

**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, 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/s/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.

**May 4, 2021: 6:00 p.m.**

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

**B. INVOCATION:** Pastor Dave Hoit with Prairie Avenue Christian 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. CDA 2030 Presentation

**Presented by: Nicole Kahler, Executive Director and Derek Miller**

**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**

**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 April 20, 2021, Council Meeting.
2. Approval of General Services/Public Works Committee Minutes for the April 26, 2021, Meeting.
3. Approval of Bills as Submitted.
4. Setting of General Services/Public Works Committee meeting for Monday, May 10, 2021, at 12:00 noon.
5. Setting of a Public Hearing for June 1, 2021: Quasi-judicial - ZC-2-21 -A proposed zone change from R-12 to R-17; located at 3135 Fruitland; Applicant: George Hughes.
6. Approval of a cemetery lot repurchase from Arnold & Lori Garza for Lot 548, Block H, forest Cemetery Annex (Riverview).
7. **Resolution No. 21-026:**
  - a. Approving the purchase right-of-way from Cecil W. Hathaway, Curt W. Hathaway, Brent R. Hathaway, and Shawn C. Hathaway.

**As Recommend by the City Engineer**
  - b. Approval of a Contract to Badger Meter for the Purchase of Orion ME Radio Read Heads in the Amount of \$307,800.00.
  - c. Approve an Agreement with Active West for the Construction of a Sewer Pipe and Purchase of Fill Material.
  - d. Approve a Right-of-Way Agreement with the Bureau of Land Management for Construction of a Sewer Pipe.
  - e. Approve an Agreement with Glacier NW Blvd Seltice, LLC for Future Right-of-Way Vacation and Construction of a 12" Water Main, Right Turn Slip Lane, and Shared-Use Path.
  - f. Approve the Declaration of Used Equipment as Surplus and Authorize the Auction of Streets and Engineering Department Vehicles.

- g. Approve Temporary Banners across Rosenberry Drive Right-of-Way for North Idaho College (NIC).

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

## **I. GENERAL SERVICES/PUBLIC WORKS**

1. **Resolution No. 21-027** - Approval of the Purchase of One (1) Patrol Vehicle and Related Equipment.

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

2. **Resolution No. 21-028** - Approval of a Contract to La Riviere, Inc., for the Atlas Road Transmission Main Project in the Amount of \$831,287.00.

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

3. **Resolution No. 21-029** - Approve a Naming Rights Agreement with Idaho Central Credit Union (ICCU) for the Riverstone Park Amphitheater for a Period of Ten (10) Years.

**Staff Report by: Bill Greenwood, Parks and Recreation Director**

4. **Council Bill No. 21-1009** - Approval of Amendments to Municipal Code Sections 4.05.070 and 4.05.090 Regarding the Parks & Recreation Commission.

**Staff Report by: Bill Greenwood, Parks and Recreation Director**

## **J. OTHER BUSINESS:**

1. East Sherman – Proposed Development Plan and Spending Authority to Improve the City-Owned Properties Located at 1516 and 1620 E. Sherman Avenue.

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

2. **Resolution No. 21-030** – Approve the Donation of Art Pieces “Cor Leonis” and “Noto Thistle” to the City’s Public Art Collection.

**Staff Report by: Troy Tymesen, City Administrator, Arts Commission Liaison**

3. Approval of the Purchase of the Public Art Piece Entitled “The Climb” in the Amount of \$9,000.

**Staff Report by: Troy Tymesen, City Administrator, Arts Commission Liaison**

**K. ADJOURNMENT:**



# Coeur d'Alene

## CITY COUNCIL MEETING

*May 4, 2021*

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

# PRESENTATIONS

A BRIGHT FUTURE

**CDA**

**2030**

TOGETHER









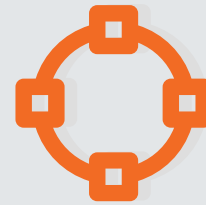
**STRENGTHEN  
RELATIONSHIPS**



**IMPROVING  
COMMUNICATION**



**MONITORED,  
LIVING DOCUMENT**



**COLLABORATION**



**UNBIASED  
ORGANIZATION**



**COMMUNITY  
INVOLVEMENT**



**SPARKING  
ACTION**



**METRICS DEFINED  
AND TRACKED**



# Leadership

## Board

Elva (Cookie) Allan  
Hilary Anderson  
Keri Cederquist  
Amy Evans  
Sarah Garcia  
Shawny Le  
Ryan Lewis  
Scott Maben  
Maren Maier  
Katie Marshall

Jimmy McAndrew  
Sarah McCracken  
Derek Miller  
Marie Nail  
J.R. Norvell  
Laura Rumpler  
Marie Schmidt  
Daniel Shaw  
Corey Smith  
Loren Whitten-Kaboth

## Committee Members

Bobby Myers  
Kristin Kilmer  
Merle Van Houten  
Mary Vehr  
Ben Weymouth

## Staff

Nicole Kahler, Executive Director  
Lindsey Beacham, Project  
Coordinator



# Sponsors

Architects West  
Bouten Construction  
CDA 2030 Board of Directors  
Contributions  
City of Coeur d'Alene  
Coeur d'Alene Assoc. of Realtors  
Coeur d'Alene Bike Company  
Coeur d'Alene Regional Chamber  
Coeur d'Alene Tribe Lake Mngmt  
The Coeur Group  
D.A. Davidson & Co.  
Ginno Construction  
HDR  
Hecla Mining Company  
ignite cda

Intermax Networks  
J-U-B Engineers  
Kootenai Title Company  
LaRiviere Incorporated  
Lewis-Clark State College  
Lukins & Annis Attorneys  
Mercer Advisors  
Mountain West Bank  
North Idaho College  
North Idaho Title Company  
Northwest Specialty Hospital  
Parkwood Business Properties  
PayneWest Insurance  
Pilgrim's Natural Foods Market

Pioneer Title Company  
Pita Pit Inc.  
STCU  
STRATA  
TitleOne Corporation  
T-O Engineers  
Umpqua Bank  
University of Idaho  
Verdis  
Welch Comer Engineers



# 2021 Priority Projects

-  Housing (C&I 3.1-3.2)
-  Early Care and Education (C&I 3.3.)
-  Lake Management (E&R 1.3)
-  Envision Coeur d'Alene (G&D 6.1)
-  East Sherman Avenue Revitalization Plan (G&D 2.3)



# Lake Education



# LAKE EDUCATION

## Our Gem Collaborative

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Our Gem includes local experts from:

- University of Idaho Community Water Resource Center
- Coeur d'Alene Tribe Lake Management Department
- Idaho Department of Environmental Quality
- Kootenai Environmental Alliance
- Kootenai County
- Coeur d'Alene Regional Chamber
- CDA 2030



**STRENGTHEN  
RELATIONSHIPS**



**COLLABORATION**



**METRICS DEFINED  
AND TRACKED**



# LAKE EDUCATION

## Our Gem Speakers Series

The Our Gem Collaborative Speaker Series features water and development experts from around the state.



**IMPROVING  
COMMUNICATION**



**SPARKING  
ACTION**



**STRENGTHEN  
RELATIONSHIPS**



**COMMUNITY  
INVOLVEMENT**



**CDA LAKE MANAGEMENT**

**CDA Lake Management, Sept. 22, 2020**

Jamie Brunner, DEQ, and Rebecca Stevens, CDA Tribe, talk about CDA lake management.



**AQUATIC INVASIVE SPECIES**

**Aquatic Invasive Species, Sept. 24, 2020**

Kim Holzer with the Idaho Dept. of Agriculture presents on aquatic invasive species.



**STORMWATER OUTFALL**

**Stormwater Outfall Reduction, Jan. 26, 2021**

City of Coeur d'Alene Engineer Chris Bosley presents on outfall reduction plans.



**ATLAS WATERFRONT**

**Atlas Waterfront Project, Feb. 2, 2021**

Hilary Anderson, City of Coeur d'Alene, and Phil Boyd, Welch-Comer Engineers, discuss the development.



# LAKE EDUCATION

## Our Gem News Articles

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The Our Gem Collaborative team regularly contributes data-driven articles to the Coeur d'Alene Press to promote dialogue and community action in caring for Coeur d'Alene Lake.



**SPARKING  
ACTION**



**COMMUNITY  
INVOLVEMENT**

 <p><b>The Our Gem Collaborative</b> Learn about the effort to propel the conversation regarding the health and future of Coeur d'Alene Lake</p> <p><a href="#">READ MORE ABOUT THE COLLABORATIVE</a></p>	 <p><b>Great Lake Debate</b> Federal, state and tribal leaders share shoreline concerns along Coeur d'Alene Lake.</p> <p><a href="#">READ THE GREAT LAKE DEBATE</a></p>	 <p><b>Lawn and Garden Care</b> Explore strategies for home lawn and garden care that protects our waterways.</p> <p><a href="#">READ ABOUT LAWN AND GARDEN CARE</a></p>	 <p><b>Stormwater Pollution Prevention</b> Learn about stormwater's impact and your part in minimizing the damage.</p> <p><a href="#">READ ABOUT STORMWATER POLLUTION PREVENTION</a></p>
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# LAKE EDUCATION

## Community Perceptions and Awareness Survey

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The Our Gem Coeur d'Alene Lake Collaborative is conducting the following survey to assess how to better provide citizens with resources and information about the lake.



IMPROVING  
COMMUNICATION



COMMUNITY  
INVOLVEMENT



# LAKE EDUCATION

## National Academy of the Sciences' Community Contact

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A study is currently underway to analyze the future of water quality in Coeur d'Alene Lake. The Idaho Department of Environmental Quality and Kootenai County contracted the National Academy of Sciences to conduct the assessment, expected to be complete by summer 2022.



**STRENGTHEN  
RELATIONSHIPS**



**UNBIASED  
ORGANIZATION**



**COMMUNITY  
INVOLVEMENT**



# LAKE EDUCATION

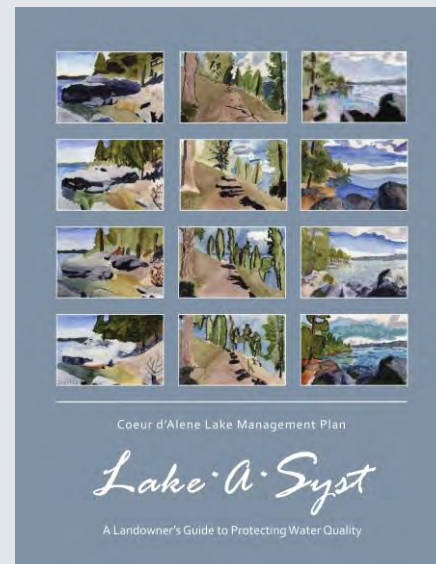
## Resources and Archives

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The Coeur d'Alene LakeASyst is a tool for local landowners. LakeASyst for the Coeur d'Alene Basin was developed by the Coeur d'Alene Tribe and Idaho Department of Environmental Quality Lake Management Teams.



**SPARKING  
ACTION**



# Housing



# HOUSING

## Home Profiles

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Help policy makers to put a face on these housing issues and spearhead solutions.

- Workforce Housing: 60-80% AMI = \$39,300-\$53,050
- Attainable Housing: 80-120% AMI = \$53,050-\$78,600
- Achievable Housing: 100-200% AMI = \$65,500-\$131,000

“If we were seeking a home on our income, we could not afford to buy here. Our grown children can visit, but they can't afford to buy a home in their hometown... Our service industries cannot survive without workers, but the wages don't give them any buying or renting power.” – K.J., Long-time resident



IMPROVING  
COMMUNICATION



COLLABORATION



SPARKING  
ACTION



# HOUSING

## Housing Task Forces/Committees

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- Coeur Housing Committee
- United Way ALICE + Housing Ad Hoc Committee
- Regional Housing & Growth Issues Partnership Advisory Group



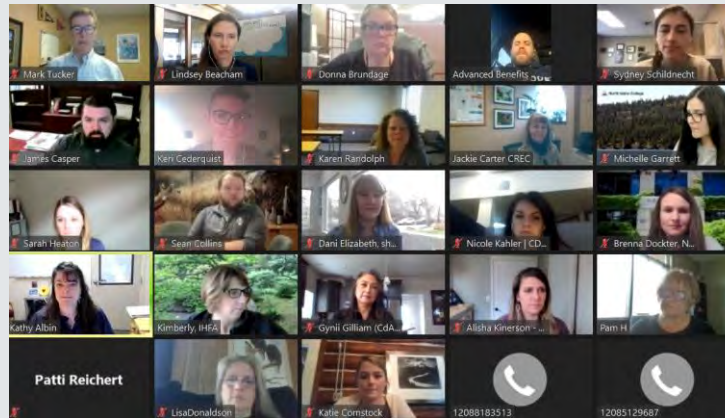
**COLLABORATION**



**COMMUNITY INVOLVEMENT**



**STRENGTHEN RELATIONSHIPS**



# Envision Coeur d'Alene



# ENVISION COEUR D'ALENE

## Community Engagement

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Coeur d'Alene's visioning and long-range planning project created to develop a citywide plan and roadmap for our community's future through **2040**.



**Comprehensive  
Plan**



**Vision Validation &  
Implementation Plan**



# ENVISION COEUR D'ALENE

## Community Engagement

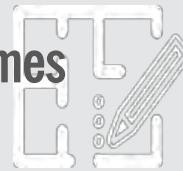
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Public Kickoff **80+** Attendees



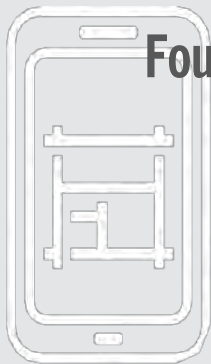
Leadership Committee **8** Meetings  
Planning Commission | City Council | CDA 2030

Game Nights  
**100+** Players **40+** Games



Community Advisory Committee  
**30** Members | **4** Meetings

Four Public Surveys  
**1,400+** Participants  
**11,500+** Data Points



Focus Groups  
**65** Members **23** Meetings



**60+** Community Service Organizations

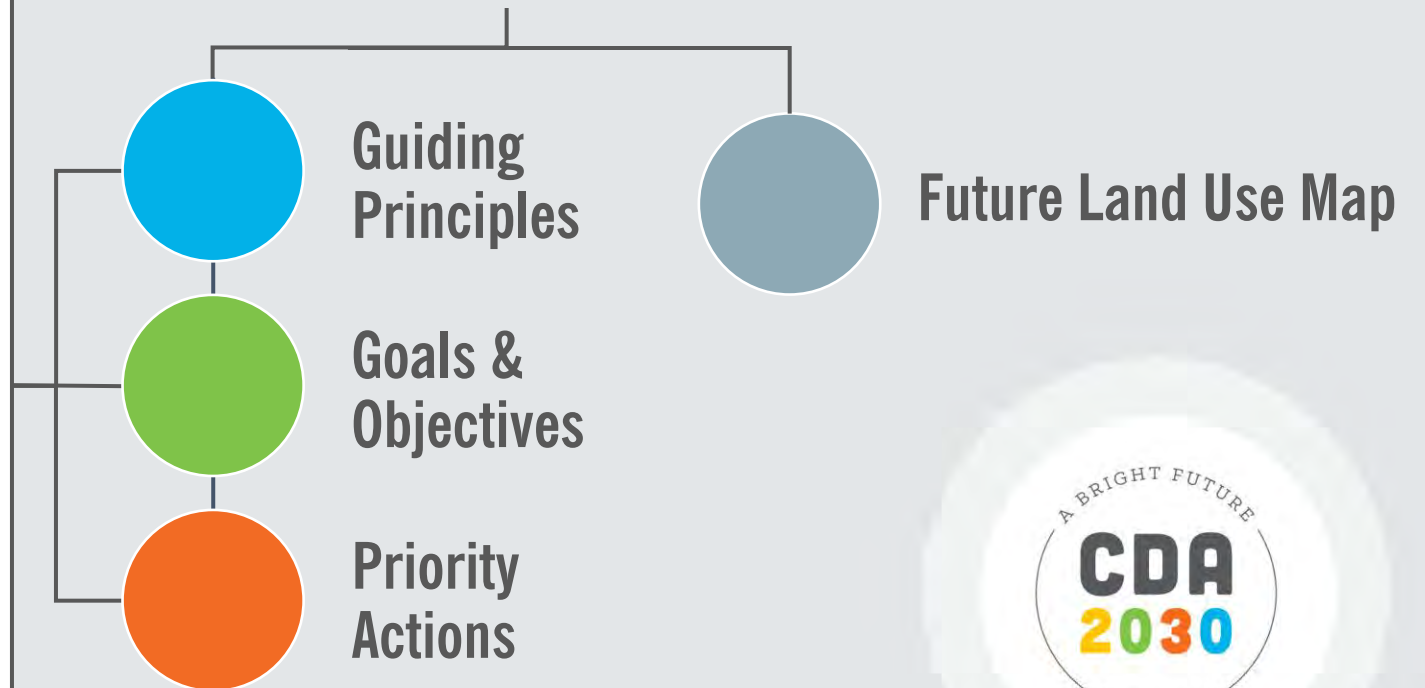


# ENVISION COEUR D'ALENE

## Plan Framework



## Community Vision



A vibrant street scene with people walking, vintage cars, and an outdoor cafe. In the foreground, a man in a blue plaid shirt and a woman in a white top are seated at a table with drinks. A woman in a green shirt is leaning over the table. In the background, a woman in a pink top is pushing a stroller, and a crowd of people is walking on the sidewalk. A vintage green car and a red car are visible on the street. A sign for 'Public Parking' is visible on a lamppost. The scene is set on a sunny day with trees and buildings in the background.

CDA 2030, Inc  
info@cda2030.org  
105 N 1st Street, #100  
Cd'A, ID 83814  
[www.cda2030.org](http://www.cda2030.org)



# ANNUAL REPORT | 2020

## OPENING BOOKS, OPENING DOORS

In 2020, CDA 2030 facilitated the distribution of 832 books to classrooms throughout Coeur d'Alene Public Schools to continue our support of K-3 literacy.



**832**  
BOOKS

“What a blessing to have texts that are meaningful and help the students understand themselves and each other. This has made a big impact on our class, in the classroom and throughout the school.”  
– Ms. Kibby, Winton Elementary

Envision Coeur d'Alene is a collaboration between the City of Coeur d'Alene and CDA 2030 to create a vision and long-range plan for our community.



“CDA 2030 is committed to ensuring broad community representation and meaningful participation. Thanks to CDA 2030, we have successfully engaged thousands of community members in identifying priorities for the next 20 years.”  
– Hilary Anderson, City of Coeur d'Alene

## ENVISION CDA

**260**  
ACTIONS

Vetted the new joint vision and comprehensive plan.

CDA 2030 assisted in publishing 17 informative articles to preserve lake health and protect water quality by promoting community awareness of local water resources.

**17**  
ARTICLES

## OUR GEM



Led by The Community Water Resource Center

Learn more at [uidaho.edu/ourgem](http://uidaho.edu/ourgem)

In 2020, the Our Gem Collaborative was chosen as the community contact for the National Academy of Sciences' third party review of the lake data.

## EARLY CARE & EDUCATION

Led by United Way of North Idaho



- Assisted with needs assessment
- Aided in the development of the strategic plan
- Supported the selection of provider grants
- Provided outreach, advocacy, and promotion

Each year the CDA 2030 Board of Directors determines priority actions to support based on our anticipated impact, resources available, community need, and our commitments.

Other 2020 priority actions in progress:

- East Sherman Revitalization Plan
- Housing

## OUR MISSION

CDA 2030 seeks to guide the greater Coeur d'Alene community in realizing its vision for a bright future - together. As a nonprofit group, we help local businesses, government, and community organizations carry out the CDA 2030 Vision and Implementation Plan.

## 2020 Leader Sponsors

City of Coeur d'Alene  
Coeur d'Alene Regional Chamber  
ignite cda  
Coeur d'Alene Association of REALTORS

## 2020 Achiever Sponsors

LaRiviere Incorporated  
CDA 2030 Board of Directors

## 2020 Builder Sponsors

The Coeur Group  
D.A. Davidson & Co. — Darin Hayes  
Intermax Network  
Kootenai Title Company  
Mountain West Bank  
North Idaho College  
Northwest Specialty Hospital  
Parkwood Business Properties  
Pilgrim's Market  
STCU  
T-O Engineers  
Umpqua Bank  
University of Idaho

## 2020 Connector Sponsors

Architects West  
Bouten Construction  
Coeur d'Alene Bike Company  
Coeur d'Alene Tribe Lake Management  
Hecla Mining Company  
J-U-B Engineers  
Lewis-Clark State College  
PayneWest Insurance  
Pita Pit  
STRATA

## 2020 Supporter Sponsors

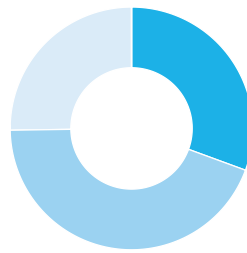
Avista Foundation  
CDA CPA Group  
North Idaho Title  
TitleOne Corporation  
Verdis  
Welch Comer & Assoc.

CDA 2030 has adapted in 2020 to support our community in progressing the vision in areas of greatest need. Now more than ever a united vision and efforts toward that vision are critical. We are leveraging the talent of the board of directors and partners to the benefit of our community. We are passionate about continuing our work to spark action, enhance collaboration, and to serve as neutral conveners. — Nicole Kahler, Executive Director



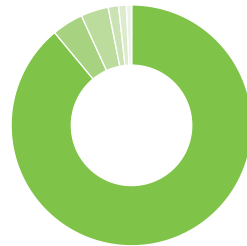
**35**  
SPONSORS

**Two Staff**  
**20** BOARD  
Members



## 2020 Income

- Business Sponsors \$30,307
- City of Coeur d'Alene \$43,750
- ignite cda \$25,000



## 2020 Expenses

- Labor \$67,541
- Marketing \$3,187
- K-3 Book Donations \$2,808
- Meetings \$1,059
- Misc. Operations \$773
- Envision \$536

CDA 2030 is a community-based organization developed with a long-term vision to enhance the future of greater Coeur d'Alene in the areas of...



Community & Identity



Growth & Development



Education & Learning



Health & Safety



Environment & Recreation



Jobs & Economy

# CONSENT CALENDAR

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

April 20, 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 April 20, 2021, at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

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

Dan Gookin ) Members of Council Absent

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

**INVOCATION:** Pastor Bill Muck of Crossroads Community Church provided the invocation.

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

**COEUR D'ALENE AREA ECONOMIC DEVELOPMENT CORPORATION UPDATE-**  
Coeur d'Alene Economic Development Corporation (EDC) CEO Gynii Gilliam gave an update on the EDC's purpose. Ms. Gilliam spoke of their history, board of directors members, partnerships and other processes and services they provide. She stated their focus is on manufacturing, warehouse & distribution, professional services, tourism, recreation, and retail industries, with an emphasis on health services and information tech. She said because of the City's diversity, the area had little negative impact during the pandemic. She mentioned their 2019 and 2020 successes, and the 2021 project list. Highlights of upcoming priorities included 40+ relocation projects, 12+ business expansion projects, applying for state TRI (Tax Reimbursement Incentive) and /or other local incentives. She said moving forward the EDC would be looking at the projected population growth increase and how it affects housing, jobs, and the healthcare industry. She stated big challenges bring forward big rewards.

Councilmember McEvers asked about the name change from Jobs Plus to Coeur d'Alene EDC, with Ms. Gilliam explaining the Jobs Plus name was getting confused with job placement companies, and CDA EDC does not. Councilmember Wood asked about the housing shortage issue and if companies have brought forward any ideas in regards to building their own employee housing. Ms. Gilliam stated they are working with companies to partner with local developers to build the employee housing. Councilmember Wood asked what the City could do



to be more competitive. Ms. Gilliam stated the partnerships are working well and that the City should continue supporting education, transportation, and infrastructure.

Councilmember Miller stated she and Ms. Gilliam attended a meeting of the North Idaho Building Contractors Association (NIBCA) and housing was the topic of discussion. She gave an update on the Regional Housing and Growth Issues Partnership, that includes the cities of Coeur d'Alene, Post Falls, Hayden, Rathdrum, Kootenai County, and Kootenai Metropolitan Planning Organization (KMPO). The goal of the partnership is to provide solutions and the framework for implementing them to government officials and the community. They have a regional workshop scheduled for April 26, 2021, via Zoom. KMPO will host the Zoom meeting and post information regarding the group on their website at <https://www.kmpo.net/>.

**FISCAL YEAR 2020-2021 ANNUAL AUDIT**-Toni Hackwith of Anderson Brothers CPA's gave an overview of the annual audit conducted for fiscal year 2020-2021. Ms. Hackwith stated the audit is required by Idaho State Statues and the primary purpose is to assure financial statements show a fair representation of the City's financial position as of a date certain. She gave an overview of the general fund revenues, expenditures, and fund balances for the years 2016-2020 to demonstrate trends. She explained why the general fund reserve balance is important and mentioned the Government Finance Officers Association recommends a minimum of two months of regular general fund operating revenues remain unassigned in the general fund. She stated the Water Fund showed a revenue decrease of 1% over the prior year, with operating expenses increasing by 5%. She said the Wastewater Fund showed a 5% increase in revenues and a 7% increase in operating expenses over the prior year.

Councilmember Wood asked what the fund balance percentage should be. Ms. Hackwith stated the recommendation is two (2) months of operating expenses and the total dollar or percentage would be determined by Council. Councilmember Wood asked City Administrator Troy Tymesen if there was a plan to address the water fund. He stated the depreciation factor and new administration building made an impact on the numbers. He said there was no debt in the Water Fund and they were looking to pay for the needed infrastructure in cash and collect the debt back over a twenty-year period without the use of financing. Mayor Widmyer mentioned the audit was available on the City's website. Council wished to thank the auditors and City staff for their work on the audit. Mr. Tymesen noted the City's overall fund balance grew in a year that was forecast to be reduced by \$1 million, and wished to thank Council and staff for their due diligence in a difficult year.

