

Coeur d'Alene

CITY COUNCIL MEETING

March 4, 2014

MEMBERS OF THE CITY COUNCIL:
Steve Widmyer, Mayor
Councilmen Adams, Edinger, 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 COEUR D'ALENE CITY HALL
FEBRUARY 18, 2014**

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene Library Community Room, February 18, 2014, at 6:00 p.m., there being present upon roll call the following members:

Mayor Widmyer

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

Steve Adams) Member of Council Absent

CALL TO ORDER: The meeting was called to order by Mayor Widmyer.

INVOCATION Ron Hunter, Church of the Nazarene provided the invocation.

PLEDGE OF ALLEGIANCE: The pledge of allegiance was led by Councilmember Miller.

PRESENTATION: Fire Training

Bill Deruyter, Captain Paramedic stated that the Fire Department would like to give special thanks to Merwin's Repair and Towing. Due to the assistance of Merwin's Towing the Fire Department staff was able to conduct trainings regarding low frequency, high risk incidents. Recently they held training regarding school bus incidents that included extrication trainings. Merlin's delivered and removed the school buses after the training concluded. They presented a plaque to Merlin's for their dedication and commitment to the citizens of Coeur d'Alene.

PUBLIC COMMENTS: Mayor Widmyer called for public comments with none being received.

CONSENT CALENDAR: Motion by McEvers, seconded by Edinger, to approve the Consent Calendar as presented. **Motion** by Gookin to remove item 7a from the Consent Calendar for separate discussion. **Motion failed for lack of second.**

1. Approval of Council Minutes for February 4, 2014 and February 10, 2014.
2. Approval of Bills as Submitted.
3. Setting of General Services and Public Works Committees meetings for February 24, 2014 at 12:00 noon and 4:00 p.m. respectively.

4. Setting of Public Hearing for A-1-14 – (Quasi-Judicial) Proposed annexation from County; 1555 W. Hanley: AS & C to City R-8 & C-17, Lake Forest, LLC. For March 18, 2014.
5. Approval of Beer/Wine License – Beverage Shack on Fourth, Dan Duvall, 2020 4th Street (transfer).
6. Approval of Beer/Wine License – Bamboo Restaurant Concepts, LLC, David and Lindsay Patterson, 819 Sherman Avenue (new).
7. **Resolution No. 14-005** A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE APPROVAL OF A PERSONAL SERVICES AGREEMENT BETWEEN JANE DEDECKER & THE NATIONAL SCULPTORS' GUILD FOR THE CREATION AND INSTALLATION OF PUBLIC ART – MCEUEN PARK TRAIL CONFLUENCE.

DISCUSSION: Councilmember Gookin stated that he felt public art was not a routine item that should be on the consent calendar. He asked Recreation Director Steve Anthony to provide information regarding the acquisition of public art and acquisition of unique pieces. Mr. Anthony stated that the artist did do another similar piece entitled “Lords of the Forest,” that included three boys. The art selection committee asked the artist to amend the piece to include two boys and one girl. Councilperson Gookin stated that he likes the piece and it will fit well in McEuen. Mr. Anthony stated that the Arts Commission is looking to dedicate all the McEuen pieces at the same time in the spring. Councilperson Edinger stated that at the General Services Committee discussed the art contract and were unanimously in favor. He clarified that the Tubbs Hill Foundation felt that this was a proper piece to put near the hill and were enthusiastic about the piece. Councilperson Edinger clarified that the City Council’s December art piece discussion ended in a split vote. He voted against that piece because he did not feel that it had meaning to the Coeur d’Alene residents, and that this piece is different.

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

COUNCIL ANNOUNCEMENTS:

Councilmember McEvers stated that he recently learned how to use Facebook and he looks at it every day. He notices a lot of items related to animals. He reminded the community to spay and neuter your pets.

Councilmember Gookin stated that he attended the Arts Commission meeting today, in which they had a discussion regarding City Council voting against a recommended piece of art. He requested that Council Workshops and meetings in between the normally scheduled meetings be televised, so that the community is able to see the decision making process.

Councilmember Edinger expressed well wishes to the Coeur d’Alene Girls Basketball team at the state tournament this week.

APPOINTMENTS: The Mayor requested the appointment of Dave Patterson, Mark Rogers, and Stephen Petersen to the Parking Commission and Nancy White to the Arts Commission.

MOTION: Motion by Edinger, seconded by McEvers to approve the appointment of Dave Patterson, Mark Rogers, and Stephen Petersen to the Parking Commission and Nancy White to the Arts Commission.

DISCUSSION: Councilperson Evans stated that the Parking Commission said that this recent request for members ended with the largest pool of applicants they ever had. They appreciated the City's marketing efforts.

Motion Carried.

ADMINISTRATOR'S REPORT: Ms. Gabriel congratulated Firefighter Craig Etherton who was elected as President of the Kootenai County Fire Prevention Cooperative. A primary focus of the cooperative is education. The Recreation Department is hosting the Boys Lake City Shootout AAU Basketball Tournament for Grades 5th, 6th & 7th. Teams are from Eastern Washington (Odessa, Tri-Cities and Spokane Area, and from Kootenai, Shoshone, Nez Perce and Bonner Counties.) The Tournament starts Friday evening and concludes Sunday. Games will be held at Ramsey, Skyway and Woodland Gyms. For more information, call the Recreation Department at 769-2250. Ms. Gabriel stated that Library programs for all ages fill the days in February. From preschool story-times to music and Lego programs to teen book discussions & films to financial management information and local history programs the Library has something to interest everyone. She encouraged citizens to check out events at www.cdalibrary.org or call the Library at 769-2315 for more information. She congratulated Assistant Water Superintendent Terry Pickel for being appointed to the Cross Connection Committee of the Pacific Northwest Section of the American Water Works Association. In this position, Terry will have a voice in the setting of cross connection rules to ensure that they are user friendly while still providing adequate protection to water consumers. Cross connection programs prevent used water from flowing from the customer's plumbing back into the water mains. This is accomplished by use of backflow prevention assemblies which are typically installed just behind the water meter. In the highest level of cross connection hazards, used water can contain contaminants that can cause serious health issues and even death. These programs are mandated by State and Federal drinking water rules. Wildlife management experts with the Idaho Department of Fish & Game strongly encourage citizens not to feed wildlife in order to maintain the natural balance between humans and wildlife. Ordinances and City Codes are typically a part of successful human-wildlife conflict management plans. Feeding wildlife is dangerous. In this regard the City of Coeur d'Alene has adopted City Code 6.15.040 which simply states: "It is unlawful to feed or provide food or other attractants (other than ornamental plants or vegetable gardens) to wild animals within the City limits except: Feeding birds, other than turkeys, geese and ducks, by utilizing a bird feeder that may be accessed only by birds and squirrels." A violation of this ordinance is a misdemeanor. Crime Stoppers of the Inland Northwest continues to offer a cash reward for information on the theft of a bronze statue that was reported to Coeur d'Alene Police on January 18, 2014. Sometime between Friday night on January 17th and early Saturday morning January 18th, parts of a statue depicting a 1920s-era woman on a bicycle being followed by two dogs were stolen. The statue entitled "Kate" appeared to have been removed with the use of a vehicle possibly using a rope or a chain. The matching bronze bicycle the statue was attached to, and a small bronze statue of a dog were not taken but it appeared to officers that an attempt was made to steal the entire statue. Coeur d'Alene Parks Director Steve Anthony

estimated the artwork is worth about \$25,000, though if recycled the stolen pieces would be worth much less. Anyone with information on this crime is asked to call Crime Stoppers at 208-667-2111 or 1-800-222-TIPS. Information can be submitted on line at www.crimestoppersinlandnorthwest.org. Callers are asked to use a code name or number and do not have to use their own name to be eligible for a reward. The Coeur d'Alene Police Department is looking for volunteers. In 2013, the department had 19 volunteers, who volunteered a total of 4,112 hours. The volunteer program has become an essential part of the Police Department in order to provide the best service to the community. Please contact Rob Clifford at rclifford@cdaid.org or call him at 769-2320 if you are interested. Weekly McEuen Park updates will continue to be posted on the City's website, www.cdaid.org, and blog, cdacity.blogspot.com. These updates will also be provided to the local media. They will be meeting tomorrow to discuss a donor wall opportunity. The park is expected to open in May. For questions contact Keith Erickson at 208-819-0907. Recently the Parks Department removed ladder fuel from the eastside trail head of Tubbs Hill. You will see more of this fuel reduction on the west side in the spring. A fuel ladder is a firefighting term for live or dead vegetation that allows a fire to climb up from the landscape or forest floor into the tree canopy. Common fuel ladders include tall grasses, shrubs, and tree branches, both living and dead. Additionally, the Parks Department Urban Forester, Katie Kosanke held "Volunteers in Pruning" (VIP) training on February 13th. This is the fifth year the City has offered this training to the community. Staff takes this opportunity to educate these VIP to prune young trees in the parks or rights-of-way when they are easier to prune so they can become structurally sound trees in the future. Last week crews cleared streets of snow and ice, as the 4th major storm of the winter left unofficially 9 inches of snow in the city. As temperatures began to rise above normal and the rain began, the department exchanged plows for sweepers and shovels to deal with small nuisance flooding response. Although the city is experiencing early spring temperatures, Street Superintendent Tim Martin would like to remind that community that it will continue to experience icy road conditions for the morning and evening commutes and to please drive safely. Citizens can contact the Street Department Snowline at 769-2233 during the winter months. Also, Street Department personnel regularly report plowing operations and storm status to local radio KVNI at AM 1080 for broadcast. Ms. Gabriel announced that the Building Department has a new Building Inspector/Plans Examiner whose name is Brandon Voorhees. You can get more information on these updates and other current city news by visiting the City's website at www.cdaid.org as well as frequent updates on our Facebook page and the Cd'A Blog, which can be accessed from the city website. She informed the community that the Police Chief recruitment committee will be meeting in the next couple weeks to move the process forward. She thanked Jeff Selle of the Coeur d'Alene Press for his helpful article regarding the availability of volunteer committee, commission, and board member openings.

Approval of the 4-Corners/BLM Master Plan Request for Qualifications from Land Planning Companies.

Councilperson Edinger stated that the General Services Committee heard the proposal from the Parks and Recreation Commission regarding the Four Corners master planning and ask Interim Parks Director Bill Greenwood to provide additional information. Mr. Greenwood stated that this land that will increase open space within the community by 29 acres, through a Lease with the Bureau of Land Management (BLM). BLM requires a master plan for the land to be included in the

Lease; the plan will include land owned by BLM, the City, and LCDC. A variety of uses have been discussed at Parks and Recreation Commission Workshops. Mr. Greenwood provided a brief description of the location of the Four Corners and the area to be planned. Once the master plan is approved it will be submitted to BLM. He stated that at any time during the lease term a land patent could be issued.

Councilperson Gookin stated that he appreciates the information provided, and clarified that the action for tonight is to authorize staff to move forward with hiring someone to conduct planning efforts, not to approve a plan. He asked if the road realignment would be a part of the master plan and expressed concern over any changes to historical Memorial Field. Mr. Greenwood stated that the discussions regarding Memorial Field could be held at all phases in the plan development. He clarified that the grandstand is not in the best shape and could be reoriented to lessen the noise to the neighborhood. Councilperson Gookin stated that he has received calls from citizens and that Mr. Anthony has expressed that he would like to keep the existing character of the field. Mr. Greenwood stated that an engineering firm has reviewed the grandstand and confirmed they are in bad shape and that they might be able to reserve some beams or pieces of the structure that can be repurposed. Councilperson Edinger stated that he has the same concern regarding protecting the historical aspect of the field and thinks that it should be thoroughly discussed in the development of the plan. Mr. Greenwood explained that the plan should be viewed as a roadmap, with all the options the City can do with the land in the future included. Councilperson Gookin stated that 29 acres of open space is a great opportunity. Councilperson Miller stated that she had an opportunity to review the hearings and met with BLM Real Estate Specialist Janna Paronto. Mayor Widmyer stated that the grandstand is of historical significance to the community and discussions should take place before movement to change it.

Mayor Widmyer asked for information regarding the BLM Lease details. Ms. Paronto stated that BLM is pleased that this Lease arrangement will benefit the citizens. The Lease will state that as long as the City keeps the land as open space there will be no lease charge. Once the City completes their master plan construction, the City can ask BLM to issue a Land Patent for \$290.00 (\$10/acre). Once the Patent is issued the land is owned by the City. There is a reversionary clause that states if the City makes changes that were not in accordance to the master plan, the City will either have to pay fair market value, remove unapproved use, or give back the land. Councilperson McEvers asked if a coffee shop was included in the plan would it then be an allowable use. Ms. Paronto stated that that type of use would change the Lease amount and change the Land Patent costs, as it would go to a regular pricing program. The regular pricing program would require payment of half the fair market value to get the Patent. Councilperson Edinger stated that one of issues going forward is to get LCDC funding toward the master planning efforts.

MOTION: Motion by Edinger, seconded by McEvers to authorize the Parks Department to advertise a Request for Qualifications from Land Planning Companies to prepare a Four Corners/BLM Master Plan.

DISCUSSION: Councilperson Gookin stated that he has a problem with LCDC funding, as he believes that the purpose of LCDC is economic development, removing blight, or creating jobs. He does not believe this is appropriate and is being used as a tool of convenience and should be funded

by the City. Councilperson McEvers believes that LCDC does public space such as parks along the river and trails and believes this is appropriate for LCDC funding.

Motion carried with Gookin voting no.

Doyle's Warehouse Sound Study

Councilperson Edinger stated that this item was approved unanimously by the General Services Committee. He clarified that there were several other companies that submitted proposals, but this one was agreed upon by the neighborhood. The neighborhood representatives stated that they would agree to abide by the findings of this company.

MOTION: Motion by Edinger, seconded by Gookin to approve expenditures not to exceed \$7,000 for a sound study of Doyle's Warehouse through JGL Acoustics.

Motion carried.

PUBLIC HEARING: (Quasi-Judicial) ZC-1-13 Lot 1, Block 3, Landings at Waterford 10th Addition, zone change from R-3 and C17L to R-8.

Mayor Widmyer asked if there were conflicts of interest or ex parte communication that should be disclosed. Councilperson Evans stated that she was serving on the Planning Commission when this item came forward and she will base her decision on the testimony provided tonight.

Staff Report: City Planner Tami Stroud stated that this is a zone change request to rezone property from R-3 and C17L to R-8. She provided a description of the property and clarified that a portion of the land was original zoned C17L and the other portion was zoned R-3. The applicant has requested a change for both portions of land to R-8, which is consistent with the properties to the north. She reviewed the Findings that need to be made by the Council and clarified that there were no conditions recommended by the Planning Commission. Councilperson Edinger asked if there was a response received from the School District. Ms. Stroud stated that the City did not receive any comments.

Mayor Widmyer read the rules for the Quasi-Judicial hearing.

APPLICANT: Drew Dittman, Coeur d'Alene, stated that he felt the Findings were clearly covered. He stated that the Landings Subdivision was discussed in 2003, and at that time they proposed 1100 residential units, with a large 10 acre park in the middle of the subdivision. That park is now fully developed. There were two commercial components outlined, one of which has been developed. The second commercial location was planned to be on the opposite side of the development, along Huetter. The Highway District conducted a Huetter bypass study, and determined that they will not allow access to Huetter Road, which will not work with the proposed commercial use. Mr. Dittman clarified that the rest of the development has been built out. The two pieces of land requested to be rezoned are the last remaining undeveloped pieces. The density will increase with additional residential units in the residentially zoned area, and will lessen in the C17L zoned area.

Councilperson McEvers asked if they had developed any multifamily housing. Mr. Dittman stated that they had several already constructed. Councilperson McEvers asked if there was enough sewer capacity for this density. Mr. Dittman stated that this area is part of the Huetter interceptor area, so there is an additional cost at building permit issuance. Councilperson Edinger asked how many units can be built on this property. Mr. Dittman clarified that they would be able to build 58 single family units.

PUBLIC COMMENT: Mayor Widmyer called for public comment with none being received.

MOTION: Motion by McEvers, seconded by Edinger that ZC-1-13 Lot 1, Block 3, Landings at Waterford 10th Addition, zone change from R-3 and C17L to R-8 be approved, and to direct staff to prepare the Findings and Order.

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

RECESS: **Motion** by Gookin, seconded by McEvers to recess to February 27th at 12:00 Noon at the Library Community Room located at 702 Front Avenue for a City Council Workshop with LCDC regarding the Annual Report. **Motion carried.**

The meeting adjourned at 7:02 p.m.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

DATE: FEBRUARY 26, 2014
TO: MAYOR AND CITY COUNCIL
FROM: PLANNING DEPARTMENT
RE: SETTING OF PUBLIC HEARING DATE: APRIL 1, 2014

Mayor Widmyer,

The Planning Department has forwarded the following item to the City Council for scheduling of a public hearing. In keeping with state law and Council policy, the Council will set the date of the public hearing upon receipt of recommendation.

<u>ITEM NO.</u>	<u>REQUEST</u>	<u>COMMISSION ACTION</u>	<u>COMMENT</u>
SP-6-13	Requested Appeal Applicant: Ann Melbourn Location: Fort Grounds Request: A proposed R-8 Single Family special use permit	Recommended DENIAL	Quasi-Judicial

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **April 1, 2014.**

RESOLUTION NO. 14-006

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 APPROVAL OF S-4-05.M – BELLERIVE 4TH ADDITION, FINAL PLAT, SUBDIVISION AGREEMENT AND SECURITY APPROVAL; APPROVAL OF AN AMENDMENT TO THE FOOD AND ALCOHOLIC BEVERAGE SERVICE AREAS ON PUBLIC SIDEWALKS POLICY; APPROVAL OF AN AGREEMENT WITH SPRINGBROOK SOFTWARE, INC. FOR TRAINING, CONSULTING, AND MIGRATION MANAGEMENT SERVICES; APPROVAL OF A QUITCLAIM AND RELEASE OF NO BID COVENANT WITH ACTIVE WEST BUILDERS, INC.; AND APPROVAL OF SOLE SOURCE EXPENDITURES FOR STREET LIGHTING EQUIPMENT, TRAFFIC SIGNAL EQUIPMENT AND BOLLARDS FOR THE 2014 FRONT AVENUE CENTENNIAL TRAIL IMPROVEMENTS 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 E" and by reference made a part hereof as summarized as follows:

- A) Approval of S-4-05.m – Bellerive 4th Addition, Final Plat, Subdivision Agreement and Security Approval;
- B) Approval of an Amendment to the Food and Alcoholic Beverage Service Areas on Public Sidewalks Policy;
- C) Approval of an Agreement with Springbrook Software, Inc. for Training, Consulting, and Migration Management Services;
- D) Approval of a Quitclaim and Release of No Bid Covenant with Active West Builders, Inc.;
- E) Approval of Sole Source Expenditures for Street Lighting Equipment, Traffic Signal Equipment and Bollards for the 2014 Front Avenue Centennial Trail Improvements 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 E" 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 4th day of March, 2014.

Steve Widmyer, Mayor

ATTEST

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER EVANS	Voted _____
COUNCIL MEMBER MILLER	Voted _____
COUNCIL MEMBER MCEVERS	Voted _____
COUNCIL MEMBER ADAMS	Voted _____
COUNCIL MEMBER GOOKIN	Voted _____
COUNCIL MEMBER EDINGER	Voted _____

_____ was absent. Motion _____.

**CITY COUNCIL
STAFF REPORT**

DATE: March 4, 2014
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: **Bellerive 4th Addition: Final Plat Approval, Subdivision Improvement Agreement and Security Approval**

DECISION POINT

Staff is requesting the following:

1. Approval of the final plat document, a seventeen (17) lot residential development.
2. Approval of the Subdivision Improvement Agreement and installed security for the noted development.

HISTORY

- a. Applicant: Robert Newell
Riverstone Waterfront, LLC
1950 W. Bellerive Lane
Suite 107
Coeur d'Alene, ID 83814
- b. Location: Bellerive Lane, directly south of Beebe Blvd. in the Riverstone development.
- c. Previous Action:
 1. Final plat of Bellerive 1st Addition, March 2008.
 2. Final plat of Bellerive 2nd Addition, June 2008.
 3. Final plat of Bellerive 3rd Addition, March 2010.
 4. Final plat of Belle Starr Addition (adjacent), April 2013.
 5. Final plat of Whitehawk Addition (adjacent), September 2013.

FINANCIAL ANALYSIS

The developer has furnished a cash bond in the amount of \$74,945.00 to cover the cost of outstanding infrastructure improvements that are required for final plat approval.

PERFORMANCE ANALYSIS

The developer has bonded for the outstanding improvements (sanitary sewer, water lateral services, concrete work, drainage facilities) in order to receive final plat approval. The agreement with the developer states that he will have the installations completed by September 1st, 2014. The installation of the agreement and security enables the developer to receive final plat approval and sell platted lots, however, building permit issuance will not be allowed until the infrastructure installation has been completed.

DECISION POINT RECOMMENDATION

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

BELLERIVE 4TH ADDITION

A REPLAT OF LOT 1, BLOCK 1 OF BELLERIVE 2ND ADDITION LYING IN THE SOUTH HALF OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK: _____ PAGE: _____
INSTRUMENT NO: _____

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS N89°39'39"E, SHOWN HEREON AND ON (P. 3) AS THE EAST LINE OF THE BELLEVALE 1ST ADDITION PREPARED BY TAYLOR ENGINEERING, INC. AND FILED AT BOOK K OF PLATS, PAGE 13, RECORDS OF KOOTENAI COUNTY, IDAHO. THE CONVERGENCE ANGLE AT THE NORTHEAST CORNER OF SECTION 10 IS 50'58"27."

REFERENCE DOCUMENTS

- (P. 1) PLAT OF BELLERIVE 2ND ADDITION PREPARED BY TAYLOR ENGINEERING, INC. AND FILED AT BOOK K OF PLATS, PAGE 11, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P. 2) PLAT OF BELLERIVE 1ST ADDITION PREPARED BY TAYLOR ENGINEERING, INC. AND FILED AT BOOK K OF PLATS, PAGE 13, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P. 3) PLAT OF BELLERIVE 2ND ADDITION PREPARED BY TAYLOR ENGINEERING, INC. AND FILED AT BOOK K OF PLATS, PAGE 14, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P. 4) PLAT OF BELLERIVE 3RD ADDITION PREPARED BY ISLAND NORTHWEST CONSULTANTS AND FILED AT BOOK K OF PLATS, PAGE 21, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P. 5) PLAT OF BELLE STARR PREPARED BY TAYLOR ENGINEERING, INC. AND FILED AT BOOK K OF PLATS, PAGE 39, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P. 6) PLAT OF WHITEHAWK ADDITION PREPARED BY LAKE CITY ENGINEERING AND FILED AT BOOK K OF PLATS, PAGE 43, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P. 7) RECORD OF SURVEY PREPARED BY TATE ENGINEERING AND FILED AT BOOK 24 OF SURVEYS, PAGE 44, RECORDS OF KOOTENAI COUNTY, IDAHO.

NOTE

THERE WAS NO ATTEMPT MADE TO SHOW ALL OF THE PHYSICAL FEATURES OF THIS PROPERTY, NOR ANY ASSESSMENTS NOT OF RECORD.

