

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

**AGENDA**

**VISION STATEMENT**

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

*NOTE: The City is utilizing Governor Little's Stage 3 Rebound Idaho guidance for its public meeting. As such, we are abiding by the social distancing standard of 6' within the physical meeting room, and limiting seating to approximately 10 seats, seating will be first come first serve. Therefore, we are still encouraging the public to participate electronically. While participating electronically the public comments will be taken during that section of the meeting by indicating a raised hand through the Zoom meeting application. Public comments will not be acknowledged during any other time in the meeting. Additionally, you may provide written public comments to the City Clerk at [renata@cdaid.org](mailto:renata@cdaid.org) any time prior to 4:00 p.m. the day of the meeting.*

*The meeting will be aired on Zoom meeting network with the following options:  
<https://zoom.us/j/94769910634> Password: 522103 or Dial: US: +1 346 248 7799 or +1 646 518 9805 or 877 853 5257 (Toll Free) or 888 475 4499 (Toll Free)*

*Live viewing options include Facebook Live and YouTube, and is rebroadcast on Spectrum Cable channel 1301 and on YouTube through a link on the city's website ([www.cdaid.org](http://www.cdaid.org)).*

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

**April 6, 2021: 6:00 p.m.**

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

**B. INVOCATION:** Pastor Aaron Richner with The Cause (CDA) Church

**C. PLEDGE OF ALLEGIANCE:**

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

**E. PRESENTATIONS:**

**1. Proclamation of April 2021 as Fair Housing Month.**

**Accepted by: Chris Gray, Century 21 Beutler and Associates**

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

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

**G. ANNOUNCEMENTS:**

1. **City Council**
2. **Mayor Appointments** – Angela Fox to the Childcare Commission and Lewis Rumpler to the Planning Commission.

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

1. Approval of Council Minutes for the March 16, 2021, Council Meeting.
2. Approval of General Services/Public Works Committee Minutes for the March 22, 2021, Meeting.
3. Approval of Bills as Submitted.
4. Setting of General Services/Public Works Committee meeting for Monday, April 12, 2021, at 12:00 noon.
5. Setting of a Public Hearing for April 20, 2021, for V-21-01 Vacation of a Portion of Undeveloped Right-of-Way Adjoining the Southerly Boundary of Tract 335 of the Amended Plat of Hayden Lake Irrigated Tracts in the City of Coeur d'Alene.
6. **Resolution No. 21-019:**
  - a. Approval of a Three-Year Lease Agreement with The Buoy LLC for Mobile Food Concession Services at Independence Point.
  - b. Approval of the City to Participate in the Kootenai County Multi-Jurisdictional All Hazard Mitigation Plan Update.

**As Recommend by the General Services/Public Works Committee**

**I. OTHER BUSINESS:**

1. Appeal Hearing for Urban Forestry Committee Denial of a Tree Removal Request at 2102 N. 14<sup>th</sup> Street by Milford Bailey.

**Staff Report by Nick Goodwin, Urban Forestry Coordinator**

2. **Resolution No. 21-020-** Approve a Contract with TML Construction, Inc., for the 2021 Compost Biosolids Hopper Retrofit Project at the Compost Facility.

**Staff Report by: Mike Becker, Wastewater Capital Program Manager**

3. **Resolution No. 21-021-** Approve an Agreement with School District 271 for School Resource Officers for a Two-year Term.

**Staff Report by: Police Chief Lee White**

4. **Resolution No. 21-022-** Award of Bid to and Approval of an Agreement with TML Construction, Inc., for the Huetter Well Facility.

**Staff Report by: Terry Pickel, Water Department Director**

**J. GENERAL SERVICES/PUBLIC WORKS COMMITTEE:**

1. **Resolution No. 21-023-** Approve a Contract with Poe Asphalt Paving, Inc., for the 2021 Chipseal Project.

**Staff Report by: City Engineer Chris Bosley**

2. **Council Bill No. 21-1005 -** Approval of Amendments to Municipal Code Chapter 2.82, Pedestrian and Bicycle Advisory Committee.

**Staff Report by: Monte McCully, Trails Coordinator**

3. **Resolution No. 21-024-** Approve Amendments to the City's Food and/or Alcoholic Beverage Service Areas on Public Sidewalks Policy.

**Staff Report by: Renata McLeod, Municipal Services Director/City Clerk**

**K. ADJOURNMENT:**



# Coeur d'Alene

## CITY COUNCIL MEETING

*April 6, 2021*

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**MEMBERS OF THE CITY COUNCIL:**  
Steve Widmyer, Mayor  
Council Members McEvers, English, Evans, Gookin, Miller, Wood

# PRESENTATIONS

PROCLAMATION

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

WHEREAS, it has been 53 years since the enactment of the 1968 Act and the community of Coeur d'Alene continues to work together to uphold the Fair Housing law and the principal of equal opportunity on which it is based; and

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

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

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

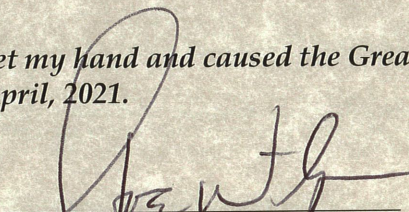
NOW, THEREFORE, I STEVE WIDMYER, Mayor of the City of Coeur d'Alene, Idaho, do hereby proclaim April, 2021 as

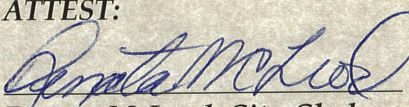
**"FAIR HOUSING MONTH"**

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

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d'Alene to be affixed this 6th day of April, 2021.



  
Steve Widmyer, Mayor

ATTEST:  
  
Renata McLeod, City Clerk

# ANNOUNCEMENTS

# Memo to Council

DATE: March 24, 2021

RE: Appointment to Boards/Commissions/Committees

The following appointment is presented for your consideration for the April 6, 2021, Council Meeting:

ANGELA FOX

Childcare Commission (Appointment)

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

Sincerely,

Sherrie Badertscher  
Executive Assistant

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



# Memo to Council

DATE: March 22, 2021

RE: Appointment to Boards/Commissions/Committees

The following reappointment is presented for your consideration for the April 6, 2021, Council Meeting:

LEWIS RUMPLER                      Planning Commission (Reappointment)

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

Sincerely,

Sherrie Badertscher  
Executive Assistant

cc:     Renata McLeod, Municipal Services Director  
        Hilary Anderson, Community Planning Director

# CONSENT CALENDAR

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

March 16, 2021

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room March 16, 2021, at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

Dan Gookin	)	Members of Council Present
Christie Wood	)	
Dan English	)	
Kiki Miller	)	
Amy Evans	)	
Woody McEvers	)	

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

**INVOCATION:** Pastor Brock Hoyer with Journey of Hope Church provided the invocation.

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

**ANNOUNCEMENTS:**

Councilmember Miller stated she attended the North Idaho Building Contractors Association meeting. She said the Association has much work to do but they are coming together well.

Councilmember Wood announced the North Idaho College Board of Trustees approved the expansion of the Meyer Health and Sciences Building. She stated it would produce potential employees capable of filling future jobs in the health science area and would tie in nicely with the Health Corridor. The expansion is expected to be completed in the Spring of 2022.

**CONSENT CALENDAR:**

1. Approval of Council Minutes for the March 2, 2021, Council Meeting.
2. Approval of General Services/Public Works Committee Minutes for the March 8, 2021, Meeting.
3. Approval of Bills as Submitted.
4. Approval of Financial Report.
5. Setting of General Services/Public Works Committee Meeting for Monday, March 22, 2021, at 12:00 noon.
6. Setting of a Public Hearing for April 20, 2021:

- a. V-20-01 Vacation of a Portion of Excess Seltice Way Right-of-Way Adjoining the Southerly Boundary of the Coeur d'Alene Honda Auto Dealership & Tax # 3599 in the City of Coeur d'Alene.
7. **Resolution No. 21-014** – A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING AN EASEMENT FROM PAUL AND SUSIE PETROFF FOR A SEWER MAIN LOCATED ON PROPERTY AT 514 S. 18TH STREET.

**MOTION:** Motion by McEvers, seconded by Evans, to approve the Consent Calendar as presented, including **Resolution No. 21-014**.

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

### **RESOLUTION NO. 21-015**

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A DESIGN, FABRICATION, AND INSTALLATION SERVICES CONTRACT WITH HUMANITY MEMORIAL, INC., FOR THE FOUR CORNERS PUBLIC ART PROJECT ENTITLED "MONUMENT TO PEACE AND UNITY."

**STAFF REPORT:** City Administrator Troy Tymesen introduced John Bruning, Arts Commissioner, who gave a presentation regarding the process for selecting the art project. He explained that the Arts Commission issued a national Request for Artist Qualifications on August 11, 2020, for public art at the Four Corners Gateway. The Four Corners Gateway is the intersection of Northwest Boulevard, Government Way and Fort Grounds Drive. The City received a total of 20 artist qualification submissions through CaFE and after initial review, the artists who met the minimum qualifications were narrowed down to five (5) artists. The five (5) artists received \$1,000 honorarium to provide sketched details, materials list, rendering narration, budget, and a maquette of the proposed art piece. Through an online survey three (3) finalist were chosen to be personally interviewed for final selection. The selection committee met on February 8, 2021, to review the public comments and conduct Zoom interviews with the top three (3) artists. Following the interviews, and after thorough review and discussion, the voting members of the selection committee unanimously chose artist Ai Qiu Hopen, of Humanity Memorial Inc., and her art proposal entitled "The Monument to Peace and Unity." The selection committee was especially impressed with Ms. Hopen's Zoom interview, the research she conducted on the project, and the extremely professional manner of her presentation. She did her research and incorporated the theme of the call using special phrases cut into the artwork. The recommendation was then presented to the Arts Commission at their meeting on February 24, 2021, where the Commission voted unanimously to accept the recommendation of the selection committee, and to recommend that Council approve a contract with Humanity Memorial Inc., for "The Monument to Peace and Unity" in the amount of \$75,000. Pursuant to the Request for Qualifications timeline, the artwork would be scheduled for completion and installation in September 2021. Mr. Bruning wished to thank the subcommittee members who took the time to review the proposals, interview the artists, and make the recommendations to the Arts Commission and to the Council. He also wished to give special thanks to Dr. Priscilla Bell for

her efforts in drafting the theme portion of the call. Mr. Bruning stated the artwork will be sturdy, durable, and made out of 5/8” steel. It will be an art piece that is low maintenance and will last for many years.

**DISCUSSION:** Councilmember Wood stated the art piece is gorgeous and the subcommittee did wonderful work choosing the art, the message was what was important, and she felt it would be very a durable and long-lasting art piece. She wished to thank Dr. Priscilla Bell for her work on the call. She also mentioned she would love to see the hometown heroes project revisited in the future. Councilmember Gookin stated he has a few concerns concerning the topic of art in general, not this piece or the artist. He felt it was art for the sake of art and not specific to the City of Coeur d’Alene (CDA) and its history. He noted this art piece could be placed in any city and was not specific to CDA. He stated it was a missed opportunity to highlight the history of the area and would like to have more options to choose from when art projects are brought to council, and would also like to support local artists. Councilmember English mentioned the artwork is a terrific interactive piece and will represent CDA well. He stated careful consideration was given during the subcommittee review process and he is happy to support it.

**MOTION:** Motion by Evans, seconded by English to approve **Resolution No. 21-015**, to approve Resolution No. 21-015, approving a contract with Humanity Memorial, Inc., in the amount of \$75,000.00, for the public art entitled “Monument to Peace and Unity” at the Four Corners Gateway.

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

#### **RESOLUTION NO. 21-016**

A RESOLUTION OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A THREE-YEAR LEASE AGREEMENT WITH AN OPTION TO EXTEND WITH THE BUOY, LLC, FOR CONCESSIONS SERVICES AT THE MCEUEN PARK ROTARY HARBOR HOUSE.

**STAFF REPORT:** Parks and Recreation Director Bill Greenwood explained that The Buoy LLC has been the concessioner at the Rotary Harbor House since 2016, which includes beer and wine sales. Last season they allowed them to increase seating by expanding the layout. Due to the increase of the square footage of seating at the harbor House the lease fee will increase. The fees for the next three (3) years are as follows: year 1) \$16,000, each subsequent year shall increase based on the Bureau of Labor Statistics Price Index (CPI-U) West region. Mr. Greenwood mentioned the concessioner does a great job.

**DISCUSSION:** Mayor Widmyer agreed this group does a good job and attracts a good crowd. Councilmember Miller asked if there was an opportunity for the concessioner to collect the boat launch fees, as it’s currently paid on the honor system and asked Mr. Greenwood to discuss the topic with the vendor. Councilmember English noted it may be a burden to place the boat launch collection fees on the vendor.

**MOTION:** Motion by Gookin, seconded by Wood to approve **Resolution No. 21-016**, approving a 3-year Concession Lease Agreement with The Buoy LLC, with the option to renew for an additional three (3) years, at McEuen Park Rotary Harbor House.

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

### **RESOLUTION NO. 21-017**

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A FIVE-YEAR RENEWABLE LEASE AGREEMENT WITH COEUR D'ALENE ON ICE, LLC, TO CREATE AND OPERATE A SEASONAL ICE-SKATING RINK IN MCEUEN PARK.

**STAFF REPORT:** Parks and Recreation Director Bill Greenwood noted that over the years staff has looked for a consistent winter activity in the downtown core that would promote winter park use and increase downtown activity. Staff believes this ice-skating rink proposal will accomplish increased downtown winter activity. The Department was approached by Jerome & Andrea Murry d/b/a Coeur d' Alene on Ice (CDA on Ice) about their business model they have done successfully in Modesto, California. They discussed locations and options and believes the grass area in front of the Avista Pavilion would serve as the best location for this new endeavor. CDA on Ice would pay the City \$6,000 per season with an annual CPI increases for 5-years. The agreement includes an option of an extension for five (5) more years starting at \$10,000 per season, with incremental yearly increases shown within the agreement. CDA on Ice would pay for all power costs associated with the ice rink. All revenue generated from the agreement will be placed in the Parks Capital Improvement Fund. Mr. Greenwood stated the area of the park where the rink would be located is not currently being used in the winter months and this activity would not displace any events. He said it is a good use of the offseason space. The rink set-up would start in mid-October and run through mid-January for the breakdown. He stated Parks staff already performs snow removal in the winter months for this park's sidewalks and trails, so the sidewalks would be clear for patrons of the rink. Ice rink staff would assist with some snow removal as well. The staff of CDA on Ice would help with the cleaning of the restroom throughout the day and after hours, and CDA on Ice would be providing security for the facility when they are closed. Mr. Greenwood said CDA on Ice would cover all of the costs of the erection and maintenance of the ice rink and surrounding area, and would restore the area of the park used to as good or better condition at the end of each season. CDA on Ice will charge users and operate limited concessions, and would be solely responsible for advertising and promotion. Mr. Greenwood noted the vendor would not be erecting the tent as shown in the photos. He stated there would be open skate time for the public and the vendor would offer other rental times for special events. He stated the vendor also works with the Disability Action Center and would hold special skate days/times for people with special needs.

**DISCUSSION:** Councilmember Wood mentioned the Parks and Recreation Commission loves the idea and strongly supports it. Councilmember Gookin asked about the integrity of the field where the rink would be placed, as there has been some water saturation in the past. Mr. Greenwood assured the Council the area is well compacted and there should not be any issues where the rink will be placed. He noted they plan to add sand to that area in order to level the surface, which will

also add stability. Councilmember Miller mentioned she spoke with City Attorney Mike Gridley regarding liability insurance and has been assured the City would be covered and this would be a great public-private partnership.

**MOTION:** Motion by Evans, seconded by Miller, to approve **Resolution No. 21-017**, approving a 5-year Renewable Lease Agreement with Coeur d'Alene on Ice, LLC, to create and operate a seasonal ice-skating rink in McEuen Park.

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

### **RESOLUTION NO. 21-018**

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE THIRD AMENDMENT TO THE OPTION AND LEASE AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC, MODIFYING THE CELL SITE AND LEASE RATE FOR THE PRAIRIE STANDPIPE.

**STAFF REPORT:** Water Department Director Terry Pickel explained that he would have liked to take this item through the General Services/Public Works Committee but the project was under a time constraint for approval as the vendor has to have back-up power to be in compliance with government contracts they have acquired. Historically the City has authorized cellular providers to utilize existing infrastructure where available for cellular communications equipment. This saves them the cost of constructing very expensive towers. New Cingular Wireless/AT&T leases space on the top of the Prairie Standpipe. T-Mobile leases space on the Industrial Standpipe. Two (2) previous providers have terminated their leases and removed their equipment. New Cingular Wireless/AT&T is proposing to expand their equipment adjacent to the Prairie Standpipe. As they have now secured government contracts, they must supply a backup power source for their equipment to guarantee reliability. They are proposing to install a standby generator, thereby increasing their footprint on the property. As previously mentioned, the cellular provider presented a proposal to add a backup power supply to the Prairie Standpipe antenna array to meet government contract requirements. After review of the original lease agreement, it was determined that this would require additional lease space, similar to an installation completed by T-Mobile at the Industrial Standpipe. Staff considered this a material modification and negotiated with New Cingular Wireless/AT&T for an increase in the monthly lease rate. The provider is currently paying a monthly lease rate of \$1,019.18. The proposed amendment will increase the lease rate by \$500.00 to \$1,519.18 per month. The original agreement also includes a 10% escalation factor every five (5) years which will be due July 1, 2021. T-Mobile was previously charged an additional \$500 in rent with placement of a backup power source at the Industrial Standpipe, so this was consistent with previous practice. They will move a sprinkler line to accommodate the new generator location. He stated there were no concerns with the neighbors as this was a quiet generator. He researched leases in the area and this is on point with the area averages.

