

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

AGENDA

VISION STATEMENT

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

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

6:00 P.M.

April 17, 2018

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Pastor Kurt Wandrey, Peace Lutheran Church

C. PLEDGE OF ALLEGIANCE

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

E. PRESENTATIONS:

1. Proclamation for Arbor Day - April 17, 2018

Received by: Katie Kosanke, Urban Forester

2. Atlas Waterfront Project Update

Presented by: Phil Boyd, President Welch/Comer

3. East Sherman Master Plan

Presented by: Hilary Anderson, Community Planning Director
and Matt Farrar, Community Builders Project Manager

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

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

1. Approval of Council Minutes for the April 3, 2018 Council Meeting.
2. Approval of Bills as Submitted.
3. Approval of the General Service Committee Meeting Minutes from the meeting held on April 9, 2018.
4. Approval of the Financial Report.
5. Setting of General Services and Public Works Committees meetings for April 23, 2018 at 12:00 noon and 4:00 p.m. respectively.
6. Approval of outdoor seating for the NYC Piano Bar, 313 E. Sherman Avenue
7. Approval of a Beer and Wine License for the NYC Piano Bar, 313 E. Sherman Avenue (New), Daniel and Nika Schnatter
8. Approval of a Beer and Wine License transfer from Cenex Zip Trip to Par Hawaii, Inc., 1427 E. Best Avenue , Jim R. Yates, Eric Wright, and William Monteleone
9. Approval of a Beer and Wine License transfer from Gus's Cigar Pub to Wicked Buffalo Bar, 1903 E. Sherman Avenue , Craig Curlett
10. Approval of a Beer and Wine License upgrade to include liquor to Cellar Restaurant LLC. Db a Honey Co., 317 E. Sherman Avenue, Adam Hegsted

As Recommended by City Clerk

11. Resolution No. 18- 025

- a. Approval of the S-14-17 Tilford Place: Final Plat, Approval of Subdivision Improvement Agreement.

As Recommended by the City Engineer

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

H. ANNOUNCEMENTS

1. **City Council**
2. **Mayor**

I. GENERAL SERVICES COMMITTEE

1. **Resolution No. 18-023** - Approval of award and agreement with Power City Electric, Inc. for the Collections System Radio/Telemetry upgrade.

Staff Report by: Jim Remitz, Wastewater Project Manager

2. **Council Bill No. 18-1006:** Amendments to Municipal Code Chapter 8.12 –entitled Fireworks

Staff Report by: Craig Etherton, Fire Inspector

3. **Council Bill No. 18-1007:** Creation of Municipal Code Chapter 4.35 –entitled Smoke Free Zone

Staff Report by: Bette Ammon, Library Director

J. OTHER BUSINESS

1. **Resolution No. 18-024** - Agreement with Allen and Mary Dee Dodge for a new artistic/functional bike rack for the upper level of the Coeur d'Alene Public Library.

Staff Report by: Troy Tymesen, City Administrator

- K. RECESS:** April 26, 2018 for a workshop with Ignite CDA at 5:00 p.m. at the NIC Student Union Building, Lake Coeur d'Alene Room.

This meeting is aired live on CDA TV Cable Channel 19



Coeur d'Alene

CITY COUNCIL MEETING

April 17, 2018

MEMBERS OF THE CITY COUNCIL:

Steve Widmyer, Mayor

Council Members Edinger, English, Evans, Gookin, McEvers, Miller

PRESENTATIONS

PROCLAMATION

WHEREAS, in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

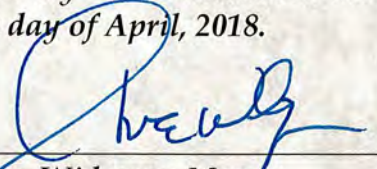
WHEREAS, Coeur d'Alene has been recognized as Tree City USA by the National Arbor Day Foundation and desires to continue its tree-planting ways; and

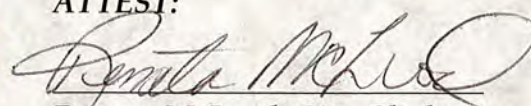
NOW, THEREFORE, I STEVE WIDMYER, Mayor of the City of Coeur d'Alene, Idaho, do hereby proclaim the week of April 23rd to April 28th, 2018 as

"CELEBRATION OF ARBOR DAY WEEK"

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d'Alene to be affixed this 17th day of April, 2018.




Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

Atlas Waterfront Project Update

April 17, 2018

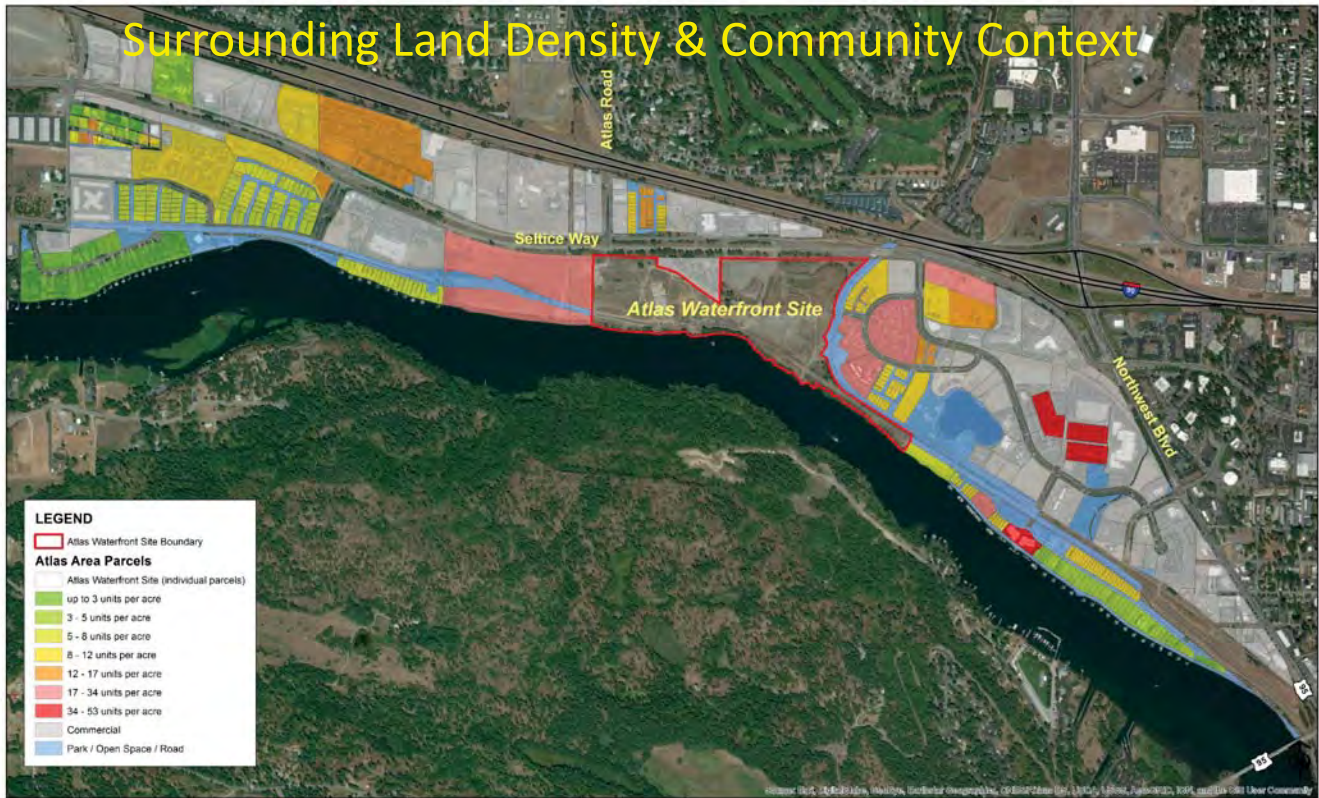


Public Meeting and Open House Meeting Objective

- Demonstrate How the COR Vision Group Meeting Started “Shaping” the Site Development
- Provide Information About the Need to “Balance” the Site Between Public Space and Development
- Present Options for:
 - Road Networks
 - Public Space Size and Character
 - Shoreline Restoration
- Solicit Feedback and Answer Questions During the Openhouse

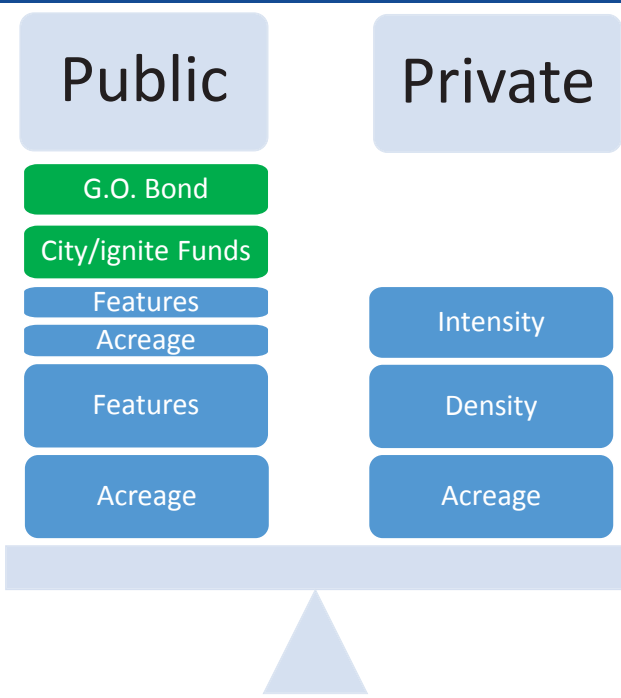


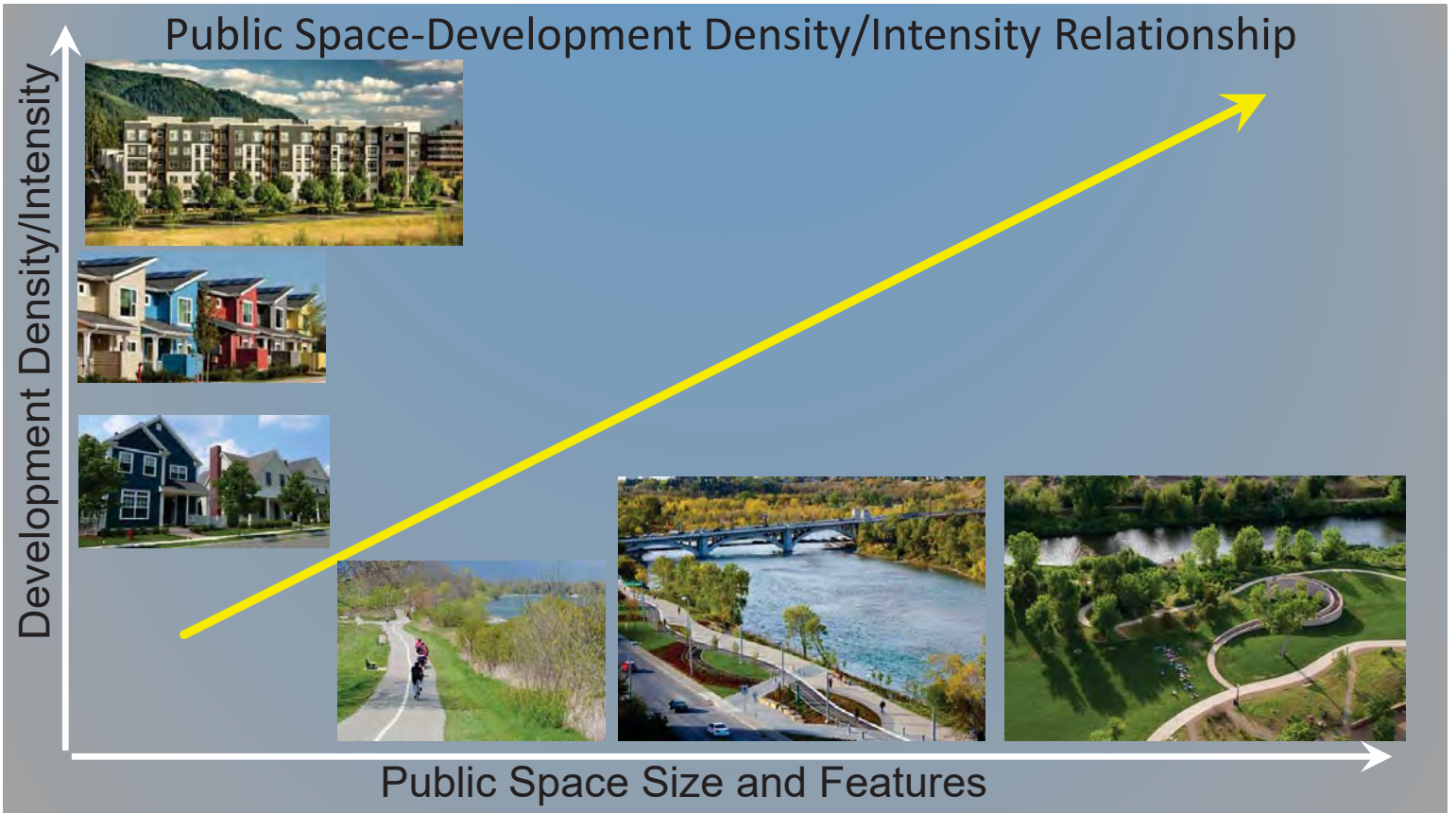
Surrounding Land Density & Community Context



WELCH-COMER ENGINEERS & SURVEYORS
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Balanced Project Economics





Information and Feedback

Providing You Information and Options on Four Topics:

1. Road Network Type
2. Public Space/Private Space
3. Public Space Character
4. Riverbank Restoration and Stabilization

So You Can Provide Feedback...by Placing Your Dot on the Option:

- You Most Prefer
- You Moderately Prefer
- You Least Prefer

1 Which Road Network Do You Prefer?

Place your dot on the option you prefer according to: Red: Least Prefer. Yellow: Moderately Prefer. Green: Most Prefer

<p>Option 1</p> 	<p>Grid</p> <ol style="list-style-type: none"> 1. Efficient 2. Classic Neighborhood (Authentic place) 3. Challenging with topography 	<p>March 22, 2018 Meeting Response</p> 
<p>Option 2</p> 	<p>Meandering with Grid</p> <ol style="list-style-type: none"> 1. Less efficient 2. Enhances Neighborhood Greenspace 3. Fewer Streets Function as View Corridors 4. Works with topography 	<p>March 22, 2018 Meeting Response</p> 
<p>Option 3</p> 	<p>Meandering</p> <ol style="list-style-type: none"> 1. Least Efficient 2. Non-Traditional Neighborhood 3. Limited View Corridor Opportunities 4. Works with topography 	<p>March 22, 2018 Meeting Response</p> 

2 What Size of Public Space Do You Prefer, Considering the Funding Tradeoffs?

Place your dot on the option you prefer according to: Red: Least Prefer. Yellow: Moderately Prefer. Green: Most Prefer

<p>Option 1</p>  <p>25% Public Area 20% Road Area 55% Development Area</p>		<p>Land Sales</p> 	<p>March 22, 2018 Meeting Response</p> 
<p>Option 2</p>  <p>35% Public Area 15% Road Area 50% Development Area</p>		<p>Land Sales</p> 	<p>March 22, 2018 Meeting Response</p> 
<p>Option 3</p>  <p>45% Public Area 10% Road Area 45% Development Area</p>		<p>Land Sales</p> 	<p>March 22, 2018 Meeting Response</p> 

3 What Type of Public Space Character do You Prefer?

Place your dot on the option you prefer according to: Red: Least Prefer. Yellow: Moderately Prefer. Green: Most Prefer

Option 1				<p>March 22, 2018 Meeting Response</p> <p>Option 1</p>
Option 2				<p>March 22, 2018 Meeting Response</p> <p>Option 2</p>
Option 3				<p>March 22, 2018 Meeting Response</p> <p>Option 3</p>

4A In Tall Riverbank Areas, Which Stabilization Option do You Prefer?

Place your dot on the option you prefer according to: Red: Least Prefer. Yellow: Moderately Prefer. Green: Most Prefer

	<p>Vegetative Stabilization</p> <p>March 22, 2018 Meeting Response</p> <p>Vegetative</p>	
	<p>Rip Rap Rock Stabilization</p> <p>March 22, 2018 Meeting Response</p> <p>Rip Rap Rock</p>	<p>March 22, 2018 Meeting Response</p> <p>Retaining Wall</p>

4B

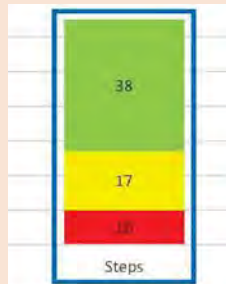
In Mid-Height Riverbank Areas, Which Stabilization Option do You Prefer?

Place your dot on the option you prefer according to: Red: Least Prefer. Yellow: Moderately Prefer. Green: Most Prefer



Steps

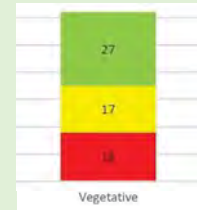
March 22, 2018 Meeting Response



Vegetative Stabilization

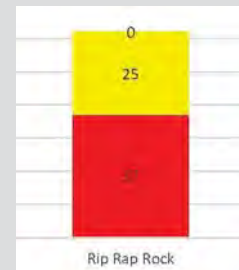


March 22, 2018 Meeting Response



Rip Rap Rock Stabilization

March 22, 2018 Meeting Response



4C

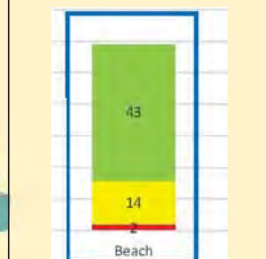
In Low Riverbank Areas, Which Stabilization Option do You Prefer?

Place your dot on the option you prefer according to: Red: Least Prefer. Yellow: Moderately Prefer. Green: Most Prefer



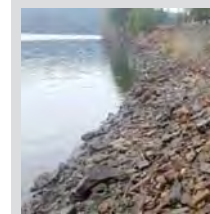
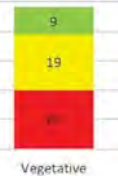
Beach

March 22, 2018 Meeting Response



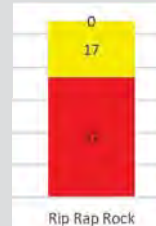
Vegetative Stabilization

March 22, 2018 Meeting Response



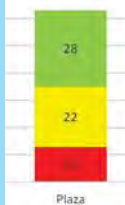
Rip Rap Rock Stabilization

March 22, 2018 Meeting Response



Plaza

March 22, 2018 Meeting Response





**EAST
SHERMAN
AVE**

EAST SHERMAN MASTER PLAN UPDATE TO CITY COUNCIL 4.17.2018



Who are we?

COMMUNITY BUILDERS



Our Mission

- *Helping local leaders create strong and prosperous communities in the American West*

Our Work

- *Training and Capacity Building*
- *Technical Assistance*
- *Research and Analysis*
- *Communication and Outreach*

Our Issues

- *Transportation*
- *Economic Development*
- *Housing*
- *Neighborhood Revitalization*

A PARTNERSHIP



City of Coeur d'Alene

(www.cdaid.org)



Community Builders

(www.communitybuilders.org)



CDA 2030

(www.cda2030.org)

PROJECT TEAM



Hilary Anderson
(Community Planning Director)



Matt Farrar
(Project Manager)

Jim Leggitt
(Leggitt Studio)

Alex Joyce
(Cascadia Partners)

Cheney Bostic
(StudioSeed)



Nicole Kahler
(Project Manager)



Community Driven Process

PROJECT PURPOSE

This is a community-driven planning effort aimed at:

1. Creating a shared community vision for East Sherman Avenue to guide long-term decision making.
2. Creating an action-oriented master plan for the physical and economic development of East Sherman Avenue.

PROJECT PHASES

Phase I

Identifying challenges, opportunities & aspirations

Where are we now?

Phase II

Crafting a shared community vision

Where do we want to be?

Phase III

Developing an action plan

How do we get there?

Stewardship & Implementation

2015 - 2017

Jan – April

April - Dec

LEADERSHIP COMMITTEE

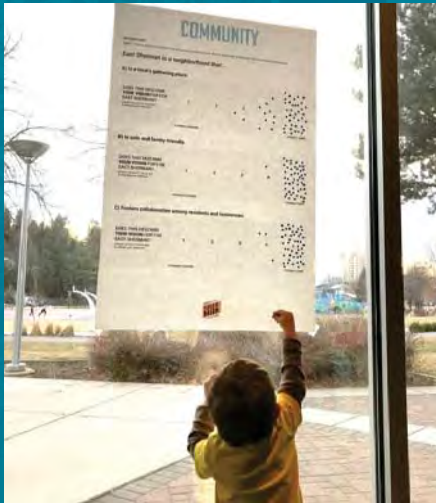
1. **Mayor Steve Widmyer** | Coeur d'Alene City Council & CBLI Team
2. **Amy Evans** | Coeur d'Alene City Council
3. **Craig Hunter** | Coldwell Banker Commercial Schneidmiller Realty & CBLI Team
4. **Jef Lemmon** | JLB Design Build & CBLI Team
5. **Mayor Heidi Acuff** | Fernan Lake Village City Council & CBLI Team
6. **Erin McClatchey** | CDA 2030 Board
7. **Alivia Metts** | Ignite CDA Board & CDA 2030 Board
8. **Jimmy McAndrews** | CDA 2030 Board
9. **Ben Weymouth** | CDA 2030 Committee
10. **Joe Morris** | East Mullan Neighborhood Assoc.
11. **Dwight Bershaw** | Clearwater Summit Group, Landscape Architect & Neighborhood Stakeholder
12. **Scott Krajak** | Viking Homes Residential Developer & Neighborhood Stakeholder
13. **Chris Meyer** | Parkwood Business Properties Commercial Developer & Neighborhood Stakeholder
14. **Robert Hall** | Dealer Alternative Owner
15. **Dennis Brueggemann** | Neighborhood Stakeholder, KEA Board Member & Grant Writer
16. **Ryan Arnold** | North Idaho College Director of Entrepreneurial Strategy & Neighborhood Stakeholder
17. **Mike & Jeni Gaertner** | Vertical Earth Owners
18. **Mark & Nicole Randolph** | Rogers Owners
19. **Heather Riviere** | Volunteer @ PARK(ing) It On Sherman & Former Food Truck Owner
20. **Kathy Livingston** | Fernan Elementary School Principal
21. **Brett Depew Sorensen** | Elementary School Principal
22. **Steve Adams** | Avalanche Insurance Owner & former Coeur d'Alene City Council Member
23. **Pastor Ross Lanphere** | Church at 15th/Sherman
24. **Rich Thrasher** | Innovation Den
25. **Rocco Zito** | Zito Enterprises & Property Owner
26. **Michael DePasquale** | Michael D's Owner
27. **John Swallow** | McAllister Technical
28. **Jeff Conroy** | St. Vincent de Paul
29. **Gynii Gilliam** | Coeur d'Alene Area EDC – Jobs Plus



Strategy Workshop

PURPOSE

Opportunity for the community to: (1) Provide feedback on the draft Vision; (2) Share ideas for how to achieve that Vision; (3) Design their ideal version of East Sherman Avenue; (4) Identify dangerous intersections and common walking/biking routes.



Design Studio

PURPOSE

Opportunity for the community and key stakeholder groups to work alongside planning and design experts to define specific strategies and design concepts to advance the community's vision for East Sherman Avenue.



DESIGN STUDIO OPEN HOUSE

- Join us for the Design Studio Open House!
- This event will serve as an opportunity for community members to review and provide feedback on the East Sherman design concepts. Your participation and input is important!
- **WHEN:**
Wednesday, April 18 / 5:30-7:30pm
- **WHERE:**
Coeur d'Alene Visitors Center/Chamber of Commerce
(105 N 1st Street)

A photograph of a group of people in a meeting, overlaid with a teal color. The word "QUESTIONS?" is written in white, bold, uppercase letters in the center of the image. The background shows people sitting around a table, looking at documents or laptops.

QUESTIONS?

CONSENT CALENDAR

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

April 3, 2018

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room, April 3, 2018 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

Loren Ron Edinger)	Members of Council Present
Dan English)	
Woody McEvers)	
Dan Gookin)	
Kiki Miller)	
Amy Evans)	Member of Council Absent

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

INVOCATION: Pastor Ron Hunter with Church of the Nazarene gave the invocation.

PLEDGE OF ALLEGIANCE: Councilmember McEvers led the pledge of allegiance.

PROCLAMATION OF NATIONAL TELE-COMMUNICATOR'S WEEK: Mayor Widmyer proclaimed the week of April 8 - April 14, 2018 as National Tele-communicator's Week.

PROCLAMATION FAIR HOUSING MONTH: Mayor Widmyer proclaimed the month of April 2018 as Fair Housing Month. Ali Taylor, Executive Director of the Coeur d'Alene Association of Realtors accepted the proclamation. She thanked the Council for their support.

