

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

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 agenda item 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 20, 2018

A. CALL TO ORDER/ROLL CALL

B. INVOCATION – Pastor Jim Williams with Emmanuel Baptist Church

C. PLEDGE OF ALLEGIANCE

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

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

1. Approval of Council Minutes for the February 6, 2018 Council Meeting.
2. Approval of Minutes from the February 12, 2018 Public Works Committee Meeting.
3. Approval of Bills as submitted and reviewed for accuracy by Finance Department
4. Approval of the Financial Report
5. Setting of Public Works and General Services Committee meetings for February 26, 2018 at 12:00 noon and 4:00 p.m. respectively
6. Setting of a Public Hearing for March 20, 2018 for 0-1-18: City Code Amendments to the Zoning Ordinance, Title 17, Subdivision Ordinance, Title 16, and Title 2, Administration and Personnel, Under Chapter 2.48 related to Planning Commission Membership.
7. Approval of Beer and Wine License change from consumed off premises to be consumed on premise, Coeur d'Alene Fresh, 317 E. Coeur d'Alene Avenue, Suite A.
As Recommended by the City Clerk
8. Approval of a Grant Deed for public Right-of-Way (Alley) from the Miller Development Group, LLC, Daniel Stubbs, Member, for the 819 E. Sherman Project.
As Recommended by the City Engineer

NOTE: The City will make reasonable accommodations for anyone attending this meeting who require special assistance for hearing, physical or other impairments. Please contact the City Clerk at (208) 769-2231 at least 24 hours in advance of the meeting date and time.

9. **Resolution No. 18-010 –**

- a. Approval of Agreement with Insituform Technologies, LLC, for the City of Coeur d'Alene Wastewater Utility's 2018 Cured-in-Place Pipe (CIPP) project
- b. Approval of Agreement with Specialty Pump Service, Inc., for the Landings Well Pump Rehabilitation project

As Recommended by the Public Works Committee

10. **Resolution No. 18-011 –** Authorizing An Agreement with the Idaho Transportation Department Establishing the Idaho Unified Certification Program for the Disadvantaged Business Enterprise Program in the State of Idaho

As Recommended by the City Clerk

11. **Resolution No. 18-012 -** Authorizing a continuation of the Agreement with EF Recovery, LLC, for the recovery of costs incurred for spills mitigation arising from motor vehicle accidents and other incidents

As Recommended by the Fire Department

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.)

G. ANNOUNCEMENTS

1. City Council

2. Mayor

- a. **Appointments:** Bruce Martinek to the Urban Forestry Committee; and Jef Lemmon and Jon Ingalls to the Design Review Commission

H. OTHER BUSINESS

1. **Resolution No. 18-013 -** Approval of Agreement with WM Welch Corporation for the Memorial Park Restroom and Picnic Shelter project

Staff Report by: Bill Greenwood, Parks and Recreation Director

2. Atlas Waterfront Project Opportunities

Presentation by: Troy Tymesen, City Administrator

I. ADJOURNMENT

This Council meeting is aired live on Time Warner Cable Channel 19 (CDATV).



Coeur d'Alene

CITY COUNCIL MEETING

February 20, 2018

MEMBERS OF THE CITY COUNCIL:

Steve Widmyer, Mayor

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

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

February 6, 2018

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

Steve Widmyer, Mayor

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

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

INVOCATION: Pastor Stuart Bryan with Trinity Church gave the invocation.

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

AMENDMENT: Motion by Miller seconded by McEvers to add an Executive Session to the agenda, pursuant to Idaho Code 74-206 (c), to acquire an interest in real property, which is not owned by a public agency. This item was not brought to the City's attention until after the agenda was prepared.

SKATE BOARD PARK UPDATE: Skate Park Association Representative Nathan Baker noted that they have a fundraiser event on February 17, 2018, 6:00 p.m. at the Coeur d'Alene Resort. He expressed appreciation to the City Council, ignite CDA, and the Parks Department for supporting the skate park project.

IGNITE CDA ANNUAL REPORT: Executive Director Tony Berns presented the history of the redevelopment agency and presented their geographical areas throughout town. He noted that the Lake District sunsets in four (4) years and that the River District sunsets in ten (10) years. He also said that Commissioners Denny Davis and Justin Druffel retired from the Board this year. He provided updates on the following projects: The Four Corners Master Plan, Higher Education Campus Initiative, Downtown Parking Facility, Atlas Mill Site, Re-development initiatives, Performing Arts Center Feasibility Study, Seltice Way Revitalization, Urban Land Institute (ULI) and CDA Downtown Association. Highlights for the year included \$1.5 Million in funding toward Memorial Field, \$5.4 Million in funding toward the higher education campus and \$2.5 Million toward the NICE facility within the corridor, \$7.3 Million in funding toward the parking garage project, \$558,000 in funding committed toward an infill project at Mullan

Avenue and 8th Street, and \$4.5 Million in funding toward Seltice Way revitalization. Mr. Berns reviewed the process of the reimbursement agreements, clarifying that the increased property taxes are used to pay back the infrastructure enhancements. He noted that ignite will continue to seek opportunities for public space development and job retention/creation.

