



## GENERAL SERVICES COMMITTEE

with

Council Members Edinger, Evans & Gookin

August 26, 2019, 12:00 p.m.

### AGENDA

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#### 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.

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

1. Approval of Memorandum of Understanding (MOU) with the Centennial Trail Foundation for the "Midway" landscape improvements at Riverstone Park – Bill Greenwood, Parks & Recreation Director

**MOTION: Motion by \_\_\_\_, seconded by \_\_\_\_, that Council approve a Memorandum of Understanding (MOU) with the Centennial Trail Foundation for the "Midway" landscape improvements at Riverstone Park.**

*Staff recommends that this item be placed on the Consent Calendar.*

2. Approval of Revisions to Sidewalk Policy and Guidelines – Chris Bosley, City Engineer

**MOTION: Motion by \_\_\_\_, seconded by \_\_\_\_, that Council approve the revisions to the Sidewalk Policy and Guidelines.**

*Staff recommends that this item be placed on the Consent Calendar.*

Library Community Room  
702 Front Street

*The City will make reasonable accommodations for anyone attending this meeting who require special assistance for hearing, physical or other impairments. Please contact Juanita Knight, the committee liaison at (208) 769-2348 at least three days in advance of the meeting date and time.*

## **GENERAL SERVICES STAFF REPORT**

**Date:** August 26, 2019  
**From:** Bill Greenwood Parks & Recreation Director  
**SUBJECT:** MOU with Centennial Trail Foundation

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**DECISION POINT:** Should City Council approve the Memorandum of Understanding (MOU) with the Centennial Trail Foundation for the “Midway” landscape improvements at Riverstone Park?

**HISTORY:** Riverstone was established in 2007 with a land donation from SRM Development and financial assistance from Ignite CDA. The park is owned and maintained by the City, and the pond is owned and maintained by the Riverstone Master Association.

**FINANCIAL ANALYSIS:** All funds for this the “Midway” landscape enhancement along the trail near Riverstone Park will be provided by the Centennial Trail Foundation. There will be no cost to the City for the design and installation of this enhancement to Riverstone Park. Once the Midway is completed, the Parks Department will maintain this new portion of the park.

**PERFORMANCE ANALYSIS:**

After the completion of Riverstone Park and the installation of the Prairie Trail, we began to consider some enhancements in this area along the trail that included additional parking for Riverstone Park and a “greenbelt” between the trail and the park entrance. This proposed Midway plan accomplishes what we had envisioned some years ago and this concept will help with addition parking needs and create a much more inviting entrance to the park.

**DECISION POINT / RECOMMENDATION:**

Authorize the Memorandum of Understanding (MOU) with the Centennial Trail Foundation for the “Midway” landscape improvements at Riverstone Park.

## **MEMORANDUM OF AGREEMENT BETWEEN FOR THE USE OF CITY PROPERTY**

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between 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," and the North Idaho Centennial Trail Foundation, Inc., a not-for-profit corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "NICTF."

WHEREAS, the NICTF is an Idaho not-for-profit corporation, with its principle place of business located at 105 N. First Street, Ste. 100, Coeur d'Alene, Idaho, whose mission is to preserve and develop the North Idaho Centennial Trail System and to promote non-motorized trail connectivity throughout north Idaho; and

WHEREAS, implementation of this mission gives the community and its visitors greater opportunity to access and enjoy the natural beauty of north Idaho through a system of managed and developed trails accessible to all; and

WHEREAS, the City recognizes the public benefit of the presentation of the history of our community in an aesthetically pleasing manner, and in improving access to and providing amenities for the City's trail system; and

WHEREAS, the NICTF desires to develop a greenbelt and plaza area in the Riverstone area of the City, which would include historical information about the railroads that played such a great part in the founding and growth of the City; and

WHEREAS, the City owns land in the Riverstone area which could be used for the greenbelt and plaza; and

WHEREAS, the Mayor and the City Council of the City have voted to reserve the area for a greenbelt and plaza for a period of three (3) years, at the end of which period this Agreement would be reviewed for possible extension; and

WHEREAS, a cooperative effort between the NICTF and the City in providing a location for and developing a greenbelt and plaza would be of benefit to the community as a whole.

**NOW, THEREFORE**, the City and NICTF agree to the following terms, conditions, and procedures to implement the collaborative effort herein memorialized:

### **Article I Legal Description of Lease Property**

1.1 The legal description of the property which is subject to this Agreement will be supplied by the City.

## **Article II**

### **Obligations of the Parties**

2.1 The improvements proposed by the NICTF include a greenbelt and a plaza with historical information about the region's railroads, hereinafter referred to as the "Installation."