PROCLAMATION OF NATIONAL SERVICE RECOGNITION DAY: Mayor Widmyer proclaimed the April 3, 2018 as National Service Recognition Day. Ariel Mesenbrink, AmeriCorps VISTA Leader, United Way of North Idaho, accepted the proclamation and stated that they have collected over \$80,000 in in-kind and cash donations and provided over 1,000 of service hours this year. She thanked the Council for their support.

CONSENT CALENDAR: **Motion** by McEvers, seconded by Edinger, to approve the consent calendar.

1. Approval of Council Minutes for the March 20, 2018 Council Meeting.
2. Approval of Bills as Submitted.
3. Approval of the General Service and Public Works Committee Meeting Minutes from the meetings held on March 26, 2018.

4. Setting of General Services and Public Works Committees meetings for April 9, 2018 at 12:00 noon and 4:00 p.m. respectively.
5. Approval of an Outdoor Eating Permit for Kaiju Sushi and Spirits, 1426 N. 6th Street.
6. Approval of Cemetery Lot Repurchase – Ron & Vickie Stoner.
7. Approval of transfer of Beer and Wine License from Renee’s Downtown, LLC to Leonard Northwest LLC d/b/a Fine Brewed, 507 E. Sherman Avenue
8. Approval of Transfer of Beer/Wine/Liquor License to New Owners of MRP Coeur d’Alene, LLC, d/b/a MacKenzie River Pizza, 405 W. Canfield Avenue
9. Setting of Public Hearing for May 1, 2018 to: Declare Property Located at 601 W. Neider Avenue as Surplus, and Setting Minimum Value of \$40,000
10. **RESOLUTION NO. 18-018** - a Resolution of the City of Coeur d'Alene, Kootenai County, Idaho, authorizing the below-mentioned contract and other action of the City of Coeur d’Alene, including approval of destruction of records for the Municipal Services and Human Resources departments, and approval of an agreement with the Idaho Transportation Department (ITD) renewing terms for fire protection within the ITD right-of-ways for US 95 and I-90.
11. **RESOLUTION NO. 18-019** - Approval of Amendment No. 1 to the Loan Offer Agreement, Project Number WW1601, with the Idaho Department of Environmental Quality for construction of Tertiary Treatment Phase 2.

ROLL CALL: English Aye; Edinger Aye; Miller Aye; McEvers Aye; Gookin Aye. **Motion Carried.**

PUBLIC COMMENTS:

John Holzler, Coeur d’Alene, thanked the Council for their work throughout the community over the last year. He noted that he serves as the President for Merrett Office Park Association in Riverstone and at their last annual meeting, most of the owners expressed concern about access into and out of Riverstone. The issue is that as one turns off Northwest Boulevard into Lakewood, traffic gets backed up. He requested the City look at a possible entrance at LaCrosse Avenue. Mayor Widmyer noted that the Engineering Division is working on solutions currently, and will follow up with the Association soon.

Larry Schamare, Coeur d’Alene, owns property on Coeur d’Alene Avenue, and said that recently there have been people moved in across the street, and there appears to be police called to that location nightly. He feels there are many problems on that corner and wondered if something could be done. Mayor Widmyer noted that he would check with the police.

Buz Schott, Senior Director, State Government Affairs with Charter Communications, thanked the City for allowing the C-Span bus in the City Hall parking lot. He wanted to let the community know that they are working to resolve the blackout on Fox TV, as they cannot show the channel without a contract. Additionally, he noted that in June or early summer they will be moving to digital broadcasts, and it will take about a month of transition. Customers will have to get a box, which will provide more HD channels and better responsiveness to the customers. Councilmember McEvers asked about the relocation of CDATV Channel 19. Mr. Schott stated they should know within the next two weeks where the channel will be located to, and confirmed that it will be reassigned to a different channel number. Councilmember McEvers asked about

the cost of the boxes. Mr. Schott was not sure of the exact cost but it will likely be a small fee. He noted that the quality and service will be better. Councilmember McEvers said that Spectrum representatives said that they might have equipment for the city studio. Mr. Schott responded that he would look at studio equipment options. Councilmember Edinger asked how subscribers would learn about the conversion. Mr. Schott said that they would send letters 30 days in advance of the transition and have already begun discussions with large commercial customers. Councilmember Gookin asked if they would be improving the quality of the internet connection. Mr. Schott confirmed that they want to provide one gig for residential customers and plan to move nationwide and will provide the schedule to the city when it is available. Councilmember Miller thanked them for making it possible to have the C-Span bus here and noted that they did a fabulous job.

COUNCILMEMBER ANNOUNCEMENTS:

Councilmember Miller noted that the Atlas Waterfront project has updated data on the city website, www.cdavid.org/atlaswaterfront. She said that there would be an open house-type public meeting on April 25, 2018. Additionally, the Library is making progress on its digitization of microfilm documents, which will allow them to be electronically searchable. She also noted that the Lake City Public Library opened a chess club for all ages.

RESOLUTION NO. 18-020

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ADOPTING THE VETERANS CENTENNIAL PARK MASTER PLAN AS AN ADDENDUM TO THE PARKS AND RECREATION MASTER PLAN AND THE CITY'S COMPREHENSIVE PLAN.

STAFF REPORT: Natural Open Space Committee Liaison Mike Kempton explained that the Veterans Centennial Park is a 16-acre parcel held in trust by the Panhandle Parks Foundation. This parcel was donated by Emma Van Laken for use as a public park and recreation area for the citizens of Coeur d'Alene to be kept in as natural a condition as possible. He presented a map of the area noting the two main sections as one heavily wooded and the other an open field area near the access easement. The Natural Open Space Committee was tasked with developing a master plan to serve as a guide for the development of this parcel. They have been working with various groups and interested parties. The master plan being presented has been created with the public feedback provided and is supported by the Natural Open Space Committee and the Parks and Recreation Commission. Mr. Kempton noted that key components of the park would include a site access road and parking lot area, a veteran's plaza, gazebo, and a restroom shelter. He noted that this plan is intended to serve as a guide for the development of a public park. No funds are currently budgeted for this project. Having a plan in place would enable the City to pursue grants, matching funds, and donations to implement the plan and create the park. The plan would also allow the City to budget funding in the future for this project. Nothing in this master plan commits the City to expending money at this time.

DISCUSSION: Councilmember Miller noted that she lives in the Fernan Hill area and appreciates staff taking input from the citizens that live in that area. There has been a lot said

about the narrow steep road up the bench and hopes there is a plan for the future access. Mr. Kempton noted that it is a low impact, low use park, so they have not planned for any current road improvement projects.

MOTION: Motion by Edinger, seconded by McEvers to approve **Resolution No. 18-020**, Adoption of Veteran's Centennial Park Master Plan as an Addendum to the Parks and Recreation Master Plan and the City's Comprehensive Plan.

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

RESOLUTION NO. 18-021

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A LEASE AGREEMENT WITH NEIL AND ANNA LUNT, d/b/a BROOKS SEAPLANE SERVICE, INC., FOR BAY 5 ON THE COMMERCIAL DOCK.

STAFF REPORT: Parks and Recreation Director Bill Greenwood noted that Brooks Seaplane Service has been leasing Bay 5 on the commercial dock and providing plane rides over our region for over 30 years. It is a favorite attraction in our community and with visitors. The Lunt's have purchased the business and want to carry on this tradition. He noted that the Lunt's agreed to pay the first year lease sum of \$5,992.60, payable as follows: \$5,899.20, based on a monthly rental of \$491.60, due on April 1, 2018, for the period of April 1, 2018, through March 31, 2019; and \$93.40, which is the 2% fee assessed by the Department of Lands. Annual lease increases will be based on the Consumer Price Index (CPI) Western.

DISCUSSION: Councilmember English noted that he remembers the seaplanes running when his was a kid and understands this is a new owner under an old lease. Mr. Greenwood noted that the only difference between the new and old lease is the five-year term rather than a three-year renewal. Councilmember Miller asked for clarification regarding how the renewal is made. Mr. Greenwood clarified that the Lunt's would need to submit a request for renewal. Councilmember McEvers noted that we are giving two more years to help with a lending agreement with the Lunt's bank. Mr. Greenwood confirmed that they requested it to meet the needs of the bank terms for purchasing the business.

MOTION: Motion by Edinger, seconded by McEvers to approve **Resolution No. 18-021**, approval of a Lease Agreement with Neil and Anna Lunt, d/b/a Brooks Seaplane Service, LLC for Bay 5 on the Commercial Dock.

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

A-6-16 – A +/- 7.46 ACRE ANNEXATION FROM COUNTY LIGHT INDUSTRIAL TO CITY C-17 FOR A PARCEL LOCATED ON THE W. SIDE OF ATLAS ROAD AND S. OF HANLEY AVENUE. Pursuant to Council action on January 17, 2017

RESOLUTION NO. 17-022

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING AN ANNEXATION AGREEMENT WITH CANNON GROUND DEVELOPMENT, LLC, (JOHN A. HERN, III), FOR A PARCEL LOCATED ON THE SOUTHWEST CORNER OF THE INTERSECTION OF ATLAS ROAD AND HANLEY AVENUE.

MOTION: Motion by Gookin, seconded by English to approve **Resolution No. 18-022**, Approval of Annexation Agreement with Cannon Ground Development, LLC.

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

COUNCIL BILL NO. 18-1005

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED AS C-17; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

MOTION: Motion by Gookin, seconded by McEvers, to dispense with the rule and read **Council Bill No. 18-1005** once by title only.

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

MOTION: Motion by Gookin, seconded by McEvers, to adopt **Council Bill 18-1005**.

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

PARKING GARAGE ACCESS & MANAGEMENT EQUIPMENT BID UPDATE

STAFF REPORT: Streets and Engineering Superintendent Tim Martin noted that the City issued a request for bids to design, supply, and install parking garage access and management equipment for the City's new parking garage, currently under construction. Only one bid was received and the bid amount was \$495,680. In conversation with the sole bidder, Tri-State Electric, they felt that the cost could be decreased by removing some items from the scope of work, but a contract with them was needed before they would discuss reducing the bid amount. The bid amount is considered excessive by the design and construction team.

DISCUSSION: Councilmember English asked if there is reason to believe there are more vendors. Mr. Martin confirmed that there are other vendors and one specifically noted that they just could not meet the bid timeline. He also noted that this is a little different from the McEuen design, as they needed to make sure to include the security loops for the cameras and controls and there were just too many options and too large a price tag to move forward with this bid.

MOTION: Motion by English, seconded by Edinger to reject the sole bid for the parking garage access and management equipment. **Motion carried.**

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

The meeting adjourned at 6:45 p.m.

ATTEST:

Steve Widmyer, Mayor

Renata McLeod, CMC, City Clerk

GENERAL SERVICES COMMITTEE
MINUTES
April 9, 2018
12:00 p.m., Library Community Room

COMMITTEE MEMBERS

Councilmember Ron Edinger, Chairperson
Councilmember Dan Gookin
Councilmember Amy Evans

STAFF

Juanita Knight, Senior Legal Assistant
Craig Etherton, Fire Inspector
Bette Ammon, Library Director
Mike Gridley, City Attorney
Jim Remitz, Capital Program Manager
Kelly Setters, Deputy City Clerk
Renata McLeod, Municipal Services Director

Item 1. Amendments to Municipal Code chapter 8.12 entitled Fireworks.
(Agenda)

Craig Etherton, Fire Inspector, presented a request for council approval of amendments to the City's Fireworks Ordinance, Chapter 8.12. Mr. Etherton noted in his staff report that the Fire Department feels that the release of "sky lanterns" within the City limits presents a fire safety risk to the City and surrounding forested areas. We also believe that allowing stands to be placed in vacant lots with vegetation is a fire hazard even if the vegetation is maintained. We do not know the type of paints used on the stands and many of them are old. Peeling paint, possibly lead-based, could be present. Also, we have design standards for buildings in our City and the peeling paint does not present a professional appearance. The City has inherited a stand location through annexation which previously stored excess product on-site. This site is now bordered on one side by a home, another side by an upcoming apartment project, and a third side by a gas station.

Councilmember Evans asked for a description of a sky lantern. Mr. Etherton said they originated in the Orient. It is a paper or plastic type of parachute with a heat source that when burning creates a lift. Once in the air the sky lantern drifts with the wind. The primary place that gets requests for sky lanterns is the Jewett House as part of a wedding ceremony.

Councilmember Gookin asked Mr. Etherton to explain 'stands with peeling paint' as noted in the staff report. Mr. Etherton said the FD issues permits for the operation of fireworks sales and as part of that permit the FD will do safety inspections of the stands themselves. The City requires the stand to be a wooden structure of certain size, with required exits, etc. Over the last few years some of the stands are becoming disheveled. The type of paint, if containing lead, is of concern. The FD wants to ensure these structures are in good condition, visually appealing, and present well for our city.

Councilmember Gookin asked if the City actually receives requests to launch sky lanterns. Mr. Etherton said they work with the staff at the Jewett House to address the discussion of releasing lanterns before official requests are made. He noted that the Coeur d'Alene Resort recently submitted a request that was denied. Councilmember Gookin asked how many incidents have been reported regarding sky lanterns, from a littering or fire incident. Mr. Etherton said he is not aware of any. He said they have been fortunate enough with prevention efforts to not have had any incidents.

Councilmember Gookin asked Mr. Gridley, City Attorney, if the definition of fireworks, as stated in Idaho code, already covers sky lanterns. Mr. Gridley said he believes they are calling out the sky lanterns for clarity as there has been some debate as to whether they fall under "fireworks." Mr. Gridley believes the clarity is needed for the FD and PD to be able to enforce regulations concerning sky lanterns.

MOTION: by Evans, seconded by Gookin, to recommend that Council adopt the proposed amendments to Chapter 8.12, Fireworks, of the Municipal Code. Motion Carried.

Item 2. Creation of new Municipal code chapter 4.35 entitled "Smoke-Free Zone".
(Agenda)

Bette Ammon, Library Director, presented a request asking council to approve a "Smoke-Free Zone" ordinance. Mrs. Ammon noted in her staff report that the library opened in its current location 10 years ago. Library users have frequently had to enter the building through a cloud of cigarette smoke. Even though current signage indicates that State code prohibits smoking within 25 feet of the entrance, this is often ignored. Even when smokers move away from the entrance, smoking around the library is an irritant and a health hazard. In addition, McEuen Park is a designated recreational site for families with young children and youths. The facilities frequented by children and youths are concentrated immediately to the west of the Library/City Hall campus and east of the Avista Pavilion. The Library Board of Trustees unanimously supports the creation of a smoke-free zone surrounding the Library and City Hall campus. The Parks & Recreation Department also supports the creation of a smoke-free zone which encompasses the splash pad, playground, tennis courts, and basketball courts where children frequent, as secondhand smoke is known to be a health hazard especially for young people.

Councilmember Evans asked if the City has looked at expanding this to all city parks. Renata McLeod, Municipal Services Director, said the Parks and Recreation Commission may have looked at that over the years but not a full sloop campus wide. She stated the enforcement mechanism may be a challenge in a city park. McEuen park has signage that does not allow smoking and we have trouble enforcing it.

Councilmember Gookin asked if there is enforcement of the 25 foot rule. Mrs. Ammon said she does go out and ask folks to please take their smoking further away from the entrance. She noted there are cigarette receptacles near the benches which are a mess most of the time. Councilmember Gookin said he does not like smoking, but it is legal, and he's okay with banning it from the library entrances but does not agree with banning it in the parks. He does not believe it is enforceable.

Mrs. Ammon said she believes, that with an ordinance to back them up, it would be really helpful when they do ask someone to move. In addition, if someone is warned several times, they could end up with a fine. She added that the Police Chief is in full support of this ordinance.

Councilmember Gookin commented that the proposal notes no cigarette receptacles will be placed within the smoke-free zone. Won't it just lead to a lot more cigarette debris on the ground. Mrs. Ammon said probably, initially. However, she believes it will reduce in time as citizens are educated about the smoke-free zone.

MOTION: by Evans, seconded by Edinger, to recommend that Council adopt a new Municipal Code Chapter 4.35 entitled "Smoke-Free Zone". Motion Carried.

Item 3. Award of the Collections System Radio / Telemetry Upgrade project to Power City Electric, Inc.

(Agenda)

Jim Remitz, Capital Program Manager, presented a request asking council to award a contract to Power City Electric, Inc., for the construction of the Collections System Radio/Telemetry Upgrades in the amount of \$134,405. Mr. Remitz noted in his staff report that the City's sewage collection system consists of approximately 220 miles of buried sewer main piping, 3,500 manholes, and 11 sewage lift (pump) stations that convey customer sewage to the City's Advanced Wastewater Treatment Facility. In order to efficiently operate this system, radio telemetry equipment has been installed at each of the eleven (11) lift stations. This equipment enables City staff to monitor the operation of each lift station and respond quickly to operational alarms, thereby reducing the potential for sewage back-ups. This project will upgrade the radio telemetry equipment at each lift station by replacing outdated and malfunctioning equipment with new equipment. Trindera Engineering performed the electrical engineering for the upgrade project and assisted in providing the bidding documents for construction of the upgrades. Bids were solicited for two (2) weeks during February 2018, but no bids were received by the scheduled March 1 bid opening date. Upon consultation with the City Legal Department, and in accordance with Idaho Statute § 67-2805, the City (through Trindera Engineering) solicited three (3) price quotes for this work from qualified contractors. Only one (1) price quote was received, from Power City Electric, Inc. Funds for this project have been budgeted for and are available in the approved FY 17-18 Wastewater Operating Fund.

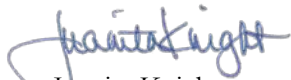
Councilmember Edinger asked Mr. Remitz if he knows why only one quote was received. Mr. Remitz said he does not, unless everyone is just too busy.

Councilmember Gookin asked if the current equipment is still working. Mr. Remitz said it is but it is unreliable. There are line of site issues with the antennas, PLC's are almost obsolete, and they are 15 – 20 years old. Currently, there is only one gentleman that can work on them and he's about to retire. Just about anyone can work on / program the new modern PLC's.

MOTION: by Gookin, seconded by Evans, to recommend that Council approve an agreement with Power City Electric, Inc. in the amount of \$134,405 for the Collection System Radio/Telemetry Upgrades. Motion Carried.

The meeting adjourned at 12:36 p.m.

Respectfully submitted,



Juanita Knight
General Services Committee Liaison

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FEB 07 2018

CITY OF COEUR D'ALENE
Treasurer's Report of Cash and Investment Transactions

CITY CLERK

FUND	BALANCE 2/28/2018	RECEIPTS	DISBURSE- MENTS	BALANCE 3/31/2018
<u>General-Designated</u>	\$994,575	\$43,721	\$201,524	\$836,772
<u>General-Undesignated</u>	12,620,923	1,958,285	3,523,671	11,055,537
<u>Special Revenue:</u>				
Library	483,044	59,010	178,996	363,058
CDBG	8,864	6,892	3,098	12,658
Cemetery	27,341	30,480	29,697	28,124
Parks Capital Improvements	524,069	110,574	15,167	619,476
Impact Fees	2,589,773	70,543		2,660,316
Annexation Fees	115,654	93,849		209,503
Insurance	-			-
Cemetery P/C	1,555,764	4,110	30,900	1,528,974
Jewett House	26,581	559	1,494	25,646
Reforestation	26,744	32		26,776
Street Trees	204,890	6,842	200	211,532
Community Canopy	2,995	424		3,419
CdA Arts Commission	-			-
Public Art Fund	68,549	81	3,195	65,435
Public Art Fund - ignite	588,199	695	14,850	574,044
Public Art Fund - Maintenance	81,593	3,291	93	84,791
<u>Debt Service:</u>				
2015 G.O. Bonds	1,004,195	7,177		1,011,372
LID Guarantee	(0)			(0)
<u>Capital Projects:</u>				
Street Projects	272,048	321	13,672	258,697
<u>Enterprise:</u>				
Street Lights	24,353	47,437	54,004	17,786
Water	3,257,909	393,522	548,227	3,103,204
Water Capitalization Fees	5,654,606	105,540		5,760,146
Wastewater	5,741,287	2,454,828	1,328,879	6,867,236
Wastewater-Reserved	1,011,181	27,500		1,038,681
WWTP Capitalization Fees	7,603,280	116,428		7,719,708
WW Property Mgmt	60,668			60,668
Sanitation	1,375,153	363,236	474,818	1,263,571
Public Parking	(735,264)	24,320	170,672	(881,616)
Drainage	930,469	95,586	63,558	962,497
Wastewater Debt Service	862,513	1,019		863,532
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	196,968	230,719	199,123	228,564
LID Advance Payments	209			209
Police Retirement	1,178,405	14,170	43,627	1,148,948
Sales Tax	2,006	2,458	2,006	2,458
BID	210,600	3,748		214,348
Homeless Trust Fund	334	464	334	464
GRAND TOTAL	\$48,570,477	\$6,277,861	\$6,901,805	\$47,946,533

I HEREBY SWEAR UNDER OATH THAT THE AMOUNTS REPORTED ABOVE, ON THE CASH BASIS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Vonnie Jensen Deputy Finance Director
Troy Tymesen, Finance Director, City of Coeur d'Alene, Idaho

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 SIX MONTHS ENDED
 March 31, 2018

RECEIVED
 APR 07 2018
CITY CLERK

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 3/31/2018	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$233,336	\$112,041	48%
	Services/Supplies	11,400	5,081	45%
Administration	Personnel Services	357,463	193,983	54%
	Services/Supplies	22,950	6,149	27%
Finance	Personnel Services	744,010	320,664	43%
	Services/Supplies	461,215	235,546	51%
Municipal Services	Personnel Services	1,283,631	690,959	54%
	Services/Supplies	494,919	270,730	55%
	Capital Outlay	10,000	9,385	94%
Human Resources	Personnel Services	255,486	118,705	46%
	Services/Supplies	56,225	20,719	37%
Legal	Personnel Services	1,132,172	564,833	50%
	Services/Supplies	65,253	32,844	50%
Planning	Personnel Services	582,544	251,296	43%
	Services/Supplies	135,100	35,916	27%
	Capital Outlay			
Building Maintenance	Personnel Services	362,828	165,284	46%
	Services/Supplies	152,475	85,302	56%
	Capital Outlay			
Police	Personnel Services	12,405,906	6,177,393	50%
	Services/Supplies	1,143,778	560,231	49%
	Capital Outlay	34,840	42,121	121%
Fire	Personnel Services	9,101,092	4,838,533	53%
	Services/Supplies	607,909	287,700	47%
	Capital Outlay		190,711	
General Government	Services/Supplies	105,900	112,119	106%
	Capital Outlay		645,054	
Byrne Grant (Federal)	Services/Supplies		19,952	
	Capital Outlay			
COPS Grant	Personnel Services	121,939	49,219	40%
CdA Drug Task Force	Services/Supplies	30,710	2,500	8%
	Capital Outlay			
Streets	Personnel Services	2,694,412	1,339,873	50%
	Services/Supplies	1,459,540	419,529	29%
	Capital Outlay	287,000	226,710	79%

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 SIX MONTHS ENDED
 March 31, 2018

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 3/31/2018	PERCENT EXPENDED
Engineering Services	Personnel Services	242,736	125,103	52%
	Services/Supplies	98,350	92,392	94%
	Capital Outlay			
Parks	Personnel Services	1,483,915	647,902	44%
	Services/Supplies	558,450	144,441	26%
	Capital Outlay	60,000	33,310	56%
Recreation	Personnel Services	559,345	227,172	41%
	Services/Supplies	190,330	43,129	23%
	Capital Outlay	6,400	6,400	100%
Building Inspection	Personnel Services	836,397	438,777	52%
	Services/Supplies	40,196	11,505	29%
	Capital Outlay			
Total General Fund		<u>38,430,152</u>	<u>19,801,213</u>	<u>52%</u>
Library	Personnel Services	1,250,412	610,537	49%
	Services/Supplies	208,000	107,618	52%
	Capital Outlay	160,000	70,324	44%
CDBG	Services/Supplies	384,049	97,501	25%
Cemetery	Personnel Services	193,807	88,618	46%
	Services/Supplies	100,500	42,860	43%
	Capital Outlay			
Impact Fees	Services/Supplies	745,000	423,000	57%
Annexation Fees	Services/Supplies	398,240	398,240	100%
Parks Capital Improvements	Capital Outlay	146,500	33,348	23%
Cemetery Perpetual Care	Services/Supplies	157,000	78,130	50%
Jewett House	Services/Supplies	25,855	4,338	17%
Reforestation	Services/Supplies	5,000	135	3%
Street Trees	Services/Supplies	100,000	34,476	34%
Community Canopy	Services/Supplies	2,000	417	21%
Public Art Fund	Services/Supplies	443,500	94,480	21%
		<u>4,319,863</u>	<u>2,084,022</u>	<u>48%</u>
Debt Service Fund		<u>882,181</u>	<u>65,784</u>	<u>7%</u>

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
SIX MONTHS ENDED
March 31, 2018

