

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

AGENDA

VISION STATEMENT

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

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

6:00 P.M.

DECEMBER 6, 2016

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Pastor Will Hoffman, Hayden Community 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. PRESENTATION:

1. Introduction of City Engineer – Chris Bosley
Presented by Deputy City Administrator
2. International Association of Arson Investigators, Idaho Chapter Awards
Presented by Fire Inspector Etherton

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

1. Approval of Council Minutes for the November 15, 2016 and November 29, 2016 Council Meetings.
2. Approval of Bills as Submitted.
3. Approval of Minutes for the General Services Committee Meeting held November 21, 2016.

4. Setting of General Services and Public Works Committees meetings for December 12, 2016 at 12:00 noon and 4:00 p.m. respectively.
5. Setting of a Public Hearing for an Appeal of the Design Review Commission approval of the design for a proposed 43-unit apartment building in the Infill Overlay-East District by Rita Sims-Snyder on behalf of the East Mullan Historic Neighborhood Association to be held December 20, 2016.
6. Setting of a Public Hearing for an Appeal of Zone Change request ZC-3-16, R-12 to Neighborhood Commercial, by Brenny Ross, to be held January 3, 2016.
7. **Resolution No. 16-064**
 - a. Declaration of four Surplus Vehicles within the Police Department.
 - b. Award of bid and approval of agreement with Specialty Pump Service for the Linden Well Pump Rehabilitation Project.

Recommended by General Services

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

H. ANNOUNCEMENTS

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

I. GENERAL SERVICES

1. **Council Bill No. 16-1025** – Electric Franchise Agreement with Avista Corporation.

Staff Report by Michael Gridley, City Attorney

2. **Council Bill No. 16-1026** – Natural Gas Franchise Agreement with Avista Corporation.

Staff Report by Michael Gridley, City Attorney

J. OTHER BUSINESS

1. **A-3-16 - Lake City Engineering; 2650 & 2750 W. Prairie Avenue for annexation and zoning from County AG to City R-8 - Prairie Trails**
 - a. **Resolution No. 16-065** – Annexation Agreement with Miller Development Group, LLC. for 2650 & 2750 W. Prairie Avenue
 - b. **Council Bill No. 16-1027** – Annexation and Zoning Designation Ordinance of 2650 & 2750 W. Prairie Avenue for annexation

Pursuant to Council Action dated September 6, 2016

K. ADJOURNMENT:

This meeting is aired live on CDA TV Cable Channel 19



Coeur d'Alene

CITY COUNCIL MEETING

December 6, 2016

MEMBERS OF THE CITY COUNCIL:

Steve Widmyer, Mayor

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

CONSENT CALENDAR

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

November 15, 2016

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 November 15, 2016 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

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

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

INVOCATION: Pastor Dave Hoit with Prairie Avenue Christian Center provided the invocation.

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

INTRODUCTION OF NEW FIREFIGHTERS: Fire Deputy Chief Tom Greif thanked the Mayor, Council, and community for recognizing the need for the fourth Fire Station in our community. There were over 300 applicants for these nine positions. Captain Bill Deruyter introduced the following nine new firefighters: Travis Georgius, Brian Judge, Jack Craven, Brady Foil, Cody Moore, Christopher Pickett, Ryan Whitelaw, Justin Torfin, and Thomas Eckert. Mayor Widmyer noted that the community and Council are happy to welcome the new firefighters.

FORT GROUND NEIGHBORHOOD COMPATIBILITY OVERLAY DISTRICT AND SURVEY UPDATE:

Community Planning Director Hilary Anderson noted that the Planning Commission heard this presentation and felt the next step should be a presentation to the City Council to hear it next. Kevin Jester, Fort Ground Homeowner Association member, noted that this project evolved from a 1992 survey and they will be asking for a future neighborhood compatibility ordinance and zoning code changes to protect the neighborhood character based on their findings. They believe that old neighborhoods add to the character of the community and should be protected. On June 18, 2015 a subcommittee of the Fort Ground Homeowner's Association submitted an executive summary to the Planning Department. In the process of drafting the summary, the committee engaged the services of Stephen R. Miller, Director of Economic Development Clinic,

University of Idaho, College of Law in Boise, Idaho. The committee has reviewed the overall character/style of homes in order to determine an outline for compatibility for future development. One concern had been that the creation of an ordinance for a small neighborhood would create concerns for other neighborhoods. The City's Legal Department did not share that concern. The draft ordinance was presented at a Fort Ground Neighborhood meeting recently and made available on the city's website.

Patty Jester provided a history of the Fort Ground neighborhood and noted that it was platted in 1905, which was the beginning of the neighborhood. She presented a depiction of the neighborhood area that was included in the survey and clarified that they reviewed house architectural description square footage, lot size, remodels, and floor area ratios. She noted the fast pace of home demolition and remodels since the 1992 study. The survey includes a review of the height of homes, and noted that the vertical scale has tripled since 1992. She noted that 70% of the homes remain between 1 to 1.5 stories. New structures are being built upon berms that increase the building height that restricts neighboring homes' access to sunlight. Greenspace and other permeable land are limited in the newer developments. She noted that 56 homes out of the 80 remain in character of the original study; however, the pace of new homes has accelerated over the past 12 years. Forest Drive and Lakeshore Drive have experienced the most demolition. Setback allowances currently allow development closer to sidewalks and with additional height allowances, new development does not fit the previous character. If current trends continue, the neighborhood would be changed with fewer trees. Mr. Jester noted that the amendment to the zoning code could include a clear definition of the Fort Ground neighborhood, provide an overlay district with special rules, and limit total gross floor area, maximum height baseline, and previous setback requirements. He noted that an overlay district would benefit the community and the neighborhood.

DISCUSSION: Councilmember Miller asked if there was a summary of the construction dates of homes included in the original 1992 survey. Mrs. Jester confirmed that there was and clarified it included a description of property and they have looked at the changes since the 1992 data. Councilmember Gookin noted that he did not participate in the survey as he lives in the neighborhood. He asked Ms. Anderson to explain a couple potential problem areas within the code that cause some loophole problems within the neighborhood, such as setbacks and berming up the lots. Ms. Anderson clarified that open porches are allowed to encroach into the setback space and that the height is measured from finished grade. Councilmember Gookin would like the height to be measured from the curb height. Ms. Anderson stated that the code could be amended and should be looked at citywide for any effect of those changes. Councilmember Edinger asked if the proposed ordinance has been seen throughout the entire neighborhood. Mr. Jester clarified that he is just requesting the consideration of an ordinance tonight but envisions a series of workshops in the future for everyone to participate in the discussion. Mayor Widmyer asked how many neighbors were involved in the drafting of this request. Mr. Jester clarified it was a small group that gathered the data and this is a good starting point. Councilmember English noted that this is an issue that matters throughout the community and appreciates the historical nature of several neighborhoods. He noted that there needs to be a balance between regulations and private property rights, so he believes they should look at the entire city rather than one neighborhood. Mayor Widmyer asked how many homes were in the district. Mrs. Jester noted that there are 119 homes and explained that some are duplicate owners

and some owners live out of the area. Councilmember McEvers asked for more information regarding open space within neighborhoods. Ms. Anderson explained that there is no open space requirement for a traditional neighborhood but there is for a PUD or pocket housing. She explained that the City used to have an impervious surface requirement that provided some green space, but it has been repealed. She noted that there are requirements for side setback and structures are allowed within the backyard due to no impervious surface requirements. Councilmember Miller thinks these concerns are a citywide issue, and if the Fort Grounds is looking to be a pilot program, then it is important for the community to be involved in the discussion. Councilmember Evans thanked the Jesters and community members for conducting the research and the time spent toward the project. Councilmember Edinger noted that the Fort Grounds neighborhood is a historical area and believes it should remain a historical area. Mayor Widmyer felt that the next step should be to bring the 119 homeowners into the discussion and somehow look at the other neighborhoods in the community. He thanked the Jesters for their work. Mr. Jester noted that there were eight people included in the committee and they should also be given recognition for their time and effort on the project.

2016-2017 SNOW PLAN: Street and Engineering Services Director Tim Martin said that citywide leaf removal started on Monday and they are about 30% complete. Most of the leaves are being taken to the compost facility temporarily, and then will be moved to the Coeur d'Alene Airport to be tilled into the soil. The 2016/2017 Snow Plan includes actions to provide a goal of 30 hours for citywide snow removal for snow events that have 4" of snow or more (or 2" with more snow expected). He noted that there are priority routes including access to hospitals, hills, and main arterials. He encouraged residents to keep cars off the streets. Additionally, he reminded residents that they are responsible to clear the sidewalks abutting their property and he encouraged them to help neighbors who are in need. Mr. Martin will make efforts to communicate to the public such as through social media and the city webpage. Mr. Martin noted that this year's Name the Storm contest winner was student Charles Shimmer from Canfield Middle School with the theme of "Ice Cream flavors." The first storm will be named Arctic Almond Avalanche. Mayor Widmyer thanked the Street Department crew for the leaf pick up program.

MOTION: Motion by McEvers, seconded by Edinger to approve the 2016-2017 Snow Plan.
Motion Carried.

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

1. Approval of Council Minutes for the October 28, 2016 and November 1, 2016 Council Meeting.
2. Approval of Bills as Submitted.
3. Approval of Minutes for the General Services Committee Meeting held November 7, 2016.
4. Setting of General Services and Public Works Committees meetings for November 21, 2016 at 12:00 noon and 4:00 p.m. respectively.
5. Setting of a Public Hearing on December 20, 2016 for A-5-16: A proposed 2.78 ac. annexation from Michael Kobold with zoning from County Agricultural to City R-3 (Residential at 3 units/acre); located at 1820 W. Prairie

6. **Resolution No. 16-062** - A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A SIX (6) MONTH LEASE RENEWAL WITH COMMERCIAL PROPERTY MANAGEMENT, LLC, FOR OFFICE SPACE AT 816 SHERMAN FOR THE LEGAL DEPARTMENT.

DISCUSSION: Councilmember Miller noted that there have been a number of items presented to Council subcommittees that are moved to the agenda for full Council discussion. She would like to request staff bring information on a future Council agenda regarding what is allowable and deemed routine on the consent calendar. Councilmember Gookin agreed that there have been items that go to the consent calendar that he does not believe are routine. He noted that Boise has a policy. City Attorney Mike Gridley stated that it is not a legal question, rather a Council determination. The subcommittees can decide if it should go to full Council or not. Councilmember English felt that it would be worthwhile to have the discussion but he is comfortable with how the process currently works as a Councilmember can pull the item out separately for discussion at the meeting. Councilmember Edinger stated that he likes the current process. Councilmember McEvers noted that the subcommittees are intended to vet items prior to Council meetings. He would like to see how others cities use the subcommittee system. Councilmember Evans suggested the City look to AIC for best practices. Councilmember Gookin believes that the subcommittees are a wash and that it would be more transparent to have all the items presented at a Council meeting. Mayor Widmyer asked staff to put something together for discussion at a future Council meeting.

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

PUBLIC COMMENTS:

Records Request: Kathleen Sims, Coeur d'Alene, explained that she submitted a couple of public records requests on August 16. She received no records regarding this request, but was provided some Council Meeting Minutes. She recently visited with Brian Kane in the Idaho Attorney General's Office. The Idaho Code requires monthly financial reports under oath, and she does not believe the code is unclear and should not be ignored by the City. The responsibility for following the law is the responsibility of the Mayor and Council. She stated that Boise, Rexburg, and Sun Valley comply with the law. Mayor Widmyer noted that the City takes its responsibility serious and is working with the legal team to ensure compliance.

Mobile Vendor Code: Heather Reverie, Coeur d'Alene, pointed out a number of items regarding the proposed food truck ordinance and expressed concern regarding the fees. She asked for clarity regarding the first year and how much would be charged for each new location. She has two trucks and a tent she uses and wondered if she would be charged the same price for each vehicle or at each new location. She expressed concern regarding one-time events on private property. The ordinance only covers the City of Coeur d'Alene, but other towns are watching and will mimic what Coeur d'Alene does.

Fort Ground Neighborhood:

Bob Dryer, Coeur d'Alene, noted that he lives in the Fort Grounds and thanked the Mayor and Council for requesting the entire neighborhood be notified regarding the possible changes. He agrees that a review of the code for the community is a good approach and that the Fort Ground should not be a guinea pig for the City and they should look at what is consistent throughout the City.

Bridget Hill, Coeur d'Alene, noted that she has lived in the Fort Grounds for 30 years, and there has been a lot of change recently that she does not agree with. She supports the preservation of the nature of the houses and neighborhood character within the Fort Grounds. Some the main issues are height, width, and maximization of the lots with front porches being allowed almost to the sidewalks.

John Pulsipher, Coeur d'Alene, said he lives in Fort Grounds and is a newcomer to the area and has a porch that extends into the setback. He loves the neighborhood and specifically sought out a home in the neighborhood. The older house had asbestos, lead paint, and a previous electrical fire, so he decided to demo and re-build. They built a house that included their wish list items. He was surprised there were historical restrictions. He does not believe that the City can make everyone happy when creating a law. He is concerned about future growth and the ability to build to match neighboring properties. He believes the city should look at citywide regulations and that another neighborhood with less expensive land might be a higher priority as they are more quickly developed. He noted that the proposed codes are based on Austin, Texas, which has been a failure as it created a backlog in permit approval, as it is so complex. He believes this code is equal to a deed restriction. Councilmember English stated he appreciated the comments and believes the Council owns the code and that if the code is creating unintended consequences, it should be changed.

Terry Gabbout, Coeur d'Alene, said that the problem that is being experienced in the Fort Grounds is not unique. His son lives in Seattle and they are experiencing the same thing, as there is a current draw to live closer to downtown. Austin, Texas is utilized as they were the first to create a code and they have had three iterations of the code. Every community they talked to referred them back to Austin, Texas.

COUNCIL ANNOUNCEMENTS:

Councilmember Evans noted that November is Native American Heritage month. The Kroc Center, Human Rights Education Institute, and the Coeur d'Alene Tribe are sponsoring events around the community. Saturday, November 19, 2016 from 1:00 to 3:00 there will be open houses at the HREI building. The Pedestrian & Bicycle Advisory Committee has been busy with reviewing crash and safety data over the last 7 years and has identified potential counter measures, has met with Coeur d'Alene Police Chief White and Sgt. Turrell, written and filmed several education public service announcements, began safe routes to schools programs with the School District, instituted pedestrian flag crossings, discussed additions of bike lane wrong way signs, and designed and distributed an educational pamphlet handed out during "bike-to-school week." They also assisted the city with a grant for the rapid response beacons at pedestrian crossings.

Councilmember Miller said that she recently attended the North Idaho Building Contractors Association joint government meeting. She appreciated the representation that the Mayor and Deputy City Administrator give the City.

Councilmember Gookin announced that there are two trees along Fort Ground Drive that are dead and will be removed this week. Deputy City Administrator Sam Taylor noted that he placed a photo on the City's Facebook and web page that demonstrate that they are truly dead trees. He noted that the stumps would be retained for future artwork.

Mayor Widmyer requested confirmation of the appointment of Patrick Murray and James Chapkis to the Parking Commission.

MOTION: Motion by McEvers seconded by Edinger to approve the appointment of Patrick Murray and James Chapkis to the Parking Commission. **Motion Carried.**

RESOLUTION NO. 16-063

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH KOOTENAI COUNTY EMERGENCY MEDICAL SERVICES TEAM (KCEMSS) FOR USE AND EXPENSES OF A MASS CASUALTY RESPONSE VEHICLE.

STAFF REPORT: Fire Chief Gabriel asked for Council approval to enter into a Memorandum of Understanding (MOU) with KCEMSS for the use of a mass casualty response vehicle. Chief Gabriel noted in his staff report that several years ago the Fire Department placed into service a 1999 mass casualty truck vehicle that was capable of carrying enough equipment to mitigate a large-scale medical or terrorist incident. The Fire Department saw a need for this type of specialized piece of equipment due to a number of circumstances to include the many special events our City hosts, being on the I-90 and Highway 95 corridor, and our inclement weather. The majority of the equipment on the apparatus was acquired by grants through Panhandle Health and the Bureau of Homeland Security. When the Fire Department began looking at the general obligation bond, one of the items under the capital improvement plan was this 1999 mass casualty truck. About a year and a half ago, he and Mr. Tymesen met with folks from KCEMSS and they asked the City not to purchase a new truck because they had the funds to do so. Chief Gabriel noted that the truck should arrive in the next couple of weeks. The Fire Department will get the truck for no initial cost. KCEMSS will own the vehicle and will be responsible for any major repairs and insurance. The Fire Department will be responsible for fuel and routine maintenance. The cost to replace the vehicle was budgeted at \$250,000. This specialized piece of equipment gives the Fire Department the ability to have a minion scene hospital. They will have the capability to treat up to forty-five patients and quickly prepare them for transport to care facilities. With the majority of the equipment coming from grants and KCEMSS, it is an economical method to mitigate a mass casualty incident. This piece of equipment will be part of the Technical Rescue Deployment plan as well as be available to all their mutual aid departments.

MOTION: Motion by Edinger, seconded by Miller to approve **Resolution No. 16-063**, approving a Memorandum of Understanding with Kootenai County Emergency Medical Services System (KCEMSS) for a Mass Casualty Response Vehicle.

