commitment to keeping our students safe. Having an SRO at the school throughout the summer continues this partnership and is in the best interest of the College and the community.

MOTION: by Evans, seconded by Gookin, to recommend that Council approve an agreement with North Idaho College to provide School Resource Officer services for school year 2019 - 2020. Motion Carried.

Item 3. Approval of one day alcohol sales and consumption on Sherman Avenue right-of-way for the 5th annual PARK(ing) It On Sherman event.
(Consent)

Sean Holm, Senior Planner, said the Planning Department is requesting approval to allow the sale and consumption of alcohol within a designated area of the right-of-way (ROW), for one day, in conjunction with the PARK(ing) It On Sherman event, which will take place on Friday, September 20 from 4:00-9:00 p.m. at the 14th Street intersection, extending approximately mid-block from 1300 to 1400. Mr. Hold explained in his staff report that this request for alcohol sales and consumption within the Sherman Avenue right-of-way was approved for the past two years' events by the City Council. Both events that allowed alcohol within the fully



fenced event space were very successful with no incidents. Feedback from community members was very supportive for having the ability to walk around the event with beer or wine and there were no issues, even with over 1800 attendees.

Councilmember Evans asked about the entrance gates. Mr. Holm said they will have two volunteers per gate (3 gates) that will count the number of people entering as well as ensuring alcohol does not leave the event grounds.

MOTION: by Evans, seconded by Gookin, to recommend that Council allow the sale and consumption of alcohol for one day within a fenced off area of the Sherman Avenue right-of-way, in conjunction with the PARK(ing) It On Sherman event on September 20, 2019, from 4 – 9 p.m., at the 14th Street intersection, extending approximately mid-block from 1300 to 1400. Motion Carried.

DISCUSSION: Councilmember Evans noted that this is a great event and a great opportunity for the community to get involved and learn more about east Sherman. She encourages everyone to come out and join the festivities. Mr. Holm added that it is an education event as well. They will be talking about events in the community and things happening on east Sherman as well as the Comprehensive Plan.

**Item 4. Approval of temporary Banners across Sherman Avenue right-of-way for PARK(ing) It On Sherman event.
(Consent)**

Sean Holm, Senior Planner, Planning Department is requesting approval to allow a temporary banner to hang across the Sherman Avenue right-of-way (ROW) on the 1600 block for up to one month to advertise the one-day PARK(ing) It On Sherman event, which will take place on Friday, September 20 from 4:00-9:00 p.m. Mr. Holm noted in his staff report that in previous years, large banners have been made with all of the event details and sponsors. These details change every year, and remaking banners or having stickers made to update the banners is a costly and seemingly unnecessary cost. The banners have been hung from business signs or hung on building walls, which requires businesses to accommodate the large banner size and potentially cover up their own business signage. The cost of the banners has been covered by sponsorships, but it has been determined that the cost of replacing banners is unnecessary if a banner with basic event details could be produced and reused by saying the “Third Friday in September from 4-9pm” since such details are not subject to change, and sponsors could be thanked in different ways. One double-sided banner was created and donated in 2018 for last year’s event. The same banner will be reused this year and again in future years if approved by the City Council. The banner is 30’ wide by 4’ feet tall. It will be hung between poles on either side of the street within the right-of-way on the 1600 block of Sherman where pole infrastructure exists to accommodate this request.

MOTION: by Gookin, seconded by Evans, to recommend that Council approve a temporary banner across Sherman Avenue right-of-way for PARK(ing) It On Sherman event. Motion Carried.

The meeting adjourned at 12:17 p.m.

Respectfully submitted,

Juanita Knight, General Services Committee Liaison



Coeur d'Alene
IDAHO
City of Coeur d'Alene
Municipal Services
Department

City Hall, 710 E. Mullan Avenue
Coeur d'Alene, Idaho 83814
(208)769-2229 or Fax (208)769-22
ksetters@cdaid.org

OUTDOOR EATING FACILITY ENCROACHMENT APPLICATION

Valid March 17 – Nov 1 Annually

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

Please mark the appropriate seating location below:

☒ Seating on Private Property

insurance required

☐ Seating on Public Right of Way

**Encroachment Permit and additional*

Name of Eating Establishment: True 1210 Tavern

Applicant's Name: Katie Newman

Phone Number: (208) 640-0313

Contact Person: Katie Newman

Phone Number: (208) 666-5884

Cell Phone: (208) 640-0313

Email: 1975Katie3@gmail.com

Mailing Address: P.O. Box 3265

City/State/Zip: Coeur d'Alene, ID 83816

Physical Address: 1210 E. Sherman Ave.

City/State/Zip: Coeur d'Alene, ID 83814

Completed Application
Change in ownership or type of use?

☐ New

☒ No

☐ Renewal

☐ Yes _____

Please specify

Do you hold a current State of Idaho
Kootenai County and City of CDA alcohol license?

☐ No

☒ Yes

If yes, on your State of Idaho alcohol license
do you have a restaurant designation?

☒ No

☐ Yes

Is anyone under the age of 21 allowed in the area inside
your establishment where alcohol is served?

☒ No

☐ Yes

What hours/days is the full menu available? Start _____ End _____ Days _____

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

- ☐ Show table sizes and chair placement, distance from building (side street 24" tables maximum).
- ☐ Show distance to any tree, grate, bench, light post, bicycle rack, news rack, etc.
- ☐ What is width of sidewalk from property line to curb?
- ☐ Please show location of refuse receptacle and disposal of cigarette remains.
- ☐ If within the city sidewalk or City property provide a Certificate of Liability Insurance naming the City as additional insured (\$1,000,000).
- ☐ If within the city sidewalk or City property complete a signed encroachment application

FEES

Number of Seats x \$22.13 per seat (Sewer Cap Fee) 26 = \$ 575.38

***Fee required if not previously included in your original sewer rate seat count.**

If located on sidewalk or City property, the encroachment fee is \$125.00. + \$

TOTAL DUE

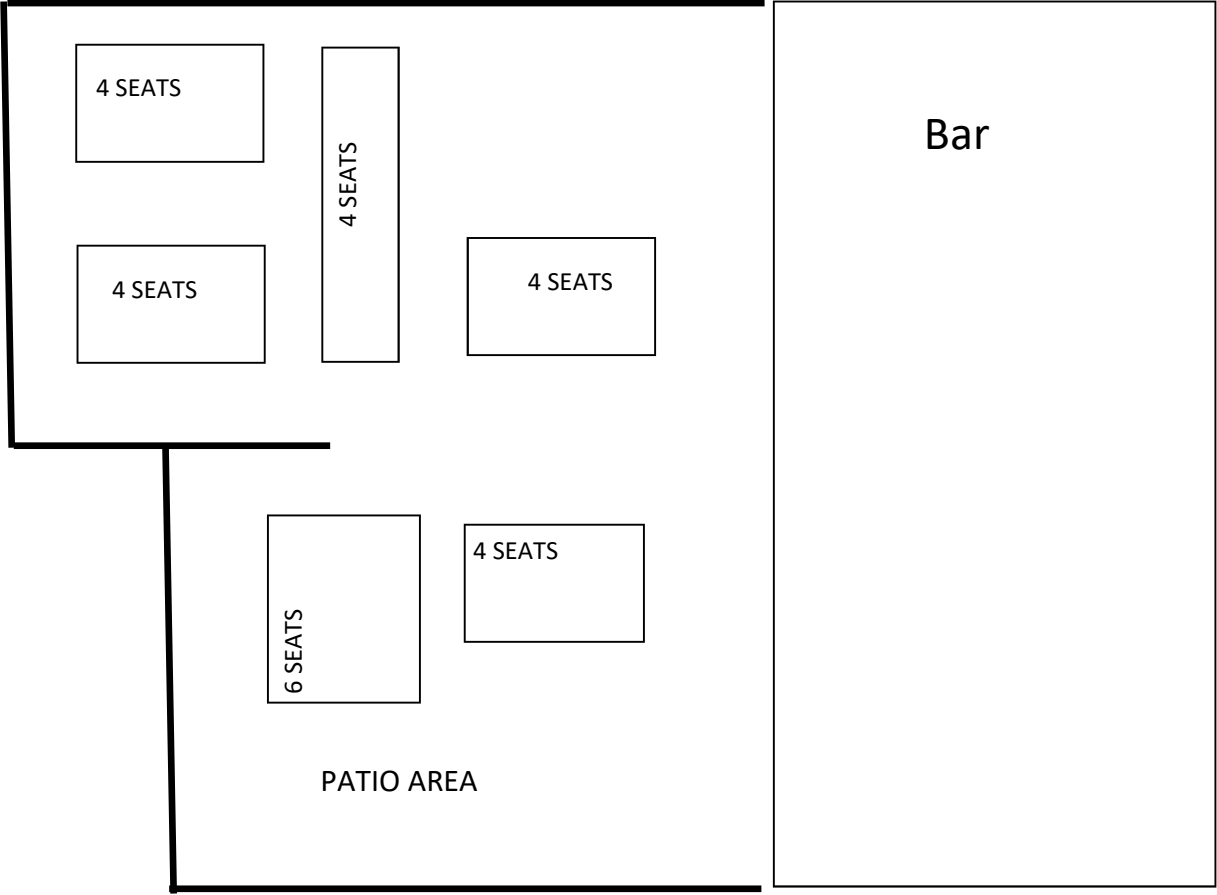
\$ 575.38

If this is new or a renewal of permit with any changes to site plan or ownership, submit documentation. Please include the following, if within City sidewalk or City-owned property :

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

I have read the outdoor eating policy, and agree to abide by the regulations of the City. Further, I understand that no alcohol may be served at outdoor eating tables placed on City property after 10 p.m.

SHERMAN AVENUE







CITY COUNCIL STAFF REPORT

DATE: August 6, 2019
FROM: Dennis Grant, Engineering Project Manager
SUBJECT: **SS-19-04, Elk Point First Addition: Final Plat Approval**

DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat document, a four (4) lot residential subdivision.

HISTORY

- a. Applicant: Virginia L. Tate
4176 E. Potlatch Hill Road
Coeur d'Alene, ID 83814
- b. Location: 4176 E. Potlatch Hill Road
- c. Previous Action:
 1. Preliminary plat approval, June 11, 2019

FINANCIAL ANALYSIS

There are no financial issues with this development.

PERFORMANCE ANALYSIS

This residential development is a re-plat of an existing single lot located in Coeur d'Alene. This subdivision created four (4) lots. The infrastructure has been previously installed and accepted by the appropriate departments. There were two conditions that will be taken care during the building permit process; therefore, the document is ready for approval and recordation.

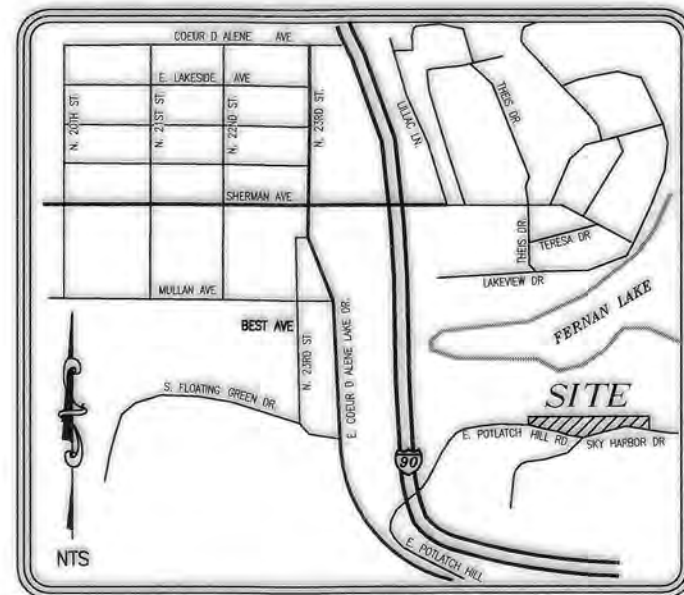
DECISION POINT RECOMMENDATION

City Council approval of the final plat document

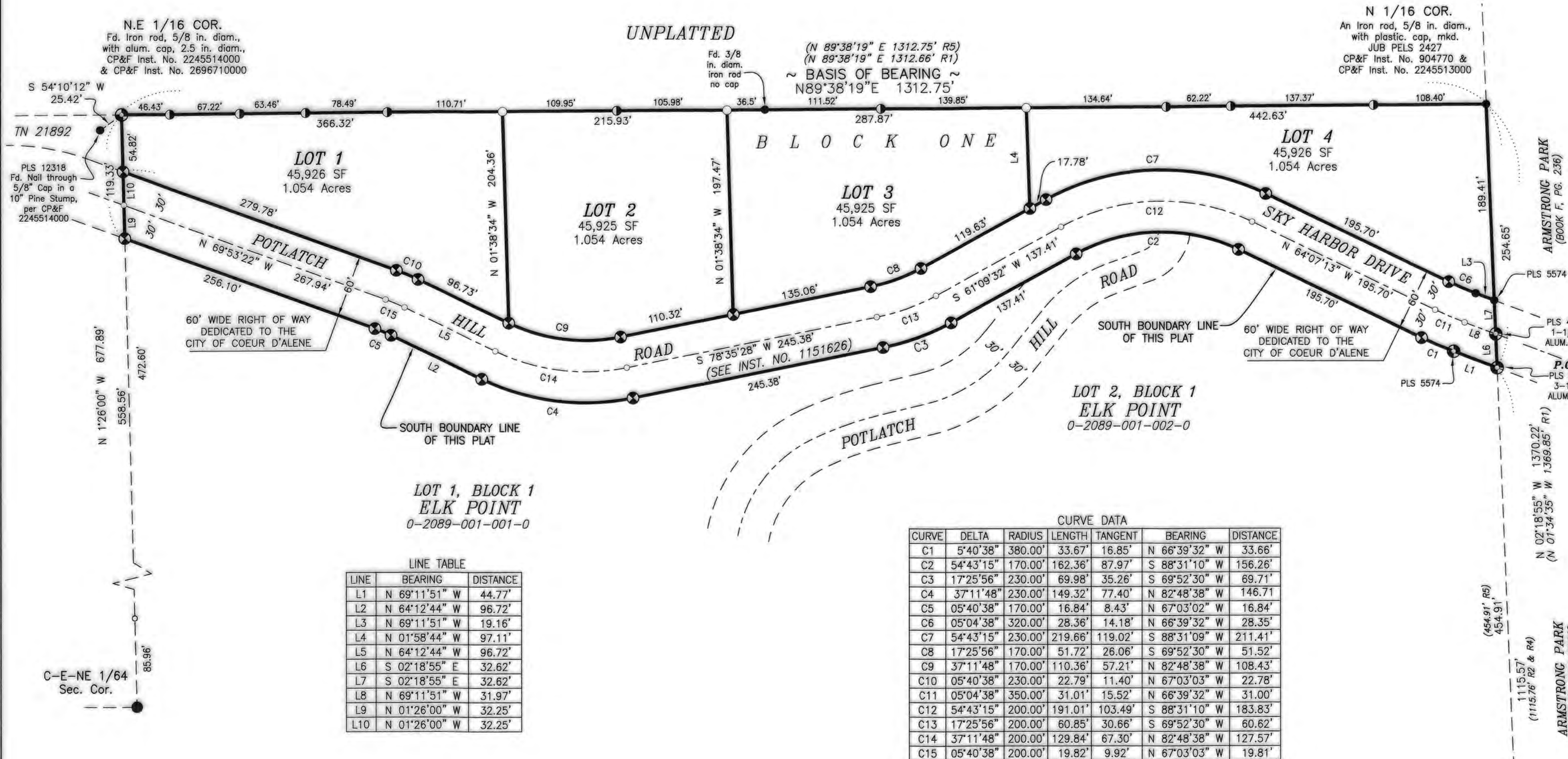
ELK POINT FIRST ADDITION

A PORTION OF LOT 2, BLOCK 1, ELK POINT, LOCATED IN THE
N1/2 OF THE SE1/4 OF THE NE1/4 OF SEC. 19, T.50N., R.3W., B.M.,
OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK _____ PAGE _____
INSTRUMENT No. _____



VICINITY MAP



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 69°11'51" W	44.77'
L2	N 64°12'44" W	96.72'
L3	N 69°11'51" W	19.16'
L4	N 01°58'44" W	97.11'
L5	N 64°12'44" W	96.72'
L6	S 02°18'55" E	32.62'
L7	S 02°18'55" E	32.62'
L8	N 69°11'51" W	31.97'
L9	N 01°26'00" W	32.25'
L10	N 01°26'00" W	32.25'

CURVE DATA						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	BEARING	DISTANCE
C1	5°40'38"	380.00'	33.67'	16.85'	N 66°39'32" W	33.66'
C2	54°43'15"	170.00'	162.36'	87.97'	S 88°31'10" W	156.26'
C3	17°25'56"	230.00'	69.98'	35.26'	S 69°52'30" W	69.71'
C4	37°11'48"	230.00'	149.32'	77.40'	N 82°48'38" W	146.71'
C5	05°40'38"	170.00'	16.84'	8.43'	N 67°03'02" W	16.84'
C6	05°04'38"	320.00'	28.36'	14.18'	N 66°39'32" W	28.35'
C7	54°43'15"	230.00'	219.66'	119.02'	S 88°31'09" W	211.41'
C8	17°25'56"	170.00'	51.72'	26.06'	S 69°52'30" W	51.52'
C9	37°11'48"	170.00'	110.36'	57.21'	N 82°48'38" W	108.43'
C10	05°40'38"	230.00'	22.79'	11.40'	N 67°03'03" W	22.78'
C11	05°04'38"	350.00'	31.01'	15.52'	N 66°39'32" W	31.00'
C12	54°43'15"	200.00'	191.01'	103.49'	S 88°31'10" W	183.83'
C13	17°25'56"	200.00'	60.85'	30.66'	S 69°52'30" W	60.62'
C14	37°11'48"	200.00'	129.84'	67.30'	N 82°48'38" W	127.57'
C15	05°40'38"	200.00'	19.82'	9.92'	N 67°03'03" W	19.81'

- LEGEND**
- AN IRON ROD, 5/8 IN. DIAM., WITH A PLASTIC CAP MKD. PLS 6374, AS RECORDED ON THE PLAT OF ELK POINT, EXCEPT AS NOTED
 - SET AN IRON ROD, 30 INCHES LONG, 5/8 IN. DIAMETER, WITH A PLASTIC CAP MARKED "PLS 6374" ROAD RIGHT-OF-WAY MONUMENTS.
 - FD. AN ALUMINUM CAP, MARKED AS NOTED.
 - SET AN IRON ROD, 30 INCHES LONG, 5/8 IN. DIAMETER, WITH A PLASTIC CAP MARKED "PLS 6374"
 - SET AN IRON ROD, 1/2 INCH DIAMETER, 24 INCHES LONG, WITH A YELLOW PLASTIC CAP, MARKED "POL MES. PLS 6374"
- P.O.B.** POINT OF BEGINNING
- MEASUREMENT POINT
 - OTHERS AS NOTED

SURVEYS & PLATS OF RECORD				
1. J. HOWE	PLS 832	SEPT 1987	BK. 6, PG. 136	
2. G. BOEH	PLS 5574	APR 1989	BK.7, PG. 182	
3. G. BOEH	PLS 5574	MAY 1989	BK. F, PG. 236 (ARMSTRONG PARK)	
4. E. WARNER	PLS 4565	MAY 1990	BK. F, PG. 274(A-E) (ARMSTRONG PARK FIRST ADDITION)	
5. S. RASOR	PLS 6374	FEB. 2001	BK. I, PG. 273 (ELK POINT)	

BASIS OF BEARING

BASIS OF BEARING ~ NORTH 89°38'19" EAST ALONG THE NORTH LINE OF THE SOUTHEAST OF THE NORTHEAST QUARTER OF SECTION 19, BETWEEN THE ALUMINUM CAP MONUMENTING THE EAST 1/4 CORNER AND THE IRON ROD MONUMENTING THE NORTH 1/16 CORNER ACCORDING TO THE PLAT OF "ELK POINT" IN BOOK I OF PLATS AT PAGE 273, RECORDS OF THE KOOTENAI RECORDERS OFFICE.

SURVEYOR'S NARRATIVE

THIS SURVEY WAS PERFORMED TO MONUMENT, DESCRIBE, AND PREPARE PLAT DOCUMENTS FOR THIS FOUR(4) LOT CITY SHORT PLAT. THIS IS A REPLAT OF A PORTION OF LOT 2, BLOCK 1 OF ELK POINT AS RECORDED IN BOOK I, AT PAGE 273.

SURVEYOR'S CERTIFICATE

I, SCOTT M. RASOR, PROFESSIONAL LAND SURVEYOR No. 6374 IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT I HAVE SURVEYED, SUBDIVIDED AND PLATTED THE "ELK POINT FIRST ADDITION" MORE PARTICULARLY DESCRIBED IN THE OWNER'S DEDICATION CERTIFICATE ON SHEET 2 OF THIS PLAT.

I FURTHER CERTIFY THE SURVEY WAS MADE UNDER MY DIRECT SUPERVISION AND IS IN CONFORMITY WITH THE IDAHO CODES RELATING TO PLATS AND SURVEYS.

SCOTT M. RASOR ~ PLS 6374 DATE 7/8/19



ELK POINT FIRST ADDITION

A PORTION OF LOT 2, BLOCK 1, ELK POINT, LOCATED IN THE
N1/2 OF THE SE1/4 OF THE NE1/4 OF SEC. 19, T.50N., R.3W., B.M.,
OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK _____ PAGE _____
INSTRUMENT No. _____

OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS THAT VIRGINIA TATE IS THE RECORD OWNER OF THE FOLLOWING DESCRIBED REAL PROPERTY:

A TRACT OF LAND BEING A PORTION OF LOT 2, BLOCK 1, ELK POINT AND PORTIONS OF POTLATCH HILL ROAD AND SKY HARBOR DRIVE RIGHTS OF WAY, AS SHOWN ON THE PLAT OF ELK POINT ACCORDING TO THE OFFICIAL PLAT RECORDED IN BOOK 1 AT PAGE 273 UNDER INSTRUMENT NUMBER 1669635, SITUATED IN THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 50 NORTH, RANGE 3 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 19, MONUMENTED WITH AN ALUMINUM PIPE AND 3½ INCH DIAMETER ALUMINUM CAP ACCORDING TO CORNER PERPETUATION AND FILING RECORD FORM ON FILE UNDER INSTRUMENT NUMBER 1590327 FROM WHICH THE NORTH 1/16 CORNER OF SAID SECTION 19 WHICH IS MONUMENTED WITH AN EXISTING IRON ROD, 5/8 INCH DIAMETER, WITH A PLASTIC CAP MARKED PLS 2427 AND ACCORDING TO CORNER PERPETUATION AND FILING RECORD FORM ON FILE UNDER INSTRUMENT NUMBER 904770, BEARS, NORTH 02°18'55" WEST, A DISTANCE OF 1370.22 FEET; THENCE ALONG THE EAST LINE OF SAID SECTION 19, NORTH 02°18'55" WEST, A DISTANCE OF 1,115.57 FEET, TO AN EXISTING IRON ROD, 5/8 INCH DIAMETER WITH AN ALUMINUM CAP MARKED PLS 5574 ON THE SOUTH RIGHT OF WAY LINE OF SAID SKY HARBOR DRIVE, THE POINT OF BEGINNING;

THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF SAID SKY HARBOR DRIVE AND POTLATCH HILL ROAD, THE FOLLOWING ELEVEN (11) COURSES:

- 1) NORTH 69°11'51" WEST, A DISTANCE OF 44.77 FEET TO AN EXISTING IRON ROD, 5/8 INCH DIAMETER WITH A PLASTIC CAP MARKED PLS 5574 AT A POINT OF CURVATURE, AS SHOWN ON RECORD OF SURVEY RECORDED IN BOOK 7 AT PAGE 182;
- 2) THENCE ALONG THE ARC OF A CURVE RIGHT WHICH IS CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 380.00 FEET THROUGH A CENTRAL ANGLE OF 05°04'38" AN ARC DISTANCE OF 33.67 FEET AND HAVING A CHORD BEARING AND DISTANCE OF NORTH 66°39'32" WEST, 33.66 FEET TO AN EXISTING IRON ROD, 5/8 INCH DIAMETER WITH A PLASTIC CAP MARKED PLS 5574, AT A POINT OF TANGENCY;
- 3) THENCE NORTH 64°07'13" WEST, A DISTANCE OF 195.70 FEET TO AN EXISTING IRON ROD, 5/8 INCH DIAMETER WITH A PLASTIC CAP MARKED PLS 5574, AT A POINT OF CURVATURE;
- 4) THENCE ALONG THE ARC OF A CURVE LEFT WHICH IS CONCAVE TO THE SOUTH HAVING A RADIUS OF 170.00 FEET THROUGH A CENTRAL ANGLE OF 54°43'15" AN ARC DISTANCE OF 162.36 FEET AND HAVING A CHORD BEARING AND DISTANCE OF SOUTH 88°31'10" WEST, 156.26 FEET TO AN EXISTING IRON ROD, 5/8 INCH DIAMETER WITH A PLASTIC CAP MARKED PLS 5574, AT A POINT OF TANGENCY;
- 5) THENCE SOUTH 61°09'32" WEST, A DISTANCE OF 137.41 FEET TO AN EXISTING IRON ROD, 5/8 INCH DIAMETER WITH A PLASTIC CAP MARKED PLS 5574 AT A POINT OF CURVATURE;
- 6) THENCE ALONG THE ARC OF A CURVE RIGHT WHICH IS CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 230.00 FEET THROUGH A CENTRAL ANGLE OF 17°25'56" AN ARC DISTANCE OF 69.98 FEET AND HAVING A CHORD BEARING AND DISTANCE OF SOUTH 69°52'30" WEST, 69.71 FEET TO AN EXISTING IRON ROD, 5/8 INCH DIAMETER WITH A PLASTIC CAP MARKED PLS 5574, AT A POINT OF TANGENCY;
- 7) THENCE SOUTH 78°35'28" WEST, A DISTANCE OF 245.38 FEET TO AN EXISTING IRON ROD, 5/8 INCH DIAMETER WITH A PLASTIC CAP MARKED PLS 5574, AT A POINT OF CURVATURE;
- 8) THENCE ALONG THE ARC OF A CURVE RIGHT WHICH IS CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 230.00 FEET THROUGH A CENTRAL ANGLE OF 37°11'48" AN ARC DISTANCE OF 149.32 FEET AND HAVING A CHORD BEARING AND DISTANCE OF NORTH 82°48'38" WEST, 146.71 FEET TO AN EXISTING IRON ROD, 5/8 INCH DIAMETER WITH A PLASTIC CAP MARKED PLS 5574, AT A POINT OF TANGENCY;
- 9) THENCE NORTH 64°12'44" WEST, A DISTANCE OF 96.72 FEET TO AN EXISTING IRON ROD, 5/8 INCH DIAMETER WITH A PLASTIC CAP MARKED PLS 5574 AT A POINT OF CURVATURE;
- 10) THENCE ALONG THE ARC OF A CURVE LEFT WHICH IS CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 170.00 FEET THROUGH A CENTRAL ANGLE OF 05°40'38" AN ARC DISTANCE OF 16.84 FEET AND HAVING A CHORD BEARING AND DISTANCE OF NORTH 67°03'02" WEST, 16.84 FEET TO AN EXISTING IRON ROD, 5/8 INCH DIAMETER WITH A PLASTIC CAP MARKED PLS 5574 AT A POINT OF TANGENCY;
- 11) THENCE NORTH 69°53'22" WEST, A DISTANCE OF 256.10 FEET TO AN EXISTING IRON ROD, 5/8 INCH DIAMETER WITH A PLASTIC CAP MARKED PLS 5574 AT THE NORTHWEST CORNER OF LOT 1, BLOCK 1 OF SAID ELK POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 19;

THENCE ALONG SAID WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, NORTH 01°26'00" WEST, A DISTANCE OF 119.33 FEET TO AN EXISTING IRON ROD, 5/8 INCH DIAMETER WITH A 2-1/2" ALUMINUM CAP MARKED PLS 832 AT THE NORTHEAST 1/16 CORNER, WHICH IS ALSO THE NORTHWEST CORNER OF SAID LOT 2, BLOCK 1, ELK POINT;

THENCE ALONG THE NORTH LINE OF SAID LOT 2, BLOCK 1, ELK POINT WHICH IS ALSO THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, NORTH 89°38'19" EAST, A DISTANCE OF 1312.75 FEET TO AN EXISTING IRON ROD, 5/8 INCH DIAMETER WITH A PLASTIC CAP MARKED PE/LS 2427 AT THE NORTHEAST CORNER OF SAID LOT 2, BLOCK 1, ELK POINT, WHICH IS ALSO THE NORTH 1/16 CORNER OF SAID SECTION 19;

THENCE ALONG THE EAST LINE OF SAID LOT 2, BLOCK 1, ELK POINT, WHICH IS ALSO THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, SOUTH 02°18'55" EAST, A DISTANCE OF 254.65 FEET TO THE POINT OF BEGINNING, CONTAINING 6.156 ACRES OF LAND, MORE OR LESS;

SUBJECT TO:

ANY EXISTING RIGHTS OF WAY, EASEMENTS, COVENANTS, CONDITIONS, RIGHTS, RESERVATIONS, RESTRICTIONS, ENCUMBRANCES OR APPLICABLE SUBDIVISION, BUILDING AND ZONING ORDINANCES AND USE REGULATIONS, OF RECORD OR IN VIEW.

