



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

GENERAL SERVICES/PUBLIC WORKS COMMITTEE

with
Council Members McEvers, Miller & Gookin
April 26, 2021, 12:00 p.m.
Library Community Room
702 Front Avenue

AGENDA

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

- Item 1 Request Approval to Purchase One Patrol Vehicle and Related Equipment – Police Chief Lee White, Police Department.

- Item 2 Request Acceptance of Bid and Approve the Award of a Contract to La Riviere, Inc., for the Atlas Road Transmission Main Project in the Amount of \$831,287.00 – Director Terry Pickel, Water Department.

- Item 3 Request Acceptance of Bid and Approve the Award of a Contract to Badger Meter for the Purchase of Orion ME Radio Read Heads in the Amount of \$307,800.00– Assistant Director Kyle Marine, Water Department.

- Item 4 Request Approval of an Agreement with Active West for the Construction of a Sewer Pipe and Purchase of Fill Material– City Engineer Chris Bosley, Streets and Engineering Department.

- Item 5 Request Approval of a Right-of-Way Agreement with the Bureau of Land Management for Construction of a Sewer Pipe– City Engineer Chris Bosley, Streets and Engineering Department.

- Item 6 Request Approval of an Agreement with Glacier NW Blvd Seltice, LLC for Future Right-of-Way Vacation and Construction of a 12” Water Main, Right Turn Slip Lane, and Shared-Use Path– City Engineer Chris Bosley, Streets and Engineering Department.
- Item 7 Request Approval of a Naming Rights Agreement with Idaho Central Credit Union (ICCU) for the Riverstone Park Amphitheater for a Period of Ten (10) Years – Director Bill Greenwood, Parks and Recreation Department.
- Item 8 Request Adoption of Amendments to Municipal Code Sections 4.05.070 and 4.05.090 Regarding the Parks & Recreation Commission – Director Bill Greenwood, Parks and Recreation Department.
- Item 9 Request Approval of Temporary Banners across Rosenberry Drive Right-of-Way for North Idaho College (NIC) – Assistant City Clerk Kelley Setters, Municipal Services Department.
- Item 10 Request Used Equipment be Declared as Surplus and Authorize the Auction of Said Items – Director Todd Feusier, Streets and Engineering Department.

The City of Coeur d'Alene will make reasonable accommodations for anyone attending this meeting who requires special assistance for hearing, physical, or other impairments. Please contact Juanita Knight, Senior Legal Assistant, at (208) 769-2348 at least 72 -hours in advance of the meeting date and time.

**GENERAL SERVICES PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: April 26, 2021

FROM: Lee White, Chief of Police

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

Decision Point:

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

History:

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

Financial Analysis:

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

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

Decision Point:

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

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

DATE: April 26, 2021

FROM: Terry Pickel, Water Department Director

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

=====

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

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

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

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

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

CITY OF COEUR D'ALENE, IDAHO

WATER DEPARTMENT



Atlas Transmission Main Project

CONTRACT DOCUMENTS

May, 2021

Prepared by

**City of Coeur d' Alene
Water Department
3145 N Howard St.
Coeur d'Alene, Idaho 83815
(208) 769-2210**

CONTRACT
For
Atlas Transmission Main Project

THIS CONTRACT, made and entered into this ____ day of MAY, 2021, between the **CITY OF COEUR D’ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as the “**CITY**”, and **LaRiviere, Inc.**, a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at 17564 N DYLAN CT, RATHDRUM ID 83858, hereinafter referred to as “**CONTRACTOR**,”

WITNESSETH:

WHEREAS, the said **CONTRACTOR** has been awarded the contract for the **City of Coeur d’Alene Water Department Atlas Transmission Main Project** in Coeur d’Alene, according to plans and specifications on file in the office of the City Clerk of the **CITY**, which plans and specifications are entitled: **City of Coeur d’Alene, Idaho, Atlas Transmission Main Project Bidding and Construction Set.**

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

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

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

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

The **CONTRACTOR** agrees to receive and accept as full compensation for furnishing all materials, and doing all the work contemplated and embraced in the contract, an amount equal to the sum of the total for the items of work. The total for each item of work shall be calculated by determining the actual quantity of each item of work and multiplying that actual quantity by the unit price bid by the

CONTRACTOR for that item of work. The total amount of the contract shall not exceed **Eight Hundred Thirty One Thousand, Two Hundred Eighty Seven and No/100 Dollars (\$831,287.00)**.

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

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

The **CITY** and the **CONTRACTOR** recognize that time is of the essence and failure of the **CONTRACTOR** to complete the work within the time allowed shall result in damages being sustained by the **CITY**. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the **CONTRACTOR** shall fail to complete the work within the following time limits, the **CONTRACTOR** shall pay to the **CITY** or have withheld from monies due, liquidated damages at the rate of Five Hundred Dollars (\$500) per calendar day, which sums shall not be construed as a penalty.