**DISCUSSION:** Mayor Widmyer mentioned he toured the new water building and suggested the rest of Council and staff tour it when they have the opportunity. He noted that staff had done a

fantastic job planning the facility and it will serve the citizens of CDA long into the future. Councilmember Gookin mentioned the building was built without incurring any debt to the City.

**MOTION:** Motion by McEvers, seconded by Wood to approve **Resolution No. 21-018**, approving a Third Amendment to the Lease Agreement with New Cingular/AT&T.

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

**LEGISLATIVE HEARING - V-20-05 VACATION OF AN ELEVEN-FOOT-WIDE ALLEY LOCATED BETWEEN DAVIDSON AVENUE AND EMMA AVENUE WEST OF GOVERNMENT WAY IN THE CITY OF COEUR D'ALENE.**

**STAFF REPORT:** Engineering Project Manager Dennis Grant noted that the applicant, Christopher Deering and Heather Dorrell, were requesting the vacation of an eleven-foot-wide alley located between Davidson Avenue and Emma Avenue west of Government Way. It is unknown when the requested right-of-way was originally dedicated to the City of Coeur d'Alene. The purpose of the request was to vacate an eleven foot (11') wide, unimproved public alley which had no foreseeable use by the City. The alley does not contain any City utilities. The franchise utilities would keep their access easement as part of the vacation ordinance. Therefore, the vacation of the portion of right-of-way adjoining the parcel would not impact the City and would be a benefit to the property owner, and add 2580 square feet to county tax rolls. Mr. Grant noted that he sent out 43 certified mailings with no comments returned.

**DISCUSSION:** Councilmember Gookin asked if there was an alley that goes all the way through between Davidson and Emma Avenues. Mr. Grant stated it does have a small 11-foot alley. Two (2) property owners (located at 211 Davidson, and 224 Emma) that have the only access to their properties from the alley, and they would retain access with this vacation.

Mayor Widmyer opened public comments and, with none being heard, public testimony was closed.

**COUNCIL BILL NO. 21-1004**

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, VACATING AN ELEVEN-FOOT-WIDE ALLEY, GENERALLY DESCRIBED AS A PARCEL OF LAND LOCATED IN GOVERNMENT LOT 13, SECTION 11, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, CITY OF COEUR D'ALENE, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

**MOTION:** Motion by McEvers, seconded by Miller, to dispense with the rule and read **Council Bill No. 21-1004** once by title only.

**ROLL CALL:** Wood Aye; Evans Aye; Miller Aye; McEvers Aye; Gookin Aye; English Aye.



**Motion carried.**

**MOTION:** Motion by McEvers , seconded by Miller, to adopt **Council Bill No. 21-1004.**

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

**(QUASI-JUDICIAL HEARING) - A-1-21: A PROPOSED 21.6-ACRE ANNEXATION FROM COUNTY AGRICULTURE, COMMERCIAL & LIGHT INDUSTRIAL TO CITY R-17 & C-17, LOCATED AT THE NORTHEAST CORNER OF WILBUR AVE AND HWY 95 APPLICANT: DODGE HERITAGE, LLC/JB DODGE CO. LLC**

**STAFF REPORT:** Associate Planner Mike Behary explained this is a public hearing for the applicant Dodge Heritage LLC / JB Dodge Company LLC, was requesting annexation of 21.6 acres zoned from County Agricultural to City R-17 (Residential 17 units/acre) and C-17 (Commercial) zoning on the property. Approximately 5.4 acres was proposed to be C-17 that would allow for commercial and retail uses located in the southwest part of the subject site that is adjacent to the intersection of Wilbur and US-95. The remainder of the property, approximately 16.2 acres was proposed to be R-17. Mr. Behary noted it is currently vacant and located in the unincorporated area of the county. The applicant has indicated the R-17 zone portion of this site would allow for a future multi-family development that could allow opportunities for additional affordable workforce housing. The applicant was proposing three (3) access points to the subject site, one (1) access off of Wilbur Avenue, one (1) off of Government Way, and one (1) off of Aqua Avenue. Mr. Behary noted there are four (4) findings required for the annexation and they were as follows: the request is or is not in conformance with the Comprehensive Plan policies; public facilities and utilities are or are not available and adequate for the proposed use (he noted that stormwater would be addressed as the annexation develops and the applicant would be required to submit a landscape plan for approval to prevent double access); the physical characteristics of the site do or do not make it an acceptable request at this time; the proposal would or would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character and/or existing land uses. He presented the surrounding zoning, land uses, and applicable Comprehensive Plan objectives and provided staff input regarding the finding categories including traffic. All legal notices have been made, and the property is located within the City's Area of City Impact (ACI). City staff have reviewed the application request and have indicated there are adequate public facilities and public utilities for the annexation.

**DISCUSSION:** Councilmember McEvers asked if the development would impact the City's water or sewer systems. Mr. Behary noted the City would provide sewer services and there was a Water District to provide the water. Mr. Tymesen explained the City would enter into an agreement with the Water District, who would provide the usage reads and the City would bill them accordingly. Councilmember Gookin stated he would have liked more information on the traffic impacts, as there could potentially be as many as 340 housing units and 640 more cars in the R-17 zone, and it would impact the level of service on the street intersections. Mayor Widmyer mentioned the traffic counts would be much higher if C-17 (Commercial) was requested instead of R-17 (Residential).

Mayor Widmyer opened public comments.

**APPLICANT:** Gordon Dobler of Lake City Engineering spoke on behalf of the applicant. He stated there is demand for multi-family housing and the proposed annexation is a good fit with the existing surrounding land uses. He stated the traffic concerns would be addressed by the building permit process, and there was plenty of surface street capacity for the project. He said the water service is unique but not unprecedented, and they have done similar agreements for water service in past projects.

Councilmember Miller asked Mr. Dobler if the traffic signal at Aqua Avenue was a signalized light to turn left or right onto US-95. She also questioned if all southbound traffic would have to exit from the development via Government Way, and if the development would have to accommodate school buses going into it. Mr. Dobler stated there are two (2) exits from Government Way and one (1) from Aqua Avenue and that the school bus stops would be planned in consultation with the School District; however, they try to place them on main arterials rather than having to turn around within a development. Councilmember Wood commented the applicant was meeting all the requirements set forth in the Comprehensive Plan and Zoning Code; therefore, she didn't feel Council had the authority to deny the annexation. She stated in regards to the letter the City received from the Coeur d'Alene School District 271 (District 271) she would like Mr. Tymesen to follow up with District 271 regarding their long-term facilities planning for growth. She would also like to see future requests include outreach to the Police Department, similar to what is done with Fire. Councilmember McEvers requested clarification from City Attorney Wes Somerton on Councilmember Wood's comment regarding the Council not having the authority to deny the annexation request, with Mr. Somerton responding the project did meet all the criteria; however, Council has the authority to approve or deny the annexation request based on how the Council would like to grow the City. Mayor Widmyer directed Mr. Tymesen to inquire into District 271's long-term growth plan and report back to Council.

**MOTION:** Motion by Wood , seconded by English to approve A-1-21 - A proposed 21.6-acre annexation from County Agriculture, Commercial & Light Industrial to City R-17 & C-17, located at the northeast corner of Wilbur Ave and Hwy 95, by Applicant: Dodge Heritage, LLC/JB Dodge Co. LLC, to direct staff to negotiate an annexation agreement, and to develop the necessary Findings and Order.

**DISCUSSION:** Councilmember Gookin stated this annexation wasn't about water, it was a quality-of-life issue due to more people, longer lines at the grocery store and Department of Motor Vehicles, and increased traffic. He stated that he would have been happier with a lower density and would not be supporting the current annexation. Councilmember Miller mentioned the Water District has the right to provide water, she has concerns about the traffic impacts, but it does follow the Comprehensive Plan. She believes the annexation has made concessions to be more compatible and make the least amount of impact to the existing neighborhoods.

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

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

The meeting adjourned at 7:12 p.m.

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Steve Widmyer, Mayor

ATTEST:

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Sherrie L. Badertscher  
Executive Administrative Assistant

Draft

March 22, 2021  
**GENERAL SERVICES/PUBLIC WORKS COMMITTEE**  
**MINUTES**  
**12:00 p.m., Library Community Room**

**COMMITTEE MEMBERS**

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

**STAFF**

Juanita Knight, Senior Legal Assistant  
Randy Adams, Chief Civil Deputy City Attorney  
Chris Bosley, City Engineer

**STAFF - cont'd**

Bill Greenwood, Parks & Recreation Director  
Monte McCully, Trails Coordinator  
Dennis Grant, Engineering Project Manager  
Police Chief Lee White  
Renata McLeod, Municipal Services Director  
Fire Chief Kenny Gabriel  
Kelley Setters, Deputy City Clerk

**Item 1. Request to Accept the Bid of and Approve the Award of a Contract to Poe Asphalt Paving, Inc. for the 2021 Chipseal Project in the Amount of \$334,324.58.**  
**(Agenda)**

Chris Bosley, City Engineer, is requesting the City Council award the 2021 Chipseal Project to Poe Asphalt Paving, Inc. as the low bidder. This year's chipseal project was advertised for bids in February and March, 2021. Bids were opened on March 9th. Three responsive bids were received as follows:

Road Products, Inc.	\$ 473,555.90
Poe Asphalt Paving, Inc.	\$ 334,324.58
Knife River Corporation	\$ 495,000.00

Mr. Bosley noted that the overlay program is a budgeted item with an annual budget of \$750,000. This year funds were purposely held back to ensure enough money is available for the Kathleen Avenue widening project. The chipseal portions will be on Ramsey Road up to Prairie Avenue and then Government Way from I-90 interchange up to Prairie Avenue. The City's jurisdiction stops at Wilbur Avenue. In the near future staff will bring an agreement before Council between the City, Lakes Highway District, and the City of Hayden for funding their portion. Construction will likely occur in late July or August when temperatures allow.

Councilmember Gookin asked when the next overlay project will be. Mr. Bosley said they are not sure. They are looking at Ramsey Rd south of Hanley because they don't feel chipseal will save that portion of roadway. Staff is looking to do a mill and inlay on that portion of the roadway.

Councilmember Miller asked what the Engineers estimate was for the chipseal project. Mr. Bosley said he believes it was \$380,000. Mr. Bosley added that this year the bids are a bit different in price because they specified in the bid to use granite instead of basalt chips.

Councilmember McEvers asked if the City of Dalton is helping with this project. Mr. Bosley said they are not. Government way is between the City and Lakes Highway District.

**MOTION: by Miller, seconded by Gookin, to recommend that Council to Accept the Bid of and Approve the award of a Contract to Poe Asphalt Paving, Inc., for the 2021 Chipseal Project in the amount of \$334,324.58. Motion Carried.**

**Item 2. Request to Approve the Three-Year Lease Agreement with The Buoy LLC for Mobile Food Concession Services at Independence Point in the Amount of \$9,000 with Annual CPI Increases in the Second and Third Year.**

**(Consent Resolution)**

Bill Greenwood, Parks & Recreation Director, said the City has had a vendor at Independence Point location for 25-plus years and the previous vendor was unable to continue at this site. We advertised a Request for Proposals on February 2nd and conducted an onsite meeting February 9th with interested vendors. The responses to the RFP were due on March 2nd. Mr. Greenwood said that he, Scott Cranston, and Jeff Erickson independently scored the submissions based on the criteria contained within the RFP. They met on March 10th to tally the cumulative scores to provide a recommendation. The Buoy, LLC, obtained the highest score. The fee for the agreement will be \$9,000.00 for the first year, with an annual CPI increase for the second and third years of this agreement. Payment shall be made before April 15 for each year, with the payment being made to the City's Parks and Recreation Department. The fee will be deposited in the Parks Capital Improvement Fund.

Councilmember Miller asked how many vendors submitted a packet. Mr. Greenwood replied, six.

Councilmember McEvers asked if the vendor will have a cart or a trailer. Mr. Greenwood said it will be a trailer. Councilmember McEvers asked if the trailer will be a permanent structure. Mr. Greenwood said it will be there day and night during the summer season only.

**MOTION: by Gookin, seconded by Miller, to recommend that Council to approve the three-year lease agreement with The Buoy LLC for mobile food concession services at Independence Point, in the amount of \$9,000 with annual CPI increases. Motion Carried.**

**Item 3. Request to adopt revisions to the City's municipal code and establish the Pedestrian and Bicycle Advisory Committee Bylaws.**

**(Agenda)**

Monte McCulley, Trails Coordinator, said he is representing the Ped/Bike Committee. Mr. McCully is requesting Council adopt the changes to the Ped/Bike city code and adopt the Ped/Bike Committee bylaws.

Mr. McCully explained in his staff report that the Coeur d'Alene Pedestrian and Bicycle Committee was created by city ordinance in 2003. At the time the committee was composed of 15 members and those members were assigned the duty of making recommendations to City Council regarding improvements to bicycling and pedestrian facilities in the city. At the time opportunities were missed in the planning stage as public and private development and redevelopment occurred. Opportunities were also missed by the failure to properly implement planned pedestrian and bicycling friendly features in actual construction. Many staff members and citizens recognized a need for help in implementing and following through with Council approved programs such as the City's Trails and Bikeway Plan. The committee has never had formal bylaws, only a set of ordinances to follow and the committee felt that adopting these ordinances into a set of bylaws would be beneficial to each new member. There are also a few changes to the ped/bike ordinance that the committee is requesting to help streamline the committee. The first item is to change the number of members from 15 to a minimum of 8 members and a maximum of 12 members. The committee felt having 15 members was unwieldy and having less members would make it easier to facilitate discussion and to meet quorum minimums. The second change would be to designate one of the General Public representatives to a Water Access Community

representative as water trails will soon be added to the trail system. The third item is to change the name of the Retired Community representative to an Older Adults representative to ensure they are representing older adults that may have mobility difficulties and not a younger retired person.

Councilmember Gookin asked in reducing the number of members of the committee, are any members going to be kicked off the committee? Mr. McCully replied no. Currently there are 9 members serving on the committee. Councilmember Gookin asked if these changes elevate the status of the committee so that they report directly to the City Council. Mr. McCully replied no because they are not a commission, but a committee, and would still report directly to the Parks and Recreation Commission.

Councilmember Gookin requested that in Section B – Membership, that says members of the committee will receive no salary, that “no salary” be changed to “no compensation.” Randy Adams, Chief Civil Deputy City Attorney said yes.

Councilmember Miller asked who is the City Council liaison to the Ped/Bike Committee. Mr. McCully said it is Amy Evans. Councilmember Miller asked if the Ped/Bike Committee participates in any elements of the Parks & Rec Master Plan. Mr. McCully said they helped with the Trails and Bikeways Master Plan.

Councilmember McEvers asked if it will over burden the committee too much by reducing the number of members. Mr. McCully explained that he doesn’t believe it will.

**MOTION: by Miller, seconded by Gookin, to recommend that Council to adopt revisions to the City’s municipal code, to include changing “salary” to “compensation”, and establish the Pedestrian and Bicycle Advisory Committee Bylaws. Motion Carried.**

**Item 4. V-21-01 Vacation of a Portion of Undeveloped Right-of-Way Adjoining the Southerly Boundary of Tract 335 of the Amended Plat of Hayden Lake Irrigated Tracts in the City of Coeur d’Alene. (Consent Calendar)**

Dennis Grant, Engineering Project Manager, explained that the applicant, Donald Smock, is requesting the vacation of a portion of undeveloped right-of-way that adjoins the southerly boundary of his property in Tract 335 of the Amended Plat of Hayden Lake Irrigated Tracts. Mr. Grant noted in his staff report that the requested right-of-way was originally dedicated to the Public in 1910. The vacation of the requested right-of-way would not have any financial impact on the City and would add approximately 12,574.5 square feet to the County tax roll. Although a minor amount, it would be a benefit to the municipality as tax revenue and to the land owner whose lot adjoins the strip of usable property. The purpose of this request is to vacate a 20’ foot strip of right-of-way originally dedicated for an irrigation line. The irrigation line is no longer needed and controlled by the Hayden Lake Irrigation District. The additional right-of-way can be incorporated into the development of the adjoining property. All utilities are existing and in place, and there is no foreseeable use for the additional right-of-way. The Development Review Team was informed about this vacation and has no objection.

**MOTION: by Gookin, seconded by Miller, to recommend that Council to recommend that Council proceed with the vacation process, as outlined in Idaho Code Section 50-1306, and set a public hearing for April 20, 2021. Motion Carried.**

**Item 5. Request of Approval of the Interstate Mutual Law Enforcement Assistance Agreement between Kootenai County, Idaho, the City of Coeur d'Alene, Idaho, and the City of Spokane, Washington (Consent Resolution)**

Lee White, Police Chief, is requesting approval to execute an updated Mutual Aid agreement between the City of Coeur d'Alene, Kootenai County, and the City of Spokane for law enforcement activities. Chief White explained that the Police Department had various mutual aid agreements in place with regional law enforcement partners for years. The agreement represents an updated version of the agreement, required because of the election of a new sheriff to Kootenai County. He added that the City's Legal department has reviewed the agreement.

