

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 F - 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.

FEBRUARY 1, 2022

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Pastor Chris Lauri with Anthem CDA 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. **(ACTION)**

E. PRESENTATIONS:

1. Annual Report by Ignite, CDA

Presented by: Tony Berns, Executive Director

2. 2021 Community Service Award - Hands to Lowes

Presented by: Fire Deputy Chief Bill Deruyter

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

***ITEMS BELOW ARE CONSIDERED TO BE ACTION ITEMS

G. ANNOUNCEMENTS:

1. City Council
2. Mayor – Appointments: Katie Linder and Abby Light to the Arts Commission; Jon Ingalls to the Design Review Commission; Bob Hallock, Bruce Martinek, and Erika Eidson to the Urban Forestry Committee.

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

1. Approval of Council Minutes for January 18, 2022 meeting.
2. Approval of the Minutes from the General Services/Public Works Committee meeting from January 24, 2022.
3. Approval of Bills as Submitted.
4. Setting of public hearings:
 - a. February 15, 2022- Legislative: Approval for the City's Comprehensive Plan for 2022-2042 (Envision Coeur d'Alene) P-1-22
 - b. February 25, 2022 - Quasi-Judicial: Appeal hearing for Wei Liu, Oriental Bodyworks Massage Revocation of Massage Facility License #57646; Yan Liu, Asia Massage Revocation of Massage Facility License #56395; and Xiaobo Ellsworth Burrs Chinese Bodyworks Denial of Massage Facility License.
5. **Resolution No. 22-006** -
 - a. Approval of a Memorandum of Understanding with Inland Northwest Pickleball Club

**AS RECOMMENDED BY THE GENERAL SERVICES/PUBLIC WORKS
COMMITTEE**

I. OTHER BUSINESS:

1. **Resolution No. 22-007** - Approval of a Contract with Selland Construction, Inc., for the Kathleen Avenue Improvement Project in the amount of \$926,660.00.

Staff Report by: Chris Bosley, City Engineer

2. **Resolution No. 22-008** - Declaration of an emergency pursuant to Idaho Code § 67-2808(1)(a), to authorize the Building Maintenance Department to order materials and hire a contractor to replace the damaged roof at the Harbor Center without the need to seek formal bids.

Staff Report by: Adam Korytko, Building Maintenance Superintendent

3. **Resolution No. 22-009** – Approval of a Sub-award Agreement with DEQ for \$695,000 for the storm water outfall volume reduction projects.

Staff Report by: Chris Bosley, City Engineer

4. **Resolution No. 22-010** – Approval of a Memorandum of Understanding with ITD and ignite cda for the relocation of soil materials and sawdust from the former Atlas Mill property to the ITD pit at 1475 W. Marie Avenue, Coeur d’Alene, Idaho.

**Staff Report by: Troy Tymesen, City Administrator
Phil Boyd, President, Welch-Comer
Tony Berns, ignite cda Executive Director**

J. ADJOURNMENT

Coeur d'Alene

CITY COUNCIL MEETING

February 1, 2021

MEMBERS OF THE CITY COUNCIL:

Jim Hammond, Mayor

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

PRESENTATIONS



To: Mayor & City Council, Coeur d’Alene, Idaho

From: Scott Hoskins, Chair, ignite cda Board of Commissioners
Tony Berns, ignite cda Executive Director

Re: ignite cda 2021 Annual Report

In accordance with annual reporting provisions of the Idaho code (Title 50, Chapter 20), we are pleased to present the following report for the Coeur d’Alene Urban Renewal Agency, dba ignite cda (“Agency”), activities for the period January 1, 2021 through December 31, 2021. Included in this packet is a fiscal year-end 2021 financial statement setting forth the Agency’s assets, liabilities, income and operating expenses.

2021 Overview

The following Agency Vision & Mission statements, along with the listed Agency strategic foci, drive the Agency’s business model and guide the development of the Board’s annual tactical goals:

Vision: to be a catalyst for positive change in the creation of an exemplary 21st Century city; a city in which economic prosperity, quality housing and employment opportunities are available to all.

Mission: to bring together resources to achieve Coeur d’Alene’s vision of a diverse, sustainable community with healthy neighborhoods, a vibrant central city, a strong regional economy, sustainable, superior public open spaces, and quality jobs and housing for all.

ignite cda Strategic (long-term) Goal Foci

(goals are listed in no specific order of importance)

➤ **Education:**

- Facilitate the future utilization of the **Higher Education Campus (HEC)** in partnership with the City, UI, NIC, LCSC, Fort Ground Neighborhood, and other community stakeholders.
 - Including possible ignite cda partnership efforts focused on the **“Four (4) Corner Area”** (defined as the area of publicly owned property adjoining the Government Way, Northwest Blvd. & Fort Grounds Drive intersection, north to the Riverstone development).
 - **Support Facilities:** work with NIC, UI, LCSC and other stakeholders to determine the need for possible HEC support facilities both on the HEC and adjacent to the HEC.
 - **Collaborative Education Facility:** **Completed in 2019.** Partnership with NIC, UI, LCSC and the State Division of Public Works.

➤ **Job Creation & Retention**

- Continue partnership efforts with Jobs Plus, City of CDA, Kootenai Health, HEC partnership institutions and private employers to facilitate job creation and job retention in support of emerging industries.

➤ **Housing:**

- Ignite cda will play a key support role in helping the City achieve its vision for housing in the community, by pursuing housing opportunities in all Agency Districts.
 - Work with The Housing Company and Idaho Housing & Finance Association to evaluate housing opportunities within the ignite cda districts.

➤ **Public Space: Create New & Enhance Existing Public Space:**

- Partner with **HEC** stakeholders to identify and develop public space opportunities within the HEC area.
- Ignite cda will partner with stakeholders to encourage **connectivity** of existing and new public space.
- Ignite cda will continue efforts to secure long-term public access to the lake and river waterfronts (**e.g. Mill River (Johnson) Park**) and continue to leverage public funds to create new public parks (**e.g. Riverstone Park, Atlas Waterfront Park, Sherman Square / Rotary Centennial Park**).
- **Seltice Way & Health Corridor** – partner with City and other stakeholders to identify potential opportunities.
- Continuing Commitments:
 - Continue dialogue with pertinent stakeholders regarding railroad right-of-way property development and connectivity opportunities from the Four Corner area to Mill River.

- **Public Parking:**
 - Ignite cda will help in rationalizing overall parking needs for all Agency Districts (e.g. the Central Business District (CBD), Midtown area, HEC, Health Corridor and Kootenai County campus areas).
- **Midtown Vitalization:**
 - Ignite cda will partner with the City, Midtown property owners, Midtown businesses, Midtown residents, and Midtown stakeholders on opportunities to enhance the vitality of the Midtown area.
- **Downtown Vitalization:**
 - Ignite cda will partner with the City, Downtown property owners, the Downtown Association, Downtown residents and Downtown stakeholders on continued economic support to enhance the vitality of the Downtown.
- **Atlas Mill Site Redevelopment Initiative**
 - Ignite cda will work with the City and other stakeholders on transforming the former mill site area into a vibrant community asset including new waterfront public space and mix-use development supporting residential and commercial uses.
- **Health Corridor Urban Renewal District**
 - Ignite cda will work with the City, Kootenai Health and other stakeholders on value creating initiatives within the new Health Corridor District.
- **East Sherman Avenue Initiative**
 - Ignite cda will work with the City and other stakeholders on defining the Agency's possible role in this area of the community.

Following are the Agency's short-term tactical goals designed to help achieve the aforementioned longer-term Agency strategic goals.

Ignite cda Tactical Goals

Theme	Responsibility		(District) & Success Measures
Public Space	Staff & Board		Analyze funding opportunities for public space in all districts
Communication	Staff & Board	1)	Community leaders / stakeholders invited to Board meetings
		2)	ULI-Idaho programs held in CDA annually
		3)	CDA 2030: partner with other stakeholders to implement action plan
Finance	Finance Comm.	1)	Continue frequent review of district economic forecasting models
		2)	(Lake): Finalize land use planning on remaining Agency properties
		3)	Analyze opportunities in existing districts and potential district areas
Housing	Staff & Board	2)	Determine opportunities resulting from City's housing assessment update
Jobs	Staff & Board	1)	Continue jobs exploration initiatives with partner stakeholders

Ignite cda Board

Leadership

Scott Hoskins, Chair

Alivia Metts, Vice Chair

Members

Alivia Metts

Dan English

Brad Jordan

Jim Chapkis

Sarah Garcia

Steve Widmyer

Mic Armon

Scott Hoskins

Brinnon Mandel

2021 Agency Update

The Board's accomplishments in 2021 have produced a strong financial position as reflected in the attached financial statements.

Following are updates to key Agency initiatives. A listing of past and current key Agency partnership initiatives is contained in Exhibit A.

▪ **Health Corridor District:**

In fiscal year 2019, the Agency accepted the Health Corridor Eligibility Report authored by the Panhandle Area Council. Prior to Agency adoption, the Eligibility Report was accepted by the CDA City Council. The Agency was authorized by the CDA City Council to develop a Health Corridor Urban Renewal Plan ("HC Plan") for the proposed Health Corridor area which would include a Master Plan and Economic Feasibility Study. The Agency hired HDR Engineering, Inc. to develop the Master Plan and to perform the Economic Feasibility Study. The HDR planning documents were completed and delivered to the Agency in September 2019. The HC Plan was approved by the ignite cda board in October 2019 and was sent to the City's Planning Commission for review as to the HC Plan's conformity with the City's Comprehensive Plan. The Planning Commission issued a finding that the HC Plan did conform to the Comprehensive Plan and forwarded the HC Plan to City Council for review. On December 3, 2019 the CDA City Council approved the HC Plan and formation of the Health Corridor Urban Renewal District.

2021 Update:

➤ Following up on a recommendation from the Master Plan, the DOWL Engineering traffic study was completed in 2021. The traffic study identified key strategic mobility improvements and developed an implementation plan to achieve the strategic improvements over a 20-year time horizon. ignite cda, in partnership with Kootenai Health, Idaho Transportation Department, Kootenai Metropolitan Planning Organization and the City of CDA will work to implement the mobility improvement recommendations identified in the traffic study.

▪ **Property Divestitures**

In 2021, the Agency completed the divestiture of the following:

- BNSF railroad right of way section located in the Riverstone/Bellerive area.
- Atlas Mill Site Project: refer to Exhibit C.

▪ **Atlas Mill Site Project**

In 2017, the Agency entered discussions with the City of CDA regarding the City's acquisition of a 47+/- acre portion of the former Stimson mill site property owned by a private individual. The 47+/- acre property, referred to as the Atlas Mill Site Area, was located outside of the Agency's River & Lake Districts. In 2017 the City agreed to allow for the expansion of the River District's boundary to include a portion of the Atlas Mill Site Area, and also agreed to the creation of a new urban renewal district named the Atlas District which would include a portion of the Atlas Mill Site Area as well as the western section of the former Stimson mill site owned by Mr. Douglass. In 2018, the City agreed to also expand the Lake District to include the waterfront portion of the Atlas Mill Site Area. In the spring of 2018, the City purchased the 47+/- acre Atlas Mill Site Area. In December 2018, the City approved the boundary expansions of the Lake and River Districts, and the creation of the Atlas District.

2021 Update:

- The Atlas Waterfront Park Project, under contract with LaRiviere Inc., was completed in 2021.
- Phases 1 & 2 of the Atlas Mill Site development proceeded in 2021 with the continued engagement of LaRiviere Inc. to perform the needed site and infrastructure work. Additional development Areas within the project site were awarded to development teams: Exhibit C illustrates the current status of Area engagements. Building of single-family homes and duplexes began in 2021 on three of the divested Areas.
- The City of CDA was successful in orchestrating a land exchange wherein a private property inholding within the Atlas project site (referred to as the "Triangle Parcel") was transferred to the City. This exchange greatly benefits the project by allowing better development planning pertaining to infrastructure and developable parcel location. The City agreed to transfer the Triangle Parcel to ignite cda on January 5, 2021.
- The developer proposal review team comprised of representatives from ignite cda, City of CDA, Welch-Comer Engineers, Bernardo-Wills Architects and Heartland Real Estate Consulting continues to review / evaluate submitted proposals.

▪ **Four Corner Master Plan**

In 2017, the Agency agreed to partner with the City of CDA for the next phase of the Four Corner Master Plan initiative: Memorial Park. The Memorial Park project includes construction of public improvements (e.g. re-aligned Memorial Field, new bathrooms, play areas, sport courts, skatepark) in the area bounded by Northwest Boulevard, River Avenue and N. Park Drive. In addition to the public improvements, a 10-lot residential subdivision was created along N. Park Drive.

2021 Update:

- The following initiatives have been completed: Memorial Park, N. Park Drive subdivision, and renovation of the Memorial Field Grandstand. As part of the LaCrosse Roadway extension project, a few additional elements of the master plan will be completed in the Bellerive area: site grading for future pickleball courts / soccer fields and other uses, construction of a small public parking lot near the courts/fields, creation of a storm water treatment area.

- **Higher Education Campus (HEC) Initiative**

The Agency, in partnership with the City, UI, NIC, LCSC, Fort Grounds Homeowners Association and other community stakeholders, has completed construction of the public infrastructure improvements associated with the HEC initiative. The HEC initiative included new infrastructure (i.e. new roadways, new sewer/water/fiber lines, bike/pedestrian trails) primarily located on the old DeArmond mill site area of the HEC, and two new traffic signals located on Northwest Boulevard; one located at Hubbard Avenue, and one located at River Avenue.

- **Collaborative Education Facility:** In 2016, the Agency originally agreed to \$2.5 million in partnership funding for this new facility on the HEC. Half of the funding commitment was budgeted for fiscal year 2017. However, commencement of the project was delayed until fiscal year 2018 with completion scheduled for April 2019. The Agency revised its funding commitment to \$2.3 million due to a favorable bidding environment. Funding partners for this initiative included the State Division of Public Works, UI, NIC, LCSC and the Agency. The project was completed in 2019.

- 2021 Update:**

- No new initiatives have been identified within the HEC.

- **Midtown “Place Making”**

In 2009, the Agency, in partnership with the City and Midtown stakeholders, completed the 4th Street reconstruction and place making initiative, which laid the foundation for the transformation of a deteriorated section of 4th street (Lakeside Avenue to Harrison Avenue) into a safer, pedestrian friendly, vibrant corridor.

- In 2018, the Agency issued a new Request for Proposals (RFP) to developers for a project to be built on 0.53 acres of Agency owned property located at 813-823 N. 4th Street in the Midtown area. The Agency is looking to partner on a project that will create an active street environment, include some element of public space, and enhance the overall vitality of Midtown.

- 2021 Update:**

- A Disposition and Development Agreement (DDA) for the Midtown Ventures LLC mix-use project was executed in the fall of 2020 . The developer has been granted a DDA timeline extension to January 31, 2022 due to challenging pro-forma issues. Assuming the project moves forward, the mix-use (retail / commercial / residential) project will begin construction in the spring of 2022.

- **North Idaho Centennial Trail Foundation (NICTF) Partnership**

Background: In December of 2006, the Agency loaned funds to the NICTF to acquire a 5.25-mile section of abandoned Union Pacific (UP) railroad right of way, stretching from the Riverstone development, past the Kroc Community Center, ending at Meyer Road (“Prairie Trail”). The Prairie Trail asset was the collateral for the Agency loan. Via a land trade process, the following transactions were proposed:

- *Bureau of Land Management (BLM) would assume ownership and long-term management responsibility for the Prairie Trail pedestrian/biking corridor.*

- *NICTF would gain ownership of the BLM-controlled Burlington Northern Santa Fe (BNSF) abandoned railroad right of way in downtown Coeur d'Alene along Northwest Boulevard.*
- *The Agency would have the right to acquire the BNSF railroad right of way property from the NICTF.*

In 2012, the Agency was notified by the BLM that the BLM was withdrawing from their commitment to trade railroad property assets with the NICTF, thus making the Agency's 2006 proposed trade agreement with NICTF unattainable. The Agency and the NICTF entered into a loan settlement agreement in December 2012 which ended the Agency's commitment to the 2006 proposed land acquisition/exchange transaction. Via the loan settlement agreement, the NICTF turned the Prairie Trail property asset over to the Agency via a quitclaim deed in an 'as is' condition to satisfy its obligations under the existing loan arrangement. The Agency then simultaneously transferred the Prairie Trail asset in an 'as is' condition to the City of CDA via a quitclaim deed.

- **2019 Update:** The BLM's BNSF asset is now part of the Four Corners Master Plan area to which the Agency in 2016 contributed \$1.6 million in partnership funding for the Mullan Road project component and an additional \$1.9 million during 2017/2018 in partnership funding for the next phase of the Four Corner Master Plan initiative: Memorial Park and the new skateboard park. In 2019, the Agency approved final funding in the amount of \$1,093,487 for the renovation of the Memorial Field Grandstand in partnership with the City of Coeur d'Alene and North Idaho College.
- **2021 Update:** The Agency's partnership funding of the LaCrosse Avenue Roadway extension will provide additional public improvement components for the City's leased BLM area.

- **LaCrosse Avenue Roadway Extension Initiative**

The Atlas Mill Site traffic study, completed in January of 2019 by Welch Comer and Associates, recommended a third access point to the Riverstone area as a mitigation measure to reduce traffic congestion. Specifically, the recommendation called for Lacrosse Avenue to extend from Beebe Boulevard to Northwest Boulevard with a traffic signal installed at Northwest Boulevard. Previously, the Four Corners Master Plan also called for Lacrosse Avenue to extend from Northwest Boulevard to Lakewood Drive, providing access to future park amenities. Recently, Active West began construction of a residential subdivision extending east of Beebe Boulevard, connecting to Lakewood Drive, setting the stage for extending the street to Northwest Boulevard and completing the conceptualized connection.

- **2021 Update:** The Agency agreed to \$1.8 million in partnership funding for the LaCrosse Avenue Roadway extension initiative. The Lacrosse Avenue connection is considered a priority transportation project by City Council. The project was substantially completed in November 2021.

- **Sherman Square / Rotary Centennial Park**

In 2021, the Agency partnered with the Rotary Club of Coeur d'Alene to purchase the small pocket park located downtown at 316 E. Sherman Avenue. The purchase price for the property was \$525,000 with the Agency contributing \$500,000 and the Rotary Club

contributing \$25,000. The Rotary Club will make improvements to the property in conjunction with the Agency, and the Agency will gift the property to the City of CDA in 2022 for use as a long-term public space known as the Coeur d'Alene Rotary Centennial Park.

- **Museum of North Idaho – Site Development**

In 2021, the Agency agreed to partner with the City of CDA and the Museum of North Idaho (MNI) to fund \$700,000 of site improvements on City owned property where the new MNI building is being developed. The funded site improvements will be completed by September 30, 2022.

- **City of CDA Projects (Lake District)**

In 2021, the Agency agreed to partner with the City of CDA to fund the following project initiatives located in the Lake District. These project initiatives will be completed by September 30, 2022.

McEuen Park: Shade Element in West Pavilion Area or Playground Area	\$ 100,000
Fire Department Boat House @ 3rd Street	\$ 225,000
Seltice Way Conduit to Run Fiber to Atlas Park	\$ 35,000
McEuen Park: Sidewalk Repairs	\$ 100,000
CDA Library: Stairs Improvements	\$ 50,000
McEuen Park: Harbor House Overlook Deck Replacement	\$ 30,000
McEuen Park: Grand Plaza Tree Wells & Irrigation	\$ 25,000

- **Urban Land Institute (ULI)**

The Agency continues its sponsorship of the ULI “Emerging Trends in Real Estate” programs, coordinated by ULI’s Idaho chapter, to continue efforts of strengthening ULI’s knowledge sharing efforts in northern Idaho. ULI, known as the community development industry’s “University without Walls”, brings a wealth of knowledge to many community development issues.

- **Riverstone West Phase 2 Improvement Reimbursement Agreement (IRA)**

The Agency entered an \$823,058 IRA with the Riverstone West development team pertaining to the construction of public infrastructure improvements associated with the building of the John Loop and Suzanne roadways located in the Riverstone West section of the Agency’s River District.

- During 2021, new building construction continued in the Riverstone West Phase 2 area.

- **Riverstone, Riverstone West Phase 1 & Mill River Owner Participation Agreements (OPAs)**

The Agency’s OPA involving the Riverstone West Phase 1 initiative continued in 2021. The Riverstone and Mill River OPAs have been retired. These mix-use projects have reclaimed brown field sites along the Spokane River creating public space (in the form

of new public parks), jobs, and live-work-recreate mix-use development amenities for the community.

- **Coeur d’Alene Downtown Association Partnership**

During 2021, the Agency continued efforts to strengthen the economic viability of the downtown core via a partnership with the Downtown Association. The Agency Board approved a fiscal year 2021 \$6,250 downtown event contract with the Downtown Association for their “Events” program (e.g. parades, Car d’Lane, Ironman, street fair). The 2021 event contract will be the last event contract with the Downtown Association due to the termination of the Lake District.

- **Communications / Outreach**

The Agency continued its communication outreach efforts in 2021 primarily by utilizing the strength of the Agency’s website (www.ignitecda.org). Additionally, the Agency continued its communication strategy by inviting stakeholders to Agency board meetings and continued outreach efforts to the Coeur d’Alene community through presentations, videos and visits with interested target audiences.

The Agency, in partnership with the CDA Chamber of Commerce, has Teree Taylor as a part time online communication technical specialist. Ms. Taylor, who is employed by the CDA Chamber of Commerce, provides technical website and graphic design expertise to the Agency and the Chamber. Ms. Taylor ended her employment with the CDA Chamber in December, 2021 but continues to support the Agency.

- **Key Partnerships**

During 2021, the Agency Board continued efforts to strengthen partnerships with key organizations and community stakeholders including: City of Coeur d’Alene, Kootenai County, Jobs Plus, Downtown Association, CDA Chamber of Commerce, Area & Regional Developers, Kootenai Health and Educational Institutions.

- **Lake District Strategic Property Portfolio**

The Agency has previously purchased certain real property in the Lake District as identified in Exhibit B to the annual report. The Agency intends to take advantage of these strategically located properties to achieve strategic goals within the Agency’s Lake District. While some of these properties have been owned for more than three years, the Agency is committed to move forward with planned redevelopment initiatives in an expeditious manner subject to market conditions and initiative timing. Since 2014, the Agency has divested properties that no longer serve a potential strategic use for the Agency.

- **Atlas Project Area: Lake, River & Atlas District Strategic Property Portfolio**

2021 Update: In 2020 & 2021, the City of CDA transferred to the Agency real property assets located in the Atlas project area. These properties will be divested over time to development teams via the Disposition and Development Agreement (DDA) process to effectuate the Atlas project development plan. These properties are depicted in Figure 1 in Exhibit C.

Looking Forward to 2022 and Beyond

As shared earlier in this report, the Agency Board has established long-term strategic goals for the Agency Districts. The Agency utilizes tactical goals to help achieve the strategic goals.

Summary

The Agency Board of Commissioners believes in continuous improvement, and thus continues to refine the Agency's business model. The Agency's presence, practices and functionality continues to be recognized by community leaders as both a key economic development catalyst for the Coeur d'Alene area, as well as an organization that creates great overall public value for the citizens in the community.

