

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 4 Rebound Idaho guidance for its public meeting. As such, we are abiding by the social distancing guidelines of 6' within the physical meeting room, and limiting seating, seating will be first come first serve. The meeting can be viewed live through Facebook live and/or the City's YouTube channel or on Spectrum Cable Channel 1301. The meeting is rebroadcast on Spectrum Cable channel 1301 and on YouTube through a link on the city's website (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 E - Public Comments** is identified by the Mayor. The Mayor and Council will not normally allow audience participation at any other time.

August 3, 2021: 6:00 p.m.

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Pastor Geoffrey Winkler with New Life Church

C. PLEDGE OF ALLEGIANCE:

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

E. 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**

F. ANNOUNCEMENTS:

- 1. City Council**
- 2. Mayor Appointment** – Stuart Wagner to the Parking Commission.

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

1. Approval of Council Minutes for the July 20, 2021, Council Meeting.
2. Approval of General Services/Public Works Subcommittee Minutes for July 26, 2021.
3. Approval of Bills as Submitted.
4. Setting of General Services/Public Works Committee meeting for Monday, August 9, 2021, at 12:00 noon.

H. OTHER BUSINESS:

1. **Resolution No. 21-046** - Setting the Preliminary Budget for Fiscal Year 2021-2022, and Scheduling a Public Hearing for September 7, 2021.

Staff Report by: Vonnie Jensen, Comptroller

I. GENERAL SERVICES/PUBLIC WORKS COMMITTEE:

1. **Resolution No. 21-047-** Approving a Lease Agreement with Jason Evans to Manage the Cancourse as a City Natural Park, and the Law Enforcement Mutual Aid Agreement with Kootenai County Sheriff's Department for Enforcement of State and County laws.

Staff Report by: Monte McCully, Trails Coordinator

2. **Resolution No. 21-048-** Acceptance of Bid and Award a Contract to GEA Mechanical Equipment US, Inc., for the Purchase of Centrifuge Dewatering Equipment in the Amount of \$419,100.00.

Staff Report by: Mike Becker, Wastewater Capital Program Manager

J. PUBLIC HEARING:

Please sign up to testify at <https://www.cdavid.org/signinpublic/Signinformlist>

1. (Legislative) V-21-03 Vacation of a Ten-foot (10') Strip of Right-of-Way Adjoining the Easterly Boundary of Lot 22 and the South Half of Lot 21, Block 3, of the Kaesmeyer Addition Plat, known as 401 S. 18th Street.

Staff Report by: Dennis Grant, Engineering Project Manager

- a. **Council Bill No. 21-1017-** Approving the vacation of a Ten-foot (10') Strip of Right-of-Way Adjoining the Easterly Boundary of Lot 22 and the South Half of Lot 21, Block 3, of the Kaesmeyer Addition Plat, known as 401 S. 18th Street.

2. (Legislative)V-21-04 Vacation of a Ten-foot (10') Strip of Right-of-Way Adjoining the Easterly Boundary of a Portion of Lots 6, 7, and 8, Block 13 of the Kaesmeyer Addition Plat, known as 1724 E. Young Avenue.

Staff Report by: Dennis Grant, Engineering Project Manager

- a. **Council Bill No. 21-1018**– Approving the Vacation of a Ten-foot (10') Strip of Right-of-Way Adjoining the Easterly Boundary of a Portion of Lots 6, 7, and 8, Block 13 of the Kaesmeyer Addition Plat, known as 1724 E. Young Avenue.

K. ADJOURNMENT



Coeur d'Alene CITY COUNCIL MEETING

August 3, 2021

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

ANNOUNCEMENTS

Memo to Council

DATE: August 3, 2021

RE: Appointment to Boards/Commissions/Committees

The following appointment is presented for your consideration for the August 3, 2021, Council Meeting:

STUART WAGNER Parking Commission (Appointment)

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

Sincerely,

Sherrie Badertscher
Executive Assistant

cc: Renata McLeod, Municipal Services Director
 Stephanie Padilla, Parking Commission Staff Liaison

CONSENT CALENDAR

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

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

Steve Widmyer, Mayor

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

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

INVOCATION: Pastor Pace Hartfield of One Place Church provided the invocation.

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

Atlas Waterfront Project Update: Tony Berns, Executive Director of ignite cda, presented a video of the current status of the Atlas Waterfront Park. He noted that the project goals were to preserve the waterfront as public space and to stimulate property development by solving the complex site issues. He said the project process included the City purchasing the property, ignite cda completing the master plan and then Urban Renewal Districts were created and/or expanded. He stated the next steps included public space development and upland land development. He said they held many community engagement and project meetings throughout 2018-2019. Phil Boyd, President of Welch Comer Engineering, discussed the many improvements that have been completed including the water access and shoreline stabilization, restored beach, accessible beach, accessible kayak/SUP launch, water access dog park, and playground. He explained the land disposition process which included the development standards, master plat and PUD, and RFP and land sales, and the roles ignite cda and the City each took. He went over the request for proposals (RFPs) phases 1 through 6, and the corresponding dates each launched, and/or upcoming launch dates in conjunction with the master plan, and the challenges of developing the remaining home sites. He mentioned that five (5) sites were through the Disposition and Development Agreement (DDA) process and currently working through RFP 3.

DISCUSSION: Councilmember Wood mentioned that Areas 1 & 2 would be single family homes, as shown on the presentation slide. Councilmember Evans asked if Area 13 was single family or multi-family with Mr. Boyd responding it could be either. Councilmember Wood asked about the total acreage and investment on the project, with Mr. Boyd responding the project

consisted of 60 acres, with total investment was roughly \$11-12 million. He said the built-out value would be estimated at \$250 million when complete. Councilmember Miller asked if the build-out timeframe had changed due to COVID-19, with Mr. Boyd stating there were some delays on the park portion, but not on Phase 1.

PUBLIC COMMENTS: Eric Swanbeck spoke about the deterioration of his neighborhood and the deterioration of the rental properties nearby. He said residents of the rental properties often held parties, let their dogs defecate on the lawns, left their floodlights on all night, and had thrown garbage on the streets. He stated it was no longer a nice quiet neighborhood. He said he has written to the rental companies and spoke with the owners, called code enforcement, animal control, and the Police Department with no resolution. He said he is discouraged from filing an unofficial complaint. He stated none of the Airbnb rentals in his neighborhood were permitted.

Mayor Widmyer stated they had reviewed Mr. Swanbeck's concerns and had researched the short-term rentals registered in his neighborhood. He stated the City couldn't eliminate short-term rentals but the City could ensure that they stayed in compliance. City Administrator Troy Tymesen stated they have reviewed the issue and in order to gain compliance, it would have to remain complaint driven, and encouraged Mr. Swanbeck to continue to alert the City when he sees problems.

Councilmember Gookin stated the City's light touch wasn't working, and would like to limit the vacation rentals and raise the permit fees. He stated the priority should be to the residents that live here, not the short-term renters.

Councilmember English stated he would encourage Mr. Swanbeck to continue to follow-up on the issues and felt some of the problems were with the state legislature and removing control from the local jurisdictions. He said the City would take a hard look and see what could be done.

Councilmember Miller said when they started the short-term rental program, they knew it would need to be reviewed and revised as time went on. She stated the City would need to add teeth to the code and that they were well aware of the issues.

ANNOUNCEMENTS:

Councilmember McEvers stated there was a guest in the recording booth and wished to welcome Eric Bruer. He said he was humbled by Candlelight Church's donation of \$16,500 dollars to help fix the air conditioner issues at Lake City Center.

Councilmember Miller stated that the Regional Housing and Growth Issues Partnership will have their Priority 1 item document out after July 26. Frequently Asked Questions (FAQs) have been updated and are available on Kootenai Metropolitan Planning Organization's (KMPO) website. She mentioned next up would be the regional housing assessment update, and they were working on a new priority which was local worker housing needs.

Councilmember Wood, North Idaho College (NIC) trustee, wished to recognize the City for the upgrades to Memorial Field.

CONSENT CALENDAR:

1. Approval of Council Minutes for the June 30, 2021, and July 6, 2021, Council Meetings.
2. Approval of General Services/Public Works Committee Minutes for the July 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, July 26, 2021, at 12:00 noon.
6. Setting of Public Hearings for August 3, 2021:
 - a. V-21-03 Vacation of a Ten-foot (10') Strip of Right-of-Way Adjoining the Easterly Boundary Line of Lot 22 and the South Half of Lot 21, Block 3, of the Kaesmeyer Addition Plat.
 - b. V-21-04 Vacation of a Ten-foot (10') Strip of Right-of-Way Adjoining the Easterly Boundary Line of a Portion of Lots 6, 7, and 8, Block 13 of the Kaesmeyer Addition Plat.
7. Setting of a Public Hearing for August 17, 2021 - ZC-5-21 - A proposed zone change at 3221 N. 4th from R-12 to R-17; Applicant: Escalade Properties, LLC
8. **Resolution No. 21-043:** A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AN AGREEMENT WITH JACE PERRY D/B/A BACKWOODS WHISKEY BAR, FOR COMMERCIAL USE OF CITY STREETS FOR RECREATIONAL TRANSIT AND THE PURCHASE OF ONE (1) LIVE SCAN PLUS FINGERPRINTING MACHINE AND RELATED EQUIPMENT BY THE MUNICIPAL SERVICES DEPARTMENT.

MOTION: Motion by McEvers, seconded by Evans, to approve the Consent Calendar as presented, including **Resolution No. 21-043**.

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

RESOLUTION NO. 21-044

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AMENDMENT NO. 4 TO THE SOLID WASTE SERVICES CONTRACT WITH NORTHERN STATE PAK, LLC, D/B/A COEUR D'ALENE GARBAGE.

STAFF REPORT: City Administrator Troy Tymesen noted that the City's Solid Waste Services Contract (Contract) with Northern State PAK, LLC, d/b/a Coeur d'Alene Garbage Services (CDA Garbage), was effective July 1, 2016, and CDA Garbage has fully performed in accordance with the terms and conditions of the Contract during that time. In May 2018, CDA Garbage requested an increase in the fees for single stream recycling and a modification in the type of recycling which must be accepted under the Contract. Council approved amendments to the Contract for a period of one (1) year, and the amendments were continued for two (2) additional twelve (12) month periods. Mr. Tymesen said now that the recycling market appears to be calming CDA Garbage was willing to continue to operate under the terms of the Contract and Amendment No. 1, as

extended by Amendment Nos. 2 and 3. He said over the last seven (7) months, the cost to recycle has averaged \$10,062 per month and this was down from an average of over \$15,000 per month for the prior twelve (12) months. Due to savings experienced, no rate increase to the customers would be required. The recycling fee would be paid from the solid waste fund and the City would pay CDA Garbage an additional fee for the disposal of recyclables. He said the fee would be CDA Garbage's net cost per ton (including hauling and MRF fees) in excess of \$20 per ton (i.e., CDA Garbage will pay the first \$20 per ton). In addition, the City's monthly fee is capped at \$25,000. If the fee equals or exceeds \$20,000 per month for four (4) consecutive months, the parties would meet to discuss adjustments in the program to ensure the City's obligation will not exceed \$25,000 each month. The net cost would take into consideration any payments to CDA Garbage by the MRFs for the recyclables. This provision would continue to be in effect for 36-months, as opposed to the three previous one-year terms, and the parties would meet prior to the expiration of the term to negotiate any adjustment to the fee and the program itself. Mr. Tymesen requested Council approve Amendment No. 4.

DISCUSSION: Councilmember English asked if there was anything new in regards to glass recycling, with Mr. Tymesen responding there was no new information as the cost was still prohibitive.

MOTION: by Gookin, seconded by McEvers, to approve **Resolution No. 21-044**, Approval of Amendment No. 4 to the Coeur d'Alene Garbage Agreement for Single Stream Recycling for a 36 Month Extension.

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

(QUASI-JUDICIAL HEARING) A-2-21 – A PROPOSED 3.194 ACRE ANNEXATION FROM COUNTY AG SUBURBAN TO CITY R-3, LOCATED AT 2248 E. STANLEY HILL ROAD; APPLICANT: EUGENE & NANCY HAAG LIVING TRUST.

STAFF REPORT: Associate Planner Mike Behary stated the applicant was requesting the annexation of 3.19 acres in conjunction with zoning approval from County Agricultural-Suburban to the City of Coeur d'Alene's (City) R-3 zoning district in the Hillside Overlay. He said the Planning Commission held a public hearing on this item at their regular monthly meeting on June 8, 2021, and made a recommendation to approve the annexation request. This was the second time that the subject property has requested to be annexed into the City. In 2005, the applicant requested annexation into the City in conjunction with zoning to the R-3 zoning district in item A-7-05. The Planning Commission held a public hearing on this matter on August 9, 2005, and subsequently made a recommendation to City Council to deny the annexation request. City Council held a public hearing on October 4, 2005, and denied the request for annexation into the City. The three (3) findings that City Council made in denying the A-7-05 annexation request without prejudice in October 2005 were as follows: the proposal was not in conformance with the Comprehensive Plan policies, the physical characteristics of the site did not make it suitable for the request at the time because the steep topography, stormwater, drainage, and existing spring on the property made the subject property unsuitable for R-3 zoning, and the proposal would adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, and existing land uses

because if the property were developed to its full potential, R-3 zoning would be detrimental to the neighborhood character and the surrounding land uses. Mr. Behary added that at the Planning Commission hearing, it was stated that the Hillside Ordinance was adopted after the 2005 annexation request was denied. Staff looked into the matter after the hearing and discovered that the Hillside Overlay Ordinance was adopted in 2003 and it applied to all land within the Hillside Overlay and to all lands annexed into the City limits after May 1, 2005. Mr. Behary stated the notable differences between this annexation request (2021) and the 2005 request were private driveway access rather than a public through street, connection of Lilly Drive through subject site, and PUD with 10% open space rather than no open space. He said that the subject property currently has a single-family residence on 3.19 acres and the applicant was requesting to split the lot up and create four (4) additional residential buildable lots. The subject site is adjacent to the City limits along its west property line and currently zoned Agricultural-Suburban in the county. The subject site is located within the City's Area of City Impact (ACI), and has a significant slope and would be located in the Hillside Overlay if the annexation of the site was approved. The applicant's engineer indicated the slopes on the south portion of the property range from 20 to 25 percent, and they were aware that all development must adhere to the Hillside Overlay requirements. Mr. Behary said the applicant was proposing two (2) additional access points to the subject site, both from Lilly Drive, one on the west, and the other on the east side of the subject property. The existing house was served from Stanley Hill Road. The four (4) proposed buildable lots would have access off of the existing streets in addition to access from within the property from a proposed common driveway placed in a common tract. The proposed zoning district was consistent with the existing zoning of the surrounding properties in the vicinity of the subject property to the west within the City limits and was surrounded by County Ag-Suburban zoning to the northwest, north, east, and south. Approval of the requested R-3 zoning in conjunction with annexation would allow the potential uses of the property. Mr. Behary stated there were four (4) required findings for annexation. Finding #B8, this proposal (is) (is not) in conformance with the Comprehensive Plan policies, Finding #B9, public facilities and utilities (are) (are not) available and adequate for the proposed use, Finding #B10, the physical characteristics of the site (do) (do not) make it suitable for the request at this time, and Finding #B11, the proposal (would) (would not) adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, (and) (or) existing land uses. The Streets and Engineering Department had no objection to the annexation.