SAID OWNERS HAVE CAUSED THE SAME TO BE SUBDIVDED AND PLATTED INTO FOUR(4) LOTS AND ONE BLOCK TO BE KNOWN AS ELK POINT FIRST ADDITION.

ANY FUTURE STRUCTURES BUILT ON THE PROPOSED LOTS WILL BE REQUIRED TO MEET THE REQUIREMENTS OF ALL CODES AS ADOPTED IN THE CITY OF COEUR D'ALENE BUILDING ORDINANCES IN EFFECT AT THE TIME OF BUILDING PERMIT APPLICATION. THIS INCLUDES THE CITY HILLSIDE ORDINANCE NO. 3207.

THE ELK POINT FIRST ADDITION BEING PLATTED THEREIN IS LOCATED NEXT TO BUT NOT INCLUDED IN THE GEOTECHNICAL REPORT FOR ARMSTRONG PARK. PROPERTY THAT IS ADJACENT TO ELK POINT IS LISTED AS GTU-4 (GEOTECHNICAL UNIT) IN THE ARMSTRONG REPORT. THE REPORT SHOWS THESE SITES ARE COMPRISED OF STEEP SLOPES AND SUBSURFACE INFORMATION WAS NOT AVAILABLE BECAUSE THE BACKHOE COULD NOT ACCESS THE STEEP SLOPE FOR TESTING. DUE TO INSUFFICIENT DATA, WE MUST REQUEST A GEOTECHNICAL ENGINEERING EVALUATION FOR ALL BUILDING SITES PRIOR TO DESIGN AND CONSTRUCTION. THE GEOTECHNICAL REPORT SHALL IDENTIFY THE SOIL CONDITIONS, ALLOWABLE BEARING PRESSURES, AND PROVIDE RECOMMENDATIONS FOR FOUNDATION DESIGN TO THE STRUCTURAL ENGINEER. THE GEOTECHNICAL REPORT MUST BE SUBMITTED WITH THE PERMIT APPLICATION AND BUILDING PLANS FOR REVIEW BEFORE ISSUANCE OF ANY BUILDING PERMITS FOR THE LOTS PLATTED HEREIN.

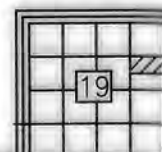
SAID OWNERS DO HEREBY DEDICATE 60 FEET WIDE RIGHTS OF WAY FOR BOTH POTLATCH HILL ROAD AND SKY HARBOR DRIVE AS THEY BOTH ADJOIN THE SOUTH BOUNDARY OF THE LOTS PLATTED HEREON TO THE PUBLIC IN CARE OF THE CITY OF COEUR D'ALENE.

EASEMENTS SHOWN ARE RESERVED FOR THE RIGHT AND USE AND PURPOSE SET FORTH ON THE FACE OF THE PLAT AND NO STRUCTURES OTHER THAN THOSE FOR SUCH PURPOSE ARE TO BE ERECTED WITHIN THE LIMITS OF SAID EASEMENTS.

BE IT FURTHER KNOWN THAT: 1)SANITARY SEWER DISPOSAL FOR THIS PLAT IS TO BE PROVIDED BY THE CITY OF COEUR D'ALENE.
2)DOMESTIC WATER FOR THIS PLAT IS TO BE SUPPLIED BY THE CITY OF COEUR D'ALENE.

IN WITNESS WHEREOF SAID OWNER DOES HEREBY AFFIX HER SIGNATURE:


VIRGINIA TATE



SHEET 2 OF 2

DATE: JULY 8, 2019

DRAWN: ASG

CHECKED: SMR

JOB NO: 19.020

DWG FILE: TAT19020R

CREW: TB & DG



**MECKEL ENGINEERING
& SURVEYING**

7600 N. GOVERNMENT WAY, COEUR D'ALENE, IDAHO, 83815 (208)667-4638 fax:(208)664-3347

CITY COUNCIL APPROVAL

THIS PLAT HAS BEEN ACCEPTED AND APPROVED BY CITY COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO
DATED THIS _____ DAY OF _____, 2019.

CITY OF COEUR D'ALENE CLERK

CITY OF COEUR D'ALENE—CITY ENGINEER

KOOTENAI COUNTY RECORDER

I HEREBY CERTIFY THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO, AT THE REQUEST OF _____, THIS _____ DAY OF _____, 2019, AT _____, .M., AND DULY RECORDED IN PLAT BOOK _____, PAGE _____

INSTRUMENT NO. _____

FEE: _____

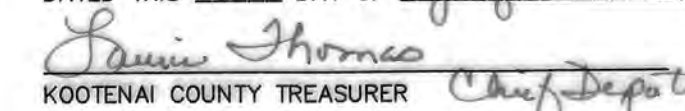
DEPUTY CLERK

JIM BRANNON, KOOTENAI COUNTY CLERK

COUNTY TREASURER

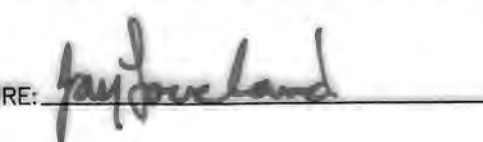
I HEREBY CERTIFY THIS 10th DAY OF July, 2019, THAT THE REQUIRED TAXES ON THE PROPERTY DESCRIBED IN THE OWNERS CERTIFICATE HAVE BEEN PAID THROUGH December 31, 2018

DATED THIS 10th DAY OF July, 2019.


KOOTENAI COUNTY TREASURER

HEALTH DISTRICT


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

DATE: 7-10-19 PANHANDLE HEALTH DISTRICT SIGNATURE: 

COUNTY SURVEYOR

I HEREBY CERTIFY THAT ON THIS _____ DAY OF _____, 2019, I HAVE EXAMINED THIS PLAT AND THAT THE ACCURACY THEREOF COMPLIES WITH THE REQUIREMENTS OF IDAHO STATE CODE.




SCOTT M. RASOR ~ PLS 6374 DATE 7/8/19

ELK POINT FIRST ADDITION
PORTION OF LOT 2, BLOCK 1, ELK POINT LOCATED IN THE
N1/2 OF THE SE1/4 OF THE NE1/4, SEC. 19, T.50N., R.3W., B.M.,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

**CITY COUNCIL
Staff Report**

To: City Council, General Services Committee
From: Hilary Anderson, Community Planning Director, and
Sean Holm, Senior Planner
Date: July 22, 2019
Re: One day alcohol sales and consumption on Sherman Avenue right-of-way for the 5th annual PARK(ing) It On Sherman event

Decision Point:

The Planning Department is requesting approval by the City Council to allow the sale and consumption of alcohol within a designated area of the right-of-way (ROW), for one day, in conjunction with the PARK(ing) It On Sherman event, which will take place on Friday, September 20 from 4:00-9:00 p.m. at the 14th Street intersection, extending approximately mid-block from 1300 to 1400.

History:

September 18-19, 2015 (1st Annual):

The 1600 block of Sherman Avenue was temporarily transformed into a “Makers District” for this free community block party. This event was part of the visioning and master planning effort to revitalize the city’s eastern gateway. The Makers District theme, a pocket park with bocce ball, shade trees, more landscaping, and on-street bike lanes were all top responses from the 2015 East Sherman survey and town hall meetings which were integrated into the event. The celebration included: Live music, food trucks, a beer garden, lawn games, interactive art projects for all ages, entertainment by the Sorensen Elementary School jugglers, CDA SK8 PRK Team Demo, breakdancing by Tangled Roots, and more.

September 16-17, 2016 (2nd Annual):

The 1200 block of Sherman Avenue hosted the 2nd annual block party event. The location of the event changed to provide more exposure to the revitalization efforts along Sherman Avenue. Similar in overall scope and goal, there were unique activities that set this event apart from the first. These improvements included new benches with planter boxes and a mural on the Sherman Avenue Idaho State Liquor Store facility that was painted during the event and is prominently displayed to this day. Also, a crowdfunding opportunity raised donations for a new Rectangular Rapid Flash Beacon signalized crosswalk sign to be installed at 13th Street and Sherman, helping initiate a grassroots effort to invoke positive changes on Sherman.

September 16-17, 2017 (3rd Annual):

The 1900 block of Sherman Avenue was the location of the event in 2017. The event was very well attended with approximately 1200 people who came to the designated block to participate in the revitalization event. There was a change to host the event for one day rather than two, as has been done in the past. This was done for several reasons: To accommodate volunteers’ schedules (volunteer fatigue), less coordination needed for overnight security, and to reduce the window needed to restrict access for vehicles. This had the effect of concentrating attendance, which helped to give the event an increased feeling of vibrancy, and allowed for better interaction amongst attendees. Allowing the consumption of beer in the whole of the event space helped reduce the logistical restrictions for stage location in conjunction with beer garden location, and

provided for a better atmosphere without have to “corral people” into a beer garden within a portion of the event space.

September 16-17, 2018 (4th Annual):

The 1900 block of Sherman Avenue was the location of the event in 2018. Last year the event was very well attended with approximately 1800+ people who came to the designated block to participate in the revitalization event. This was by far the best turnout for any one day of this gathering so far.

In conjunction with the event, many city departments and local businesses came together to install temporary improvements as a “pilot project”. These improvements included: removing the center turn lane in favor of more parking in the form of angled parking on the south side of Sherman Ave., installation of a “parklet” to allow patrons of Moon Time to enjoy an outdoor restaurant experience in the right-of-way, installation of benches, planters, reduced length crosswalks, and banners identifying the project. Many of these temporary improvements are still in place and functional to this day.

Similar to 2018, by allowing the consumption of beer in the whole of the event space will help reduce the logistical restrictions for stage location in conjunction with beer garden location, and will provide for a better atmosphere without have to “corral people” into a beer garden within a portion of the event space. Staff received very positive feedback from everyone that attended.

Below is a recap of the 2018 event activities and entertainment:

- LIVE MUSIC
- PERFORMANCES
- A RAFFLE
- ALL-AGE ACTIVITIES
- EDUCATIONAL BOOTHS
- FOOD TRUCKS & DRINKS
- LOCAL SHOPPING

Current Event (5th Annual):

On September 20, 2019, portions of the 1300-1400 block of Sherman Avenue will host a free community block party and parking spaces will be temporarily turned into public spaces as part of global PARK(ing) day. This 5th annual event is part of the visioning and master planning effort to revitalize East Sherman.

The 2019 PARK(ing) It On Sherman highlights will include: live music, food trucks, bike rodeo, interactive booths, games, and other entertainment.

The event will be attended by the Police Department’s Community Action Team and will have fencing along the event perimeter with three designated gates that will be staffed with volunteers ensuring that no alcohol leaves the event. This family-friendly event will end at 9:00 p.m.

Methodology for the Request:

The request for alcohol sales and consumption within the Sherman Avenue right-of-way was approved for the past two years’ events by the City Council. Both events that allowed alcohol within the fully fenced event space were very successful with no incidents. Feedback from community members was very supportive for having the ability to walk around the event with beer or wine and there were no issues, even with over 1800 attendees.

Approval by City Council was based on the following code(s):

5.08.040: LICENSE; CONDITIONS; PLACE OF BUSINESS:

The license fee shall permit the sale of such beer in but one premises as defined in Idaho Code section 23-1001(h); such premises to be designated in the license issued. (Ord. 3241 §1, 2005; Ord. 2125 §2, 1988; prior code §5-9-4(1))

TITLE 23 (Idaho State Code)

ALCOHOLIC BEVERAGES

CHAPTER 10

BEER

23-1001. Definitions. As used in this chapter:

(h) The word "premises" means the building and contiguous property owned, or leased or *used under government permit* by a licensee as part of the business establishment in the business of sale of beer at retail, which property is improved to include decks, docks, boardwalks, lawns, gardens, golf courses, ski resorts, courtyards, patios, poolside areas or similar improved appurtenances in which the sale of beer at retail is authorized under the provisions of law.

5.08.160: BEER, WINE OR LIQUOR PROHIBITIONS WITHIN THE CITY; EXCEPTIONS:

A. No person shall consume any beer, wine or other alcoholic beverage or possess an open container of or containing any beer, wine or other alcoholic beverage on any public property, including public streets and alleys, within the city, or at any other place in the city, including any motor vehicle moving or stationary, with the following exceptions:

6. On a public sidewalk and/or other public right of way when such sidewalk or right of way is contiguous to a permitted outdoor eating facility, but only after issuance of and pursuant to the terms of a permit authorized by the city council. Criteria that must be met for a permit to issue shall be set forth by resolution of the city council.

Past Requests of a Similar Nature:

Over the recent past (+/- 10 years) there have been requests for alcohol sales and/or consumption on public property. The following list details the nature of approvals:

- Famer's Market: Allows beer/wine tasting in ROW in small quantities (1.5 oz) but is not fenced in the summer months.
- Live after 5: Allows sales/consumption of alcohol in McEuen Park, in a secured fenced area, for sanctioned music events in the summer months.
- Cycle Pub (dba Socially Geared): Allows consumption of alcohol, purchased elsewhere, on the cycle pub for consumption in the ROW.
- Other exceptions include: Riverstone, City Park, and the Jewett House by permit.

Financial Impact:

Each year city staff, community partners and volunteers identify an area along Sherman to hold this event. A valiant attempt is made to gain sponsorships, borrow equipment, tents, volunteer time, and other donated items. This portion of the financial impact falls under the umbrella of the Special Event permit which is being filed with Municipal Services.

The Street Department will provide signage for traffic control and the Fire Department will inspect the event's fencing, food vendors, tents and fire lanes for safety. The Police Department's Community Action Team has been asked to attend the event again to interact with residents of the adjacent neighborhoods and East Sherman businesses. They did a great job in 2018.

Local business access will remain for area businesses that do not want to participate.

Quality of Life:

Part of the appeal of the PARK(ing) It On Sherman event is to block off areas that are normally dedicated to vehicular traffic to allow for temporary pedestrian use and a community celebration, support local businesses, and to showcase the redevelopment opportunities of East Sherman. This year the area will be a portion of the 1300-1400 block of Sherman Avenue. In doing this, vehicle traffic is temporarily re-routed around the event. Access to non-participating businesses will still be provided and a 20 foot fire lane will be required to accommodate emergency access through the entire block party event.

Staff has been working with local stakeholders for several years to revitalize the east Sherman gateway. This event was designed to create interest in the area and to gather and disseminate information about the efforts. It is a great way to celebrate and encourage community members, local businesses, the school district, and other stakeholders to participate.

Police Recommendations:

Planning staff worked directly with the Police Department to gather their input and support for this event. Captain David Hagar's suggestions from 2017 are listed below and still valid:

- "Of age" (Min. 21 years old) volunteers would be acceptable for security
- Readily identifiable (t-shirts/vests) to both the attendees or any 1st responders
- Look for people who are intoxicated and should not be served
- Willing to address concerns that they witness
- Prevent alcohol from leaving the venue
- Recommends at least four volunteers/security for the event

Proposed Conditions:

1. All alcohol consumed in the ROW shall be in non-glass containers.
2. No hard liquor sales or consumption in the ROW.

Captain Hagar issued another statement of support for the 2019 request as follow:

From: HAGAR, DAVID
Sent: Thursday, June 13, 2019 9:58 AM
To: HOLM, SEAN
Cc: ANDERSON, HILARY; MCLEOD, RENATA
Subject: RE: PARK(ing) It On Sherman Event 2019

Sean and Renata,

I am in support of this staff report and I believe Sean, Hilary and their staff has proven they can implement outstanding public events that have a positive impact on the community in conjunction with maintaining a safe environment for the attendees. The police department endorses their plans for this event.

Dave

Planning staff and other event volunteers/organizers will ensure that the Police Department's suggestions and conditions are met for the event, in addition to other special event permit requirements.

Decision Point:

The Planning Department is requesting approval by the City Council to allow the sale and consumption of alcohol within a fenced off area of the right-of-way (ROW), for one day, in conjunction with the PARK(ing) It On Sherman event on September 20, 2019 from 4-9pm.

**CITY COUNCIL
Staff Report**

To: City Council, General Services Committee
From: Hilary Anderson, Community Planning Director, and
Sean Holm, Senior Planner
Date: July 22, 2019
Re: Temporary Banners across Sherman Avenue right-of-way for
PARK(ing) It On Sherman event

Decision Point:

The Planning Department is requesting approval by the City Council to allow a temporary banner to hang across the Sherman Avenue right-of-way (ROW) on the 1600 block for up to one month to advertise the one-day PARK(ing) It On Sherman event, which will take place on Friday, September 20 from 4:00-9:00 p.m.

History:

This year will be the 5th annual PARK(ing) It On Sherman event where a portion of the 1300 and 1400 block of Sherman Avenue will host a free community block party and parking spaces will be temporarily turned into public spaces as part of global park(ing) day. This event is part of the visioning and master planning effort to revitalize East Sherman.

In previous years, large banners have been made with all of the event details and sponsors. These details change every year, and remaking banners or having stickers made to update the banners is a costly and seemingly unnecessary cost. The banners have been hung from business signs or hung on building walls, which requires businesses to accommodate the large banner size and potentially cover up their own business signage. The cost of the banners has been covered by sponsorships, but it has been determined that the cost of replacing banners is unnecessary if a banner with basic event details could be produced and reused by saying the “Third Friday in September from 4-9pm” since such details are not subject to change, and sponsors could be thanked in different ways.

Request:

One double-sided banner was created and donated in 2018 for last year’s event. The same banner will be reused this year and again in future years if approved by the City Council. The banner is 30’ wide by 4’ feet tall. It will be hung between poles on either side of the street within the right-of-way on the 1600 block of Sherman where pole infrastructure exists to accommodate this request.

Municipal code supporting this request as follow:

15.24.090: BANNERS:

B. Banners Over Public Rights Of Way: Banners may be installed over public rights of way by nonprofit entities by permit granted by the city council. No other entities may place banners over any public rights of way within the city limits. The permit shall be granted under the following conditions:

1. Banners must advertise a nonprofit community or nonprofit seasonal theme or are for the sole purpose of beautification of a commercially zoned area.

2. Banners shall be installed per permit for no more than one hundred twenty (120) days unless the banners are maintained by a business improvement district in which case the permit shall be for two (2) years.
3. The application for permit to install such banners:
 - a. Describes the theme or event to be advertised and the size and shape of the banners to be installed.
 - b. Indicates the location(s), number, and days during which the banner(s) shall be displayed, and the method of installation.
 - c. Is accompanied by a permit fee as set by resolution of the city council.
 - d. Is accompanied by an agreement to hold the city harmless against any liability to persons or property resulting from installation, maintenance, or dismantling of such banners, and a certificate of liability insurance insuring the city and the applicant against such loss. The liability insurance shall be in the amount and form approved by the city and in no event less than the minimum liability limits provided in title 6, chapter 9 of the Idaho Code.
 - e. Is accompanied by the written consent of the owners of the property to which supports for the banners are attached.
 - f. Is accompanied by evidence that approval has been secured from the Idaho state highway department, when required.
4. The organization making application for the permit shall erect and maintain in a clean and good condition or state of repair the banners and shall be responsible for dismantling the banners when the permit expires. (Ord. 3342 §1, 2008)

Ben Ward of ITD was contacted in 2018 upon the suggestion of Tim Martin, Streets and Engineering Director, to request any minimum standards needed to span Sherman Avenue with the banners. They had no objections to the request. Based on Mr. Ward's input, ITD suggested the banners be hung at least 22 feet high, which is consistent with their guidance for power and communications lines, in order to avoid any potential conflicts with the oversize vehicles using this route. City staff will comply with ITD suggestions.

Providing a banner across the street near the 16th Street intersection will help advertise the scheduled event, promote public and private efforts to revitalize the area, and act as a reminder for locals to mark their calendars and plan on attending this valued educational and entertaining event.

Financial Impact:

The Planning Department will reuse the existing banners from the 2018 PARK(ing) It On Sherman event, and the Streets Department has agreed to hang the banners with sufficient notice. As such, there would be minimal financial impact to the City.

Decision Point:

The Planning Department is requesting approval by the City Council to allow a temporary banner to be hung across the 1600 block of East Sherman Avenue right-of-way advertising the free community PARK(ing) It On Sherman event, to take place on September 20, 2019 from 4-9pm.

RESOLUTION NO. 19-030

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING: FINAL PLAT APPROVAL, ACCEPTANCE OF IMPROVEMENTS, APPROVAL OF MAINTENANCE/WARRANTY AGREEMENT, AND ACCEPTANCE OF SECURITY FOR VISTA MEADOWS; FINAL PLAT APPROVAL, APPROVAL OF PUBLIC IMPROVEMENTS AND LANDSCAPE IMPROVEMENT AGREEMENTS, AND ACCEPTANCE OF SECURITY FOR BOLIVAR 4TH ADDITION; AND APPROVAL OF AGREEMENT WITH NORTH IDAHO COLLEGE FOR SCHOOL RESOURCE OFFICER.

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

- A) Final Plat Approval, Acceptance of Improvements, Approval of Maintenance/Warranty Agreement, and Acceptance of Security for Vista Meadows [S-2-18];
- B) Final Plat Approval, Approval of Public Improvements and Landscape Improvement Agreements, and Acceptance of Security for Bolivar 4th Addition [S-3-16];
- C) Approval of Agreement with North Idaho College for School Resource Officer services for School Year 2019-2020; and

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

NOW, THEREFORE,

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

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

DATED this 6th day of August, 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: August 6, 2019
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: **Vista Meadows: Final Plat Approval, Acceptance of Improvements, Maintenance/Warranty Agreement and Security Approval**

DECISION POINT

Staff is requesting the following:

1. Approval of the final plat document, a twelve (12) lot residential development.
2. Acceptance of the installed public infrastructure improvements.
3. Approval of the Maintenance/Warranty Agreement and Security.

HISTORY

- a. Applicant: John Beutler, Managing Member
Vista Meadows, LLC
1836 Northwest Boulevard
Coeur d'Alene, ID, 83814
- b. Location: South of Prairie Ave near Timberlake Loop and Alps Street, North of CDA Place.
- c. Previous Action:
 1. Preliminary plat approval, June 2018.

FINANCIAL ANALYSIS

The developer is installing the required warranty bond (10%) to cover any maintenance issues that may arise during the one (1) year warranty period that will commence upon this approval, and terminate, on August 6, 2020. The amount of the security provided is \$25,422.60.

PERFORMANCE ANALYSIS

The developer has installed all required public infrastructure. The responsible City departments have approved the installations and found them ready to accept. Acceptance of the installed improvements will allow the issuance of all available building permits for this phase of the development, and, Certificate of Occupancy issuance upon completion. The City maintenance would be required to start after the one (1) year warranty period expires on August 6, 2020.

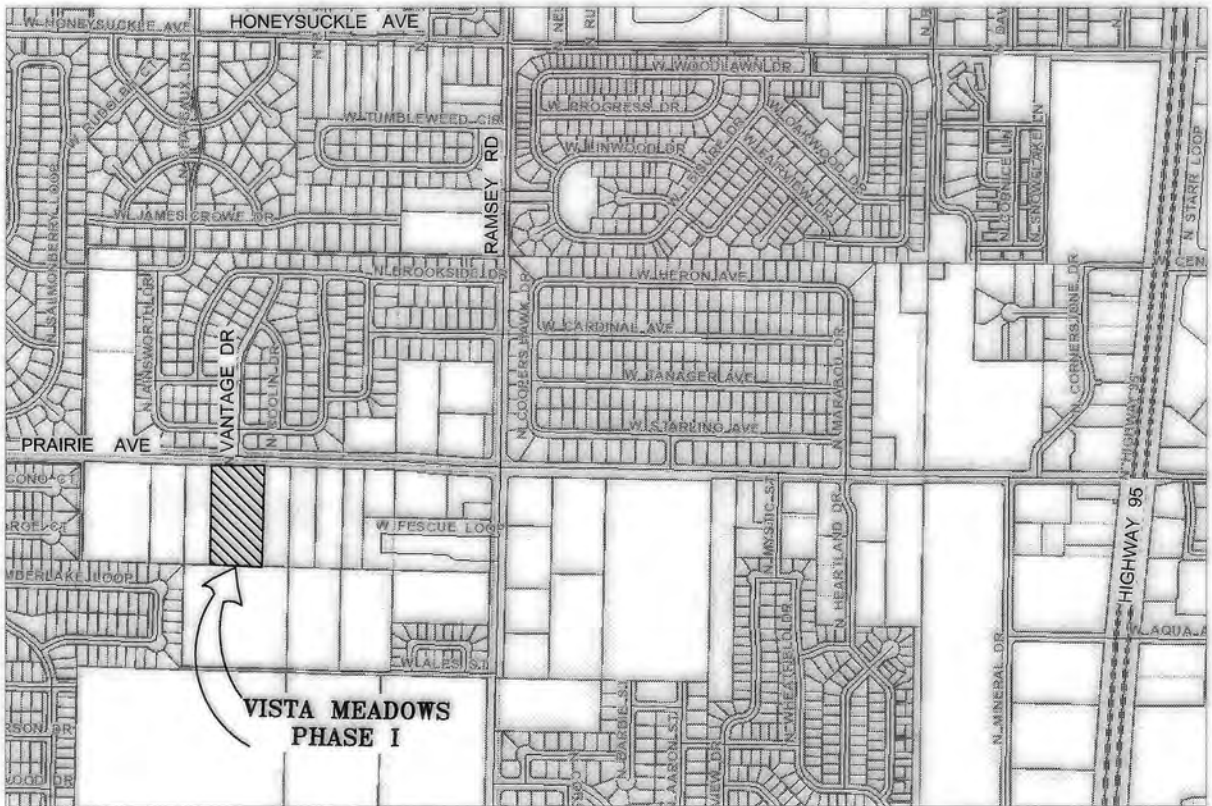
DECISION POINT RECOMMENDATION

1. Approve the final plat document.
2. Accept the installed public infrastructure improvements.
3. Approve the Maintenance/Warranty Agreement and accompanying Security.