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 3/31/2018	PERCENT EXPENDED
Seltice Way	Capital Outlay		183,061	
Seltice Way Sidewalks	Capital Outlay	332,000		
Traffic Calming	Capital Outlay	45,000	26,790	60%
Govt Way - Hanley to Prairie	Capital Outlay		5,585	
Levee Certification	Capital Outlay			
Fastlane Project	Capital Outlay			
Medina Avenue	Capital Outlay	160,000	15,421	10%
Kathleen Avenue Widening	Capital Outlay	195,000		
Margaret Avenue	Capital Outlay			
4th and Dalton	Capital Outlay	25,000		
US 95 Upgrade	Capital Outlay	195,000		
15th Street	Capital Outlay	60,000	4,729	8%
Ironwood	Capital Outlay	225,000		
		1,237,000	235,586	19%
Street Lights	Services/Supplies	639,720	353,128	55%
Water	Personnel Services	1,975,543	994,915	50%
	Services/Supplies	4,421,891	670,783	15%
	Capital Outlay	3,630,000	323,850	9%
Water Capitalization Fees	Services/Supplies	866,000		
Wastewater	Personnel Services	2,684,202	1,284,907	48%
	Services/Supplies	7,042,103	1,004,385	14%
	Capital Outlay	10,881,000	4,476,496	41%
	Debt Service	2,177,063	586,531	27%
WW Capitalization	Services/Supplies	2,200,000		
Sanitation	Services/Supplies	3,500,806	1,680,996	48%
Public Parking	Services/Supplies	271,846	153,492	56%
	Capital Outlay	83,000	574,117	692%
Drainage	Personnel Services	111,160	56,049	50%
	Services/Supplies	794,658	134,439	17%
	Capital Outlay	362,000	174,728	48%
Total Enterprise Funds		41,640,992	12,468,816	30%
Kootenai County Solid Waste		2,600,000	1,097,874	42%
Police Retirement		176,554	87,868	50%
Business Improvement District		176,000	30,000	17%
Homeless Trust Fund		5,200	1,950	38%
Total Fiduciary Funds		2,957,754	1,217,692	41%
TOTALS:		\$89,467,942	\$35,873,113	40%

I HEREBY SWEAR UNDER OATH THAT THE AMOUNTS REPORTED ABOVE, ON THE CASH BASIS, ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Vonnie Jensen, Deputy Finance Director
Troy Tymesen, Finance Director, City of Coeur d'Alene, Idaho

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APR 07 2018

CITY CLERK

**City of Coeur d Alene
Cash and Investments
3/31/2018**

Description	City's Balance
U.S. Bank	
Checking Account	1,955,721
Checking Account	21,827
Investment Account - Police Retirement	1,131,559
Investment Account - Cemetery Perpetual Care Fund	1,527,924
Wells Fargo Bank	
Federal Home Loan Bank Bond	995,392
Community 1st Bank	
Certificate of Deposit	1,006,659
Certificate of Deposit	205,603
Idaho Central Credit Union	
Certificate of Deposit	251,345
Idaho State Investment Pool	
State Investment Pool Account	40,594,326
Spokane Teacher's Credit Union	
Certificate of Deposit	254,052
Cash on Hand	
Finance Department Petty Cash	500
Treasurer's Change Fund	1,350
Police Change Fund	75
Library Change fund	180
Cemetery Change Fund	20
Total	<u>47,946,533</u>

I HEREBY SWEAR UNDER OATH THAT THE AMOUNTS REPORTED ABOVE
ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Vomroe Jensen, Deputy Finance Director
Troy Tymesen, Finance Director, City of Coeur d'Alene, Idaho



City of Coeur d'Alene
Municipal Services
Department

4-6-18

City Hall, 710 E Mullan Avenue
Coeur d'Alene, Idaho 83814
(208) 769-2229 or Fax 769.2237
kathylew@cdaid.org

OUTDOOR EATING FACILITY ENCROACHMENT APPLICATION

Valid April 1st - Oct 15th Annually 3/17 to 11/6/18

New applications or renewals with changes will be submitted to the City Council for approval. The application must be received in the Customer Service Center a minimum of seven (7) days prior to a City Council meeting (First and Third Tuesday of each month). Payments are due with the application (check or cash only).

Name of Eating Establishment: The NYC Piano Bar

Applicant's Name: Daniel Schnatter Phone Number: 406-548-2367

Contact Person: Daniel Schnatter Phone Number: 208-758-1786

Cell Phone: 406-548-2367 Email: theNYCPianoBar@gmail.com

Mailing Address: 7820 N Hilliard CT 83815 ^{CDA-ID} City/State/Zip: Coeur D'Alene, ID 83815

Physical Address: 313 E Sherman Ave. City/State/Zip: Coeur D'Alene, ID 83814

Is Application New Renewal

Any change in ownership or type of use? No Yes Site was office space but prior to
Please specify That was Restaurant (Returning to Restaurant)

Do you hold a current State of Idaho, Kootenai County and City of CDA alcohol license? No Yes

If yes, on your state of Idaho alcohol license do you have a restaurant designation? No Yes

Is anyone under 21 allowed in the area inside your establishment where alcohol is served? No Yes

Please supply a copy of your current menu.

What hours is the full menu available? Start 11:00 AM End 10:00 pm

What days is the full menu available? Entire week Mon-Sun

- Please supply a proposed site/seating plan, which is subject to approval and includes the following:
 - Show table sizes and chair placement, distance from building (side street 24" tables max.)
 - Show distance to any tree grate, bench, light post, bicycle rack, news rack etc.
 - What is width of sidewalk from property line to curb
 - Please show location of refuse receptacle and disposal of cigarette remains
- Insurance: Please supply copy of liability insurance naming City as additional insured (\$1,000,000.00)
- Signed encroachment application

BEER, WINE, AND/OR LIQUOR APPLICATION Expires March 1 annually

**City of Coeur d' Alene
Municipal Services
710 Mullan Avenue
Coeur d' Alene, Idaho 83814
208.769.2229 Fax 769.2237**

[Office Use Only] Amt Pd _____
Rec No _____
Date _____
Date to City Council: _____
Reg No. _____
License No. _____
Rv _____

Date that you would like to begin alcohol service _____

Check the ONE box that applies:

<input type="checkbox"/>	Beer only (canned and bottled) not consumed on premise	\$ 50.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled) not consumed on premise	\$250.00 per year
<input type="checkbox"/>	Beer only (canned and bottled only) consumed on premise	\$100.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled only) consumed on premise	\$300.00 per year
<input type="checkbox"/>	Beer only (draft, canned, and bottled) consumed on premise	\$200.00 per year
<input checked="" type="checkbox"/>	Beer and Wine (Draft, canned, and bottled) consumed on premise	\$400.00 per year
<input type="checkbox"/>	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
<input type="checkbox"/>	Transfer of ownership of a City license with current year paid Beer-to go only \$6.25 Beer- Can, Bottled only COP \$12.50 Beer- Draft, can, bottled COP \$25 Wine additional \$25 Consumed on premise yes no Transfer from _____ to _____	\$

Business Name	The NYC Piano Bar
Business Mailing Address	313 E Sherman 7820 N. Hilliard Ct
City, State, Zip	Coeur D Alene, ID. 83815
Business Physical Address	313 E Sherman
City, State, Zip	Coeur D' Alene, ID 83814
Business Contact	Business Telephone : 208-758-1786 Fax: Email address: TheNYCpianobar@gmail.com
License Applicant	Daniel Schnatter
If Corporation, partnership, LLC etc. List all members/officers	Daniel and Mika Schnatter

BEER, WINE, AND/OR LIQUOR APPLICATION Expires March 1 annually



City of Coeur d'Alene Municipal Services
710 East Mullan Ave Coeur d Alene ID 83814
Ph and Fax 208.769.2229 kathylew@cdaid.org

[Office Use Only]	
Amt Pd _____	
Rec No _____	
Date _____	
Date to City Council: _____	
Lic No. _____	
Date Issued _____	

Date that you would like to begin alcohol service _____

Check the ONE box that applies:

<input type="checkbox"/>	Beer only (canned and bottled) not consumed on premise	\$ 50.00 per year
<input checked="" type="checkbox"/>	Beer and Wine (canned and bottled) not consumed on premise	\$250.00 per year
<input type="checkbox"/>	Beer only (canned and bottled only) consumed on premise	\$100.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled only) consumed on premise	\$300.00 per year
<input type="checkbox"/>	Beer only (draft, canned, and bottled) consumed on premise	\$200.00 per year
<input type="checkbox"/>	Beer and Wine (Draft, canned, and bottled) consumed on premise	\$400.00 per year
<input type="checkbox"/>	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
Check one box below		
<input checked="" type="checkbox"/>	Transfer of ownership of a City license from CHS, Inc. to Par Hawaii, Inc. with current year paid For fee add the following : Beer-to go only \$6.25 Beer- Can, Bottled Consumed on premise \$12.50 Beer- Draft, can, bottled consumed on premise \$25 Wine additional \$25 Liquor additional \$25	Total \$31.25
<input type="checkbox"/>	New Application	

Name of Applicant	Par Hawaii, Inc., Attn: William Monteleone
Name of business where alcohol will be served	Cenex Zip Trip
Business Physical Address	1427 E Best Avenue, Coeur d'Alene, ID 83814
Business Mailing Address	800 Gessner Rd., Suite 875, Houston, TX 77024
Business Contact	Business Telephone :208-676-8885 Fax: Email address: wmonteleone@parpacific.com
If Corporation, partnership, LLC etc. List all members/officers	See Attached List

BEER, WINE, AND/OR LIQUOR APPLICATION Expires March 1 annually



City of Coeur d'Alene
Municipal Services
 710 East Mullan Ave Coeur d' Alene ID 83814
 Phone/Fax 208.769.2229 ksetters@cdaid.org

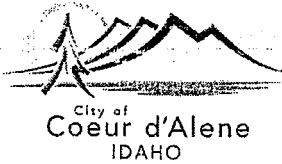
[Office Use Only]	
Amt Pd _____	
Rec No _____	
Date _____	
Date to City Council: _____	
Lic No. _____	
Date Issued _____	

Date that you would like to begin alcohol service _____

Check the ONE box that applies:

_____	Beer only (canned and bottled) not consumed on premise	\$ 50.00 per year
_____	Beer and Wine (canned and bottled) not consumed on premise	\$250.00 per year
_____	Beer only (canned and bottled only) consumed on premise	\$100.00 per year
_____	Beer and Wine (canned and bottled only) consumed on premise	\$300.00 per year
_____	Beer only (draft, canned, and bottled) consumed on premise	\$200.00 per year
<input checked="" type="checkbox"/>	Beer and Wine (Draft, canned, and bottled) consumed on premise	\$400.00 per year
_____	Beer, Wine, and Liquor (number issued limited by State of Idaho)	\$762.50 per year
Check one box below		
<input checked="" type="checkbox"/>	Transfer of ownership of a City license from <u>GUS'S CIGAR PUB</u> to <u>WICKED BUFFALO BAR</u> with current year paid For fee add the following : Beer-to go only \$6.25 Beer- Can, Bottled Consumed on premise \$12.50 Beer- Draft, can, bottled consumed on premise \$25 Wine additional \$25 Liquor additional \$25	Total \$
_____	New Application	

Name of Applicant	<u>CRAIG CURLETT</u>
Name of business where alcohol will be served	<u>WICKED BUFFALO BAR</u>
Business Physical Address	<u>1903 E. SHERMAN AVE CDA ID 83814</u>
Business Mailing Address	<u>1023 N. 5TH ST CDA ID 83814</u>
Business Contact	Business Telephone : <u>(925) 818-7919</u> Fax: Email address: <u>FLASHZ31@HOTMAIL.COM</u>
If Corporation, partnership, LLC etc. List all members/officers	<u>CRAIG CURLETT</u>



City of Coeur d'Alene
 Municipal Services Department
 710 Mullan Avenue
 Coeur d'Alene, Idaho 83814
 (208) 769-2229
 kathylew@cdaid.org

(Office Use Only)
 Amount Paid 762.50
 Receipt # _____
 Date 4-12-18
 License # _____
 Date Issued _____ By: _____

Renewal Application - Beer, Wine, Liquor License

Have you enclosed a copy of your new State and County license along with the fee? _____

BUSINESS INFORMATION

Company Name: Cellar Restaurant LLC, DBA Honey Lo
 Mailing Address: 2400 E Mission Ave, ST 190
 Physical Address: 317 E Sherman Ave
 Cell: 509 769 2178

Phone: 509 769 2178
 City/State/Zip: Coeur d'Alene Liberty Lake, WA 99019
 City/State/Zip: Coeur d'Alene, ID 83814
 Email: ahregstad@yachoo.com

OWNERS INFORMATION

Owners Name: Adam Hegstad
 Mailing Address: 2400 E Mission Ave ST 190
 Physical Address: 2572 E Gunnison Pl
 Cell: 509 769 2178

Phone: 509 769 2178
 City/State/Zip: Coeur Liberty Lake, WA 99019
 City/State/Zip: Coeur d'Alene, ID 83814
 Email: ahregstad@yachoo.com

MANAGERS INFORMATION

Manager's Name: None
 Mailing Address: " "
 Physical Address: " "
 Cell: " "
 Social S: " "

Phone: " "
 City/State/Zip: " "
 City/State/Zip: " "
 Email: " "
 Date of Birth: 1/18/80

State Alcohol License Premise Number: K 17607

ANNUAL FEES (Check Only One Box)

TO GO ONLY		
Beer Only: Canned and Bottled – To Go Only	\$50	
Wine & Beer: Canned and Bottled – To Go Only	\$250	
CONSUMED ON PREMISE AND TO GO		
Beer: Canned and Bottled (no draft) – on premise and to go	\$100	
Beer: Draft, Canned and Bottled – on premise and to go	\$200	
Wine and Beer: Canned and Bottled (no draft) – on premise and to go	\$300	
Wine and Beer: Draft, Canned and Bottled – on premise and to go	\$400	
Liquor, Wine and Beer: on premise and to go	\$762.50	<input checked="" type="checkbox"/>

By signing below, I certify that the information listed on this application is complete and true to the best of my knowledge, that the applicant is qualified by the Ordinance of the City of Coeur d'Alene, the County of Kootenai, and the laws of the state of Idaho to receive a license.

Applicant Signature: [Signature]
 City Clerk: [Signature]

Date: 2/27/18
 Date: 4-12-18

RESOLUTION NO. 18-025

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING FINAL PLAT, SUBDIVISION IMPROVEMENT AGREEMENT, AND SECURITY FOR TILFORD PLACE (S-4-17).

WHEREAS, the Engineering Department is recommending that the City of Coeur d'Alene approve the final plat, subdivision improvement agreement, and security for Tilford Place, pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City approve the final plat, subdivision improvement agreement, and security for Tilford Place (S-4-17), in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 17th day of April, 2018.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER ENGLISH Voted _____

_____ was absent. Motion _____.

CITY COUNCIL STAFF REPORT

DATE: April 12, 2018
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: **S-4-17 Tilford Place: Final Plat, Subdivision Improvement Agreement and Security Approval**

DECISION POINT

Staff is requesting the following:

1. Approval of the final plat document, a thirteen (13) lot residential development.
2. Acceptance of the furnished subdivision improvement agreement and accompanying security.

HISTORY

- a. Applicant: John Stone
Idaho Waterfront, LLC
2187 N. Main Street
Coeur d'Alene, ID 83814
- b. Location: +/- 1.66 Acres located along west Tilford Place in the Riverstone Development.
- c. Previous Action:
 1. Preliminary plat approval, October 2017

FINANCIAL ANALYSIS

The developer is furnishing security in the amount of \$83,663.40 which covers the outstanding cost of the uninstalled infrastructure installations that are required for this development.

PERFORMANCE ANALYSIS

The developer has completed the necessary subdivision agreement and is bonding for the outstanding infrastructure items (Concrete sidewalk, concrete pedestrian ramps, concrete curb and gutter installation, concrete curb inlets, roadway construction) in order to receive final plat approval. The installation of the agreement and security enables the developer to receive final plat approval and sell platted lots, however, occupancies will not be allowed until all infrastructure installation has been completed, and, the improvements accepted by the City. The developer has stated that all infrastructure installations will be complete by May 31, 2018.

DECISION POINT RECOMMENDATION

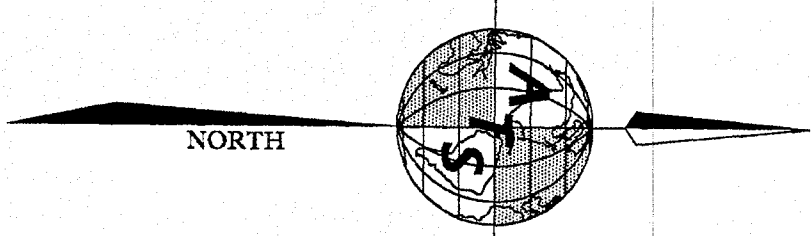
1. Approve the final plat document.
2. Approve the subdivision improvement agreement and accompanying security.

TILFORD PLACE

A PLANNED UNIT DEVELOPMENT

LOT 3, RIVERSTONE WEST 4th ADD. & LOT 2, RIVERSTONE WEST 5th ADD.
NE 1/4 OF SECTION 10, TOWNSHIP 50 NORTH, RANGE 04 WEST OF THE B.M.
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

PAGE 2 OF 2



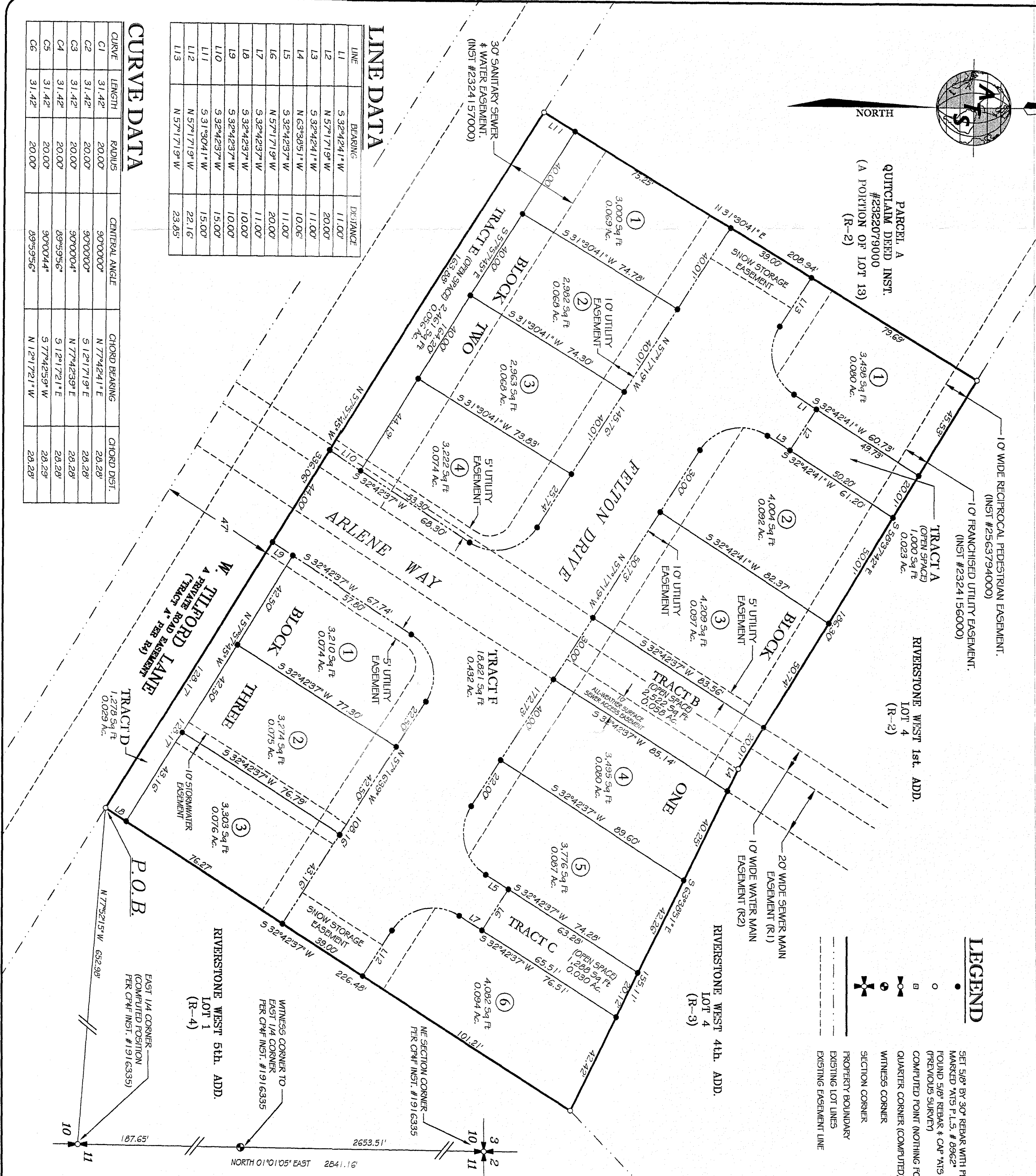
PARCEL A
QUICCLAIM DEED INST.
#2322079000
(A PORTION OF LOT 13)
(R-2)

LEGEND

- SET 5/8" BY 30" REBAR WITH PLASTIC CAP MARKED "MS F. L.S. # 8962"
- FOUND 5/8" REBAR & CAP "MS P.5 8962" (PREVIOUS SURVEY)
- COMPUTED POINT (NOTHING FOUND OR SET)
- QUARTER CORNER (COMPUTED)
- WITNESS CORNER
- SECTION CORNER
- PROPERTY BOUNDARY
- EXISTING LOT LINES
- EXISTING EASEMENT LINE

CURVE DATA					
CURVE	LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DIST.
C1	31.42'	20.00'	90°00'00"	N 7°42'41" E	28.28'
C2	31.42'	20.00'	90°00'00"	S 12°17'19" E	28.28'
C3	31.42'	20.00'	90°00'00"	N 77°42'39" E	28.28'
C4	31.42'	20.00'	90°00'00"	S 12°17'21" E	28.28'
C5	31.42'	20.00'	90°00'00"	S 77°42'59" W	28.28'
C6	31.42'	20.00'	89°59'56"	N 12°17'21" W	28.28'

LINE DATA			
LINE	BEARING	DISTANCE	
L1	S 32°42'41" W	11.00'	
L2	N 57°17'19" W	20.00'	
L3	S 32°42'41" W	11.00'	
L4	N 63°38'51" W	10.06'	
L5	S 32°42'37" W	11.00'	
L6	N 57°17'19" W	20.00'	
L7	S 32°42'37" W	11.00'	
L8	S 32°42'37" W	10.00'	
L9	S 32°42'37" W	10.00'	
L10	S 32°42'37" W	15.00'	
L11	S 31°30'41" W	15.00'	
L12	N 57°17'19" W	22.16'	
L13	N 57°17'19" W	23.85'	



REFERENCES

- R-1 RIVERSTONE WEST BY ERNEST M. WARNER P.15 4565, RECORDED IN BOOK J OF PLATS AT PAGE 339.
- R-2 RIVERSTONE WEST 1st ADDITION BY ERNEST M. WARNER P.15 4565, RECORDED IN BOOK J OF PLATS AT PAGE 489.
- R-3 RIVERSTONE WEST 4th ADDITION BY MATTHEW B. MANDERREY P.15 8962, RECORDED IN BOOK K OF PLATS AT PAGE 376.
- R-4 RIVERSTONE WEST 5th ADDITION BY MATTHEW B. MANDERREY P.15 8962, RECORDED IN BOOK K OF PLATS AT PAGE 446.
- R-5 SURVEY BY MATTHEW B. MANDERREY, P.15 8962, AUGUST 2011, RECORDED AS BOOK 27 OF SURVEYS AT PAGE 071.

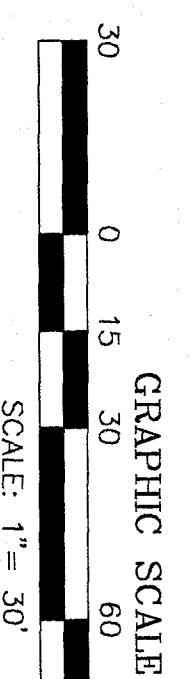
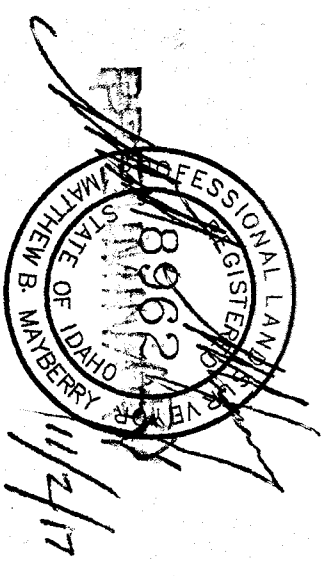
ALL INSTRUMENT NUMBERS, BOOK AND PAGE NUMBERS, PLATS, SURVEYS, DEEDS, AND OTHER DOCUMENTS REFER TO KOOTENAI COUNTY RECORDS, UNLESS OTHERWISE INDICATED.