Mr. Behary asked Council to consider the request for annexation and make findings to approve, deny, or deny without prejudice.

DISCUSSION: Councilmember McEvers asked if the area shown on the map to the right was within the County, with Mr. Behary confirming it was. Councilmember Miller asked if there were extensive conditions, with Mr. Behary stating there were because of the hillside.

Councilmember McEvers asked about the access of the current house and if there was City water available. Mr. Behary responded there was City water but no sewer service on the existing property and if annexed, the sewer would be brought through the property. Councilmember Gookin asked about the egress on the three (3) parcels off of Lily Drive, and how would they have City addresses when the egress is to a county road. Mr. Behary stated after annexation the houses

would be given City addresses. Councilmember Wood asked where the natural spring was on the property, with Mr. Behary pointing it out on the map roughly in the middle of the parcel.

The Mayor opened the public comment portion of the hearing and the Clerk swore in all who provided testimony.

APPLICANT: Gordon Dobler, Dobler Engineering, spoke on behalf of the applicants. He stated they were completing three (3) things; annexation, PUD, and subdivision. He stated the project was R-3 and compatible with the surrounding neighborhood and they were proposing single family homes on 1/3 acre lots. He said City water and sewer were served on both sides of the parcel and would be brought through the property, and the lots would receive City addresses. The driveway approaches met Fire Department standards. He explained the hillside preservation requirements and stated they did meet the ordinance requirements. He stated the three (3) homes accessing Lilly Drive would generate two (2) trips during peak hour.

Councilmember McEvers asked about the sewer and water, with Mr. Dobler explaining sewer and water service would be extended from Lilly Drive. Councilmember Gookin asked about the elevation lines, with Mr. Dobler responding there was a 25% slope, and the Fire Department access was a 5% grade at the driveway. Councilmember Gookin asked about the preliminary Geotech report and why they did not complete the full report, with Mr. Dobler responding 95% of issues were seen at the ground area and are in the preliminary report. The full report goes into distance digging to rock, groundwater, etc. Councilmember Gookin asked if the intention was to build houses or subdivide, and mentioned the City didn't plow the county streets or fix pot holes, and the lots would be paying for City services they may not receive. Councilmember Wood asked about the density of the parcel and if any surrounding lots had the same density, with Mr. Dobler stating the proposed parcel has larger lots than surrounding properties. Councilmember Miller asked about the R-3 on the Stanley Hill side and if they were annexed before the Hillside ordinance, with Mr. Dobler stating it was done prior to the adoption of the Hillside ordinance. Councilmember Miller inquired as to how it would be assured the homes were protected from the runoff of water, with Mr. Dobler explaining the water would go back into the ground and the geotechnical report would address it.

OTHER PUBLIC COMMENTS:

Dale Dennis spoke in opposition to the project. He stated there was no information included in the notice stating what would be placed on the parcel and asked if restrictions could be placed on the development to limit it to the four (4) lots and their density. He said emergency access would be via a dead-end street, and traffic would be closer to 12 trips per day. He said there was a 120' drop on the hillside and the property had some challenges. He suggested an alternative would be to have Lilly Drive go through the property. Mr. Behary stated the applicant would be restricted to four (4) units.

Lauren Hayden spoke in opposition to the project. She stated in 2005 the project was rejected and the same reasons remain with the only change being the private driveway instead of the Lilly Drive punch through. She stated the project does not meet the findings required. She asked what the

benefit to the City would be if annexed, and requested Council deny the project with prejudice, and to deny the application.

Dodie McNeil stated she was familiar with the property as she has lived in the area for 50 years, and knows of the water cistern that was on the property. She stated it is constantly full and she was concerned what would happen to the soil when the trees were removed. She stated many people were not aware of the public meeting tonight and felt more would have shown up and been in opposition if they were properly noticed. She stated there was a lot of water on the hill. She stated her concerns were in regards to the water issue and increased traffic.

APPLICANT REBUTTAL: Mr. Dobler stated the current project was significantly different than the 2005 proposal. He said the current proposal had a PUD, open space, and a single drive approach instead of the punch through road for Lilly Drive as proposed in 2005. He has been told the cistern had been filled in and was no longer in use.

Councilmember Miller asked if the Hillside ordinance was in place in 2005 when the project was previously brought forward, with Mr. Dobler stating it was not adopted until 2007.

Mayor Widmyer clarified that the Planning Department had completed research on the Hillside ordinance, and it had been adopted in 2003.

The Mayor closed the public comment portion of the hearing.

DISCUSSION: Councilmember Gookin stated he didn't have an issue with the R-3 zoning, but had concerns about the steep hillside and didn't support the annexation. He asked for clarification in the motion language between denying, and denying with prejudice. Mr. Behary stated if Council were to "deny with prejudice", the applicant would have to wait one-year to apply again, and if Council were to "deny" the project, the applicant could amend the project and bring it back to Council at any time.

Councilmember Wood stated she didn't see any benefit to the City with the annexation.

Councilmember English stated he is familiar with the property. He said he wasn't sure how you would quantify the benefit of annexation to the City, yet felt it was good to convert lots off of personal wells and septic's to City services. He stated the annexation seemed reasonable.

Councilmember McEvers stated the previous issues for denial had been addressed in the current request, and they now had open space and had mitigated the road and water issues. He said he was in support of the annexation request.

Councilmember Evans stated she was comfortable with the proposed density.

MOTION: Motion by McEvers, seconded by Evans, to **approve** A-2-21 – A proposed 3.194 Acre annexation from County Ag Suburban to City R-3, located at 2248 E. Stanley Hill Road; Applicant: Eugene & Nancy Haag Living Trust, to direct staff to negotiate an annexation agreement, and to develop the necessary Findings and Order.

ROLL CALL: McEvers Aye; Gookin Nay; English Aye; Wood Nay; Evans Aye; Miller Nay.
With the Mayor voting Nay. **Motion failed**

MOTION: Motion by Gookin, seconded by Miller, to deny without prejudice A-2-21 – A proposed 3.194 Acre annexation from County Ag Suburban to City R-3, located at 2248 E. Stanley Hill Road; Applicant: Eugene & Nancy Haag Living Trust, to direct staff to develop the necessary Findings and Order.

ROLL CALL: McEvers Nay; Gookin Aye; English Nay; Wood Aye; Evans Nay; Miller Aye.
With the Mayor voting Aye. **Motion carried**

RECESS: Motion by Gookin, seconded by Miller to recess to July 29, 2021, at 12:00 p.m. in the Library Community Room, located at 702 E. Front Avenue for a workshop regarding the Fiscal Year 2021-2022 Budget. **Motion carried.**

The meeting recessed to July 29, 2021, at 8:11 p.m.

ATTEST:

Steve Widmyer, Mayor

Sherrie L. Badertscher
Executive Assistant

July 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
Monte McCully, Trails Coordinator
Mike Becker, Capital Program Manager, Wastewater
Randy Adams, Chief Civil Deputy City Attorney
Troy Tymesen, City Administrator
Michael Priest, Library Director

CITIZENS

Item 1. Approving a Lease Agreement with Jason Evans to manage the Cancourse as a City Natural Park, and approval of a Law Enforcement Mutual Aid Agreement with Kootenai County Sheriff's Department.

(AGENDA)

Monte McCully, Trails Coordinator, is requesting Council approve a Lease Agreement with Jason Evans to manage the Cancourse as a City Natural Park and approve a Law Enforcement Mutual Aid Agreement with Kootenai County Sheriff's Department for rule enforcement. Mr. McCully explained in his staff report that Jason Evans originally purchased the 135-acre "Cancourse" property located at the end of Shaddock Lane and adjacent to the City-owned Canfield Mountain Natural Area Park with the intention of opening it to the public for hiking and mountain biking. This property is located outside the City limits. Kootenai County contacted Jason and let him know that a special-use permit would be required in order to operate the park for the public. After reviewing the permit language, he realized he would be responsible for all the enforcement within the park boundaries which would be difficult to do. Jason approached the City to see if we would be interested in partnering with him to make this property function like a park. Under the Lease Agreement, his property will be considered a "Natural Park" and will be managed by the Parks Department with all rules posted at the trailhead, addressing hours of operation, and the prohibition of fires, camping, alcohol, smoking, fireworks, and unauthorized motor vehicles. The City will also be entering into an agreement with the Kootenai County Sheriff's Office for enforcement of these rules, since the property is in the county. Mr. Evans is currently building trails on the property according to a master plan created with the Parks Department and is following City trail building practices. After the Lease Agreement is accepted, the Parks Department will be responsible for the construction and maintenance of the trails and we will rely on Jason to help with these projects and ongoing maintenance and oversight of the park. There is on-street parking available on Shaddock Lane from N. 22nd St. to N. Copper Way. This section of road is 32 feet wide and meets our standards for streets with parking on both sides. The houses along this stretch are double frontage lots and have residential parking on the streets in front of each home, meaning this stretch of road is rarely, if ever, used by the residents for parking.

Councilmember Miller asked if Shaddock Park parking is free and how far is it from the trail head. Mr. McCully said parking is free and it is approximately two blocks from the city's trail head and 4 blocks from the Cancourse trail head. Councilmember Miller said with the trails being multi-jurisdictional, is there going to be signage showing what areas are owned by who and is there a website explaining about the Cancourse. Mr.

McCully said the plan is to install a kiosk at the Cancourse entrance that will have maps, rules, routes, parking rules, etc. He also said Jason Evans does have a website. They do plan to add the Cancourse to the City's website once staff has worked out the parking issues and before directing more people to that area. Councilmember Miller asked if Coeur d'Alene Fire would be the ones to respond to this area. Randy Adams, Chief Civil Deputy City Attorney said that area is generally outside the jurisdiction of the CDA Fire Dept. However, we do have mutual aid agreements with Kootenai County Fire and Northern Lakes Fire so CDA Fire could assist, if needed. Councilmember Miller asked if there any clubs that help with the trails. Mr. McCully said Jason Evans posts of his website when there are trail building days and several clubs and various volunteers show up to help with the trail maintenance.

Councilmember Gookin asked why Mr. Evans didn't just get a K.C. special use permit. Mr. McCully said if Mr. Evans went that direction, he would be solely responsible for any recreational use liability. With the City using it as a park any liability would fall under the Recreational Use statute. Mr. Adams confirmed that under the Lease Agreement the City assumes liability much like any other leased park or land that the City is using as a park. The City will not own the land but will have rights to it. Councilmember Gookin said he would appreciate seeing the actual cost to the City for managing this trail system. He also noted that he would not be supporting this request unless Mr. Evans annexed into the City or if he donated the property to the City.

Councilmember McEvers asked if, in theory, can Mr. Evans could build on this property right now. Mr. McCully said under the Lease Agreement he would not be able to build on the property. Councilmember McEvers asked if Mr. Evans can end the agreement at any time if he decides to develop the property. Mr. McCully said it is in the Lease Agreement that it must be mutually agreed upon by both parties. Mr. McCully added that he believes the reason Mr. Evans purchased the property is because he doesn't want to see the property developed and that is what the prior property owner wanted to do. Councilmember McEvers asked how we ended up with the property on Canfield. Mr. McCully said when the developer, Copper Ridge, was developing the area it was part of the agreement that they needed to provide the City with open space.

Councilmember Miller added that recently there was a regional citizen poll and one of the polls that came back was for cities to make their number one priority is preserving open space. This reflects that citizen don't want to see more housing, they want to see more open space. She sees this as a huge win to give the citizens what they asked for.

THE COMMITTEE FORWARD THIS ITEM TO THE FULL CITY COUNCIL WITHOUT A RECOMMENDATION.

Item 2. Acceptance of bid and award of a contract to GEA Mechanical Equipment US, Inc. for the purchase of Centrifuge Dewatering Equipment in the amount of \$419,100.00.

(Agenda)

Mike Becker, Capital Program Manager, Wastewater, is requesting City Council accept the bid of and award a procurement contract to GEA Mechanical Equipment US, Inc., for the purchase of the Wastewater Department's new centrifuge dewatering equipment in the amount of \$419,100.00. Mr. Becker explained in his staff report that the Wastewater Department (WW) uses a centrifuge dewatering unit or a belt filter press (BFP) to separate the liquid waste (centrate) from the biosolids. The centrifuge produces a drier biosolids cake which greatly decreases volume and therefore hauling and compost processing costs. The BFP serves as a back-up dewatering unit and has exceeded its useful service life, having been installed in 1999. Based on City growth projections and at the direction of the WW, HDR Engineers developed a Capital Improvement Plan (CIP) addressing the treatment facility's solids handling process. This CIP, titled Solids Handling Improvements

Project, included replacing the BFP with another larger centrifuge, upgrading the existing electrical equipment and controls, improving the centrate management process and biosolids loadout, expanding polymer storage, building structural modifications, and enhancing odor mitigation. In October 2020, the WW was informed that a new centrifuge unit would likely take up to 6 months for delivery. In an effort to minimize the project duration, reduce delays and contractor overhead, as well as improve quality control in centrifuge selection; the Department elected to solicit Requests for Proposals (RFP) for the purchase of dewatering equipment, including statements of qualification and sample bench test results, and acceptance of bids from prequalified centrifuge manufacturers. The goal was to pre-purchase the new dewatering equipment directly from the centrifuge manufacturer ahead of the Solids Handling Improvement Project. This project is scheduled and budgeted for construction next year (FY2021/2022). GEA's "add-on" is for an expanded controller system. The ControlLogix® is needed for compatibility between the new centrifuge equipment and existing treatment facility equipment and controls. The WW is requesting approval of their proposed \$17,600 cost adder bringing GEA's total bid to \$419,100.00. HDR has determined that the bid of GEA Mechanical Equipment US, Inc., is responsive and GEA is the low bidder for this procurement. The WW has the budget authority for this procurement. A multi-stage qualification process was implemented to ensure only qualified equipment manufacturers could provide a bid. As well, contact was made with another facility which is using the Westfalia Centrifuge units. Installed in 2018, those dewatering units are operating to their satisfaction.