VISTA MEADOWS

BOOK __, PAGE __
INST. No. __

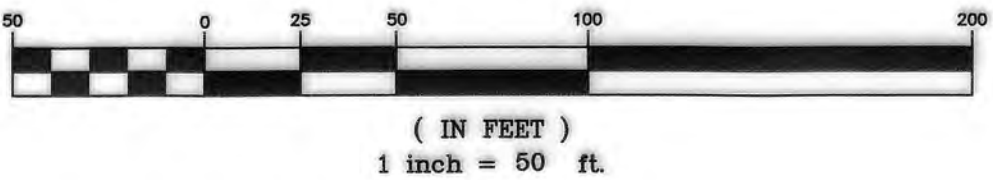
TRACT 317, EXCEPT THE W¹/₄ AND THE E¹/₄ OF TRACT 317, AMENDED PLAT OF HAYDEN LAKE IRRIGATED TRACTS
LOCATED IN THE NE¹/₄ OF SECTION 27, TOWNSHIP 51 NORTH, RANGE 04 WEST, BOISE MERIDIAN
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



VICINITY MAP



GRAPHIC SCALE



LEGEND

- P.L.S.S. CORNERS AS NOTED
- FOUND SURVEY PINS AS NOTED
- SET 5/8" x 24" REBAR WITH PVC CAP MARKED "PLS 5289"
- SET 5/8" x 24" REBAR WITH 2" ALUMINUM CAP MARKED: T.P.O.B. - VISTA MEADOWS - PLS 5289
- SET TACK WITH BRASS WASHER MARKED "PLS 5289"

BASIS OF BEARING

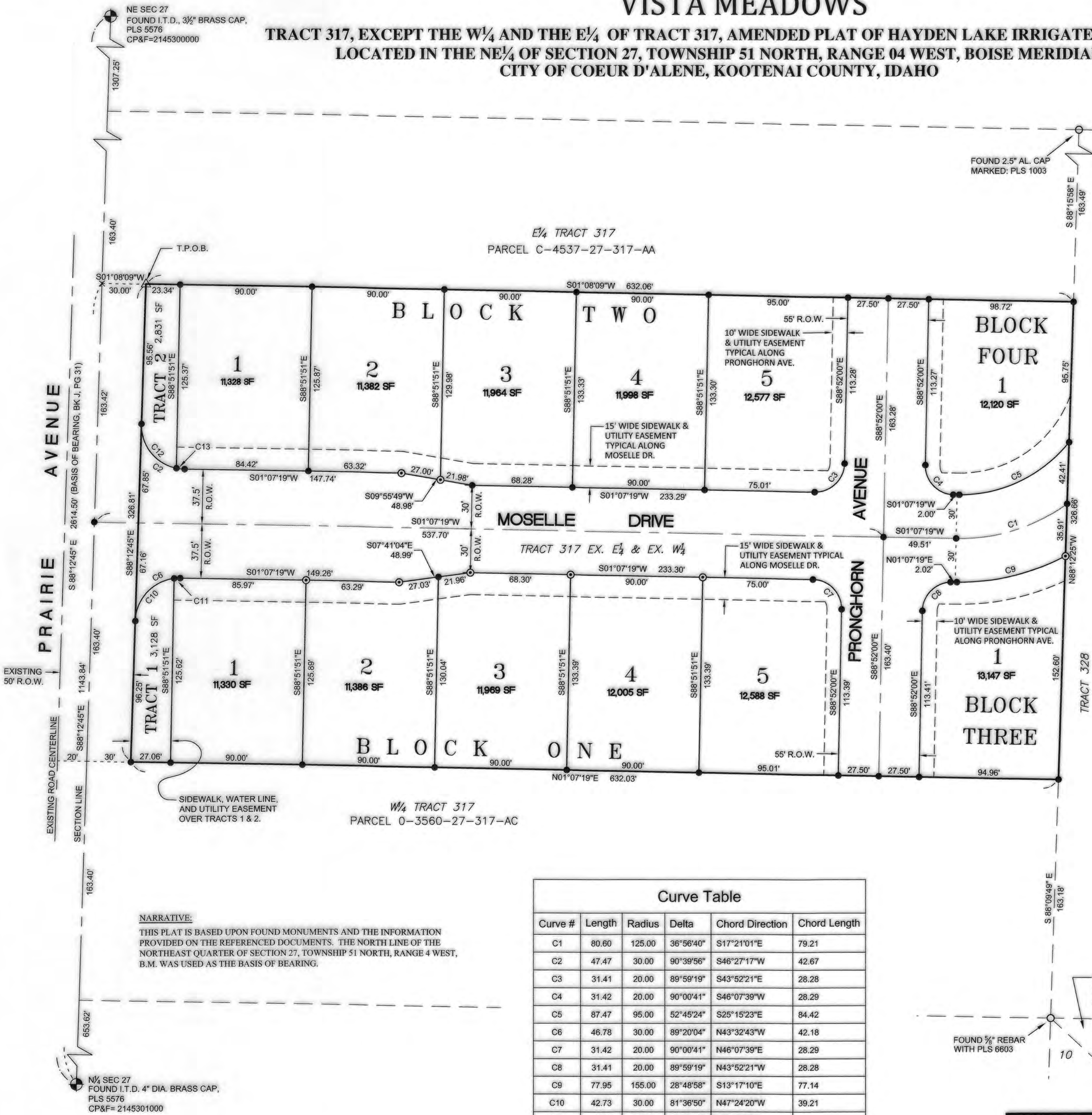
S 88°12'45" E ALONG THE NORTH LINE OF SECTION 27,
PER BOOK J, PAGE 31, RECORDS OF KOOTENAI COUNTY

REFERENCES

- AMENDED PLAT OF HAYDEN LAKE IRRIGATED TRACTS, BOOK C, PAGE 67.
- PLAT OF SUNSHINE MEADOW, FIRST ADDITION, BOOK J, PAGE 31.
- RECORD OF SURVEY BOOK 24, PAGE 378.
- RECORD OF SURVEY BOOK 28, PAGE 348E.
- COEUR D'ALENE PLACE FIRST ADDITION. BOOK G, PAGE 340.
- HONI ADDITION., BOOK K, PAGE 269.



RUSSELL G. HONSAKER, P.L.S. #5289



Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	80.60	125.00	36°56'40"	S17°21'01"E	79.21
C2	47.47	30.00	90°39'56"	S46°27'17"W	42.67
C3	31.41	20.00	89°59'19"	S43°52'21"E	28.28
C4	31.42	20.00	90°00'41"	S46°07'39"W	28.29
C5	87.47	95.00	52°45'24"	S25°15'23"E	84.42
C6	46.78	30.00	89°20'04"	N43°32'43"W	42.18
C7	31.42	20.00	90°00'41"	N46°07'39"E	28.29
C8	31.41	20.00	89°59'19"	N43°52'21"W	28.28
C9	77.95	155.00	28°48'58"	S13°17'10"E	77.14
C10	42.73	30.00	81°36'50"	N47°24'20"W	39.21
C11	4.04	30.00	7°43'14"	N2°44'18"W	4.04
C12	41.86	30.00	79°56'44"	S61°48'53"W	38.55
C13	5.61	30.00	10°43'12"	S6°28'55"W	5.60

NARRATIVE:

THIS PLAT IS BASED UPON FOUND MONUMENTS AND THE INFORMATION PROVIDED ON THE REFERENCED DOCUMENTS. THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 51 NORTH, RANGE 4 WEST, B.M. WAS USED AS THE BASIS OF BEARING.

VISTA MEADOWS

SCALE: 1" = 50'
DATE: 07-26-19

27-51N-4W

18-617

DRAWN BY: DWJ
FILE: 18-617 PLAT

FRAME & SMETANA, PA
Consulting Engineers

603 North 4th Street, Coeur d'Alene, Idaho, 83814
Ph: (208) 664-2121 / Fax: 765-5502 / Email: smetana@roadrunner.com

SHEET
1 OF 2

VISTA MEADOWS

TRACT 317, EXCEPT THE W $\frac{1}{4}$ AND THE E $\frac{1}{4}$ OF TRACT 317, AMENDED PLAT OF HAYDEN LAKE IRRIGATED TRACTS
LOCATED IN THE NE $\frac{1}{4}$ OF SECTION 27, TOWNSHIP 51 NORTH, RANGE 04 WEST, BOISE MERIDIAN
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK ____, PAGE ____
INST. No. _____

OWNER'S CERTIFICATE

BE IT KNOWN THAT VISTA MEADOWS, LLC AN IDAHO LIMITED LIABILITY COMPANY, THE OWNER OF THE REAL PROPERTY HEREIN DESCRIBED HAS CAUSED THE SAME TO BE SURVEYED AND DIVIDED INTO LOTS AND BLOCKS AS SHOWN HEREON TO BE KNOWN AS VISTA MEADOWS BEING A PORTION OF TRACT 317 OF THE AMENDED PLAT OF HAYDEN LAKE IRRIGATED TRACTS, BOOK C, PAGE 67, RECORDS OF KOOTENAI COUNTY, IN THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 51 NORTH, RANGE 4 WEST, B.M., IN THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 27, FROM WHICH THE NORTHEAST CORNER OF SECTION 27, BEARS S 88°12'45" E, 2614.50 FEET; THENCE ALONG THE NORTH LINE OF SAID SECTION 27, S 88°12'45" E, 1143.84 FEET; THENCE LEAVING THE SAID NORTH LINE OF SECTION 27, S 1°08'09" W, 30.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF PRAIRIE AVENUE AND THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE LEAVING THE SAID SOUTHERLY RIGHT-OF-WAY LINE ALONG THE WEST LINE OF THE EAST $\frac{1}{4}$ OF SAID TRACT 317, S 1°08'09" W, 632.06 FEET TO THE NORTHERLY BOUNDARY LINE OF TRACT 328 OF THE SAID AMENDED PLAT; THENCE LEAVING THE SAID WEST LINE OF THE EAST $\frac{1}{4}$, ALONG THE SAID NORTHERLY BOUNDARY LINE OF TRACT 328, N 88°12'25" W, 326.66 FEET TO THE SOUTHEAST CORNER OF THE WEST $\frac{1}{4}$ OF SAID TRACT 317; THENCE ALONG THE EASTERLY BOUNDARY LINE OF THE SAID WESTERLY $\frac{1}{4}$ OF TRACT 317, N 1°07'19" E, 632.03 FEET TO THE SAID SOUTHERLY RIGHT-OF-WAY LINE OF PRAIRIE AVENUE; THENCE ALONG THE SAID SOUTHERLY RIGHT-OF-WAY LINE, S 88°12'45" E, 326.81 FEET TO THE TRUE POINT OF BEGINNING. CONTAINING APPROXIMATELY 4.741 ACRES.

THE OWNER HEREBY DEDICATES THE RIGHTS-OF-WAY OF MOSELLE DRIVE AND PRONGHORN AVENUE AS SHOWN HEREON TO THE CITY OF COEUR D'ALENE FOREVER. A 15 FOOT WIDE SIDEWALK AND UTILITY EASEMENT ADJOINING THE RIGHT-OF-WAY LINES OF MOSELLE DRIVE AND A 10 FOOT WIDE SIDEWALK AND UTILITY EASEMENT ADJOINING THE RIGHT-OF-WAY LINES OF PRONGHORN AVENUE, SHOWN HEREON, IS HEREBY GRANTED TO THE CITY OF COEUR D'ALENE FOR THE INSTALLATION, IMPROVEMENT, OPERATION AND MAINTENANCE OF SIDEWALKS, UTILITIES, AND STREET DRAINAGE FACILITIES. NO BUILDING, STRUCTURE, FENCE, OR IMPROVEMENTS SHALL BE ERRECTED OR CONSTRUCTED OTHER THAN SIDEWALKS AND ASPHALT PAVING, NOR SHALL THE GROUND ELEVATION BE INCREASED OR DECREASED WITHOUT THE EXPRESS WRITTEN APPROVAL OF THE CITY OF COEUR D'ALENE. THE OWNER RESERVES ANY OTHER EASEMENT OF RECORD OR IN VIEW.

TRACTS 1 AND 2 IDENTIFIED HEREON ARE COMMON AREAS AND SHALL BE DEEDED TO, OWNED, IMPROVED, MANAGED, AND MAINTAINED BY THE VISTA MEADOWS HOME OWNERS ASSOCIATION, A NONPROFIT ASSOCIATION OF PROPERTY OWNERS HAVING JURISDICTION OVER THE PLATTED AREA. THE COMMON TRACTS CANNOT BE SOLD OR TRANSFERRED REGARDLESS OF ANY PROVISIONS IN THE COVENANTS TO THE CONTRARY WITHOUT THE EXPRESSED WRITTEN APPROVAL BY THE CITY OF COEUR D'ALENE. THE OWNERS HEREBY DECLARE THAT ALL SUCH COMMON AREA TRACTS SHALL BE SUBJECT TO A PERPETUAL NONEXCLUSIVE EASEMENT IN FAVOR OF THE VISTA MEADOWS HOME OWNERS ASSOCIATION FOR USE AND ENJOYMENT FOR RECREATIONAL PURPOSE SUBJECT TO SUCH PURPOSES AS DRAINAGE, INGRESS AND EGRESS EASEMENTS AND SUBJECT TO SUCH UNIFORM RULES, REGULATIONS, AND RESTRICTIONS AS MAY BE ADOPTED BY THE OWNERS ASSOCIATION FROM TIME TO TIME.

WATER SERVICE TO EACH LOT AND TRACT PLATTED HEREIN SHALL BE PROVIDED BY HAYDEN LAKE IRRIGATION DISTRICT. SANITARY SEWER SERVICE TO EACH LOT AND TRACT PLATTED HEREIN SHALL BE PROVIDED BY THE CITY OF COEUR D'ALENE.

THE LOTS WITHIN VISTA MEADOWS ARE SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AS INSTRUMENT NO. _____ ON _____, 2019
IN BOOK _____, PAGE _____ RECORDS OF KOOTENAI COUNTY.

John A. Beutler 7-24-2019
JOHN A. BEUTLER, MANAGING MEMBER DATE
VISTA MEADOWS, LLC

STATE OF IDAHO, COUNTY OF KOOTENAI, ss

ON THIS 26th DAY OF July, IN THE YEAR 2019, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED JOHN A. BEUTLER, KNOWN OR IDENTIFIED TO ME, TO BE THE MANAGER OR A MEMBER OF THE LIMITED LIABILITY COMPANY THAT EXECUTED THE INSTRUMENT OR THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY AND ACKNOWLEDGED TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME.

Stacy Carson
NOTARY PUBLIC
RESIDING AT Coeur d'Alene ID
MY COMMISSION EXPIRES: 11/17/2020



SURVEYOR'S CERTIFICATE

I, RUSSELL G. HONSAKER, P.L.S. No. 5289, STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO AS PERTAINING TO PLATS AND SURVEYS.



Russell G. Honsaker
RUSSELL G. HONSAKER, P.L.S. No. 5289
7-27-19

CITY COUNCIL APPROVAL

THIS PLAT ACCEPTED AND APPROVED BY THE CITY COUNCIL OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO
ON THE ____ DAY OF _____, 20__.

CLERK CITY OF COEUR D'ALENE

ENGINEER CITY OF COEUR D'ALENE

PANHANDLE HEALTH DISTRICT I

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

DATED: 7-26-19, HEALTH DISTRICT SIGNATURE: Jay Foreland

LAKE'S HIGHWAY DISTRICT

THE FOREGOING PLAT DEDICATIONS WERE ACCEPTED AND APPROVED BY THE BOARD OF LAKES HIGHWAY DISTRICT COMMISSIONERS ON THE 29, DAY OF July, 2019

Ray A. Dink
CHAIRMAN - LAKES HIGHWAY DISTRICT

KOOTENAI COUNTY TREASURER

I HEREBY CERTIFY THIS 26th DAY OF July, 2019, THAT THE REQUIRED TAXES ON THE HEREIN DESCRIBED LAND HAVE BEEN PAID THROUGH Summa 81,0018

Janice Thomas
KOOTENAI COUNTY TREASURER Chief Deputy

KOOTENAI COUNTY SURVEYOR

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND APPROVE THE SAME FOR RECORDING
THIS ____ DAY OF _____, 20__.



KOOTENAI COUNTY RECORDER

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO, AT THE REQUEST OF _____.

THIS ____ DAY OF _____, 20__, AT ____ M.
AND DULY RECORDED IN PLAT BOOK _____, PAGE _____, INST. # _____
FEE \$ _____

KOOTENAI COUNTY RECORDER

VISTA MEADOWS

SCALE:
DATE: 07-26-19

27-51N-4W

18-617

DRAWN BY: DWJ
FILE: 18-617 PLAT

FRAME & SMETANA, PA
Consulting Engineers
603 North 4th Street, Coeur d'Alene, Idaho, 83814
Ph: (208) 664-2121 / Fax: 765-5502 / Email: smetana@roadrunner.com

ES
SHEET
2 OF 2

AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK

Vista Meadows

THIS AGREEMENT made this 6th day of August, 2019 between Vista Meadows, LLC, whose address is 1836 Northwest Boulevard, Coeur d'Alene, ID, 83814, with John Beutler, Managing Member, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved the final subdivision plat of Vista Meadows, a twelve (12) lot, residential development in Coeur d'Alene, situated in a portion of Section 27, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho; and

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

IT IS AGREED AS FOLLOWS:

The Developer agrees to maintain and warrant for a period of one year from the approval date of this agreement, the public improvements listed in the attached spreadsheet, attached as Exhibit A, and, as shown on the construction plans entitled "Vista Meadows", signed and stamped by Merle J. Van Houten, PE, # 12523, dated November 5, 2018, incorporated herein by reference, including but not limited to: sanitary sewer system and appurtenances, potable water system and appurtenances, catch basins, stormwater drainage swales, drywells and appurtenances, concrete curb and sidewalk including ramps, asphalt paving, street luminaires, signing and monumentation as required under Title 16 of the Coeur d'Alene Municipal Code.

The Developer herewith delivers to the City, security in a form acceptable to the City, for the amount of Twenty-five Thousand Four hundred twenty-two and 60/100 Dollars (\$25,422.60) securing the obligation of the Developer to maintain and warrant the public subdivision improvements referred to herein. The security shall not be released until the 6th day of August, 2020. The City Inspector will conduct a final inspection prior to the release of the security to verify that all installed improvements are undamaged and free from defect. In the event that the improvements made by the Developer were not maintained or became defective during the period set forth above, the City may demand the funds represented by the security and use the proceeds to complete maintenance or repair of the improvements thereof. The Developer further agrees to be responsible for all costs of warranting and maintaining said improvements above the amount of the security given.

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

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

City of Coeur d'Alene

Steve Widmyer, Mayor

Vista Meadows, LLC

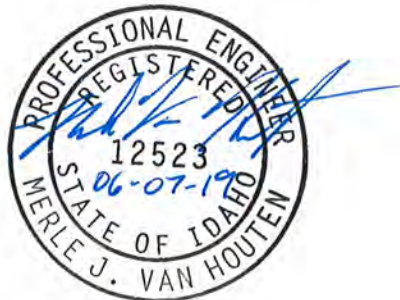
John Beutler, Managing Member

ATTEST:

Renata McLeod, City Clerk

EXHIBIT A

Vista Meadows - Phase 1 Warranty Bond 06/07/2019				
DESCRIPTION	UNIT	QTY.	COST PER UNIT	TOTAL ITEM COST
SEWER				
Gravity Sewer Pipe	LF	1640	\$ 15.00	\$ 24,600.00
Sanitary Sewer Manhole - Precast	EA	5	\$ 1,830.00	\$ 9,150.00
Temporary Clean-Out	EA	3	\$ 1,600.00	\$ 4,800.00
Sewer Service Line - Size 4" - Type - SDR 35	EA	10	\$ 512.00	\$ 5,120.00
CONCRETE				
Rolled Curb and Gutter	LF	1740	\$ 20.00	\$ 34,800.00
Standard 6" Curb and Gutter - Prairie Avenue	LF	70	\$ 37.60	\$ 2,632.00
Concrete Sidewalks, 4" Thickness, Including Ped-Ramps Within ROW	SY	815	\$ 60.80	\$ 49,552.00
AGGREGATES AND ASPHALT				
Crushed Aggregate Base - 3/4" Minus	CY	1080	\$ 13.60	\$ 14,688.00
Plant Mix Pavement - ITD SP3, 3" Thickness	SY	3570	\$ 20.00	\$ 71,400.00
Plant Mix Pavement - 10' Pedestrian Path, 2" Thickness	SY	460	\$ 24.80	\$ 11,408.00
STORMWATER AND EROSION CONTROL				
Drywell - Type A - Single Depth	EA	2	\$ 2,240.00	\$ 4,480.00
Drywell - Type B - Double Depth	EA	4	\$ 3,400.00	\$ 13,600.00
TRAFFIC SIGNALS AND STREET LIGHTING				
Painted Pavement Markings - Stop Bar	SF	27	\$ 33.00	\$ 891.00
Permanent Signing - Street/Stop Signs	LS	1	\$ 4,000.00	\$ 4,000.00
Steel Sign Posts	EA	9	\$ 345.00	\$ 3,105.00
TOTAL SUBDIVISION IMPROVEMENTS				\$ 254,226.00
MAINTENANCE/WARRANTY BOND (10% OF PUBLIC SUBDIVISION IMPROVEMENTS)				\$ 25,422.60



CITY COUNCIL STAFF REPORT

DATE: August 6, 2019
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: Bolivar 4th Addition: Final Plat, Subdivision Improvement Agreement and Security Approval

DECISION POINT

Staff is requesting the following:

1. Approval of the final plat document, a twenty-seven (27) lot residential development.
2. Approval of the subdivision improvement agreement and accompanying security.

HISTORY

- a. Applicant: Kevin Schneidmiller, Vice President
Greenstone-Kootenai II, Inc.
1421 N. Meadowwood Lane, Suite 200
Liberty Lake, WA 99019
- b. Location: East of Atlas Rd., South of Hanley Ave., West of Bolivar 2nd Addition, and North of Bolivar 3rd Addition.
- c. Previous Action:
 1. Final plat approval, Bolivar Addition in 2003.
 2. Final plat approval, Bolivar 1st Addition in 2005
 3. Final plat approval, Bolivar 2nd Addition 2006.
 4. Final plat approval, Bolivar 3rd Addition in 2017.

FINANCIAL ANALYSIS

The developer is furnishing security in the amount of \$21,488.00 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 (Storm water drainage facilities, signs, concrete sidewalk, and trail system) in order to receive final plat approval. The installation of the agreement and security enables the developer to receive final plat approval and sell platted lots, however, occupancies will not be allowed until all infrastructure installation has been completed, and, the improvements accepted by the City. The developer has stated that all infrastructure installations will be complete by November 1, 2019.

DECISION POINT RECOMMENDATION

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

SECTION CORNER
FOUND 2" ALUMINUM CAP "PLS
9367" IN MONUMENT CASE PER
CP&F NO. 2137087000

28 27
33 34
S57°56'24"E
34' 98.40'

HANLEY AVENUE
S88°34'33"E 2638.89'

S89°58'51"W-1985.01'

NORTH QUARTER CORNER SECTION 34
FOUND 2-1/2" ALUMINUM CAP PER CP&F NO.
2202800000

ATLAS ROAD
S 00°52'09" W 2636.06'
(BASIS OF BEARINGS)

VERSAILLES DRIVE (PRIVATE ROAD)

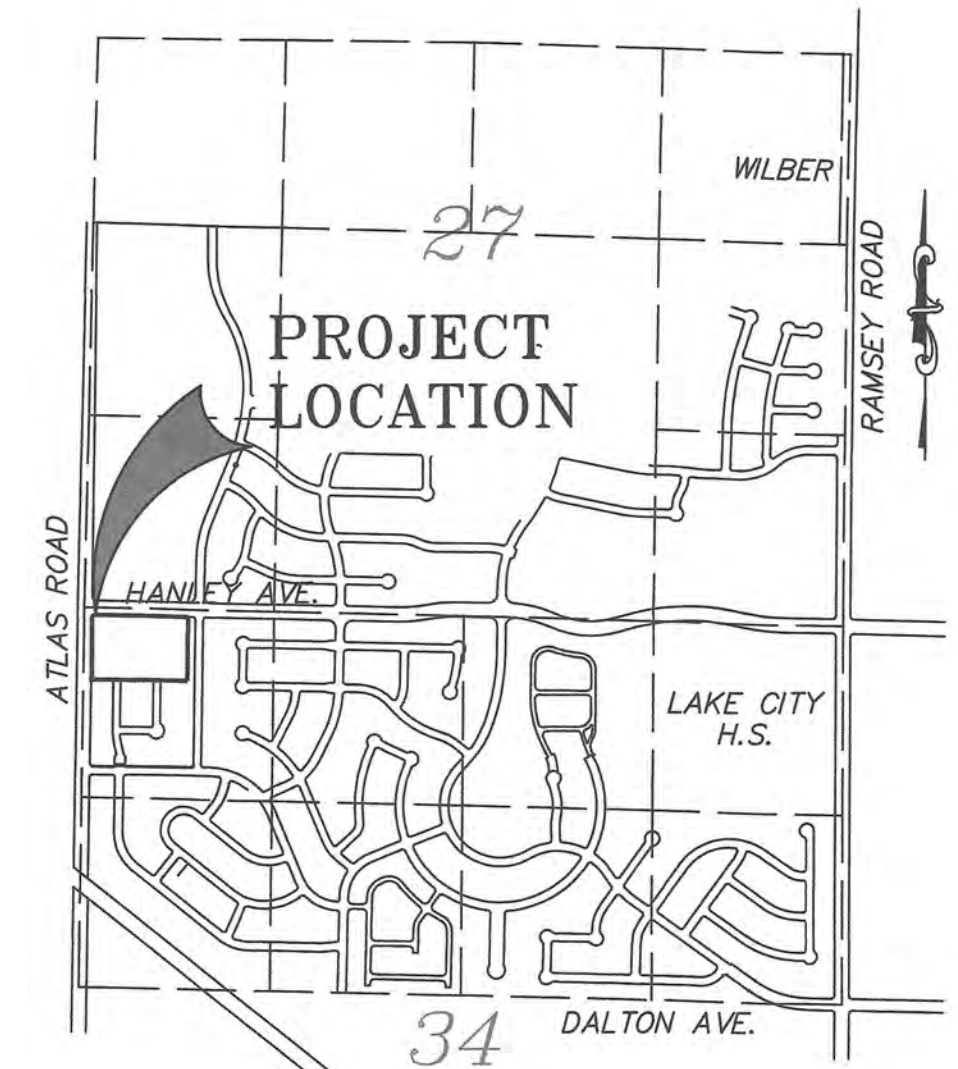
DESCARTES DRIVE (PRIVATE ROAD)

DESCARTES DRIVE (PRIVATE ROAD)

WEST QUARTER CORNER SECTION 34
FOUND 2" ALUMINUM CAP PER CP&F NO.
2060627000

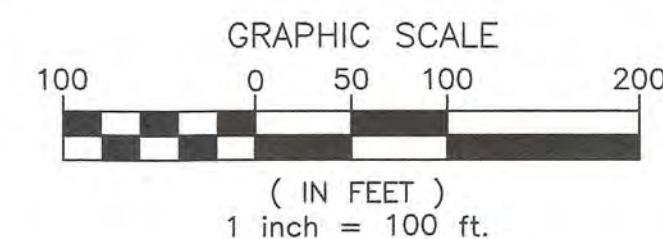
33 34

VICINITY MAP
NOT TO SCALE



BASIS OF BEARINGS

THE BEARING OF S00°52'09"W ALONG THE WEST LINE OF SECTION 34, ACCORDING TO BOLIVAR THIRD ADDITION RECORDED IN BOOK L, PAGES 160-160B WAS HELD AS THE BASIS OF BEARINGS FOR THIS PLAT. PER IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE, USING NAD83 (92) COORDINATES, THE CONVERGENCE ANGLE AT THE NORTHWEST CORNER OF SECTION 34 IS 00°47'56.60



RFK LAND SURVEYING INC.