**PROCLAMATION OF APRIL 30 AS ARBOR DAY**-Mayor Widmyer proclaimed April 30, 2021, as Arbor Day. He noted that Arbor Day was enacted in 1872 as a special day for planting trees. Urban Forester Nick Goodwin accepted the proclamation and thanked the City for their support. Mr. Goodwin invited the community to celebrate Arbor Day on May 1, 2021, at 11:00 a.m. in McEuen Park for a tree planting, with a celebration in the pavilion at Noon wherein door prizes and free seedlings will be provided. He said the City will receive its 37th Tree City USA award this year, and will be planting trees on Tubbs Hill. The Seedling Program will be sending out a seedling to all 4<sup>th</sup> grade students in Lakeland School District. He also mentioned the Urban Forestry Division was hoping to have Arbor Day curriculum added to the school course next year.

**PUBLIC COMMENTS:** Richard Price, Coeur d’Alene, spoke in opposition to the proposed amendments to Municipal Code 9.22.010. He stated he was opposed to the Section 1 language in regards to disorderly conduct and asked how you define a “reasonable person”.

**COUNCIL COMMENTS:** Councilmember Miller noted that she attended the Kootenai County State of the County Address sponsored by the CDA Chamber of Commerce. She mentioned they have concerns about recruitment issues due to housing costs and rapid growth. She also judged the Northwest Entrepreneurship Competition and said there was great talent in the community. Councilmember Wood stated the Committee met to review the RFQs for the Atlas project and she has asked ignite cda representative Tony Berns to present an update to Council at a future meeting.

**CONSENT CALENDAR:**

1. Approval of Council Minutes for the April 6, 2021, Council Meeting.
2. Approval of General Services/Public Works Committee Minutes for the April 12, 2021, Meeting.
3. Approval of Bills as Submitted.
4. Approval of Financial Report.
5. Setting of General Services/Public Works Committee Meeting for Monday, April 26, 2021, at 12:00 noon.
6. Setting of a Public Hearings for May 18, 2021:
  - a. QUASI-JUDICIAL - ZC-1-21- A proposed zone change from R-12 to R-17; located at 2nd Street, South of Neider Avenue, Hickman Place Lot 2, Block 1; Applicant: Habitat for Humanity of North Idaho.
  - b. QUASI-JUDICIAL - ZC-2-21 -A proposed zone change from R-12 to R-17; located at 3135 Fruitland; Applicant: George Hughes.
  - c. QUASI-JUDICIAL - ZC-4-21 - A proposed zone change from R-1 to R-3; located at 3395 E. Fernan Hill Road; Applicant: Janet Daily.
7. Approval of a Cemetery Lot transfer from Bruce English to Janet Voorhees; lot 85, block 1, Section OP at Forest Cemetery.

**As Recommended by the City Clerk**

8. **Resolution No. 21-025**
  - a. Acceptance of a Quitclaim Deed of a .10 acre lot north of the future Huetter Well site.

**As Recommended by the Water Department Director**

- b. Acceptance of a Water and Sewer Main Easement Grant Deed at the CDA Honda Auto Dealership (2785 W. Seltice Way).

**As Recommended by the City Engineer**

- c. Approval of a Law Enforcement Mutual Aid Agreement with Spokane Police Department.
- d. Approve the Submission for, and Acceptance of, a Grant from the Coronavirus Emergency Supplemental Funding Program for the Purchase of Personal Protective Equipment (PPE) and Reimbursement of Overtime Costs Associated with the Coronavirus Response in the Amount of \$38,000.00.

- e. Approval of the Abandonment of Water and Stormwater Easements on Property Owned by Active West, LLC.

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

**MOTION:** Motion by McEvers, seconded by Evans, to approve the Consent Calendar as presented, including **Resolution No. 21-025**.

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

**COUNCIL BILL NO. 21-1006**

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING CHAPTER 9.22 ENTITLED "FIGHTING"; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; PROVIDING THE PUBLICATION OF A SUMMARY AND PROVIDING AN EFFECTIVE DATE.

**STAFF REPORT:** City Attorney Mike Gridley gave an overview of the proposed ordinance changes and explained the City had experienced objectionable conduct, especially in the downtown area, that required an expansion of the current Municipal Code (M.C.) 9.22. He stated the proposed amendment would expand Municipal Code 9.22 to define and prohibit disorderly conduct. He mentioned the City Police Department and Prosecutor's Office support the amendment. He stated prohibited disorderly conduct occurs when a person willfully engages in violent, tumultuous or offensive conduct, or by threatening, traducing, quarreling, or challenging to fight another person, or fights with another person in a public place; or makes noise that is unreasonable, considering the nature of the actor's conduct, location, time of day or night, and other factors that would govern the conduct of a reasonably prudent person under the circumstances; or engages in violent, noisy or riotous behavior that would be frightening or offensive to a reasonable person who might be expected to be in the vicinity. He said unlike disturbing the peace, a police officer can cite the person based on conduct the officer witnesses without the officer's peace being disturbed. He said adopting the amendments would give law enforcement and prosecutors additional tools to deal with objectionable behavior in the City.

**MOTION:** Motion by English, seconded by Wood, to dispense with the rule and read **Council Bill No. 21-1006** once by title only.

**DISCUSSION:** Mayor Widmyer stated this was a citywide ordinance and does not only apply to the downtown area. Councilmember English concurred this code section was not just for the downtown area, it was citywide and would apply to noise issues as well. Councilmember Wood stated law enforcement deals with hundreds of laws and ordinances and use their best judgement on a daily basis. She mentioned Police Chief White brought bodycam footage for them to view of the unlawful activity happening, and the issues need to be addressed. She stated the City has a responsibility to keep the citizens safe and to ensure law enforcement has the tools to do their jobs, and therefore is supportive of the amendments. Councilmember McEvers asked about the term "community standards", with Mr. Gridley stating Council determines community standards

when adopting codes. Councilmember Miller asked about the term “negligent”, with Mr. Gridley stating it would be judged by normal or a reasonable person standard within the standard legal definition. Councilmember Miller asked about the definitions of “disturbing the peace” and “disorderly conduct”, with Mr. Gridley stating they are similar. He mentioned in current code a peace officer’s peace cannot be disturbed, nor can they be the victim, and require a witness statement to cite the offender. The proposed amendments allow the peace officer to be the victim and issue a citation as appropriate. Councilmember Wood stated this language has been used in other cities, with Chief Criminal Deputy City Attorney Wes Somerton stating he researched the code language in all 50 states in regards to disorderly conduct. He said fighting was added to the City’s Municipal Code years ago, and prosecutors are the only ones who have the authority to bring a matter to trial, or decide not to pursue it. He stated the language provides law enforcement the tools to deal with the issues that are happening in the community.

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

**MOTION:** Motion by English, seconded by Wood, to adopt **Council Bill No. 21-1006.**

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

**LEGISLATIVE HEARING - 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.**

**STAFF REPORT:** Engineering Project Manager Dennis Grant noted the applicants, Famille Holdings LLC & KLSRMS LLC were requesting the vacation of excess right-of-way along their southerly property frontage on Seltice Way. The four (4) lane divided highway known as Seltice Way was originally constructed in 1926 as US Highway 10, with the portion from Coeur d’Alene to the Idaho/Washington boundary being replaced by I-90 in 1971. The right-of-way width adjoining the subject property varies in width from +/- 200’. Mr. Grant stated the vacation of the requested right-of-way would not have any financial impact on the City and would add approximately 0.60 acres to the County tax roll. It would be a benefit to the municipality as tax revenue and to the land owners whose lots adjoin the strip of usable property. He said the purpose of this request was to vacate the unused portion of right-of-way along the north side of Seltice Way, East of Atlas Road. Seltice Way was recently reconstructed, widened and rebuilt. As part of this construction, a bike path was added along the north side of Seltice Way. The applicants were proposing to vacate a portion of Seltice Way, which is approximately one (1’) foot north of the current trail as shown on the exhibit. The request would not have any impact on future expansion of the Seltice Way corridor since the current project is complete. The Development Review Team was informed about this vacation and has no objection. Mr. Grant noted that he sent out 39 certified mailings with no comments returned.

**DISCUSSION:** Councilmember McEvers asked if the right-of-way process had been completed, with Mr. Grant stating it had.

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

### **COUNCIL BILL NO. 21-1007**

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, VACATING A PORTION OF SELTICE WAY RIGHT-OF-WAY, GENERALLY DESCRIBED AS A PARCEL OF LAND ADJOINING THE SOUTHERLY BOUNDARY OF THE COEUR D'ALENE HONDA AUTO DEALERSHIP AND TAX NO. 3599 IN THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

**MOTION:** Motion by McEvers, seconded by Miller, to dispense with the rule and read **Council Bill No. 21-1007** once by title only.

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

**MOTION:** Motion by McEvers seconded Miller to adopt **Council Bill No. 21-1007.**

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

### **LEGISLATIVE HEARING - 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.**

**STAFF REPORT:** Engineering Project Manager Dennis Grant noted that the applicant Donald Smock, was 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 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. He stated the purpose of the request was to vacate a 20' foot strip of right-of-way originally dedicated for an irrigation line. He said the irrigation line was no longer needed and was controlled by the Hayden Lake Irrigation District. The additional right-of-way would be incorporated into the development of the adjoining property. All utilities are existing and in place, and there is no foreseeable use for this additional right-of-way. The Development Review Team was informed about this vacation and had no objection. Mr. Grant noted that he sent out 78 certified mailings with 1 comment returned.

**DISCUSSION:** Councilmember McEvers asked if this was an extension of the east side of Cornwall Street, with Mr. Grant stating it was.

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

**COUNCIL BILL NO. 21-1008**

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, VACATING A PORTION OF UNDEVELOPED RIGHT-OF-WAY LOCATED IN THE AMENDED PLAT OF HAYDEN LAKE IRRIGATED TRACTS, RECORDED IN BOOK C OF PLATS ON PAGES 66 & 67, RECORDS OF KOOTENAI COUNTY, COEUR D'ALENE, IDAHO, GENERALLY DESCRIBED AS THAT TWENTY FOOT (20') WIDE STRIP OF LAND ADJOINING THE SOUTHERN BORDER OF TRACT 335 OF SAID PLAT; 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. 21-1008** once by title only.

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

**MOTION:** by McEvers, seconded by Miller, to adopt **Council Bill No. 21-1008.**

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

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

The meeting adjourned at 7:45 p.m.

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

ATTEST:

\_\_\_\_\_  
Sherrie L. Badertscher, Executive Assistant

April 26, 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  
Lee White, Police Chief  
Terry Pickel, Water Dep. Director

**STAFF cont'**

Kyle Marine, Water Dep. Assistant Director  
Chris Bosley, City Engineer  
Bill Greenwood, Parks & Recreation Director  
Kelley Setters, Deputy City Clerk  
Todd Feusier, Streets & Engineering Director  
Troy Tymesen, City Administrator  
Randy Adams, Chief Civil Deputy City Attorney

**Item 1.           Request approval to purchase one (1) patrol vehicle and related equipment.**  
**(Agenda)**

Police Chief, Lee White, is requesting authorization to purchase one (1) patrol vehicle and related equipment. Chief White explained in his staff report that several vehicles in the fleet have very high mileage and are in varying states of disrepair and mechanical failure. This request is to replace one patrol vehicle which will ultimately replace one of the high-mileage, aging vehicles. It is our intent to ask for several vehicles in the next fiscal year's budget process; this request will reduce that request by one vehicle. The cost of a police vehicle is approximately \$33,500. The required equipment, including radios, computers, cameras, lights, prisoner transport equipment, and other safety equipment is \$37,500. A vehicle that meets the police-vehicle specifications is currently sitting at a local dealership. The department has budget capacity in this fiscal year's budget to fund this purchase due to salary savings from personnel and services due to three (3) vacancies.

Councilmember Gookin requested this be an agenda item rather than a consent calendar item since it is not a budgeted item.

**MOTION: by Gookin seconded by Miller to recommend that Council approve the purchase of one patrol vehicle and related equipment for the Police Department. Motion Carried.**

**Item 2.           Acceptance of bid and approve the award of a contract to LaRiviere, Inc., for the Atlas Road Transmission Main Project in the amount of \$831,287.00.**  
**(Agenda)**

Terry Pickel, Water Department, is requesting Council approve the lowest responsive bid of and award a construction contract to La Riviere, Inc., for installation of a new 18" water transmission main in Atlas Road. Mr. Pickel explained in his staff report that during the last water system Comprehensive Plan Update, deficiencies were identified in regard to system capacity and supply in the General Zone which supplies the southern half of the city. The plan set forth a general construction schedule, based on projected growth, for a future supply for the General Zone. It was determined that a new source, or sources, totaling 4000 gallons per minute would be required to adequately supply the General Zone to expected build out. The ultimate problem is locating a suitable site for a new well within the existing boundaries of the General Zone as space is at a

premium. An engineering consultant came up with the idea that since we were already drilling a new source on the western edge of the city, why not divert an existing source, in this case the Atlas Well, to the General Zone via a new transmission main. This seemed to be a more logical approach than trying to push water from the western edge of the city limits. Funding for the proposed project is included in the 2020-21 FY budget at \$4,000,000.00 to be paid out of Capitalization Fees. Funding in this line item for phase three, and possibly a portion of phase 2, will be carried over into the next FY budget as it is not expected to be completed within this fiscal year. The lowest responsive bid received was from La Riviere Inc. at \$831,287.00. The engineer's estimate was \$1,030,000.00 with use of ductile iron piping (PVC pipe is unavailable at this time). The consulting engineer reviewed all bids for accuracy and verified with the lowest bidder that they were comfortable with their numbers. The Atlas Transmission Main and the future Centennial Trail Transmission Main will move water from the Atlas Well south to I90 and then east along the trail to the Riverstone Drive area where it will supply adequate water to the General Zone to meet peak demand. Construction on this second phase is scheduled to take place this summer after school is out to prevent interruption of school bus routes. Sections of Atlas Road will have moving traffic detours and restrictions while construction takes place. A two hundred fifty-five-foot section of welded steel carrier pipe will need to be installed under I90 as part of the ITD encroachment permit. This will present a monumental feat of engineering, coordination and traffic control to accomplish.

Councilmember Gookin asked about the iron pipe possibly corroding, with Mr. Pickel responding it will be lined and will not corrode. Councilmember Gookin asked if there are plans to replace the road in that area, with Mr. Pickel explaining there are plans to replace part of Atlas road in the future. Councilmember Gookin would like to see the General Zone language included when the item is presented to Council. Councilmember Miller asked about the engineer estimate and if there are any fees and/or process changes required to connect to service using iron piping. Mr. Pickel responded there will only be one connection on this main and it will be the same style setup.

Councilmember Gookin requested this be an agenda item rather than a consent calendar items as it is not a routine item.

**MOTION: by Gookin seconded by Miller to recommend that Council accept the bid of and approve the award of a contract to LaRiviere, Inc., for the Atlas Road Transmission Main Project in the amount of \$831,287.00. Motion Carried.**

**Item 3. Acceptance of bid and approve the award of a contract to Badger Meter for the purchase of Orion ME Radio Read Heads in the amount of \$307,800.00.**

**(Consent)**

Kyle Marine, Water Department, is requesting Council approve the lowest responsive bid and award a contract to Badger Meter for purchase of new water meter components. Mr. Marine explained in his staff report that the Water Department began the Meter Change Out Program (MCOP) in 2005 due to significant undocumented water loss. Now the Water Department has an annual MCOP plan that will eventually replace all 19,000 meters in the city over a 10-year cycle as this is the typical lifespan of an average water meter radio read battery. Once a meter reaches 10 years it may lose accuracy along with imminent battery failure and the Orion radio read ceases to work. The City changes an average of 2000 meters a year, depending on the location. It is recommended that water meters be replaced or rebuilt once they reach above a 3% loss of water recording accuracy which is on average 10 years. The only responsive bid was received from Badger Meter in the amount of \$307,800.00. This includes 1800 Orion ME radio read heads. The 2020-21 FY budget line item is set at \$400,000.00 so this bid falls well under budget.



Councilmember McEvers asked how many heads would be purchased in this bid, with Mr. Marine stating 1,800. Councilmember Gookin asked what may the homeowner experience when their meter is rebuilt. Mr. Marine stated the homeowner would receive notice 2-3 weeks prior and again the day of repair.

**MOTION: by Miller seconded by Gookin to recommend that Council accept the bid of and approve the award of a contract to Badger Meter for the purchase of Orion ME Radio Read Heads in the amount of \$307,800.00. Motion Carried.**

**Item 4. Request approval of an agreement with Active West for the construction of a sewer pipe and purchase of fill material.**

**(Consent)**

Chris Bosley, City Engineer, is requesting Council approve and agreement with Active West, LLC for construction of a sewer pipe and the purchase of dirt fill material. Mr. Bosley explained in his staff report that with the construction of Lacrosse Ave, approximately 5500 cubic yards of excess material needs to be removed from the site. Active West owns an adjacent parcel of land that they wish to develop, but is in need of fill material to bring the elevation of the site up to be more desirable and to facilitate gravity sewer. Additionally, the City wishes to install new sewer pipe to serve the existing properties along Lacrosse Ave which are currently on septic systems. This agreement entails Active West purchasing the fill material from the project, which will be placed and compacted on their parcel, and paying for the installation of the sewer pipe beyond that which is required to serve the existing parcels on Lacrosse Ave.

Councilmember Gookin asked if the dollar amounts would be included in the Council staff report, with Mr. Bosley responding they would.

Councilmember Miller asked Mr. Bosley how he knows Active West will be paying their fair share if the costs are not yet known. Mr. Bosley said they will be modified based on the actual bid prices. Welch Comer has cost estimates but once the bid prices come in, that will be their final amount Active West would be paying.

**MOTION: by Gookin seconded by Miller to recommend that Council approve an agreement with Active West for the construction of a sewer pipe and purchase of fill material. Motion Carried.**

**Item 5. Approval of a Right-of-Way agreement with the Bureau of Land Management for construction of a sewer pipe.**

**(Consent)**

Chris Bosley, City Engineer, is requesting Council approve a right-of-way agreement with the Bureau of Land Management (BLM) for construction of a sewer pipe. Mr. Bosley explained in his staff report that with the construction of Lacrosse Ave, the City desires to install new sewer pipe to serve the existing properties. To connect the existing sewer interceptor that conveys wastewater to the treatment plant, the pipe needs to cross the BLM property that the City is currently leasing as part of the Four Corners/BLM Corridor Master Plan. BLM requires the City to secure right-of-way for this sewer installation. The cost of the sewer installation will be funded by the Wastewater department with currently budgeted funding and Active West, LLC through an agreement with the City.

**MOTION: by Gookin seconded by Miller to recommend that Council approve a Right-of-Way agreement with the Bureau of Land Management for construction of a sewer pipe. Motion Carried.**

**Item 6. Approval of an agreement with Glacier NW Blvd Seltice, LLC for future Right-of-Way vacation and construction of a 12" water main, right turn slip lane, and Shared-Use Path.**

**(Consent)**

Chris Bosley, City Engineer, is requesting Council approve an agreement with Glacier NW Blvd Seltice, LLC, requiring Glacier NW Blvd Seltice to construct a right turn slip lane and shared-use path to City standards in city right-of-way, and to construct a public 12" water main. Upon completion, the City would vacate unused right-of-way to Glacier NW Blvd Seltice for future development. Mr. Bosley explained in his staff report that Glacier NW Blvd Seltice owns a parcel of property at the southwest corner of the intersection of Northwest Boulevard and Seltice Way. The City desires to relocate the right turn slip lane at this location to provide better visibility for traffic entering Northwest Boulevard. The slip lane was to be relocated and a shared-use path constructed with a Federal grant (Seltice Sidewalk Project), but after two unsuccessful attempts at securing a construction bid within the budget, funding for the project was returned to the Idaho Transportation Department. Through discussions with Glacier NW Blvd Seltice, both parties agreed that relocating the right turn slip lane was mutually beneficial in that it improved a safety concern and it allowed additional separation between the slip lane and Glacier's proposed right-in/right-out driveway approach. Glacier NW Blvd Seltice has agreed to relocate the right turn slip lane and shared-use path and install a 12" water main, allowing for the construction of their proposed driveway access. Upon completion, the City would vacate unused right-of-way along the south side of Seltice Way to allow for more development options on the parcel. Extension of the shared-use path to the northwest would be completed by Glacier NW Blvd Seltice upon development of the parcel and their adjacent parcel.

Councilmember McEvers said the current slip lane allows for the stacking of quite a few cars. He asked Mr. Bosley how many car lengths will be lost with the new slip lane. Mr. Bosley responded about six cars and noted that sometimes safety over capacity is needed.

Councilmember Gookin asked if the slip lane will be signaled. Mr. Bosley said it would be a yield sign. Councilmember Gookin asked who would maintain the path and if a vacation would be forthcoming. Mr. Bosley said the developer would maintain the path and yes, a vacation will be forthcoming.

Councilmember Miller asked how the property would be accessed when heading toward north towards the Kroc Center, no left access. Mr. Bosley said eventually there will be a left turn access off of Seltice way. Councilmember Miller asked about the water connection? Mr. Bosley showed the location of the water line on the exhibit/map.

**MOTION: by Gookin seconded by Miller to recommend that Council approve an agreement with Glacier NW Blvd Seltice, LLC for future Right-of-Way vacation and construction of a 12" water, main, right turn slip lane, and shared-use path. Motion Carried.**

**Item 7. Approval of a Naming Rights Agreement with Idaho Central Credit Union (ICCU) for the Riverstone Park Amphitheater for a period of ten (10) Years.**

**(Agenda)**

Bill Greenwood, Parks & Recreation Director, is recommending Council enter into a Naming Rights agreement with Idaho Central Credit Union (ICCU) for the Riverstone Park Amphitheater for a period of ten (10) years. Mr. Greenwood explained in his staff report that with private and public partnerships becoming more and more prevalent, staff saw an opportunity to help offset some park costs and create public goodwill. When the concept of the amphitheater at Riverstone Park was developed in 2007, a shade structure was identified as a possible amenity for the stage. One of the City's partners, the Arts & Cultural Alliance, has been providing free concerts here since 2012 and many of the performers at the amphitheater refer to it as the Frying Pan. A shade structure will provide a more pleasant experience for everyone who uses the amphitheater. Ali Shute, with the Arts & Cultural Alliance, spearheaded a fund-raising campaign for a shade structure and she has acquired all the funds needed to purchase and install this structure over the amphitheater. No City funds are required to accept this donation and grant naming rights, although we will have some labor involved with the project management, installation, and maintenance. The cost of the shade structure is \$53,653 and the installation is estimated at \$40,000. The installation cost is an estimate because of the possible need to breach the pond liner. Idaho Central Credit Unions' contribution for the naming rights is \$40,000. In addition, an anonymous donor is providing \$40,000 for the project, ignite cda has allocated \$35,000, and the A&C Alliance has \$11,000 available to be used. The contributions from ICCU and the anonymous donor, along with the naming rights, will be managed by the Panhandle Parks Foundation. The structure would be installed seasonally and taken down in the fall by the Parks Department. The Parks Department will also maintain the structure, which will be owned by the City.

Councilmember Miller asked if the poles would be permanent and what color would they be. Mr. Greenwood explained the post would stay, and the sails would be removed for the winter. She asked what happens after the 10-year naming rights agreement expires, with Mr. Greenwood stating they would have an opportunity to renew it.

Councilmember Gookin noted that he's not a fan of the naming policy.

Councilmember McEvers asked why the Parks Foundation is doing this and not the City's Parks and Recreation Department. The naming policy creates some administrative stuff and the Parks Foundation has the oversight for it. It also allows for the City to give them the money and they hold it. The naming policy was created 12 years ago and this process seems to work well.

**MOTION: by Miller seconded by Gookin to recommend that Council approve a Naming Rights Agreement with Idaho Central Credit Union (ICCU) for the Riverstone Park Amphitheater for a period of Ten (10) Years. Motion Carried.**

**Item 8. Amendments to Municipal Code Sections 4.05.070 and 4.05.090 Regarding the Parks & Recreation Commission.**

**(Agenda)**

Bill Greenwood, Parks & Recreation Director, is recommending Council adopt amendments to the City Code with respect to the Parks & Recreation Commission. Mr. Greenwood explained in his staff report that they changed the wording for a school district member from "school district 271" to "community education". It is still required that such member is either a member of the school board or an administrative staff person. The

student representative from school 271 position will no longer be part of the quorum, but will continue to vote and have input. There has been some difficulty with the student attending consistently which was problematic to achieving a quorum. The commission quorum will now be four (4) instead of five (5). The other change is to clarify that if a member misses three (3) consecutive meetings, that member is subject to removal by the commission chair.

Councilmember McEvers asked for clarification in regards to the student representative not being a part of the required quorum, but keeping voting rights, with Mr. Greenwood explaining that was the intent of the amendment.

**MOTION: by Gookin seconded by Miller to recommend that Council approve amendments to Municipal Code Sections 4.05.070 and 4.05.090 Regarding the Parks & Recreation Commission. Motion Carried.**

**Item 9. Approval of Temporary Banners across Rosenberry Drive Right-of-Way for North Idaho College (NIC).**  
**(Consent)**

Kelley Setters, Deputy City Clerk, is requesting Council authorize a Letter of Agreement that would allow North Idaho College to hang a temporary banner across the Rosenberry Drive right-of-way from May 14 to August 20. The banner will say "Welcome to NIC" and "Education Creates Opportunity." Ms. Setters explained in her staff report that last year the Council approved this same request. Streets & Engineering was consulted and provided comments and concerns. The applicant is aware of the comments and concerns and will comply with the suggestions.