MOTION: by Gookin, seconded by Miller, to recommend that Council accept the bid and award the contract to GEA Mechanical Equipment US, Inc., for the purchase of Centrifuge Dewatering Equipment in the amount of \$419,100.00. Motion Carried.

Item 3. PRESENTATION – Library

Michael Priest, Library Director, described the Mission of the Library as *"...committed to excellence in library services. Dedicated to lifelong learning, the library provides free and equal access to a full range of historical, intellectual, and cultural resources."*

Mr. Priest's presentation included the following discussion points.

- The Organizational Chart / positions within the library. The library has 13 full-time employees and 17 part-time employees
- 2020 in review – Impact of Covid-19/stats vs previous years
 - The 2020 Visitors stats (door count)
 - The 2020 Physical items checkout stats
 - The 2020 eBooks and eAudiobook stats
 - The 2020 Program attendance
- Music on Mondays Concerts
- Pumpkin Giveaway and Decorating Contest
- Visual Programs
- Stats so far in 2021
- Summer Reading Program
- Story times
- Outreach visits
- Goals for FY 2021-22
- Comparison with other Idaho Libraries

Councilmember McEvers asked if 'outreach services' has its own budget line or its own category. Mr. Priest replied "not at present." He said they currently have small outreach team of two staff members. They will bring in additional staff members, if needed. The team members responsibility is to make connections then go out into the community and provide programming and tailoring the program to what the specific group may want. Councilmember McEvers asked if a program is discontinued if there is not enough participation on a program. Mr. Priest said they do continually access the programs and some work and some don't.

A link to the full meeting and presentation can be found here: <https://youtu.be/vKvXBZGML1s>

The meeting adjourned at 12:53 p.m.

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

OTHER BUSINESS

CITY COUNCIL
STAFF REPORT

DATE: AUGUST 3, 2021
FROM TROY TYMESEN, CITY ADMINISTRATOR
SUBJECT: FISCAL YEAR 2021-22 FINANCIAL PLAN

Decision Point: To approve Resolution No 21-046, which sets the public hearing date and the high dollar amount (\$109,700,499) in expenditures for the 2021-2022 Fiscal Year Financial Plan (Annual Appropriation).

History: Idaho code requires that the City Council approve an appropriations ordinance each year. The purpose of the ordinance is to establish a ceiling for expenditures and disclose the potential property tax revenue necessary to balance the budget. The financial plan or budget is the guide and detailed report for establishing these numbers.

Financial analysis: The financial plan is an estimate of revenues and expenditures for the upcoming year. The expenditures are classified by department as well as by fund or service and the revenues are classified by source. Included in the budget document as per Idaho Code 50-1002 are actual revenues and expenditures from the prior two fiscal years, budgeted revenues and expenditures for the current fiscal year, and proposed revenues and expenditures for the upcoming fiscal year. The revenue includes a 3% increase in property tax revenue (\$700,738) and new growth from property taxes (\$322,260) but no foregone property taxes.

Decision Point: To approve Resolution No 21-046, which sets the public hearing date and the high dollar amount (\$109,700,499) in expenditures for the 2021-2022 Fiscal Year Financial Plan (Annual Appropriation).

Preliminary Financial Plan

Fiscal Year 2021-2022



History

Tax Year	Amount Taken of 3% Allowed
2022 Proposed	\$700,738 3%
2021	\$-0-
2020	\$655,361 3%
2019	\$-0-
2018	\$-0-
2017	\$490,553 2.5%
2016	\$-0-
2015	\$-0-
2014	\$-0-
2013	\$329,432 2%

Estimated New Growth with Preliminary Levy Rates

Increase to Property Tax Revenue	Preliminary Levy Rate	Amount Generated from New Growth
0%	.003480387	\$315,941
1%	.003515191	\$319,100
2%	.003549995	\$322,260
3%	.003584799	\$325,419

New Construction Year over Year

Tax Year	Tax Dollars
2022 - w/ a 3% increase	\$325,419
2021	\$454,272
2020	\$404,623
2019	\$492,918
2018	\$375,549
2017	\$325,934
2017 Deannexation	\$538,311
2016	\$827,349
2015	\$669,966

General Fund Fund Balance Projections

Unassigned Fund Balance at 9-30-2020	\$9,799,963
FY 2020-21 Budgeted Revenues	\$42,005,320
FY 2020-21 Budgeted Expenses	(\$43,245,426)
Estimated Fund Balance at 9-30-2021	\$8,559,857
FY 2021-22 Proposed Budgeted Revenues	\$45,173,381
FY 2021-22 Proposed Budgeted Expenses	\$46,428,959
Estimated Fund Balance at 9-30-2022	\$7,304,279
Two Months Worth of Revenues	\$7,528,897
* This is with a 3% increase to tax revenue	

Significant Revenue Changes

Total Increase in General Fund Revenue	\$4,063,519
3% Tax Increase	\$700,738
New Growth / Annexation	\$325,419
Increase in Use of Fund Balance	\$15,472
Total coming from Fund Balance:	
\$1,255,578	
Increase in State Funding	\$1,846,967

Significant Expense Changes

Total Increases in General Fund Expenses	\$4,063,519
Merit Increases	\$175,711
COLA Increases	\$666,882
1% Wage Adjustment - Public Safety	\$135,729
Health Insurance Increase	\$136,524
Additional Staff	\$1,365,342
Increase to Services and Supplies	\$786,164
Increase to Capital Outlay	\$168,002

URD Closure

Without HB 389	With HB 389
No cap - can take all growth	3% allowed increase plus new construction plus annexations plus URD closure is now limited to 8% cap above previous year's budgeted taxes
Previously Estimated at \$2.5 Million	Estimated at \$1 Million

8% cap on current year's budget would be \$1,422,543

Proposed City-Wide Personnel Changes

Police Sergeant	+1 FTE	\$133,095
Police Officers	+2FTE	\$213,696
Police Officer grant funded	+1 FTE	\$106,848
Firefighters	+3 FTE	\$266,319
Assistant Street Director	+1 FTE	\$103,706
Other Changes	-1.55 FTE	\$4,948
Total	6.45 FTE	\$828,612

Proposed Capital Purchases – General Fund

Police Department	Vehicles	\$228,740
Police Department	Vehicles - Equipment	\$191,000
Fire Department	Station Flooring	\$25,000
Street Department	Used Surplus Equipment	\$90,000
Building Maintenance	Police Building Chiller Unit	\$65,000
Building Maintenance	City Owned Building Repairs – 414 Fort Ground Way	\$30,000
Total		\$629,740

2% Property Tax Scenario Budget Reductions Suggested

Legal Department Personnel	\$176,595
2 Police Officers	\$213,696
Police Applications Analyst	\$67,756
Assistant Street Department Director	\$103,706
Streets Field Supervisor	\$85,938
Street Department Dump Truck	\$225,000
Parks Department Turf Vehicles	\$25,000
Parks Department Truck	\$30,000
Building Maintenance Truck	\$30,000
Building Inspection Vehicle	\$26,000
Police Department Vehicles & Equipment	\$83,948
Other	\$54,295
Decrease in Fund Balance Spending	\$1,121,934

2% Property Tax Scenario Continued

Positions Added:	
Police Sergeant	\$133,095
Police Officers - 2	\$213,696
Police Officer - grant funded	\$106,848
Firefighters - 3	\$266,319
Total	\$719,958
Capital Additions:	
Police Department Vehicles & Equip	\$335,792
Fire Department Station Flooring	\$25,000
Street Department Used Equip	\$90,000
Police Department HVAC	\$65,000
Total	\$515,792

3% Property Tax Scenario

Revenue Increase Suggested:	
Additional 1% Property Taxes (2% to 3%)	\$233,579
Budget Reductions Suggested:	
Legal Department Personnel	\$176,595
2 Police Officers	\$213,696
Police Applications Analyst	\$67,756
Streets Field Supervisor	\$85,938
Street Department Dump Truck	\$225,000
Parks Department Turf Vehicles	\$25,000
Parks Department Truck	\$30,000
Building Maintenance Truck	\$30,000
Building Inspection Vehicle	\$26,000
Total Reduction in Expenses	\$879,985
Decrease in Fund Balance Spending:	\$1,113,564

3% Property Tax Scenario Continued

Positions Added:	
Police Sergeant	\$133,095
Police Officers - 2	\$213,696
Police Officer – grant funded	\$106,848
Firefighters - 3	\$266,319
Streets Assistant Director	\$103,706
Total	\$823,664
Capital Additions:	
Police Department Vehicles & Equip	\$419,740
Fire Department Station Flooring	\$25,000
Street Department Used Equip	\$90,000
Police Department HVAC	\$65,000
Total	\$599,740

Questions?

RESOLUTION NO. 21-046

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING A NOTICE OF TIME AND PLACE OF PUBLIC HEARING OF THE PROPOSED BUDGET FOR FISCAL YEAR 2021-2022, AND INCLUDING PROPOSED EXPENDITURES BY FUND AND/OR DEPARTMENT, AND STATEMENT OF THE ESTIMATED REVENUE FROM PROPERTY TAXES AND THE TOTAL AMOUNT FROM SOURCES OTHER THAN PROPERTY TAXES OF THE CITY FOR THE ENSUING FISCAL YEAR AND LISTING EXPENDITURES AND REVENUES DURING EACH OF THE TWO (2) PREVIOUS FISCAL YEARS, AND PROVIDING FOR PUBLICATION OF THE SAME.

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the following be and the same is hereby adopted as an Estimate of Expenditures and Anticipated Revenue of the City of Coeur d'Alene for the fiscal year beginning October 1, 2021:

	FY 2018-19 ACTUAL	FY 2019-20 ACTUAL	FY 2020-21 BUDGET	FY 2021-22 PROPOSED
GENERAL FUND EXPENDITURES:				
Mayor and Council	\$ 253,030	\$ 269,535	\$ 251,742	\$ 269,845
Administration	225,146	210,139	217,699	223,074
Finance Department	1,139,341	1,197,052	1,234,784	1,298,646
Municipal Services	1,874,909	2,113,650	1,804,906	2,221,228
Human Resources	362,693	387,192	418,825	434,882
Legal Department	1,252,298	1,336,658	1,313,413	1,313,540
Planning Department	733,443	830,680	726,892	714,518
Building Maintenance	508,554	686,061	547,526	702,899
Police Department	14,335,809	15,344,192	16,726,158	17,946,242
Drug Task Force	1,200	4,034		35,000
Police Department Grants	179,685	232,059	6,000	77,961
Fire Department	9,819,506	11,225,392	10,710,811	11,596,133
General Government	308,701	2,360,530	153,050	47,180
Streets/Garage	5,454,614	5,273,946	4,981,197	5,170,563
Parks Department	2,260,141	2,377,602	2,448,730	2,617,467
Recreation Department	691,445	630,131	745,208	755,417
Building Inspection	906,711	930,449	958,485	1,004,364
TOTAL GENERAL FUND EXPENDITURES:	\$ 40,307,226	\$ 45,409,302	\$ 43,245,426	\$ 46,428,959

	FY 2018-19 ACTUAL	FY 2019-20 ACTUAL	FY 2020-21 BUDGET	FY 2021-22 PROPOSED
SPECIAL REVENUE FUND EXPENDITURES:				
Library Fund	\$ 1,723,767	\$ 1,737,510	\$ 1,736,045	\$ 1,796,065
Community Development Block Grant	304,462	295,904	695,032	550,372
Impact Fee Fund	218,235	320,288	450,000	769,000
Parks Capital Improvements	546,974	1,401,401	323,260	465,460
Annexation Fee Fund	286,000	99,000	195,000	175,000
Cemetery Fund	339,811	371,613	306,787	414,040
Cemetery Perpetual Care Fund	205,827	190,494	166,500	166,500
Jewett House	24,615	10,613	26,353	26,353
Reforestation/Street Trees/Community Canopy	89,516	89,173	120,000	120,000
Public Art Funds	335,885	98,452	271,300	461,300
TOTAL SPECIAL FUNDS:	\$ 4,075,092	\$ 4,614,448	\$ 4,290,277	\$ 4,944,090
ENTERPRISE FUND EXPENDITURES:				
Street Lighting Fund	710,075	697,852	\$ 733,250	\$ 658,900
Water Fund	9,809,055	11,993,999	14,566,370	12,306,910
Wastewater Fund	17,000,351	14,786,078	20,111,378	24,913,490
Water Cap Fee Fund	642,823	673,182	5,300,000	2,650,000
WWTP Cap Fees Fund	883,710	813,792	1,484,809	3,840,853
Sanitation Fund	4,262,702	4,256,480	4,215,002	4,562,297
City Parking Fund	1,233,170	1,742,068	1,640,036	1,718,619
Drainage	1,405,510	1,370,477	1,701,863	2,121,738
TOTAL ENTERPRISE EXPENDITURES:	\$ 35,947,396	\$ 36,333,928	\$ 49,752,708	\$ 52,772,807
FIDUCIARY FUNDS:	2,955,016	3,078,427	\$ 3,169,432	\$ 3,276,235
STREET CAPITAL PROJECTS FUNDS:	620,165	1,348,887	2,201,632	1,400,000
DEBT SERVICE FUNDS:	876,931	878,931	876,281	878,408
GRAND TOTAL OF ALL EXPENDITURES:	\$ 84,781,826	\$ 91,663,923	\$103,535,756	\$109,700,499

ESTIMATED REVENUES:	FY 2018-19 ACTUAL	FY 2019-20 ACTUAL	FY 2020-21 BUDGET	FY 2021-22 PROPOSED
Property Taxes:				
General Levy	\$ 19,998,856	\$ 21,162,243	\$ 15,909,748	\$ 22,512,045
Library Levy	1,696,574	1,764,571	1,622,045	1,622,045
Fireman's Retirement Fund Levy	250,000	250,000	250,000	250,000
2015 G.O. Bond Levy	881,302	889,924	876,281	878,408
TOTAL REVENUE FROM PROPERTY TAXES:	\$ 22,826,732	\$ 24,066,738	\$ 18,658,074	\$ 25,262,498