1420 WEST GARLAND AVENUE
SPOKANE, WA 99205
TEL: (509) 324-7861
FAX: (509) 327-7249
E-MAIL: rudy@rfklandsurveying.com

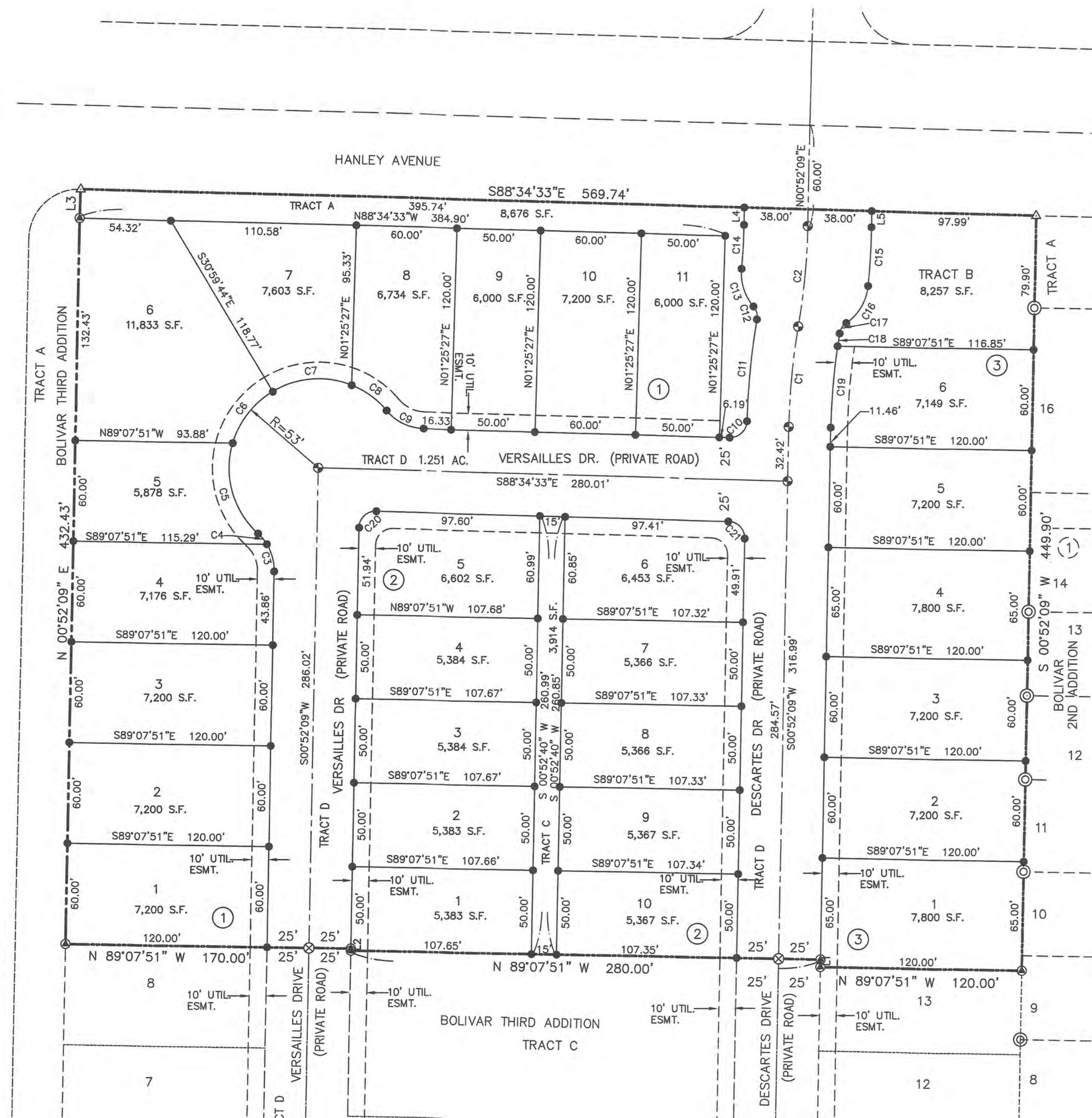
DRAWN	APPROVED	SCALE	PROJECT
MEM	RFK	AS NOTED	19-117
DATE	DATE	SHEET	FIELD BOOK
07/11/19	07/11/19	1 OF 3	



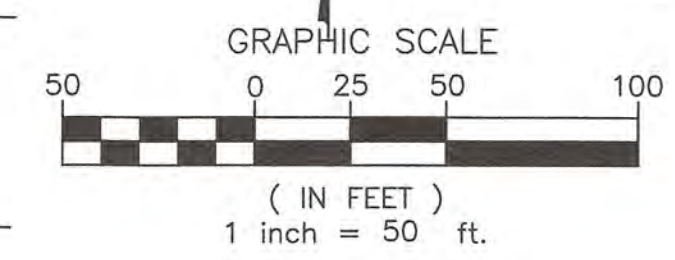
7-15-19

BOLIVAR FOURTH ADDITION

A RE-PLAT OF LOT 1, BLOCK 5 OF BOLIVAR THIRD ADDITION LOCATED IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	400.00'	60.10'	60.04'	N 05°10'25" E	8°36'32"
C2	400.00'	60.10'	60.04'	N 05°10'25" E	8°36'32"
C3	30.00'	17.05'	16.82'	S 15°24'32" E	32°33'22"
C4	30.00'	8.35'	8.32'	S 39°39'28" E	15°56'30"
C5	53.00'	59.01'	56.01'	S 15°43'52" E	63°47'41"
C6	53.00'	39.63'	38.71'	S 37°35'07" W	42°50'18"
C7	53.00'	48.88'	47.16'	S 85°25'26" W	52°50'19"
C8	53.00'	25.97'	25.71'	N 54°07'03" W	28°04'44"
C9	30.00'	25.39'	24.64'	N 64°19'37" W	48°29'52"
C10	10.00'	15.74'	14.16'	S 46°20'21" W	90°10'13"
C11	425.00'	61.00'	60.95'	S 05°21'58" W	81°32'27"
C12	9.50'	8.26'	8.00'	S 15°25'52" E	49°49'06"
C13	30.50'	24.14'	23.52'	N 17°39'50" W	45°21'10"
C14	362.00'	26.18'	26.17'	S 02°56'27" W	4°08'36"
C15	438.00'	35.08'	35.07'	N 03°09'50" E	4°35'22"
C16	30.50'	26.40'	25.58'	N 30°15'09" E	49°35'16"
C17	9.50'	7.56'	7.36'	N 32°15'44" E	45°34'06"
C18	375.00'	7.67'	7.67'	N 08°53'31" E	1°10'20"
C19	375.00'	48.67'	48.64'	N 04°35'15" E	7°26'12"
C20	10.00'	15.80'	14.21'	N 46°08'48" E	90°33'18"
C21	10.00'	15.61'	14.07'	S 43°51'12" E	89°26'42"



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 00°52'09" E	4.48'
L2	N 00°52'09" E	1.26'
L3	N 01°50'04" E	17.25'
L4	S 00°52'09" W	10.37'
L5	S 00°52'09" W	9.63'

- LEGEND**
- ⊙ SET 5/8" X 30" REBAR WITH ALUMINUM CAP MARKED "MEM 9717" TO BE SET ON OR BEFORE ONE YEAR SUBSEQUENT TO THE RECORDING OF THIS PLAT IN ACCORDANCE WITH IDAHO CODES 50-1331 AND 50-1333.
 - SET 1/2" X 24" REBAR WITH YELLOW OR ORANGE PLASTIC CAP MARKED "MEM 9717" TO BE SET ON OR BEFORE ONE YEAR SUBSEQUENT TO THE DATE OF RECORDING OF THIS PLAT IN ACCORDANCE WITH IDAHO CODES 50-1331, 50-1332 AND 50-1333.
 - ⊙ SET 5/8" X 30" REBAR WITH YELLOW OR ORANGE PLASTIC CAP MARKED "MEM 9717" OR LEAD & TAG MARKED "MEM 9717"
 - △ FOUND 5/8" X 30" REBAR WITH ORANGE PLASTIC CAP MARKED "MEM 9717"
 - ⊗ FOUND 5/8" X 30" REBAR WITH ALUMINUM CAP MARKED "MEM 9717"
 - ⊙ FOUND 1/2" X 24" REBAR WITH ORANGE PLASTIC CAP MARKED "MEM 9717".
 - Ⓢ BLOCK NUMBER
- TOTAL AREA=5.872 ACRES



BOLIVAR FOURTH ADDITION
 A RE-PLAT OF LOT 1, BLOCK 5 OF BOLIVAR THIRD ADDITION LOCATED IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BASIS OF BEARINGS
 THE BEARING OF S00°52'09"W ALONG THE WEST LINE OF SECTION 34, ACCORDING TO BOLIVAR THIRD ADDITION RECORDED IN BOOK L, PAGES 160-160B WAS HELD AS THE BASIS OF BEARINGS FOR THIS PLAT. PER IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE, USING NAD83 (92) COORDINATES, THE CONVERGENCE ANGLE AT THE NORTHWEST CORNER OF SECTION 34 IS 00°47'56.60

SURVEY REFERENCES
 (A) BOLIVAR THIRD ADDITION, RECORDED IN BOOK L OF PLATS. PAGE 160 THRU 160B

RFK LAND SURVEYING INC.		DRAWN	APPROVED	SCALE	PROJECT
1420 WEST GARLAND AVENUE SPOKANE, WA 99205 TEL: (509) 324-7861 FAX: (509) 327-7249 E-MAIL: rudy@rfklandsurveying.com		MEM	RFK	AS NOTED	19-117
		DATE	DATE	SHEET	FIELD BOOK
		07/11/19	07/11/19	2 OF 3	

CITY COUNCIL CERTIFICATE

THIS PLAT HAS BEEN APPROVED AND ACCEPTED BY THE CITY COUNCIL OF COEUR D'ALENE, IDAHO.
ON THE _____ DAY OF _____, 20____.

COEUR D'ALENE CITY CLERK

COEUR D'ALENE CITY ENGINEER

HEALTH DISTRICT APPROVAL

A SANITARY RESTRICTION, IN ACCORDANCE WITH IDAHO CODE 50-1326 TO 50-1329, IS IMPOSED ON THIS PLAT. NO BUILDINGS, DWELLINGS, OR SHELTERS SHALL BE ERRECTED UNTIL SANITARY RESTRICTION REQUIREMENTS ARE SATISFIED AND LIFTED.

THIS PLAT APPROVED THIS 24th DAY OF July, 2019

PAINHANDLE HEALTH DISTRICT 1

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON A REVIEW BY A QUALIFIED LICENSED PROFESSIONAL ENGINEER (QPE) REPRESENTING THE CITY OF COEUR D' ALENE AND THE QPPE APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. BUYER IS CAUTIONED THAT AT THE TIME OF THIS APPROVAL, NO DRINKING WATER EXTENSIONS WAS CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS IF DRINKING WATER EXTENSIONS OR SEWER EXTENSION HAVE SINCE BEEN CONSTRUCTED OR IF THE DEVELOPER IS SIMULTANEOUSLY CONSTRUCTING THOSE FACILITIES. IF THE DEVELOPER FAILS TO CONSTRUCT FACILITIES, THEN SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL, AND NON-CONSTRUCTION OF ANY BUILDING OR SHELTER REQUIRING DRINKING WATER OR SEWER/SEPTIC FACILITIES SHALL BE ALLOWED.

DATE 7-24-19 HEALTH DISTRICT SIGNATURE [Signature]

SURVEYOR'S CERTIFICATE

I, MICHAEL E. MOORE P.L.S. #9717, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED ON THIS PLAT WAS PERFORMED BY ME OR UNDER MY SUPERVISION IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO. INTERIOR MONUMENTS WILL BE SET 1 YEAR SUBSEQUENT TO THE RECORDING OF THIS PLAT IN ACCORDANCE WITH IDAHO CODES 50-1331 AND 50-1333.

[Signature] 7-15-19
MICHAEL E. MOORE P.L.S. #9717 DATE



KOOTENAI COUNTY TREASURER

I HEREBY CERTIFY THAT THE REQUIRED TAXES ON THE HEREIN DESCRIBED LAND

HAVE BEEN PAID THROUGH December 31, 2018, THIS

25th DAY OF July, 2019

[Signature]
KOOTENAI COUNTY TREASURER [Signature]

COUNTY SURVEYOR'S CERTIFICATE

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

KOOTENAI COUNTY SURVEYOR

KOOTENAI COUNTY RECORDER

STATE OF IDAHO)

COUNTY OF KOOTENAI) SS

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO, AT THE REQUEST OF _____, THIS _____ DAY OF _____, 20____.

AT _____ MINUTES PAST _____ O'CLOCK _____ M, AND DULY RECORDED IN BOOK _____, PAGE _____.

_____ AS INSTRUMENT NO. _____ FEE _____

KOOTENAI COUNTY RECORDER



OWNER'S CERTIFICATE & DEDICATION

BE IT KNOWN THAT GREENSTONE-KOOTENAI, II INC., AN IDAHO CORPORATION AUTHORIZED TO DO BUSINESS IN THE CITY OF COEUR D'ALENE AND THE STATE OF IDAHO, IS THE OWNER OF THE PROPERTY DESCRIBED IN THIS CERTIFICATE AND HAS CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS AND TRACTS AS HEREIN SHOWN AND DOES DESIGNATE THE SAME AS BOLIVAR FOURTH ADDITION, SAID PROPERTY BEING A RE-PLAT OF LOT 1, BLOCK 5 OF BOLIVAR THIRD ADDITION, RECORDED IN BOOK L, PAGES 160 THRU 160B, LOCATED IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO.

1.) THE CITY OF COEUR D'ALENE WILL PROVIDE WATER AND SANITARY SEWER SERVICE TO THIS DEVELOPMENT.

2.) THE OWNER HEREBY GRANTS TO THE PUBLIC TEN FOOT (10') EASEMENT AS SHOWN HEREON TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS FOR THE INSTALLATION, IMPROVEMENT, OPERATION AND MAINTENANCE OF FRANCHISED UTILITIES AS SHOWN HEREON.

3.) TRACTS A, B, C IDENTIFIED HEREON ARE COMMON AREAS AND SHALL BE DEEDED TO, OWNED, IMPROVED, MANAGED AND MAINTAINED BY THE COEUR D'ALENE PLACE MASTER ASSOCIATION INC., A NONPROFIT ASSOCIATION OF PROPERTY OWNERS HAVING JURISDICTION OVER THE PLATTED AREA. THE COMMON TRACTS CANNOT BE SOLD OR TRANSFERRED REGARDLESS OF ANY PROVISIONS IN THE COVENANTS TO THE CONTRARY WITHOUT THE EXPRESSED WRITTEN APPROVAL BY THE CITY OF COEUR D'ALENE. THE OWNERS HEREBY DECLARE THAT ALL SUCH COMMON AREA TRACTS SHALL BE SUBJECT TO A PERPETUAL NONEXCLUSIVE EASEMENT IN FAVOR OF THE COEUR D'ALENE PLACE MASTER ASSOCIATION INC., FOR USE AND ENJOYMENT FOR RECREATIONAL PURPOSE, SUBJECT TO SUCH PURPOSES AS DRAINAGE, INGRESS AND EGRESS EASEMENTS AND SUBJECT TO SUCH UNIFORM RULES, REGULATIONS, AND RESTRICTIONS AS MAY BE ADOPTED BY THE OWNERS ASSOCIATION FROM TIME TO TIME.

4.) TRACT D PRIVATE ROADS (VERSAILLES DRIVE AND DESCARTES DRIVE) IDENTIFIED HEREON ARE COMMON AREAS AND SHALL BE DEEDED TO, OWNED, IMPROVED, MANAGED AND MAINTAINED BY THE COEUR D'ALENE PLACE MASTER ASSOCIATION INC., A NONPROFIT ASSOCIATION OF PROPERTY OWNERS HAVING JURISDICTION OVER THE PLATTED AREA. THE COMMON TRACTS CANNOT BE SOLD OR TRANSFERRED REGARDLESS OF ANY PROVISIONS IN THE COVENANTS TO THE CONTRARY WITHOUT THE EXPRESSED WRITTEN APPROVAL BY THE CITY OF COEUR D'ALENE. THE OWNERS HEREBY DECLARE THAT ALL SUCH COMMON AREA TRACTS SHALL BE SUBJECT TO A PERPETUAL NONEXCLUSIVE EASEMENT IN FAVOR OF THE COEUR D'ALENE PLACE MASTER ASSOCIATION INC., FOR USE AND ENJOYMENT FOR RECREATIONAL PURPOSE, SUBJECT TO SUCH PURPOSES AS DRAINAGE, INGRESS AND EGRESS EASEMENTS AND SUBJECT TO SUCH UNIFORM RULES, REGULATIONS, AND RESTRICTIONS AS MAY BE ADOPTED BY THE OWNERS ASSOCIATION FROM TIME TO TIME.

5.) THE OWNERS HEREBY GRANT TO THE CITY OF COEUR D'ALENE AN EASEMENT OVER ALL OF TRACT D AS SHOWN HEREON, TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS FOR THE INSTALLATION, IMPROVEMENT, OPERATION AND MAINTENANCE OF A SANITARY SEWER LINE AND WATER LINES. NO BUILDING STRUCTURE, FENCE OR EASEMENT SHALL BE ERRECTED OR CONSTRUCTED OTHER THAN SIDEWALKS AND STREETS NOR SHALL ANY TREES OR PLANTS OR ANY OTHER VEGETATION OR FLORA BE PLANTED EXCEPT GRASS WITHIN SAID EASEMENT, NOR SHALL THE EXISTING GROUND ELEVATIONS BE INCREASED OR DECREASED WITHOUT EXPRESS WRITTEN APPROVAL OF THE CITY OF COEUR D' ALENE.

6.) THE OWNERS HEREBY GRANT TO THE CITY OF COEUR D'ALENE AND THE SERVING UTILITY COMPANY AN UTILITY EASEMENT OVER ALL OF TRACT B TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS FOR THE INSTALLATION, IMPROVEMENT, OPERATION AND MAINTENANCE.

IN WITNESS WHEREOF, THE AFORESAID OWNERS HAVE CAUSED THEIR CORPORATE NAMES TO BE HEREUNTO SUBSCRIBED THIS 22nd DAY OF July, 2019.

[Signature]
BY:
GREENSTONE-KOOTENAI, II INC.

ACKNOWLEDGMENT

STATE OF WASHINGTON)

COUNTY OF SPOKANE) SS

ON THIS 22nd DAY OF July, 2019, BEFORE ME, [Signature], A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, PERSONALLY APPEARED [Signature], KNOWN OR IDENTIFIED TO ME TO BE [Signature] FOR GREENSTONE-KOOTENAI, II INC THE CORPORATION THAT EXECUTED THIS INSTRUMENT OR THE PERSONS WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID CORPORATION AND ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.

[Signature] [Signature] [Signature]
NOTARY PUBLIC FOR THE STATE OF WASHINGTON RESIDING AT MY COMMISSION EXPIRES



BOLIVAR FOURTH ADDITION

A RE-PLAT OF LOT 1, BLOCK 5 OF BOLIVAR THIRD ADDITION LOCATED IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

RFK LAND SURVEYING INC.

1420 WEST GARLAND AVENUE
SPOKANE, WA 99205
TEL: (509) 324-7861
FAX: (509) 327-7249
E-MAIL: rudy@rfklandsurveying.com

DRAWN	APPROVED	SCALE	PROJECT
MEM	RFK	AS NOTED	19-117
DATE	DATE	SHEET	FIELD BOOK
07/11/19	07/11/19	3 OF 3	



SUBDIVISION IMPROVEMENTS PERFORMANCE BOND

Bond No. SAIFSU0754026

Initial Premium \$ 322.00

Subject to Renewal

KNOW ALL MEN BY THESE PRESENTS: That we, Greenstone-Kootenai II, Inc as Principal, and International Fidelity Insurance Company, a corporation duly authorized under the laws of the State of NJ to become surety on bonds and undertakings, as Surety, are held and firmly bound unto City of Coeur D'Alene, as Obligee in the full and just sum of Twenty One Thousand Four Hundred Eighty Eight Dollars and Dollars, (\$ 21,488.00) lawful money of the United States of America, to be paid to the said Obligee, successors or assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, successors, administrators and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

Whereas, the Principal and Obligee have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, and identified as project Coeur d' Alene Place Bolivar 4th Addition, is hereby referred to and made a part hereof; and

Whereas, said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

Now, Therefore, the condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Obligee, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by Obligee in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact this 26th day of July, 2019.

Greenstone-Kootenai II, Inc

Principal

By: _____

International Fidelity Insurance Company

By: _____

Shawn M. Wilson

/ Attorney-in-Fact

POWER OF ATTORNEY
INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY, a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

ADAM GRIFFITH, PATRICK MCLAUGHLIN, SHAWN M. WILSON, LAUREN E. RICHARDSON,
NICHOLAS W. PAGET, EDWARD G. TABISH, GEORGE C. SCHROEDER

Spokane, WA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 10th day of July, 2015:

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 31st day of December, 2016.



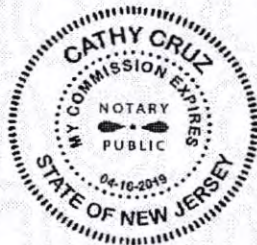
STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 31st day of December 2016, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

26th

day of July, 2019

MARIA BRANCO, Assistant Secretary

AGREEMENT TO PERFORM SUBDIVISION WORK

Bolivar 4th Addition

THIS AGREEMENT made this 6th day of August, 2019 between Greenstone-Kootenai II, Inc., whose address is 1421 N. Meadowwood Lane, Suite 200, Liberty Lake, WA 99019, with Kevin Schneidmiller, Vice-President, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved, subject to completion of the required improvements, the subdivision plat of Bolivar 4th Addition, a twenty-seven (27) lot, residential development in Coeur d'Alene, situated in the Northwest Quarter of Section 34, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to complete the following public improvements: Landscaping as required under Title 16 of the Coeur d'Alene Municipal Code, on or before the 1st day of November, 2019. Said improvements are more particularly described on the submitted estimate of probable construction costs dated July 25, 2019 attached as Exhibit 'A', and, shown on the civil engineering drawings titled "Bolivar 4th Addition", dated April 18, 2019, stamped and signed by Doug J. Desmond, PE, #10886 of Greenstone Homes & Neighborhoods, whose address is 1421 N. Meadowwood Lane, Suite 200, Liberty Lake, WA 99019, on file in the City of Coeur d'Alene Engineering Department's office and incorporated herein by reference.

The Developer, prior to recording the plat, shall deliver to the City, security in the amount of Ninety-seven Thousand Six Hundred One and 00/100 Dollars (\$97,601.00) 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.

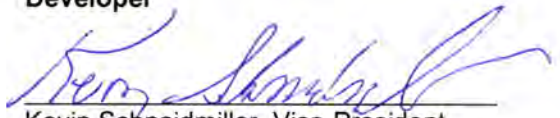
The Parties further agree that the City has utilized substantial staff time to prepare this agreement, which will benefit the Developer. The Parties further agree the City should be reimbursed a reasonable fee for its costs to prepare such agreement. The Parties further agree that such fee should be 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

Steve Widmyer, Mayor

Developer


Kevin Schneidmiller, Vice-President

ATTEST:

Renata McLeod, City Clerk

AGREEMENT TO PERFORM SUBDIVISION WORK

Bolivar 4th Addition

THIS AGREEMENT made this 6th day of August, 2019 between Greenstone-Kootenai II, Inc., whose address is 1421 N. Meadowwood Lane, Suite 200, Liberty Lake, WA 99019, with Kevin Schneidmiller, Vice-President, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved, subject to completion of the required improvements, the subdivision plat of Bolivar 4th Addition, a twenty-seven (27) lot, residential development in Coeur d'Alene, situated in the Northwest Quarter of Section 34, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to complete the following public improvements: Storm water drainage facilities, signs, concrete sidewalk, and trail system, as required under Title 16 of the Coeur d'Alene Municipal Code, on or before the 1st day of November, 2019. Said improvements are more particularly described on the submitted estimate of probable construction costs dated July 25, 2019 attached as Exhibit 'A', and, shown on the civil engineering drawings titled "Bolivar 4th Addition", dated April 18, 2019, stamped and signed by Doug J. Desmond, PE, #10886 of Greenstone Homes & Neighborhoods, whose address is 1421 N. Meadowwood Lane, Suite 200, Liberty Lake, WA 99019, on file in the City of Coeur d'Alene Engineering Department's office and incorporated herein by reference.

The Developer, prior to recording the plat, shall deliver to the City, security in the amount of Twenty-one Thousand Four Hundred Eighty-eight and 00/100 Dollars (\$21,488.00) 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

Steve Widmyer, Mayor

Developer

Kevin Schneidmiller, Vice-President

ATTEST:

Renata McLeod, City Clerk

ESTIMATED CONSTRUCTION COSTS TO COMPLETE REQUIRED IMPROVEMENTS

	Project Name:	Bolivar 4th								
9-0120	Storm Drainage	Double Depth DW			1	\$ 2,800.00	2,800	0		
		208' ponds			1500	\$ 1.20	1,800	0		
		Hydroseed			1500	\$ 0.20	300	0	4,900	
9-0152	Sidewalk	width	5 feet	100		\$ 3.25	1,625	0		
		ada domes S.F		2		\$ 800.00	1,600		3,225	
9-0175	Trail System	asphalt	100		0	\$ 50.00	5,000	0	5,000	
9-0180	Street Signs	street signs		2	1	\$ 400.00	1,200	0	1,200	
CONSTRUCTION COSTS									\$ 14,325	
Construction Bond 150%									\$ 21,488	

CITY COUNCIL
STAFF REPORT

DATE: July 15, 2019

FROM: Dave Hagar

SUBJECT: School Resource Officer Contract for School Year 2019-2020 with North Idaho College

Decision Point: The police department requests approval of the attached contract with North Idaho College to provide School Resource Officer services for school year 2019-2020.

History: The City has maintained a contract with North Idaho College to provide one School Resource Officer for several years. This contract is similar to previous year's contracts.

Financial Analysis: North Idaho College agrees to pay the full amount of the Officer's salary not including benefits, plus any overtime associated with this function. This amount covers roughly 63% of the cost of the School Resource Officer's regular wages and benefits for the person assigned to the College.

Performance Analysis: This partnership with North Idaho College is extremely valuable and demonstrates our commitment to keeping our students safe. Having an SRO at the school throughout the summer continues this partnership and is in the best interest of the College and the community.

Decision Point: The police department requests approval of the attached contract with North Idaho College to provide School Resource Officer services for school year 2019-2020.

AGREEMENT BETWEEN
NORTH IDAHO COLLEGE
and
CITY OF COEUR D'ALENE
for

EMPLOYMENT OF SCHOOL RESOURCE OFFICERS
NORTH IDAHO COLLEGE FISCAL YEAR 2019-2020

THIS AGREEMENT is entered into this 6th day of July, 2019, by and between North Idaho College, Coeur d'Alene, Idaho, hereinafter referred to as NIC, and the City of Coeur d'Alene, having its principal business office located at 710 E. Mullan Avenue, Coeur d'Alene, Idaho, 83814 hereinafter referred to as CITY.

W I T N E S S E T H:

WHEREAS, safety and security on and around the college campus is an essential element for a positive educational environment; and

WHEREAS, the safety and well-being of students, faculty, staff and administration, on NIC campus is a concern shared by both the CITY and NIC, and a coordinated effort is deemed the most effective and efficient means to provide for campus security; and

WHEREAS, the presence of uniformed police officers on the college campus, in addition to basic law enforcement services, allows for an array of police services to be provided to both students and staff such as the dissemination of information about the police department, the criminal justice system, emergency response best practices, and alcohol and drug abuse prevention.

NOW THEREFORE, the parties to this agreement do mutually agree as follows:

I. RESPONSIBILITIES OF CITY

1. CITY agrees to provide one (1) School Resource Officer in order to provide a uniformed high visibility presence on and around the NIC campus, located in the City of Coeur d'Alene; and
2. CITY agrees to furnish normal equipment for the officer who performs this service, including use of Coeur d'Alene Police Department vehicles; and

3. CITY agrees the officer will facilitate classroom and faculty presentations related the law, at NIC. The School Resource Officer (SRO) will investigate related criminal cases on campus, continue to work with community agencies in emergency response procedures, schedule security activities as needed, be the first responder in all law enforcement related matters as they occur during regularly scheduled work hours for the officer; and
4. CITY agrees to have the officer attend various sporting events and other extra curricular activities as needed for pro-active enforcement and interaction; and
5. CITY agrees to document and investigate all incidents of crime as per the police department's policies and procedures.
6. CITY agrees that the School Resource Officer (SRO) will be on campus year-round.
7. CITY agrees to coordinate the costs of training, as recommended by NIC, specific to the position of School Resource Officer at NIC and reach a mutually agreeable cost sharing model based on a 50/50 split.

II. RESPONSIBILITIES OF NIC

1. NIC agrees to provide office space, furnishings and supplies for a School Resource Officer; and
2. NIC agrees to furnish any special equipment or material necessary for the performance of this service as such equipment or material shall be identified and agreed to by the parties in writing; and
3. NIC agrees the officer shall be responsible primarily to their Police Department Supervisor and secondarily to the President or their designee at NIC
4. NIC agrees to pay all overtime for the School Resource Officer when working school related events.
5. NIC agrees to coordinate the costs of training, as recommended by NIC, specific to the position of School Resource Officer at NIC and reach a mutually agreeable cost sharing model based on a 50/50 split.

III. CONTROL AND JURISDICTION

Prevention, education and training may take place at NIC located in the City of Coeur d'Alene as such activity relates to NIC.

The School Resource Officer will remain under the employment, direction, and control of the Coeur d'Alene Police Department. The Resource Officer is an employee of the City of Coeur d'Alene as employee is defined under Idaho Code 6-902(4). The City of Coeur d'Alene shall remain responsible for the actions of the School Resource Officer, and shall maintain liability insurance, or self insurance as the case may be in order to protect NIC from any claims under the Idaho Tort Claims Act, Idaho Code 6-901 et seq., or any other alleged act or omission of the School Resource Officer including but not limited to alleged Civil Rights violations.

NIC shall endeavor to provide the CITY with requests for additional officers, or for work assignments occurring outside regular school hours (that are not usual police duties) prior to the beginning of the school year. NIC will update the CITY at reasonable intervals in order to assist the CITY in scheduling officers. Any requests for services by the CITY outside the scope of this agreement shall be negotiated for compensation prior to the incurrence of such work assignments, the same shall be agreed to in writing.