Exhibit A – Past & Current Key Agency Partnership Projects by District

LAKE DISTRICT

- Riverstone
- McEuen Terrace
- Chamber of Commerce
- 609 Sherman Lofts
- "Ice Plant" Townhomes
- NICTF/ignite Initiative: ignite acquisition of UP RR r-o-w
- Park Side
- Kroc Community Center
- CDA Public Library
- Northwest Place
- Midtown: 4th Street Reconstruction
- Sorenson Magnet School: ADA Improvements
- Higher Education Campus (HEC)
- McEuen Park
- HEC Collaborative Education Facility Initiative
- Four Corner Master Plan: Mullan Road Element
- The Lake Apartments
- Four Corner Master Plan: Memorial Park Element
- Downtown Parking Facility
- Four Corner Master Plan: Memorial Field Grandstand
- Atlas Mill Site: Waterfront Park
- LaCrosse Avenue Roadway Extension & Public Improvements
- Sherman Square Park / Rotary Park
- Museum of North Idaho: Land Donation / Site Improvements
- City of CDA Public Space / Safety Improvements

RIVER DISTRICT

- Mill River
- Riverstone West - Phase 1
- Mill River Seniors - Affordable Housing Initiative
- Riverstone West Apts. - Affordable Housing Initiative
- KYRO Ice Rink – Public Improvements
- Riverstone West - Phase 2
- Riverstone West III Apts.: Affordable Housing Initiative

- Circuit @ Seltice Sewer Infrastructure Initiative
- Seltice Way Revitalization Initiative
- Atlas Mill Site Project

ATLAS DISTRICT

- Atlas Mill Site Project

HEALTH CORRIDOR DISTRICT

- DOWL Engineering Traffic Study

Exhibit B

Year-End 2021

Lake District Strategic Property Portfolio

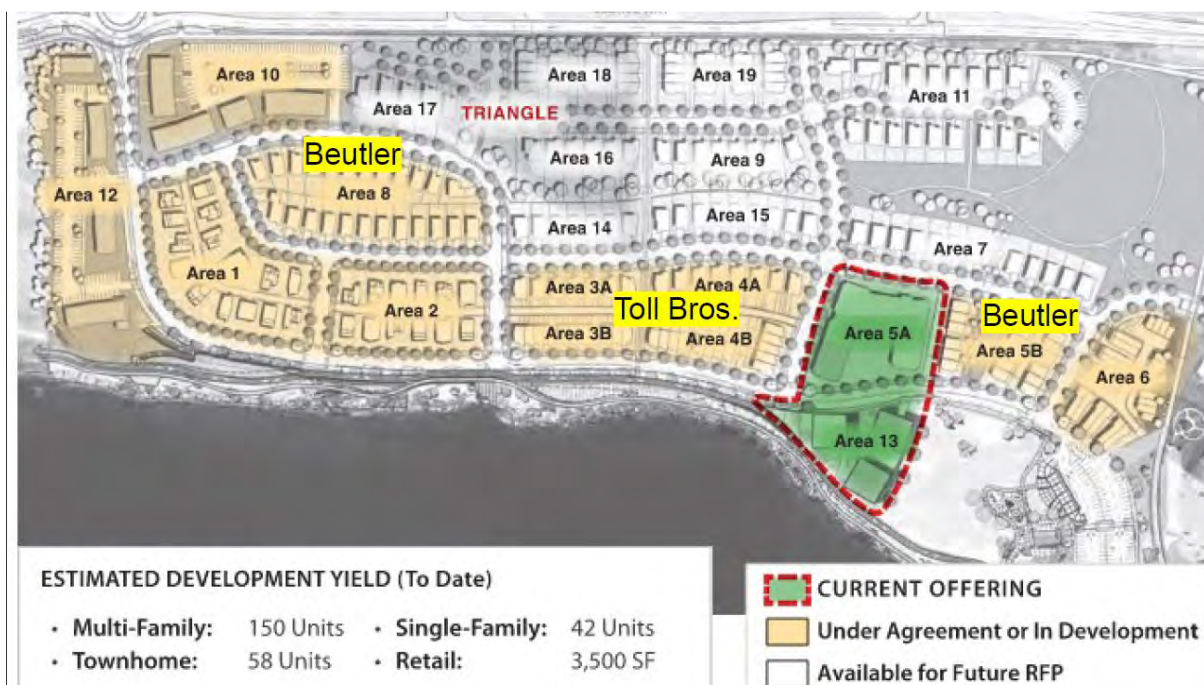
813-821 N. 4th Street
839 3rd / 845 4 th St. Lots
823 N. 4th Street
Sherman Square Park
Atlas Project: Area 13

Notes:

- The 813-821 N. 4th Street and 823 N. 4th Street properties are currently planned for divestiture in 2022 via a DDA with Midtown Ventures LLC.
- The 839 3rd / 845 4th Street surface parking lots are planned to be transferred to the City of CDA when the Lake District sunsets.
- Atlas Project Area 13 is currently contained in an RFP, with development proposals due in December of 2021.
- The Sherman Square Park asset is planned to be transferred to the City in 2022.

Exhibit C

Atlas Waterfront Project Status of “Areas” Within the Project Site as of December 2021



Note: “Current Offering” refers to Areas 5A & 13 being issued in a Request for Proposals with developer proposals due December 17, 2021.

Atlas Waterfront Project “Area” Location Within ignite cda Districts



Legend: Lake District (Blue), River District (Orange), Atlas District (Green)

FINANCIAL STATEMENTS

Audited

Fiscal Year 2021 Year End Balance Sheet

Fiscal Year 2021 Year End Income Sheet



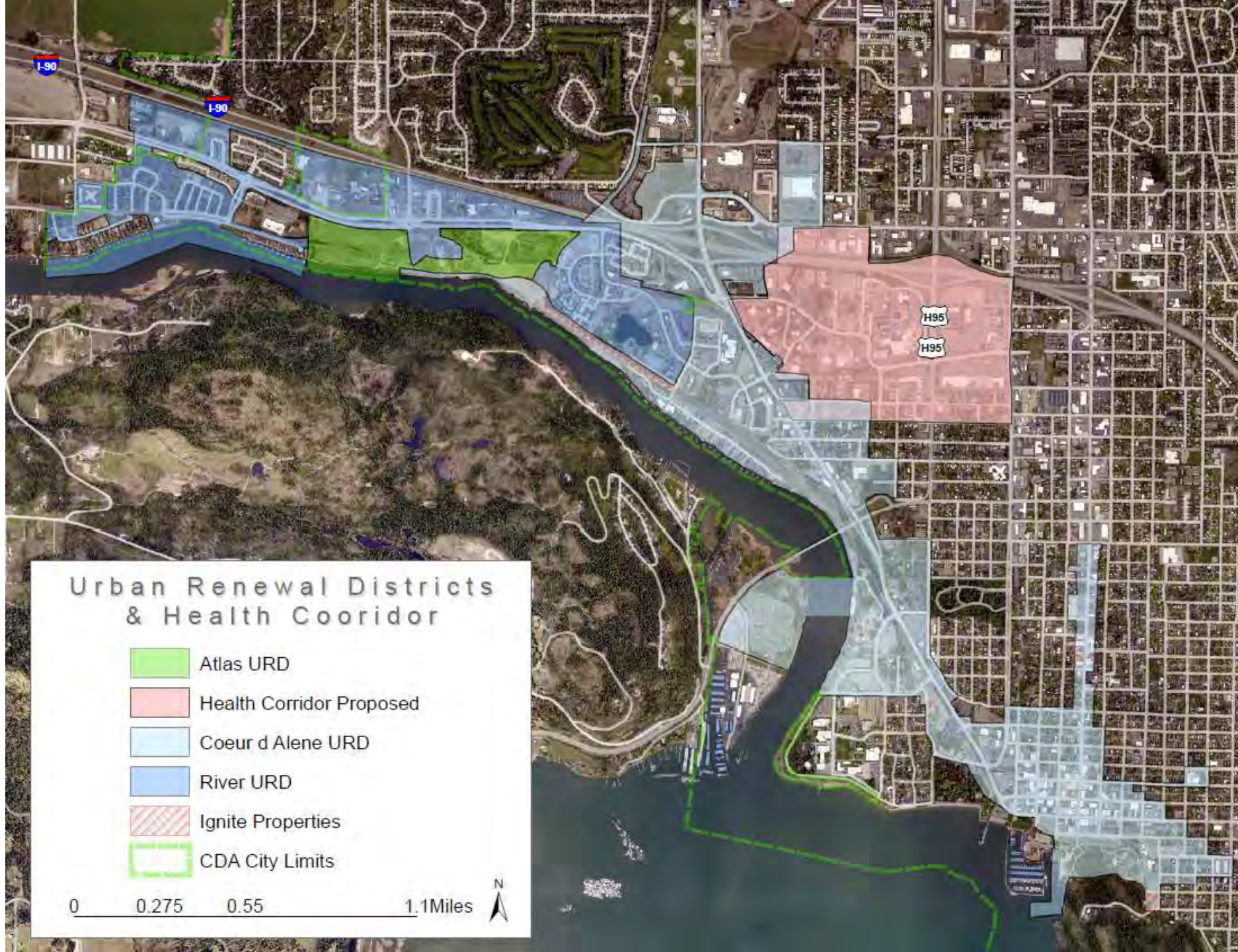
2021 ANNUAL REPORT
PRESENTATION TO
COEUR D'ALENE CITY COUNCIL

February 1, 2022

ignite cda

City of CDA's Redevelopment Agency

- ❖ Agency formed by Mayor / Council in 1997
- ❖ Lake District established in 1997 (Sunset in 2021)
 - ❖ Finishing Up Projects Prior to September 30, 2002
- ❖ River District established in 2003 (Sunsets in 2027)
- ❖ Atlas District established in 2018 (Sunsets in 2038)
- ❖ Health Corridor District established in 2019
(Sunsets in 2039)



ignite cda – Vision & Mission

VISION is to be a catalyst for positive change in the creation of an exemplary 21st Century city; a city in which economic prosperity, quality housing and employment opportunities are available to all.

Our MISSION is to bring together resources to achieve Coeur d'Alene's vision of a diverse, sustainable community with healthy neighborhoods, a vibrant central city, a strong regional economy, sustainable, superior public open spaces, and quality jobs and housing for all.

ignite cda Board of Commissioners

Scott Hoskins: Chair

Alivia Metts: Vice-Chair

Brad Jordan

Mic Armon

Steve Widmyer

Jim Chapkis

Sarah Garcia

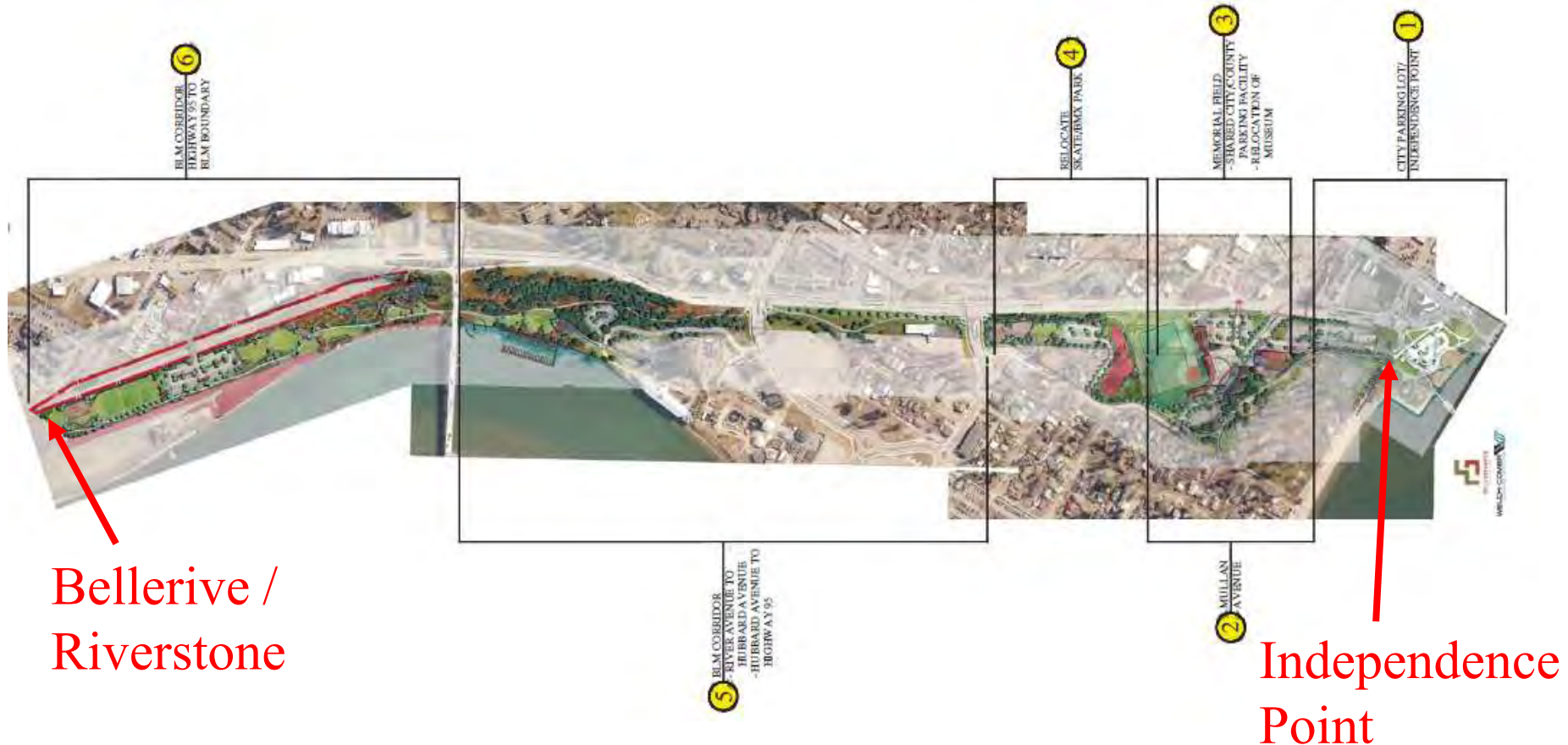
Dan English

Brinnon Mandel

ignite cda Initiatives: Updates

- **Four Corner Master Plan**
- Atlas Project
- Health Corridor
- Projects / Initiatives
- Seltice Way Revitalization
- Strategic Priorities

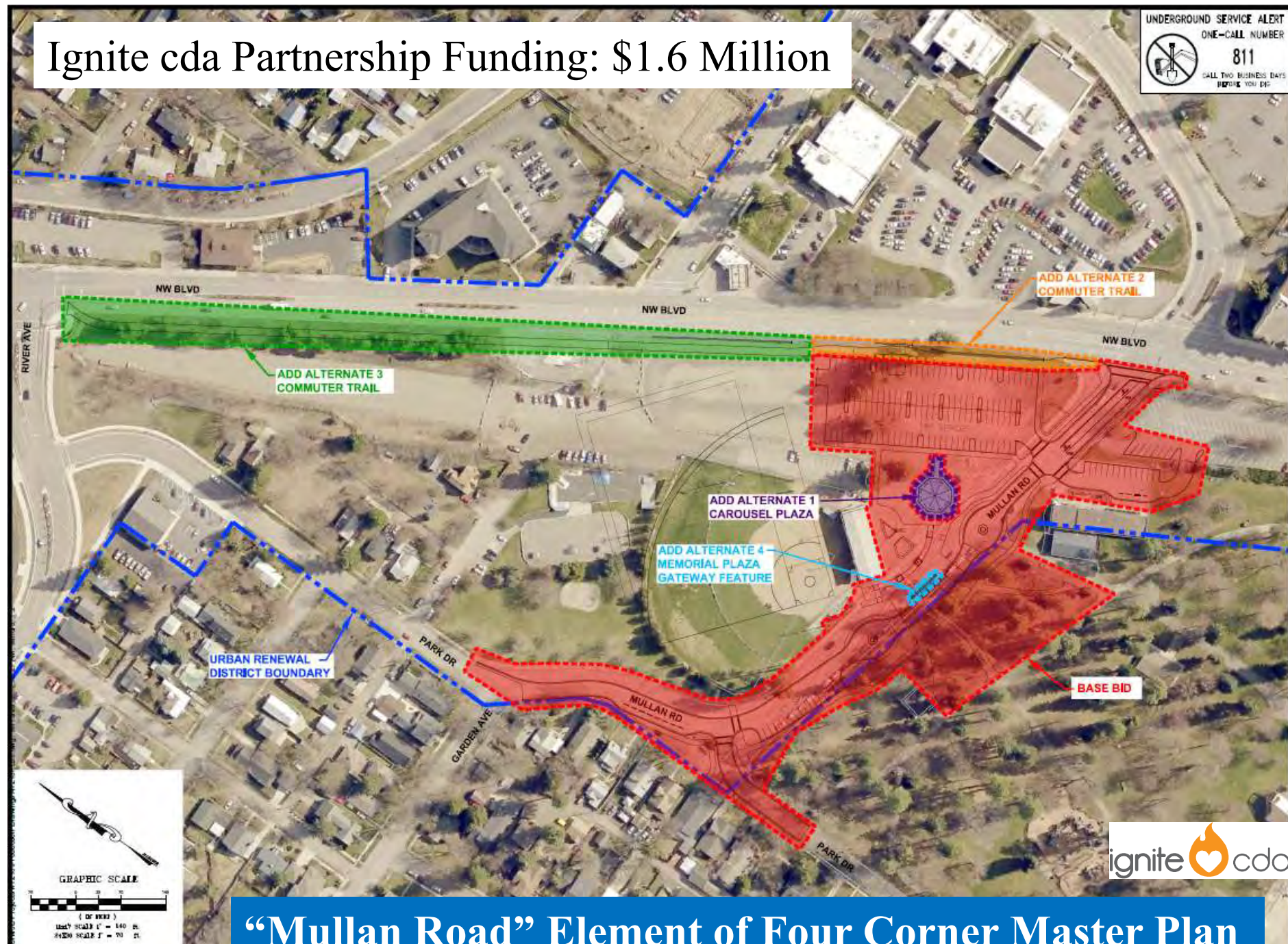
Four Corner Master Plan



Total Planning Cost: \$118,220

ignite cda Partnership Funding Level: \$88,665 (75%)

Ignite cda Partnership Funding: \$1.6 Million



“Mullan Road” Element of Four Corner Master Plan

Ignite cda Partnership Funding: \$1.9 Million



“Memorial Park” Area Element of Four Corner Master Plan

Partnership Funding 2019: ignite cda: \$1M; NIC Funding: \$150K



“Memorial Park” Area Element: Memorial Field Grandstand



Memorial Park - Completed



LaCrosse Roadway Extension Project

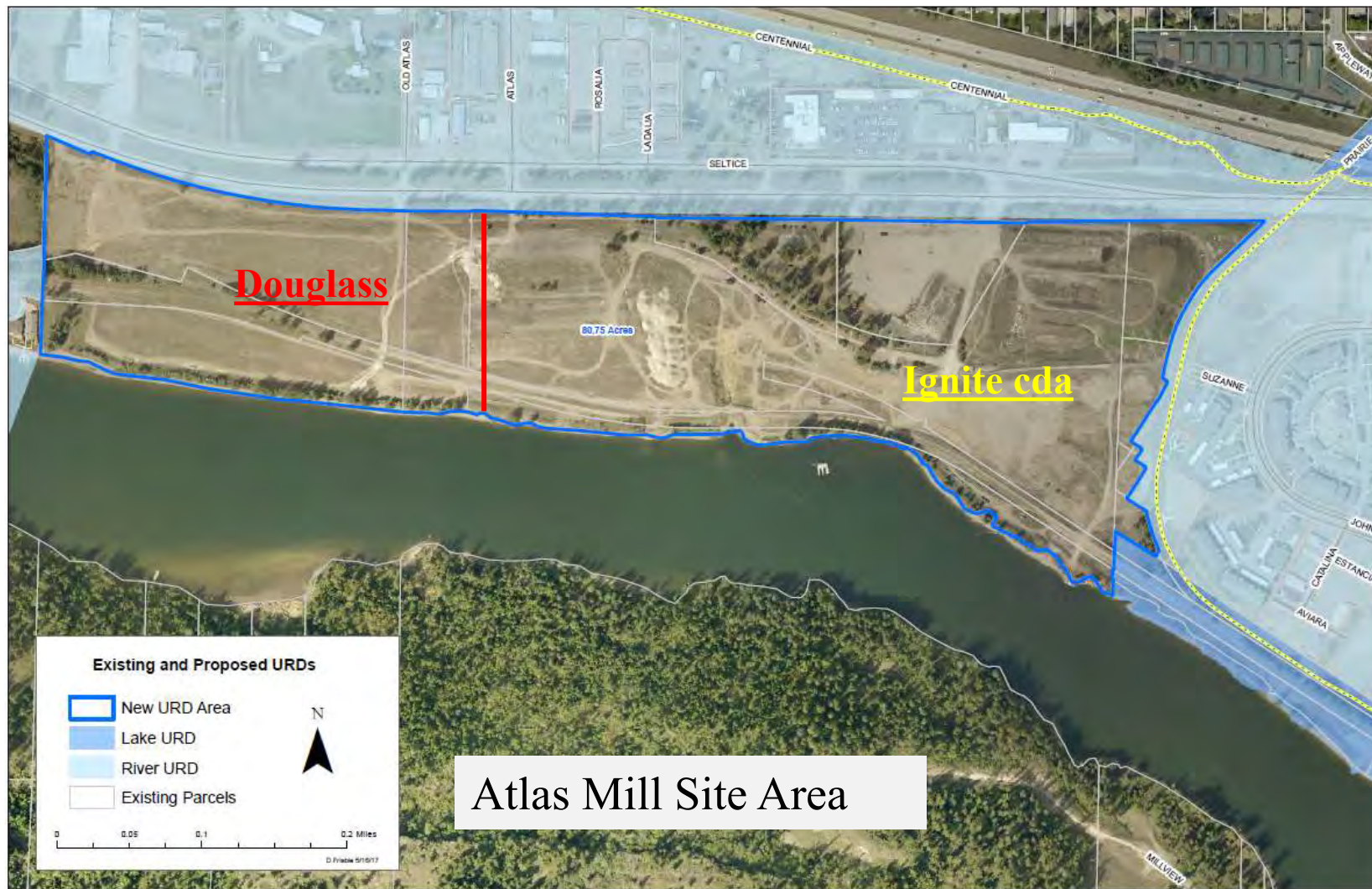


LaCrosse Roadway Extension Project

ignite cda Initiatives: Updates

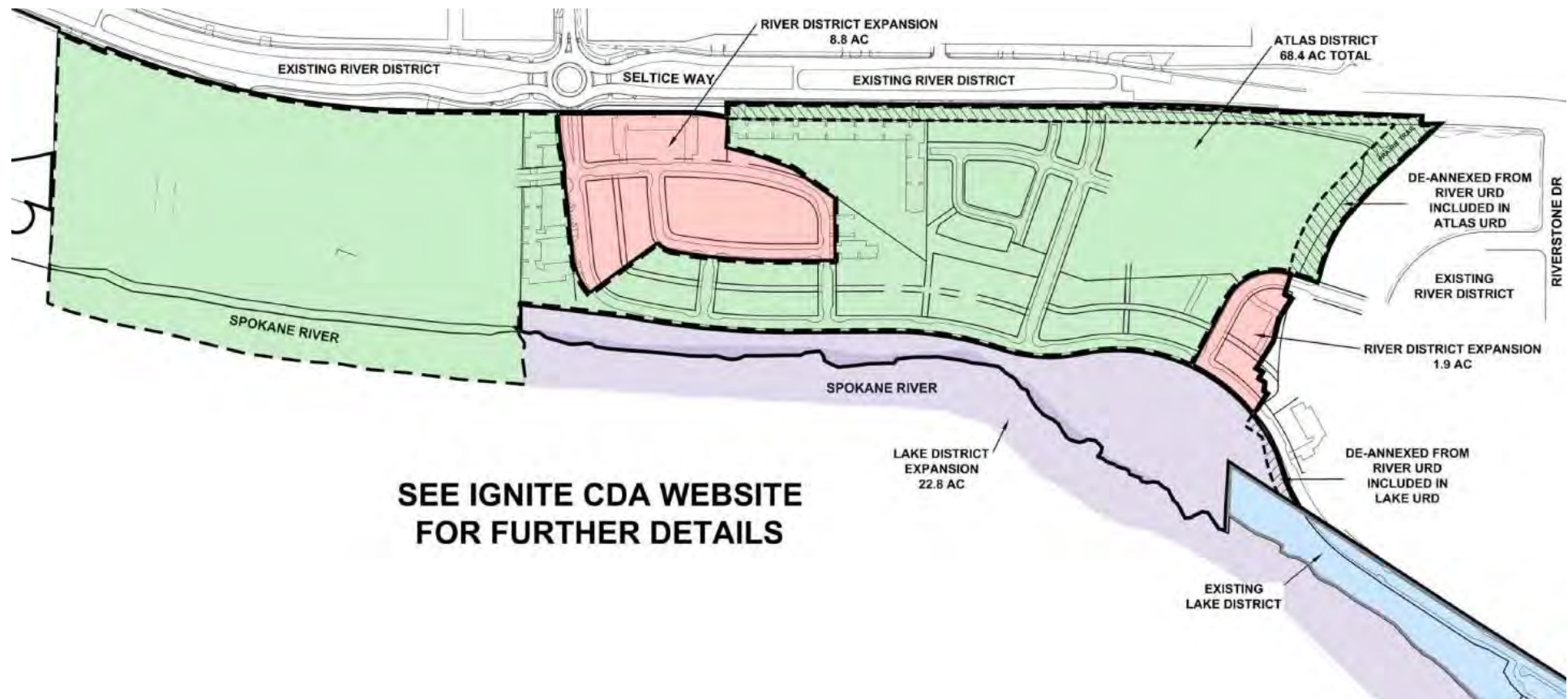
- Four Corner Master Plan
- Atlas Project
- Health Corridor
- Projects / Initiatives
- Seltice Way Revitalization
- Strategic Priorities