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

COUNCIL BILL NO. 16-1023

AN ORDINANCE ADDING CHAPTER 5.75 TO THE CITY CODE, ENTITLED “CONCESSIONS,” TO REGULATE THE OPERATION, LOCATION, AND PERMITTING OF MOBILE FOOD CARTS, MOBILE FOOD CONCESSIONS, MOBILE RETAIL CONCESSIONS, AND NON-MOBILE CONCESSIONS; PROVIDING FOR THE AMENDMENT OF THE FOLLOWING SECTIONS OF THE CITY CODE: 4.05.030(B), 4.15.060, 4.15.080, 4.15.090, 4.30.030, 4.30.050(D), 5.44.050, AND 17.07.615(A); PROVIDING FOR THE REPEAL OF THE FOLLOWING SECTIONS OF THE CITY CODE: 4.30.010, 4.30.020, 4.30.040, AND CHAPTER 5.18; PROVIDING THAT CHAPTER 4.30 BE RE-TITLED “COMMERCIAL ACTIVITY ON PUBLIC PROPERTY”; PROVIDING FOR THE REPEAL OF OTHER CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THE ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

STAFF REPORT: Municipal Services Director Renata McLeod explained that she is asking for Council approval of two Ordinances related to mobile vendors and food court, as well as amendments to related existing city codes. Ms. McLeod noted that on February 24, 2014 the General Services Committee directed staff to create regulations regarding mobile sales on private property. This recommendation was based on public safety concerns including fire, traffic, stormwater, and grey water disposal. Staff held a stakeholder meeting on October 1, 2014 and a draft of proposed regulations was provided to the stakeholders via email on August 7, 2015 with six responses received. She noted that staff provided the draft code to the stakeholder group and posted it to the city web site, seeking public input from July 6, 2016 to July 22, 2016. No comments were received. Ms. McLeod noted that she had received comments from two vendors since the General Services meeting and feels that staff was able to provide them feedback and answer their questions. She noted that fees need to be set via a public hearing, which will be set after the approval of the code. However, she felt it was important to provide an estimate of the fees based on staff hours needed to review the permits/licenses, as follows:

Mobile Vendor Permit:	\$230.00 first year or at new location
Mobile Vendor Annual Renewal at same site:	\$50.00
Food Court License:	\$100.00 first year
Food Court License Annual Renewal:	\$50.00

She clarified that the proposed codes are divided by private property and public property as well as vendor regulation and property owner regulations for food courts

DISCUSSION: Councilmember Gookin asked to clarify that a mobile food court ordinance is being presented for adoption and would apply for two or more vendors at a location but if a location has only one vendor, they would still have to meet the parking and setback requirements for fire and safety issues. Ms. McLeod confirmed that the code was written to still allow one vendor at a location without having to meet all the food court regulations but they would still have to meet the safety requirements for fire, parking, and setbacks under the vendor permit. Councilmember Gookin also inquired about a vendor doing an event versus being parked in a location. Ms. McLeod explained that any vendor participating in an event under a City-issued permit, such as the street fair, would not have to obtain a mobile permit. The vendor would also be exempt if they are catering a private event such as a wedding or birthday and are on site only during the event. Councilmember Gookin also added that the code is currently weak for vending around schools and the City needs to protect children. He also questioned why December 31 was set for renewals as he thought other licenses were due at the same time of year. Deputy City Clerk Kathy Lewis explained that license and permits are also staggered throughout the year. Councilmember Gookin also mentioned that the vendors must meet the sign code criteria and that the sign code might need to be amended. Ms. McLeod explained that the food courts have discussed a multi-tenant sign for their vendors and the vendors under the current code may obtain a sandwich board sign.

Councilmember McEvers commented that the food trailers should be built or equipped to safety standards, which should be the responsibility of the individual vendor rather than the Fire Department. He felt that if the Fire Department were to do only one inspection it could potentially reduce the proposed fee. Ms. McLeod replied that the suggested fee also included administrative time for site review by planning, wastewater, and the processing of the permit with a small amount delegated for code enforcement. Councilmember McEvers asked for clarity regarding the regulation that vendors must be located at least 1200 feet from a school. Ms. McLeod responded that the City has had complaints of vendors selling knives and dangerous items etc. close to schools. She also explained that the school can have a catered event and the caterer is not subject to this regulation. Attorney Adams also explained that this requirement was previously in another section of the code and was moved to this area, as it is applicable.

Councilmember Miller questioned temporary catering versus regular vending and perhaps there could be a fee based on time spent by the Fire Department accordingly rather than the \$230.00 fee. Fire Inspector Etherton responded that their intent is not to attend every catering event, nor from business to business on an ongoing schedule. The vendor is responsible to meet the standards. The vendor will receive the safety sheets, which include what the Fire Department is inspecting to assist in the inspection. The Fire Department does not have the time or the manpower to follow the trucks around to various locations. New vendors will take more time but renewals should be much quicker. They often have to make return inspections, as the vendor may not be in compliance on the first visit. Ms. McLeod responded that once the unit has been inspected, they could move to other approved locations. Councilmember Miller also asked about the property owner responsibility versus the individual vendor on the property. Ms. McLeod answered that if the property is a food court, then the owner of the property must meet all the food court regulations and ensure compliance. If it is a single vendor on a piece of property, the vendor is responsible for meeting the criteria. Councilmember Miller suggested that perhaps all inspections for all vendors could be done at one time instead of individually completed. She

stated that perhaps trying to simplify the code made it more complex and it needed to revert to different sections. She expressed that there was redundancy for each type of permit. Mr. Adams responded that the intent of the code is to make it easy for the vendor to find the applicable section and not have to go to another section of the code to find what is applicable, so there is repetitive language. Councilmember Miller also questioned if the vendor wants to be on City property and several people want the same location, that several individuals at the City make the decision to approve or disapprove the location. Ms. McLeod explained that any special concessions that may not fall into the mobile concession category are approved through a contract that would go before the Council for approval.

Councilmember Edinger asked how many food courts exist in Coeur d'Alene. Ms. McLeod responded that there is one on Best Avenue and another proposed on the west side of Government Way north of Les Schwab tires. Panhandle Health indicates approximately twenty-one current food vendors in Coeur d'Alene.

Councilmember Gookin asked how often the units would be inspected. Inspector Etherton explained that, generally, if the propane tanks were installed correctly, they would have no future problems if the unit stayed in one location. However, units that move about town frequently hit bumps and have vibrations, etc. that loosen connections that may require more inspections. Panhandle Health will continue to investigate and enforce all food handling issues under their regulations. The City has worked closely with Panhandle Health through the development of the proposed ordinance.

Councilmember English suggested that perhaps the City could determine how many parking spots are required at each business and not have to visit each site each time. He also suggested that the Fire Department could determine a benchmark for placement rather than inspect each time. Inspector Etherton replied that businesses often meet only minimum parking requirements and each type of business has a different parking requirement established per code.

Mr. Adams commented to the Council that the stakeholders have been included and one even had examined the code line-by-line and if the Council wants further code development, it will be important to tell staff where changes are needed and maybe conduct a line-by-line review.

City Administrator Hammond stated that Council directed staff to develop the code to meet the needs of the community and they have spent several years developing and refining this ordinance and working with the stakeholders. He encouraged the Council to decide whether they want the ordinance. Councilmember Gookin asked if the Council approves the code and stakeholders provide additional feedback and changes are needed, how that would come forward. Ms. McLeod explained that if the code were approved tonight it would require another ordinance be brought forward to amend the code. Councilmember Gookin noted that it may not be perfect, but it is new code and agreed that the Council should start with this code as a basis to start. Councilmember Evans reiterated that the stakeholders that consisted of mostly mobile vendors were a partner in the development of the code. Mr. Taylor noted that there have been newspaper articles and postings to the website and social media, so there were opportunities for the entire community to give input as well. Councilmember McEvers noted that he talked to the two property owners involved in a food court and they were good with the code proposed. He noted

that he thinks the code provides fairness for those that are currently operating and those that come new to the community.

MOTION: Motion by Gookin, seconded by McEvers, to pass the first reading of **Council Bill No. 16-1023**.

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

MOTION: Motion by McEvers, seconded by Evans, to suspend the rules and to adopt Council Bill 16-1023 by its having had one reading by title only.

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

COUNCIL BILL NO. 16-1024

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ADDING A NEW ARTICLE X TO CHAPTER 17.07, ESTABLISHING CRITERIA, STANDARDS, AND PROCEDURES APPLICABLE TO MOBILE FOOD COURTS; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; PROVIDING THE PUBLICATION OF A SUMMARY AND PROVIDING AN EFFECTIVE DATE.

MOTION: Motion by McEvers, seconded by Gookin, to pass the first reading of **Council Bill No. 16-1024**.

DISCUSSION: Councilmember English said that he appreciates the effort put into the code and he struggles with the need for the code without a large community push. He would ask staff to look at ways to reduce the proposed fee. Councilmember McEvers explained that there has been a lot of history on this matter and a lot of it came from the brick and mortar business paying into the system, while the mobile vendors do not and have parked in a location for over a year, while still not paying into the system.

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

MOTION: Motion by Gookin, seconded by McEvers, to suspend the rules and to adopt **Council Bill 16-1024** by its having had one reading by title only.

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

RECESS: **Motion** by Gookin, seconded by McEvers to recess to a Continued Meeting on Tuesday, November 29, 2016 at 12:00 (noon) in the Old City Hall Council Chambers, 710 Mullan Avenue. **Motion carried.**

The meeting recessed at 9:02 p.m.

ATTEST:

Steve Widmyer, Mayor

Renata McLeod, CMC, City Clerk

Draft

MINUTES OF A CONTINUED MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD IN THE OLD COUNCIL CHAMBERS, CITY HALL

November 29, 2016

The Mayor and Council of the City of Coeur d'Alene met in a continued session of said Council in the Old Council Chambers of Coeur d'Alene City Hall November 29, 2016, at 12:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

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

Staff Present: Jim Hammond, City Administrator; Renata McLeod, Municipal Services Director; Sam Taylor, Deputy City Administrator; Randy Adams, Deputy City Attorney; Kim Harrington, Assistant Project Manager; Troy Tymesen, Finance Director

Guests Present: Corey Trapp, Longwell & Trapp Architects

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

REJECTION OF ALL BIDS FOR THE CITY HALL REMODEL PROJECT:

Ms. McLeod said that the lowest bid received was for \$1,755,000, without any alternates, which would leave a contingency of \$250.00, and would not leave a sufficient balance for additional expenses such as special inspections and asbestos removal. Therefore, staff is recommending rejection of all bids.

MOTION by Edinger, seconded by English, to reject all bids opened on November 16, 2016 for the City Hall Remodel Project.

Motion carried.

AUTHORIZE A CONSTRUCTION MANAGER/GENERAL CONTRACTOR REQUEST FOR QUALIFICATIONS FOR THE CITY HALL REMODEL:

Renata McLeod, Municipal Services Director, presented a request for approval of the issuance of a request for qualifications for a Construction Manager/General Contractor for the City Hall Remodel project as allowed under Idaho Code 54-4511, which would allow the CM/GC to solicit bids from a minimum of three contractors and break the project into phases as needed. The benefit includes the CM/GC having the ability to renegotiate prices, and can provide insight to

contractors about the project and ease concerns about complications. Staff believes that a CM/GC can provide value engineering and the ability to seek competitive pricing that will be within the project budget.

Ms. McLeod explained that Idaho Code 54-4511 is a seldom-used code and, if approved, the procedure would be similar to a request for bids including advertisement and request for qualifications. The qualifications would be reviewed by a selection committee on a point system basis, and the committee would make a recommendation to the council. The selection of the CM/GC would not have to be based on a low bid, which would provide flexibility moving forward. Ms. McLeod mentioned that the City of Boise has used the CM/GC method a few times, and Kootenai County is using it for their jail facility. Kootenai Health has also taken advantage of the CM/GC process. The CM/GC would have some flexibility but the subcontractor bids would still require low bid acceptance.

Mayor Widmyer asked Mr. Trapp if he has seen the CM/GC method in action and if it works. Mr. Trapp said that it has been done in Washington for probably the last ten years and the majority of schools in Washington are built this way. You can base the selection of the CM/GC on qualifications. Mr. Trapp noted that depending on when the CM/GC is brought into the process, their fee could be a little higher than the low bid general contractor. Mr. Trapp said that he spoke to Terry Blessing with the Department of Public Works and Mr. Blessing said that the city can ask about fees that the CM/GC would charge during the selection process.

Councilmember English asked if the CM/GC approach was realistic since they might charge more. Mr. Trapp said that in regard to numbers, it is not the general contractor's numbers, but the subcontractor numbers that were the issue. He noted that they only received between one and three bids from a lot of the subcontractors and some of the bids were "fat." There were several instances where there were single bids that were higher than they should have been. They also didn't get a lot of contractor bids because everyone is really busy right now. Mr. Trapp said that he felt that some of the contractors didn't really take the time to "dive into" the information.

Councilmember McEvers asked how the CM/GC approach would make it so that the city can afford it. Mr. Trapp said that typically the end of January and February is the best time to bid in a normal market. The second best time to bid is September because people are looking for winter jobs. This year there is a lot of work out there and people haven't staffed back up and their companies are still "slim." He said that he thinks the city will definitely have to put it out to rebid to the subcontractor market and will have to do some value engineering on some things so that the numbers will change. There will have to be some changes made to the drawings which will cause the subcontractors to re-look at them. The CM/GC would put out bid packages with detailed scopes of work. The CM/GC can contact at least three subcontractors and will still have to take the low bid number, but they would have the opportunity to meet with the subs regarding the accuracy of the bids. The CM/GC process provides an opportunity to take a little more time to review the bid packages in detail. There is a lot of "leg room" up front in getting the subcontractors to understand what the scope is.

Councilman Gookin asked what work would get done. Mr. Trapp said that the majority of the work is inside, and that a lot of the fascia work is not going to be able to be done. There are also a few things inside such as the downstairs bathrooms, etc. that might not get done. Councilman Gookin inquired if there was any money that could be used to apply to the project to increase the prospect of doing more. Mr. Tymesen said that the city has a solid fund balance, but the council has not decided on the exact financing for this program. Mr. Tymesen said that he has proposed doing a lease for the improvements. He noted that this item is not in the financial plan this year. Right now, the city is running about 18% of the general fund in the fund balance.

Mayor Widmyer clarified that the goal is to hit the \$1.6 million dollar figure and still have a contingency and some alternates were the council will have an opportunity to add things back in and go beyond what they originally approved if they choose to do so.

Councilmember Gookin asked what is the philosophy on spreading this project out over a couple of years. Mr. Trapp said that he thinks that the majority of the inside work needs to happen, but you can phase in the outside work. On the inside, a big chunk of what they are doing is above the ceilings and a lot is infrastructure. The electrical component is \$400,000 by itself. Councilmember Gookin asked if the council would take a lot of heat for spending \$1.6 million without having a lot to show for it. Mr. Trapp said that there would be new flooring, fixtures and a new layout, but not a lot of difference outside.

Councilmember Miller asked who would make the determination as to who the CM/GC is. Mr. Hammond said that staff would review the qualifications and bring forward a recommendation to council and council would make the decision.

Councilmember Miller asked how much money has been spent on this project to date and if there has been any conversation about adding security updates and moving legal into the building and doing a much more scaled-down cosmetic approach. She wondered if they are going to end up throwing good money after bad on a poor building already and asked if there has been any discussion on scrapping the building. Ms. McLeod said that from the staff's perspective, their focus has been on the ADA and security improvements, and not a new City Hall. The ADA element is a big expense in that they are adding the elevator to the front of the building, the two bathrooms, and the security, and then moving legal over. She noted that it is a pretty basic project, but if they are going to spend any more time in this building, they need to do some of those infrastructure improvements.

Councilmember English said that, to him, the number one thing was the ADA improvements and asked how not doing the bathroom downstairs would affect that. Mr. Trapp said that they would still put in a separate ADA bathroom downstairs, but won't be redoing the staff bathroom.

Councilmember Evans asked about the three packages that were previously reviewed by the council. Mr. Trapp said that the packages are pretty much the same, but the difference is the numbers. Part of the CM/GC process is to sit down with staff and determine what the high priority items are. They will be relooking at basically everything.

Mr. Hammond said that the other value of the CM/GC is that the CM/GC can sit down with Mr. Trapp and go through the plans and talk about some value engineering where something might be designed differently to make it more cost effective. He confirmed that the internal project managers will still be needed, but feels that their role will change because the CM/GC is really the overseer.

Ms. McLeod said that the goal today is to make sure that council is comfortable with the GC/CM proposal and request council's authorization to move forward with a request for qualifications and proposals.

Councilmember English said that he doesn't think that looking at a whole new building is realistic right now, but it certainly makes sense to at least take another "whack at it" and see what is the best deal they can get.

Mayor Widmyer asked Ms. McLeod to talk about the time frame. Ms. McLeod said that if the council authorized a request for qualifications today, it could be advertised in the newspaper on December 8th and 22nd, with proposals due by January 9th and then the evaluation committee could rank the proposals shortly thereafter and bring back a recommendation to the city council at the January 17th meeting. From there, Ms. McLeod is not sure how long it would take the contract manager to seek bids. Mr. Trapp said that once the CM/GC is selected, it would probably take a month just to go through the drawings and make adjustments, and then put it out to bid.

Councilmember Edinger asked if there have been any public comments to city staff about this project. Mr. Taylor said that it was posted on the website and they received a few "thumbs up" on Facebook but no comments.

MOTION by English, seconded by Miller, to authorize a construction manager/general contractor request for proposals for the City Hall remodel.

Motion carried.

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

The meeting adjourned at 12:30 p.m.

ATTEST:

Steve Widmyer, Mayor

Amy Ferguson, Deputy City Clerk

November 21, 2016
GENERAL SERVICES COMMITTEE
MINUTES
12:00 p.m., Library Community Room

COMMITTEE MEMBERS

Council Member Ron Edinger, Chairperson
Council Member Kiki Miller
Council Member Amy Evans

STAFF

Juanita Knight, Senior Legal Assistant
Randy Adams, Deputy City Attorney
Terry Pickel, Superintendent
Troy Tymesen, Finance Director
Sam Taylor, Deputy City Administrator
Jim Hammond, City Administrator
Steve Moran, Fleet Manger – PD

Item 1. Declaration of Surplus Vehicles – Police Department.
(Consent Resolution No. 16-064)

Steve Moran is asking Council to authorize the PD to declare four (4) vehicles as surplus and sell them at auction. Mr. Moran said the vehicles have reached the end of their useful life, due to condition, and maintaining the vehicles are cost prohibitive. There is minimal cost to transport the vehicles to Post Falls for auction. The auctioneer receives a 20% commission for sales between \$500 and \$999, 15% commission for sales up to \$1,000 and 10% for sales over \$1,000. Any proceeds from the sale of the vehicles will be returned to the General Fund.