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

1. Approval of Council Minutes for the January 16, 2018 Council Meeting.
2. Approval of Bills as submitted and reviewed for accuracy by Finance Department
3. Setting of Public Works and General Services Committee meetings for February 12, 2018 at 12:00 noon and 4:00 p.m. respectively
4. Amendment to the Final Plat for Park Drive Addition
5. **Resolution No. 18-005** - A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE ACCEPTANCE OF IMPROVEMENTS AND SECURITY, AND APPROVAL OF THE AGREEMENT FOR MAINTENANCE/WARRANTY WORK FOR PRAIRIE TRAILS (S-6-16).

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

PUBLIC COMMENTS:

Jesse Warburton, also known as Brother Music, noted that he addressed the City last month regarding amending the city's code to allow busking. Last Saturday he was playing music in the downtown area and was confronted by an officer who informed him that he was breaking the law by using amplification. He noted that he previously performed in Sandpoint and had a following, due to the City of Sandpoint's support of performing arts. Mayor Widmyer noted that at the last meeting Mr. Warburton was informed that amplified music was not allowed downtown and clarified that Mr. Warburton made the conscious choice to use amplified music thereafter. Therefore, the Police Officer was doing his job. Additionally, the Mayor noted that he was informed that the Arts Commission was going to take on the busking issue. Deputy City Administrator Sam Taylor confirmed that busking is not prohibited; however, amplified sound without a permit is. He noted that the Arts Commission has a sub-committee working on the topic of busking and will be in contact with stakeholders to build something that fits Coeur d'Alene.

COUNCIL ANNOUNCEMENTS:

Councilmember Miller reminded the Council that tomorrow the Atlas Core Vision Group meeting will take place at 5:30 p.m. in the Library Community Room. She noted that there will be continued updates to the city website at www.cdavid.org.

Mayor Widmyer requested confirmation of the following appointments: Jamie Lynn Morgan to the Pedestrian & Bicycle Advisory Committee; Virginia Tate to the Parks and Recreation Commission; and Bob Hallock and Keith Jones to the Urban Forestry Committee.

MOTION: Motion by Edinger, seconded by McEvers to approve the appointment of Jamie Lynn Morgan to the Pedestrian & Bicycle Advisory Committee; Virginia Tate to the Parks and Recreation Commission; and Bob Hallock and Keith Jones to the Urban Forestry Committee.
Motion carried.

RESOLUTION NO. 18-006

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO
AUTHORIZING THE CONTRACT FOR PAINTING THE INDUSTRIAL STANDPIPE.

STAFF REPORT: Assistant Water Superintendent Kyle Marine explained that the Industrial Standpipe was originally constructed in 2000 to provide enhanced storage capabilities for the Upper Pressure Zone to accommodate the city's growth in the Northwestern corridor. The new standpipe provided capacity in case of pump failure and adequate reserve storage to provide sufficient fire flow to the Upper Pressure Zone. The tank stands at approximately 154' tall to the center of the domed lid, reportedly one of the tallest in the world. The Standpipe was painted a light blue to effectively blend in with the natural surroundings. Since the original construction, cellular providers have installed communications equipment on the standpipe. They have also removed some equipment requiring paint repairs. Due to this and the natural deterioration of the coating, it is time to recoat the exterior of the facility. A previous robotic interior inspection confirmed that the interior coating is in prime condition. He noted that the Water Department received four bids for the Industrial Standpipe Recoating Project. The low bidder was United Paint Idaho, LLC at \$91,160.00. The line item budget amount for this project was provided at \$150,000.00.

DISCUSSION: Councilmember McEvers asked about the longevity of the paint. Mr. Marine noted that when the damage and condition of the tank takes on rust it requires timely repair. Councilmember Miller asked if they had a plan to prevent future damage from contractors and vandalism. Mr. Marine explained that the facility is fenced by chain link with additional coverage of barbed wire. Vandals must climb 40' to reach the tower and they are considering installing cameras.

MOTION: Motion by McEvers, seconded by Edinger to approve **Resolution No. 18-006**, approving Bid Award and an Agreement with United Painting Idaho, LLC. for the Industrial Standpipe Recoating Project.