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

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

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

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

For the faithful performance of this contract in accordance with the contract documents and payment for all labor and materials, the **CONTRACTOR** shall execute good and sufficient performance bond and payment bond in a form acceptable to the City Attorney each in the amount of one hundred percent

(100%) of the total amount of the bid as hereinbefore stated, said bonds to be executed by a surety company authorized to do business in the state of Idaho.

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

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

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

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

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

CITY OF COEUR D'ALENE
KOOTENAI COUNTY, IDAHO

CONTRACTOR: LaRiviere, Inc.

Steve Widmyer, Mayor

By: _____
Its: _____

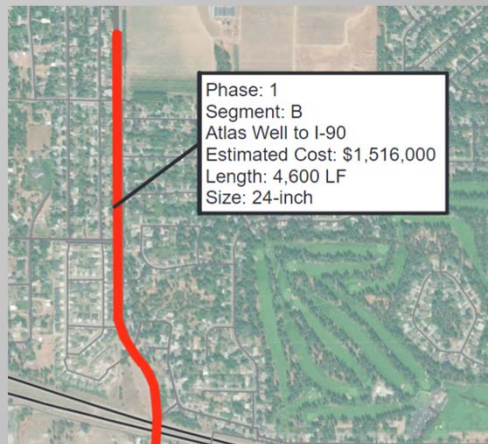
ATTEST:

ATTEST:

Renata McLeod, City



ATLAS TRANSMISSION MAIN ROUTE



BID TABULATION

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

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

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



ATLAS TRANSMISSION MAIN



ATLAS TRANSMISSION MAIN

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



THANK YOU!



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

DATE: April 26, 2021

FROM: Kyle Marine, Assistant Water Director

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

DECISION POINT:

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

HISTORY:

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

FINANCIAL ANALYSIS:

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

PERFORMANCE ANALYSIS:

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

DECISION POINT/RECOMMENDATION:

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

Purchasing Contract

Orion ME Radio Read Heads

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

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

CITY:

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

VENDOR:

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

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

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

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

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

CITY OF COEUR D'ALENE

BADGER METER, INC.

By _____
Steve Widmyer, Mayor

By _____
Its _____

ATTEST:

Renata McLeod, City Clerk

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

DATE: April 26, 2021

FROM: Chris Bosley – City Engineer

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

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DECISION POINT:

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

HISTORY:

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

FINANCIAL ANALYSIS:

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

PERFORMANCE ANALYSIS:

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

DECISION POINT/RECOMMENDATION:

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

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

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

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

Table 1 – Estimated Project Costs

Item	Pay Unit	Total Quan	Unit Price	Total
Sewer Manhole	EA	5	*\$3,000	\$15,000
Gravity Sewer Pipe – 8-inch – ASTM D3034 SDR34	LF	1,372	*\$50	\$68,600
8” Water Service	LF	48	*\$50	\$2,400
Excavation and Embankment	CY	Approx. 5,500	*\$10	\$55,000
Embankment Material Value	CY	Approx. 5,500	\$5.50	\$30,250
Sanitary Sewer Design & CPS Cost	LS	1	\$14,000	\$14,000
			Total Cost	\$185,250

* To be determined based on actual bid prices.

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

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

CITY OF COEUR D'ALENE

ACTIVE WEST, LLC

By: _____
Steve Widmyer, Mayor

By: _____
Name: Dennis Cunningham

Title: Authorized Signatory

ATTEST:

Renata McLeod, City Clerk

EXHIBIT A

Graphic Depiction of Sewer Project Located on Parcel

Lacrosse Ave Agreements

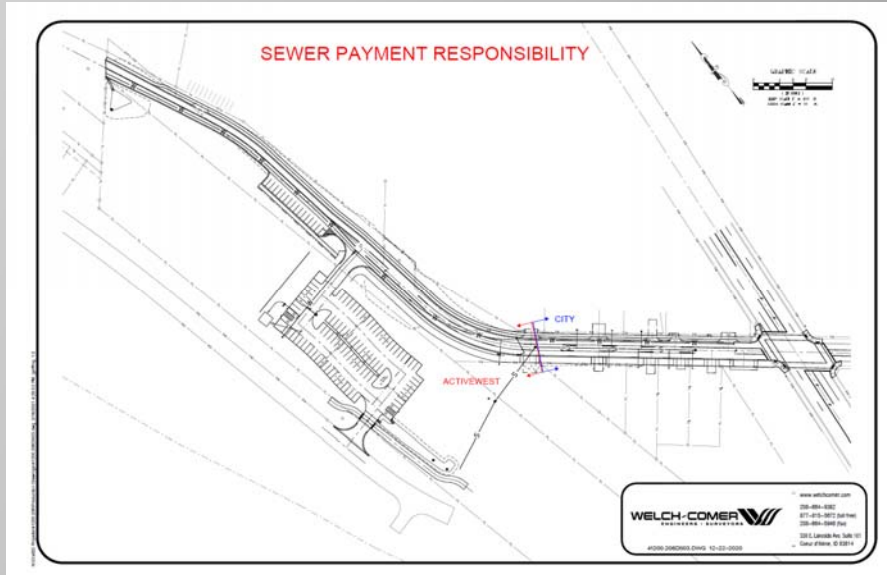


April 26, 2021

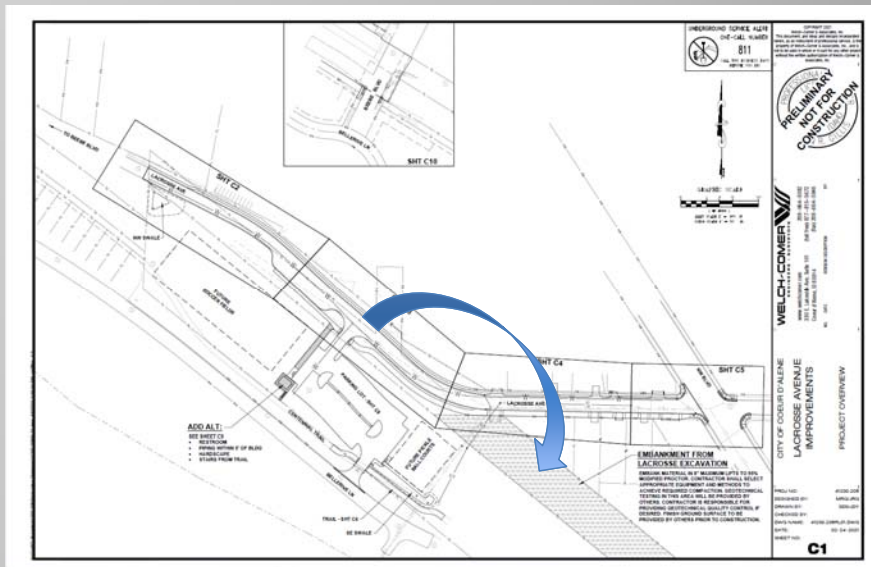
Lacrosse Ave Agreements



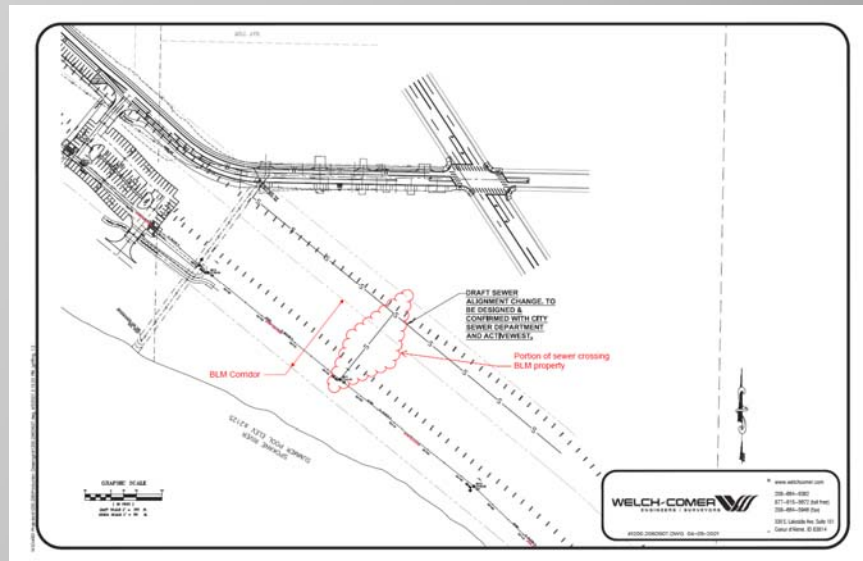
Lacrosse Ave Agreements: Active West



Lacrosse Ave Agreements: Active West



Lacrosse Ave Agreements: BLM



Lacrosse Ave Agreements: Active West

DECISION POINT/RECOMMENDATION:

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

Lacrosse Ave Agreements: BLM

DECISION POINT/RECOMMENDATION:

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

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

DATE: April 26, 2021

FROM: Chris Bosley – City Engineer

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

=====

DECISION POINT:

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

HISTORY:

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

FINANCIAL ANALYSIS:

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

PERFORMANCE ANALYSIS:

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

DECISION POINT/RECOMMENDATION:

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

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

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

FOR AGENCY USE ONLY

Application Number

Date Filed

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

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

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

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

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

4. As applicant are you? (check one)

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

* If checked, complete supplemental page

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

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

* If checked, provide details under item 7

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

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

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

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

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

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

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

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

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

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

13a. Describe other alternative locations considered.