2.2 The City shall provide the location for the Installation without charge to the NICTF, and will maintain and operate the Installation after its completion. The location of the Installation shall be south of W. Tilford Lane and stretching northwest from N. Beebe Blvd. Exhibit "A" hereto shows the approximate location for the Installation.

2.3 The NICTF shall provide the funding, and design and construct the Installation at its sole cost. The NICTF agrees to design and construct the Installation in a proper and workmanlike manner.

2.4 The City shall have the right to approve the design of the Installation prior to work being commenced on City property.

2.5 The NICTF shall complete the Installation within 120 days<sup>[RR1]</sup> of an approved design for this Agreement. The City shall grant to the NICTF a reasonable extension of time in the event that conditions beyond the NICTF's control render timely performance of Installation unduly burdensome.

2.5 The term of this Agreement shall be three (3) years from the date first stated above. Within ninety (90) days prior to the end of the initial term, either party may request that the other enter into negotiations to extend the Agreement upon such terms as the parties may agree.

## **Article III**

### **Other Terms**

3.1 Assignability. The NICTF shall not delegate duties or otherwise subcontract work or services under this Agreement without the prior written consent of the City.

3.2 Relationship of the Parties. Nothing contained herein shall be construed to make either party the agent of the other, and no employee or contractor of the NICTF shall be considered the employee or contractor of the City. The NICTF shall perform its obligations hereunder as an independent contractor.

3.3 Hold Harmless and Indemnification. The NICTF assumes all risk and hazards associated with the design and construction of the Installation. In case of injury to the NICTF's employees, agents, or contractors, or damage to private or public property, the NICTF waives all claims or legal actions, financial or otherwise, against the City, and its elected officials, employees, sponsors, agents, or volunteers, unless injury or damage is caused by the sole negligence of the City. The NICTF shall defend, hold harmless, and indemnify the City from any claim because of damage to property or personal injury arising out of the agreed instructional services, which may be occasioned by any willful or negligent act or omission of

the Contractor, or any of Contractor' agents, servants, employees, or subcontractors, except to the extent such injury is caused by the negligent or willful misconduct of the City and its agents.

3.4 Insurance. The NICTF shall maintain liability and property damage insurance until acceptance of the Installation by the City, and shall provide a Certificate of Insurance listing the City as additional insured to the City upon execution of this Agreement.

3.5 Compliance with Law. The NICTF agrees to comply with all City and State laws, regulations, and policies with respect to the Installation. The NICTF shall be responsible for obtaining any permits or licenses required for the Installation.

3.6 Taxes. Any state or federal sales, use, or excise taxes, or similar charges relating to the services and materials under this Agreement, shall be paid by the NICTF in a timely fashion.

3.7 Ownership. Upon completion of the greenbelt and plaza, any installation affixed to the ground shall become the property of the City.

3.8 Warranty. The NICTF shall warrant the materials and workmanship to be free from defects for a period of one (1) year from the date of acceptance by the City.

3.9 Nondiscrimination. No person shall be discriminated against in the work to be performed hereunder and the NICTF shall not refuse to hire any person because of such person's race, color, religion, sex, or national origin, sexual orientation, and/or gender identity/expression. Also, the NITCF will in no manner discriminate against any person because of such person's race, color, religion, sex, or national origin, sexual orientation, and/or gender identity/expression in the performance of this Agreement.

3.10 Non-Waiver. The parties agree that a waiver of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition.

3.11 Modification of Agreement. No modification of this Agreement shall be valid unless incorporated in a writing signed by both parties.

3.12 Merger. This Agreement represents the entire agreement between the parties, and any prior agreement, in writing or oral, are hereby merged into this Agreement.

**CITY OF COEUR D'ALENE**

**NORTH IDAHO CENTENNIAL TRAIL  
FOUNDATION**

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

By \_\_\_\_\_

ATTEST:

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Renata McLeod, City Clerk

**GENERAL SERVICES COMMITTEE  
STAFF REPORT**

**DATE:** August 26, 2019  
**FROM:** Chris Bosley – City Engineer  
**SUBJECT:** Sidewalk Policy Revisions

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**DECISION POINT:**

Staff is requesting approval of a revised sidewalk policy and guidelines.

**HISTORY:**

The City's policy and guidelines for sidewalks includes our ADA Hazard Abatement program, building permit thresholds for installation of sidewalks, and our sidewalk replacement reimbursement program. It has been several years since the policy was last updated. In that time, the cost of construction has substantially increased, making the reimbursement amount a less effective incentive. To encourage property owners to replace broken, cracked, and heaved sidewalks, the revised policy would offer a slightly larger incentive to those property owners. The revised policy also clears up discrepancies regarding driveway approaches, requiring them to be ADA compliant, and changes to the building permit value threshold to match City Code.

**FINANCIAL ANALYSIS:**

The additional incentive amounts provided to property owners for repairing sidewalks is minor. The benefits to the community for repaired sidewalks are valuable.