Council Member Miller said the Council just approved the purchase of 6 vehicles for the PD. She asked if these are the vehicles being replaced by those 6 new vehicles. Mr. Moran said the Impala and the GMC van are associated with the declaration of 4 replacement vehicles which were the code enforcement, investigations, and report taker vehicle. The Tahoe and the Ford Crown Vic are due to some other vehicle shuffling in assignments. Mr. Moran noted that a vehicle will go from patrol, to investigation, to SRO, etc. The six vehicles recently approved are to replace patrol vehicles.

Council Member Miller asked if there is a standard or policy that, as a fleet manger, you go through to determine when a vehicle has reached the end of their useful life? Mr. Moran said that generally the mileage is not the only factor. As a patrol vehicle it is more the use, i.e. the extremes of acceleration, braking, often set idling, etc., they are put to more extreme use than your everyday vehicle. After the 100,000 mile mark most vehicles will begin to have more costly repairs. At this point most patrol vehicles will be reassigned to lesser use capacity. After a vehicle has been reassigned 2 or 3 times and reaches 140,000+ miles that is when a vehicle starts to reach the end of its use life.

MOTION: by Miller, seconded by Evans, to recommend that Council adopt Resolution No. 16-064 authorizing the declaration of four (4) Police Department vehicles as surplus and authorize them to be sold at auction. Motion Carried.

Item 2. Electric & Natural Gas Franchise Agreements/Ordinances with Avista Corporation.
(Council Bills 16-1025 & 1026)

Randy Adams said the City is required to adopt ordinances to grant franchise agreements. Staff is requesting to adopt franchise agreements for gas and electric with Avista. These agreements would allow Avista to use the City's right of way for transmission facilities for gas and electric. Avista currently supplies gas and electric to

most of the city's residents and businesses. Avista and its predecessors in interest of have had franchise agreements for many years. The gas franchise goes back to 1953 and the electric goes to at least 1977. The terms of the proposed agreements are substantially the same as existing agreements including the 5% franchise fee for both gas and electric. The terms for the agreements are for 25 years and they can be extended.

Council Member Evans asked for clarification of the extensions available. Mr. Adams said the extensions under these agreements are that after the 25 years has expired then the agreements go on a year by year basis until the parties actually agree to another 25 year extension.

MOTION: by Evans, seconded by Miller, to recommend that Council adopt Council Bill No's 16-1025 and 16-1026 adopting Ordinances granting Electric and Natural Gas Franchise agreements with Avista Corporation. Motion Carried.

**Item 3. Award of bid for Linden Well Pump Rehabilitation Project.
(Consent Resolution No. 16-064)**

Terry Pickel is asking Council to authorize a bid award and contract to Specialty Pump Service as sole bidder for rehabilitation of the pump at the Linden Well. Mr. Pickel noted in his staff report that the Linden well was drilled in 1966 by Holman Drilling Inc. The Linden well was planned for rehab in 2015 however it was delayed a year due to an unanticipated vibration problem with the 4th Street Well, requiring immediate attention. The Water Department has budgeted \$80,000 through the operations and maintenance budget and no additional engineering services are required for this project. The sole base bid received is for the amount of \$52,254.00 from Specialty Pump Services. Options were included in the bid packet for potential replacement of the pump columns, stainless steel shafts, brass spider bearings and the 350 Hp electric motor in the event undue wear is detected. Exercising all options would bring the total bid to \$88,908.00, approximately 10% over budget. While staff anticipates there may be a need to replace at least some of the pump column based on previous history, it is not anticipated to have to replace everything. Therefore, staff is proposing approval for the base bid of \$52,254.00 plus the desired replacement of the 350 Hp motor for the sum of \$67,672.00 and a contract not to exceed the budget amount of \$80,000.00 should additional replacements be required. Once removal is approved to begin, staff anticipates that the project should be complete within 120 business days barring any unanticipated problems such as damaged or defective equipment or materials.

Council Member Edinger asked why there was only one bid. Mr. Pickel said they received only one bid last year as well. He's heard that RC Worst doesn't have a large pump crew any longer and so he's not sure if they are even doing them. He's not sure why there was not a bid from United or H2O Well Service but said they haven't the last couple of times. He said Specialty has been the low bidder the last few times so maybe the other companies just decided to no longer bid on these.

Council Member Evans asked what the vibration rating of this wall. Mr. Pickel said it was five.

MOTION: by Evans, seconded by Miller, to recommend that Council adopt Resolution No. 16-064 awarding the bid for the Linden Well Pump Rehabilitation Project to Special Pump Service, Inc. as the sole successful bidder for the sum of \$67,672.00 and authoring a contract not to exceed the budget amount of \$80,000.00. Motion Carried.

The meeting adjourned at 12:15 p.m.
Respectfully submitted, [Juanita Knight](#), Recording Secretary

RESOLUTION NO. 16-064

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 DECLARATION OF FOUR (4) SURPLUS VEHICLES WITHIN THE POLICE DEPARTMENT AND AWARD OF BID AND APPROVAL OF A CONTRACT WITH SPECIALTY PUMP SERVICE FOR THE LINDEN WELL PUMP REHABILITATION PROJECT.

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

- A) Declaration of four (4) surplus vehicles within the Police Department;
- B) Award of bid and approval of a contract with Specialty Pump Service for the Linden Well Pump Rehabilitation Project;

AND;

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

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

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

DATED this 6th day of December, 2016.

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 GOOKIN Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

_____ was absent. Motion _____.



Coeur d'Alene Police Department

Protect and Serve with Excellence

3818 SCHREIBER WAY
COEUR D'ALENE, IDAHO 83815
(208) 769-2321
www.cdapolicy.org

GENERAL SERVICES COMMITTEE STAFF REPORT

DATE: November 9th, 2016
FROM: Steve Moran – Fleet Manager
SUBJECT: Declaration of Surplus Vehicles

Decision Point

Should the City Council authorize the declaration of four (4) City owned vehicles as surplus and sell the vehicles at auction?

History

These vehicles have reached the end of their useful life. Due to vehicle condition, maintaining the vehicles would be cost prohibitive. A complete list of the vehicles to be declared surplus is attached below.

Financial Impact

There is no financial impact to the City, other than minimal costs of transportation to Post Falls for auction. The auctioneer receives a 20% commission for sales between \$500 and \$999, 15% commission for sales up to \$1000 and 10% for sales over \$1000.

Any proceeds from the sale of these surplus vehicles will be returned to the General Fund.

Decision Point/Recommendation

Staff recommends the City Council authorize the declaration of four (4) vehicles assigned to the Police Department as surplus and sell the vehicles at auction.

Vehicle Surplus List

2002 Chevrolet Tahoe - 1GNEK13V12J232639	143,000 miles	P865
2007 Ford Crown Vic - 2FAFP71W87X146777	101,000 miles	P1175
2008 Chevrolet Impala - 2G1WS553181268469	133,000 miles	P1241
1993 GMC Van - 1GKEL19W6PB500998	82,000 miles	P1658

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: November 21, 2016
FROM: Terry Pickel, Water Superintendent
SUBJECT: Award of Bid for Linden Well Pump Rehabilitation Project

=====

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

HISTORY: The Linden well was drilled in 1966 to a depth of 270 feet by Holman Drilling Inc. with a tested production capacity of nearly 3100 gpm. The production well is 20" in diameter and cased or screened to the bottom. Screens were installed from 216 feet to 261 feet for water production producing a specific capacity of approximately 70 gallons per foot. The well was put into production the following year and has consistently produced a rate of approximately 2500 gpm. The Linden well was planned for rehab in 2015 however it was delayed a year due to an unanticipated vibration problem with the 4th St. Well requiring immediate attention.

FINANCIAL ANALYSIS: The Water Department has budgeted \$80,000 through the operations and maintenance budget and no additional engineering services are required for this project. The sole base bid received is for the amount of \$52,254.00 from Specialty Pump Services. Options were included in the bid packet for potential replacement of the pump columns, stainless steel shafts, brass spider bearings and the 350 Hp electric motor in the event undue wear is detected. Exercising all options would bring the total bid to \$88,908.00, approximately 10% over budget. While staff anticipates there may be a need to replace at least some of the pump column based on previous history, it is not anticipated to have to replace everything. Therefore, staff is proposing approval for the base bid of \$52,254.00 plus the desired replacement of the 350 Hp motor for the sum of \$67,672.00 and a contract not to exceed the budget amount of \$80,000.00 should additional replacements be required.

PERFORMANCE ANALYSIS: Staff proposes to have the pump assembly removed, cleaned and inspected, replace the pump bowls and any necessary parts. Options were included in the bid should any of the assembly components exhibit undue wear. An option was also included for replacement of the existing 350 Hp electric motor with a new premium efficiency motor. The stainless steel shafts shall be inspected and straightened as necessary to ensure factory tolerances. Once removal is approved to begin, staff anticipates that the project should be complete within 120 business days barring any unanticipated problems such as damaged or defective equipment or materials. Staff will check with Avista to see if any potential rebates are available for the motor upgrade.

REQUESTED ACTION: Staff requests that the Council approve award of the bid for the Linden Well Pump Rehabilitation Project to Specialty Pump Service, Inc. as the sole successful bidder for the sum of \$67,672.00 and a contract not to exceed the budget amount of \$80,000.00.

BID GUARANTY BOND

KNOW ALL PERSONS BY THESE PRESENTS:

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

WHEREAS, the Principal is herewith submitting its offer for the fulfillment of Obligee's contract for the City of Coeur d'Alene Linden Well Pump Rehab project.

NOW, THEREFORE, the condition of this obligation is such that if the Principal is awarded the contract, and if the Principal, within the time specified in the bid documents for such contract, enters into, executes, and delivers to the Obligee an agreement in the form provided herein complete with evidences of insurance, and if the Principal within the time specified in the bid gives to the Obligee the performance and payment bonds on the form provided herein, then this obligation shall be void; otherwise, the Principal and Surety will pay unto the Obligee (1) the full penal sum thereof to be applied against the expenses of preparation and printing of the plans and specifications, estimates of costs and publication of notice.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable under this obligation as Principal, and that nothing of any kind or nature whatsoever shall operate as a discharge or a release of liability of the Surety other than payment of its obligations hereunder.

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

SIGNED AND SEALED this 8th day of November, 2016.

(SEAL)

Specialty Pump Service Inc

PRINCIPAL


SIGNATURE OF PRINCIPAL

TITLE OF SIGNATORY

(SEAL)

Travelers Casualty & Surety Company of America

SURETY


SIGNATURE FOR SURETY

Shellie Duncan, Attorney-in-Fact

TITLE OF SIGNATORY



POWER OF ATTORNEY

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

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

Attorney-In Fact No. 230416

Certificate No. 006954410

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

Stacy Breithaupt, Derek Collett, Zac Wheat, Pat McNamara, and Shellie Duncan

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 25th day of August, 2016.

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

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



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 25th day of August, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



[Signature]
Marie C. Tetreault, Notary Public

BID PROPOSAL
LINDEN WELL PUMP REHABILITATION
for

City of Coeur d'Alene Water Department

From: Specialty Pump Services Inc.

To: The Honorable Mayor and Council

Date: Nov. 14th 2016

Location: City Hall, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the OWNER in the form included in the Bid Documents to perform the WORK as specified or indicated in said Bid Documents.

2. Bidder accepts all of the terms and conditions of the Bid Documents, including without limitation those in the Notice of Advertisement for Bids and Instructions to Bidders, dealing with the disposition of the Bid Security.

3. This Bid will remain open for the period stated in the Notice of Advertisement for Bids unless otherwise required by law. Bidder will enter into an Agreement within the time and in the manner required in the Notice of Advertisement for Bids and the Instructions to Bidders.

4. Bidder has examined copies of all the Bid Documents including addenda (if any, receipt of all of which is hereby acknowledged).

5. Bidder is familiar with the nature and extent of the Bid Documents, locality, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the conditions affecting cost, and progress and has made such independent investigations, as Bidder deems necessary.

6. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

To all the foregoing, and including all Bid Schedule(s) and information required of Bidder contained in this Bid Proposal said Bidder further agrees to complete the WORK required under the Bid Documents, and to accept in full payment therefore the Bid Price based on the Total Bid Price(s) named in the afore-mentioned Bidding Schedule(s).

The party by whom this proposal is submitted and by whom the contract will be entered into in case the award is made to him:

Bidder (state whether business is a Corporation, a partnership, or an Individual)

Specialty Pump Services Inc.

Bidder's Address:

4712 S Thor
Spokane, WA. 99223

State of Incorporation:

Washington State.

Bidder's Phone Number: 509-534-3382

Corporate Address:

4712 S Thor
Spokane, WA. 99223

Bidder's Fax Number: 509-443-1761

Dated: 11/14/2016

Signature:

James J. Succi III

(SEAL)

Name of Authorizing Official:

James J. Succi III

Title: President

Attested By:

Derek Succi

Title: foreman

BASE BID SCHEDULE

PAY ITEM NO.	ITEM DESCRIPTION	EST QNT	UNIT	UNIT PRICE	TOTAL PRICE
BASE BID - WATER DEPT. LINDEN WELL PUMP REHABILITATION					
1.	REMOVE / INSTALL MOTOR, PUMP & EQUIPMENT	1	LS	17950.00	\$17,950.00
2.	REMOVAL, CLEANING, INSPECTION AND INSTALLATION OF 22 SECTIONS OF 12" COLUMN PIPES.	22	LS	2475.00	\$2475.00
3.	REMOVAL, CLEANING, INSPECTION AND POSSIBLE STRAIGHTENING OF 10' x 1 15/16" AISI 416 STAINLESS STEEL SHAFT AND COUPLINGS	20	EA	1450.00	\$1450.00
4.	REMOVAL, CLEANING, INSPECTION AND POSSIBLE STRAIGHTENING OF 5' x 1 15/16" AISI 416 STAINLESS STEEL SHAFT AND COUPLINGS	2	EA	225.00	\$225.00
5.	REMOVAL, CLEANING AND INSPECTION OF SPIDERS AND INSTALLATION OF NEW BUSHINGS.	21	EA	1450.00	\$1450.00
6.	REMOVAL AND REPLACEMENT PUMP BOWL ASSEMBLY CAPABLE OF MINIMUM OF 2500 GPM AT 360' TDH	1	EA	12804.00	\$12,804.00
7.	REPLACEMENT OF EXISTING HEAD SHAFT WITH 5'X1 15/16 AISI 416 STAINLESS STEEL SHAFT	1		1675.00	\$1675.00
8.	INSPECTION AND REPLACEMENT OF BEARINGS FOR 350 HP GE MOTOR	1	LS	8800.00	\$8800.00
9.	VIDEO INSPECTION OF WELL CASING(S) AND WELL SCREEN(S) FOR STRUCTURAL INTEGRITY USING COLOR CAPABLE VIDEO EQUIPMENT.	1	LS	1500.00	\$1500.00

10.	REPLACEMENT OF 200' of 1" PVC TRANSDUCER TUBING	1	LS	875.00	\$875.00
11.	CHLORINATE WELL, PUMP EQUIPMENT AND LINES, AND PUMP TO WASTE. CITY TO ACQUIRE BAC-T SAMPLE	1	LS	1800.00	\$1800.00
12.	START UP SERVICES TO INCLUDE FINAL CONNECTIONS, TESTING AND DOCUMENTATION	1	LS	1250.00	\$1250.00

TOTAL BASE BID Fifty Two Thousand Two Hundred Fifty Four & $\frac{00}{100}$ Dollars (\$52,254.00)
(use words)

ALTERNATIVE BID SCHEDULE #1

A.1	REPLACEMENT OF 350Hp PREMIUM EFFICIENCY MOTOR IN LIEU OF #8	1	LS	24218.00	\$24,218.00
A.2	REPLACEMENT OF 20 - 10' COLUMN PIPES AND 2 - 5' COLUMN PIPES IN LIEU OF #2	22	EA	9292.00	\$9292.00
A.3	REPLACEMENT OF 20 - 10' X 1 15/16" AISI 416 STAINLESS STEEL PUMP SHAFT AND COUPLINGS AND 2 - 5' X 1 15/16" AISI 416 STAINLESS STEEL SHAFT IN LIEU OF #3	22	EA	10,972.00	\$10,972.00
A.4	REPLACEMENT OF SPIDER BEARINGS WITH RUBBER INSERTS SUITABLE FOR 1 15/16" AISI 416 STAINLESS STEEL SHAFTS IN LIEU OF #5	21	EA	6572.00	\$6572.00

TOTAL OPTIONAL BID Eighty Eight Thousand Nine Hundred Eight & $\frac{00}{100}$ Dollars (\$88,908.00)
(use words)

ADDENDA ACKNOWLEDGMENT

ADDENDUM NO.

SUBJECT

DATE

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
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_____	_____	_____
_____	_____	_____

11/24/16
(Date)


(Contractor's Signature)

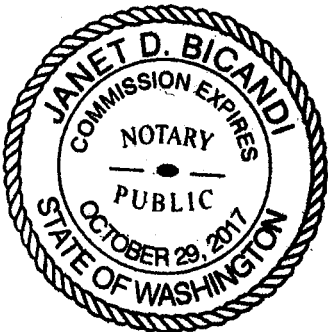
AFFIDAVIT OF PAYMENT OR SECUREMENT OF ALL TAXES

STATE OF IDAHO)
):ss
County of Kootenai)

James J Soccia, being first duly sworn, deposes and says that he is in conformance with Idaho Code 63-1502; affiant states that Specialty Pump Services Inc has paid or secured to the satisfaction of the respective taxing units all taxes for which he or his property is liable then due or delinquent, including assessments, excises, and license fees levied by the State of Idaho or any taxing unit within the State of Idaho.

Dated this 9 day of November, 20 16.

Subscribed and sworn to before me this 9 day of November, 20 16.



[Signature]
Notary Public for State of Idaho
Residing at: Spokane
My Commission expires: 10/29/17

AFFIDAVIT OF QUALIFICATIONS

The Bidder is required to fill out this form completely and submit it with the Bid Proposal. Use additional sheets if necessary.