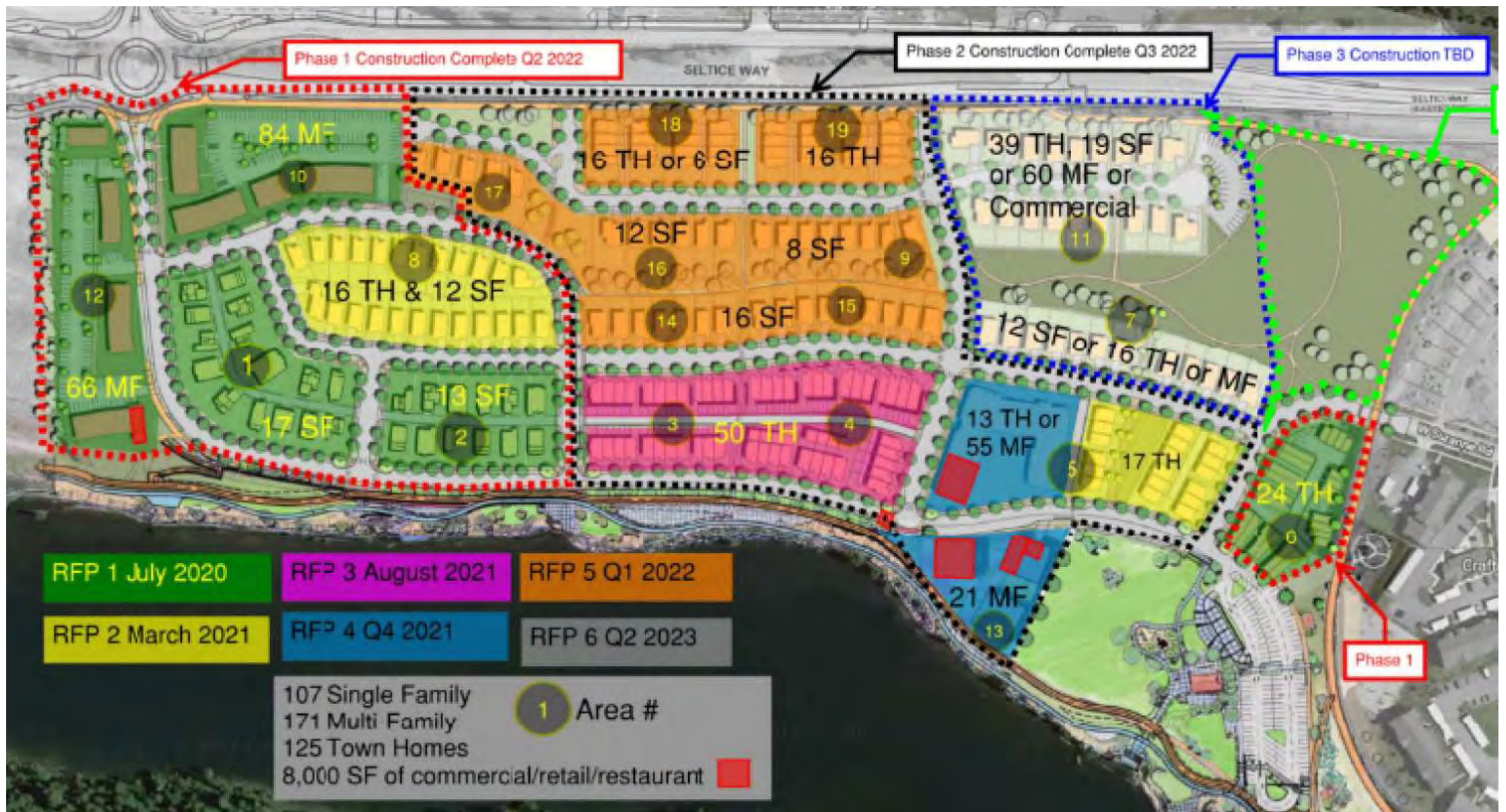


ignite cda Consultant Team for Atlas Mill Site Planning Initiative:

- Welch Comer Engineers
- Heartland (Real Estate Economics)
- GGLO Architects / Bernardo-Wills Architects



ignite cda Districts Within Atlas Mill Site



Current Development Plan



Atlas Waterfront Park



Atlas Waterfront Park



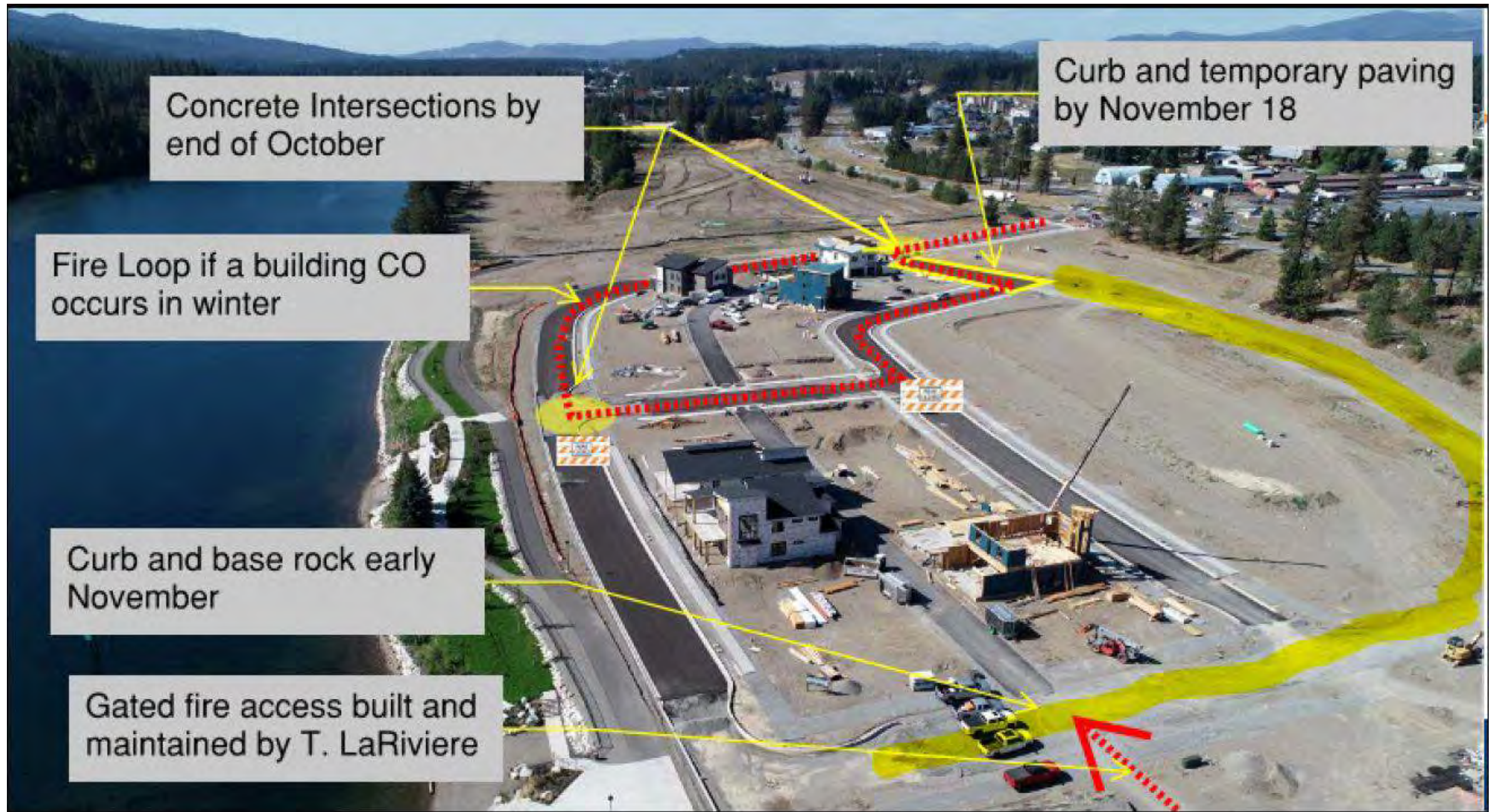
Atlas Waterfront Park



Atlas Waterfront Park



Atlas Waterfront Park



Atlas Project Site – West End

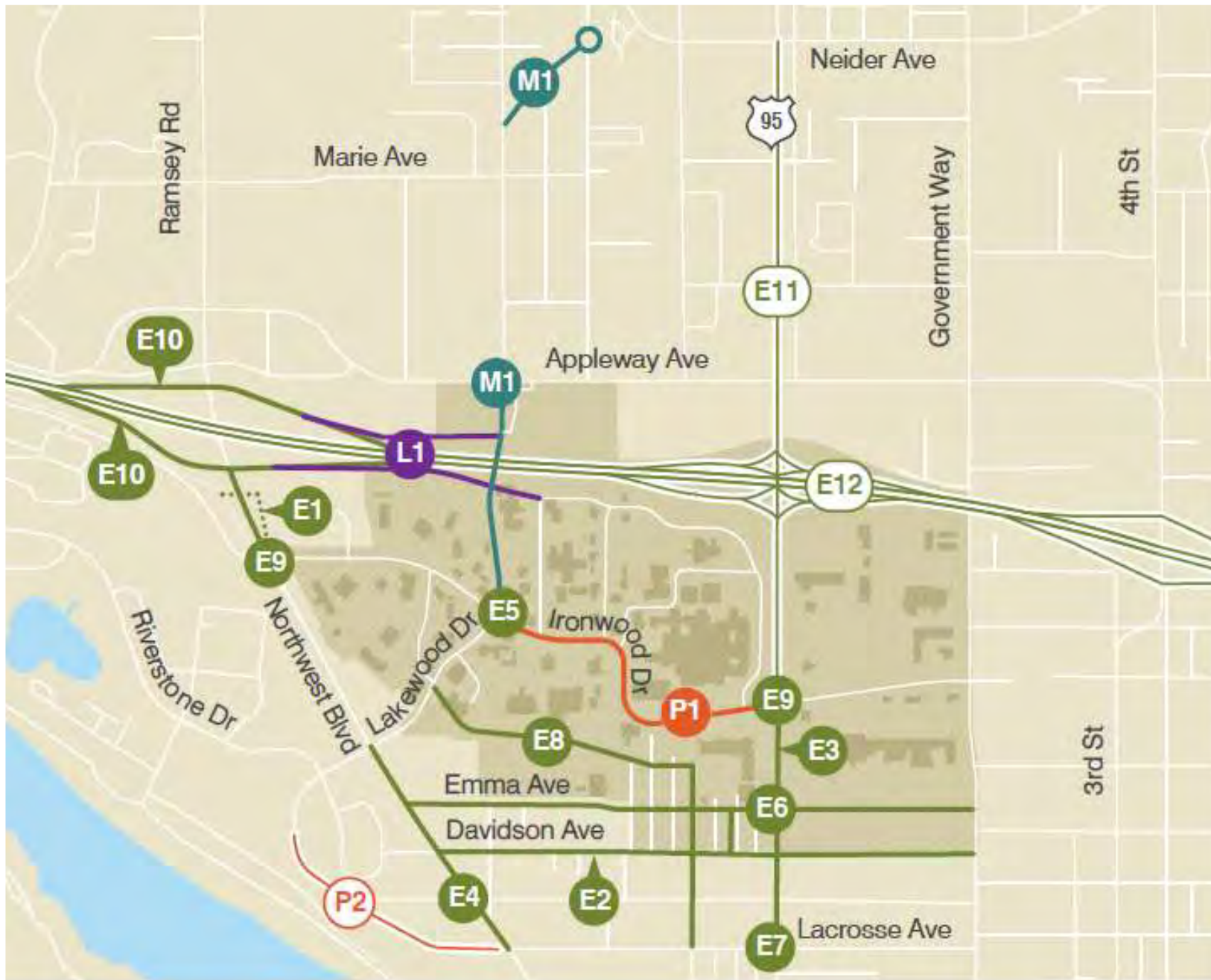
Mt. Hink



Atlas Project Site – Northeast Corner

ignite cda Initiatives: Updates

- Four Corner Master Plan
- Atlas Project
- **Health Corridor**
- Projects / Initiatives
- Seltice Way Revitalization
- Strategic Priorities



Health Corridor: Traffic / Mobility Study Recommendations

ignite cda Initiatives: Updates

- Four Corner Master Plan
- Atlas Project
- Health Corridor
- **Projects / Initiatives**
- Seltice Way Revitalization
- Strategic Priorities

Riverstone Area - 1990



Brown Field Redevelopment

Riverstone West - March 2004



Brown Field Redevelopment



Riverstone - Current

Brown Field Redevelopment



Mill River Site (1950)



Mill River Site

COEUR D'ALENE ROTARY PARK



Physical Characteristics of Current Park:

- Located downtown close to the very birthplace of the Cd'A Rotary Club
- On the south side of Sherman Ave with a view of the lake – between 3rd & 4th Streets
- Lot dimensions: 75' x 105' (0.18 acre)



PROPOSED

ROTARY PARK

A
ROTARY CLUB OF COEUR D'ALENE
CENTENNIAL PROJECT

JULY 2021



S
H
E
R
M
A
N
A
V
E
N
U
E



A
L
L
E
Y

SITE PLAN



OJM / AW



Midtown RFP Project Area: ignite cda Ownership Depicted in Red

Adjacent Ignite cda Surface Parking Lot Ownership Depicted in Blue



Midtown Ventures LLC Project Concept



Young Avenue Property: Gift to City : Before



Young Avenue Property: Gift to City: Transition



Young Avenue Property: Gift to City: Current (July 2021)



Young Avenue Property: Gift to City: Site Improvements



Young Avenue Property: Gift to City: Site Improvements



- The sub-grade museum addition is invisible except for the resulting roof-top plaza, making the restored JC White House the center of attention on site. This house stands out, and also fits into the neighborhood. It embodies history, while contemporary access/uses indicate there is more to experience in this dynamic, and engaging premier regional museum.

City of CDA Lake District Fiscal Year 2022 Projects

McEuen Park: Shade Element in West Pavilion Area or Playground Area	\$ 100,000
Fire Department Boat House @ 3rd Street	\$ 225,000
Seltice Way Conduit to Run Fiber to Atlas Park	\$ 35,000
McEuen Park: Sidewalk Repairs	\$ 100,000
CDA Library: Stairs Improvements	\$ 50,000
McEuen Park: Harbor House Overlook Deck Replacement	\$ 30,000
McEuen Park: Grand Plaza Tree Wells & Irrigation	\$ 25,000

ignite cda Initiatives: Updates

- Four Corner Master Plan
- Atlas Project
- Health Corridor
- Projects / Initiatives
- **Seltice Way Revitalization**
- Strategic Priorities

ignite cda Partnership Funding: \$4.5 Million



Partnership Project: Seltice Way Revitalization

Project completed fall, 2018



Partnership Project: Seltice Way Revitalization

Additional Key Partnership Projects:

- **McEuen Park**
- **Kroc Center**
- **McEuen Terrace**
- **Chamber of Commerce Building**
- **Lake Apartments**
- **Parkside**
- **CDA Public Library**
- **Downtown Parking Garage**
- **Sorenson Magnet School**
- **Higher Education Campus (HEC)**
- **Circuit @ Seltice**

ignite cda Initiatives: Updates

- Four Corner Master Plan
- Atlas Project
- Health Corridor
- Projects / Initiatives
- Seltice Way Revitalization
- **Strategic Priorities**

2021 > ignite cda Strategic Priority Areas

- **Education**
- **Housing**
- **Job Creation / Job Retention**
- **Public Space**
- **Public Parking**
- **Atlas Project**
- **Health Corridor**



ignitecda.org

ANNOUNCEMENTS

Memo to Council

DATE: January 27, 2022

RE: Appointment to Boards/Commissions/Committees

The following appointments are presented for your consideration for the February 1, 2022, Council Meeting:

KATIE LINDER	Arts Commission (Appointment)
ABBY LIGHT	Arts Commission (Appointment - Arts & Cultural Alliance)
JON INGALLS	Design Review Commission (Appointment)
BOB HALLOCK	Urban Forestry Committee (Re-appointment)
BRUCE MARTINEK	Urban Forestry Committee (Re-appointment)
ERIKA EIDSON	Urban Forestry Committee (Re-appointment)

A copy of the data sheets have been placed by your mailboxes.

Sincerely,

Sherrie Badertscher
Executive Assistant

cc: Renata McLeod, City Clerk
Hilary Anderson, Historic Preservation Commission Liaison
Nick Goodwin, Urban Forestry Commission Liaison
Sherrie Badertscher, Arts Commission Liaison

CONSENT CALENDAR

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

January 18, 2022

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 January 18, 2022 at 6:00 p.m., there being present the following members:

James Hammond, Mayor

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

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

INVOCATION: Pastor David Bond with Compel Community Church provided the invocation.

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

PUBLIC COMMENTS:

Linda Putz; Coeur d'Alene, spoke in opposition to the acceptance of American Rescue Plan Act (ARPA) funding. She noted that the rules included with the funding require that the recipient must comply with Section 603, Guidance Issued, and all other applicable statutes and executive orders. Additionally, it requires all sub-contractors and sub-grantees to adhere to these orders. The orders may be contrary to what Idahoans hold near to their heart. She noted several executive orders pertaining to schools, vaccinations, and mask wearing, and worries about fines if they don't comply. She expressed concern that these are tax dollars that our great grandchildren will be responsible for. She asked the Council to pause and allow for a thorough read through of the rules and requested outside legal counsel to provide the opinion.

Kindra Martin, Naples, noted that last week the Governor in Arizona refused to dictate masks at schools and IRS notice 144-c places the fear of COVID and control over Americans. She felt that the economy and soaring inflation creates a welfare state and expressed a fear for the loss of constitutional rights. The Treasury will take action to retake the debt if rules are not complied with. She noted counties in Texas and Missouri that are turning down the money. She asked the Council who has asked for them to take the money.

Karen Elkins, Coeur d'Alene, puts out a magazine and noted that Idaho is on the 2030 agenda list, and feels this is an issue for the freedom of the people and humanity. She does not believe

the government has the right to mandate a vaccine or a mask. She encouraged Council to look outside of mainstream media.

Randy Neal, Coeur d'Alene, said in reviewing the agenda from the previous meeting, he felt that it does not adhere to public meeting laws. Any decision that was made is null and void and the Council must remedy that. On page 194/195 of the ARPA document it states large projects must be in proportion to the harm, which means that an enlargement of a building to socially distance would not qualify for these funds. He hopes the Council will listen to the people as they are well informed.

Ralph Passwater, Coeur d'Alene, noted that Executive Order 13994 states its purpose is to further the public's understanding of COVID, and expressed the right of freedom of speech. Such an example of doctors being suspended due to the treatment of patients against government recommendations. He asked the Council to reconsider acceptance of the funds.

Kim Ickler, Post Falls, mentioned a Newsweek article noting that the federal government was created by the state and that states must retain the authority for taxing decisions. Each dollar of federal money ends up with local tax increases when the federal money runs out. She expressed concern about being forced to comply with federal mandates or having to pay the money back. She questioned the need for the money. She noted the area vaccine rate as under 45%, noting that those who haven't been vaccinated will not.

William Lee (AKA Garth Brooks), Coeur d'Alene, noted that the people who have gathered are of different socio-economic back grounds and diversity and these are they people that vote and who this money will affect. In the last workshop there was a violation of the open meeting law and he stated he talked to Mr. Tymesen at the workshop and expressed his concern. Any action that is taken should be spelled out on the agenda, and felt it should be properly agenzied.

Laura Ruddick, Coeur d'Alene, asked if the adoption of the money is right, not popular, \$8.6 million for a population of approximately 55,000, equals \$156.36 per person, which she feels is a sellout. She believes the money is a trojan horse. Entities in Texas, and Sherriff Wheeler in Bonner County, said no to the ARPA money, noting money is being requested to be paid back in Arizona as they would not mandate masks at schools. The Governor noted a budget surplus and she felt that money should be what the state uses and asked the Council to reconsider accepting this money.

Don Ickler, Post Falls, noted that what Coeur d'Alene does affects him and groups of people that will be required to wear masks because of this. He moved here from Gresham, Oregon 16 months ago, as it turned into a pit because of the liberal policies forced on the people. He moved here for freedom and requested the Council send the money back.

Caleb Putz, Hayden, noted that ARPA expenditures must be used for COVID losses or to stem the spread of COVID. He reviewed several options for funds noted within the policy. He noted that a police facility is not allowed under these rules. Reduction in general revenue must be proven in order to fund the police facility. He noted that on pages 191-199 it references capital

expenditures, negative economic impact, and noted that increased reporting requirements will be made for projects over \$1 Million.

Roger Ruddick, Coeur d'Alene, asked the Council to preserve our autonomy and requests reconsideration of the acceptance of these funds.

Rachelle Ottosen, Rathdrum, spoke in favor of giving the ARPA funds back, and noted that governments are getting more tyrannical and believes acceptance of the funds gives up autonomy and requested Council vote to rescind the funds.

Kathrine Hoekendorf, Coeur d'Alene, noted that President Reagan has been quoted as saying that the nine most terrifying words are "I am from the government and I am here to help." She noted that one does not know the number of strings attached to these funds. On Pages 262/263 it talks about contractors hired, and they should be hired from the underserved community, and she questions who decides that. Please keep the sovereignty of our City and contractors and asked them to reconsider not taking the money.

Diane Sheridan, Coeur d'Alene, stated as a business owner she would not be advised to ever sign a contract that she didn't know what the terms were and asked the Council to refuse these funds.

Dana Hoekendorf, Hayden, noted that what the City of Coeur d'Alene does affects those around it. He requested the Council abstain from accepting the money as there may be a mandate in the future that you don't want to comply with. Local government gives us a direct say in decisions and voices to be heard.

Marc Salazar, Kootenai County, stated that if the money is not needed, the City should not take it. He believes that the people don't want to be beholden to President Biden. He moved here to be free of the chains of the federal government.

Tom Schaffer, Hayden, noted that federal subsidies always come with strings. Every dollar spent now is on top of the already huge national debt and this gives away local rights. He expressed frustration being under the thumb of the federal government over the past two years.

Donny Ray, Coeur d'Alene, noted that he served in the Airforce and he is thankful and blessed for his freedoms; however, there is an agenda out there and he believes the money isn't benefiting anyone. He asked the Council to stand with them.

David Hoekendorf, Coeur d'Alene, stated that the community is being yanked around due to federal health associations and stimulus money is causing a burden on generations to come. He expressed concerns regarding the strings attached. He asked the Council to say no.

Julie Depose, Hayden, noted that there is a multi-lateral section in the ARPA Act that in accepting the funds you agree to follow the provisions of the Foreign Assistance Act of 1961, to support the priorities and objectives of the united nations global response plan of COVID-19 and expressed concern that this will be held over the Constitution.

Shannon Rustler, Post Falls, noted that the basis is money, yet the City is getting an amazing amount of money due to the growth, but you need to pay attention to the reason the growth is coming with their businesses.

Drew Darrall, Coeur d'Alene, stated that it doesn't sound like the City needs the money, if we do need the money, we should fire the ones in charge of the budget.

Josiah Cunningham, Hayden, noted he is new to the area and noted that he is an Army veteran and questioned why law enforcement was here to protect us, and he believes it is to protect their right to choose and requested the Council do the same.

Kathleen Nearings, Kootenai County, hasn't researched the issue and thanked the City for their service and does not envy the Council having to make the decisions. She has lived in the area since the 1980's, and her dad died in the second world war for our freedom. She stated that she resents the break down in decorum this evening.

Teri Salazar, Kootenai County, she noted that she is a transplant from another state. She expects the Council to be strong and have the community's interest in mind. She does not want the Council to take the money. She said the CDC noted in prior years that masks were not effective and the vaccine still does not prevent illness.

Tamara Canning, Coeur d'Alene, said she was born here and generations of her family are from here. She thanked the Council for their service. She noted that she is new to politics and felt the Council should consider what they are hearing and what they experience out in the real world. She questioned the motives of Council and why this is good for anyone.

Kurt Hoekendorf, Kootenai County, felt that local control is important and being a state is not subject to the federal government, the federal government is subject to state. The strings are huge and we should contemplate this and be non-compliant and the state either makes it on our own or it doesn't. He didn't agree with taking the money.

Shawn Jackson, Coeur d'Alene, noted that he attended the Monday meeting, and one of the proposals was to expand the police station. He noted that there is a lot of wealth in this area and we are a community that supports our police department. He believes the community could find the funds easily if they knew that it was needed, without putting our hand out to the federal government. The citizens stand with the police.