**MOTION: by Gookin seconded by Miller to recommend that Council Approve Temporary Banners Across Rosenberry Drive Right-of-Way for North Idaho College (NIC). Motion Carried.**

**Item 10. Request Used Equipment be Declared as Surplus and authorize the auction of said items.**  
**(Consent)**

Todd Feusier, Streets & Engineering Director is requesting Council declare various pieces of used equipment and items as surplus and authorize the surplus items to be sold through auction. Mr. Feusier explained in his staff report that as vehicles and equipment reach their end of usefulness to the City, they are brought to Council to be declared as surplus and auctioned off. Currently, the following items are deemed at their end-of-life period and the Streets & Engineering Department request they be deemed surplus:

- ST276 - 1997 Chevrolet C1500 Vin# 1GCEC14W4VZ190003
- ST228 - 1995 GMC Topkick dump truck Vin# 1GDT7HAJ0SJ502218
- ADMIN100 - 1998 Chevrolet 2500 van Vin# 1GCFG25WXW1040359
- ST220 - 2008 Freightliner M2 Vin# 1FVHCYBS68HZ48301
- REC502 - 1999 Ford Van Vin#1FBSS31L4XHA73692
- ST241 - 2002 Volvo G710 grader Vin#X034264X

This equipment has been deemed of little value. These items were offered to other City Departments before being sent to surplus. The auction house retains a percentage of the bid auction item for their services, and there is very minimal cost to the Department to shuttle items to Post Falls.

Councilmember Miller asked when an item is sent to auction as a surplus item, was there a release of liability to the City, with Assistant City Attorney Randy Adams responding the City would be released of liability.

Councilmember McEvers asked about the rust on the vehicle beds, with Mr. Feusier explaining that it can be attributed to the deicer and spray used each winter, and that his maintenance staff have begun treating the vehicles for rust and painting the beds to help prevent or prolong the rust from happening.

**MOTION: by Miller seconded by Gookin to recommend that Council approve the Declaration of used equipment as surplus and authorize the auction of said items. Motion Carried.**

The meeting adjourned at 12:52 p.m.

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

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services / Kelley Setters / 4-23-21  
Department Name / Employee Name / Date

Request made by: Arnold & Lori Garza / 208-691-3401  
Name / Phone

11928 N Diamond Dr Hayden FD 83835  
Address

The request is for:  Repurchase of Lot(s)  
 /  Transfer of Lot(s) from \_\_\_\_\_ to \_\_\_\_\_

Niche(s): \_\_\_\_\_  
Lot(s): 548, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ Block: H Section: \_\_\_\_\_

Lot(s) are located in / / Forest Cemetery  Forest Cemetery Annex (Riverview).  
Copy of / / Deed or / / Certificate of Sale must be attached.  
Person making request is / / Owner / / Executor\* / / Other\* \_\_\_\_\_

\*If "executor" or "other", affidaviats of authorization must be attached.

Title transfer fee (\$ \_\_\_\_\_) attached\*\*.  
\*\*Request will not be processed without receipt of fee. Cashier Receipt No.: \_\_\_\_\_

**ACCOUNTING DEPARTMENT** Shall complete the following:

Attach copy of original contract.

Stephan P. Pettibone  
Accountant Signature

**CEMETERY SUPERVISOR** shall complete the following:

- 1. The above-referenced Lot(s) is/are certified to be vacant: / / Yes / / No
- 2. The owner of record of the Lot(s) in the Cemtery Book of Deeds is listed as:

3. The purchase price of the Lot(s) when sold to the owner of record was \$ 1000.00 per lot.

MB  
Supervisor's Init.

4/27/2021  
Date

*Funds will be used to purchase RIV/J/495. (see attached notes)*

**LEGAL/RECORDS** shall complete the following:

- 1. Quit Claim Deed(s) received: / / Yes / / No.

Person making request is authorized to execute the claim: \_\_\_\_\_  
Attorney Init. / Date

I certify that all requirements for the transfer/sale/repurchase of cemetery lot(s) have been met and recommend that that transaction be completed.

\_\_\_\_\_  
City Clerk's Signature / Date

**COUNCIL ACTION**

Council approved transfer/sale/repurchase of above-referenced Lot(s) in regular session on: \_\_\_\_\_  
Mo./ Day /Yr.

**CEMETERY SUPERVISOR** shall complete the following:

Change of ownership noted/recorded in the Book of Deeds: / / Yes / / No  
Cemetery copy filed / /; original and support documents returned to City Clerk / /

\_\_\_\_\_  
Cemetery Supervisor's Signature / Date

**Distribution:** Original to City Clerk  
Yellow copy Finance Dept.  
Pink copy to Cemetery Dept.

**CITY OF COEUR D' ALENE  
CEMETERY QUIT CLAIM DEED**

FOR VALUE RECEIVED, I/We Arnold + Lori Garza

(do/does) hereby convey, release, remise and forever quit claim unto

The City of Coeur d' Alene  
Whose address is: 710 E Mullan Avenue  
Coeur d' Alene, ID 83814

the following described premises:

Lot (s) 548 Block H Section Riverview Annex

in the Forest Cemetery \_\_\_\_\_, according to the plat thereof, now on file and of record in the office of the County Recorder of said Kootenai County, in the City of Coeur d' Alene, together with their appurtenances.

Dated this 26 day of April, 2021

Signed: Arnold Garza  
Lori Garza

STATE OF IDAHO

COUNTY OF KOOTENAI

On this 26 day of April, 2021  
before me, a Notary Public, personally appeared

Lori Garza  
Arnold Garza

Known to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that (he/she/they) executed the same.

[Signature]

Notary Public for Idaho

Residing at: Kootenai

My commission expires: 2/18/2026



RESOLUTION NO. 21-026

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE FOLLOWING: PURCHASE OF RIGHT-OF-WAY AND ACCEPTANCE OF A GRANT DEED FROM CECIL W. HATHAWAY, CURT W. HATHAWAY, BRENT R. HATHAWAY AND SHAWN C. HATHAWAY; A CONTRACT WITH BADGER METER, INC., FOR ORION ME RADIO READ HEADS; AN AGREEMENT WITH ACTIVE WEST, LLC, FOR CONSTRUCTION OF A SEWER LINE AND PURCHASE OF FILL MATERIAL; A RIGHT-OF-WAY AGREEMENT WITH THE BUREAU OF LAND MANAGEMENT FOR CONSTRUCTION OF SEWER LINE; AN AGREEMENT WITH GLACIER NW BLVD – SELTICE, LLC, FOR VACATION OF RIGHT-OF-WAY AND CONSTRUCTION OF A WATER MAIN, A SLIP LANE, AND PATH; DECLARATION OF STREETS AND ENGINEERING DEPARTMENT VEHICLES AS SURPLUS AND AUTHORIZATION FOR DISPOSAL BY AUCTION; AND AGREEMENT FOR PLACEMENT OF TEMPORARY BANNER BY NIC OVER E. ROSEBERRY DRIVE.

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

- A) Approve the purchase of right-of-way and acceptance of Grant Deed from Cecil W. Hathaway, Curt W. Hathaway, Brent R. Hathaway and Shawn C. Hathaway;
- B) Approve a Purchase Contract with Badger Meter, Inc., for Orion ME Radio Read Heads in the amount of \$307,800.00 for the Water Department;
- C) Approve an agreement for construction of a sewer pipe and purchase of fill material with Active West, LLC, for Lacrosse Avenue extension project;
- D) Approve a Right-of-Way agreement with the Bureau of Land Management for construction of a sewer pipe associated with the Lacrosse Avenue extension project;
- E) Approve an agreement with Glacier NW Blvd - Seltice, LLC, for Right-of-Way Vacation and Construction of a 12" water main, right turn slip lane, and shared-use path;
- F) Declaring as surplus various used vehicles from the Streets & Engineering Department and authorize the sale of the surplus vehicles at auction;
- G) Approve Agreement with North Idaho College (NIC) for the placement of Temporary Banners over E. Rosenberry Drive right-of-way; 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 contract and agreements, and to take the other described actions;



NOW, THEREFORE,

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

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

DATED this 4<sup>th</sup> day of May, 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 \_\_\_\_\_.

# **CITY COUNCIL STAFF REPORT**

**DATE:** May 4, 2021  
**FROM:** Dennis J. Grant, Engineering Project Manager  
**SUBJECT:** **Approval of Compensation for Right-of-Way**

---

## **DECISION POINT**

Staff is requesting City Council approval to purchase right-of-way from Cecil W. Hathaway, Curt W. Hathaway, Brent R. Hathaway and Shawn C. Hathaway.

## **FINANCIAL ANALYSIS**

The compensation of \$30,555.00 will be funded through the Kathleen Avenue Improvements project.

## **PERFORMANCE ANALYSIS**

City Staff was successful in negotiating with Shawn C. Hathaway, Attorney-in-Fact for Cecil W. Hathaway, to purchase a strip of land, on their property located at 220 W. Kathleen Avenue (Home Depot). The total area of the piece is 5,820 square feet. The additional right-of-way is needed to widen the south side of Kathleen Avenue to two lanes in the eastbound direction between US-HW 95 and Government Way. A copy of the deed is attached.

## **RECOMMENDATION**

Staff recommends that Council accept the dedication, direct its recordation, and approve the compensation to the property owners.

**GRANT DEED  
FOR RIGHT-OF-WAY PURPOSES**

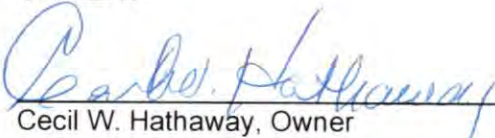
**KNOW ALL MEN BY THESE PRESENTS** that Cecil W. Hathaway, whose address is 5548 N. Pacific Avenue, Coeur d'Alene, Idaho 83815, Curt W. Hathaway, whose address is P.O. Box 3081, Coeur d'Alene, 83816, Brent R. Hathaway, whose address is 34792 Top O Deep Road, Bonner, Montana 59823, and Shawn C. Hathaway, whose address is 2260 E. Honeysuckle Avenue, Hayden, Idaho 83835, hereinafter called the "GRANTORS," for and in consideration of the sum of Thirty Thousand Five Hundred Fifty-five and 00/100 Dollars (\$30,555.00) and other good and valuable consideration, paid by the City of Coeur d'Alene, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, Kootenai County, State of Idaho, receipt of which is acknowledged, do hereby grant, quitclaim and convey unto the CITY OF COEUR D'ALENE, a municipal corporation and political subdivision of the State of Idaho, duly organized and existing pursuant to the laws of the State of Idaho, hereinafter called the "GRANTEE," its successors and assigns, property described as follows:

See attached Exhibit "A" incorporated herein.

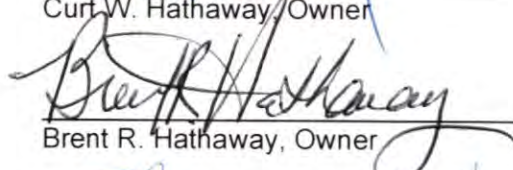
**TO HAVE AND TO HOLD** such property for public right-of-way and other public purposes, the GRANTORS do hereby dedicate their interest in said strip of land for public use. Said Grant to be appurtenant to and shall run with the land, and be binding on the heirs and assigns of the GRANTORS.

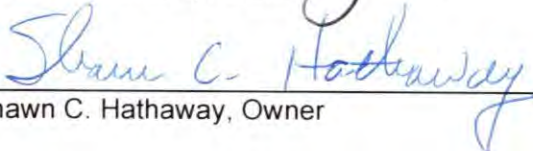
**IN WITNESS WHEREOF**, the GRANTORS have caused this instrument to be executed this 22<sup>nd</sup> day of April, 2021.

OWNERS

By:   
Cecil W. Hathaway, Owner

  
Curt W. Hathaway, Owner

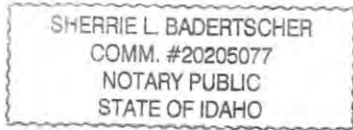
  
Brent R. Hathaway, Owner

  
Shawn C. Hathaway, Owner

STATE OF IDAHO )  
 ) SS  
COUNTY OF KOOTENAI )

On this 19<sup>th</sup> day of April, 2021, before me a Notary Public, personally appeared Cecil W. Hathaway, Curt W. Hathaway, and Shawn C. Hathaway known or identified to me to be the individuals who executed the foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed.

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

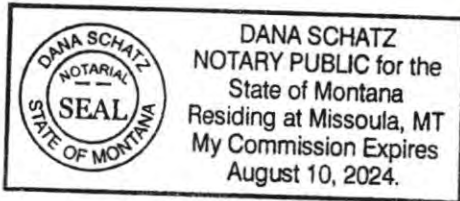


Sherrie L. Badertscher  
Notary Public for the State of Idaho  
Residing at: Spirit Lake, ID  
My Commission Expires: 12/28/2026

STATE OF MONTANA )  
 ) SS  
COUNTY OF MISSOULA )

On this 22 day of April, 2021, before me a Notary Public, personally appeared Brent R. Hathaway known or identified to me to be the individual who executed the foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed.

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



Dana Schatz  
Notary Public for the State of Montana  
Residing at: Missoula  
My Commission Expires: 8/10/2024

**LEGAL DESCRIPTION**  
**EXHIBIT A**  
**PROPOSED RIGHT OF WAY**

All that real property located in the Northeast Quarter of Section 2, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, being a portion of Lot 1, as shown on Carlson Commercial Tracts, recorded in Book I of Plats, Pages 114-114B, records of Kootenai County, Idaho, described as follows;

**BEGINNING** at the Northwest corner of Lot 1 as shown on said Carlson Commercial Tracts;

Thence along the North line of said Lot 1 South 88°16'09" East a distance of 556.78 feet;

Thence along said North line South 43°14'16" East a distance of 16.35 feet to the East line of said Lot 1;

Thence along said East line South 00°26'00" East a distance of 5.07 feet;

Thence leaving said East line North 47°39'40" West a distance of 9.69 feet;

Thence North 88°16'09" West a distance of 560.68 feet to a point on the West line of said Lot 1,

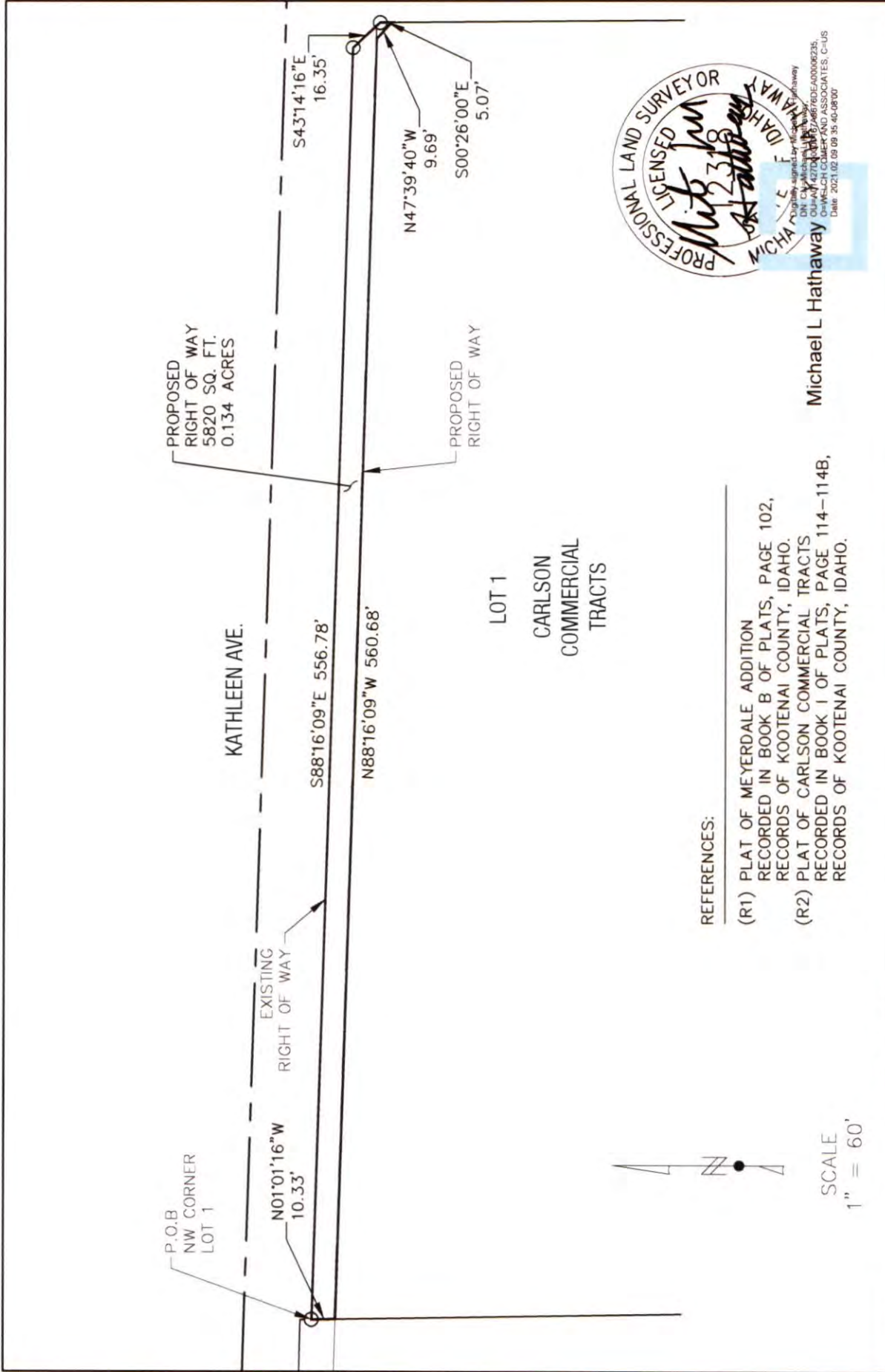
Thence along said West line North 01°01'16" West a distance of 10.33 feet to the **POINT OF BEGINNING**.

**CONTAINING** 5,820 square feet or 0.134 acres more or less.

Michael L Hathaway

Digitally signed by Michael L Hathaway  
DN: CN=Michael L Hathaway,  
OU=A01427D00000167A9678DEA00006235,  
O=WELCH COMER AND ASSOCIATES,  
C=US  
Date: 2021.02.09 09:35:24-08'00'





Michael L Hathaway  
 Digitally signed by Michael L Hathaway  
 DN: cn=Michael L Hathaway,  
 ou=Michael L Hathaway, o=Michael L Hathaway,  
 email=41346@idaho.gov, c=US  
 Date: 2021.02.09 09:35:40-0800

REFERENCES:

(R1) PLAT OF MEYERDALE ADDITION  
 RECORDED IN BOOK B OF PLATS, PAGE 102,  
 RECORDS OF KOOTENAI COUNTY, IDAHO.

(R2) PLAT OF CARLSON COMMERCIAL TRACTS  
 RECORDED IN BOOK I OF PLATS, PAGE 114-114B,  
 RECORDS OF KOOTENAI COUNTY, IDAHO.

SCALE  
 1" = 60'

PROJECT NO.:	41346
DESIGNED BY:	MLH
DRAWN BY:	GJG
DWG:	41346EX02.DWG
DATE:	FEBRUARY, 2021
SHEET NO.:	1 OF 1

PROPOSED  
 RIGHT OF WAY  
 PORTION OF LOT 1  
 CARLSON COMMERCIAL TRACTS

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 written authorization of Welch-Corner  
 & Associates, Inc.

**WELCH-CORNER**  
 ENGINEERS & SURVEYORS

www.welchcorner.com  
 330 E. Lakeside Ave., Suite 101  
 Coeur d'Alene, ID 83814

208-664-9382  
 (toll free) 877-815-5672  
 (fax) 208-664-5946

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

**DATE:** April 26, 2021

**FROM:** Kyle Marine, Assistant Water Director

**SUBJECT:** Request Acceptance of Bid and Approve the Award of a Contract to Badger Meter for the Purchase of Orion ME Radio Read Heads in the Amount of \$307,800.00

---

**DECISION POINT:**

Should City Council approve the lowest responsive bid and award a contract to Badger Meter for purchase of new water meter components?

**HISTORY:**

The Water Department began the Meter Change Out Program (MCOP) in 2005 due to significant undocumented water loss. Now the Water Department has an annual MCOP plan that will eventually replace all 19,000 meters in the city over a 10-year cycle as this is the typical lifespan of an average water meter radio read battery. Once a meter reaches 10 years it may lose accuracy along with imminent battery failure and the Orion radio read ceases to work. The City changes an average of 2000 meters a year, depending on the location. It is recommended that water meters be replaced or rebuilt once they reach above a 3% loss of water recording accuracy which is on average 10 years.

**FINANCIAL ANALYSIS:**

The only responsive bid was received from Badger Meter in the amount of \$307,800.00. This includes 1800 Orion ME radio read heads. The 2020-21 FY budget line item is set at \$400,000.00 so this bid falls well under budget.

**PERFORMANCE ANALYSIS:**

As previously mentioned, we have about 2000 meters that have reached their life expectancy. Once an older meter has been removed it will be tested and/or rebuilt to be re-installed the following year, if financially feasible to rebuild depending on the size and condition of the meter.

**DECISION POINT/RECOMMENDATION:**

City Council should award lowest responsive bid and approve a purchase agreement with Badger Meter for acquisition of new Orion ME Radio Read heads.

## Purchasing Contract

### *Orion ME Radio Read Heads*

THIS CONTRACT is made and entered into this 4<sup>th</sup> day of May, 2021, between the CITY OF COEUR D'ALENE, Kootenai County, Idaho, a municipal corporation organized under the laws of the State of Idaho, hereinafter referred to as the "City," and BADGER METER, INC., a corporation duly organized and existing under and by virtue of the laws of the state of Wisconsin, with its principal place of business at 4545 W. Brown Deer Rd., Milwaukee, Wisconsin, hereinafter referred to as the "Vendor."

1. **Statement of Work:** The Vendor shall furnish quantity One Thousand Eight Hundred (1,800) R4 - REGISTRATION FOR: DB1 - MODEL 35 HR-E LCD, DA - ORION ME MIGRATABLE, 2 - POLYMER LID / POLYMER SHROUD (GREY) Slotted Seal Screw, 1 - Standard, 9 Dial - 0.01 Gal, E - 1,000 NX - YEAR OF MFG 9 DIGIT S/N BARCODED in, NONE out Pit/Remote Thru Lid Kit, TF - TWIST TIGHT - 5 FT (MTR, ASSY) AA - Ground/Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A) 12 - ORION ME/SE 24 PACK DEFAULT 16 Cat String: R4-DB1-E1DA-2A1-9AE-NX-AG-TF-AA-B0A 1 171.00 171.00 BMI Part No.: 102-7872
2. **Amount of Contract:** One Hundred Seventy-one and no/100 Dollars (\$171.00) per unit for One Thousand Eight Hundred (1,800) units, for a total price of Three-hundred Seven Thousand Eight Hundred and no/100 dollars (\$307,800.00).
3. **Payment:** The Vendor will invoice the City for the amount due under this Contract. If the invoice is received by the 10<sup>th</sup> of the month, the City will pay the invoice by the end of that month. Otherwise, payment will be made by the end of the following month.
4. **Notices:** Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this Contract, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

**CITY:**

City of Coeur d'Alene  
Water Department  
3145 N. Howard St.  
Coeur d'Alene Id. 83815

**VENDOR:**

Badger Meter, Inc.  
4545 W. Brown Deer Rd.  
Milwaukee, WI 53223



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

5. **Assignment**: It is expressly agreed and understood by the parties hereto, that the Vendor shall not have the right to assign, transfer, hypothecate, or sell any of its rights under this Contract except upon the prior express written consent of the City.
6. **Discrimination Prohibited**: In performing the Services required herein, the Vendor shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, or physical disability.
7. **Changes**: The City may request changes in the Scope of Work to be performed hereunder. Such changes, including any increase or decrease in the Vendor's compensation, which are mutually agreed upon by and between the City and the Vendor, shall be incorporated in written amendments to this Contract.
8. **Termination for Cause**: If, through any cause, the Vendor shall fail to fulfill its obligations under this Contract in a timely and proper manner, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall have the right to terminate this Contract by giving written notice to the Vendor of such termination. The Vendor shall have the right to cure any violation within fifteen (15) days and, upon failure to cure, this Contract shall terminate. The Vendor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder prior to the date of the written notice.
9. **Termination for the Convenience of the City**: The City may terminate this Contract at any time prior to performance by giving at least fifteen (15) days' notice in writing to the Vendor. If the Contract is terminated by the City as provided herein, the Vendor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder prior to the date of the written notice.
10. **Taxes**: The City is tax-exempt and the Vendor shall not charge or collect sales tax on this purchase.
11. **Entire Agreement**: This Contract contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
12. **Applicable Law; Venue**: This Contract shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, and the ordinances of the City of Coeur d'Alene. Venue for any legal action brought under this Contract shall be in the First Judicial District of the State of Idaho, in and for the County of Kootenai.

13. **Approval Required**: This Contract shall not become effective or binding until approved by the City Council of the City.
14. **Delivery Time**: Delivery shall be on or before 180 days after notice to proceed.
15. **Guarantee**: The Vendor will guarantee their product will meet or exceed the minimum specifications set forth in their proposal. If the City finds that the product delivered does not conform to these specifications, the Vendor will be required, at its expense, to make all corrections necessary to bring the unit into compliance.
16. **Warranty**: The Vendor shall warranty all supplied products for full, new product replacement against defects in materials. Should the product be deemed defective by the City, the Vendor shall replace defective product at no cost to the City.

IN WITNESS WHEREOF, the City and the Vendor have executed this Contract as of the date first above written.