**MOTION: by Gookin, seconded by Miller, to recommend that Council to Approve the Interstate Mutual Law Enforcement Assistance Agreement Between, Kootenai County, Idaho, the City of Coeur d'Alene, Idaho, and the City of Spokane, Washington. Motion Carried.**

**Item 6. Request of Approval of an Amendment to the City's Food and/or Alcoholic Beverage Service Areas on Public Sidewalks Policy. (Agenda)**

Renata McLeod, Municipal Services Director, is requesting Council approve the addition of a denial option for outdoor seating encroachment permits in the case of current non-compliance to codes. Mrs. McLeod explained in her staff report that at the February 16, 2021, Council meeting, the Council was provided information regarding the over service of alcohol and its associated criminal violations. An update was presented at the March 2, 2021, Council meeting. Council requested staff work toward enforcement of codes and strict compliance with the outdoor seating policy. Upon staff review it was noted that the section entitled denial and revocation of permits does not contain language for denial. Denial would only be based on the applicant's inability to meet the layout requirements and/or ADA codes. All other references relate to after the applicant has been issued a permit. Currently, there are establishments that have been involved in police reports for over-service of alcohol, allowing patrons to leave the establishment with open containers, and service of a minor. Staff would like to include in the policy the clause that a denial could occur if there is an existing lack of compliance with any and 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. All appeals would be heard by the City Council as set forth in the existing policy. This would occur through the adoption of a resolution amending the policy as follows, with all other portions of the policy remaining the same.

Denial and Revocation of Permits:

The City Clerk may deny the issuance of a permit based on any of the following: The history of prior violations, the type of prior violations, the frequency of prior violations, the severity of prior violations, and the history of prior sanctions, or if there is an existing lack of compliance with any and 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.

Councilmember Miller said she feels there is language in the policy that could be left up to interpretation and asked who would be make the determinations on the revocation. Mrs. McLeod said it will come from the City Clerks office in consultation with the Police Department. She said this will be a progressive disciplinary system.

They would get a warning letter first then it would escalate to a revocation if compliance is not met after the warning letter.

Councilmember Miller asked if the revocation would be based on incidents that come through law enforcement, not citizen reporting. Mrs. McLeod said that is correct.

Councilmember Miller asked about the glassware restriction applying to only two events and feels that might need to be changed. Mrs. McLeod said that came from issues from past events. There have not been any issues at any other events than the two listed.

Councilmember Gookin asked if a permit is suspended it goes before the City Council. Mrs. McLeod replied no. She said the original denial will go to the applicant then they have the ability to appeal to the City Council. Councilmember Gookin said the City Council are the ones that are going to take the heat for a revocation. He feels they need to be involved. Mrs. McLeod said she will definitely give City Council a Heads Up if it happens.

Councilmember Miller asked for clarification if the denial or revocation of permits is strictly based on citation and law enforcement incidents. Mrs. McLeod said they are based on reporting's of violations and they are not always issued a citation. A report is issued by law enforcement, the report goes to ISP, then ISP is the one that issues fines and suspension of state liquor license.

Councilmember McEvers asked if all the establishments with outdoor seating serve food and do they have to close the outdoor seating at a particular time. Mrs. McLeod said they all do serve food and the outdoor seating must be stacked and no longer in use by 11:00 p.m. Councilmember McEvers asked who manages the compliance of that. Mrs. McLeod said the bar owners' and managers. She said they have had fairly good compliance of the requirement.

Councilmember Gookin asked when the outdoor seating starts. Mrs. McLeod said that is started March 17<sup>th</sup>.

**MOTION: by Miller, seconded by Gookin, to recommend that Council to Approve an Amendment to the City's Food and/or Alcoholic Beverage Service Areas on Public Sidewalks Policy. Motion Carried.**

**Item 7. Request for Approval of the City to Participate in the Kootenai County Multi-Jurisdictional All Hazard Mitigation Plan Update.  
(Consent Resolution)**

Kenny Gabriel, Fire Chief, is requesting Council approve being part of the County All Hazard Mitigation Plan Update. Chief Gabriel explained in his staff report that the City of Coeur d'Alene has always been a supporter of Kootenai County's Office of Emergency Management and the efforts towards Disaster Mitigation. We are signatures on all Disaster Plans authored by that Office. The County All Hazard Mitigation Plan has already been reviewed by the U.S. Department of Homeland Security Federal Emergency Management Agency (FEMA) and cannot be approved until all the affected jurisdictions have accepted the Plan by Council Resolution. The plan is a very large document and can be accessed through the following link:  
<https://www.kcsheriff.com/192/Hazard-Mitigation-Planning>

Chief Gabriel added that the City has applied for and received grant funds from FEMA. There are many assets of the City of Coeur d'Alene that are at the top of the County's Hazard list. These include the City Wastewater treatment plant, Tubbs Hill and the Fernan Open Space. We have applied for and received mitigation funds for



them in the past. This plan also assures smooth operations at a large incident which required a multi-jurisdictional response.

**MOTION: by Gookin, seconded by Miller, to recommend that Council to Approve the City's Participation in the Kootenai County Multi-Jurisdictional All Hazard Mitigation Plan Update. Motion Carried.**

The meeting adjourned at 12:38 p.m.

Respectfully submitted,  
[Juanita Knight](#)  
Recording Secretary

**General Services/Public Works  
STAFF REPORT**

**DATE:** March 22, 2021

**FROM:** Dennis J. Grant, Engineering Project Manager

**SUBJECT:** V-21-01, Vacation of a Portion of Undeveloped Right-of-Way Adjoining the Southerly Boundary of Tract 335 of the Amended Plat of Hayden Lake Irrigated Tracts in the City of Coeur d'Alene

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**DECISION POINT:**

The applicant, Donald Smock, is requesting the vacation of a portion of undeveloped right-of-way that adjoins the southerly boundary of his property in Tract 335 of the Amended Plat of Hayden Lake Irrigated Tracts.

**HISTORY:**

The requested right-of-way was originally dedicated to the Public in 1910.

**FINANCIAL ANALYSIS:**

The vacation of the requested right-of-way would not have any financial impact on the City and would add approximately 12,574.5 square feet to the County tax roll. Although a minor amount, it would be a benefit to the municipality as tax revenue and to the land owner whose lot adjoins the strip of usable property.

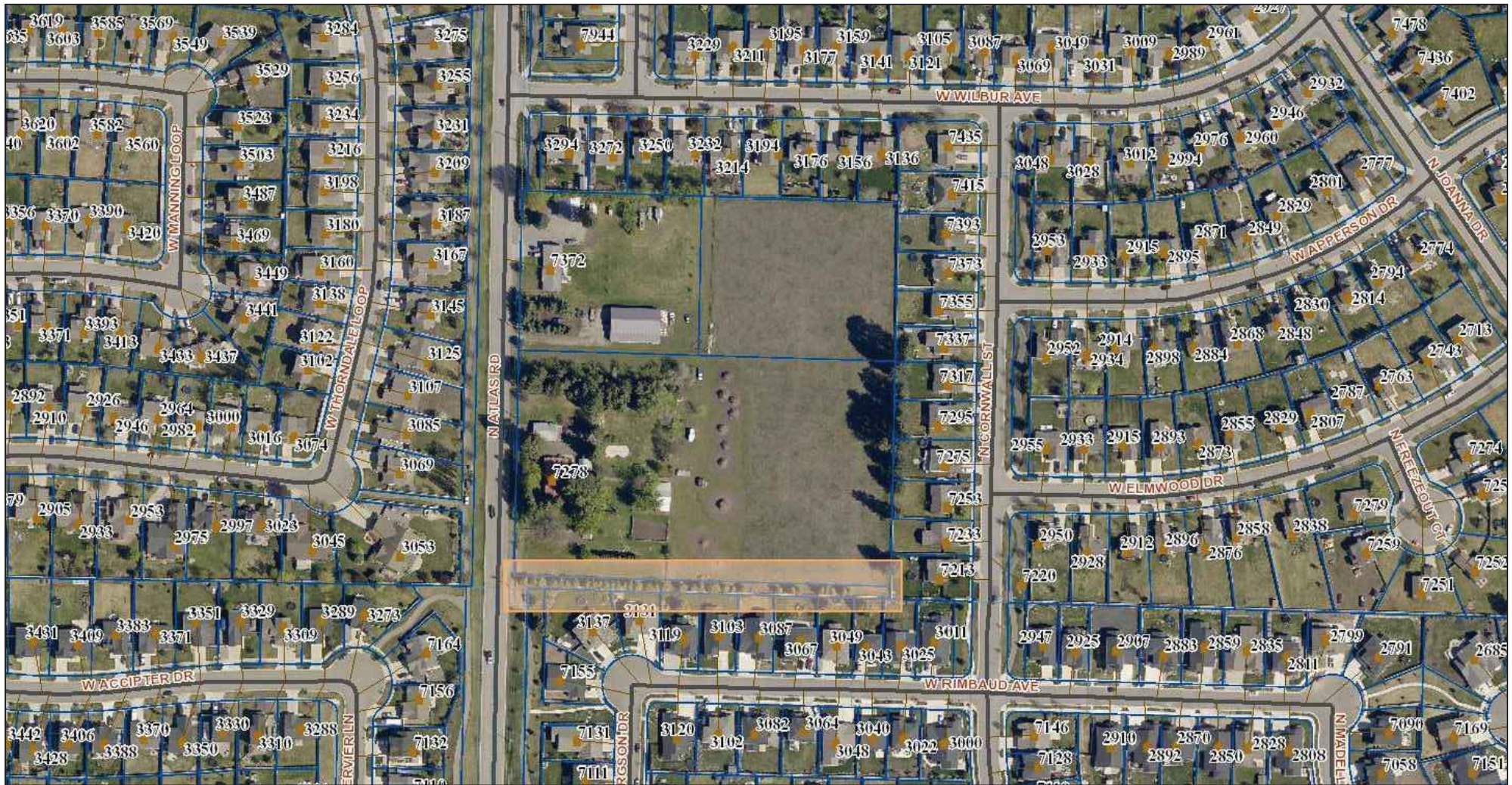
**PERFORMANCE ANALYSIS:**

The purpose of this request is to vacate a 20' foot strip of right-of-way originally dedicated for an irrigation line. The irrigation line is no longer needed and controlled by the Hayden Lake Irrigation District. The additional right-of-way can be incorporated into the development of the adjoining property. All utilities are existing and in place, and there is no foreseeable use for the additional right-of-way. The Development Review Team was informed about this vacation and has no objection.

**RECOMMENDATION:**

Staff recommends that Council proceed with the vacation process as outlined in Idaho Code Section 50-1306 and recommends setting April 20, 2021, as the date for a public hearing on the item.





NOT TO SCALE



Consulting & Design

## ROW VACATION VICINITY MAP DELCARDO VILLAGE

VAN HOUTEN CONSULTING & DESIGN

PHONE: (208) 930-4000

EMAIL: MERLE@VANHOUTENCD.COM

DATE: 03/05/21

FILE: ROW VACA.DWG

RESOLUTION NO. 21-019

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE FOLLOWING: A THREE-YEAR LEASE AGREEMENT WITH THE BUOY, LLC, FOR MOBILE FOOD CONCESSION SERVICES AT INDEPENDENCE POINT AND THE CITY'S PARTICIPATION IN THE KOOTENAI COUNTY MULTI-JURISDICTIONAL ALL HAZARD MITIGATION PLAN UPDATE.

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

- A) A Three-Year Lease Agreement with The Buoy, LLC, for mobile food concession services at Independence Point;
- B) The City's participation in the Kootenai County Multi-Jurisdictional All Hazard Mitigation Plan Update; 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 and take the other action;

NOW, THEREFORE,

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

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

DATED this 6<sup>th</sup> day of April, 2021.

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

ATTEST:

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

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

ROLL CALL:

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER WOOD Voted

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

## LEASE AGREEMENT

THIS LEASE is made and entered into this 6<sup>th</sup> day of April, 2021, between the CITY OF COEUR D'ALENE, Kootenai County, Idaho, a municipal corporation duly organized and existing under the laws of the State of Idaho, hereinafter called "City," and **The Buoy, LLC**, with its principal place of business at P. O. Box 1478, Hayden, Idaho 83835, hereinafter called "Lessee."

WITNESSETH:

THAT, WHEREAS, The Buoy, LLC, has been awarded the contract for a mobile food concession at a location generally described as: no more than a 22' x 8' (L x W) area on a concrete pad just south of sidewalk along the beach area between Independence Point and the Coeur d' Alene Resort, and immediately east of the sidewalk leading to the City's commercial dock, as shown on Exhibit "A," which is attached hereto and hereby incorporated herein by reference;

NOW, THEREFORE,

IT IS AGREED, that for and in consideration of the covenants and agreements set forth herein that, the Lessee shall operate and maintain a mobile food concession according to the terms set forth herein and under the penalties expressed herein.

Section 1. Definition: For purposes of this agreement, the parties agree that the term "employee" shall include Essex Prescott, Corey Schneider, and Gared Schneider.

Section 2. Community Relations: The Lessee agrees that its members, managers, and employees will be courteous and informed about the community, and will assist with questions from tourists and other users of public recreational facilities. Particularly, the Lessee's members, managers, and employees must become familiar with the immediate area including City Park, North Idaho College, Coeur d' Alene Resort, Tubbs Hill, McEuen Field and the Visitors Center.

Section 3. Appropriate Attire: The Lessee agrees that its members, managers, and employees must be appropriately dressed in either an approved T-shirt or polo shirt with identifying logo, and approved pants or shorts, if shorts are to be worn. Approval must be received from the Parks Director. It will not be permissible to operate the food concession without a shirt or in bikini type swimwear.

Section 4. Staffing: The Lessee's food concession must be staffed by at least one employee at all times the concession is open.

Section 5.     Health Permit: The Lessee agrees to obtain a health permit as required by law for the said mobile food concession. The permit must be displayed in a conspicuous place on the trailer. The permit number must correspond to the number on the trailer. The health permit is required to be provided to the City Clerk by April 15<sup>th</sup>, 2021 for the 2021 season, by April 15<sup>th</sup>, 2022 for the 2022 season, and by April 15<sup>th</sup>, 2023 for the 2023 season. Failure to submit the required health permit within the above stated time may result in the City denying or revoking the Lessee’s permit or taking any other action allowed by law.

Section 6.     Food: The Lessee may serve all foods within the scope of the health permit.

Section 7.     Non-food Items: Sunscreen will be the only non-food item allowed for sale. Sale of any other items must have prior written approval from the Parks & Recreation Director.

Section 8.     Refuse: The Lessee agrees not to dispose of refuse at any public trash receptacle. Refuse must be removed from site and disposed of at the Lessee’s expense. The Lessee’s mobile food concession and immediately surrounding site must be kept clean at all times. The Lessee is responsible for grey water disposal.

Section 9.     Hold Harmless: The Lessee shall hold the City harmless and shall waive all claims for any incidental or consequential damages or lost profits during the term of the agreement due to construction projects located in or involving Memorial Field, the Coeur d’Alene Museum, Independence Point parking lots, City parks, or docks. The Lessee further understands and agrees that during the term of this agreement that the City or agents of the City may commence projects involving downtown public properties which may result in the City terminating this agreement pursuant to the notice provision in Section 23 below entitled “City’s Option to Terminate Lease.” Furthermore, the parties recognize that the City is involved in a process of developing a downtown public properties plan that may modify, move or eliminate some parking in the present downtown public parking lots. The Lessee acknowledges and agrees that this may occur and may affect the parking areas presently used by the Lessee’s customers. In the event of said occurrence, the Lessee hereby releases, holds harmless, and waives any claim whatsoever the Lessee may have against the City, its employees, agents, elected and appointed officials.

Section 10.    Not Exclusive: The Lessee understands and agrees that the City, from time to time during the term of this permit, may allow other food and non-food concessions to operate in the City Park including, but not necessarily limited to, mobile food concessions permitted by bid award, food and non-food concessions permitted as a part of the Summer Concert in the Park Series, food and non-food concessions permitted as part of any special event in the Park including, but again not limited to, Fred Murphy Days, A Taste of the Coeur d’Alene, the Fourth of July, and sports tournaments, or any event involving/or sponsored by the Coeur d’Alene Cultural Center.

Section 11.    Waiver: The Lessee understands that during the term of this agreement, the City may be undertaking repairs to the City’s commercial dock, which may interfere with the Lessee’s operations or affect persons in the park. The Lessee specifically waives any claim as to lost profits or business as a result of such repairs.



Section 12. Worker's Compensation: The Lessee agrees to maintain worker's compensation coverage on all of its employees during the term of this contract as required by Idaho Code Sections 72-101 through 72-806. Should the Lessee fail to maintain such insurance during the entire term hereof, the Lessee shall indemnify the City against any loss resulting to the City from such failure, either by way of compensation or additional premium liability. The Lessee shall furnish to the City, prior to the granting of a permit, such evidence as the City may require affirming worker's compensation coverage or, in the alternative, submit an affidavit stating that all employees have worker's compensation coverage as required by Idaho law.

Section 13. Negligent or Wrongful Act: The Lessee agrees to indemnify and hold harmless the City from any and all liability, loss or damage which the City may suffer arising out of, or in connection with the negligent or wrongful acts, errors and omissions of the Lessee, its agents, or employees. The Lessee further agrees, at the Lessee's sole cost, to defend the City against all claims arising out of this agreement, including any claims resulting from the operation of the Lessee's concession or in connection with the negligent or wrongful acts, errors and omissions of the Lessee, its agents or employees. To that end, the Lessee shall maintain a policy of liability insurance, naming the City as an additional insured, with limits at least those required by Idaho Code § 6-924.

Section 14. Cart Specifications: The Lessee agrees to the following mobile cart specifications, in addition to any other requirement set forth herein, which will be adhered to by the Lessee:

- A. Length: 22 ft. width: 8 ft. height: 8 ft.
- B. Heat source: propane.
- C. Cooling source: battery, ice, or propane.
- D. The mobile concessions cart must be self-contained.
- E. The mobile concessions cart must be kept clean throughout the season.
- F. The mobile concessions cart must display both the City logo and business logo.

Section 15. Term: The City shall grant a mobile food concession permit to the Lessee for the season of May 1, 2021 to September 30, 2021, May 1, 2022 to September 30, 2022 and May 1, 2023 to September 30, 2023.