STATE OF Washington)
COUNTY OF Spokane) ss.

COMES NOW, James J Soccia Specialty Pump Service, being duly sworn, states as follows:

FINANCIAL

1. Have you ever failed to complete a contract on account of insufficient resources?
NO

If yes, please explain:

2. Will any portion of the work be financed by a financial institution or other entity?
NO If so, by whom? NO

What amount will be financed? NO

3. Have you ever been denied a bond for a construction project? NO

If yes, please explain:

4. Have you made arrangements with a surety company authorized to do business in Idaho to provide the required bonds? yes

If yes, with what company?

Wheat & Associates. - Travelers

Do you understand that your bond must be approved by the City Attorney?

yes.

EXPERIENCE

1. List below the last four (4) public contracts for commercial buildings over \$100,000 you have performed. Please include the agency, a contact person, and a phone number. Indicate your latest project.

If you have not worked for a public agency in the area, list the last four (4) projects you have had.

DESCRIPTION OF PROJECT	AGENCY	CONTACT PERSON	TELEPHONE #
<u>4th St Well Rehab</u>	city of CDA.	Terry Pickel	208-769-2211
<u>Kinney Well Rehab.</u>	Liberty Lake water & Sewer	Mike West	509-768-4413
<u>Well 142 Rehab.</u>	city of Cheney	Dan	509-981-3358
<u>Landings Well</u>	City of CDA.	Terry Pickel	208-769-2211

2. List the name and qualifications of the project superintendent you propose to use on this project.

Name:

Jim Succi

How long with company?

16 1/2

How long as superintendent?

16 1/2

Previous employer:

Dickerson Pump & Irr.

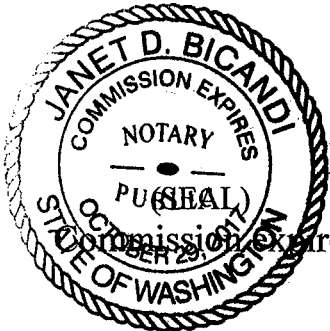
How long with previous employer?

13 years.

James J. Davis

SIGNATURE OF OFFICER

SUBSCRIBED AND SWORN to before me this 9 day of November, 2016.



Janet D. Bicandi
Notary Public for Idaho Washington
Residing at Spokane

NON-COLLUSION AFFIDAVIT

(THIS FORM TO BE EXECUTED BY EACH BIDDER AND SUBMITTED WITH BID)

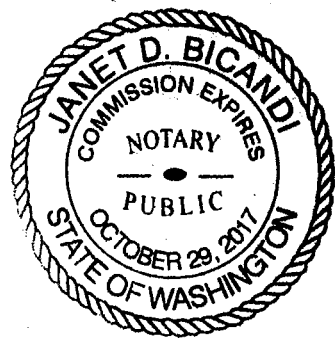
State of Washington)
County of Spokane) ss.

James J. Soccia, being first duly sworn, deposes and says that he/she is President (sole owner, a partner, president, secretary, etc.)

of Specialty Pump Services Inc., the party making the foregoing bid, that such Bid is not made in the interest of or on behalf of any undisclosed person, partnership, company association, organization, or corporation; that such Bid is genuine and not collusive or sham; that said Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, nor that anyone shall refrain from bidding; that said Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of said Bidder or of any other bidder, nor to fix any overhead, profit, or cost advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such Bid are true; and, further, that said Bidder has not, directly or indirectly, submitted its bid price or any breakdown thereof, nor the contents thereof, nor divulged information or data relative thereto, nor paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, nor to any member or agent thereof, nor to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his/her general business.

Signed: James J. Soccia
Title: President

Subscribed and sworn to before me this 9 day of November, 2016.



[Signature]
Notary Public in and for the State
of Washington
Residing at: Spokane
My Commission expires: 10-29-17

CONTRACT

THIS CONTRACT, made and entered into this 7th day of December, 2016, between the CITY OF COEUR D'ALENE, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as "CITY", and **SPECIALTY PUMP SERVICE, INC.**, a corporation duly organized and existing under and by virtue of the laws of the state of Washington, with its principal place of business at 4712 S Thor, Spokane, WA 99223, hereinafter referred to as the "CONTRACTOR."

WITNESSETH:

THAT, WHEREAS, the said CONTRACTOR has been awarded the contract for City of Coeur d'Alene Water Department **LINDEN WELL PUMP REHABILITATION** in Coeur d'Alene, according to plans and specifications on file in the office of the City Clerk of the CITY, which plans and specifications are entitled:

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 rehabilitate the Linden Well Pump as set forth in the said plans and specifications described above, in said city, furnishing all labor and materials therefore according to said plans and specifications and under the penalties expressed in the performance bond bearing even date herewith, and which bond with said plans and specifications are hereby declared and accepted as parts of this contract. All material shall be of the high standard required by the said plans and specifications and approved by the Water Superintendent, and all labor performed shall be of first-class workmanship.

The CONTRACTOR shall employ appropriate means to prevent accidents and defend the CITY from all claims for injury to person or property resulting from the CONTRACTOR's actions or omissions in performance of this contract, and to that end shall maintain insurance of the type and in the amount specified in the Contract Documents, it being the intention that the minimum limits shall be those provided for under Chapter 9, Title 6, Section 24 of the Idaho Code. Certificates of insurance providing at least thirty (30) days written notice to the City prior to cancellation of the policy shall be filed in the office of the City Clerk.

The CONTRACTOR agrees to maintain Worker's Compensation coverage on all employees, including employees of subcontractors, during the term of this contract as required by Idaho Code Sections 72-101 through 72-806. Should the CONTRACTOR fail to maintain such insurance during the entire term hereof, the CITY shall indemnify the CONTRACTOR 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 CITY shall pay to the CONTRACTOR for the work, services and materials herein provided to be done and furnished by it, the sum of \$67,672.00 and not to exceed \$80,000.00 for any additional necessary replacements, as hereinafter provided. Partial payment shall be made on the third Tuesday of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided that the contractor has obtained from the Idaho State Tax Commission and submitted to the City a release of liability for taxes (Form 10-248-79).

The CONTRACTOR shall complete all work and be ready for final acceptance within one hundred twenty (120) business days of the commencement date given in the Notice to Proceed issued by the CITY. The CONTRACTOR shall complete all work necessary to rehabilitate the Linden Well Pump within the above specified time frame. Shall any additional time be required due to extended equipment delivery schedules, the CONTRACTOR shall notify the City at its earliest convenience and negotiate a final completion date.

The CITY and the CONTRACTOR recognize that time is of the essence and failure of the CONTRACTOR to complete the work within the time allowed shall result in damages being sustained by the CITY. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the CONTRACTOR shall fail to complete the work within the above time limit, the CONTRACTOR shall pay to the CITY or have withheld from moneys due, liquidated damages at the rate of \$250.00 per calendar day, which sums shall not be construed as a penalty.

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

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

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

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

The term "CONTRACT DOCUMENTS" are defined in Section 2 of the Contract Documents, entitled, "Standard General Conditions of the Construction Contract.

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

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

CITY:

CONTRACTOR:

CITY OF COEUR D'ALENE

KOOTENAI COUNTY, IDAHO

By: _____
Steve Widmyer, Mayor

By: _____

ATTEST:

ATTEST:

Renata McLeod, City Clerk

ANNOUNCEMENTS

GENERAL SERVICES COMMITTEE

**GENERAL SERVICES MEETING
STAFF REPORT**

DATE: November 21, 2016
FROM: Mike Gridley, City Attorney
SUBJECT: Electric and Natural Gas Franchise Agreements / Ordinances

DECISION POINT:

Council is asked to adopt Ordinances granting Electric and Natural Gas Franchise agreements with Avista Corporation.

HISTORY:

Avista Corporation has had franchise agreements with the City for many years. The franchise agreements allow Avista to use the City's right-of-ways for their transmission facilities (line, poles, equipment, pipes) that supply electricity and natural gas to most of the citizens of Coeur d'Alene. The existing franchise agreements are expiring and these new agreements will replace them.

FINANCIAL ANALYSIS:

Avista pays the City 5% of the annual gross revenue collected by Avista from its customers for electricity and natural gas consumed within the City.

PERFORMANCE ANALYSIS:

These agreements are substantially the same as the existing agreements. We have negotiated the right for the City to hang its own fiber optic cable on Avista poles and have clarified the expenses that Avista will pay when utilities need to be relocated for City projects. The agreements are for twenty-five (25) years.

QUALITY OF LIFE ANALYSIS:

These agreements basically maintain the status quo for citizens and the City and grant Avista 25 year franchise agreements.

DECISION POINT/RECOMMENDATION:

Council should adopt the Ordinances granting Electric and Natural Gas Franchise agreements with Avista Corporation.

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ORDINANCE NO. _____
COUNCIL BILL NO. 16-1025

AN ORDINANCE GRANTING AVISTA CORPORATION, d/b/a AVISTA UTILITIES, A WASHINGTON CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE NONEXCLUSIVE RIGHT, PRIVILEGE, AUTHORITY AND FRANCHISE TO LOCATE, CONSTRUCT, INSTALL, OWN, OPERATE, MAINTAIN, REPAIR, AND REPLACE POLES, ELEVATED AND UNDERGROUND WIRES, CABLES AND APPURTENANCES FOR THE TRANSMISSION, CONTROL AND DISTRIBUTION OF ELECTRICITY WITHIN THE CITY.

Avista Corporation dba Avista Utilities ("Avista"), a Washington Corporation authorized to do business within the state of Idaho, has filed with the City of Coeur d'Alene, State of Idaho (the "City") a written application for a renewal of its Franchise to locate, construct, operate and maintain poles, wires, underground cables and appurtenances over, under, along and across all of City's rights of way and public property in the City for the purposes of the transmission, control and distribution of electricity within the City; and the City has determined it is in the interest of persons and businesses in this jurisdiction to have access to Avista's services;

THEREFORE, THE CITY OF COEUR D'ALENE DOES ORDAIN:

SECTION 1.0 DEFINITIONS

For the purposes of this Franchise the following terms, phrases, words and their derivations have the meaning given in this Section. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined will be given their common and ordinary meaning.

Avista: means Avista Corporation, dba Avista Utilities, a Washington corporation, and its respective successors, assigns, agents and contractors.

City: means the City of Coeur d'Alene, a municipal corporation of the State of Idaho, and its respective successors and assigns.

Commission: means the Idaho Public Utilities Commission or such successor regulatory agency having jurisdiction over investor-owned public utilities in the State of Idaho.

Days: means business days.

Effective Date: means the date of legal publication of this Ordinance, upon which the rights, duties and obligations of this Franchise will come into effect, and the date from which the time requirement for any notice, extension and/or renewal will be measured.

Facilities: means, collectively, any and all electric transmission, and distribution systems and appurtenances owned by Avista, now and in the future in the Franchise Area, including but not limited to poles, towers, overhead and underground wires and cables, conduits, services, vaults, transformers, meters, meter-reading devices, fences, vehicular protection devices, communication and control systems and other equipment, appliances, fixtures, attachments, appurtenances and other items necessary, convenient, or in any way appertaining to any and all of the foregoing for the purposes of transmission, distribution, and control of electricity, whether the same be located above or below ground.

Franchise: means the grant by the City of rights, privileges and authority embodied in this Ordinance.

Franchise Area: means the surface and space above and below all public property and rights-of-way owned or held by the City, including, without limitation, rights-of-way for:

- public roads, streets, avenues, alleys, bridges, tunnels, easements, and highways that may hereafter be laid out, platted, dedicated, acquired or improved;
- all City-owned utility easements dedicated for the placement and location of various utilities, provided such easements would permit Avista to fully exercise the rights granted under this Franchise within the area covered by the easement; and
- any other specifically designated City-owned property.

Maintenance, maintaining, or maintain: means, without limit, repairing, replacing, upgrading, examining, testing, self-inspecting, and removing Avista Facilities, vegetation management, digging and excavating, and restoration of affected Right-of-way surfaces.

Parties: means City and Avista collectively.

Party: means either City or Avista individually.

Person: means a business entity or natural person.

Right-of-way: means the surface of and the space along, above, and below any street, road, highway, freeway, bridge, tunnel, lane, sidewalk, alley, utility easement and/or Right-of-way now or hereafter held or administered by the City.

State: means the State of Idaho.

Tariff: means the rate schedules, rules, and regulations relating to utility service, filed with and approved by the Commission during the term of this Franchise in effect upon execution and throughout the term of this Franchise.

SECTION 2.0 GRANT OF FRANCHISE

2.1 Grant

City hereby grants to Avista the right, power, privilege and authority to enter upon all roads, rights of way, streets, alleys, highways, public places or structures, lying within the Franchise Area to locate, construct, operate and maintain its Facilities for the purpose of controlling, transmitting and distributing electricity, as may be necessary to provide electric service.

2.2 Effective Date

This Ordinance will be effective as of the date of approval, passage and publication as required by law.

2.3 Term

The rights, privileges and Franchise granted to Avista will extend for a term of twenty-five (25) years from the Effective Date, and shall continue year-to-year thereafter, until it is otherwise renewed for another twenty-five (25) year term, or terminated by either Party, with not less than 180 days prior written notice to the other Party.

2.4 Non-Exclusive Franchise

This Franchise is not an exclusive Franchise. This Franchise shall not prohibit the City from granting other franchises within the Franchise Area that do not interfere with Avista's rights under this Franchise. City may not, however, award an electric franchise to another party under more favorable or less onerous terms than those of this Franchise without this Franchise being amended to reflect such more favorable or less onerous terms.

2.5 Notice of City's Intent to Compete with Avista

In consideration of Avista's undertaking pursuant to this Franchise, the City agrees that in the event the City intends to engage in the business of providing Electric service during the life of this Franchise or any extension of this Franchise, in competition with Avista, the City will provide Avista with six (6) months' notice of such action.

2.6 Assignment of Franchise

Avista shall have the right to assign its rights, benefits and privileges under this Franchise. Any assignee shall, within thirty (30) days of the date of any assignment, file written notice of the assignment with the City together with its written acceptance of all terms and conditions of this Franchise. As permitted by law and Commission regulation, Avista shall have the right, without notice to or consent of the City, to mortgage or hypothecate its rights, benefits and privileges in and under this Franchise as security for indebtedness.

2.7 Franchise Taxes, Fees and Costs

Avista shall pay all permitting, license fees, costs and/or utility privilege taxes which it might be required to pay in connection with the issuance, maintenance, existence, continuation, or use of this Franchise, to the extent permitted by State law or City ordinance now in effect or enacted during the term of this Franchise. The City reserves the right to designate the time and manner of payment of such fees, costs or taxes owed by Avista in connection with this Franchise. To the extent that any Franchise fees, taxes or other costs are imposed on Avista, City shall impose equivalent charges, fees, taxes or costs upon any other franchisee in a comparable business or otherwise competing with Avista.

2.8 Franchise Fee

As compensation for the Franchise granted by this ordinance, Avista shall pay to the City an amount equal to five percent (5%) of the annual gross revenue collected by Avista from its customers for electricity consumed within the City in accordance with Chapter 3, Title 50, Idaho Code, to be paid quarterly. Gross revenue will be computed by deducting from the total electric billings of Avista the total net write-off of uncollectible accounts. If Grantee fails to pay the Franchise fee to the City within thirty (30) days of the end of each calendar quarter, Grantee shall pay a penalty in the amount of five percent (5%) of the amount due.

SECTION 3.0 AVISTA'S OPERATIONS AND MAINTENANCE

3.1 Compliance with Laws, Regulations, Codes and Standards

In carrying out any authorized activities under the privileges granted by this Franchise, Avista shall meet accepted industry standards and codes and shall comply with all applicable laws, regulations and ordinances of any governmental entity with jurisdiction over Avista's Facilities and operations in the Franchise Area. This includes all applicable, laws, regulations and ordinances existing as of the Effective Date or may be subsequently enacted by any governmental entity with jurisdiction over Avista's operations within the Franchise Area. The City shall have the right to make and enforce reasonable rules and regulations pertaining to the conduct of Avista's operations within the Franchise Area. Prior to the adoption by the City of any new rule, procedure or policy affecting Avista's operations under the Franchise, the City shall provide Avista a written draft document for comment with a response period of not less than thirty days. Service shall be supplied to the City and its inhabitants in accordance with Avista's rules and regulations and Tariffs currently or subsequently filed with and approved by the Commission.

3.2 Facility Location by Avista and Non-Interference

Avista shall have the discretion to determine the placement of its Facilities as may be necessary to provide safe and reliable electric service, subject to the following non-interference requirements. All construction, installation, repair or relocation of Avista's Facilities performed by Avista in the Franchise Area will be done in such a manner as not to interfere with the existing con-

struction and maintenance of other utilities including drains, drainage ditches and structures, irrigation ditches and structures located therein, nor with the grading or improvement of the Franchise Area.

3.3 Facility Location Information

Avista shall provide the City, upon the City's reasonable request, Facility location information in electronic or hard copy showing the location of its Facilities at specific locations within the Franchised Area, to the extent such information is reasonably available. Avista does not warrant the accuracy of any such Facility location information provided and, to the extent the location of Facilities are shown, such Facilities may be shown in their approximate location. With respect to any excavations within the Franchise Area undertaken by or on behalf of Avista or the City, nothing stated in this Franchise is intended (nor shall be construed) to relieve either party of their respective obligations arising under the State one-call law with respect to determining the location of existing underground utility facilities in the vicinity of such excavation, prior to commencing work.

3.4 Vegetation Management -- Trimming/Removal of Trees

State law requires electric utilities to comply with the National Electric Safety Code, including the guidance in the Code for the trimming or removal of vegetation interfering or potentially interfering with energized power lines. The right of Avista to maintain its Facilities and appurtenances under this Franchise shall accordingly include the right, as exercised in Avista's professional discretion, to utilize an integrated vegetation management program to minimize the likelihood that vegetation encroaching (either above or below the ground) on Avista's facilities can lead to power outages and other threats to public safety and welfare. Avista or its agents may, without recourse or payment of compensation, inhibit the growth of, prune, or remove any trees and vegetation which overhangs or encroaches upon its Facilities and/or electric transmission and distribution corridors within the Franchise Area, whether such trees or vegetation originate within or outside of the Right-of-way. Nothing contained in this Section shall prevent Avista, when necessary from pruning or removing any trees which overhang the Franchise Area and may interfere with Avista's Facilities.