Line #	Length	Direction	Record Data
L1	34.11	N89°39'39"E	(M, P. 3, P. 3)
L2	34.00	N87°29'43"E	(M)
L3	34.00	N89°39'39"E	(M)
L4	13.81	N87°19'41"W	(M, P. 3, P. 3)
L5	35.88	N89°39'39"E	(M, P. 3, P. 3)
L6	146.28	N87°29'43"E	(M, P. 3, P. 3)
L7	47.75	N89°39'39"E	(M, P. 3, P. 3)
L8	52.03	S89°29'47"E	(M, P. 3, P. 3)
L9	90.80	S87°30'17"E	(M, P. 3, P. 3)



SCALE: 1" = 100'

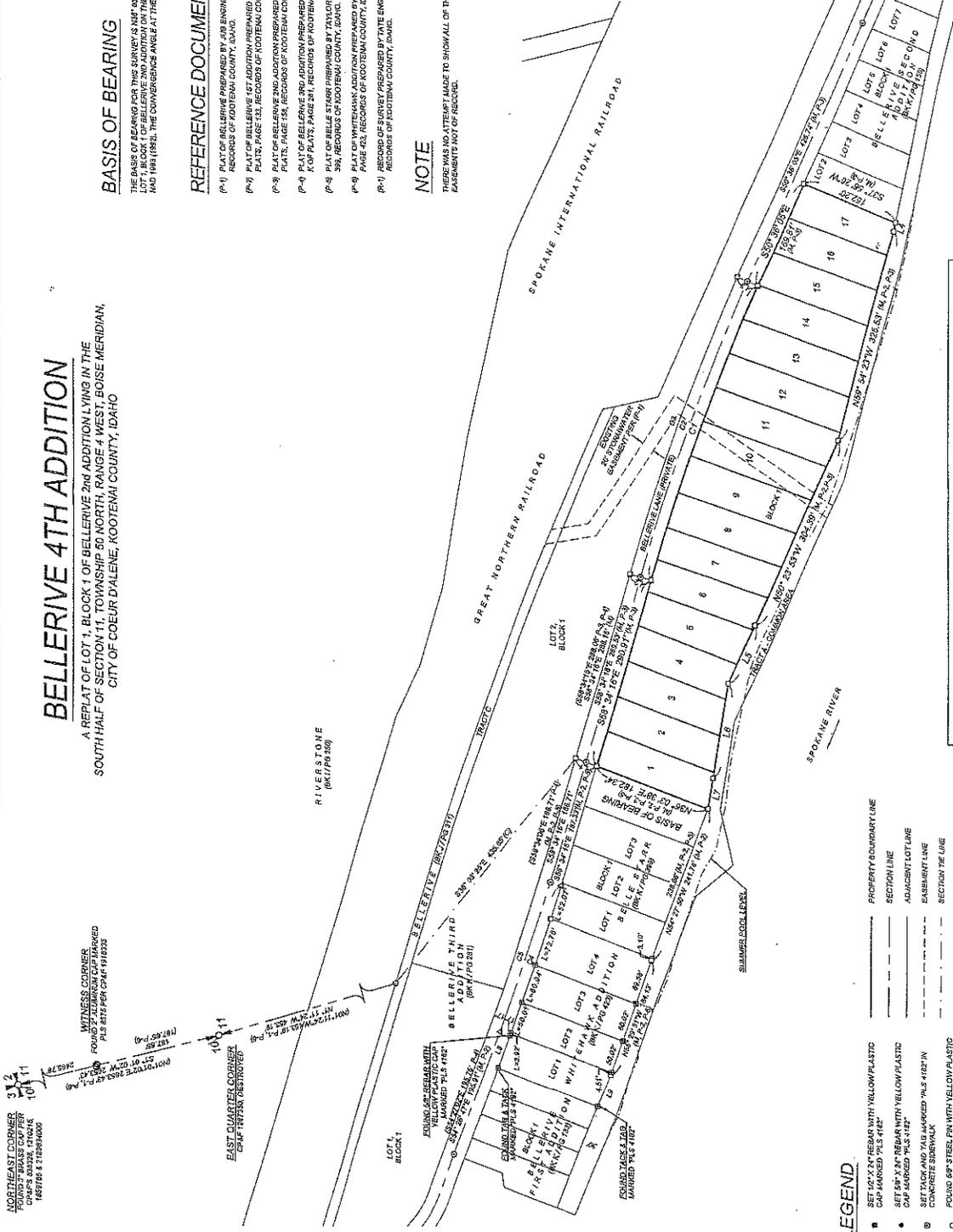
LAKE CITY ENGINEERING

300 N. SCHREIBERWAY, STE. 4
COEUR D'ALENE, IDAHO 83816
PHONE: 234-2200

CHECKED BY: _____
DATE: 12/1/03
JOB NO: LCE 19-02

DESIGN: SHS
SCALE: 1" = 100'
JOB NO: LCE 19-02

3



Curve #	Length	Radius	Delta	Chord	Bearing	Record Data
C1	470.58'	3300.00'	7.9972°	470.29'	N87°35'11"W	(M, P. 3)
C2	472.94'	3400.00'	7.9972°	472.55'	S84°35'11"E	(M, P. 3)
C3	475.31'	3470.00'	7.9972°	474.88'	N86°30'11"W	(M, P. 3)
C4	330.89'	3372.00'	10.723°	328.74'	S85°30'11"E	(M, P. 3)
C5	217.58'	2500.00'	10.723°	215.50'	S85°30'11"E	(M, P. 3)

- ### LEGEND
- SET 10" X 24" REBAR WITH YELLOW PLASTIC CAP MARKED "LS 4182"
 - SET 5/8" X 30" REBAR WITH YELLOW PLASTIC CAP MARKED "LS 4182"
 - SET TACK AND TAG MARKED "LS 4182" IN CONCRETE SIDEWALK
 - FOUND 6/8" REBAR WITH 6-1/4" ALUMINUM CAP MARKED "LS 458"
 - ◇ FOUND 6/8" REBAR WITH 6-1/4" ALUMINUM CAP MARKED "LS 458"
 - ⊙ FOUND 1/2" REBAR WITH YELLOW PLASTIC CAP MARKED "LS 4182" OR AS NOTED
 - ▲ CALCULATED POINT, NOTHING FOUND OR SET
 - (C) CALCULATED TIE LINE
 - (M) MEASURED

AGREEMENT TO PERFORM SUBDIVISION WORK

THIS AGREEMENT made this 4th day of March, 2014, between Riverstone Waterfront, LLC, whose address is 1950 W. Bellerive Lane, Suite #109, Coeur d'Alene, ID, 83814, with Robert L. Newell as Manager, hereinafter referred to as the "Developer," and, the City of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814-3956, hereinafter referred to as the "City,"

WHEREAS, the City has approved, subject to completion of the required improvements, the Bellerive 4th Addition, a seventeen (17) lot residential development in Coeur d'Alene, situated in the South ½ of Section 11, Township 50 North, Range 4 West, B.M., Kootenai County, Idaho, and, has agreed that the final plat may be recorded; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to complete the following public improvements: site grading, concrete sidewalk installation, stormwater drainage facilities and appurtenances, sanitary sewer lateral service lines, potable water lateral services and appurtenances, and, roadway repair, as required under Title 16 of the Coeur d'Alene Municipal Code, on or before the 1st day of September, 2014. Said improvements are more particularly described on the submitted estimate dated January 27, 2014 attached as Exhibit "A", and, shown on the civil engineering drawings titled "Bellerive Fourth Addition Construction Plan", dated February 10, 2014, signed and stamped by Drew Dittman, PE # 11138, whose address is Lake City Engineering, Inc., 3909 N. Schreiber Way, Suite 4, Coeur d'Alene, ID 83815, on file in the City of Coeur d'Alene Engineering Department's office and incorporated herein by reference.

The Developer, prior to recording the plat, shall deliver to the City, security in the amount of Seventy Four Nine Hundred Forty Five and 00/100 (**\$74,945.00**) securing the obligation of the Developer to complete the subdivision improvements referred to herein. The term of the security shall extend a minimum of one year beyond the time within which the improvements are to be completed as provided herein, and, a copy of such security is marked as Exhibit "B" attached hereto and by reference made a part hereof. The security shall be held until the completion and acceptance of the required installations shown on the approved plans. The security shall provide that upon the failure of the Developer to complete the improvements within the time herein provided, the City may demand the installed funds to complete, or, have the improvements completed. In the event the City completes the improvements as a result of the Developer's default, the Developer shall be responsible for any costs that exceed the posted security for the public improvements noted herein.

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

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

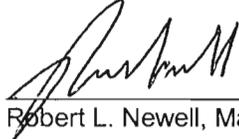
CITY OF COEUR D'ALENE

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

RIVERSTONE WATERFRONT, LLC



Robert L. Newell, Manager

BELLERIVE 4th ADDITION

Date:

1/27/2014

Performance Bonding Estimate					
SIZE	Description	Quantity	Units	Unit Price	Amount
Water Improvements		Water Improvements			
	1" Water Service	9	ea	\$ 1,250.00	\$ 11,250.00
	Remove existing 2" water service	2	ea	\$ 1,000.00	\$ 2,000.00
		Water Subtotal:			\$ 13,250.00
Sewer Improvements		Sewer Improvements			
	4" Sewer Service	10	ea	\$ 1,000.00	\$ 10,000.00
		Sewer Subtotal:			\$ 10,000.00
Hard Surface Improvements		Hard Surface Improvements			
	Sidewalk 5' Concrete	6,713	sf	\$ 3.75	\$ 25,173.75
	Rolled Curb & Gutter	135	lf	\$ 14.50	\$ 1,957.50
	Sidewalk Underdrain	3	ea	\$ 1,500.00	\$ 4,500.00
	Roadway Repair	250	sy	\$ 20.00	\$ 5,000.00
		Hard Surface Subtotal:			\$ 36,631.25
Stormwater Improvements		Stormwater Improvements			
	Dry Wells 600 gal Type A	2	ea	\$ 2,000.00	\$ 4,000.00
	Dry Wells 1000 gal Type B	1	ea	\$ 2,250.00	\$ 2,250.00
	Swale, shaped & hydroseed	1,600	sf	\$ 1.25	\$ 2,000.00
		Stormwater Subtotal:			\$ 8,250.00
		Total COST			\$ 68,131.25

Resolution No. 14-006

STAFF REPORT

TO: CITY COUNCIL

RE: OUTDOOR EATING POLICY

DATE: FEBRUARY 20, 2014

FROM: KATHY LEWIS, DEPUTY CITY CLERK

ISSUE: Should the City Council extend the approved dates in the outdoor eating policy per Resolution 06-033 as amended by Resolutions 06-062,08-015, 10-007, and 10-042 from April 1-October 15 to March 17-November 1?

HISTORY: The restaurants and bars who use the public sidewalks adjacent to their establishments for eating purposes obtain an annual seasonal permit from the City for their use. The Policy states that the permits are valid from April 1st to October 15th annually. The dates allow time in between for the posts to be removed and the sidewalks pressure cleaned and also leaves adequate space for pedestrian travel that does not interfere with snow removal issues. Last fall the owners of establishments met with City Staff including Police, and at that meeting, the request was made to eliminate the seasonal dates altogether. Several other firms asked that the beginning date of April 1st be moved back to March 17th so the tables could be available for the St. Patrick's Day celebrations. Others commented that the October 15th date should be moved to November 1st as the weather in the past few years has been incredibly nice in late October and people wanted to be seated outdoors. I discussed this with the director of the CDA Downtown Association and he had no issues with changing the authorized dates of the permit period, as their clean up could start November 1st. The issue was also discussed with Wastewater, and for this year, there was no opposition, but they would reviewed the sewer capitalization fee before the next season to determine if a change is necessary in the future. The businesses currently pay a sewer cap fee of \$27.94 per seat for the sewer cap fee and will pay an encroachment fee of \$125.00 this season to use the public sidewalks. Several firms also asked that the hours the tables could be utilized be extended and staff is not recommending this change. Under the current policy, the tables and chairs must be stacked and the garage doors rolled down at 11:00 pm to help alleviate noise and congestion moving out into the street.

QUALITY OF LIFE: The tables would be set out earlier by two weeks and if the weather cooperates, could results in more outdoor access helping the business climate.

FINANCIAL: For this season of 2014, the City would still receive the same amount of revenue for the seating. The fee structure for sewer cap fees would be reviewed for the following year. With seasonal weather, especially in March, the tables may not see much impact in increased usage.

DECISION POINT: Should the City Council allow the change in the outdoor eating policy to extend the permit dates from March 17 to November 1?

Overview of Permit Conditions

1. Site plan and seating plan must be approved by City Council
2. The majority of the sidewalk must be left for pedestrian traffic
3. Tables and chairs must be stacked by 11:00 pm
4. Sidewalks must be free of debris and grease
5. There must be a receptacle for cigarettes
6. A 48" pathway must be retained for accessibility
7. If alcohol served. Stanchions and barrier installed at owners expense
8. Tables must abut the building and cannot extend beyond the sides of the business
9. Servers must stay within the confines of the approved area
10. Dates for use approved by City Council
11. Menu must be submitted showing availability of food service
12. Must supply certificate of liability insurance naming City as additional insured
13. Prohibit profane language
14. Enforce no short ,no shoes, no service
15. Enforce containment of alcohol within parameters preventing open container
16. Utilize plastic ware only on dates designated by the City
17. Employ a designated staff member or security during designated days
18. Maintain all exits free of encumbrances or obstructions
19. Remove stanchions and barriers annually at permit expiration

AMENDED
POLICY

POLICY: FOOD AND ALCOHOLIC BEVERAGE SERVICE AREAS ON PUBLIC SIDEWALKS.

PURPOSE: TO ESTABLISH CRITERIA FOR ISSUING ENCROACHMENT PERMITS FOR THE PURPOSE OF ALLOWING THE SERVICE OF FOOD AND/OR ALCOHOLIC BEVERAGES FOR CONSUMPTION ON PUBLIC SIDEWALKS.

Purpose Statement:

The purpose of this policy is to establish the process for issuing annual encroachment permits allowing the service of food and alcoholic beverages for consumption on public sidewalks adjacent to restaurants within city limits. This policy also establishes the guidelines that must be followed by the licensed facility in order to retain the permit. No alcoholic beverages may be sold, served, or consumed at the outdoor eating facility except as may be authorized pursuant to this policy.

Application:

In order to be complete, the application must contain the following information or be accompanied by the following attachments:

1. An indication that that the applicant is seeking a food only or a food and alcohol permit. To qualify for a food and alcohol permit the eating establishment must meet the definition of eating establishment contained at M.C. 5.08.015.
2. If a food and alcohol permit is sought, a copy of the subject eating establishment's liquor licenses (including beer and/or wine) must be provided. Provided however that the applicant may apply for a City liquor license at the same time.
3. A drawing or other visual depiction of the type, layout and number of tables, chairs and the stanchion and barrier system and signage to be used in the encroachment area, if applicable, as well as the width of the sidewalk along the frontage of the eating establishment and all pathway obstructions in the sidewalk across the frontage. For the purpose of this policy, obstructions include but are not be limited to light poles, building facades, trees, tree grates, umbrellas, chairs/benches, tables, partitions, or other street furniture.
4. The appropriate fee as set by resolution of the City Council.
5. The appropriate per seat sewer cap fee.

6. A liability insurance policy, acceptable to the City Attorney, naming the City as an additional insured in the amount of \$500,000 for property damage or bodily or personal injury or death or loss as a result of any one occurrence or accident regardless of the number of person injured or the number of claimants. The policy must remain in effect for the term of the permit and provide for specific notification to the City in the event that the policy is cancelled.
7. The intent of this policy is to allow a restaurant to serve alcohol secondary to their primary business of serving food as a restaurant. Public sidewalk seating areas may not be allowed to function as “beer gardens” or drinking areas whereby they appear to function primarily for the purpose of drinking. For example, if the permittee curtails food service to the encroachment area at 8 pm then alcohol may not be served or consumed after 8 pm inside the permitted encroachment area.

All applications shall be submitted to the City Clerk who will, upon compliance with this policy and other applicable laws and standards, issue the appropriate permit, which shall expire on December 31st of each year.

Design and Layout Standards:

1. The encroachment area must be designed to ensure a continuous 42 inch wide clear passage for pedestrians at a minimum and to ensure that the sidewalk meets ADA standards for accessible routes. In addition, the layout of the encroachment area must ensure that the tables, chairs and any other furniture or structure placed in the encroachment area does not interfere with other sidewalk furnishings or with the ability of a person to exit a vehicle parked at the curb.
2. The design will allow for a small/modest seating area thereby reserving the majority of the sidewalk width for pedestrian travel. A minimum passage of 42 inches will only be approved in situations where a sidewalk is narrow.
3. Outdoor eating facilities located at intersections may not place tables or other vision obstructions within the vision triangle as defined by M.C. 12.36.425.
4. The encroachment area may not extend beyond the side walls of the principal eating facility perpendicular to the street and must be contiguous to the front of the building.
5. Tables placed on side streets may be no larger than 24 inches in diameter.

Food and Alcohol Permit Additional Design Requirements:

6. Approved semi-permanent partitions of the type depicted in this policy must be utilized to enclose the encroachment area. The stanchions must be affixed to the sidewalk by core drilling and placing a socket and cap fixture into the sidewalk with the top of the socket installed flush with the sidewalk. The stanchions must be a minimum of 36 inches tall and no higher than 42 inches and 1.5 to 2 inches in diameter and the socket depth must be at least 4 inches. The stanchions may be spaced no more than 10 feet apart. An approved all weather material rope or light weight chain barrier must be

securely attached to each stanchion and the building façade so as to enclose the encroachment area. The barrier must be attached in taut manner so as to maintain a rigid perimeter. If the top barrier is higher than 36 inches, a second barrier must be installed midpoint between the top barrier and the sidewalk. The stanchion and barriers must be locked or secured in such a manner that will prevent them from being detached or removed without the assistance of the establishment's staff. When the stanchions are removed from the socket, a socket fixture cap must be installed and maintained in a level, secure manner.

7. A sign no smaller than nine inches by twelve inches must be posted at a height of five feet at each exit from the encroachment area. The sign must read: "It is unlawful to consume on these premises any alcoholic beverage not purchased here or to remove any open container of alcohol from the sidewalk eating area."

Conditions of Approval

All permit holders:

The permit, if granted by the City, is conditioned on the permittee maintaining the encroachment area in the manner depicted in the application.

In addition, the permittee must:

1. Take all necessary steps to prevent patrons, and/or employees from encroaching into the required clear passage area.
2. Maintain the encroachment area and surrounding areas in a clean and sanitary manner, including, but not limited to, maintaining appropriate trash receptacles on restaurant property as well as sweeping the full right-of-way on a daily basis. The permittee must also immediately clean any spills, food debris, broken glass and other trash which may accumulate on the sidewalk. Strict compliance with cleanliness standards is required for the public's benefit and the encroachment area and entire business frontage must be cleaned by 7 a.m. each morning. Failure to comply with this requirement will result in loss of permit.
3. Stack all chairs at 11:00 pm and secure in a manner to prevent any use after 11:00 p.m.
4. Not permit any obscene or profane language. Violators must be asked to leave.
5. Ensure that all persons consuming alcohol must remain inside the barrier. No standing outside the contained area and leaning over barrier to consume or serve.
6. Enforce a "No shirt, no shoes, no service" policy for outdoor eating areas.
7. Promptly comply with all requests of a duly authorized representative of the City regarding removal of stanchions, street furniture or glassware in the event the City determines that the use of stanchions, street furniture or glassware creates a public safety hazard.

8. Comply with all other local, state, or federal laws, ordinances, and regulations, including but not limited to health rules, laws pertaining to the sale and consumption of alcoholic beverages, and fire code regulations.
9. Adhere to the dates of the permit which is ~~April 1~~ March 17th through October ~~15~~ 31st annually.

Additional Conditions for Food and Alcohol Permit Holders:

The permittee must:

10. Prohibit the sale or consumption of alcoholic beverages in the encroachment area between the hours of 11:00 p.m. and 10:00 a.m.
11. Take all necessary steps to prevent patrons from leaving the encroachment area with an alcoholic beverage.
12. Must pour beverages from bottles into glass or plastic ware by employees of the restaurant provided that empty bottles are promptly removed. Wine, when purchased by the bottle, may be placed at the table or the wine may be transferred to a carafe. However, any unused portion to be removed from the premises must be packaged in a manner to prevent public consumption or an open container violation.
13. Ensure that all persons consuming alcohol remain inside the barrier which includes no standing outside the contained area and leaning over barrier to consume or serve..
14. Prohibit the use of glassware during the following events or other public events that the City determines creates a public safety hazard due to overcrowding, congestion or other public safety concerns. In the event that the City determines that glassware may not be used the City will endeavor to provide as much notice as is reasonably possible given the then existing circumstances.
 - a. Car d' Lane
 - b. 4th of July
15. Employ a designated person or security person to staff the outdoor sidewalk area during Car d' Lane, Fourth of July celebration dates, as well as any other major event that the City may determine to create a safety hazard due to overcrowding, congestion or other public safety concerns.to ensure compliance with permit provisions, with the City providing as much notice as reasonably possible. .
16. Ensure that all rollup doors and windows abutting the permitted outdoor eating area are closed at 11:00 p.m.
17. Confirm that servers must remain within the contained area and may not wait on or serve customers from the exterior of the barriers.

18. Safeguard that all approved exits remain free and clear from any obstruction including congestion.
19. Guarantee that portable gas appliances are not utilized on or under combustible items, including awnings, balconies etc. or utilized indoors. There may be no indoor storage of the approved gas containers. Any appliance must be a listed device with the approval agency tag attached at all times, have a tilt/tipover switch, and located a minimum of five feet from any building, combustible material, and exits with a guard to prevent a burn.. The container may not exceed twenty pounds, and may not be replaced while public is present, with valves and lines tested for leaks with soap/water mixture before use. Open flame devices may not be utilized.

Denial and Revocation of Permits:

The City may enforce violations of encroachment permits authorizing sidewalk tables and chairs to be placed within a public street, sidewalk, or public right-of-way by in the following manner:

Emergency Temporary Suspension: Any encroachment permit issued pursuant to this article may be temporarily suspended by the Mayor at any time when, by reasons of an emergency, disaster, calamity, disorder, riot, traffic conditions, violation of this article or of any permit conditions, or undue burden on public services, the Mayor determines that the health safety, tranquility morals, or welfare of the public or property requires such temporary suspension. No person shall continue such activity after such notice has been delivered. The temporary suspension shall last no longer than necessary after the emergency has ended.

Written Warning: The City may issue a written notice of violation(s) to a permit holder for any violation(s) of the encroachment permit conditions or any violation of federal, state or local law. The written warning will identify the violation(s) and require the permit holder to respond in writing within five (5) calendar days. The written response is required within five (5) calendar days of receipt of the written warning and must include an action plan and time line to address the violation(s) and address the steps taken to prevent further violations. Failure to respond as required or failure to cure any violation will result in a temporary revocation of the encroachment permit. Acceptable compliance will be determined by the City and/or any designated panel/committee.

Revocation or termination of encroachment permits:

The length of a revocation or the termination of an encroachment permit will be determined by the type of violation, the frequency of violations, the severity of a violation(s), the history of violations, the history of prior sanctions, and the continuing nature of violations as set out below.

Temporary Revocation:

Temporary revocation of an encroachment permit can be for a period not to exceed fifteen (15) calendar days for any of the following:

- Repeat violations of the encroachment permit conditions and regulations from which a written warning has previously been issued; or
- Any violation or violations listed in the criteria for encroachment permit revocations or termination section;

Short Term Revocation:

Short term revocation of an encroachment permit can be for a period not to exceed thirty (30) calendar days for any of the following:

- Circumstances which would warrant a second “Temporary Revocation” within a three (3) month time frame; or
- Any violation or violations listed in the criteria for encroachment permit revocations or termination section;

Long Term Revocation:

Long term revocation of an encroachment permit can be for a period not to exceed one-hundred twenty (120) calendar days, for any of the following:

- Circumstances which would warrant a third or successive “temporary”, or “short term” revocation within a six (6) month time frame; or
- Any violation or violations listed in the criteria for encroachment permit revocations or termination section;

Termination of Encroachment permits.

The City may revoke an encroachment permit indefinitely for:

- Circumstances which would warrant a second or subsequent “long term” or Short term” revocation within a six (6) month time frame; or
- Any single incident of sufficient magnitude to warrant such termination.

Criteria for encroachment permit revocations and termination:

The following list includes, but is not limited to, incidents and acts that may be used to support findings to justify a warning, revocation or termination of an encroachment permit:

- An encroachment permit may be revoked for any violation of the specific encroachment permit conditions as listed on the permit and permit regulations; or
- Over service of alcoholic beverages to any one person, regardless of how many beverages served;
- Service of alcoholic beverage to a person under the 21 years of age;
- Any incident wherein the permit holder or his employees allow an atmosphere of civil disturbance to occur on the public right-of-way;
- Any intentional act occurring on or being initiated on the permit holder’s premises which results in serious physical injury to or death of a person;
- Any criminal or civil violation of the statues and rules regulated by the Alcohol Beverage Control division of the Idaho State Police, whether or not criminal charges are initiated.
- Any violation of the life safety or fire code, whether or not criminal charges are initiated.
- Any incident where a person or persons identified as having consumed alcoholic beverage(s) on the permit holder’s premises, which involves:
 - an act of aggression in which any object is thrown or used as a weapon in any manner; or
 - an act of aggression towards Law Enforcement and/or any other Emergency Responder; or
 - any act of civil disturbance, or inciting a civil disturbance or riot.

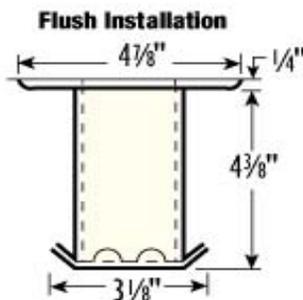
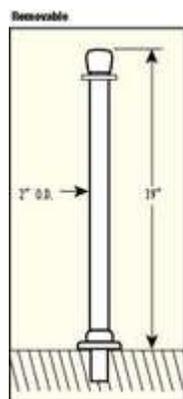
- Any incident occurring on the permit holder's premises, or in the immediate vicinity of the permit holder's premises, having been initiated on the permit holder's premises, or by persons at, or exiting from the permit holder's premises,
 - resulting in criminal charges amounting to a misdemeanor and/or a felony; or
 - Any verbal and/or physical altercation involving any person or persons who have been served alcohol at that premises immediately prior to the altercation, and/or whom have clearly been over served alcohol, whether at that establishment or another, whether or not criminal charges are initiated in any form, or
 - Any incident by persons identified as having consumed any alcoholic beverage on the permit holder's premises resulting in the issuance of a citation for a violation of federal, state or local law constituting a misdemeanor crime.
- Repeated complaints or reports of incidents where the permit holder has allowed an environment wherein patrons, seated in the outdoor seating area, or inside the actual premises but with any door/garage door open affording verbal access to pedestrians, make crude, sexually oriented, sexually suggestive or provocative, personally derogatory comments or any lewd behavior and/or gestures to pedestrians.

Appeal, notice, hearing and decision.

Upon the revocation of the encroachment permit the permit holder may appeal by filing notice of appeal within 72 hours or two (2) business days, whichever is greater, with the city clerk,. Upon the filing of such notice of appeal, the city clerk shall set a time and place for hearing and shall notify the appellant thereof. The appeal hearing shall be set within thirty (30) calendar days after the request for hearing is filed. At the hearing any person may present evidence in opposition to or in support of the appellant case. At the conclusion of the hearing, the city council shall either grant or deny the appeal, the decision of the city council shall be final.

Suggested Installation :

Typical Stanchion and Socket:



CRITERIA CHECKLIST

1	Is site swept clean and all debris and grease removed , leaving sidewalk clean before 7 a.m. daily	
2	Is the site monitored to ensure all building exit/entrances remain clear	
3	Is all alcohol removed from tables by 11:00 p.m.	
4	Is the site monitored to ensure no patrons leaving enclosed area with alcohol	
5	Is sidewalk monitored to ensure no encroachment past the designated permit area for free pedestrian passageway meeting federal ADA compliance	
6	Are all tables and chairs stacked and secured at 11:00 p.m.	
7	Are patrons using profanity or or obscene language asked to leave	
8	Are all chains, barriers etc. in good condition and attached to building	
9	Is the sign at the exit point in place stating alcohol must be purchased here & consumed here and may not be removed from the permit area	
10	Are trash receptacles in place	
11	Is the no glass rule adhered to during Car d' Lane, Fourth of July and other City designated events	
12	If open doors, is music volume turned down at 10 p.m.to adhere to City Code noise ordinance	
13	Are all patrons wearing shirt and shoes	
14	Are persons appearing intoxicated promptly removed from premises	
15	Are servers trained to recognize over-serving and stop serving that patron	
16	Are belligerent and rowdy customers removed from premise	
17	Are known trouble makers refused entrance	
18	Is Staff familiar with reasons for permit revocation or renewal denial	
19	Are garage doors, large windows closed at 11 p.m.	
20	Is congestion removed from exits and passageways clear in the event of an emergency, even during disbursement at closing time?	
21	Is an effective monitor assigned to outdoor seating area during Car d 'Lane , Fourth of July and any other major events to be determined by City with notification supplied to business	

**GENERAL SERVICES_COMMITTEE
STAFF REPORT**

DATE: 2/24/2014
FROM: Kirk Johnson – Information Systems Division
SUBJECT: **Springbrook Software Migration From v6.02 to 7.05.**

DECISION POINT:

Approval of Springbrook Software Version Seven Migration Agreement.

HISTORY:

The City has been using Springbrook software Version 6.02 since 2003. This software is a “lifeblood” application for the City, as it coordinates Payroll, Utility Billing, Accounts Payable, General Ledger, and portions of Human Resources. There have been no major version software updates from the install date until now.