	FY 2018-19 ACTUAL	FY 2019-20 ACTUAL	FY 2020-21 BUDGET	FY 2021-22 PROPOSED
ESTIMATED OTHER REVENUES:				
Interfund Transfers	\$ 3,500,321	\$ 3,803,259	\$ 10,513,545	\$ 10,518,451
Beginning Balance	52,871,019	53,532,080	27,151,487	24,214,160
Other Revenue:				
General Fund	18,911,749	26,948,713	22,906,886	19,438,138
Library Fund	49,372	25,258	14,000	16,891
Community Development Block Grant	304,518	295,848	695,032	550,372
Parks Capital Improvement Fund	1,394,653	119,808	323,260	175,153
Cemetery	192,602	169,657	148,155	195,324
Annexation Fee Fund	174,137	1,556	100,000	175,000
Impact Fee Fund	677,868	1,134,188	620,000	567,000
Cemetery Perpetual Care Fund	77,467	48,346	-	10,000
Jewett House	18,038	1,893	12,000	12,353
Reforestation	2,544	2,488	4,500	
Street Trees	84,114	75,269	81,500	80,800
Community Canopy	723	447	1,500	1,500
Public Art Funds	228,969	200,077	121,000	138,300
Street Lighting Fund	570,981	597,449	578,250	620,500
Water Fund	6,869,763	6,534,236	6,559,049	6,677,500
Wastewater Fund	11,788,958	12,045,110	11,099,439	12,557,800
Water Capitalization Fees	1,023,809	1,057,863	1,265,000	1,165,000
WWTP Capitalization Fees	1,630,138	2,200,852	978,163	1,515,000
Sanitation Fund	4,331,499	4,339,868	4,420,000	4,457,000
City Parking Fund	983,735	854,536	702,500	850,500
Drainage	1,097,820	1,117,819	1,066,281	1,058,000
Fiduciary Funds	2,925,525	8,087,731	2,907,500	3,017,950
Capital Projects Fund	1,508,688	317,953	1,200,000	551,000
Debt Service Fund	7,391	10,596		
TOTAL REVENUE OTHER THAN PROPERTY TAXES:	\$ 111,226,401	\$123,522,900	\$ 93,469,047	\$ 88,563,692
SUMMARY:				
	FY 2018-19 ACTUAL	FY 2019-20 ACTUAL	FY 2020-21 BUDGET	FY 2021-22 PROPOSED
PROPERTY TAXES	\$ 22,826,732	\$ 24,066,738	\$ 18,658,074	\$ 25,262,498
OTHER THAN PROPERTY TAXES	111,226,401	123,522,900	93,469,047	88,563,692
TOTAL ESTIMATED REVENUES	\$ 134,053,133	\$147,589,638	\$112,127,121	\$113,826,190

BE IT FURTHER RESOLVED, that the same be spread upon the Minutes of this meeting and published in two (2) issues of the Coeur d'Alene Press, seven (7) days apart, to be published on August 11, 2021 and August 18, 2021.

BE IT FURTHER RESOLVED, that a Public Hearing on the Budget be held on the 7th day September, 2021 at the hour of 6:00 o'clock p.m. on said day, at which time any interested person may appear and show cause, if any he has, why the proposed Budget should or should not be adopted.

DATED this 3rd day of August, 2021.

Steve Widmyer, Mayor

ATTEST:

Renata M. McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOOKIN	Voted
COUNCIL MEMBER MILLER	Voted
COUNCIL MEMBER EVANS	Voted
COUNCIL MEMBER ENGLISH	Voted
COUNCIL MEMBER MCEVERS	Voted
COUNCIL MEMBER WOOD	Voted

_____ was absent. Motion _____.

**GENERAL SERVICES/PUBLIC WORKS
COMMITTEE**

**CITY COUNCIL
STAFF REPORT**

DATE: 8/03/2021

FROM: MONTE MCCULLY, CITY OF COEUR D'ALENE TRAILS COORDINATOR

SUBJECT: CANCOURSE LEASE AGREEMENT AND MEMORANDUM OF UNDERSTANDING (ACTION REQUIRED)

DECISION POINT: Should the City enter into a Lease Agreement with Jason Evans to manage the Cancourse as a City Natural Park and with Kootenai County Sheriff's Department for a Law Enforcement Mutual Aid Agreement to enforce state and county laws in Cancourse?

HISTORY: Jason Evans originally purchased the 135-acre "Cancourse" property located at the end of Shadduck Lane and adjacent to the City-owned Canfield Mountain Natural Area Park with the intention of opening it to the public for hiking and mountain biking. This property is located outside the City limits. Kootenai County contacted Jason and let him know that a special-use permit would be required in order to operate the park for the public. After reviewing the permit language, he realized he would be responsible for all the enforcement within the park boundaries which would be difficult to do. Jason approached the City to see if we would be interested in partnering with him to make this property function like a park. Under the Lease Agreement, his property will be considered a "Natural Park" and will be managed by the Parks Department with all rules posted at the trailhead, addressing hours of operation, and the prohibition of fires, camping, alcohol, smoking, fireworks, and unauthorized motor vehicles. The City will enforce Cancourse rules and will also enter into an agreement with the Kootenai County Sheriff's Office for enforcement of state and county laws, since the property is in the county. The lease is for a period of five (5) years, with an automatic five (5) year extension unless either party gives notice of the intent not to renew

Mr. Evans is currently building trails on the property according to a master plan created with the Parks Department and is following City trail building practices. After the Lease Agreement is accepted, the Parks Department will be responsible for the maintenance of the trails and construction of additional trails, and we will rely on Jason to help with these projects and the ongoing maintenance and oversight of the park. There is on-street parking available on Shadduck Lane from N. 22nd St. to N. Copper Way. This section of road is 32 feet wide and meets our standards for streets with parking on both sides. The houses along this stretch are double frontage lots and have residential parking on the streets in front of each home, meaning this stretch of road is rarely, if ever, used by the residents for parking.

FINANCIAL ANALYSIS: The only financial impact on the City will be staff time for litter pick up and projects to build or maintain trails. This will be done with current staffing. Litter pick up will be performed once per week for 9 months out of the year with a cost of \$15.51 to \$39.36 per week, depending on whether seasonal or full-time employees do the work. No additional budget authority is requested.

PERFORMANCE ANALYSIS: Entering into a Lease Agreement to manage this property as a City Natural Park will give the public an additional natural area for hiking and biking, which was identified in our Parks Recreation Master Plan. Our natural areas are in high demand and see a great deal of use and this additional open space will help take some pressure off of areas like Tubbs Hill.

DECISION POINT/ RECOMMENDATION: Council should authorize the City to enter into a Lease Agreement with Jason Evans to manage the Cancourse as a City Natural Park and with the Kootenai County Sheriff's Department for a Law Enforcement Mutual Aid Agreement to enforce state and county laws in Cancourse.

RESOLUTION NO. 21-047

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A LEASE AGREEMENT WITH JASON EVANS TO MANAGE THE CANCEURSE AS A CITY NATURAL PARK AND APPROVING A LAW ENFORCEMENT MUTUAL AID AGREEMENT WITH KOOTENAI COUNTY SHERIFF'S DEPARTMENT FOR ENFORCEMENT OF STATE AND COUNTY LAWS IN CANCEURSE.

WHEREAS, it is recommended by the Parks and Recreation Committee and the Parks and Recreation Director that the City of Coeur d'Alene approve a Lease Agreement with Jason Evans to manage the Cancourse as a City Natural Park and approve a Law Enforcement Mutual Aid Agreement with Kootenai County Sheriff's Department for enforcement of state and county laws in Cancourse, pursuant to the terms and conditions set forth in the agreements, copies of which are attached hereto as Exhibits "A" & "B" 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 authorize such agreements.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City authorize the Lease Agreement and Law Enforcement Mutual Aid Agreement with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements to the extent the substantive provisions of the agreements remain intact.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and they are hereby authorized to execute such Lease Agreement and Law Enforcement Mutual Aid Agreement on behalf of the City.

DATED this 3rd day of August, 2021.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER WOOD Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER ENGLISH Voted

_____ was absent. Motion _____.

LEASE AGREEMENT

THIS LEASE AGREEMENT is made this 3rd day of August, 2021, by and between the City of Coeur d'Alene, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "CITY," and Cancourse, LLC, an Idaho limited liability company, with its principal place of business at 2823 Thomas Lane, Coeur d'Alene, Idaho, hereinafter referred to as "CANCOURSE."

W I T N E S S E T H:

WHEREAS, the CITY owns real property within the boundaries of the CITY, bearing an address of 2305 E. Mountain Vista Drive, Coeur d'Alene, Idaho, which is known as the Canfield Mountain Natural Area, hereinafter referred to as the "CMNA;" and

WHEREAS, CANCOURSE owns several parcels of real property in Kootenai County, Idaho, two of which abut the CMNA along its east boundary and which lie outside the boundaries of the CITY;

WHEREAS, the CITY operates the CMNA as a public park and intends to operate the CMNA as a public park forever; and

WHEREAS, the CITY has developed a system of trails in the CMNA for hiking and mountain biking; and

WHEREAS, CANCOURSE is developing a system of trails on its property for hiking and mountain biking, which CANCOURSE wishes to be open to the public for recreational use and to be connected to the CITY trails in the CMNA; and

WHEREAS, the parties have determined, in consultation with Kootenai County officials, that they and the public would benefit if the CMNA and the CANCOURSE parcels were managed together by the CITY as a City Park; and

WHEREAS, this Lease Agreement is intended to govern the relationship of the parties hereto for their mutual benefit and the benefit of the public, and to preserve valuable natural areas for public recreation in perpetuity;

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, the parties hereto do mutually covenant, agree and contract, in consideration of the promises and agreements herein exchanged, the sufficiency and mutuality of which are jointly acknowledged, as follows:

Section 1: Binding Covenants

The foregoing and following are binding covenants of this Lease Agreement, not merely recitals, and represent considerations, promises, conditions and warranties binding upon the parties hereto.

Section 2: Contingency

The parties agree that this transaction is contingent upon the City entering into an agreement with Kootenai County pursuant to Idaho Code § 67-2337 to allow City police officers extraterritorial jurisdiction to enforce City ordinances on property owned by CANCOURSE located outside the City boundaries.

Section 3: Property Subject to Agreement

S2-SE-NE, E2-NE-SE, SE-SE EX TAX#20328 3151N03W

W2-NE-SE 3151N03W

W 16.5 FT-TAX#22495, W 16.5 FT-TAX#23523 [IN GOVT LT 4] 3251N03W;
TAX#25411 [IN NW-NW] 0550N03W

TAX #20328 [IN SE-SE]

TAX#22495 EX W 16.5 FT [IN GOVT LT 4] 3251N03W

TAX#23523 EX W 16.5 FT [IN GOVT LT 4] 3251N03W

Section 4: Duties of CITY

The CITY shall have the following duties with respect to the CANCOURSE parcels subject to this Agreement:

- A. To enforce CITY park rules generally applicable to public parks as described in Municipal Code Chapters 4.25 and 4.30;
- B. To maintain, in cooperation with CANCOURSE, the CANCOURSE parcels subject to this Agreement in like manner as any other public park;
- C. To preserve, to the extent allowable by law, the access points to the CANCOURSE parcels and to keep the access point at the east end of Shadduck Lane open at all times the public parks are open;

- D. To comply with CANCOURSE’S master plan of trails, as that master plan may be amended from time-to-time by mutual agreement of the parties;
- E. To take no steps and to enact no ordinance or adopt no policy which would impair CANCOURSE’S immunity under Idaho’s Recreational Use statute, Idaho Code § 36-1604;
- F. To consider, at such time in the future as the parties may decide, the purchase of the CANCOURSE parcels pursuant to such terms and conditions as the parties may agree, including that the parcels be maintained as a public park in perpetuity;
- G. To prohibit parking on Shadduck Lane from its intersection with N. Copper Way east to the end of the public right-of-way;
- H. To prohibit all motorized vehicle traffic on the CANCOURSE parcels, with the exception of E-bikes and vehicles operated by the CITY or CANCOURSE required for park maintenance and trail construction;
- I. To allow CANCOURSE the right to conduct forestry operations on its parcels without requiring CITY approval, including the removal of trees and bushes at the discretion of CANCOURSE, and despite temporary impact to the trail system;
- J. To allow dogs on the CANCOURSE parcels without a leash so long as any dog is under its owner’s control;
- K. To indemnify CANCOURSE for any damages occurring as the result of the CITY’S conduct and to maintain liability insurance consistent with the Idaho Tort Claims Act for bodily or personal injury, death, or property damage or loss as the result of any one (1) occurrence or accident, regardless of the number of persons injured or the number of claimants.

Section 5: Duties of CANCOURSE

CANCOURSE shall have the following duties with respect to the CANCOURSE parcels subject to this Agreement:

- A. To allow public access, limited only as provided by regulations generally applicable to public parks described in Municipal Code Chapters 4.25 and 4.30;
- B. To grant the CITY the sole power to enforce CITY ordinances generally applicable to public parks described in Municipal Code Chapters 4.25 and 4.30;

C. To cooperate with the CITY in maintaining the CANCOURSE parcels subject to this Agreement in like manner as any other public park;

D. To preserve, to the extent allowable by law, public access via the access points to the CANCOURSE parcels and to keep the access point at the east end of Shadduck Lane open at all times the public parks are open;

E. To comply with CANCOURSE'S master plan of trails, as that master plan may be amended from time-to-time by mutual agreement of the parties; and

F. To consider, at such time in the future as the parties may decide, the sale of the CANCOURSE parcels to the CITY pursuant to such terms and conditions as the parties may agree, including that the parcels be maintained as a public park in perpetuity.

G. To indemnify the CITY for any damages occurring as the result of CANCOURSE'S conduct and to maintain liability insurance in the amount of at least five hundred thousand and no/100 dollars (\$500,000.00) for bodily or personal injury, death, or property damage or loss as the result of any one (1) occurrence or accident, regardless of the number of persons injured or the number of claimants.

Section 6: Term

A. This Agreement shall be effective as of the date of execution by both parties ("Effective Date"). The initial term of the Agreement shall be five (5) years beginning on the Effective Date.