NOTES

1. THERE WAS NO ATTEMPT MADE TO SHOW ALL PHYSICAL FEATURES OF THIS PROPERTY, OR SHOW ANY NON-RECORDED EASEMENTS, ITEMS SUCH AS BUILDINGS AND FENCES WHICH MAY BE SHOWN, ARE FOR INFORMATIONAL PURPOSES ONLY.
2. ANY RIGHT OF WAY DEDICATION AND/OR THE GRANTING OF PERPETUAL EASEMENT DEPICTED ON THIS PAGE ARE ENUMERATED IN THE OWNERS CERTIFICATE, PAGE ONE OF THIS PLAT.
3. ALL LOTS IN THIS PLAT ARE SUBJECT TO RESTRICTIVE COVENANTS PER INSTRUMENTS NO. 2264105000, NO. 2130032000, NO. 19111641 AND NO. 2177183000.
4. THE PLATTED "PERPETUAL, NONEXCLUSIVE INGRESS/EGRESS EASEMENT" AND "30 FOOT WATER & SEWER EASEMENT, AND 17 FOOT WIDE TRAIL EASEMENT" PER RIVERSTONE WEST FIRST ADDITION (R-1) HAVE BEEN VACATED PER CITY OF COEUR D'ALENE ORDINANCE #3478.

BASIS OF BEARINGS

THE BASIS OF BEARING FOR THIS PLAT IS NORTH 01°01'05" EAST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 50 NORTH, RANGE 4 WEST, B.M. ACCORDING TO THE COEUR D'ALENE / KOOTENAI COUNTY HORIZONTAL CONTROL NETWORK, NAD 83, IDAHO WEST ZONE (1992 ADJUSTMENT), WITH A CONVERGENCE ANGLE OF -07°46'57" AT THE NORTHEAST CORNER OF SAID SECTION 10.



ADVANCED TECHNOLOGY SURVEYING & ENGINEERING

P.O. BOX 3457, HAYDEN IDAHO, 83835
PH: (208)-772-2745 • FAX (208)-762-7731

SCALE: 1"=30'
CHECKED BY: MBM
DATE: 11-01-2017
DRAWN BY: MBM
DATE: 10-10-2017
DWG: PLAT
PROJ: 17-064

TILFORD PLACE

A PLANNED UNIT DEVELOPMENT

LOT 3, RIVERSTONE WEST 4th ADD. & LOT 2, RIVERSTONE WEST 5th ADD. NE 1/4 OF SECTION 10, TOWNSHIP 50 NORTH, RANGE 04 WEST OF THE B.M. CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

PAGE 1 OF 2

OWNERS CERTIFICATE

BE IT KNOWN BY THOSE PRESENT THAT IDAHO WATERFRONT, LLC, AN IDAHO LIMITED LIABILITY COMPANY, HEREBY CERTIFIES THAT THEY OWN AND HAVE Laid OUT THE LAND EMBRACED WITHIN THIS PLAT TO BE KNOWN AS TILFORD PLACE, BEING A REPLAT OF LOT 3, BLOCK 1, RIVERSTONE WEST 4th ADDITION AS RECORDED WITH KOOTENAI COUNTY IN BOOK "X" OF PLATS AT PAGE 376, AND LOT 2, BLOCK 1, RIVERSTONE WEST 5th ADDITION AS RECORDED WITH KOOTENAI COUNTY IN BOOK "X" OF PLATS AT PAGE 446, SITUATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 50 NORTH, RANGE 4 WEST OF THE BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 10, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 10 BEARS NORTH 01°03'15" EAST, 2653.51 FEET; THENCE, NORTH 77°21'15" WEST, 637.28 FEET TO THE SOUTHWEST CORNER OF LOT 1, RIVERSTONE WEST 5th ADDITION WITNESSED BY A 5/8" IRON PIN 4 1/2" IN DIAMETER AND HIS 8962" PERMANENT REFERENCE TO AN AN 1/8" MONUMENT; SAID CORNER BEING THE TRUE POINT OF BEGINNING FOR THIS DESCRIBED PARCEL OF LAND;

THENCE ALONG THE NORTH LINE OF TRACT A, RIVERSTONE WEST 5th ADDITION, NORTH 57°25'24" WEST, 336.06 FEET TO THE SOUTHWEST CORNER OF LOT 3, RIVERSTONE WEST 4th ADDITION WITNESSED BY AN AN 1/8" MONUMENT;

THENCE, NORTH 31°30'41" EAST, 208.94 FEET TO THE NORTHEAST CORNER THEREOF WITNESSED BY AN AN 1/8" MONUMENT;

THENCE, SOUTH 58°37'42" EAST, 186.30 FEET TO AN AN 1/8" MONUMENT;

THENCE, SOUTH 63°34'51" EAST, 155.11 FEET TO THE NORTHEAST CORNER OF LOT 2, RIVERSTONE WEST 5th ADDITION WITNESSED BY AN AN 1/8" MONUMENT;

ADDITION WITNESSED BY AN AN 1/8" MONUMENT;

THENCE, SOUTH 32°42'37" WEST, 226.48 FEET RETURNING TO THE POINT-OF-BEGINNING FOR THIS DESCRIBED PARCEL;

CONTAINING 1.662 ACRES (72,390 SQUARE FEET) MORE OR LESS;

TOGETHER WITH AND SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, COVENANTS, RESERVATION AND RESTRICTIONS OF RECORD AND IN VIEW.

BE IT FURTHER KNOWN THAT:

THE AREA IDENTIFIED HEREON AS "TRACT A" IS DESIGNATED AS A PRIVATE ROADWAY FOR AIRLINE WAY AND FELTON DRIVE AND SHALL BE DEEDED TO, OWNED, AND MAINTAINED BY THE "ASSOCIATION" IN ACCORDANCE WITH THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TILFORD PLACE AT RIVERSTONE. THE TRACT CANNOT BE SOLD OR TRANSFERRED REGARDLESS OF THE PROVISIONS IN SAID DECLARATION OF COVENANTS TO THE CONTRARY WITHOUT THE EXPRESS WRITTEN APPROVAL BY THE CITY OF COEUR D'ALENE.

"TRACT A", "TRACT B", "TRACT C", "TRACT D" AND "TRACT E" ARE OPEN SPACE/COMMON AREA TO BE DEEDED TO AND OWNED BY THE "ASSOCIATION" AND MAINTAINED IN ACCORDANCE WITH THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TILFORD PLACE AT RIVERSTONE.

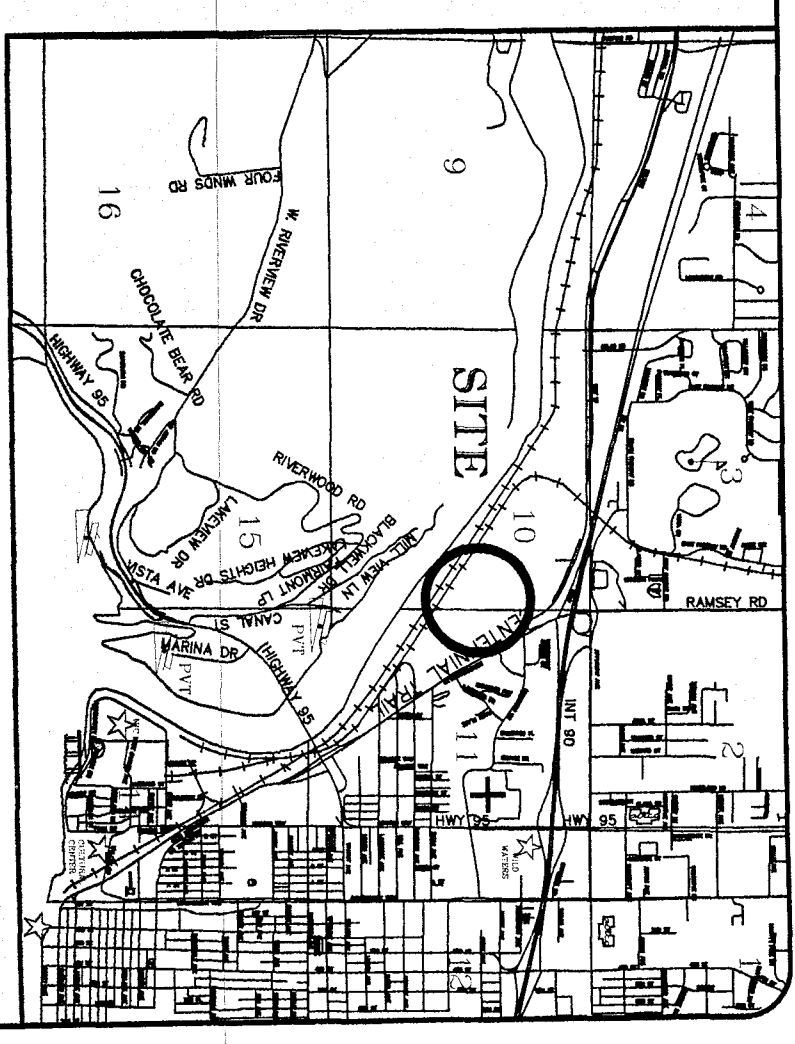
THE OWNERS GRANT TO THE CITY OF COEUR D'ALENE, AN EASEMENT OVER ALL OF "TRACT F" TOGETHER WITH RIGHTS OF INGRESS/EGRESS FOR THE INSTALLATION, IMPROVEMENT, OPERATION AND MAINTENANCE OF SANITARY SEWER LINES, WATER LINES AND STORMWATER AND AFFRICTIONS. NO BUILDING, STRUCTURE OR FENCE SHALL BE RECTED OR CONSTRUCTED OTHER THAN SIDEWALKS AND STREETS NOR SHALL ANY TREES, PLANTS OR ANY OTHER VEGETATION OR TREES BE PLANTED, EXCEPT GRASSES, WITHIN SAID EASEMENT, NOR SHALL THE EXISTING GROUND ELEVATIONS BE INCREASED OR DECREASED WITHOUT WRITTEN APPROVAL BY THE CITY OF COEUR D'ALENE.

THE OWNERS GRANT TO THE CITY OF COEUR D'ALENE AND RANGERS UTILITIES A 5.0 FOOT WIDE AND A 10.0 FOOT WIDE UTILITY EASEMENT ADJOINING THE PUBLIC ROADS AS DEPICTED ON PAGE 2 OF THIS PLAT FOR THE INSTALLATION, IMPROVEMENT, OPERATION AND MAINTENANCE OF PUBLIC AND RANGERS UTILITIES.

THE OWNERS GRANT TO THE "ASSOCIATION" IN ACCORDANCE WITH THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TILFORD PLACE AT RIVERSTONE, A 15.0 FOOT BY 39.0 FOOT WIDE SNOW STORAGE EASEMENT ON THE WEST END AND THE EAST END OF "TRACT F" AS DEPICTED ON PAGE 2 OF THIS PLAT FOR ITS INTENDED USE.

THE OWNERS GRANT TO THE CITY OF COEUR D'ALENE A 10.0 FOOT WIDE SEWER ACCESS EASEMENT AS DEPICTED ON PAGE 2 OF THIS PLAT FOR ITS INTENDED USE.

JOHN W. STONE, MEMBER
IDAHO WATERFRONT, LLC



COUNTY RECORDER

THIS MAP WAS RECORDED IN THE OFFICE OF THE KOOTENAI COUNTY, IDAHO, RECORDER AT THE REQUEST OF ADVANCED TECHNOLOGY SURVEYING & ENGINEERING, INC.

THIS _____ DAY OF _____, 2018, AT _____ O'CLOCK _____ M.
AS INSTRUMENT NUMBER _____ AND DULY RECORDED
IN BOOK _____ OF PLATS, AT PAGE(S) _____
KOOTENAI COUNTY RECORDER
BY: _____ FEE: _____
DEPUTY

COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES DUE FOR THE PROPERTY DESCRIBED IN THE OWNERS CERTIFICATE AND DEDICATION HAVE BEEN PAID THROUGH
DATED THIS _____ DAY OF _____, 2018.
KOOTENAI COUNTY, TREASURER

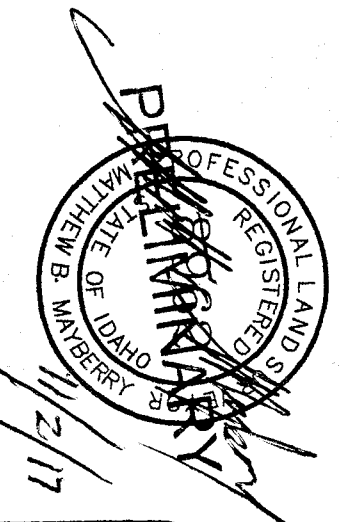
COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREIN PLAT AND CHECKED THE PLAT COMPUTATIONS THEREON AND HAVE DETERMINED THAT THE REQUIREMENTS OF THE STATE CODE PERTAINING TO PLATS AND SURVEYS HAVE BEEN MET.
DATED THIS _____ DAY OF _____, 2018.
KOOTENAI COUNTY, SURVEYOR



SURVEYOR'S CERTIFICATE

I, MATTHEW B. MANGRBERY, P.L.S. #8962, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO DO HEREBY CERTIFY THAT THIS PLAT IS BASED ON AN ACTUAL SURVEY OF THE LAND DESCRIBED HEREIN, CONDUCTED BY ME OR UNDER MY SUPERVISION DURING THE PERIOD OF OCTOBER 2017, THAT THE DISTANCES, COURSES AND ANGLES ARE SHOWN THEREON CORRECTLY AND THAT ALL MONUMENTS HAVE BEEN SET IN ACCORDANCE WITH SECTION 50-1303, IDAHO CODE AND SURVEYS.



ADVANCED TECHNOLOGY SURVEYING & ENGINEERING

P.O. BOX 3457, HAYDEN IDAHO, 83835
PH: (208) 772-2745 • FAX: (208) 762-7731

SCALE: N/A
CHECKED BY: MBM
DATE: 10-24-2017
DRAWN BY: MBM
DATE: 10-10-2017
DWG: PLAT
PROJ: 17-064

CITY COUNCIL APPROVAL

THIS PLAT IS HEREBY APPROVED AND ACCEPTED BY THE CITY COUNCIL OF COEUR D'ALENE, IDAHO.

ON THE _____ DAY OF _____, 2018.

CITY OF COEUR D'ALENE MAYOR _____ COEUR D'ALENE CITY CLERK _____

CITY OF COEUR D'ALENE, ENGINEER _____

NOTARY PUBLIC CERTIFICATE

STATE OF IDAHO }
COUNTY OF KOOTENAI } s.s.

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 2018, BY JOHN W. STONE AS MEMBER OF IDAHO WATERFRONT LLC AN IDAHO LIMITED LIABILITY COMPANY.

NOTARY PUBLIC FOR THE STATE OF IDAHO _____
COMMISSION EXPIRES _____

HEALTH DISTRICT APPROVAL

"SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON A REVIEW BY A QUALIFIED LICENSED PROFESSIONAL ENGINEER (QPE) REPRESENTING THE CITY OF COEUR D'ALENE AND THE QPE APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR THE CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. WATER AND SEWER LINES HAVE BEEN COMPLETED AND SERVICES CERTIFIED AS AVAILABLE. SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

THIS _____ DAY OF _____, 2018.
FARMWIDE HEALTH DISTRICT 1 _____

CITY OF COEUR D'ALENE, ENGINEER

AGREEMENT TO PERFORM SUBDIVISION WORK

Tilford Place

THIS AGREEMENT made this 17th day of April, 2018 between Idaho Waterfront, LLC, whose address is 2187 N. Main Street, Coeur d'Alene, ID 83814, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved, subject to completion of the required improvements, the subdivision plat of Tilford Place, a thirteen (13) lot, residential development in Coeur d'Alene, situated in the Northeast Quarter of Section 10, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to complete the following public improvements: Concrete sidewalk, concrete pedestrian ramps, concrete curb and gutter installation, concrete curb inlets, roadway construction, as required under Title 16 of the Coeur d'Alene Municipal Code, on or before the 31st day of May, 2018. Said improvements are more particularly described on the submitted estimate of probable construction costs dated March 20, 2018 attached as Exhibit "A", and, shown on the civil engineering drawings titled "Tilford Improvement Plans", dated March 16, 2018, stamped and signed by Robert M. Tate, PE, #6896 of Tate Engineering, Inc. whose address is 1625 N. 4th Street Ste. 204, Coeur d'Alene, ID 83814, on file in the City of Coeur d'Alene Engineering Department's office and incorporated herein by reference.

The Developer, prior to recording the plat, shall deliver to the City, security in the amount of Eighty-three Thousand Six Hundred Sixty-three and 40/100 Dollars (\$83,663.40) securing the obligation of the Developer to complete the subdivision improvements referred to herein. Should the Developer noted herein fail to complete the improvements within the time herein provided, the City may utilize the funds to complete or have the improvements completed. In the event the City completes the improvements as a result of the Developer's default, the Developer shall be responsible for any costs that exceed the installed security for the public improvements noted herein.

The Parties further agree that the City has utilized substantial staff time to prepare this agreement, which will benefit the Developer. The Parties further agree the City should be reimbursed a reasonable fee for its costs to prepare such agreement. The Parties further agree that such fee should be in the amount of Twenty Five and No/100 Dollars (\$25.00).

IN WITNESS WHEREOF, the parties have set their hands and seal the day and year first above written.

City of Coeur d'Alene

Developer

Steve Widmyer, Mayor

John M. Stone, Member

ATTEST:

Renata McLeod, City Clerk

Exhibit "A"

Evan Ferguson Concrete, Inc.

6213 Big Sky Drive
 Post Falls, ID 83854
 208-676-0447 phone
 208-665-7240 fax

BID

Date	Bid #
3/20/2018	1518

Contractor Reg # RCE-1332
 Id Pub Works Lic # 16857-B-4

Name / Address		Terms	Project
Riverstone		Due by 10th of Month Following	Tilford

Quantity	Description	Total
	Job: Tilford Project 1100 feet Curb/Gutter - 2250 sq feet Sidewalk with Cast Iron Panels ADA Ramps - 1 Approach Labor and Materials This bid does not include: Excavation, Compaction, Permits, Surveys or Any Cold Weather Protection for Concrete Thank You, Rick Peterson 208 699-6892	35,508.00

All materials is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond out control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.
 NOTE: This proposal may be withdrawn by us if not accepted within 60 days.

Total \$35,508.00

Authorized Signature: _____

ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.
 Signature: _____ Date of Acceptance: _____

Dated:
 3/20/18

35,508.00
 + 20,267.60

 55,775.60
 <150%

Exhibit "A"
\$83,663.40



PO BOX 2198
Hayden, ID 83835
Phone: (208)664-9677
Fax: (208) 262-9130

To: C&C Excavating	Proposal: IDCOMM-18-012
Attn: John	From: Darren Rupinski
Phone No:	Date: 3/19/2018
Email-Fax:	Pages: 1
Project Name: Tilford Place	Location: CDA ID

Item	Description	Quantity	Unit Price	Price
1	Mobilization	1 LS	\$500.00	\$500.00
2	Grade And Pave 2" of A/C over Contractors grade	12920 SF	\$1.53	\$19,767.60
			Total:	\$20,267.60

GENERAL CONDITIONS:

1. Includes: All above items
2. Excludes Sales Tax, permits, fees, or engineering. Bond fees, please add 2.5% if required.
3. Excludes: Rock Excavation, hazardous materials, unknown utilities, prime coat, joint sealants, testing, striping utility relocates, Staking, survey, replanting of trees or any shrub or bush, unusuitable material, relocating of sprinklers.
4. Asphalt prices are based off of current PG 58-28 oil prices.
5. This quote must be made part of Subcontract.
6. Assumes access to work without hindrance by other trades, and a mutually agreeable schedule.
7. Payment 50% Down the rest due on receipt Late payments subject to 1.5% interest per month after 30 days of invoice date.
8. After September 1st, a Cold Weather Addendum will apply.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner in accordance with standard practice. For all extra work of every description that may be ordered, not covered by the foregoing, the contractor will be entitled to an extra charge over and above the proposed amount. Alterations ordered must be in writing. If adverse or unusual conditions not contemplated by the parties, and not caused by the contractor (such as soft spot repair) require the furnishing of additional material or labor, it is agreed that contractor shall be entitled to additional compensation. Owner or acceptor to carry fire, tornado, and applicable construction insurance. Employees of contractor to be covered by state insurance laws. The undersigned agrees to pay contractors reasonable collection costs. Including, but not limited to, reasonable attorney fees or other professional fees, for any labor or material provided by contractor under the terms of the Agreement. In addition, if legal action is instituted to enforce any term or condition of this agreement, or to collect any amount due and owing there-under, the prevailing party shall be entitled to reasonable attorney fees and costs as awarded by trial court, or by any appellate court. Quotation subject to change or cancellation after 30 days.

ACCEPTANCE OF PROPOSAL

The above price, specification, conditions, and terms of payment are hereby accepted. You are authorized to do the work as specified.
(If accepted, please date and sign both copies. Return one copy to North West Road and Drive and keep one copy for your records. Thank you.)

Signature:	
Date:	
Print Name/Title:	
Company Name:	
Company Address:	

ANNOUNCEMENTS

GENERAL SERVICES COMMITTEE

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: April 9, 2018
FROM: James Remitz, Capital Program Manager
SUBJECT: Award of Contract with Power City Electric, Inc., for Construction of the Collections System Radio/Telemetry Upgrades

DECISION POINT: Should the City Council award a contract to Power City Electric, Inc., for the construction of the Collections System Radio/Telemetry Upgrades in the amount of \$134,405 and authorize the Mayor to execute the attached agreement?

HISTORY: The City's sewage collection system consists of approximately 220 miles of buried sewer main piping, 3,500 manholes, and 11 sewage lift (pump) stations that convey customer sewage to the City's Advanced Wastewater Treatment Facility. In order to efficiently operate this system, radio telemetry equipment has been installed at each of the eleven (11) lift stations. This equipment enables City staff to monitor the operation of each lift station and respond quickly to operational alarms, thereby reducing the potential for sewage back-ups. This project will upgrade the radio telemetry equipment at each lift station by replacing outdated and malfunctioning equipment with new equipment.

Trindera Engineering performed the electrical engineering for the upgrade project and assisted in providing the bidding documents for construction of the upgrades. Bids were solicited for two (2) weeks in the CDA Press during February 2018, but no bids were received by the scheduled March 1 bid opening date. Upon consultation with the City Legal Department, and in accordance with Idaho Statute § 67-2805, the City (through Trindera Engineering) solicited three (3) price quotes for this work from qualified contractors. Only one (1) price quote was received, from Power City Electric, Inc. (see attached price quote). Trindera Engineering recommends award of this work to Power City Electric, Inc. (see attached Trindera Engineering letter).

FINANCIAL ANALYSIS: Funds for this project have been budgeted for and are available in the approved FY 17-18 Wastewater Operating Fund.

PERFORMANCE ANALYSIS: Power City Electric, Inc., is qualified and capable of performing the work required in this contract. The Wastewater Department has had experience working with Power City Electric, Inc., and has been very pleased with the quality and timeliness of work performed by Power City Electric, Inc.

RECOMMENDATION: Council should approve the price quote and award the contract for the Collections System Radio/Telemetry Upgrade to Power City Electric, Inc., in the amount of \$134,405, and authorize the Mayor to execute the agreement for this project.



E. 3327 OLIVE
SPOKANE, WA 99202
PHONE: (509) 535-8500
FAX: (509) 535-4665

PROPOSAL

PROPOSAL SUBMITTED TO Trindera Engineering and City of Coeur D' Alene	DATE 3/15/18
STREET 765 W Hubbard	JOB NAME Collection System Telemetry upgrades
CITY, STATE, AND ZIP CODE CDA, ID 83814	JOB LOCATION 765 W Hubbard
ATTN: Spencer Goodall	PHONE: 208-620-3342

Spencer,

Thank you for the opportunity to provide a quote for the Collection System Telemetry upgrades.

The price below includes the following:

- Installation per Specs and scope of work.
- Master Control Panel
- PLC Base units
- PLC Analog Input Modules
- Radios, antennas, cables, surge protectors, and power supplies
- Installation of PLC's and Radio's in existing panels
- Field Investigation and documentation of existing panels
- Drawing package for each individual panel
- FAT at Woodhawk Controls in CDA
- UL508A Listing only for new Master Panel.
- Electrical Permits

Sequence of events

As discussed with Spencer at Trindera. PCE will do all work possible ahead of time before taking down any part of the existing system. As I am being told that both bandwidths cannot be operated at the same time. PCE will take down systems one at a time and install the new antennas starting in preference as given by the city. While we will make every attempt to bring all stations online as quickly as possible it could take up to 2 weeks from initial outage to bring everything online. When stations are offline there will not be anyone from PCE onsite outside of normal business hours.

Exclusions

- Overtime.
- Temp Power.
- UL listing of existing panels.
- Programming of all panels and radios(by others per spec).

Pricing Options

Description	Price
Base Price as requested.	\$129,905.00
Optional adder for UL listing of existing panels.	\$34,000.00
Optional adder Brand new control panels to replace existing.	\$37,475.00
Optional adder for Manufacturer start up and Tuning of new radios.	\$4,500.00

I look forward to your input on this scope proposal. Feel free to contact me at any time if further questions arise or more detail is needed.