RECESS: Mayor Hammond called for a recess called at 7:14 p.m., with the meeting continuing at 7:25 p.m.

MAYOR AND COUNCIL COMMENTS:

Councilmember Miller noted that she attended a regional webinar regarding housing solutions with the Housing and Growth Issues Partnership Group and found some new resources and they have added some new members. They will continue to meet monthly. They have recently received an E-mail regarding a mobile home park asking how the City would be able to help.

She has received information from a company called Rock USA that specializes in helping to organize owners of the homes to become owners of the property so they have control over their rents and leases.

Councilmember Gookin thanked everyone for showing up. One of the issues in government today is that citizens don't feel like they have been heard. He said he had some questions for staff regarding items brought forward. He noted that all federal government funds come with the same rules and restrictions. City Attorney Mike Gridley confirmed it is boiler plate language and it generally includes anti-discrimination and civil rights language. One of the big recipients of federal funds is law enforcement and they are monitored closely. Councilmember Gookin noted that there was a comment made that the person in charge of the budget should be fired, noting that would be the City Council.

Councilmember English stated when we get to the discussion on the ARPA item, he will speak his mind and he has been writing grants for 50 years and the federal grants all have the standard language regarding following rules and regulations. If we take the ARPA money, which he thinks they should, sub-contractors have to follow the same rules.

CONSENT CALENDAR: Motion by McEvers, second by Evans, to approve the consent calendar.

1. Approval of Council Minutes for the January 4, 2022, and January 10, 2022, Council Meetings.
2. Approval of Bills as Submitted.
3. Approval of Financial Report.
4. Setting of General Services/Public Works Committee meeting for Monday, January 24, 2022 at 12:00 noon.
5. Approval of a Cemetery Lot Repurchase; Teresa and Steven Hicks, Section J, Block J, Lot 625, Forest Cemetery Annex (Riverview).
6. **Resolution No. 22-003-** A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING A UTILITY EASEMENT FOR SEWER LINE FROM PRAIRIE POINT, LLC; APPROVING THE FINAL PLAT, A SUBDIVISION IMPROVEMENT AGREEMENT, A LANDSCAPE AGREEMENT, AND SECURITY WITH GREENSTONE-KOOTENAI II, INC., FOR COEUR D'ALENE PLACE 35TH ADDITION; AND APPROVING THE FINAL PLAT, ACCEPTING IMPROVEMENTS, AND APPROVING A MAINTENANCE/WARRANTY AGREEMENT WITH GREENSTONE-KOOTENAI II, INC., FOR COEUR D'ALENE PLACE 34TH ADDITION

DISCUSSION: Councilmember Miller noted that in reference to the previous meeting minutes she had forwarded a spreadsheet containing a list of committees and it needed some amendments, so she has updated that list and will make it available. Additionally, she has received comments that she made a mistake in repeating the oath, and she has verified with City Clerk Renata McLeod, that it was a choice you could either swear to the oath or repeat the oath, either way is accurate.

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

AMERICAN RESCUE PLAN ACT (ARPA) FUNDING - Reaffirmation of action taken on January 10, 2022

DISCUSSION: Councilmember Wood noted that the City of Coeur d'Alene would not commit to further Presidential Executive Orders when accepting these funds and understands they may come with some restrictions on how the funds can be spent.

MOTION: Motion by Wood, seconded by English, to accept federal funds under the American Rescue Plan Act of 2021, in the amount of \$8,659,329, and does not commit to future orders of the government.

DISCUSSION: Councilmember Gookin asked why are bringing this item forward again. Mayor Hammond explained that it did not get stated as an action item on the workshop agenda, so it is being revisited as an action item. Councilmember Gookin noted that he did not vote for this the first time as it is inflationary, the money doesn't have anything behind it which makes things worse. Additionally, he does not believe the City was underfunded last year. Councilmember McEvers asked Mr. Gridley to clarify the information heard tonight regarding the federal strings. Mr. Gridley clarified that it is standard language in grants and existing federal laws and there is no existing mask mandate or vaccine mandate. If the law changes in the future is a different question, and each change could be carried out or challenged. Some of the recent orders, such as OSHA rulings, have been overruled. Additionally, the City does not run the schools or the health district. He reiterated that the Council has flexibility to challenge future executive orders. Councilmember McEvers asked for clarity regarding the rule change that occurred on Monday. Mr. Tymesen explained that the Federal Government determined that any funds under \$10 Million doesn't have to follow the same rules as it qualifies as lost revenue and the local entities can do the best with the dollars without the qualifying categories. Councilmember Gookin noted that it would be nice if some of those items funded would have something to do with COVID, such as assisting families, businesses, and nonprofits. Councilmember Miller noted that there was discussion about repayment and questioned if the \$10 Million qualifying amount would waive that possible repayment. Mr. Gridley noted that it is theoretical rather than a reality, as they normally don't change the rules and then have you pay it back.

Councilmember Miller clarified that they are discussing the acceptance of funds but not identifying line items tonight. Councilmember English noted that he voted in favor of accepting the funds last week, and he appreciated the public input, but hasn't seen anything to change his mind. Councilmember Wood noted that some of the misinformation is that our budget is just fine. She noted that the City hasn't taken a tax increase in over 5 years, and that it manages the budget carefully. However, the City dipped into fund balance by \$1 Million to pay for public safety needs and they did not fill all the positions that were needed. In regards to the police station expansion, if the City took a 3% tax increase it would equal \$450,000, so imagine the taxes they would have to take to fund the \$4.5 Million station police expansion. She is still in favor of accepting the funds.

ROLL CALL: McEvers Aye; Gookin No; Evans Aye; Wood Aye; English Aye; Miller Aye.
Motion Carried.

MOTION: Motion by Wood, seconded by Evans, to approve the expenditure of up to \$4,500,000 for the Police Station Expansion.

DISCUSSION: Councilmember Wood noted that there was a lot of discussion at the workshop. Councilmember Miller clarified the amount was the ceiling and that once engineering and architecture was complete it would come back to the City Council.

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

RESOLUTION NO. 22-004

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING THE CITY OF COEUR D'ALENE CLASSIFICATION AND COMPENSATION PLAN.

STAFF REPORT: Human Resources Director Melissa Tosi explained that the Payroll Coordinator Position was reclassified in 2017 to a level 12, as at that time they had very limited help from Human Resources (H.R.) with compensation and wage items. In 2019, Council approved a new full-time position in H.R. and that position focused on compensation, deductions, specialty pay, and additional benefits. Some of the duties from the Payroll Coordinator have transitioned to H.R., since the current Payroll Coordinator has resigned, they have reviewed the duties and reviewed the position with Ameriben and found that our position was leveled high and it was recommended to place the position back to a pay grade 11. This will be an 8% reduction so it would be within the current market. If approved there would be no change to the current employee, as changes would be made at the time of the new recruitment.

DISCUSSION: Councilmember McEvers asked if there would be some budget savings. Ms. Tosi noted that there would be a 8% savings, equaling approximately \$3,500 per year. If there is an internal candidate placed in the position they would require a 10% increase, so there may not be an overall savings. Councilmember McEvers questioned lowering the pay in the current job market. Ms. Tosi noted that they are also looking at the internal equity, and when the position was a paygrade 12 it had no help, and the goal of the H.R. Specialist position was to take the pressure off and limit the focus to payroll, taxes and benefits. Ameriben Consulting was considering bringing the position down two pay grades, but felt that it needed to be at least an 11 to bring it equal to the H.R. Specialist position. Councilmember English felt that it is appropriate to review all jobs for fine tuning, even if it is only one level and agreed with this request.

MOTION: Motion by McEvers, seconded by Miller, to approve **Resolution No. 22-004** – Approval of amendments to Personnel Rule 1, entitled General Provisions and to amend the Classification and Compensation Plan to amend the position of Payroll Coordinator, pay grade 12 to Payroll Specialist pay grade 11.

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

RESOLUTION NO. 22-005

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING FUNDING AGREEMENTS WITH IGNITE CDA FOR THE MUSEUM OF NORTH IDAHO PROJECT AND FOR SEVEN LAKE DISTRICT PROJECTS FOR 2022.

STAFF REPORT: City Administrator Troy Tymesen explained that ignite cda, the Coeur d'Alene urban renewal agency, provides funding for qualified projects within the urban renewal districts established by Council. The Museum of North Idaho (MNI) leases City property south of Coeur d'Alene City Hall and has relocated the historic White House to that property. MNI is in the process of renovating the White House to serve as the new home for the museum. The City has agreed to work with MNI to oversee the design and construction of improvements to the site, including landscaping, fencing, parking, and utilities, as identified in Exhibit "A" to the proposed Agreement for Financing of Construction. ignite cda has approved a contribution of \$700,000.00 for the improvements, and ignite cda and City staff have worked together to draft an Agreement for Financing Construction. The Lake District (District), ignite cda's original redevelopment district, will close shortly. Accordingly, the City has identified seven (7) projects within the District which can be completed prior to the closure, totaling \$565,000.00. These include a shade element and sidewalks in McEuen Park, the Fire Department Boat Garage, fiber conduit to Atlas Park, stair improvement near the Coeur d'Alene Public Library, deck replacement at the Harbor House, and tree wells/irrigation in the Grand Plaza at McEuen Park. ignite cda and City staff have determined that these projects will promote redevelopment that is consistent with the goals of the urban renewal plan.

DISCUSSION: Councilmember McEvers asked for clarity that the \$700,000 requested for the Museum is going toward ground work not in the building, with Mr. Tymesen confirming it is ground work and an exterior drive. Councilmember McEvers asked if the Harbor House deck was original, with Mr. Tymesen confirming it was original to the project and that it is deteriorating in the sun and splintering. Councilmember Gookin asked when the Lake District will close. Mr. Tymesen noted the Lake District closes this calendar year. Councilmember Gookin asked why we aren't funding these projects directly. Mr. Tymesen noted that when it involves a public asset, the City is the contract owner, we supply receipts and comply with permits, and they fund after the fact. Councilmember Gookin noted that tax increment financing money is raised through the improvements to benefit everyone, like rehabilitating an old mill site. Mr. Tymesen explained that part of the role of the agency is to do public improvements. Councilmember Gookin felt that funds going to the Museum, which is a nonprofit, constitutes giving them a government gift. Mr. Tymesen noted that the improvements are being done to public land, and confirmed the improvements will be done on City-owned land. Mayor Hammond noted that there is value to the land improvements, noting tourism benefits from a strong Museum. Councilmember Gookin said he is concerned about the large amount of funding.

MOTION: Motion by McEvers, seconded by English, to approve **Resolution No. 22-005;** Approval of Agreements with ignite cda for the Museum of North Idaho Project and for seven (7) Lake District projects for 2022.

ROLL CALL: Wood Aye; Evans Aye; Miller Aye; McEvers Aye; Gookin No; English Aye.
Motion Carried.

QUASI-JUDICIAL PUBLIC HEARING - ZC-7-21- A PROPOSED ZONE CHANGE FROM R-12 TO C-17; LOCATED AT 455 W. CHERRY LANE; APPLICANT: CDA ENTERPRISES, LLC.

Council Bill No. 22-1000

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM R-12 TO C-17, SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: +/- 0.366 ACRE PARCEL OFF OF CHERRY LANE AND WEST OF HIGHWAY 95, COMMONLY KNOWN AS 455 W. CHERRY LANE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

STAFF REPORT: Associate Planner Tami Stroud presented the staff report, including a review of surrounding land use and zoning, Comprehensive Plan policies for consideration, physical characteristics, and neighborhood character. She noted that the subject property is located at 455 W. Cherry Lane (off of Cherry Lane and west of Highway 95) with a zone change request from R-12 to C-17. She noted that a zone change request for the subject property was denied without prejudice by the City Council on September 21, 2021, with guidance to the applicant to talk to the neighbors to address their concerns. The applicant has met with the neighbors and they have expressed approval of the request. Ms. Stroud noted that the following findings will need to be determined: that this proposal (is) (is not) in conformance with the Comprehensive Plan; that public facilities and utilities (are) (are not) available and adequate for the proposed use; that the physical characteristics of the site (do) (do not) make it suitable for the request at this time; that the proposal (would) (would not) adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, (and) (or) existing land uses. Ms. Stroud noted that the design guidelines would require a 10' vegetative buffer strip between the abutting property to the West and the owner has agreed to add a fence.

DISCUSSION: Councilmember McEvers asked if the buffer strip of 10' is normal. Ms. Stroud confirmed that a vegetative buffer is required but not a fence, yet the owner has agreed to install the 6' fence. Councilmember Wood asked about the neighborhood conversation. Ms. Stroud noted that the property owner is present and following the previous Council meeting he met with several of those who attended the meeting and the owner of Gross Donuts. They discussed the condition of the existing sidewalk and an extension of the sidewalk, the buffer yard required, and

the curb cut and location. City Engineer Chris Bosley agreed to the movement of the curb cut. Councilmember Gookin asked if sidewalks will be installed and confirmation that the zone requires the buffer not the fence, with Ms. Stroud confirming. She noted that Council can include a condition if need be. Councilmember Gookin noted that they could have asked for a neighborhood commercial or limited commercial zone.

PUBLIC COMMENTS:

Paul Delay, owner, noted that his brother met with the neighbors and thinks the process worked nicely, as they came on board and felt the neighbors were fearful of the removal of the donut shop. The long-term lease made sense because of the owner, but thinks it will be a relatively small new use(s) as the expansion will only be 1,000 to 1,500 square feet, once the new drive through is installed for the donut shop. They don't know for sure what they will place there, but they will be limited once the drive through is expanded. Mr. Delay confirmed that they are in support of all the conditions.

Councilmember Gookin asked why they chose C-17 zoning. Mr. Delay noted it was to provide them with greater flexibility since they don't have a tenant ready. Councilmember Wood thanked them for working with the neighborhood.

MOTION: Motion by English, seconded by McEvers, to dispense with the rule and read **Council Bill No. 22-1000** once by title only.

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

MOTION: Motion by English, seconded by Wood, to adopt **Council Bill No. 22-1000**.

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

QUASI-JUDICIAL PUBLIC HEARING – A-6-21 -A PROPOSED ANNEXATION OF PUBLIC ROAD RIGHTS-OF-WAY OF A STRIP OF LAND VARYING IN WIDTH, BEING A PORTION OF THE PUBLIC RIGHTS-OF-WAY OF GOVERNMENT WAY AND AQUA AVENUE; APPLICANT: CITY OF COEUR D'ALENE.

STAFF REPORT: Community Planning Director Hilary Anderson explained that the subject public rights-of-way are located in the unincorporated area of Kootenai County within the City's Area of City Impact (ACI). The subject land is adjacent to the City limits on the south on Government Way, along with portions adjacent to the south side of Aqua Avenue, and also a portion of the City limits are located on the west side of the Government Way. The land is public rights-of-way and is not required to have a zoning classification since it is all intended to remain as public roadways. There is no owner listed because the roadways are dedicated to the public. The public road rights-of-way are within the unincorporated County boundary as noted above and maintained by Lakes Highway District. If annexed, they would remain public but the maintenance responsibilities would shift to the City from the Highway District. The subject

public rights-of-way are currently in the Lakes Highway District's jurisdiction. In 2013, the City entered into an Intergovernmental Agreement with Lakes Highway District to actively pursue annexation of this area (see attached Intergovernmental Agreement, page 5). The Lakes Highway District Board has reviewed this request and has indicated that this proposed annexation is consistent with the agreement and that the proposed public road rights-of-way should be in the City's jurisdiction. The City Engineer is also in agreement with the proposed annexation of the subject public road rights-of-way. Findings that will need to be determined include: that this proposal (is) (is not) in conformance with the Comprehensive Plan; that public facilities and utilities (are) (are not) available and adequate for the proposed use; that the physical characteristics of the site (do) (do not) make it suitable for the request at this time; that the proposal (would) (would not) adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, (and) (or) existing land uses.

DISCUSSION: Councilmember Gookin asked if there will there be annexation fees. Ms. Anderson confirmed that there is not a fee since there is no change of use and it is from one public entity to another. Councilmember Gookin noted that the Streets and Engineering Director, Todd Feusier, noted it would only add about 5-minutes to the plow times and maintenance will be minimal. Mr. Feusier noted that the Highway District recently helped with the chip seal and painting of lines, so there is no immediate need for maintenance. He explained that they already have to go through Wilbur Avenue and turn around at Aqua Avenue. Councilmember McEvers noted it is interesting that it is shown as having varying width. Ms. Anderson noted that right-of-way is not always paved at 60'.

PUBLIC COMMENTS: Mayor Hammond called for public comments, and hearing none closed the public comment period.

MOTION: Motion by Evans, seconded by McEvers, to approve A-6-21 - A proposed annexation of Public Road Rights-of-Way a strip of land varying in width, being a portion of the Public Rights-of-Way of Government Way and Aqua Avenue; Applicant: City of Coeur d'Alene, and to develop the necessary Findings and Order.

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

COUNCIL BILL NO. 22-1001

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 26 AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 51, NORTH, RANGE 4W, BOISE MERIDIAN; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

MOTION: Motion by Evans, seconded by Miller, to dispense with the rule and read **Council Bill No. 22-1001** once by title only.

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

MOTION: Motion by Evans, seconded by Miller, to adopt **Council Bill 22-1001**.

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

RECESS: Motion by McEvers, seconded by Evans, to recess to January 25, 2022 at 3:00 P.M. in the Library Community Room, located at 702 E. Front Avenue for a workshop regarding Envision CDA, the Coeur d'Alene Comprehensive Plan. **Motion carried.**

The meeting adjourned at 8:43 p.m.

ATTEST:

James Hammond, Mayor

Renata McLeod, CMC
City Clerk

January 24, 2022
GENERAL SERVICES/PUBLIC WORKS COMMITTEE
MINUTES
12:00 p.m., Library Community Room

COMMITTEE MEMBERS

Council Member Woody McEvers, Chairperson
Council Member Kiki Miller
Council Member Dan Gookin

STAFF

Juanita Knight, Senior Legal Assistant
Randy Adams, Chief Civil Deputy City Attorney
Bill Greenwood, Park & Recreation Director
Kim Harrington, Asst. Project Mgr, Streets & Engineering
Adam Korytko, Building Maintenance Superintendent
Vonnie Jensen, Comptroller, Finance Department
Dennis Grant, Engineering Project Manager
Troy Tymesen, City Administrator

Item 1. Memorandum of Understanding with Inland Northwest Pickleball Club.
(Consent)

Bill Greenwood, Parks and Recreation Director, is requesting Council approve a Memorandum of Understanding (MOU) with the Inland Northwest Pickleball Club (the "Club"). Mr. Greenwood explained in his staff report that pickleball is one of the fastest growing sports in the nation, and just within the last year, the Club's membership has gone from 150 to over 350. He said we have an ongoing partnership with the Club that has allowed us to perform pickleball court improvements as well as providing pickleball lessons through our Recreation Division. There will be no cost to the City for the approval of this MOU and we can apply for a matching grant for this project or other opportunities. At Cherry Hill, we have identified a location west of the existing courts and south of Fire Station 3 for the Club to build seven (7) new pickleball courts. This MOU will give the Club the guarantee of the land to build the courts and to continue their fund-raising goal to acquire the necessary funds to construct the courts. After construction, the courts will belong to the City and the City will perform routine maintenance and repairs, as the court will be available for use by the general public except during tournaments.

Councilmember Miller asked Mr. Greenwood to explain how the City uses MOU's with private organizations. Mr. Greenwood said an example would be with CDA JR. Tackle, they utilize Persons Field for their programs, we have an MOU with NIC for use of Memorial Field, and with the BMX club for use of Cherry Hill. The difference with the MOU with the Pickleball Club is they will build the structure then give it to the City.

Councilmember Miller asked if Fire Station No. 3 would ever need this area for future growth. Mr. Greenwood said he spoke with Chief Gabriel who said he did not believe it would ever be needed.

Councilmember Gookin asked about parking needs for the Pickleball court. Mr. Greenwood said there is plenty of parking in open spaces on the north side of the fire station.

Councilmember McEvers asked if there is a time frame for the Club to raise the funding. Mr. Greenwood said three years. However, he would come back to Council for approval of an extension should they run into any issues raising the funds.

MOTION: by Miller, seconded by Gookin, to recommend that Council approve the Memorandum of Understanding with Inland Northwest Pickleball Club. Motion Carried.

Item 2. Contract with Selland Construction, Inc., for the Kathleen Avenue Improvement project in the amount of \$926,660.00

(Agenda)

Kim Harrington, Assistant Project Manager, is requesting Council award a contract to Selland Construction, Inc., for construction of the Kathleen Avenue Improvements. Ms. Harrington explained in her staff report that as a part of Idaho Transportation Department's (ITD) Fastlane project, intersection improvements were made to US-95 at its intersection with Kathleen Avenue. The improvement included two (2) left turn lanes from southbound US-95 onto eastbound Kathleen Avenue. ITD chose to keep only one (1) left turn lane in operation until the southernmost eastbound lane could be extended to Government Way. The City contracted with Welch Comer to complete the design of the improvements and the project was advertised in December for construction bids. Bids were received from four (4) contractors and opened on January 18, 2022. The lowest bid was submitted by Selland Construction, Inc., in the amount of \$926,660.00. Approval of the agreement will enable the City to complete the widening of Kathleen Avenue, allowing ITD to open the second left turn lane on US-95, and reducing the traffic merging issues that exist near US-95.

Councilmember Miller asked what the original engineers estimate was on the project. Ms. Harrington said it was around \$720,000.00, however, with price increases in labor and materials it made a big difference in the bids received.

Councilmember McEvers asked if stormwater is part of this bid. Ms. Harrington said it is not. She said the Drainage Utility will provide the funding for the new R-tanks and said they will be installed prior to the road work. Councilmember McEvers also asked if this project will drain the Impact Fee Fund. Ms. Vonnie Jensen, Comptroller, said there is around \$2 million in the fund so this project will not drain the Impact Fee Fund.

Councilmember Miller asked if there were grants submitted for the R-tanks. Ms. Harrington said not for this project, however, they have submitted for grant funding for the 11th Street and Sanders Beach projects.

MOTION: by Gookin, seconded by Miller, to recommend that Council approve the contract with Selland Construction, Inc. for the Kathleen Avenue Improvement Project in the amount of \$926,660.00. Motion Carried.

Item 3. Declare an emergency pursuant to Idaho Code § 67-2808(1)(a), to authorize the Building Maintenance Department to order materials and hire a contractor to replace the damaged roof at the Harbor Center without the need to seek formal bids.

(Agenda)

Adam Korytko, Building Maintenance Superintendent, is requesting Council declare an emergency under Idaho Code § 67-2808(1)(a), find that the public interest and necessity require immediate expenditure of public funds, and authorize the Building Maintenance Department to immediately order materials and hire a contractor for the emergency work to replace the damaged roof at the Harbor Center without compliance with formal bid procedures. Mr. Korytko explained in his staff report that on November 15, 2021, Kootenai County experienced a severe wind storm in which winds reportedly exceeded 60mph through the City of Coeur d'Alene (City). The storm resulted in significant damage to the Harbor Center roof, skylight, and mechanical vents. A large portion of the metal roof peeled back and lifted off the building leaving the decking and ridgeline exposed. The days following the wind storm brought rain which resulted in water damage to the

interior of the building until they were able to secure a contractor and materials to temporarily “weatherproof” the damaged roof. The Building Maintenance Department has acquired multiple quotes for the roof replacement in both metal and composite asphalt roofing systems. Quotes for metal roofing systems range from \$412,800 to \$680,063.97, and composite roofing systems range from \$167,700 to \$375,300. Mr. Korytko said he believes it is in the best interest of the City to pursue replacement in the form of a composite asphalt roofing system at the preliminary estimate in the amount of \$167,000. Once a quote is selected and submitted, the City’s insurance company will provide the City with funds to cover the cost of the project minus the \$5,000 deductible.

Councilmember McEvers asked about the building ownership. Mr. Tymesen, City Administrator, said the Wastewater Fund and General Fund owns the building. Councilmember McEvers asked if the University of Idaho (U of I) carries any insurance on the building. Mr. Tymesen said the owner of the building carries the building insurance. However, U of I does have content insurance. Currently, U of I relocated all of their classes until the building repairs can be completed.