Section 16. Consideration: The Lessee shall, in consideration for the permit to operate and maintain said mobile food concession as set forth in Section 15 at the said location, pay the sum of Nine Thousand Dollars (\$9,000.00) by April 15, 2021, for the first year of the lease upon the signing of this agreement. Payments for each subsequent year of the lease shall be made by April 1 of the lease year. The annual lease fee shall increase in the second and third years of this agreement. The increase shall be based on the Bureau of Labor Statistics Consumer Price Index (CPI-U) West Region annual change. For example, the lease payment for 2022 will change by the percent change in the annual average 2020/2021, as shown in the Consumer Price Index Overview Table-West,

published by the Bureau of Labor Statistics. Payment shall be made to the City of Coeur d'Alene Parks & Recreation Department.

Section 17. No Alcohol: The Lessee agrees it shall not possess any alcohol or alcoholic beverages in the concession, City Park, or City parking lots, nor shall its employees be allowed to possess any alcohol or alcoholic beverages in the concession or while on duty.

Section 18. City Ordinances: The Lessee shall abide by all City Ordinances and resolutions, included but not limited to Municipal Code Chapters 4.25 and 5.75

Section 19. Glass Containers: The Lessee agrees not to dispense drinks in glass containers.

Section 20. Violation of Regulations: The Lessees agrees that any violation of regulations, contract, ordinance, or any evidence of collusion may result in criminal prosecution and/or in the revocation of the permit, and forfeitures of all payments, and the Lessee may not be allowed to rebid or resubmit a proposal for a concession on City property for a period of three (3) years.

Section 21. Non-transferable: The Lessee also agrees and understands concession sites cannot be transferred to another vendor without permission of the City.

Section 22. No Truck Parking: Except for parking in lawfully designated parking spaces, neither Lessee nor its agent(s) shall park trucks or other vehicles adjacent to the concession site for longer than sixty (60) minutes. Failure to comply with this provision shall be considered a material breach of this agreement.

Section 23. City's Option to Terminate Lease: The City may, at any time after providing ten (10) day's written notice to the Lessee, terminate this lease for cause or for no cause, retake possession of the leased space. The City shall provide a refund to the Lessee of the prorated, unearned portion of the lease payment, unless termination was for the Lessee's wrongful conduct or violation of a provision of this Lease. The notice of the exercise by the City of its option to terminate the lease for no cause shall be given in the same manner as notice of termination in case of default.

Section 24. Forfeiture of Permit: It is understood that time is of the essence and should the Lessee fail to perform all of the covenants herein required of them, the City may declare the permit forfeited. Upon forfeit of the permit, the Lessee shall cease operation of the concession at the location. However, that before declaring such forfeiture, the City shall notify the Lessee in writing of the particulars in which the City deems the Lessee to be in default and the Lessee will have three (3) days to remedy the default.

Section 25. Notice: Any notice, including notice of default resulting from failure to perform, shall be made by placing the written particulars in the United States Mail addressed to the Lessee at the address above, with proper postage affixed. Any notice required herein to be given to City shall be written and deemed received by City when personally delivered to, or received through the United States Mail by, the office of the City Clerk, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814. In lieu of service by mail, a notice of default and/or of termination may be served in the manner provided for the service of process under the Idaho Rules of Civil Procedure, Rule 5(b).

IN WITNESS WHEREOF, the Mayor and City Clerk of the CITY OF COEUR D'ALENE have executed this contract on behalf of said City, and The Buoy, LLC have caused the same to be signed, the day and year first above written.

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

LESSEE:  
THE BUOY, LLC

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

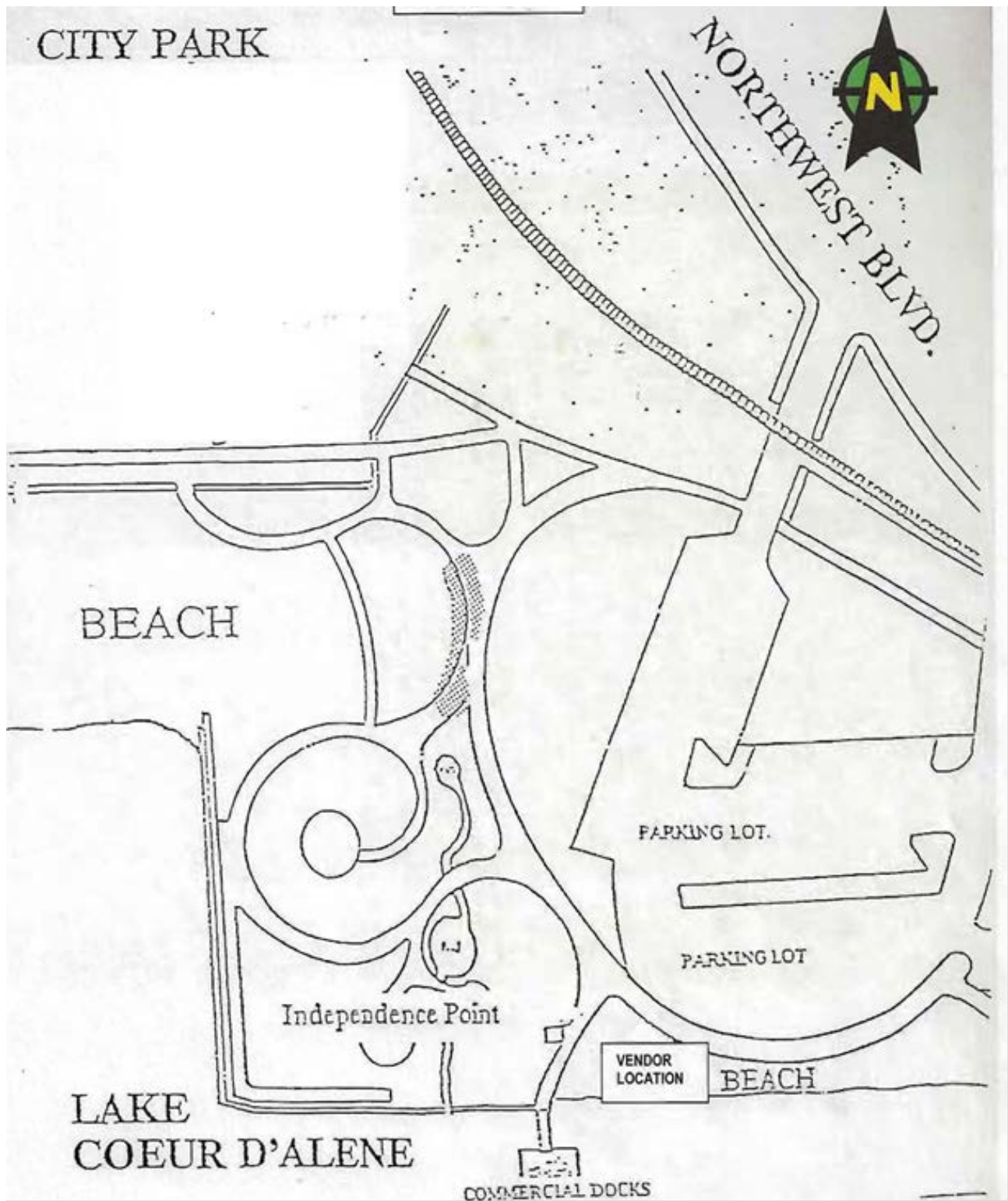
By: \_\_\_\_\_  
(Name)

By: \_\_\_\_\_  
(Name)

ATTEST:

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

EXHIBIT "A"



**GENERAL SERVICES/PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**Date:** March 22, 2021

**From:** Kenny Gabriel, Fire Chief

**Re:** Kootenai County Multi-Jurisdictional All Hazard Mitigation Plan Update

---

**DECISION POINT:**

Should the Mayor and Council be part of the County All Hazard Mitigation Plan Update?

**HISTORY:**

The City of Coeur d'Alene has always been a supporter of Kootenai County's Office of Emergency Management and the efforts towards Disaster Mitigation. We are signatures on all Disaster Plans authored by that Office. The County All Hazard Mitigation Plan has already been reviewed by the U.S. Department of Homeland Security Federal Emergency Management Agency (FEMA) and cannot be approved until all the affected jurisdictions have accepted the Plan by Council Resolution. The plan is a very large document and can be accessed through the following link: <https://www.kcsheriff.com/192/Hazard-Mitigation-Planning>

**FINANCIAL ANALYSIS:**

If we are not part of the plan, we would not be eligible for mitigation project grants. There is no direct negative financial impact to the City.

**PERFORMANCE ANALYSIS:**

The City has applied for and received grant funds from FEMA. There are many assets of the City of Coeur d'Alene that are at the top of the County's Hazard list. These include the City Wastewater treatment plant, Tubbs Hill and the Fernan Open Space. We have applied for and received mitigation funds for them in the past. This plan also assures smooth operations at a large incident which required a multi-jurisdictional response.

**DECISION POINT/RECOMMENDATION:**

Have the City of Coeur d'Alene be a part of the Kootenai County Multi-Jurisdictional All Hazard Mitigation Plan Update.

**GENERAL SERVICES/PUBLIC WORKS  
STAFF REPORT**

**DATE:** March 22, 2021  
**FROM:** Bill Greenwood, Parks & Recreation Director  
**SUBJECT:** Three-Year Lease Agreement with The Buoy LLC, for Food Concession at Independence Point

---

**Decision Point:**

Should General Services/Public Works Committee recommend to City Council the food concession agreement with The Buoy, LLC, for the 2021, 2022, and 2023 seasons at Independence Point?

**History:**

We have had a vendor at this location for 25-plus years and the previous vendor was unable to continue at this site. We advertised a Request for Proposals on February 2<sup>nd</sup> and conducted an onsite meeting February 9<sup>th</sup> with interested vendors. The responses to the RFP were due on March 2<sup>nd</sup>. Scott Cranston, Jeff Erickson, and I independently scored the submissions based on the criteria contained within the RFP. We then met on March 10<sup>th</sup> to tally our scores to provide a recommendation. The Buoy, LLC, obtained the highest score.

**Financial Analysis:**

The fee for the agreement will be \$9,000.00 for the first year, with an annual CPI increase for the second and third years of this agreement. Payment shall be made before April 15 for each year, with the payment being made to the City's Parks and Recreation Department. The fee will be deposited in the Parks Capital Improvement Fund.

**Performance Analysis:**

The food vendor provides a service to the public that we do not provide. It is in a good location that is well known and visible to daily park visitors and new visitors.

**Decision Point:**

Recommend to City Council the food concession agreement with The Buoy, LLC, for the 2021, 2022, and 2023 seasons at Independence Point.

OTHER BUSINESS

**COEUR D'ALENE CITY COUNCIL  
URBAN FORESTRY STAFF REPORT**

**DATE:** April 06, 2021  
**FROM:** Nick Goodwin, Urban Forester  
**SUBJECT:** Appeal of Denial of Tree Removal Permit – 2102 N. 14<sup>th</sup> Street.

---

**DECISION POINT:**

Should the City Council affirm or reverse the decision of the Urban Forestry Commission denying a tree removal permit for a Ponderosa pine tree within the 14<sup>th</sup> Street right-of-way abutting 2102 N 14<sup>th</sup> Street?

**HISTORY:**

The Urban Forestry Ordinance requires Urban Forestry Committee members to inspect tree removal permit requests and make recommendations regarding removal of public trees. The City's tree inspection form prompts inspectors to evaluate tree health, condition, site, and nuisance factors. Ability to mitigate these concerns is considered. Tree benefits are also taken into account such as environmental benefits, wildlife values, and contributions to the streetscape, neighborhood and overall urban forest. Six committee members inspected this tree and all recommended retention.

Mr. Bailey, owner of 2021 14<sup>th</sup> Street, requested removal of a Ponderosa pine tree within the 14<sup>th</sup> Street right-of-way located roughly five (5) feet east of the curb line of his property. Mr. Bailey previously made a removal request on this same tree in 2002 with the main reason noted on the report as competition with an apple tree near its location. In 2002 the committee inspected the tree and considered the request. The committee found the tree to be in good condition and recommended mitigation of the site conflicts. On January 19<sup>th</sup> Mr. Bailey contacted the Urban Forestry office to report that he and his neighbors view this tree as a hazard due to several trees in the area falling in the January wind storm, and Mr. Bailey also stated that he feels the tree is too close to the curb and is "undercut" on the eastern side due to erosion. The Urban Forestry committee inspected this tree at the February meeting and found the tree to be in over all good health and condition. Removal was denied and pruning was recommended to mitigate concerns regarding safety by reducing windsail and pruning for clearance was recommended.

The tree does have significant dead wood and some minor gall rust infection that should be pruned for health and to allow wind/air to flow more freely through the canopy. The tree was found to be in good health and structure. The committee did note that there was some erosion on the eastern side of the root ball but also noted healthy root growth on all sides of the tree and did not find this erosion, that appeared to be to the slope of the tree's location, affected the tree's stability. The committee also noted that the tree was at least five (5) feet in from the curb and would be in line with current city planting spacing codes regarding large scale street trees. The committee did note that there were several trees to the northwest of this tree's location that failed in the January wind storm and that this would increase its exposure to wind. However, the committee did feel that crown cleaning would help mitigate this. The committee found this tree to not be of greater risk than any other large scale street tree. Furthermore, the tree was estimated to be roughly sixty (60) feet tall and, although grand scale, still had many decades or more to provide benefits as a street tree. The committee also found no site conflicts other than competition with an apple tree but this can also be mitigated with pruning.

**FINANCIAL ANALYSIS:**

If the decision is reversed, tree removal and the required planting of a replacement tree is the responsibility of the abutting property owner.

**PERFORMANCE ANALYSIS:**

Committee members are sympathetic to the above concerns regarding this tree; however, they did not feel that there is sufficient reason to remove an otherwise healthy tree from the public right-of-way.



**DECISION POINT/RECOMMENDATION:**

The City Council affirm or reverse the Urban Forestry Committee's denial of a tree removal permit for a Ponderosa pine tree within the 14<sup>th</sup> Street right-of-way abutting 2102 14<sup>th</sup> Street.



MUNICIPAL SERVICES DEPARTMENT  
OFFICE OF THE CITY CLERK

CITY HALL, 710 E. MULLAN  
COEUR D'ALENE, IDAHO 83816-3964  
208/769-2231  
FAX (208)769-2388

March 9, 2021

Milford Bailey  
2102 N 14th Street  
Coeur d'Alene, ID 83814

RE: Appeal Hearing for the Urban Forestry Committee denial of tree removal request

Dear Mr. Bailey:

Your request for an appeal hearing before the City Council regarding the denial of your tree removal request at 2102 N 14th Street by the Urban Forestry Committee has been scheduled for April 6, 2021. The Council meeting begins at 6:00 p.m., in the Library Community Room located at 702 E. Front Avenue, Coeur d'Alene, Idaho. Check the agenda for that meeting to determine what order your appeal will be heard.

Generally, the appeal hearings are conducted as follows: The City Clerk will swear in any witnesses who will testify, including you. Next, you will have an opportunity to tell the City Council why they should reverse the tree removal denial. You may also call witnesses to give testimony relevant to the tree removal and you may present evidence, such as photographs, videos, witness statements, etc. The City, through its Urban Forestry Coordinator, will then provide his report to the City Council. He also may provide any relevant evidence and may call witnesses. Finally, you will be provided an opportunity for rebuttal to address anything new that came up during the City's presentation. You should not use this opportunity to repeat what you have already presented. Following all the testimony, the City Council will render a decision.

If you have any other questions, or if I may be of any further assistance, please do not hesitate to contact me.

Sincerely,

Renata McLeod,  
Municipal Services Director/  
City Clerk



## CITY OF COEUR D'ALENE

PARKS & RECREATION  
DEPARTMENT

CITY HALL, 710 E Mullan Avenue  
Coeur d'Alene, Idaho 83814  
208-769-2252 FAX: 208-769-2383

February 22, 2021

Milford Bailey  
2102 N. 14<sup>th</sup> Street.  
Coeur d'Alene, ID 83814

Dear Mr. Bailey,

I am writing in regard to a tree removal request within the right-of-way abutting your property at the above address. Members of the city's Urban Forestry Committee have inspected the Ponderosa pine tree and considered the removal request. The committee found the tree to be in overall good health and condition.

The city's tree inspection form prompts inspectors to rate trees by evaluating tree health, condition, site, and nuisance factors. Ability to mitigate these concerns is also considered. Positive tree values are also taken into account such as environmental benefits, wildlife values, and contributions to the streetscape, neighborhood and overall urban forest.

The committee inspected the Ponderosa pine tree and assessed its health and condition. The committee found the tree to be in over all good health and condition. The committee did notice a small amount of gall rust in the canopy and did take into account your concerns grading the root system particularly the erosion on the east side of the tree. The committee did not feel that this is a sufficient reason to remove an otherwise healthy tree from the public right-of-way. Since the condition of the tree is good and concerns can be mitigated through pruning, the request to remove the tree has therefore been denied.

As the abutting property owner, you have the right to a hearing before City Council to appeal the denial of a removal permit. If you would like a hearing, please send a written request within ten days of receipt of this letter. The City Clerk will then put your appeal on the first available City Council hearing date. The appeals procedure is outlined in ordinance section 12.36.520 (edited 03/02/2021) (enclosed). Denial of the permit now does not preclude re-applying again in the future.

The committee does recommend structural pruning to reduce wind sail as well as pruning to remove dead wood and gall rust. The cost-share pruning program can assist with this work when a city-licensed tree service is hired to do the work. You can also do the work yourself, or with the help of family and friends after first obtaining a free pruning permit and signing a hold harmless agreement. Please know that unpermitted removal of this tree is a misdemeanor per ordinance section 12.36.610 (enclosed) if you

still wish to remove this tree, following the appeals hearing process outlined above is the correct avenue.