B. This Agreement shall be automatically extended for an additional five (5) year term unless either party gives notice of its intent to not renew at least 3 months prior to the end of the initial term. Thereafter, extensions may occur upon mutual agreement of the parties.

Section 7: Authority

Each party warrants that it has authority to enter into this Agreement and that each has complied with all laws, bylaws, resolutions, or articles of incorporation necessary to obtain authority to enter into this Agreement.

Section 8: City Council Approval

This Agreement is conditional upon approval of the Coeur d'Alene City Council.

Section 9: Default

The breach of either party of any covenant, agreement, warranty, representation, provision, or condition contained in this agreement shall be an event of default under this Agreement and shall be deemed a material breach.

Section 10: Entire Agreement; Merger

This Agreement constitutes the entire agreement between the parties thereto, and may not be modified except by an instrument in writing signed by the parties hereto. All prior representations, warranties, covenants and agreements of the parties are merged herein and have no independent significance.

Section 11: Law Applicable

This Agreement is being executed and delivered in the state of Idaho and shall be construed and enforced in accordance with the laws of the state of Idaho.

Section 12: Binding Effect

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

Section 13: Notices

All notices by either party to the other, required or provided for herein, shall be served by hand delivery between 8:00 a.m. and 5:00 p.m. or by certified mail, return receipt requested. If sent by certified mail, service of such notice shall be deemed complete when written notice is placed in the United States mail, postage prepaid, addressed to the CITY at 710 Mullan Avenue, Coeur d'Alene, Idaho 83814, or CANCELLATION at 2823 Thomas Lane, Coeur d'Alene, Idaho, 83815 with proper postage affixed thereto.

Section 14: Section Headings

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

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this contract on behalf of the CITY and CANCOURSE has caused the same to be signed by its duly authorized representative the day and year first above written.

CITY OF COEUR D'ALENE,

CANCOURSE, LLC

By _____
Steve Widmyer, Mayor

By _____
Its _____

ATTEST:

Renata McLeod, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 3rd day of August, 2021, before me, a Notary Public, personally appeared **Steve Widmyer and Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene and the persons who executed the foregoing instrument and acknowledged to me that the City of Coeur d'Alene executed the same.

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

Notary Public for Idaho
Residing at Coeur d'Alene
My Commission expires: _____

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of August, 2021, before me, a Notary Public, personally appeared Jason Evans, known to me to be the Managing Member of CANCOURSE, LLC, and the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Notary Public for Idaho
Residing at Coeur d'Alene
My Commission Expires: _____

LAW ENFORCEMENT MUTUAL AID AGREEMENT

This Agreement is entered into between Kootenai County, State of Idaho, a political subdivision of the state of Idaho, hereinafter referred to as the “County”, and the City of Coeur d’Alene, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the “City”, pursuant to Idaho Code § 67-2337.

WHEREAS, each of the parties is a political subdivision of the State of Idaho and, therefore, is authorized to enter into a Mutual Assistance Compact under Idaho Code § 67-2337(4); and

WHEREAS, the Canfield Mountain Natural Area, owned by the City and within the jurisdictional boundaries of the City, is adjacent to property owned by Cancourse, LLC, which is located outside the jurisdictional boundaries of the City and within the jurisdictional boundaries of the County, hereinafter referred to as the “Property;” and

WHEREAS, the City intends to lease the Property for use as a natural area by the general public, subject to certain conditions and restrictions agreed to by Cancourse, LLC, and the City; and

WHEREAS, the parties acknowledge that the County has primary jurisdiction to respond to and take appropriate police action on the Property when there is reasonable suspicion that a violation of state or county law has been committed; and

WHEREAS, the parties desire that the City shall have the authority to patrol, respond to, and take appropriate police action when there is reasonable suspicion that a violation of state or county law has been committed on the Property; and

WHEREAS, each of the parties owns and maintains equipment and employs personnel who are trained to provide law enforcement, protection, and control.

NOW, THEREFORE,

Subject to the terms of this Agreement and in order to provide mutual aid assistance by the parties, it is hereby agreed under and pursuant to Idaho Code § 67-2337 as follows:

1. EFFECTIVE DATE AND DURATION OF AGREEMENT: This Agreement shall not be effective until it is approved by both parties and the City and Cancourse, LLC, have executed a lease or other instrument giving over control of the Property to the City. It shall continue in full force and effect until either party terminates this Agreement by thirty (30) days’ written notice to the other party or until the termination of the agreement between the City and Cancourse, LLC.

2. PURPOSE – MUTUAL AID ASSISTANCE: The purpose of this Agreement is to permit the parties to cooperate to their mutual advantage providing services and equipment to provide mutual aid assistance to the other such that the City shall have authority to patrol, respond to, and take appropriate police action when there is reasonable suspicion that a violation of state or county law has been committed on the Property and that the County has the authority to respond to and take appropriate police action when there is reasonable suspicion that a violation of state or county law has been committed on the Property.

3. MANNER OF FINANCING AND BUDGET: There shall be no joint financing of activities under this Agreement except as may subsequently be agreed by written amendment of this Agreement between the respective parties regarding a specific event or occurrence. No compensation shall be due and owing for services rendered and equipment furnished under this Agreement by either party. Each party agrees to be responsible for the payment of compensation and benefits to its employees who provide mutual aid assistance under this Agreement for the other party. Each party shall independently budget for expected expenses under this Agreement.

4. STANDARD OF CONDUCT: Each officer providing assistance shall maintain the standards of professional conduct as required by the officer's current departmental policies and procedures. It shall be the sole duty, privilege, and responsibility of the entity employing an officer to determine if there has been any breach of professional standards and to carry out discipline, if any.

5. CROSS-DEPUTIZATION: By signing this Agreement, each party authorizes the cross-deputization of its officers or responding officers when operating under the terms of this Agreement to facilitate its intent.

6. LIABILITY: Assumption of liability shall be as prescribed by Idaho Code § 67-2337(4), as well as any other state or federal laws consistent with Idaho Code §67-2337. The employing agency shall be responsible for any liability arising from the acts of its employees participating in this Agreement.

7. HOLD HARMLESS: Each party to this Agreement agrees, to the extent allowed by law, to indemnify and hold harmless the other from any and all liability for any injury, damage or claim suffered by any person or property caused by the other party or its employees while performing under this Agreement.

8. INSURANCE: Each party to this Agreement agrees to carry and maintain a comprehensive general liability policy with minimum limits at least equal to those required by Idaho Code § 6-924 to protect the party from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with its acts or performance under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their officials to execute this Agreement.

DATED this _____ day of August, 2021.

KOOTENAI COUNTY

By _____

DATED this 3rd day of August, 2021.

CITY OF COEUR D'ALENE

By _____
Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

DATE: JULY 26, 2021

FROM: MIKE BECKER, CAPITAL PROGRAMS MANAGER,
WASTEWATER DEPARTMENT

SUBJECT: WASTEWATER DEPARTMENT – PREPURCHASE OF
CENTRIFUGE DEWATERING EQUIPMENT

DECISION POINT: Should City Council accept the bid of and award a procurement contract to GEA Mechanical Equipment US, Inc., for the purchase of the Wastewater Department's new centrifuge dewatering equipment in the amount of \$419,100.00?

HISTORY: The Wastewater Department (WW) uses a centrifuge dewatering unit or a belt filter press (BFP) to separate the liquid waste (centrate) from the biosolids. The centrifuge produces a drier biosolids cake which greatly decreases volume and therefore hauling and compost processing costs. The BFP serves as a back-up dewatering unit and has exceeded its useful service life, having been installed in 1999.

Based on City growth projections and at the direction of the WW, HDR Engineers developed a Capital Improvement Plan (CIP) addressing the treatment facility's solids handling process. This CIP, titled Solids Handling Improvements Project, included replacing the BFP with another larger centrifuge, upgrading the existing electrical equipment and controls, improving the centrate management process and biosolids loadout, expanding polymer storage, building structural modifications, and enhancing odor mitigation.

In October 2020, the WW was informed that a new centrifuge unit would likely take up to 6 months for delivery. In an effort to minimize the project duration, reduce delays and contractor overhead, as well as improve quality control in centrifuge selection; the Department elected to solicit Requests for Proposals (RFP) for the purchase of dewatering equipment, including statements of qualification and sample bench test results, and acceptance of bids from prequalified centrifuge manufacturers. The goal was to pre-purchase the new dewatering equipment directly from the centrifuge manufacturer ahead of the Solids Handling Improvement Project.

This project is scheduled and budgeted for construction next year (FY2021/2022).

FINANCIAL ANALYSIS: In compliance with the City's Purchasing/Procurement Policies, the WW advertised for the RFP on March 12, 2021. The intent for the RFP was to prequalify only centrifuge manufacturers to bid on the equipment. On June 17th, the City received and opened four (4) bids from prequalified manufacturers. The table below provides a breakdown of the prequalification statements, bench tests, and bids received:

**Coeur d'Alene Wastewater Dept.
 Centrifuge Request for Proposal Breakdown
 (Bid Date: 06/17/2021)**

Centrifuge Manufacturer Company Name	Prequalification		Lump Sum Bid Price
	Step 1 Manufacturer's Qualifications	Step 2 Sample Bench Test Requirements	
Westfalia GEA Mech. Equip. Inc	Met Qualifications 04/30/2021	Met Requirements 05/28/2021	\$401,500 <u>Adder \$ 17,600*</u> \$419,100
Centrisys Treatment Equip. Co..	Met Qualifications 04/30/2021	Met Requirements 05/28/2021	\$423,400
Alfa Laval Alfa Laval, Inc.	Met Qualifications 04/30/2021	Met Requirements 05/28/2021	\$499,000
Andritz Andritz Tech., Inc.	Met Qualifications 04/30/2021	Met Requirements 05/28/2021	\$508,400
Engineers Cost Estimate			\$700,000-\$800,000

* For the ControlLogix® Compatibility Operator

GEA's "adder" is for an expanded controller system. The ControlLogix® is needed for compatibility between the new centrifuge equipment and existing treatment facility equipment and controls. The WW is requesting approval of their proposed \$17,600 cost adder bringing GEA's total bid to \$419,100.00.

HDR has determined that the bid of GEA Mechanical Equipment US, Inc., is responsive and GEA is the low bidder for this procurement.

The WW has the budget authority for this procurement under Account #031-022-4354-7998.

PERFORMANCE ANALYSIS: A multi-stage qualification process was implemented to ensure only qualified equipment manufacturers could provide a bid. As well, contact was made with another facility which is using the Westfalia Centrifuge units. Installed in 2018, those dewatering units are operating to their satisfaction.

DECISION POINT/RECOMMENDATION: City Council should accept the bid of and award a procurement contract to GEA Mechanical Equipment US, Inc., for the purchase of the Wastewater Department's new centrifuge dewatering equipment package for the sum of \$419,100.00.



**CITY OF COEUR D'ALENE
WASTEWATER DEPARTMENT
BID & AWARD RECOMMENDATIONS
FOR PURCHASING
NEW CENTRIFUGE DEWATERING EQUIPMENT**

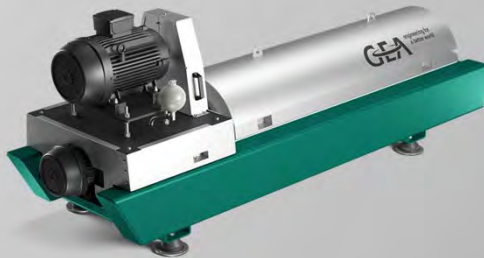




EXISTING SOLIDS HANDLING BUILDING

EQUIPMENT REPLACEMENT

WESTFALIA CENTRIFUGE



BELT FILTER PRESS



**COEUR D'ALENE WASTEWATER DEPT.
CENTRIFUGE REQUEST FOR PROPOSAL SUMMARY
(Bid Date: 06/17/2021)**

Centrifuge Manufacturer Company Name	Prequalification		Lump Sum Bid Price
	Step 1 Manufacturer's Qualifications	Step 2 Sample Bench Test Requirements	
Westfalia GEA Mech. Equip. Inc	Met Qualifications 04/30/2021	Met Requirements 05/28/2021	\$401,500 <u>Adder \$ 17,600*</u> \$419,100
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Andritz Andritz Tech., Inc.	Met Qualifications 04/30/2021	Met Requirements 05/28/2021	\$508,400
Engineers Cost Estimate			\$700,000-\$800,000

* For the ControlLogix® Compatibility Operator

Westfalia Centrifuge at Nampa, Idaho WWTP



DECISION POINT/RECOMMENDATION:

City Council should accept the bid of and award a procurement contract to GEA Mechanical Equipment US, Inc., for the purchase of the Wastewater Department's new centrifuge dewatering equipment package for the sum of \$419,100.00.



QUESTIONS?



RESOLUTION NO. 21-048

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING THE BID OF AND AWARING A CONTRACT TO GEA MECHANICAL EQUIPMENT US, INC., FOR THE PURCHASE OF CENTRIFUGE DEWATERING EQUIPMENT IN THE AMOUNT OF \$419,100.00.

WHEREAS, the City previously advertised for bids, in accordance with the law, for the purchase of Centrifuge Dewatering Equipment and said bids were opened as provided in said advertisement in the office of the City Clerk, and the lowest responsible bid received was that of GEA Mechanical Equipment US, Inc., in the amount of Four Hundred Nineteen Thousand One Hundred and no/100 dollars (\$419,100.00), 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 GEA Mechanical Equipment US, Inc., in the amount of \$419,100.00 for the purchase of Centrifuge Dewatering Equipment be and the same is hereby accepted.

BE IT FURTHER RESOLVED that the City enter into an agreement with GEA Mechanical Equipment US, 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 agreement provided that 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 3rd day of August, 2021.

Steve Widmyer, Mayor

ATTEST:

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 _____.

SECTION 00 50 13
AGREEMENT BETWEEN BUYER AND SELLER
FOR PROCUREMENT CONTRACT

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**AGREEMENT BETWEEN BUYER AND SELLER
FOR PROCUREMENT CONTRACT**

This Procurement Agreement is by and 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 (“Buyer”) and **GEA Mechanical and Electric Equipment, Inc.** (“Seller”).

Terms used in this Procurement Agreement have the meanings stated in the General Conditions of the Procurement Contract and the Supplementary Conditions of the Procurement Contract.