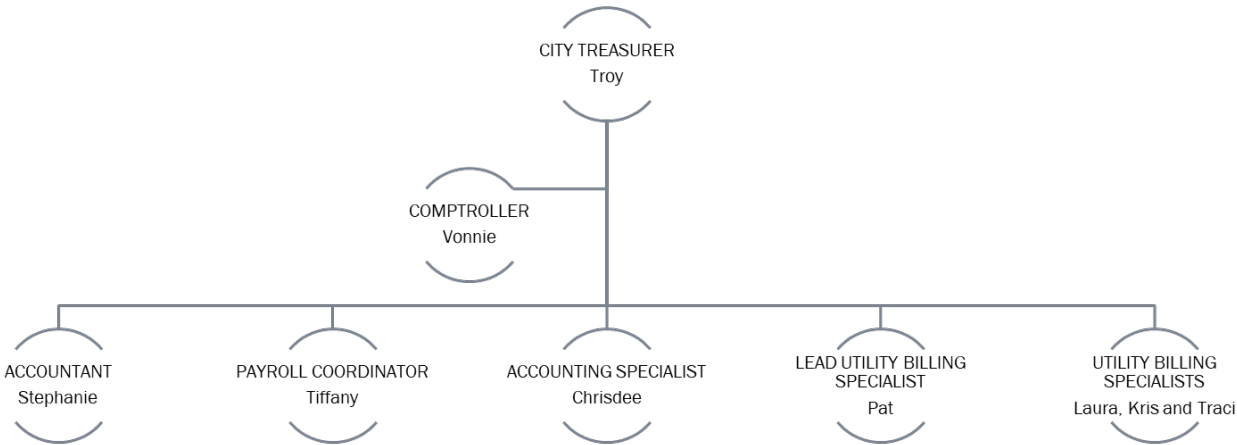
MOTION: by Miller, seconded by Gookin, to recommend that Council Declare an Emergency pursuant to Idaho Code §67-2801(1)(a), to authorize the building Maintenance Department to order materials and hire a contractor to replace the damaged roof at the Harbor Center without the need to seek formal bids. Motion Carried.

Item 4. PRESENTATION – Finance Department

Vonnie Jensen, Comptroller, described the Finance Department’s Mission Statement as “The mission of the Finance Department is to provide exemplary service to our customers both internally and externally and to properly record all City financial activity, while maintaining the highest degree of respect, fairness, public trust and integrity”.

Their principal obligations are to safeguard City assets, maximize revenues, manage the business of City programs, and provide accurate, timely, and complete financial information.

Ms. Jensen presented an overview of the departments staffing and functions:



Finance Department Overview:

- Other City departments supported by Finance.
- Customer Service
- Utility Billing
- Accounts Payable
- Payroll and Benefits
- Accounting, Auditing and Financial Reporting
- Policies and Procedures
- Reporting
- Recent Accomplishments and Future Goals

A link to the full meeting and presentation can be found here: <https://youtu.be/F63pcfIR4uk>

The meeting adjourned at 12:40 p.m.

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

DATE: JANUARY 26, 2022
TO: MAYOR AND CITY COUNCIL
FROM: PLANNING DEPARTMENT
RE: SETTING OF PUBLIC HEARING DATE: FEBRUARY 15, 2022

Mayor Hammond,

The Planning Department has forwarded the following item to the City Council for scheduling of a public hearing. In keeping with state law and Council policy, the Council will set the date of the public hearing upon receipt of recommendation.

<u>ITEM NO.</u>	<u>REQUEST</u>	<u>COMMISSION ACTION</u>
P-1-22	Applicant: City of Coeur d'Alene Legislative Request: The City of Coeur d'Alene is seeking approval for the City's Comprehensive Plan for 2022-2042 (Envision Coeur d'Alene)	<i>Recommended approval</i>

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **February 15, 2022.**

RESOLUTION NO. 22-006

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A MEMORANDUM OF UNDERSTANDING WITH INLAND NORTHWEST PICKLEBALL CLUB REGARDING THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF PICKLEBALL COURTS ON CITY PROPERTY IN CHERRY HILL PARK.

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to enter into a Memorandum of Understanding with the Northwest Pickleball Club, a copy of which is attached hereto as Exhibit "A" and by reference made a part hereof.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City execute a Memorandum of Understanding 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 Memorandum of Understanding to the extent the substantive provisions of the Memorandum of Understanding remain intact.

BE IT FURTHER RESOLVED that the Mayor be and is hereby authorized to execute such Memorandum of Understanding on behalf of the City.

DATED this 1st day of February, 2022.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER WOOD Voted

was absent. Motion .

**GENERAL SERVICES / PUBLIC WORKS
STAFF REPORT**

DATE: JANUARY 24, 2022
FROM: BILL GREENWOOD, PARKS & RECREATION DIRECTOR
SUBJECT: MEMORANDUM OF UNDERSTANDING WITH INLAND NORTHWEST PICKLEBALL CLUB (*Council Action Required*)

DECISION POINT: Should the General Services/Public Works Committee recommend that Council approve a Memorandum of Understanding (MOU) with the Inland Northwest Pickleball Club (the “Club”)?

HISTORY: Pickleball is one of the fastest growing sports in the nation and, just within the last year, the Club’s membership has gone from 150 to over 350. We have an ongoing partnership with the Club that has allowed us to perform pickleball court improvements as well as providing pickleball lessons through our recreation division.

FINANCIAL ANALYSIS: There will be no cost to the City for the approval of this MOU and we can apply for a matching grant for this project or other opportunities. At Cherry Hill, we have identified a location west of the existing courts and south of Fire Station 3 for the Club to build seven (7) new pickleball courts. This MOU will give the Club the guarantee of the land to build the courts and to continue their fund-raising goal to acquire the necessary funds to construct the courts. After construction, the courts will belong to the City and the City will perform routine maintenance and repairs, as the court will be available for use by the general public except during tournaments.

PERFORMANCE ANALYSIS: The Club has hosted a pickleball tournament at the Cherry Hill Courts for the last 5 years with great success and it brings in people from all over the country and some players from Canada. The new courts will help the Club to host larger tournaments that will attract a higher caliber of player.

DECISION POINT / RECOMMENDATION:

The General Services/Public Works Committee should recommend that Council approve the Memorandum of Understanding (MOU) with the Northwest Pickleball Club.

MEMORANDUM OF UNDERSTANDING INLAND NORTHWEST PICKLEBALL CLUB

I. PURPOSE:

This Memorandum of Understanding (MOU) is entered into by the City of Coeur d'Alene (hereinafter referred to as the "City") and the Inland Northwest Pickleball Club (hereinafter referred to as the "Club"), and is intended to document the Parties' understanding of, and agreement to cooperate on, the construction, operation, and maintenance of pickleball courts on City property in Cherry Hill Park. The City and the Club are jointly referred to as the "Parties."

II. RECITALS:

WHEREAS, the City is a municipal corporation organized and existing under the laws of the state of Idaho; and

WHEREAS, the Club is an Idaho unincorporated nonprofit organization, located in Coeur d'Alene, Kootenai County, Idaho; and

WHEREAS, the Cherry Hill Park is a 30-acre park owned by the City and located at 1718 N. 15th Street, Coeur d'Alene, Idaho; and

WHEREAS, the Club has approached the City with a project proposal to construct seven (7) new pickleball courts (hereinafter referred to as the "Courts") in the Cherry Hill Park (hereinafter referred to as the "Project"); and

WHEREAS, the Parties desire to collaborate and cooperate in the design, construction, and maintenance of the Courts; and

WHEREAS, the Club has proposed to raise and provide the necessary amount of money toward the construction of the Courts; and

WHEREAS, after the construction of the Courts, the City will own, manage and maintain the Courts for the use and benefit of the public, with the assistance of the Club as described herein.

NOW, THEREFORE, it is agreed as follows:

III. AGREEMENT:

A. Term:

1. The term of this MOU shall be three (3) years, commencing on the date the Parties have signed this MOU.

2. This MOU may be terminated by either party prior to the expenditure of any monies for the construction of the Project upon thirty (30) days' written notice.
3. This MOU may be extended upon written agreement of the Parties prior to the expiration of the initial term or any extension thereof, upon such terms and conditions as the Parties may agree.

B. Financing:

1. The Club shall use its best efforts to raise the necessary construction costs for the Project. If the Club fails to raise said sum during the term of this MOU, or any extension thereof, the Parties' obligations hereunder shall be null and void.
2. The City will seek a grant or grants to match the Club's contribution and/or other opportunities. Nothing herein shall require the City to proceed with the Project if it does not receive a grant or grants sufficient to complete the Project.

C. The Improvements:

1. The Parties agree to work together to create a design for seven (7) pickleball courts in Cherry Hill Park, (*see exhibit 1*) as funds are available. Each may, at their own expense, retain a professional designer to assist with the design.
2. Every effort will be made to create a design acceptable to the Parties. However, in the event the Parties cannot agree on the design, the City will make the final decision on the design.
3. Upon approval of the final design, and upon receipt of full funding for the Project, the City will bid the Project as required for public works construction.
4. A construction contract will be awarded for the Project to the lowest responsive bidder, provided that the funding available is sufficient for the Project.

D. Title: Following completion of the improvements, the Courts shall be owned by the City.

E. Naming Rights:

1. For its contribution, the Club shall be granted naming rights for the Courts for a period of ten (10) years. The name shall be subject to the City's approval, which approval will not be unreasonably withheld.
2. The Club may be granted naming rights for the Courts after the expiration of the initial ten (10) year term upon such terms and conditions as the Parties may agree. If the Parties are unable to agree to the terms and conditions of any extension of naming rights, the City will be free to grant naming rights to any other person or entity.

F. Management and Maintenance:

1. Following completion of the Project, the City shall perform the customary and routine management, maintenance, and repairs of the Courts at its own expense.
2. The Club shall perform any management, maintenance, and repairs of the Courts associated with any tournaments sponsored or organized by the Club, or use by the Club for other events.
3. The Club shall have the right to reserve the Courts for tournaments or other Club events, not to exceed seven (7) days at a time, provided the Courts have not been previously reserved by another person or organization. The Club shall contact the City Parks and Recreation Department to reserve the Courts at least thirty (30) days in advance of a tournament or event.

G. It is further agreed by the Parties:

1. That lines of communication shall be kept open between the Parties in order to discuss any concerns related to the terms of this MOU and to reach mutually agreeable solutions in a timely manner.
2. That this MOU may be modified only by mutual written agreement.
3. That the Parties agree to execute any additional documents necessary to effectuate this MOU.
4. Each party shall be liable for any and all claims, damages, or suits arising from the acts, omissions or negligence of its own officers, agents, and employees.

DATED this 1st day of February, 2022.

CITY OF COEUR D'ALENE

INLAND NORTHWEST PICKLEBALL CLUB

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

_____, _____



OTHER BUSINESS

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

DATE: JANUARY 24, 2022

FROM: CHRIS BOSLEY – CITY ENGINEER

**SUBJECT: REQUEST AWARD OF CONTRACT TO SELLAND CONSTRUCTION, INC.
FOR CONSTRUCTION OF THE KATHLEEN AVE IMPROVEMENTS**

DECISION POINT: Should the General Services/Public Works Committee recommend that Council award a contract to Selland Construction, Inc., for construction of the Kathleen Avenue Improvements?

HISTORY: As a part of Idaho Transportation Department's ("ITD") Fastlane project, intersection improvements were made to US-95 at its intersection with Kathleen Avenue. The improvement included two (2) left turn lanes from southbound US-95 onto eastbound Kathleen Avenue. ITD chose to keep only one (1) left turn lane in operation until the southernmost eastbound lane could be extended to Government Way. The City contracted with Welch Comer to complete the design of the improvements and the project was advertised in December for construction bids. Bids were received from four (4) contractors and opened on January 18, 2022. The lowest bid was submitted by Selland Construction, Inc., in the amount of \$926,660.00.

FINANCIAL ANALYSIS: The cost for completion of the work is \$926,660.00. The Streets and Engineering Department wishes to use impact fees to finance the construction.

PERFORMANCE ANALYSIS: Approval of this agreement will enable the City to complete the widening of Kathleen Avenue, allowing ITD to open the second left turn lane on US-95, and reducing the traffic merging issues that exist near US-95.

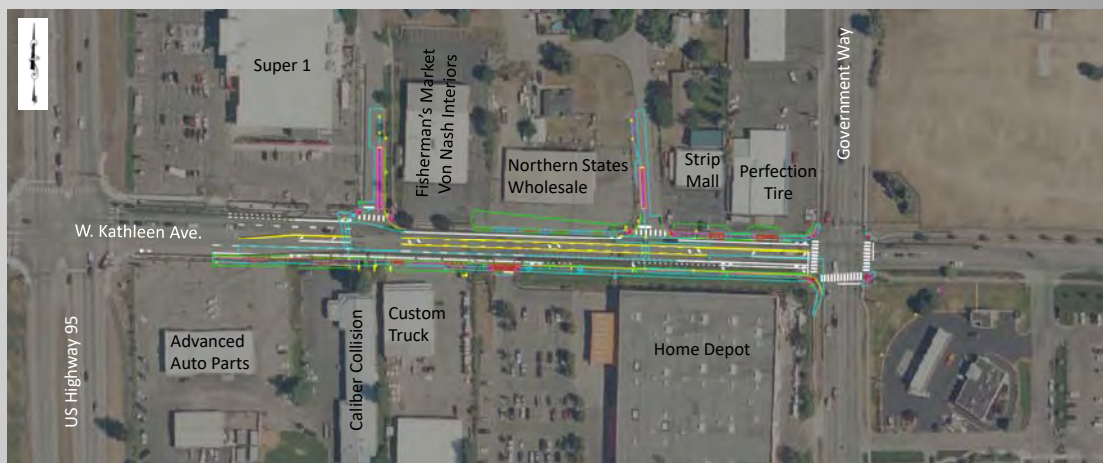
DECISION POINT/RECOMMENDATION: The General Services/Public Works Committee should recommend that Council award a contract to Selland Construction, Inc., for construction of the Kathleen Ave Improvements.

Kathleen Ave Improvements



January 24, 2022

Project Overview

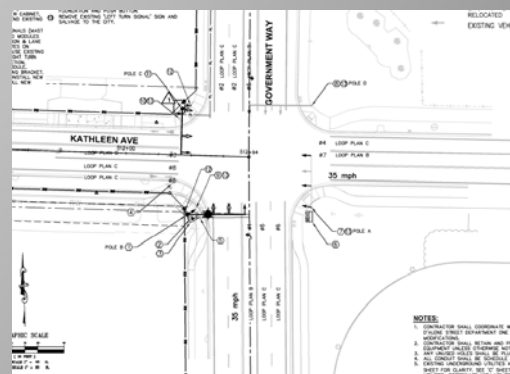


Existing Conditions

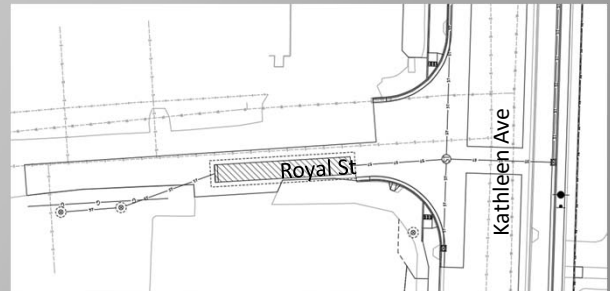
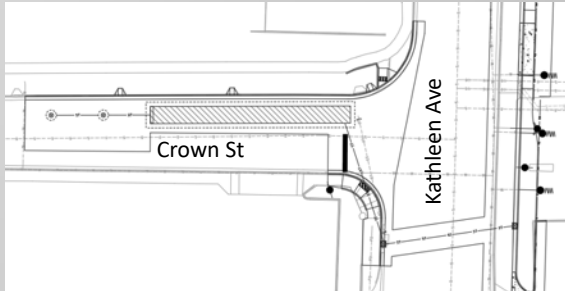


Design Elements

- Right-of-Way Acquisition (completed)
- Signal Modification (completed)
- Install New Storm Facilities (City)
- Widen Kathleen Avenue to south
- Fill Sidewalk Gaps
- Overlay Kathleen Avenue



New Stormwater Facilities



Traffic Control

- Maintain 2-Way traffic during construction
- Pedestrian traffic accommodated
- Local access maintained
- Home Depot access limited (no left turns, short closure)
 - Provide detour signage the duration of the project
- Approximately 40 working days
- Complete before Memorial Day



Bid Results

Pay Item	Description	Unit	Est Qty	SELLAND CONST		NNAC		INTERSTATE		BIG SKY	
				PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT
201.4.1.B.1	Clearing and Grubbing	LS	1	\$ 18,000.00	\$ 18,000.00	\$24,716.00	\$ 24,716.00	\$ 15,590.00	\$ 15,590.00	\$ 2,998.00	\$ 2,998.00
201.4.1.C.1	Removal of Obstruction	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 1,700.00	\$ 1,700.00	\$ 3,250.00	\$ 3,250.00	\$ 2,862.00	\$ 2,862.00
201.4.1.D.1	Removal of Asphalt	SY	2660	\$ 8.05	\$ 21,413.00	\$ 10.00	\$ 26,600.00	\$ 10.40	\$ 27,664.00	\$ 17.00	\$ 45,220.00
201.4.1.D.2	Removal of Concrete Sidewalk	SY	920	\$ 15.00	\$ 13,800.00	\$ 9.00	\$ 8,280.00	\$ 11.00	\$ 10,120.00	\$ 11.00	\$ 10,120.00
201.4.1.E.1	Removal of Concrete Curb	LF	1760	\$ 10.00	\$ 17,600.00	\$ 4.00	\$ 7,040.00	\$ 3.80	\$ 6,688.00	\$ 8.00	\$ 14,080.00
201.4.1.F.1	Removal of Catch Basin	EA	1	\$ 800.00	\$ 800.00	\$ 703.00	\$ 703.00	\$ 4,845.00	\$ 4,845.00	\$ 1,111.00	\$ 1,111.00
201.4.1.F.2	Removal of Tree	EA	2	\$ 2,000.00	\$ 4,000.00	\$ 215.00	\$ 430.00	\$ 665.00	\$ 1,330.00	\$ 888.00	\$ 1,776.00
201.4.1.F.3	Removal of Oil-Water Separator	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 1,013.00	\$ 1,013.00	\$ 5,860.00	\$ 5,860.00	\$ 311.00	\$ 311.00
201.4.1.F.4	Removal of Hydrant	EA	2	\$ 900.00	\$ 1,800.00	\$ 1,036.00	\$ 2,072.00	\$ 3,435.00	\$ 6,870.00	\$ 519.00	\$ 1,038.00
201.4.1.F.5	Removal of Drywell	EA	1	\$ 900.00	\$ 900.00	\$ 1,573.00	\$ 1,573.00	\$ 5,625.00	\$ 5,625.00	\$ 2,488.00	\$ 2,488.00
202.4.1.D.1	Excavation	LS	1	\$ 35,000.00	\$ 35,000.00	\$75,200.00	\$ 75,200.00	\$2,710.00	\$ 2,710.00	\$48,807.00	\$ 48,807.00
403.4.1.A.1	Water Main Pipe - 12" C900 DR25	LF	239	\$ 100.00	\$ 23,900.00	\$ 174.00	\$ 41,586.00	\$ 241.00	\$ 57,596.00	\$ 147.00	\$ 35,133.00
403.4.1.A.1	Hydrant	EA	1	\$ 7,000.00	\$ 7,000.00	\$ 6,447.00	\$ 6,447.00	\$ 28,080.00	\$ 28,080.00	\$ 7,168.00	\$ 7,168.00
405.4.1.A.3	Relocate Water Meter	EA	3	\$ 3,000.00	\$ 9,000.00	\$ 3,280.00	\$ 9,840.00	\$ 6,000.00	\$ 18,000.00	\$ 4,485.00	\$ 13,455.00
601.4.1.A.3A	12" Storm Pipe	LF	167	\$ 98.00	\$ 16,366.00	\$ 130.00	\$ 21,710.00	\$ 51.10	\$ 8,533.70	\$ 108.00	\$ 17,936.00
602.4.1.F.1	Catch Basin Type 1	EA	6	\$ 2,400.00	\$ 14,400.00	\$ 3,248.00	\$ 19,488.00	\$ 5,040.00	\$ 30,240.00	\$ 3,735.00	\$ 22,410.00
602.4.1.F.2	Catch Basin Type 2	EA	1	\$ 3,100.00	\$ 3,100.00	\$ 5,156.00	\$ 5,156.00	\$ 7,800.00	\$ 7,800.00	\$ 4,802.00	\$ 4,802.00
602.4.1.A.1	Manhole (Storm)	EA	1	\$ 3,000.00	\$ 3,000.00	\$ 5,207.00	\$ 5,207.00	\$ 9,775.00	\$ 9,775.00	\$ 4,720.00	\$ 4,720.00
706.4.1.A.3	Vertical Curb	LF	133	\$ 47.00	\$ 6,251.00	\$ 60.00	\$ 8,000.00	\$ 69.00	\$ 9,177.00	\$ 81.00	\$ 10,773.00
706.4.1.A.7	Curb and Gutter	LF	1442	\$ 48.00	\$ 69,456.00	\$ 35.00	\$ 50,470.00	\$ 48.60	\$ 70,091.20	\$ 54.00	\$ 77,868.00
706.4.1.E.1	Concrete Sidewalk, Thickness 4"	SY	830	\$ 77.00	\$ 63,910.00	\$ 78.00	\$ 64,740.00	\$ 68.50	\$ 56,855.00	\$ 97.00	\$ 80,510.00
706.4.1.F.1	Concrete Driveway Approach (8")	SY	155	\$ 110.00	\$ 17,050.00	\$ 116.00	\$ 17,980.00	\$ 215.00	\$ 33,325.00	\$ 162.00	\$ 25,110.00
706.4.1.F.2	Concrete Driveway Approach (Hn Opt)	SY	63	\$ 110.00	\$ 6,930.00	\$ 116.00	\$ 7,358.00	\$ 260.00	\$ 16,380.00	\$ 171.00	\$ 10,773.00
706.4.1.H.1	Ped Ramp w/ Detachable Warning Domes	SY	88	\$ 200.00	\$ 17,600.00	\$ 244.00	\$ 21,472.00	\$ 214.00	\$ 32,812.00	\$ 300.00	\$ 30,800.00
802.4.1.B.1	Crushed Aggregate for Base Type 1	TON	2109	\$ 23.00	\$ 48,507.00	\$ 31.00	\$ 65,379.00	\$ 27.70	\$ 58,419.30	\$ 32.00	\$ 67,488.00
810.4.1.A.1	Plant Mix Pavement (Repair/Widening)	TON	711	\$ 140.00	\$ 99,540.00	\$ 165.00	\$ 117,315.00	\$ 126.00	\$ 89,586.00	\$ 264.00	\$ 187,704.00
810.4.1.A.2	Superpave HMA (Misc. Pavement)	TON	103	\$ 460.00	\$ 47,380.00	\$ 534.00	\$ 55,002.00	\$ 307.00	\$ 31,621.00	\$ 636.00	\$ 65,598.00
810.4.1.A.3	Superpave HMA (Drivch Overlay)	TON	609	\$ 124.00	\$ 75,516.00	\$ 143.00	\$ 87,267.00	\$ 164.00	\$ 100,356.00	\$ 221.00	\$ 140,079.00
810.4.1.B.1	Milling Pavement	SY	886	\$ 13.00	\$ 11,518.00	\$ 16.00	\$ 14,176.00	\$ 16.70	\$ 14,796.20	\$ 22.00	\$ 19,402.00
901.4.1.C.2	Pressure Irrigation System Modifications	LS	1	\$ 12,000.00	\$ 12,000.00	\$14,605.00	\$ 14,605.00	\$ 16,470.00	\$ 16,470.00	\$12,267.00	\$ 12,267.00
1006.4.1.C.1	Inlet Protection	EA	26	\$ 130.00	\$ 3,380.00	\$ 126.00	\$ 3,276.00	\$ 220.00	\$ 5,720.00	\$ 90.00	\$ 2,340.00
1007.4.1.A.1	Topsoil	CY	48	\$ 23.00	\$ 1,104.00	\$ 80.00	\$ 3,840.00	\$ 170.00	\$ 8,160.00	\$ 49.00	\$ 2,352.00
1007.4.1.C.1	Sodding	SY	430	\$ 11.00	\$ 4,730.00	\$ 22.00	\$ 9,460.00	\$ 19.20	\$ 8,256.00	\$ 38.00	\$ 16,340.00
1102.4.1.B.1	Relocate Streetlight	EA	1	\$ 16,000.00	\$ 16,000.00	\$16,205.00	\$ 16,205.00	\$ 18,050.00	\$ 18,050.00	\$ 8,067.00	\$ 8,067.00
1103.4.1.A.1	Traffic Control	LS	1	\$ 95,000.00	\$ 95,000.00	\$44,612.00	\$ 44,612.00	\$ 97,940.00	\$ 97,940.00	\$51,420.00	\$ 51,420.00
1103.4.1.K.1	Temporary Striping Tape	LS	1	\$ 950.00	\$ 950.00	\$ 850.00	\$ 850.00	\$ 1,105.00	\$ 1,105.00	\$ 3,243.00	\$ 3,243.00
1105.4.1.A.1	Permanent Signage	LS	1	\$ 4,200.00	\$ 4,200.00	\$ 3,750.00	\$ 3,750.00	\$ 4,875.00	\$ 4,875.00	\$ 5,367.00	\$ 5,367.00
2010.4.1.A.4	Mobilization	LS	1	\$118,000.00	\$118,000.00	\$80,800.00	\$ 80,800.00	\$125,510.00	\$ 125,510.00	\$40,000.00	\$ 40,000.00
SP 5.4.1.A.4	Relocate Mailbox	EA	3	\$ 425.00	\$ 1,275.00	\$ 1,412.00	\$ 4,236.00	\$ 1,560.00	\$ 4,680.00	\$ 494.00	\$ 1,482.00
SP 6.4.1.A.1	Drywell Type B	EA	1	\$ 6,400.00	\$ 6,400.00	\$ 3,921.00	\$ 3,921.00	\$ 4,550.00	\$ 4,550.00	\$ 5,034.00	\$ 5,034.00
SP 7.4.1.A.1	Abandon Drywell	EA	5	\$ 680.00	\$ 3,400.00	\$ 1,420.00	\$ 7,100.00	\$ 2,880.00	\$ 14,400.00	\$ 1,778.00	\$ 8,890.00
SP 9.4.1.A.3	Tree (Japanese Cherry) (Kawazari)	EA	2	\$ 560.00	\$ 1,120.00	\$ 800.00	\$ 1,600.00	\$ 1,295.00	\$ 2,590.00	\$ 730.00	\$ 1,460.00
				\$926,660.00		\$960,550.00		\$ 1,117,560.40		\$ 1,131,026.00	



Decision Point: Council should award the Kathleen Avenue Improvement Project construction contract to Selland Construction for \$926,660



RESOLUTION NO. 22-007

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING THE BID OF SELLAND CONSTRUCTION, INC., AND APPROVING A CONTRACT FOR THE CONSTRUCTION OF IMPROVEMENTS TO KATHLEEN AVENUE.