If you have any additional questions regarding the inspection findings or the appeal procedure, please feel free to contact me at 208-769-2266 or send an email to [ngoodwin@cdaid.org](mailto:ngoodwin@cdaid.org)

Sincerely,

Nick Goodwin  
Urban Forestry Coordinator

File #21-08



**CITY OF COEUR D'ALENE  
URBAN FORESTRY COMMITTEE  
PUBLIC TREE INSPECTION FORM**



Address: 2102 14th St Tree Location: R.O.W abutting 14th  
 Species: P. pine /                      /                      DBH: 24" / 1 / 1 Approx. Height: 55' / 1 / 1  
 Reason(s) For Request: removal request  
 Inspection Date: 2/19 Inspector(s): John Smith, James Martinez

**TREE STRUCTURE** (visual assessment – check those that apply)

(Comments/notes as applicable)	Tree#		
	1	2	3
Trunk: (rot, sweep, lean, cankers, forks)	G		
Branches/Wounds: (damage, stubs, rot)	F		
Roots: <u>minor damage on east side</u>	F		
Other:			
<b>Total tree assessment : Good/Fair/Poor</b>	<b>G</b>		

**TREE HEALTH** (visual assessment – check those that apply)

(Comments/notes as applicable)	Tree#		
	1	2	3
Crown and Branches: (% live, green) <u>90%</u>	G		
Diseases: (List) <u>minor gall not</u>	G		
Insects: (List) <u>none</u>	F		
Roots: .	F		
<u>excellent growth rate</u>	<b>G</b>		
<b>Total tree assessment : Good/Fair/Poor</b>	<b>G</b>		

**SITE CONFLICTS** (visual assessment – check those that apply)

(Comments/notes as applicable)	Tree#		
	1	2	3
Interference with overhead/underground utilities:	N		
Roots (sidewalk, driveway, curb):	N		
Obstruction: (signs, vision triangle, clearance)	N		
Competing Trees:	<u>min</u>		
Nuisance Factors:	<u>min</u>		
<b>Total tree assessment : None/Minor/Moderate/Severe</b>	<b>N</b>		

**VALUES PROVIDED** (circle any that apply) Environmental (shade, etc.); Visual Screen; Historic;  
Wildlife; Aesthetic; (texture, form, line, color); Desirable Species; Other (describe)

**Comments, Suggestions, Mitigation Options:**

Tree #	Comments
1	<u>prune - reduce windsail. crown clean</u>
2	
3	

RECOMMENDATION:(Check appropriate box for each tree)	Tree #		
	1	2	3
Remove & Replace			
Retain		X	

*Recommendations are based on inspector's professional judgement*

**City of Coeur d'Alene**  
**Tree Inspection Request / Permit Application**

Reported by:  
 Requested by: Milford Bailey.

Address/Location: 2102 N 14th St.

Telephone: (208) 704-0662 Email: \_\_\_\_\_

Referred by: \_\_\_\_\_ Date: 1/19/2021

Nature of Request: PERMIT for Pruning Removal Planting  
REPORT of Obstruction Hazard? Damage Other  
INFORMATION re: \_\_\_\_\_

**Description**, including exact location & problems/condition of tree(s):

Claims that He and neighbors view R.O.W. ponderosa  
pine tree is Hazardous and will be submitting a removal  
request / will take legal action if cannot remove.  
previous request - Oh-003 removed by Karen Hardison

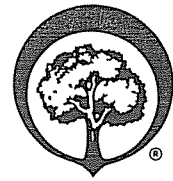
Committee Referral: YES NO Meeting Date: 02/19/2021

Controller Notification: YES NO Date: 02/22/2021

Results/Action: Removal denied by committee due  
to health / condition of tree. ~~to~~ Crown  
Clean / Clearance pruning recommended

FILE NO. 21-08

City of Coeur d'Alene  
TREE PERMIT



TREE CITY USA

PRUNE

Pruning standards and instructions are attached. "Topping", "heading back" or "hat-racking" of city trees is prohibited. If payment for pruning services is involved, the Controller must hire a City-licensed tree service. This permit expires 30 days from the date issued. A 30 day extension can be granted in most cases - contact the Urban Forestry Coordinator.

PLANT

~~Not Picked Up~~

Tree(s) planted must be suitable for the location and taken from the approved tree list. Trees must be at least 1.25" caliper in size. (Caliper is the trunk diameter 6" above ground level; a 1.25" caliper tree should be 8 to 10 feet in height).

2  Small or  Medium or  Large tree(s) must be planted by Oct. 15, 2002

REMOVE

If payment for tree removal permit expires 30 days from the date issued. A 30 day extension can be granted in most cases - contact the Urban Forestry Coordinator.

Bailey  
2102 N. 14th St.

ed tree service. This permit expires 30 days from the date issued. A 30 day extension can be granted in most cases - contact the Urban Forestry Coordinator.

Hazardous

If he plans to remove the trees himself, he must give us a signed Hold Harmless Statement. (was mailed to him)

I understand that whenever a tree or shrub is removed, a replacement tree or shrub is required. I agree to plant replacement trees and standards of this permit or contribute to the city's reforestation fund for replacement trees or shrubs.

If he is using a licensed tree service or it will be removed by Avista ->

tree or shrub specifications amount to the

Have him sign replacement statement in middle of page. Date it at bottom left. Give Mr. B. the yellow copy. Keep white for files.

Permit issued to:

Name: Milford Bailey Phone: \_\_\_\_\_

Address: 2102 N. 14th Street

Location and Description of the Project:

Remove 2 lodgepole pine trees from the Hattie Avenue right-of-way abutting the above address. Plant 2 replacement trees within the Hattie Avenue or 14th Street rights-of-way. Select tree species from the "small" tree list if planting under power lines.

Date Permit Issued: \_\_\_\_\_

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

Karen A. Naskeew

Inventory Updated: \_\_\_\_\_

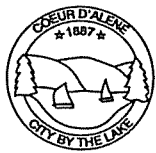
Urban Forestry Coordinator

Phone: (208) 769-2266

File Number: 02-003







# CITY OF COEUR D'ALENE

FOREST CEMETERY

710 E. MULLAN  
COEUR D'ALENE, IDAHO 83814-3958  
(208) 769-2252

March 12, 2002

Mr. Milford Bailey  
2102 N. 14<sup>th</sup> Street  
Coeur d'Alene, ID 83814

Dear Mr. Bailey:

I am writing in regard to your request to remove three pine trees from the rights-of-way abutting your property at the above address. Removal and replacement of the two trees within the Hattie Avenue right-of-way have been approved. A removal permit for the ponderosa pine tree within the 14th Street right-of-way has been denied.

The removal permit for the two trees on Hattie Avenue has been prepared and can be issued once you have made a decision regarding your method of removal. If you want to remove the trees yourself, you must first sign and return the enclosed "hold harmless" agreement. If you are going to pay someone to remove the tree, you must use a city-licensed tree service. Through licensing, the tree services meet the city's quality and liability standards. A list of city-licensed tree services is enclosed. Once you have decided who will remove the trees, you can pick up the required permit at the Parks Department office in City Hall, or contact me to coordinate delivery of the permit.

Please note that when a public tree is removed, a replacement tree must be planted. The replacement trees do not have to be planted in the same spot, but must be planted within the right-of-way. If you are planting trees under the power lines, you must select a tree from the "small" tree list.


Removal of the ponderosa pine tree on 14<sup>th</sup> Street has been denied because the tree is healthy and in good condition. The pruning that was done recently has minimized competition with the apple tree at your neighbor's property. As it grows, the ponderosa pine tree can be pruned up to further reduce competition. Enclosed is information about pruning that you may find useful.

You have a right to a hearing before City Council to appeal the denial of a removal permit for the ponderosa pine. If you would like to appeal the denial, please send me a written request within 10 days of the receipt of this letter. The appeal procedure to follow is outlined in ordinance section 12.36.245B (enclosed and highlighted in purple).

If you have any questions or problems, please contact me at 769-2266.

Thank you for your interest in the city's street trees.

Sincerely,

  
Karen Haskew  
Urban Forestry Coordinator

enclosures

02-003

# TREE INSPECTION FORM

Address: 2102 N. 14 <sup>th</sup> Street	Tree Location: 1 Pine near N prop. line
	2 under power on Hattie.
Species: Ponderosa pine	DBH: not available
Nature of /Reason(s) for Request: N-most tree - competes with apple tree; 2 under ->	
Inspection Date: power unsightly and are planted in the wrong place	
Inspectors: Laddy, John S., Anneke, Karen	

Tree Information		Lodgepole
Foliage (color, density, size) <u>5</u>	5	[ ]
Crown (%live crown, dead or damaged branches) <u>5</u>	5	[ ]
Shoot Growth <u>5</u>	5	[ ]
Trunk (tape, sweep, lean, cankers, included bark) <u>5</u>	5	[ ]
Wounds & Wound Development (stubs, evidence of rot) <u>5</u>	5	[ ]
Indications of Pests <u>5</u>	5	[ ]
Root Conditions (buttress wounds, broken/cut roots, soil cracking) <u>5</u>	5	[ ]
Values provided (shade, historic, wildlife, screen, unusual species) <u>5</u>	5	[ ]

Site Information		
Growing Room (roots, overhead lines, competing trees) <u>5</u>	5	[ ]
Soil Disturbance (filled, lowered grade, pavement change) <u>5</u>	5	[ ]
Obstruction (traffic signs, vision triangle at intersection) <u>5</u>	5	[ ]
Exposure to wind/elements		[ ]

Recommendations		
Possible solutions to problem(s) <u>prune up</u>		
Recommended solution(s): <u>Keep</u>		approve request for both

Rate on a numeric scale from 1 (low or "poor") to 5 (high or "excellent")











































## CITY COUNCIL STAFF REPORT

**DATE:** April 6, 2021  
**FROM:** Mike Becker, Capital Programs Manager, Wastewater Dept.  
**SUBJECT:** 2021 Compost Biosolids Hopper Retrofit Project

---

**DECISION POINT:** Should City Council accept the bid from TML Construction, Inc., for the City of Coeur d’Alene Wastewater Department’s (WW) - 2021 Compost Biosolids Hopper Retrofit Project and approve the contract for construction in the lump sum amount of \$365,200.00?

**HISTORY:** Presently, the Compost Facility located at the north end of Julia Street, produces a Class “A” compost by mixing anaerobically digested and dewatered biosolids from the treatment plant with new and recycled wood chips through a hopper and screw auger conveyor system.

The existing hopper and conveyor system has exceeded its useful life and is undersized for the projected increase in biosolids production resulting from the most recent Treatment Plant upgrade. Further, the existing design promotes sticking and bridging of biosolids immediately above the hopper’s live bottom which interrupts the feed operations, thus requiring partial and additional loading of both wood chips and biosolids. This also affects the mixing ratio of biosolids. It also requires manually dislodging the biosolids during operations which is not only time-consuming but a potential safety concern.

In compliance with our Facility Plan, the new design will be upsized to accommodate increased biosolids loading as more solids are generated from the Treatment Plant. It will be reconfigured such that the hopper sides will minimize biosolids bridging and the screw conveyor will be larger with 4 augers designed with adjustable speed settings to efficiently improve the desired mixing ratios of both wood chips and biosolids.

**FINANCIAL ANALYSIS:** Last year, City Council approved a Professional Services Agreement with JUB for engineering the new equipment design (Res. 20-041) and the WW budgeted accordingly under (031-058-4353-7411). The City sent this out to bid on February 26, 2021, and the City received only one (1) bid. The following is a financial analysis of this project:

Bidder	Lump Sum Bid
<i>TML Construction, Inc. Hayden, Idaho</i>	<b><i>\$365,200.00</i></b>
Engineer’s Estimate	\$402,000.00

**PERFORMANCE ANALYSIS:** Understanding that this project will require modifications to an existing building’s structural design and electrical systems, and requiring specialized and

## CITY COUNCIL STAFF REPORT

customized fabrication of the various mechanical equipment, receiving a single bid from only one (1) local contractor is not surprising. Typically, the WW requires all specialized equipment suppliers and manufacturers to have local technical support and service representation. TML Construction, Inc., and their subcontractors meet our local criteria. Further, TML Construction, Inc., has successfully completed several previous contracts with the WW and to the WW's satisfaction

**DECISION POINT/RECOMMENDATION:** City Council should accept the bid from TML Construction, Inc., for the City of Coeur d'Alene Wastewater Department's 2021 Compost Biosolids Hopper Retrofit Project and approve the contract for construction in the lump sum amount of \$365,200.00.



**CITY OF COEUR D'ALENE  
WASTEWATER DEPARTMENT**

**2021 COMPOST FACILITY  
BIOSOLIDS HOPPER RETROFIT PROJECT  
BID ACCEPTANCE**

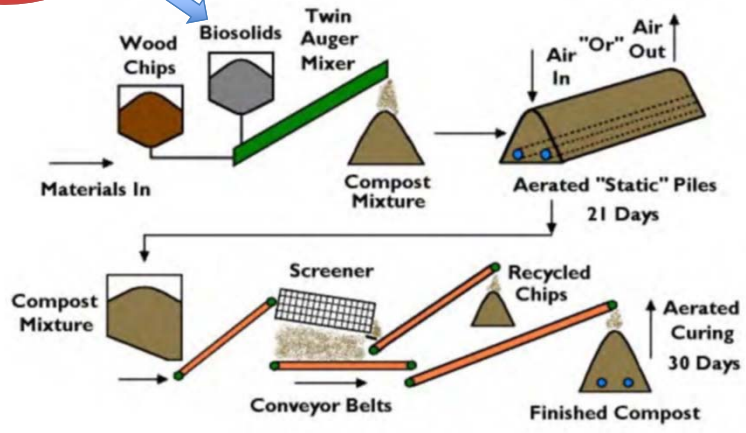




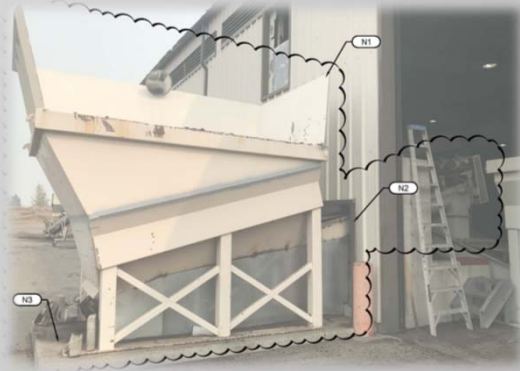
# PROJECT LOCATION



Hopper & Conveyor Replacement

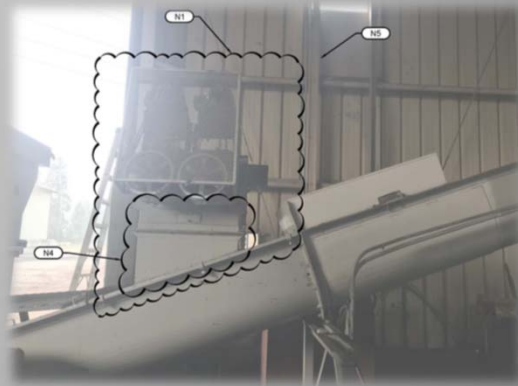


Coeur d'Alene's Composting Facility Process Operations

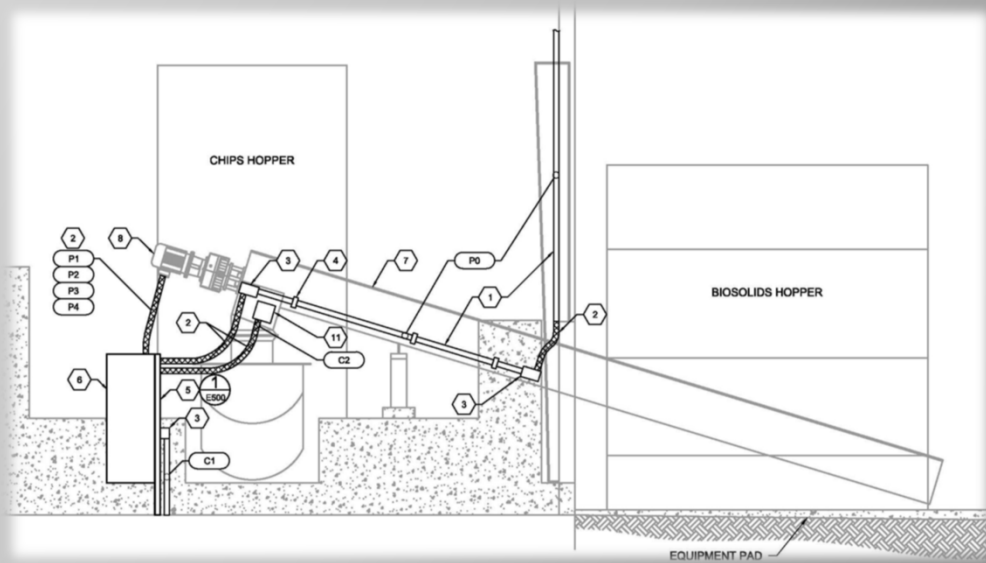


**DEMO OLD HOPPER**

**DEMO OLD CONVEYOR**



**NEW BIOSOLIDS HOPPER & CONVEYOR DESIGN**



## FINANCIAL ANALYSIS

**BUDGETED (2020/2021):** **\$ 600,000.00**

Biosolid Hopper Retrofit Project	Amount
TML Construction, Inc. Hayden, Idaho	<b>\$365,200.00</b>
Engineer's Estimated Opinion of Probable Construction Costs:	<b>\$402,000.00</b>



## STAFF'S RECOMMENDATION

- **City Council should accept the bid from TML Construction, Inc., for the City of Coeur d'Alene Wastewater Department's 2021 Compost Biosolids Hopper Retrofit Project and approve the contract for construction in the lump sum amount of \$365,200.00.**



# QUESTIONS?



RESOLUTION NO. 21-020

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A CONTRACT WITH TML CONSTRUCTION, INC., FOR THE 2021 COMPOST BIOSOLIDS HOPPER RETROFIT PROJECT AT THE COMPOST FACILITY.