3.5 Right of Excavation

For the purpose of implementing the privileges granted under this Franchise, and after any required notification is made to the City, Avista is authorized to make any necessary excavations in, under and across the streets, alleys, roads, rights of way and public grounds within the Franchise Area. Such excavation shall be carried out with reasonable dispatch and with as little interference with or inconvenience to the public as may be feasible. Avista shall remove all debris stemming from excavation and construction. The Right-of-way surface shall be restored by Avista to its original state of improvement after excavation, in accordance with applicable City and Avista specifications.

3.6 Emergency Work

In the event of an emergency requiring immediate action by Avista to protect the public health and safety or for the protection of its Facilities, or the property of the City or other persons in the Franchise Area, Avista may immediately proceed with excavation or other Right-of-way work, with concurrent notice to the City to the extent possible.

SECTION 4.0 RESERVATION OF CITY'S RIGHTS AND POWERS

4.1 Reservation of Right

The City, in granting this Franchise, does not waive any rights which it may now have or may subsequently acquire with respect to road rights-of-way or other property of City under this Franchise, and this Franchise shall not be construed to deprive the City of any such powers, rights or privileges which it now has or may hereafter acquire to regulate the use of and to control the City's roads, rights of way and other public property covered by this Franchise. Nothing in the terms of this Franchise shall be construed or deemed to prevent the City from exercising at any time any power of eminent domain granted to it under the laws of this State.

4.2 Necessary Construction/Maintenance by City

The construction, operation and maintenance of Avista's Facilities authorized by this Franchise shall not preclude the City, its agents or its contractors, from grading, excavating, or doing other necessary road work contiguous to Avista's Facilities; provided that Avista shall be given not less than ten (10) business days' notice of said work, except in events of emergency when there exists an unforeseen and substantial risk or threat to public health, safety, welfare, or waste of resources, in which case the City will make reasonable efforts to contact Avista prior to doing said work; and provided further that the City, its agents and contractors shall be liable for any damages, including any consequential damages to third parties, caused by said work to any Facilities belonging to Avista.

4.3 Expansion of Avista's Facilities.

Facilities in the City's Franchise Area that are incidental to the Franchise Area, or that have been, or are at any future time acquired, newly constructed, leased, or utilized in any manner by Avista shall be subject to all provisions of this Franchise.

4.4 Change of Boundaries of the City

Any subsequent additions or modifications of the boundaries of the City, whether by annexation, consolidation, or otherwise, shall be subject to the provisions of this Franchise as to all such areas. The City shall notify Avista of the scope of any change of boundaries when the change is approved and becomes effective or in accordance with applicable state laws, and shall affirm, authorize and ratify all prior installations authorized by permits or other action not previously covered by this Franchise.

4.5 Removal of Abandoned Facilities

During the Term of this Franchise, or upon a revocation or non-renewal of this Franchise, the City may direct Avista to remove designated abandoned Facilities from the Franchise Area at its own expense and as soon as practicable, but only where such abandoned Facilities constitute a demonstrated threat to public health and safety. Avista shall not be required to remove, or pay for the removal of facilities it has previously abandoned to another franchisee, or utility under a joint use agreement, or Person granted permission to access Avista's facilities.

4.6 Vacation of Properties by City

If, at any time, the City shall vacate any road, right of way or other public property which is subject to rights granted by this Franchise, such vacation shall be subject to the reservation of a perpetual easement to Avista for the purpose of constructing, reconstructing, operating, repairing, upgrading and maintaining Avista's Facilities on the affected property. The City shall, in its vacation procedure, reserve and grant said easement to Avista for Avista's Facilities and shall also expressly prohibit any use of the vacated properties which will interfere with Avista's full enjoyment and use of said easement.

4.7 Pole Attachments by City

City shall be permitted, upon reasonable notice to Avista to attach its traffic control, fire and police communications signal cables, and fiber-optic cables for the City's own use, to Avista's poles in the Franchise Area, provided that the City signs and meets all conditions of a Joint Use Master License Agreement ("Joint Use Agreement") with Avista. Per the Joint Use Agreement, Avista will not charge a pole rental fee for City's non-revenue producing pole attachments that are dedicated for the public's benefit. All pole attachments by the City are at the City's own risk and must be attached in strict accordance with standard safety practices, codes and Avista specifications.

If there is not sufficient space available on Avista's structures such structures may be changed, altered, or rearranged at the expense of the City so as to provide proper clearance and capacity for City facilities. Such City facilities shall be subject to removal or repositioning by Avista at the City's expense to the extent necessary for utility worker safety and the proper construction, maintenance, operation or repair of Avista's Facilities and appurtenances. City assumes all responsibility for the installation and maintenance of City's facilities installed on Avista's Facilities.

4.8 Subdivision Plats

Upon receipt of an application and prior to final City approval of any new subdivision, the City shall mail notification of such application and final approval to Grantee.

SECTION 5.0 RELOCATION OR CONVERSION OF AVISTA'S FACILITIES

5.1 Relocation of Facilities Requested by City

Upon request of the City, Avista shall, at its sole expense unless otherwise provided herein, relocate its Facilities as necessary within the Franchise Area or other City-owned property as specifically designated by the City for such purpose. For purposes of this provision, all reasonable efforts shall be made by the City, with input from Avista, to minimize the impacts of potential relocation. The City shall provide Avista reasonable notice of any intended or expected requirement or request to relocate Avista's Facilities. Said notice shall not be less than ninety (90) calendar days prior to any such relocation and, depending on the circumstances, may be greater than ninety (90) calendar days if necessary to allow Avista sufficient time for relocation. In cases of emergency, or where not otherwise reasonably foreseeable by the City, the notice requirements in this Section may be shortened by discussion and agreement between the Parties. The City shall use reasonable efforts to cause any such relocation to be consistent with any applicable long-term development plan(s) of the City. If, at any time, the City shall cause or require the alteration or the improvement of any road, right of way or other public property which is subject to rights granted by this Franchise within the Franchise Area, Avista shall, upon written notice from the City change the location or readjust the elevation of its system and other Facilities so that the same shall not interfere with such work and so that such equipment and Facilities shall conform to such new grades or routes as may be established.

In the event a relocation forces Avista off City's existing Public Right(s) of Way then the City shall accommodate such relocation by securing an acceptable, alternate location for utilities and removing any obstructions, including, without limitation, trees, vegetation, or other objects that may interfere with the installation, operation, repair, upgrade or maintenance of Avista's Facilities on the affected Property.

If the City requires the subsequent relocation of any of Avista's Facilities within three (3) years from the date of relocation of such Facilities or installation of new Facilities, regardless of the cause for either the initial or subsequent relocation, the City shall bear the entire cost of such subsequent relocation. Avista agrees to relocate all Facilities promptly within a reasonable time. Upon notice from the City, the parties agree to meet and determine a reasonable relocation time, which shall not exceed the time normally needed for construction projects of the nature of the City's relocation request unless otherwise mutually agreed.

Notwithstanding the above, Avista shall not be required to relocate facilities of other entities that were (i) granted access to Avista's Facilities through a Joint Use Agreement or (ii) abandoned to another franchisee. Such relocation of these types of facilities shall be in accordance with Section 5.2 below.

This Section shall not apply to Facilities in place pursuant to private easement held by Avista, regardless of whether such Facilities are also located within the Franchise Area. In the event the City requests relocation of Facilities that are in place pursuant to an existing easement, said

relocation shall be treated in the same manner as a relocation requested by third parties under Section 5.2, below, with the City bearing the expense of relocation.

5.2 Relocation of Facilities Requested by Third Parties

City acknowledges that Avista is obligated to provide electric service and related line extension, relocation or conversion of Facilities for the benefit of its Customers and to require compensation for such services on a non-preferential basis in accordance with applicable Tariffs.

If Facilities are to be relocated at the request of or for the primary benefit of a third party, the City shall not require Avista to relocate its Facilities until such time as a suitable location can be found and the third party has entered into an agreement to reimburse Avista for its reasonable costs of relocation.

5.3 Availability of Other Funds

In the event federal, state or other funds are available in whole or in part for utility relocating purposes, the City agrees to use reasonable efforts to apply for such funds, provided such funds do not interfere with the City's right to obtain the same or similar funds, or otherwise create any expense or detriment to the City. The City may recover all costs, including internal costs, associated with obtaining such funds.

5.4 Temporary Relocation of Facilities Requested by Third Parties

At the request of any Person holding a valid permit or other written permission from the City, and upon reasonable advance notice and payment by the permit holder of Avista's expenses of such temporary change, Avista will temporarily raise, lower or remove its Facilities as necessary to accommodate a permittee of the City desiring to move over-sized structures or equipment along or across the Right-of-Way in the Franchise Area.

5.5 Conversion of Electric Distribution Facilities

City, subject to applicable laws, rules, regulations and tariffs, may request that Avista convert from above ground to below ground wires, for the distribution of electricity underground after joint review with Avista and mutual agreement that such installation is feasible, practical and required for the public interest and safety. The incremental cost of such conversion of existing Facilities shall be borne and paid by the City or other party requesting the same, subject to law and such rules, regulations, and Tariffs of the Commission. It is expressly agreed by both Parties that this Section 5.5 does not apply to any conversion of transmission (69KV or above) infrastructure.

SECTION 6.0 INDEMNITY

6.1 Indemnification of City

Avista agrees to defend and indemnify the City, its appointed and elected officers and employees or agents, from any and all liabilities, claims, causes of action, losses, damages and ex-

penses, including costs and reasonable attorney's fees, that the City may sustain, incur, become liable for, or be required to pay, as a consequence of or arising from the negligent acts or omissions of Avista, its officers, employees or agents in connection with Avista's obligations under this Franchise; provided, however, that this indemnification provision shall not apply to the extent that said liabilities, claims, damages and losses were caused by or result from the negligence of the City, elected officers and employees or agents.

6.2 Indemnification of Avista

To the extent permitted by law, City agrees to defend and indemnify Avista, its officers and employees, from any and all liabilities, claims, causes of action, losses, damages and expenses, including costs and reasonable attorney's fees, that Avista may sustain, incur, become liable for, or be required to pay, as a consequence of or arising from the negligent acts or omissions of the City, its appointed and elected officers and employees or agents in connection with City's obligations under this Franchise; provided, however, that this indemnification provision shall not apply to the extent that said liabilities, claims, damages, losses and so forth were caused by or result from the negligence of Avista, its employees or agents.

SECTION 7.0 FRANCHISE DISPUTE RESOLUTION

7.1 Non-waiver

Failure of a Party to declare any breach or default of this Franchise immediately upon the occurrence thereof, or delay in taking any action in connection therewith, shall not waive such breach or default, but the Party shall have the right to declare any such breach or default at any time. Failure of a Party to declare one breach or default does not act as a waiver of the Party's right to declare another breach or default. In addition, the pursuit of any right or remedy by the City shall not prevent the City from thereafter declaring a revocation and forfeiture for breach of the conditions of the Franchise.

7.2 Dispute Resolution by the Parties

Disputes regarding the interpretation or execution of the terms of this Franchise that cannot be resolved by Department counterparts representing the Parties, shall be submitted to the City's Attorney and an attorney representing Avista for resolution. If a mutually satisfactory or timely resolution cannot then be reached by the above process, prior to resorting to a court of competent jurisdiction, the Parties shall submit the dispute to a non-binding alternate dispute resolution process agreed to by the Parties.

7.3 Right of Enforcement

No provision of this Franchise shall be deemed to bar the right of the City or Avista to seek judicial relief from a violation of any provision of the Franchise to recover monetary damages for such violations by the other party or to seek enforcement of the other Party's obligations under this Franchise by means of specific performance, injunctive relief or any other remedy at law or

in equity pursuant to Section 7.4. Any litigation between the City and Avista arising under or regarding this Franchise shall occur, if in the state courts, in a court of competent jurisdiction, and if in the federal courts, in the United States District Court for the District of Idaho.

7.4 Attorneys' Fees and Costs

Each Party shall pay for its own attorneys' fees and costs incurred in any dispute resolution process or legal action arising out of the existence of this Franchise.

SECTION 8.0 GENERAL PROVISIONS

8.1 Maintenance of Capacity

In consideration of the rights, privileges and powers herein granted to it, Avista, its successors and assigns, shall at all times keep and maintain a plant of sufficient size and capacity to supply the City of Coeur d'Alene and the inhabitants of the City of Coeur d'Alene, with such an amount of electricity as they may reasonably require, and shall, in the absence of accident or misfortune from some cause beyond its control, furnish a continuous twenty-four (24) hour service, and should the said plant or any part thereof become broken, injures or destroyed, the same shall be replaced as soon as it is reasonably practical.

8.2 Franchise as Contract, No Third Party Beneficiaries

This Franchise is a contract between the Parties and binds and benefits the Parties and their respective successors and assigns. This Franchise does not and is not intended to confer any rights or remedies upon any persons, entities or beneficiaries other than the Parties.

8.3 Force Majeure

In the event that Avista is delayed in or prevented from the performance of any of its obligations under the Franchise by circumstances beyond Avista's control (Force Majeure) including, without limitation, third party labor disputes, fire, explosion, flood, earthquake, power outage, acts of God, war or other hostilities and civil commotion, then Avista's performance shall be excused during the period of the Force majeure occurrence. Avista will use all commercially reasonable efforts to minimize the period of the disability due to the occurrence. Upon removal or termination of the occurrence Avista will promptly resume performance of the affected Franchise obligations in an orderly and expeditious manner.

8.4 Prior Franchises Superseded

As of the Effective Date this Franchise shall supersede all prior electric franchises for the Franchise Area previously granted to Avista or its predecessors by City, and shall affirm, authorize and ratify all prior installations authorized by permits or other action not previously covered by franchise. Termination of the prior Franchise shall not, however, relieve the Parties from any obligations which accrued under said Franchise prior to its termination, including but not limited to, any outstanding indemnity, reimbursement or administrative fee payment obligations.

8.5 Severability

The Franchise is granted pursuant to the laws of the State of Idaho relating to the granting of such rights and privileges by City. If any article, section, sentence, clause, or phrase of this Franchise is for any reason held illegal, invalid, or unconstitutional, such invalidity shall not affect the validity of the Franchise or any of the remaining portions. The invalidity of any portion of this Franchise shall not abate, reduce, or otherwise affect any obligation required of Avista.

8.6 Changes or Amendments

Changes or amendments to this Franchise shall not be effective until lawfully adopted by the City and agreed to by Avista.

8.7 Supremacy and Governing Law

This Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Idaho. In the event of any conflict between this Franchise and any City ordinance, regulation or permit, the provisions of this Franchise shall control. In the event of a conflict between the provisions of this Franchise and Avista's applicable Tariff on file with the Commission, the Tariff shall control.

8.8 Headings

The headings or titles in this Franchise are for the purpose of reference only and shall not in any way affect the interpretation or construction of this Franchise.

8.9 Acceptance of Franchise.

Avista shall, within thirty (30) days after passage of this Ordinance, file with the City Clerk, its acceptance of the terms and conditions of this Franchise.

8.10 Abandonment or Suspension of Franchise Rights and Obligations

Avista may at any time abandon the rights and authorities granted hereunder, provided that six (6) months' written notice of intention to abandon is given to City. In addition, pursuant to Section 8.6 and in the event a conflict exists between the terms of this Franchise and Avista's Tariff with the Commission that cannot be resolved, Avista may suspend or abandon the rights and obligations of this Franchise upon reasonable notice to the City.

8.11 Franchise Effective Date

The Effective Date of this Franchise shall be _____, 20__, after passage, approval and legal publication of this ordinance as provided by law, and provided that it has been duly accepted by Avista as specified above.

City's Language Attesting to Approval and Passage of the Ordinance

PASSED by the City Council on _____, 2016

ATTEST:

Renata McLeod, City Clerk, City of Coeur d'Alene

APPROVED by me on _____, 2016.

Steve Widmyer, Mayor, City of Coeur d'Alene

Date of Publication: _____, 2016

Letter of Acceptance by Avista

HONORABLE MAYOR AND CITY COUNCIL
CITY OF COEUR D'ALENE, COUNTY OF KOOTENAI, IDAHO

IN RE: City of Coeur d'Alene Ordinance No. _____

“Granting a Franchise to Avista Corporation for the Construction, Operation and Maintenance of Facilities For The Transmission, Control And Distribution Of Electricity Within The City.”

Avista Corporation dba Avista Utilities, for itself, its successors and assigns, hereby accepts the terms and conditions of the Franchise Agreement contained in the subject Ordinance and files this written acceptance with the City of Coeur d'Alene. This acceptance is executed on _____, 20____.

Avista Corporation dba Avista Utilities

By: _____
Dennis Vermillion
President, Avista Utilities

Copy Received for the City of _____

On: _____

By: _____

City Representative - Name

Electric Franchise Ordinance Summary for Publication

**NOTICE: CITY OF COEUR D'ALENE
PROPOSED FRANCHISE ORDINANCE NO. _____ SUMMARY**

Ordinance No. _____ will grant Avista Corporation dba Avista Utilities a non-exclusive public utility franchise to locate, construct, install, own, maintain, repair, reconstruct, operate and use facilities within the City's public right of way [the Franchise Area] for the purposes of the transmission, control and distribution of electricity within the City for a term of 25 years. Avista agrees to meet accepted industry standards and conform with applicable federal and state laws, as well as the regulations of the appropriate state regulatory body with jurisdiction, in the conduct of its operations under the Franchise. The City reserves the right to make reasonable rules and regulations pertaining to the conduct of Avista's operations within the Franchise Area. Avista must not interfere with any existing facilities of other utilities. Avista is authorized to make necessary excavations within the Franchise Area; excavations must be carried out with reasonable dispatch, and the area restored, with as little interference to the public as may be reasonable. Avista must relocate its facilities in the franchise area at the City's request. Avista may operate a vegetation management program in connection with franchised activities. Provisions are made for informal dispute resolution.