WHEREAS, the City duly advertised invitation for bids for the construction of improvements to the Kathleen Avenue between US 95 and Government Way in Coeur d'Alene, Idaho, and said bids were opened as provided in said advertisement in the office of the City Clerk at 2:00 p.m. on Tuesday the 18th day of January, 2022, and the lowest responsive bid received was that of Selland Construction, Inc., in the amount of Nine hundred twenty-six thousand Six hundred Sixty dollars and no/100 dollars (\$926,660.00), and it is in the best interests of the City of Coeur d'Alene and the citizens thereof that said bid be accepted and the contract, Exhibit "A," approved.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the bid of Selland Construction, Inc., in the amount of \$926,660.00 for the construction of the Kathleen Avenue Improvements be and the same is hereby accepted.

BE IT FURTHER RESOLVED that the City enter into a contract with Selland Construction, Inc., in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said contract provided that the substantive provisions of the contract remain intact.

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

DATED this 1st day of February, 2022.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.

CONTRACT
For
KATHLEEN AVENUE IMPROVEMENTS

THIS CONTRACT is made and entered into this 1st day of February, 2022, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as the "**CITY**," **SELLAND CONSTRUCTION, INC.**, a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at P.O. Box 119, Wenatchee, Washington, hereinafter referred to as "**CONTRACTOR**."

WITNESSETH:

THAT, WHEREAS, the **CONTRACTOR** has been awarded the contract for the KATHLEEN AVENUE IMPROVEMENTS according to contract documents on file in the office of the City Clerk of the **CITY**, which contract documents are incorporated herein by reference.

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

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

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

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

The **CONTRACTOR** agrees to receive and accept as full compensation for furnishing all materials, and doing all the work contemplated and embraced in the contract, an amount equal to the sum of the total for the items of work. The total for each item of work shall be calculated by determining the actual quantity of each item of work and multiplying that actual quantity by the unit price bid by the **CONTRACTOR** for that item of work. The total amount of the contract shall not exceed Nine hundred twenty-six Thousand Six hundred sixty and no/100 Dollars (\$926,660.00).

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

The number of working days allowed for completion of the Contract work shall be 40 working days. Days where the only work is traffic control, sweeping, or covering utilities do not count toward working days. The contract time shall commence no later than 10 days after the date of the Notice to Proceed issued by the **CITY**.

The **CITY** and the **CONTRACTOR** recognize that time is of the essence and failure of the **CONTRACTOR** to complete the work within the time allowed shall result in damages being sustained by the **CITY**. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the **CONTRACTOR** shall fail to complete the work within the specified time limits, the **CONTRACTOR** shall pay to the **CITY** or have withheld from monies due, liquidated damages at the rate of One Thousand Five Hundred Dollars (\$1,500.00) per calendar day, which sums shall not be construed as a penalty.

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

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

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

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

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

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

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

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

CITY OF COEUR D'ALENE
KOOTENAI COUNTY, IDAHO

SELLAND CONSTRUCTION, INC.

James Hammond, Mayor

By _____
Its: _____

ATTEST:

ATTEST:

Renata McLeod, City Clerk

GENERAL SERVICES/PUBLIC WORKS COMMITTEE STAFF REPORT

DATE: JANUARY 24, 2022

FROM: ADAM KORYTKO, BUILDING MAINTENANCE SUPERINTENDENT

SUBJECT: EMERGENCY REPLACEMENT OF HARBOR CENTER ROOF

DECISION POINT:

The Building Maintenance Department requests that Council declare an emergency under Idaho Code § 67-2808(1)(a), find that the public interest and necessity require immediate expenditure of public funds, and authorize the Building Maintenance Department to immediately order materials and hire a contractor for the emergency work to replace the damaged roof at the Harbor Center without compliance with formal bid procedures.

HISTORY:

On November 15, 2021, Kootenai County experienced a severe wind storm in which winds reportedly exceeded 60mph through the City of Coeur d'Alene (City). The storm resulted in significant damage to the Harbor Center roof, skylight, and mechanical vents. A large portion of the metal roof peeled back and lifted off the building leaving the decking and ridgeline exposed. The days following the wind storm brought rain which resulted in water damage to the interior of the building until we were able to secure a contractor and materials to temporarily "weatherproof" the damaged roof.

FINANCIAL ANALYSIS:

As a consequence of the unusual and unexpected weather event, the cost of repairing the resulting damage was not planned for in the current budget. The extent of damage to the roof coupled with the obsolescence of the existing roof system led our insurance adjustor to recommend replacement of the entire roof. The Building Maintenance Department has acquired multiple quotes for the roof replacement in both metal and composite asphalt roofing systems. Quotes for metal roofing systems range from \$412,800 to \$680,063.97, and composite roofing systems range from \$167,700 to \$375,300. We believe that it is in the City's best interest to pursue replacement in the form of a composite asphalt roofing system at the preliminary estimate in the amount of \$167,000. It is our opinion that a composite roof is best suited for this application due to the availability of materials, installation timeframe, future maintenance, and cost. Once a quote is selected and submitted, our insurance company will provide the City with funds to cover the cost of the project minus the \$5,000 deductible.

PERFORMANCE ANALYSIS:

The Harbor Center is currently secured from the elements by the use of tarps and batten boards, but is in need of a permanent roofing system replacement as soon as possible to prevent further damage to the structure and interior. According to Idaho Code § 67-2808, immediate expenditure of public money to do this emergency work is justified to safeguard public's interest, health, and property. As required by City Resolution No. 17-061, Policy Paragraph E, the Building Maintenance Department has informed the Legal and Finance Departments. The Legal Department concurs that the circumstances described by Building Maintenance constitutes an emergency under the statute.

DECISION POINT/RECOMMENDATION:

We recommend that Council declare an emergency and find that the public interest and necessity requires that the City depart from the standard procurement requirements. As such, we recommend Council authorize the Building Maintenance Department to immediately order materials and hire a contractor for the emergency work to repair the Harbor Center roof.

RESOLUTION NO. 22-008

A RESOLUTION OF THE CITY OF COEUR D'ALENE, IDAHO, DECLARING THAT AN EMERGENCY EXISTS SUCH THAT THE PUBLIC INTEREST AND NECESSITY DEMAND THE IMMEDIATE EXPENDITURE OF PUBLIC MONEY TO ORDER MATERIALS AND HIRE A CONTRACTOR FOR THE WORK TO REPAIR THE DAMAGED ROOF, SKYLIGHT, AND MECHANICAL VENTS AT THE HARBOR CENTER IN ORDER TO SAFEGUARD LIFE, HEALTH, AND PROPERTY; AND AUTHORIZING THE EXPENDITURE OF PUBLIC FUNDS WITHOUT COMPLIANCE WITH FORMAL BIDDING PROCEDURES.

WHEREAS, Idaho Code § 67-2808(1)(a) authorizes the City Council to declare an emergency and expend public funds without compliance with formal bidding procedures where an emergency exists and it is necessary to expend public money immediately for the purpose of safeguarding life, health, and/or property; and

WHEREAS, on November 15, 2021, Kootenai County experienced a severe wind storm in which winds reportedly exceeded 60 mph in parts of the City of Coeur d'Alene; and

WHEREAS, the storm caused significant damage to the roof, skylight, and mechanical vents of Harbor Center, as well as damage to the interior of the building; and

WHEREAS, as a consequence of the unusual and unexpected weather event, the cost of repairing the resulting damage was not planned for in the current budget; and

WHEREAS, the Building Maintenance Department has determined that there is no other reasonably available method which would allow the City to repair the roof, skylight, and mechanical vents to prevent further damage to Harbor Center; and

WHEREAS, the cost of repair will be covered by the City's insurance carrier, except for the deductible under the policy of insurance.

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Coeur d'Alene, Idaho, that an emergency exists, and that the public interest and necessity require the City to contract for the repair of the roof, skylight, and mechanical vents at the Harbor Center to prevent further damage without compliance with the state bidding process.

BE IT FURTHER RESOLVED that the City may contract for the repairs to the Harbor Center without compliance with formal bidding procedures, and expend public funds for the deductible under the City's policy of insurance.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and they are hereby authorized to sign such agreements as may be necessary to complete the repairs to the Harbor Center roof, skylight, and mechanical vents pursuant to this Resolution.

DATED this 1st day of February, 2022.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

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

was absent. Motion .

**CITY COUNCIL
STAFF REPORT**

DATE: February 1, 2022
FROM: Chris Bosley – City Engineer
SUBJECT: Approval of Leading Idaho Subaward Agreement with Idaho Department of Environmental Quality for \$695,000 for Coeur d’Alene Stormwater Outfall Volume Reduction Projects

DECISION POINT:

Staff is requesting approval of the Leading Idaho Subaward Agreement with Idaho Department of Environmental Quality for \$695,000 for Coeur d’Alene Stormwater Outfall Volume Reduction Projects.

HISTORY:

In September of 2021, the City of Coeur d’Alene submitted an application to the Idaho Department of Environmental Quality for the Building Idaho’s Future grant (now called the Leading Idaho Subaward Program). The goal of the program is to fund projects that will reduce phosphorus loading into Lake Coeur d’Alene. The City was awarded funding for three separate projects, totaling and estimated \$745,000 with a \$50,000 local match requirement. The funded projects include stormwater outfalls at Mullan Road, Sanders Beach/11th Street Marina, and Independence Point. The City has contracted with HMM Engineers to provide design for the Sanders Beach/11th Street Marina outfall project. Additional engineering assistance will be required for the remainder of the projects. Construction is expected to begin as early as Fall/Winter of this year.

FINANCIAL ANALYSIS:

The \$50,000 financial match for the work described in this agreement is in the Drainage Utility’s current budget. (12th Street Outfall Reduction project line \$105,000)

PERFORMANCE ANALYSIS:

Approval of this agreement will allow for the reduction of stormwater flows that currently enter the surface waters of Lake Coeur d’Alene untreated.

DECISION POINT/RECOMMENDATION:

Staff recommends approval of the Leading Idaho Subaward Agreement with Idaho Department of Environmental Quality for \$695,000 for Coeur d’Alene Stormwater Outfall Volume Reduction Projects.

Idaho Department of Environmental Quality Leading Idaho Subaward



February 1, 2022





Leading Idaho Initiative

Coeur d'Alene Lake Phosphorus Reduction Projects

Project Ranking	Project Name	Applicant
1	City of Coeur d'Alene Stormwater Outfall Volume Reduction - Sanders Beach	City of Coeur d'Alene
2	City of Kellogg Sustainable Stormwater Improvements – Outfall to Bunker Creek	City of Kellogg
3	Coeur of d'Alene Stormwater Outfall Volume Reduction - Independence Point	City of Coeur d'Alene
4	City of Kellogg Sustainable Stormwater Improvements - North Kellogg Outfall	City of Kellogg
5	Northside Stormwater Drainage Improvements - Marmot Trail Road	East Side Highway District
6	Coeur d'Alene River Stabilization	Kootenai-Shoshone Soil and Water Conservation District (SWCD)
7	St. Joe River Reduction of Phosphate	Benewah SWCD
8	City of Coeur d'Alene Stormwater Outfall Volume Reduction - Mullan Ave	City of Coeur d'Alene
9	Mica Creek Watershed Agricultural Sediment Reduction and Improvement Project Phase 2	Kootenai-Shoshone SWCD
10	City of Kellogg Sustainable Stormwater Improvements - Hill Street Outfall	City of Kellogg
11	City of Plummer and Stimson Lumber Company Municipal Wastewater Reuse Project	City of Plummer

Sanders Beach/11th Street Marina Outfall



Independence Point Outfall



Mullan Ave Outfall



DECISION POINT/RECOMMENDATION:

Staff recommends approval of the Leading Idaho Subaward Agreement with Idaho Department of Environmental Quality for \$695,000 for Coeur d'Alene Stormwater Outfall Volume Reduction Projects.

RESOLUTION NO. 22-009

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE CITY TO ENTER INTO A DEQ SUBAWARD AGREEMENT TO RECEIVE GRANT FUNDS FROM THE STATE OF IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY FOR STORMWATER RUNOFF REDUCTION PROJECTS.

WHEREAS, the City Engineer of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a DEQ Subaward Agreement with the State of Idaho Department of Environmental Quality to receive grant funds for Stormwater Runoff Reduction Projects, pursuant to terms and conditions set forth in the 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 a DEQ Subaward Agreement with the State of Idaho Department of Environmental Quality to receive grant funds for stormwater runoff reduction projects, 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 1st day of February, 2022.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER WOOD Voted

was absent. Motion .



STATE OF IDAHO
DEPARTMENT OF
ENVIRONMENTAL QUALITY

1410 North Hilton • Boise, ID 83706 • (208) 373-0502
www.deq.idaho.gov

Brad Little, Governor
Jess Byrne, Director

January 24, 2022

Todd Feusier
City of Coeur d'Alene
710 E. Mullan Ave
Coeur d'Alene ID 83814
By Email Transmission: cbosley@cdaid.org

RE: S719-00 – Original Subaward

Dear Mr. Feusier:

I have enclosed one proposed original of the DEQ Subaward (#S719) between the City of Coeur d'Alene and the Idaho Department of Environmental Quality (DEQ). The purpose of the subaward is to provide funding for the purpose of reducing the amount of stormwater runoff, and related phosphorus loading, that enters Coeur d'Alene Lake.

Upon acceptance of the terms and conditions of this subaward, please return the entire signed copy of the subaward to me at carrie.champlin@deq.idaho.gov.

If you have any questions or concerns regarding this subaward, please contact Project Officer Jamie Brunner at jamie.brunner@deq.idaho.gov, or Contracts Manager Carrie Champlin at carrie.champlin@deq.idaho.gov.

Sincerely,

A handwritten signature in black ink, appearing to be "Carrie Champlin".

Carrie Champlin
Contracts Manager

cc: Content Manager: 2022AIE13
Jamie Brunner, DEQ

(1cc Enclosure)
(1cc Enclosure)

RE: Resolution No. 22-009



DEQ Subaward Agreement

Subaward # S719

This Subaward Agreement is entered into by the State of Idaho, Department of Environmental Quality, hereinafter referred to as the DEPARTMENT, and [City of Coeur d'Alene](#) hereinafter referred to as the SUBRECIPIENT.

Tax Identification 826000176 DUNS Number: 063905418 MBE/WBE Status:

Subaward Effective Date 2/2/2022 Subaward Expiration Date 1/19/2024

Professional Liability Policy # 41A02034100121 Policy Expiration Date 9/30/2022

Check if Exempt/Government Agency ☐

Worker's Compensation Policy # 21800 Policy Expiration Date 9/30/2022

If exempt from Worker's Compensation, note the reason:

Check if Worker's Compensation paid by DEQ ☐ SIF Class Code

WITNESSETH: The DEPARTMENT enters into this Subaward Agreement pursuant to authority granted to it in Title 39, Chapter 1, Idaho Code. The SUBRECIPIENT agrees to undertake performance of this agreement under the terms and conditions set forth herein.

The SUBRECIPIENT agrees to provide, and the State agrees to accept the services detailed in this agreement and generally described as follows:

To provide funding for the purpose of reducing the amount of stormwater runoff, and related phosphorus loading, that enters the Coeur d'Alene Lake

Method of Procurement Subaward

RFP Number subaward

The following Attachments are checked if applicable and are incorporated by reference and made a part of this agreement:

Attachments

Work Plan / SOW

Grant Application and Statement of Work

Subaward Amount	\$695,000.00
-----------------	--------------

Subaward

This Action

To Date

Federal Funds Obligated:

Federal Award Information

CFDA #: N/A

Federal Awarding Agency:

Federal Award #:

Federal Award Name: WATER POLLUTION FUND

Total Amount of Federal Award to DEQ :

The terms of this agreement include the Statement of Work, the Budget, the program specific award terms and conditions, as well as other documents affixed or referred to in this agreement. It is expected that the approved Statement of Work will be followed in its entirety unless modifications or amendments are agreed to, and approved in writing by the DEPARTMENT.

The SUBRECIPIENT acknowledges and agrees that changes in legislation may require modification to this agreement both in program and funding, and that any such changes, which are necessary, shall be incorporated. The SUBRECIPIENT further agrees that the DEPARTMENT has the right to terminate this agreement if the SUBRECIPIENT cannot comply with such changes, or meet the requirements originally outlined in the Statement of Work. The SUBRECIPIENT further acknowledges that all funding is contingent upon the availability of funds, the SUBRECIPIENT's ability to certify provision of required matching funds (where applicable), and continued authorization of program activities. The SUBRECIPIENT agrees that the DEPARTMENT has the right to terminate or otherwise modify this agreement if funding or authority is terminated or modified.

In the event that this agreement is not executed prior to the first day of the effective period, the late execution shall provide retroactive approval for expenditures authorized by the agreement and made prior to the date of execution. This agreement is effective as per the stated agreement effective date. In the event that the last signature on this agreement pre-dates the stated agreement effective date, the last signature date shall be the new effective date.

The SUBRECIPIENT agrees to provide notice of the completion of any required audits and any adverse findings which impact this subaward as applicable. SUBRECIPIENT agrees to indemnify and hold harmless the State of Idaho, its agents and its employees from any and all claims, actions, damages, liabilities and expenses directly or indirectly connected to the SUBRECIPIENT or its agent's, employees, contractor's, or assignee's actions related to the location, design, construction, operation, maintenance, repair, failure or deactivation of the project or any part of the project. If the SUBRECIPIENT is a Public Entity, this indemnification and save harmless obligation shall apply only to the extent permitted by Idaho Code section 59-1015.

This agreement and related attachments constitute the entire agreement between the parties hereto and shall supersede all previous proposals, oral or written; negotiations; representations; commitments; and all other communications between the parties. The agreement may not be released, discharged, changed, extended, modified, or assigned in whole or in part, and no claim for additional services not specifically provided herein will be allowed by the DEPARTMENT, except to the extent provided by an instrument in writing signed by a duly authorized representative of the parties. Any Riders, Appendices, Attachments, and all other information attached to this agreement serve to supplement the terms and conditions of this agreement, and do not change or eliminate any provision of this agreement.

IN WITNESS WHEREOF the parties have executed this agreement.

AWARDING ENTITY

IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY.

Financial Officer

Signature

Title

Date

SUBRECIPIENT: City of Coeur d'Alene

Signature

Title

Date

Subrecipient Mailing Address:

Todd Feusier
710 E Mullan Ave
Coeur d'Alene ID 83814

DEQ Contact:

Carrie Champlin, Contracts Officer
1410 N. Hilton
Boise, ID 83706

Subrecipient Phone Number 208-769-2234

DEQ Phone Number 208-373-0502

Fiscal Codes - DEQ Use Only

PID	OBS	CA	SubObj	WP	BE	%	Grant	GT Begin	GT End
LMPI	1003	12244	7610	000NPR	00	100	91004P 00	7/1/2000	

PROGRAM SPECIFIC TERMS & CONDITIONS

Leading Idaho Subaward Program

DEQ Subrecipient: City of Coeur d'Alene

Project Title: Coeur d'Alene Stormwater Outfall Volume Reduction

I. INTRODUCTION

This agreement is between the Idaho Department of Environmental Quality (DEQ) through its authority granted under Title 39, Chapter 1, Idaho Code, and The City of Coeur d'Alene (Subrecipient) for performance as set forth in the approved Statement of Work, award conditions, and the Terms and Conditions as set forth below. This project is funded through Governor Little's Leading Idaho initiative as prioritized by the Coeur d'Alene Lake Advisory Committee.

II. PROGRAM GUIDANCE & ELIGIBILITY REQUIREMENTS

The Subrecipient shall perform the services set forth in the approved Statement of Work. All activities covered under this agreement shall be consistent and comply with the Coeur d'Alene Lake Management Plan; Governor Brad Little's Proclamation establishing the Coeur d'Alene Lake Advisory Committee, dated August 20, 2021; and federal and state laws.

III. PROJECT STATEMENT OF WORK

The Statement of Work form submitted by the Subrecipient and approved by DEQ is incorporated into this subaward agreement.

IV. PROJECT MANAGEMENT

a. Time of Performance:

Under this agreement the Subrecipient may commence work when signatures from persons with authority from both the Subrecipient and DEQ to enter into this agreement are executed and will follow the implementation schedule found in the Statement of Work. Where project implementation occurs on private land, access agreements shall include provisions for maintenance of the project for a minimum of 10 years.

b. Implementation Schedule:

Unless amended by mutual written agreement by both parties, the Subrecipient will perform the described tasks and implementation schedule contained in the Statement of Work.

c. Performance Monitoring:

DEQ will monitor the performance of the Subrecipient against approved Statement of Work. DEQ may terminate the agreement for failure to ensure reasonable completion of the project within the project period and in accordance with the implementation schedule referenced herein. The Subrecipient shall consult with DEQ when conceptual project designs and final engineering designs are completed and prior to actual implementation. DEQ will perform site visits and assess project implementation at least once during project implementation and upon project completion, at a minimum, and/or upon completion of significant milestones. The Subrecipient and DEQ will coordinate on scheduling of milestones and periodic review of report development upon initiation of subaward agreement. The Subrecipient and DEQ will meet according to this schedule throughout the project implementation. Additional site visits may be necessary and will be coordinated between DEQ and the Subrecipient.

d. Property Access:

The Subrecipient shall allow access to DEQ at all reasonable times, in conformance with Idaho Code 39-108(2)(b), and shall enter into access agreements with the owners of the property where the project is occurring, where applicable. These access agreements shall ensure the ability of both the Subrecipient and DEQ to enter onto the property to inspect the status of the project and to allow for maintenance inspection.

V. PROJECT BUDGET

The total project cost of performing work under this agreement is \$745,000; and the total reimbursable, not to exceed cost is \$695,000, as specified in the budget table in the Statement of Work. Any amendments to this budget must be approved in writing by DEQ and the Subrecipient.