Buyer and Seller hereby agree as follows:

PROCUREMENT CONTRACT

1.01 *Goods and Special Services*

- A. Seller shall furnish the Goods and Special Services as specified or indicated in the Procurement Contract Documents. The Goods and Special Services are generally described as follows:
 - 1. Provide the centrifuge equipment package as specified in these Contract Documents. The centrifuge shall be tested to meet the minimum requirements specified.
 - 2. The centrifuge will be delivered to the specified site at the Coeur d’Alene Wastewater Treatment Plant. The centrifuge furnished under this contract is to be installed under another contract at the AWTF.
 - 3. The Seller shall provide all necessary training, startup, and testing as quality control and quality assurance of the delivered equipment.
 - 4. The accomplishment of all the work shall meet the scheduled sequence.

1.02 *The Project*

- A. The Project, of which the Goods and Special Services are a part, is generally described as follows:

City of Coeur d’Alene Wastewater Department – Solids Building Improvements, Centrifuge Pre-Purchase.

1.03 *Engineer*

- A. Buyer has retained HDR Engineering, Inc. ("Engineer"), to prepare Procurement Contract Documents and act as Buyer's representative. Engineer assumes all duties and responsibilities and has the rights and authority assigned to Engineer in the Procurement Contract Documents in connection with Seller’s furnishing of Goods and Special Services.

1.04 *Point of Destination*

- A. The Point of Destination is designated as:

Coeur d’Alene Advanced Wastewater Treatment Facility
881 W. Hubbard Ave.
Coeur d’Alene, ID 83814

PROCUREMENT CONTRACT TIMES

2.01 *Time of the Essence*

- A. All time limits for Milestones, including the submittal of Shop Drawings and Samples, the delivery of Goods, and the furnishing of Special Services as stated in the Procurement Contract Documents, are of the essence of the Procurement Contract.

2.02 *Schedule of Procurement Contract Times*

- A. The following schedule sets forth the Procurement Contract Times:

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>CONTRACT TIMES</u>	<u>CALENDAR DAYS</u>
1	Shop Drawing Submittals		
a	Individual Annotated Equipment Data Technical Cut Sheets including Mechanical Bill of Materials (BOM) as noted in Section 01 33 00.	Time Period after Notice to Proceed	21
b	Instrumentation Power and Control Wiring Diagrams	Time Period after Notice to Proceed	21
c	Electrical Power Drawings	Time Period after Notice to Proceed	21
d	Control Panel I/O Wiring Drawings and Annotated Electrical Equipment Data Technical Cut Sheets	Time Period after Notice to Proceed	21
2	Preliminary O&M Manual	Time Period after Notice to Proceed with Fabrication	30
3	Installation Manuals	Time Period after Notice to Proceed with Fabrication	30
4	Completion of Pre-demonstration Period	Time Period after Construction Contractor states equipment is ready for commencement of manufacturer's field services ¹	14
5	Completion of Functional Demonstration Period	Time Period after the Construction Contractor has corrected all punch list items that affect the operation of the centrifuge ²	14

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>CONTRACT TIMES</u>	<u>CALENDAR DAYS</u>
6	Completion of Performance Demonstration Period	Time Period after Completion of Functional Testing	7
7	Completion of Operator Training	Time Period after Completion of Functional Testing	7
8	Final O&M Manual	Time Period after Completion of Functional Demonstration Period	7

¹ No later than 180 calendar days after Notice to Proceed.

² No later than 28 days after completion of pre-demonstration period at which time, or before, Seller has notified Construction Contractor of punch list items that affect operation of the centrifuge system.

1. Seller shall be provided a minimum of fourteen (14) calendar days notification prior to each activity requiring such Special Services.

B. The Goods are to be delivered FOB to the Point of Destination and ready for Construction. Delivery date shall be coordinated with the Construction Contractor prior to shipment. Contractor's receipt of delivery shall occur no later than the dates as listed below:

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>CONTRACT TIME</u>	<u>CALENDAR DAYS</u>
1	All Goods comprising a fully functional and operational centrifuge dewatering system	Time Period after Notice to Proceed with Fabrication	30

1. Seller agrees it will not proceed with fabrication of goods until it has received Notice to Proceed with Fabrication from Buyer.

2.03 *Shop Drawings and Samples*

- A. *Submittal of Shop Drawings and Samples:* Seller shall submit all Shop Drawings and Samples required by the Procurement Contract Documents to Engineer for its review and approval.
- B. *Engineer's Review:* It is the intent of the parties that Engineer will conduct its review of Shop Drawings and Samples and issue its approval, or a denial accompanied by substantive comments regarding information needed to gain approval, within fourteen (14) days after Seller's submittal of such Shop Drawings and Samples, or within such longer period that is needed because of the quantity and quality of such submittals. Resubmittals will be limited whenever possible.

2.04 *Liquidated Damages*

Buyer and Seller recognize that time is of the essence as stated in Paragraph 2.01, and that Buyer will suffer financial and other losses if the Goods are not delivered to the Point of Destination and ready for receipt of delivery by Buyer within the time specified in Paragraph 2.02, plus any extensions thereof allowed in accordance with this Procurement Contract. The parties also recognize that the timely performance of services by others involved in the Project is materially dependent upon Seller's specific compliance with the delivery requirements of Paragraph 2.02. Further, the parties recognize the time, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the loss (whether direct, consequential, or otherwise) suffered by Buyer if complete, acceptable Goods are not delivered on time. Accordingly, instead of requiring any such proof, Buyer and Seller agree that as liquidated damages for delay (but not as a penalty) Seller shall pay Buyer for each day that expires after the time specified in Paragraph 2.02 for delivery of acceptable Goods. Accordingly, the Seller agrees:

1. To pay (according to the following formula) liquidated damages for each calendar day beyond the number of calendar days established in this Agreement using the following formula:

$$LD = \frac{0.15 C}{T}$$

Where:

LD = liquidated damages per calendar day (rounded to the nearest dollar).

C = original Contract amount per item in Paragraph 3.01.

T = original time for Completion per item in Paragraph 2.02.A.

2. To authorize the Buyer to deduct these liquidated damages from any money due or coming due to the Seller.
 3. The maximum total amount for liquidated damages shall be limited to fifteen (15) percent of the Total Contract Price in Article 6.
- B. The liquidated damages provided in this Specification Section shall be Buyer's sole and exclusive remedy for Seller's delay in achieving completion of furnishing the Goods or Special Services within the time specified in the Contract Documents. Seller shall have no liability to Buyer under this Article if Seller's delay causes no damages or losses to Buyer.
1. Should Buyer's overall project schedule demonstrate that Seller's delay in providing the Special Services will delay the bidding of the construction contract to install Seller's Goods then liquidated damages will be assessed.
 2. If Buyer's and/or Construction Contractor's schedule demonstrate that Seller's delay in providing the Goods and Special Services will delay the project then liquidated damages will be assessed.
- C. If Seller is prevented from achieving the delivery times, milestone submittal dates or response times as defined in Article 5.02.A., for any reason beyond Seller's reasonable control and not attributable to its actions or inactions, Seller shall not be assessed liquidated damages and shall be entitled to an adjustment of the Contract Times in an amount equal to the duration of the reason or event causing the delay in delivery.

PROCUREMENT CONTRACT PRICE

3.01 *Procurement Contract Price*

- A. The Procurement Contract Price is comprised of the Lump Sum set forth in the following paragraphs.
- B. Buyer shall pay Seller a Lump Sum for furnishing the Goods and Special Services in accordance with the Procurement Contract Documents and pursuant to the schedule below:

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>PERCENTAGE OF CONTRACT PRICE</u>	<u>CONTRACT PRICE</u>
3.01.A.1.a.	Individual Annotated Equipment Data Technical Cut Sheets including Mechanical Bill of Materials (BOM)	3	\$12,573.00
3.01.A.1.b.	Instrumentation Power and Control Wiring Diagrams	4	\$16,764.00
3.01.A.1.c.	Electrical Power Drawings	4	\$16,764.00
3.01.A.1.d.	Control Panel I/O Wiring Drawings and Annotated Electrical Equipment Data Technical Cut Sheets	4	\$16,764.00
3.01.A.2.	Approval of Preliminary O&M Manuals	5	\$20,955.00
3.01.A.3.	Approval of Installation Manual	5	\$20,955.00
3.01.A.4.	Completion of Pre-Demonstration Period	5	\$20,955.00
3.01.A.5.	Completion of Functional Demonstration Period	5	\$20,955.00
3.01.A.6.	Completion of Performance Demonstration Period	10	\$41,910.00
3.01.A.7.	Completion of Operator Training	5	\$20,955.00
3.01.A.8.	Delivery of Approval Final O&M Manuals, Project Record Documents, and As-Built Record Drawings	10	\$41,910.00
3.01.B.1.	Delivery of Goods	40	\$167,640.00
TOTAL CONTRACT PRICE:			\$419,100.00

TOTAL CONTRACT PRICE: Four Hundred Nineteen Thousand One Hundred and no/100 dollars.

C. Payment Procedures

3.02 *Submittal and Processing of Applications for Payment*

- A. Seller shall submit Applications for Payment in accordance with Article 13 of the General Conditions, the following paragraphs, and Section 01 20 03. Engineer and Buyer will process such Applications for Payment in accordance with said Article 13.

3.03 *Progress Payments; Final Payment*

- A. Seller may submit an Application for Payment requesting the stated percentage of Procurement Contract Price upon attainment of items listed in Article 3.
- B. Buyer shall pay Seller the amount owed under an Application for Payment within 30 days after Engineer's presentation to Buyer of the Application for Payment and Engineer's recommendation.

3.04 *Interest*

- A. All moneys not paid when due hereunder shall bear interest at the rate established for money due by express contract by Idaho Code Section 28-22-104(1), twelve (12) percent per annum.

ASSIGNMENT OF PROCUREMENT CONTRACT

4.01 *Assignment of Contract*

- A. Buyer has the right to assign this Procurement Contract for furnishing Goods and Special Services, but only to a person or entity with sufficient apparent ability to satisfy all of Buyer's obligations under this Procurement Contract, and Seller hereby consents to such assignment. Forms documenting the assignment of the Procurement Contract, and consent of Seller's surety to the assignment, have been executed by Buyer, Seller, and Seller's surety, and are attached as exhibits to this Procurement Agreement. If so assigned, the following provisions apply:
1. The Procurement Contract is initially executed in the name of the entity identified herein as Buyer, and will be assigned by such Buyer (as assignor) to a construction contractor (Contractor/Assignee) designated by such Buyer. The assignment will occur on the effective date of the construction contract between such Buyer and the Contractor/Assignee, which is expected to occur approximately 45 days after the Procurement Contract's Effective Date. Commencing on the date of acceptance of assignment by the Contractor/Assignee, all references in the Procurement Contract to "Buyer" shall mean the designated Contractor/Assignee.
 2. The assignment of this Procurement Contract relieves the assignor from all further obligations and liabilities under this Procurement Contract. After assignment, Seller shall become a subcontractor or supplier to the Contractor/Assignee and, except as noted herein, all rights, duties, and obligations of Buyer under the Procurement Contract become the rights, duties, and obligations of the Contractor/Assignee.
 3. After assignment:
 - a. The Procurement Drawings and Procurement Specifications, and any modifying Addenda will become "Contract Documents" under the construction contract.
 - b. If the Procurement Drawings or Procurement Specifications, as "Contract Documents" under the construction contract, are duly modified under such construction contract, then Seller and Contractor/Assignee shall enter into a

corresponding Change Order under the applicable provisions of this Procurement Contract.

- c. The Procurement Drawings and Procurement Specifications may not be modified by Seller or Contractor/Assignee, singly or in tandem, except as such Procurement Drawings or Procurement Specifications, as “Contract Documents” under the construction contract, have been duly modified under such construction contract.
- d. All performance warranties, guarantees, and indemnifications required by the Procurement Contract will continue to run for the benefit of assignor (Project Owner) and, in addition, for the benefit of the Contractor/Assignee. However, if assignor (Project Owner) and Contractor/Assignee make the same warranty or guarantee claim, then Seller shall only be liable once for such claim. Other than its remedies under such warranties, guarantees, and indemnifications, assignor will not retain direct rights under this Procurement Contract, but will have rights and remedies as a party to the construction contract, whose scope of work will encompass the Procurement Drawings, Procurement Specifications, and modifying Addenda; provided, however, that any limitations on Seller’s liability in this Procurement Contract will continue to bind the original Buyer (assignor) after assignment.
- e. The Contractor/Assignee shall have all the rights of the Buyer under the Performance Bond and Payment Bond.
- f. Seller shall submit all Applications for Payment directly to Contractor/Assignee.
 - 1) Contractor/Assignee shall review each Application for Payment promptly, determine the amount that Contractor/Assignee approves for payment, and then include the amount approved in the next application for payment submitted to Project Owner (or Engineer) under the construction contract.
 - 2) Contractor/Assignee shall pay Seller within 15 days of receipt of payment from the Project Owner under the construction contract.
 - 3) After assignment Engineer will review, approve, or deny the content of Applications for Payment under the Procurement Contract only to the extent that Contractor/Assignee, as construction contractor, has incorporated such content into payment applications that Engineer reviews under the construction contract.
- g. The Contractor/Assignee shall have all the rights of the Buyer under any pending Claim by Buyer.
- h. All Claims and supporting documentation will be submitted directly by the claimant party (either Buyer or Seller), to the other party, without submittal to Engineer.
 - 1) The other party will render a response in writing within 30 days of receipt of the last submittal of claimant.
 - 2) If the other party does not render a written response to a Claim within 30 days after receipt of the last submittal of the claimant, the other party shall be deemed to have approved the Claim in its entirety.
 - 3) The other party’s written response to a Claim, or the approval of the Claim in its entirety as a function of failure to respond within 30 days, will be final and binding upon Buyer and Seller 30 days after it is issued, unless within such 30 days of issuance either Buyer or Seller appeals the result by initiating the

mediation of the Claim in accordance with the dispute resolution procedures set forth in Paragraph 12.02 of the General Conditions.