WHEREAS, the Wastewater Capital Program Manager of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a contract with TML Construction, Inc., for the 2021 Compost Biosolids Hopper Retrofit Project at the City's Compost Facility, pursuant to terms and conditions set forth in a contract, a copy of which is attached hereto as Exhibit "A" 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 contract with TML Construction, Inc., for the 2021 Compost Biosolids Hopper Retrofit Project at the City's Compost Facility, 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 to the extent 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 6<sup>th</sup> day of April, 2021.

---

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 MILLER Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER WOOD Voted

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

**CITY OF COEUR D'ALENE WASTEWATER UTILITY  
COMPOST FACILITY: BIOSOLIDS HOPPER RETROFIT  
CONTRACT**

THIS CONTRACT is made and entered into this 6<sup>th</sup> day of March, 2021, between the CITY OF COEUR D'ALENE, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as "CITY," and 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 Hayden, Idaho, hereinafter referred to as the "CONTRACTOR."

WITNESSETH:

WHEREAS, the CONTRACTOR has been awarded the contract for the 2021 Compost Facility Biosolids Hopper Retrofit in the City of Coeur d'Alene, according to the plans and specifications on file in the office of the City Clerk of the CITY, which plans and specifications are entitled:

**City of Coeur d'Alene – Wastewater Utility - 2021 Compost Facility Biosolids Hopper Retrofit**

NOW, THEREFORE,

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

The CONTRACTOR shall employ appropriate means to prevent accidents and defend the CITY from all claims for injury to person or property resulting from the CONTRACTOR's actions or omissions in performance of this contract, and to that end shall maintain insurance of the type and in the amount specified in the Contract Documents, it being the intention that the limits shall be no less than those provided for under Idaho Code § 6-924. Certificates of insurance providing at least thirty (30) days' written notice to the City prior to cancellation of the policy shall be filed in the office of the City Clerk.

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

which will come due under the Idaho Worker's Compensation Law including, at the option of the CITY, a surety bond in an amount sufficient to make such payments.

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

The CITY shall pay to the CONTRACTOR for the work, services and materials herein provided to be done and furnished by it, a sum not to exceed **Three Hundred Sixty-Five Thousand, Two Hundred dollars and no/100's (\$365,200.00)**, as provided in the Lump Sum Price Schedule. Partial payment shall be made on the third Tuesday of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided that the contractor has obtained from the Idaho State Tax Commission and submitted to the City a release of liability for taxes (Form EFO00234).

The Work shall be substantially complete within **two hundred forty-five (245) calendar days** (for the Contract Award, as applicable) after the date when the Contract Times commence to run or by August 31, 2021, as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within **thirty (30) calendar days** after the date of substantial completion.

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

IT IS AGREED that the CONTRACTOR must employ ninety-five percent (95%) bona fide Idaho residents as employees on any job under this contract except where for this contract fifty (50) or fewer 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 of Idaho in the performance of said work. (Idaho Code § 44 – 1002).

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

1. To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term.



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

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

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

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

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

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

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

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

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

**CONTRACTOR:**  
TML CONSTRUCTION, INC.

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

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

ATTEST:

ATTEST:

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

\_\_\_\_\_

CITY COUNCIL  
STAFF REPORT

DATE: March 25, 2021  
FROM: Dave Hagar  
SUBJECT: School Resource Officer agreement for School Years 2021-2023 with  
SD271

---

**Decision Point:** The police department requests approval of the attached agreement with the Coeur d'Alene School District #271 to provide School Resource Officer services for school years 2021- 2023, a two-year agreement.

**History:** The City has maintained an agreement the Coeur d'Alene School District to provide School Resource Officer for several years in a collaborative effort to ensure the safety of the students and staff.

**Financial Analysis:** The Coeur d'Alene School District agrees to pay 67% of nine months' salary and benefits of 8 Officers to be paid quarterly in equal installments. This percentage is unchanged from the previous agreement.

**Performance Analysis:** This partnership with the Coeur d'Alene School District is extremely valuable and demonstrates our commitment to keeping our students safe. The agreement has no material changes, with the only notable change being the addition of Northwest Expedition Academy to the list of the elementary schools.

**Decision Point:** The police department requests approval of the attached agreement with the Coeur d'Alene School District to provide School Resource Officer services for school years 2021- 2023.

RESOLUTION NO. 21-021

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AN AGREEMENT WITH SCHOOL DISTRICT 271 TO PROVIDE SCHOOL RESOURCE OFFICER SERVICES FOR SCHOOL YEARS 2021-2023.

WHEREAS, the Police Department of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into agreement, pursuant to terms and conditions set forth in the agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into an agreement with School District 271 to provide school Resource Officer Services for school years 2021-2023, 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 6<sup>th</sup> day of April, 2021.

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

ATTEST:

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

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

**ROLL CALL:**

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER WOOD Voted

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

AGREEMENT BETWEEN THE  
COEUR D'ALENE SCHOOL DISTRICT #271

and

THE CITY OF COEUR D'ALENE

for

EMPLOYMENT OF SCHOOL RESOURCE OFFICERS  
FOR THE DISTRICT'S FISCAL YEARS 2021-2023

THIS AGREEMENT is entered into this 6<sup>th</sup> day of April, 2021, by and between School District #271, Coeur d'Alene, Idaho, hereinafter referred to as DISTRICT, and the City of Coeur d'Alene, having its principal business office located at 710 Mullan, Coeur d'Alene, Idaho, hereinafter referred to as CITY.

WITNESSETH:

WHEREAS, safety and security on and around high school, middle school, and elementary school campuses is an essential element for a positive educational environment and the DISTRICT lacks the specialized skills and resources to adequately meet these needs; and

WHEREAS, the safety and well-being of students on high school, middle school, and elementary school campuses is a concern shared by both the CITY and the DISTRICT, and a coordinated effort is deemed the most effective and efficient means to provide for campus security; and

WHEREAS, the presence of uniformed police officers on school campuses, in addition to basic law enforcement services, allows for an array of police services to be provided to both students and staff, such as the dissemination of information on the police department, the criminal justice system, gang intervention and prevention, and alcohol and drug abuse prevention.

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

I. RESPONSIBILITIES OF CITY

1. CITY agrees to provide eight (8) School Resource Officers (SROs) in order to provide a uniformed high visibility presence on and around the high school, middle school and elementary campuses located in the City of Coeur d'Alene; in the event the SRO is absent for any reason, layered coverage will be maintained by another officer(s), and DISTRICT officials will be notified in a timely manner; and

2. CITY agrees to furnish normal equipment for officers who perform this service, including use of Coeur d'Alene Police Department vehicles; and
3. CITY agrees the officers will facilitate classroom and faculty presentations related to the youth and the law, at Coeur d'Alene High School, Lake City High School, Venture High School, Woodland Middle School, Canfield Middle School, Lakes Middle School, and the following 8 elementary schools: Borah, Bryan, Fernan, Northwest Expedition Academy, Ramsey, Skyway, Sorensen, and Winton. SROs will investigate youth-related criminal cases, continue to work with community agencies and parent/teacher groups, schedule security activities as needed, be the first responder in all law enforcement-related matters as they occur during regularly scheduled work hours for the officer; and
4. CITY agrees to have officers attend various sporting events and other extracurricular activities as needed for pro-active enforcement and interaction; and
5. CITY agrees to document and investigate all incidents of crime as per the police department's policies and procedures; and
6. CITY agrees to work with the DISTRICT to ensure that all SROs comply with all use and disclosure requirements regarding "education records" and "personally identifiable information" imposed by the Family Educational Rights and Privacy Act (FERPA).

## II. RESPONSIBILITIES OF DISTRICT

1. DISTRICT agrees to provide office space, furnishings and supplies for each School Resource Officer; and
2. DISTRICT agrees to furnish any special equipment or material necessary for the performance of this service as such equipment or material shall be identified and agreed to by the parties in writing; and
3. DISTRICT agrees each officer shall be responsible primarily to their Police Department Supervisor and secondarily to the principal of the school to which they are assigned.
4. DISTRICT agrees to pay all school-related overtime for the School Resource Officers for events outside the regular school day.

## III. CONTROL AND JURISDICTION

Prevention, education and training may take place at all elementary schools, Coeur d'Alene High School, Lake City High School, Venture High School, Woodland Middle School, Canfield Middle School and Lakes Middle School located in the City of Coeur d'Alene as such activity relates to the DISTRICT.

The School Resource Officers will remain under the employment, direction, and control of the Coeur d'Alene Police Department. The SROs are employees of the City of Coeur d'Alene as "employee" is defined under Idaho Code § 6-902(4).

The CITY shall remain responsible for the actions of the School Resource Officers, and shall maintain liability insurance, or self-insurance as the case may be for any claims under the Idaho Tort Claims Act, Idaho Code § 6-901 *et seq.*, or any other alleged act or omission of the School Resource Officers, including, but not limited to, bodily injury or death, property damage, or alleged Civil Rights violations.

The DISTRICT shall maintain liability insurance, or self-insurance as the case may be for any claims under the Idaho Tort Claims Act, or any other claim, arising out of the negligent acts or omissions of DISTRICT, its employees, agents, and students, including but not limited to bodily injury or death, property damage, or alleged Civil Rights violations.

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

#### IV. CONSIDERATION

In consideration of all services hereinbefore described, DISTRICT agrees to pay and CITY agrees to accept in full payment therefor the amount of sixty-seven percent (67%) of nine (9) months' salary and benefits of eight (8) School Resource Officers to be paid quarterly in equal installments. Overtime, as agreed upon under sections II and III, will be paid quarterly as billed.

#### V. TERM, AMENDMENT, RENEWAL AND TERMINATION OF AGREEMENT

1. The term of this Agreement shall remain in effect for the 2021-2022 and 2022-2023 public school fiscal years.
2. This Agreement may be amended or renewed in writing by consent of CITY and DISTRICT as permitted by law.
3. This Agreement may be terminated at any time in writing by mutual consent of CITY and DISTRICT.
4. The parties shall make reasonable efforts to meet from time-to-time during the term of this Agreement in order to evaluate the program prior to deciding whether to continue.
5. In the event that the parties do not have a writing as contemplated in subsection 2



above to continue the Agreement after its expiration as contemplated in subsection 1, above, this Agreement will continue quarterly until the Agreement is either amended or renewed (per subsection 2) or is terminated (per subsection 3).

VI. IDAHO LAW CONTROLS

It is expressly understood and agreed by CITY and DISTRICT that the laws of the State of Idaho shall govern them and the venue for any litigation disputes regarding, or interpretation of, this Agreement shall be initiated exclusively in Kootenai County, State of Idaho.

VII. SUCCESSORS-IN-INTEREST AND ASSIGNS

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

IN WITNESS THEREOF, CITY and DISTRICT have caused the Agreement to be signed in their behalf by duly authorized representatives on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, pursuant to Resolution No. 21-021, and have authorized the City Mayor to sign the same.

CITY OF COEUR D'ALENE

COEUR D'ALENE SCHOOL DISTRICT #271

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

By: \_\_\_\_\_  
Jennifer Brumley, Chairperson

Attest:

Attest:

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

\_\_\_\_\_  
Lynn Towne, Clerk of the Board

**CITY COUNCIL  
STAFF REPORT**

**DATE:** April 6, 2021  
**FROM:** Terry Pickel, Water Department Director  
**SUBJECT:** Award Bid for Huetter Well Construction

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**DECISION POINT:** Should Council accept the bid of TML Construction, Inc., in the amount of \$1,038,400.00 and award it the contract for construction of the Well House, including installation of the pump, plumbing, electrical, and landscaping improvements, for the new Huetter Well.

**HISTORY:** Per the 2012 Water Comprehensive Plan, staff has been working diligently to keep on schedule with planned well construction to keep up with ever increasing demand. The Huetter Well site was deeded to the City as part of the Trails Development. As Drinking Water Rule requires that a public water system be able to meet peak daily demands with its largest well out of service, it was necessary to proceed with planned construction. Peak summer daily demands have been averaging 38 MGD (million gallons per day) to 40 MGD for the past 3 years. With a current maximum capacity of 44 MGD, we can no longer meet that peak day requirement. Should we have a major pump failure during the summer season, we would likely have to impose watering restrictions. The Huetter site was test drilled in 2018 and 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 fall 2019, early spring of 2020. It now stands ready to have a building constructed and a pump installed. An 18-inch transmission main was recently installed along the Prairie Trail to the Industrial Standpipe to supply water to the High Zone. Keller Associates was selected to design, bid, and oversee construction of the new well house and related appurtenances.

**FINANCIAL ANALYSIS:** As previously mentioned, the new facility was designed by Keller Associates. Bids were recently solicited for the construction of the well house, installation of the applicable piping, electrical, the pump, and related site improvements. The following bids were received, including alternative bid schedule A for landscaping: \$1,038,400.00 from TML Construction, Inc., \$1,102,225.00 from NNAC, Inc., \$1,513,000.00 from J7 Contracting, and \$1,826,685.00 from S&L Underground. The project is included in the 2021 FY Budget with a line item of \$1,200,000.00, funded by Capitalization Fees. The engineering consultant has reviewed the bids and determined that they are complete and responsive.

**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 with sufficient screens installed to ensure excess capacity. The well was test pumped at 4,200 gpm for 6 hours with a maximum drawdown of 2.5 feet. The additional 4,000 gpm will give us a daily pumping capacity in excess of 49 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 of 9 CFS were secured for this well as a part of this project. It is anticipated by the Comprehensive Plan that one additional well may be necessary by build out, heavily dependent upon potential density increases within current properties.

**DECISION POINT/RECOMMENDATION:** City Council should accept the lowest responsive bid of TML Construction, Inc., in the amount of \$1,038,400.00 and award TML a contract for the construction of the Well House and related site improvements, pump installation, plumbing and electrical for the new Huetter Well.



## **HUETTER WELL CONSTRUCTION**

**Requesting Council Approval of Low  
Bid from TML Enterprises**



# HUETTER WELL CONSTRUCTION

**Bids Received: Including alternate bid amount**

- S&L Underground - \$1,826,685.00
- J7 Contracting - \$1,513,000.00
- NNAC, Inc. - \$1,102,225.00
- TML Construction, Inc. - \$1,038,400.00



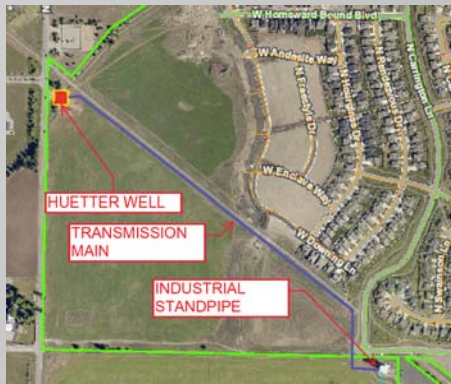
# HUETTER WELL SITE LOCATION



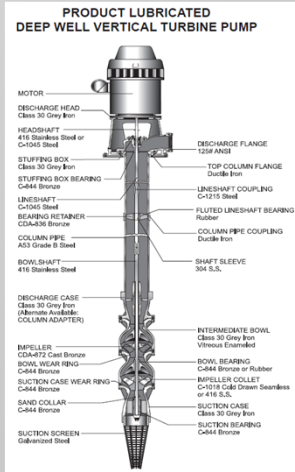
# HUETTER WELL DRILLED AND TESTED



# TRAILS TRANSMISSION MAIN INSTALLED



# DESIGNED AND BID

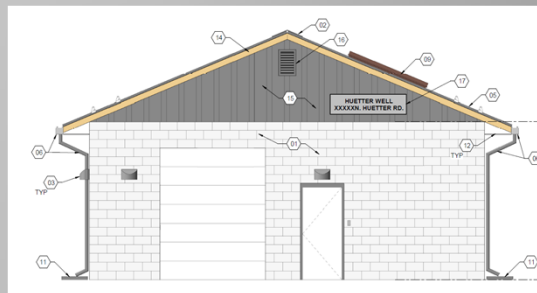
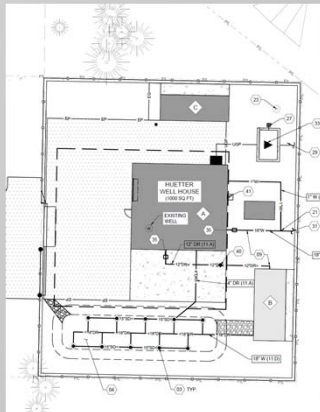


## SPIDER BEARINGS, COLUMNS, AND SHAFT



# BUILDING LAYOUT SIMPLIFIED

## Site Layout







**Thank You!**



RESOLUTION NO. 21-022

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING THE BID OF, AND APPROVING A CONTRACT WITH, TML CONSTRUCTION, INC., FOR THE HUETTER WELL FACILITY.

WHEREAS, the City duly advertised for bids for the Water Department Huetter Well Facility in Coeur d'Alene, Idaho, and said bids were opened as provided in the office of the City Clerk at 2:00 p.m., on the 25th day of March, 2021, and the lowest responsive bid received was from TML Construction, Inc., in the amount of One Million Thirty-Eight Thousand Four Hundred and No/100 Dollars (\$1,038,400.00); and

WHEREAS, it is in the best interests of the City of Coeur d'Alene and the citizens thereof that said bid be accepted and a contract be entered into with the low bidder;

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., in the amount of \$1,038,400.00 for the Huetter Well Facility 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 contact on behalf of the City.