(Final Reading of Ordinance _____ is anticipated to be held before the _____ City Council on _____, 20____ at x:xx pm in the City Council Chambers).

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ORDINANCE NO. _____
COUNCIL BILL NO. 16-1026

AN ORDINANCE GRANTING AVISTA CORPORATION, d/b/a AVISTA UTILITIES, A WASHINGTON CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE NONEXCLUSIVE RIGHT, PRIVILEGE, AUTHORITY AND FRANCHISE TO LOCATE, CONSTRUCT, INSTALL, OWN, MAINTAIN, REPAIR, REPLACE, EXTEND, OPERATE AND USE FACILITIES IN, UPON, OVER, UNDER, ALONG, AND ACROSS THE FRANCHISE AREA FOR PURPOSES OF THE TRANSMISSION, DISTRIBUTION AND SALE OF GAS.

Avista Corporation dba Avista Utilities ("Avista"), a Washington Corporation, which is authorized to do business within the state of Idaho, has filed with the City of Coeur d'Alene, State of Idaho (the "City") a written application for a renewal of its Franchise to locate, construct, operate, maintain and use such plants, works, underground pipelines, equipment and appurtenances over, under, along and across all of City's rights of way and public property in the City for the purposes of the transmission, distribution and sale of Gas; and the City has determined it is in the interest of persons and businesses in this jurisdiction to have access to Avista's services;

THEREFORE, THE CITY OF COEUR D'ALENE DOES ORDAIN:

SECTION 1.0 DEFINITIONS

For the purposes of this Franchise the following terms, phrases, words and their derivations shall have the meaning given in this Section. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning.

Avista: means Avista Corporation, dba Avista Utilities, a Washington corporation, and its respective successors and assigns, agents and contractors.

City: means the City of Coeur d'Alene, a municipal corporation of the State of Idaho, and its respective successors, assigns, agents and contractors.

Commission: means the Idaho Public Utilities Commission or such successor regulatory agency having jurisdiction over investor-owned public utilities in the State of Idaho.

Days: means business days.

Effective Date: means the date of legal publication of this Ordinance, upon which the rights, duties and obligations of this Franchise shall come into effect, and the date from which the time requirement for any notice, extension and/or renewal shall be measured.

Facilities: means, collectively, any and all gas transmission, and distribution systems and appurtenances owned by Avista, now and in the future in the Franchise Area, including but not limited to, Gas plants, Gas pipes, pipelines, mains, laterals, conduits, services, regulators, valves, meters, meter-reading devices, fences, vehicular protection devices, communication and control systems and other equipment, appliances, fixtures, attachments, appurtenances and other items necessary, convenient, or in any way appertaining to any and all of the foregoing for the purposes of transmission, distribution, storage and sale of Gas.

Franchise: means the grant by the City of rights, privileges and authority embodied in this Ordinance.

Franchise Area: means the surface and space above and below all public property and rights-of-way owned or held by the City, including, without limitation, rights-of-way for:

- public roads, streets, avenues, alleys, bridges, tunnels, City-owned easements, and highways that may hereafter be laid out, platted, dedicated, acquired or improved; and
- all City-owned utility easements dedicated for the placement and location of various utilities, provided such easements would permit Avista to fully exercise the rights granted under this Franchise within the area covered by the easement.

Gas: means natural, manufactured, renewable and/or mixed gases.

Maintenance, maintaining, or maintain: means, without limit, repairing, replacing, upgrading, examining, testing, inspecting, and removing Avista Facilities, vegetation management, digging and excavating, and restoration of affected Right-of-way surfaces.

Parties: means City and Avista collectively.

Party: means either City or Avista individually.

Person: means a business entity or natural person.

Right-of-way: means the surface of and the space along, above, and below any street, road, highway, freeway, bridge, tunnel, lane, sidewalk, alley, City-owned utility easement and/or right-of-way now or hereafter held or administered by the City.

State: means the State of Idaho.

Tariff: means the rate schedules, rules, and regulations relating to utility service, filed with and approved by the Commission in effect upon execution and throughout the term of this Franchise.

SECTION 2.0 GRANT OF FRANCHISE

2.1 Grant

City hereby grants to Avista the right, power, privilege and authority to enter upon all roads, rights-of-way, streets, alleys, highways, public places or structures, lying within the Franchise Area to locate, construct, operate and maintain its Facilities for the purpose of controlling, transmitting and distributing Gas, as may be necessary to provide Gas service.

2.2 Effective Date

This Ordinance will be effective as of the date of approval, passage and publication as required by law.

2.3 Term

The rights, privileges and Franchise granted to Avista will extend for a term of twenty-five (25) years from the Effective Date, and shall continue year-to-year thereafter, until it is otherwise renewed for another twenty-five (25) year term, or terminated by either Party, with not less than 180 days prior written notice to the other Party.

2.4 Non-Exclusive Franchise

This Franchise is not an exclusive Franchise. This Franchise shall not prohibit the City from granting other franchises within the Franchise Area that do not interfere with Avista's rights under this Franchise. City may not, however, award a Gas Franchise to another party under more favorable or less onerous terms than those of this Franchise without this Franchise being amended to reflect such more favorable or less onerous terms.

2.5 Notice of City's Intent to Compete with Avista

In consideration of Avista's undertaking pursuant to this Franchise, the City agrees that in the event the City intends to engage in the business of providing Gas service during the life of this Franchise or any extension of this Franchise, in competition with Avista, the City will provide Avista with six (6) months' notice of such action.

2.6 Assignment of Franchise

Avista shall have the right to assign its rights, benefits and privileges under this Franchise. Any assignee shall, within thirty (30) days of the date of any assignment, file written notice of the assignment with the City together with its written acceptance of all terms and conditions of this Franchise. As permitted by federal and state law and Commission regulation, Avista shall have the right, without notice to or consent of the City, to mortgage or hypothecate its rights, benefits and privileges in and under this Franchise as security for indebtedness.

2.7 Franchise Taxes, Fees and Costs

Avista shall pay all permitting, license fees, costs and/or utility privilege taxes which it might be required to pay in connection with the issuance, maintenance, existence, continuation, or use of

this Franchise, to the extent permitted by state law or City ordinance now in effect or enacted during the term of this Franchise. The City reserves the right to designate the time and manner of payment of such fees, costs or taxes owed by Avista in connection with this Franchise. To the extent that any Franchise fees, taxes or other costs are imposed on Avista, City shall impose equivalent charges, fees, taxes or costs upon any other franchisee in a comparable business or otherwise competing with Avista.

2.8 Franchise Fee

As compensation for the Franchise granted by this ordinance, Avista shall pay to the City an amount equal to five percent (5%) of the annual gross revenue collected by Avista from its customers for natural gas consumed within the City in accordance with Chapter 3, Title 50, Idaho Code, to be paid quarterly. Gross revenue will be computed by deducting from the total natural gas billings of Avista the total net write-off of uncollectible accounts. If Grantee fails to pay the Franchise fee to the City within thirty (30) days of the end of each calendar quarter, Grantee shall pay a penalty in the amount of five percent (5%) of the amount due.

SECTION 3.0 AVISTA'S OPERATIONS AND MAINTENANCE

3.1 Compliance with Laws, Regulations, Codes and Standards

In carrying out any authorized activities under the privileges granted by this Franchise, Avista shall meet accepted industry standards and codes and shall comply with all applicable laws, regulations and ordinances of any governmental entity with jurisdiction over Avista's Facilities in the Franchise Area. This includes all applicable, laws, regulations and ordinances existing as of the Effective Date or may be subsequently enacted by any governmental entity with jurisdiction over Avista's operations within the Franchise Area. The City shall have the right to make and enforce reasonable rules and regulations pertaining to the conduct of Avista's operations within the Franchise Area. Prior to the adoption of any new rule, procedure or policy, Avista shall be provided a written draft document for comment with a response period of not less than thirty days. Service shall be supplied to the City and its inhabitants in accordance with Avista's rules and regulations and Tariffs currently or subsequently filed with and approved by the Commission.

3.2 Facility Location by Avista and Non-Interference

Avista shall have the discretion to determine the placement of its Facilities as may be necessary to provide safe and reliable Gas service, subject to the following non-interference requirements. All construction, installation, repair or relocation of Avista's Facilities performed by Avista in the Franchise Area will be done in such a manner as not to interfere with the construction and maintenance of other utilities, drains, drainage and irrigation ditches and structures, and City-owned property within the Franchise Area.

3.3 Facility Location Information

Avista shall provide the City, upon the City's reasonable request, Facility location information in electronic or hard copy showing the location of its Facilities at specific locations within the Franchised Area, to the extent such information is reasonably available. Avista does not warrant the accuracy of any such Facility location information provided and, to the extent the location of Facilities are shown, such Facilities may be shown in their approximate location. With respect to any excavations within the Franchise Area undertaken by or on behalf of Avista or the City, nothing stated in this Franchise is intended (nor shall be construed) to relieve either party of their respective obligations arising under the State one-call law with respect to determining the location of existing underground utility facilities in the vicinity of such excavations prior to commencing work.

3.4 Vegetation Management – Removal of Trees/Vegetation Encroachment

The right of Avista to maintain its Facilities shall include the right, as exercised in Avista's professional discretion to minimize the likelihood that encroaching (either above or below the ground) vegetation can interfere with or limit access to Avista's Facilities, or pose a threat to public safety and welfare. Avista or its agents may, without recourse or payment of compensation, accordingly remove or limit the growth of vegetation which encroaches upon its Facilities and/or Gas transmission and distribution corridors within the Franchise Area.

3.5 Right of Excavation

For the purpose of implementing the privileges granted under this Franchise, and after any required notification is made to the City, Avista is authorized to make any necessary excavations in, under and across the streets, alleys, roads, rights-of-way and public grounds within the Franchise Area. Such excavation shall be carried out with reasonable dispatch and with as little interference with or inconvenience to the public as may be feasible. Avista shall remove all debris stemming from excavation and construction. The Right-of-way surface shall be restored by Avista after excavation, in accordance with applicable City and Avista specifications.

3.6 Emergency Work

In the event of an emergency requiring immediate action by Avista to protect the public health and safety or for the protection of its Facilities, or the property of the City or other persons in the Franchise Area, Avista may immediately proceed with excavation or other Right-of-way work, with concurrent notice to the City to the extent possible.

SECTION 4.0 RESERVATION OF CITY'S RIGHTS AND POWERS

4.1 Reservation of Right

The City, in granting this Franchise, does not waive any rights which it may not have or may subsequently acquire with respect to road rights-of-way or other property of City under this

Franchise, and this Franchise shall not be construed to deprive the City of any such powers, rights or privileges which it now has or may hereafter acquire to regulate the use of and to control the City's roads, rights-of-way and other public property covered by this Franchise. Nothing in the terms of this Franchise shall be construed or deemed to prevent the City from exercising at any time and any power of eminent domain granted to it under the laws of this State.

4.2 Necessary Construction/Maintenance by City

The construction, operation and maintenance of Avista's Facilities authorized by this Franchise shall not preclude the City, its agents or its contractors, from grading, excavating, or doing other necessary road work contiguous to Avista's Facilities; provided that Avista shall be given not less than ten (10) business days' notice of said work, except in events of emergency when there exists an unforeseen and substantial risk or threat to public health, safety, welfare, or waste of resources, in which case the City will make reasonable efforts to contact Avista prior to doing said work; and provided further that the City, its agents and contractors, shall be liable for any damages, including any consequential damages to third parties, caused by said work to any Facilities belonging to Avista.

4.3 Expansion of Avista's Facilities

Facilities in the City's Franchise Area that are incidental to the Franchise Area, or that have been, or are at any future time acquired, newly constructed, leased, or utilized in any manner by Avista shall be subject to all provisions of this Franchise.

4.4 Change of Boundaries of the City

Any subsequent additions or modifications of the boundaries of the City, whether by annexation, consolidation, or otherwise, shall be subject to the provisions of this Franchise as to all such areas. The City shall notify Avista of the scope of any change of boundaries when the change is approved and becomes effective or in accordance with applicable state laws, and shall affirm, authorize and ratify all prior installations authorized by permits or other action not previously covered by this Franchise.

4.5 Removal of Abandoned Facilities

During the Term of this Franchise, or upon a revocation or non-renewal of this Franchise, the City may direct Avista to remove designated abandoned Facilities from the Franchise Area at its own expense and as soon as practicable, but only where such abandoned Facilities constitute a demonstrated threat to public health and safety. Avista shall not be required to remove, or pay for the removal of facilities it has previously abandoned to another franchisee, or utility under a joint use agreement, or Person granted permission to access Avista's facilities.

4.6 Vacation of Properties by City

If, at any time, the City shall vacate any road, right-of-way or other public property which is subject to rights granted by this Franchise, such vacation shall be subject to the reservation of a

perpetual easement to Avista for the purpose of constructing, reconstructing, operating, repairing, upgrading and maintaining Avista's Facilities on the affected property. The City shall, in its vacation procedure, reserve and grant said easement to Avista for Avista's Facilities and shall also expressly prohibit any use of the vacated properties which will interfere with Avista's full enjoyment and use of said easement.

4.7 Subdivision Plats

Upon receipt of an application and prior to final City approval of any new subdivision, the City shall mail notification of such application and final approval to Grantee.

SECTION 5.0 RELOCATION OF AVISTA'S FACILITIES

5.1 Relocation of Facilities Requested by City

Upon request of the City, Avista shall, at its sole expense unless otherwise provided herein, relocate its Facilities as necessary within the Franchise Area as specifically designated by the City for such purpose. For purposes of this provision, all reasonable efforts shall be made by the City, with input from Avista, to minimize the impacts of potential relocation. The City shall provide Avista reasonable notice of any intended or expected requirement or request to relocate Avista's Facilities. Said notice shall not be less than ninety (90) calendar days prior to any such relocation and, depending on the circumstances, may be greater than ninety (90) calendar days if necessary to allow Avista sufficient time to arrange for relocation. In cases of emergency, or where not otherwise reasonably foreseeable by the City, the notice requirements of this Section may be shortened by discussion and agreement between the Parties. The City shall use reasonable efforts to cause any such relocation to be consistent with any applicable long-term development plan(s) of the City.

In the event a relocation forces Avista off City's existing Public Right(s) of Way then the City shall accommodate such relocation by securing an acceptable, alternate location for utilities and removing any obstructions, including, without limitation, trees, vegetation or other objects that may interfere with the installation, operation, repair, upgrade or maintenance of Avista's Facilities on the affected Property.

If the City requires the subsequent relocation of any of Avista's Facilities within three (3) years from the date of relocation of such Facilities or installation of new Facilities, regardless of the cause for either the initial or subsequent relocation, the City shall bear the entire cost of such subsequent relocation.

Avista agrees to relocate all Facilities promptly within a reasonable time. Upon notice from the City, the parties agree to meet and determine a reasonable relocation time, which shall not exceed the time normally needed for construction projects of the nature of the City's relocation request unless otherwise mutually agreed.

Notwithstanding the above, Avista shall not be required to relocate facilities of other entities that were abandoned to another franchisee. Such relocation of these types of facilities shall be accordance with Section 5.2 below.

This Section shall not apply to Facilities in place pursuant to private easement held by Avista, regardless of whether such Facilities are also located within the Franchise Area. In the event the City requests relocation of Facilities that are in place pursuant to an existing easement, said relocation shall be treated in the same manner as a relocation requested by third parties under Section 5.2, below, with the City bearing the expense of relocation.

5.2 Relocation of Facilities Requested by Third Parties

City acknowledges that Avista is obligated to provide gas service and related line extension or relocation of Facilities for the benefit of its customers and to require compensation for such services on a non-preferential basis in accordance with applicable Tariffs.

If Facilities are to be relocated at the request of or for the primary benefit of a third party, the City shall not require Avista to relocate its Facilities until such time as a suitable location can be found and the third party has entered into an agreement to reimburse Avista for its reasonable costs of relocation

5.3 Availability of Other Funds

In the event federal, state or other funds are available in whole or in part for utility relocating purposes, the City agrees to use reasonable efforts to apply for such funds, provided such funds do not interfere with the City's right to obtain the same or similar funds, or otherwise create any expense or detriment to the City. The City may recover all costs, including internal costs, associated with obtaining such funds.

SECTION 6.0 INDEMNITY

6.1 Indemnification of City

Avista agrees to defend and indemnify the City, its appointed and elected officers and employees or agents, from any and all liabilities, claims, causes of action, losses, damages and expenses, including costs and reasonable attorney's fees, that the City may sustain, incur, become liable for, or be required to pay, as a consequence of or arising from the negligent acts or omissions of Avista, its officers, employees or agents in connection with Avista's obligations under this Franchise; provided, however, that this indemnification provision shall not apply to the extent that said liabilities, claims, damages and losses were caused by or result from the negligence of the City, elected officers and employees or agents.

6.2 Indemnification of Avista

To the extent permitted by law, City agrees to defend and indemnify Avista, its officers and employees, from any and all liabilities, claims, causes of action, losses, damages and expenses,

including costs and reasonable attorney's fees, that Avista may sustain, incur, become liable for, or be required to pay, as a consequence of or arising from the negligent acts or omissions of the City, its appointed and elected officers and employees or agents in connection with City's obligations under this Franchise; provided, however, that this indemnification provision shall not apply to the extent that said liabilities, claims, damages, losses and so forth were caused by or result from the negligence of Avista, its employees or agents.

SECTION 7.0 FRANCHISE DISPUTE RESOLUTION

7.1 Non-waiver

Failure of a Party to declare any breach or default of this Franchise immediately upon the occurrence thereof, or delay in taking any action in connection therewith, shall not waive such breach or default, but the Party shall have the right to declare any such breach or default at any time. Failure of a Party to declare one breach or default does not act as a waiver of the Party's right to declare another breach or default. In addition, the pursuit of any right or remedy by the City shall not prevent the City from thereafter declaring a revocation and forfeiture for breach of the conditions of the Franchise.