- 4) Any Claim by Seller that Contractor/Assignee may choose to submit, present, or forward to Project Owner must be submitted to Buyer within sufficient time for Contractor/Assignee to preserve its rights under the construction contract, notwithstanding any procedures or time limits in this Procurement Contract.
 - i. Seller's recovery of additional cost, time, or both cost and time for any Claim attributable to the Project Owner will be limited to the proportionate recovery by Contractor/Assignee against Project Owner for such Claim. Seller will cooperate and assist Contractor/Assignee in pursuing any Claim by Contractor/Assignee against Project Owner on behalf of Seller, including the timely preparation and delivery of supporting documentation.
 - j. If the pursuit of any claim by Contractor/Assignee against Project Owner on Seller's behalf requires the expenditure by Contractor/Assignee of legal or consulting fees, or results in litigation, arbitration, or any dispute resolution procedures, Seller agrees to pay for a proportionate share of attorneys' fees, consultant fees, and litigation, arbitration, and other resolution costs incurred by Contractor/Assignee in pursuing the claim on behalf of Seller, based upon the amount claimed by Seller as compared to the total value of the claim pursued by the Contractor/Assignee.
 - k. All rights, duties, and obligations of Engineer to Contractor/Assignee and Seller under this Procurement Contract will cease.
 - l. Subject to the foregoing provisions, all references in the Procurement Contract to submitting items to Engineer, or to Engineer having tasks or obligations, will be read after such an assignment as requiring submittal to Contractor/Assignee, or as Contractor/Assignee having such tasks or obligations (which Contractor/Assignee may delegate when appropriate).
 - m. If the Procurement Contract includes a Buyer's Contingency Allowance, upon assignment such allowance will be automatically reduced to the amount previously authorized by Buyer (Project Owner), and cease to be operational.
- B. No other assignment by a party hereto of any rights under or interests in the Procurement Contract will be binding on another party hereto without the written consent of the party sought to be bound. Specifically, but without limitation, Procurement Contract payments or other money that may become due, and Procurement Contract payments or other money that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Laws and Regulations). Unless specifically stated to the contrary in any written consent to such an assignment, such an assignment will not release or discharge the assignor from any duty or responsibility under the Procurement Contract Documents.

PROCUREMENT CONTRACT DOCUMENTS

5.01 List of Procurement Contract Documents

- A. The Procurement Contract Documents consist of the following:
 1. This Procurement Agreement.
 2. General Conditions of the Procurement Contract.
 3. Supplementary Conditions of the Procurement Contract.

4. Procurement Specifications as listed in the Procurement Specifications table of contents.
 5. Procurement Drawings (not attached but incorporated by reference):
 - a. consisting of a cover sheet and eight (8) sheets as listed in table of contents, with each sheet bearing the following general title: CITY OF COEUR D'ALENE WASTEWATER TREATMENT PLANT, CENTRIFUGE EQUIPMENT PROCUREMENT.
 6. Addenda Numbers [**list those Addenda that are Procurement Contract Documents**].
 7. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 8. Exhibits to this Procurement Agreement (enumerated as follows):
 - a. Exhibit A, Assignment of Contract, Consent to Assignment, and Acceptance of Assignment.
 - b. Exhibit B, Surety's Consent to Assignment.
 - c. Documentation submitted by Seller [**identify**]; and
 - d. [**Other Exhibits**].
 9. The following which may be delivered or issued on or after the Effective Date of the Procurement Contract and are not attached hereto:
 - a. Change Orders;
 - b. Change Directives; and
 - c. Field Orders.
- B. The documents listed in Paragraph 6.01.A are attached to this Procurement Agreement (except as expressly noted otherwise above).
- C. There are no Procurement Contract Documents other than those listed above.
- D. The Procurement Contract Documents may only be amended or supplemented as provided in Paragraph 11.01 of the Procurement General Conditions.

SELLER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Seller's Representations*

- A. In order to induce Buyer to enter into this Procurement Agreement, Seller makes the following representations:
1. Seller has examined and carefully studied the Procurement Contract Documents.
 2. If required by the Instructions to Bidders to visit the Point of Destination and the site where the Goods are to be installed or Special Services will be provided, or if, in Seller's judgment, any observable local or site conditions may affect the delivery, cost, progress, or furnishing of the Goods and Special Services, then Seller has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided (as applicable) and become familiar with and is satisfied as to the observable local and site conditions that may affect delivery, cost, progress, and furnishing of the Goods and Special Services.

3. Seller is familiar with and is satisfied as to all Laws and Regulations that may affect the cost, progress, and performance of Seller's obligations under the Procurement Contract.
4. Seller has carefully studied, considered, and correlated the information known to Seller with respect to the effect of such information on the cost, progress, and performance of Seller's obligations under the Procurement Contract.
5. Seller has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Seller has discovered in the Procurement Contract Documents, and the written resolution (if any) thereof by Engineer is acceptable to Seller.
6. The Procurement Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of Seller's obligations under the Procurement Contract.
7. Seller's entry into this Procurement Contract constitutes an incontrovertible representation by Seller that without exception all prices in the Procurement Agreement are premised upon furnishing the Goods and Special Services as required by the Procurement Contract Documents.

6.02 *Seller's Certifications*

- A. Seller certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Procurement Contract. For the purposes of this Paragraph 7.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Procurement Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Procurement Contract to the detriment of Buyer, (b) to establish bid or contract prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Procurement Contract.

RESERVED

SUCCESSORS AND ASSIGNS

8.01 *Successors and Assigns*

- A. Buyer and Seller each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

SEVERABILITY

9.01 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Buyer and Seller. The Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

LIMITATIONS OF LIABILITY

10.01 *Limitations of Liability*

- A. Notwithstanding any other provisions of the Contract Documents, the Seller's total liability for direct damages arising at any time under any of the Contract Documents or otherwise in connection with completing the Contract (whether arising under breach of contract, tort, strict liability, or any other theory of law) shall not exceed the amount of the Contract Price. Notwithstanding anything to the contrary in the Contract Documents or otherwise, under no circumstances shall Seller be liable for any loss of profit or revenues, incidental, consequential, special, punitive or other indirect damages (other than liquidated damages expressly provided for in the Contract Documents), regardless of whether such damages arise under breach of contract, tort, strict liability, or any other theory of law. Seller's liability shall terminate twenty four (24) months after delivery of the last major equipment component or twelve (12) months after the date of Final Acceptance, whichever occurs latest.

ENVIRONMENTAL PROTECTION AGENCY (EPA) DISADVANCED BUSINESS ENTERPRISE (DBE) RULE

11.01 *EPA DBE Rule*

- A. The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract.

IN WITNESS WHEREOF, Buyer and Seller have signed this Procurement Agreement. Counterparts have been delivered to Buyer and Seller.

The Effective Date of the Procurement Contract is **August 3, 2021**.

Buyer

City of Coeur d'Alene, Idaho
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: Steve Widmyer
(typed or printed)

Seller

GEA Mechanical and Electrical Equipment, Inc.
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: Mayor
(typed or printed)

Attest: _____
(individual's signature)

Title: Renata McLeod, City Clerk
(typed or printed)

Address for giving notices:

Designated Representative:

Name: Mike Becker
(typed or printed)

Title: Capital Program Manager
(typed or printed)

Address:
City of Coeur d'Alene Wastewater
Department

710 E. Mullan Ave.

Coeur d'Alene, Idaho 83814

Phone: (208) 769-2278

Email: MBECKER@cdaid.org

(If Buyer is a corporation, attach evidence of authority to sign. If Buyer is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Title: _____
(typed or printed)

(If Seller is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

EXHIBIT A—ASSIGNMENT OF PROCUREMENT CONTRACT, CONSENT TO ASSIGNMENT, AND ACCEPTANCE OF ASSIGNMENT

This assignment will be effective on the effective date of the construction contract between Buyer (as “Owner”) and Contractor/Assignee (as “Contractor”).

The Procurement Contract between the City of Coeur d’Alene, Idaho (“Buyer”) and **GEA Mechanical and Electric Equipment, Inc.** (“Seller”) for furnishing Goods and Special Services entitled Solids Building Improvements Centrifuge Pre-purchase (Procurement Contract) is hereby assigned, transferred, and set over to Contractor/Assignee, as assignee, by Buyer, as assignor. Upon assignment the Contractor/Assignee shall have the duties, rights, and obligations of Buyer under the terms of the Procurement Contract, and will be responsible to Owner under the construction contract for the performance of obligations by Seller, which will become a Subcontractor or Supplier to Contractor/Assignee. Buyer, Seller, and Contractor/Assignee hereby acknowledge and agree to be bound by the terms and conditions of assignment set forth in Article 5 of the Agreement Between Buyer and Seller for Procurement Contract.

Assignment Made by Buyer

(typed or printed name of organization)

By: _____ Date: _____
(individual’s signature) (date signed)

Name: _____ Title: _____
(typed or printed) (typed or printed)

If Buyer is a corporation, attach evidence of authority to sign. If Buyer is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Buyer-Seller Agreement.

Assignment Acknowledged and Accepted by Seller

(typed or printed name of organization)

By: _____ Date: _____
(individual’s signature) (date signed)

Name: _____ Title: _____
(typed or printed) (typed or printed)

If Seller is a corporation, attach evidence of authority to sign.

Assignment Accepted by Contractor/Assignee

(typed or printed name of organization)

By: _____ Date: _____
(individual’s signature) (date signed)

Name: _____ Title: _____
(typed or printed) (typed or printed)

If Contractor/Assignee is a corporation, attach evidence of authority to sign.

EXHIBIT B—SURETY’S CONSENT TO ASSIGNMENT

Surety hereby acknowledges, agrees, and consents that the Procurement Contract for furnishing Goods and Special Services entitled Solids Building Improvements Centrifuge Pre-purchase by and between the City of Coeur d’Alene, Idaho (“Buyer”) and [Name of Seller] (“Seller”) may be assigned, transferred, and set over to [Name of Contractor/Assignee] (“Contractor/Assignee”), in accordance with Article 5 and Exhibit A of the Agreement between Buyer and Seller for Procurement Contract.

Surety further agrees that, upon assignment of the Procurement Contract, the Contractor/Assignee shall have all the rights of the Buyer under the Procurement Performance Bond and Procurement Payment Bond.

Agreement to Assignment Acknowledged and Accepted by Surety

(typed or printed name of organization)

By: _____ Date: _____
(individual’s signature) *(date signed)*

Name: _____ Title: _____
(typed or printed) *(typed or printed)*

Attach Power of Attorney.

PUBLIC HEARINGS

CITY COUNCIL MEETING

STAFF REPORT

DATE: August 3, 2021

FROM: Dennis J. Grant, Engineering Project Manager

SUBJECT: V-21-03, Vacation of a ten-foot (10') strip of right-of-way adjoining the easterly boundary of Lot 22 and the south half of Lot 21, Block 3, of the Kaesmeyer Addition plat

DECISION POINT:

The applicant, Todd Butler, is requesting the vacation of a ten-foot (10') strip of right-of-way adjoining the easterly boundary of Lot 22 and the south half of Lot 21, Block 3, of the Kaesmeyer Addition plat (401 S. 18th Street).

HISTORY:

The requested row was originally dedicated to the Public in 1907.

FINANCIAL ANALYSIS:

The vacation of the requested right-of-way would not have any financial impact on the City and would add approximately 600 square feet to the County tax roll. Although a minor amount, it would be a benefit to the municipality as tax revenue and to the land owner whose lot adjoins the strip of usable property.

PERFORMANCE ANALYSIS:

This portion of 18th Street has an eighty (80') right-of-way. By vacating the requested ten-foot (10') strip of right-of-way, it would be more consistent with the typical 60' right-of-way of a street south of Sherman Avenue. The right-of-way can be incorporated into the development of the adjoining property. All utilities are existing and in place, and there is no foreseeable use for this right-of-way. The Development Review Team was informed about this vacation.

RECOMMENDATION:

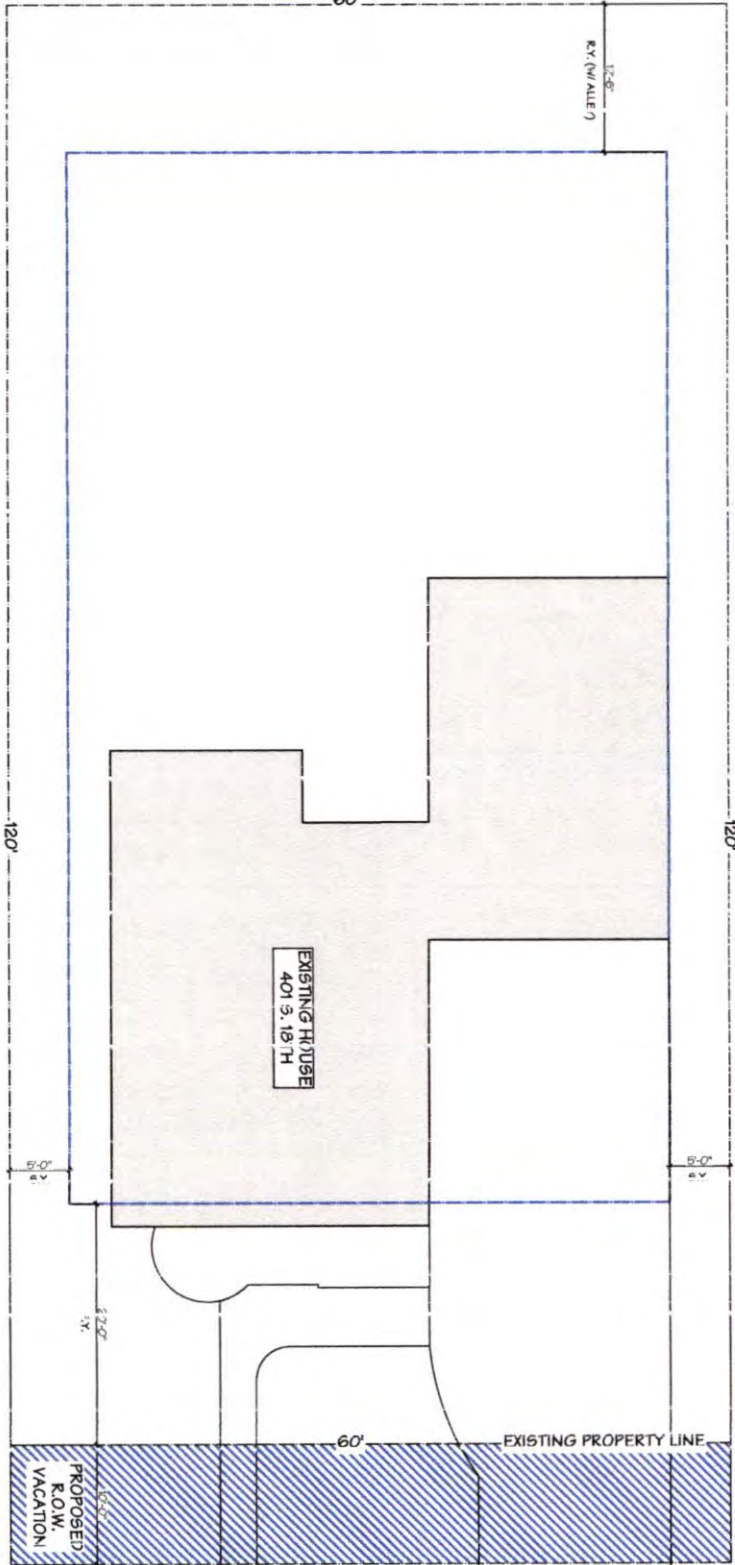
City Council should approve the vacation action per Idaho Code Section 50-1306 and to vacate the property to the applicant, Todd Butler.