FINANCIAL ANALYSIS:

Estimated cost to migrate to Springbrook Ver 7.05 is \$21,040. Negotiations have brought us to this number from original costs of \$39,450. The estimate does not include travel or training expenses (for on-site training), which are estimated at an additional \$8096. Funding would be covered by Wastewater, Water, the Drainage Utility System, and General fund through an equal, 4-way split. Once the migration (upgrade) is completed, our annual maintenance agreement with Springbrook will be reduced by 25%. Annual maintenance is currently \$34,152. The new annual maintenance cost will be \$26,098 after the migration is completed. This will provide an annual savings of \$8054. The last round of negotiating with Springbrook did not finalize until the middle of October 2013, which did not allow for the City to budget within FY 2013-2014. Current performance issues with the software, which will be cured with this update, are causing a need to accelerate the purchase of this update prior to the start of next fiscal year.

PERFORMANCE ANALYSIS:

The current system uses database technology that was released in 1999, and is incapable of taking advantage of newer multi-processor systems and memory. A recent expansion of the database for V6.02 is showing signs that we have reached the limits of what we can expand it to.

The performance issues with Springbrook have begun to impede normal workday productivity for many users, and is focusing the need to accelerate the migration. Examples of some problems are as follows:

- Incomplete reports
- Programs error out when attempting to retrieve data
- Long waits for simple account lookups
- Unresponsive clients.

Springbrook Software’s solution for our problems is to upgrade to the newer version that can use a Microsoft SQL server as the underlying database. Approval of this software update will allow the City to realize savings in annual maintenance costs and improve employee productivity by resolving current performance deficiencies.

DECISION POINT/RECOMMENDATION:

Approve Springbrook Software Version Seven Migration Agreement.



Investment Proposal
V6.02 to V7 .NET Migration
for
City of Coeur d' Alene, ID

December 12, 2013

Springbrook Software

Ron Schlitzkus

Installed Account and Migration
Manager

866.256.7661 - toll-free: ext - 6287

503-820-6287 – Direct

Ron.Schlitzkus@sprbrk.com





EXECUTIVE SUMMARY

The City of Coeur d’Alene, ID has been a Springbrook client for many years and we are looking forward to continuing that relationship for many more years. Springbrook has created a proposal to migrate the City of Coeur d’Alene to the latest release of software, bringing the City to a version that is approximately 17 releases and several technology updates advanced from the version currently in use by the City.

We understand that these are difficult economic times for everyone and we want to do everything we can to make the migration quote as attractive as possible to the City of Coeur d’Alene. One benefit to being with Springbrook is that payment of license fees is not required when you update your system.

Summary of Migration Investment Analysis

Training/Consulting - Existing Processes	\$	11,040.00
Migration/Conversion Services	\$	10,000.00
Custom Code and/or Additional Post Migration Consulting/Training	\$	-
Progress to SQL Conversion	\$	-
Total Migration Investment	\$	<u>21,040.00</u>

We continue to be committed to serving local governments and have been doing so for over 28 years. In fact, we are proud to call our very first client a current client. We look forward to maintaining that type of long standing relationship with the City of Coeur d’Alene as well. Please let me know if you have any questions.

V7 .NET Migration Proposal

Customers who chose to migrate from our client-server version (V6) to Springbrook Software's .NET (V7) software are provided with the base software modules that are currently covered under a software maintenance agreement at no charge. However, services associated with the actual upgrade, such as Consulting and migration management services (project management, technical, programming, business analysis, custom code reduction review) and requests by client for Springbrook Software to rewrite any custom software to operate in the .NET environment are outside the scope of the customer's annual software maintenance agreement. Springbrook will provide and invoice these services on a fixed bid basis.

A successful migration of the Springbrook application and database to V7 requires close teamwork between each of our respective organizations. During this process you and your staff will be working with nearly every department within Springbrook's organization. Staffing resources from the following departments will play a major role in your migration:

- Sales/Marketing
- Implementations
 - Project Management
 - Consulting/Training
- Programming
- Conversions
- Quality Assurance
- Technical Services

The professional service fees identified in this Agreement are described on the following pages and include:

- Migration Management Services
- Migration Consulting/Training
- Initial Custom Code Review for this proposal (if applicable)
- Custom Code Reduction Review Services (if applicable or requested)
- Data Conversion
- Technical Service for installation of the new database release and new .NET release

Migration Management Services:

Our goal is to provide your organization with the highest quality products and services during your migration, and to strive for minimal disruption to normal business operations during this process.

Migration Management Services may include, but are not limited to, the following:

- Project Management to plan, schedule and track the complete migration process
- Programming Resources to map and convert data.
- Project Management to maintain communication with client, both verbally and in writing, regarding schedules, tasks and events throughout the process.
- Project Management to schedule and manage internal resources of support, programming, technical services, and Consulting/Training.
- Technical consultation and services to assist client in assuring adequate hardware configuration for maximum performance with V7 (.NET).
- Technical services to create, ship and assist in installing the latest software application files on the server.
- Technical services to order and assist in installing the latest database manager software at the client's site.
- Technical services to copy and retrieve the existing data, migrate to V7 (.NET), then install the newly upgraded data back to the client's site.
- Scheduling and coordination of on site, classroom, or web-based Consulting/Training covering the changes in the software from V6 to V7 (.NET).
- Project Management, Programmer and Business Analyst review of third-party software integration points if applicable
- Quality Assurance Testing and Documentation
- Post Migration Transition Services.

EXAMPLE PROJECT TIMELINE

Migration Project Outline

*NOTE: Project Outline assumes all available resources available in a sequential event. Depending on the inclusion of a testing phase, a migration project typically has a 10 - 18 week project run time from Planning Phase through Go-Live Phase.

Pre-Migration	Location	Responsible Agent	Project Milestone
Signed Contracts	Remote	Sales & Contracts	Yes
Migration Team Welcome Call	Remote	Sales, PM & Client	Yes
Detailed Custom Code Analysis	Remote	Programming	
Consultant\ Business Analyst Review	Remote	Consultant & Client	
Contracts and Questionnaire Review	Remote	Migration Team	
Project Assignment	Remote	PM	
Scheduling Call	Remote	PM & Client	Yes
Planning Phase			
Kick-off Call	Remote	PM, Consultant & Client	Yes
Project & Sales Survey Review	Remote	PM, Consultant & Client	
Hardware & Software Review	Remote	PM & Client	
Initial Programming Data Pull and Test Upgrade	Remote	Programming	
Enterprise Software Install	Remote	Programming	
Setup & Training Phase			
Live Overview (Navigation & Security)	Remote	Consultant & Client	
Programming Custom Code Rewrites	Remote	Programming	
System Configuration with Client Data (Users, Security, Test Checks & Statements)	Remote	Consultant & Client	Yes
Consultant In-House Testing	Remote	Consultant & Client	Yes
Processing Video Overviews (Module specific processes)	Remote	Client	
Parallel Phase (if necessary)			
Programming Data Conversion	Remote	Programming	Yes
Load System Configurations	Remote	Consultant	
Processing Assistance & Training	On-site	Consultant & Client	
Project Status Call	Remote	PM, Consultant & Client	Yes
Go-Live Phase			
Programming Data Conversion	Remote	Programming	Yes
Load System Configurations	Remote	Consultant	
Processing Assistance & Training	On-site	Consultant & Client	
Project Status Call	Remote	Client, Consultant, PM & Transition Services	Yes
Transition Phase			
Transition Services Weekly Calls	Remote	Transition Services & Client	Yes
Follow-up Training and Expanded Features on V7	Remote/On-site	PM, Transition Services & Client	Yes

Migration Consulting:

While work behind the scenes is a critical component to a successful migration, so too is the Consulting/Training your organization will receive from an accredited Springbrook trainer. Each migrating client will require varying degrees of Consulting/Training based on which version your organization is migrating from, coupled with the collection of modules actively used within your organization.

Training and Consulting Services may include, but are not limited to, the following:

- Consulting and Training services include a “train the trainer” approach so that your key staff members are well versed on how to properly use the new application for their current business processes, which in turn will allow them to train occasional or infrequent users when the need arises.
- Onsite sessions for your go-live week with experienced staff in each of the respective suites.
- Remote training sessions before and after the go-live event.
- Data validation services and assistance in securing new copies of files for initial review.
- Initial telephone conferences regarding planning and configurations, set-ups.
- Webinars on additional features.
- V7 Overview Sessions.
- Transition staff resources to augment the training and provide directed support services.

Initial Custom Code Review for this proposal

If your organization has custom solutions that Springbrook Software developed, our programming staff has conducted an initial high-level review of the custom code that we maintain on file for your organization. We have included budget figures based on the City’s custom solution(s) being re-written to operate in a V7 .NET environment. While it is our intent to continually add new standards to the application, not every custom solution written on behalf of your organization has the potential of being eliminated. For items which will require you to implement new business processes, the fees associated with the rewrite will be reallocated to services.

Custom Code Reduction Review Services (if applicable or requested):

Springbrook understands that the customization figures associated with ongoing maintenance services may not be concrete enough for your organization to secure project and budget approval. Recognizing this, Springbrook is able to offer a detailed custom code review upon written notification that your organization would like to proceed with a migration to V7. Since customization is often material, jointly investing time in this area to identify whether standard V7 functionality delivers the same or better results, can result in reduced annual maintenance associated with custom rewrites. **There is no up-front fee for performing this service** and effectively, in a good-faith effort, Springbrook is fronting your organization services that are part of the migration management services component of quotation. Depending on the level and complexity of customization, a significant amount of effort on both of our parts may be required for a successful outcome. During the normal course of the project, all other custom code will be closely evaluated and significant emphasis will be placed on trying to utilize standard V7 functionality to eliminate as much of the custom code as possible.

For this review to be scheduled, a Springbrook Project Manager will be assigned to oversee this pre-contract component of the project. Depending upon the number of programs and level of customization, we may assign and schedule a pool of resources which could include programming staff, business analysts, trainers and consultants to completely review each custom solution and determine whether or not it is a standard function in V7 or whether an alternate means exists that delivers the same, or better result. There will likely be multiple conference calls, webinar demonstrations and emails required between our organizations and all communication will be funneled through Springbrook's assigned Project Manager to ensure the appropriate resources are scheduled, timelines met and communication conveyed to the main point of contact within your organization. For each program that may need to be rewritten, a statement of work will be generated.

Middle Tier Licensing: As part of the migration, the legacy product that utilized a Progress V9 Middle tier has been replaced by new more dynamic technology. As part of this technological change we have retired the Progress components, and concurrent V6 licenses are converted to named users for an equal number. The designations of user types on the new platform are below:

Named User (1): 1 Named users can access the system on average more than 2 hours per week.

Access Agent (1): 1 Access Agent allows up to 100 people access the system for less than 2 hours per week on average.

Additional Migration Information:

- Migrations are managed by a Springbrook Project Manager (PM). They will act as your main point of contact for all scheduling and questions.
- The costs quoted do not include travel expenses for Springbrook staff members. The Consulting/Training for each application is fixed price. Any services that exceed scope will be formally proposed and accepted in advance in writing by City of Coeur d'Alene.
- Migrating to V7 will allow the use of Microsoft Windows, XP, Vista and Windows 7 operating systems.
- There will be no increase in annual maintenance costs for the standard products/modules licensed to the organization when migrating to this new version of the application. However, standard increases may apply in accordance with the Software Maintenance Agreement (SMA). Any custom solutions that remain in place post-migration that are not currently under maintenance may be subject to maintenance post-migration.
- Any custom solutions that are currently under maintenance that are rewritten to operate in V7 may be subject to a maintenance increase (not to exceed 10% of current amount).

Next Steps

Springbrook's review of this information with your organization

After you receive this proposal, Ron Schlitzkus, Installed Account Manager, will schedule a phone appointment to explain the contents of the proposal in further detail and to answer any questions. He may also be reached at ron.schlitzkus@sprbrk.com or 1-866-256-7661 ext. 6287 or directly at 503-820-6287.

Optional Complimentary & Educational Webinars

If you, or other members of your organization, have not had the opportunity to participate in a complimentary and regularly scheduled *V7 Informational Webinar* to learn more about the features and benefits of Version 7, please visit the Client Services Center of our website at <http://www.sprbrk.com/center/index.html> to see a list of upcoming sessions or contact Kelly Nissl at kelly.nissl@sprbrk.com. Springbrook also offers personalized webinar sessions to answer specific questions for your organization. Ron Schlitzkus is available to help coordinate these personalized sessions, or sessions for other modules and services that your organization may be considering acquiring.

Executing a Migration Agreement

When your organization is ready to move forward with a migration, please execute the form below, and return pages X to X.

Scheduling Your Migration

Within approximately two weeks of receiving your signed agreement, you will receive either written or verbal correspondence from a member of our Implementation Department to schedule an introduction call. Migrations are scheduled by your assigned Project Manager on a first come, first serve basis upon receipt of the signed contract. Please keep in mind that based on the time of the year, it may be six or more months before the on-site portion of the migration event takes place. In fairness to our other clients, we are unable to hold or block weeks on a calendar until we have an executed agreement in place, and detailed discussions between Springbrook's Project Manager and your assigned Project Manager have been held.

Migration Conclusion

Your original investment in Springbrook Software has been protected through the development of Version 7. With significant input from many of our clients, Springbrook has developed the next generation of software that will serve you, your stakeholders, and your constituents for many years to come. Version 7 (V7) provides an easy to deploy, easy to use and easy to access product. With the optional web-based and real-time interface modules we've introduced, your organization can also extend 24/7 service to your constituents for secure inquiry and payment options. And your employees will have the ability to remotely log time, view and print pay-stub and W2 information or complete open enrollment. We continue to solicit and implement ideas from our clients and continue to introduce new and powerful features into V7 each day. We value and thank you for your continued business and look forward to working with your team on this exciting project.

SERVICE FEES:

V6.02 to V7 (.NET) Migration Pricing for: City of Coeur d'Alene, ID

Application/Products	Bdgt for Custom Code Rewrite	Training & Consulting
Finance Suite (GL, AP, ACH, Bank Rec, Bdgt)		\$2,300
Standard Federal/State Reporting		Included in FS
AP Electronic Check Signature		Included in FS
Payroll		\$2,300
Decentralized Time Entry with Elec. Approval		Included in PR
PR Electronic Check Signature		Included in PR
Human Resources		\$1,840
Fixed Assets		\$460
Central Cash Management/Point Of Sale		Included in FS
Utility Billing Suite	\$3,500	\$2,760
Service Order Request Management		Included in UB
Meter Inventory and History		Included in UB
Standard Meter Reading Interface		Included in UB
Special Assessments	\$0	\$1,380
Sub Total Trng, Consulting and Custom ReWrite:	\$3,500	\$11,040
Discount	-\$3,500	
Migration Management Services	\$10,000	
<i>Pre Migration Project Management</i>		
<i>Detailed Custom Code Analysis</i>		
<i>Pre-Training Prep., Testing, Data Validation & Quality Assurance</i>		
<i>Technical and Network Services</i>		
<i>Post Migration Project Mgt & Transition Services</i>		
Sub Total Project & Migration Mgt. Related Services:	\$10,000	
Professional Services - Post Migration Progress to SQL Conversion	\$1,800	
Middle Tier - App. Server License (Qty 20) - List Price of V10	\$13,000	
Progress User License (Qty 20) - Trade-In Value of V9 Lic	-\$13,000	
Sub-Total - Opt'l Progress to SQL Database Conversion*	\$1,800	
Discount if Progress to SQL conversion selected	-\$1,800	
Total Estimated Project Costs	\$21,040	

Prices Valid for 180 Days from: 12/12/2013

20 - Named Users (Application Server)

Pricing is based on standard contract - deviation from standard contract terms may result in modified prices.

Training will be invoiced at actual at \$150/hr. Training and Consulting time includes all time, onsite and remote, that Software consultants and other Springbrook resources expend on this engagement. Training and consulting amounts above are Estimates, your organization will only be invoiced for the actual hours of training and consulting time used.

Training Estimate does not include travel time or expenses.

CUSTOM CODE:

Springbrook V6.02 to V7 .NET Migration Pricing City of Coeur d'Alene, ID						
Program ID	Description of Custom Code to be ReWritten (If Required)			Prog Estimate		
v6 File Name	Location	Description	V7 Analysis	Hours	Suggestion	
Utility Billing						
UB-Billing Statement.PRL	UB>New/Final Billing>Statements	Custom 4 to a page	Standard in V7	4.00	Remove	
UB-Past Due Statement-1.PRL	UB>Past Due>Statements	Custom door hanger	Standard in V7	4.00	Remove	
UB-Past Due Statement-2.PRL	UB>Past Due>Statements	Custom 48hr Notice	Standard in V7	4.00	Remove	
UB-Past Due Statement-3.PRL	UB>Past Due>Statements	Custom of pending collection	Standard in V7	4.00	Remove	
p-ub493p.r	UB > New Billing > Statements	Custom billing statement procedure. Breaks out their custom imported manual waste management bills and displays them in detail on the statement.	Non-Standard V7, the four to a page statement can only handle the first four services like in v6. The standard statement will bundle all other services like the stormwater and garbage in a service named other charges. Reating this custom will also force a retention of the billing statement.	4.00	Remove	
w-ub220u03.r	UB > Maintenance > Account > Open an account > Lot Tab	Disabled the ability to edit the misc 6 field on the lot. That field is now used to reflect the "ERU" for the lot that the account is on. Once the "Impervious Size" field is updated, the Misc_6 on the lot field is updated, as well as the special multiplier field on the Rate Code "STWC".	Non-Standard in V7. This custom will require some analysis on how the city's business process can allow us to implement this differently. V7 implements different custom methodologies.	6.00	Retain	\$750.00
w-ub493f.r	UB > New Billing > Statements	Custom billing statement procedure. Breaks out their custom imported manual waste management bills and displays then in detail on the statement.	Non-Standard V7, the four to a page statement can only handle the first four services like in v6. The standard statement will bundle all other services like the stormwater and garbage in a service named other charges. Reating this custom will also force a retention of the billing statement.	4.00	Remove	
w-ub408r.w	UB > Meter Readings > Import	Creates Service Request records if necessary.	Standard in V7	6.00	Remove	
w-ub409r.w	UB > Meter Readings > Export	Customized to export Delete account info if a toggle is checked. Also, modified the high and low reading variables to export as 0 if they are negative numbers.	Standard in V7	6.00	Remove	
w-ub301u.w	UB > Cash Receipts > Import	Customized import for USBank cash receipts.	There is a Standard US Bank import but the layout does not match the custom that they currently have.	2.00	Retain	\$250.00
w-ub420s.w	UB > Cash Receipts > Input Additional Billings	Modified to allow calling of their Custom Waste Management manual bills.	Non-Standard in V7	2.00	Retain	\$250.00
D-UB421S.W	UB > Cash Receipts > Input Additional Billings > Import File	Complete Custom Import procedure of Waste Management Bills for the Entering Manual billings process.	Non-Standard in V7	8.00	Retain	\$1,000.00
UB-BILL2.I	UB > New Billing > Generate	Created custom procedure "Bill_For_Credit" that calculates a credit back to the account during service rate billing, if they have the account Misc_6 toggle selected, and they have a billing detail line created for the service rate "STWC". The credit is based upon the decimal amount on the service detail line for service code "STWCR" in misc_2. The decimal amount is multiplied against the bill detail for "SWTC" and then credited to the account.	Non-Standard in V7	10.00	Retain	\$1,250.00
Sub-Total UB				64.00		\$3,500.00
Misc. A/R						
SA-Bills.PRL	SA > Generate Bills > Print Bills	Added Coeur DAlene City Logo Above bill Date Inserted 2 new lines Description (From the lot table) and Subdivision (also from the lot table) Copied the description (Of the assessment) to the payment stub area Removed the Interest on, Assessment Total, and Interest to Date lines from the body of the bill	Standard in V7	8.00	Remove	
Sub-Total A/R				8.00		\$0.00
GRAND TOTAL ALL CUSTOM				72.00		\$3,500.00

* Note: During the Migration Springbrook will work with you to operate your business in the V7 environment using standard features and functions, thus eliminating custom code wherever possible. In the event that we are able to eliminate custom code, dollar values quoted will be used for consulting on alternative business practices or training, within 60 days of Go-Live.

** Note: Using feedback from many customers, Springbrook understands that during the initial Consulting/Training many clients are only able to dedicate resources to getting the V7 required features live. Because of this they have been unable to learn all the new value added features available to improve business efficiencies and leverage the full functionality of their new solution. This Post Go-Live Review and Consulting/Training will be provided within 60 days after Go-Live and includes a review of how your staff is currently utilizing V7 as well as Consulting on the new features and functions in V7.

MAINTENANCE:

Annual Subscription & Maintenance for: City of Coeur d'Alene, ID

Application/Products	Current Annual Maintenance until 9/30/2014	New Annual Maintenance following V7 Mig.
Finance Suite (GL, AP, ACH, Bank Rec, Bdgt)	\$5,574.53	\$4,180.90
Payroll	\$5,078.47	\$3,808.85
Human Resources	\$2,987.33	\$2,240.50
Fixed Assets	\$1,792.41	\$1,344.31
Central Cash Management/Point Of Sale	\$2,240.50	\$1,680.37
Utility Billing Suite	\$7,468.20	\$5,601.15
Standard Meter Interface	\$710.85	\$533.14
Special Assessments	\$2,240.50	\$1,680.37
Middle Tier User Licenses	\$3,909.73	\$3,909.73
Custom Waste Mgmt Import	\$159.95	\$159.95
Custom UB ERU Import	\$319.90	\$319.90
Custom Sensus Import/Export	\$319.90	Removed
Custom SA Statement	\$319.90	Removed
Custom Billing Statement	\$213.27	Removed
Custom Waste Mgmt Report	\$106.63	\$106.63
Custom UB Lockbox	\$710.85	\$533.14
Total Billed Annually	\$34,152.92	\$26,098.94

Note: New Annual maintenance will become effective on the new annual renewal following V7 Go-Live.

PAYMENT TERMS

City of Coeur d'Alene, ID

0% Interest Payment Option

(0% interest financing promo will expire 1/1/2014)

Amount Due

Training, Consulting & Migration Management Services

2% Trng/Migration Mgt. Downpayment invoiced and due upon signing of contract	\$	421
13% Trng/Migration Mgt. Invoiced and due by June 15, 2014	\$	2,735
25% Trng/Migration Mgt due by August 15, 2014	\$	5,260
25% Trng/Migration Mgt due by October 15, 2015	\$	5,260
25% Trng/Migration Mgt due by October 15, 2016	\$	5,260
10% Rem Balance of Trng/Migration Management due on Oct. 15, 2017	\$	2,104
Sub-Total Training, Consulting, Migration Mgt, DB Licenses:	<u>\$</u>	<u>21,040</u>
 GRAND TOTAL:	 <u>\$</u>	 <u>21,040</u>

*Total Project Costs do not include Travel and Travel expenses..

This Order Form shows applications Client has purchased and the amount charged for each, the cost for implementation services, and the accompanying current maintenance costs. By signing the Order Form, Client is agreeing to purchase these applications under the umbrella of the original master agreement and the associated addenda in addition to any terms described in this agreement to be executed between Client and Vendor and to the prices contained herein. Pricing is based on standard contract. Deviations from standard contract terms may result in modified prices. Order Form assumes all products to be implemented under the scope of a single project. Client caused project delays or requests to implement modules separately may require a change order and additional services fees. Training and Business Process Study (BPS) Estimates do not include travel time or travel expenses. **Investment will vary based on number of users, servers and GB being backed up. Electronic Signatures and Copies of Documents: The parties agree that this Agreement and any other documents memorializing agreements between the parties may be executed and/or delivered by electronic means, including, without limitation, electronic signatures, images of signatures, or copies of original signatures or documents, and may be delivered by electronic mail, facsimile transmission, or other electronic or non-electronic means. All documents executed and/or delivered by electronic means shall have the same force and effect as an original, signed document, for all intents and purposes, including, without limitation, all applications of statutes of frauds, the best evidence rule, and any similar rules, statutes, regulations, or other principles of law. The party receiving a document signed and/or delivered by electronic means may rely on and use such electronic document to the same scope and extent as if it were the original, hard copy document duly executed by the other party

Vendor: Springbrook Software, Inc.

Client: City of Coeur d'Alene, ID

By: _____

By: _____

Name (Print): Tim Rosener

Name (Print) _____

Title: Vice President, Business Development

Title: _____

Date: _____

Date: _____

Springbrook on Progress database Analogy



Extent 1



Extent 2



Extent 3



Extent 4



Extent 5



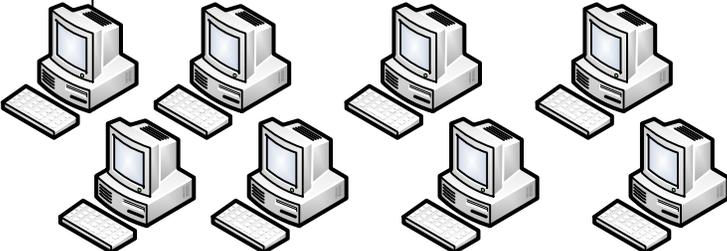
Extent 6



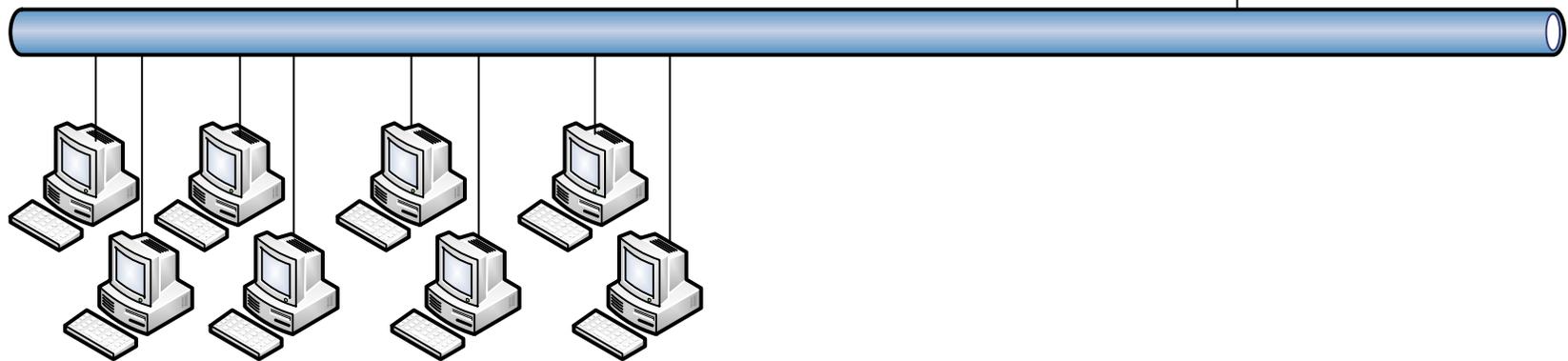
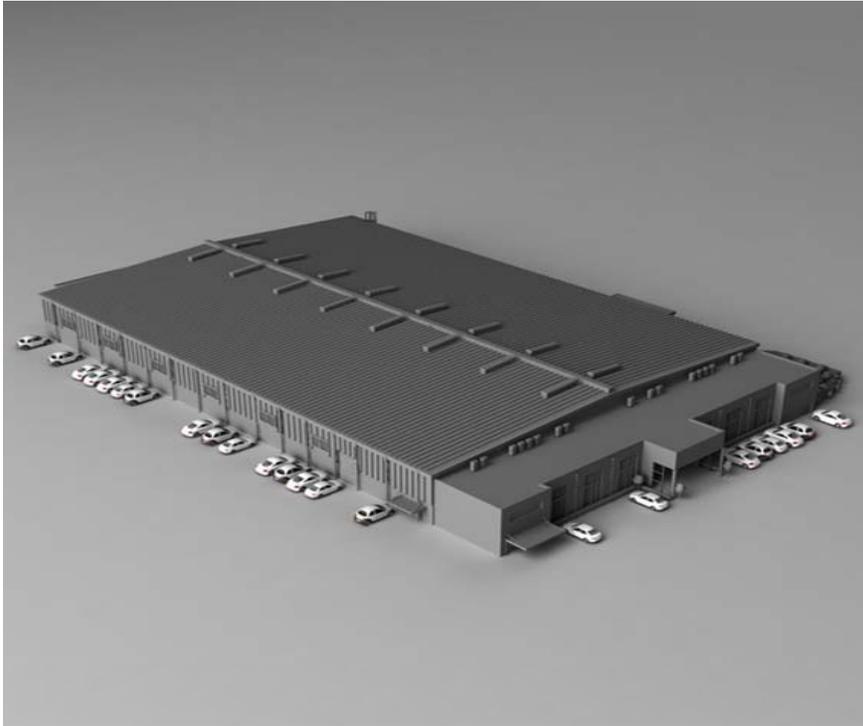
Extent 7



Single request handler



Springbrook on SQL database Analogy



SPRINGBROOK SOFTWARE VERSION SEVEN MIGRATION AGREEMENT

This Agreement sets forth additional terms and conditions applicable to Version Seven, Licensed Software Products purchased by the City of Coeur d'Alene, ID (Client) from Springbrook Software (Vendor). Version Seven is categorized as a new product by the Vendor. This agreement sets the terms and conditions of the exchange of Version Five & Six product licenses and services for Version Seven product licenses and services and their associated maintenance agreements. This agreement is intended to supplement current licensing and maintenance agreements in effect between the Client and the Vendor, in the event that term or condition in this agreement is in conflict with a previous agreement, this agreement shall prevail.