CITY OF COEUR D'ALENE

BADGER METER, INC.

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

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

ATTEST:

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

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

**DATE:** April 26, 2021

**FROM:** Chris Bosley – City Engineer

**SUBJECT:** Request for Approval of An Agreement with Active West for Construction of a Sewer Pipe and Purchase of Fill Material

---

**DECISION POINT:**

Staff is requesting the approval of an agreement with Active West, LLC for construction of a sewer pipe and purchase of fill material.

**HISTORY:**

With the construction of Lacrosse Ave, approximately 5500 cubic yards of excess material needs to be removed from the site. Active West owns an adjacent parcel of land that they wish to develop, but is in need of fill material to bring the elevation of the site up to be more desirable and to facilitate gravity sewer. Additionally, the City wishes to install new sewer pipe to serve the existing properties along Lacrosse Ave which are currently on septic systems. This agreement entails Active West purchasing the fill material from the project, which will be placed and compacted on their parcel, and paying for the installation of the sewer pipe beyond that which is required to serve the existing parcels on Lacrosse Ave.

**FINANCIAL ANALYSIS:**

The cost of the sewer installation beyond which is necessary to serve the existing parcels on Lacrosse Ave will be funded by Active West through a reimbursement to the City. The fill material will be purchased by Active West, reducing the construction cost of Lacrosse Ave.

**PERFORMANCE ANALYSIS:**

This agreement with Active West allows the City to complete Lacrosse Ave at a reduced cost and allows Active West to begin design and construction of their proposed development.

**DECISION POINT/RECOMMENDATION:**

Council should approve the agreement with Active West, LLC for construction of a sewer pipe and purchase of fill material.

**AGREEMENT FOR CONSTRUCTION AND COST SHARING  
FOR LACROSSE AVENUE IMPROVEMENT  
(Parcel No. C-0000-011-6000)**

1. Parties: The parties to this agreement dated this 4<sup>th</sup> day of May, 2021, are the City of Coeur d'Alene (City) and Active West, LLC (Owner).
2. Purpose: The purpose of this agreement is to describe and assign technical & financial responsibilities to each party for excavation/embankment and sanitary sewer infrastructure associated with the Lacrosse Avenue project as it relates to Parcel No. C-0000-011-6000 (Parcel).
3. Description and Assignment of Construction Work:
  - a. Sewer Infrastructure – In addition to serving multiple parcels along the Lacrosse corridor, the City will construct a gravity sanitary sewer main line and associated infrastructure to serve the Parcel.
  - b. Excavation & Embankment – The City will excavate material required to construct Lacrosse Avenue. The excavated material, provided it is suitable, will be embanked on the Parcel.
4. Agreement:
  - a. Owner gives City, City's representatives, and City's contractor the right to access the Parcel.
  - b. City will design sewer infrastructure, subject to Owner's review and written approval of the design and location of the sewer on the Parcel, such approval not to be unreasonably withheld.
  - c. City will advertise, bid, and manage construction of the project except for material placement oversight and compaction testing on the Parcel.
  - d. Owner will provide material placement oversight and compaction testing on the Parcel. The City bears no responsibility for placed material after acceptance by the Owner.
  - e. Owner will provide compaction testing on the portion of sewer serving Owner's Parcel.
  - f. Owner will provide the City with a finish grade surface in LandXML format for the Parcel.
  - g. City will sample material and develop a modified proctor.
  - h. City will place and compact suitable material on the Parcel in 18" lifts to 95% modified proctor consistent with the finished grade surface, provided enough material is available.
  - i. Owner is responsible for stripping site of vegetation and unsuitable soil prior to embankment, if Owner elects to do so.
  - j. City will conduct a before and after aerial drone topographic survey to calculate quantity of material placed on the Parcel.

- k. Owner will pay that portion of sanitary sewer, including the design and construction management costs, starting with the western-most manhole in Lacrosse Avenue and ending at the existing sewer interceptor manhole near the Centennial Trail, as such manholes are depicted on Exhibit A attached hereto and incorporated herein. The City will pay for the remaining portion of sewer. The City has sole authority over the construction of the sanitary sewer, including location and inspection.
- l. Owner will provide the City an easement for sanitary sewer main over and in the Parcel.
- m. Prior to bid advertisement, Owner will deposit with the City the amount equal to the City’s estimated design and construction prices for items as shown in Table 1. Owner will ultimately pay for the *actual* costs, based on the contractor’s bid unit prices, measured sewer, and drone survey calculated earthwork quantities. Owner shall also pay the City for the “value” of the excavated/embanked material as agreed upon below.

Table 1 – Estimated Project Costs

Item	Pay Unit	Total Quan	Unit Price	Total
Sewer Manhole	EA	5	*\$3,000	\$15,000
Gravity Sewer Pipe – 8-inch – ASTM D3034 SDR34	LF	859	*\$50	\$68,600
8” Water Service	LF	48	*\$50	\$2,400
Excavation and Embankment	CY	Approx. 5,500	*\$10	\$55,000
Embankment Material Value	CY	Approx. 5,500	\$5.50	\$30,250
Sanitary Sewer Design & CPS Cost	LS	1	\$14,000	\$14,000
			<b>Total Cost</b>	<b>\$159,600</b>

\* To be determined based on actual bid prices and quantities.

- n. Each party (the “Indemnifying Party”) agrees to indemnify, defend, and hold the other party harmless from and against any and all causes of action, claims and damages that may arise or are alleged, as a result of the Indemnifying Party’s breach of this agreement or negligent performance or malfeasance under this agreement. Owner shall maintain general liability insurance covering any and all damages or liability arising out of the Owner’s wrongful acts or negligence, including costs and expenses, for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by any person or persons or property arising from the Owner’s conduct under this agreement. The limits of said general liability insurance shall be at least those required by Idaho Code § 6-924. A certificate of insurance providing at least thirty (30) days’ written notice to the City prior to cancellation of the policy shall be filed in the office of the City Clerk.
- o. The parties agree to comply with all applicable laws.

- p. The covenants herein contained shall be binding upon the parties and their heirs, assigns, and successors-in-interest, and shall be deemed to be covenants running with the land.
  - q. Should circumstances change, operational difficulties arise, or misunderstandings develop, the parties agree to meet and confer at the request of any party to discuss the issue(s) and proposed solutions. Further, each party agrees not to bring a claim, initiate legal action, or suspend performance without meeting directly with the other party or parties regarding the subject matter of the disagreement.
  - r. In the event it becomes reasonably necessary, as reasonably determined by both parties, to relocate the sewer from the location identified on Exhibit A, then the parties may agree to terminate this Agreement and return the amount deposited under Section 4.m, less Owner's pro rata share of the project design fees, which pro rata share shall be based on the linear feet of the sewer that was to be installed on the Parcel, relative to the linear feet of the City's sewer project. The agreement to terminate shall not be unreasonably withheld.
5. Reimbursement: At the completion of construction, City and Owner shall reconcile costs based on actual material quantities & bid prices and provide compensation accordingly within 30 days.
  6. Enforcement of Payment: City reserves the right to withhold building permits and/or certificates of occupancy from Owner until such time as full payment for the work is received by the City, if money is due the City based on the final financial reconciliation.
  7. Dispute Resolution: The parties agree to work together to cooperate and resolve any issues or disputes that may arise from the Project work.
  8. Amendments: This agreement may be amended or supplemented by written agreement signed by both parties or their designated representatives.

**CITY OF COEUR D'ALENE**

**ACTIVE WEST, LLC**

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

By: \_\_\_\_\_  
Name: Dennis Cunningham

Title: Authorized Signatory

**ATTEST:**

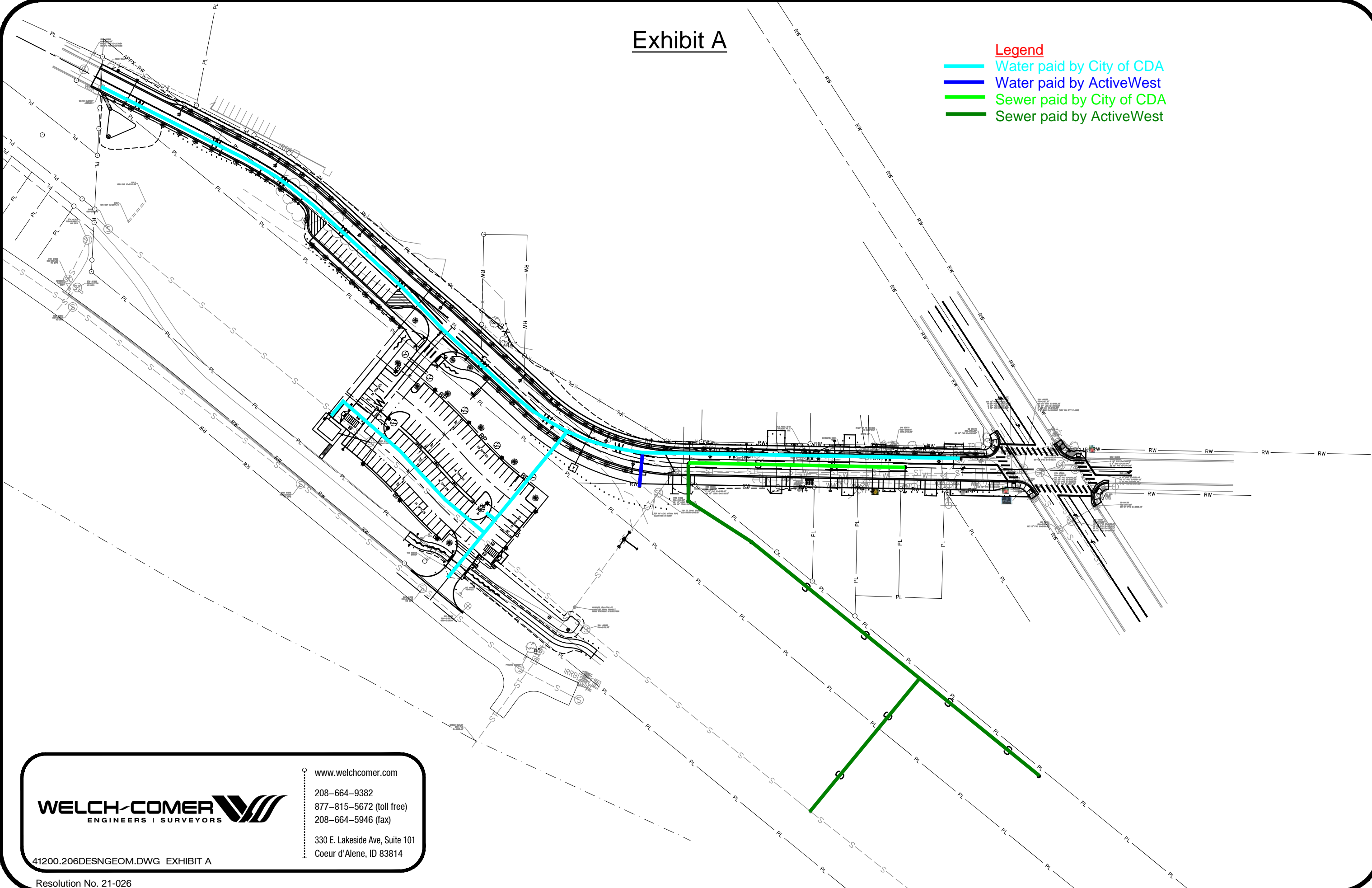
\_\_\_\_\_  
Renata McLeod, City Clerk

EXHIBIT A

Graphic Depiction of Sewer Project Located on Parcel

# Exhibit A

- Legend**
- Water paid by City of CDA
  - Water paid by ActiveWest
  - Sewer paid by City of CDA
  - Sewer paid by ActiveWest



N:\Civ\3D Projects\41200.206\Source Drawings\Alignments\41200.206DesnGeom.dwg, 4/29/2021 8:31:52 AM, lgriffing, 1:2



www.welchcomer.com  
208-664-9382  
877-815-5672 (toll free)  
208-664-5946 (fax)  
330 E. Lakeside Ave, Suite 101  
Coeur d'Alene, ID 83814

41200.206DESNGEOM.DWG EXHIBIT A

Resolution No. 21-026



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

**DATE:** April 26, 2021

**FROM:** Chris Bosley – City Engineer

**SUBJECT: Request for Approval of a Right-of-Way Agreement with the Bureau of Land Management for Construction of a Sewer Pipe**

=====

**DECISION POINT:**

Staff is requesting the approval of a right-of-way agreement with the Bureau of Land Management (BLM) for construction of a sewer pipe.

**HISTORY:**

With the construction of Lacrosse Ave, the City desires to install new sewer pipe to serve the existing properties. To connect the existing sewer interceptor that conveys wastewater to the treatment plant, the pipe needs to cross the BLM property that the City is currently leasing as part of the Four Corners/BLM Corridor Master Plan. BLM requires the City to secure right-of-way for this sewer installation.

**FINANCIAL ANALYSIS:**

The cost of the sewer installation will be funded by the Wastewater department with currently budgeted funding and Active West, LLC through an agreement with the City.

**PERFORMANCE ANALYSIS:**

This agreement with the BLM allows for the construction of the sewer pipe associated with the Lacrosse Ave Extension project, which allows existing properties and future development to connect to sewer.

**DECISION POINT/RECOMMENDATION:**

Council should approve the right-of-way agreement with the Bureau of Land Management for construction of a sewer pipe.

**STANDARD FORM 299**  
**APPLICATION FOR TRANSPORTATION, UTILITY SYSTEMS, TELECOMMUNICATIONS AND FACILITIES**  
**ON FEDERAL LANDS AND PROPERTY**

FORM APPROVED  
 OMB Control Number: 0596-0249  
 Expiration Date: 02/28/2023

FOR AGENCY USE ONLY

Application Number

Date Filed

NOTE: Before completing and filing the application for an authorization (easement, right-of-way, lease, license or permit), the applicant should completely review this package, including instructions, and schedule a pre-application meeting with representatives of the agency responsible for processing the application. Each agency may have specific and unique requirements to be met in preparing and processing the application. Many times, with the help of the agency representative, the application can be completed at the pre-application meeting.

1. Name and address of applicant  
 City of Coeur d'Alene  
 Chris Bosley, P.E., City Engineer  
 710 E Mullan Avenue  
 Coeur d'Alene, ID 83814

2. Name and address of authorized agent if different from item 1  
 Welch Comer Engineers  
 Matt Gillis, Principal Engineer  
 330 E Lakeside Avenue  
 Coeur d'Alene, ID 83814

3. Applicant telephone number and email:  
 208-769-2216; cbosley@cdaid.org

Authorized agent telephone number and email:  
 208-416-4877  
 mgillis@welchcomer.com

4. As applicant are you? (check one)

- a.  Individual
- b.  Corporation\*
- c.  Partnership/Association\*
- d.  State Government/State Agency
- e.  Local Government
- f.  Federal Agency

\* If checked, complete supplemental page

5. Specify what application is for: (check one)

- a.  New authorization
- b.  Renewing existing authorization number
- c.  Amend existing authorization number
- d.  Assign existing authorization number
- e.  Existing use for which no authorization has been received \*
- f.  Other\*

\* If checked, provide details under item 7

6. If an individual, or partnership, are you a citizen(s) of the United States?  Yes  No

7. Project description (describe in detail): (a) Type of use or occupancy, (e.g., canal, pipeline, road, telecommunications); (b) related structures and facilities; (c) physical specifications (Length, width, grading, etc.); (d) term of days/years needed; (e) time of year of use or operation; (f) Volume or amount of product to be transported; (g) duration and timing of construction; and (h) temporary work areas needed for activity/construction (Attach additional sheets, if additional space is needed.)

New sewer connection to serve the proposed future park detailed in the BLM master plan and surrounding residences. Four Corners/BLM Corridor Master Plan was prepared in November 2015 and approved by the BLM. Related facilities include the proposed restroom building as part of the Lacrosse Park, the existing Riverside interceptor, and the existing stormwater outfall from the proposed Lacrosse Road extension through the BLM property and into the Spokane River. The proposed sewer pipe runs ~150 feet and will be 8" diameter pipe. The easement will operate year-round and be needed in perpetuity, unless the City decides to relocate that sewer infrastructure at a later date. Volume of effluent running through the pipe will vary based on demand. Construction is planned for weekdays during the summer of 2021, likely starting in June and ending in September.

8. Attach a map covering area and show location of project proposal.

9. State or Local government approval:  Attached  Applied for  Not Required

10. Nonrefundable application fee:  Attached  Not required  To be determined by agency

11. Does project cross international boundary or affect international waterways?  Yes  No (if "yes," indicate on map)

12. Give statement of your technical and financial capability to construct, operate, maintain, and terminate system for which authorization is being requested.

The City of Coeur d'Alene has hired a professional engineer (Welch Comer Engineers) to complete the design. Once complete, the City's wastewater department will operate and maintain the system consistent with other systems throughout the City.

The City has the financial resources to design, construct, and maintain the system.

13a. Describe other alternative locations considered.

A lift station could be installed to take wastewater effluent to Northwest Boulevard through the Lacrosse Road project corridor. This option is very costly and requires additional maintenance.

b. Why were these alternatives not selected?

The lift station would occupy more available land, prove more costly, and either (a) end up on BLM property anyway to allow for the proposed restroom facility, or (b) require pipes and easement on the BLM property nonetheless.

c. Give explanation as to why it is necessary to use or occupy Federal assets (lands or buildings).

The Riverside interceptor (existing sewer pipe which currently flows through this BLM land) is the nearest sewer pipe to the project which allows gravity flow instead of creation of a new lift station.

14. List authorizations and pending applications filed for similar projects which may provide information to the authorizing agency. (Specify number, date, code, or name)

Unsure of the code/date/number, but the Riverside interceptor sewer line already runs through this parcel of BLM land. It was designed in 1998 by Welch Comer for the City of Coeur d'Alene.

15. Provide statement of need for project, including the economic feasibility and items such as: (a) cost of proposal (construction, operation, and maintenance); (b) estimated cost of next best alternative; and (c) expected public benefits.

The estimated cost of the overall construction project is \$2 million, while the sewer line itself is estimated at \$7,500. Maintenance and operation costs will be included with the maintenance of the remainder of the City sewer system. Additional cost to install a lift station and pressure sewer pipe is \$50,000-100,000. Public benefits include transitioning multiple existing lots to municipal gravity sewer from septic tanks and creation of a new trailhead facility for the very popular Centennial Trail.

16. Describe probable effects on the population in the area, including the social and economic aspects, and the rural lifestyles.

No existing population exists on this particular area of BLM land. However, this sewer mainline will provide sewer access to adjacent residential development and the future park development on BLM property.

17. Describe likely environmental effects that the proposed project will have on: (a) air quality; (b) visual impact; (c) surface and ground water quality and quantity; (d) the control or structural change on any stream or other body of water; (e) existing noise levels; and (f) the surface of the land, including vegetation, permafrost, soil, and soil stability; and, (g) historic or archaeological resources or properties.

Project SWPPP will be in place to mitigate/eliminate any potential effects of this nature during construction.

18. Describe the probable effects that the proposed project will have on (a) populations of fish, plant life, wildlife, and marine life, including threatened and endangered species; and (b) marine mammals, including hunting, capturing, collecting, or killing these animals.

A project SWPPP will be in place prior to construction to prevent negative effects on the marine life in the Spokane River. The project site is currently dryland grasses with well-travelled paths running through it, so there are likely minimal populations of existing wildlife.

19. State whether any hazardous material, as defined in this paragraph, would be used, produced, transported or stored on or in a federal building or federal lands or would be used in connection with the proposed use or occupancy. "Hazardous material" shall mean (a) any hazardous substance under section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 9601(14); (b) any pollutant or contaminant under section 101(33) of CERCLA, 42 U.S.C. § 9601(33); (c) any petroleum product or its derivative, including fuel oil, and waste oils; and (d) any hazardous substance, extremely hazardous substance, toxic substance, hazardous waste, ignitable, reactive or corrosive materials, pollutant, contaminant, element, compound, mixture, solution or substance that may pose a present or potential hazard to human health or the environment under any applicable environmental laws. The holder shall not store any hazardous materials at the site without prior written approval from the authorized officer. This approval shall not be unreasonably withheld. If the authorized officer provides approval, this permit shall include (or in the case of approval provided after this permit is issued, shall be amended to include) specific terms addressing the storage of hazardous materials, including the specific type of materials to be stored, the volume, the type of storage, and a spill plan. Such terms shall be proposed by the holder and are subject to approval by the authorized officer.

Construction equipment will use fuel during project construction, while the wastewater pipe will contain effluent transported through the BLM land to the existing Riverside interceptor wastewater pipe already in that area.

20. Name all the Federal Department(s)/Agency(ies) where this application is being filed.

Bureau of Land Management

I HEREBY CERTIFY, That I am of legal age and authorized to do business in the State and that I have personally examined the information contained in the application and believe that the information submitted is correct to the best of my knowledge.

Signature of Applicant



Date

4-8-2021

Title 18, U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

GENERAL INFORMATION  
ALASKA NATIONAL INTEREST LANDS

This application will be used when applying for a right-of-way, permit, license, lease, or certificate for the use of Federal lands which lie within conservation system units and National Recreation or Conservation Areas as defined in the Alaska National Interest Lands Conservation Act. Conservation system units include the National Park System, National Wildlife Refuge System, National Wild and Scenic Rivers System, National Trails System, National Wilderness Preservation System, and National Forest Monuments.

Transportation utility systems telecommunication installations facility uses for which the application may be used are:

1. Canals, ditches, flumes, laterals, pipes, pipelines, tunnels, and other systems for the transportation of water.
2. Pipelines and other systems for the transportation of liquids other than water, including oil, natural gas, synthetic liquid and gaseous fuels, and any refined product produced therefrom.
3. Pipelines, slurry and emulsion systems, and conveyor belts for transportation of solid materials.
4. Systems for the transmission and distribution of electric energy.
5. Wired and wireless systems for transmission or reception of radio, television, telephone, telegraph, and other electronic signals, and other means of communications.
6. Improved right-of-way for snow machines, air cushion vehicles, and all-terrain vehicles.
7. Roads, highways, railroads, tunnels, tramways, airports, landing strips, docks, and other systems of general transportation.

This application must be filed simultaneously with each Federal department or agency requiring authorization to establish and operate your proposal.

In Alaska, the following agencies will help the applicant file an application and identify the other agencies the applicant should contact and possibly file with:

Department of Agriculture  
Regional Forester, Forest Service (USFS)  
P.O. Box 21628  
Juneau, Alaska 99802-1628  
Telephone: (907) 586-7847 (or a local Forest Service Office)

Department of the Interior  
Bureau of Indian Affairs (BIA)  
Alaska Regional Office  
709 West 9th Street  
Juneau, Alaska 99802  
Telephone: (907) 586-7177

Department of the Interior  
Alaska State Office  
Bureau of Land Management  
222 West 7th Avenue #13  
Anchorage, Alaska 99513  
Public Room: 907-271-5960  
FAX: 907-271-3684  
(or a local BLM Office)

U.S. Fish & Wildlife Service (FWS) Office of the Regional Director 1011 East Tudor Road Anchorage, Alaska 99503 Telephone: (907) 786-3440	National Park Service (NPS) Alaska Regional Office 240 West 5th Avenue Anchorage, Alaska 99501 Telephone: (907) 644-3510
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Note - Filings with any Interior agency may be filed with any office noted above or with the Office of the Secretary of the Interior, Regional Environmental Officer, P.O. Box 120, 1675 C Street, Anchorage, Alaska 99513.

Department of Transportation  
Federal Aviation Administration  
Alaska Region AAL-4, 222 West 7th Ave., Box 14  
Anchorage, Alaska 99513-7587  
Telephone: (907) 271-5285

NOTE - The Department of Transportation has established the above central filing point for agencies within that Department. Affected agencies are: Federal Aviation Administration (FAA), Coast Guard (USCG), Federal Highway Administration (FHWA), Federal Railroad Administration (FRA).

OTHER THAN ALASKA NATIONAL INTEREST LANDS

Use of this form is not limited to National Interest Conservation Lands of Alaska.

Individual department/agencies may authorize the use of this form by applicants for transportation, utility systems, telecommunication installations and facilities on other Federal lands outside those areas described above.

For proposals located outside of Alaska, applications will be filed at the local agency office or at a location specified by the responsible Federal agency.

SPECIFIC INSTRUCTIONS  
(Items not listed are self-explanatory)

- 7 Attach preliminary site and facility construction plans. The responsible agency will provide instructions whenever specific plans are required.
- 8 Generally, the map must show the section(s), township(s), and range(s) within which the project is to be located. Show the proposed location of the project on the map as accurately as possible. Some agencies require detailed survey maps. The responsible agency will provide additional instructions.
- 9, 10, and 12 The responsible agency will provide additional instructions.
- 13 Providing information on alternate locations in as much detail as possible, discussing why certain locations were rejected and why it is necessary to use Federal assets will assist the agency(ies) in processing your application and reaching a final decision. Include only reasonable alternate locations as related to current technology and economics.
- 14 The responsible agency will provide instructions.
- 15 Generally, a simple statement of the purpose of the proposal will be sufficient. However, major proposals located in critical or sensitive areas may require a full analysis with additional specific information. The responsible agency will provide additional instructions.
- 16 through 19 Providing this information with as much detail as possible will assist the Federal agency(ies) in processing the application and reaching a decision. When completing these items, you should use a sound judgment in furnishing relevant information. For example, if the project is not near a stream or other body of water, do not address this subject. The responsible agency will provide additional instructions.

Application must be signed by the applicant or applicant's authorized representative.

### **EFFECT OF NOT PROVIDING INFORMATION**

Disclosure of the information is voluntary. If all the information is not provided, the proposal or application may be rejected.