Thanks for the opportunity.
Steve Gilbertz

Proposal Acceptance:		
Authorized Customer Signature	Printed Name	Date

SECTION 00 41 13
BID FORM
FOR
COLLECTION SYSTEM TELEMETRY UPGRADES

ARTICLE 1 – BID RECIPIENT

1.1 This Bid is submitted to:

*The Honorable Mayor and Council of the City of
Coeur d'Alene City Hall, 710 E. Mullan Ave., Coeur
d'Alene, Idaho 83814*

1.2 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.1 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 2.2 Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within 10 days after the date of Owner's Notice of Award.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.1 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

- 4.1 Bidder certifies that:
- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
 - B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
 - C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
 - D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.1.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Lump Sum Bid Price	\$ 129,905.00
--------------------	---------------

One Hundred Twenty Nine Thousand Nine Hundred Five Dollars AND 00/XX
Amount of Bid (written out)

ARTICLE 6 – TIME OF COMPLETION

- 6.1 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.6 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.2 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.1 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. Evidence of authority to do business in the state of the Project; ID Contractor's License #ELE-C-2165
 - C. Contractor's Idaho Public Works Contractor License No.: PWC-C-14180-UNLIMITED-4
- 7.2 In connection with major items of equipment to be furnished and installed in this Project, Bidder expressly agrees to the following provisions:
- A. That the Bid stated above includes the furnishing and installing of major equipment furnished by the manufacturer which Bidder has selected from those manufacturers listed in specifications.
 - B. That the installed price of the equipment includes the cost (if any) of changes in the structure, buildings, piping, wiring, accessories, etc., necessary to accommodate the particular equipment proposed.

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

POWER CITY ELECTRIC, INC.

By: 
[Signature]

[Printed name] **Dan Aga, President**

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: 
[Signature]

[Printed name] **Colin Thompson**

Title: **Secretary-Treasurer**

Submittal Date: **March 16, 2018**

Address for giving notices:

3327 E. Olive Ave., Spokane, WA 99202

Telephone Number: **(509) 535-8500**

Fax Number: **(509) 535-4665**

Contact Name and e-mail address: **Dan Aga, President**

DAga@powercityelectric.com

Bidder's License No.: **ELE-C-2165**
(where applicable)

END OF SECTION



P.O. Box 2507
Spokane, WA 99220-2507
Phone (509) 535-8500
Fax (509) 535-4665

March 16, 2018

TO WHOM IT MAY CONCERN:

The individual signing below hereby represents and warrants that he is duly authorized by Corporate Resolution to execute and deliver any instruments of whatever nature entered into by this Corporation.

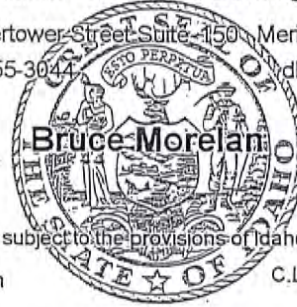
POWER CITY ELECTRIC, INC.

A handwritten signature in blue ink, appearing to read "Dan Aaga", is written over a horizontal line.

Dan Aaga, President

State of Idaho - Division of Building Safety

1090 E. Watertower Street Suite 150 Meridian ID 83642
(800) 955-3044 dbs.idaho.gov



Issued subject to the provisions of Idaho Code

Chris L. Jensen
Administrator

C.L. "Butch" Otter
Governor

Type	Lic/Cert	Issued	Expires
ELE CONTRACTOR POWER CITY ELECTRIC INC	ELE-C-2165	9/4/75	9/30/18

Bid Bond

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Power City Electric, Inc.
3327 E. Olive Avenue, Spokane, WA 99202

SURETY (Name, and Address of Principal Place of Business):

Travelers Casualty and Surety Company of America
One Tower Square, Hartford, CT 06183

OWNER (Name and Address):

City of Coeur d'Alene
710 E. Mullan Ave., Coeur d'Alene, ID 83814

BID

Bid Due Date: March 16, 2018

Description (Project Name—Include Location): Collection System Telemetry Upgrades

BOND

Bond Number: Bid Bond

Date: March 16, 2018

Penal sum Five Percent of Amount Bid

\$

5%

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Power City Electric, Inc. (Seal)
Bidder's Name and Corporate Seal

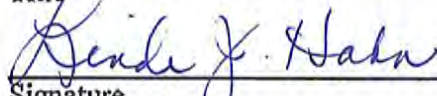
By:


Signature

Dan Aga
Print Name

President
Title

Attest:



Signature

Linda J. Hahn
Title

SURETY

Travelers Casualty and Surety Company of America (Seal)
Surety's Name and Corporate Seal


By:


Signature (Attach Power of Attorney)

Shelly Donovan
Print Name

Attorney-in-Fact
Title

Attest:


Signature Shawn M. Wilson

Surety Account Executive
Title



Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Surety Bond No. Bid Bond

Principal: Power City Electric, Inc.

OR

Project Description: Collection System Telemetry Upgrades

Obligee: City of Coeur d'Alene

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Shelly Donovan of the City of Spokane, State of WA, their true and lawful Attorney-in-Fact, to sign, execute, seal and acknowledge the surety bond(s) referenced above.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 24th day of June, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut

City of Hartford ss.

By:

[Signature]
Robert L. Raney, Senior Vice President

On this the 24th day of June, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

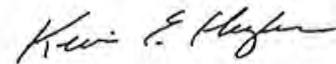
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of March, 2018.



Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

April 2, 2018

City of Coeur d'Alene
Wastewater Utility
765 W. Hubbard
Coeur d'Alene, ID 83814

Attention: Mr. Jim Remitz

Subject: City of Coeur d'Alene Wastewater Department – Collections System
Radio/Telemetry Upgrades

Dear Jim:

During 2017, Trindera (TEI) was responsible for the design of the Collections System Radio/Telemetry Upgrades project as part of the annual maintenance/renovation plan.

On February 9 and 16, 2018, the advertisements were posted by the City of Coeur d'Alene City Clerk. On March 1, 2018, the Bid opening took place with no submissions from contractors for this work to be done. With this result, TEI was requested to reach out to three (3) approved Electrical Contractors with approved Control System Integrators (CSI) within the area.

On March 1, 2018, TEI solicited three (3) separate quotes for City review to select the most qualified Contractor and CSI to perform the necessary work. The solicitation for quotes was given a two (2) week timeframe to submit all necessary information and proposed construction cost estimates by March 16, 2018. TEI received one (1) quote and is detailed in the table below:

Contractor	Contractor Rep.	Solicitation for Quote Response	Submitted
Power City Electric (PCE)	Steve Gilbertz	Accepted	3/15/2018
Mountain States Electric (MSE)	Dave Perrins	Denied	NA
Mac's Electric (ME)	Steve McMaster	Denied	NA

This request for three (3) independent quotes is to ensure a competitive price market for the City as this follows the sequence of Idaho public bid law. TEI suggests the approval of Power City Electric as we feel they are fully qualified to perform the scope of this work for the base price quote of \$129,905.00 as shown in PCE quote dated 03/15/2018. TEI recommends the approval of Optional Adder #3 for the additional price of \$4,500 to facilitate manufacturer testing and checkout.

The base price and optional adder are deemed justified, by the Engineer's Construction Cost Estimate, dated 03/02/2018, at the subtotal price of \$132,449. The work and cost basis is seen as being in the City's best interest and at an approved financial cost.

Sincerely,

A handwritten signature in blue ink, reading "Spencer A. Goodall". The signature is written in a cursive style and is positioned above the typed name.

Spencer Goodall
Project Engineer





COLLECTIONS SYSTEM RADIO / TELEMETRY UPGRADE

APRIL 2018

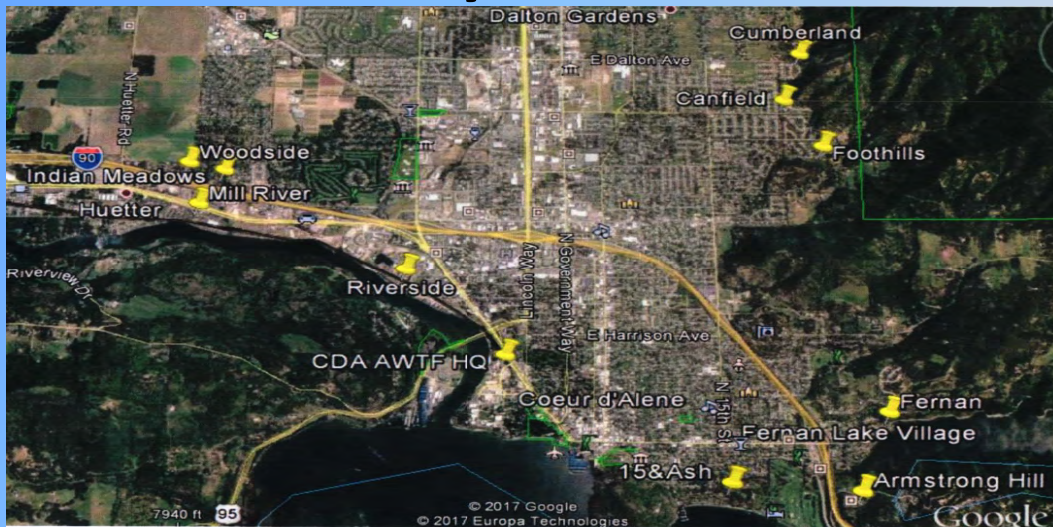


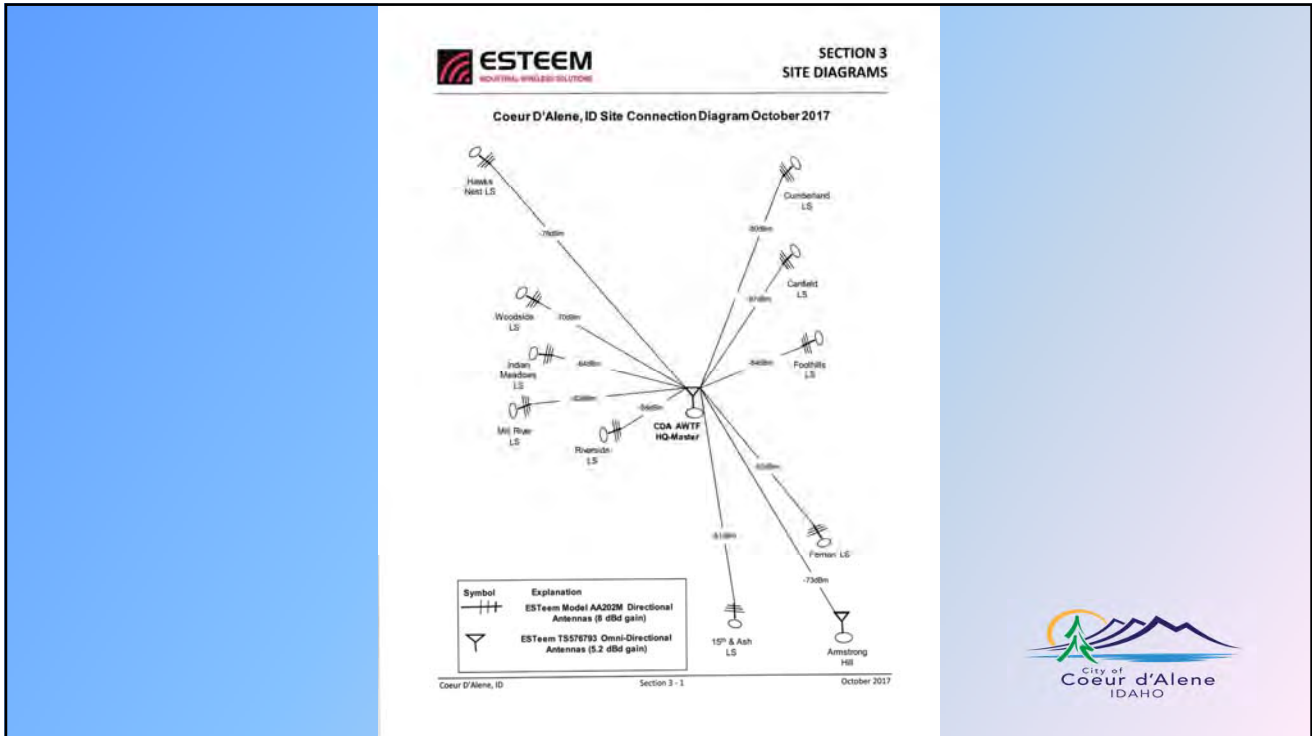
NEED FOR PROJECT

- Replace outdated and obsolete Programmable Logic Controllers (PLC's)
- Upgrade Radio System (radios and antennas)
- Enhance SCADA system reliability



Collections System Lift Stations





Typical Lift Station Communication Panel



Typical Communication Antenna



RESOLUTION NO. 18-023

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING AN AGREEMENT WITH POWER CITY ELECTRIC, INC., FOR THE COLLECTION SYSTEM RADIO/TELEMETRY UPGRADE.

WHEREAS, the General Services Committee of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into an agreement with Power City Electric, Inc., pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into an agreement with Power City Electric, Inc., for the collections system radio/telemetry upgrade, in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 17th day of April, 2018.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER ENGLISH Voted _____

_____ was absent. Motion _____.

SECTION 00 52 13

AGREEMENT

This Agreement is by and between the City of Coeur d'Alene ("Owner")

and

Power City Electric, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.1 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

- 2.1 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: City of Coeur d'Alene Wastewater Department – Collection System Telemetry Upgrades.

ARTICLE 3 – ENGINEER

- 3.1 The part of the Project that pertains to the Work has been designed by:

Trindera Engineering
1875 N. Lakewood Drive, Suite 201
Coeur d'Alene, ID 83814

- 3.2 The Owner has retained Trindera Engineering, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.1 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.2 *Contract Times: Dates*

- A. The Work will be substantially completed within 90 calendar days from the date of issuance of the Notice to Proceed, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 120 calendar days from the date of issuance of the Notice to Proceed.

4.3 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.1 above and that Owner will suffer financial and other losses if the Work is not completed within the times specified in Paragraph 4.2 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and

difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$500.00 for each day that expire after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.2.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500.00 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.4 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.2 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.2 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.1 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
 - A. For all Work, a lump sum of: Base Bid of \$129,905.00 and Optional Adder for manufacturer start up and tuning of new radios of \$ 4,500.00 for a total of **\$ 134,405.00**.

ARTICLE 6 – PAYMENT PROCEDURES

6.1 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.2 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 21st day of each month during performance of the Work as provided in Paragraph 6.2.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the

requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.3 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.1 All amounts not paid when due shall bear interest at the maximum rate allowed by law at the place of the Project.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.1 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if

any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.1 Contents

- A. The Contract Documents consist of the following:

This Agreement (pages 1 to { }, inclusive).

- 1. Performance bond (pages { } to { } inclusive).
- 2. Payment bond (pages { } to { } inclusive).
- 3. Other bonds.
 - a. { } (pages { } to { } inclusive).
- 4. General Conditions (pages { } to { }, inclusive).
- 5. Supplementary Conditions (pages { } to { }, inclusive).
- 6. Specifications as listed in the table of contents of the Project Manual.
- 7. Drawings (not attached but incorporated by reference) consisting of { } sheets with each sheet bearing the following general title: { } **[or]** the Drawings listed on the attached sheet index.

8. Addenda (numbers { } to { }, inclusive).
 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages { } to { }, inclusive).
 - b. Specification Section 00 52 10 - Notice of Award.
 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.1.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.1 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.2 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.3 Successors and Assigns

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

10.4 Severability

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

10.5 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.5:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non- competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

Signatures appear on following page

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on April 17, 2018 (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

BY: Steve Widmyer

BY: _____

TITLE: Mayor

TITLE: _____

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

Attest: _____

Attest: _____

Renata McLeod, City Clerk

Title: _____

Address for giving notices:

Address for giving notices:

License No: _____

(where applicable)

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

END OF SECTION

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**GENERAL SERVICES COMMITTEE
STAFF REPORT**

DATE: April 9, 2018
FROM: Craig Etherton, Fire Inspector
SUBJECT: Amendments to Fireworks Ordinance

DECISION POINT: Should the City Council approve amendments to the City's Fireworks Ordinance, Chapter 8.12 of the Municipal Code?

HISTORY: The City currently has an ordinance governing the sale and use of fireworks within the City. Changes in the 2015 version of the International Fire Code (IFC) allow cities to permit or deny the release of "sky lanterns." The Fire Department opposes the release of "sky lanterns" due to fire safety concerns and our close proximity to forested areas. This is an appropriate time to address a number of fireworks-related problems we have had, as well as "sky lantern" use within the City. In early March, the Municipal Services Department sent the proposed code amendments to all previous fireworks stand vendors requesting comments. No comments were received.

FINANCIAL ANALYSIS: There will be no additional cost to the City.

PERFORMANCE ANALYSIS: Your Fire Department feels that the release of "sky lanterns" within the City limits presents a fire safety risk to the City and surrounding forested areas. We also believe that allowing stands to be placed in vacant lots with vegetation is a fire hazard even if the vegetation is maintained. We do not know the type of paints used on the stands and many of them are old. Peeling paint, possibly lead-based, could be present. Also, we have design standards for buildings in our City and the peeling paint does not present a professional appearance. The City has inherited a stand location through annexation which previously stored excess product on-site. This site is now bordered on one side by a home, another side by an upcoming apartment project, and a third side by a gas station.

DECISION POINT/RECOMMENDATION: Council should adopt the proposed amendments to Chapter 8.12, Fireworks, of the Municipal Code.

ORDINANCE NO. _____
COUNCIL BILL NO. 18-1006

AN ORDINANCE AMENDING SECTIONS 8.12.010, 8.12.020, 8.12.030, 8.12.040, 8.12.050, 8.12.090, AND 8.12.100 OF THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ADOPTING AMENDMENTS REGARDING FIREWORKS; 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 8.12.010 of the Coeur d'Alene Municipal Code be amended as follows:*

1. _____ Fireworks, nonaerial common fireworks, and special fireworks, as used in this chapter, shall be defined by Idaho Code sections 39-2602(3), (6), and (8) respectively.
2. “Sky lantern,” as used in this chapter, shall mean an unmanned device with a fuel source that incorporates an open flame in order to make it airborne.

SECTION 2. *That section 8.12.020 of the Coeur d'Alene Municipal Code be amended as follows:*

1. _____ It is unlawful for any person in the city to import, export, offer for sale, sell, possess, keep or store or permit the keeping or storing of any fireworks, other than nonaerial common fireworks, for any use or purpose, except that a person holding a special fireworks permit issued by the fire department may use special fireworks for a safely supervised and conducted public display of fireworks.
2. It is unlawful for any person to release or cause to be released a sky lantern, tethered or untethered, within the city of Coeur d'Alene.
3. It is unlawful for any person to willfully or carelessly release or cause to be released a sky lantern outside the city of Coeur d'Alene in such a manner or under such circumstances that it sets on fire, or causes to set on fire, any structure, timber, grass or grain, or other property within the city of Coeur d'Alene.

SECTION 3. *That section 8.12.030 of the Coeur d'Alene Municipal Code be amended as follows:*

No person without having a valid fireworks permit issued pursuant to terms and conditions set forth in this chapter shall use, deploy, import, export, possess for the purpose of sale, offer for sale, or sell any fireworks for any use or purpose. No fireworks shall be sold or offered for sale or discharged within the city except between eight o'clock (8:00) A.M. on June 23 and ten o'clock (10:00) P.M. on July 5 of each year. The daily hours of operation for each fireworks stand shall be eight o'clock (8:00) A.M. to ten o'clock (10:00) P.M.

SECTION 4: *That section 8.12.040 of the Coeur d'Alene Municipal Code be amended as follows:*

A. **Nonaerial Common Fireworks:** Any person desiring to sell nonaerial common fireworks must file an application for a permit with the city clerk no later than May 15 of any year for a permit to sell during that year. The application must be signed by both the applicant and operator and contain the following information:

1. The name and address of the applicant;
2. The names and addresses of the officers, if any, of the applicant;
3. The name and address of the person who will be operating the stand;
4. The location where the applicant will sell fireworks;
5. The name and address of any wholesaler or distributor from whom the retailer proposes to purchase fireworks for resale;
6. The applicant's state sales tax permit number;
7. The manner, methods, and times when and how the applicant proposes to sell fireworks;
8. A drawing depicting the stand dimensions, location of the stand on the property with setbacks from property lines, and uses of adjacent properties;
9. A copy of the "fireworks safety form" signed by the operator and each person employed to work in a fireworks stand. A signed copy of the "fireworks safety form" for each new employee must be submitted to the city before the new employee starts selling fireworks;

10. The seller shall have MSDS sheets available for inspection for all products to be sold from the fireworks stand(s);

110. A complete list of the fireworks that the operator desires to sell at the stand. Additions to the list must be approved in writing by the city before the new fireworks are placed in the stand for sale; and

12. The seller shall identify all proposed locations for storage of excess product.

B. Special Or Theatrical Fireworks Displays: Any person desiring to use fireworks as part of a theatrical production or desiring to make a public display of special fireworks, other than nonaerial common fireworks, within the city must file an application for a permit with the fire department at least twenty (20) days in advance of the proposed event. Issuance of a permit for public displays of special fireworks shall be governed by the currently adopted international fire code.

SECTION 5. *That section 8.12.050 of the Coeur d'Alene Municipal Code be amended as follows:*

The fire chief or his designee shall cause an investigation to be made of each application and submit a report of his findings and recommendations for or against the issuance of the permit, together with his reasons therefor, to the council. The council shall have the power in its discretion to grant or deny any application subject to such reasonable conditions, if any, as it shall prescribe and subject to the following conditions:

A. Retail sale of fireworks to be permitted from temporary stands only. No sales to be permitted from permanent buildings or structures;

B. Temporary stands need not comply with the requirements of the building code of the city; provided, however, that all such stands shall be erected under the supervision of the fire chief or his designee. Stands shall be constructed in a safe manner and of such materials as will ensure the safety of the attendants, patrons and other persons. If wired for electricity, the wiring must conform to the electrical code of the city;

C. Each stand shall have at least two (2) exits at least thirty inches (30") wide which shall be unobstructed at all times and one additional exit for each twenty five feet (25') of rear wall area in excess of twenty five feet (25'). All doors shall open outward and be free and clear at all times;

D. Each stand shall have at least two (2) 2-A rated, 2.5-gallon, water fire extinguishers approved by the fire chief or his designee, located in a readily accessible place;

E. No smoking shall be permitted in or within twenty five feet (25') of a fireworks stand and the premises shall be posted with "no smoking" signs on all four (4) sides of each stand;

F. All flammable weeds, grass and other combustible material shall be cleared from the fireworks stand and for a distance of not less than twenty feet (20') on each side of the stand; no fireworks stand shall be placed where vegetation is present;

G. Fireworks stands shall not be located within twenty five feet (25') of any other building or structure nor within fifty feet (50') of the property line of any gasoline station, oil storage tank or premises where inflammable liquids are kept or stored, nor within one hundred feet (100') of fuel dispensing devices;

H. Each fireworks stand shall have an adult supervisor in attendance at all times. No child or children under the age of sixteen (16) years shall be allowed inside any fireworks stand at any time, nor shall any child under the age of sixteen (16) years be allowed to sell fireworks;

I. Fireworks stands shall be located only in those areas within the city where business or commercial activities are authorized;

J. Fireworks shall not be discharged, ignited or exploded within one hundred feet (100') of any fireworks stand, gasoline station, oil storage tank or premises where inflammable liquids are kept or stored;

K. No fireworks stand shall have a floor area in excess of seven hundred fifty (750) square feet;

L. All firework products onsite shall be kept within the perimeter of the stand;

M. Offsite storage must meet the requirements of the City Code, the International Fire Code, and all other applicable codes; and

NL. If merchandise is left in the stand when not open for business, an adult night watchman shall be present at the location and a self-contained living unit or recreational vehicle that includes toilet facilities must be provided for the watchman. No person employed as a watchman shall be permitted to remain inside any stand when it is not open for business.

SECTION 6: *That section 8.12.090 of the Coeur d'Alene Municipal Code be amended as follows:*

Storage of any class of fireworks prior to display or sale ~~and unsold stocks of fireworks remaining after the lawful period of sale as provided by permit~~ shall be only in such places of storage as the fire chief issuing the permit shall approve; however, fireworks shall not be delivered to or stored on property zoned or used as residential. Unsold stocks of fireworks remaining after the authorized retail sales period shall be removed from the eCity on or before July 26.

SECTION 7. *That section 8.12.100 of the Coeur d'Alene Municipal Code be amended as follows:*

| Toy guns, pop-its, party poppers, party favors, cap guns, and other similar devices using paper caps containing not more than twenty five one-hundredths (0.25) grain of explosive per compound cap are excluded from the regulations of this chapter.

SECTION 8. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 9. 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 10. After its passage and adoption, a summary of this Ordinance, pursuant to the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication this Ordinance shall be in full force and effect.

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on April 17, 2018.