IV. CONSIDERATION

In consideration of all services hereinbefore described, NIC agrees to pay and CITY agrees to accept in full payment based on the full salary of the School Resource Officer, not including benefits, not to exceed \$89,000.00, to be billed in equal installments for the first quarter (July, August, September) and for the third quarter (January, February, March) of the year. All overtime expenses will be billed quarterly. The consideration is subject to adjustment based on the full salary of the School Resource Officer, not including benefits, which is yet to be determined.

V. TERM, AMENDMENT, RENEWAL AND TERMINATION OF AGREEMENT

1. The term of this Agreement shall remain in effect for the 2019-2020 NIC fiscal year.
2. This Agreement may be amended or renewed in writing by consent of CITY and NIC as permitted by law.
3. This Agreement may be terminated at any time in writing by mutual consent of CITY and NIC.
4. On or before July 1, 2020, both parties shall meet to evaluate the program prior to deciding whether to continue.

VI. IDAHO LAW CONTROLS

It is expressly understood and agreed by CITY and NIC that the laws of the State of Idaho shall govern them and the interpretation of this Agreement shall be initiated exclusively in the Courts of the State of Idaho.

VII. SUCCESSORS-IN-INTEREST AND ASSIGNS

All terms, conditions and provisions hereof shall inure to and shall bind the parties hereto, their respective successors in interest and assigns.

IN WITNESS THEREOF, CITY and NIC have caused the Agreement to be signed in their behalf by duly authorized representative on the 6th day of July, 2019, pursuant to Resolution No. 19-030, authorized the City Mayor to sign same.

CITY OF COEUR D'ALENE

NORTH IDAHO COLLEGE

By: _____
Steve Widmyer, Mayor

By: _____
Rick MacLennan, President

Attest:

Attest:

Renata McLeod, City Clerk

Shannon Goodrich, Clerk of the Board

APPROVED as to form and legality this 6th day of July, 2019.

By: _____
Michael C. Gridley, City Attorney

By: _____
Mark Lyons, Attorney for North Idaho College

OTHER BUSINESS

**CITY COUNCIL
STAFF REPORT**

DATE: July 22, 2019

FROM: Kyle Marine, Water Assistant Superintendent

SUBJECT: New 12" Water Transmission Main construction on Hedberg and Boyd Ave. -- Bid award to Sonray Enterprises

=====

DECISION POINT: Staff is requesting approval of a contract with Sonray Enterprises for construction of a new water transmission main extending from the Elm Street Booster Station to a connection point at N 23RD Street.

HISTORY: The Elm Street Booster Station currently serves over 600 customers from Stanley Hill to Fernan Hill and everything in-between. The booster station has 3 pumps that are running at a maximum capacity of 1720 GPM. The connections in this zone have exceeded the established capacity of the booster station and Stanley Hill Storage Tank. If there is any significant amount of water usage in the boosted zone, either for fire flow or peak irrigation, the customers at the top of Fernan Hill Road immediately lose water pressure. We unfortunately can no longer guarantee that we can meet peak fire demand at the ends of Fernan Hill Road and East Harrison Ave. The 2012 Water Comprehensive Plan Update looked at this deficiency and recommended a phased approach for a new transmission main, a new booster station, and a new storage facility to split the existing zone into two smaller zones, each with their own station and tank. About 60 customers in the lower elevation who currently experience high pressure could then be returned to the General Zone, alleviating some additional load on the existing system. This is expected to allow sufficient time for a phased upgrade approach.

FINANCIAL ANALYSIS: Funding for the proposed project is included in the 2018 -19 FY budget at \$1 million. This is part of our Water Comp Plan schedule for the first phase of Elm Street Boosted Zone enhancement. Staff is requesting that a ten percent (10%) contingency be approved as well in the event that unknown obstacles are encountered during the project. The approved project total, including the requested \$389,489.00 contract and a ten percent contingency of \$38,949.00, would total \$428,438.00.

PERFORMANCE ANALYSIS: Staff solicited the assistance of Keller Associates to evaluate and design the transmission main project in accordance with the 2012 Comp Plan recommendations. The Consultant completed the design, construction and engineering documents and assisted with the bid process. As previously mentioned, staff received 8 responses with the lowest responsive bid submitted by Sonray Enterprises at a total Base bid at \$344,689 with alternates of \$44,800.00.

DECISION POINT/RECOMMENDATION: Staff is requesting City Council approval for a Contract with Sonray Enterprises to install a new transmission main for a total with Alternative Bids of \$389,489. Staff is also requesting that a 10 % contingency of \$38,949 be approved as well.



July 15, 2019

Mr. Terry Pickel, Water Department Director
City of Coeur d'Alene
3820 Ramsey Road
Coeur d'Alene, Idaho 83815

Re: Bid Summary and Recommendation for the 12" Water Line Extension (Hedberg/Boyd) Project

Dear Mr. Pickel:

Eight (8) bids were received for the above referenced project on July 11, 2019. We have reviewed the bids and Sonray Enterprises is the apparent low bidder based on the Base Bid price. In evaluating the bids, Sonray Enterprises made an error in the summing of the total price column for base bid work. The correct calculated base bid total is \$344,689.00 versus the submitted incorrect \$389,489.00. Per the contract documents Section 12 Basis of Bid; Evaluation of Bids Section 3 – "Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum." Their bid appears to be responsive and in compliance with the requirements of the contract documents. We discussed this calculation error with Sonray Enterprises on 7/12/2019 and they have agreed to proceed with the corrected value of \$344,689.00 for their base bid. The sum of the base bid and alternative bid A price is well below the engineering estimate of \$416,815.00 and the bid results appear to be competitive as seen in the bid summary table below (bid tabulation is attached).

#	BIDDER NAME	BASE BID PRICE	ALT. BID A (TOTAL)
1	Sonray Enterprises	\$344,689.00	\$44,800.00
2	NNAC, Inc.	\$364,281.00	\$58,452.00
3	Ditches Unlimited, Inc.	\$382,328.00	\$36,800.00
4	LaRiviere, Inc.	\$388,892.00	\$194,000.00
5	Buddy's Backhoe Service, Inc.	\$400,615.00	\$31,800.00
6	J7 Contracting, Inc.	\$412,830.00	\$45,600.00
7	S&L Underground, Inc.	\$413,263.00	\$45,000.00
8	Big Sky Development, Inc.	\$508,752.00	\$124,000.00

It is our understanding the City would like to plan on completing the Alternative Bid A work with this project. Therefore, we recommend that the City award the contract to Sonray Enterprises for Base Bid and Alternative Bid A work for a total contract amount of \$389,489.00. We recommend the City budget an additional \$38,948 (10%) of the contract amount for contingency and allowances.

Sincerely,

KELLER ASSOCIATES, INC.

Kyle Meschko, P.E.

Project Manager

Enclosure (Bid Tabulation)



12" Water Line Extension (Hedberg/Boyd) Project Bid Opening - 7.11.19

BIDDER	*Sonray Enterprises	NNAC, Inc	Ditches Unlimited	La Riviere, Inc	Buddy's Backhoe	J7 Contracting	S&L Underground	Big Sky
Non-Collusion Affidavit	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Bid Appears Properly Signed	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Bid Bond (5% maximum bid price)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
List of Subcontractors (Idaho Contractor License)	None	Yes 3 sub-contractors	Yes Poe Asphalt	Yes Wray Plumbing, Thorco	None	Yes Poe Asphalt	None	None
Acknowledged Addenda (none were issued)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Authority to do Business in Idaho	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Affidavit of Payment & Securement of Taxes/Public Works Contract Report	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Responsive Bid (all information requested information provided)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

BASE BID (DETERMINES LOW BIDDER)

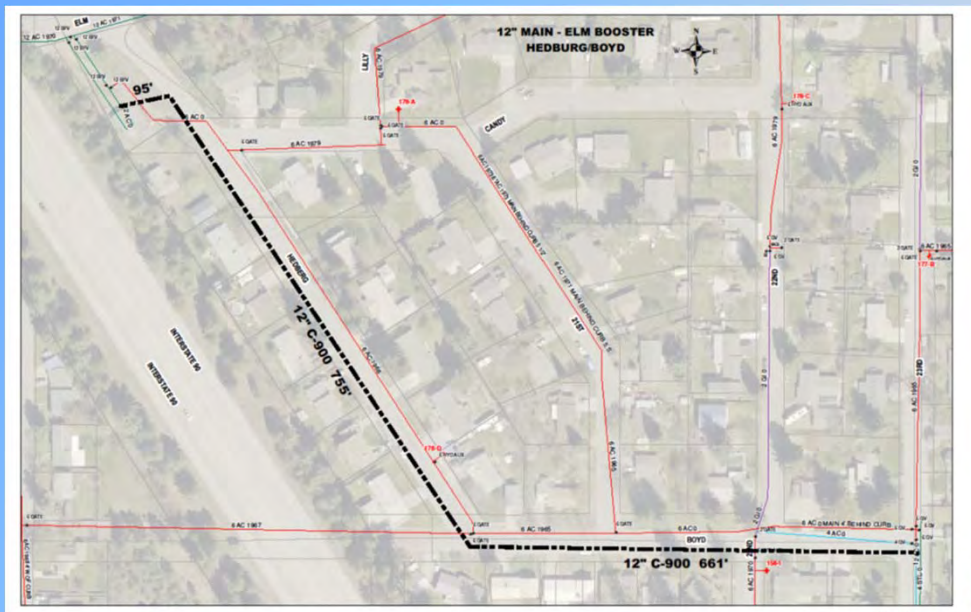
PAY ITEM #	GENERAL LINE ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
201.4.1.A.1	Clearing and Grubbing	1	LS	\$ 5,000	\$ 5,000	\$ 3,540	\$ 3,540	\$ 3,500.00	\$ 3,500.00	\$ 8,500	\$ 8,500	\$ 4,000	\$ 4,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 3,500	\$ 3,500
201.4.1.C.1	Removal of Obstructions	1	LS	\$ 1,200	\$ 1,200	\$ 3,540	\$ 3,540	\$ 3,500.00	\$ 3,500.00	\$ 3,500	\$ 3,500	\$ 2,800	\$ 2,800	\$ 3,000	\$ 3,000	\$ 15,000	\$ 15,000	\$ 3,500	\$ 3,500
201.4.1.D.1	Removal of Asphalt	2,150	SY	\$ 4	\$ 8,600	\$ 9	\$ 19,350	\$ 3.35	\$ 7,202.50	\$ 4	\$ 8,600	\$ 3	\$ 6,450	\$ 5	\$ 10,750	\$ 4	\$ 8,600	\$ 10	\$ 21,500
307.4.1.A.1	Miscellaneous Surface Restoration	290	LF	\$ 18	\$ 5,220	\$ 15	\$ 4,350	\$ 12.77	\$ 3,703.30	\$ 45	\$ 13,050	\$ 10	\$ 2,900	\$ 10	\$ 2,900	\$ 18	\$ 5,220	\$ 34	\$ 9,860
307.4.1.G.1	Type "P" Surface Restoration (Asphalt Roadway)	2,150	SY	\$ 47	\$ 101,050	\$ 39	\$ 83,850	\$ 31.57	\$ 67,875.50	\$ 37	\$ 79,550	\$ 38	\$ 81,700	\$ 38	\$ 81,700	\$ 24	\$ 51,600	\$ 52	\$ 111,800
307.4.1.D.1	Type "C" Surface Restoration (Gravel Roadway)	50	LF	\$ 25	\$ 1,250	\$ 24	\$ 1,200	\$ 42.28	\$ 2,114.00	\$ 125	\$ 6,250	\$ 50	\$ 2,500	\$ 48	\$ 2,400	\$ 18	\$ 900	\$ 58	\$ 2,900
401.4.1.A.1	Water Main Pipe - Size 12" - Type PVC C-900 DR 18	1,537	LF	\$ 35	\$ 53,795	\$ 63	\$ 96,831	\$ 84.37	\$ 129,676.69	\$ 52	\$ 79,924	\$ 85	\$ 130,645	\$ 85	\$ 130,645	\$ 75	\$ 115,275	\$ 72	\$ 110,664
401.4.1.A.1	Water Main Pipe - Size 8" - Type PVC C-900 DR 18	551	LF	\$ 24	\$ 13,224	\$ 60	\$ 33,060	\$ 69.89	\$ 38,509.39	\$ 43	\$ 23,693	\$ 70	\$ 38,570	\$ 60	\$ 33,060	\$ 68	\$ 37,468	\$ 58	\$ 31,958
401.4.1.B.1	12" Fittings (Bends, Elbows, Tees, Crosses, Reducers, Caps, ect.)	7	EA	\$ 1,500	\$ 10,500	\$ 2,117	\$ 14,819	\$ 1,576.43	\$ 11,035.01	\$ 650	\$ 4,550	\$ 1,500	\$ 10,500	\$ 1,100	\$ 7,700	\$ 1,400	\$ 9,800	\$ 1,700	\$ 11,900
401.4.1.B.1	8" Fittings (Bends, Elbows, Tees, Crosses, Reducers, Caps, ect.)	8	EA	\$ 800	\$ 6,400	\$ 771	\$ 6,168	\$ 878.57	\$ 7,028.56	\$ 550	\$ 4,400	\$ 900	\$ 7,200	\$ 700	\$ 5,600	\$ 1,200	\$ 9,600	\$ 1,500	\$ 12,000
402.4.1.A.1	8" Gate Valve	1	EA	\$ 1,500	\$ 1,500	\$ 1,524	\$ 1,524	\$ 3,567.82	\$ 3,567.82	\$ 1,500	\$ 1,500	\$ 2,500	\$ 2,500	\$ 1,800	\$ 1,800	\$ 1,600	\$ 1,600	\$ 2,700	\$ 2,700
402.4.1.A.1	12" Tapping Valve and Sleeve	3	EA	\$ 5,400	\$ 16,200	\$ 4,809	\$ 14,427	\$ 4,672.00	\$ 14,016.00	\$ 4,500	\$ 13,500	\$ 6,000	\$ 18,000	\$ 6,000	\$ 18,000	\$ 6,000	\$ 18,000	\$ 6,400	\$ 19,200
402.4.1.A.1	8" Tapping Valve and Sleeve	2	EA	\$ 4,000	\$ 8,000	\$ 2,847	\$ 5,694	\$ 3,346.00	\$ 6,692.00	\$ 3,800	\$ 7,600	\$ 4,500	\$ 9,000	\$ 4,400	\$ 8,800	\$ 5,500	\$ 11,000	\$ 4,300	\$ 8,600
402.4.1.A.1	1" Air Relief	1	EA	\$ 2,000	\$ 2,000	\$ 2,101	\$ 2,101	\$ 6,776.70	\$ 6,776.70	\$ 1,500	\$ 1,500	\$ 6,500	\$ 6,500	\$ 5,500	\$ 5,500	\$ 3,800	\$ 3,800	\$ 3,100	\$ 3,100
706.4.1.A.3	Vertical Curb (no Gutter)	200	LF	\$ 34	\$ 6,800	\$ 45	\$ 9,000	\$ 28.12	\$ 5,624.00	\$ 32	\$ 6,400	\$ 28	\$ 5,600	\$ 38	\$ 7,600	\$ 65	\$ 13,000	\$ 111	\$ 22,200
706.4.1.E.1	Sidewalk and Driveway Repair	15	SY	\$ 210	\$ 3,150	\$ 175	\$ 2,625	\$ 115.38	\$ 1,730.70	\$ 125	\$ 1,875	\$ 150	\$ 2,250	\$ 145	\$ 2,175	\$ 60	\$ 900	\$ 362	\$ 5,430
1103.4.1.A.1	Construction Traffic Control	1	LS	\$ 19,000	\$ 19,000	\$ 4,671	\$ 4,671	\$ 2,500.00	\$ 2,500.00	\$ 5,500	\$ 5,500	\$ 4,000	\$ 4,000	\$ 5,000	\$ 5,000	\$ 15,000	\$ 15,000	\$ 5,000	\$ 5,000
1001.4.1.A.1	Sediment Control	1	LS	\$ 17,000	\$ 17,000	\$ 22,584	\$ 22,584	\$ 8,700.00	\$ 8,700.00	\$ 25,000	\$ 25,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 36,000	\$ 36,000
2010.4.1.A.1	Mobilization (~10%)	1	LS	\$ 45,000	\$ 45,000	\$ 12,735	\$ 12,735	\$ 35,000.00	\$ 35,000.00	\$ 55,000	\$ 55,000	\$ 20,000	\$ 20,000	\$ 35,000	\$ 35,000	\$ 40,000	\$ 40,000	\$ 50,000	\$ 50,000
SP-100	Connect to Existing Pressure Water Mains	5	EA	\$ 1,000	\$ 5,000	\$ 2,117	\$ 10,585	\$ 1,757.42	\$ 8,787.10	\$ 1,500	\$ 7,500	\$ 1,500	\$ 7,500	\$ 2,100	\$ 10,500	\$ 2,500	\$ 12,500	\$ 3,900	\$ 19,500
SP-200	Construction Surveying	1	LS	\$ 5,000	\$ 5,000	\$ 1,909	\$ 1,909	\$ 1,752.94	\$ 1,752.94	\$ 12,000	\$ 12,000	\$ 4,000	\$ 4,000	\$ 2,700	\$ 2,700	\$ 12,000	\$ 12,000	\$ 5,000	\$ 5,000
SP-300	Replace Cleanout with Manhole	1	LS	\$ 4,600	\$ 4,600	\$ 5,958	\$ 5,958	\$ 5,864.59	\$ 5,864.59	\$ 3,500	\$ 3,500	\$ 7,000	\$ 7,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 5,000	\$ 5,000
SP-400	Potable and NPWL Separation Casing	80	LF	\$ 65	\$ 5,200	\$ 47	\$ 3,760	\$ 89.64	\$ 7,171.20	\$ 200	\$ 16,000	\$ 150	\$ 12,000	\$ 150	\$ 12,000	\$ 75	\$ 6,000	\$ 93	\$ 7,440
Total Base Bid Construction Costs				\$	344,689.00	\$	364,281.00	\$	382,328.00	\$	388,892.00	\$	400,615.00	\$	412,830.00	\$	413,263.00	\$	508,752.00

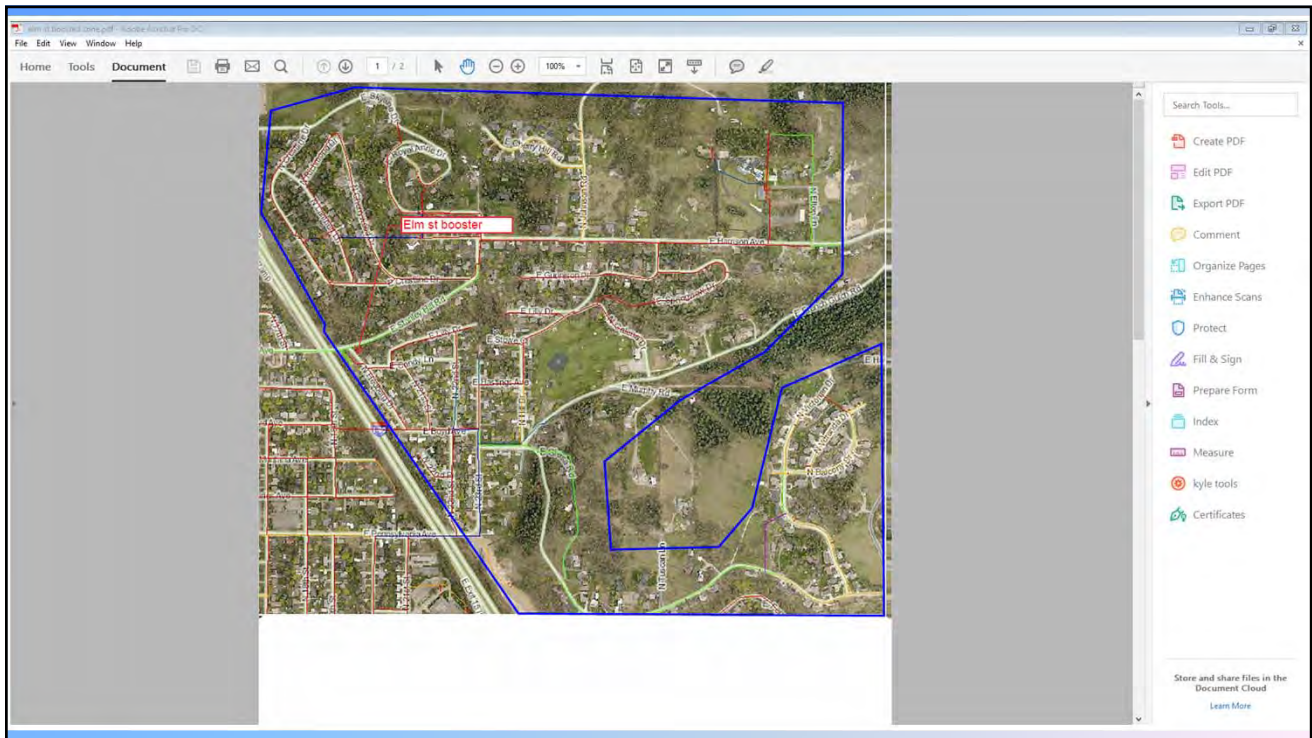
ALTERNATIVE BID A - WATER SYSTEM IMPROVEMENTS (DOES NOT DETERMINE LOW BIDDER)

BIDDER:				*Sonray Enterprises		NNAC, Inc		Ditches Unlimited		La Riviere, Inc		Buddy's Backhoe		J7 Contracting		S&L Underground		Big Sky	
PAY ITEM #	GENERAL LINE ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
SP-500	New 1" Coppersetter Pit	22	EA	\$ 1,900	\$ 41,800	\$ 2,289	\$ 50,358	\$ 1,400	\$ 30,800	\$ 6,500	\$ 143,000	\$ 1,200	\$ 26,400	\$ 1,800	\$ 39,600	\$ 1,800	\$ 39,600	\$ 4,000	\$ 88,000
SP-600	New Service Connection	6	EA	\$ 500	\$ 3,000	\$ 1,349	\$ 8,094	\$ 1,000	\$ 6,000	\$ 8,500	\$ 51,000	\$ 900	\$ 5,400	\$ 1,000	\$ 6,000	\$ 900	\$ 5,400	\$ 6,000	\$ 36,000
Total Alternative Bid A Construction Costs				\$	44,800	\$	58,452	\$	36,800	\$	194,000	\$	31,800	\$	45,600	\$	45,000	\$	124,000

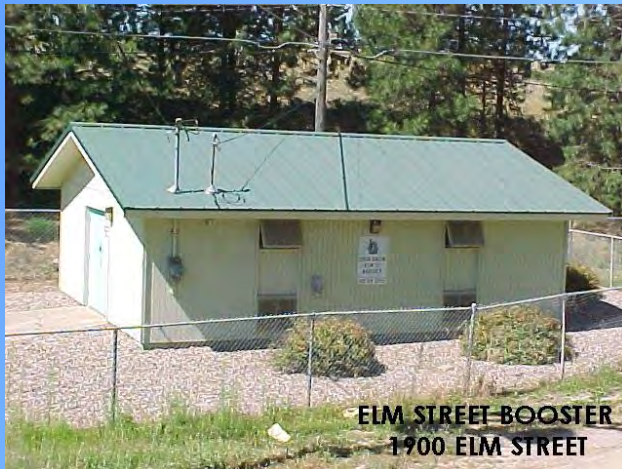
Total Contract Amount = Base Bid + Alternative Bid A Construction Costs				\$	389,489	\$	422,733	\$	419,128	\$	582,892	\$	432,415	\$	458,430	\$	458,263	\$	632,752
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Notes: * Sonray Enterprises' Base Bid total was written as \$389,489 which would rank them 4th in overall bid price. In evaluating Sonray Enterprises' total base bid cost it appears that there was an error in summing of the total price column. The correct base bid sum as reported in this spreadsheet is \$344,689 which results in Sonray Enterprises being the apparent low bidder per the contract documents section 12 Basis of Bid; Evaluation of Bids section 3 - Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.





Elm St Booster



Bid Tab - Fernan Hill Transmission Main

12" Transmission Main	Award	New Coppersettters	New Service	Total all options
Contractor	Base Bid	Alt A	Alt B	Total
NNAC	\$ 364,281.00	\$ 50,358.00	\$ 8,094.00	\$ 422,733.00
Ditches Unlimited	\$ 382,328.00	\$ 30,800.00	\$ 6,000.00	\$ 419,128.00
T. LaRiviere	\$ 388,892.00	\$ 143,000.00	\$ 51,000.00	\$ 582,892.00
Sonray Enterprises	\$ 344,689.00	\$ 41,800.00	\$ 3,000.00	\$ 389,489.00
Buddy's Backhoe	\$ 400,615.00	\$ 26,400.00	\$ 5,400.00	\$ 432,415.00
J7 Contracting	\$ 412,830.00	\$ 39,600.00	\$ 6,000.00	\$ 458,430.00
S&L Underground	\$ 413,263.00	\$ 39,600.00	\$ 5,400.00	\$ 458,263.00
Big Sky Corp	\$ 508,752.00	\$ 88,000.00	\$ 36,000.00	\$ 632,752.00



RESOLUTION NO. 19-031

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING THE BID OF SONRAY ENTERPRISES FOR CONSTRUCTION OF A NEW WATER TRANSMISSION MAIN ON HEDBERG AND BOYD AVENUES, AND APPROVAL OF A CONTINGENCY.

WHEREAS, the City heretofore duly advertised invitation for bids for the construction of a new water transmission main on Hedberg and Boyd Avenues in Coeur d'Alene, Idaho, and said bids were opened as provided in said advertisement in the office of the City Clerk on the 11th day of July, 2019, and the lowest responsive bid received was that of Sonray Enterprises in the amount of Three Hundred Eighty-Nine Thousand Four Hundred Eighty-Nine and no/100 dollars (\$389,489.00), including Alternate Bid A, and it is in the best interests of the City of Coeur d'Alene and the citizens thereof that said bid be accepted and that a ten percent (10%) contingency also be approved;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the bid of Sonray Enterprises, in the amount of \$389,489.00, for the construction of a new water transmission main on Hedberg and Boyd Avenues, be and the same is hereby accepted, and that a ten percent (10%) contingency also be approved for a total amount of \$428,438.00.

BE IT FURTHER RESOLVED that the City enter into a Contract with Sonray Enterprises in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said contract provided that the substantive provisions of the contract remain intact.

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

DATED this 6th day of August, 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 MILLER Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER ENGLISH Voted _____

_____ was absent. Motion _____.

CONTRACT
for
12" Water Line Extension (Hedberg / Boyd) Project

THIS CONTRACT, made and entered into this 6th day of July, 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 **SONRAY ENTERPRISES**, 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 217 Cedar St., #185, Sandpoint, ID 83864, 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 the 12" water line extension (Hedberg / Boyd) project 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 coverages required herein, which certificates must be approved by the City Attorney.

The **CONTRACTOR** agrees to receive and accept as full compensation for furnishing all materials, and doing all the work contemplated and embraced in the contract, an amount equal to the sum of the total for the items of work. The total for each item of work shall be calculated by determining the actual quantity of each item of work and multiplying that actual quantity by the unit price bid by the **CONTRACTOR** for that item of work. The total amount of the contract shall not exceed Three Hundred Eighty-Nine Thousand Four Hundred Eighty-Nine and No/100 Dollars (\$389,489.00), except as may be provided in a duly authorized and issued change order.

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

The number of calendar days allowed for completion of the contract work shall be _____ 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:
SONRAY ENTERPRISES**

Steve Widmyer, Mayor

By: _____

Its: _____

ATTEST:

Renata McLeod, City Clerk

Attachment 1

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

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

1. Compliance with Regulations

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

2. Non-discrimination

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

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

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

4. Information and Reports

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

5. Sanctions for Non-compliance

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

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

Incorporation of Provisions

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

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

**CITY COUNCIL
STAFF REPORT**

DATE: August 6, 2019
FROM: Sean Holm, Senior Planner, and Hilary Anderson, Community Planning Director
SUBJECT: **Approval of MOU with CDA 2030 for Envision Coeur d'Alene Project**

=====

DECISION POINT:

Staff is requesting approval of an Memorandum of Understanding (MOU) between the City of Coeur d'Alene and CDA 2030 for the Envision Coeur d'Alene project, which is collaborative effort to update the City's Comprehensive Plan and the Vision and Implementation Plan.