### **DATA COLLECTION STATEMENT**

The Federal agencies collect this information from proponents and applicants requesting a right-of-way, permit, license, lease, or certification for use of Federal assets. The Federal agencies use this information to evaluate a proponent's or applicant's proposal to use Federal assets.

### **BURDEN STATEMENT**

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0249. The time required to complete this information collection is estimated to average 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The authority to collect this information is derived from 47 U.S.C. 1455(c)(3) and 16 U.S.C. 3210.

### **USDA NONDISCRIMINATION STATEMENT**

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

**SUPPLEMENTAL**

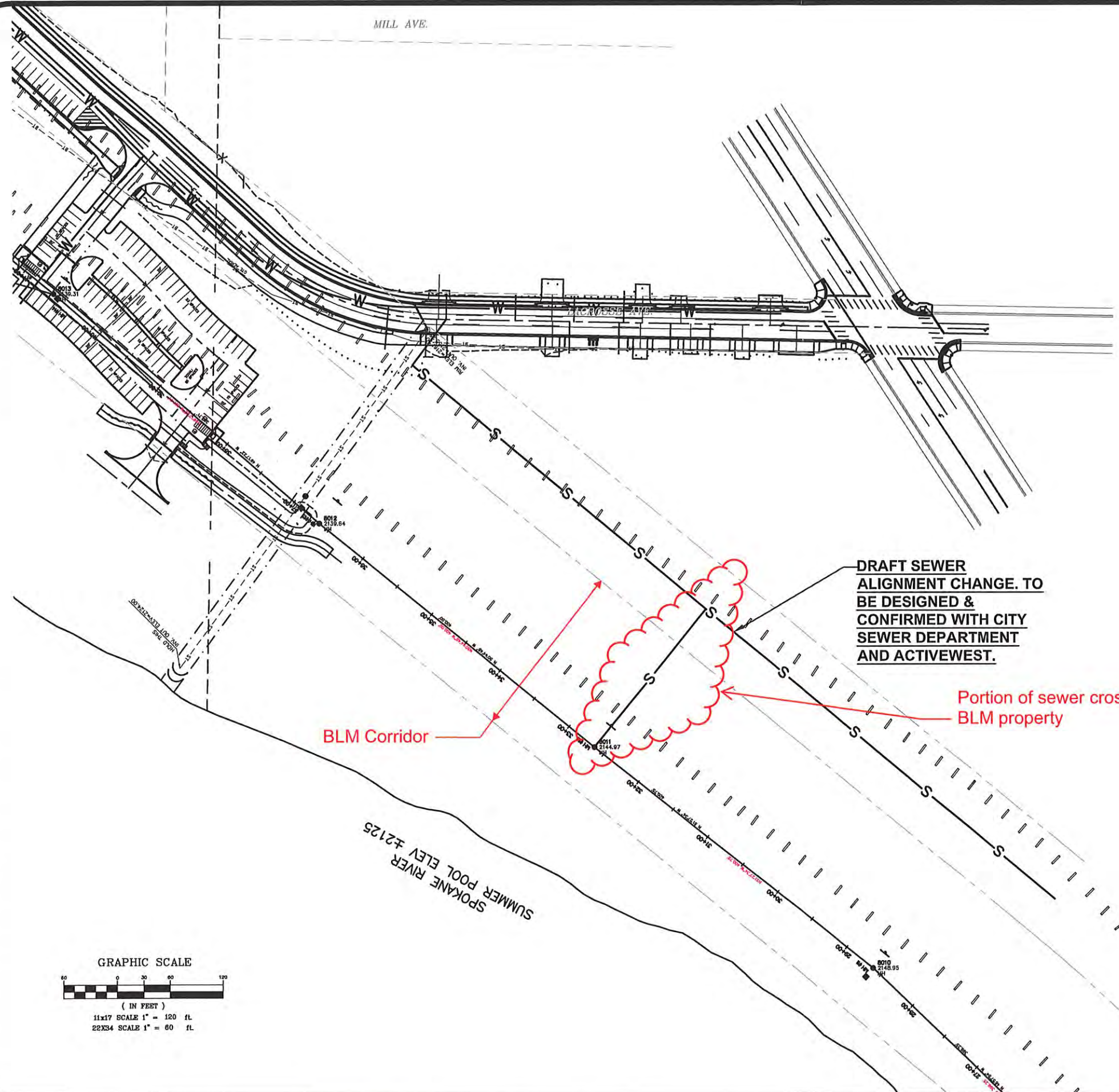
NOTE: The responsible agency(ies) will provide instructions	CHECK APPROPRIATE BLOCK	
<b>I - PRIVATE CORPORATIONS</b>	ATTACHED	FILED*
a. Articles of Incorporation	<input type="checkbox"/>	<input type="checkbox"/>
b. Corporation Bylaws	<input type="checkbox"/>	<input type="checkbox"/>
c. A certification from the State showing the corporation is in good standing and is entitled to operate within the State	<input type="checkbox"/>	<input type="checkbox"/>
d. Copy of resolution authorizing filing	<input type="checkbox"/>	<input type="checkbox"/>
e. The name and address of each shareholder owning 3 percent or more of the shares, together with the number and percentage of any class of voting shares of the entity which such shareholder is authorized to vote and the name and address of each affiliate of the entity together with, in the case of an affiliate controlled by the entity, the number of shares and the percentage of any class of voting stock of that affiliate owned, directly or indirectly, by that entity, and in the case of an affiliate which controls that entity, the number of shares and the percentage of any class of voting stock of that entity owned, directly or indirectly, by the affiliate.	<input type="checkbox"/>	<input type="checkbox"/>
f. If application is for an oil or gas pipeline, describe any related right-of-way or temporary use permit applications, and identify previous applications.	<input type="checkbox"/>	<input type="checkbox"/>
g. If application is for an oil and gas pipeline, identify all Federal lands by agency impacted by proposal.	<input type="checkbox"/>	<input type="checkbox"/>
<b>II - PUBLIC CORPORATIONS</b>		
a. Copy of law forming corporation	<input type="checkbox"/>	<input type="checkbox"/>
b. Proof of organization	<input type="checkbox"/>	<input type="checkbox"/>
c. Copy of Bylaws	<input type="checkbox"/>	<input type="checkbox"/>
d. Copy of resolution authorizing filing	<input type="checkbox"/>	<input type="checkbox"/>
e. If application is for an oil or gas pipeline, provide information required by item "I - f" and "I - g" above.	<input type="checkbox"/>	<input type="checkbox"/>
<b>III - PARTNERSHIP OR OTHER UNINCORPORATED ENTITY</b>		
a. Articles of association, if any	<input type="checkbox"/>	<input type="checkbox"/>
b. If one partner is authorized to sign, resolution authorizing action is	<input type="checkbox"/>	<input type="checkbox"/>
c. Name and address of each participant, partner, association, or other	<input type="checkbox"/>	<input type="checkbox"/>
d. If application is for an oil or gas pipeline, provide information required by item "I - f" and "I - g" above.	<input type="checkbox"/>	<input type="checkbox"/>

\*If the required information is already filed with the agency processing this application and is current, check block entitled "Filed." Provide the file identification information (e.g., number, date, code, name). If not on file or current, attach the requested information.

N:\Civil3D Projects\41200.206\Production Drawings\41200.206DS07.dwg, 4/5/2021 2:15:23 PM, jgriffing, 1:2

Resolution No. 21-026

MILL AVE.

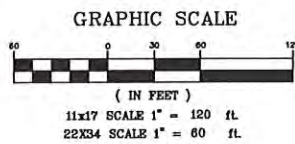


**DRAFT SEWER ALIGNMENT CHANGE. TO BE DESIGNED & CONFIRMED WITH CITY SEWER DEPARTMENT AND ACTIVEWEST.**

Portion of sewer crossing BLM property

BLM Corridor

SPOKANE RIVER  
SUMMER POOL ELEV #2125



**WELCH-COMER**  
 ENGINEERS | SURVEYORS

www.welchcomer.com  
 208-664-9382  
 877-815-5672 (toll free)  
 208-664-5946 (fax)

330 E. Lakeside Ave, Suite 101  
 Coeur d'Alene, ID 83814

41200.206DS07.DWG 04-05-2021

Exhibit "D"



CITY OF COEUR D'ALENE

Office of the City Administrator

City Hall - 710 E. Mullan Avenue  
Coeur d'Alene, Idaho 83814  
(208) 666-5754

April 12, 2021

U.S. Department of Interior  
Bureau of Land Management  
Coeur d'Alene Field Office  
3232 W. Nursery Rd.  
Coeur d'Alene, ID 83815

Attn.: Joanne K. Miller  
Realty Specialist

Re: Authorization to Sign Application

Dear Ms. Miller:

This letter is in response to the City's right-of-way application to cross BLM property with a sewer line. The application has been submitted under the signature of Chris Bosley, City Engineer. As City Administrator, I hereby confirm that Mr. Bosley has the authority to sign this application for and on behalf of the City.

If you have any questions, please do not hesitate to contact me. Thank you for your consideration.

Sincerely,

Troy Tymesen  
City Administrator



*Lacrosse Ave Agreements*

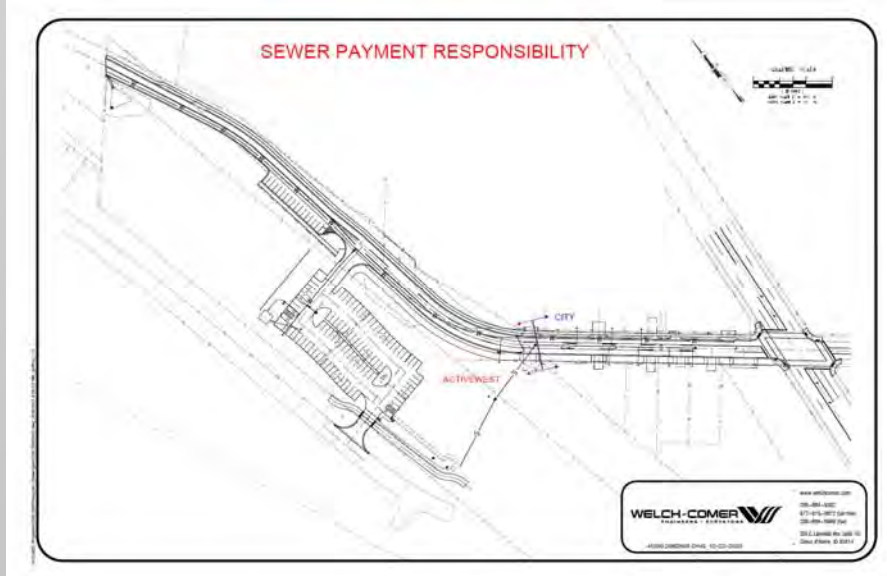


*April 26, 2021*

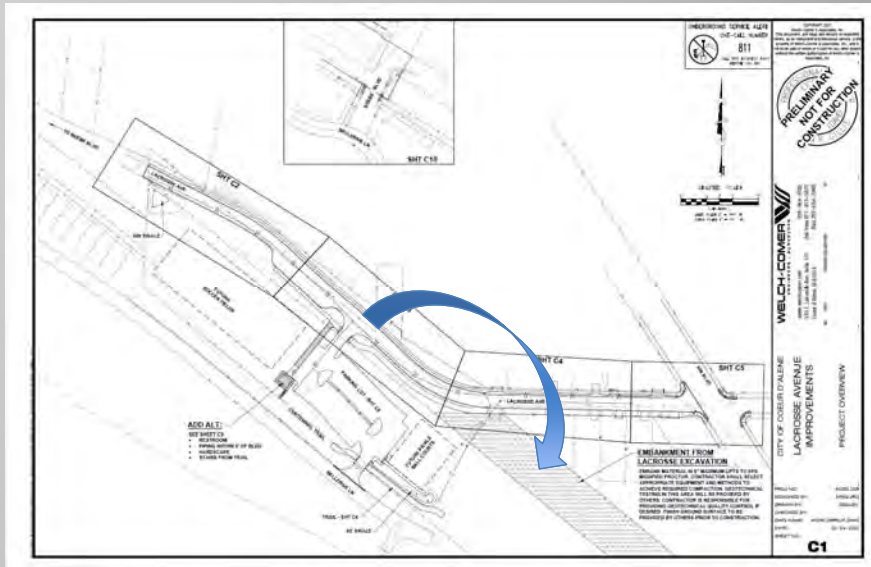
*Lacrosse Ave Agreements*



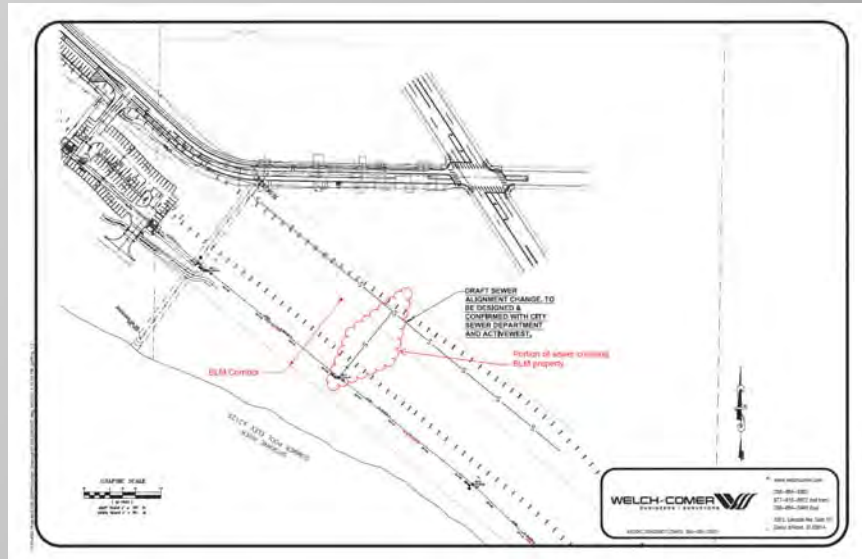
# Lacrosse Ave Agreements: Active West



# Lacrosse Ave Agreements: Active West



## *Lacrosse Ave Agreements: BLM*



## *Lacrosse Ave Agreements: Active West*

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

Council should approve the agreement with Active West, LLC for construction of a sewer pipe and purchase of fill material.

*Lacrosse Ave Agreements: BLM*

**DECISION POINT/RECOMMENDATION:**

Council should approve the right-of-way agreement with the Bureau of Land Management for construction of a sewer pipe.

**PUBLIC WORKS/GENERAL SERVICES  
STAFF REPORT**

**FROM: CHRIS BOSLEY, CITY ENGINEER**

**DATE: APRIL 26, 2021**

**SUBJECT: AGREEMENT WITH GLACIER NW BLVD SELTICE, LLC FOR  
FUTURE RIGHT-OF-WAY VACATION, AND CONSTRUCTION OF 12”  
WATER MAIN, RIGHT TURN SLIP LANE, AND SHARED-USE PATH**

---

**DECISION POINT:** Whether to approve an Agreement between Glacier NW Blvd Seltice, LLC and the City, requiring Glacier NW Blvd Seltice to construct a right turn slip lane and shared-use path to City standards in City right-of-way, and to construct a public 12” water main. Upon completion, the City would vacate unused right-of-way to Glacier NW Blvd Seltice for future development.

**HISTORY:** Glacier NW Blvd Seltice owns a parcel of property at the southwest corner of the intersection of Northwest Boulevard and Seltice Way. The City desires to relocate the right turn slip lane at this location to provide better visibility for traffic entering Northwest Boulevard. The slip lane was to be relocated and a shared-use path constructed with a Federal grant (Seltice Sidewalk Project), but after two unsuccessful attempts at securing a construction bid within the budget, funding for the project was returned to the Idaho Transportation Department. Through discussions with Glacier NW Blvd Seltice, both parties agreed that relocating the right turn slip lane was mutually beneficial in that it improved a safety concern and it allowed additional separation between the slip lane and Glacier’s proposed right-in/right-out driveway approach. Glacier NW Blvd Seltice has agreed to relocate the right turn slip lane and shared-use path and install a 12” water main, allowing for the construction of their proposed driveway access. Upon completion, the City would vacate unused right-of-way along the south side of Seltice Way to allow for more development options on the parcel. Extension of the shared-use path to the northwest would be completed by Glacier NW Blvd Seltice upon development of the parcel and their adjacent parcel.

**FINANCIAL ANALYSIS:** It is not anticipated that the City will incur a financial impact as a result of this Agreement. Reconstruction of the slip lane will reduce maintenance costs for the City.

**PERFORMANCE ANALYSIS:** Approval of agreement allows Glacier NW Blvd Seltice to receive approval for their site development permit, begin construction of the slip lane and other site improvements, and start the right-of-way vacation process.

**DECISION POINT/RECOMMENDATION:** Staff recommends approval of the Agreement with Glacier NW Blvd Seltice, LLC.

## AGREEMENT FOR DEVELOPMENT

THIS AGREEMENT is made and dated this 4<sup>th</sup> day of May, 2021, by and between the City of Coeur d'Alene, hereinafter referred to as the "City," and Glacier NW Blvd Seltice, LLC., hereinafter referred to as "Glacier."

W I T N E S S E T H:

WHEREAS, Glacier owns one parcel described as 2219 Northwest Boulevard (GLACIER NORTHWEST-SELTICE, LT 4 BLK 1, PTN VAC RW, LAKE DISTRICT URD 1997, 1150N04W) which parcel is located west of Northwest Boulevard and south of W Seltice Way, in Coeur d'Alene, Idaho (hereinafter referred to as the "Parcel"); and

WHEREAS, Glacier intends to prepare the Parcel for development; and

WHEREAS, Glacier has requested the vacation of a portion of W. Seltice Way to facilitate the development of the Parcel; and

WHEREAS, the City has received tentative plans for the development of the Parcel; and

WHEREAS, the City has determined that extension of the 12" water main through the Parcel will be required; and

WHEREAS, the City's Municipal Code would require Glacier to construct a shared-use path along W. Seltice Way upon development of the Parcel; and

WHEREAS, relocation of the right turn slip lane from W. Seltice Way to Northwest Boulevard, would greatly enhance the safety of the traveling public; and

WHEREAS, a shared-use path on the south side of W. Seltice Way from Northwest Boulevard to the existing hotel located at 2250 W Seltice Way, would greatly benefit the public and enhance the safety of users of the regional trail system.

NOW, THEREFORE,

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

- I. Duties of Glacier: Glacier hereby covenants to perform the following within a reasonable time after the effective date of this Agreement:
  - a. Relocate the existing right turn slip lane from W. Seltice Way to Northwest to City specifications, as generally shown on attached Exhibit "A," which is attached hereto and incorporated herein by reference;

- b. Install the 12” water main from the Centennial Trail crossing of the proposed slip lane to the southern property line in such a manner that will enable extension of the water main for future development, as generally shown on Exhibit “B”;
- c. Construct a deceleration lane and right-in/right-out driveway approach as shown on Exhibit “A;”
- d. Relocate the Centennial Trail along the Northwest Boulevard frontage as shown on Exhibit “A;”
- e. Construct all facilities required by this Agreement to City standards; and
- f. At the time of development of the Parcel and adjoining parcel to the west, extend the shared-use path and 12” water main to the northwestern property line at the existing hotel.

II. Duties of the City. The City hereby covenants to:

- a. Consider this Agreement at a subcommittee meeting of the City Council on January XX, 2021, and at the City Council meeting on February XX, 2021;
- b. Accept temporary easements for public access and utilities pending construction of a right turn slip lane and approach, and installation of the 12” water main as required by this Agreement;
- c. Accept the location of the new right turn slip lane, the installation of the 12” water main, and the construction of the shared-use path as generally shown on Exhibit “A” hereto;
- d. Not unreasonably withhold approval and acceptance of the actions and facilities described in this Agreement.

III. General terms. The parties further agree as follows:

- a. The obligations of the parties are unique and not susceptible to monetary compensation and, therefore, either party may seek specific performance of any other party’s obligations hereunder;
- b. Each party agrees to hold the other parties harmless from any and all causes of action, claims and damages that may arise or are alleged, as a result of any other party's negligent performance or malfeasance under this Agreement.
- c. All prior representations, warranties, covenants, conditions, and agreements of the parties are merged in this Agreement and this Agreement represents the full and complete agreement between the parties.

- d. The parties agree to comply with all applicable laws.
- e. The covenants herein contained shall be binding upon the parties and their heirs, assigns, and successors-in-interest, and shall be deemed to be covenants running with the land.
- f. Should circumstances change, operational difficulties arise, or misunderstandings develop, the parties agree to meet and confer at the request of any party to discuss the issue(s) and proposed solutions. Further, each party agrees not to bring a claim, initiate legal action, or suspend performance without meeting directly with the other party or parties regarding the subject matter of the disagreement.

IN WITNESS WHEREOF, this Agreement has been approved by the City Council of the City of Coeur d'Alene, to be executed by its Mayor and City Clerk, and its corporate seal affixed, and by Glacier NW Blvd Seltice, LLC., to be effective the day and year first above written.

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

**GLACIER NW BLVD SELTICE, LLC**

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

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

**ATTEST:**

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





EXHIBIT B

cross with valves

210 feet +



*Seltice Way Agreement*

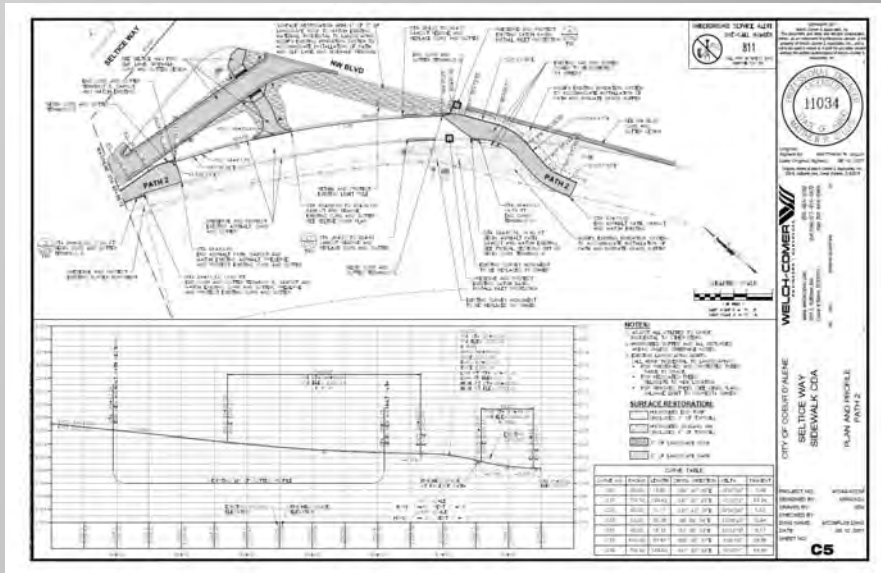


*April 26, 2021*

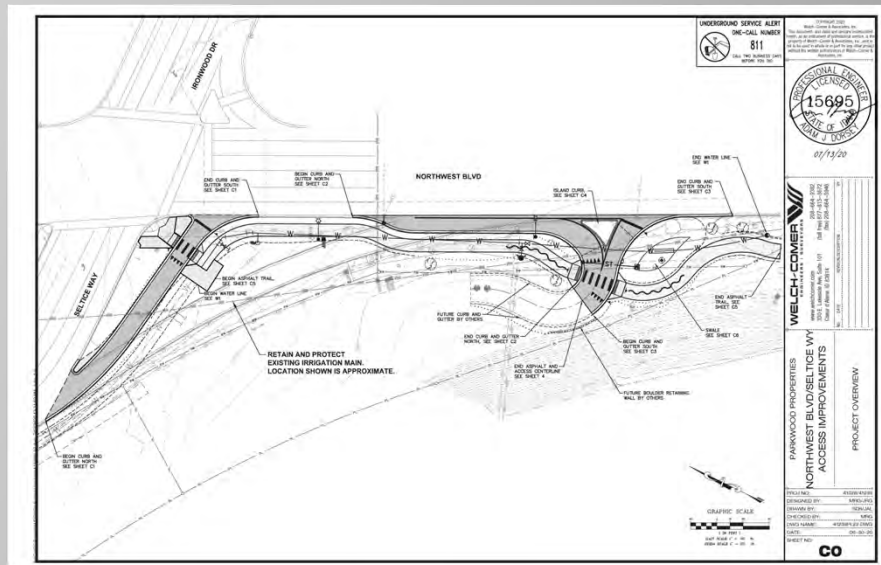
*Seltice Way Agreement*



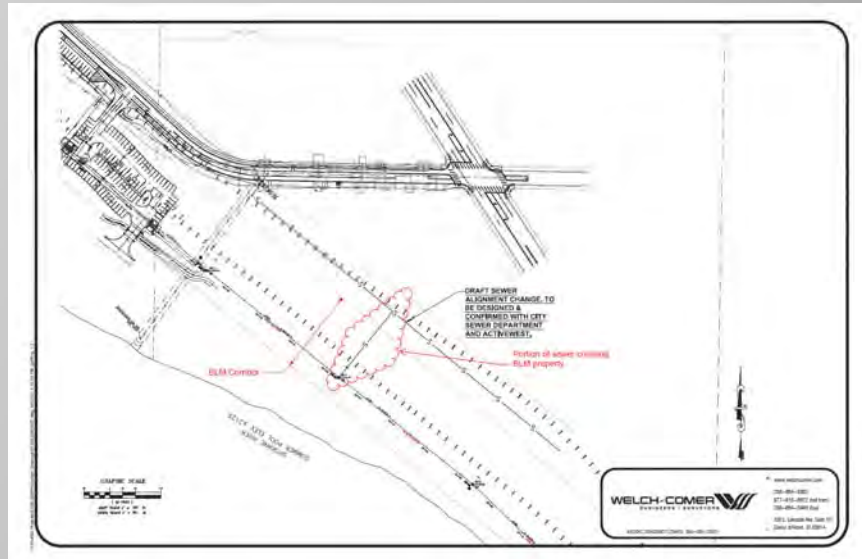
# Seltice Way Agreement



# Seltice Way Agreement



## *Seltice Way Agreement*



## *Seltice Way Agreement*

**DECISION POINT/RECOMMENDATION:**

Council should approve the agreement with Glacier NW BLVD SELTICE, LLC for future Right-of-Way vacation and construction of 12" water main, right turn slip lane, and share-use path

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

**DATE:** April 26, 2021  
**FROM:** Todd Feusier, Streets & Engineering Director  
**SUBJECT:** DECLARE SURPLUS USED EQUIPMENT

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**DECISION POINT:**

Request Council declare various pieces of used equipment and items as surplus and authorize the surplus items to be sold through auction.