VI. BILLING PROCEDURES

a. Amount:

DEQ shall reimburse the Subrecipient in an amount not to exceed \$695,000 for costs related to the Coeur d'Alene Stormwater Outfall Volume Reduction Project, as outlined in the approved project Statement of Work included as part of this agreement.

b. Requests:

Subrecipient must utilize the invoice template attached with this agreement for all reimbursement requests. Invoices will be processed once DEQ has reviewed and approved of the activities included in the invoice, in accordance with approved

designs referenced in Performance Monitoring (IV.c) and the Statement of Work. DEQ shall reimburse the Subrecipient in an amount not to exceed \$695,000 for costs related to this agreement, as outlined in the approved Statement of Work. A final invoice must be submitted no later than sixty (60) days following the expiration date of the agreement, unless there is an amendment to the agreement signed by both parties, that changes the project timeline. Requests not received within this timeframe will not be honored and any remaining funds will be de-obligated.

Required Documentation and Reimbursements Requests:

The Subrecipient must submit requests for reimbursement to DEQ following delivery or receipt of any project supplies, equipment, or contracted services. Requests for reimbursement must include:

- Invoice:
 - Description and purpose of items/services purchased
 - Date of purchase
 - Cost of purchase
- Copy of receipt(s) for supplies, equipment, and contractual expenses.

c. Submission of Requests:

Reimbursement requests must be submitted electronically via email to the following recipients:

- DEQ Project Manager, Jamie Brunner at Jamie.Brunner@deq.idaho.gov
- DEQ Grants and Contracts Officer, Doug McRoberts at Douglas.Mcroberts@deq.idaho.gov
- AccountsReceivable@deq.idaho.gov

VII. REPORTING REQUIREMENTS

a. Reports:

- i. The Subrecipient must submit a final report no later than sixty (60) days following the expiration date of the agreement. The report must convey information about the project, its success or failure, and the way in which grant funds were spent.
- ii. The Subrecipient should present a project summary, including background information, water quality data and trends (where applicable) and other supporting information to describe and document the accomplishments and milestones reached. The final report should not be written as an afterthought. Rather, it should be integrated from start to finish into the planning, coordination, and implementation aspects of the project. Data, photographs, maps, and other required elements of the report are collected most efficiently while the project is underway. DEQ will coordinate with

the Subrecipient to review report status and content throughout project implementation.

- iii. As an example, the suggested format for Surface Water/Watershed Projects includes the following: Introduction; Project Goals, Objectives and Activities (including: (1) planned and actual milestone dates and completion dates; (2) evaluation of goal achievement; and (3) any supplemental information); Best Management Practices Applied or Developed; Monitoring Results (including: (1) BMP Effectiveness; (2) Surface Water Improvements; including load reduction estimates (3) Ground Water Improvements; and (4) Other Monitoring); Coordination with Other Agencies; Public Involvement (including a description of other sources of project funding); Difficult Aspects of the Project; Future Activity Recommendations; Literature Cited; List of Tables; List of Figures; Appendices.

b. Report Submission:

- i. All reports should be submitted electronically via email to the following recipients:
 - Project Manager: Jamie Brunner (Jamie.Brunner@deq.idaho.gov)
 - Grants and Contracts Officer: Doug McRoberts(Douglas.Mcroberts@deq.idaho.gov)
- ii. Questions regarding reporting requirements may be directed to the DEQ Grant and Contracts Officer:

Doug McRoberts
DEQ State Office
1410 N. Hilton
Boise, ID 83702
Phone: (208) 373-0292
Email: Douglas.Mcroberts@deq.idaho.gov

VIII. GENERAL LIABILITY INSURANCE

The Subrecipient shall not commence work under this agreement until it obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to DEQ. All insurance policies and certificates must be signed copies. After work commences, the Subrecipient must keep in force all required insurance until the agreement is terminated or closed.

The Subrecipient shall carry and maintain the sufficient insurance applicable to the subrecipient's 501(c)(3) status, protecting it and the State of Idaho from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under this agreement whether such operations are by themselves or by anyone directly or indirectly employed by either of them.

The Subrecipient shall provide General Liability coverage for all of its employees involved in the performance of this agreement. The Subrecipient shall maintain employer's liability. The employer's liability shall have limits not less than \$100,000 each accident for bodily insurance by accident or \$100,000 each employee for bodily injury by disease.

The Subrecipient shall ensure that should any of the above-described insurance policies be cancelled before the expiration date thereof, or if there is a material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s), that written notice will be delivered to DEQ.

IX. RECORD RETENTION REQUIREMENTS & ACCESS

The Subrecipient shall retain all financial records, supporting documents, statistical records and all other records pertinent to this agreement and its associated project(s) for a minimum of three (3) years from the date of payment of final invoice or from the date of the publication and approval of the final report, whichever is later.

If any litigation, claim, or audit is initiated prior to the expiration of the three (3) year period, the Subrecipient shall retain the records until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

The Subrecipient agrees to provide the DEQ Director, or his/her authorized agents, access to all files, records, accountings and books relating to the management and accountability of this subaward.

X. SUBAWARD CLOSEOUT INSTRUCTIONS

This subaward will be considered closed once the Subrecipient submits all invoices, reports, and any other requested documentation to DEQ, AND these documents have been paid/approved by DEQ. This includes the final invoice and the final report.

Independence Pt Project

Use Method #2 (insert info into orange squares)

Estimate = 235 ± 115 lbs TP /yr

City estimates 130 - 400 lbs TP/yr (~265 lbs TP/yr)

Method #1 = Calculate from Discharge Estimate

Concentration of Phosphorus in Stormwater (mg/L)

Minimum =		mg/L
Average =		mg/L
Maximum =		mg/L

Note, can assume CDA and Post Falls stormwater data if no other data exists.

CDA stormwater total P concentration = 0.08 - 1.1 mg/L

Post Falls stormwater total P concentration = 0.01 - 1.6 mg/L (average = 0.4 mg/L)

ITD stormwater total P concentration = 0.05 - 2.3 mg/L (average = 0.12 mg/L) @ French Gulch

Annual Volume of Stormwater Treated -- PICK ONE

Estimate in gallons/yr		
Minimum =		gal/yr
Average =		gal/yr
Maximum =		gal/yr

Estimate in liters / yr		
Minimum =		L/yr
Average =		L/yr
Maximum =		L/yr

Value in L / yr		
Minimum =	0	L/yr
Average =	0	L/yr
Maximum =	0	L/yr

Current Annual Load of Stormwater Treated -- CALCULATE OR ENTER MANUALLY

Estimate in lbs/yr		
Minimum =	0	lbs/yr
Average =	0	lbs/yr
Maximum =	0	lbs/yr

Estimate in kg / yr		
Minimum =	0	kg/yr
Average =	0	kg/yr
Maximum =	0	kg/yr

Value in kg / yr		
Minimum =	0	kg/yr
Average =	0	kg/yr
Maximum =	0	kg/yr

Post Falls data has a volume-normalized P-load of (1.2 - 7.0) x10-4 lbs TP / yr / gallon discharge.

Average = 3.7 x10-4 lbs TP / yr / gallon discharge.

Median = 4.1 x10-4 lbs TP / yr / gallon discharge.

Estimated Percent Reduction in Annual Phosphorus Load

50%

If not given, this can be estimated from a %reduction in either volume or concentration, or a combo of both

Estimated Percentage of Current Stormwater that Reaches the Lake

50%

Note, this assumption is just a placeholder.

Phosphorus Load Reduction to Lake by Stormwater System

Minimum =	0	lbs/yr
Average =	0	lbs/yr
Maximum =	0	lbs/yr

Minimum =	0.0	kg/yr
Average =	0.0	kg/yr
Maximum =	0.0	kr/yr

Value in kg / yr		
Minimum =	0	kg/yr
Average =	0	kg/yr
Maximum =	0	kg/yr

Minimum =	0	lbs/yr
Average =	0	lbs/yr
Maximum =	0	lbs/yr

Estimated annual P- yield for DEVELOPED CDA lake watersheds is ~10 - 30 kg / km2 (~0.1 - 0.3 lb/acre)

From City of CDA application, stormwater P-yield is typically ~1 - 3 lb/acre (avg ~110 - 340 kg/km2).

City of CDA cites the State of Minnesota Stormwater Manual

Method #2 = From Drainage Area and Current Phosphorus Yield

Current Area Yield of Phosphorus (lb/acre)

Minimum =	1.0	lbs/acre
Average =	2.0	lbs/acre
Maximum =	3.0	lbs/acre

Minimum =	113	kg/km2
Average =	227	kg/km2
Maximum =	340	kg/km2

Area Drained by Stormwater Improvement

131 acres

0.5 km2

Estimated Annual Percent Load Reduction by Stormwater Improvement

90%

City proposes to filter through a sequence of sand and compost medium

Should eliminate particulate-P, but may let dissolved-P through. Likely will not over-flow.

Assume performance is equivalent to septic tank uptake.

Phosphorus Reduction by Stormwater System

Minimum =	118	lbs/yr
Average =	236	lbs/yr
Maximum =	354	lbs/yr

Minimum =	53.4	kg/yr
Average =	106.8	kg/yr
Maximum =	160.2	kr/yr

Estimated Percentage of Current Stormwater that Reaches the Lake

100%

Currently discharges directly to CDA Lake via pipe at Sanders Beach

Phosphorus Load Reduction to Lake by Stormwater System

Minimum =	118	lbs/yr
Average =	236	lbs/yr
Maximum =	354	lbs/yr

Minimum =	53.4	kg/yr
Average =	106.8	kg/yr
Maximum =	160.2	kr/yr

Minimum =	117	lbs/yr
Average =	235	lbs/yr
Maximum =	352	lbs/yr

Sanders Beach Project

Estimate = 140 ± 60 lbs TP /yr

Use Method #2 (insert info into orange sq) City estimates 76 - 228 lbs TP/yr (~150 lbs TP/yr)

Method #1 = Calculate from Discharge Estimate

Concentration of Phosphorus in Stormwater (mg/L)

Minimum =		mg/L
Average =		mg/L
Maximum =		mg/L

Note, can assume CDA and Post Falls stormwater data if no other data exists.

CDA stormwater total P concentration = 0.08 - 1.1 mg/L

Post Falls stormwater total P concentration = 0.01 - 1.6 mg/L (average = 0.4 mg/L)

ITD stormwater total P concentration = 0.05 - 2.3 mg/L (average = 0.12 mg/L) @ French Gulch

Annual Volume of Stormwater Treated -- PICK ONE

Estimate in gallons/yr		
Minimum =		gal/yr
Average =		gal/yr
Maximum =		gal/yr

Estimate in liters / yr		
Minimum =		L/yr
Average =		L/yr
Maximum =		L/yr

Value in L / yr		
Minimum =	0	L/yr
Average =	0	L/yr
Maximum =	0	L/yr

Current Annual Load of Stormwater Treated -- CALCULATE OR ENTER MANUALLY

Estimate in lbs/yr		
Minimum =	0	lbs/yr
Average =	0	lbs/yr
Maximum =	0	lbs/yr

Estimate in kg / yr		
Minimum =	0	kg/yr
Average =	0	kg/yr
Maximum =	0	kg/yr

Value in kg / yr		
Minimum =	0	kg/yr
Average =	0	kg/yr
Maximum =	0	kg/yr

Post Falls data has a volume-normalized P-load of (1.2 - 7.0) x10⁻⁴ lbs TP / yr / gallon discharge.

Average = 3.7 x10⁻⁴ lbs TP / yr / gallon disch. Median = 4.1 x10⁻⁴ lbs TP / yr / gallon discharge.

Estimated Percent Reduction in Annual Phosphorus Load

50%

If not given, this can be estimated from a %reduction in either volume or concentration, or a combo of both

Estimated Percentage of Current Stormwater that Reaches the Lake

50%

Note, this assumption is just a placeholder.

Phosphorus Load Reduction to Lake by Stormwater System

Minimum =	0	lbs/yr
Average =	0	lbs/yr
Maximum =	0	lbs/yr

Minimum =	0.0	kg/yr
Average =	0.0	kg/yr
Maximum =	0.0	kr/yr

Value in kg / yr		
Minimum =	0	kg/yr
Average =	0	kg/yr
Maximum =	0	kg/yr

Minimum =	0	lbs/yr
Average =	0	lbs/yr
Maximum =	0	lbs/yr

Estimated annual P- yield for DEVELOPED CDA lake watersheds is ~10 - 30 kg / km2 (~0.1 - 0.3 lb/acre)

From City of CDA application, stormwater P-yield is typically ~1 - 3 lb/acre (avg ~110 - 340 kg/km2).

City of CDA cites the State of Minnesota Stormwater Manual

Method #2 = From Drainage Area and Current Phosphorus Yield

Current Area Yield of Phosphorus (lb/acre)

Minimum =	1.0	lbs/acre
Average =	2.0	lbs/acre
Maximum =	3.0	lbs/acre

Minimum =	113	kg/km2
Average =	227	kg/km2
Maximum =	340	kg/km2

Area Drained by Stormwater Improvement

76 acres

0.3 km2

Estimated Annual Percent Load Reduction by Stormwater Improvement

90%

City proposes to filter through a sand and compost medium

Should eliminate particulate-P, but may let dissolved-P through. Is allowed to over-flow

Assume performance is equivalent to septic tank uptake.

Phosphorus Reduction by Stormwater System

Minimum =	68	lbs/yr
Average =	137	lbs/yr
Maximum =	205	lbs/yr

Minimum =	31.0	kg/yr
Average =	62.0	kg/yr
Maximum =	93.0	kr/yr

Estimated Percentage of Current Stormwater that Reaches the Lake

100%

Currently discharges directly to CDA Lake via pipe at Sanders Beach

Phosphorus Load Reduction to Lake by Stormwater System

Minimum =	68	lbs/yr
Average =	137	lbs/yr
Maximum =	205	lbs/yr

Minimum =	31.0	kg/yr
Average =	62.0	kg/yr
Maximum =	93.0	kr/yr

Minimum =	68	lbs/yr
Average =	136	lbs/yr
Maximum =	205	lbs/yr

Mullan Outfall Project

Estimate = 20 ± 10 lbs TP /yr

Use Method #2 (insert info into orange : City estimates 12 - 38 lbs TP/yr (~25 lbs TP/yr)

Estimated annual P- yield for DEVELOPED CDA lake watersheds is ~10 - 30 kg / km² (~0.1 - 0.3 lb/acre)

From City of CDA application, stormwater P-yield is typically ~1 - 3 lb/acre (avg ~110 - 340 kg/km²).

City of CDA cites the State of Minnesota Stormwater Manual

Method #1 = Calculate from Discharge Estimate

Concentration of Phosphorus in Stormwater (mg/L)

Minimum =		mg/L
Average =		mg/L
Maximum =		mg/L

Note, can assume CDA and Post Falls stormwater data if no other data exists.

CDA stormwater total P concentration = 0.08 - 1.1 mg/L

Post Falls stormwater total P concentration = 0.01 - 1.6 mg/L (average = 0.4 mg/L)

ITD stormwater total P concentration = 0.05 - 2.3 mg/L (average = 0.12 mg/L) @ French Gulch

Current Area Yield of Phosphorus (lb/acre)

Minimum =	1.0	lbs/acre
Average =	2.0	lbs/acre
Maximum =	3.0	lbs/acre

Minimum =	113	kg/km ²
Average =	227	kg/km ²
Maximum =	340	kg/km ²

Annual Volume of Stormwater Treated -- PICK ONE

Estimate in gallons/yr	
Minimum =	gal/yr
Average =	gal/yr
Maximum =	gal/yr

Estimate in liters / yr	
Minimum =	L/yr
Average =	L/yr
Maximum =	L/yr

Value in L / yr	
Minimum =	L/yr
Average =	L/yr
Maximum =	L/yr

Area Drained by Stormwater Improvement

13 acres

0.1 km²

Estimated Annual Percent Load Reduction by Stormwater Improvement

90%

City proposes to build a vegetated swale

Should eliminate particulate-P, but may let dissolved-P through. Is allowed to over-flow

Assume performance is equivalent to septic tank uptake.

Current Annual Load of Stormwater Treated -- CALCULATE OR ENTER MANUALLY

Estimate in lbs/yr	
Minimum =	0 lbs/yr
Average =	0 lbs/yr
Maximum =	0 lbs/yr

Estimate in kg / yr	
Minimum =	0 kg/yr
Average =	0 kg/yr
Maximum =	0 kg/yr

Value in kg / yr	
Minimum =	0 kg/yr
Average =	0 kg/yr
Maximum =	0 kg/yr

Post Falls data has a volume-normalized P-load of (1.2 - 7.0) x10⁻⁴ lbs TP / yr / gallon discharge.

Average = 3.7 x10⁻⁴ lbs TP / yr / gallon disci Median = 4.1 x10⁻⁴ lbs TP / yr / gallon discharge.

Phosphorus Reduction by Stormwater System

Minimum =	11	lbs/yr
Average =	23	lbs/yr
Maximum =	34	lbs/yr

Minimum =	5.2	kg/yr
Average =	10.4	kg/yr
Maximum =	15.5	kr/yr

Estimated Percent Reduction in Annual Phosphorus Load

50%

If not given, this can be estimated from a %reduction in either volume or concentration, or a combo of

Estimated Percentage of Current Stormwater that Reaches the Lake

100%

Currently discharges to a stormwater pipe into Fernan Creek @ CDA Golf Course

Estimated Percentage of Current Stormwater that Reaches the Lake

50%

Note, this assumption is just a placeholder.

Phosphorus Load Reduction to Lake by Stormwater System

Minimum =	11	lbs/yr
Average =	23	lbs/yr
Maximum =	34	lbs/yr

Minimum =	5.2	kg/yr
Average =	10.4	kg/yr
Maximum =	15.5	kr/yr

Phosphorus Load Reduction to Lake by Stormwater System

Minimum =	0	lbs/yr
Average =	0	lbs/yr
Maximum =	0	lbs/yr

Minimum =	0.0	kg/yr
Average =	0.0	kg/yr
Maximum =	0.0	kr/yr

Value in kg / yr	
Minimum =	0 kg/yr
Average =	0 kg/yr
Maximum =	0 kg/yr

Minimum = 0 lbs/yr
Average = 0 lbs/yr
Maximum = 0 lbs/yr

Minimum = 11 lbs/yr
Average = 23 lbs/yr
Maximum = 34 lbs/yr



2021/2022 Leading Idaho Project Statement of Work

Project Name:

Date:

Project Sponsor

Organization Name:

Organization Phone:

Organization Email:

Confirm Email address:

Organization Address:

City:

State:

Postal Code:

Duns #

Tax ID #

Professional Liability #

Work Comp policy #

Project Admin:

Name with Signing Authority:

Project Field Officer:

Field Officer Phone:

Project Location

Project Site Description. Include such things as proximity to Coeur d'Alene Lake or it's tributaries, discharge point, vegetation, landmarks, and unique features.

Project Description

Project Description: What is the goal of the project? Describe how the project will reduce phosphorus loads to Coeur d'Alene Lake (or tributaries draining to the lake).
(3,000 character maximum in this field; see next page for continued project description.)

Project Description Continued ...

(2,500 maximum characters for this field; this is the final description field. If your project description exceeds the allotted three fields, submit an attachment with this application.)

Pollutant Load Reduction

Estimate the annual phosphorus load reduction (in pounds) that will be a result of this project, including a description of calculation method and any appropriate references. Attach any appropriate supporting documents.

Budget Category Narrative

Provide a budget narrative to the following budget categories:

Personnel

Travel

Supplies

Equipment

Contractual

Project Tasks and Work Plan with Budget Justification and Schedule

List tasks that will be required to complete the project. Provide task name, description that supports the budget funds, start and end dates, and deliverables. If more than six tasks, provide an additional document.

Task 1

Task Name:

Start Date:

Task Description and Deliverables (1,500 character maximum)

End Date:

Task 2

Task Name:

Start Date:

Task Description and Deliverables (1,500 character maximum)

End Date:

Task 3

Task Name:

Start Date:

Task Description and Deliverables (1,500 character maximum)

End Date:

Task 4

Task Name:

Start Date:

Task Description and Deliverables (1,500 character maximum)

End Date:

Task 5

Task Name:

Start Date:

Task Description and Deliverables (1,500 character maximum)

End Date:

Task 6

Task Name:

Start Date:

Task Description and Deliverables (1,500 character maximum)

End Date:

Budget Summary

- All costs in the budget must be identified with an activity in a work plan task identified above.
- Submit the completed application and budget to: jamie.brunner@deq.idaho.gov

Budget Line Item	LI Funding	Other Funding Source(s)/Match	Total
Salaries/Fringe	\$0	\$0	\$0
Travel	\$0	\$0	\$0
Supplies	\$0	\$0	\$0
Equipment	\$0	\$0	\$0
Contractual			
Monitoring	\$0	\$0	\$0
Other	\$0	\$0	\$0
Indirect	\$0	\$0	\$0
Total	\$0	\$0	\$0

Estimated Total Project Funding

Provide a total cost estimate of the project in terms of match contributions and Leading Idaho funds. **The estimated project costs should match the values used in the Budget Summary.**

Estimated Total Cost:

Estimated Match Funds:

Estimated Leading Idaho Funds:

Enter all sources of match:

Match Source	Match Type	Match Amount

Budget Category Definitions and Requirements	
Match	Match is not required to receive Leading Idaho funding. However, if cash or in-kind match was included in pre-application materials, it must be included in the Statement of Work and accounted for through invoicing and final reporting.
Administrative Personnel Costs (nonproject specific)	Costs are not to exceed 10% of the grant award. These are costs in the form of salaries, overhead, or indirect costs for services provided and charged against activities and programs carried out with the grant.
Project-Specific Personnel Cost	Include compensation and fringe benefits provided to an employee for work completed in exclusive support of a project. Salaries paid to personnel that are hired to work exclusively on one project are project specific costs.
Fringe Benefits	Employee benefits compensation including insurance, workers compensation, retirement, and other fringe benefit costs.
Travel	Describe why the travel is needed and include mileage. Also, use this category to enter other travel-related expenses, such as meals, lodging, parking fees, etc.
Supplies	Materials and items used solely for the project and/or does not have a useful life beyond the project including paper, office supplies, project materials (including riparian plants), etc, or items with a useful life of more than one year with a cost less than \$5,000.
Equipment	Tangible items with a useful life of more than 1 year or a useful life beyond the project with a value over \$5,000.
Other	Items not identified in any other budget category. This can include renting, leasing, and operating equipment.
Contractual	Costs for assigning part of the obligations and tasks under a contract to another party.
Monitoring + Outreach/Education	The cost for monitoring + outreach and education are only required if included in the pre-application for LI.

STAFF REPORT

DATE: FEBRUARY 1, 2022
FROM: TROY TYMESEN, CITY ADMINISTRATOR
SUBJECT: IDAHO TRANSPORTATION DEPARTMENT MOU AND PRAIRIE TRAIL
TEMPORARY CLOSURE (*COUNCIL ACTION REQUIRED*)

DECISION POINTS:

1. Should Council co-sign, with ignite cda (ignite), a Memorandum of Understanding (MOU) with the Idaho Transportation Department (ITD) to partner with ignite to haul Atlas' Mt. Hink into ITD's pit on Ramsey Road?
2. Should Council partner with ignite to temporarily close the Prairie Trail (mid-February to June 1) from the Atlas site to Golf Course Road to permit ignite's contractor to more cost effectively haul Mt. Hink to the Ramsey Pit?

HISTORY:

After purchasing it, the City of Coeur d'Alene (City) transferred the Atlas Mill site, and later the "triangle parcel," to ignite with the request to develop the site in a manner that would result in: 1. Reimbursing the City for its land purchase costs; and 2. Developing the project in a manner that maximizes the benefit to all citizens.

Ignite has certainly achieved item #2 with the Atlas Waterfront Park and my recent review of ignite's Atlas proforma indicates ignite can achieve item #1 several years sooner than anticipated (the next 3-5 years instead of 8-10 years).