GENERAL TERMS AND CONDITIONS

1 DEFINITIONS

(Migration Management Services) Migration Management Services are professional services provided to the client as defined in section 5.1.

(Migration Consulting) Migration Consulting are professional services provided by the vendor as defined in section 5.3

(Client Trainer (s)) An Individual or group of individuals employed by the Client (Maximum of 3) that Vendor will train on the use of the products and services covered by this agreement. Client Trainer(s) will be responsible for training the remaining staff in the Client environment.

(Client Project Manager) A Project Manager appointed by the client that will act as a single point of coordination and management for tasks that are the responsibility of the client to perform as a part of this agreement. Client Project manager will coordinate activities with the Vendor Project Manager.

(Vendor Project Manager) A Project Manager assigned by the Vendor to coordinate and manage the overall implementation of products and services covered by this agreement. Vendor Project Manager will manage vendor resources and coordinate with Client Project Manager to ensure that client resources are being allocated to project tasks as required.

(Fees) will have the meaning set forth in section 3.

(Remote Services) Remote Services means services performed by the Vendor at the Vendor place of business with Client at Client's place of business.

(On-Site Services) On-Site Services means services performed by the Vendor and the Clients Place of business.

(Concurrent Users) are defined as the number of users that can simultaneously access the Vendor software at the same time.

(Named Users) are defined as Specific users that are granted access to the Vendor Software. These Licenses are assigned to specific individuals and cannot be shared. Named users are users that need more than two hours a week of access to the Vendor Software.

(Progress Access Agents) are defined as a license for casual users to access the Vendor System.

(Casual Users) are defined as users who access the vendor software less than two hours a week.

(Change Order) is defined as any change to the scope of services of this agreement that is agreed to by both parties. A Change Order could include but is not limited to; additional on-site consulting; additional modules; custom programming and development or services not contemplated by this agreement or the appropriate order form. Change Orders are subject to applicable Fees.

(Progress Report Writer) is a third party proprietary custom report writing tool use to create client custom reports. Reports created with this tool in Progress Version 9 are referred to as "Local Reports".

2 SCOPE OF AGREEMENT.

This Agreement states the terms and conditions pursuant to which Vendor will provide Products and Services to the Client including:

(a) Implementing products and services as defined in the appropriate order form.

(b) Client understands that all or certain portions of the Products sold or licensed under this Agreement may be provided by a third party service or product provider.

(c) Client understands that all Products purchased by the Client as part of this agreement are provided as is. Any Client specific changes (Custom) to the Products will require a Change Order.

(d) Client understands that products and services provided under this agreement are intended to migrate existing business processes and procedures to Version Seven product line. Client understands that if it intended to implement new features and services that it has not previously used that additional professional service fees may apply. Any additional services must be pre-approved by both parties in advance.

3 FEES AND PAYMENT

3.1 Fees.

Client will remit to Vendor all applicable fees for those Products purchased by Client, as set forth in the applicable Order Form(s) or Statement of Work (collectively, "Fees"). In addition, Client shall reimburse Vendor for any reasonable expenses, including travel and related expenses incurred in the performance of Professional Services. All Fees are non-refundable.

3.2 Payment.

Payments due under this Agreement shall be made in U.S. currency in the amounts and at the times set forth in the applicable Order Form or Statement of Work or, if not indicated therein, within thirty (30) days of the date of invoice. If Client fails to timely pay any amount when due, Client shall pay, in addition, interest at the rate of one percent (1.0%) per month, but not to exceed the maximum allowed by law, on such delinquent amount.

3.3 Suspension of Services

Vendor may, at its sole discretion, suspend client's right to use any product under this Agreement if Client fails to remit any payment when due, as defined in the appropriate order form, within ten (10) days after receiving written notice from Vendor that payment is past due.

3.4 Taxes.

All Fees are exclusive of any sales, value-added, foreign withholding or other government taxes, duties, fees, excises, or tariffs imposed on the production, storage, licensing, sale, transportation, import, export, or use of the Products or performance of any services (collectively, "Taxes"). If the

Vendor is assessed taxes related to services provided under this Agreement, Client will be responsible for, and will reimburse the vendor. For the purpose of this section, reimbursement of taxes shall be considered a payment and will be subject to the terms and conditions set forth in section 3.

4 PRODUCT LICENSING

4.1 Vendor Products

Client is exchanging Version Six licenses for Version Seven Licenses as defined in the appropriate Order Form.

4.2 Third Party Products Provided By Vendor.

(a) Client is exchanging Progress Version 9 licenses for Progress Version 10 Licenses. Unless Client is already using Progress Version 10.

(b) For each Progress 9 Concurrent User, client will receive a Progress 10 Named User license.

(c) Client may be provided Progress Access Agents for a fee as required to support Casual Users as defined in the appropriate order form.

(d) A minimum of Five Progress Named User Licenses is required. If Client currently does not have Five Concurrent License, client will be required to purchase additional licenses.

(e) If Client wishes to change the database platform being used, additional costs will apply and Client will be required to complete a Change Order.

(f) Client understands that the Report Writer Feature of Progress was retired in Progress Version 10. Vendor is not providing a migration path for reports written by Client utilizing Progress Report Writer.

5 VENDOR RESPONSIBILITIES

5.1 Migration Management Services

Migration Management Services include the following Remote Services:

(a) Vendor Project Manager to plan, schedule and track the complete migration process.

(b) Migration of applicable client data to new products.

(c) Project Management to maintain communication with Client Project Manager, both verbally and in writing, regarding schedules, tasks and events throughout the process.

(d) Project Management to schedule and manage Vendor resources including; support, programming, technical services, and consulting.

(e) Technical consultation and services to assist client in assuring adequate hardware configuration.

(f) Technical services to install Vendor products on Client servers.

(g) Technical services to assist in the migration of client data to new environment.

(h) Scheduling and coordination of on-site, classroom, or Internet training covering new software

(i) Scheduling and coordination of training for financial applications, utility billing applications, land management and ancillary applications. This training may occur on different dates and be performed by different consultants.

(j) Project Management and Business Analyst review of existing and custom forms

(k) Project Management and Business Analyst review of existing Reports including and "Local" Reports that may have been modified using Progress Report Writer

(l) Project Management and Business Analyst review of existing Process Flow

(m) Project Management, Programmer and Business Analyst review for Custom Code Reduction if applicable

(n) Project Management, Programmer and Business Analyst review of third-party software integration points if applicable.

5.2 CUSTOM CODE RE-WRITE

Based on the results of the Custom Code Review, and with mutual approval by both parties vendor will re-write custom to run on the Version Seven products as defined in the appropriate Order Form.

5.3 Migration Consulting

Migration Management Services include On-Site Services and Remote Services. The services are comprised of but not limited to the following:

(a) Custom Code review will be conducted to evaluating current client custom code with the goal of reducing the need for said code in new environment.

(b) Review of new software and changes between new environment and old environment.

(c) Recommendations to Client on best practices associated with use of the new products.

(d) Client specific training on use of products and services. Training is limited to features and functionality that client is currently using in the old environment as applied to new environment.

(e) Vendor takes a "Train the Trainer" approach to training activities associated with the services provided under this section, for that purpose, all services provided to the client under this section will be provided to the Client Trainer(s).

6 CLIENT RESPONSIBILITIES

6.1 Migration Scheduling

(a) Client will participate in the Scheduling session to determine the Migration Schedule and schedule training and consulting dates.

(b) Client will approve in writing the mutually agreed to schedule. Client schedule change requests after approval will require a Change Order.

6.2 Access

(a) Client will provide administrative level access to servers and other equipment as requested by Vendor to facilitate the services being rendered by the Vendor under this agreement.

(b) Client will provide training and meeting facilities as defined by Vendor, at the client location to accommodate Vendor and Client staff.

6.3 Custom Code Documentation and v7 Analysis

(a) Client will participate in Custom Code Review meetings.

(b) Client will require that personnel with the authority to make decisions about the exclusion or inclusion of custom code are at all meetings.

(c) Client will provide written sign off and acknowledgement of decisions made regarding custom code inclusion or reduction prior to the migration. Written acknowledgement will be considered part of the Statement of work, and any alterations made after the project (Kick off) will require a change order, be subject to applicable fees, and will be considered outside of the timeline and scope of the project.

6.4 Review of New Environment and legacy Environment differences (Gap Analysis).

(a) Client will participate in (Gap Analysis) Review meetings.

(b) Client will require that personnel with the authority to make decisions about how Gap Analysis items are integrated into Clients Business Environment are at all meetings.

(c) Client agrees and understands that it is purchasing a new product and that features and functionality in the new system may have been updated to support the needs of the overall Springbrook client base. Client is responsible for ensuring that software provided meets their needs.

(d) Client agrees and understands that changes to standard functionality are considered custom requests and will require a change order.

6.5 V7 Software Installation

Client will make their information technology staff available as requested by Vendor Project Manager to facilitate the installation of software.

6.6 V7 Standard Reports Review

(a) Client will participate in Standard Report Review meetings.

(b) Client will require that personnel with the authority to make decisions about reporting and the appropriateness of reports being provided are in all meetings.

(c) Client will be required to approve all reports and confirm that reporting requirements are being met.

(d) Client agrees and understands that it is purchasing a new product and that standard reports in the new system may have been updated to support the needs of the overall Springbrook client base. Client is responsible for ensuring that reports provided meet their needs.

(e) Client agrees and understands that changes to reports are considered custom requests and will require a change order.

6.7 V7 Application Overview Session

Client will participate in Application Overview Session, with at least one Client Trainer.

6.8 Third Party Product Interfaces

(a) Client will notify, at the beginning of the project, Vendor Project Manager of all third party interfaces between Vendor Products and other products or services not provided by Vendor.

(b) Client understands that interfaces not previously purchased by Client from Vendor and interfaces that are not current on annual maintenance will require a Change Order to be completed.

(c) Session will consist of review of converted data per module between trainer and client.

6.9 Go-Live Session

(a) Client Project Manager will work with Vendor Client Manager to schedule the Go-Live Conversion.

(b) Depending on size of Client database, client will be required to schedule 2 to 4 days of downtime to accommodate the conversion of data prior to the go-live session.

(c) Client will make appropriate staff available during the go-live session.

(d) Client will be prepared and have appropriate staff available to validate that the conversion and the new software meets their requirements as defined by this agreement.

(e) Software Consultant will be on-site for this session.

7 ENTIRE AGREEMENT

This Agreement is a supplement to the terms and conditions set forth in clients licensing and maintenance agreement in effect with Vendor. Notwithstanding any other agreement in the event that a term or condition in this agreement conflicts with any previous agreement this agreement will prevail.

IN WITNESS WHEREOF, each of the parties hereto has caused this addendum to be executed by its duly authorized officer or representative.

Vendor:
By: _____
Name (Print): _____
Title: _____
Date: _____

Client: City of Coeur d'Alene, ID
By: _____
Name (Print): _____
Title: _____
Date: _____

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: February 24, 2014
FROM: Warren Wilson, Deputy City Attorney
SUBJECT: Release of a No Build Covenant on Seltice Way

DECISION POINT:

Recommend that the full Council approve the attached Release of No Build Covenant.

HISTORY:

Active West Developers is currently developing a small development at 2845 and 3003 W. Seltice Way. While reviewing the title information they discovered a restrictive covenant in the 1969 Highway Right of Way Deed to the State that prohibited building within 20 feet of the Highway. At that time Seltice Way was Highway 10. Since that time, this portion of Seltice Way has become part of the City's road network. The City was unaware of the deed restriction and has no need for the covenant. Active West has requested that we release any interest we have in the covenant to clear up this title issue and enable them to proceed with its development.

FINANCIAL ANALYSIS:

There is no direct financial impact to the City from releasing the covenant. However, releasing the covenant will allow Active West to move forward with its planned development, which will result in increased property taxes from the property.

PERFORMANCE / QUALITY OF LIFE ANALYSIS:

Again, there should be no impact to the City from releasing the covenant. The City was not aware of the restriction and has no need to keep the no-build covenant. Further, the zoning code has setback restrictions that address proximity of structures to streets.

DECISION POINT/RECOMMENDATION:

Recommend that the full Council approve the attached Release of No Build Covenant.

COMPARED
BY: *MSA*

221078

Form No. 186-Multi

STATE OF IDAHO
Department of Public Works

Parcel No. 8

HIGHWAY RIGHT OF WAY DEED

KNOW ALL MEN BY THESE PRESENTS, That Tony Jensen and Cecilia Jensen, his wife, of County of Kootenai, State of Idaho, first parties for and on account of the certain benefits to them accruing, and of other valuable considerations, and the sum of One and No/100ths, Dollars (\$1.00) to them in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the State of Idaho, second party, as and for a right of way for a public highway, the following described parcel of land situated in the County of Kootenai, in the State of Idaho, of which grantors are the owners, to-wit:

An irregular parcel of land being all that portion of the SW $\frac{1}{2}$ SW $\frac{1}{2}$ of Section 3, Township 50 N., Range 4 W.B.M., lying situate South of a line 75.0 foot distant Northerly from and parallel to the following described West Bound or Northerly center line of highway survey as shown on the official plat of the Coeur d'Alene-Yellowstone F.I. 53(8) Highway Survey on file in the office of the Department of Public Works of the State of

APR 30 1958
1078

Idaho and lying between the West line of said Section 3 and said Highway Station 549+46.

Beginning at Station 539+37 of the said Highway Survey, which station is a point on tangent approximately 17.0 feet South from the Southwest corner of Section 3, Township 50 N., Range 4 W.B.M., thence running N. 89° 28' E., - 1009.0 feet to Station 549+46 of said Survey, which station is a point on tangent approximately 1.08 feet East and 9.0 feet South from the Southwest corner of Section 3, Township 50 N., Range 4 W., Boise Meridian. Also an additional irregular strip of land adjacent and contiguous to the above described right of way and lying on the Northerly side thereof widening from 0.0 feet at Station 547+00 to 25.0 feet at Station 548+00 and continuing 25.0 feet in width to Station 549+46.

Excepting from the above described right of way that portion thereof included in the Warranty Deed from Tony Jensen and Cecelia Jensen, his wife, to Albert Zucally and Evelyn Zucally, his wife, dated September 3, 1948, recorded on September 8, 1948 in Book 141 of Deeds at page 5.

Grantors agree that no buildings or structures, except irrigation or drainage structures, will be permitted to be constructed within 20 feet of the right of way line of the highway.

Excepting that portion already dedicated by public use or otherwise as a public road. New right of way required being approximately 0.85 acres of the 1.39 acres above described.

There is also granted hereby an easement adjacent to the above described highway right of way for relocation of all irrigation and drainage ditches and structures and such surface drain ditches as may be necessary to the proper construction of the highway.

Construction or relocation of right of way fencing shall be by and at the sole expense of Grantors. Grantors further agree that no advertising or other signs will be permitted closer than 100 feet from the highway right of way line.

TO HAVE AND TO HOLD, The same unto the State of Idaho for the purpose of a public highway forever.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this 25th day of April, 1949.

Executed in Presence of;

C. F. Hess

Tony Jensen (SEAL)

Cecelia Jensen (SEAL)

STATE OF IDAHO)
County of KOOTENAI) ss.

On this 25th day of April, in the year 1949, before me, C. F. HESS a Notary Public in and for said state, personally appeared Tony Jensen and Cecelia Jensen, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

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

Notary Seal

C. F. Hess
Notary Public in and for the State of Idaho,
Residing at Rathdrum, Idaho

STATE OF IDAHO)
County of Kootenai) ss.

I hereby certify that this instrument was filed for record at request of Bureau of Highways at 28 minutes past 3:00 o'clock P.M., this 27th day of April, A.D., 1949, in my office, and duly recorded in Book 141 of Deeds, at Page 500.

Jas. A. Foster Ex-Officio Recorder

By Alberta Platt Deputy

COMPARED BY *MAA*

221078

Form No. 186-Multi

STATE OF IDAHO
Department of Public Works

Parcel No. 8

HIGHWAY RIGHT OF WAY DEED

APR 30 1958
1078

KNOW ALL MEN BY THESE PRESENTS, That Tony Jensen and Cecilia Jensen, his wife, of County of Kootenai, State of Idaho, first parties for and on account of the certain benefits to them accruing, and of other valuable considerations, and the sum of One and No/100ths, Dollars (\$1.00) to them in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the State of Idaho, second party, as and for a right of way for a public highway, the following described parcel of land situated in the County of Kootenai, in the State of Idaho, of which grantors are the owners, to-wit:

An irregular parcel of land being all that portion of the SW $\frac{1}{2}$ SW $\frac{1}{2}$ of Section 3, Township 50 N., Range 4 W.B.M., lying situate South of a line 75.0 foot distant Northerly from and parallel to the following described West Bound or Northerly center line of highway survey as shown on the official plat of the Coeur d'Alene-Yellowstone F.I. 53(8) Highway Survey on file in the office of the Department of Public Works of the State of

Idaho and lying between the West line of said Section 3 and said Highway Station 549+46.

Beginning at Station 539+37 of the said Highway Survey, which station is a point on tangent approximately 17.0 feet South from the Southwest corner of Section 3, Township 50 N., Range 4 W.B.M., thence running N. 89° 28' E., - 1009.0 feet to Station 549+46 of said Survey, which station is a point on tangent approximately 1.08 feet East and 9.0 feet South from the Southwest corner of Section 3, Township 50 N., Range 4 W., Boise Meridian. Also an additional irregular strip of land adjacent and contiguous to the above described right of way and lying on the Northerly side thereof widening from 0.0 feet at Station 547+00 to 25.0 feet at Station 548+00 and continuing 25.0 feet in width to Station 549+46.

Excepting from the above described right of way that portion thereof included in the Warranty Deed from Tony Jensen and Cecelia Jensen, his wife, to Albert Zucally and Evelyn Zucally, his wife, dated September 3, 1948, recorded on September 8, 1948 in Book 141 of Deeds at page 5.

Grantors agree that no buildings or structures, except irrigation or drainage structures, will be permitted to be constructed within 20 feet of the right of way line of the highway.

Excepting that portion already dedicated by public use or otherwise as a public road. New right of way required being approximately 0.85 acres of the 1.39 acres above described.

There is also granted hereby an easement adjacent to the above described highway right of way for relocation of all irrigation and drainage ditches and structures and such surface drain ditches as may be necessary to the proper construction of the highway.

Construction or relocation of right of way fencing shall be by and at the sole expense of Grantors. Grantors further agree that no advertising or other signs will be permitted closer than 100 feet from the highway right of way line.

TO HAVE AND TO HOLD, The same unto the State of Idaho for the purpose of a public highway forever.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this 25th day of April, 1949.

Executed in Presence of;

C. F. Hess

Tony Jensen (SEAL)

Cecelia Jensen (SEAL)

STATE OF IDAHO)
County of KOOTENAI) ss.

On this 25th day of April, in the year 1949, before me, C. F. HESS a Notary Public in and for said state, personally appeared Tony Jensen and Cecelia Jensen, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

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

Notary Seal

C. F. Hess
Notary Public in and for the State of Idaho,
Residing at Pothdrum, Idaho

STATE OF IDAHO)
County of Kootenai) ss.

I hereby certify that this instrument was filed for record at request of Bureau of Highways at 28 minutes past 3:00 o'clock P.M., this 27th day of April, A.D., 1949, in my office, and duly recorded in Book 141 of Deeds, at Page 500.

Jas. A. Foster Ex-Officio Recorder

By Alberta Platt Deputy

When Recorded Return To:
Active West Builders, LLC
8158 Stonehaven Dr.
Hayden, ID 83835

With a Copy To:
City of Coeur d'Alene - City Clerk
710 E Mullan Avenue
Coeur d'Alene, ID 83814

QUITCLAIM AND RELEASE OF NO BUILD COVENANT

THIS RELEASE OF NO BUILD COVENANT is executed this 4th day of March, 2014 by and between the CITY OF COEUR D'ALENE, a municipal subdivision of the state of Idaho, whose address is 710 E Mullan Avenue, Coeur d'Alene, ID 83814 ("City") and ACTIVE WEST BUILDERS, LLC, an Idaho limited liability company, whose address 8158 Stonehaven Dr., Hayden, ID 83835 ("Active West")

RECITALS

WHEREAS, on April 25, 1949, Tony Jensen and Cecilia Jensen ("Jensens") executed a Highway Right of Way Deed and granted, sold and conveyed real property ("Highway") to the State of Idaho. A true and correct copy of the Highway Right of Way Deed is attached hereto as Exhibit "1".

WHEREAS, the Highway was conveyed to the State of Idaho for the purpose of a right of way for a public highway.

WHEREAS, the Highway Right of Way Deed contained a covenant between Jensens and the State of Idaho (and its predecessors-in-interest).

WHEREAS, this covenant stated that Jensens agreed "*that no buildings or structures, except irrigations or drainage structures, will be permitted to be constructed within 20 feet of the right of way line of the highway.*"

WHEREAS, the City owns the Highway.

WHEREAS, Active West owns the real property burdened by the covenant.

WHEREAS, the City does not benefit from the covenant to the extent it still exists.

WHEREAS, to the extent any encumbrance exists, the City agrees to quitclaim or release the covenant in exchange for \$1.00.

NOW, the parties agree as follows:

1. The recitals set forth above are incorporated herein by reference.
2. To the extent any encumbrance exists, the City hereby releases the no build covenant.
3. To the extent any encumbrance exists, the covenant shall no longer burden the property of Active West.
4. Attorney's Fees. If legal action (including, without limitation, litigation and/or arbitration) is required or deemed necessary to enforce or interpret any of the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorney's fees, incurred in connection therewith.
5. Corporate Authority. Each corporate party to this Agreement, and each individual signing on behalf of a corporate party, hereby agrees that, upon execution of this Agreement, a certified copy of a resolution of such corporation's Board of Directors authorizing the execution of this Agreement by such individual.
6. Governing Law; Venue and Jurisdiction. This Agreement shall be construed and interpreted in accordance with the laws of the State of Idaho. Jurisdiction and venue in any action to interpret or enforce any provisions of this Agreement shall lie, at the option of the party bringing the action, in Kootenai County, Idaho.
7. Notice. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, registered or certified mail, requesting a return receipt, and, if mailed, shall be addressed to the other party at the appropriate address set forth below:

City of Coeur d'Alene
 710 Mullan Avenue
 Coeur d'Alene, ID 83815

Active West Builders, LLC
 8158 Stonehaven Drive
 Hayden, ID 83835

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

CITY OF COEUR D'ALENE

ACTIVE WEST BUILDERS, LLC

By: _____
 Steve Widmyer, Mayor

By : _____
 Dennis E. Cunningham II, Member

By: _____
 Renata McLeod, City Clerk

STATE OF IDAHO)
 :ss.
County of Kootenai)

On this ____ day of March, 2014, before me, _____, a Notary Public in and for the State of Idaho, personally appeared Steve Widmyer and Renata McLeod, known or identified to me to be the Mayor and City Clerk of the CITY OF COEUR D'ALENE, and the persons who executed the foregoing instrument on behalf of the CITY, and acknowledged to me that such CITY executed the same.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Notary Public for Idaho
Residing at _____
Commission Expires _____

STATE OF IDAHO)
 :ss.
County of Kootenai)

On this ____ day of March, 2014, before me, _____, a Notary Public in and for the State of Idaho, personally appeared Dennis E. Cunningham II, a Member of ACTIVE WEST BUILDERS, LLC, known or identified to me to be the persons who executed the foregoing instrument, and acknowledged to me that they executed the same.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Notary Public for Idaho
Residing at _____
Commission Expires _____

**EXHIBIT “1” TO
RELEASE OF NO BUILD COVENANT**

PUBLIC WORKS COMMITTEE

STAFF REPORT

DATE: February 24, 2014
FROM: Gordon Dobler, City Engineer
SUBJECT: **Approval for sole source expenditures for street lighting equipment, traffic signal equipment and bollards for the 2014 Front Avenue Centennial Trail Improvements Project.**

DECISION POINT

Staff is requesting the approval of sole source expenditures for street lighting equipment, traffic signal equipment and bollards for the 2014 Front Avenue Centennial Trail Improvements Project.