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

b. Why were these alternatives not selected?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Bureau of Land Management

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

Signature of Applicant



Date

4-8-2021

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

GENERAL INFORMATION
ALASKA NATIONAL INTEREST LANDS

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

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

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

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

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

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

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

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

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

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

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

OTHER THAN ALASKA NATIONAL INTEREST LANDS

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

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

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

SPECIFIC INSTRUCTIONS
(Items not listed are self-explanatory)

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

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

EFFECT OF NOT PROVIDING INFORMATION

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

DATA COLLECTION STATEMENT

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

BURDEN STATEMENT

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

USDA NONDISCRIMINATION STATEMENT

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

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

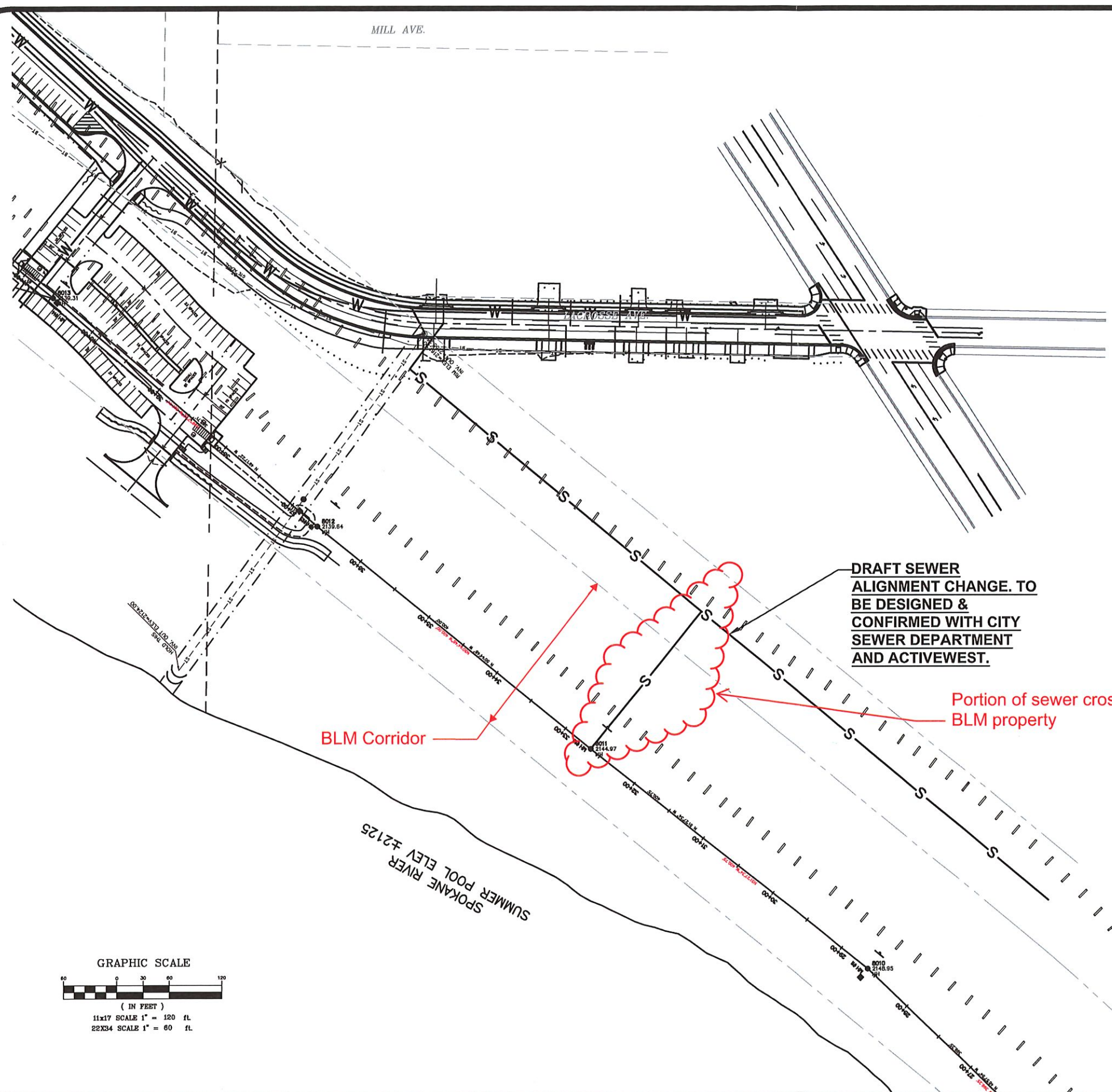
The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

SUPPLEMENTAL

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

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

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



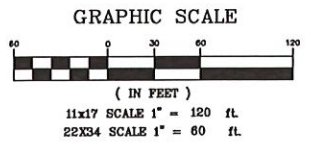
MILL AVE.