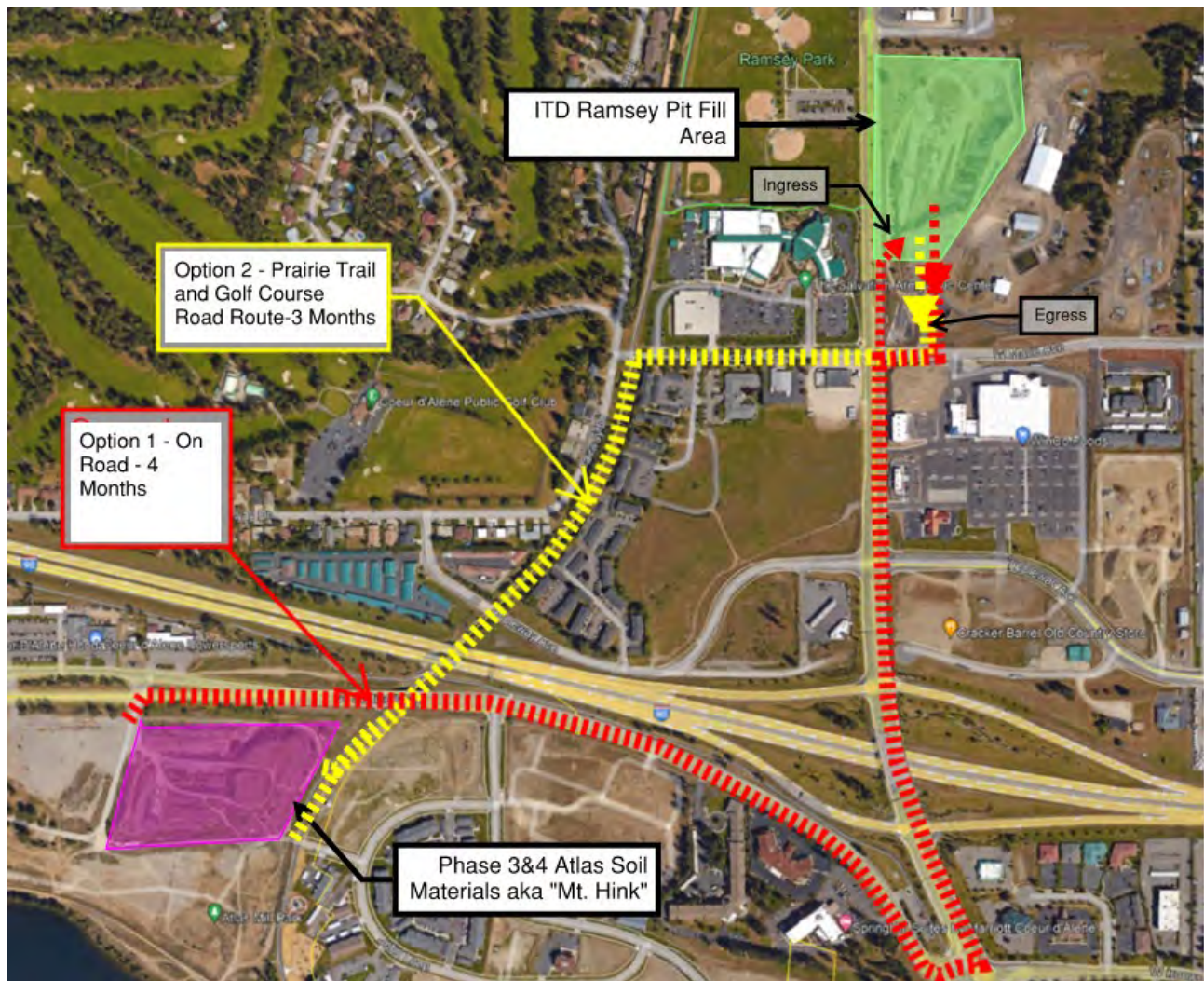
Ignite has recently developed a proposal to move the large dirt pile know as "Mt. Hink" from the Atlas site to ITD's pit on Ramsey Road. The Mt. Hink material will fill the pit up to within, approximately, 10 feet of the Ramsey Road elevation. While the filled pit will not be suitable for buildings, it would be ideal for outdoor recreation uses.

The City has informally discussed with ITD the feasibility of a State to City land transfer of the 13-acre pit site. ITD has informally suggested that if the City would solve ITD's large vehicle ingress issue, and fence the east boundary of the pit site, then ITD would be willing to consider transferring the 13 acres to the City.

The proposed ignite project will build a temporary right turn off Ramsey Road into the pit to minimize traffic impacts during the hauling operation. This temporary right turn could be turned into a permanent right turn for ITD's use. If the City acquires the 13-acre site, the right turn could be converted to a right in/right out that would serve both ITD uses and future City uses.

City leadership has informally explored potential outdoor recreational uses, including either natural or artificial turf fields, and potential partnerships with our neighbor and long-time partner, the Kroc Center.

Ignite has evaluated two options for hauling Mt. Hink to the Ramsey Pit, shown below.



Option 1 – the red route uses 20 on-road dump trucks using Seltice Way, Northwest Blvd., and Ramsey Road, and will take approximately four-months to complete, working 7:00 am to 7:00 pm, up to six-days per week, or 5:00 am to 9:00 pm, five-days per week.

Option 2 – the yellow route uses six (6) on-road dump trucks and six (6) off-road dump trucks, equivalent to three (3) on-road trucks, and the Prairie Trail, Golf Course Road route to haul the material, saving a month and decreasing the cost by approximately \$1,000,000. Option 2 would require a complete closure of the Prairie Trail from Atlas to Golf Course Road. Ignite would rebuild the Prairie Trail and Golf Course Road after the project. The Centennial Trail along I-90 would need to also be closed at Atlas Road.

If the City elects to not partner with ignite to haul Mt. Hink to the Ramsey Pit, ignite intends to process the Mt. Hink into topsoil and rock, and sell or give away the material. The sawdust/bark would also be sold or given away. This process will likely take an estimated three-to-five years and reduce Mt. Hink to a reasonable height to be converted into outdoor recreation space, as originally planned in the 2018 Atlas Masterplan.

FINANCIAL ANALYSIS:

No City funds are required for this project.

The City will incur an estimated \$100,000 cost if the City elects to convert ignite's temporary Ramsey Pit ingress to a permanent ingress to facilitate the land transfer from ITD to the City.

PERFORMANCE ANALYSIS:

- Option 1 – on-road
Adding approximately 20 trucks per hour to five signalized intersections will have some impact to the traveling public, but not likely to the point to degrading the intersection level of service (LOS). Ignite will provide traffic control at the Ramsey/Marie Ave intersection if the hauling operation causes a LOS decrease.
- Option 2 – off-road
Closing the Prairie Trail for three months will impact pedestrians and bicyclists. Completing the work early in 2022 will minimize impact. Ignite will provide traffic control at Golf Course Road and the trail intersection, and at Ramsey/Golf Course if the intersection LOS decreases.
- Removing Mt. Hink from the Atlas site will allow ignite to develop additional density that has an estimated tax increment value of \$5,700,000 over the next 15 years.
- Filling the Ramsey Pit and solving ITD's right turn problem off of Ramsey Road sets up the opportunity for the City to acquire a 13-acre parcel for future recreational uses.

DECISION POINT / RECOMMENDATION:

1. Council should co-sign the ITD MOU with ignite.
2. Council should partner with ignite to close the Prairie Trail for three months and use it and Golf Course Road as a haul route.



Mt. Hink to Ramsey Pit

February 1, 2022



The Fate of Mt. Hink

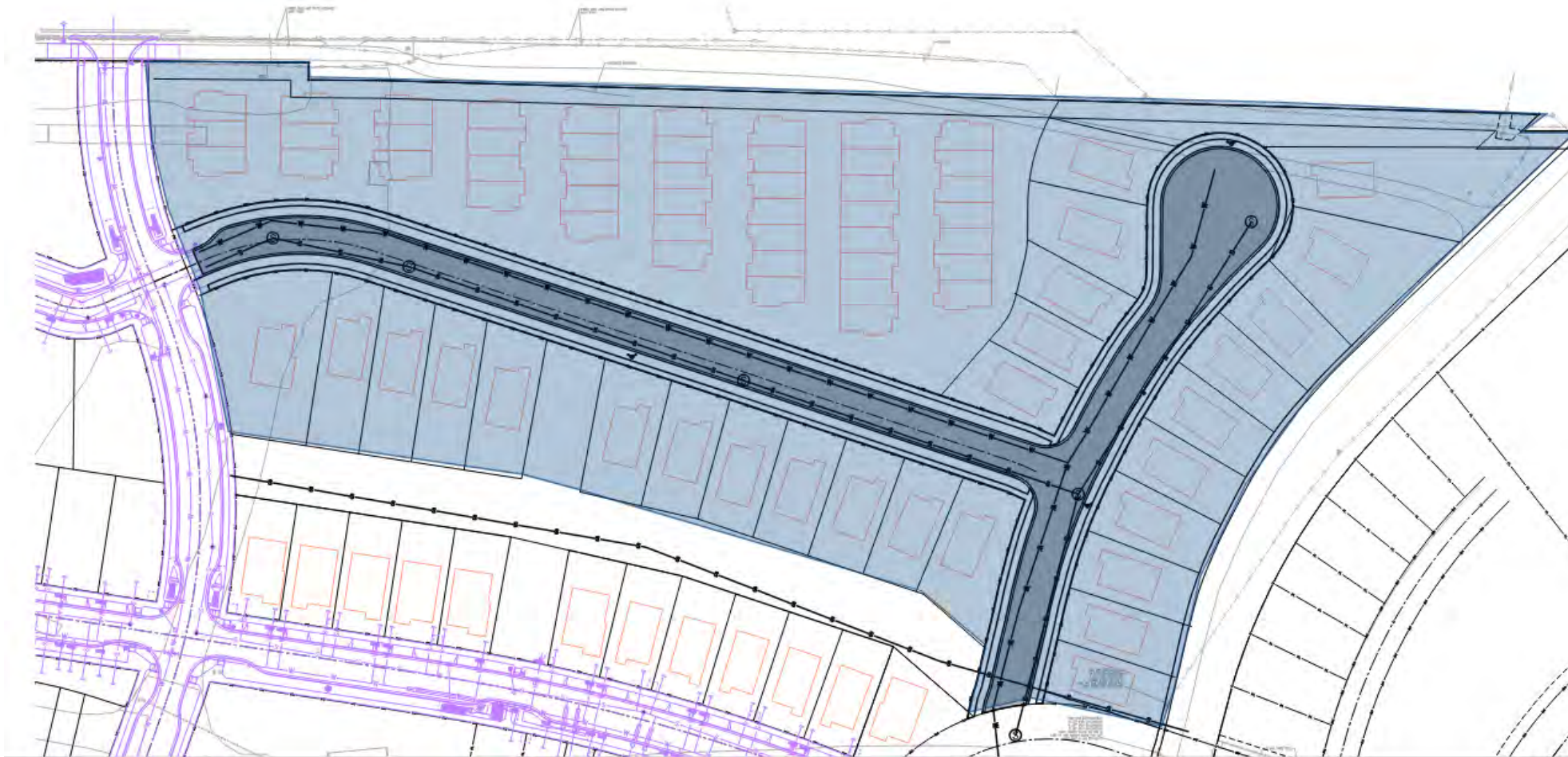




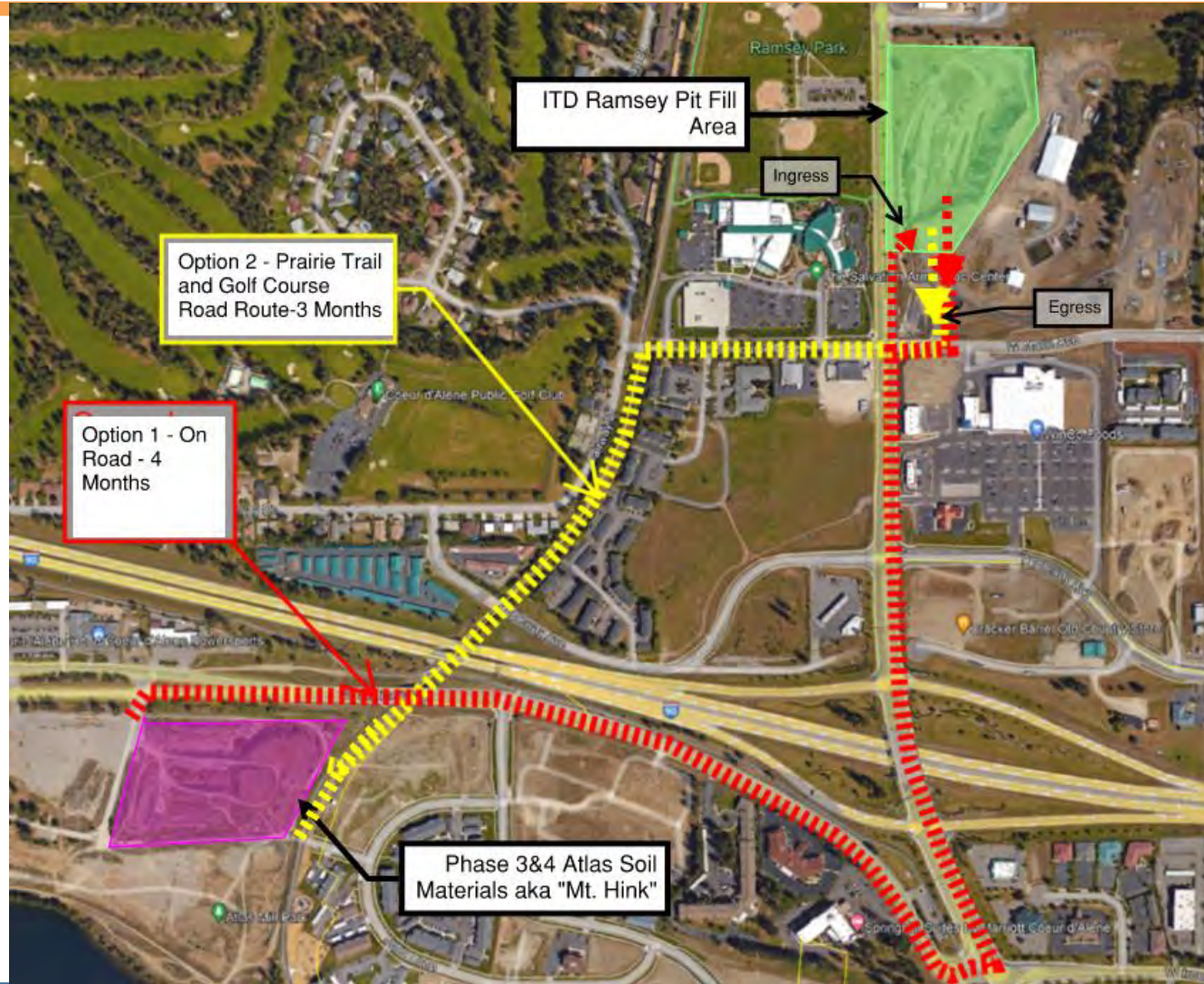
Phase 4 (aka Mt. Hink) Masterplan



Option 2: Mt. Hink goes away now to create more lots



Mt. Hink Haul Route Options to ITD's Ramsey Pit

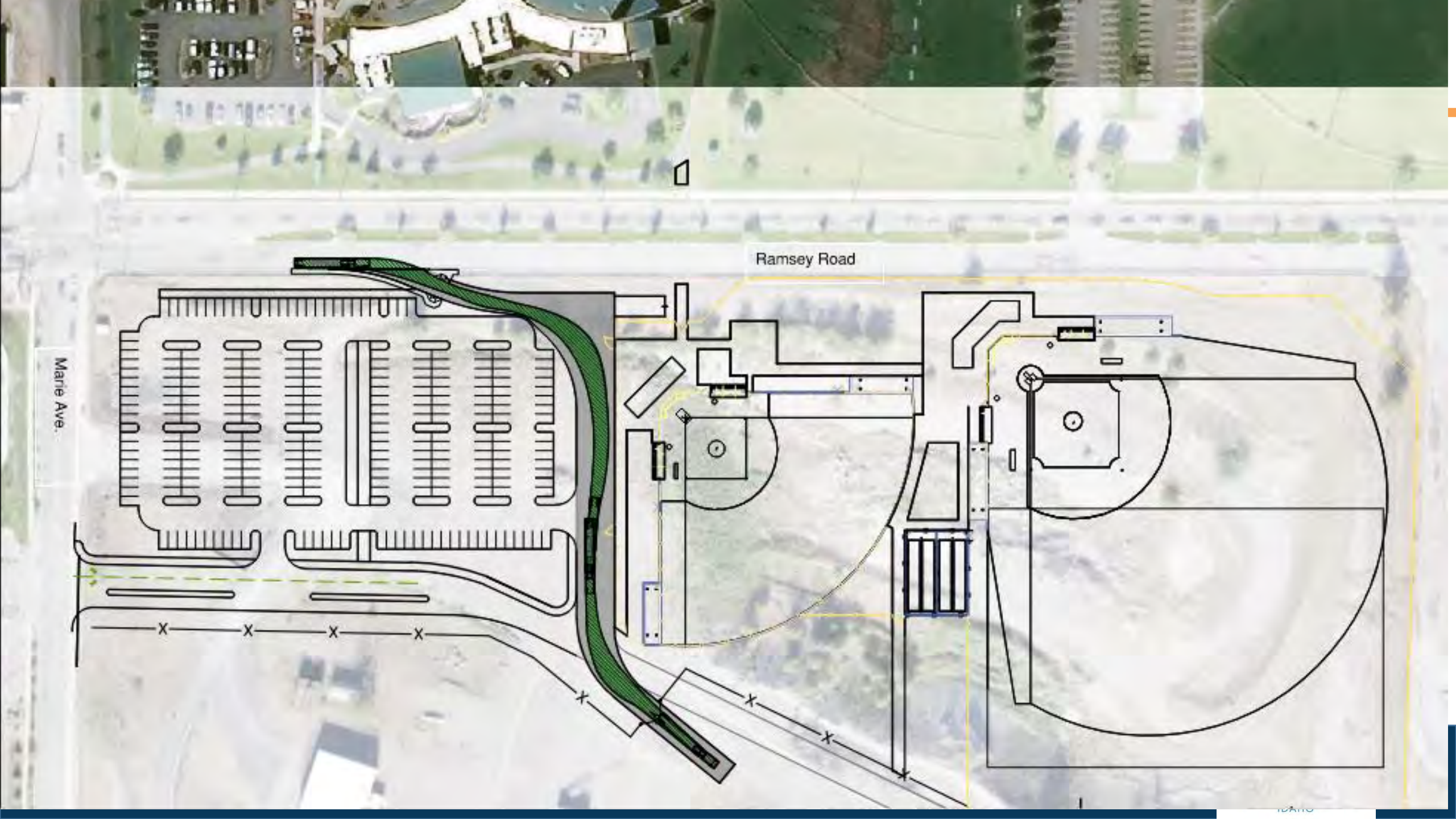






RAMSEY

W MARIE AV



Thank You.

RESOLUTION NO. 22-010

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH THE IDAHO TRANSPORTATION DEPARTMENT AND IGNITE CDA TO RELOCATE EXCESS SOIL MATERIALS AND SAWDUST FROM THE FORMER ATLAS MILL SITE TO ITD'S PIT ADJACENT TO RAMSEY ROAD IN ORDER TO ASSIST WITH THE REMEDIATION OF THE PIT, ENHANCE THE FORMER ATLAS MILL SITE FOR FURTHER DEVELOPMENT, AND TO FACILITATE FUTURE CIVIC USES AT THAT SITE.

WHEREAS, there is excess soil materials and sawdust on the former Atlas Mill site owned by ignite cda ("ignite") commonly known as "Mt. Hink;" and

WHEREAS, the Idaho Transportation Department ("ITD") owns property at 1475 W. Marie Ave., in Coeur d'Alene, Idaho, adjacent to Ramsey Road, which includes a deep pit resulting from ITD operations; and

WHEREAS, ignite is willing to relocate the excess soil materials and sawdust to the ITD property, which will assist ITD in the remediation of the site, enhance the former Atlas Mill site for further development, and create opportunities for future civic uses at the ITD site; and

WHEREAS, the City of Coeur d'Alene is willing to facilitate this project by assisting with traffic and transportation issues; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to execute a Memorandum of Understanding with the Idaho Transportation Department and ignite Coeur d'Alene, a copy of which is attached hereto as Exhibit "A" and by reference made a part hereof.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City execute a Memorandum of Understanding with ITD and ignite for the relocation of excess soil materials and sawdust from the former Atlas Mill property to the ITD pit adjacent to Ramsey Road 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 Memorandum of Understanding to the extent its substantive provisions remain intact.

BE IT FURTHER RESOLVED that the Mayor be and is hereby authorized to execute such Memorandum of Understanding on behalf of the City.

DATED this 1st day of February, 2022.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.

MEMORANDUM OF UNDERSTANDING
Between
THE IDAHO TRANSPORTATION DEPARTMENT
And
CITY OF COEUR D'ALENE
And
COEUR D' ALENE URBAN
RENEWAL AGENCY dba
IGNITE CDA

PURPOSE:

The purpose of this MOU is to define the conditions and specifications under which ITD will allow the City of Coeur d'Alene (City) and the Coeur d'Alene Urban Renewal Agency dba ignite cda (ignite) to place, compact and grade soil materials and sawdust, excavated from ignite's Atlas Property (Atlas Import Material) in to ITD's pit (ITD Pit) located at 1475 W Marie Ave, Coeur d'Alene, ID (Project). This MOU arrangement is necessary to set the stage for ignite to relocate Mt. Hink materials off of the Atlas project site while also helping to remediate the ITD pit to facilitate future civic uses as being pursued by the City and other community stakeholders

AUTHORITY:

Citation of the legal authority for the agreement including Sections 67-2326 through 67-2333 and 67- 2339, Idaho Code, and any other provisions of state or federal law or regulation directly pertaining to the memorandum.

RESPONSIBILITIES AND PROCEDURES:

- 1) ITD will:
 - a) Allow ignite and its agents to access to the fill site shown in Exhibit A including the ingress and egress routes, 24 hours per day between February 1, 2022 to August 1, 2022;
 - b) Timely review, comment and approve the Project plans and specifications within 10 business days of receipt.
 - c) Allow ignite to remove existing trees and other vegetation within the fill area shown in Exhibit A and allow ignite to complete, within Exhibit A Area, soil test holes soil sampling for characterization and contaminate testing and allow ignite to regrade the area in preparation to receive Atlas import material; and
 - d) Allow ignite to complete the work shown in the Project plans and specifications in accordance with the item 1)a) schedule.
- 2) City and Ignite will:
 - a) Follow ITD's Idaho Department of Lands (IDOL) reclamation plan MS-H-320, including amendments;
 - b) Prepare a geotechnical report investigating the existing ITD pit soils in the Exhibit A Area and develop a design for the Atlas Import Materials to minimize long term settlement;
 - c) Prepare plans and specifications for placing, compacting and grading Atlas Import Materials in the ITD pit;
 - d) Test the Atlas Import Materials for RCRA 8 Metals and petroleum products at a frequency of not less than every 50,000 CY using XFR and PID, respectively, field testing equipment;
 - e) Secure other necessary City of Coeur d'Alene (City) and State of Idaho (State) permits to complete the work;

- f) Coordinate site ingress and egress with ITD Operations. Install security fencing as shown in exhibit A to secure ITD's operations area. Ignite's anticipated minimum truck cycle time is one inbound and one outbound truck every five minutes; Priority ingress/egress will be given to ITD operations at all times.
- g) Prior to any work beginning, ignite will prepare a haul plan and traffic control plan to mitigate impacts on the traveling public. The haul and traffic control plan will be distributed in a press release describing the Project and potential traffic impacts.
- h) ignite will periodically post information on its website to update the Project progress and request the City similarly share information with the community;
- i) Ensure Atlas Import Materials are placed and compacted in accordance with the Project plans and specifications;
- j) Maintain on and off site controls including stormwater management, dust control and traffic control;
- k) Restore any damage to ITD's driveway approach, paved driveway or other ITD facilities damaged by ignite's operations;
- l) Pay all costs to ignite's agents associated with the Project and City and State permitting fees.

LIMITATIONS:

Nothing in this Memorandum of Understanding between ITD and ignite shall be construed as limiting or expanding the statutory or regulatory responsibilities of any involved individual in performing functions granted to them by law; or as requiring either entity to expend any sum in excess of its respective appropriation. Each and every provision of this memorandum is subject to the laws and regulations of the state of Idaho and of the United States.

Nothing in this Memorandum of Understanding shall be construed as expanding the liability of either party. In the event of a liability claim, each party shall defend their own interests. Neither party shall be required to provide indemnification of the other party.

EFFECTIVE DATE:

This Memorandum of Understanding shall become effective upon signature of the Director of ITD or delegate and the signing authority of City and ignite, whichever is most recent.

METHOD OF TERMINATION:

This Memorandum of Understanding shall remain in force unless formally terminated by either party after thirty (30) days written notice to the other party.

AMENDMENTS:

Amendments to this memorandum shall become effective upon mutual agreement and written approval by the Director of ITD or delegate and the signing authority of City and ignite.

SIGNATURES:

IDAHO TRANSPORTATION DEPARTMENT

By _____
Director or delegate

Date _____

COEUR D'ALENE URBAN RENEWAL AGENCY
dba IGNITE CDA

By _____

Date _____

(Title) _____

CITY OF COEUR D'ALENE

By _____

Date _____

Mayor

Exhibit A