HISTORY

The final design for the 2014 Front Avenue Centennial Trail Improvement Project is complete. The current design calls for the street lighting and bollards to follow the theme in the McEuen Park Project. When traffic signals are included in a project by the City, the City will purchase the traffic signal equipment in order to make sure it is compatible with existing equipment in the City inventory.

FINANCIAL ANALYSIS

The funds for the street lighting equipment, traffic signal equipment and bollards will come from the Hagadone Corporation's financial contribution to the Project. The cost for the equipment is approximately \$185,000.00.

PERFORMANCE ANALYSIS

Idaho code requires purchases for personal property in excess of \$50,000.00 to be publicly bid. However, an exception can be made for sole source expenditures when there is only one source reasonably available and "where the compatibility of equipment, components, accessories, computer software, replacement parts or service is the paramount consideration" (67-2808). It is anticipated that the construction and installation will occur about mid-May.

RECOMMENDATION

Staff recommends that the Public Works Committee recommend to the City Council the adoption of a resolution approving the sole source expenditures for street lighting equipment, traffic signal equipment and bollards for the 2014 Front Avenue Centennial Trail Improvement Project.

ANNOUNCEMENTS

Memo to Council

DATE: February 24, 2014

RE: Appointments to Boards/Commissions/Committees

The following appointment is presented for your consideration for the March 4th Council Meeting:

JARED HELM

ARTS COMMISSION

A copy of the data sheet is in front of your mailboxes.

Sincerely,

Amy Ferguson
Executive Assistant

cc: Renata McLeod, Municipal Services Director
Steve Anthony, Arts Commission Liaison

Memo to Council

DATE: February 24, 2014

RE: Appointments to Boards/Commissions/Committees

The following appointments are presented for your consideration for the March 4th Council Meeting:

CHRISTOPHER BOSLEY
LINDSEY SIMON
TIM TEYLER
KIM GOLDEN

PEDESTRIAN & BICYCLE ADVISORY COMMITTEE
PEDESTRIAN & BICYCLE ADVISORY COMMITTEE
PEDESTRIAN & BICYCLE ADVISORY COMMITTEE
PEDESTRIAN & BICYCLE ADVISORY COMMITTEE

Copies of the data sheets are in front of your mailboxes.

Sincerely,

Amy Ferguson
Executive Assistant

cc: Renata McLeod, Municipal Services Director
Chenoa Dahlberg, Ped/Bike Committee Liaison

OTHER COMMITTEE MINUTES
(Requiring Council Action)

February 24, 2014
PUBLIC WORKS COMMITTEE
MINUTES
4:00 p.m., Library Community Room

COMMITTEE MEMBERS PRESENT

Council Member Dan Gookin
Council Member Kiki Miller
Council Member Woody McEvers

STAFF PRESENT

Amy Ferguson, Executive Assistant
Mike Gridley, City Attorney
Gordon Dobler, Engineering Director
Terry Pickel, Asst. Water Superintendent
Jim Markley, Water Superintendent
Dennis Grant, Engineering Dept.

Item 1 Award of Bid for Atlas II Well
Agenda Item

Terry Pickel, Assistant Water Superintendent, presented a request for Council acceptance of TML Construction Inc.'s bid for construction of the Well House and installation of the pump, plumbing and electrical for the new Atlas II Well.

Mr. Pickel stated in his staff report that the new facility was designed by Welch Comer Engineering and bids were solicited for the construction of the new well house, installation of the applicable piping, electrical, the pump and related site improvements. TML Construction Inc. was the low bidder, with a bid of \$884,266.00. The project will be funded by Capitalization Fees and there are sufficient funds to pay for the project. An anticipated budget of \$800,000 was established via a preliminary engineering estimate of \$650,000 to \$750,000 for construction, based on similar projects. However, final designs were not available when the budget was set as the production well had not yet been completed and test pumped. The additional 4,000 gpm of the new well will provide a daily pumping capacity in excess of 43 mgd. The well should be on-line by next fall. Additional water rights were also secured for the well as a part of the project.

Mr. Pickel said that they have been search for three years for a suitable well location. There are currently nine wells in service. The Department of Environmental Quality requires that the city have the capacity to meet the needs of the citizens with their largest pump out of service. During the winter, the average is 5 mgd, and the summer peaks between 27 mgd and 32 mgd, with a capacity of 37 mgd.

The lot for the well site was originally designated for a future fire station, but they have worked with the Fire Department on a site layout that will accommodate both. A 16 inch main was installed into the site, and the well depth is approximately 385 feet, with a 600 hp pump.

Mr. Pickel said that five bids were received, with the lowest bid from TML Construction, Inc. The bid was \$84,266 over the forecast budget which was mainly the result of the electrical and pump costs being about twice what they originally thought they would be. With the new well online, the peak demand criteria set by DEQ should be met for at least four to five years.

Councilman Miller noted that the award amount was about 23% under the engineer's estimate and Mr. Pickel confirmed that they are comfortable with the bid.

Councilman Gookin expressed concern regarding the Cap Fee Fund Balance of \$3,100,000 and asked why there is so much money sitting in the fund account. Mr. Pickel said that the money will pay for new wells, new reservoirs, and new transmission mains based upon the recommendations of the Water Comprehensive Plan that was completed in 2012. Councilman Gookin commented that it seems like a lot of money to be sitting in the account since the city just raised its fees about a year ago and advised that staff needs to be more careful when it does its estimates in the future.

Mr. Pickel confirmed that the well will be online by the end of the fiscal year. He also noted that the water quality at the well site is outstanding, and that the formerly proposed Hawks Nest and Kathleen Avenue sites had borderline arsenic levels so they were not pursued. The Government Way well arsenic levels have dropped substantially to 16 ppb, so they will go back within the next year and do some additional testing.

MOTION: Motion by Councilperson Gookin , seconded by Councilperson Miller, to recommend Council approve Resolution No. 14-___ authorizing an agreement with TML Construction Inc. for the construction of the Well House and related site improvements, pump installation, plumbing, and electrical for the new Atlas II Well in the amount of \$884,266. Motion carried.

Item 2 Release of a No Build Covenant on Seltice Way Consent Calendar

Mike Gridley, City Attorney, presented a request on behalf of Active West Developers for Council approval of a Release of No Build Covenant.

The staff report noted that Active West Developers is currently developing a small development at 2845 and 3003 W. Seltice Way. While reviewing the title information they discovered a restrictive covenant in the 1969 Highway Right of Way Deed to the State that prohibited building within 20 feet of the Highway. At that time Seltice Way was Highway 10. Since that time, this portion of Seltice Way has become part of the City's road network. The City was unaware of the deed restriction and has no need for the covenant. Active West has requested that the city release any interest it has in the covenant to clear up the title issue and enable them to proceed with the development. There is no direct financial impact to the City from releasing the covenant.

Mr. Gridley noted that there is some debate about whether the city even has any ownership in the property, but as long as the release satisfies the title company and doesn't cost the city anything, they can convey it.

Councilman Gookin asked if the city owns all of the rights, restrictions, etc. when it takes over a road. Mr. Gridley said that when the city takes ownership, it takes over the "shoes" of the previous. He noted that by releasing the no build covenant, the city is not giving a warranty deed, but just releasing the impediment to the title report. Any sidewalk easement would be part of the development as it moves forward.

Councilman Miller asked about other property owners and if it would be handled the same way if another instance occurred. Mr. Gridley said that it probably would, but if it was something that the city thought it needed, they would try to preserve it. Mr. Dobler said that there has been a lot of development along Seltice and this was the only time they have run into this issue.

Councilman Gookin asked if council should direct staff to look to see if there are any other issues on the properties along Seltice so that they can be dealt with all at once. Mr. Dobler said that they can deal with

it as it comes up in the future on a case by case basis. He noted that in order to do as Councilman Gookin suggested, they would have to obtain title reports on every piece of property along Seltice Way.

MOTION: Motion by Councilperson Miller, seconded by Councilperson Gookin, to recommend Council approve the Release of No Build Covenant.

**Item 3 Approval for Sole Source Expenditures for Street Lighting Equipment,
Traffic Signal Equipment and Bollards for the 2014 Front Avenue
Centennial Trail Improvements Project**

Consent Calendar

Dennis Grant, Engineering Department presented a request for Council approval of sole source expenditures for street lighting equipment, traffic signal equipment and bollards for the 2014 Front Avenue Centennial Trail Improvements Project.

The staff report stated that the final design for the 2014 Front Avenue Centennial Trail Improvement Project is complete. The current design calls for the street lighting and bollards to follow the theme in the McEuen Park Project. When traffic signals are included in a project by the city, the city will purchase the traffic signal equipment in order to make sure it is compatible with existing equipment in the city inventory. The funds for the street lighting equipment, traffic signal equipment and bollards will come from the Hagadone Corporation's financial contribution to the project in the approximate amount of \$185,000. Idaho Code requires purchases for personal property in excess of \$50,000 to be publicly bid. However, an exception can be made for sole source expenditures when there is only one source reasonably available and "where the compatibility of equipment, components, accessories, computer software, replacement parts or service is the paramount consideration." (67-2808). It is anticipated that the construction and installation will occur about mid-May.

Mr. Grant reviewed the project and the location of the light fixtures and bollards and noted that they want to keep the project consistent with McEuen Park. They expect the project to be completed mid-May.

MOTION: Motion by Councilperson Gookin, seconded by Councilperson Miller, to recommend Council approval of Resolution 14-___ authorizing the sole source expenditures for street lighting equipment, traffic signal equipment and bollards for the 2014 Front Avenue Centennial Trail Improvement Project.

DISCUSSION: Mr. Dobler confirmed that the project will be funded by a donation from the Coeur d'Alene Resort.

Motion carried.

**Item 4 Approval of an Agreement for Donation for Right of Way, and Trail
Improvements, for the 2014 Front Avenue Centennial Trail Improvements
Project**

Agenda Item

Gordon Dobler, City Engineer, presented a request for Council approval of an agreement with the Coeur d'Alene Resort for a donation, for right of way and trail improvements, for the 2014 Front Avenue Centennial Trail Improvements Project.

Mr. Dobler stated in his staff report that the 2014 Front Avenue Centennial Trail Improvements Project plans are complete and are out for bids. The majority of funding will come from a donation from the Resort. The agreement finalizes the understanding of construction, maintenance, uses, etc. The project cost is estimated to be \$900,000 to \$950,000. The City of Coeur d'Alene will fund \$150,000 to the project from the LID proceeds.

The project will convert Front Avenue to a non-motorized pedestrian and bicycle walkway between 2nd and 3rd Streets. In addition, 2nd Street will be converted to a one exit from the Resort, south of Sherman, and the right turn lane on Sherman Avenue at 2nd Street will be eliminated. It will also re-align and widen the Centennial Trail through the resort's property, create additional pedestrian walks to the waterfront, and remove the trees on Sherman, 2nd, and Front, all in accordance with the recently amended Resort PUD.

Mr. Dobler noted that the bids will be opened tomorrow and then forwarded to the council on Tuesday. The agreement basically funds the project, which is not in the current budget. The city's portion of the project will need to come forward as an amendment to the budget. The agreement is currently a work in progress and the final version that will come before the Council at Tuesday's council meeting may have some language changes. There are still some issues that need to be worked out.

Mr. Dobler said that the city is directly contracting with its electrical contractor to install some of the signal equipment. Those costs will need to be added into the final number which will become a part of the agreement after the bids are opened.

Councilman Gookin asked about language in the agreement that states that changes to the resort access will require the resort's consent. Mr. Dobler confirmed that the city will still own Front Avenue, and that he believes that the resort would just like to be a part of any decisions to change the traffic flow and that the city will still have police powers on Front, rather than resort security.

Councilman Miller asked about other things in the agreement that might be changed prior to the council meeting. Mr. Dobler said that language in the agreement regarding the use of Front Street will probably change to allow more unilateral decision making for special events and things like that. There will also need to be a statement in the agreement about a temporary construction easement.

Councilman Miller asked if Front Avenue could be used by the resort for events by permit, and asked what is going to keep the Hagadone Corporation from filing for an event permit and using it as overflow for an event at the resort and block it off to public access. Mr. Gridley explained that the way the city's ordinance reads is that if you want to have a party and get a permit to block it off, you can apply whether you are the Hagadone Corporation or another entity. The agreement does not give them any special preference. If it became a problem, the council might want to modify the ordinance.

Councilman Miller asked if the city attorney was going to sign off on the final version of the agreement before it goes before the council. Mr. Gridley said that they will either sign off on it, or will bring the agreement as close as they can get and then let the council decide.

Mr. Dobler said that the construction time frame is that the project will be substantially complete by May 30th. He explained that "substantially complete" means a little touching up here and there, possibly not all of the street lights being installed yet, etc. He also noted that the resort is going to redo all of the landscape that is onsite, and they will also complete landscaping between Front and Third.

MOTION: Motion by Councilperson Gookin, seconded by Councilperson Miller, to recommend Council approve Resolution No. 14-__ authorizing an agreement for donation, for right of way and

trail improvements, for the 2014 Front Avenue Centennial Trail Improvement Project. Motion carried.

The meeting adjourned at 4:55 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: February 24, 2014
FROM: Terry W. Pickel, Assistant Superintendent, Water Department
SUBJECT: Award Bid for Atlas II Well

=====

DECISION POINT:

Staff requests a motion for Council acceptance of TML Construction Inc's bid for construction of the Well House and installation of the pump, plumbing and electrical for the new Atlas II Well.

HISTORY:

Staff has been searching for several years for a suitable site to place the City's next production well. Drinking Water Rule requires that a public water system be able to meet peak daily demands with its largest well out of service. With peak summer daily demands ranging between 28 mgd (million gallons per day) and 32 mgd and with a current maximum capacity of 37 mgd, we can no longer meet that requirement. The catastrophic failure of Landings Well in spring of 2013 was a glaring eye opener of this fact. Had it not been repaired so quickly, we would likely have had to enact watering restrictions.

Adequate water quality and a lot large enough to house the necessary facilities is getting more difficult to find. A potential site was located just north of the Hanley and Atlas intersection. A test well drilled in 2012 proved that the water quality and soil profile was suitable for use as a potable supply. The production well was drilled and test pumped in late summer and fall of 2013. It now stands ready to have a building constructed and a pump installed.

FINANCIAL ANALYSIS:

The new facility was designed by Welch Comer Engineering. Bids were solicited for the construction of the new well house, installation of the applicable piping, electrical, the pump and related site improvements. The following bids were received: \$884,266.00 from TML Construction Inc., \$900,000.00 from Contractors Northwest Inc., \$987,000.00 from Shannon Industrial Contractors Inc., \$1,026,693.00 from S&L Underground Inc. and \$1,187,950.00 from Big Sky Development Inc. Although the project is listed in the O&M Budget, it is funded strictly by Capitalization Fees. The current Capitalization Fee Fund balance is \$3,124,971.00. We have sufficient funds to pay for this project. An anticipated budget of \$800,000 was established via a preliminary engineering estimate of \$650,000 to \$750,000 for construction, based on similar projects. However, final designs were not available when the budget was set as the production well had not yet been completed and test pumped.

PERFORMANCE ANALYSIS:

The new well was designed with an expected pumping capacity of 4,000 gpm. A 24" diameter well was drilled to accommodate a pump sufficient for this quantity and an additional 20 feet of screen was installed to ensure excess capacity. The well was test pumped at 4,200 gpm for 4 hours with a maximum drawdown of 2.5 feet. The additional 4,000 gpm will give us a daily pumping capacity in excess of 43 mgd. This new well will provide us with the redundancy needed to meet the water rule for extra pumping capacity. The well should be on-line by next fall. Additional water rights were also secured for this well as a part of this project.

DECISION POINT/RECOMMENDATION:

Staff requests a motion for City Council acceptance of TML Construction Inc's bid of \$884,266.00 for the construction of the Well House and related site improvements, pump installation, plumbing and electrical for the new Atlas II Well.

RESOLUTION NO. 14-007

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ACCEPTING THE BID OF TML CONSTRUCTION, INC., FOR ATLAS WELL NO. 2 IMPROVEMENT PROJECT.

WHEREAS, the City advertised for bids for the Atlas Well No. 2 Improvement Project in Coeur d'Alene, Idaho, and said bids were opened as provided in said advertisement in the office of the City Clerk at 2:00 p.m., on Tuesday the 11th day of February, 2014, and the lowest responsible bid received was that of TML Construction, Inc., in the amount of Eight Hundred Eighty Four Thousand Two Hundred Sixty Six and no/100 Dollars (\$884,266.00), and it is in the best interests of the City of Coeur d'Alene and the citizens thereof that said bid be accepted; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the bid of TML Construction, Inc., be and the same is hereby accepted.

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

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

DATED this 4th day of March, 2014.

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 ADAMS Voted _____

_____ was absent. Motion _____.

CONTRACT
For
Atlas Well No. 2 Improvement Project

THIS CONTRACT, made and entered into this 5TH day of MARCH, 2014, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as the "**CITY**", and **TML CONSTRUCTION, INC.**, a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at 10186 N Atlas Road, Hayden, ID 83835 with its mailing address as PO BOX 2970, Hayden, ID 83835, hereinafter referred to as "**CONTRACTOR**,"

WITNESSETH:

THAT, WHEREAS, the said **CONTRACTOR** has been awarded the contract for the **Atlas Well No. 2 Improvement Project** according to contract documents on file in the office of the City Clerk of said **CITY**, which contract documents are incorporated herein by reference.

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

The **CONTRACTOR** shall furnish and install barriers and warning lights to prevent accidents. The **CONTRACTOR** shall indemnify, defend and hold the **CITY** harmless from all claims arising from the **CONTRACTOR**'s actions or omissions in performance of this contract, and to that end shall maintain liability insurance naming the **CITY** as one of the insured's in the amount of One Million Dollars (\$1,000,000) for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for under Idaho Code 6-924. A certificate of insurance providing at least thirty (30) days written notice to the **CITY** prior to cancellation of the policy shall be filed in the office of the City Clerk.

The **CONTRACTOR** agrees to maintain Workman's Compensation coverage on all employees, including employees of subcontractors, during the term of this contract as required by Idaho Code Sections 72-101 through 72-806. Should the **CONTRACTOR** fail to maintain such insurance during the entire term hereof, the **CONTRACTOR** shall indemnify the **CITY** against any loss resulting to the **CITY** from such failure, either by way of compensation or

additional premium liability. The **CONTRACTOR** shall furnish to the **CITY**, prior to commencement of the work, such evidence as the **CITY** may require guaranteeing contributions which will come due under the Employment Security Law including, at the option of the **CITY**, a surety bond in an amount sufficient to make such payments.

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

The **CONTRACTOR** agrees to receive and accept as full compensation for furnishing all materials, and doing all the work contemplated and embraced in the contract, an amount equal to the sum of the total for the items of work. The total for each item of work shall be calculated by determining the actual quantity of each item of work and multiplying that actual quantity by the unit price bid by the **CONTRACTOR** for that item of work. The total amount of the contract shall not exceed **Eight Hundred Eighty Four Thousand Two Hundred Sixty Six and no/100 Dollars (\$884,266.00)**.

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

The number of calendar days allowed for completion of the Contract work shall be 180 calendar days. The contract time shall commence no later than 10 days after the date of the Notice to Proceed issued by the **CITY**.

The **CITY** and the **CONTRACTOR** recognize that time is of the essence and failure of the **CONTRACTOR** to complete the work within the time allowed shall result in damages being sustained by the **CITY**. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the **CONTRACTOR** shall fail to complete the work within the following time limits, the **CONTRACTOR** shall pay to the **CITY** or have withheld from monies due, liquidated damages at the rate of One Thousand Five Hundred Dollars (\$1500) per calendar day, which sums shall not be construed as a penalty.

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

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

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

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

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

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

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

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

- H) Performance Bond
- I) Notice of Award
- J) Notice to Proceed
- K) Change Order
- L) General Conditions
- M) Technical Specifications
- N) Special Provisions
- O) Plans
- P) Addenda No. 1, 2 and 3, dated Feb. 3rd, Feb. 6th, Feb. 7th, 2014.

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 OF COEUR D'ALENE
KOOTENAI COUNTY, IDAHO

CONTRACTOR:
TML CONSTRUCTION, INC.

 Steve Widmyer, Mayor

By: _____
 Its: _____

ATTEST:

ATTEST:

 Renata McLeod, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 4th day of March, 2014, 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 _____
Residing at _____
My Commission expires: _____

~~~~~

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this \_\_\_\_ day of March, 2014, before me, a Notary Public, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_, of **TML CONSTRUCTION, INC.**, and the persons who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

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

## **Attachment 1**

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

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

**1. Compliance with Regulations**

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

**2. Non-discrimination**

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

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

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

**4. Information and Reports**

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

**5. Sanctions for Non-compliance**

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

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

**Incorporation of Provisions**

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

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

# **PUBLIC WORKS COMMITTEE**

## **STAFF REPORT**

**DATE:** February 24, 2014  
**FROM:** Gordon Dobler, City Engineer  
**SUBJECT:** **Approval of an agreement for donation, for right of way and trail improvements, for the 2014 Front Avenue Centennial Trail Improvements Project.**

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### **DECISION POINT**

Staff is requesting the approval of an agreement with the Coeur d'Alene Resort for a donation, for right of way and trail improvements, for the 2014 Front Avenue Centennial Trail Improvements Project.

### **HISTORY**

The 2014 Front Avenue Centennial Trail Improvements Project plans are complete and are out for bids. The majority of funding will come from a donation from the Resort. This agreement formalizes the understanding of construction, maintenance, uses, etc.

### **FINANCIAL ANALYSIS**

The project cost is estimated to be \$900,000 to \$950,000. The majority of the funds for this project will be paid by the Coeur d'Alene Resort. The City of Coeur d'Alene will fund \$150,000.00 to the project from the LID proceeds.

### **PERFORMANCE ANALYSIS**

The project will convert Front Avenue to a non-motorized pedestrian and bicycle walkway between 2<sup>nd</sup> and 3<sup>rd</sup> streets. In addition, 2<sup>nd</sup> Street will be converted to a one exit from the Resort, south of Sherman, and the right turn lane on Sherman Ave at 2<sup>nd</sup> Street will be eliminated. It will also re-align and widen the Centennial trail through the resorts property, create additional pedestrian walks to the waterfront, and remove the trees on Sherman, 2<sup>nd</sup>, and Front, all in accordance with the recently amended Resort PUD. The major points of the agreement are;

- The Resort will donate sufficient funds for the improvements
- The Centennial Trail width will be 14'. The alignment and width may not be changed without the a PUD amendment and the consent of the Resort
- Changes to the Resort access will require their consent, unless accomplished through eminent domain
- The Resort will provide ordinary maintenance and repair to these facilities at their own costs

- Any damage to the improvements necessitated by maintenance or repair of City utilities will be restored by the City at its cost
- Front Avenue will be used primarily for pedestrian and bicycle traffic, emergency traffic, Resort deliveries and other mutually agreed upon uses

## **RECOMMENDATION**

Staff recommends that the Public Works Committee recommend to the City Council the adoption of a resolution approving the agreement for donation, for right of way and trail improvements, for the 2014 Front Avenue Centennial Trail Improvement Project.

RESOLUTION NO. 14-008

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A DONATION AGREEMENT AND GRANTS OF LICENSES WITH HAGADONE HOSPITALITY, CO. FOR RIGHT OF WAY AND TRAIL IMPROVEMENTS AND MAINTENANCE.

WHEREAS, the Public Works Committee of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a Donation Agreement and Grants of Licenses for Right of Way and Trail Improvements and Maintenance, pursuant to terms and conditions set forth in the attached Exhibit "1" and by reference made a part hereof; and

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a Donation Agreement and Grants of Licenses for Right of Way and Trail Improvements and Maintenance, in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 4<sup>th</sup> day of March, 2014.

\_\_\_\_\_  
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 ADAMS   | Voted _____ |

**DONATION AGREEMENT AND GRANTS OF LICENSES  
For Right of Way and Trail Improvements and Maintenance**

**THIS AGREEMENT** is made and entered into this 4<sup>th</sup> day of March, 2014, by and between the CITY OF COEUR D'ALENE, Kootenai County, State of Idaho, a municipal corporation under and pursuant to the laws of the State of Idaho, by and through its Mayor and City Clerk (the "City"); and HAGADONE HOSPITALITY CO., an Idaho corporation, doing business as The Coeur d'Alene Resort (the "Resort").

**WHEREAS:**

A. The City is in the process of re-developing and improving McEuen Park, a multiple use City Park adjacent to Lake Coeur d'Alene, bounded on the north by Front Avenue and on the west by the Resort.

B. The Resort includes an eighteen story hotel tower, landscaped grounds, marina, boardwalk and other amenities, constructed and operated in accordance with a Planned Unit Development originally approved by the City in 1984, as amended from time to time (the "Resort PUD").

C. The improvements to McEuen Park, and the potential for new commercial development along the north side of Front Avenue, will result in a significant increase in pedestrian, bicycle, and other non-motorized vehicle traffic along Front Avenue between 2nd and 3rd Streets, along 2<sup>nd</sup> Street south of Sherman Avenue, through the Resort property, through City property, and on to City Beach.

D. In recognition of the increase in pedestrian, bicycle and other non-motorized vehicle usage, the McEuen Park project design team recommended that motor vehicle access on Front Avenue between 2nd and 3rd Streets, and on 2nd Street south of Sherman Avenue, be restricted for safety reasons and to promote pedestrian and bicycle circulation between McEuen Park and City Beach.

E. The City has conducted traffic studies, which have established that any impacts from the closure of Front Avenue between 2nd and 3rd Streets, and 2nd Street south of Sherman Avenue, to general vehicular traffic can be mitigated.

F. Pursuant to Idaho Code §50-314, the City has the power to control and limit the traffic on streets, avenues and public places, including but not limited to restricting motor vehicle traffic thereon, when deemed to be in the public interest.

G. At a public meeting held on January 10, 2013, the City Council authorized staff to proceed with planning and design for a "traffic-calmed" version of Front Avenue between 2nd and 3rd Streets and other affected areas, which would allow for limited vehicular access, safer

pedestrian and bicycle circulation between McEuen Park and City Beach, broader views and vistas, and additional green space buffers.

H. The Resort has applied to amend the Resort PUD (Case No. CUP 1-83M.3) to accommodate changes in circulation for motor vehicles, bicycles and pedestrians in conjunction with the re-development of McEuen Park, and the decision by the City Council to aid pedestrian and bicycle circulation between McEuen Park and City Beach by limiting vehicular access on Front Avenue between 2nd and 3rd Streets and 2nd Street south of Sherman Avenue and modifying the pathways on City property to the west of the Resort. The changes to the Resort PUD will include the elimination of the parking circle on the west side of the Resort, the abandonment of plans for future development of a restaurant on the west side of the Resort, and the removal of street trees within the public rights of way along Sherman Avenue, 2nd Street and Front Avenue without replacement, which will further enhance the views and vistas through the Resort grounds to Lake Coeur d'Alene.

I. The amendment to the PUD was approved by the Planning Commission at a public hearing held on December 10, 2013, and by the City Council at a public hearing held on February 4, 2014.

J. A local improvement district (the "LID") has been established to fund frontage improvements along Front Avenue for the reconstruction of Front Avenue, its intersection with 2nd Street, sidewalks and other amenities. The property owners adjoining Front Avenue are to be assessed \$300.00 per front foot for such improvements. There are not, however, sufficient funds in the LID to make all of the changes and construct all of the improvements to Front Avenue between 2nd and 3rd Streets, and 2<sup>nd</sup> Street south of Sherman Avenue, as described in this Agreement.

K. The Resort has agreed to donate funds to the City for the design and construction of the improvements to and through the Resort Property, along Front Avenue between 2nd and 3rd Streets, along 2<sup>nd</sup> Street south of Sherman Avenue, and along the most southerly lane of Sherman Avenue between 1<sup>st</sup> and 2<sup>nd</sup> Streets, as described in this Agreement. In addition, the Resort has agreed to install and maintain the landscaping and irrigation systems after the City's work has been performed.

L. Based upon the foregoing, the City believes it to be in the best interests of the public to provide for a "traffic-calmed" version of Front Avenue between 2nd and 3rd Streets, and 2<sup>nd</sup> Street, south of Sherman Avenue to establish limited vehicular access, improve pedestrian and bicycle circulation between McEuen Park and City Beach, open up broader views and vistas, and add additional green space buffers, on the terms and conditions set forth herein.

**NOW, THEREFORE,** in consideration for the mutual covenants, conditions and agreements contained herein, and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Resort hereby agrees to donate to the City the sum of \$ \_\_\_\_\_, for the sole purpose of funding the design, construction and installation of the improvements to and through the Resort property, and along Front Avenue between 2nd and 3rd Streets, 2<sup>nd</sup> Street south of Sherman Avenue, and the south side of Sherman Avenue, between 1<sup>st</sup> and 2<sup>nd</sup> Streets, in substantial conformance with the site plan and plans and specifications titled "Front Ave. Centennial Trail Improvements", dated February 2014 by Welch Comer Engineers and Surveyors (Exhibit "A") and by this reference incorporated herein (the "City's Work"). Landscaping and irrigation systems shown on the plans will be installed by the Resort, at its cost and expense (the "Resort's Work"), in addition to the donation described herein. (The City's Work and the Resort's Work are referred to collectively herein as the "Improvements"). It is specifically acknowledged and agreed that the expenditures for the Improvements are intended to be for a public purpose, in accordance with IRC 170(c)(1).

2. In consideration for the City's full and faithful performance of the City's covenants contained herein, the Resort hereby grants to the City and its contractor a temporary non-exclusive license to enter upon that portion of the Resort property identified on Exhibit "A", incorporated herein, for the purpose of constructing the Improvements thereon in accordance with the terms and conditions set forth in this Agreement. To the fullest extent allowed by law, the City and its contractor will fully indemnify and hold the Resort, its shareholders, directors, officers, agents, employees, successors and assigns harmless from and against any and all claims, causes of action, or damages arising out of or in any way relating to the City's and its contractor's work on the Resort property, including reasonable attorneys fees and costs which may be incurred in defending against the same. Insurance or suitable proof of self-insurance against liability shall be provided by the City and its contractor in amounts and in forms of insurance policies as may from time to time be required by the Resort, but, in any event, not less than one million dollars (\$1,000,000.00) of coverage per occurrence, three million dollars (\$3,000,000) in the aggregate. All insurance as required by this section shall be carried in favor of the City and the Resort, as named insureds and/or loss payees, as their respective interests may appear. The contractor's obligation to indemnify and provide insurance described above shall be incorporated into its contract with the City.

3. The changes to the Resort PUD as approved under CUP 1-83M.3 will include the removal of trees within the public rights of way along Sherman Avenue, 2nd Street and Front Avenue. Such trees allowed to be removed pursuant to the amendment to the PUD shall not be replaced except upon subsequent amendment to the PUD made following application by the owner of the Resort, whether or not within the public rights of way. Pursuant to Municipal Code Section 17.07.245(B), a planned unit development may be allowed to deviate from the City's street tree standards, and with the approval of CUP 1-83M.3, the Resort PUD was granted such a deviation.

4. The approved changes to the Resort PUD and the adjacent public rights of way will result in a 14' wide mixed use pedestrian / bicycle path along the Resort's northerly boundary with Sherman Avenue. Part of the path is within the right of way for Sherman Avenue. Such trail so established and approved with the amendment to the PUD shall not be

widened except upon subsequent amendment to the PUD made following application by the owner of the Resort, whether or not within the public right of way. .

5. The Improvements will substantially conform to the design on Exhibit "A", incorporated herein. Any material modifications or deviations from this design must be approved by both parties. The parties agree that minor adjustments to the landscaping design in the field, to enhance the aesthetic aspects of the design features, shall not be considered material modifications or deviations.

6. Future changes to any of the public rights of way (after completion of the Improvements and changes described in this Agreement), which would change the access or traffic circulation into or out of the Resort at First Street, Second Street or along Front Avenue shall not be implemented without further amendment to the PUD , or in conformance with the requirements of law in relation to the exercise of the power of eminent domain. In any event, any changes shall be done in a way which ensures the Resort is provided access to the public rights of way to accommodate the Resort's operations.

7. The Resort shall be responsible for the maintenance, repair, and/or replacement of the Improvements on the Resort property. In addition, the Resort agrees to maintain the Improvements within the public rights of way to the same standard as is followed on the Resort property in the PUD, at its sole cost and expense. Such maintenance shall include landscaping maintenance and replacement of plantings (except trees), snow removal, and ordinary maintenance and repair. In consideration for the Resort's full and faithful performance of the Resort's covenants and agreements contained herein, the City hereby grants to the Resort a non-exclusive license to enter upon the public rights of way described in this Agreement for the purpose of performing the agreed upon maintenance and repairs. The Resort agrees to indemnify, hold harmless, and, at the City's option, defend the City from any claim arising out of the Resort's negligence, gross negligence or intentional failure to maintain the Improvements. Major repairs or replacements to the Improvements outside of the Resort property (including tree replacement) shall be performed by the City at its sole cost and expense.

8. Notwithstanding the provisions of Section 7 above, the City retains the right to maintain, repair and replace, as required, any City owned utilities located within the public rights of way, including but not limited to water mains, water meters, vaults, fire hydrants, sewer and stormwater lines and all related appurtenances. In the event that maintenance or replacement of City owned utility infrastructure not caused by the Resort is necessary, the City will solely bear the cost for any maintenance, repairs or replacements to the improvements necessitated by the existence of any City-owned utilities within the subject rights of way, or any work to maintain, repair or replace the same, and shall fully restore the Improvements and landscaping to their previous condition, reasonable wear and tear excepted.

9. Upon completion of the Improvements, motor vehicle use of Front Avenue between 2nd and 3rd Streets is intended to be limited to the south "lane" of Front Avenue as depicted on Exhibit "A", incorporated herein, and, only open for use by commercial vehicles

providing pickups or deliveries of persons or goods to the Resort and/or the Plaza Shops, City authorized vehicles, and public emergency vehicle access as necessary; and the use of the north "lane" of Front Avenue is intended to be primarily for pedestrian and bicycle use, landscaping and buffers, all in accordance with the circulation plan set forth on Exhibit "A", incorporated herein. As public right of way, the City retains the right to allow other traffic on Front Avenue in its discretion, so long as reasonable access for ingress and egress to the Resort is accommodated.

10. The Resort understands and acknowledges that the rights of way that are included within the scope of this Agreement remain public rights of way controlled by the City for the public benefit. As such, the Resort will comply with all laws affecting the same except as otherwise provided for herein, and acknowledges that the public rights of way will remain open for all lawful public uses, including First Amendment uses, not otherwise restricted by this Agreement.

11. The City understands and acknowledges that the Resort property remains private property, with the use thereof by the public to be in accordance with the PUD Development Agreement, and any amendments thereto, which shall remain in full force and effect except as expressly modified or provided for herein.

12. This Agreement will take effect upon the date when the last party signs the Agreement. Construction and installation of the Improvements and payment of the donation provided for herein shall be contingent upon the Resort receiving final approval for the amendments to the Resort PUD, and the issuance by the City of any further licenses, permits or approvals which may be required for the Resort's performance of its obligations described herein within the public rights of way. The work on the Improvements is to commence on or before March 17, 2014, allowing for completion on or before June 13, 2014.

13. 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.

14. This agreement and any attachments or written and mutually executed amendments hereto, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all other representations, understandings or agreements, whether oral or written, that are not expressed herein.

15. This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho without regard to choice of law principles with venue in the First Judicial District of the State of Idaho.

16. Any addition, deletion or modification to this Agreement shall not be binding on either party except by written amendment executed by both parties.

17. The failure of either party hereto to enforce any provision of this Agreement, or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.

18. If a proceeding is brought for the enforcement of this Agreement or because of any alleged or actual dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and other reasonable costs and expenses incurred in such action or proceeding in addition to any other relief available at law or equity.

19. This Agreement shall be binding upon and inure to the benefit of not only the parties hereto, but also their respective heirs, successors, representatives and assigns.

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective as of the day and year first above written.

CITY OF COEUR D'ALENE  
KOOTENAI COUNTY, IDAHO

HAGADONE HOSPITALITY CO.  
dba The Coeur d'Alene Resort

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

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

ATTEST:

By: \_\_\_\_\_  
Renata McLeod, City Clerk

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this 4<sup>th</sup> day of March, 2014, 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 \_\_\_\_\_  
Commission Expires \_\_\_\_\_

\*\*\*\*\*

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this \_\_\_\_\_ day of March, 2014, before me, a Notary Public, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_, of **HAGADONE HOSPITALITY CO.** dba The Coeur d'Alene Resort, 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 \_\_\_\_\_  
Commission Expires \_\_\_\_\_

OTHER BUSINESS

## STAFF REPORT

TO: Mayor Widmyer and City Council

FROM: Melissa Tosi; Human Resources Director

RE: Classification/Compensation Plan Amendments

Date: March 4, 2014

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### DECISION POINT

To authorize Resolution No. 14-009, authorizing the following amendments to the City's Classification and Compensation Plan to provide new classifications as well as an updated job title.

### HISTORY

Most of the following proposed classification and compensation plan amendments were created due to vacancies which generated recommendations for reorganization within the applicable department. The most recent approved amendments were in 2007, as a result, the below amendments will bring the classification and compensation plan up to date. All below classifications are currently filled through previous recruitments with the exception of the Public Information Coordinator and Police Department Applications Analyst, both new classifications. The proposed Personnel Rule amendments were posted at a minimum of ten (10) consecutive days before this City Council meeting, with no comments being received.

| Current Title | Proposed Title                         | New Classification or Title Change | Current Pay Grade | Proposed Pay Grade |
|---------------|----------------------------------------|------------------------------------|-------------------|--------------------|
|               | Assistant Project Manager              | New Classification                 |                   | 14                 |
|               | Public Information Coordinator         | New Classification                 |                   | 14                 |
|               | Police Department Applications Analyst | New Classification                 |                   | 11                 |
|               | Recreation Leader                      | New Classification                 |                   | 10                 |
|               | Sprinkler/Irrigation Specialist        | New Classification                 |                   | 10                 |
|               | Urban Forester Coordinator             | New Classification                 |                   | 10                 |
|               | Accounting Specialist                  | New Classification                 |                   | 9                  |
|               | Building Maintenance Worker            | New Classification                 |                   | 9                  |
|               | Customer Service Support Specialist    | New Classification                 |                   | 8                  |
|               | Street Maintenance Worker              | New Classification                 |                   | 8                  |
|               | Young Adult Services Coordinator       | New Classification                 |                   | 8                  |
| Receptionist  | Administrative Support I/Receptionist  | Title Change                       | 5                 | 5                  |

Job Descriptions are available in the Human Resources Department.

### FINANCIAL ANALYSIS

All above classifications are currently filled and have been previously approved in the financial plan, with the exception of the Public Information Coordinator and Police Department Applications Analyst, Therefore there are no hard costs associated with this amendment. The costs associated with the vacant classifications are as follows:

- **Public Information Coordinator:** This is a new position and has recently been leveled by BDPA. The first year's approximate annual base wage is \$49,025, base wage including benefits is \$69,500 - \$78,000 (benefit cost varies depending on eligible dependents enrolled on medical plan). The cost will be absorbed from funding in Administration's communication budget as well as from savings within Administration's personnel budget.
- **Police Department Applications Analyst:** Instead of re-filling a vacated Records Specialist position, the Police Department would like to fill the opening with the Applications Analyst position. The cost difference (pay grade 9 to 11) is twelve (12%) percent and will be absorbed from savings within the Police Department budget.

**PERFORMANCE ANALYSIS**

Authorizing these amendments will provide consistency and clarity to the Personnel Rules.

**RECOMMENDATION:**

To authorize Resolution No. 14-009, amending the City's Classification and Compensation Plan as stated above.

RESOLUTION NO. 14-009

A RESOLUTION OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO AMENDING THE CITY OF COEUR D’ALENE CLASSIFICATION AND COMPENSATION PLAN TO PROVIDE NEW CLASSIFICATIONS FOR THE POSITIONS OF ASSISTANT PROJECT MANAGER, PAY GRADE 14; PUBLIC INFORMATION COORDINATOR, PAY GRADE 14; POLICE DEPARTMENT APPLICATIONS ANALYST, PAY GRADE 11; RECREATION LEADER, PAY GRADE 10; SPRINKLER/IRRIGATION SPECIALIST, PAY GRADE 10; URBAN FORESTER COORDINATOR, PAY GRADE 10; ACCOUNTING SPECIALIST, PAY GRADE 9; BUILDING MAINTENANCE WORKER, PAY GRADE 9; CUSTOMER SERVICE SUPPORT SPECIALIST, PAY GRADE 8; STREET MAINTENANCE WORKER, PAY GRADE 8; YOUNG ADULT SERVICES COORDINATOR, PAY GRADE 8; AND TO CHANGE THE TITLE OF RECEPTIONIST TO ADMINISTRATIVE SUPPORT 1/RECEPTIONIST.

WHEREAS, the need to revise the Classification and Compensation plan, as noted above, has been deemed necessary by the City Council; and

WHEREAS, notice of the proposed action to adopt the Classification and Pay Plan Amendments attached hereto as Exhibit "1" was posted publicly in City Hall and on all other official bulletin boards and transmitted to the City's employee associations at least ten (10) days prior to the City Council's consideration; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d’Alene and the citizens thereof that such amendments, as described below, be adopted;

| <b>Current Title</b> | <b>Proposed Title</b>                  | <b>New Classification or Title Change</b> | <b>Current Pay Grade</b> | <b>Proposed Pay Grade</b> |
|----------------------|----------------------------------------|-------------------------------------------|--------------------------|---------------------------|
|                      | Assistant Project Manager              | New Classification                        |                          | 14                        |
|                      | Public Information Coordinator         | New Classification                        |                          | 14                        |
|                      | Police Department Applications Analyst | New Classification                        |                          | 11                        |
|                      | Recreation Leader                      | New Classification                        |                          | 10                        |
|                      | Sprinkler/Irrigation Specialist        | New Classification                        |                          | 10                        |
|                      | Urban Forester Coordinator             | New Classification                        |                          | 10                        |
|                      | Accounting Specialist                  | New Classification                        |                          | 9                         |