HISTORY:

The City and CDA 2030 have worked together to launch the collaborative project known as "Envision Coeur d'Alene". This collaboration has included creation of the aforementioned name and branding/logo design, production/release of an RFP, review and selection of a preferred consultant, subsequent negotiation of scope, budget, and anticipated timeline, for which the City Council approved the agreement for services with MIG, Inc. on June 18th, 2019, with a fully executed agreement between MIG and the City signed by the Mayor on July 1, 2019. This MOU outlines the roles and responsibilities of the City and CDA 2030 as well as financial contributions by both parties.

FINANCIAL ANALYSIS:

The total cost of the contract with MIG is \$215,984. The City's Planning Department will be spending \$50,000 from the current fiscal year budget and is requesting the additional \$165,984 with the FY 19-20 budget request. CDA 2030 has allocated \$23,000 to complete the vision validation and update of the Implementation Plan. Prior to this MOU, \$10,886.25 had been paid to MDSN Design for project branding and website design, and employment of Jake Garringer as Program Coordinator. A balance of \$12,113.75 remains to be expended on shared expenses and costs related to the completion of the vision validation and to update the Implementation Plan.

PERFORMANCE ANALYSIS:

As outlined above, the purpose of this MOU is to memorialize the understanding between parties related to the roles, responsibilities, monetary contributions and use of the documents. In addition to the Purpose and Statement of Background Information, it outlines the Mutual Benefit and Interest, Principal Contacts, Commencement/Expiration Date, Early Termination, Modification, Liability, Participation in Similar Activities, Good Faith, and Independent Contractors. The MOU was prepared in coordination with City legal and CDA 2030. Having an MOU for a significant project such as this is considered best practice.

DECISION POINT/RECOMMENDATION:

The City Council should approve the MOU between the City and CDA 2030 for the Envision Coeur d'Alene project.

AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT, made and dated this 18th day of June, 2019, by and between the City of Coeur d'Alene, a municipal corporation organized and existing pursuant to the laws of the state of Idaho, hereinafter referred to as the "CITY," and MIG, Inc., a corporation organized under the laws of the State of California, hereinafter referred to as the "CONSULTANT" with an address of 815 SW 2nd Avenue, Suite 200, Portland, OR 97204

1. Scope of Services: The CONSULTANT shall perform all services, and comply in all respects, as specified in Draft Scope of Work, dated May 2, 2019, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, together with any amendments that may be agreed to in writing by the parties.

2. Time of Performance: The initial term of this Agreement shall commence June 19, 2019, and shall continue until December 31, 2020. The time of completion may be extended in a writing signed by both parties.

3. Indemnification and Insurance:

A. The CONSULTANT shall indemnify and save and hold harmless the CITY from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by the CONSULTANT, its subconsultants, servants, agents, employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of the CITY or its employees. In addition, the CONSULTANT, shall maintain, and specifically agrees that it will maintain, throughout the term of this Agreement, at its sole cost, liability insurance, including professional liability insurance, in which the CITY shall be named an additional insured, where allowed, in the amount of at least Five Hundred Thousand dollars (\$500,000.00), as specified in the Idaho Tort Claims Act, Title 6, Chapter 9, Idaho Code. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless the CITY; and if the CITY becomes liable for an amount in excess of the insurance limits, herein provided, the CONSULTANT, covenants and agrees to indemnify and same and hold harmless the CITY from and for all such losses, claims, actions, or judgments for damages or liability to persons or property. The CONSULTANT shall provide the CITY with a Certificate of Insurance, or other proof of insurance evidencing the CONSULTANT'S compliance with the requirements of this paragraph and file such proof of insurance with the CITY. In the event the insurance minimums are changed, the CONSULTANT shall immediately submit proof of compliance with the changed limits

B. The CONSULTANT shall also, at its own cost, maintain Errors and Omissions insurance, covering potential claims arising from the CONSULTANT'S provision of professional advice or services to the CITY pursuant to the terms of this Agreement. The limits of such insurance shall not be less than One Million Dollars (\$1,000,000.00).

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

5. Independent Contractor: In all matters pertaining to this Agreement, the CONSULTANT shall be acting as an independent contractor, and neither the CONSULTANT nor any officer, employee or agent of the CONSULTANT will be deemed an employee of the CITY. The selection and designation of the personnel of the CITY in the performance of this Agreement shall be made by the CITY.

6. Compensation: For performing the services specified in Section 1 herein, the CITY agrees to pay A SUM NOT TO EXCEED Two-hundred Fifteen Thousand Nine-hundred Eighty-four and No/100 Dollars (\$215,984.00), of which amount Fifty-thousand and No/100 Dollars (\$50,000.00) has been approved by City Council and the remainder is subject to approval, in whole or in part, by City Council at a future date. Services and requests for payment in excess of Fifty-thousand and No/100 Dollars (\$50,000.00) shall not be accepted until City Council approval and shall be subject to the actual amount approved by City Council. The Planning Department agrees to request full funding from the City Council for the next fiscal year.

7. Method of Payment: Partial payments shall be made on or before the third Tuesday of each calendar month based on a duly certified estimate of the work completed in the previous calendar month, provided that the certified estimate is received by the first of the month. Final payment under this Agreement shall be made within thirty (30) days after completion of all work and acceptance by the City Council. Invoices shall be provided to the designated representative of the CITY's Planning Department, 710 E. Mullan Ave., Coeur d'Alene, Idaho 83814, who shall approve payment and forward the invoice to the City Clerk for inclusion in the City Council packet for the first Tuesday of the month.

Each interim invoice shall contain an itemization of the time worked by each employee and the materials used during the period covered by the invoice. The interim invoice shall also state the percentage of completion for each task.

8. Notices: Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this Agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

CITY:

City of Coeur d'Alene
Attn. City Clerk
710 E. Mullan Ave.
Coeur d'Alene, ID 83814

CONSULTANT:

MIG, Inc.
815 SW 2nd Avenue, Suite 200
Portland, OR 97204

A party may change its address for the purpose of this paragraph by giving written notice of such change to the other party in the manner herein provided.

9. Attorney Fees: Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination or forfeiture of this Agreement.

10. Time is of the Essence: The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of and a default under this Agreement by the party so failing to perform.

11. Assignment: It is expressly agreed and understood by the parties hereto, that the CONSULTANT shall not have the right to assign, transfer, hypothecate, or sell any of its rights under this Agreement except upon the prior express written consent of the CITY. Further, CONSULTANT shall obtain the written consent of the City prior to substituting key personnel or subconsultants.

12. Discrimination Prohibited:

A. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation and/or gender identity/expression, or national origin. The CONSULTANT shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such actions shall

include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The CONSULTANT agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subconsultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

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

13. Reports and Information: At such times and in such forms as the CITY may require, there shall be furnished to the CITY such statements, records, reports, data and information as the CITY may request pertaining to matters covered by this Agreement.

14. Publication, Reproduction and Use of Material: No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The CITY shall have unrestricted authority to publish, disclose and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

15. Compliance with Laws: In performing the scope of services required hereunder, the CONSULTANT shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.

16. Changes in Scope of Work: The CITY may, from time to time, request changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONSULTANT's compensation, which are mutually agreed upon by and between the CITY and the CONSULTANT, shall be incorporated in written amendments to this Agreement.

17. Termination for Cause: If, through any cause, the CONSULTANT shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the CONSULTANT shall violate any of the covenants, agreements, or stipulations of this Agreement, the CITY shall thereupon have the right to terminate this Agreement by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. In such event, all finished or unfinished documents, data, maps, studies, surveys, drawings, models, photographs and reports prepared by the CONSULTANT under this

Agreement shall, at the option of the CITY, become its property, and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily complete hereunder.

Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Agreement by the CONSULTANT, and the CITY may withhold any payments to the CONSULTANT for the purposes of set-off until such time as the exact amount of damages due the CITY from the CONSULTANT is determined. This provision shall survive the termination of this Agreement and shall not relieve the CONSULTANT of its liability to the CITY for damages, provided that the amount of such damages shall not exceed the total compensation provided for in Section 6 of this Agreement.

18. Termination for Convenience of the CITY: The CITY may terminate this Agreement at any time by giving at least fifteen (15) days notice in writing to the CONSULTANT. If the Agreement is terminated by the CITY as provided herein, the CONSULTANT will be paid for the work performed to the date of termination.

19. Mediation: Any dispute arising out of this Agreement shall be subject to mediation prior to institution of a legal action. The parties shall jointly select a neutral mediator. If the parties cannot agree on a mediator, either party may request a judge of the First Judicial District of the State of Idaho, in and for the County of Kootenai to select the mediator. The parties shall be required to participate in mediation in good faith and the fee of the mediator shall be shared equally by the party. Each party shall otherwise be responsible for its own costs with respect to the mediation.

20. Construction and Severability: If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

21. Entire Agreement: This Agreement, and exhibits attached hereto, contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

22. Amendment: The terms of this Agreement may be amended only by a writing signed by both parties.

23. Applicable Law: This Agreement shall be governed by the construed and enforced in accordance with the laws of the State of Idaho.

24. Venue: Venue for any litigation to enforce or interpret this Agreement shall be in the district court of the First Judicial District of the State of Idaho, in and for the County of Kootenai.

IN WITNESS WHEREOF, the CITY and the CONSULTANT have executed this Agreement as of the date first above written.

CITY OF COEUR D'ALENE

By

Steve Widmyer, Mayor

ATTEST:


Renata McLeod, City Clerk

MIG, INC.

By

Printed Name CAROLYN M. VERHEYEN

Its V.P. # COO

Envision CDA

DRAFT SCOPE OF WORK

MIG and its subconsultants (Consultant) have been retained to assist the City of Coeur d'Alene, Idaho (Client), in collaboration with local nonprofit CDA 2030, Inc. to update the City's State-mandated comprehensive plan (Project), creating a consolidated comprehensive plan and CDA 2030 Implementation Plan. The joint project, known as Envision Coeur d'Alene, will generate a single document that includes the Comprehensive Plan as the foundational document and incorporating the CDA Implementation Plan as the implementation strategy.

Expected deliverables from Consultant are listed after each task.

Assumptions for Meetings and Deliverables:

- Consultant assumes that for all deliverables, unless noted in the task, the Client will provide a single set of non-contradictory comments on draft deliverables.
- Client or CDA2030 to complete graphics (templates, logos, color scheme)
- Consultant assumes two rounds of revisions for major deliverables.
- Consultant assumes that the Client will be responsible for securing meeting locations and other logistics related to public events.
- Client will be responsible distributing media, advertising, and other means to publicize public events that is produced by the Consultant.

Phase 0: Project Management and Team Oversight

Task 0.1: Project Management/Team Oversight

Consultant will provide overall team coordination and project management for the duration of the contract. The Consultant will coordinate with the Client on general logistics, planning and deliverables, public events. This task includes regular oversight of the statement of work, project team coordination, subconsultant management and coordination, budget management and QA/QC monitoring, as well as ad hoc voice, e-mail and fax communications.

Task 0.2: Team Meetings/Coordination calls

The Consultant will coordinate with the Client to schedule and facilitate bi-weekly project management team coordination meetings or conference calls focused on moving tasks forward and addressing project issues as they arise. Consultant will provide a brief e-mail summary of the coordination meeting, documenting project decisions and next steps, as applicable, to the Client. Consultant assumes that coordination meetings will be primarily by phone, but could also include internal work sessions with city staff or stakeholders, in addition to covering general project issues. Consultant team staff in attendance will be primarily the Consultant PM with Consultant Team members taking part in the calls or meetings as needed to complete their tasks and coordinate with Client staff. Consultant will establish and maintain a file sharing/project coordination tool

such as Basecamp, Google Drive or similar system to manage deliverables and project information.

Consultant Deliverables for Phase 0:

- Overall project management, staff coordination QA/QC monitoring
- Coordinate and facilitate team meeting or coordination calls

PHASE 1: PROJECT ANALYSIS AND FRAMEWORK

Task 1.1: Pre Kickoff Coordination

Prior to the in-person project chartering and kickoff, Consultant will coordinate with the Client project manager to develop an agenda for meeting window #1. Client will identify participants for the following focus groups:

- Developers and landowners.
- CAC participants, including community partners to engage to understand how best to reach communities of color, at-risk populations, families, and others that may not typically part of this process.
- Subgroup committees focusing on the following six thematic areas: community and identity; education and learning; environment and recreation; growth and development; health and safety, and; jobs and economy).

Consultant will provide guidance on the ideal size and composition of the CAC and focus groups. Consultant will provide draft agendas for the Project Charting, CAC, Subgroup and Project Kickoff for Meeting Window #1 (Task 1.2).

Consultant Deliverables for Task 1.1

- Agenda for meeting and summary of results

Task 1.2: Project Chartering and Kickoff (Meeting Window #1)

Consultant will facilitate an approximately ½ day kickoff meeting to identify measures of success, the draft scope of work, budget and schedule for the overall effort and advancing thoughts about key elements, task dependencies and completion of the project. This will include discussion of how the City's comprehensive plan and CDA 2030's Vision and Implementation Plan are integrated into a single document. Consultant assumes the format of the document will include an updated comprehensive plan, with the implementation plan consisting primarily of the CDA 2030 Implementation Plan matrix.

Consultant Deliverables for Phase 1.2:

- Agenda for meeting;
- Schedule for meeting window;
- Summary of results;

Task 1.3: Community Partner Chartering (Meeting Window #1)

During Meeting Window #1, Consultant, Client and CDA 2030, will meet with community organizations related to the six thematic areas identified in Task 1.1 to identify potential vision elements, opportunities and constraints and the best ways to partner with and engage hard to reach populations. Client will contact and organize the subgroup attendees. Chartering sessions could include City and CDA 2030 leadership to understand points of agreement/disagreement prior to beginning the Comprehensive Planning process.

Client will contact the Coeur d'Alene Tribe to identify what process and outreach methods are most effective for the Tribe to take part in the process. These discussions will determine how the Tribe would like to be engaged, the format, and number of times in the process they will engage, as well as the location of meetings.

Consultant will facilitate the meetings and Client will provide a summary of input. Client, with input from the Consultant, will identify representatives from each subgroup to take part in a Community Advisory Committee for the project, expected to meet quarterly (approximate). Consultant assumes meeting window #1 is two days. The results of these chartering meeting(s) will be incorporated into Task 1.4.

Consultant Deliverables for Phase 1.3:

- Agenda(s) and facilitation;

Task 1.4: Draft and Final Public Involvement Plan

Consultant will develop a public involvement plan (PIP) that identifies the tools, techniques and anticipated timing for major events and public meetings during the project. The PIP will incorporate the existing Envision Coeur d'Alene branding. The PIP will include guidance and assign outreach leads for major elements of the project, including:

- Consultant will coordinate with the Client and CDA 2030 to identify existing events within the city to partner with for outreach events. Client will provide a master list of events it believes are appropriate for Project outreach. Consultant will provide recommendations for the types of materials and activities for each event, as applicable;
- Consultant will develop a project FAQ that describes the collaboration between the City and CDA 2030, in coordination with the Client and CDA 2030. Consultant assumes that branding, logo and tagline development will be completed by the Client and/or CDA 2030.
- Consultant will coordinate with the Client on the use of PublicInput.com.
- Consultant will provide surveys and other online information in a form that is compatible with the PublicInput.com platform. Consultant will develop online survey tools.

Consultant and Client will coordinate to establish a community advisory committee (CAC) to provide guidance to the project and connections to the community organizations, residents, and businesses in Coeur d'Alene. This group will meet approximately every quarter throughout the project with the schedule and key milestones to be defined in the public involvement plan. The composition of the CAC will incorporate representatives from the six thematic subgroup areas. Consultant assumes that the CAC and subgroup meetings will occur during the same meeting window to minimize travel costs.

Consultant and Client will review the Public Involvement Plan at the conclusion of each phase of work to revise outreach activities within the confines of the budget.

Consultant Deliverables for Phase 1.4:

- Draft and Final Public Involvement Plan

Task 1.5: Market Analysis and Stakeholder Meetings

Consultant will complete a market analysis to understand the city and regional economy and its challenges to determine what traded-sector industry opportunities align with the culture of Coeur d'Alene and provide family-wage jobs with upward mobility opportunities at estimated Median Income levels or above. The analysis will define the city's existing assets shaping the economic base as well as potential opportunities tied to the broader region. Consultant will use EMSI and publicly available data including BLS, Census and American Community Survey and well as existing economic development reports to evaluate the economic development opportunities for Coeur d'Alene.

Consultant will coordinate with the Client to facilitate up to four roundtable interviews. Roundtable attendees are technical experts or community leaders that will provide input on the strategy during one meeting. Meetings will focus on following topics that will be finalized with staff: business industry, workforce/ED partners, city staff/ infrastructure, downtown/Main Street. Consultant will provide guidance on the structure of the roundtable interviews, the format of the interviews, number of people in each interview session, how much time would be needed for the roundtable interviews, and desired room setup.

Consultant Deliverables for Phase 1.5:

- Draft and final market analysis;
- Up to four roundtable interviews

Task 1.6: Existing Conditions Memorandum

Consultant will prepare a brief 10 to 15 page memorandum evaluating the existing Comprehensive Plan and CDA 2030 Vision and Implementation Plan to identify strengths and weaknesses with the aim of assessing the level of modification necessary to the Comprehensive Plan and the CDA 2030 Vision and Implementation Plan. The Client will provide the relevant documents for review. Consultant will provide, in matrix format, an analysis of the existing Comprehensive Plan Sections, recommendations for the section (for future tasks), and assumed responsible party. This assessment should include consideration of the processes for updating and removing items from the CDA 2030 Implementation Plan.

As part of the existing conditions memorandum, Consultant will develop maps and brief summaries and/or tabular data to characterize the existing conditions within Coeur d'Alene. Client will provide GIS data, as available, to complete the task. Consultant will complete the following analysis:

- Demographics, using information generated in the market analysis for the Market Analysis completed in Task 1.5). No additional demographic analysis is assumed to be completed;
- Existing land use information for existing City Limits and the Area of City Impact (ACI), as available,

that includes:

- Vacant and developed parcels;
- Existing land uses;
- Parcel size;
- Redevelopable land based on land to improvement value calculations;
- Natural resources, parks and open spaces;
- Topography and environmental constraints;
- Transportation network, including the KMPO Metropolitan Transportation Plan, Public Transportation Plan, and Non-Motorized Transportation Plan, and Coeur d'Alene's 2017 Trails and Bikeways Master Plan (see Task 1.6.1).

Task 1.6.1 Transportation Baseline Analysis

Consultant will complete a Transportation Baseline Analysis using existing GIS data provided from the Client, ITD, KMPO and Citylink, including:

- Existing roadway network, traffic control devices (e.g. signals, stop control, pedestrian hybrid beacons), and posted speed of the roadways
- Existing bike facilities (i.e., lanes, paths)
- Existing pedestrian facilities (i.e., sidewalks, paths, crossings)
- Existing transit routes and stops
- Existing traffic volumes (including bicycle and pedestrian counts if available)
- Projected traffic volumes from the KMPO model for the current horizon year
- Planned infrastructure improvements from City, KMPO, ITD, and Citylink plans

Using the GIS data obtained from the agencies, Consultant will prepare transportation base maps of existing and planned infrastructure (up to 5 maps total). Consultant shall also prepare a brief memorandum that provides a summary of:

- Existing and historic traffic counts and base and horizon year travel demand model outputs from ITD, City, and KMPO;
- Existing and historic local mode split information from KMPO or US Census American Community Survey data;
- Existing and historic transit service and ridership information from Citylink;
- Transportation trends with respect to traffic volume growth/patterns and changes in mode split, and transit ridership.

Consultant Deliverables for Phase 1.6:

- Draft and final Existing Conditions Report, with maps

Task 1.7: Community Advisory Committee 1/Subgroup Meetings (Meeting Window #2)

Client will organize and Consultant will facilitate CAC #1 that will focus on reviewing conditions information, identifying potential vision elements, and key components of the place types to be developed in Task 1.8. As part of this meeting, the CAC and subgroups will identify unique places that already exist and the those that that have the greatest potential to transform the Coeur d'Alene landscape. Client will provide meeting summaries for the CAC within one week of the meeting date. Consultant assumes that the Client will provide logistics for the meetings. One consultant team member will be present for the meetings.

Consultant Deliverables for Phase 1.8:

- Agenda(s) and facilitation;

Task 1.8: Place Types

Using information gathered in Task 1.7 and in consultation with the Client and CDA 2030, Consultant will develop preliminary place types that build upon the unique assets present in Coeur d'Alene. Place types will be used in future tasks to identify areas of growth, areas to protect and areas where change should occur.

Consultant Deliverables for Phase 1.8:

- Preliminary Place Types

Task 1.9 Trends White Paper

Client will prepare a five to seven page white paper of trends within Coeur d'Alene and, as applicable, how that relates to other similar communities. Comparison communities, and the information to be evaluated will be identified by the Client, with input from the Consultant for potential comparison communities, prior to beginning this task. In addition, the white paper will identify potential opportunities for urban development alignment with contiguous jurisdictions related the Coeur d'Alene's Area of City Impact (ACI) boundaries with Post Falls and Hayden. This includes a discussion of providing sewer infrastructure based on topography and the future Huetter Bypass alignment.

Consultant Deliverables for Phase 1.9:

Coordination with Client for comparison cities. Consultant is not responsible for developing the white paper, but will incorporate the results into the Comprehensive Plan (Phase 4).

PHASE 2: VISIONING**Task 2.1: Public Engagement Toolkit**

Consultant will provide outreach tools as part of an outreach toolkit. The outreach toolkit will include substantive components needed the Client and CDA 2030 to conduct a pop-up or other outreach activities. Toolkits will include the following items:

- Pop-up event display boards and instructions;
- Agenda templates and sign-in sheets

- Up to ten copies of the Growing Better Places Game, with instructions;
- Up to three FAQ sheets;
- Instructions for providing feedback using PublicInput.com.

Consultant Deliverables for Phase 2.1:

- Outreach toolkits

Task 2.2: Community Kickoff and Vision (Meeting Window #3)

Consultant will coordinate with the Client to organize and facilitate an approximately two-hour public event that introduces the project and develops potential vision elements. The Client will identify the location of the event and be responsible for advertising. The Client shall provide snacks/light meal to attract attendees, if possible. Consultant will develop an agenda and meeting program to provide input on developing citywide scenarios to test in future tasks. Consultant assumes two consultant team members will be present for the meeting.

Consultant assumes that the community kickoff meeting will use the Growing Better Places game. Consultant assumes the game will be available and produced as part of Task 2.1, which can also be used for other events and as part of the outreach toolkit. Consultant will summarize meeting using PowerPoint.

Consultant Deliverables for Phase 2.2:

- Coordination calls with Client to develop program
- Draft and agenda and facilitators guide
- Attendance and facilitation of the meeting
- Draft and final meeting summary (in PowerPoint)

Task 2.3: Vision and Goals

Consultant will develop a brief memorandum that identifies vision, goals, and potential objectives that will be used to develop and evaluate scenarios created through the public process after the results of the public event and other events led by the City and CDA 2030 lead are complete for this phase of work.

Consultant Deliverables for Phase 2.3:

- Draft and final memorandum of vision, goals, and potential objectives (goals and objectives in matrix format)

Task 2.4: Community Advisory Committee 2/Subgroup Meetings (Meeting Window #4)

Client will organize and Consultant will facilitate CAC #2 that will review public input on Place Types, results of the mapping exercises and draft Vision, Goals and Objectives. Prior to this meeting, Consultant will assist the Client in facilitating subgroup discussions, as needed, the results of which will be incorporated into the CAC discussion. Client will provide meeting summaries of the CAC meeting within one week of the meeting date. Consultant assumes that the Client will provide logistics for the meetings. One consultant team member will be present for the meetings.

Consultant Deliverables for Phase 2.4:

- Agenda(s) and meeting facilitation

Task 2.5: Leadership Briefing

Client will present the results of the project to date to the City Council, Planning Commission, and CDA 2030 Executive Committee. Consultant will call in via video conference during the meeting. Consultant assumes that City Council and Planning Commission will be a joint meeting to discuss openly about the project progress and how to best to move forward. Key outcomes will be agreement on the project vision and goals and next steps for the planning process.

Consultant Deliverables for Phase 2.5:

- Draft and final presentation materials
- Attendance via video conference

PHASE 3: PLANNING AND MODELING**Task 3.1: Preliminary Scenario Planning**

Consultant will develop up to three concepts using input from Phases 1 and 2 that consider the input gathered and technical analysis completed during the project to date. Consultant will use scenario planning software such as Urban Footprint, CommunityViz, or similar to develop the scenarios.

The fiscal and financial impacts of the scenarios will be analyzed with a focus on the demand for capital facilities and infrastructure as the key measurable differentiators between growth and development alternatives. Key policy choices or potential tradeoffs for each scenario concept will vary, but will likely to include jobs/housing balance, land use mix, conservation, community character/urban design, transportation, fiscal impacts, and access to services. The scenario planning will consider existing growth patterns (as information is available), including potential nodes of development within the ACI, including areas with redevelopment potential such as aging and obsolete commercial strip centers.

Consultant will coordinate with KMPO to evaluate growth scenarios to determine potential impacts to the transportation network. Consultant will review the resulting travel demand model outputs and analysis provided by KMPO and provide a qualitative assessment of each scenario that includes:

- How well the scenario is supported by current transportation plans and where there may be deficiencies.
- Potential actions to address deficiencies identified in the above tasks or identified in the KMPO model's analysis.

Consultant assumes all model outputs and analyses will be used “as-is” and will not be post-processed. Consultant will perform spot checks of the model outputs at up to 15 locations to assess model performance. Consultant will provide a draft 10- to- 15 page memorandum that summarizes the results of the above analyses. Consultant will the memorandum based on comments from the Client.

This task will result in a series of plan view maps and data outputs, precedent imagery, and a summary of

findings from the scenario modeling tool that will be vetted and refined as part of Task 3.3.

Consultant Deliverables for Phase 3.1:

- Up to three growth scenarios for the Coeur d’Alene ACI
- Transportation Analysis Memorandum
- Scenario Outputs with tabular data and a brief summary of findings

Task 3.2: Economic Development Analysis

Consultant will prepare an analysis that defines the community competitive assets for economic development and specific industry cluster opportunities related to the scenarios. Consultant will evaluate building permit trends and real estate conditions to provide grounded recommendations based on market realities regarding redevelopment opportunities that best foster economic development. The analysis will include specific goals and objectives to guide community efforts pertaining to economic development. This information will inform the scenario planning task pertaining to employment land needs, as well as amenities such as housing and retail necessary to retain and attract the talent essential to support business growth.

Consultant Deliverables for Phase 3.2:

- Draft and final economic development analysis

Task 3.3: Community Priorities Workshop (Meeting Window 5)

Consultant will develop and facilitate, in coordination with the Client, CDA 2030, and community partners to vet potential Coeur d’Alene futures. Consultant and Client will present the potential scenarios and use on-demand polling or similar voting software to vet responses within the meeting. Consultant will provide the City and CDA 2030 with an online, interactive survey using PublicInput.com (which will host the project website). The outcome of this workshop and online survey will be input on the scenarios and policy considerations that will be refined into a preliminary future land use map.

The results of this meeting will be compiled into a PowerPoint of results that can be vetted with local neighborhood and business interests, landowners, CAC, and the City.

Consultant Deliverables for Phase 3.3:

- Meeting plan, agenda, and materials
- Draft and final meeting and online survey
- PowerPoint of workshop results
- Analysis of online survey results

Task 3.4: Community Advisory Committee 3/Subgroup Meetings (Meeting Window 6)

Client will organize and Consultant will facilitate CAC #3 and subgroups to provide input on the scenario analysis and results of the Community Priorities Workshop. The goal of this meeting is to vet the project results to date and develop a preliminary policy framework to be refined in future tasks. Client will provide meeting summaries for the CAC within one week of the meeting date. Consultant assumes that the Client will

provide logistics for the meetings.

Consultant Deliverables for Phase 3.4:

- Agenda(s) and facilitation;

Task 3.5: Preliminary Policy and Implementation Framework

Consultant will develop a preliminary policy/implementation framework that builds upon the SWOT analysis work completed in Phase 1 and that supports the preferred direction that has emerged from discussions on the land use scenarios and key policy choices. Consultant will use the seventeen elements mandated for consideration by the State of Idaho as the organizational structure for this task. Consultant will incorporate existing action items from the CDA 2030 Implementation Plan, as applicable.