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

RESOLUTION NO. 18-007

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO,
AUTHORIZING AN AGREEMENT WITH NORTH IDAHO COLLEGE CONCERNING
CERTAIN PROPERTY LEASED BY THE CITY FROM THE BUREAU OF LAND
MANAGEMENT, INCLUDING CONTRIBUTIONS FOR IMPROVEMENTS TO THE

LEASED PROPERTY AND FOR MEMORIAL FIELD, IN ACCORDANCE WITH THE FOUR CORNERS-BLM CORRIDOR MASTER PLAN.

STAFF REPORT: City Attorney Mike Gridley explained that the City and North Idaho College (NIC) have negotiated a proposed Agreement whereby NIC will contribute \$150,000 towards the renovation of Memorial Field and \$228,000 towards the demolition of the blue warehouse building and the construction of the Four Corners-Bureau of Land Management (BLM) Corridor Master Plan improvements between River Avenue and Hubbard Avenue. NIC has used Memorial Field for its softball program for many years and will continue to do so in the future. The City welcomes this continued use by NIC and the financial contribution it is making for the renovation of Memorial Field. The land between River Avenue and Hubbard Avenue that the City is leasing from BLM is adjacent to land owned by NIC. NIC is willing to contribute money to construct the trail and landscaping improvements as set out in the Four Corners-BLM Corridor Master Plan, as well as for the demolition of the blue warehouse building. The City is agreeing to work with NIC, and BLM and Congress to allow NIC to use the property as long as the use is consistent with the BLM Lease and the Recreation and Public Purposes Act. This would include waiving setback requirements if need be. He noted that the contributions from NIC will help fund the renovation to Memorial Field and will also pay for the public improvements between River Avenue and Hubbard Avenue. This will substantially minimize the City's financial burden for the renovation and improvements.

DISCUSSION: Mayor Widmyer asked about the rules set forth in the BLM Lease regarding the master plan, which says it must be used for outdoor recreational use. Mr. Gridley confirmed the restriction would remain on the property unless Congress deems otherwise, or the City pays fair market value of the land to the federal government. Councilmember Gookin asked if the land were to be conveyed back to the City could Congress or the City limit the restrictions. Mr. Gridley explain that in his recent discussions with federal government representatives, it was noted that Congress would be cautious about giving the land without a specific purpose not related to recreation. He clarified that the Council could place restrictions on the property if the property were transferred from the Federal government. Councilmember Gookin asked if the wording in the Agreement would currently transfer the property to NIC. Mr. Gridley noted that the City does not have the authority to convey the property and that he understands that the college wants to continue to have the land as a buffer. Councilmember Evans asked for confirmation that the trail will remain protected. Mr. Gridley confirmed the trail would remain and would be protected. Councilmember McEvers asked if the City would continue to maintain the property. Mr. Gridley confirmed that it is the Parks Department's intent to continue maintenance as it is a low impact parcel. Councilmember Evans asked if the land has been appraised. Mr. Gridley explained that the only value to the land is as open space due to restrictions. Councilmember English felt that the terms make sense to each party and the bonus is that improvements to the area can continue.

MOTION: Motion by Edinger, seconded by English to approve **Resolution No. 18-007**, approving an Agreement with North Idaho College for Memorial Field and the Four Corners BLM Master Plan.

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

RESOLUTION NO. 18-008

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING AN IDAHO TRANSPORTATION DEPARTMENT LOCAL PROFESSIONAL SERVICES AGREEMENT WITH J-U-B ENGINEERS, INC., FOR CONSTRUCTION ENGINEERING, INSPECTION, AND SAMPLING (CEI&S) SERVICES FOR THE GOVERNMENT WAY CONSTRUCTION PROJECT FROM HANLEY AVENUE TO PRAIRIE AVENUE.

STAFF REPORT: City Engineer Chris Bosley noted that the contract for reconstruction of Government Way, Hanley Ave to Prairie Ave has been awarded to Apollo, Inc. as part of a Federal Aid project, which began in 2011. Reconstruction is scheduled to begin April 2, 2018. A construction engineering, inspection, and sampling (CE&I) firm is required to manage and inspect the construction. J-U-B Engineers was selected through the Request for Proposals (RFP) process, administered by the Local Highway Technical Assistance Council (LHTAC). He explained that the estimated match amount for construction, including CE&I services, has already been paid to the State, and this agreement is a formality of the previously agreed-upon project.

DISCUSSION: Councilmember McEvers asked if JUB also conducted the design work. Mr. Bosley noted that Welch Comer did the design work.

MOTION: Motion by McEvers, seconded by Gookin to approve **Resolution No. 18-008**, approving an Agreement with JUB Engineers, Inc. for construction engineering and inspection services during the Government Way – Hanley Avenue to Prairie Avenue Project.