**HISTORY:**

As vehicles and equipment reach their end of usefulness to the City, they are brought to Council to be declared as surplus and auctioned off. Currently, the following items are deemed at their end-of-life period and the Streets & Engineering Department request they be deemed surplus:

1. ST276 - 1997 Chevrolet C1500 Vin# 1GCEC14W4VZ190003
2. ST228 - 1995 GMC Topkick dump truck Vin# 1GDT7HAJ0SJ502218
3. ADMIN100 - 1998 Chevrolet 2500 van Vin# 1GCFG25WXW1040359
4. ST220 - 2008 Freightliner M2 Vin# 1FVHCYBS68HZ48301
5. REC502 - 1999 Ford Van Vin#1FBSS31L4XHA73692
6. ST241 - 2002 Volvo G710 grader Vin#X034264X

**PERFORMANCE ANALYSIS:**

This equipment has been deemed of little value. These items were offered to other City Departments before being sent to surplus.

**FINANCIAL ANALYSIS:**

The auction house retains a percentage of the bid auction item for their services, and there is very minimal cost to the Department to shuttle items to Post Falls.

**DECISION POINT:**

Council should declare various pieces of used equipment and items as surplus and authorize the surplus items to be sold through auction.



Todd Feusier, Streets & Engineering Director

## **Surplus Used Equipment**

**Request Council declare various pieces of used equipment and items as surplus and authorize the surplus items to be sold through auction.**



**ST276- 1997 Chevrolet C1500 Vin# 1GCEC14W4VZ190003 with 171,277 miles. It has reached its service life and is worn beyond usefulness.**



**ST228- is a 1995 GMC Topkick dump truck Vin# 1GDT7HAJ0SJ502218 with 153,913 miles and 13,923 hours. The engine burns oil, is suffering from compression loss and needs injectors again plus the transmission in this one is near its end of life. Meanwhile the rest of the truck is rusty and worn out.**





**ADMIN100- is a 1998 Chevrolet 2500 van Vin# 1GCFG25WXW1040359 with 42,000 miles on it that has not been used in a couple of years.**



**ST220- is a 2008 Freightliner M2 Vin# 1FVHCYBS68HZ48301 that has 9,000 hours on it. The truck is it has an emissions system that consists of a diesel exhaust catalyst and a particulate filter and both of these components are poorly suited to city driving with low speeds, idle time, stop and go usage and lots of start ups and shut downs. To make matters worse the engine at 9,000 hours now consumes engine oil at a rate that has increased the service and replacement interval for these exhaust emission components. The 2 main components in the emission system run about \$8,000 dollars and we have seen the life span gradually decrease in our environment from 1,000 to 1,200 hours down to 350 to 400 hours with the engine wear. Because of the problems associated with this emissions system the department is not utilizing this vehicle any more than is necessary in an attempt to keep the maintenance costs down but dump trucks are such a critical piece of equipment for both winter and summer seasons that this vehicle still logged 500 hours in 2020.**



**REC502- 1999 FORD VAN Vin#1FBSS31L4XHA73692 w/ 105,680 miles and has interior mold issues.**



**ST241- 2002 Volvo G710 grader Vin#X034264X with 3365 hours and seems to work well. The grader is undersized for our fleet and proceeds from a sale can aid in securing equipment that would better serve the city.**



## Decision Point

**Council should declare various pieces of used equipment and items as surplus and authorize the surplus items to be sold through auction.**



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

**DATE:** APRIL 26, 2021

**FROM:** KELLEY SETTERS, DEPUTY CITY CLERK

**RE:** TEMPORARY BANNERS ACROSS ROSENBERY DRIVE RIGHT-OF-WAY FOR NORTH IDAHO COLLEGE (NIC)

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**DECISION POINT:** Should the City Council authorize a Letter of Agreement that would allow NIC to hang a temporary banner across the Rosenberry Dr. right-of-way (ROW) from May 14 to August 20.

**HISTORY:** Last year City Council approved a letter of agreement for a temporary banner with NIC for a banner over the roadway on Rosenberry Drive. This request is the same as last year.

**REQUEST:**

Victoria Michael, Marketing and Events Coordinator with North Idaho College, is requesting a permit for one (1) vinyl banner which is 15" tall and 90" wide. It will be hung between two City trees, with the bottom edge 18' above the ground, and supported with bungee type straps that will protect the trees from any damage. The banner will be attached to the straps. The banner will say "Welcome to NIC" and "Education Creates Opportunity." Providing a banner across the street near the NIC entrance is intended to help welcome students to the campus.

Streets and Engineering, provided the following comments/concerns:

- The sign needs 16' of clearance under it to minimize risk of snagging on over-height vehicles.
- Wind slits need to be large enough to eliminate sail effect.
- Trees need protection against damage from the bungee type straps.
- Sign must be monitored frequently and removed if wind moves it excessively or it damages the trees.
- Trees must be monitored frequently for damage.
- If damaged, NIC must hire a certified arborist to inspect the trees. If they are substantially damaged, they must be removed and replaced at NIC's expense as dictated in the Army Corp of Engineers levy certification.

The applicant is aware of the concerns and will comply with these suggestions.

Municipal Code Section 15.24.090 (B) states the following::

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

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

**FINANCIAL IMPACT:** There is no financial impact to the City associated with this request.

**DECISION POINT:** City Council should authorize a Letter of Agreement with NIC that would allow a temporary banner to be hung across the Rosenberry Drive right-of-way, attached to two City trees, welcoming students to the NIC campus from May 14 to August 20.

OTHER INFORMATION:

1. The sign will hang for no more than 120 days. Projected date for 2021: May 14 - August 20.
2. Trees will be protected against damage from ropes using 4 straps and hooking up banner to them with heavy duty bungee cords. [See image below.]
3. The sign will have 16' of clearance under it to minimize risk of snagging on over-height vehicles.
4. Wind slits will be large enough to eliminate sail effect.
5. Sign will be monitored frequently and removed if wind moves it excessively or it damages the trees.
6. Trees will be monitored frequently for damage. If damaged, we understand NIC must hire a certified arborist to inspect the trees. If they are substantially damaged, they will be removed at NIC's expense as dictated in the Army Corp of Engineers levy certification.
7. NIC has provided a certificate of liability insured naming the city as additional insured for the amount of 500,000.00



8.

Vinyl Outdoor  
Banner  
17' W x 5' H  
with wind strips

Non-Profit  
Purpose Message:  
"Now Enrolling" /  
"Welcome to NIC"  
(Not final verbiage)

Attached with  
hooks, ties, and  
flexible cord  
between two trees  
across Rosenberry  
Road, 12-16 feet  
off the ground.

Installation time -  
100 - 120 days,  
depending on  
installation date.

Trees have been  
marked as  
847 & 128 by  
the city.

To be installed by  
NIC Facilities  
crew.

**Banner location**



**LETTER OF AGREEMENT**

This agreement is between the **City of Coeur d'Alene**, Idaho ("City") and **North Idaho College** whose address is 1000 W. Garden Avenue, Coeur d'Alene, Idaho ("NIC").

The City agrees that NIC may install a banner as described herein. The banner will be installed by NIC staff and will consist of a vinyl temporary banner with large wind slits, 15" tall by 90" wide, suspended upon City trees by bungee straps approved by the Urban Forester and City Engineer. The lower edge of the banner shall be at least eighteen feet (18') from the surface of the street. The banner will be located on Rosenberry Road between two trees #847 and #128 as Rosenberry enters the college facility. The banner may remain in place from **May 14 through August 20, 2021**.

NIC understands and acknowledges that it is its responsibility to provide frequent monitoring for damage to the trees used to support the temporary banner. If one or both trees are damaged by the banner, NIC agrees to hire a certified arborist to inspect the trees. If the arborist determines that the tree(s) is substantially damaged, the damaged tree(s) must be removed and replaced at NIC's expense as required by the Army Corp of Engineers levy certification. Clearance needs to be maintained at a minimum of eighteen feet (18') from the surface of the street. NIC shall also monitor the banner frequently and remove it if the wind moves it excessively or if damages either of the trees. Liability Insurance with policy limits in the amount of at least \$500,000.00 must be maintained during the term of this agreement.

NIC assumes all liability related to the installation and maintenance of the banner and its attachment to the trees. In case of injury to NIC staff during installation, NIC waives all claims or legal actions, financial or otherwise, against the City, its elected officials, employees, unless injury is caused by the sole negligence of the City.

This agreement may be terminated if there is a violation of any of the terms of this agreement.

NORTH IDAHO COLLEGE

CITY OF COEUR D'ALENE

By *Darryl Stark*

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

*Director Facilities Operations*  
(title)

ATTEST:

*Garry C. Stark*  
(printed name)

\_\_\_\_\_  
City Clerk

Date: *4-27-2021*

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



**GENERAL SERVICES/PUBLIC WORKS  
COMMITTEE**

**GENERAL SERVICES PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** April 26, 2021

**FROM:** Lee White, Chief of Police

**SUBJECT:** Authorization to Purchase One Patrol Vehicle and Related Equipment.

---

**Decision Point:**

The Police Department requests authorization to purchase one patrol vehicle and related equipment.

**History:**

Several vehicles in our fleet have very high mileage and are in varying states of disrepair and mechanical failure. This request is to replace one patrol vehicle which will ultimately replace one of our high-mileage, aging vehicles. It was our intent to ask for several vehicles in next year's budget process; this request will reduce that request by one vehicle.

**Financial Analysis:**

The cost of a police vehicle is approximately \$33,500. The required equipment, including radios, computers, cameras, lights, prisoner transport equipment, and other safety equipment is \$37,500. A vehicle that meets the police-vehicle specifications is currently sitting at a local dealership.

The department has budget capacity in this fiscal year's budget to fund this purchase due to savings in personnel and services.

**Decision Point:**

The Police Department requests authorization from Council to purchase one patrol vehicle and related equipment.

RESOLUTION NO. 21-027

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE PURCHASE OF ONE (1) PATROL VEHICLE AND RELATED EQUIPMENT FROM MIKE WHITE FORD IN THE AMOUNT OF \$70,551.00 FOR THE POLICE DEPARTMENT.

WHEREAS, the General Services/Public Works Committee of the City of Coeur d'Alene has recommended that Council authorize the purchase of one (1) patrol vehicle from MIKE WHITE FORD for the Police Department in the amount of Seventy Thousand, Five Hundred and Fifty-One Dollars (\$70,551.00); NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City purchase one (1) patrol vehicle from Mike White Ford for the Police Department; and

BE IT FURTHER RESOLVED that the Mayor and City Clerk be directed to take such steps necessary to effect said purchase on behalf of the City.

DATED this 4<sup>th</sup> day of May, 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 \_\_\_\_\_.

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

**DATE:** April 26, 2021

**FROM:** Terry Pickel, Water Department Director

**SUBJECT:** Request Acceptance of Bid and Approve the Award of a Contract to La Riviere, Inc., for the Atlas Road Transmission Main Project in the Amount of \$831,287.00.

---

**DECISION POINT:** Should City Council approve the lowest responsive bid of and award a construction contract to La Riviere, Inc., for installation of a new 18" water transmission main in Atlas Road?

**HISTORY:** During the last water system Comprehensive Plan Update, deficiencies were identified in regard to system capacity and supply in the General Zone which supplies the southern half of the city. The plan set forth a general construction schedule, based on projected growth, for a future supply for the General Zone. It was determined that a new source, or sources, totaling 4000 gallons per minute would be required to adequately supply the General Zone to expected build out. The ultimate problem is locating a suitable site for a new well within the existing boundaries of the General Zone as space is at a premium. An engineering consultant came up with the idea that since we were already drilling a new source on the western edge of the city, why not divert an existing source, in this case the Atlas Well, to the General Zone via a new transmission main. This seemed to be a more logical approach than trying to push water from the western edge of the city limits.

**FINANCIAL ANALYSIS:** Funding for the proposed project is included in the 2020-21 FY budget at \$4,000,000.00 to be paid out of Capitalization Fees. Funding in this line item for phase three, and possibly a portion of phase 2, will be carried over into the next FY budget as it is not expected to be completed within this fiscal year. Bids received for phase two were as follows: Apollo, Inc., at \$1,154,152.00, S & L Underground at \$1,496,425.00, Big Sky ID, Corp., at \$1,442,997.00, Northwest Grading, Inc., at \$1,109,620.00; with the lowest responsive bid received from La Riviere Inc. at \$831,287.00. The engineer's estimate was \$1,030,000.00 with use of ductile iron piping. The consulting engineer reviewed all bids for accuracy and verified with the lowest bidder that they were comfortable with their numbers.

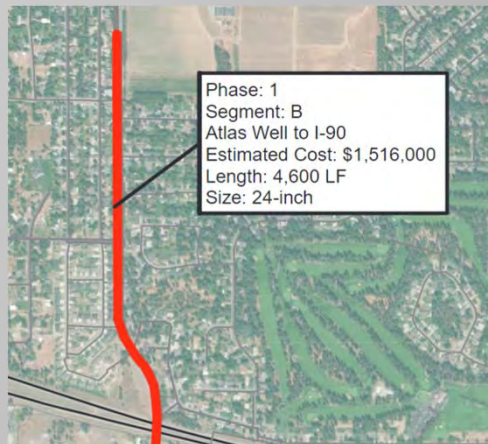
**PERFORMANCE ANALYSIS:** The Atlas Transmission Main and the future Centennial Trail Transmission Main will move water from the Atlas Well south to I90 and then east along the trail to the Riverstone Drive area where it will supply adequate water to the General Zone to meet peak demand. Construction on this second phase is scheduled to take place this summer after school is out to prevent interruption of school bus routes. Sections of Atlas Road will have moving traffic detours and restrictions while construction takes place. A two hundred fifty-five foot section of welded steel carrier pipe will need to be installed under I90 as part of the ITD encroachment permit. This will present a monumental feat of engineering, coordination and traffic control to accomplish.

**DECISION POINT/RECOMMENDATION:** City Council should approve the lowest responsive bid of \$831,287.00 and award a construction contract to La Riviere, Inc., for installation of a new 18" ductile iron transmission main in Atlas Road.

Appendix H - Capital Improvement Plan		City of Coeur d'Alene Water Department - Water System Comprehensive Plan Update																										
Project Number	Capital Improvement Project Title	Description of Project	Targeted Date When Project Will Start	Estimated Cost of Improvement	% Allocated to Growth	% Required by City for Oversizing	Developer Contribution	\$ Growth (CAP Fees)	\$ Existing Users (Rates)	\$ Paid by Developers	Additional Capacity Provided (gpm)	2013		2014		2015		2016		2017		2018		2019				
												Existing Users	Growth	Existing Users	Growth	Existing Users	Growth	Existing Users	Growth	Existing Users	Growth	Existing Users	Growth	Existing Users	Growth	Existing Users	Growth	
<b>Supply</b>																												
S-1	Upper Zone Additional Supply	4000 gpm well - Upper Zone	2013	\$ 1,698,700	100%			\$ 1,698,700	\$ -	\$ -	0		\$ -	\$ 800,000	\$ 898,700													
S-2	General Zone Additional Supply	4000 gpm well - General Zone	2017	\$ 1,698,700	100%			\$ 1,698,700	\$ -	\$ -	4000										\$ -	\$ 1,698,700						
S-3	Upper Zone Additional Supply	1500 gpm additional Supply - Upper Zone	2020	\$ 735,800	100%			\$ 735,800	\$ -	\$ -	1500																	
S-4	General Zone Additional Supply	4000 gpm well - General Zone	2022	\$ 1,698,700	100%			\$ 1,698,700	\$ -	\$ -	4000																	
S-5	Linden - Replacement of Wellhouse	Replace old building with new block building, purchase additional property	2020	\$ 522,700	0%			\$ -	\$ 522,700	\$ -	0																	
S-6	4th Street - Replacement of Wellhouse	Replace old building with new block building	2024	\$ 509,800	0%			\$ -	\$ 509,800	\$ -	0																	
S-7	Atlas - System upgrades	Replace drive, add soft start, extend chlorine room, and connection for portable generator	2025	\$ 504,000	0%			\$ -	\$ 504,000	\$ -	0																	
S-8	Regular Pump Rehabilitation	Rebuild one pump	Biennial	\$ 75,000	0%			\$ -	\$ 75,000	\$ -	0			\$ 75,000				\$ 75,000						\$ 75,000				
S-9	On-Site Generation	Conversion to on-site generation for disinfection in place of chlorine gas. Two per year until complete.	2013 - 2015	\$ 80,000	0%			\$ -	\$ 80,000	\$ -	0		\$ 160,000		\$ 160,000		\$ 160,000											
S-10	Soft Starter Replacement	Install soft starts at all well locations.	Biennial	\$ 75,000	0%			\$ -	\$ 75,000	\$ -	0		\$ 75,000								\$ 75,000				\$ 75,000			
S-11	Transfer of surface water rights to groundwater rights		2017	\$ 10,000	0%			\$ -	\$ 10,000	\$ -	0										\$ 10,000	\$ -						
S-12	Reasonably Anticipated Future Needs (RAFN) water right process		2014	\$ 25,000	100%			\$ 25,000	\$ -	\$ -	0																	
S-13	SCADA Conversion	Conversion to Wonderware	2013	\$ 35,000	0%			\$ -	\$ 35,000	\$ -	0		\$ 35,000	\$ -	\$ 25,000													
<b>Storage</b>																												
T-1	Upper Zone Storage	1 MG storage in the NE quadrant	2016	\$ 1,631,500	100%			\$ 1,631,500	\$ -	\$ -	2275														\$ -	\$ 1,631,500		
T-2	Stanley Hill Storage	0.5 MG of storage	2026	\$ 1,016,600	60%	40%	50%	\$ 609,960	\$ 203,320	\$ 203,320	333																	
T-3	Blackwell Hill Storage	0.6 MG of storage	2021	\$ 1,068,500	100%		100%	\$ 1,068,500	\$ -	\$ -	1013																	
T-4	Armstrong Park Storage	0.3 MG of storage	2022	\$ 1,016,600	75%	25%	100%	\$ 762,450	\$ -	\$ 254,150	333																	
T-5	Fernan Hill Storage	0.7 MG of storage	2020	\$ 1,262,900	100%		57%	\$ 1,262,900	\$ -	\$ -	1372																	
T-6	Recoating of Prairie Standpipe	Recoating of the exterior	2014	\$ 233,300	0%			\$ -	\$ 233,300	\$ -	0			\$ 233,300	\$ -													
T-7	Recoating of Industrial Standpipe	Recoating of the exterior	2019	\$ 233,300	0%			\$ -	\$ 233,300	\$ -	0																	
T-8	Recoat Tubbs Hill TM Gal Tank	Recoat the exterior	2022	\$ 57,500	0%			\$ -	\$ 57,500	\$ -	0															\$ 233,300	\$ -	
T-9	Recoat Best Hill Tank - Internal and External	Recoat interior and exterior	2026	\$ 419,000	0%			\$ -	\$ 419,000	\$ -	0																	
T-10	Best Hill Circulation	Recoat interior and exterior	2015	\$ 75,000	0%			\$ -	\$ 75,000	\$ -	0			\$ 75,000	\$ -													
<b>Distribution</b>																												
D-1	Piping Modifications for NE Storage	Upgrades near Hanley Well to improve east-west transmission. Lines on Christopher Lane and Ramsey.	2016	\$ 582,000	100%			\$ 582,000	\$ -	\$ -	8000														\$ -	\$ 582,000		
D-2	Near Hanley Well	Waterline Improvements at Nettleton Gulch	2019	\$ 799,800	100%			\$ 799,800	\$ -	\$ -	2275															\$ -	\$ 799,800	
D-3	Nettleton Gulch Road		2020	\$ 392,500	0%			\$ -	\$ 392,500	\$ -	0																	
D-4	Ramsey Road Upgrades	3000 feet of main replacement between Kathleen and Appleyway	2027	\$ 385,400	100%			\$ 385,400	\$ -	\$ -	9660																	
D-5	New lines on Heutter and Seltice	New lines on Heutter and Seltice to route flow to new river crossing for Blackwell.	2022	\$ 1,196,600	100%		75%	\$ 1,196,600	\$ -	\$ -	1112																	
D-6	New River Crossing near Heutter		2022	\$ 970,600	100%		100%	\$ 970,600	\$ -	\$ -	1112																	
D-7	Replacement of Existing River Crossing		2023	\$ 1,190,200	0%		11%	\$ -	\$ 1,059,278	\$ 130,922	1013																	
D-8	Increase transmission mains around Stanley Hill Tank		2026	\$ 569,400	50%	50%		\$ 284,700	\$ 284,700	\$ -	333																	
D-9	Piping Modifications for Fernan/Stanley Zone separation.		2017	\$ 483,400	100%		100%	\$ 483,400	\$ -	\$ -											\$ -	\$ -						
D-10	Transmission Improvements to Armstrong Park		2023	\$ 352,700	100%		100%	\$ 352,700	\$ -	\$ -	333																	
D-11	Annual Main Replacement	1.5 miles of main replaced annually, focus on 8 and 12-inch for this planning period.	Annual	\$ 500,000	44%			\$ 220,000	\$ 5,880,000	\$ -																		
D-12	Fernan Hill - Future Development		2026	\$ 500,000	100%		100%	\$ 500,000				\$ 280,000	\$ 220,000	\$ 280,000	\$ 220,000	\$ 280,000	\$ 220,000	\$ 280,000	\$ 220,000	\$ 280,000	\$ 220,000	\$ 280,000	\$ 220,000	\$ 280,000	\$ 220,000	\$ 280,000	\$ 220,000	
D-13	New/Replace Meter/Hydrant/Service Line work		Annual	\$ 215,000	50%			\$ 107,500				\$ 107,500	\$ 107,500	\$ 107,500	\$ 107,500	\$ 107,500	\$ 107,500	\$ 107,500	\$ 107,500	\$ 107,500	\$ 107,500	\$ 107,500	\$ 107,500	\$ 107,500	\$ 107,500	\$ 107,500	\$ 107,500	
<b>Booster Stations</b>																												
B-1	Elm Street Booster	Additional pump at station	2015	\$ 185,800	100%			\$ 185,800	\$ -	\$ -	27						\$ -	\$ 185,800										
B-2	Elm Street Booster	Pump modifications with Fernan Split	2021	\$ 64,800	100%		100%	\$ 64,800	\$ -	\$ -	158																	
B-3	Fernan Booster	Split Fernan and Elm, New Station to Fernan	2020	\$ 527,000	100%			\$ 527,000	\$ -	\$ -	699																	
B-4	Fernan Booster	Additional pump at station	2021	\$ 64,800	100%		100%	\$ 64,800	\$ -	\$ -	63																	
B-5	Blackwell Hill	Add booster station	2016	\$ 527,000	100%		100%	\$ 527,000	\$ -	\$ -	375										\$ -	\$ -						
B-6	Blackwell Hill	Add booster station	2025	\$ 527,000	100%		100%	\$ 527,000	\$ -	\$ -	188																	
B-7	Armstrong Park	Additional pump at station	2016	\$ 64,800	100%		100%	\$ 64,800	\$ -	\$ -	185							\$ -	\$ -									
<b>Additional Capital Improvements</b>																												
M-1	Fixed Base Water Metering	Modifying the existing system to a fixed base system for continuous monitoring.	2020	\$ 1,000,000	0%			\$ -	\$ 1,000,000	\$ -	0																	
M-2	Fixed Base Water Metering	Modifying the existing system to a fixed base system for continuous monitoring.	2021	\$ 1,000,000	0%			\$ -	\$ 1,000,000	\$ -	0																	
M-3	Fixed Base Water Metering	Modifying the existing system to a fixed base system for continuous monitoring.	2022	\$ 1,000,000	0%			\$ -	\$ 1,000,000	\$ -	0																	
M-4	Comprehensive Rate Study	Complete study of water system rate structure.	2016	\$ 75,000	0%			\$ -	\$ 75,000	\$ -	1														\$ 75,000	\$ -		
<b>TOTAL</b>				<b>\$ 27,856,400</b>				<b>\$ 19,036,110</b>	<b>\$ 13,724,398</b>	<b>\$ 588,392</b>		<b>\$ 657,500</b>	<b>\$ 1,127,500</b>	<b>\$ 855,800</b>	<b>\$ 1,251,200</b>	<b>\$ 697,500</b>	<b>\$ 513,300</b>	<b>\$ 462,500</b>	<b>\$ 327,500</b>	<b>\$ 472,500</b>	<b>\$ 2,026,200</b>	<b>\$ 537,500</b>	<b>\$ 2,541,000</b>	<b>\$ 695,800</b>	<b>\$ 1,127,300</b>			



## ATLAS TRANSMISSION MAIN ROUTE



# WATER COMPREHENSIVE PLAN SCHEDULE

Appendix H - Capital Improvement Plan  
City of Coeur d'Alene Water Department - Water System Comprehensive Plan Update

Project Number	Capital Improvement Project Title	Description of Project	Targeted Date When Project will Start
<b>Supply</b>			
S-1	Upper Zone Additional Supply	4000 gpm well - Upper Zone	2013
S-2	General Zone Additional Supply	4000 gpm well - General Zone	2017
S-3	Upper Zone Additional Supply	1500 gpm additional Supply - Upper Zone	2020
S-4	General Zone Additional Supply	4000 gpm well - General Zone	2022
S-5	Linden - Replacement of Wellhouse	Replace old building with new brick building, purchase additional property	2020
S-6	4th Street - Replacement of Wellhouse	Replace old building with new block building.	2024
S-7	Atlas - System upgrades	Replace drive, add soft start, extend chlorine room, and connection for portable generator.	2025



# BID TABULATION

CITY OF COEUR D'ALENE  
TRANSMISSION LINE - SOUTHERN SECTION  
BID SUMMARY\*  
Bid Opening: 04/13/2021 at 2:00 p.m.