APPROVED, ADOPTED and SIGNED this 17th day of April, 2018.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Amending Certain Sections of Chapter 8.12 of the Municipal Code

AN ORDINANCE AMENDING SECTIONS 8.12.010, 8.12.020, 8.12.030, 8.12.040, 8.12.050, 8.12.090, AND 8.12.100 OF THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ADOPTING AMENDMENTS REGARDING FIREWORKS; 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 Certain Sections of Chapter 8.12 of the 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 17th day of April, 2018.

Randall R. Adams, Chief Deputy City Attorney

**GENERAL SERVICES COMMITTEE
STAFF REPORT**

DATE: April 9, 2018
FROM: Bette Ammon, Library Director; Bill Greenwood, Parks & Recreation Director
SUBJECT: Smoke-Free Zone Ordinance

DECISION POINT: Should the City Council approve the Smoke-Free Zone Ordinance?

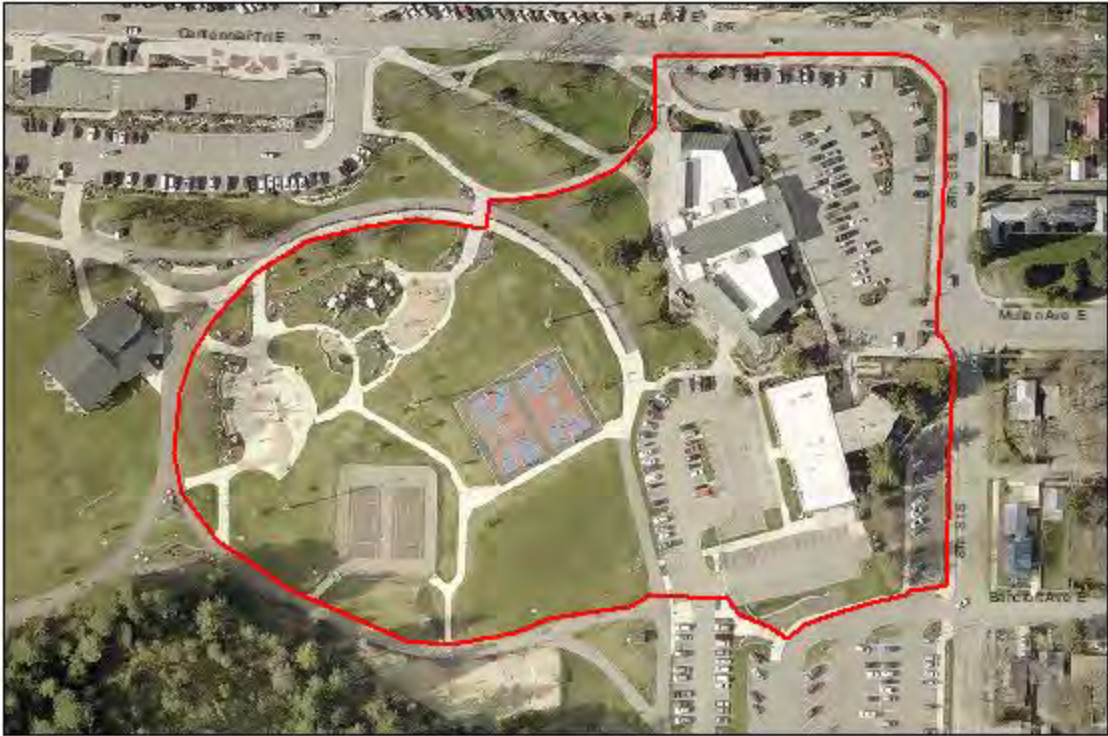
HISTORY: Since the library opened in its current location 10 years ago, library users have frequently had to enter the building through a cloud of cigarette smoke. Even though current signage indicates that State code prohibits smoking within 25 feet of the entrance, this is often ignored. Even when smokers move away from the entrance, smoking around the library is an irritant and a health hazard.

In addition, McEuen Park is a destination recreational site for families with young children and youths. The facilities frequented by children and youths are concentrated immediately to the west of the Library/City Hall campus and east of the Avista Pavilion.

FINANCIAL ANALYSIS: There will be minimum additional cost to the City for signage.

PERFORMANCE ANALYSIS: The Library Board of Trustees unanimously supports the creation of a smoke-free zone surrounding the Library and City Hall campus. The Parks & Recreation Department also supports the creation of a smoke-free zone which encompasses the splash pad, playground, tennis courts, and basketball courts where children frequent, as secondhand smoke is known to be a health hazard especially for young people.

DECISION POINT/RECOMMENDATION: Council should approve the attached Smoke-Free Zone Ordinance.



N



Legend



Smoke-Free Zone

ORDINANCE NO. _____
COUNCIL BILL NO. 18-1007

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ADOPTING A NEW CHAPTER 4.35 ENTITLED SMOKE-FEE ZONE; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; PROVIDING THE PUBLICATION OF A SUMMARY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, after recommendation by the General Services Committee, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that said amendments be adopted; NOW, THEREFORE,

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

SECTION 1 . *That a new Chapter 4.35, entitled Smoke-Free Zone, is added to the Coeur d'Alene Municipal Code as follows:*

**Chapter 4.35
Smoke-Free Zone**

4.35.010: FINDINGS; INTENT:
4.35.020: DEFINITIONS:
4.35.030: PROHIBITION OF SMOKING AND USE OF TOBACCO PRODUCTS:
4.35.040: PENALTIES; ENFORCEMENT:

4.35.010: FINDINGS; INTENT:

A. Public health officials have concluded that secondhand tobacco smoke causes disease in nonsmoking adults, including lung cancer and heart disease, and serious conditions in children, including asthma, respiratory infections, middle ear infections, and sudden infant death syndrome. In addition, public health officials have reported that even brief exposure to secondhand smoke can exacerbate adult asthma and allergies, and cause eye, throat and nasal irritation. The U.S. Surgeon General has concluded that there is no risk-free level of exposure to secondhand smoke. The conclusions of public health officials concerning secondhand tobacco smoke are sufficient to warrant measures that regulate smoking in public places in order to protect the public health.

B. The intent of this Chapter is to protect the public health, comfort and environment, and the rights of nonsmokers to breathe clean air by prohibiting smoking within a specified area around City Hall and the City Library, which is an area frequented by adults and children, who, without this Chapter, would be forced to choose between exposure to secondhand smoke or avoiding these areas whose purpose is provide a benefit to the public at large.

4.35.020: DEFINITIONS:

A. As used in this Chapter, the following terms shall have the meanings indicated:

1. “City Hall Campus” shall mean the area around City Hall and the City Library, specifically the parking areas, driveways, and sidewalks adjacent to the City Hall and City Library buildings, and that area of McEuen Park which lies west of City Hall and the Library and east of the Pavilion, excepting the parking area and sidewalks known as the upper City Hall parking lot located south of the City Hall building and a portion of the sidewalk adjacent to the splash pad, playground, and tennis courts, all as indicated on the accompanying photograph.

2. “Person” means any natural person, business, cooperative association, nonprofit entity, personal representative, receiver, trustee, assignee, or any other legal entity including government agencies.

3. “Smoking” means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, or dev or any other lighted or heated tobacco or plant product, or chemical compound, intended for inhalation, in any manner or in any form. “Smoking” also includes the use of an electronic smoking device which creates an aerosol or vapor, in any manner or in any form, or the use of any oral smoking device for the purpose of circumventing the prohibition of smoking in this Article.

4. “Tobacco Product” means any substance containing tobacco leaf, and any product or formulation of matter containing biologically active amounts of nicotine that is manufactured, sold, offered for sale, or otherwise distributed with the expectation that the product or matter will be introduced into a human body, but does not include any cessation product specifically approved by the United States Food and Drug Administration for use in treating nicotine or tobacco dependence.

4.35.030: PROHIBITION OF SMOKING AND USE OF TOBACCO PRODUCTS:

A. Smoking is prohibited in all outdoor areas of the City Hall Campus.

B. No ash can, ashtray, or other smoking waste receptacle shall be placed in any area in which smoking is prohibited by this Chapter.

C. No Person shall dispose of used Smoking or Tobacco Product waste within the boundaries of the City Hall Campus.

D. The presence of smoking waste receptacles in violation of subsection (B) above and the absence of signs prohibiting smoking above shall not be a defense to a violation of any provision of this Chapter.

4.35.040: PENALTIES; ENFORCEMENT:

A. Each act in violation of this Chapter shall constitute a separate violation.

B. The remedies provided by this Chapter are cumulative and in addition to any other remedies available at law or in equity.

C. Causing, permitting, aiding, abetting, or concealing a violation of any provision of this Chapter shall also constitute a violation of this Chapter.

D. Any person violating a provision of this Chapter shall be guilty of an infraction, subject to a fine as established by Rule 9(b)(46), Idaho Infraction Rules.

E. Any violation of this Chapter is also declared to be a public nuisance.

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

SECTION 3. Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the City of Coeur d'Alene City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

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, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

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

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on April 17, 2018.

APPROVED, ADOPTED and SIGNED this 17th day of April, 2018.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Adopting a new Municipal Code Chapter 4.35 entitled "Smoke-Free Zone"

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ADOPTING A NEW CHAPTER 4.35 ENTITLED SMOKE-FEE ZONE; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am 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. _____, Adopting a new Municipal Code Chapter 4.35 entitled "Smoke-Free Zone", 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 17th day of April, 2018.

Randall R. Adams, Chief Deputy City Attorney

OTHER BUSINESS

**CITY COUNCIL MEETING
STAFF REPORT**

DATE: April 9, 2018

FROM: TROY TYMESEN, CITY ADMINISTRATOR

RE: APPROVAL OF AN AGREEMENT WITH DODGE ARTWORKS FOR BIKE RACK/PUBLIC ART AT THE COEUR D’ALENE PUBLIC LIBRARY

DECISION POINT: To approve an agreement with Dodge Artworks for a bike rack/public art at the Coeur d’Alene Public Library in the amount of \$9,000.00.

HISTORY: The City of Coeur d’Alene Arts Commission issued a local Call to Artists for artistic/functional bike racks for the upper and lower level of the Coeur d’Alene Public Library. Four submissions were received, and after a thorough review by the selection committee, the Arts Commission recommended the Dodge Artworks piece entitled “Fish & Game” for the bike rack to be located on the upper level of the library (images attached). The call to artists will be reissued for the lower level of the library.

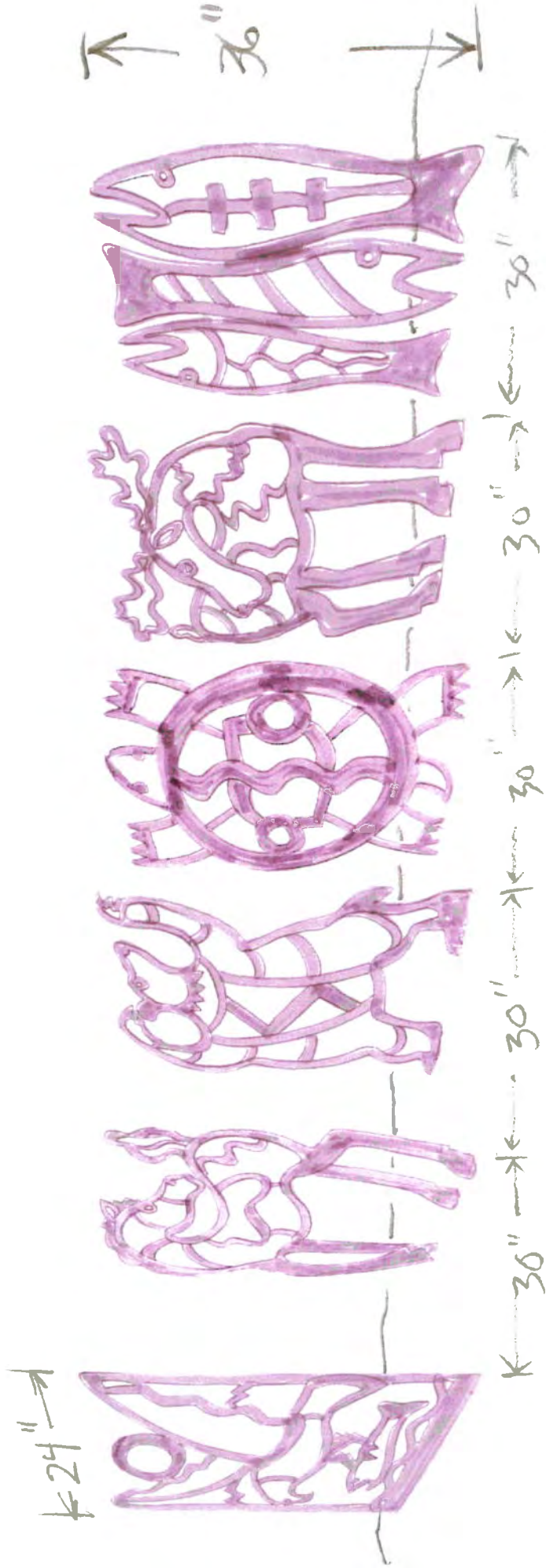
The agreement calls for the bike rack to be constructed and installed by August 1, 2018.

The “Fish & Game” bike rack consists of six wildlife figures, each made of welded stainless steel, each sized 24” x 36” by approximately 2” thick. They will be flanged at the base to facilitate bolting into concrete. The figures would be placed approximately 30” apart to allow two bikes per piece.

FINANCIAL: The total budget for both the upper and lower level bike racks is \$18,000. This agreement would be issued for the upper level bike racks only in the amount of \$9,000.00. Funding for the bike rack will come from the Arts Fund – Lake District URD. Ignite CDA annually provides 2 percent of its income to the city for public art within the two urban renewal districts.

DECISION POINT/RECOMMENDATION: To approve an agreement with Dodge Artworks for a for a new bike rack/public art at the Coeur d’Alene Public Library in the amount of \$9,000.00.

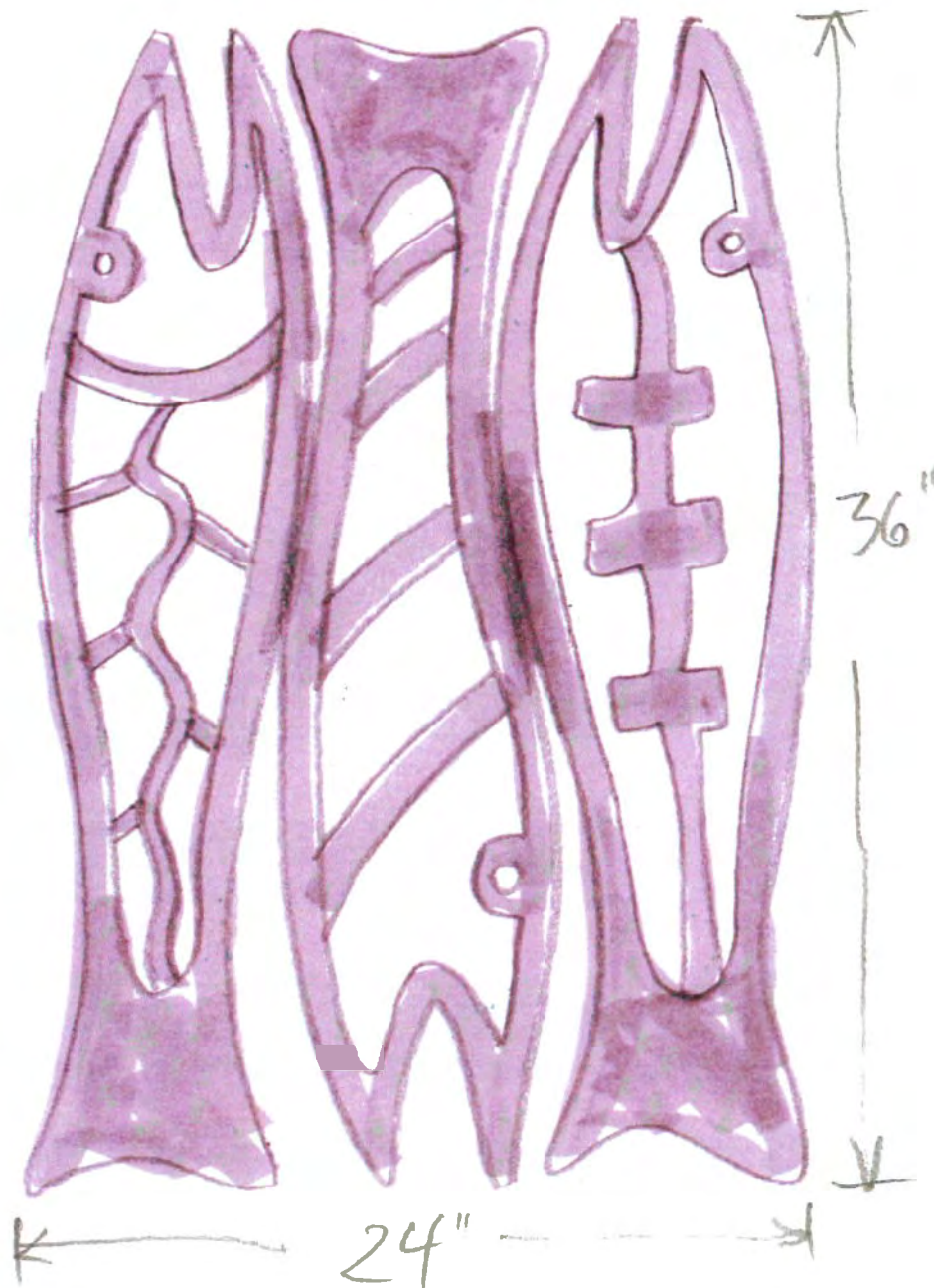
"Fish and Game"



Proposed layout for bike racks. Could be grouped in other ways, too.

Cost — \$9000.00

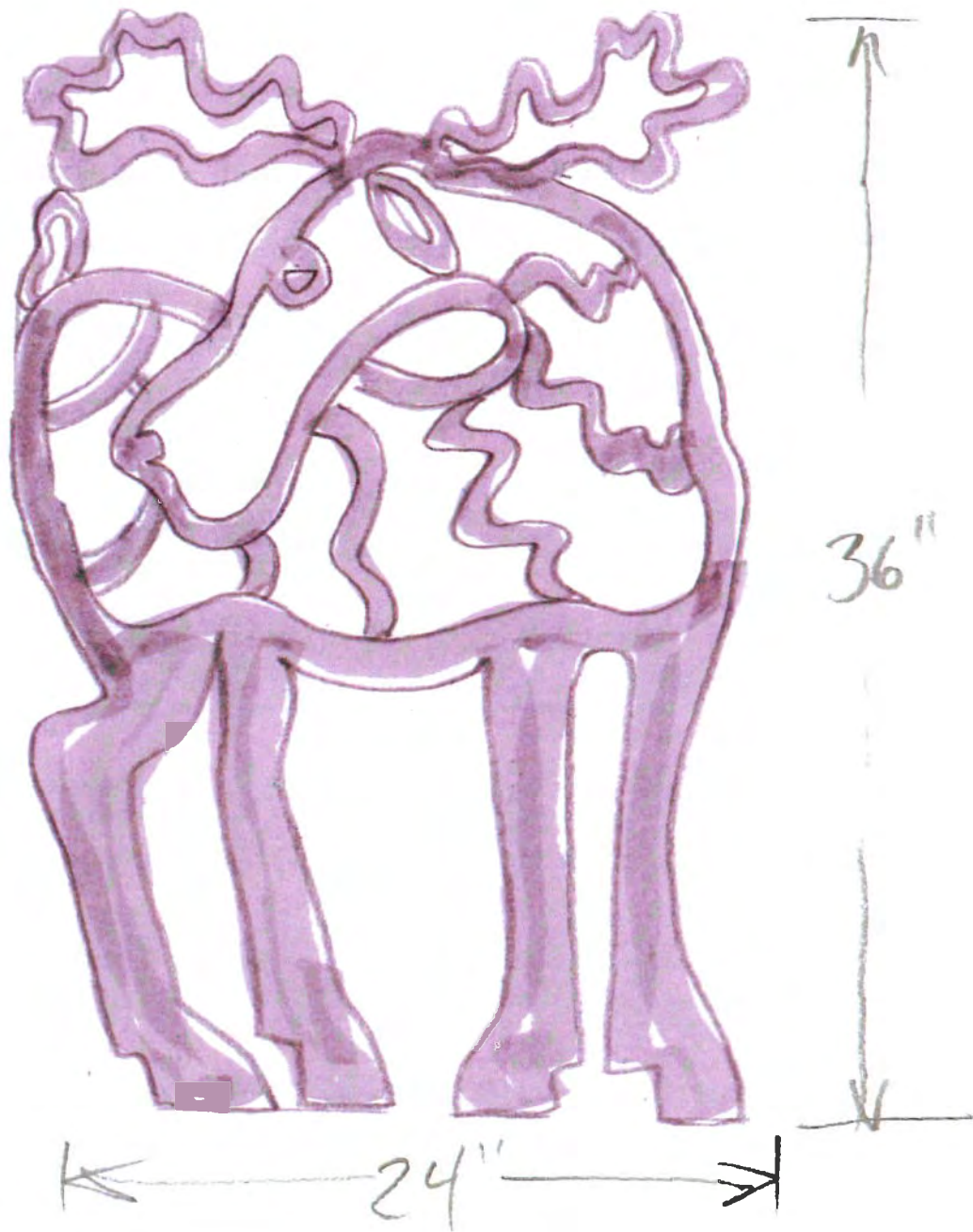
Allen Dodge



Proposal for 6 piece bike rack for CdA Library.

Each piece measures 36" tall, 24" wide and each is constructed, 2" thick, welded stainless steel mounted on a stainless flange set up for bolting into concrete. The arrangement is flexible, one long installation of 15' or several groups together.