Component (see State Statute 67-508)	Lead	Support	Data Sources
Property Rights	City	City to provide narrative related to this requirement	N/A
Population	City	Consultant	KMPO
School Facilities	School District	City, School District to provide narrative related this component	School District
Economic Development	Consultant	City, CDA 2030	EMSI, Existing Data Sources
Land Use	Consultant/City	CDA 2030	GIS (Land use and Zoning, topography etc.)and TAZ data, Scenario Modeling
Natural Resources	City	Consultant	GIS, Scenario Modeling
Hazardous Areas	City	Consultant	GIS, Scenario Modeling
Public Services, Facilities and Utilities	City	Consultant	Existing infrastructure plans, GIS (capacity analysis not assumed)
Transportation	Consultant/City	KMPO	GIS/KMPO Modeling Outputs
Recreation	Consultant	City	GIS, Existing Parks Plan
Special Areas or Sites	City	Consultant	City Data (should not be proprietary or confidential (archeological sites)
Housing	City	Consultant	GIS/Scenario modeling

Component (see State Statute 67-508)	Lead	Support	Data Sources
Community Design	Consultant	City	Policy level direction only
Agriculture	County, City	Consultant	GIS/Scenario Modeling for impacts to agricultural uses
Implementation	Consultant	City/CDA 2030	N/A
National Interest Electric Transmission Corridors	City	City to provide narrative related this component	Existing Location information
Public Airport Facilities	County/City	City to provide narrative related this component	Airport Master Plan

Client will complete an internal review with City departments and, as applicable, incorporate the priorities of City Council and Planning Commission. Consultant assumes two rounds of revisions from City staff input and one round of revisions after Planning Commission and City Council review.

Consultant Deliverables for Phase 3.5:

- Preliminary policy/implementation framework
- Review and revisions (assuming three rounds of revisions, two from staff and one from Planning Commission and City Council)

Task 3.6: Preliminary Preferred Future Land Use Map

Consultant will develop a preliminary preferred Future Land Use Map and updated place types that reflects input from the community, CAC, and City Leadership. MIG will provide precedent imagery to illustrate major land uses Consultant will provide a brief memorandum describing community character, land use and urban design, and recreation access considerations for individual place types. Consultant assumes the memorandum and illustrations will be organized to be incorporated directly into the draft Comprehensive Plan.

Consultant Deliverables for Phase 3.6:

- Preliminary Preferred Future Land Use Map
- Community Character/Place Types Memorandum

Task 3.7 Community Advisory Committee 4 (Meeting Window #6)

Client will organize and Consultant will facilitate CAC #4/subgroup meetings that will review and refine the draft policy framework and future land use map. Client will provide meeting summaries for the CAC within one week of the meeting date. Consultant assumes that the Client will provide logistics for the meetings.

Consultant Deliverables for Phase 3.7:

- Agenda(s) and facilitation;

Task 3.8: Leadership Briefing (Meeting Window #6)

Consultant, with the Client, will present the results of the project to date to the City Council, Planning Commission, and CDA 2030 Executive Committee and to gather input on the progress to date, place type and scenario analysis, and public involvement. Consultant assumes the leadership briefings will occur on the same day or consecutive days to minimize travel. Consultant assumes the leadership briefing will occur on the same or consecutive days as Task 3.7 to minimize travel. Consultant assumes one team member from the Consultant will be present for the presentation(s).

Consultant Deliverables for Phase 3.8:

- Draft and final presentation materials
- Attendance and presentation on Leadership Briefing(s)

PHASE 4: REFINEMENT**Task 4.1: Preliminary Plan Outline**

Consultant will coordinate with the Client and CDA 2030 staff to generate an annotated outline for the Citywide Plan that builds on the visioning, preliminary plan framework, and other interim directions established as part of the process. The outline will provide an overall snapshot of the Plan organization, document format (“mock-ups” of sample page layouts), and a list of proposed graphics. The outline will also establish how the contents of the previous work products and other important elements are integrated into the Comprehensive Plan document.

Consultant Deliverables for Phase 4.1:

- Draft and final annotated outline of the Citywide Plan

Task 4.2: Administrative Draft Document

Consultant will develop an Administrative Draft Plan, including charts, maps, figures. The Administrative Draft Plan will be in a Word-based text format with associated key graphics as an attached companion. The narrative will make references to clearly identified graphics that will be attached after the conclusion of the narrative. Consultant assumes two rounds of review. Upon completion of the editing process, Consultant will produce the document using InDesign, providing electronic versions to the City for review and submittal to the Planning Commission and City Council for review.

Consultant Deliverables for Phase 4.2:

- Draft and final Administrative Draft Citywide Plan

Task 4.3: Executive Summary Document

Consultant will develop a 6- to 8-page executive summary of the Plan for easy reproduction and distribution to community members and potential partners. Consultant will graphically design the executive summary and provide print ready files to the City. The Client will be responsible for producing copies of the summary

documents. Consultant assumes two rounds of review.

Consultant Deliverables for Phase 4.3:

- Draft and final Executive Summary Document

Task 4.4: Citywide Plan Open House

After the Administrative Draft Plan is completed, consultant will coordinate with the Client to host an open house to provide the community an opportunity to discuss the draft Plan and provide comments. This open house will include displays of the draft plan and interactive ways to identify priority elements and actions that should be highlighted in the prioritized list of actions. Consultant assumes that the Client will lead this task, including printing boards, with the Consultant providing materials design. Consultant assumes Client will staff this meeting. Consultant will not attend the meeting in person

Consultant Deliverables for Phase 4.4:

- Meeting plan and agenda
- Creation of up to 10 boards

Task 4.5: Review, Approval, and Adoption Process

Consultant, together with the Client CDA 2030 staff, and a member of the CAC, will jointly present the draft Citywide Plan to the Planning Commission for review. Consultant assumes that it will present at one meeting of the Planning Commission. Upon completion of the Planning Commission, Consultant, together with City and CDA 2030 staff, a member of the CAC, and the Planning Commission, will jointly present the draft Citywide Plan to the City Council. Consultant assumes that it will present at one City Council meeting. One Consultant team member will be present for both meetings

Consultant Deliverables for Phase 4.5:

- Creation of meeting presentation(s)
- Attendance (one consultant team member) at up to four Planning Commission/City Council hearings

TASK 4.6: Final Plan

Consultant will incorporate feedback gathered throughout the review and approval process into a final Plan document optimized for printing and posting online. Consultant assumes two rounds of review and printing to be completed by the Client. Consultant will provide print-ready and web versions of the plan.

Consultant Deliverables for Phase 4.6:

- Draft and final Plan (print and web-ready)

RESOLUTION NO. 19-032

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A MEMORANDUM OF UNDERSTANDING WITH CDA 2030, INC., TO MEMORIALIZE THE UNDERSTANDING OF THE PARTIES AS TO THEIR RESPONSIBILITIES, MONETARY CONTRIBUTIONS, AND USE OF DOCUMENTS PRODUCED BY MIG, INC., WITH RESPECT TO THE PROJECT KNOWN AS "ENVISION COEUR D'ALENE."

WHEREAS, the Community Planning Director of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a Memorandum of Understanding with CDA 2030, Inc., pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a Memorandum of Understanding with CDA 2030, Inc., in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 6th day of August, 2019.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER ENGLISH Voted _____

_____ was absent. Motion _____.

Memorandum of Understanding

Envision Coeur d'Alene

THIS MEMORANDUM OF UNDERSTANDING (MOU) is hereby entered into by and between the **CITY OF COEUR D'ALENE ("CITY")** and **CDA 2030, Inc. ("CDA 2030")**, a wholly separate non-governmental, non-profit organization.

THE PARTIES AGREE AS FOLLOWS:

I. PURPOSE.

The purpose of this MOU is to memorialize the understanding between the parties related to the roles, responsibilities, monetary contributions, and use of documents produced through the development of deliverables by MIG, Inc., the consultant (hereinafter referred to as the "Project"). The scope of work for the Project is attached as part of Exhibit "A".

II. STATEMENT OF BACKGROUND INFORMATION.

CITY and CDA 2030 have worked together on the collaboration project known as "Envision Coeur d'Alene". This collaboration has included creation of the aforementioned name and branding/logo design, production/release of an RFP, review and selection of a preferred consultant, subsequent negotiation of scope, budget, and anticipated timeline, for which the City Council approved the agreement for services with MIG, Inc. on June 18th, 2019, with a fully executed agreement between MIG and the CITY signed by the Mayor on July 1, 2019. The agreement, including the scope of work, is attached (Exhibit "A").

III. STATEMENT OF MUTUAL BENEFIT AND INTEREST.

The Project provides a mutual benefit to both CITY and CDA 2030 as both parties seek to meet the intent of their purposes and serve the public interest:

Envision Coeur d'Alene is Coeur d'Alene's long-range planning and visioning project created to develop a city-wide plan to serve the City's residents and community at-large.

The plan will fulfill the CITY's State of Idaho-mandated comprehensive planning requirements to produce a Comprehensive Plan as required by Idaho Code § 67-6508 for the timeframe 2020–2040.

1. CITY shall:

- a) Designate personnel to work with CDA 2030 as a project manager for the duration of the Envision Coeur d'Alene project.

- b) Provide monetary payment to MIG, Inc., in the amount of \$50,000 to begin services provided by MIG, Inc., followed by a request to fully fund the Project. This request will be made to City Council for FY19-20 totaling \$165,984 (grand total of funds to MIG, Inc. = \$215,984).
- c) Work with CDA 2030 on the Project to procure public input both digitally and in person. This includes, but is not limited to: website procurement and programming, content creation, finding locations for and scheduling meetings, attendance at meetings, compiling results, and delivering results to MIG, Inc., for processing. The digital portion of this request includes www.envisioncda.com and www.envisioncda.org.
- d) Meet on a regular basis to review the process, make suggestions to improve the process if needed, and implement vetted changes. This shall be in conjunction with input provided by MIG, Inc.
- e) Share all digital forms of maps, graphics and documents that are produced by this effort. Said items are available for use, reproduction, and distribution as needed, without limitation, by either party.
- f) Support the design and completion of the CDA 2030 Implementation Plan to aid in the integration of the Comprehensive Plan.

In the case of CDA 2030, the Project will fulfill the 5-year vision and plan validation process through public engagement and refinement with Lead and Supporting Partners.

2. CDA 2030 shall:

- a) Designate personnel to work with CITY as a project manager for the duration of the Envision Coeur d'Alene project.
- b) Provide monetary contribution to the Project. In total, \$23,000 has been allocated to complete the vision validation and update of the Implementation Plan. Prior to this agreement, \$10,886.25 had been paid to MDSN Design for project branding and website design, and employment of Jake Garringer as Program Coordinator. A balance of \$12,113.75 remains to be expended on shared expenses and costs related to the completion of the vision validation and to update the Implementation Plan.
- c) Provide an update to the Implementation Plan in 2019 as requested by MIG, Inc.
- d) Work with CITY on the Project to procure public input both digitally and in person. This includes, but is not limited to: website procurement and programming, content creation, finding locations for and scheduling meetings, attendance at meetings, compiling results, and delivering results to MIG, Inc. for processing. The digital portion of this request includes www.envisioncda.com and envisioncda.org.

- e) Meet on a regular basis to review the process, make suggestions to improve the process, if needed, and implement vetted changes. This shall be in conjunction with input provided by MIG, Inc.
- f) Share all digital forms of maps, graphics and documents that are produced by this effort. Said items are available for use, reproduction, and distribution as needed, without limitation, by either party.
- g) Assist with the development of the Comprehensive Plan to aid in the integration with the CDA 2030 Vision and Implementation Plan in areas that are relevant to city planning.

IV. PRINCIPAL CONTACTS. The principal contacts for this MOU are:

	City of Coeur d’Alene (CITY)	Coeur d’Alene 2030 (CDA 2030)
KEY CONTACT:	Sean Holm, Senior Planner (Project Manager)	Nicole Kahler, Executive Director
STREET ADDRESS:	710 E. Mullan Ave.	105 N. 1 st Street, Suite #100
CITY/STATE:	Coeur d’Alene, ID 83814	Coeur d’Alene, ID 83814
PHONE NUMBER:	208.676.7401	208.415.0112
EMAIL ADDRESS:	sholm@cdaid.org	nicole@cda2030.org

V. COMMENCEMENT/EXPIRATION DATE. This MOU shall be effective from the date of the last signature below, and shall remain in full force and effect through the Project, until completion, at which time it will expire unless extended by mutual written agreement of the parties. Completion is defined as adoption of the plan(s) by City Council.

VI. EARLY TERMINATION. Either party may terminate this MOU with thirty (30) days’ written notice to the other party for just cause.

VII. MODIFICATION. Modifications of this MOU may be made only by consent of the parties and in a written addendum executed by each of the parties to this MOU. Any such modification shall be effective as of the date of last signature on the addendum.

VIII. LIABILITY.

1. CDA 2030 shall be solely responsible for any loss, costs, damages or injury caused to third parties or property arising from the actions of CDA 2030, or its officers, employees, agents, or volunteers, and shall indemnify and hold harmless the City from any claims, litigation or liability arising from such actions taken pursuant to this MOU.

2. Subject to the limitations of the Idaho Tort Claims Act, Idaho Constitution or any law, rule or regulation granting immunity to CITY, CITY shall be solely responsible for any loss, costs, damages or injury caused to third parties or property arising from the actions of CITY, or its officials, employees, agents, or volunteers, and shall indemnify and hold harmless CDA 2030 from any claims, litigation or liability arising from such actions taken pursuant to this MOU.

IX. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts CITY or CDA 2030 from participating in similar activities with other public or private agencies, organizations, and individuals.

X. GOOD FAITH. It is the intent of the parties that the relationship between them will continue following completion of the Project as the governing boards of the parties determine. Both parties understand that they will provide mutual benefit by sharing resources and engaging the public in a single Project.

XI. INDEPENDENT CONTRACTORS. The parties acknowledge that each is acting as an independent contractor, and not as an employee, agent, or representative of the other.

The persons executing this MOU on behalf of their respective entities hereby represent and warrant that they have the right, power, and legal capacity, and appropriate authority to enter into this MOU on behalf of the entity for which they sign.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the last date written below.

DATED this 6th day of July, 2019.

DATED this ____ day of _____, 2019.

**CDA
CITY OF COEUR D'ALENE**

**CDA 2030
COEUR D'ALENE 2030, INC.**

By: _____
Steve Widmyer, Mayor

Marcee Hartzell, Chair

ATTEST:

Jimmy McAndrew, Vice Chair

By: _____
Renata McLeod, City Clerk

ATTEST:
Nicole Kahler, Executive Director

By: _____

PUBLIC HEARINGS

CITY COUNCIL STAFF REPORT

DATE: August 6, 2019
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: **V-19-02, Vacation of a portion of Hanley Avenue right-of-way adjoining the north boundary of Lots 1 - 4, Block 1, Hern Industrial Park and Tax Number 21582 in the City of Coeur d'Alene.**

DECISION POINT

Should the City vacate the portion of right-of-way that adjoins the North boundary of Lots 1 – 4, Block 1, Hern Industrial Park and Tax Number 21582, between Carrington Lane and Atlas Road, to the applicant, Jack A. Hern?

HISTORY

The requested right-of-way was originally dedicated to the City of Coeur d'Alene in the Hawks Nest plat in 2006.

FINANCIAL ANALYSIS

The vacation of the requested right-of-way would not have any financial impact on the City and would add approximately 1.021 Acres (44,465 Square Feet) to the County tax roll. Although a minor amount, it would be a benefit to the municipality as tax revenue, and, to the land owner whose lot adjoins the strip of usable property.

PERFORMANCE ANALYSIS

The purpose of this request is to vacate the existing right-of-way between the north line of section 33 and the existing fence line north of it. The reason for the requested vacation is to formalize the property boundary as it was agreed upon and established by the City of Coeur d'Alene and Jack A. Hern, "John", with the exception of the area necessary for the city's proposed pathway. All utilities are existing and in place, and there is no foreseeable use for this additional right-of-way. Therefore, the vacation of this portion of right-of-way adjoining this parcel would not impact the City and would be a benefit to the property owner. The Development Review Team was informed about this vacation and did not have any concerns.

RECOMMENDATION

City Council should approve the vacation action per Idaho Code Section 50-1306 and vacate the property to the applicant, Jack A. Hern.

HERN PROPERTY VACATION

VICINITY MAP



1

1

DRAWN BY:
CMC

SCALE:
H: 1"= 2,000
V: N/A

PROJECT NUMBER
19.014

TRI-STATE
CONSULTING ENGINEERS INC.

**ENGINEERS
PLANNERS**

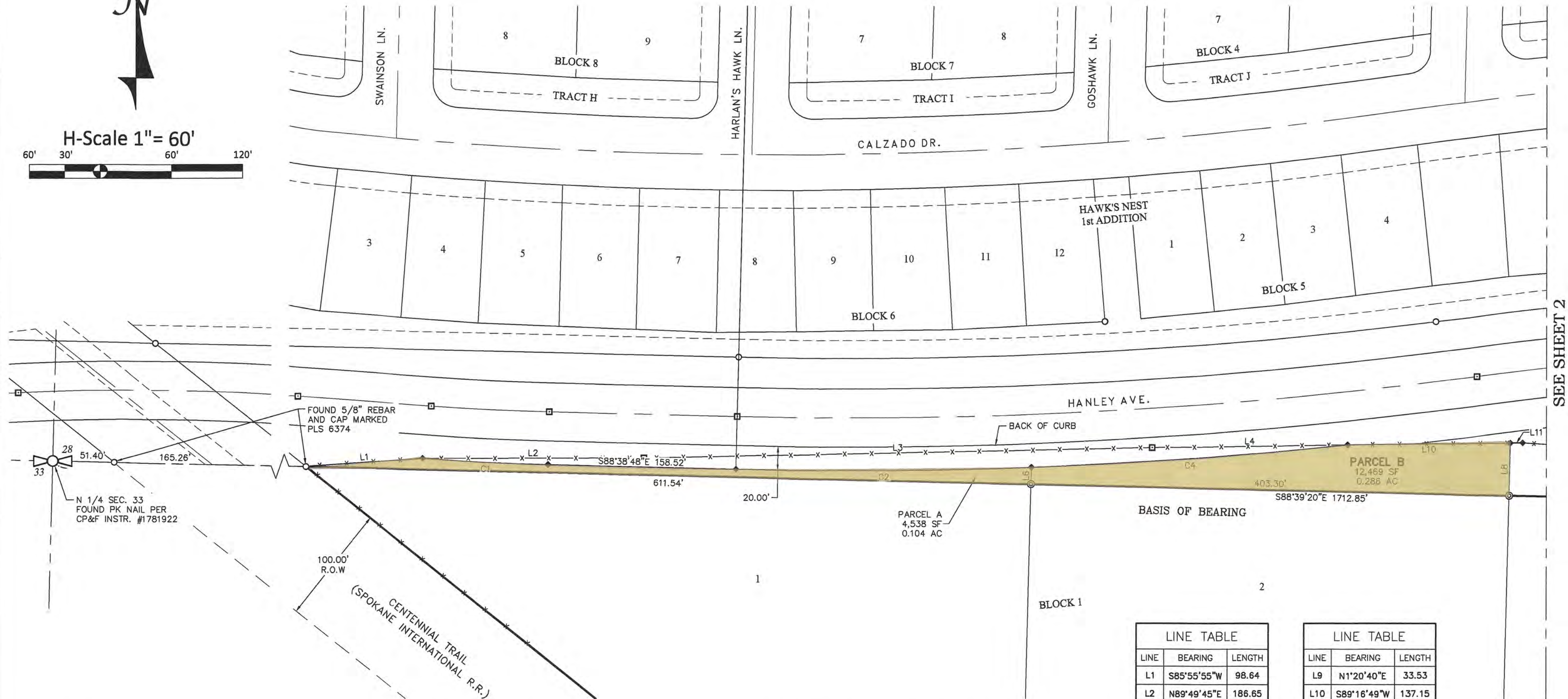
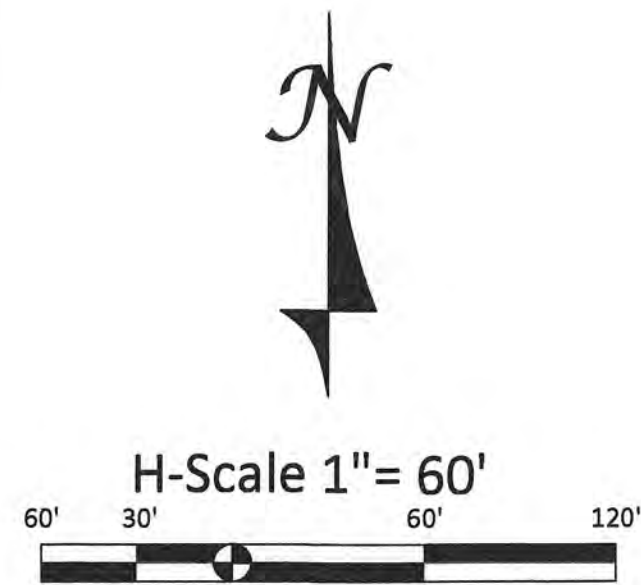
1859 N. Lakewood Dr.
Suite 103
Coeur d' Alene, ID 83814
Office (208) 665-9502
Fax (208) 665-9507

EXHIBIT 'B'

RECORD OF SURVEY VACATION ORDINANCE

ADDITIONAL RIGHT-OF-WAY FOR HANLEY AVENUE, TAX #21581, AND TAX #21582
A PORTION THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 51 N., RANGE 4 W., BOISE MERIDIAN, CITY OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO

BOOK PAGE
INST.#



LEGEND

- FOUND 5/8" REBAR AND CAP MARKED PLS 9367, OR AS NOTED
- SET 5/8" x 24" REBAR WITH YELLOW PLASTIC CAP, P.L.S. 9367
- ◇ FOUND 5/8" REBAR AND CAP MARKED PLS 11119, OR AS NOTED
- ◆ SET 1/2" x 24" REBAR WITH YELLOW PLASTIC CAP, P.L.S. 9367
- ◎ FOUND 1/2" REBAR AND PLS 9367 CAP, OR AS NOTED
- CALCULATED POSITION, NOTHING FOUND OR SET
- ⊕ 1/16 SECTION CORNER AS NOTED
- ③ CENTER SECTION CORNER AS NOTED
- ⊕ E-W 1/4 SECTION CORNER AS NOTED
- ⊕ 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
- X— EXISTING FENCE LINE

REFERENCES

- IN RECORDS OF KOOTENAI COUNTY, IDAHO:
- R-1 RECORD OF SURVEY BY DUSTY B. OBERMAYER, PLS 11119. RECORDED IN BOOK 25 OF SURVEYS AT PAGE 165, AS INSTRUMENT NO. 2119879000.
 - R-2 PLAT OF HAWK'S NEST 1ST ADDITION BY CHAD J. JOHNSON, PLS 9367. RECORDED IN BOOK K OF PLATS AT PAGES 94-94F, AS INSTRUMENT NO. 2139756000.
 - R-2 PLAT OF HERN INDUSTRIAL PARK BY CHAD J. JOHNSON, PLS 9367. RECORDED IN BOOK L OF PLATS AT PAGES 310-310C, AS INSTRUMENT NO. 2681034000.

BASIS OF BEARING

AS SHOWN HEREON THE BASIS OF BEARING FOR THIS SURVEY IS S88°39'20"E ALONG THE NORTH LINE OF THE NE 1/4 OF SECTION 33, TOWNSHIP 51 NORTH, RANGE 4 WEST.

NOTES

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

RECORDER'S CERTIFICATE

THIS MAP WAS FILED IN THE OFFICE OF THE RECORDER, COUNTY OF KOOTENAI, STATE OF IDAHO, AT THE REQUEST OF JOHNSON SURVEYING

ON DATE _____ AT _____ O'CLOCK ____ M

AS INSTRUMENT _____ IN BK. ____ OF SURVEYS AT PG. ____

BY _____
DEPUTY,
JIM BRANNON, RECORDER. FEE: _____



LINE TABLE		
LINE	BEARING	LENGTH
L1	S85°55'55"W	98.64
L2	N89°49'45"E	186.65
L3	N88°48'39"E	428.60
L4	N89°11'23"E	184.92
L5	S1°20'40"W	21.46
L6	N1°20'40"E	14.15
L8	N1°20'40"E	44.32

LINE TABLE		
LINE	BEARING	LENGTH
L9	N1°20'40"E	33.53
L10	S89°16'49"W	137.15
L11	S89°16'49"W	10.37
L12	S86°57'18"E	44.49
L13	S86°57'18"E	183.42

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CRD. DIST.	CHORD
C1	2044.50'	2°58'04"	105.90'	105.88'	S87°09'46"E
C2	4044.50'	3°31'45"	249.13'	249.09'	N89°35'21"E
C3	2550.00'	1°13'44"	54.69'	54.69'	N74°45'24"W
C4	4044.50'	3°47'21"	267.48'	267.43'	N85°55'48"E

RECORD OF SURVEY			
NE 1/4 SECTION 33, TOWNSHIP 51 NORTH, RANGE 4 WEST, B.M., CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO			
DATE SURVEYED: JULY 2016	DRAFTED BY: BAG	PLOT DATE: 7/12/2019	SHEET 1/2
FILE NAME: 16-148 ROS	CHECKED BY: CJJ	PROJECT No.: 16-148	

Johnson
Surveying

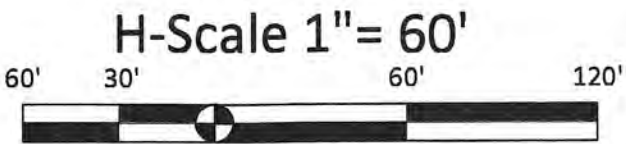
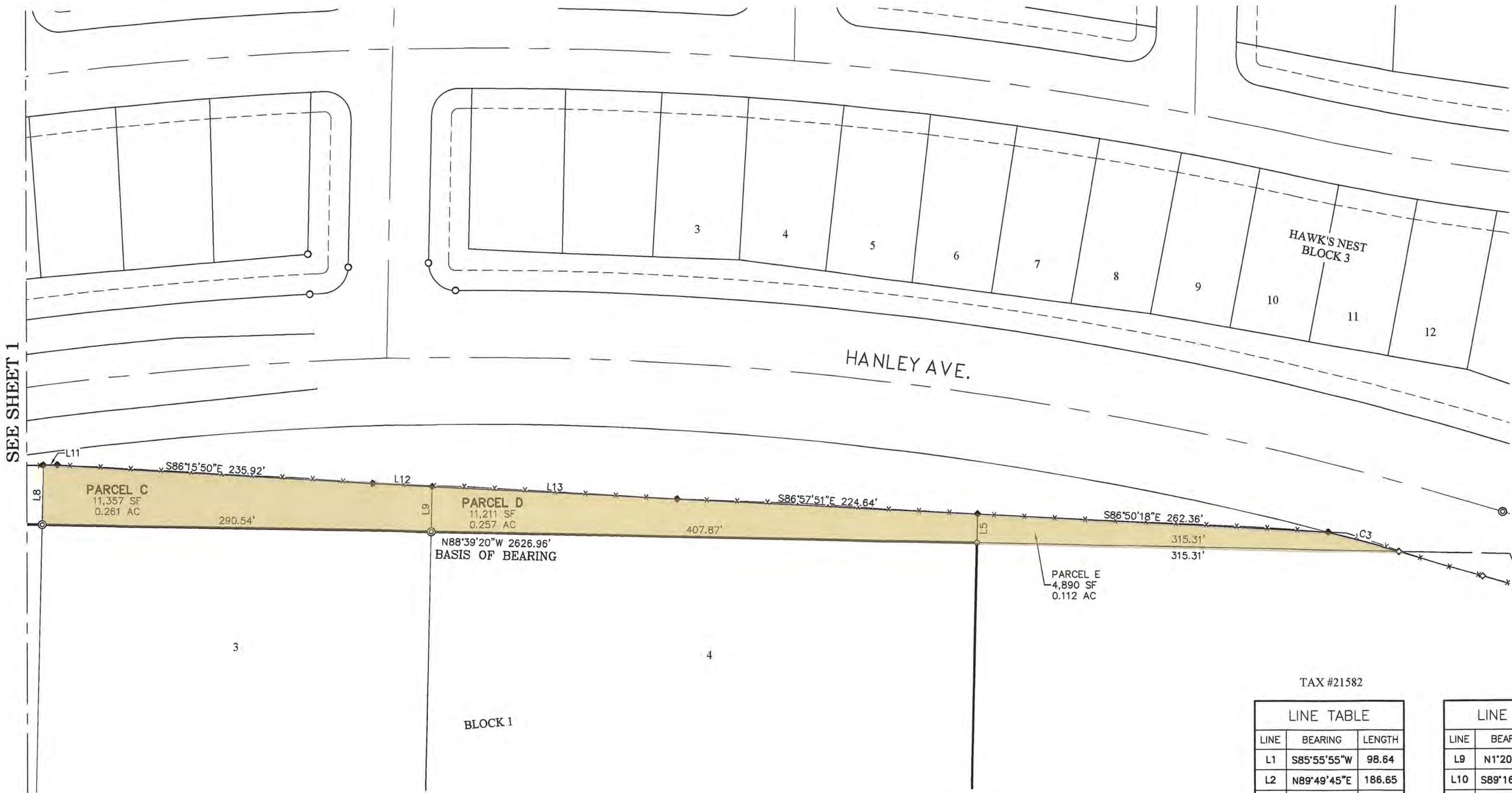
P.O. Box 2544 Post Falls, ID 83877
208-660-2351
johnsonsurveyingnw.com

EXHIBIT 'B'

RECORD OF SURVEY
VACATION ORDINANCE #

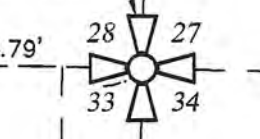
ADDITIONAL RIGHT-OF-WAY FOR HANLEY AVENUE, TAX #21581, AND TAX #21582
A PORTION THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 51 N., RANGE 4 W., BOISE MERIDIAN, CITY OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO

BOOK PAGE
INST.#



TRACT
L

NE COR. SEC. 33
FOUND 2" ALUMINUM CAP
MARKED PLS 9367 PER
CP&F INSTR. #2137087000



LEGEND

- FOUND 5/8" REBAR AND CAP MARKED PLS 9367, OR AS NOTED
- SET 5/8" x 24" REBAR WITH YELLOW PLASTIC CAP, P.L.S. 9367
- ◇ FOUND 5/8" REBAR AND CAP MARKED PLS 11119, OR AS NOTED
- ◆ SET 1/2" x 24" REBAR WITH YELLOW PLASTIC CAP, P.L.S. 9367
- ⊙ FOUND 1/2" REBAR AND PLS 9367 CAP, OR AS NOTED
- CALCULATED POSITION, NOTHING FOUND OR SET
- ⊕ 1/16 SECTION CORNER AS NOTED
- ③ CENTER SECTION CORNER AS NOTED
- ⊕ E-W 1/4 SECTION CORNER AS NOTED
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- ⊕ SECTION CORNER AS NOTED
- CP&F CORNER PERPETUATION & FILING RECORD (WITH INSTRUMENT NO.)
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- x- EXISTING FENCE LINE

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 - R-2 PLAT OF HERN INDUSTRIAL PARK BY CHAD J. JOHNSON, PLS 9367, RECORDED IN BOOK L OF PLATS AT PAGES 310-310C, AS INSTRUMENT NO. 2681034000.