CONTRACTOR	BASE BID
LaRiviere, Inc.	\$ 831,287.00
Northwest Grading, Inc.	\$ 1,109,620.00
Apollo, Inc.	\$ 1,154,152.00
Big Sky ID Corp	\$ 1,442,997.00
S&L Underground, Inc	\$ 1,496,425.00

\* PLEASE NOTE THAT THIS IS FOR INFORMATION USE ONLY. THE OWNER RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS PURSUANT TO SECTION 00 2113 - INSTRUCTIONS TO BIDDERS OF THE CONTRACT DOCUMENTS.





## ATLAS TRANSMISSION MAIN



## ATLAS TRANSMISSION MAIN

**City Council should award the lowest responsive bid and approve a contract with La Riviere Inc. for construction of the Atlas Transmission Main.**



**THANK YOU!**



RESOLUTION NO. 21-028

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING THE BID OF, AND AUTHORIZING A CONTRACT WITH, LARIVIERE, INC., FOR THE ATLAS TRANSMISSION MAIN PROJECT IN THE AMOUNT OF \$831,287.00.

WHEREAS, the City heretofore duly advertised invitation for bids for the Atlas Transmission Main Project in Coeur d'Alene, Idaho, and said bids were opened as provided in said advertisement in the office of the City Clerk at 2:00 p.m., on Tuesday the 13<sup>th</sup> day of April, 2021, and the lowest responsive bid received was that of LaRiviere, Inc., in the amount of Eight Hundred Thirty-One Thousand Two Hundred Eighty-Seven dollars and no/100's dollars (\$831,287.00), and it is in the best interests of the City of Coeur d'Alene and the citizens thereof that said bid be accepted;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the bid of LaRiviere, Inc., in the amount of \$831,287.00 for the Atlas Transmission Main Project be and the same is hereby accepted.

BE IT FURTHER RESOLVED that the City enter into a contract with LaRiviere, 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 4<sup>th</sup> day of May, 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 \_\_\_\_\_.

**CONTRACT**  
for  
**Atlas Transmission Main Project**

THIS CONTRACT, made and entered into this 4<sup>th</sup> day of May, 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 **LaRiviere, 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 17564 N Dylan CT, Rathdrum, ID 83858, hereinafter referred to as "**CONTRACTOR**,"

WITNESSETH:

WHEREAS, the said **CONTRACTOR** has been awarded the contract for the **City of Coeur d'Alene Water Department Atlas Transmission Main 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, Atlas Transmission Main Project Bidding and 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 complete improvements 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 contract documents and approved by the Water Department Director, 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 coverage's required herein, which certificates must be approved by the City Attorney.

The **CONTRACTOR** agrees to receive and accept as full compensation for furnishing all materials, and doing all the work contemplated and embraced in the contract, an amount equal to the sum of the total for the items of work. The total for each item of work shall be calculated by determining the actual quantity of each item of work and multiplying that actual quantity by the unit price bid by the **CONTRACTOR** for that item of work. The total amount of the contract shall not exceed **Eight Hundred Thirty One Thousand, Two Hundred Eighty Seven and No/100 Dollars (\$831,287.00)**.

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 Work will be substantially completed within **120** calendar days after the date when contract times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with paragraph 15.06 of the General Conditions within 180 calendar days after the date when the Contract Times commence to run.

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 less persons are employed by the **CONTRACTOR**, in which case the **CONTRACTOR** may employ ten percent (10%) nonresidents; provided, however, in all cases the **CONTRACTOR**, must give preference to the employment of bona fide residents in the performance of said work.

The **CONTRACTOR** furthers agrees: In consideration of securing the business of construction of 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.

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

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

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

- A) Advertisement For Bids
- B) Information For Bidders
- C) Bid Proposal
- D) Bid Bond
- E) Bidding Forms as Required
- F) Contract
- G) Labor and Materials Payment Bond
- H) Performance Bond
- I) Notice of Award
- J) Notice to Proceed
- K) Change Order
- L) General Conditions
- M) Technical Specifications
- N) Special Provisions
- O) Plans
- P) Addenda No. 1 through No. 6, dated March 30<sup>th</sup>, 2021 through April 9<sup>th</sup>, 2021.

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 and advertisements for employees placed by or on behalf of the **CONTRACTOR**, state that all qualified applicants will receive consideration for employment with 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**, the City Clerk has affixed the seal of said City hereto, and the **CONTRACTOR** has caused the same to be signed by its President, and its seal to be affixed hereto, the day and year first above written.

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

**CONTRACTOR:**  
**LARIVIERE, INC.**

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

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

ATTEST:

ATTEST:

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

\_\_\_\_\_



**GENERAL SERVICES/PUBLIC WORKS  
STAFF REPORT**

**Date:** April 26, 2021

**From:** Bill Greenwood, Parks & Recreation Director

**SUBJECT:** Request Approval of a Naming Rights Agreement with Idaho Central Credit Union (ICCU) for the Riverstone Park Amphitheater for a Period of Ten (10) Years

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**DECISION POINT:** Recommend to the General Services/Public Works Committee that Council enter into a naming rights agreement with Idaho Central Credit Union (ICCU) for the Riverstone Park Amphitheater for a period of ten (10) years?

**HISTORY:** With private and public partnerships becoming more and more prevalent, we saw an opportunity to help offset some park costs and create public goodwill. In June of 2012, the City Council adopted our Naming Policy Guideline to manage these opportunities. When the concept of the amphitheater at Riverstone Park was developed in 2007, a shade structure was identified as a possible amenity for the stage. One of the City's partners, the Arts & Cultural Alliance, has been providing free concerts here since 2012 and many of the performers at the amphitheater refer to it as the Frying Pan. A shade structure will provide a more pleasant experience for everyone who uses the amphitheater. Ali Shute, with the Arts & Cultural Alliance, spearheaded a fund-raising campaign for a shade structure and she has acquired all the funds needed to purchase and install this structure over the amphitheater.

**FINANCIAL ANALYSIS:** No City funds are required to accept this donation and grant naming rights, although we will have some labor involved with the project management, installation, and maintenance. The cost of the shade structure is \$53,653 and the installation is estimated at \$40,000. The installation cost is an estimate because of the possible need to breach the pond liner. Idaho Central Credit Unions' contribution for the naming rights is \$40,000. In addition, an anonymous donor is providing \$40,000 for the project, ignite has allocated \$35,000, and the A&C Alliance has \$11,000 available to be used.

**PERFORMANCE ANALYSIS:** The contributions from ICCU and the anonymous donor, along with the naming rights, will be managed by the Panhandle Parks Foundation. The structure would be installed seasonally and taken down in the fall by the Parks Department. The Parks Department will also maintain the structure, which will be owned by the City.

**DECISION POINT/ RECOMMENDATION:** General Services/Public Works recommends that the City grant naming rights at Riverstone Park Amphitheater to Idaho Central Credit Union for ten (10) years.

RESOLUTION NO. 21-029

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A NAMING AGREEMENT WITH IDAHO CENTRAL CREDIT UNION FOR THE RIVERSTONE PARK AMPHITHEATER FOR A PERIOD OF TEN (10 YEARS).

WHEREAS, the General Services/Public Works Committee of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a Naming Agreement with Idaho Central Credit Union, 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 a Naming Agreement with Idaho Central Credit Union, in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 4<sup>th</sup> day of May, 2021.

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

ATTEST:

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

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

**ROLL CALL:**

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER WOOD Voted

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

## Naming Agreement

This Naming Agreement, effective as of May 4, 2021, is made and entered into by and between, Idaho Central Credit Union, whose address is 4400 Central Way, Chubbuck, Idaho 83202 (hereinafter referred to as the “Donor”), and Panhandle Parks Foundation, Inc., an Idaho nonprofit corporation (hereinafter referred to as the “Foundation”). Based upon the Recitals below, and in consideration of the mutual promises and benefits hereunder, the parties hereto hereby agree as follows:

### **RECITALS**

The Donor wishes to make a charitable gift to the Foundation for the benefit of the City of Coeur d’Alene (hereinafter referred to as the “City”) as set forth in this Agreement.

The Foundation desires to accept such gift, subject to the terms and conditions set forth in this Agreement.

### **AGREEMENT**

1. **Gift.** The Donor hereby pledges to the Foundation, for the benefit of the City, the following gift: Forty Thousand and no/100 Dollars (\$40,000.00) to name the amphitheater at Riverstone Park for a period of ten (10) years; beginning September 1, 2021, and ending September 1, 2031. Prior to the end of the term, the Donor will be contacted by the Foundation or the City to offer to renew the Donor’s sponsorship agreement for another term.
2. **Payment of the Gift.** The Gift is an irrevocable pledge that will be paid to the Foundation in one lump sum of Forty Thousand and no/100 Dollars (\$40,000.00) no later than May 4, 2021. Payment shall be paid by the Donor to the Foundation via check, or other method acceptable to the Donor and the Foundation’s Board.
3. **Fee.** The Foundation will retain an administrative fee of \$2,500.00 out of the Gift funds for managing the sponsorship, contracts, renewal, and agreement.
4. **Acknowledgment.** In consideration for the Gift, the Foundation and the City will acknowledge the Gift by naming the facility the “ICCU Ampitheater at Riverstone.” The donation will pay for the signage. Subject to the terms of this Agreement, the Naming will last for the term of the Agreement.
5. **Termination of Naming Rights.** In addition to any rights and remedies available at law, the Foundation Board may terminate this Agreement and all rights and benefits of the Donor hereunder, including terminating the Naming Rights, as follows:
  - a. In the event the Foundation Board determines, in its reasonable and good faith opinion, that circumstances have changed such that the Naming chosen by the Donor would adversely impact the reputation, image, mission, or integrity of the Foundation or the

City, by a continued association with Donor and the continuation of the Naming provided for herein.

- b. If the Foundation Board determines to terminate this Agreement, the Donor shall be given thirty (30) days' written notice and, if reasonable, an opportunity to correct the circumstances leading to the decision.
- c. Upon any such termination of this Agreement and/or the Naming Rights hereunder, the Board, the Foundation, and the City shall have no further obligation or liability to the Donor and shall not be required to return any portion of the Gift already paid. The Board, however, may, in its sole and absolute discretion, determine an alternative recognition for the Gift received.

6. **Publicity**

For purposes of publicizing the Gift and the Naming Rights, the Foundation and the City will have the right, without charge, to photograph the Donor and use the names, likenesses, and images of the Donor in photographic, audiovisual, digital, or any other form of medium (the "Media Materials") and to use, reproduce, distribute, exhibit, and publish the Media Materials in any manner and in whole or in part, including in brochures, website postings, informational and marketing materials, and reports and publications describing Foundation's development and business activities, during the term of this Agreement.

7. **Assignment.** This Agreement and the rights and benefits hereunder may not be assigned by either party without the prior written consent of the other party, which consent shall be in the sole and absolute discretion of the non-assigning party.

8. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with regard to the matters referred to herein, and supersedes all prior oral and written agreement, if any, of the parties in respect hereto. This Agreement may not be modified or amended except by written agreement executed by both parties hereto. The captions inserted in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.

9. **Board Approval.** This Agreement and the recognition and naming rights provided for herein are subject to approval by the City and further will not be effective unless and until approved by the Board of the Foundation.

**Idaho Central Credit Union**

**Panhandle Parks Foundation**

By \_\_\_\_\_  
(Printed Name) \_\_\_\_\_  
Title: \_\_\_\_\_

By \_\_\_\_\_  
(Printed Name) \_\_\_\_\_  
Title: \_\_\_\_\_

**GENERAL SERVICES/PUBLIC WORKS  
STAFF REPORT**

**DATE:** April 26, 2021

**FROM:** Bill Greenwood, Parks & Recreation Director

**SUBJECT:** Parks & Recreation Code Amendments (action required)

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**DECISION POINT:**

Should the General Services/Public Works recommend to City Council that they adopt amendments to the City Code with respect to the Parks & Recreation Commission?

**HISTORY:**

We have changed the wording for a school district member from “school district 271” to “community education”. It is still required that such member is either a member of the school board or an administrative staff person. The student representative from school 271 position will no longer be part of the quorum, but will continue to vote and have input. There has been some difficulty with the student attending consistently which was problematic to achieving a quorum. The commission quorum will now be four instead of five. The other change is to clarify that if a member misses three consecutive meetings, that member is subject to removal by the commission chair.

**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 Parks & Recreation Commission, as well as provide a clearer outline for all new members to follow.

**DECISION POINT/ RECOMMENDATION:**

General Services/Public Works recommends that City Council adopt the changes to the Municipal Code regarding the Parks & Recreation Commission City Code.

ORDINANCE NO. \_\_\_\_\_  
COUNCIL BILL NO. 21-1009 \_\_\_\_\_

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF COEUR D'ALENE MUNICIPAL CODE SECTIONS 4.05.070 AND 4.05.090; 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 4.05.070 of the Coeur d'Alene Municipal Code be amended as follows:*

- A. A parks, recreation and cemetery commission is hereby established. The commission is an advisory group who will consist of eight (8) members with the following makeup:
  - 1. A ~~preferred, but not required,~~ representative of ~~school district 271~~ community education who ~~was~~/is either a member of the school board or an administrative staff person;
  - 2. A high school student, between the ages of fourteen (14) and eighteen (18), who attends school in school district 271;
  - 3. A member of the city council; and
  - 4. Five (5) residents of the city.
- B. Commission members will be appointed by the mayor and confirmed by the city council and may be removed in the same manner.
- C. Commission members will serve for a term of three (3) years or until his or her successor is appointed and qualified, except for the high school student whose term shall be one year. Vacancies on the commission occurring before the expiration of a term, will be filled by the mayor for the remainder of the term.
- D. Commission members will be selected without respect to political affiliation and will serve without compensation.
- E. The ~~e~~City ~~p~~Parks and ~~r~~Recreation ~~d~~Directors will serve as liaisons to the commission.

**SECTION 2.** *That section 4.05.090 of the Coeur d'Alene Municipal Code be amended as follows:*

- A. At their first meeting of each fiscal year, the members of the commission will elect one of their members to serve as chairperson and elect other officers as may be necessary.

B. A quorum of ~~five-four~~ (54) members is necessary for the commission to conduct any business or reach any decisions. The high school member shall not be counted for quorum purposes. All decisions must be approved by a majority of commission members present and participating at meetings.

C. Commission meetings must meet the requirements of the Idaho open meeting law. The commission will strive to maintain meetings that are expeditious and orderly. The chairperson is empowered to keep the meeting progressing expeditiously, including cutting off debate, determining appropriate comments, and ensuring that decisions by the commission are arrived at collectively, rather than as individual members.

D. If a member misses three consecutive meetings, that member will be subject to removal by the Parks and Recreation Commission Chair.

~~D~~E. The commission will meet regularly at a time and place determined by the commission.

**SECTION 3.** All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 4.** 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 5.** After its passage and adoption, a summary of this Ordinance, pursuant to the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication 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 May 4<sup>th</sup>, 2021.*

APPROVED, ADOPTED and SIGNED this 4<sup>th</sup> day of May, 2021.

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Steve Widmyer, Mayor

ATTEST:

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Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_  
Amending Sections of 4.05.070 and 4.05.090 of the Municipal Code  
Of the City of Coeur d'Alene

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF COEUR D'ALENE MUNICIPAL CODE SECTIONS 4.05.070 AND 4.05.090; 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 sections 4.05.070 and 4.05.090 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 4<sup>th</sup> day of May, 2021.

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Randall R. Adams, Chief Deputy City Attorney

OTHER BUSINESS

**CITY COUNCIL  
STAFF REPORT**

DATE: May 4, 2021

FROM: Hilary Anderson, Community Planning Director

RE: East Sherman – Proposed Development Plan and Request for Spending Authority to Improve City-owned Properties Located at 1516 and 1620 E. Sherman Avenue

**DECISION POINT:**

Should Council authorize staff to proceed with the proposed Development Plan for the two City-owned properties located at 1516 and 1620 E Sherman Avenue and authorize spending authority for up to \$24,300 to complete the project?

**HISTORY:**

The City entered into an agreement in April 2019 to exchange real property with Society of St. Vincent De Paul in the City of Cda, Inc. and the St. Vincent De Paul Salvage Bureau, Inc. for properties located at 1516 and 1620 E. Sherman Avenue in exchange for real property owned by the City located at 102/106 East Homestead in Coeur d'Alene. The City Council approved the exchange after a public hearing on June 4, 2019, and the transaction closed and the City obtained the properties on December 20, 2019.

During the public hearing, staff shared possible uses of the two properties and community preferences for how the sites could be utilized to further support the East Sherman revitalization efforts. A variety of uses were suggested with varying costs and levels of improvement, some requiring public-private partnerships or possible future acquisition of the sites by private parties for redevelopment purposes. While staff presented the various uses that could be achieved on the properties, it was also noted that the short-term goal and lowest cost investment would be to provide pocket park greenspace to allow for community gathering places and public parking to support the growing business community and avoid the potential challenges like the City has been experiencing with parking in Midtown. Longer term goals could include land exchanges and/or public-private partnerships in support of redevelopment consistent with the community vision outlined in the draft East Sherman Revitalization Plan.

Staff came before the City Council at the August 18, 2020 meeting to request authorization to demolish, abate and improve the two properties in support of pocket park/public parking uses. As staff analyzed the properties prior to the August 2020 meeting, it was determined that the buildings and parking lots were not inhabitable in their state and were not built to commercial standards. So, any upgrades to the buildings to allow for repurposing them would require costly improvements. The asphalt was in poor condition and there were grade separation challenges and large cracks that could prove to be a challenge and likely cost as much to salvage it as new pavement. For these reasons, staff made the recommendation to move forward with the demolition and improvement of the properties. At that meeting, Council authorized staff to spend \$79,465 to abate, demolish and improve the two properties and to come back with a development plan (including a long-term use plan) and budget for improvements.

Per Council direction, the two former motels were demolished and abated in 2020, including backfilling the holes where the buildings had been, and placing soil tackifiers to the exposed soil and silt fencing to ensure stormwater best management practices until the sites could be improved in 2021. The City worked with Summit Environmental, Inc. for the asbestos abatement and Talisman for the demolition of the buildings.

Fencing was rented from Angler Fencing and Construction LLC to secure the demolition activities. These improvements removed the hazards and prevented runoff.

Staff has been working together to evaluate the most viable and cost-effective options for the two sites based on community input and direction from Council at the August 18, 2020 meeting.

## **PERFORMANCE ANALYSIS:**

Staff has evaluated both sites and is making the following recommendations.

### Sherman/17<sup>th</sup> (1620 E Sherman Avenue):

Parks and Recreation Director Bill Greenwood and Trails Coordinator Monte McCully have been working on a proposed multipurpose/multi-use design for the property at Sherman and 17<sup>th</sup> (1620 E. Sherman Avenue) in coordination with Streets & Engineering, Planning and Administration. Bill also worked with Council Member Miller to attempt to get some funding from Rotary Club through possible naming rights in conjunction with their Sherman Square project. That has been unsuccessful to date, but naming rights could be an opportunity moving forward to help offset improvement costs for this property.

This site is in an ideal location for a multipurpose pocket park for the East Sherman District with green space and some public parking off of the alley and along both of the frontages (Sherman and 17<sup>th</sup>) to support neighborhood use for recreation, picnics, events, allow for special events (including farmers markets) by the businesses and neighborhood, and help activate the district. Because the property is on a corner, it also offers the potential for 17<sup>th</sup> Street adjacent to the property to function as an event street to allow for community events to take place within the park and adjacent right-of-way.

Staff's proposal is to have micro clover and low-maintenance landscaping including trees, ornamental grasses and shrubs, decorative rocks, irrigation, lighting, power for events and City usage, a flat concrete platform for the potential of live music, a porta potty with a shelter, below grade storm drainage on the east side of the lot, and public parking off of the alley, including an ADA stall. The site would also have the potential for picnic tables and benches to further support use of the park by various age groups and allow for picnicking, which could benefit patrons for restaurants and food trucks along the corridor.

Other improvements at this location would include removing the approach on East Sherman, replacing the sidewalk in that location, installing an ADA ramp at the corner of Sherman Avenue and 17<sup>th</sup> Street, and extending sidewalk down 17<sup>th</sup> Street to provide an accessible route to the porta potty and public parking off of the alley, including an ADA van-accessible stall. This design would also result in three additional on-street parking stalls on Sherman Avenue. This would result in 11 new parking spaces, including one accessible space.

The property will have a 200 amp service with 50 amp power to allow for food trucks and live music. There will also be outlets on the light poles to allow for lighting for events and power for vendors.

This site has the option for a future park sign at the northeast corner, which could be paid for if naming rights are secured. Additionally, it can include a site for donated artwork. Signage will be posted with hours of the park so that the Police Department can do enforcement, similar to other public parks.

This proposed design and improvements on this property would achieve the benefits of both a pocket park and public parking lot.

### Sherman between 15th/16<sup>th</sup> (1516 E Sherman Avenue):

Upon further review of the property on Sherman between 15<sup>th</sup> and 16<sup>th</sup> Streets, it appears to be best suited for potential future development, rather than developing it as a public parking lot or making significant improvements for a pocket park. Therefore, staff is proposing very minimal improvements to the property to make it clean and green. The site will only need limited grading to create an area for stormwater, irrigation, seeding, and some large rocks to line the southern border to prevent vehicular access and allow for passive use. These improvements will set it up well for current and future use with very little effort or expense. The Parks & Recreation Department already has a large supply of rocks for use along the southern border adjacent to the alley and the irrigation will be able to be reused at other locations in the future, if the site is ever traded or sold for development. Staff is proposing that while in the City's ownership, the site can function as a simple pocket park for neighborhood use, recreation and events. This site is not currently planned to have power, lighting, parking, or a porta potty. Given its location, this site could be an ideal location for a mixed-use project or an affordable/attainable housing project in support of community goals identified through the public input process over several years for East Sherman.

Both parcels would maintain power, water and wastewater connections, making both parcels development-ready. Unlike the proposal in August 2020, staff did not feel there was a need to spend money to bring in structural fill. Additionally, staff is only proposing improving 1620 E. Sherman Avenue) to become a multipurpose/multi-use pocket park with public parking for the long-term. As noted above, staff now believes the expense and improvements are not warranted at 1516 E. Sherman Avenue given its location within the corridor and prime location for a future development. As such, staff is proposing the minimal improvements noted above to make it usable in the short-term, but allow for maximum potential with limited expense.

The Parks and Recreation Department would be able to mow the properties, collect trash, and attend to needs of the pocket parks while they are attending to the City-owned property at Sherman Avenue and Coeur d'Alene Lake Drive. Due to the low-maintenance landscaping and micro clover, this would require minimal staff time to keep the parks operational and well maintained.

The Streets and Engineering and Parks and Recreation crews are ready to begin improvements right away, which would allow the properties to be ready for use as soon as the micro clover has established.

### East Sherman Revitalization Plan & Community Input

Staff's proposals are in support of the draft East Sherman Revitalization Plan that recognizes the importance of community gathering spaces, including pocket parks and event streets, as well as supporting an active and healthy lifestyle, a community gathering place, and a safe and family-friendly neighborhood, in addition to other key aspects of a vibrant district. The draft plan also addresses the need to create additional public parking. The draft Revitalization Plan is based on community input. In particular, the 1620 E. Sherman Avenue site is ideal for a pocket park and event street along 17<sup>th</sup> Street.

Action Items in support of these improvements are listed below:

- AI.9: Provide flexible public spaces
- AI.10: Create public parking lot

### 2021 Parks and Recreation Master Plan

The adopted 2021 Parks and Recreation Master Plan includes a proposed neighborhood park in the vicinity of the 1620 E. Sherman Avenue property. Improving this site as a pocket park would be in support of the plan.

## Benefits of Pocket Parks

According to conservationtools.org, “parks provide a great benefit to citizens, both who live nearby and tourists. In addition to their many environmental benefits..., parks create an economic benefit for governments and individuals.”

AARP has a step-by-step guide for [Creating Parks and Public Spaces for People of All Ages](#). As stated in the guide, “Public parks are important places for building a sense of community and social belonging. They are spaces that belong to everyone, regardless of age, gender, ethnicity, religion or income...”

AARP offers a list of factors for Quality Parks and Green Spaces, which includes these five categories:

1. Improve Physical Health
2. Provide Mental Health Benefits
3. Create Cleaner Air and Water
4. Enhance Community Connections
5. Add Value and Save Money

A common goal is to have a park within a 10-minute walk. This pocket park meets that intent for the East Sherman District and surrounding neighborhoods.

## Long-Term Use Plan

Staff’s recommendations for improvements to the two City-owned properties would be in support of recreation, picnicking, small events, farmer’s markets, and use by the community and patrons of the surrounding businesses.

The site improvements at 1516 E. Sherman Avenue allow for maximum flexibility in the short and long term. Staff believes this property is best suited for future development, either through a land exchange or sale. Some options for that site could include a mixed-use project with some retail/restaurant use on the ground floor and residential above or affordable/attainable housing. Other potential uses could be evaluated based on community priorities and needs. Staff does not have a recommendation on timing for any future uses. With the clean and green improvements, the site could remain an amenity for the community for the short, mid or long-term.