7.2 Dispute Resolution by the Parties

Disputes regarding the interpretation or execution of the terms of this Franchise that cannot be resolved by department counterparts representing the Parties, shall be submitted to the City's Attorney and an attorney representing Avista for resolution. If a mutually satisfactory or timely resolution cannot then be reached by the above process, prior to resorting to a court of competent jurisdiction, the Parties shall submit the dispute to a non-binding alternate dispute resolution process agreed to by the Parties.

7.3 Right of Enforcement

No provision of this Franchise shall be deemed to bar the right of the City or Avista to seek judicial relief from a violation of any provision of the Franchise to recover monetary damages for such violations by the other party or to seek enforcement of the other Party's obligations under this Franchise by means of specific performance, injunctive relief or any other remedy at law or in equity pursuant to Section 7.4. Any litigation between the City and Avista arising under or regarding this Franchise shall occur, if in the state courts, in a court of competent jurisdiction, and if in the federal courts, in the United States District Court for the District of Idaho.

7.4 Attorneys' Fees and Costs

Each Party shall pay for its own attorneys' fees and costs incurred in any dispute resolution process or legal action arising out of the existence of this Franchise.

SECTION 8.0 GENERAL PROVISIONS

8.1 Franchise as Contract, No Third Party Beneficiaries

This Franchise is a contract between the Parties and binds and benefits the Parties and their respective successors and assigns. This Franchise does not and is not intended to confer any rights or remedies upon any persons, entities or beneficiaries other than the Parties.

8.2 Force Majeure

In the event that Avista is delayed in or prevented from the performance of any of its obligations under the Franchise by circumstances beyond Avista's control (Force Majeure) including, without limitation, third party labor disputes, fire, explosion, flood, earthquake, power outage, acts of God, war or other hostilities and civil commotion, then Avista's performance shall be excused during the period of the Force Majeure occurrence. Avista will use all commercially reasonable efforts to minimize the period of the disability due to the occurrence. Upon removal or termination of the occurrence Avista will promptly resume performance of the affected Franchise obligations in an orderly and expeditious manner.

8.3. Prior Franchises Superseded

As of the Effective Date this Franchise shall supersede all prior gas franchises for the Franchise Area previously granted to Avista or its predecessors by City, and shall affirm, authorize and ratify all prior installations authorized by permits or other action not previously covered by franchise. Termination of the prior Franchise shall not, however, relieve the Parties from any obligations which accrued under said Franchise prior to its termination, including but not limited to, any outstanding indemnity, reimbursement or administrative fee payment obligations.

8.4 Severability

The Franchise is granted pursuant to the laws of the State of Idaho relating to the granting of such rights and privileges by City. If any article, section, sentence, clause, or phrase of this Franchise is for any reason held illegal, invalid, or unconstitutional, such invalidity shall not affect the validity of the Franchise or any of the remaining portions. The invalidity of any portion of this Franchise shall not abate, reduce, or otherwise affect any obligation required of Avista.

8.5 Changes or Amendments

Changes or amendments to this Franchise shall not be effective until lawfully adopted by the City and agreed to by Avista.

8.6 Supremacy and Governing Law

This Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Idaho. In the event of any conflict between this Franchise and any City ordinance, regulation or permit, the provisions of this Franchise shall control. In the event of a conflict between the provisions of this Franchise and Avista's applicable Tariff on file with the Commission, the Tariff shall control.

8.7 Headings

The headings or titles in this Franchise are for the purpose of reference only and shall not in any way affect the interpretation or construction of this Franchise.

8.8 Acceptance of Franchise.

Avista shall, within thirty (30) days after passage of this Ordinance, file with the City Clerk, its acceptance of the terms and conditions of this Franchise.

8.9 Abandonment or Suspension of Franchise Rights and Obligations

Avista may at any time abandon the rights and authorities granted hereunder, provided that six (6) months' written notice of intention to abandon is given to City. In addition, pursuant to Section 8.6 and in the event a conflict exists between the terms of this Franchise and Avista's Tariff with the Commission that cannot be resolved, Avista may suspend or abandon the rights and obligations of this Franchise upon reasonable notice to the City.

8.10 Franchise Effective Date

The Effective Date of this Franchise shall be _____, 20____, after passage, approval and legal publication of this ordinance as provided by law, and provided that it has been duly accepted by Avista as specified above.

City's Language Attesting to Approval and Passage of the Ordinance

PASSED by the City Council on _____, 2016

ATTEST:

Renata McLeod, City Clerk, City of Coeur d'Alene

APPROVED by me on _____, 2016.

Steve Widmyer, Mayor, City of Coeur d'Alene

Date of Publication: _____, 2016

Letter of Acceptance by Avista

HONORABLE MAYOR AND CITY COUNCIL
CITY OF COEUR D'ALENE, COUNTY OF KOOTENAI, IDAHO

IN RE: City of Coeur d'Alene, Ordinance No. _____

“Granting a Franchise to Avista Corporation for the Construction, Operation and Maintenance of Natural Gas Facilities Within the City.”

Avista Corporation dba Avista Utilities, for itself, its successors and assigns, hereby accepts the terms and conditions of the Franchise Agreement contained in the subject Ordinance and files this written acceptance with the City of Coeur d'Alene. This acceptance is executed on _____, 20____.

Avista Corporation dba Avista Utilities

By: _____
Dennis Vermillion
President, Avista Utilities

Copy Received for the City of Coeur d'Alene

On: _____

By: _____

City Representative - Name

Gas Franchise Ordinance Summary for Publication

**NOTICE: CITY OF COEUR D'ALENE
PROPOSED FRANCHISE ORDINANCE NO. _____ SUMMARY**

Ordinance No. _____ will grant Avista Corporation dba Avista Utilities a non-exclusive public utility franchise to locate, construct, install, own, maintain, repair, reconstruct, operate and use facilities within the City's public right of way [the Franchise Area] for the purposes of the transmission, control and distribution of natural gas within the City for a term of 25 years. Avista agrees to meet accepted industry standards and conform with applicable federal and state laws, as well as the regulations of the appropriate state regulatory body with jurisdiction, in the conduct of its operations under the Franchise. The City reserves the right to make reasonable rules and regulations pertaining to the conduct of Avista's operations within the Franchise Area. Avista must not interfere with any existing facilities of other utilities. Avista is authorized to make necessary excavations within the Franchise Area; excavations must be carried out with reasonable dispatch, and the area restored, with as little interference to the public as may be reasonable. Avista must relocate its facilities in the franchise area at the City's request. Avista may remedy encroachment of vegetation in connection with franchised activities. Provisions are made for informal dispute resolution.

(Final Reading of Ordinance _____ is anticipated to be held before the Coeur d'Alene City Council on _____, 20__ at _____ [am / pm] in the City Council Chambers).

OTHER BUSINESS

RESOLUTION NO. 16-065

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN ANNEXATION AGREEMENT WITH MILLER DEVELOPMENT GROUP, LLC FOR +/- 9.47 ACRES LOCATED EAST OF ATLAS ROAD AND SOUTH OF PRAIRIE AVENUE, NORTH AND WEST OF SUNSHINE MEADOWS ALSO KNOWN AS PRAIRIE TRAILS.

WHEREAS, an annexation agreement has been negotiated between the City of Coeur d'Alene and Miller Development Group, LLC pursuant to the terms and conditions set forth in said agreement, a copy of which is attached hereto as exhibit "1" and by this reference made a part hereof; and

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

BE IT RESOLVED, that the City enter into an annexation agreement with Miller Development Group, LLC in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and they are hereby authorized to execute such annexation agreement on behalf of the City of Coeur d'Alene.

DATED this 6th day of December, 2016.

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 _____.

ANNEXATION AGREEMENT
(PRAIRIE TRAILS)

THIS AGREEMENT, made and dated this 6th day of December, 2016 , by and between the **City of Coeur d'Alene**, a municipal corporation organized pursuant to the laws of the state of Idaho, hereinafter termed the "City", and **Miller Development Group, LLC**, with its address at 2900 N. Government Way, #310, Coeur d'Alene, ID 83815, hereinafter referred to as the "Owner,"

WITNESSETH:

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

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

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

ARTICLE I: LEGAL DESCRIPTION

1.1. Legal description: The Property to be annexed is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

ARTICLE II: STANDARDS

2.1. Applicable standards: The Owner agrees that all laws, standards, policies and procedures regarding public improvement construction that the Owner is required to comply with or otherwise meet pursuant to this agreement or City codes shall be those in effect at the time of plan approval. The Owner further waives any right the Owner may have regarding the date used to determine what public improvements; construction laws, standards, policies and procedures shall apply.

ARTICLE III. UTILITIES

3.1. Water and sewer: Water for this development will be provided by Hayden Lake Irrigation District. A "will serve" letter from HLID is attached as Exhibit "B".

3.2. Water rights: Prior to the recordation of any plat on the Property or any other transfer of an ownership interest in the Property, the Owner will grant to the Hayden Lake Irrigation District, by warranty deed in a format acceptable to the HLID, all water rights

associated with the Property. The parties expressly agree that the Owner is conveying the water rights to the HLID so that the HLID will have adequate water rights to ensure that the HLID can provide domestic water service to the Property.

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

ARTICLE IV: PUBLIC IMPROVEMENTS

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

4.2. Compliance with conditions of approval: The conditions of approval for the subdivision of the Property are expressly incorporated into this Agreement as binding provisions of this Agreement. As such, the Owner specifically agrees to fulfill each condition of approval as if each condition was specifically enumerated in this Agreement.

ARTICLE V: FEES

5.1. Consideration: Owner agrees to provide specific consideration for annexation, in the amount of Twenty-Four Thousand Dollars (\$24,000) to the City at the times specified in Section 5.3 below. This amount is based on the policy adopted by the City Council by Resolution 98-112 and represents a fee of Seven Hundred Fifty Dollars (\$750) per residential unit in the approved Subdivision. The sum provided for by this Agreement is deemed by the parties to be a reasonable fee for City benefits and services to the Owner's project, including but not limited to public safety and other services. The Owner will remain responsible for all other costs and fees required by City code. If the owner seeks a rezone to increase the number of residential units on this property within five years of the date of this agreement then the Owner, or its successor, will pay additional annexation fees based on the increased number of residential units.

5.2. No extension of credit: The parties, after careful consideration of the actual burdens on the City, have agreed to a specific dateline in which those burdens will occur. This section anticipates specific payment at a specific date and is in no manner a loan of services or an extension of credit by the City. Payment of the annexation fees will be prior to recordation of the Final Plat.

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

5.4. Owner's reimbursement to the City: The Parties further agree that the City has utilized substantial staff time to prepare the annexation agreement that will benefit the Owner. The Parties further agree the City shall be reimbursed a reasonable fee for its costs to prepare such agreement. The Parties further agree that such fee shall be in the amount of Two Hundred Fifty Dollars and no/100 (\$250.00).

ARTICLE VI. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

6.11. Pedestrian and Bike Trail Connections: A 10 foot multi-use pathway shall be constructed within the PFHD right-of-way or the subdivision boundary within the 30-foot buffer area along Prairie Avenue, or a combination of the two. The pathway shall connect to the approved multi-use pathway that will be constructed to the west of the property along Prairie Avenue within the Garden Grove project and tie into the trail along Courcelles Parkway.

6.12. Owner is required to maintain path and otherwise comply with city code(s) regarding vegetation and maintenance of buffers.

6.13. Prior to final plat recordation, formation of a Home Owner's Association shall be approved by the City Attorney, for the purpose of maintaining the planting screen landscaping, multi-use path and required swales.

IN WITNESS WHEREOF, the City of Coeur d'Alene has caused this agreement to be executed by its Mayor and City Clerk and have caused the same to be executed the day and year first above written.

CITY OF COEUR D'ALENE

MILLER DEVELOPMENT GROUP, LLC)

By: _____
Steve Widmyer, Mayor

By: _____

ATTEST:

Renata McLeod, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 6th day of December, 2016, 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 December, 2016 , before me, a Notary Public, personally appeared _____, known to me to be the _____ of **Miller Development Group, LLC**, 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 Idaho
Residing at _____
My Commission expires: _____

Land Description

A portion of Tract 320 of the Amended Plat of Hayden Lake Irrigated Tracts filed in Book C of Plats, Page 066 and 067, Records of Kootenai County, lying in Northwest Quarter of Section 27, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho and described as follows:

Commencing at the northwest corner of said Section 27, said corner being a 4 inch Brass cap marked "PLS 5576" per CP&F 207593200, Records of Kootenai County, from which the North quarter corner bears South 88° 23' 55" East a distance of 2619.31 feet; thence along the North line of said Northwest Quarter, South 88° 23' 55" East a distance of 1309.65 feet; thence leaving said North line, South 01° 08' 32" West a distance of 30.00 feet to the northeast corner of Tract 321 of the Amended Plat of Hayden Lake Irrigated Tracts, said corner being on the South Right of Way of Prairie Avenue being also the **True Point of Beginning**;

Thence, along said South Right of Way the following nine (9) courses:

1. South 88° 23' 55" East a distance of 19.13 feet;
2. South 01° 36' 05" West a distance of 10.00 feet;
3. South 88° 23' 55" East a distance of 277.52 feet to a found 2.5 inch Aluminum cap marked "PLS 11187";
4. North 01° 36' 05" East a distance of 10.00 feet;
5. South 88° 23' 55" East a distance of 30.63 feet;
6. South 01° 16' 48" West a distance of 5.00 feet to a found 2.5 inch Aluminum cap marked "PLS 11187";
7. South 88° 23' 55" East a distance of 37.93 feet to a found 2.5 inch Aluminum cap marked "PLS 11187";
8. South 88° 23' 55" East a distance of 289.53 feet to a found 2.5 inch Aluminum cap marked "PLS 11187";
9. South 01° 02' 53" West a distance of 14.98 feet to the northwest corner of Tract A of Sunshine Meadow filed in Book I of Plats, Page 496, Records of Kootenai County, said corner being a 5/8 inch rebar with yellow plastic cap marked "PLS 6602";

thence along the West line of said Tract A of Sunshine Meadows and the boundary of the City of Coeur d'Alene, South 01° 02' 53" West a distance of 611.64 feet to the northeast corner of Lot 1, Block 1, Sunshine Meadow 4th Addition filed in Book J of Plats, Page 104, Records of Kootenai County, said corner being a 5/8 inch rebar with yellow plastic cap marked "PLS 6602";

thence along the North line of Block 1, of said Sunshine Meadow 4th Addition and the boundary of the City of Coeur d'Alene, North 88° 21' 34" West a distance of 655.77 feet to the northwest corner of Lot 8, Block 1, of said Sunshine Meadow 4th Addition and southeast corner of said Tract 321 of said Amended Plat of Hayden Lake Irrigated Tracts;

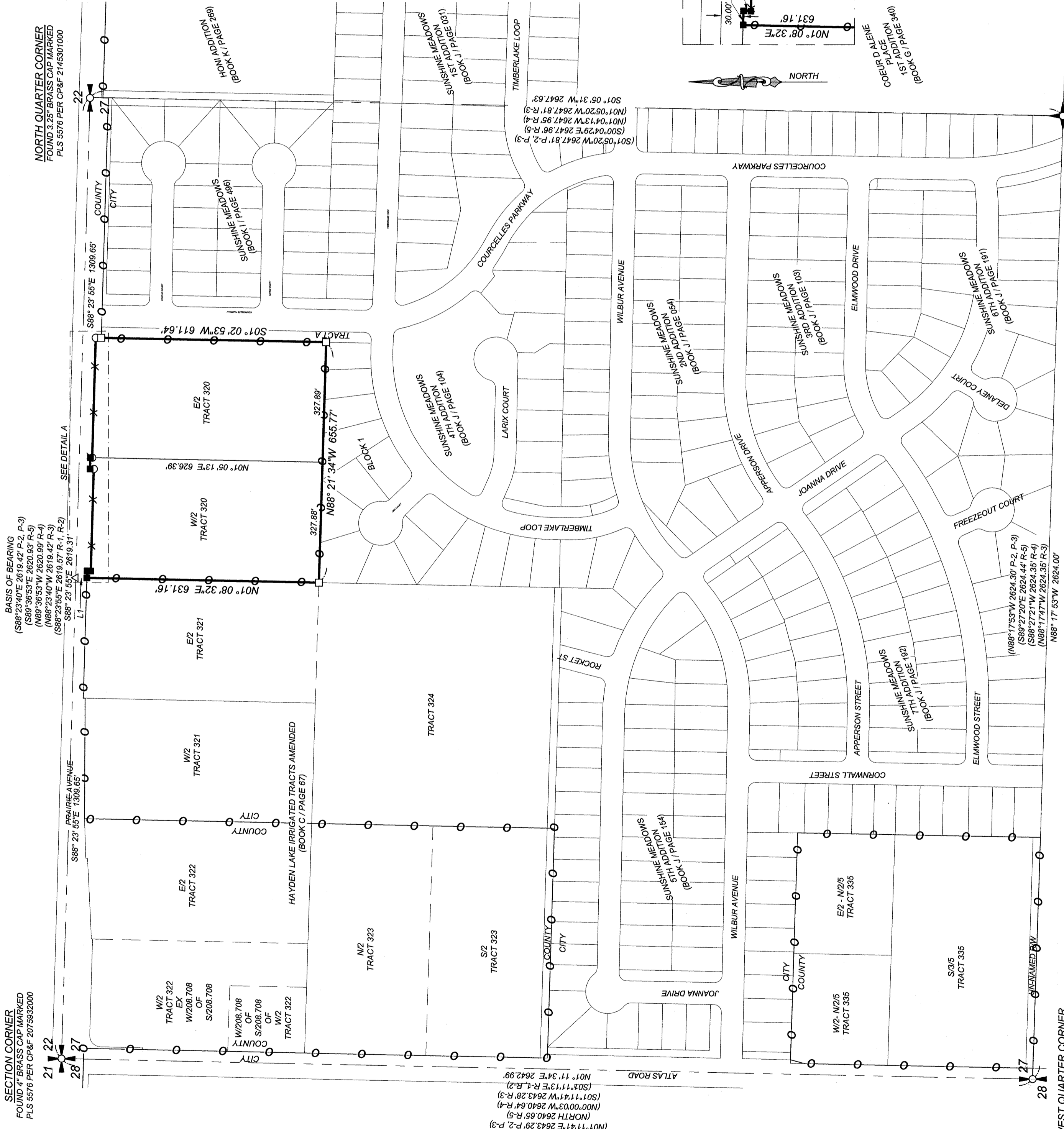
thence along the East line of said Tract 321 and the boundary of the City of Coeur d'Alene, North 01° 08' 32" East a distance of 631.16 feet to the **True Point of Beginning**;

containing 9.395 acres more or less.