|                      | Building Maintenance Worker            | New Classification                        |                          | 9                         |
|                      | Customer Service Support Specialist    | New Classification                        |                          | 8                         |
|                      | Street Maintenance Worker              | New Classification                        |                          | 8                         |
|                      | Young Adult Services Coordinator       | New Classification                        |                          | 8                         |
| Receptionist         | Administrative Support I/Receptionist  | Title Change                              | 5                        | 5                         |

NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the rule amendments attached hereto as Exhibit "A," be and is hereby adopted.

DATED this 4<sup>th</sup> day of March, 2014.

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

ATTEST:

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

Motion by \_\_\_\_\_, Seconded by \_\_\_\_\_, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER EDINGER Voted \_\_\_\_\_

COUNCIL MEMBER MCEVERS Voted \_\_\_\_\_

COUNCIL MEMBER GOOKIN Voted \_\_\_\_\_

COUNCIL MEMBER ADAMS Voted \_\_\_\_\_

COUNCIL MEMBER EVANS Voted \_\_\_\_\_

COUNCIL MEMBER MILLER Voted \_\_\_\_\_

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.

**From:** TOSI, MELISSA  
**Sent:** Wednesday, February 12, 2014 12:32 PM  
**To:** \*CITY-ALL  
**Subject:** Classification and Compensation Plan Amendment

**To All Employees:**

As required by Personnel Rule I, Section 5, Rule IV, Section 2, and Rule V, Section 2 notice is hereby given that the City Council will consider the attached proposed amendments to the Personnel Rules and the Classification and Compensation Plan at the **March 4, 2014** City Council meeting. At that meeting, any interested party will be invited to speak to the Council regarding the proposed amendments. This notice shall be publicly posted in City Hall and distributed to all departments, and transmitted to all recognized Employee Associations at least ten (10) consecutive days prior to City Council consideration.

The last amendments to the City’s Classification and Compensation plan were approved by Mayor and Council in 2007. The following amendments will bring us up to date:

| Current Title | Proposed Title                         | New Classification or Title Change | Current Pay Grade | Proposed Pay Grade |
|---------------|----------------------------------------|------------------------------------|-------------------|--------------------|
|               | Assistant Project Manager              | New Classification                 |                   | 14                 |
|               | Public Information Coordinator         | New Classification                 |                   | 14                 |
|               | Police Department Applications Analyst | New Classification                 |                   | 11                 |
|               | Recreation Leader                      | New Classification                 |                   | 10                 |
|               | Sprinkler/Irrigation Specialist        | New Classification                 |                   | 10                 |
|               | Urban Forester Coordinator             | New Classification                 |                   | 10                 |
|               | Accounting Specialist                  | New Classification                 |                   | 9                  |
|               | Building Maintenance Worker            | New Classification                 |                   | 9                  |
|               | Customer Service Support Specialist    | New Classification                 |                   | 8                  |
|               | Street Maintenance Worker              | New Classification                 |                   | 8                  |
|               | Youth Adult Services Coordinator       | New Classification                 |                   | 8                  |
| Receptionist  | Administrative Support I/Receptionist  | Title Change                       | 5                 | 5                  |

Job descriptions are available in the Human Resources Department. If you have any questions, please contact me, thank you.

**Department Heads: Please post a copy of this information in your department for all employees who do not have access to email.**

**Melissa Tosi**  
 City of Coeur d'Alene  
 Human Resources Director  
 (208) 666-5755 (phone)  
 (208) 415-0404 (fax)  
 melissat@cdaid.org  
 www.cdaid.org

**COEUR D'ALENE CITY COUNCIL  
FINDINGS AND ORDER**

**A. INTRODUCTION**

This matter having come before the City Council on February 4, 2014, and there being present a person requesting approval of Item: PUD-1-83m.3 a request for a modification to a planned unit development known as Coeur d'Alene Resort PUD.

APPLICANT: HAGADONE HOSPITALITY

LOCATION: 6.5 ACRES KNOWN AS THE COEUR D'ALENE RESORT

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

- B1. That the existing land uses are – Off-street parking, hotel, motel, restaurant/lounge, convention center, marina, retail sales and open space.
- B2. That the Comprehensive Plan Map designation is Stable Established.
- B3. That the zoning is R-3 and DC.
- B4. That the notice of public hearing was published on, January 18, 2014, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on, January 21, 2014, which fulfills the proper legal requirement.
- B6. That 137 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on January 17, 2014.
- B7. That public testimony was heard on February 4, 2014.

**Warren Wilson, Interim Planning Director.**

Mr. Wilson presented the staff report and outlined the applicant's requested change including removing the circular parking lot, replacing the existing Centennial Trail and sidewalk along Sherman Ave. with a singular sidewalk along Sherman Ave., Removing street trees along Sherman Ave, Front Ave, and Second Street, along with other modifications to landscaping and vehicular and pedestrian access. He indicated that the PUD allows for the development of one additional structure along the waterfront but the applicant is not seeking approval at this time for any expansion to the resort structure. Mr. Wilson indicated that the Planning Commission could require that the sidewalk along Sherman Ave. be 16 feet wide even if it must be accommodated on the Resort property if the Commission felt that was appropriate to make one of the required findings. He also testified that the City's PUD code allows for modification of street tree requirements including those in the right of way.

**John Barlow, Applicant's Representative.**

Mr. Barlow testified that the Coeur d'Alene Resort was approved in 1983. He indicated that part of

the consideration for the PUD has always been preserving views and vistas of the lake. He stated that the city has been developing a plan to close Front Street and connect McEuen Park and City Park and that this plan grew out of that decision. He testified that the trees need to be removed to enhance the views of the lake from Sherman Avenue and from the lots across Sherman Avenue owned by the applicant. Concerning the circular parking lot, he testified that the parking lot was constructed with plans for a restaurant onsite, which the applicant has no plans to construct. As such, the parking lot is no longer needed and can be removed to create additional open space. Regarding the former railroad right of way, he testified that the applicant acquiring the property a couple of years ago and this is a formality to add that property to the PUD. He testified that the sidewalk along Sherman Ave. should be limited to 14 feet in width to slow down bike riders and that if the City did not approve the removal of the trees that the Corporation would not go forward with the planned improvements.

**Dell Hatch, Applicant's Landscape Architect.**

Mr. Hatch testified concerning the design concept for the proposed PUD amendments and how they complement the changes made at McEuen Park. He testified that the proposed amendments will limit the number of potential conflict points for pedestrian and bike users of the Centennial Trail and vehicle traffic and will include way-finding signage. He testified that one of the design goals was to slow down bike traffic. He testified that they had widened the radius of the curve of the Centennial Trail on Front Street where it turns back north towards Sherman Avenue from a 5 foot radius to a 14 foot radius in response to the condition imposed by the Planning Commission. Regarding removal of the trees along Sherman Avenue and 2<sup>nd</sup> Street, he presented an exhibit demonstrating what the view to the Lake from Sherman Avenue could look like with the trees removed.

**Phil Boyd, Applicant's Engineer.**

Mr. Boyd testified that this design will minimize the number of pedestrian/vehicle conflicts at the Second Street/Front Avenue curve and at the 3<sup>rd</sup> Street/Front Street intersection.

**Janet Robnett, Applicant's Attorney.**

Ms. Robnett testified that the proposed amendments to the PUD are relatively minor and most of the approval criteria are irrelevant because there are no changes proposed to those elements. She testified that the application meets the Comprehensive Plan polices for views and vistas, mixed use development, open space, and pedestrian connectivity.

**Sid Smith, Coeur d'Alene.**

Mr. Smith testified that he is concerned with removal of the trees because of the benefits provided by the trees. He feels that the trees are outside the PUD and should be treated separately. He also was concerned that the minutes of the Urban Forestry Committee do not reflect their approval of the tree removal. He disagrees with the elimination of the parking lot and feels the reason given to eliminate it is not a good enough reason for its elimination. He believes that it should be kept and designated as handicapped parking. He further testified that it is illogical to remove two separate 8 foot sidewalks and replace them with one 14 foot sidewalk. He believes that the separated paths should be kept for public safety.

**Katie Kosanke, Urban Forestry Coordinator.**

Ms. Kosanke testified that in August of 2013 the Urban Forestry Committee approved the removal of the street trees on the south side of Sherman Avenue through the Resort Grounds based on the

way the trees have been pruned over time.

**Scott Reed, Coeur d'Alene.**

Mr. Reed testified that the trees identified for removal are in the right of way and argued that they are not in decline and should be removed. He further testified that the trees do not block many views because the foliage is higher than pedestrians or drivers moving through the area.

**B8. Pursuant to Section 17.07.230, Planned Unit Development Review Criteria, a planned unit development may be approved only if the proposal conforms to the following criteria to the satisfaction of the Planning Commission:**

**B8A. The proposal is in conformance with the Comprehensive Plan. This is based upon the following policies:**

We find that the proposed amendments, which would open up views from the downtown area to the lake (when looking West on Sherman Ave.) as well as provide enhanced connectivity between the two downtown parks complies with the adopted Comprehensive Plan. Specifically, we find that Objectives 1.05 (protecting views of the lake), 1.03 (encourage visual access to the lake), 1.11 (attention to pedestrian usability) and 1.16 (pedestrian and bicycle connectivity) support the approval of this request.

**B8B. The design and planning of the site is compatible with the location, setting and existing uses on adjacent properties.**

The proposed amendments to the approved PUD seek to change the pedestrian/bike facility layout, remove the circular parking lot and remove street trees while making other changes to landscaping areas. The proposed landscaping changes are consistent with the existing landscaping on the site and we find that they are also compatible with existing uses on adjacent properties.

With regard to removing street trees along Sherman Ave. and Second Street, testimony was received from Sydney Smith and Scott Reed, that the existing street trees do not block view of the lake because the foliage is above the site lines of a person. However, Dell Hatch, the applicant's landscape architect and John Barlow, the applicant's representative, testified that when looking towards the lake from Sherman Ave. that the trees block the views of the lake. Mr. Hatch presented an exhibit that demonstrated how removing the trees will open up the view. When viewing the photographs contained in the staff presentation, we find that both viewpoints are correct. For a person driving or walking past the Resort grounds, the tree foliage is high enough that it does not block the views of the lake. However, when looking West down Sherman Ave. towards the lake, those views are encumbered likely because of the change in elevation. Given that, and the special status of lake views in our Comprehensive Plan, we find that removing the street trees along Sherman Ave. and Second Street, will improve views of the lake from adjacent properties and thus this requirement is satisfied in this regard.

With respect to the removal of the circular parking lot, John Barlow, the applicant's representative, testified that the circular parking lot was designed to serve a potential restaurant that will not be constructed as such it is not need and that area will be better served by increasing the green space. As noted in the staff report, there is adequate parking in the Resort parking structure to meet the needs of the development. As such, we conclude that the proposed removal of the circular parking lot also meets this requirement.

Finally, in this regard, there was significant testimony regarding the adequacy of the design's treatment of pedestrian and bicycle facilities. For the reasons articulated concerning Finding B8D below, we find that this requirement is met with regards to the site design for pedestrian and bicycle facilities.

**B8C The proposal is compatible with natural features of the site and adjoining properties. In the case of property located within the hillside overlay zone, does not create soil erosion, sedimentation of lower slopes, slide damage, or flooding problems; prevents surface water degradation or severe cutting or scarring; reduces the risk of catastrophic wildfire in the wildland urban interface; and complements the visual character and nature of the city.**

The proposed amendments to the PUD do not change any elements of the approved plan that impact its compatibility with existing natural features on the site or adjoining properties. As such, we find that this requirement is not applicable to this request.

**B8D The location, design, and size of the proposal are such that the development will be adequately served by existing streets, public facilities and services.**

There was no testimony or other evidence received regarding the adequacy of existing public services or facilities other than facilities for bike and pedestrian use. As such, we find the staff report analysis that the proposed amendments to the existing PUD will be adequately served by the existing public services, streets and facilities is persuasive.

With respect to pedestrian and bicycle facilities, considerable testimony was received that indicated that this area is highly congested during the summer months with conflicting demands and needs for pedestrians and bicyclists and that the current sidewalks/Centennial Trail are inadequate to serve the needs of the development. The bulk of the testimony received indicated that the proposed changes to the sidewalks/Centennial Trail are an improvement over the existing facilities and that the joint use sidewalk of 14 feet was sufficient to meet the needs of pedestrians and bicyclists in this area. Given the above, we find that the requirements of this approval criteria is met.

**B8E The proposal does provide adequate private common open space area, as determined by the Commission, no less than 10% of gross land area, free of buildings, streets, driveways or parking areas. The common open space shall be accessible to all users of the development and usable for open space and recreational purposes.**

Based on the staff report we find that the current PUD provides approximately 33% of the land area as usable open space. The proposed amendments would remove the circular parking lot and replace it with open space which would increase the open space percentage. As such, we find that this requirement is satisfied.

**B8F Off-street parking does provide parking sufficient for users of the development.**

Based on the staff report, there are 550 parking spaces available for use in the parking structure in the PUD. The staff's analysis that this provides sufficient parking for the users of the PUD is persuasive especially based on the testimony of Mr. Barlow who testified that the 10 parking spaces in the circular parking lot were designed to serve a restaurant that the applicant has no plans to build. Given that testimony, and the condition that the applicant will no longer be authorized to build a restaurant in the vicinity of the boardwalk and boardwalk bar, we find that this requirement is satisfied.

**B8G That the proposal does provide for an acceptable method for the perpetual maintenance of all common property.**

Based on the staff report, we find that the PUD has been in existence since 1983 and an agreement concerning the maintenance of the PUD elements has been in place since that time. None of the proposed PUD amendments impact that agreement. As such, we find that there is an acceptable method for the perpetual maintenance of the common property.

**C. ORDER: CONCLUSION AND DECISION**

The City Council, pursuant to the aforementioned, finds that the request of HAGADONE HOSPITALITY CO. for approval of the planned unit development, as described in the application should be **approved**.

Special conditions applied are:

1. Where the trail enters the Resort PUD from 2<sup>nd</sup> Street, the curve to the north along 2<sup>nd</sup> Street should have a gentler radius (14 foot radius minimum) to reduce the grade of the path up to Sherman Ave.
2. The restaurant or other facility in the vicinity of the boardwalk/boardwalk bar cannot be constructed and is removed from the improvements authorized by the PUD.

Motion by McEvers, seconded by Gookin, to adopt the foregoing Findings and Order.

ROLL CALL:

|                        |           |
|------------------------|-----------|
| Council Member Gookin  | Voted Yes |
| Council Member Edinger | Voted Yes |
| Council Member Evans   | Voted Yes |
| Council Member McEvers | Voted Yes |
| Council Member Adams   | Voted Yes |
| Council Member Miller  | Voted Yes |

Motion to approve carried by a 6 to 0 vote.

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MAYOR STEVE WIDMYER

## CITY COUNCIL STAFF REPORT

**Date:** March 4, 2014  
**From:** Bill Greenwood, Interim Parks Director  
**SUBJECT:** **Monetary Donation for Playground** (*Action Required*)

---

### **DECISION POINT:**

The Parks and Recreation Commission has recommended that the City Council accept a \$30,000 donation from the Coeur d'Alene Association of Realtors for a playground at Persons Field.

### **HISTORY:**

Persons Field has been used by the community and a variety of user groups beginning in 1940. School District 271 had 100% ownership of Persons until 1994. That same year a land swap between SD 271 the City of Coeur d Alene gave the City the east half of the field. In 2013 the city acquired the west half of the field from SD 271. With that acquisition City Council directed staff to begin meeting with the neighborhood around Persons to see what might be done to upgrade the field; we had the first meeting on November 20, 2013. We are currently working on a conceptual design capturing the results of that meeting and will present that design to the neighborhood once completed. A playground was one of the items that were identified to upgrade the field during the meeting with the neighborhood.

### **FINANCIAL ANALYSIS:**

There are no costs to the City of Coeur d Alene for this playground. We will have some material costs for an accessible walkway into the park and that will be paid for by the Parks Department Operating budget. The installation of the walkway will be done in-house with the assistance from the Street Department.

### **PERFORMANCE ANALYSIS:**

The installation of the playground will be done by Parks Department staff, of which four are Playground Safety Technicians, and volunteers from the neighborhood and Realtor Association.

### **DECISION POINT/ RECOMMENDATION:**

That the City Council approve the acceptance of a \$30,000 donation from the Coeur d'Alene Association of Realtors for a playground at Persons Field.

RECOMMENDATION FROM PARKS AND REC COMMISSION:

Commissioner Patzer made a motion to accept the \$ 30,000 donation from the Coeur d'Alene Association of Realtors for a playground at Persons Field and forward the request to City Council through General Services. Commissioner Edinger seconded the motion. All were in favor, motion passed.

# CITY COUNCIL STAFF REPORT

**DATE:** March 4, 2014  
**FROM:** Dennis J. Grant, Engineering Project Manager  
**SUBJECT:** **Approval of Low Bidder – 2014 Front Avenue / Centennial Trail Improvements Project**

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## DECISION POINT

Staff is requesting the City Council to approve Cameron Reilly, LLC as the low bidder for the 2014 Front Avenue / Centennial Trail Improvements Project.

## HISTORY

The City of Coeur d'Alene received five responsive bids:

|                                    |                 |
|------------------------------------|-----------------|
| Cameron Reilly, LLC                | \$ 742,032.90   |
| Contractors Northwest, Inc.        | \$ 861,100.00   |
| Interstate Concrete & Asphalt, Co. | \$ 876,656.50   |
| Big Sky Development, Inc.          | \$ 985,813.00   |
| Hamilton Builders, Inc.            | \$ 1,338,774.93 |

## FINANCIAL ANALYSIS

The majority of the funds for this project will be paid by the Coeur d'Alene Resort. The City of Coeur d'Alene will fund a portion of this project from the LID proceeds.

## PERFORMANCE ANALYSIS

The project will convert Front Avenue to a non-motorized pedestrian and bicycle walkway between 2<sup>nd</sup> and 3<sup>rd</sup> Streets. In addition, 2<sup>nd</sup> Street will be converted to one exit from the Resort, south of Sherman Avenue, and the right turn lane on Sherman Avenue at 2<sup>nd</sup> Street will be eliminated. It will also re-align and widen the Centennial Trail through the Resorts property, create addition pedestrian walks to the waterfront, and remove the trees on Sherman Avenue, 2<sup>nd</sup> Street, and Front Avenue, all in accordance with the recently amended Resort PUD. I expect that construction will begin in the middle of March and the contract gives the contractor 65 working days to complete the project.

## RECOMMENDATION

Staff recommends a motion to approve Cameron Reilly, LLC as the low bidder and authorize the mayor to execute the contract for the 2014 Front Avenue / Centennial Trail Improvements Project, contingent on receipt of funds from the Coeur d'Alene Resort.

RESOLUTION NO. 14-010

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ACCEPTING THE BID OF CAMERON-REILLY, LLC FOR THE 2014 FRONT AVENUE – CENTENNIAL TRAIL IMPROVEMENTS.

WHEREAS, the City advertised for bids for the 2014 Front Avenue Centennial Trail Improvement Project in Coeur d'Alene, Idaho, and said bids were opened as provided in said advertisement in the office of the City Clerk at 2:00 p.m., on Tuesday the 25<sup>th</sup> day of February, 2014, and the lowest responsible bid received was that of Cameron-Reilly, LLC., in the amount of Seven Hundred Forty-two Thousand Thirty-Two Dollars and Ninety Cents (\$742,032.90), and it is in the best interests of the City of Coeur d'Alene and the citizens thereof that said bid be accepted; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the bid of Cameron-Reilly, LLC., be and the same is hereby accepted.

BE IT FURTHER RESOLVED, that the City enter into a Contract with Cameron-Reilly, 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 contract provided that the substantive provisions of the contract remain intact.

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

DATED this 4<sup>th</sup> day of March, 2014.

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Steve Widmyer, Mayor

ATTEST:

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Renata McLeod, City Clerk

Motion by \_\_\_\_\_, Seconded by \_\_\_\_\_, to adopt the foregoing resolution.

**ROLL CALL:**

COUNCIL MEMBER EDINGER Voted \_\_\_\_\_

COUNCIL MEMBER EVANS Voted \_\_\_\_\_

COUNCIL MEMBER MILLER Voted \_\_\_\_\_

COUNCIL MEMBER GOOKIN Voted \_\_\_\_\_

COUNCIL MEMBER MCEVERS Voted \_\_\_\_\_

COUNCIL MEMBER ADAMS Voted \_\_\_\_\_

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.

**CONTRACT**  
For  
Front Ave. Centennial Trail Improvements

THIS CONTRACT, made and entered into this 4<sup>th</sup> day of March, 2014, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as the "**CITY**", and **CAMERON-REILLY, LLC**, a corporation duly organized and existing under and by virtue of the laws of the state of Washington, with its principal place of business at 309 W. Park Road, Spokane Valley, Washington, hereinafter referred to as "**CONTRACTOR**,"

WITNESSETH:

THAT, WHEREAS, the said **CONTRACTOR** has been awarded the contract for the Front Ave. Centennial Trail Improvements according to contract documents on file in the office of the City Clerk of said **CITY**, which contract documents are incorporated herein by reference.

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

The **CONTRACTOR** shall furnish and install barriers and warning lights to prevent accidents. The **CONTRACTOR** shall indemnify, defend and hold the **CITY** harmless from all claims arising from the **CONTRACTOR**'s actions or omissions in performance of this contract, and to that end shall maintain liability insurance naming the **CITY** as one of the insured's in the amount of One Million Dollars (\$1,000,000) for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for under Idaho Code 6-924. A certificate of insurance providing at least thirty (30) days written notice to the **CITY** prior to cancellation of the policy shall be filed in the office of the City Clerk.

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

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

The **CONTRACTOR** agrees to receive and accept as full compensation for furnishing all materials, and doing all the work contemplated and embraced in the contract, an amount equal to the sum of the total for the items of work. The total for each item of work shall be calculated by determining the actual quantity of each item of work and multiplying that actual quantity by the unit price bid by the **CONTRACTOR** for that item of work. The total amount of the contract shall not exceed **Seven Hundred Forty-two Thousand Thirty-Two Dollars and Ninety Cents (\$742,032.90)**.

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

The number of calendar days allowed for completion of the Contract work shall be **65 working days**. The contract time shall commence no later than 10 days after the date of the Notice to Proceed issued by the **CITY**.

The **CITY** and the **CONTRACTOR** recognize that time is of the essence and failure of the **CONTRACTOR** to complete the work within the time allowed shall result in damages being sustained by the **CITY**. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the **CONTRACTOR** shall fail to complete the work within the following time limits, the **CONTRACTOR** shall pay to the **CITY** or have withheld from monies due, liquidated damages at the rate of One Thousand Five Hundred Dollars (\$1500) per calendar day, which sums shall not be construed as a penalty. In addition the following interim milestone liquidated damages shall apply:

| <b>Interim Milestone</b>                                   | <b>Substantial Completion</b> | <b>Liquidated Damages</b> |
|------------------------------------------------------------|-------------------------------|---------------------------|
| C1 & C3. Generally west of 1 <sup>st</sup> Street Entrance | March 31, 2014                | \$1500.00 / day           |