In staff’s opinion, the pocket park at 1620 E. Sherman Avenue should be a long-term amenity for the community, allowing a multitude of uses, and would support the business district and surrounding neighborhoods, while meeting community goals outlined in the adopted Parks and Recreation Master Plan and the draft East Sherman Revitalization Plan. There is evidence of public investment through pocket parks acting as economic catalysts. Staff recommends that this site be kept as a pocket park with public parking off of the alley.

## **FINANCIAL ANALYSIS:**

Parks & Recreation Department: \$9,300 (savings from Parks Capital and Operating)

- Irrigation – both sites
- Hydroseeding micro clover – both sites
- Trencher rental
- Rototiller rental
- Trees and shrubs
- Porta potty structure and pad



Streets & Engineering Department: \$15,000 (savings from Winter budget)

- Power pedestal
- Sidewalks on 17<sup>th</sup>, replace approach with new sidewalk on Sherman, ADA ramp, curbing
- Westside pad for bands
- Electrical
- Grading work – both sites
- Below grade storm drainage

As noted above, funding to improve both City-owned properties would come from budget savings from the Parks and Recreation and Streets and Engineering Departments current approved FY 20/21 budgets.

**DECISION POINT/RECOMMENDATION:**

The City Council should authorize staff to proceed with the proposed Development Plan for the two City-owned properties located at 1516 and 1620 E Sherman Avenue and authorize spending authority for up to \$24,300 to complete the project.

**Attachment:**

See attached emails of support

## ANDERSON, HILARY

---

**From:** Chris Meyer <cmeyer@parkwoodproperties.com>  
**Sent:** Tuesday, April 27, 2021 10:26 PM  
**To:** GOOKIN, DAN; ENGLISH, DAN; EVANS, AMY; MILLER, KIKI; WOOD, CHRISTIE; MCEVERS, WOODY; WIDMYER, STEVE  
**Subject:** Proposed pocket parks on E Sherman

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Mayor and Council,

I'm writing to support the pocket park concepts proposed for the City owned properties on East Sherman Ave at 17<sup>th</sup> and between 15<sup>th</sup> and 16<sup>th</sup>. As a member of the East Sherman Leadership Committee and an 11 year resident of the neighborhood I can assure you that this proposal aligns with the strategic needs of this amazing emerging neighborhood.

Creating an activated pocket park at 17<sup>th</sup> with some additional off-street parking and restroom facilities will provide a welcome patch of green and a safe gathering spot for the neighborhood. A music stage pad and site lighting will help foster programming and events in this central location and create a comfortable and welcoming space for the community to connect. The added off-street parking could have a catalytic effect on the burgeoning retail redevelopment activities in this area and amplify the success of Moon Time, Wine House and the numerous other proposed food and beverage concepts in the neighborhood.

Keeping the site between 15th/16<sup>th</sup> at a more basic level of improvement seems fiscally prudent and conserves scarce resources. A higher density redevelopment could be appropriate in the future but a simple quiet mid-block green oasis is a nice counterpoint to the more activated corner pocket park idea.

I appreciate your consideration of my comments and hope that these projects can be executed yet this spring as another step in the revitalization of our East Sherman neighborhood!



Chris Meyer Partner | [Parkwood Business Properties](#)

2100 Northwest Boulevard | Suite 350, Coeur d'Alene, ID 83814

**Parkwood** [cmeyer@parkwoodproperties.com](mailto:cmeyer@parkwoodproperties.com) | T: 208.667.4086 | F: 208.667.5147

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## ANDERSON, HILARY

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**From:** Chad Oakland <chad@northidahochad.com>  
**Sent:** Tuesday, April 27, 2021 11:37 AM  
**To:** ANDERSON, HILARY  
**Subject:** East Sherman/former motel sites

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hilary,

I wanted to send an email in support of the city looking into a possible "welcome/pocket" park in the former Sandman motel site.

For as long as I remember, East Sherman has been a topic of discussion with different mayors and staff with no solution ever agreed upon.

With the city purchasing and demolishing the 2 former motels, it gives an opportunity to make East Sherman more attractive to businesses, and housing.

I think a small green park, and possibly a welcome board with a Sherman Ave map (??) showing folks what we have to offer. Sherman is going to fix itself just by sheer lack of space downtown, but what a boost this will offer. We already have some new businesses and restaurants claiming stake down there, and this would show some support from the city.

With other properties needing some attention (putting it nicely) why wouldn't the city step up and show their support...actions speak louder than words. I think you will be surprised what this could do for revitalizing East Sherman

There is not a single park east of 15th Ave downtown, I believe something is better than nothing.

Please put me down in support of this proposed project!

Chad Oakland

--

Thank you for your business!!

**Chad Oakland**, Realtor/Principal  
#1 Selling Agent in Kootenai County for the past decade

**Northwest Realty Group**  
2022 N Government Way  
Coeur d'Alene, ID 83814

## ANDERSON, HILARY

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**From:** Gail Hewett <gailhewett66@gmail.com>  
**Sent:** Tuesday, April 27, 2021 3:11 PM  
**To:** ANDERSON, HILARY  
**Subject:** 17th East Sherman/ 15th-16th East Sherman notice of proposal support

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

To whom it may concern,

I am writing this today in full support of the proposals being submitted for the proposed use and development of these properties at 17th East Sherman and 15th-16th East Sherman.

The proposed pocket parks on these two city owned properties would be an ideal location and use of space for the business and local community at large. These are ideal locations and design concepts to support the East Sherman Revitalization vision. I believe the addition of the potential green space, possibility of additional parking and multi purpose use would be of great benefit to the city, residents of East Sherman and for Coeur d Alene as a whole.

I personally own my personal residence as well as owning a commercial building in East Sherman and I am in complete support of these two properties and the development that is currently being proposed.

The pocket parks would be a wonderful addition to this great area of downtown Coeur d Alene. I am in support and totally agreement in this vision to help achieve and move the East Sherman movement and revitalization to the next step in helping make this a reality. This will not only promote additional and existing businesses to thrive and to prosper, but knowing their city is also committed to this area's future.

I also envision the local community to fully embrace these improvements to East Sherman. Our neighbors walking along East Sherman's sidewalks, dining at the local eateries ( existing and new entrepreneurs), buying an ice cream at Rogers and walking with their families to these proposed pocket parks and being a part of this wonderful community know as East Sherman. I envision a wonderful collaboration and benefit to all in regards to the East Sherman district.

Thank you,

Gail Hewett  
208.966.4218  
Gail@Lakeshorenw.com

--

Gail Hewett 1-208-966-4218  
Broker Associate  
Lakeshore Realty-1080 E Lakeshore Drive

**From:** Junior Briseno  
**Sent:** Tuesday, April 27, 2021 12:56 PM  
**To:** ANDERSON, HILARY  
**Subject:** Re: East Sherman sites - email/letter of support

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hilary,

We support the pocket park of 17th and Sherman. A much needed improvement to the area promoting appeal to tourists and future homeowners for our community.

Crystal & Junior Briseno  
Junior's Cocina Mexicana  
313 E. Coeur d'Alene Lake Drive.

# East Sherman –

Proposed Development Plan and Request for  
Spending Authority to Improve City-Owned  
Properties at 1516 and 1620 E. Sherman Avenue

City Council Meeting  
May 4, 2021



## Decision Point:

Should Council authorize staff to proceed with the proposed Development Plan for the two City-owned properties located at 1516 and 1620 E Sherman Avenue and authorize spending authority for up to \$24,300 to complete the project?



# History



**City-Owned Properties -- Former Star Haven (1516 E. Sherman) & Sandman (1620 E. Sherman)**



## Previous Conditions

1516 E. Sherman Ave. (former Star Haven Motel)



1620 E. Sherman Ave. (former Sandman Motel)



## Current Conditions: 1516 E. Sherman Ave.





Current Conditions: 1620 E. Sherman Ave.



Performance Analysis

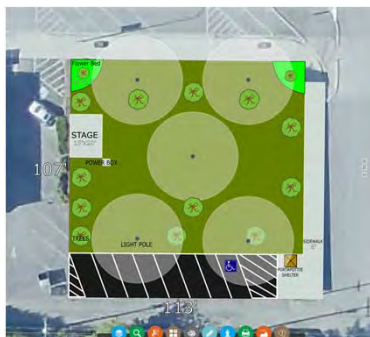
## Proposed Improvements: 1516 E. Sherman Ave.

- “Clean and Green” – Micro Clover, Irrigation, and Rocks as Barriers



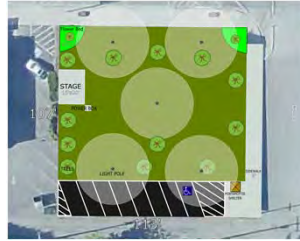
## Proposed Improvements: 1620 E. Sherman Ave.

- Micro Clover
- Trees, Shrubs, Ornamental Grasses
- Decorative Rocks
- Porta Potty with Shelter
- Concrete “Stage”
- Lights & Power
- Below Grade Stormwater



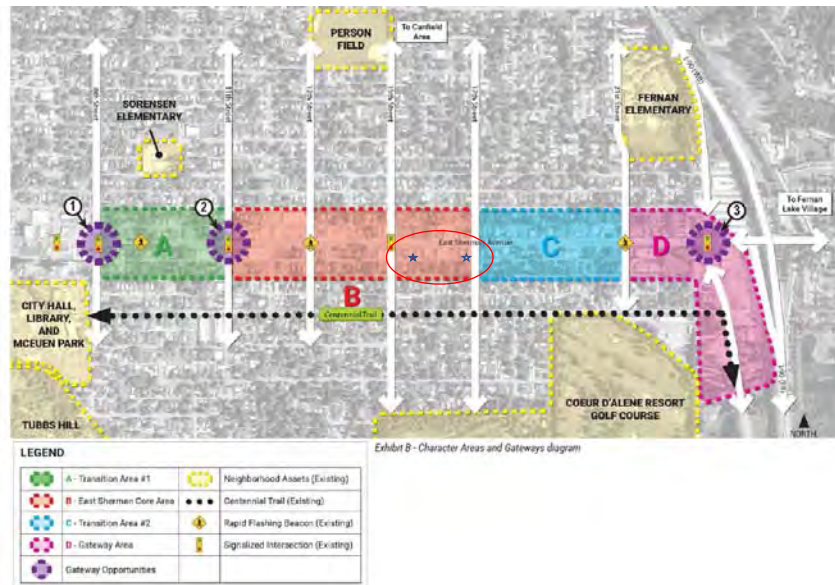
- Sidewalk along 17<sup>th</sup>
- Remove Approach, replace Sidewalk on Sherman, and ADA ramp
- 11 new Public Parking Spaces
- Site for Park Sign
- Opportunity for Artwork

## Design Concept & Uses: 1620 E. Sherman Ave.



## East Sherman Draft Revitalization Plan

## East Sherman Character Areas & Gateways Map



## East Sherman *Draft* Revitalization Plan Related Action Items

- AI.4: Encourage a variety of housing choices
- AI.9: Provide flexible public spaces
- AI.10: Create public parking lot



### OFFERING MORE COMMUNITY GATHERING SPACES

Spaces for community gathering and socializing are an important element of thriving neighborhoods. Integrating more of these dedicated spaces into the East Sherman neighborhood was a priority outcome identified by the public. The following ideas were explored during the Design Studio:

#### Converting a Side Street into an Event Street

The top rendering represents an idea for transforming a side street off East Sherman Avenue into an "event street" that can accommodate events, while still allowing for through traffic and on-street parking during times when there is not an event.

#### Converting a Vacant Property into a Pocket Park

The other two renderings on this page show how a vacant property could be made into a pocket park. The middle row indicates a lighter, quicker, cheaper variation - adding some concrete or pavers with bistro tables and chairs and a lawn with games and seating. The existing building could open onto the park with additional seating and activities.

# EAST SHERMAN IS A NEIGHBORHOOD THAT...



SUPPORTS AN ACTIVE AND HEALTHY LIFESTYLE.



OFFERS A POSITIVE AND LASTING IMPRESSION OF OUR COMMUNITY.



IS A MARKETPLACE WHERE YOU CAN EXPERIENCE CRAFT, ARTISANS, CULTURE AND ENTERTAINMENT.



OFFERS A MIX OF HOUSING CHOICES.



HAS STREETS THAT SAFELY AND COMFORTABLY ACCOMMODATE VEHICLES, BICYCLISTS AND PEDESTRIANS.



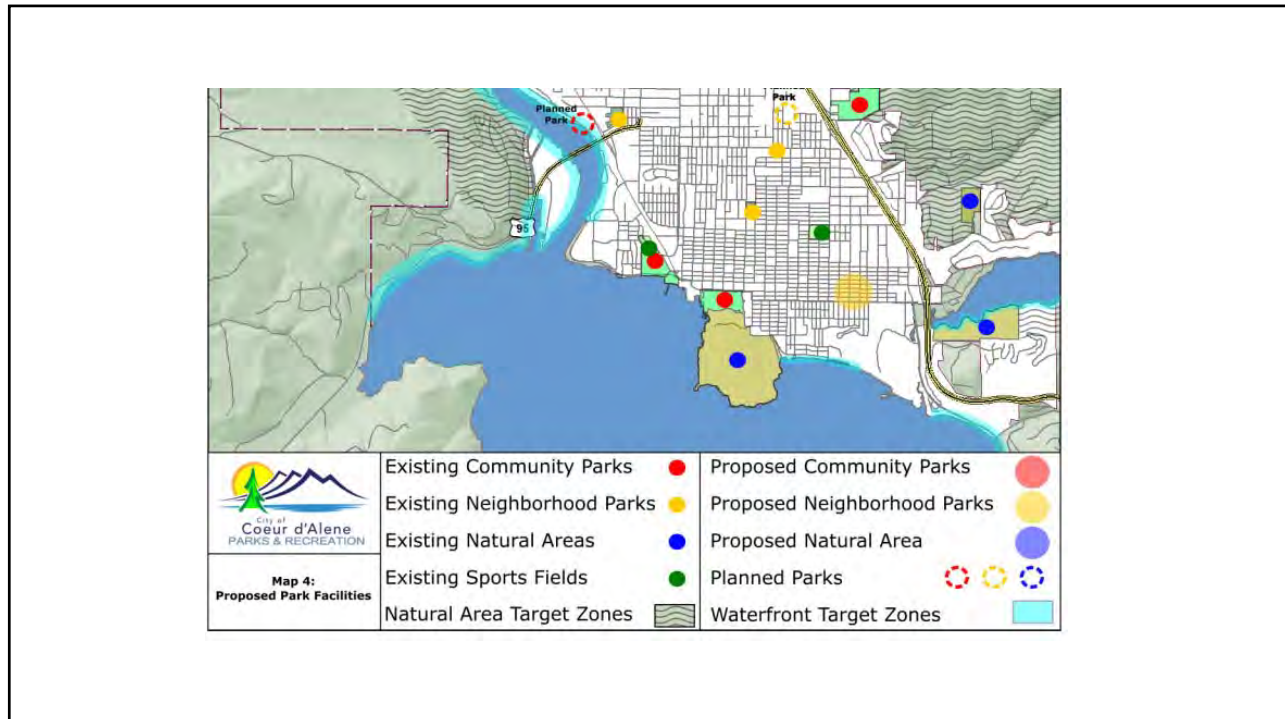
IS A COMMUNITY GATHERING PLACE.



IS SAFE AND FAMILY-FRIENDLY.



## 2021 Parks & Recreation Master Plan



## Long-Term Use Plan

### 1516 E. Sherman Avenue

- Short-Term: pocket park with minimal improvements/investment
- Mid-Term: could remain park; preferable for development
- Long-Term: could remain park; preferable for development

### 1620 E. Sherman Avenue

- Short- and Long-Term: improved pocket park with public parking as long-term amenity and economic catalyst

## Financial Analysis

- **Parks Department: \$9,300** - *(savings from Parks Capital and Operating)*
  - Irrigation – *both sites*
  - Hydroseeding micro clover – *both sites*
  - Trencher rental
  - Rototiller rental
  - Trees and shrubs
  - Porta potty structure and pad
  
- **Streets & Engineering Department: \$15,000** - *(savings from Winter budget)*
  - Power pedestal
  - Sidewalks on 17<sup>th</sup>, replace approach with new sidewalk on Sherman, ADA ramp, curbing
  - Westside pad for bands
  - Electrical
  - Grading work – *both sites*
  - Below grade storm drainage

## Decision Point/Recommendation

The City Council should authorize staff to proceed with the proposed Development Plan for the two City-owned properties located at 1516 and 1620 E Sherman Avenue and authorize spending authority for up to \$24,300 to complete the project.



**CITY COUNCIL MEETING  
STAFF REPORT**

**DATE:** May 4, 2021

**FROM:** Troy Tymesen, City Administrator/Arts Commission Liaison

**SUBJECT:** APPROVAL OF DONATION OF ART TO THE CITY'S PUBLIC ART COLLECTION

\*\*\*\*\*

**DECISION POINT:** To approve the donation of the art pieces "Cor Leonis" and "Noto Thistle" to the City of Coeur d'Alene's public art collection.

**HISTORY:**

The City of Coeur d'Alene Arts Commission Public Art Policy, adopted by the City Council pursuant to Resolution No. 00-101, on November 2, 1999, amended by Resolution No. 08-017, on April 1, 2008, and amended by Resolution No. 17-027, on May 2, 2017, designates the Coeur d'Alene Arts Commission as the standing committee charged by the City Council to oversee the Public Art program. Oversight responsibilities of the commission include donations of artwork to the public collection.

The Arts Commission has recently been approached regarding the donation of two (2) pieces of public art described as follows:

1. **"Cor Leonis,"** (see photo attached) is an 8' x3' x3' steel and stainless steel statue by artist Michael Ford Dunton, valued at \$35,000. The donors are Mr. and Mrs. Dunton of Coeur d'Alene, Idaho. There are shipping and installation costs of up to \$2,500, as the art is currently on display in Palm Desert, CA.
2. **"Noto Thistle,"** (see photo attached) is a steel sculpture by artist Dan Good and is currently a part of the ArtCurrents collection. The art piece is valued at \$6,200, and is being donated by the artist.

The Arts Commission has reviewed the proposed donations and recommends that they be accepted into the City of Coeur d'Alene's public art collection.

**FINANCIAL ANALYSIS:**

There is no cost to the City for the art pieces themselves, but there will be costs associated with the shipping and installation of one of the pieces, which will be covered by the public art fund. Installation will be accomplished in-house.

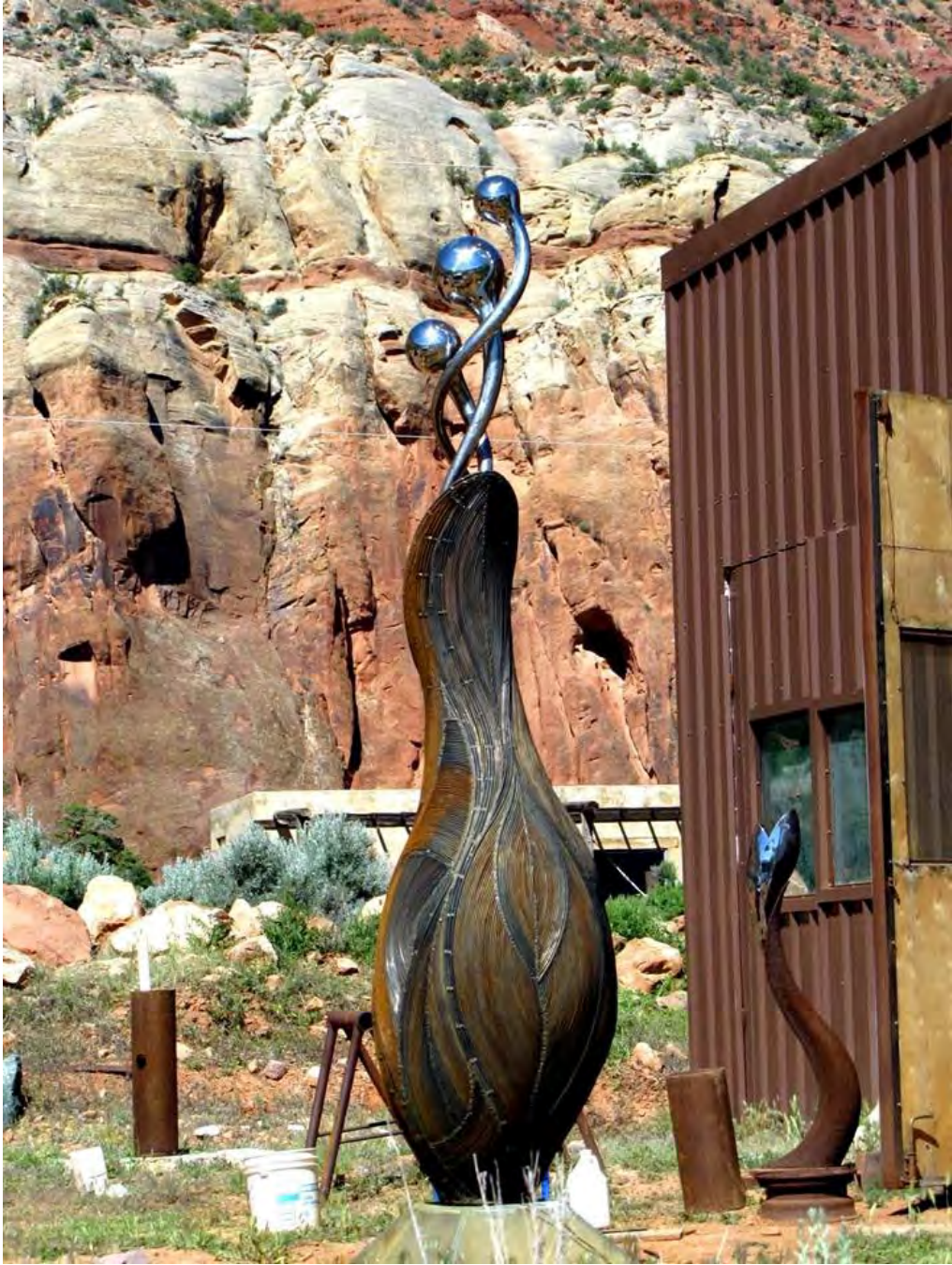
**PERFORMANCE ANALYSIS:**

Donations of quality pieces of art are an extremely cost-effective way to enhance and build upon the City's impressive public art collection. Public art can be a change agent for the community. It creates and establishes neighborhood and community identity and also enhances the visual landscape and character of the city. It turns ordinary spaces into community landmarks and promotes community dialogue and, most important, it's accessible to everyone.

**DECISION POINT/RECOMMENDATION:**

Approval of the donation of "Cor Leonis" and "Noto Thistle" art pieces to the City of Coeur d'Alene public art collection.





**“Cor Leonis”**  
**Artist: Michael Ford Dunton**



**“Noto Thistle”  
Artist: Dan Good**

RESOLUTION NO. 21-030

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING THE DONATION OF ART PIECES "COR LEONIS" AND "NOTO THISTLE" TO THE CITY'S PUBLIC ART COLLECTION.

WHEREAS, the City Administrator of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene accept the donation of art pieces "Cor Leonis" and "Noto Thistle" to the City's Public Art Collection; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to accept said art pieces;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City accept the donation of art pieces "Cor Leonis" and "Noto thistle" to the City's public art collection.

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

DATED this 4<sup>th</sup> day of May, 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 MCEVERS Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER WOOD Voted

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

**CITY COUNCIL MEETING  
STAFF REPORT**

**DATE:** May 4, 2020

**FROM:** Troy Tymesen, City Administrator /Arts Commission Liaison

**SUBJECT: APPROVAL OF THE PURCHASE OF A SCULPTURE TITLED “THE CLIMB,” BY ARTIST NATHAN ROBLES, IN THE AMOUNT OF \$9,000.**

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**DECISION POINT:**

To approve the purchase of a sculpture titled “The Climb,” by artist Nathan Robles, in the amount of \$9,000.

**HISTORY:**

In May, 2018, the City of Coeur d’Alene Arts Commission issued a call to artists for Fiscal Years 2019 and 2020, ArtCurrents Program. One (1) of the pieces selected was by artist Nathan Robles, titled “The Climb.” The art piece is made of steel and enamel paint and stands 7’ x 2.5’ x 3.5’. The artist is a resident of the pacific northwest. The ArtCurrents contract for this art piece expires on September 30, 2021. On April 27, 2021, the Arts Commission recommended the purchase of the statue, to be added the City’s permanent public art collection and eventually placed at Independence Point in the Lake URD District. A representative with the City of Coeur d’Alene has been in contact with the artist, Nathan Robles, and an agreement to purchase “The Climb” in the amount of \$9,000 has been agreed upon. The price of the statue was \$16,550, and if it had sold while in the ArtCurrents program, the artist would have received \$12,412.50, with the City receiving a 25% commission. After negotiation, Nathan Robles has indicated that he would be willing to reduce the price of the statue to \$9,000, which is a reduction of approximately 45% of the original asking price. The statue is currently on display on the corner of 6<sup>th</sup> Street & Sherman Avenue, and upon Council’s approval to purchase it will be moved to a permanent location at Independence Point.

**FINANCIAL:**

The total price for the statue is \$9,000. Funding for the purchase will come from the Public Art Fund – Lake District URD. Ignite CDA annually provides a percentage of its budget to the City for public art within the Urban Renewal Districts.

**DECISION POINT/RECOMMENDATION:**

Approve the purchase of Nathan Robles’s sculpture, “The Climb” in the amount of \$9,000.



**“The Climb”  
By Artist Nathan Robles**