**DECISION POINT/RECOMMENDATION:**

Staff recommends that Council approve the revised sidewalk policy and guidelines.

## SIDEWALK & CURB RAMP – ACCESSIBILITY POLICY (REVISED)

**BACKGROUND:** In response to the Americans with Disabilities Act (ADA), the City of Coeur d’Alene is mandated to provide accessible pedestrian routes within the City. Surveys of the City’s sidewalk system reveal many sidewalks that are either in a deteriorated condition or out of compliance with ADA standards. Safe and accessible sidewalks not only enable the City to meet ADA mandates, but they provide a community benefit to all citizens. The following sidewalk action plan is designed to attain ADA compliance and provide safe pedestrian travel:

1. Continued enforcement – Regarding sidewalks, the Municipal Code remains unchanged, and states that the sidewalk abutting a property is the property owner’s responsibility. Therefore, the city’s code enforcement processes will continue to be utilized as an enforcement/maintenance mechanism in situations where complaints arise over a non-compliant section of sidewalk that is not identified in the City’s annual work plan under the ADA Hazard Abatement Account identified below.
2. ADA Hazard Abatement Account – This account will fund repairs for ADA sidewalk deficiencies that are included in a 5 Year Priority Plan that will be updated and approved by the City Council on a yearly basis. The ADA Hazard Abatement Account is expected to fund an average annual scope of work of approximately 5,000 lineal feet of sidewalk repairs per year. Work will be accomplished by the Street Maintenance Department with some field support from the Parks Department along with some contracted tree services. This account will begin at \$200,000/year and ~~would~~should be adjusted annually for inflation.
3. Curb ramps – In conjunction with sidewalk improvements, the City will include the installation/repair of curb ramps. Since sidewalks and curb ramps provide a benefit to the entire community, they have been funded out of the City’s General Fund.
4. Development projects - per ordinance 12.28.210 (C), sidewalk ~~repairs and improvements~~installation may~~will~~ be required as triggered by a building permit greater than ~~\$1530~~\$1530,000 (or current permit trigger value if ~~\$1530~~\$1530,000 is increased by ordinance). Sidewalk repairs and/or improvements are required with all building permits regardless of value. Funding and execution of these improvements and repairs remains the responsibility of the abutting property owner. Similarly, sidewalks for new subdivisions will continue to be the responsibility of the developer.
5. Prioritization – the City will gather citizen input such as through the Ped/Bike Committee or other similar forum to help establish a systematic prioritization that ensures an effective compliance schedule and the greatest return on resource expenditure. In the past, City policy was to prioritize ADA accessibility to those streets being overlaid. Going forward, this policy change would prioritize ADA accessibility work in a geographic area first focused on civic areas, then commercial areas, followed by residential.

The following policy clearly states the City’s method of accessibility compliance for public rights-of-way.

## **POLICY**

### **ACCESSIBILITY FOR PUBLIC RIGHTS-OF-WAY**

**SIDEWALKS/CURB RAMPS:** ADA Hazard Abatement Account – sidewalk repair and curb ramp installation, other than those triggered by building permit and subdivision ordinances or claims, shall be funded out an ADA Hazard Abatement Account and accomplished by the Street Maintenance Department with some field support from the Parks Department along with some contracted tree services. ~~Non-compliant driveway approaches will remain the responsibility of the abutting property owner.~~ [CWB1] This account would be increased annually to keep pace with inflation. This work shall be prioritized by geographic area, first focused on civic areas, then commercial areas, followed by residential.

**WATER, SEWER, AND STORMWATER INSTALLATIONS:** Whenever a full-width street alteration (generally work greater than one block of curb to curb street removal/replacement) occurs on a street with existing sidewalks ~~due to the replacement of a water line, sewer line, or stormwater line~~ as a result of a City utility project, the Utility shall install curb ramps along the route of the pipeline and bring abutting sidewalks into ADA compliance.

**SPECIAL REQUESTS AND SIDEWALK COMPLAINTS:** Requests for installation of curb ramps, outside of the approved annual work plan, will be evaluated on a case by case basis. The City may install curb ramps in response to a special request from a citizen with a demonstrated need and evaluation by the City's ADA Compliance Officer. Complaints received regarding non-complaint sidewalks will be addressed in accordance with City Code. The adjacent property owners are responsible to mitigate any non-compliant sidewalks.

**LOCAL IMPROVEMENT DISTRICT (LID)/STREET RECONSTRUCTION/BUSINESS IMPROVEMENT DISTRICT (BID).** When considered as an integral part of a Local Improvement District or street reconstruction project, sidewalk improvements shall remain the responsibility of the abutting property owner. Similarly, this policy does not change sidewalk responsibilities agreed to under a BID agreement.