DATED this 6<sup>th</sup> day of April, 2021.

---

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 EVANS Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER WOOD Voted

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

## CONTRACT

THIS CONTRACT is made and entered into this 6<sup>th</sup> day of April, 2021, between the CITY OF COEUR D'ALENE, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as "CITY," and 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 P.O. Box 2970, Hayden, Idaho, hereinafter referred to as the "CONTRACTOR."

### WITNESSETH:

WHEREAS, the CONTRACTOR has been awarded the contract for City of Coeur d'Alene Water Department Huetter Well Facility Project in Coeur d'Alene, according to plans and specifications on file in the office of the City Clerk of the CITY, which plans and specifications are entitled:

### **City of Coeur d'Alene, Idaho Huetter Well Facility Project Bidding & Construction Set**

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

The CONTRACTOR shall 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 an additional insured 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. A certificate of insurance providing at least thirty (30) days' written notice to the CITY prior to cancellation of the policy shall be filed in the office of the City Clerk.

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

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

The CONTRACTOR agrees to receive and accept as full compensation for furnishing all materials and doing all the work contemplated and embraced in the Contract, an amount equal to the sum of the total for the items of work. The total amount of the Contract shall not exceed **One Million Thirty-Eight Thousand Four Hundred and No/100 Dollars (\$1,038,400.00)**. Monthly progress payments must be submitted by the 10<sup>th</sup> of the month for work done in the previous calendar month. Partial payment shall be made by the end of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided that the CONTRACTOR has obtained from the Idaho State Tax Commission and submitted to the CITY a release of liability for taxes (Form 10-248-79).

The number of working days allowed for completion of the Contract work shall be one-hundred fifty (150) 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 Five Hundred Dollars (\$500) per calendar day, which sums shall not be construed as a penalty.

IT IS AGREED that the CONTRACTOR must employ ninety five percent (95%) bona fide Idaho residents as employees on any job under this Contract except where under this Contract fifty (50) or fewer 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.

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) Bidding Information
- C) Bid Proposal
- D) Bid Bond
- E) Bidding Forms as Required
- F) Contract
- G) Labor and Materials Payment Bond
- H) Performance Bond
- I) Notice of Award
- J) Notice to Proceed
- K) Change Order
- L) General Conditions
- M) Technical Specifications
- N) Special Provisions
- O) Plans
- P) Addenda No. \_\_\_\_\_, dated \_\_\_\_\_, \_\_\_\_\_

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

The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, sexual orientation, and/or gender identity/expression. The CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, sexual orientation, and/or gender identity/expression. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The CONTRACTOR agrees to post in conspicuous places available for

employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, sexual orientation, and/or gender identity/expression. The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each sub-Contractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials. The CONTRACTOR shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the City may require.

IN WITNESS WHEREOF, the Mayor and City Clerk of the CITY OF COEUR D'ALENE have executed this Contract on behalf of said CITY and the CONTRACTOR has caused the same to be signed by its representative 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

\_\_\_\_\_

**GENERAL SERVICES/PUBLIC WORKS  
COMMITTEE**



**General Services/Public Works Committee  
STAFF REPORT**

**DATE:** March 22, 2021  
**FROM:** Chris Bosley, City Engineer  
**SUBJECT:** Approval of Low Bidder for the 2021 Chipseal Project

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**DECISION POINT:**

Staff is requesting the City Council to award the 2021 Chipseal Project to Poe Asphalt Paving, Inc. as the low bidder.

**HISTORY:**

This year's chipseal project was advertised for bids in February and March, 2021. The streets to be chipsealed this year are shown on the attached exhibits. Bids were opened on March 9<sup>th</sup>. Three responsive bids were received as follows:

Road Products, Inc.	\$ 473,555.90
Poe Asphalt Paving, Inc.	\$ 334,324.58
Knife River Corporation	\$ 495,000.00

**FINANCIAL ANALYSIS:**

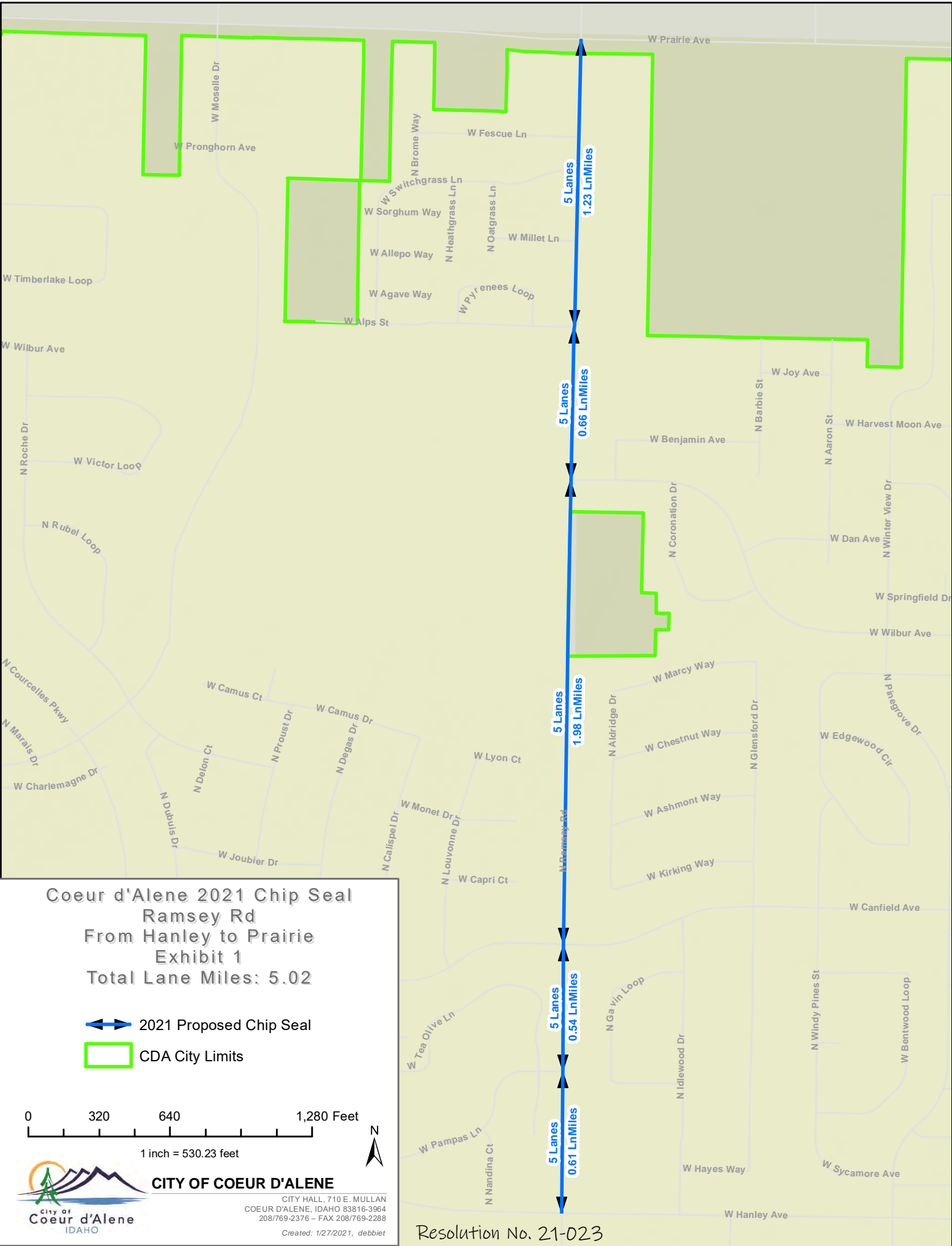
The overlay program is a budgeted item with an annual budget of \$750,000. This year funds were purposely held back to ensure enough money is available for the Kathleen Avenue widening project.

**PERFORMANCE ANALYSIS:**

The City of Coeur d' Alene received three responsive bids for this year's chipseal. To ensure pricing, the Notice of Award must be issued within 30 days. Construction will likely occur in late July or August when temperatures allow.

**RECOMMENDATION:**

Staff recommends awarding the contract to Poe Asphalt Paving, Inc.







RESOLUTION NO. 21-023

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING THE BID OF, AND AWARDING A CONTRACT TO, POE ASPHALT PAVING, INC., FOR THE STREETS AND ENGINEERING DEPARTMENT'S 2021 CHIPSEAL PROJECT.

WHEREAS, the City heretofore duly advertised for bids for the 2021 Chipseal Project in Coeur d'Alene, Idaho, and said bids were opened as provided in the office of the City Clerk at 2:00 p.m., on Tuesday the 9<sup>th</sup> day of March, 2021, and the lowest responsive bid received was that of Poe Asphalt Paving, Inc., in the amount of Three Hundred Thirty-Four Thousand Three Hundred Twenty-Four Dollars and 58/100's dollars (\$334,324.58); and

WHEREAS, it is in the best interests of the City of Coeur d'Alene and the citizens thereof that said bid be accepted and a contract entered into with the low bidder;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the bid of Poe Asphalt Paving, Inc., in the amount of \$334,324.58 for the 2021 Chipseal Project be and the same is hereby accepted.

BE IT FURTHER RESOLVED that the City enter into a contract with Poe Asphalt Paving, Inc., in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said 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 6<sup>th</sup> day of April, 2021.

---

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 WOOD Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER ENGLISH Voted

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

**CONTRACT**  
For  
**CITY OF COEUR D'ALENE**  
**2021 CHIP SEAL PROJECT**

THIS CONTRACT is made and entered into this 6<sup>th</sup> day of April, 2021, 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 Poe Asphalt Paving, 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 2732 N. Beck RD, Post Falls, ID 83854, hereinafter referred to as "**CONTRACTOR**."

WITNESSETH:

WHEREAS the **CONTRACTOR** has been awarded the contract for the 2021 Chip Seal Project according to contract documents on file in the office of the City Clerk of **CITY**, which contract documents are incorporated herein by reference,

NOW, THEREFORE,

IT IS AGREED that for and in consideration of the covenants and agreements to be made and performed by **CITY**, 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 insureds with a combined single limit of at least \$1,000,000.00 each occurrence or claim and a general aggregate limit of at least \$2,000,000.00 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. 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. It is intended that the **CONTRACTOR** provide such insurance as is required by paragraph SC-5.04.A of the Supplementary General Conditions.

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

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

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

The **CONTRACTOR** agrees to receive and accept as full compensation for furnishing all materials, and doing all the work contemplated and embraced in the contract, an amount equal to the sum of the total for the items of work. The total for each item of work shall be calculated by determining the actual quantity of each item of work and multiplying that actual quantity by the unit price bid by the **CONTRACTOR** for that item of work. The total amount of the contract shall not exceed Three Hundred Thirty-Four Thousand, Three Hundred Twenty-Four Dollars and 58/100 Dollars (\$334,324.58).

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 within thirty (30) days after completion of all work and acceptance by the City Council, provided that the **CONTRACTOR** has obtained from the Idaho State Tax Commission and submitted to the **CITY** a release of liability for taxes (Form 10-248-79).

The number of working days allowed for completion of the Contract work shall be thirty (30) working days. Days where the only work is traffic control, sweeping, or covering utilities do not count toward 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 required 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 (\$1,500) per calendar day, which sums shall not be construed as a penalty.

**IT IS AGREED** that the **CONTRACTOR** must employ ninety five percent (95%) bona fide Idaho residents as employees on any job under this contract except where fifty (50) or fewer 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/she/it is engaged is of a transitory character, and that his/her/its property used for this project



may be outside the state of Idaho when taxes, excises or license fees to which he/she/it is liable become payable:

- 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.
- 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, and 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.
- 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/her/it 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.

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

provisions will be binding upon each sub-contractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials. The **CONTRACTOR** shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the **CITY** may require.

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

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

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

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

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

**CONTRACTOR**  
**POE ASPHALT PAVING, INC.**

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

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

**ATTEST:**

**ATTEST:**

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

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

## **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.

**GENERAL SERVICES/PUBLIC WORKS  
STAFF REPORT**

**DATE:** March 22, 2021

**FROM:** Monte McCully, City of Coeur d'Alene Trails Coordinator

**SUBJECT:** Pedestrian and Bicycle Advisory Committee Bylaws (action required)

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**DECISION POINT:**

Will the General Services/Public Works Committee recommend City Council adopt the changes to the Ped/Bike city code and adopt the Ped/Bike Committee bylaws?

**HISTORY:**

The Coeur d'Alene Pedestrian and Bicycle Committee was created by city ordinance in 2003. At the time the committee was composed of 15 members and those members were assigned the duty of making recommendations to City Council regarding improvements to bicycling and pedestrian facilities in the city. At the time opportunities were missed in the planning stage as public and private development and redevelopment occurred. Opportunities were also missed by the failure to properly implement planned pedestrian and bicycling friendly features in actual construction. Many staff members and citizens recognized a need for help in implementing and following through with Council approved programs such as the City's Trails and Bikeway Plan. The committee has never had formal bylaws, only a set of ordinances to follow and the committee felt that adopting these ordinances into a set of bylaws would be beneficial to each new member. There are also a few changes to the ped/bike ordinance they are requesting to help streamline the committee. The first item is to change the number of members from fifteen to a minimum of eight members and a maximum of twelve members. The committee felt having 15 members was unwieldy and having less members would make it easier to facilitate discussion and to meet quorum minimums. The second change would be to designate one of the General Public representatives to a Water Access Community representative as water trails will soon be added to the trail system. The third item is to change the name of the Retired Community representative to an Older Adults representative to ensure they are representing older adults that may have mobility difficulties and not a younger retired person.

**FINANCIAL ANALYSIS:**

There is no direct financial impact on the City other than staff time to change the ordinances.

**PERFORMANCE ANALYSIS:**

The changes to the ordinance and adopting bylaws will help streamline the function of the Ped/Bike Committee, as well as provide a clearer outline for all new members to follow. The formal bylaws would also be, word for word, the same as the ordinance.

**DECISION POINT/ RECOMMENDATION**

Recommend City Council adopt the changes to the Ped/Bike city code and adopt the Ped/Bike Advisory Committee bylaws.

ORDINANCE NO. \_\_\_\_\_  
COUNCIL BILL NO. 21-1005

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF SECTION 2.82.010(A) OF THE COEUR D'ALENE MUNICIPAL CODE; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THE ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

WHEREAS, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that said amendment be adopted;

NOW, THEREFORE,

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

**SECTION 1.** *That section 2.82.010(A) of the Coeur d'Alene Municipal Code be amended as follows:*

A. There is established a pedestrian and bicycle advisory committee in the city. The committee which shall consist of fifteen (15) a minimum of eight (8) and maximum of twelve (12) members who will receive no salary compensation. Members of the committee shall be recommended to the mayor after completion of an interview and review process by the committee, then appointed by the mayor and confirmed by the city council. and aAny members may, in a like manner, be removed. The members shall include one city council member, one engineer or landscape architect, ~~one representative from School District 271~~, one representative from the Centennial Trail Foundation, ~~one representative from the walking community, one representative from the running community, one representative from the bicycling community, one person representing senior citizens, and~~ one person representing the special needs/physically challenged community ~~and five (5) persons representing the general public~~. One additional member shall be a high school student, who attends school within the boundary of School District 271, between the ages of fourteen (14) and eighteen (18) years old. In addition, a representative of School District 271 and/or a member of the legal community may be considered for membership. The remainder of the members should represent the general public and include, but not be limited to, representatives of the walking, running, biking, and water access communities, and older adults.

**SECTION 2.** All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 3.** The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or

unconstitutional provision, clause sentence, subsection, word, or part had not been included therein.

**SECTION 4.** After its passage and adoption, a summary of this Ordinance, pursuant to the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication this Ordinance shall be in full force and effect.

*Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on April 6<sup>th</sup>, 2021.*

APPROVED, ADOPTED and SIGNED this 6<sup>th</sup> day of March, 2021.

---

Steve Widmyer, Mayor

ATTEST:

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Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_  
Amending Section 2.82.010(A) of the City Code  
PEDESTRIAN AND BICYCLE ADVISORY COMMITTEE

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF SECTION 2.82.010(A) OF THE COEUR D'ALENE MUNICIPAL CODE; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THE ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. \_\_\_\_\_ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

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Renata McLeod, City Clerk

**STATEMENT OF LEGAL ADVISOR**

I, Randall R. Adams, am a Chief Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. \_\_\_\_\_, Amending section 2.82.010(A) of the Coeur d'Alene Municipal Code; and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 6<sup>th</sup> day of April, 2021.

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Randall R. Adams, Chief Deputy City Attorney



## STAFF REPORT

**DATE:** APRIL 6, 2021

**FROM:** RENATA MCLEOD, MUNICIPAL SERVICES DIRECTOR/CITY CLERK

**RE:** AMENDMENT TO THE OUTDOOR EATING PERMIT POLICY

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**DECISION POINT:** Should Council approve the addition of a denial option for outdoor seating encroachment permits in the case of current non-compliance with codes, and various policy clarity and organization amendments?

**HISTORY:** At the February 16, 2021, Council meeting, Council was provided information regarding the over-service of alcohol and its associated criminal violations. An update was presented at the March 2, 2021, Council meeting. Council requested that staff work toward enforcement of codes and strict compliance with the outdoor seating policy. Upon staff review of the outdoor eating policy, it was noted that the section entitled denial and revocation of permits does not contain language for denial. Currently, denial would only be based on the applicant's inability to meet the layout requirements and/or ADA codes. All other references relate to suspension and revocation after the applicant has been issued a permit. As the review of the policy continued, it became apparent that there could be clarifications made and some reorganization of the existing language to make the policy easier to follow.