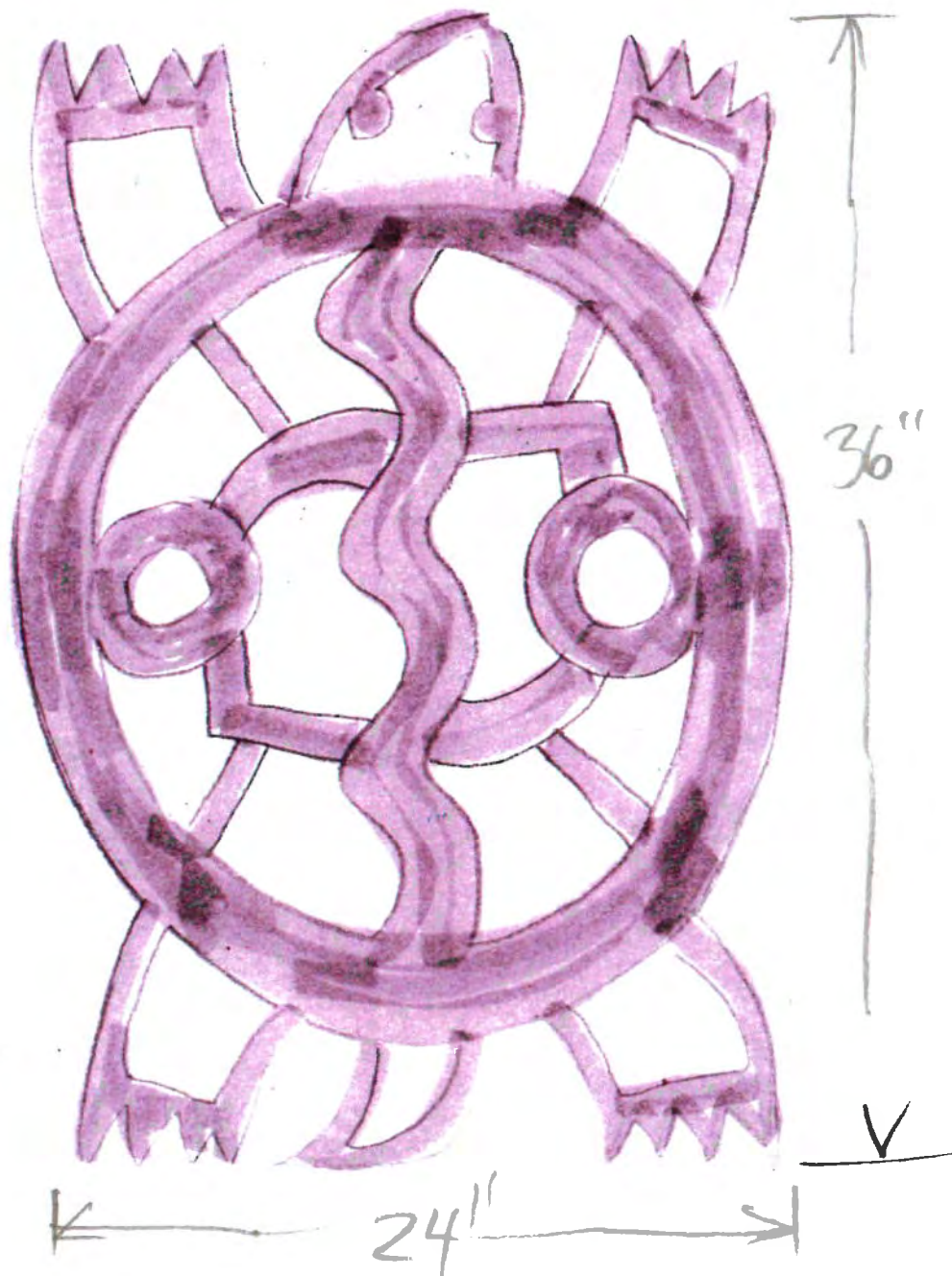
Allen Dodge art@allenmarydee.com 208-765-1777



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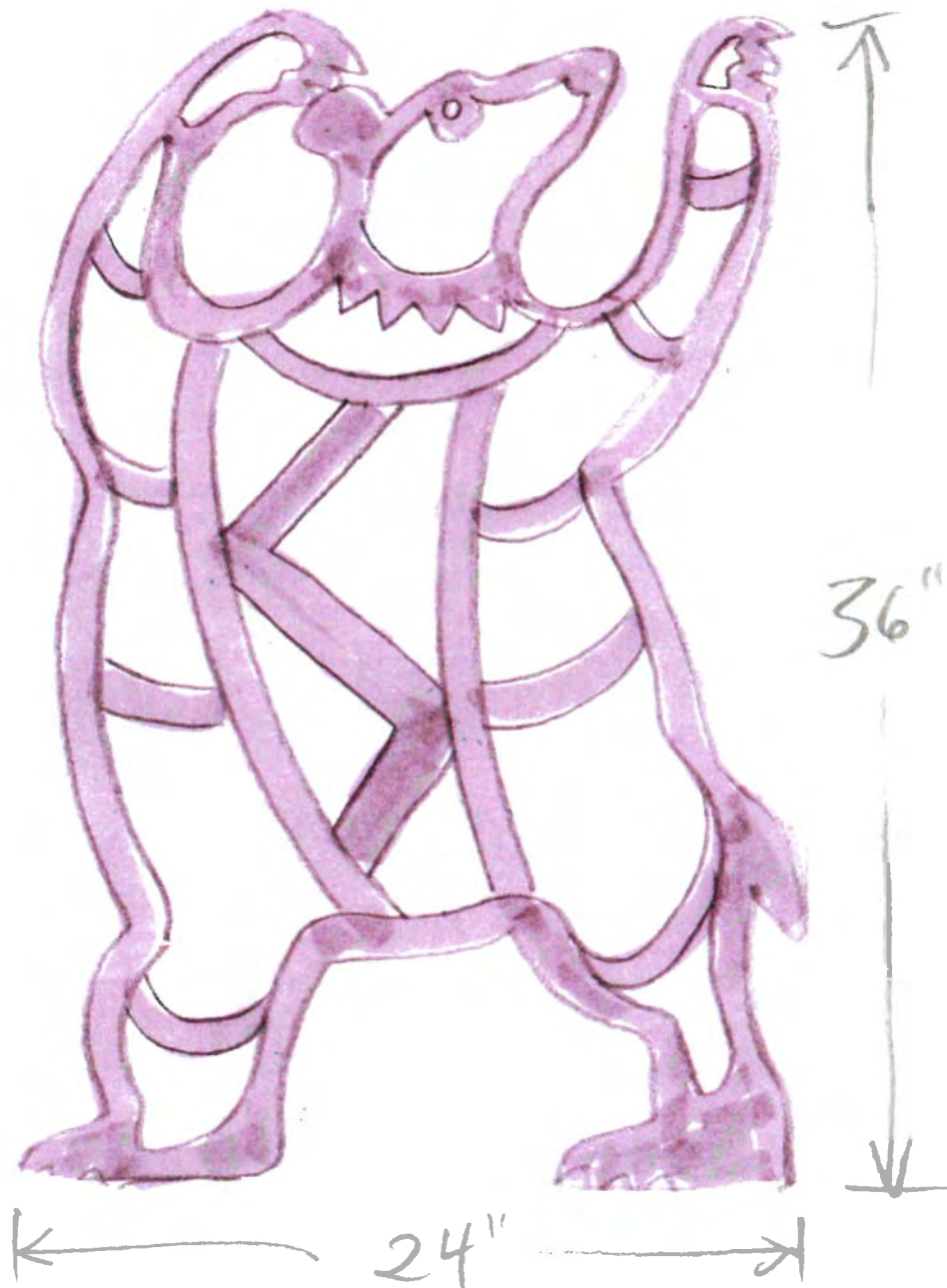
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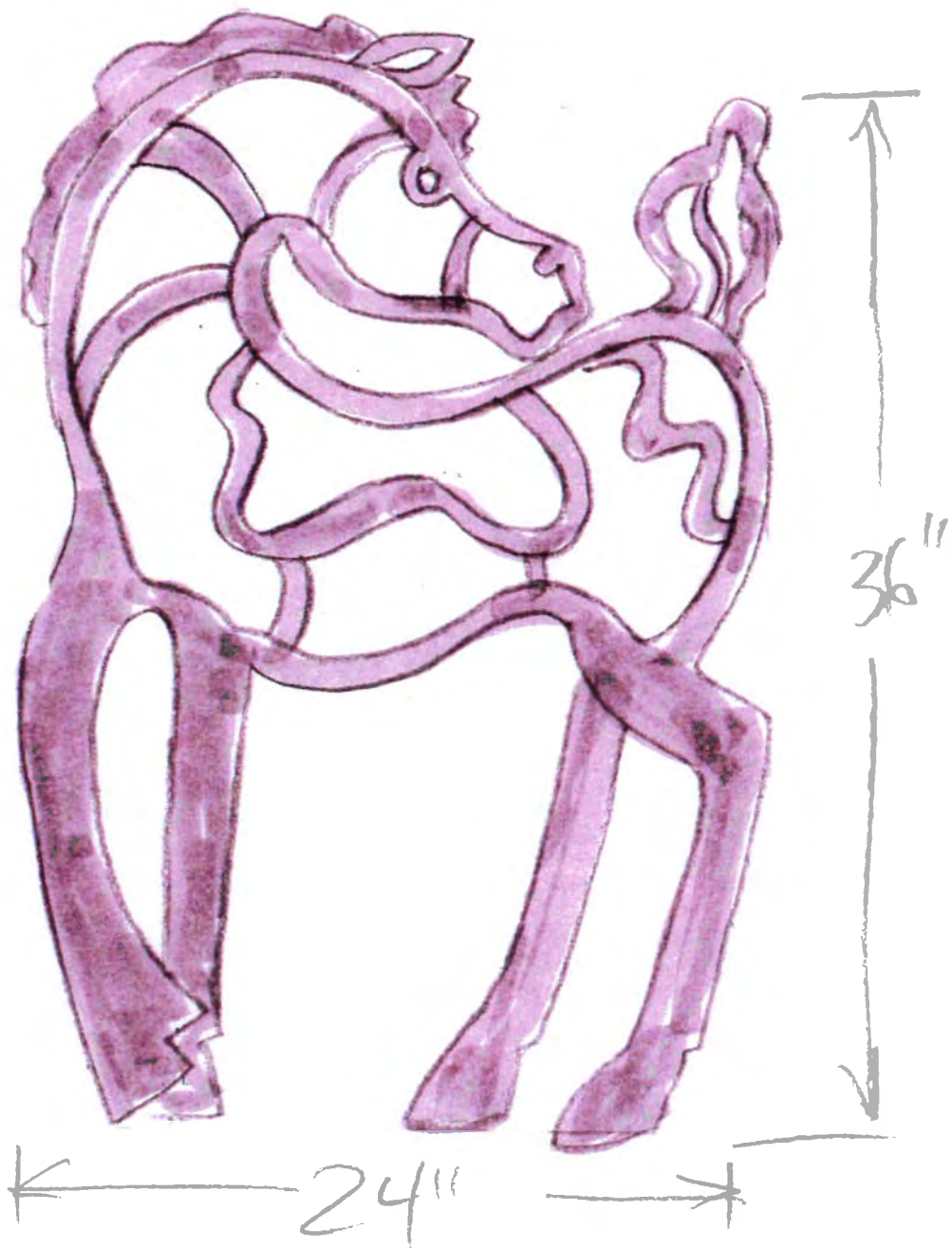
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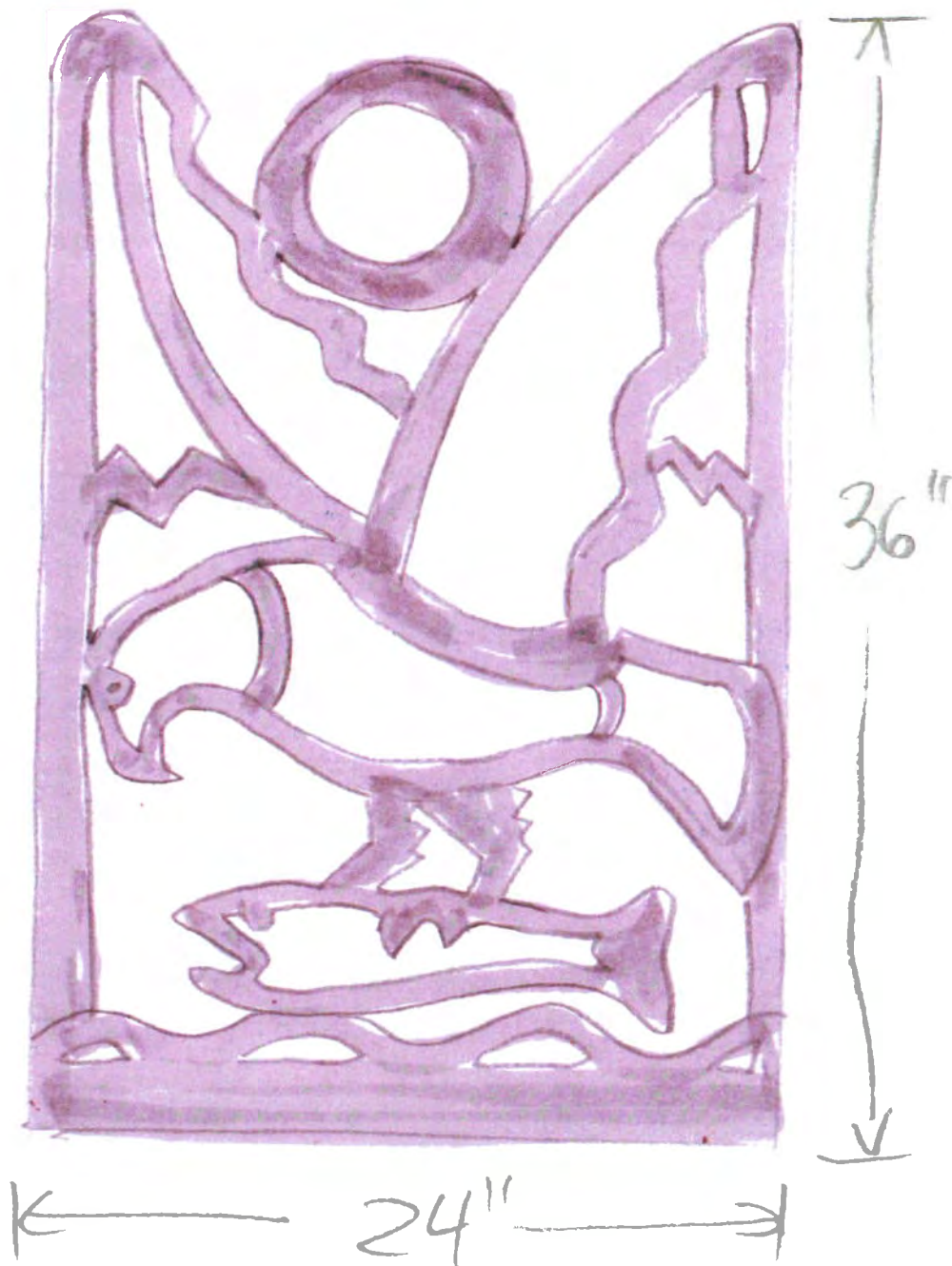
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Allen Dodge art@allenmarydee.com 208-765-1777

RESOLUTION NO. 18-023

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AN AGREEMENT WITH ALLEN AND MARY DEE DODGE FOR A NEW ARTISTIC/FUNCTIONAL BIKE RACK FOR THE UPPER LEVEL OF THE COEUR D'ALENE PUBLIC LIBRARY.

WHEREAS, the City Administrator of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into an agreement with Allen and Mary Dee Dodge for a bike rack/public art at the Coeur d'Alene Library, pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "A" and by reference made a part hereof; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into an agreement with Allen and Mary Dee Dodge for a bike rack/public art for the upper level of the Coeur d'Alene Public Library, in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 17th day of April, 2018.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER ENGLISH Voted _____

_____ was absent. Motion _____.

Design, Fabrication and Installation Services Agreement Public Library Bike Rack “Fish & Game”

THIS AGREEMENT is entered into this 17th day of April, 2018, by and between the City of Coeur d’Alene (hereinafter the “City”), acting by and through the City Administrator as liaison to the Arts Commission (hereinafter the “Agency”), with offices at 710 E. Mullan Avenue, Coeur d’Alene, Idaho 83814, and Allen and Mary Dee Dodge (hereinafter the “Artists”), with offices at 845 E. Giesa, Coeur d’Alene, Idaho 83814.

WHEREAS, the Agency issued a Call to Artists for new artistic/functional bike racks for the upper and lower level of the Coeur d’Alene Public Library; and

WHEREAS, authority lies with the Agency to make contracts for the acquisition, design, execution, fabrication, transportation, and installation of artworks, including payments for the support of the artist selection process, design, execution, and placement of public Art; and

WHEREAS, four submissions were received in response to the Call to Artists and, after a thorough and robust review by the selection committee of the Agency, the Agency recommended selection of the Dodge Artworks piece entitled “Fish & Game” for the bike rack to be located on the upper level of the library (hereinafter the “Artwork”); and

WHEREAS, the Artists are recognized and established artists of good reputation; and

WHEREAS, the Artists and the Agency wish to undertake the obligations expressed herein;

NOW, THEREFORE, in consideration of the above-stated premises and subject to the conditions hereinafter set forth, the parties agree as follows:

Article 1. Scope of Services.

1.1 Artists’ Obligations.

a. The Artists shall perform all services and furnish all supplies, material, and/or equipment as necessary for the design and fabrication of the Artwork at the Site in accordance with the specified schedule. Services shall be performed in a professional manner and in strict compliance with all terms and conditions in this Agreement.

b. The Artists shall determine the artistic expression, design, dimensions, and materials of the Artwork, subject to review and acceptance by the Agency as set forth in this Agreement. To ensure that the Artwork as installed comports with the selected design

and does not interfere with the intended use of the Site, pedestrian and other traffic flow, parking, and safety devices and procedures at the Site, the Artists' Design Concept as described in Section 1.3 shall be reviewed and approved by the Agency, other applicable City departments, and the project engineer to ensure compliance with these objectives.

d. The Artists shall complete the fabrication and installation of the Artwork by August 1, 2018.

e. The Artists shall secure any and all required licenses, permits, and similar legal authorizations at the Artists' expense as may be necessary for the installation of the Artwork at the Site.

f. The Artists shall arrange the transportation and installation of the Artwork in consultation with the Agency. If the Artists do not install the Artwork themselves, the Artists shall supervise and approve the installation.

g. The Artists shall provide required insurance in amounts and limits specified in Article 6 and Exhibit 1.

h. The Artists shall provide a list of all subcontractors along with a copy of the agreement between the Artists and each subcontractor.

i. The Artists shall provide a maintenance manual with a description of all materials and products utilized in the Artwork, and the required care and upkeep necessary.

j. The Artists shall provide the Agency with photographic documentation of the Artwork.

k. The Artists shall be available upon reasonable advance notice for meetings, ceremonies and similar presentations, as necessary.

1.2 Agency's Obligations.

a. The Agency shall perform all obligations in strict compliance with all terms and conditions in this Agreement.

b. The Agency shall be responsible for providing the Artists, at no expense to the Artists, copies of existing designs, drawings, reports, list of required permits, and other existing relevant data, if any, which is needed by the Artists in order to perform his obligations under this Agreement.

c. The Agency shall be responsible for compliance with all applicable laws and regulations, including but not limited to zoning or environmental regulations, and shall explain any limitations imposed by such laws and/or regulations to the Artists.

d. The Agency shall prepare the Site in accordance with the specifications detailed in

the approved Design Concept as set out in Section 1.3 of this Agreement. The Agency shall be responsible for all expenses, labor, and equipment to prepare the Site for the timely receipt and installation of the Artwork. The Agency shall complete the Site preparations by the scheduled installation date as provided in Section 1.4(b)(1) of this Agreement, and shall contact the Artists in writing to inform them of any delays.

e. The Agency shall provide and install a plaque on or near the Artwork containing a credit to the Artists in substantially the following form: Copyright © [The Artists' names and date of creation].

f. The Agency shall not permit any use of the Artists' names or misuse of the Artwork which would reflect discredit on the Artists' reputation as artists or which would violate the spirit of the Artwork, should such use or misuse be within the Agency's control.

g. The Agency shall be responsible for leading the Artists through the required review process. The Agency shall be responsible for organizing and scheduling meetings with review entities and for providing the Artists written instructions for the materials required at such meetings.

1.3 Design.

a. Concept/Schematic

1. The Artwork consists of six wildlife figures, each made of welded stainless steel. The size of each shall be 24" x 36" x approximately 2" thick. The figures shall be flanged at the base to facilitate bolting into concrete. The figures shall be placed approximately 30" apart to allow for two bikes per figure.

2. The Artists shall visit, examine, research and consider the Site and surrounding area. If applicable, the Artists shall also consult with representatives of the community and consider their input and concerns.

3. The Design must provide sufficient detail to permit the Agency to assure compliance with applicable local, state, or federal laws, ordinances, and regulations.

b. Design Approval

1. The Artists shall submit a final design, including drawings showing dimensions, within thirty (30) of the execution of the Agreement. Within fifteen (15) days after the Artists submit the Design, the Agency shall notify the Artists whether it approves or disapproves of the Design. The Agency shall have discretion of approving outright or with conditions, or rejecting the Design. The Agency shall notify the Artists of any revisions to the Design as are necessary for the Artwork to comply with any applicable laws, ordinances, and regulations, and

other reasons including, but not limited to, ensuring the physical integrity of the Artwork or its installation at the Site. If agreed upon by both parties, such revisions will become a part of the accepted Design.

2. If the Agency disapproves of the Design, the Agency will submit to the Artists in writing the reasons for such disapproval. In such event, the Artists will submit a Revised Design within fifteen (15) days after the Agency has notified the Artists of its disapproval. The Artists will not be paid an additional fee for the Revised Design.

c. Redesign

1. The Revised Design will reflect changes made to address the Agency's stated reasons for disapproval, as well as any adjustments in the budget or schedule that may be necessary. The Agency shall notify the Artists in writing whether it approves or disapproves of the revised Design within fifteen (15) days after the Artists submit the revised design.

2. If the Artists refuse to revise the Design pursuant to Section 1.3(b)(ii), or if the Artists fail to adequately revise the Design in the judgment of the Agency, this Agreement shall terminate and the parties shall be under no further obligation to each other as of the date of such termination. The effective date of termination shall be the date the Agency submits its written disapproval of the Revised Design to the Artists. The Agency shall submit to the Artists a written termination notice with the disapproval. The termination notice shall advise the Artists that this Agreement has been terminated pursuant to this Article. The termination notice shall notify the Artists that the Artists are entitled to retain the compensation paid prior to the termination date, and that the Parties are under no further obligation to each other. The termination notice shall confirm that the Artists shall retain ownership of all Designs, Revised Designs, and renderings thereof submitted hereunder.

d. Final/Construction Documents

1. The Artists shall prepare structural drawings detailing every physical feature of the construction of the Artwork and its integration with the Site. These drawings and supplementary documents shall indicate any issues involved in the construction, integration, and maintenance of the Artwork, as well as the identity of any third party subcontractors needed to work on the project.

2. When appropriate, the Artists shall present such drawings to a qualified engineer, licensed by the state and paid by the Artists, for certification that the Artwork will be of adequate structural integrity and the Artists shall provide the

Agency with such certification, signed and stamped by the licensed engineer.

3. When appropriate, the Artists shall present the Design to a qualified conservator, who will make recommendations as to the maintenance of the Artwork and the Artists shall provide a written copy of the conservator's recommendations to the Agency.

1.4 Fee, Schedule, Payment.

a. Fee

1. The Artists shall be paid a total of Nine thousand and No/100 Dollars (\$9,000.00) for all work in designing, fabricating, and installing the Artwork, excluding any additional amount agreed to by the parties in writing necessitated by any revisions requested by the Agency.

2. If the Artists incur costs in excess of the total Fee noted above, the Artists shall pay such excess from the Artists' own funds unless the Artists previously obtained written approval for such costs from the Agency.

b. Schedule

1. The Artists shall provide the Agency with a proposed schedule for the design, fabrication, and installation of the Artwork, including a schedule for the submission of progress reports and inspections, if required by the Agency; PROVIDED, that the final installation shall be completed by August 1, 2018.

c. Payment

1. Payment shall be due within thirty (30) days of the final installation and acceptance of the Artwork by the City.

1.5 Fabrication Stage.

a. The Artists shall fabricate and install the Artwork in substantial conformity with the Design. The Artists may not deviate from the approved Design without written approval of the Agency.

b. The Artists shall take reasonable measures to protect or preserve the integrity of the Artwork such as the application of protective or anti-graffiti coatings, if applicable, unless the Agency disapproves. If the Artwork is being constructed on-site, the Artists shall avoid creating nuisance conditions arising out of the Artists' operations. Prior to requesting authorization to transport and install the Artwork, the Artists shall be required to provide the Agency with a list of all workers or subcontractors and equipment to be used, along with the hours of operation and the scope of work to be performed on site.

All additional workers or subcontractors must provide proof of insurance, including worker's compensation insurance, prior to entering the site.

c. The Agency shall have the right to inspect the Artwork at reasonable times during the fabrication thereof upon reasonable notice.

d. If the Agency, upon inspection of the Artwork, determines that the Artwork does not conform to the Design or Revised Design, the Agency reserves the right to notify the Artists in writing of the deficiencies and that the Agency may withhold payment until the deficiencies are corrected to the Agency's satisfaction.

e. The Artists will promptly cure the Agency's objections and will notify the Agency in writing of completion of the cure. The Agency shall promptly review the Artwork and, upon approval, shall release the next budget installment. If the Artists dispute the Agency's determination that the Artwork does not conform to the approved Design or Revised Design, the Artists shall submit reasons in writing to the Agency within seven (7) days of the Agency's notification. The Agency shall make reasonable efforts to resolve the dispute with the Artists in good faith. However, final determination as to whether the Artists have complied with the terms of this Agreement shall remain with the Agency.

f. The Artists shall notify the Agency in writing when fabrication of the Artwork has been completed, and that the Artwork is ready for delivery to and installation at the Site if the Artwork was fabricated off-site.

g. The Agency shall inspect the Artwork within seven (7) days after receiving notification pursuant to subparagraph (f), and prior to installation, to determine that the Artwork conforms with the approved Design or Revised Design, and to give final approval of the Artwork. The Agency shall not unreasonably withhold final approval of the Artwork at this stage. In the event that the Agency does withhold final approval, the Agency shall submit the reasons for such disapproval in writing within fifteen (15) days of examining the Artwork. The Artists shall then have fifteen (15) days from the date of the Agency's notice of the disapproval to make the necessary adjustments to the fabricated Artwork in accordance with such writing. The Artists shall not be penalized for any delay in the delivery and installation of the Artwork to the Site unless the Artists have willfully and substantially deviated from the approved Design or Revised Design without the prior approval of the Agency. The Artists shall then be held responsible for any expenses incurred in correcting such deviation.

h. The Agency shall promptly notify the Artists of any delays impacting installation of the Artwork.

i. Any additional storage fees incurred as a result of delays are the responsibility of the party who caused the delay. The Artists shall be required to inspect the Site prior to the transportation and installation of the Artwork, and shall notify the Agency of any adverse Site conditions that will impact the installation of the Artwork which are in need of correction.

1.6 Changes to Design.

- a. Prior to the execution of any change in the approved Design, the Artists shall present proposed changes in writing to the Agency for further review and approval. The Artists must provide a detailed description of any significant changes in the artistic expression, design, dimensions, or materials of the Artwork that are not permitted by or are not in substantial conformity with the approved Design. Such notice will also include a detailed description of any additional costs that may be incurred or changes in the budget. A significant change is any change which materially affects installation, scheduling, site preparation, or maintenance of the Artwork, or which significantly changes the concept of the Artwork as represented in the Design.
- b. If the Agency approves the changes, the Agency shall promptly notify the Artists in writing. The Agency will also make any required presentations to the Arts Commission and/or the City Council.
- c. If the Agency disapproves of the changes, the Agency shall promptly notify the Artists in writing and the Artists shall continue to fabricate the Artwork in substantial conformity with the Design.
- d. The Artists' fee shall be equitably adjusted for any increase or decrease in the Artists' cost of, or time required for, performance of any services under this Agreement as a result of revisions made to the Design under Section 1.6(a). Any claim by the Artists for adjustment under this paragraph must be asserted in writing within seven (7) days after the date of the revision by the Artists.