| C2 and the Sherman Ave. curb east to STA 53+54.67          | April 11, 2014                | \$1500.00 / day           |
| C4 and C5 to STA 20+70.3                                   | May 9, 2014                   | \$1500.00 / day           |
| All asphalt paving. Both accesses open to public.          | May 30, 2014                  | \$1500.00 / day           |

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

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

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

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

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

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

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

- A) Advertisement For Bids
  - B) Information For Bidders
  - C) Bid Proposal
  - D) Bid Bond
  - E) Bidding Forms as Required
  - F) Contract
  - G) Labor and Materials Payment Bond
  - H) Performance Bond
  - I) Notice of Award
  - J) Notice to Proceed
  - K) Change Order
  - L) General Conditions
  - M) Technical Specifications
  - N) Special Provisions
  - O) Plans
  - P) Addenda
- No. 1, dated February, 21, 2014 and No. 2, dated February 24, 2014

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

**CONTRACTOR: CAMERON-REILLY, LLC**

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

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

ATTEST:

ATTEST:

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

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this 4<sup>th</sup> day of March, 2014, 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 \_\_\_\_\_  
Commission Expires \_\_\_\_\_

\*\*\*\*\*

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of March, 2014, before me, a Notary Public, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_, of **CAMERON-REILLY, 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 \_\_\_\_\_  
Residing at \_\_\_\_\_  
Commission Expires \_\_\_\_\_

## **Attachment 1**

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

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

**1. Compliance with Regulations**

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

**2. Non-discrimination**

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

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

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

**4. Information and Reports**

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

**5. Sanctions for Non-compliance**

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

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

**Incorporation of Provisions**

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

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

# PUBLIC HEARINGS

CITY COUNCIL  
STAFF REPORT

**DATE:** March 4, 2014  
**FROM:** Christopher H. Bates, Engineering Project Manager   
**SUBJECT:** V-14-1, Vacation of Portions of Foster Avenue and Milwaukee Drive Right-of-Way Adjoining Kootenai County Offices Parking Lot

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### DECISION POINT

The Kootenai County Commissioners are requesting the vacation of the minor portions of right-of-way of Foster Avenue and Milwaukee Drive that adjoin the back of the sidewalk along the southerly right-of-way line of that co-named roadway.

### HISTORY

The Kootenai County judicial and administrative site is in the process of reconfiguring the parking area that is situated between Garden Avenue & Foster/Milwaukee. The newly designed parking lot (site plan attached) which will also contain the Ancillary Services Building (Maintenance & Print Shop), would encroach into the existing rights-of-way of the noted Foster/Milwaukee streets. In order to retain all of the parking on the site and not on the r/w, the County would like to vacate approximately 4090 sq.ft. behind the existing sidewalk.

Over the years in this specific area, there have been a number of vacations of the lots, blocks and rights-of-way:

- Aug. 1910: Ordinance #'s 323, 324, 325, 326, 327, and, 331 vacated portions of "A", "B", "C", "D" Streets, adjacent alleys, and, Foster Avenue.
- 
- March 1911: Ordinance # 346 vacated additional portions of Foster Avenue.
- Dec. 1946: Ordinance # 844 vacated a portion of the alley in Blk. 17.
- Dec. 1976: Ordinance # 1475 vacated additional portions of "A" Street.
- May 1980: Ordinance # 1617 vacated additional portions of "B" Street.

The principal reason for these initial vacations was the construction of the Chicago Milwaukee St. Paul & Pacific railroad line that was constructed along the southerly boundary of what is now Milwaukee Drive. Milwaukee Drive came into existence as compensation from the railroad in return for vacating the portions of streets noted in Ordinances 323 thru 346. The latter vacations have been to the benefit of Kootenai County.

The Public Works Committee unanimously approved the action at its regularly scheduled meeting on January 27, 2014 and directed staff to proceed onward for Council action.

### FINANCIAL ANALYSIS

There is no negative financial impact to the City. There are no tax issues on any of the property, and, the existing streets are not impacted.

## **PERFORMANCE ANALYSIS**

This vacation would allow the County to expand the existing parking lot that is adjacent to the roadways, without placing improvements on existing rights-of-way. The area that is the subject of the request is situated behind the existing sidewalk and is currently a landscaped grassy area that is maintained by the County. There are no plans to widen Foster/Milwaukee due to the site topography, total building development of the adjacent area to the west of this site, and, the fact that the existing right-of-way to the west is situated directly behind the sidewalk, thus, there is no impact to the City or the city streets.

## **RECOMMENDATION**

Recommendation to the City Council would be to approve the vacation action per Idaho Code Section 50-1306, and, to vacate the property to Kootenai County.



**SITWORK PHASING**

- PHASE 1 PARKING**  
SITE CONSTRUCTION SHALL BE LIMITED TO THE SOUTH SIDE OF THE PROPERTY. ALL UTILITIES SHALL BE RELOCATED TO THE NORTH SIDE OF THE PROPERTY.
- PHASE 2 PARKING**  
CONSTRUCTION SHALL BE LIMITED TO THE NORTH SIDE OF THE PROPERTY. ALL UTILITIES SHALL BE RELOCATED TO THE SOUTH SIDE OF THE PROPERTY.
- PHASE 3 PARKING**  
CONSTRUCTION SHALL BE LIMITED TO THE WEST SIDE OF THE PROPERTY. ALL UTILITIES SHALL BE RELOCATED TO THE EAST SIDE OF THE PROPERTY.

**PHASE 4 PARKING AND BUILDING**  
CONSTRUCTION SHALL BE LIMITED TO THE EAST SIDE OF THE PROPERTY. ALL UTILITIES SHALL BE RELOCATED TO THE WEST SIDE OF THE PROPERTY.

**PHASE 5 PARKING AND BUILDING**  
CONSTRUCTION SHALL BE LIMITED TO THE SOUTH SIDE OF THE PROPERTY. ALL UTILITIES SHALL BE RELOCATED TO THE NORTH SIDE OF THE PROPERTY.

**PHASE 6 PARKING AND BUILDING**  
CONSTRUCTION SHALL BE LIMITED TO THE WEST SIDE OF THE PROPERTY. ALL UTILITIES SHALL BE RELOCATED TO THE EAST SIDE OF THE PROPERTY.

**PHASE 7 PARKING AND BUILDING**  
CONSTRUCTION SHALL BE LIMITED TO THE EAST SIDE OF THE PROPERTY. ALL UTILITIES SHALL BE RELOCATED TO THE WEST SIDE OF THE PROPERTY.

**PHASE 8 PARKING AND BUILDING**  
CONSTRUCTION SHALL BE LIMITED TO THE SOUTH SIDE OF THE PROPERTY. ALL UTILITIES SHALL BE RELOCATED TO THE NORTH SIDE OF THE PROPERTY.

**PHASE 9 PARKING AND BUILDING**  
CONSTRUCTION SHALL BE LIMITED TO THE WEST SIDE OF THE PROPERTY. ALL UTILITIES SHALL BE RELOCATED TO THE EAST SIDE OF THE PROPERTY.

**PHASE 10 PARKING AND BUILDING**  
CONSTRUCTION SHALL BE LIMITED TO THE EAST SIDE OF THE PROPERTY. ALL UTILITIES SHALL BE RELOCATED TO THE WEST SIDE OF THE PROPERTY.

**PHASE 11 PARKING AND BUILDING**  
CONSTRUCTION SHALL BE LIMITED TO THE SOUTH SIDE OF THE PROPERTY. ALL UTILITIES SHALL BE RELOCATED TO THE NORTH SIDE OF THE PROPERTY.

**PHASE 12 PARKING AND BUILDING**  
CONSTRUCTION SHALL BE LIMITED TO THE WEST SIDE OF THE PROPERTY. ALL UTILITIES SHALL BE RELOCATED TO THE EAST SIDE OF THE PROPERTY.

**PHASE 13 PARKING AND BUILDING**  
CONSTRUCTION SHALL BE LIMITED TO THE EAST SIDE OF THE PROPERTY. ALL UTILITIES SHALL BE RELOCATED TO THE WEST SIDE OF THE PROPERTY.

**PHASE 14 PARKING AND BUILDING**  
CONSTRUCTION SHALL BE LIMITED TO THE SOUTH SIDE OF THE PROPERTY. ALL UTILITIES SHALL BE RELOCATED TO THE NORTH SIDE OF THE PROPERTY.

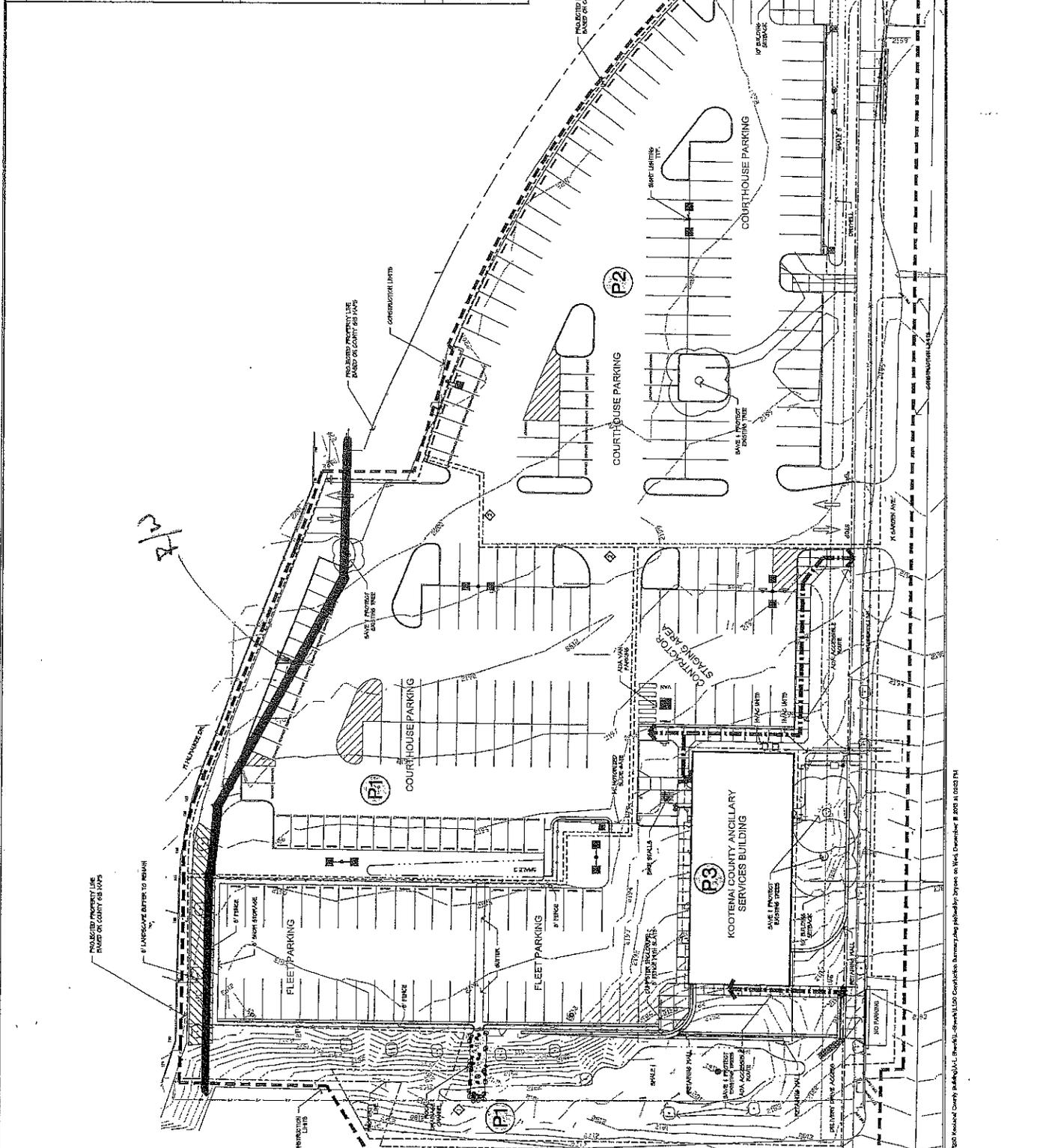
**PHASE 15 PARKING AND BUILDING**  
CONSTRUCTION SHALL BE LIMITED TO THE WEST SIDE OF THE PROPERTY. ALL UTILITIES SHALL BE RELOCATED TO THE EAST SIDE OF THE PROPERTY.

**PHASE 16 PARKING AND BUILDING**  
CONSTRUCTION SHALL BE LIMITED TO THE EAST SIDE OF THE PROPERTY. ALL UTILITIES SHALL BE RELOCATED TO THE WEST SIDE OF THE PROPERTY.

**PHASE 17 PARKING AND BUILDING**  
CONSTRUCTION SHALL BE LIMITED TO THE SOUTH SIDE OF THE PROPERTY. ALL UTILITIES SHALL BE RELOCATED TO THE NORTH SIDE OF THE PROPERTY.

**PHASE 18 PARKING AND BUILDING**  
CONSTRUCTION SHALL BE LIMITED TO THE WEST SIDE OF THE PROPERTY. ALL UTILITIES SHALL BE RELOCATED TO THE EAST SIDE OF THE PROPERTY.

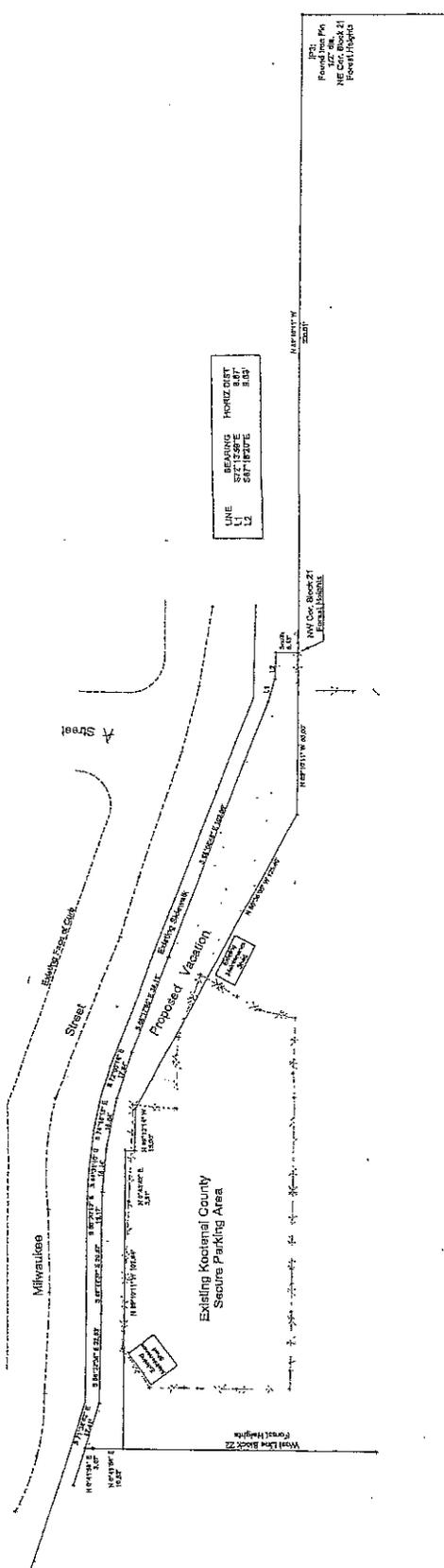
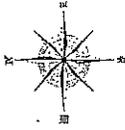
**PHASE 19 PARKING AND BUILDING**  
CONSTRUCTION SHALL BE LIMITED TO THE EAST SIDE OF THE PROPERTY. ALL UTILITIES SHALL BE RELOCATED TO THE WEST SIDE OF THE PROPERTY.



**KEYED NOTES**

- 1. ALL PARKING STALLS SHALL BE CONSTRUCTED TO MEET THE REQUIREMENTS OF THE IBC AND ADA.
- 2. ALL PARKING STALLS SHALL BE CONSTRUCTED TO MEET THE REQUIREMENTS OF THE IBC AND ADA.
- 3. ALL PARKING STALLS SHALL BE CONSTRUCTED TO MEET THE REQUIREMENTS OF THE IBC AND ADA.
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- 9. ALL PARKING STALLS SHALL BE CONSTRUCTED TO MEET THE REQUIREMENTS OF THE IBC AND ADA.
- 10. ALL PARKING STALLS SHALL BE CONSTRUCTED TO MEET THE REQUIREMENTS OF THE IBC AND ADA.
- 11. ALL PARKING STALLS SHALL BE CONSTRUCTED TO MEET THE REQUIREMENTS OF THE IBC AND ADA.
- 12. ALL PARKING STALLS SHALL BE CONSTRUCTED TO MEET THE REQUIREMENTS OF THE IBC AND ADA.
- 13. ALL PARKING STALLS SHALL BE CONSTRUCTED TO MEET THE REQUIREMENTS OF THE IBC AND ADA.
- 14. ALL PARKING STALLS SHALL BE CONSTRUCTED TO MEET THE REQUIREMENTS OF THE IBC AND ADA.
- 15. ALL PARKING STALLS SHALL BE CONSTRUCTED TO MEET THE REQUIREMENTS OF THE IBC AND ADA.
- 16. ALL PARKING STALLS SHALL BE CONSTRUCTED TO MEET THE REQUIREMENTS OF THE IBC AND ADA.
- 17. ALL PARKING STALLS SHALL BE CONSTRUCTED TO MEET THE REQUIREMENTS OF THE IBC AND ADA.
- 18. ALL PARKING STALLS SHALL BE CONSTRUCTED TO MEET THE REQUIREMENTS OF THE IBC AND ADA.
- 19. ALL PARKING STALLS SHALL BE CONSTRUCTED TO MEET THE REQUIREMENTS OF THE IBC AND ADA.
- 20. ALL PARKING STALLS SHALL BE CONSTRUCTED TO MEET THE REQUIREMENTS OF THE IBC AND ADA.

Milwaukee Avenue  
Proposed Vacation  
for Kootenai County



1791  
Found Iron Pin  
at  
NE Cor. Sec. 21  
East 1/4 Sec. 16

I, Bruce Anderson, Kootenai County Surveyor, LS 899, State of Idaho hereby certify that this survey is based upon an accurate survey of the original survey with Idaho Code 31-42719, 54-12, 55-16, and 55-18 as they pertain to surveys.



|           |                            |             |     |
|-----------|----------------------------|-------------|-----|
| FILE NAME | COURTHOUSE PARKING LOT TRV | DRAWN BY    |     |
| SCALE     | 10-25-2013                 | INSERT NAME |     |
| JOB       | REVISION                   | SHEET       |     |
| \$/JOB    | 1/1                        |             | 1/1 |

Government Way

CITY COUNCIL  
STAFF REPORT

**DATE:** March 4, 2014  
**FROM:** Christopher H. Bates, Engineering Project Manager   
**SUBJECT:** V-14-2, Vacation of the Utility, Ingress/Egress and Trail Easement in Tract  
"C" of the Riverstone West First Addition Plat

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**DECISION POINT**

The applicant, Matt Mayberry, acting as the representative for John Stone, Riverstone West, LLC, is requesting the vacation of the thirty foot (30') utility easement, and ingress/egress easement, and, seventeen foot (17') trail easement situated in Tract "C" (W. Tilford Lane) of the Riverstone West First Addition plat.

**HISTORY**

This roadway and the included easements in the Tract "C", wrap around the northerly boundary of Tract "A" and Tax #20315 on the noted plat (attached), rendering a combined parcel of approximately 0.86 acres unusable. The lots adjoining this tract, are in the process of being re-platted into the Riverstone West 5<sup>th</sup> Addition (attached), and, Tract "C" is currently being realigned (noted as Tract "A" on the 5<sup>th</sup> Addn.) along the southerly boundary of the new lots.

The Public Works Committee unanimously approved the action at its regularly scheduled meeting on January 27, 2014, and, directed staff to proceed onward for Council action.

**FINANCIAL ANALYSIS**

There is no financial impact to the City. No additional tax revenue would be generated by the vacation because they are easements and not property in fee.

**PERFORMANCE ANALYSIS**

The easements requested for vacation are being replaced on the newly submitted 5<sup>th</sup> Addition plat in proposed Tract "A", therefore, there is no net loss. Rededication of the easements will be completed when the new Riverstone West 5<sup>th</sup> Addition is finalized.

**RECOMMENDATION**

Recommendation to the City Council would be to approve the vacation action per Idaho Code Section 50-1306, and, to vacate the noted utility, ingress/egress, and, trail easements that were installed in Tract "C" on the Riverstone West First Addition plat.

Book J PAGE 488  
# 2100DM000

**RIVERSTONE WEST FIRST ADDITION**  
A REPLAT OF LOT 1, BLOCK 2 OF RIVERSTONE WEST,  
IN A PORTION OF THE NE 1/4, SEC. 10, T.50N., R.4W., B.M.,  
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

- LEGEND**
- ① FND. ALUMINUM CAP
  - FND. PLASTIC CAP 1/2 IN. DIAM., MKD. 4182
  - FND. STEEL PIN, 5/8 IN. DIAM., MKD. 4565, SET PRIOR SURVEY, EXCEPT AS NOTED
  - ④ FND. IRON ROD, 30 INS. LONG, 5/8 IN. DIAM., WITH A PLASTIC CAP MKD. PLS 4965, SET PRIOR SURVEY
  - ⑤ FND. IRON ROD, 30 INS. LONG, 5/8 IN. DIAM., WITH A PLASTIC CAP MKD. PLS 4965, IN MONUMENT CASE, SET PRIOR SURVEY
  - ⑥ FND. LEAD AND WASHER MKD. PLS 4565 IN CURB, SET PRIOR SURVEY
  - ⑦ SET AN IRON ROD, 30 INS. LONG, 5/8 IN. DIAM., WITH A PLASTIC CAP MKD. PLS 4565
  - ⑧ SET AN IRON ROD, 30 INS. LONG, 5/8 IN. DIAM., WITH A PLASTIC CAP MKD. PLS 4565, IN MONUMENT CASE
  - ⑨ CALCULATED POINT, NOTHING FOUND OR SET
  - ⑩ RIGHT OF WAY CENTER LINE

**LINE TABLE**

| LINE | LENGTH | BEARING     | LINE | LENGTH | BEARING     |
|------|--------|-------------|------|--------|-------------|
| L1   | 73.44  | S83°03'25"W | L31  | 40.74  | S82°24'20"W |
| L2   | 32.02  | S78°56'51"W | L32  | 48.35  | S89°53'37"W |
| L3   | 46.10  | S82°52'51"W | L33  | 48.10  | S87°47'47"W |
| L4   | 46.10  | S82°52'51"W | L34  | 48.10  | S87°47'47"W |
| L5   | 28.75  | S88°20'51"W | L35  | 76.23  | N85°24'20"W |
| L6   | 64.51  | S78°54'56"W | L36  | 40.45  | N45°24'20"W |
| L7   | 75.01  | N87°27'45"W | L37  | 18.88  | N62°30'37"W |
| L8   | 67.18  | N87°27'45"W | L38  | 18.88  | N62°30'37"W |
| L9   | 71.10  | N87°24'37"W | L39  | 25.64  | S23°55'47"W |
| L10  | 71.10  | N87°24'37"W | L40  | 76.78  | S85°42'40"W |
| L11  | 41.51  | S84°20'45"W | L41  | 76.78  | S85°42'40"W |
| L12  | 54.68  | S84°20'45"W | L42  | 76.78  | S85°42'40"W |
| L13  | 54.68  | S84°20'45"W | L43  | 76.78  | S85°42'40"W |
| L14  | 30.96  | N77°26'20"W | L44  | 76.78  | S85°42'40"W |
| L15  | 33.72  | N63°07'20"W | L45  | 76.78  | S85°42'40"W |
| L16  | 31.29  | N34°49'50"W | L46  | 76.78  | S85°42'40"W |
| L17  | 31.64  | N52°28'24"W | L47  | 76.78  | S85°42'40"W |
| L18  | 31.64  | N52°28'24"W | L48  | 76.78  | S85°42'40"W |
| L19  | 71.01  | N17°24'54"W | L49  | 76.78  | S85°42'40"W |
| L20  | 70.77  | S65°30'04"E | L50  | 51.36  | N00°00'00"W |
| L21  | 74.97  | S49°24'45"E | L51  | 55.04  | N00°00'00"W |
| L22  | 81.91  | S11°14'51"E | L52  | 55.04  | N00°00'00"W |
| L23  | 46.91  | S81°20'03"W | L53  | 76.78  | S85°42'40"W |
| L24  | 50.25  | S81°20'03"W | L54  | 76.78  | S85°42'40"W |
| L25  | 42.17  | S82°04'45"W | L55  | 76.78  | S85°42'40"W |
| L26  | 42.36  | S69°24'47"W | L56  | 47.60  | N81°20'00"W |
| L27  | 33.91  | S69°24'47"W | L57  | 47.60  | N81°20'00"W |
| L28  | 33.91  | S69°24'47"W | L58  | 47.60  | N81°20'00"W |
| L29  | 23.92  | N77°18'14"W | L59  | 30.00  | S00°00'00"W |
| L30  | 42.19  | N77°18'14"W | L60  | 86.87  | S85°55'51"W |
| L31  | 42.19  | S49°30'38"W | L61  | 66.10  | N77°17'56"E |
| L32  | 54.74  | S58°27'28"W | L62  | 54.74  | N77°17'56"E |
| L33  | 51.75  | S62°10'28"W | L63  | 54.74  | N77°17'56"E |
| L34  | 51.75  | S62°10'28"W | L64  | 54.74  | N77°17'56"E |

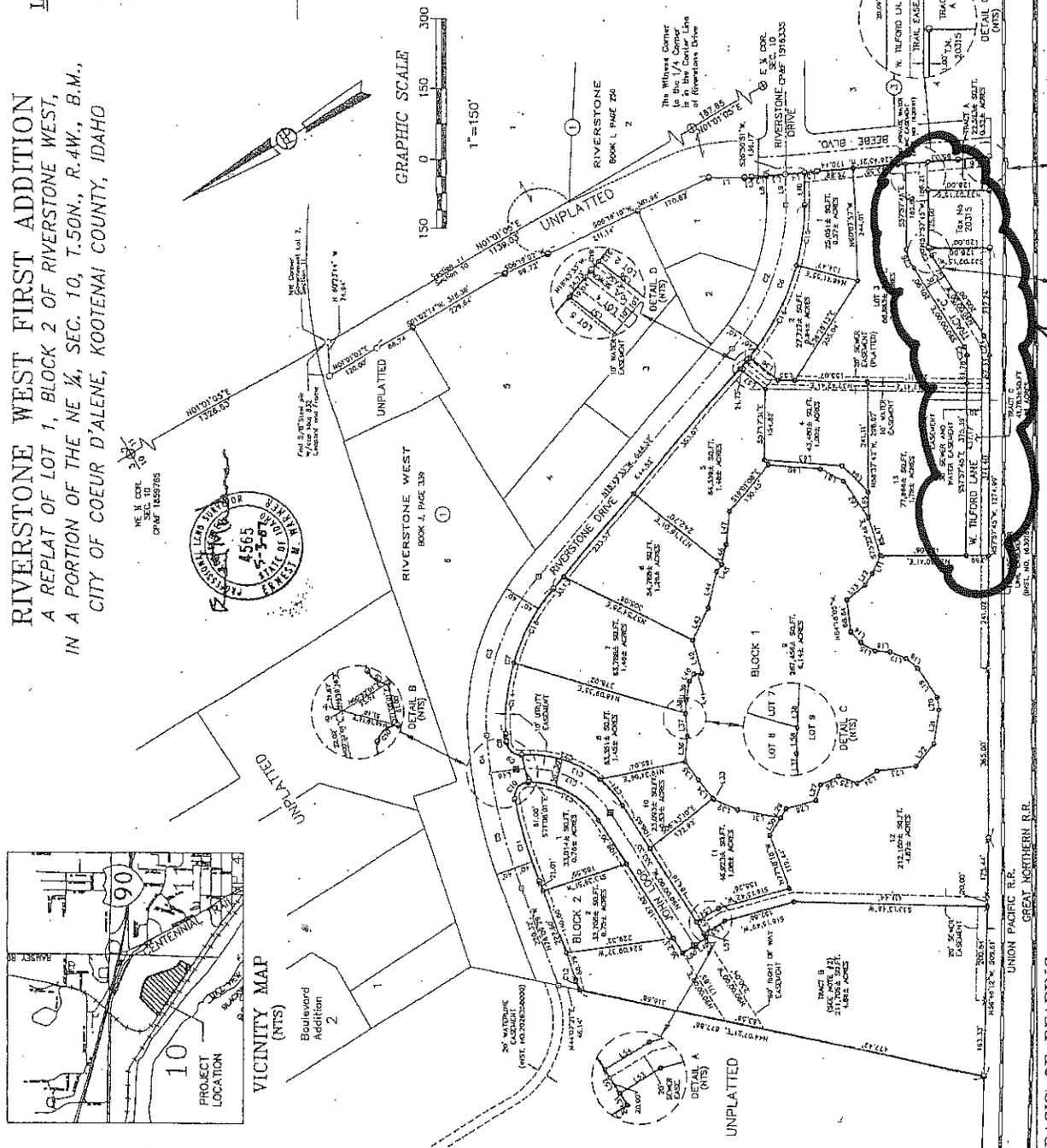
**CURVE TABLE**

| CURVE | LENGTH | RADIUS  | DELTA   | CHORD    | CHORD DISTANCE |
|-------|--------|---------|---------|----------|----------------|
| C1    | 18.48  | 508.83  | 17.0247 | 32.7051  | 15.85          |
| C2    | 33.75  | 520.20  | 34.1104 | 58.0338  | 32.21          |
| C3    | 34.36  | 483.00  | 42.9950 | 64.0338  | 35.48          |
| C4    | 41.46  | 1114.00 | 41.798  | 165.9417 | 81.48          |
| C5    | 34.36  | 520.20  | 34.1104 | 58.0338  | 32.21          |
| C6    | 33.97  | 445.00  | 43.9000 | 64.0338  | 35.48          |
| C7    | 16.93  | 1074.00 | 10.9490 | 32.7051  | 15.85          |
| C8    | 46.92  | 30.00   | 89.9396 | 89.2002  | 42.38          |
| C9    | 18.48  | 508.83  | 17.0247 | 32.7051  | 15.85          |
| C10   | 18.48  | 1014.00 | 10.1124 | 32.7051  | 15.85          |
| C11   | 22.69  | 260.00  | 42.9520 | 47.8702  | 23.51          |
| C12   | 22.69  | 260.00  | 42.9520 | 47.8702  | 23.51          |
| C13   | 24.64  | 230.00  | 42.1418 | 58.8232  | 27.74          |
| C14   | 15.48  | 445.00  | 15.5395 | 31.1662  | 15.57          |
| C15   | 15.48  | 445.00  | 15.5395 | 31.1662  | 15.57          |
| C16   | 23.75  | 500.00  | 32.7147 | 53.1432  | 24.11          |
| C17   | 23.75  | 500.00  | 32.7147 | 53.1432  | 24.11          |
| C18   | 17.53  | 445.00  | 17.5000 | 31.1662  | 15.57          |
| C19   | 17.53  | 445.00  | 17.5000 | 31.1662  | 15.57          |
| C20   | 17.53  | 170.00  | 29.9357 | 18.6732  | 9.33           |
| C21   | 17.53  | 170.00  | 29.9357 | 18.6732  | 9.33           |
| C22   | 17.53  | 170.00  | 29.9357 | 18.6732  | 9.33           |
| C23   | 17.53  | 170.00  | 29.9357 | 18.6732  | 9.33           |
| C24   | 17.53  | 170.00  | 29.9357 | 18.6732  | 9.33           |
| C25   | 17.53  | 170.00  | 29.9357 | 18.6732  | 9.33           |
| C26   | 17.53  | 170.00  | 29.9357 | 18.6732  | 9.33           |
| C27   | 17.53  | 170.00  | 29.9357 | 18.6732  | 9.33           |
| C28   | 17.53  | 170.00  | 29.9357 | 18.6732  | 9.33           |
| C29   | 17.53  | 170.00  | 29.9357 | 18.6732  | 9.33           |
| C30   | 17.53  | 170.00  | 29.9357 | 18.6732  | 9.33           |

**TATE ENGINEERING**  
1103 N. 4TH STREET, COEUR D'ALENE, IDAHO, 83814  
(208) 878-8708 FAX (208) 887-2129

PROJECT NO: 04-180 DATE: 3/09/07 SCALE: 1"=150'  
DRAWING: 04818P CHECKED: ENW DRAWN BY: DPS/SSW

PAGE 1 OF 2



- NOTES**
1. ALL DISTANCES ARE IN U.S. FEET.
  2. TRACT B IS A RESERVE TRACT.
  3. TRACT A IS RESERVED FOR STORMWATER TREATMENT AND LANDSCAPING.
  4. A GEOTECHNICAL REPORT ISSUED BY ALLWEST ADDRESSES SITE ISSUES REGARDING PLACEMENT OF FILL, FOUNDATION LOADS, ETC., DATED 10/09/06 HAS BEEN PROVIDED TO THE CITY OF COEUR D'ALENE AND SRM DEVELOPMENT.

**BASIS OF BEARING**  
BASIS OF BEARING IS NORTH 01°01'05" EAST BETWEEN FOUND MONUMENTS (AS SHOWN) ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 10, ACCORDING TO THE CITY OF COEUR D'ALENE STATE PLANE GRID MAP.

**SURVEYS OF RECORD & PRIOR SURVEYS**  
1) PLAT OF RIVERSTONE WEST - BOOK 1, PAGE 339

EASEMENTS IN TRACT "C"





JOHN

RIVERSTONE PLAZA

SELVICE

VILLAGE AT RIVERSTONE

OLD MILL

RIVERSTONE WEST 1ST ADDITION

RIVERSTONE

BEEBE

CENTENNIAL TRAIL

Riverstone Drive

Area of request

Beebe Blvd.

Centennial Trail

Bellerive Lane

BELLERIVE

RIVERSTONE



INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

February 24, 2014  
**GENERAL SERVICES COMMITTEE**  
**MINUTES**  
**12:00 p.m., Library Community Room**

**COMMITTEE MEMBERS**

Ron Edinger, Chairperson  
Steve Adams  
Amy Evans - ABSENT

**CITIZENS**

Terry Cooper, Downtown Assoc.

**STAFF**

Kirk Johnson, I.T. Network Administrator  
Renata McLeod, City Clerk  
Kathy Lewis, Deputy City Clerk  
Mike Gridley, City Attorney  
Keith Erickson, City's Communications Coordinator  
Troy Tymesen, Finance Director  
Juanita Knight, Liaison

**Item 1. Springbrook Migration Agreement.**  
**(Consent Resolution No. 14-006)**

Kirk Johnson is requesting Council approval of the Springbrook Software Version Seven Migration Agreement. Mr. Johnson noted in his staff report that the City has been using Springbrook software since 2003. The software in the "lifblood" application for the City, as it coordinates Payroll, Utility Billing, Accounts Payable, General Ledger, and portions of Human Resources. The Estimated cost to migrate to Springbrook Ver 7.05 is \$21,040. Negotiations have brought us to this number from original costs of \$39,450. The estimate does not include travel or training expenses (for on-site training), which are estimated at an additional \$8096. Funding would be covered by Wastewater, Water, the Drainage Utility System, and General fund through an equal, 4-way split. Once the migration (upgrade) is completed, our annual maintenance agreement with Springbrook will be reduced by 25%. Annual maintenance is currently \$34,152. The new annual maintenance cost will be \$26,098 after the migration is completed. This will provide an annual savings of \$8054. The last round of negotiating with Springbrook did not finalize until the middle of October 2013, which did not allow for the City to budget within FY 2013-2014. Current performance issues with the software, which will be cured with this update, are causing a need to accelerate the purchase of this update prior to the start of next fiscal year. Mr. Johnson added that a recent expansion of the database is showing signs that we have reached the limits of what we can expand it to. The performance issues with Springbrook have begun to impede normal workday productivity for many users, and is focusing the need to accelerate the migration. Examples of some problems are incomplete reports, programs error out when attempting to retrieve data, long waits for simple account lookups and unresponsive clients. Approval of this software update will allow the City to realize savings in annual maintenance costs and improve employee productivity by resolving current performance deficiencies.

Councilperson Adams asked if this has been budgeted. Troy Tymesen, Finance Director, said the City has been anticipating this change. Staff was planning to put this in the 2014-15 financial plan. Negotiations have been going on and not settled until recently. So this is not in the current budget however they have identified the dollars in all the different funds. If this is approved by Council the migration will not take place until June or July of this year.

**MOTION: by Councilperson Adams seconded by Councilperson Edinger to recommend that Council adopt Resolution No. 14-006 approving the Springbrook Software Version Seven Migration Agreement.**

**Item 2. Mobile Sales / Solicitation.**  
**(Information Only)**

Renata McLeod is asking Council to provide staff direction regarding the creation of regulations regarding door to door solicitation and mobile sales on private property within the city limits of Coeur d'Alene. Mrs. McLeod noted that these items were brought forward by Councilperson Gookin. Mrs. McLeod said staff could model the City of Hayden's door to door solicitation regulations which currently charge a \$25.00 fee registration with some exemptions for non-profits. The registration would provide Police and neighborhood groups notice that these folks are going to be in the neighborhood and hopefully cut down on calls of people wondering if they are legitimate.

Councilperson Adams asked if other entities provide the registrants with credentials to carry to show they've registered with the City. Mrs. McLeod said some entities go as far as to require finger prints and background checks. She is unaware what the City of Hayden requires.

Councilperson Edinger asked who would be considered exempt. Mrs. McLeod said it can be set up however the Council would like it set up. Mr. Edinger asked about the Green River Ordinance the City used to have. Kathy Lewis said the Green River Ordinance made it illegal to sell door to door and it was repealed before 1998. *[Juanita researched this and the Green River Ordinance was repealed by Ordinance No. 1895 on April 2, 1985].*

Councilperson Adams said he doesn't have great concern with door to door solicitation. He is aware of a citizen who is concerned that it is a safety issue.

Mrs. Lewis said they've received a number of calls from citizens that are concerned that the City doesn't regulate the door to door solicitation for safety reasons.

**MOTION: by Councilperson Adams, seconded by Councilperson Edinger, to direct staff to create regulations regarding door to door solicitation and return to General Services Committee.**

Mrs. McLeod said the Mobile Sales is a little more complex. As of now the City regulates mobile sales when they are on public property. There are now a number of mobile food sales on private property. They claim to be temporary uses so they don't fall within the planning codes. They are within commercial zones so direct sales are allowed in commercial zones. What the city is finding is it is getting difficult to enforce sign codes, the fire department would like to be able to inspect if they are using any gasses, propane, etc. Panhandle Health District currently regulates the food sales. They have an extensive application process and deal with the health aspect and the waste aspect. Some issues that could be addressed are traffic flow, signage, inspections, inspections for fire issues, outdoor seating, etc.

Councilperson Adams asked Councilperson Edinger if he's received any complaints about these mobile vendors. Councilperson Edinger said he has not. Mrs. Lewis said they get a lot of complaints from the general business public saying they have to pay sewer cap fees, impact fees, etc. and don't feel it's fair that these vendors can run without paying those same fees.

Councilperson Edinger asked if staff has gone to these vendors to discuss any of these issues. Mrs. McLeod said they have not. We are here to see if Council desires staff to spend more time on this issue.

**MOTION: by Councilperson Adams seconded by Councilperson Edinger to direct staff to create regulations regarding mobile sales on private property and return to General Services.**

**Item 3. Amendments to the [Food and Alcohol Beverage Service Areas on Public Sidewalks] Outdoor Eating Policy.**  
**(Consent Resolution No. 14-006)**

Kathy Lewis reported that currently the outdoor eating policy allows sidewalk seating from April 1<sup>st</sup> - October 15<sup>th</sup>. The last couple of years the weather has been very nice around October 15<sup>th</sup>. Last fall they had a meeting with the bar owners and some wanted no restriction on the permit season and other wanted an extension to the sidewalk seating permit season from March 17<sup>th</sup> through the end of October. Mrs. Lewis said she spoke with Terry Cooper of the Downtown Association and well as the Police Department and they said it doesn't cause any issues for them. She noted that Wastewater did have some issues with it but they said they would address that next year. She wanted to get this before the Council now is because they are wanting to get the sidewalk seating out by Saint Patrick's Day. She also noted that there will be a ten dollar increase in the permit fee for the extended use.

Councilperson Edinger asked Terry Cooper how things are going downtown with the outdoor seating. Terry Cooper said it is going great. People are staying behind the chained stanchions. He mention that during special events they sometimes have an issue but security quickly takes care of things. It's a great environment for people to enjoy the outdoors and activities of downtown..

**MOTION: by Councilperson Adams seconded by Councilperson Edinger to recommend that Council adopt Resolution No. 14-006 approving an amendment to the Food and Alcoholic Beverage Service Areas on Public Sidewalks (Outdoor Eating) Policy to extend the dates of the permit from April 1<sup>st</sup> through October 15<sup>th</sup> to March 17<sup>th</sup> through October 31<sup>st</sup>.**

The meeting adjourned at 12:40 p.m.

Respectfully submitted,

*Juanita Knight*

Recording Secretary