BASIS OF BEARING

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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.

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



TAX #21582

LINE TABLE		
LINE	BEARING	LENGTH
L1	S85°55'55"W	98.64
L2	N89°49'45"E	186.65
L3	N88°48'39"E	428.60
L4	N89°11'23"E	164.92
L5	S1°20'40"W	21.46
L6	N1°20'40"E	14.15
L8	N1°20'40"E	44.32

LINE TABLE		
LINE	BEARING	LENGTH
L9	N1°20'40"E	33.53
L10	S89°16'49"W	137.15
L11	S89°16'49"W	10.37
L12	S86°57'18"E	44.49
L13	S86°57'18"E	183.42

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CRD. DIST.	CHORD
C1	2044.50'	2°58'04"	105.90'	105.88'	S87°09'46"E
C2	4044.50'	3°31'45"	249.13'	249.09'	N89°35'21"E
C3	2550.00'	1°13'44"	54.69'	54.69'	N74°45'24"W
C4	4044.50'	3°47'21"	267.48'	267.43'	N85°55'48"E

RECORD OF SURVEY

NE 1/4 SECTION 33, TOWNSHIP 51 NORTH, RANGE 4 WEST,
B.M., CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

DATE SURVEYED: JULY 2016	DRAFTED BY: BAG	PLOT DATE: 7/16/2019	SHEET 2
FILE NAME: 16-148 ROS	CHECKED BY: CJJ	PROJECT No.: 16-148	2

Johnson
Surveying

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

COUNCIL BILL NO. 19-1008
ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, STATE OF IDAHO, VACATING A PORTION OF THE HANLEY AVENUE RIGHT-OF-WAY, GENERALLY DESCRIBED AS A PARCEL OF LAND ADJOINING THE NORTH BOUNDARY OF LOTS 1 - 4, BLOCK 1 OF THE HERN INDUSTRIAL PARK AND TAX NUMBER 21582 IN THE CITY OF COEUR D'ALENE, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after public hearing, the City Council finds it to be in the best interests of the City of Coeur d'Alene and the citizens thereof that said portion of right-of-way be vacated;

NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Coeur d'Alene:

SECTION 1. That the following described right-of-way, to wit:

Legal description and drawing, attached as Exhibits "A" & "B"

be and the same is hereby vacated.

SECTION 2. That said vacated right-of-way shall revert to the adjoining property owner(s) to the south.

SECTION 3. That the remaining right-of-way, and existing easements and franchise rights of any lot owners, public utility, or the City of Coeur d'Alene shall not be impaired by this vacation, as provided by law, and that the adjoining property owners shall in no manner place any obstruction over any public utilities.

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

SECTION 5. After its passage and adoption, a summary of this Ordinance, pursuant to the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication 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 August 6, 2019.

APPROVED by the Mayor this 6th day of August, 2019.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. ____
V-19-02, HANLEY AVENUE RIGHT-OF-WAY VACATION

The City of Coeur d'Alene, Idaho hereby gives notice of the adoption of Coeur d'Alene Ordinance No. ____, vacating a portion of the Hanley Avenue right-of-way.

Such right-of-way is more particularly described as follows:

Attached Exhibits “A” & “B” are on file in the City Clerk’s office.

The ordinance further provides that the ordinance shall be effective upon publication of this summary. The full text of the summarized Ordinance No. ____ is available at Coeur d'Alene City Hall, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814 in the office of the City Clerk.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am Chief Civil Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. ____, V-19-02, Hanley Avenue right-of-way vacation, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the substance thereof.

DATED this 6th day of August, 2019.

Randall R. Adams, Chief Civil Deputy City Attorney

EXHIBIT "A"
VACATION PARCEL "A"

A PARCEL OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D' ALENE, KOOTENAI COUNTY, IDAHO. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 28 BEING A FOUND PK NAIL PER CP&F INSTRUMENT NO. 1781922, RECORDS OF KOOTENAI COUNTY, IDAHO, FROM WHICH THE SOUTHEAST CORNER OF SECTION 28 BEARS S88°39'20"E A DISTANCE OF 2626.96 FEET; THENCE, S88°39'20"E ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 28 A DISTANCE OF 216.66 FEET TO A FOUND 5/8 INCH REBAR AND CAP MARKED PLS 6374 AND THE **TRUE POINT OF BEGINNING**.

THENCE, LEAVING SAID SOUTH LINE, N 85°55'55" E A DISTANCE OF 98.64 FEET TO A SET ½ INCH REBAR AND CAP MARKED PLS 9367;

THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2044.50 AN ARC LENGTH OF 105.90 FEET A DELTA ANGLE OF 02°58'04" WITH A CHORD THAT BEARS S 87°09'46" E A DISTANCE OF 105.88 FEET;

THENCE, S 88°38'48" E A DISTANCE OF 158.52 FEET TO A SET ½ INCH REBAR AND PLS 9367 CAP;

THENCE, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 4044.50 AN ARC LENGTH OF 249.13 FEET A DELTA ANGLE OF 03°31'45" WITH A CHORD THAT BEARS N 89°35'21" E A DISTANCE OF 249.09 FEET TO A SET ½ INCH REBAR AND PLS 9367 CAP;

THENCE, S 01°20'40" E A DISTANCE OF 14.15 FEET TO A FOUND ½ INCH REBAR AND PLS 9367 CAP ON THE SOUTH LINE OF SAID SECTION 28;

THENCE, ALONG SAID SOUTH LINE, N 88°39'20" W A DISTANCE OF 611.54 FEET TO THE **TRUE POINT OF BEGINNING**.

SAID PARCEL OF LAND CONTAINING 0.104 ACRES OR 4,538 SQUARE FEET, MORE OR LESS.



EXHIBIT "A"
VACATION PARCEL "B"

A PARCEL OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D' ALENE, KOOTENAI COUNTY, IDAHO. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

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THENCE, LEAVING SAID SOUTH LINE, N 01°20'40" E A DISTANCE OF 14.15 FEET TO A SET 1/2" REBAR AND CAP MARKED PLS 9367;

THENCE, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 4044.50 AN ARC LENGTH OF 267.48 FEET A DELTA ANGLE OF 03°47'21" WITH A CHORD THAT BEARS N 85°55'48" E A DISTANCE OF 267.43 FEET TO A SET ½ INCH REBAR AND PLS 9367 CAP;

THENCE, N 89°16'49" E A DISTANCE OF 137.15 FEET TO A SET ½ INCH REBAR AND PLS 9367 CAP;

THENCE, S 01°20'40" W A DISTANCE OF 44.32 FEET TO A FOUND ½ INCH REBAR AND PLS 9367 CAP ON THE SOUTH LINE OF SAID SECTION 28;

THENCE, ALONG SAID SOUTH LINE, N 88°39'20" W A DISTANCE OF 403.30 FEET TO THE **TRUE POINT OF BEGINNING**.

SAID PARCEL OF LAND CONTAINING 0.286 ACRES OR 12,469 SQUARE FEET, MORE OR LESS.



EXHIBIT "A"
VACATION PARCEL "C"

A PARCEL OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D' ALENE, KOOTENAI COUNTY, IDAHO. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

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THENCE, LEAVING SAID SOUTH LINE, N 01°20'40" E A DISTANCE OF 44.32 FEET TO A SET 1/2" REBAR AND CAP MARKED PLS 9367;

THENCE, N 89°16'49" E A DISTANCE OF 10.37 FEET TO A SET ½ INCH REBAR AND PLS 9367 CAP;

THENCE, S 86°15'50" E A DISTANCE OF 235.92 FEET TO A SET ½ INCH REBAR AND PLS 9367 CAP;

THENCE, S 86°57'18" E A DISTANCE OF 44.49 FEET TO A SET ½ INCH REBAR AND PLS 9367 CAP;

THENCE, S 01°20'40" W A DISTANCE OF 33.53 FEET TO A FOUND ½ INCH REBAR AND PLS 9367 CAP ON THE INTERSECTION WITH THE SOUTH LINE OF SECTION 28;

THENCE, ALONG SAID SOUTH LINE, N 88°39'20" W A DISTANCE OF 290.54 FEET TO THE **TRUE POINT OF BEGINNING.**

SAID PARCEL OF LAND CONTAINING 0.261 ACRES OR 11,357 SQUARE FEET, MORE OR LESS.



EXHIBIT "A"
VACATION PARCEL E

A PARCEL OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D' ALENE, KOOTENAI COUNTY, IDAHO. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 28 BEING A FOUND PK NAIL PER CP&F INSTRUMENT NO. 1781922, RECORDS OF KOOTENAI COUNTY, IDAHO, FROM WHICH THE SOUTHEAST CORNER OF SECTION 28 BEARS S88°39'20"E A DISTANCE OF 2626.96 FEET; THENCE, S88°39'20"E ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 28 A DISTANCE OF 1929.51 FEET TO A FOUND ½ INCH REBAR AND CAP MARKED PLS 9367 AND THE **TRUE POINT OF BEGINNING.**

THENCE, LEAVING SAID SOUTH LINE, N 01°20'40" E A DISTANCE OF 21.46 FEET TO A SET ½ INCH REBAR AND CAP MARKED PLS 9367;

THENCE, S 86°50'18" E A DISTANCE OF 262.36 FEET TO A SET ½ INCH REBAR AND PLS 9367 CAP;

THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2550.00 AN ARC LENGTH OF 54.69 FEET A DELTA ANGLE OF 01°13'44" WITH A CHORD THAT BEARS S 74°45'24" E A DISTANCE OF 54.69 FEET TO A SET ½ INCH REBAR AND PLS 9367 CAP AT THE INTERSECTION WITH THE SOUTH LINE OF SECTION 28;

THENCE, ALONG SAID SOUTH LINE, N 88°39'20" W A DISTANCE OF 315.31 FEET TO THE **TRUE POINT OF BEGINNING.**

SAID PARCEL OF LAND CONTAINING 0.112 ACRES OR 4,890 SQUARE FEET, MORE OR LESS.



EXHIBIT "A"
VACATION PARCEL "D"

A PARCEL OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D' ALENE, KOOTENAI COUNTY, IDAHO. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

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THENCE, LEAVING SAID SOUTH LINE, N 01°20'40" E A DISTANCE OF 33.53 FEET TO A SET ½ INCH REBAR AND CAP MARKED PLS 9367;

THENCE, S 86°57'18" E A DISTANCE OF 183.82 FEET TO A SET ½ INCH REBAR AND PLS 9367 CAP;

THENCE, S 86°57'51" E A DISTANCE OF 224.64 FEET TO A SET ½ INCH REBAR AND PLS 9367 CAP;

THENCE, S 01°20'40" W A DISTANCE OF 21.46 FEET TO A FOUND 5/8 INCH REBAR AND PLS 11119 CAP ON THE INTERSECTION WITH THE SOUTH LINE OF SECTION 28;

THENCE, ALONG SAID SOUTH LINE, N 88°39'20" W A DISTANCE OF 407.87 FEET TO THE **TRUE POINT OF BEGINNING.**

SAID PARCEL OF LAND CONTAINING 0.257 ACRES OR 11,211 SQUARE FEET, MORE OR LESS.

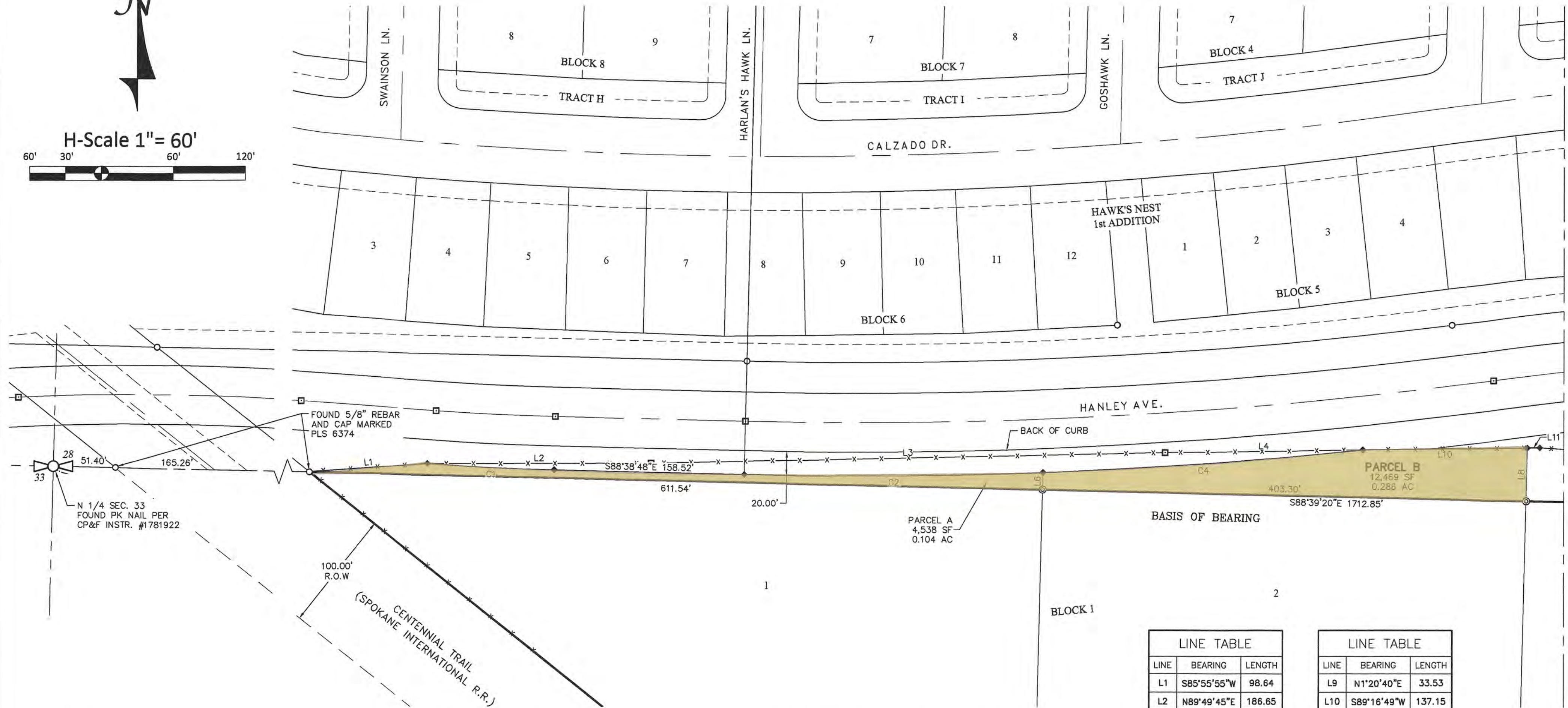
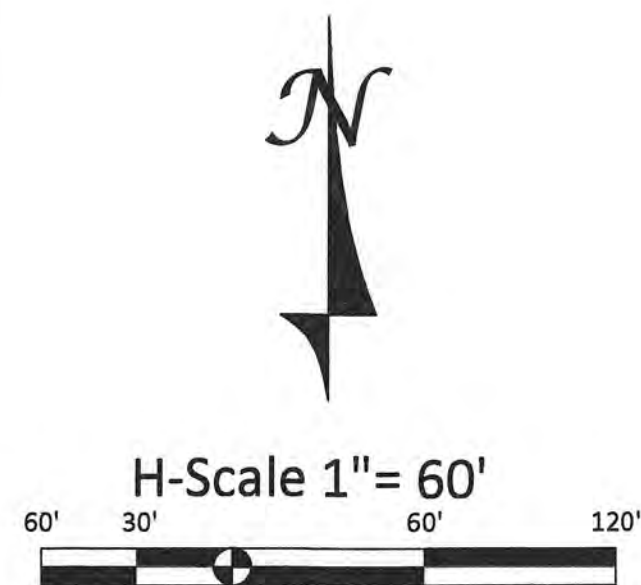


EXHIBIT 'B'

RECORD OF SURVEY
VACATION ORDINANCE #

ADDITIONAL RIGHT-OF-WAY FOR HANLEY AVENUE, TAX #21581, AND TAX #21582
A PORTION THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 51 N., RANGE 4 W., BOISE MERIDIAN, CITY OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO

BOOK PAGE
INST.#



LEGEND

- FOUND 5/8" REBAR AND CAP MARKED PLS 9367, OR AS NOTED
- SET 5/8" x 24" REBAR WITH YELLOW PLASTIC CAP, P.L.S. 9367
- ◇ FOUND 5/8" REBAR AND CAP MARKED PLS 11119, OR AS NOTED
- ◆ SET 1/2" x 24" REBAR WITH YELLOW PLASTIC CAP, P.L.S. 9367
- ◎ FOUND 1/2" REBAR AND PLS 9367 CAP, OR AS NOTED
- CALCULATED POSITION, NOTHING FOUND OR SET
- ⊕ 1/16 SECTION CORNER AS NOTED
- ③ CENTER SECTION CORNER AS NOTED
- ⊕ E-W 1/4 SECTION CORNER AS NOTED
- ⊕ 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
- X— EXISTING FENCE LINE

REFERENCES

- IN RECORDS OF KOOTENAI COUNTY, IDAHO:
- R-1 RECORD OF SURVEY BY DUSTY B. OBERMAYER, PLS 11119, RECORDED IN BOOK 25 OF SURVEYS AT PAGE 165, AS INSTRUMENT NO. 2119879000.
 - R-2 PLAT OF HAWK'S NEST 1ST ADDITION BY CHAD J. JOHNSON, PLS 9367, RECORDED IN BOOK K OF PLATS AT PAGES 94-94F, AS INSTRUMENT NO. 2139756000.
 - R-2 PLAT OF HERN INDUSTRIAL PARK BY CHAD J. JOHNSON, PLS 9367, RECORDED IN BOOK L OF PLATS AT PAGES 310-310C, AS INSTRUMENT NO. 2681034000.

BASIS OF BEARING

AS SHOWN HEREON THE BASIS OF BEARING FOR THIS SURVEY IS S88°39'20"E ALONG THE NORTH LINE OF THE NE 1/4 OF SECTION 33, TOWNSHIP 51 NORTH, RANGE 4 WEST.

NOTES

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

RECORDER'S CERTIFICATE

THIS MAP WAS FILED IN THE OFFICE OF THE RECORDER, COUNTY OF KOOTENAI, STATE OF IDAHO, AT THE REQUEST OF JOHNSON SURVEYING

ON DATE _____ AT _____ O'CLOCK _____ M

AS INSTRUMENT _____ IN BK. _____ OF SURVEYS AT PG. _____

BY _____
DEPUTY,
JIM BRANNON, RECORDER. FEE: _____



LINE TABLE		
LINE	BEARING	LENGTH
L1	S85°55'55"W	98.64
L2	N89°49'45"E	186.65
L3	N88°48'39"E	428.60
L4	N89°11'23"E	184.92
L5	S1°20'40"W	21.46
L6	N1°20'40"E	14.15
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LINE TABLE		
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CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CRD. DIST.	CHORD
C1	2044.50'	2°58'04"	105.90'	105.88'	S87°09'46"E
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C4	4044.50'	3°47'21"	267.48'	267.43'	N85°55'48"E

RECORD OF SURVEY			
NE 1/4 SECTION 33, TOWNSHIP 51 NORTH, RANGE 4 WEST, B.M., CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO			
DATE SURVEYED: JULY 2016	DRAFTED BY: BAG	PLOT DATE: 7/12/2019	SHEET 1
FILE NAME: 16-148 ROS	CHECKED BY: CJJ	PROJECT No.: 16-148	2

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208-660-2351
johnsonsurveyingnw.com

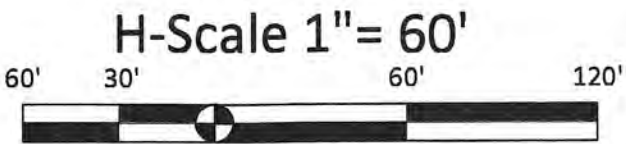
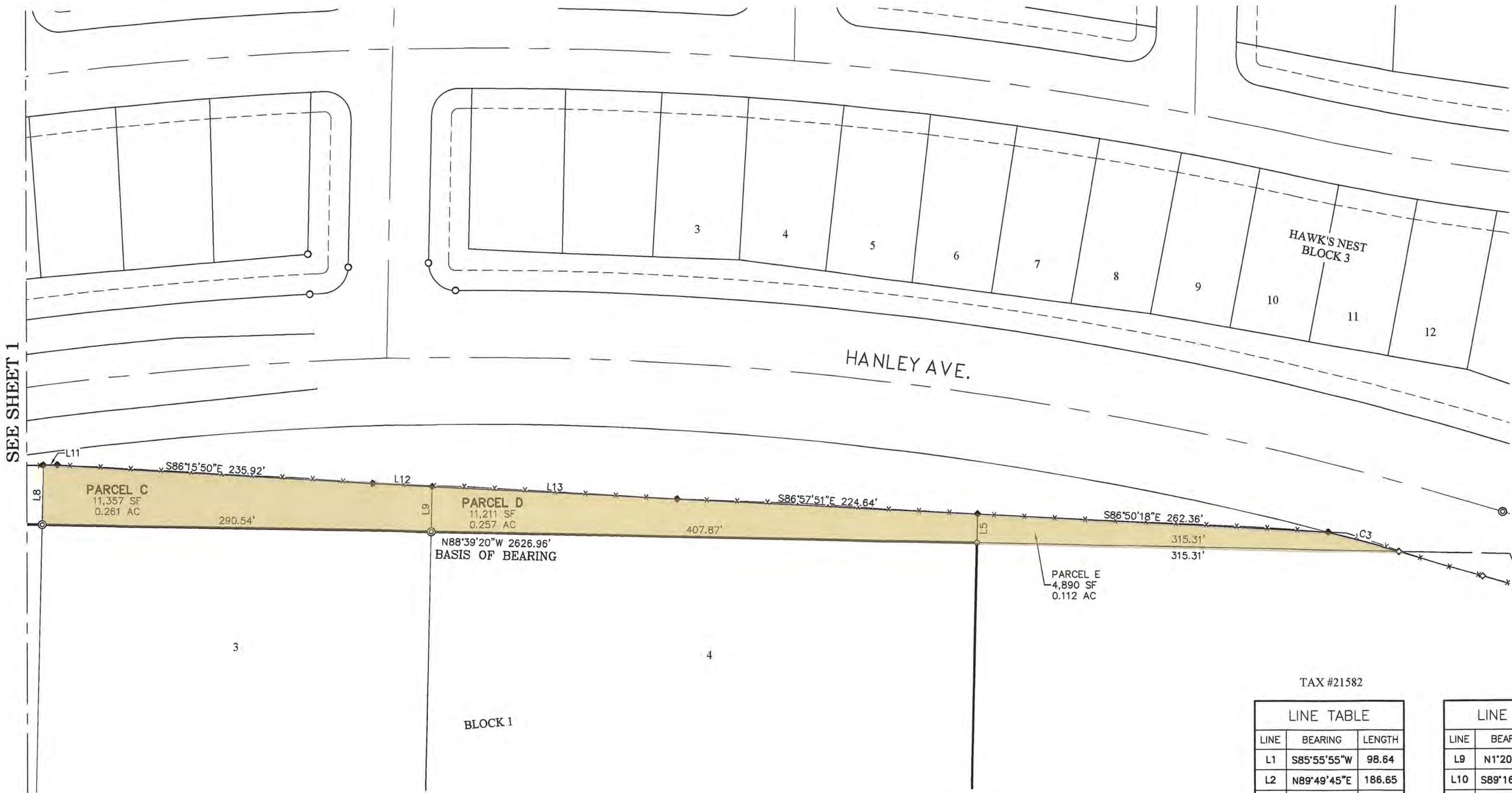
SEE SHEET 2

EXHIBIT 'B'

RECORD OF SURVEY
VACATION ORDINANCE #

ADDITIONAL RIGHT-OF-WAY FOR HANLEY AVENUE, TAX #21581, AND TAX #21582
A PORTION THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 51 N., RANGE 4 W., BOISE MERIDIAN, CITY OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO

BOOK PAGE
INST.#



TRACT
L

NE COR. SEC. 33
FOUND 2" ALUMINUM CAP
MARKED PLS 9367 PER
CP&F INSTR. #2137087000

28 27
33 34

LEGEND

- FOUND 5/8" REBAR AND CAP MARKED PLS 9367, OR AS NOTED
- SET 5/8" x 24" REBAR WITH YELLOW PLASTIC CAP, P.L.S. 9367
- ◇ FOUND 5/8" REBAR AND CAP MARKED PLS 11119, OR AS NOTED
- ◆ SET 1/2" x 24" REBAR WITH YELLOW PLASTIC CAP, P.L.S. 9367
- ⊙ FOUND 1/2" REBAR AND PLS 9367 CAP, OR AS NOTED
- CALCULATED POSITION, NOTHING FOUND OR SET
- ⊕ 1/16 SECTION CORNER AS NOTED
- ③ CENTER SECTION CORNER AS NOTED
- ⊕ E-W 1/4 SECTION CORNER AS NOTED
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- ⊕ SECTION CORNER AS NOTED
- CP&F CORNER PERPETUATION & FILING RECORD (WITH INSTRUMENT NO.)
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BASIS OF BEARING

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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.

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



TAX #21582

LINE TABLE		
LINE	BEARING	LENGTH
L1	S85°55'55"W	98.64
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RECORD OF SURVEY

NE 1/4 SECTION 33, TOWNSHIP 51 NORTH, RANGE 4 WEST,
B.M., CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

DATE SURVEYED: JULY 2016	DRAFTED BY: BAG	PLOT DATE: 7/16/2019	SHEET 2
FILE NAME: 16-148 ROS	CHECKED BY: CJJ	PROJECT No.: 16-148	2

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