ALLEY

6'0"

1'-6"
KEY (W/ ALLE Y)



EXISTING HOUSE
401 S. 18TH

401 S. 18TH



120'

120'

5'-0"

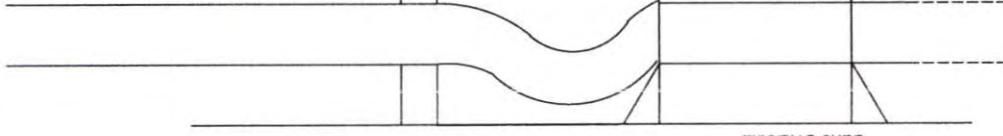
5'-0"

3'-2"

6'0"

EXISTING PROPERTY LINE

PROPOSED
R.O.W.
VACATION



EXISTING CURB

18TH STREET

GRANT, DENNIS

From: ANDERSON, HILARY
Sent: Friday, July 2, 2021 1:44 PM
To: GRANT, DENNIS
Cc: BEHARY, MIKE; HOLM, SEAN; RAMOS, VICTOR; STROUD, TAMI
Subject: Planning Comments on Requested ROW vacations on 18th Street and Young Avenue

Dennis –

Here are the comments from the Planning Department on the two vacation of right-of-way requests by Todd Butler, V-21-03 and V-21-04, at 401 S. 18th Street and 1724 E. Young Street.

The Planning Department has concerns with the two requests because they are for individual lots and not for all properties on the block. The City Council approved a partial vacation of 5th Place in 2019. The Planning Department and other departments supported that request because: 1) it entailed all of the properties on the west side of the street with agreement and participation of all property owners; 2) the area to be vacated functioned as an alley rather than a street frontage; and 3) it helped to clean up some existing nonconformities with accessory structures and setbacks on the street. Staff required the property owner associated with the vacation request on 5th Place to receive support and agreement from all of the other neighbors to also vacate a portion of the right-of-way adjacent to their properties prior to bringing the request to City Council. In comparison, these two requested vacations are only for individual lots, it would impact the frontage of the lots (not the rear), which has the potential to impact the neighbors and the character of the street, and the neighbors have not signed on to join in the vacation effort.

While 18th Street has an extremely wide right-of-way, the property lines are consistent for all lots on both sides of the street giving a uniform appearance for the street. All homes have the same setback requirement from the front property line. The zoning district for this neighborhood is R-12, which requires a front yard setback of 20 feet from the front property line. This is standard for single-family zoning districts in the City. Conversely, the infill districts allow for a reduced front yard setback that encourages a minimum setback of 10 feet and a maximum setback of 20 feet from the property line. The infill districts are in areas of the city near the downtown where reduced setbacks are encouraged. If approved, these two individual lots could have a setback for homes and fences that would appear to be 10 feet in front of the neighbors, which is more in line with the infill districts and not the R-12 zoning district.

Planning would be in support the request if the vacation request included all of the property owners for the full block on the one side of the street. That would mean all property owners would be granted the same ability to have a reduced setback for their homes and fences. If done piecemeal, it would be have the appearance of the infill zoning district for two individual lots that are not adjacent to one another.

It is the City Council's decision to determine if the vacation requests are expedient for the public good. These comments are for informational purposes only and are not to be considered a formal opposition to the request.

Hilary

Hilary Anderson, Community Planning Director
City of Coeur d'Alene
710 E. Mullan Avenue
Coeur d'Alene, Idaho 83814
handerson@cdaid.org

ORDINANCE NO. _____
COUNCIL BILL NO. 21-1017

AN ORDINANCE OF THE CITY OF COEUR D'ALENE VACATING A PORTION OF RIGHT-OF-WAY LOCATED IN THE KAESMEYER ADDITION PLAT, RECORDED IN BOOK B OF PLATS ON PAGE 129, RECORDS OF KOOTENAI COUNTY, COEUR D'ALENE, IDAHO, GENERALLY DESCRIBED AS THAT TEN-FOOT (10') WIDE STRIP OF LAND ADJOINING THE EASTERLY BOUNDARY OF LOT 22 AND THE SOUTH HALF OF LOT 21, BLOCK 3 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.

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

NOW, THEREFORE,

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

SECTION 1. That the following described property, to wit:

All of the ten-foot (10') strip of right-of-way adjoining the easterly boundary of Lot 22 and the south half of Lot 21, Block 3, of said Kaesmeyer Addition, also known as 401 S. 18th Street, Coeur d'Alene, Idaho.

be and the same is hereby vacated.

SECTION 2. That said vacated right-of-way shall revert to the adjoining property owner to the west.

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

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

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

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an ordinance of the City of Coeur d'Alene at a regular session of the City Council on August 3, 2021.

APPROVED by the Mayor this 3rd day of August, 2021.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. ____
V-21-03, KAESMEYER ADDITION RIGHT-OF-WAY VACATION

The City of Coeur d'Alene, Idaho hereby gives notice of the adoption of Coeur d'Alene Ordinance No. ____, vacating Kaesmeyer Addition right-of-way.

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

All of the ten-foot (10') strip of right-of-way adjoining the easterly boundary of Lot 22 and the south half of Lot 21, Block 3, of said Kaesmeyer Addition.

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

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am Chief Civil Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, V-21-03, Kaesmeyer Addition right-of-way vacation and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 3rd day of August, 2021.

Randall R. Adams, Chief Civil Deputy City Attorney

CITY COUNCIL MEETING

STAFF REPORT

DATE: August 3, 2021

FROM: Dennis J. Grant, Engineering Project Manager

SUBJECT: V-21-04, Vacation of a ten-foot (10') strip of right-of-way adjoining the easterly boundary of a portion of Lots 6, 7, and 8, Block 13 of the Kaesmeyer Addition plat.

DECISION POINT:

The applicant, Todd Butler, on behalf of Savannah Hill, is requesting the vacation of a ten-foot (10') strip of right-of-way adjoining the easterly boundary of a portion of Lots 6, 7, and 8, Block 13 of the Kaesmeyer Addition plat (1724 E. Young Avenue).

HISTORY:

The requested right-of-way was originally dedicated to the Public in 1907.

FINANCIAL ANALYSIS:

The vacation of the requested right-of-way would not have any financial impact on the City and would add approximately 1,150 square feet to the County tax roll. Although a minor amount, it would be a benefit to the municipality as tax revenue and to the land owner whose lot adjoins the strip of usable property.

PERFORMANCE ANALYSIS:

This portion of 18th Street has an eighty-foot (80') right-of-way. By vacating the requested ten-foot (10') strip of right-of-way, it would be more consistent with the typical sixty-foot (60') right-of-way of a street south of Sherman Avenue. The right-of-way can be incorporated into the development of the adjoining property. All utilities are existing and in place, and there is no foreseeable use for this right-of-way. The Development Review Team was informed about this vacation.

RECOMMENDATION:

City Council should approve the vacation action per Idaho Code Section 50-1306 and to vacate the property to the applicant Savannah Hill.

1724

YOUNG AVE.

1724
E. YOUNG

18TH STREET

1718

1722

502

506

510

1717

500

515

504

E. LOST AVE

518



GRANT, DENNIS

From: ANDERSON, HILARY
Sent: Friday, July 2, 2021 1:44 PM
To: GRANT, DENNIS
Cc: BEHARY, MIKE; HOLM, SEAN; RAMOS, VICTOR; STROUD, TAMI
Subject: Planning Comments on Requested ROW vacations on 18th Street and Young Avenue

Dennis –

Here are the comments from the Planning Department on the two vacation of right-of-way requests by Todd Butler, V-21-03 and V-21-04, at 401 S. 18th Street and 1724 E. Young Street.

The Planning Department has concerns with the two requests because they are for individual lots and not for all properties on the block. The City Council approved a partial vacation of 5th Place in 2019. The Planning Department and other departments supported that request because: 1) it entailed all of the properties on the west side of the street with agreement and participation of all property owners; 2) the area to be vacated functioned as an alley rather than a street frontage; and 3) it helped to clean up some existing nonconformities with accessory structures and setbacks on the street. Staff required the property owner associated with the vacation request on 5th Place to receive support and agreement from all of the other neighbors to also vacate a portion of the right-of-way adjacent to their properties prior to bringing the request to City Council. In comparison, these two requested vacations are only for individual lots, it would impact the frontage of the lots (not the rear), which has the potential to impact the neighbors and the character of the street, and the neighbors have not signed on to join in the vacation effort.

While 18th Street has an extremely wide right-of-way, the property lines are consistent for all lots on both sides of the street giving a uniform appearance for the street. All homes have the same setback requirement from the front property line. The zoning district for this neighborhood is R-12, which requires a front yard setback of 20 feet from the front property line. This is standard for single-family zoning districts in the City. Conversely, the infill districts allow for a reduced front yard setback that encourages a minimum setback of 10 feet and a maximum setback of 20 feet from the property line. The infill districts are in areas of the city near the downtown where reduced setbacks are encouraged. If approved, these two individual lots could have a setback for homes and fences that would appear to be 10 feet in front of the neighbors, which is more in line with the infill districts and not the R-12 zoning district.

Planning would be in support the request if the vacation request included all of the property owners for the full block on the one side of the street. That would mean all property owners would be granted the same ability to have a reduced setback for their homes and fences. If done piecemeal, it would be have the appearance of the infill zoning district for two individual lots that are not adjacent to one another.

It is the City Council's decision to determine if the vacation requests are expedient for the public good. These comments are for informational purposes only and are not to be considered a formal opposition to the request.

Hilary

Hilary Anderson, Community Planning Director
City of Coeur d'Alene
710 E. Mullan Avenue
Coeur d'Alene, Idaho 83814
handerson@cdaid.org

ORDINANCE NO. ____
COUNCIL BILL NO. 21-1018

AN ORDINANCE OF THE CITY OF COEUR D'ALENE VACATING A PORTION OF RIGHT-OF-WAY LOCATED IN THE KAESMEYER ADDITION PLAT, RECORDED IN BOOK B OF PLATS ON PAGE 129, RECORDS OF KOOTENAI COUNTY, COEUR D'ALENE, IDAHO, GENERALLY DESCRIBED AS THAT TEN-FOOT (10') WIDE STRIP OF LAND ADJOINING THE EASTERLY BOUNDARY OF A PORTION OF LOTS 6, 7, AND 8, BLOCK 13 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.

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

NOW, THEREFORE,

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

SECTION 1. That the following described property, to wit:

All of the ten-foot (10') strip of right-of-way adjoining the easterly boundary of a parcel (1724 E. Young Ave., Coeur d'Alene, Idaho) described as follows:

A portion of Lots 6, 7, and 8, Block 13 of the Kaesmeyer Addition (a recorded plat on file in Book B of Plats, Page 129) situated in the Northwest Quarter of Section 19, Township 50 North, Range 3 West, Boise Meridian, City of Coeur d'Alene, Kootenai County, Idaho, described as follows:

Commencing at a found steel pin (P.L.S. 772) monumenting the Northeast Corner of said Lot 6, as shown on a record of survey filed in Book 24 of Surveys at Page 215 (Records of Kootenai County, Idaho) said point being the REAL POINT OF BEGINNING.

Thence along the easterly line of said Block 13, South 00°47'18" West, a distance of 114.93 feet to a found steel pin (P.L.S. 772);

Thence leaving said easterly line along the southerly line of Parcel 1 as shown on said survey (Book 24, Page 215) North 89°07'30" West, a distance of 66.45 feet to a set steel pin (P.L.S. 4565);

Thence leaving said southerly line North 01°00'39" East, a distance of 115.04 feet to a set steel pin (P.L.S. 4565) on the northerly line of said Block 13;

Thence along said northerly line South 89°01'44" East, a distance of 66.00 feet to the REAL POINT OF BEGINNING.

be and the same is hereby vacated.

SECTION 2. That said vacated right-of-way shall revert to the adjoining property owner to the west.

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

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

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

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an ordinance of the City of Coeur d'Alene at a regular session of the City Council on August 3, 2021.

APPROVED by the Mayor this 3rd day of August, 2021.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. ____
V-21-04, KAESMEYER ADDITION RIGHT-OF-WAY VACATION

The City of Coeur d'Alene, Idaho hereby gives notice of the adoption of Coeur d'Alene Ordinance No. ____, vacating Kaesmeyer Addition right-of-way.

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

All of the ten-foot (10') strip of right-of-way adjoining the easterly boundary of a parcel described as follows:

A portion of Lots 6, 7, and 8, Block 13 of the Kaesmeyer Addition (a recorded plat on file in Book B of Plats, Page 129) situated in the Northwest Quarter of Section 19, Township 50 North, Range 3 West, Boise Meridian, City of Coeur d'Alene, Kootenai County, Idaho, described as follows:

Commencing at a found steel pin (P.L.S. 772) monumenting the Northeast Corner of said Lot 6, as shown on a record of survey filed in Book 24 of Surveys at Page 215 (Records of Kootenai County, Idaho) said point being the REAL POINT OF BEGINNING.

Thence along the easterly line of said Block 13, South 00°47'18" West, a distance of 114.93 feet to a found steel pin (P.L.S. 772);

Thence leaving said easterly line along the southerly line of Parcel 1 as shown on said survey (Book 24, Page 215) North 89°07'30" West, a distance of 66.45 feet to a set steel pin (P.L.S. 4565);

Thence leaving said southerly line North 01°00'39" East, a distance of 115.04 feet to a set steel pin (P.L.S. 4565) on the northerly line of said Block 13;

Thence along said northerly line South 89°01'44" East, a distance of 66.00 feet to the REAL POINT OF BEGINNING.

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

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am Chief Civil Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. ____, V-21-04, Kaesmeyer Addition right-of-way vacation and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 3rd day of August, 2021.

Randall R. Adams, Chief Civil Deputy City Attorney