1.7 Installation.

- a. Upon the Agency's final approval of the fabricated Artwork, the Artists shall deliver and install, unless otherwise agreed by the parties, the completed Artwork at the Site in accordance with the schedule provided for in Section 1.4(b). Transportation fees shall be paid by the Artists.
- b. The Artists will coordinate closely with the Agency to ascertain that the Site is prepared to receive the Artwork. The Artists must notify the Agency of any adverse conditions at the Site that would affect or impede the installation of the Artwork. The Artists are responsible for timely installation of the Artwork. The Artists will confer and coordinate with the Agency to ensure timely coordination with the Agency's construction team. The Artists may not install the Artwork until authorized to do so by the Agency.
- c. The Artists shall be present to supervise the installation of the Artwork.
- d. Upon written acceptance of the installation, the Artwork shall be deemed to be in the custody of the Agency for purposes of Article 4 and Article 6 of this Agreement.

e. Within fifteen (15) days after installation of the Artwork, the Artists shall furnish the Agency with the following photographs of the Artwork as installed:

1. A set of three digital, minimum 600 dpi, JPG or TIFF files, provided to the Agency on a CD Rom or USB drive. Photographs must be labeled with the name of the Artwork, the date upon which the photograph was taken, and the viewpoint from which the photograph was taken. The Artists shall also furnish the Agency with a full written narrative description of the Artwork.

f. Upon installation of the Artwork, the Artists shall provide the Agency with written instructions for the appropriate maintenance and preservation of the Artwork, along with product data sheets for any material or finish used. The Artwork must be durable, taking into consideration that the Site is an unsecured public space that will be exposed to elements such as extreme weather, temperature variation, and considerable movement of people and equipment. The Artists must ensure that all maintenance requirements are reasonable in terms of time and expense. The Agency is responsible for the proper care and maintenance of the Artwork.

1.8 Approval and Acceptance.

a. The Artists shall notify the Agency in writing when all services as required of both Parties by this Agreement have been completed in substantial conformity with the Design.

b. The Agency shall promptly notify the Artists of its final acceptance of the Artwork within thirty (30) days after the Artists submit written notice pursuant to subparagraph a above. The effective date of final acceptance shall be the date the Agency submits written notice to the Artists of its final acceptance of the Artwork. The final acceptance shall be understood to mean that the Agency acknowledges completion of the Artwork in substantial conformity with the Design and that the Agency confirms that all services as required of the Artists have been completed. Title to the Artwork passes to the Agency upon final acceptance and final payment.

c. If the Agency disputes that all the services have been performed, the Agency shall notify the Artists in writing of those services the Artists have failed to perform within fifteen (15) days after the Artists submit written notice pursuant to subparagraph a above. The Artists shall promptly perform those services indicated by the Agency.

d. If the Artists dispute the Agency's determination that not all services have been performed, the Artists shall submit reasons in writing to the Agency within seven (7) days of the Agency's notification to the contrary. The Agency shall make reasonable efforts to resolve the dispute with the Artists in good faith. However, final determination as to whether all services have been performed shall remain with the Agency.

e. Upon the resolution of any disputes that arise under subparagraphs c and d of this section, the Agency shall notify the Artists of its final acceptance of the Artwork pursuant to subparagraph b.

f. After final acceptance of the Artwork, the Artists shall be available at such time(s) as may be mutually agreed upon by the Agency and the Artists to attend any public meetings and community outreach functions, as well as any inauguration or presentation ceremonies relating to the dedication of the Artwork.

i. During such public presentations by the Artists, the Artists shall acknowledge the Agency's role in funding the Artwork.

ii. The Agency shall be solely responsible for coordinating public information materials and activities related to public presentations.

Article 2. Taxes.

Any state or federal sales, use, or excise taxes, or similar charges relating to the services and materials under this Agreement, shall be paid by the Artists in a timely fashion. The Agency shall report payments made to the Artists annually to the Internal Revenue Department in a 1099 statement.

Article 3. Term of Agreement.

3.1 Duration.

This Agreement shall be effective on the date that this Agreement has been signed by both parties and, unless terminated earlier pursuant to such provisions in the Agreement, shall extend until final acceptance by the Agency under Section 1.8(b) or submission of final payment to the Artists by the Agency, whichever is later. Extension of time of performance hereunder may be granted upon the request of either party and the consent of the other thereto, which consent shall not be unreasonably withheld. Such extension shall be in writing, signed by both parties, and attached to the schedule established under section 1.4(b)(1).

3.2 Force Majeure.

The Agency shall grant to the Artists a reasonable extension of time in the event that conditions beyond the Artists' control render timely performance of the Artists' services impossible or unduly burdensome. All such performance obligations shall be suspended for the duration of the condition. Both parties shall take all reasonable steps during the existence of the condition to assure performance of their contractual obligations when the condition no longer exists. Failure to fulfill contractual obligations due to conditions beyond either Party's reasonable control will not be considered a breach of contract, provided that such obligations shall be suspended only for the duration of such conditions.

Article 4. Risk of Loss.

The Artists shall bear the risk of loss or damage to the Artwork until the Agency's final acceptance of the Artwork under Section 1.8(b). The Artists shall take such measures as are reasonably necessary to protect the Artwork from loss or damage. The Agency shall bear the risk of loss or damage to the Artwork prior to final acceptance only if, during such time, the partially or wholly completed Artwork is in the custody, control, or supervision of the Agency or its agent(s) for the purposes of transporting, storing, installing, or performing other services to the Artwork under this Agreement.

Article 5. Artists' Representations and Warranties.

5.1 Warranties of Title.

The Artists represents and warrants that:

- a. The Artwork is solely the result of the artistic effort of the Artists;
- b. Except as otherwise disclosed in writing to the Agency, the Artwork is unique and original, and does not infringe upon any copyright or the rights of any person;
- c. The Artwork (or duplicate thereof) has not been accepted for sale elsewhere;
- d. The Artists have not sold, assigned, transferred, licensed, granted, encumbered, or utilized the Artwork or any element thereof or any copyright related thereto which may affect or impair the rights granted pursuant to this Agreement;
- e. The Artwork is free and clear of any liens from any source whatsoever;
- f. All Artwork created or performed by the Artists under this Agreement, whether created by the Artists themselves or in collaboration with others, shall be wholly original with the Artists and shall not infringe upon or violate the rights of any third party;
- g. The Artists have the full power to enter into and perform this Agreement, and to make the grant of rights contained in this Agreement;
- h. All services performed hereunder shall be performed in accordance with all applicable laws, regulations, ordinances, etc., and with all necessary care, skill, and diligence; and
- i. These representations and warranties shall survive the termination or other extinction of this Agreement.

5.2 Warranties of Quality and Condition.

- a. The Artists represent and warrant that all work will be performed in accordance with professional “workmanlike” standards and free from defective or inferior materials and workmanship (including any defects consisting of “inherent vice,” or qualities that cause or accelerate deterioration of the Artwork) for one year after the date of final acceptance by the Agency under Section 1.8(b).
- b. The Artists represent and warrant that the Artwork and the materials used are not currently known to be harmful to public health and safety.
- c. The Artists represent and warrant that reasonable maintenance of the Artwork will not require procedures substantially in excess of those described in the maintenance and preservation recommendations submitted by the Artists pursuant to Section 1.7(f).
- d. If, within one year of final acceptance, the Agency observes any breach of warranty that is curable by the Artists, the Artists shall, at the request of the Agency, cure the breach promptly, satisfactorily, and consistent with professional conservation standards, at no expense to the Agency. The Agency shall give notice to the Artists of such breach with reasonable promptness.
- e. If, after one year from final acceptance, the Agency observes any breach of warranty that is curable by the Artists, the Agency shall contact the Artists to make or supervise repairs or restorations at a reasonable fee during the Artists’ lifetimes. The Artists shall have the right of first refusal to make or supervise repairs or restorations. Should the Artists be unavailable or unwilling to accept reasonable compensation under the industry standard, the Agency may seek the services of a qualified restorative conservator and maintenance expert.
- f. If, within one year of final acceptance, the Agency observes a breach of warranty 2 that is not curable by the Artists, the Artists shall be responsible for reimbursing the Agency for damages, expenses, and loss incurred by the Agency as a result of the breach. However, if the Artists disclosed the risk of this breach in the Proposal and the Agency accepted that it may occur, it shall not be deemed a breach for purposes of this Agreement.
- g. Acceptable Standard of Display. The Artists represent and warrant that:
 - i. General routine cleaning and repair of the Artwork, and any associated working parts and/or equipment, will be sufficient to maintain the Artwork within an acceptable standard for public display.
 - ii. Foreseeable exposure to the elements and general wear and tear will cause the Artwork to experience only minor repairable damages, and will not cause the Artwork to fall below an acceptable standard of public display.

iii. With general routine cleaning and repair, and within the context of foreseeable exposure to the elements and general wear and tear, the Artwork will not experience irreparable fracturing, staining, chipping, tearing, abrading, or peeling.

iv. **Manufacturer's Warranties.** To the extent the Artwork incorporates products covered by a manufacturer's warranty, the Artists shall provide copies of such warranties to the Agency. The foregoing warranties are conditional, and shall be voided by the failure of the Agency to maintain the Artwork in accordance with the Artists' specifications and the applicable conservation standards. If the Agency fails to maintain the Artwork in good condition, the Artists, in addition to other rights or remedies the Artists may have in equity or at law, shall have the right to disown the Artwork as the Artists' creation and request that all credits be removed from the Artwork and reproductions thereof until the Artwork's condition is satisfactorily repaired.

Article 6. Insurance and Indemnity.

6.1 General.

a. The Artists acknowledge that until final acceptance of the Artwork by the Agency under Section 1.8(b), any injury to property or persons caused by the Artists' Artwork or any damage to, theft of, vandalism to, or acts of God affecting the Artists' Artwork are the sole responsibility of the Artists, including, but not limited to, any loss occurring during the creation, storage, transportation, delivery, or installation of the Artists' Artwork, regardless of where such loss occurs, unless caused by the actions of the Agency or its employees.

b. Terms for the procurement and duration of insurance are provided in Exhibit 1.

c. Required insurance policies are described in Exhibit 1.

6.2 Indemnity.

The Artists shall indemnify, protect, defend, and hold harmless the Agency and its subdivisions, officials, employees, and agents (each a "Covered Person") from and against all liabilities, obligations, losses, damages, judgments, costs, or expenses (including legal fees and costs of investigation) (collectively referred to as the "Losses") arising from, in connection with, or caused by: (a) any personal injury or property damage caused, directly or indirectly, by any act or omission of the Artists; or (b) any infringement of patent, copyright, trademark, trade secret, or other proprietary right caused by the Artists. Notwithstanding the foregoing, the Artists shall have no obligation under this Section with respect to any Loss that is caused solely by the active negligence or willful misconduct of a Covered Party which is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by the Artists. The Artists acknowledge and agree that their obligation to defend in this Section: (i) is an immediate obligation, independent of its other obligations hereunder; (ii) applies to any Loss which

actually or potentially falls within the scope of this Section, regardless of whether the applicable allegations are or may be groundless, false, or fraudulent; and (iii) arises at and continues after the time the Loss is tendered to the Artists.

Article 7. Ownership and Intellectual Property Rights.

7.1 Title.

Title to the Artwork shall pass to the Agency upon the Agency's written final acceptance and payment for the Artwork. The Artists shall provide the Agency with Transfer of Title documents in substantially the form as attached hereto as Exhibit 2.

7.2 Ownership of Documents.

One set of presentation materials prepared and submitted under this Agreement shall be retained by the Agency for possible exhibition and to hold for permanent safekeeping.

7.3 Copyright Ownership.

The Artists retain all rights under the Copyright Act of 1976, 17 U.S.C. § 101 et seq., as the sole author of the Artwork for the duration of the copyright, subject to the rights of the Agency hereunder.

7.4 Reproduction Rights.

- a. In view of the intention that the final Artwork shall be unique, the Artists shall not make any reproductions of the final Artwork nor shall the Artists grant permission to others to do so except with the written permission of the Agency. However, nothing shall prevent the Artists from creating future Artworks in the Artists' manner and style of artistic expression.
- b. The Artists grant to the Agency and its assigns an irrevocable license to make reproductions of the Artwork for non-commercial purposes, including, but not limited to, reproductions used in brochures, media publicity, and exhibition catalogues or other similar publications provided that these rights are exercised in a professional manner.
- c. The Artists shall use their best efforts in any public showing or resume use of reproductions to give acknowledgment to the Agency in substantially the following form: "an original Artwork commissioned by and in the public art collection of the City of Coeur d'Alene."
- d. If the Agency wishes to make reproductions of the Artwork for commercial purposes, including, but not limited to, tee shirts, post cards, and posters, the Parties shall execute a separate agreement to address the terms of the license granted by the Artists and the royalty the Artists shall receive.

f. Third Party Infringement. The Agency is not responsible for any third party infringement of the Artists' copyright and is not responsible for protecting the intellectual property rights of Artists.

Article 8. Artists' Rights.

8.1 General.

- a. The Artists retain all rights under state and federal laws, including §106A of the Copyright Act of 1976.
- b. The Agency agrees that it will not intentionally alter, modify, change, destroy, or damage the Artwork without first obtaining permission from the Artists.
- c. If any alteration or damage to the Artwork occurs, the Artists shall have the right to disclaim authorship of the Artwork in addition to any other remedies the Artists may have under this Agreement. Upon written request, the Agency shall remove the identification plaque and all attributive references to the Artists at its own expense within sixty (60) days of receipt of the notice. No provision of this Agreement shall obligate the Agency to alter or remove any such attributive reference printed or published prior to the Agency's receipt of such notice. The Artists may take such other action as the Artists may choose in order to disavow the Artwork.

8.2 Alterations of Site or Removal of Artwork.

- a. The Agency shall notify the Artists of any proposed significant alteration of the Site that would affect the intended character and appearance of the Artwork. The Agency shall make a good faith effort to consult with the Artists in the planning and execution of any such alteration. The Agency shall make a reasonable effort to maintain the integrity of the Artwork.
- b. The Artists agree that the Agency may remove or relocate the Artwork pursuant to the City's adopted Public Art Policy. Should the City determine that removal or relocation of the artwork is appropriate, the Artists shall, upon request, provide the Agency with written handling instructions. In the event that the Artists are deceased or unable to otherwise provide the instructions, the Agency shall seek instructions from the current owner of the copyright of the Artwork. Should the Agency be unable to obtain written instructions for any reasons, the Agency may remove or relocate the Artwork in any reasonable manner.

Article 9. Permanent Record.

The Agency shall maintain on permanent file a record of this Agreement, and of the location and disposition of the Artwork.

Article 10. Artists as an Independent Contractors.

10.1 Independent Contractor Status.

The Artists agree to perform all services under this Agreement as an independent contractor and not as an agent or employee of the Agency. The Artists acknowledge and agree that the Artists shall not hold themselves out as an authorized agent of the Agency with the power to bind in any manner.

10.2 Tax Identification Number.

The Artists shall provide the Agency with the Artists' Tax Identification Number(s) and any proof of such number as requested by the Agency.

Article 11. Nondiscrimination.

The Artists shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, in connection with or related to the performance of this Agreement.

Article 12. Assignment of Artwork.

The Artwork and services required of the Artists are personal and shall not be assigned, sublet, or transferred. Any attempt by the Artists to assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect unless prior written consent is given by the Agency. The Agency shall have the right to assign or transfer any and all of the Agency's rights and obligations under this Agreement if ownership of the Site is transferred.

Article 13. Termination.

13.1 Either Party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such Party's reasonable control such as, but not limited to, acts of nature; war or warlike operations; superior governmental regulation or control; public emergency; or strike or other labor disturbance. Notice of termination of this Agreement shall be given to the non-terminating Party in writing not less than seven (7) days prior to the effective date of termination.

13.2 The Agency may terminate this Agreement without cause upon one (1) day written notice to the Artists. The Agency shall pay the Artists for services performed and commitments made prior to the date of termination, unless the Artists have failed to comply with any portion of this Agreement.

13.3 If either Party to this Agreement shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements, or stipulations material to this Agreement, the other Party shall have the right to terminate this Agreement by giving

written notice to the defaulting Party of its intent to terminate specifying the grounds for termination. The defaulting Party shall have thirty (30) days after the effective date of the notice to cure the default. If it is not cured by that time, this Agreement shall terminate.

13.4 If the Artists default for cause other than death or incapacitation, the Artists shall return to the Agency all funds provided by the Agency in excess of expenses already incurred. The Artists shall provide an accounting. All finished and unfinished drawings, sketches, photographs, and other Artwork products prepared and submitted or prepared for submission by the Artists under this Agreement shall be retained by the Artists. The Agency shall retain the right to have the Artwork completed, fabricated, executed, delivered, and installed by another artist or craftsman. However, the Artists shall retain the copyright in the Artwork and all rights under Article 7 and Article 8.

13.5 Upon notice of termination, the Artists and their subcontractors shall cease all services under this Agreement.

Article 14. Death or Incapacity.

14.1 If the Artists become unable to complete this Agreement due to death or incapacitation, such death or incapacity will not be deemed a breach of this Agreement or a default on the part of the Artists for the purposes of Article 13. However, nothing in this Article shall obligate the Agency to accept the Artwork.

a. In the event of the incapacity of the Artists, the Artists shall assign the Artists' obligations and services under this contract to another artist provided that the Agency, in the Agency's sole discretion, approves of the new artist. Alternatively, the Agency may elect to terminate this Agreement. The Artists shall retain all rights under Article 7 and Article 8.

b. In the event of the death of the Artists, this Agreement shall terminate effective on the date of death. The Artists' heirs shall retain all rights under Article 6 and Article 7. The Artists' executor shall deliver to the Agency the Artwork in whatever form or degree of completion it may be at the time. Title to the Artwork shall then transfer to the Agency. However, the Artwork shall not be represented to be the completed Artwork of the Artists unless the Agency is otherwise directed by the Artists' estate.

Article 15. Notices and Documents.

Notices required under this Agreement shall be delivered personally or through the U.S. mail, postage prepaid, registered or certified mail, return receipt requested, to the addresses stated below, or to any other address as may be noticed in writing to the other Party:

For the Agency:
City of Coeur d'Alene, City Administrator
710 E. Mullan Ave.
Coeur d'Alene, ID 83814

For the Artists:
Allen and Mary Dee Dodge
845 E. Giesa
Coeur d'Alene, ID 83814

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after the postmarked date.

Article 16. Waiver.

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

Article 17. Audit.

The Agency shall maintain records of all documents, notices, checks, and other records required or produced under this Agreement or related thereto. The Artists also agree to maintain such records for archival purposes. Such records shall be made available for inspection or audit, at any time during regular business hours, upon written request by a designated representative of the Agency. Copies of such documents shall be provided to the Agency for inspection when it is practical to do so. Access to such records and documents shall also be granted to any Party authorized by the Artists, the Artists' representatives, or the Artists' successors-in-interest. The Agency will comply with any open records law applicable to these records.

Article 18. Conflict of Interest.

The Artists and the Agency shall avoid all conflicts of interest or appearance of conflicts of interest in the performance of this Agreement.

Article 19. Dispute Resolution.

19.1 Upon Breach. If, during the creation of the Artwork, its installation, or subsequent existence, either Party breaches this Agreement, each Party agrees to submit any dispute to arbitration upon the request of the other provided that the breach is not cured within a reasonable time under paragraph (c) of Article 13.

19.2 As to Terms. If an ambiguity arises regarding this Agreement upon which the parties cannot agree or a dispute arises as to the completion of a provision, the Parties shall submit to mediation.

19.3 Fees and Costs. Each Party shall be responsible for its own attorney's fees and costs incurred in mediation or arbitration, except as otherwise provided by statute.

Article 20. Amendments.

No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by both Parties hereto.

Article 21. Conflicts of Law.

If any term, covenant, condition, or provision of this Agreement, or the application thereof to any person or circumstance, shall be held by a court of competent jurisdiction or arbitration panel or in mediation procedure to be in conflict with the laws, rules, and/or regulations of the United States or the State of Idaho, or invalid, void, or unenforceable, the remainder of the terms, covenants, conditions, or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby to the extent the remainder of the terms, covenants, conditions, or provisions of this Agreement are capable of execution.

Article 22. Choice of Law and Venue.

22.1 Choice of Laws. This contract shall be governed by the laws of the State of Idaho both as to interpretation and performance.

22.2 Venue. Venue for any arbitration or mediation shall be Coeur d’Alene, Idaho. Venue for any litigation shall be in the District Court of the First Judicial District in and for the County of Kootenai.

Article 23. Entire Agreement.

This Agreement, including the exhibits, comprises all of the covenants, promises, agreements, and conditions between the parties. No verbal agreements or conversations between the Parties prior to the execution of this Agreement shall affect or modify any of the terms or obligations.

CITY

By _____
Allen Dodge

By _____
Steve Widmyer, Mayor

By _____
Mary Dee Dodge

ATTEST

Renata McLeod, City Clerk

EXHIBIT 1

Insurance

Insurance – General

- a. The Artists shall procure and maintain for the duration of this Agreement, at the Artists' expense, insurance in the kinds and amounts as provided in this Exhibit 1 with insurance companies authorized to do business in the State of Idaho. The required insurance shall cover the Artists' employees, agents, contractors, and subcontractors. The Agency, its officials, employees, agents, and contractors shall be named as additional insureds. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officials, employees, agents, and contractors.
- b. The duration of the general liability insurance described in Exhibit 1 shall extend until final acceptance or the termination of this Agreement.
- c. The Artists' and the Artists' subcontractors' insurance coverage shall be the primary insurance for the Agency, its officials, employees, agents, and contractors. Any insurance or self-insurance maintained by the Agency, its officials, employees, agents, and contractors shall be in excess of the Artists' or the Artists' subcontractors' insurance. The coverage shall state that the Artists' or the Artists' subcontractors' insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- d. Prior to undertaking any Artwork under this Agreement, the Artists, at no expense to the Agency, shall furnish to the Agency a certificate of insurance with original endorsements affecting coverage for each of the insurance policies required by Exhibit 1. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates must be current and the Artists must submit replacement or renewal certificates of insurance for all the policies expiring during the term of this Agreement. Each certificate shall clearly indicate that the Artists have obtained insurance in the type, amount, and classification as specified in Exhibit 1 and that no material changes, cancellation, suspension, or reduction in limits of insurance shall be effective except after thirty (30) days' prior written notice to the Agency. Each certificate shall indicate that the subcontractors are additional insureds or the Artists shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Agreement, including, but not limited to, naming the parties as additional insureds.
- e. Any deductibles or self-insured retentions must be declared to, and approved by, the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its officials, employees, agents, and contractors; or the Artists shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in the amount of the full contract price.

- f. Despite any changes to or cancellation of insurance, the Artists remain responsible for maintaining the required insurance coverage for the duration of the Agreement.
- g. Failure of the Artists to comply with any of the terms of this Exhibit or Article 6 shall be considered a material breach of this Agreement and cause for its immediate termination.
- h. Should the Artists not be able to secure acceptable insurance coverage, the Agency may, in its sole discretion, place the required coverage and deduct the cost of such insurance from payments due the Artists.

Insurance Policies:

- a. Commercial General Liability insurance policy, written on an occurrence form, including all the usual coverages known as:
 - i) premises /operations liability
 - ii) products/completed operations
 - iii) personal/advertising injury
 - iv) contractual liability
 - [v) broad-form property damage]
 - [vi) independent contractor's liability]Said policy must provide the following minimum coverage:
 - i) \$500,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
 - ii) \$1,000,000 annual aggregate
- b. Worker's Compensation and Employers' Liability insurance in accordance with the statutory requirements of the State of Idaho providing coverage for any and all employees of the Artists. The Artists shall require all subcontractors to carry this coverage also. The minimum coverage for the Worker's Compensation and Employers' Liability insurance shall be as required by Idaho law. If, however, the Artists do not have any employees as defined by state statutes and regulations, and do not wish to cover themselves for Worker's Compensation, the Artists shall sign the following statement:

We, do not have, nor intend to have for the full term of this Agreement, any employees. Furthermore, we do not wish to obtain or be covered under any Worker's Compensation insurance coverage and, therefore, are signing this statement in lieu of providing the above required Worker's Compensation coverage.

Allen Dodge

Mary Dee Dodge

Exhibit 2

Transfer of Title

STATE OF IDAHO)
) ss.
County of Kootenai)

TRANSFER OF TITLE

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the undersigned Artists, located at the address noted below, do hereby sell, transfer, and convey to the City of Coeur d’Alene, Idaho, its assigns and successors, all right, title, and interest in the ownership of the Artwork known as “Fish & Game” and commissioned by the Design, Fabrication, and Installation Services Agreement, dated the ____ day of April, 2018, and as described in said Agreement.

IN WITNESS WHEREOF, the Artists have executed this written transfer of title on the ____ day of _____, 2018.

Allen Dodge

Mary Dee Dodge

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 2018.

Notary Public
Residing in _____
My Commission Expires _____