CITY OF COEUR D'ALENE ANNEXATION MAP ORDINANCE # 3555

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



BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS SOUTH 88° 23' 55" EAST PER (R-1 AND R-2), SHOWN HEREON AS THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 27.

NOTE

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

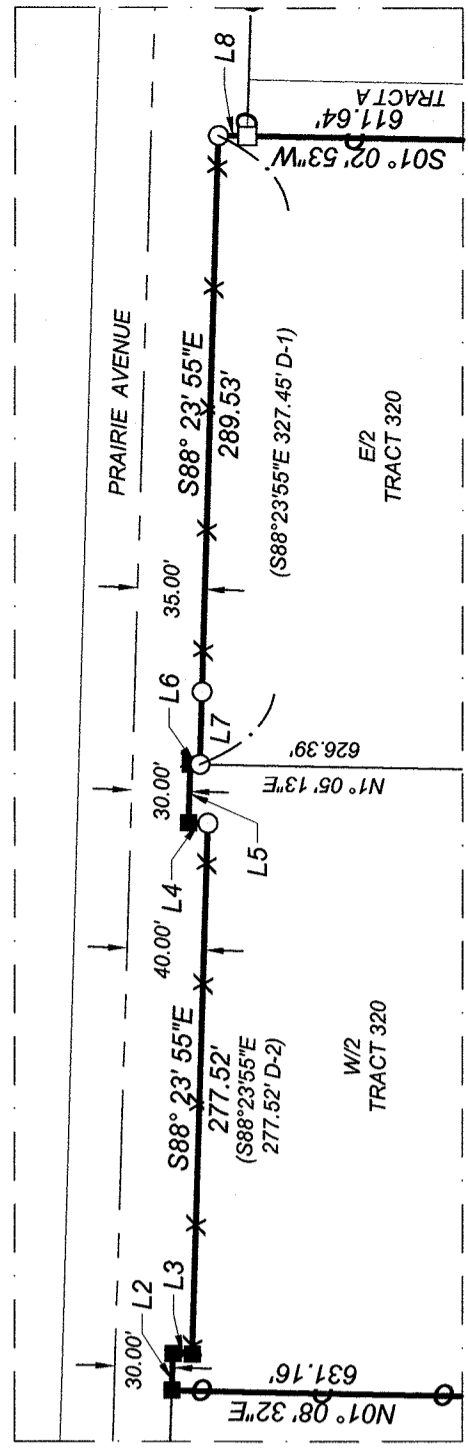
REFERENCE DOCUMENTS

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- (R-5) RECORD OF SURVEY PREPARED BY KOOTENAI COUNTY SURVEYORS AND FILED AT BOOK 7 OF SURVEYS, PAGE 048, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-1) AMENDED PLAT OF HAYDEN LAKE IRRIGATED TRACTS PREPARED BY H. B. WRIGHT AND FILED AT BOOK C OF PLATS, PAGE 066 AND 067, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-2) PLAT OF SUNSHINE MEADOW PREPARED BY INLAND NORTHWEST CONSULTANTS AND FILED AT BOOK I OF PLATS, PAGE 466, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-3) PLAT OF SUNSHINE MEADOW 4TH ADDITION PREPARED BY INLAND NORTHWEST CONSULTANTS AND FILED AT BOOK J OF PLATS, PAGE 104, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (D-1) WARRANTY DEED FILED AS INSTRUMENT NUMBER 1925202, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (D-2) WARRANTY DEED FILED AS INSTRUMENT NUMBER 1925203, RECORDS OF KOOTENAI COUNTY, IDAHO.

LEGEND

- SET 5/8" x 24" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 4182"
- FOUND 2.5" ALUMINUM CAP MARKED "PLS 11187"
- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 6602" OR AS NOTED
- CALCULATED POINT, NOTHING FOUND OR SET
- PROPERTY LINE
- EXISTING CITY LIMITS
- PROPOSED ANNEXATION LINE
- ADJACENT LOT LINE
- SECTION LINE

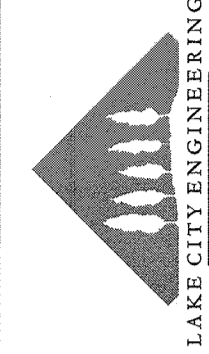
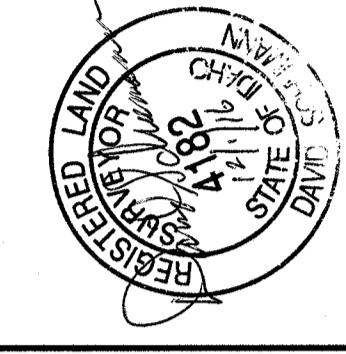
Line #	Length	Direction	Record Data
L1	30.00'	S01°08'32"W	(M, D-2)
L2	19.13'	S88°23'55"E	(M, D-2)
L3	10.00'	S01°36'05"W	(M, D-2)
L4	10.00'	S01°36'05"W	(M, D-2)
L5	30.63'	N88°23'55"W	(M, D-2)
L6	5.00'	S01°16'48"W	(M, D-2)
L7	37.93'	S88°23'55"E	(M, D-2)
L8	14.98'	S01°02'53"W	(M, D-2)



DETAIL A
SCALE: 1" = 100'

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY PERFORMED BY ME IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO, COMPLETED IN JULY 2016.



LAKE CITY ENGINEERING
3909 N. SCHREIBER WAY, STE. 4
COEUR D'ALENE, IDAHO 83815
PHONE: 208-676-0230

CHECKED BY: DES
DRAFTED BY: WAL
SCALE: 1" = 200'
DATE: 11/30/2016
JOB NO.: LCE 16-057

1

SECTION CORNER
FOUND 5/8" BRASS CAP MARKED
PLS 5576 PER CP&F 207592000

BASIS OF BEARING
(S88°23'55"E 2619.82' P-2, P-3)
(S88°23'55"E 2620.93' R-3)
(N88°23'40"W 2620.99' R-4)
(S88°23'40"W 2620.99' R-4)
(S88°23'55"E 2619.82' P-2, P-3)
(S88°23'55"E 2619.82' R-2)

NORTH QUARTER CORNER
FOUND 3/8" BRASS CAP MARKED
PLS 5576 PER CP&F 2145307000

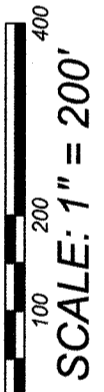
(N01°11'41"E 2643.29' P-2, P-3)
(N01°11'41"E 2643.29' R-2)
(S01°11'13"E R-1, R-2)
(S01°11'13"E 2642.99' R-3)
(N00°00'03"W 2643.28' R-4)
(N00°00'03"W 2643.28' R-4)
(N01°11'41"E 2643.29' P-2, P-3)

(S01°05'20"W 2647.81' P-2, P-3)
(N01°05'20"W 2647.81' R-3)
(S00°04'29"E 2647.96' R-3)
(N01°04'13"W 2647.95' R-3)

(N88°17'53"W 2624.30' P-2, P-3)
(S88°27'20"E 2624.44' R-5)
(S88°27'21"E 2624.35' R-4)
(N88°17'53"W 2624.35' R-3)

WEST QUARTER CORNER
FOUND 2" ALUMINUM CAP
MARKED PLS 9367 IN MON CASE
PER CP&F 2525375000

CENTER CORNER
FOUND 2 1/4" ALUMINUM CAP
MARKED PLS 6573 PER CP&F 1277149



16057

HAYDEN LAKE IRRIGATION DISTRICT

2160 W. Dakota Ave.
Hayden, Idaho 83835-5122

August 17, 2016

Miller Development Group LLC
2900 N. Government Way, #310
Coeur d'Alene, ID 83815



RE: Will serve for Prairie Trails Subdivision


To Whom It May Concern:

Hayden Lake Irrigation District is the water purveyor to these parcels and has the intent and will to serve water to the referenced development.

The intent and will are limited to the extent of the District's readily available capacity at the time of connection, as long as the following requirements have been addressed prior to final acceptance by the District:

1. The Development Agreement required by the District is signed by October 31, 2016
2. Any existing water right(s) associated with the property are transferred to the District;
3. All Idaho Department of Environmental Quality requirements shall be met;
4. All District construction standards shall be met;
5. All District water line easements shall be recorded with the county on the face of the plat;
6. Dedication on face of plat of water system to the District;
7. Signature on the plat by the District accepting the plat;
8. All applicable water service connection and dry land conversion fees shall be paid;

At this time the District **does not** have readily available capacity to serve this project. However the District is in construction of a new production well, which once complete will provide adequate capacity to serve this development. This will serve expires one year from this date.

Sincerely,

 Tim Timmins
 Chairman

c: ✓ Lake City Engineering, INC, 3909 N. Schreiber Way, Ste 4, CdA, 83815

ORDINANCE NO. _____
COUNCIL BILL NO. 16-1027

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

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

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

SECTION 1. That the property as set forth in Exhibit "A", attached hereto and incorporated herein, contiguous and adjacent to the City of Coeur d'Alene, Kootenai County, Idaho, be and the same is hereby annexed to and declared to be a part of the City of Coeur d'Alene, Kootenai County, Idaho, and the same is hereby zoned as R-8 (Residential at 8 units per acre).

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

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

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

SECTION 5. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on December 6, 2016.

APPROVED by the Mayor this 6th day of December, 2016.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
A-3-16 Miller Development Group, LLC also known as Prairie Trails
+/- 9.47 Acre located E. of Atlas Rd. & S. of Prairie Ave., N. & W. of Sunshine Meadows

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

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Michael C. Gridley, am City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, A-3-16 Miller Development Group, LLC, Prairie Trails and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 6th day of December, 2016.

Michael C. Gridley, City Attorney

Land Description

A portion of Tract 320 of the Amended Plat of Hayden Lake Irrigated Tracts filed in Book C of Plats, Page 066 and 067, Records of Kootenai County, lying in Northwest Quarter of Section 27, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho and described as follows:

Commencing at the northwest corner of said Section 27, said corner being a 4 inch Brass cap marked "PLS 5576" per CP&F 207593200, Records of Kootenai County, from which the North quarter corner bears South 88° 23' 55" East a distance of 2619.31 feet; thence along the North line of said Northwest Quarter, South 88° 23' 55" East a distance of 1309.65 feet; thence leaving said North line, South 01° 08' 32" West a distance of 30.00 feet to the northeast corner of Tract 321 of the Amended Plat of Hayden Lake Irrigated Tracts, said corner being on the South Right of Way of Prairie Avenue being also the **True Point of Beginning**;

Thence, along said South Right of Way the following nine (9) courses:

1. South 88° 23' 55" East a distance of 19.13 feet;
2. South 01° 36' 05" West a distance of 10.00 feet;
3. South 88° 23' 55" East a distance of 277.52 feet to a found 2.5 inch Aluminum cap marked "PLS 11187";
4. North 01° 36' 05" East a distance of 10.00 feet;
5. South 88° 23' 55" East a distance of 30.63 feet;
6. South 01° 16' 48" West a distance of 5.00 feet to a found 2.5 inch Aluminum cap marked "PLS 11187";
7. South 88° 23' 55" East a distance of 37.93 feet to a found 2.5 inch Aluminum cap marked "PLS 11187";
8. South 88° 23' 55" East a distance of 289.53 feet to a found 2.5 inch Aluminum cap marked "PLS 11187";
9. South 01° 02' 53" West a distance of 14.98 feet to the northwest corner of Tract A of Sunshine Meadow filed in Book I of Plats, Page 496, Records of Kootenai County, said corner being a 5/8 inch rebar with yellow plastic cap marked "PLS 6602";

thence along the West line of said Tract A of Sunshine Meadows and the boundary of the City of Coeur d'Alene, South 01° 02' 53" West a distance of 611.64 feet to the northeast corner of Lot 1, Block 1, Sunshine Meadow 4th Addition filed in Book J of Plats, Page 104, Records of Kootenai County, said corner being a 5/8 inch rebar with yellow plastic cap marked "PLS 6602";

thence along the North line of Block 1, of said Sunshine Meadow 4th Addition and the boundary of the City of Coeur d'Alene, North 88° 21' 34" West a distance of 655.77 feet to the northwest corner of Lot 8, Block 1, of said Sunshine Meadow 4th Addition and southeast corner of said Tract 321 of said Amended Plat of Hayden Lake Irrigated Tracts;

thence along the East line of said Tract 321 and the boundary of the City of Coeur d'Alene, North 01° 08' 32" East a distance of 631.16 feet to the **True Point of Beginning**;

containing 9.395 acres more or less.



CITY OF COEUR D'ALENE ANNEXATION MAP ORDINANCE # 3555

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



SECTION CORNER
FOUND 1/4" ALUMINUM CAP MARKED
PLS 5576 PER CP&F 207592000

WEST QUARTER CORNER
FOUND 1/4" ALUMINUM CAP
MARKED PLS 9367 IN MON CASE
PER CP&F 2525375000

SECTION CORNER
FOUND 1/4" ALUMINUM CAP MARKED
PLS 5576 PER CP&F 207592000

WEST QUARTER CORNER
FOUND 1/4" ALUMINUM CAP
MARKED PLS 9367 IN MON CASE
PER CP&F 2525375000

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS SOUTH 88° 23' 55" EAST PER (R-1 AND R-2), SHOWN HEREON AS THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 27.

NOTE

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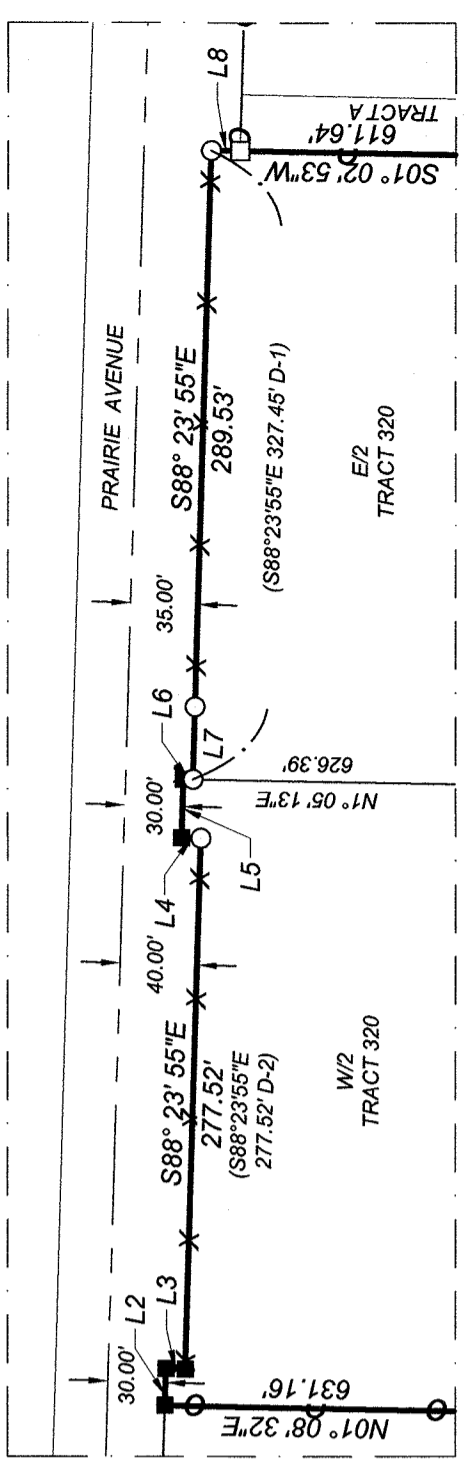
REFERENCE DOCUMENTS

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LEGEND

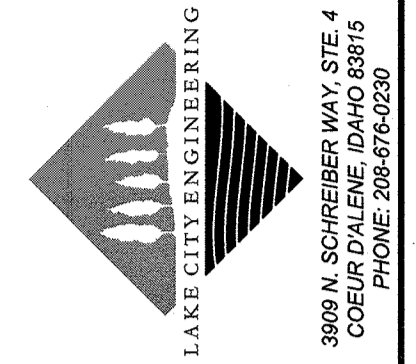
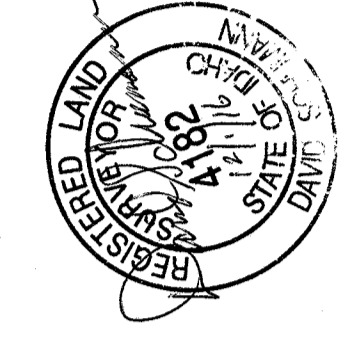
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- ADJACENT LOT LINE
- SECTION LINE

Line #	Length	Direction	Record Data
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L3	10.00'	S01°36'05"W	(M, D-2)
L4	10.00'	S01°36'05"W	(M, D-2)
L5	30.63'	N88°23'55"W	(M, D-2)
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L7	37.93'	S88°23'55"E	(M, D-2)
L8	14.98'	S01°02'53"W	(M, D-2)



SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY PERFORMED BY ME IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO, COMPLETED IN JULY 2016.



CHECKED BY:	DES
DRAFTED BY:	WAL
SCALE:	1" = 200'
DATE:	11/30/2016
JOB NO.:	LCE 16-057

SCALE: 1" = 200'

WEST QUARTER CORNER
FOUND 1/4" ALUMINUM CAP
MARKED PLS 9367 IN MON CASE
PER CP&F 2525375000

CENTER CORNER
FOUND 2 1/4" ALUMINUM CAP
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