BLM Corridor

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

Portion of sewer crossing
BLM property

SPOKANE RIVER
SUMMER POOL ELEV. F.2125

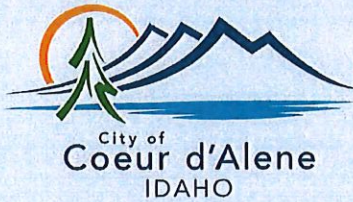


WELCH-COMER
ENGINEERS | SURVEYORS

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

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

41200.206DS07.DWG 04-05-2021



CITY OF COEUR D'ALENE

Office of the City Administrator

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

April 12, 2021

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

Attn.: Joanne K. Miller
Realty Specialist

Re: Authorization to Sign Application

Dear Ms. Miller:

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

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

Sincerely,

Troy Tymesen
City Administrator

**PUBLIC WORKS/GENERAL SERVICES
STAFF REPORT**

FROM: CHRIS BOSLEY, CITY ENGINEER

DATE: APRIL 26, 2021

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

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

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

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

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

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

AGREEMENT FOR DEVELOPMENT

THIS AGREEMENT is made and dated this ____ day of _____, 2021, by and between the City of Coeur d'Alene, hereinafter referred to as the "City," and Glacier NW Blvd Seltice, LLC., hereinafter referred to as "Glacier."

WITNESSETH:

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

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

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

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

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

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

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

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

NOW, THEREFORE,

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

- I. Duties of Glacier: Glacier hereby covenants to perform the following within a reasonable time after the effective date of this Agreement:

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

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

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

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

- a. The obligations of the parties are unique and not susceptible to monetary compensation and, therefore, either party may seek specific performance of any other party’s obligations hereunder;
- b. Each party agrees to hold the other parties harmless from any and all causes of action, claims and damages that may arise or are alleged, as a result of any other party's negligent performance or malfeasance under this

Agreement.

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

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

CITY OF COEUR D'ALENE

By: _____
Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

GLACIER NW BLVD SELTICE, LLC.

By: _____
Print Name _____
Its _____ (Title)

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of _____, 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, who executed the foregoing instrument, and who acknowledged to me that said City of Coeur d'Alene executed the same.

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

Notary Public for Idaho
Residing at _____
My Commission expires: _____

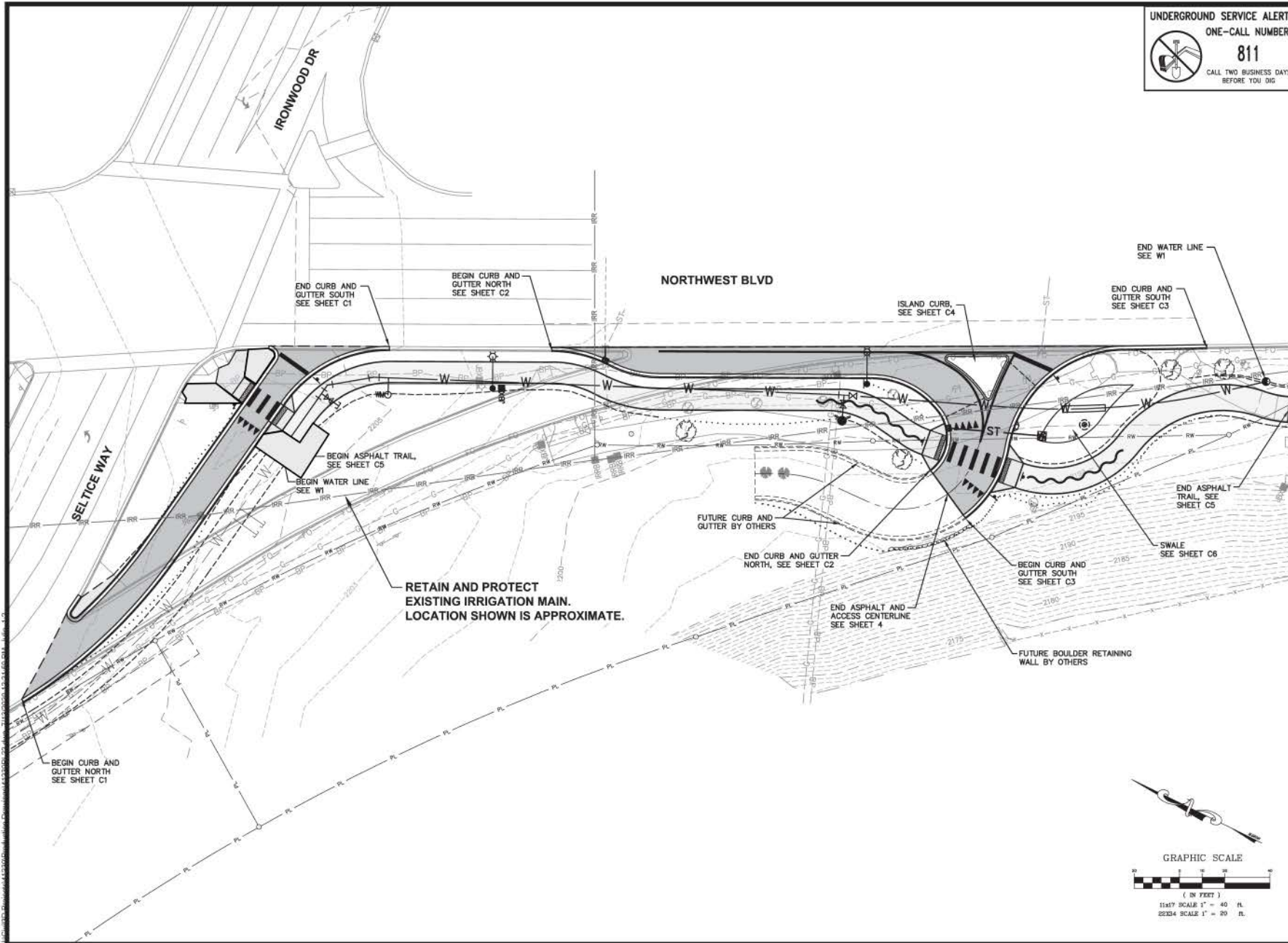
STATE OF IDAHO)
) ss
County of Kootenai)