Currently, there are establishments that have been involved in police reports for over-service of alcohol, allowing patrons to leave the establishment with open containers, and a couple service of a minor offenses. Staff would like to include in the policy the clause that *a denial of a permit can occur if the applicant is not in of compliance with any and all other local, state, or federal laws, ordinances, or regulations, including but not limited to health rules, pertaining to the sale and consumption of alcoholic beverages. The City Clerk's decision shall be based on the available evidence, including law enforcement reports and the statements of reliable witnesses, much like the denial and revocation of other permits and licenses by departments and commissions.*

These provisions provide a means for denying a permit, rather than requiring approval of it, followed with an immediate suspension. Additionally, all appeals would continue to be heard by the City Council, which can also base its decision on all available evidence.

These amendments were emailed to all permit holders on March 26, 2021. Any comments received will be provided to Council.

**DECISION POINT/RECOMMENDATION:** Council is requested to approve the addition of a denial option for outdoor seating encroachment permits in the case of current non-compliance to codes, and the various policy clarification and organizational amendments.

RESOLUTION NO. 21-024

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING THE POLICY FOR FOOD AND/OR ALCOHOLIC BEVERAGE SERVICE AREAS ON PUBLIC SIDEWALKS.

WHEREAS, a citywide policy regarding food and/or alcoholic beverage service areas on public sidewalks was established by Resolution No. 06-033, and amended by Resolution Nos. 06-062, 08-015, 10-007, 10-042, 12-007 and 14-006; and

WHEREAS, Municipal Services Director has proposed amendments to this policy, and the same were presented at the General Services/Public Works Committee meeting March 22, 2021; 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 to the policy be adopted;

NOW, THEREFORE,

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

DATED this 6<sup>th</sup> day of April, 2021.

\_\_\_\_\_  
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 GOOKIN Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER WOOD Voted

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

## POLICY

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

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

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### A. Purpose Statement:

The purpose of this policy is to establish the process for issuing annual encroachment permits to eating establishments within the City allowing the service of food and alcoholic beverages for consumption at tables 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, or served, or consumed ~~at the outdoors eating facility on public sidewalks~~ except as ~~may be~~ authorized pursuant to this policy or other City policy.

The intent of this policy is to allow an eating establishment to serve alcohol secondary to its primary business of serving food. Public sidewalk seating areas may not be allowed to function as “beer gardens” or drinking areas or otherwise function primarily for the purpose of drinking. For example, if the permittee ceases food service to the encroachment area at 8 p.m., alcohol may not be served or consumed after 8 p.m. within the permitted encroachment area.

### B. Application:

Prior to selling, serving, or allowing the consumption of alcoholic beverages on a public sidewalk, an eating establishment must obtain an encroachment permit. All applications for an encroachment permit must be submitted to the City Clerk or designee who will, upon determining compliance with this policy and other applicable laws and standards, issue the appropriate permit. The permit shall expire on October 31 of the year in which it was issued.

~~In order to be complete, the~~ application must contain the following information and be accompanied by the ~~following attachments~~ indicated documentation:

1. ~~An indication that that~~ Whether 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 in M.C. 5.08.015.

2. If a food and alcohol permit is sought, a copy of the ~~subject~~ eating establishment's liquor license(s) ~~(including beer and/or wine)~~ must be provided; ~~–~~ Provided, however, that the applicant may apply for a City liquor license at the same time as an encroachment permit.
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, as 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 fee.
6. A copy of a current liability insurance policy, acceptable to the City Attorney, naming the City as an additional insured, in the amount with policy limits of at least \$500,000.00, covering for property damage, ~~or~~ bodily or personal injury, and or death or loss as a result of any one occurrence or accident regardless of the number of persons 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 p.m. the alcohol may not be served or consumed after 8 p.m. inside the permitted encroachment area.~~

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

### C. **Design and Layout Standards:**

1. The encroachment area must be designed to ensure a continuous minimum 42” wide ~~clear~~ passage for pedestrians at a minimum on the sidewalk, clear of obstructions, and to ensure that the sidewalk meets current 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 lawfully parked ~~on~~at the curb.
2. The encroachment permit design will allow for a small/modest seating area, ~~thereby~~ reserving the majority of the sidewalk width for pedestrian travel. ~~The~~A minimum

passage of 42” will only be approved in situations where the sidewalk is narrow renders that necessary.

~~3.~~ Outdoor eating facilities located at or near intersections may not place tables or other vision obstructions within the vision triangle ~~as defined~~ as a triangle, located at an intersection of two (2) roadways, determined from the intersection of the curb lines, such that each roadway side is forty feet (40') long and the hypotenuse is determined by connecting the two (2) roadway side endpoints with a straight line. ~~by M.C. § 12.36.425.~~

~~4.3.~~ 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.

~~5.4.~~ Tables placed d on side streets may not be larger than 24” in diameter.

#### **~~Food and Alcohol Permit Additional Design Requirements:~~**

~~6.5.~~ 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 drilling and placing using~~ a socket and cap fixture inserted into the sidewalk, with the top of the socket installed flush with the sidewalk. The stanchions must be a minimum of thirty-six inches (36") tall and ~~no higher than a maximum of forty-two inches (42")~~ tall, and one and a half inches (1.5") to two inches (2") in diameter, ~~and t~~ The socket depth must be at least four inches (4"). The stanchions ~~may shall~~ be spaced no more than ten feet (10') apart. An approved all weather ~~material~~ rope or light-weight chain barrier must be securely attached to each stanchion and the building ~~face~~ çade so as to enclose the encroachment area. The barrier must be attached in a taut manner so as to maintain a rigid perimeter. If the top of the barrier is higher than thirty-six inches (36"), 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~~ by the public. When the stanchions are removed from the socket, a socket fixture cap must be installed and maintained in a level, secure manner.

~~7.6.~~ A sign no smaller than nine inches (9") by twelve inches (12") must be posted at a height of five feet (5') 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.”

#### **D. Conditions of Approval:**

##### **All permit holders:**

The permit, if granted by the City Clerk or designee, is conditioned on the permittee maintaining the encroachment area in the manner approved 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 for pedestrians.
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~~ width of the sidewalk on a daily basis. The permittee must also ~~immediately promptly~~ 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 t~~ The encroachment area and entire business frontage must be cleaned at by 7 a.m. each morning. Failure to comply with this requirement ~~will~~ may result in loss of permit.
3. Stack all chairs ~~at~~ by 11:00 p.m. and secure the encroachment area 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 encroachment~~ area ~~and or~~ leaning over the barrier to consume or serve is allowed.
6. Enforce a "no shirt, no shoes, no service" policy for ~~outdoor eating~~ the encroachment areas. ~~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.~~
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 March 17<sup>th</sup> through October 31<sup>st</sup> 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.~~

~~12.11.~~ 11. Must pour glass bottled beverages from the bottle 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, a~~ Any unused portion of wine 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.~~

~~14.12.~~ 12. Prohibit the use of glassware in the encroachment area during ~~the following events~~ Car d' Lane and the Fourth of July, or any other public events that the City determines creates a public safety hazard due to overcrowding, congestion, or other public safety concerns; as set forth in the special events permit. ~~In the event the City determines that glassware may not be used~~ The City shall endeavor to provide as much notice as is reasonably possible given the then-existing circumstances of such other events.

~~a. Car d' Lane~~

~~b. 4<sup>th</sup> of July~~

~~15.13.~~ 13. Employ a designated person or security person to staff the ~~outdoor sidewalk~~ encroachment area during Car d' Lane, Fourth of July celebration dates, as well as any other ~~major~~ event that the City ~~may~~ determines ~~to~~ creates a public safety hazard due to overcrowding, congestion, ~~or~~ other public safety concerns, to ensure compliance with permit provisions; ~~with~~ The City shall endeavor to provide as much notice as reasonably possible given the then-existing circumstances of such other events.

~~16.14.~~ 14. Ensure that all rollup doors and windows abutting the ~~permitted outdoor eating~~ encroachment area are closed ~~at~~ by 11:00 p.m.

~~17.15.~~ 15. ~~Confirm~~ Ensure that servers ~~must~~ remain within the ~~contained~~ encroachment area and ~~may~~ not wait on or serve customers ~~form~~ outside the ~~exterior of the~~ barriers.

16. Safeguard that all approved exits remain free and clear ~~form~~ from any obstruction, including congestion.

~~18.17.~~ 17. Prohibit portable gas appliances on or under combustible items, including awnings, balconies, etc., in the encroachment area. Any appliance must be a UL listed device with the approval agency tag attached at all times, have a tilt/tip over switch, be located a minimum of five feet (5') from any building, combustible material, and exit, and be equipped with a guard to prevent accidental burns. The fuel container may not exceed twenty pounds, and may not be replaced/refilled while the public is present. All valves



and lines must be tested for leaks with soap/water mixture before use. Open flame devices may not be utilized.

~~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/tip over 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 vales and lines tested for leaks with soap/water mixture before use. Open flame devices may not be utilized.~~

#### **E. Denial and Revocation of Permits:**

~~The City Clerk, or designee, may deny the issuance of a permit if there is an existing lack the applicant is not in of compliance; which may be based on law enforcement reports, with any and all other local, state, or federal laws, ordinances, and/or regulations, including but not limited to health rules, laws pertaining to the sale and consumption of alcoholic beverages, and fire code regulations. The City Clerk's decision shall be based on the available evidence, including law enforcement reports and the statements of reliable witnesses. The City Clerk or designee may enforce~~ A violations of encroachment permits authorizing sidewalk tables and chairs to be placed within a public street, sidewalk, or public right of way by this policy, or any local, state, or federal laws, ordinances, or regulations, including but not limited to health rules, pertaining to the sale and consumption of alcoholic beverages, may be enforced as in the following manner:

**Emergency Temporary Suspension:** Any encroachment permit issued pursuant to this ~~article~~ policy may be temporarily suspended by the Mayor at any time when, ~~by reasons because~~ 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 a~~ After such notice of the temporary suspension has been delivered, all activity pursuant to the encroachment permit much cease. The temporary suspension shall last no longer than necessary after the emergency has ended.

**Written Warning:** The City Clerk or designee 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, pertaining to the selling or consumption of alcoholic beverages. 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 to be 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 a duly authorized representative of the City the City and/or any designated panel/committee. The permit holder will be notified whether the written response is deemed adequate to address the violation(s). If the written response is deemed inadequate, the permit holder will be notified of the deficiencies and offered an opportunity to correct the deficiencies. If the written response is adequate, no further~~

action will be taken unless the permit holder fails to adhere to the written response, the encroachment permit may be suspended until compliance is attained.

**Revocation ~~Suspension~~ or termination of encroachment permits:**

The City Clerk or designee may suspend or terminate a permit issued under this policy as provided herein. If an encroachment permit issued under this policy is suspended or terminated by the City Clerk or designee, ~~the length of a revocation or length of a suspension, and whether the permit should be terminated, 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 ~~Suspension~~:**

Temporary ~~revocation~~ ~~Suspension~~ 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~~ suspension or termination section.;

**Short Term Revocation ~~—~~:**

Short term ~~revocation~~ ~~Suspension~~ 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”~~ Suspension within a three (3) month time frame; or

Any violation or violations listed in the criteria for encroachment permit ~~revocations~~ suspension or termination section.;

**Long Term Revocation ~~—~~:**

Long term ~~revocation~~ ~~Suspension~~ 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 Suspension within a six (6) month time frame; or

Any violation or violations listed in the criteria for encroachment permit ~~revocations~~ suspension or termination section.;

**Termination of Encroachment permits:**

The City Clerk or designee may ~~revoke~~ terminate an encroachment permit ~~indefinitely~~ for:

Circumstances which would warrant a second or subsequent ~~“long term” or “Short term”~~ revocation Suspension of at least one-hundred twenty (120) days within a six (6) month time frame; or

Any single incident of sufficient magnitude to warrant such termination.

**Criteria for encroachment permit ~~revocations~~suspension and termination:**

~~The Suspension or termination of an encroachment permit following list includes, but is not limited to, shall be based on incidents and acts by the permit holder or by third parties that may be used to support findings to justify a warning, revocations~~suspension, or termination ~~of an encroachment permit, including, but not limited to:~~

- ~~An encroachment permit may be revoked for a~~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~~a 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 which~~ occurs on the public right of way in the encroachment area and which the permit holder fails to take reasonable actions to prevent or stop;
- ~~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 and which could have been prevented by the exercise of reasonable care on the part of the permit holder;
- ~~Any criminal or civil~~ violation of the statutes and rules ~~regulated~~enforced by the Alcohol Beverage Control division of the Idaho State Police, whether or not criminal charges or civil enforcement~~enforcement~~ proceedings are actually initiated.
- ~~Any violation of the life safety or fire code, whether or not criminal charges are actually initiated.~~
- ~~Any incident where which involves a person or persons identified as having consumed alcoholic beverage(s) on the permit holder's premises, which involves who commits:~~
  - ~~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, or an incident having been initiated on the permit holder's premises, or by persons at; or exiting from the permit holder's premises, which
  - ~~Results~~ing in criminal charges amounting to a misdemeanor and/or a felony; or
  - Any Involves a 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 persons who ~~m~~ have clearly been over-served alcohol, whether at that establishment or another, whether or not criminal charges are initiated in any form, or
  - Involves A~~any~~ incident by persons identified as having consumed any alcoholic beverage on the permit holder's premises which result~~sing~~ in the issuance of a citation to the permit holder for a violation of federal, state or local law constituting a misdemeanor crime.
- Repeated complaints or reports of incidents where the permit holder's ~~has allowed an environment wherein~~ patrons, seated in the ~~outdoor seating~~encroachment area; or inside the ~~actual~~ premises ~~but with any door/garage door~~an opening which affords ~~sing~~ verbal access to pedestrians, make crude, sexually oriented, sexually suggestive or provocative,

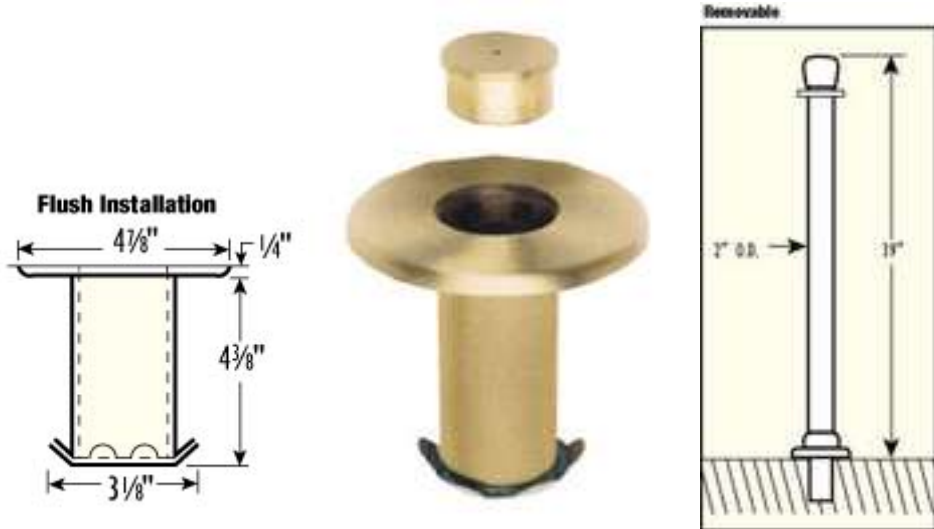
or personally derogatory comments, or engage in any lewd behavior and/or make lewd gestures to pedestrians.

**Appeal, notice, hearing and decision:**

Upon the denial, suspension, or revocation-termination of ~~the-an~~ encroachment permit, the permit holder may appeal to the City Council by filing a written 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 suspension shall be stayed until the Council has rendered a decision of the appeal. 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's 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 <u>the</u> site swept clean and all debris and grease removed-, leaving sidewalk clean <del>before 7 a.m. daily?</del>	
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 leave <del>ing the encroachment</del> <del>enclosed</del> -area with alcohol?	
5	Is <u>the</u> sidewalk monitored to ensure no <del>encroachment obstruction past beyond</del> the <del>designated permit</del> <del>encroachment</del> area <del>for so that free pedestrian passageway the sidewalk</del> -meets <u>ing</u> federal ADA compliance?	
6	Are all tables and chairs stacked and secured -at 11:00 p.m.?	
7	Are patrons using profanity or <del>or</del> obscene language asked to <u>refrain or</u> 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 <u>that</u> alcohol must be purchased <u>here &amp; and</u> consumed <u>here on the premises</u> , and may not be removed from the <u>encroachment permit</u> area?	
10	Are trash receptacles in place?	
11	Is the <u>"no glass"</u> rule adhered to during Car d'-Lane, Fourth of July, and other City designated events?	
12	If <del>open</del> doors <u>are open</u> , is <u>the</u> music volume turned down at 10 p.m. to adhere to <u>the</u> 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 <u>instructed to stop serving</u> <del>that</del> patrons <u>who are obviously intoxicated</u> ?	
16	Are belligerent and rowdy customers removed from premise?	
17	Are known trouble makers refused entrance?	
18	Is Staff familiar with reasons for permit <u>suspension or termination</u> <del>revocation or renewal denial</del> ?	
19	Are garage doors, large windows closed at 11 p.m.?	
20	Is congestion removed from exits and <u>are</u> passageways clear in the event of an emergency, even during <u>disbursement at</u> closing time?	
21	Is an effective monitor assigned to outdoor seating area during Car d 'Lane-, Fourth of July, and any other major events <del>to be as</del> determined by City? <del>with notification supplied to business</del>	