**SIDEWALK INCENTIVE PROGRAM.** The City of Coeur d'Alene will reimburse documented residential property owner expenditures for sidewalk removal and replacement, including City encroachment permit fees, at ~~\$20-26~~ per lineal foot of sidewalk replaced up to a maximum of ~~\$500-650~~ per property per year. Expenditures are eligible for reimbursement provided they meet the following conditions.

- An application for reimbursement is completed and an encroachment permit is obtained. A satisfactory final approval by the City must be obtained.
- The property is residential (single family, duplex, or multi-family).
- The sidewalk replaced must meet the City's replacement guidelines. This must be verified by the City prior to submittal for reimbursement.
- The work was not required as a condition of issuance of a building permit or any other discretionary approval by the City.

Reimbursement will be made on a first-come first-served basis. The City Council will establish the annual budget for the reimbursement account. Once the funds are expended, eligible requests will be placed on waiting list for the next budget year or until additional funds become available.

## POLICY

POLICY: GUIDELINES FOR SIDEWALK REMOVAL AND RECONSTRUCTION

PURPOSE: TO ESTABLISH GUIDELINES GOVERNING THE REMOVAL AND RECONSTRUCTION OF  
SIDEWALK FOR ACCESSIBILITY COMPLIANCE

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Problem Statement: Because of the variety of defects and variety of ways to reconstruct sidewalks, guidelines are necessary to provide Council direction on ~~allowable limits~~ [accessibility allowances](#). These guidelines are used by staff to evaluate acceptable limits for removals and for replacement strategies. Because they are guidelines, staff may use some discretion on a case by case basis to implement the most effective solution while following the intent and preserving the integrity of the accessibility requirements.

Policy: The attached guidelines are adopted for the removal and replacement of existing sidewalks, when removal and replacement is required to comply with the Cities Accessibility Policy.

## GUIDELEINES FOR SIDEWALK REMOVAL

### General Requirements:

Single sidewalk panels that are bordered on either side by defective panels shall be removed with the defective panels.

Type of Defect	Replace When;
1. Uneven surface	Offset > ½” Grind @ 2:1 when offset < ½”
2. Transverse or longitudinal cracks	Crack width > ¼”
3. Spalled Surface	Spalling covers > 25% of panel area
4. Deteriorated joints	Joints are spalled, eroded, or wider than ¾”
5. Drainage	Significant ponding on surface
6. Adverse cross slope	Significant ponding on surface or abutting grade
7. Patching	Any asphalt or concrete patching
8. Spider cracks	Cracking covers > 50% of panel area
9. Excessive cross slope	Cross slope exceeds <del>5</del> 2%
10. Excessive longitudinal slope	Longitudinal slope is above or below adjacent curb slope by more than 5%
11. Longitudinal grade breaks (no offset)	Grade break > 13% between adjacent panels

Criteria	Design guideline
<b>Vertical and Horizontal limits</b>	<ul style="list-style-type: none"> <li>Sidewalk construction shall conform to the approved City standard drawings.</li> <li>Sidewalks shall follow the grade and alignment of adjacent curbs</li> <li>Sidewalk shall be reconstructed within the existing right-of-way <u>or easement</u>.</li> </ul>
<b>Width</b>	<ul style="list-style-type: none"> <li>Sidewalk width shall conform to the approved City standards. Where existing sidewalks deviate from the City standard, they shall match the existing sidewalk width but in no case shall they be less than 4' wide.</li> </ul>
<p><b>Deviation to accommodate tree roots.</b> These deviations are applicable only when the Urban Forester determines that tree roots cannot be removed without damaging the tree, and tree removal has not been approved by the Council. These deviations shall apply only where sidewalk is setback at least 5' from the adjacent curb. Deviations for sidewalks set back less than 5' shall be addressed on a case by case basis but in <u>no</u> case shall the maximum values be exceeded.</p>	<ul style="list-style-type: none"> <li>Elevation shall not exceed <u>58"</u> above the adjacent curb grade nor shall it be below the adjacent curb grade.</li> <li>Longitudinal grade shall not exceed <del>1:20</del><u>1:12</u> (<del>5</del><u>8.3</u>%) from the plane of the adjacent curb.</li> <li>Elevation change shall not exceed <u>58"</u> from adjacent curb grade within any 50 consecutive feet.</li> <li>Horizontal alignment shall not deviate more than <del>1:10</del><u>1:2.5</u> from the adjacent curb alignment.</li> <li>Sidewalks may be "arced" around tree trunks but width shall not be less than 4'</li> <li>In cases where the existing right-of-way is insufficient to allow enough horizontal deviation to accommodate existing tree roots, the Council may approve the grant of an additional easement by the property owner, with their consent and at their sole expense.</li> </ul>