On this ___ day of _____, 2017, before me, a Notary for the State of Idaho, personally appeared _____ known, or identified to me to be the person who subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of, and is authorized to so execute this instrument by, Glacier NW Blvd Seltice, LLC.

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

Notary Public for the State of Idaho
Residing at: _____
Commission Expires: _____

EXHIBIT A



UNDERGROUND SERVICE ALERT
ONE-CALL NUMBER
811
 CALL TWO BUSINESS DAYS BEFORE YOU DIG

COPYRIGHT 2020 Welch-Comer & Associates, Inc. This document, and ideas and designs incorporated herein, as an instrument of professional service, is the property of Welch-Comer & Associates, Inc., and is not to be used in whole or in part for any other project without the written authorization of Welch-Comer & Associates, Inc.

PROFESSIONAL ENGINEER LICENSED 15695 STATE OF IDAHO ADAM J. DORSEY
 07/13/20

WELCH-COMER ENGINEERS | SURVEYORS
 209-664-9089
 www.welchcomer.com (toll free) 877-815-5672
 330 E. Lakeside Ave., Suite 101
 Coeur d'Alene, ID 83814

PARKWOOD PROPERTIES
NORTHWEST BLVD/SELCTICE WY
ACCESS IMPROVEMENTS
PROJECT OVERVIEW

PROJ. NO.: 41328/41239
 DESIGNED BY: MRG/JRG
 DRAWN BY: SDS/JAL
 CHECKED BY: MRG
 DWG. NAME: 41328/PL22.DWG
 DATE: 06-30-20
 SHEET NO:

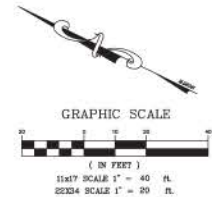


EXHIBIT B

cross with valves

210 feet +



Seltice Way Agreement

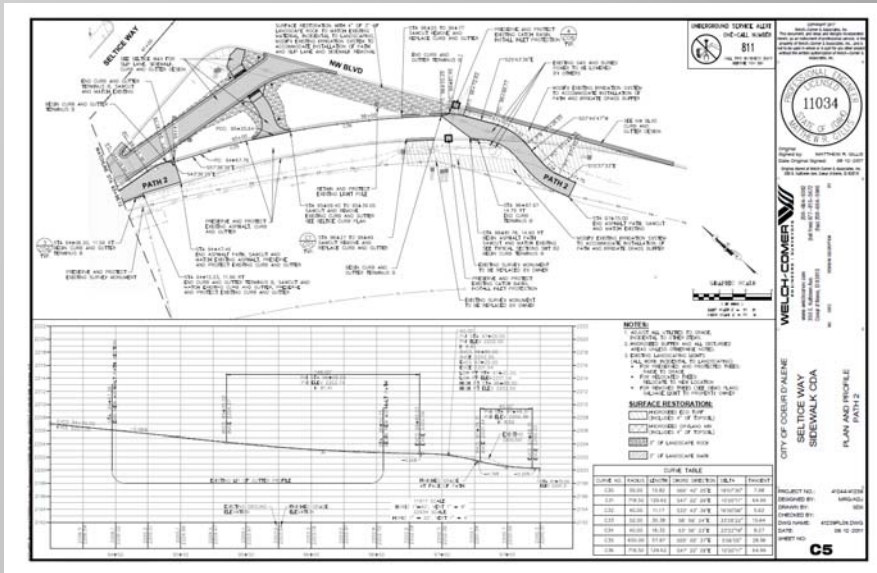


April 26, 2021

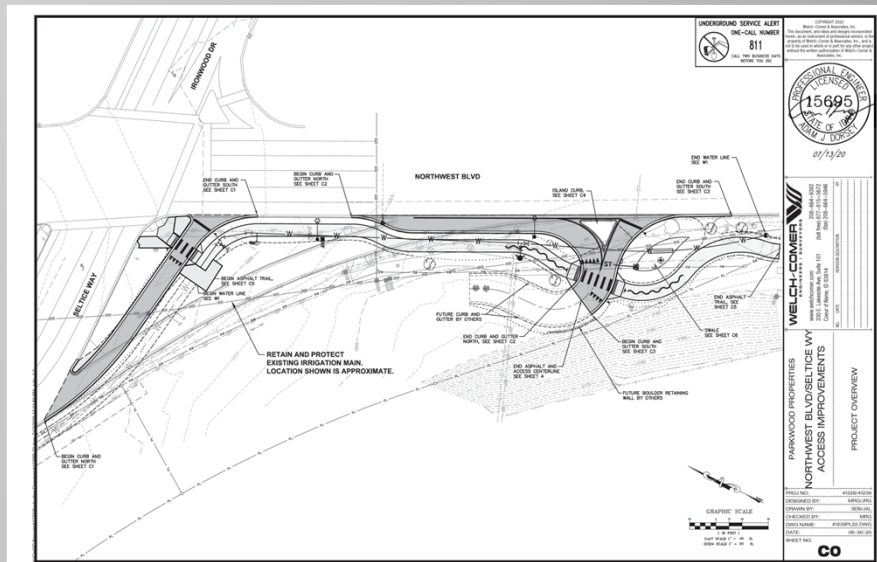
Seltice Way Agreement



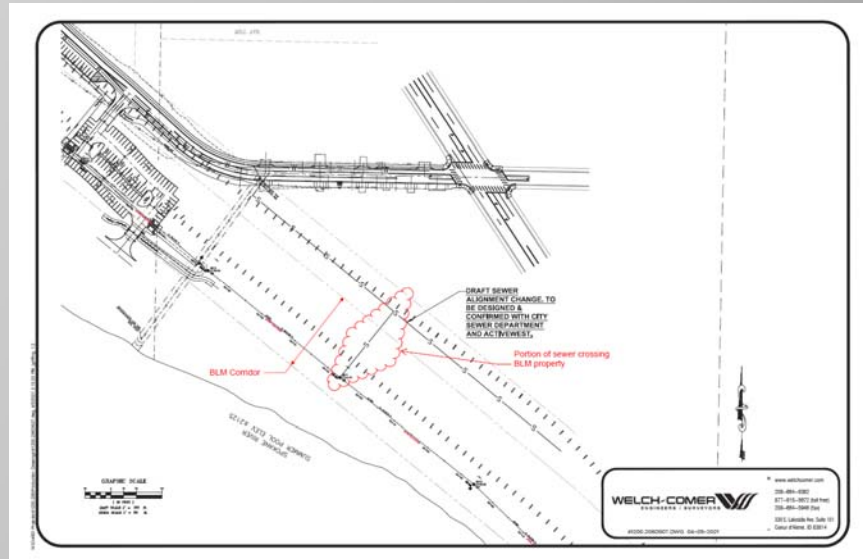
Seltice Way Agreement



Seltice Way Agreement



Seltice Way Agreement



Seltice Way Agreement

DECISION POINT/RECOMMENDATION:

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

**GENERAL SERVICES/PUBLIC WORKS
STAFF REPORT**

Date: April 26, 2021

From: Bill Greenwood, Parks & Recreation Director

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

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

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

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

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

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

Naming Agreement

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

RECITALS

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

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

AGREEMENT

1. **Gift.** The Donor hereby pledges to the Foundation, for the benefit of the City, the following gift: Forty Thousand and no/100 Dollars (\$40,000.00) to name the amphitheater at Riverstone Park for a period of ten (10) years; beginning September 1, 2021, and ending September 1, 2031. Prior to the end of the term, the Donor will be contacted by the Foundation or the City to offer to renew the Donor’s sponsorship agreement for another term.
2. **Payment of the Gift.** The Gift is an irrevocable pledge that will be paid to the Foundation in one lump sum of Forty Thousand and no/100 Dollars (\$40,000.00) no later than _____ [date]. Payment shall be paid by the Donor to the Foundation via check, or other method acceptable to the Donor and the Foundation’s Board.
3. **Fee.** The Foundation will retain an administrative fee of \$2,500.00 out of the Gift funds for managing the sponsorship, contracts, renewal, and agreement.
4. **Acknowledgment.** In consideration for the Gift, the Foundation and the City will acknowledge the Gift by naming the facility the “ICCU Ampitheater at Riverstone.” The donation will pay for the signage. Subject to the terms of this Agreement, the Naming will last for the term of the Agreement.
5. **Termination of Naming Rights.** In addition to any rights and remedies available at law, the Foundation Board may terminate this Agreement and all rights and benefits of the Donor hereunder, including terminating the Naming Rights, as follows:
 - a. In the event the Foundation Board determines, in its reasonable and good faith opinion, that circumstances have changed such that the Naming chosen by the Donor would adversely impact the reputation, image, mission, or integrity of the Foundation or the City, by a continued association with Donor and the continuation of the Naming provided for herein.
 - b. If the Foundation Board determines to terminate this Agreement, the Donor shall be given thirty (30) days’ written notice and, if reasonable, an opportunity to correct the circumstances leading to the decision.
 - c. Upon any such termination of this Agreement and/or the Naming Rights hereunder, the Board, the Foundation, and the City shall have no further obligation or liability to the Donor and shall not be required to return any portion of the Gift already paid. The Board, however, may, in its sole and absolute discretion, determine an alternative recognition for the Gift received.
6. **Publicity**

For purposes of publicizing the Gift and the Naming Rights, the Foundation and the City will have the right, without charge, to photograph the Donor and use the names, likenesses, and images of the Donor in photographic, audiovisual, digital, or any other form of medium (the “Media Materials”) and to use,

reproduce, distribute, exhibit, and publish the Media Materials in any manner and in whole or in part, including in brochures, website postings, informational and marketing materials, and reports and publications describing Foundation's development and business activities, during the term of this Agreement.

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

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

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

Idaho Central Credit Union

Panhandle Parks Foundation

By _____
(Printed Name) _____
Title: _____

By _____
(Printed Name) _____
Title: _____

**GENERAL SERVICES/PUBLIC WORKS
STAFF REPORT**

DATE: April 26, 2021

FROM: Bill Greenwood, Parks & Recreation Director

SUBJECT: Parks & Recreation Code Amendments (action required)

DECISION POINT:

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

HISTORY:

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

FINANCIAL ANALYSIS:

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

PERFORMANCE ANALYSIS:

The changes to the ordinance and adopting bylaws will help streamline the function of the Parks & Recreation Commission, as well as provide a clearer outline for all new members to follow.

DECISION POINT/ RECOMMENDATION:

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

ORDINANCE NO. _____
COUNCIL BILL NO. 21-

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF COEUR D'ALENE MUNICIPAL CODE SECTIONS 4.05.070 AND 4.05.090; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THE ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

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

NOW, THEREFORE,

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

SECTION 1. *That section 4.05.070 of the Coeur d'Alene Municipal Code be amended as follows:*

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

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

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

- B. A quorum of four (4) members is necessary for the commission to conduct any business or reach any decisions. The high school member shall not be counted for quorum purposes. All decisions must be approved by a majority of commission members present and participating at meetings.
- C. Commission meetings must meet the requirements of the Idaho open meeting law. The commission will strive to maintain meetings that are expeditious and orderly. The chairperson is empowered to keep the meeting progressing expeditiously, including cutting off debate, determining appropriate comments, and ensuring that decisions by the commission are arrived at collectively, rather than as individual members.
- D. If a member misses three consecutive meetings, that member will be subject to removal by the Parks and Recreation Commission Chair.
- E. The commission will meet regularly at a time and place determined by the commission.

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

SECTION 4. The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein.

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

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

APPROVED, ADOPTED and SIGNED this _____ day of _____, 2021.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF COEUR D'ALENE MUNICIPAL CODE SECTIONS 4.05.070 AND 4.05.090; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THE ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am a Chief Deputy City Attorney for the City of Coeur d’Alene, Idaho. I have examined the attached summary of Coeur d’Alene Ordinance No. _____, Amending sections 4.05.070 and 4.05.090 of the Coeur d’Alene Municipal Code, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this _____ day of _____, 2021.

Randall R. Adams, Chief Deputy City Attorney

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

DATE: APRIL 26, 2021

FROM: KELLEY SETTERS, DEPUTY CITY CLERK

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

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

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

REQUEST:

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

Streets and Engineering, provided the following comments/concerns:

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

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

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

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

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

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

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

OTHER INFORMATION:

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



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

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

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

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

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

To be installed by
NIC Facilities
crew.

Banner location



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

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

DECISION POINT:

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

HISTORY:

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

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

PERFORMANCE ANALYSIS:

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

FINANCIAL ANALYSIS:

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

DECISION POINT:

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



Todd Feusier, Streets & Engineering Director

Surplus Used Equipment

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



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



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



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



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



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



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



Decision Point

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