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

AUTHORIZATION FOR GRANT SUBMITTAL TO THE IDAHO OFFICE OF HIGHWAY SAFETY FOR TRAFFIC/DUI ENFORCEMENT OFFICER FUNDING

STAFF REPORT: Police Chief Lee White explained that in 2017, Patrol responded to 678 calls for service related to DUI offenses, and arrested 388 people for DUI. The average blood alcohol content of those arrested was .178, which is over double the legal limit. Of those 388 arrests, 22.17 % of those individuals arrested, (86 people) refused to cooperate with evidentiary testing, and an additional 21.65% (84 people) had a blood alcohol content of .20, which is two and a half times the legal limit. Officers also responded to 66 motor vehicle crashes in which alcohol was a factor. The application process for the Highway Safety Grant that the City successfully applied for and received in 2015 is opening again and the City is eligible to apply. The grant is a 3 year grant and, if awarded, would provide for a portion of the officer's salary and benefits; 75% the first year, 50% the second year, and 25% the third and final year. However, if awarded, the grant must be reapplied for, for years 2 and 3. He noted that the

projected monetary figure is based on the cost to purchase and equip a traffic enforcement vehicle and the average salary and benefits of an eligible veteran officer, and that amount is ninety one thousand, nine hundred and sixty-six dollars (\$91,966) annually. In the first year the monetary commitment of the Idaho Office of Highway Safety would consist of 75% of the officer's salary and benefits, totaling sixty eight thousand, nine hundred seventy-four dollars (\$68,974). The City's contribution would be 25% of the officer's salary and benefits, totaling twenty two thousand, nine hundred ninety-two dollars (\$22,992). A patrol vehicle would also need to be acquired for this purpose. The cost of a fully outfitted patrol vehicle is sixty eight thousand, one hundred seventy-one dollars (\$68,171). In year 2 the commitment of the Idaho Office of Highway Safety and the City of Coeur d'Alene would consist of 50% of the officer's salary and benefits, totaling forty five thousand, nine hundred eighty-three dollars (\$45,983). In year 3 the Idaho Office of Highway Safety would consist of 25% of the officer's salary and benefits, totaling twenty two thousand, nine hundred ninety-two dollars, (\$22,992) with the city's commitment being 75% of the officer's salary and benefits, totaling sixty eight thousand, nine hundred seventy-four dollars (\$68,974). It is anticipated that the Police Department could absorb the vehicle and first year costs during this budget year without a budget amendment. Costs for subsequent years would be part of the regular budget process.

DISCUSSION: Councilmember Miller asked if this will be a position that they recruit for and what would be the anticipated start date. Chief White noted that they would like an October 1 start date so they could plan to transfer someone and backfill that position with a new hire. Councilmember Miller asked if this position would deal with other substances in addition to alcohol. Chief White confirmed that they anticipate the officer would go through specific drug recognition training. Councilmember Edinger asked how the department would absorb the costs. Chief White explained that the additional money will come from officer vacancies and other vacancies within the department.

MOTION: Motion by English, seconded by Evans to authorize a Grant Submittal to the Idaho Office of Highway Safety for Traffic/DUI Enforcement Officer funding. **Motion carried**

A-3-17 – ANNEXATION OF +/- 4.63 ACRES FROM COUNTY AGRICULTURE TO CITY C-17, FOR A PARCEL COMMONLY KNOWN AS 7845 N. RAMSEY ROAD PURSUANT TO COUNCIL ACTION ON NOVEMBER 21, 2017.

RESOLUTION NO. 18-009

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING AN ANNEXATION AGREEMENT WITH JESSICA MINKLER AS PERSONAL REPRESENTATIVE FOR THE ESTATE OF MARVIN PAUL KEOUGH, FOR PROPERTY LOCATED AT, AND COMMONLY KNOWN AS, 7845 N. RAMSEY ROAD.

MOTION: Motion by Gookin, seconded by English to approve **Resolution No. 18-009**, approving an Annexation Agreement with the Estate of Marvin Paul Keough of +/- 4.63 acres from County Agriculture to City C-17, for a parcel commonly known as 7845 N. Ramsey Road.

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

COUNCIL BILL NO. 18-1000

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 27, TOWNSHIP 51, NORTH, RANGE 4W, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

MOTION: Motion by Gookin, seconded by McEvers, to dispense with the rule and read **Council Bill No. 18-1000** once by title only.

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

MOTION: Motion by Gookin, seconded by McEvers, to adopt **Council Bill 18-1000**.

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

PUBLIC HEARING: V-18-1 - VACATION OF A PORTION OF LEE COURT RIGHT-OF-WAY ADJOINING THE SOUTHERLY BOUNDARY OF THE ADJUSTED LOT 4, BLOCK 2, MOEN SUBDIVISION

STAFF REPORT: Engineering Project Manager Dennis Grant noted that the requested right-of-way was relinquished to the City of Coeur d'Alene through an agreement with the Idaho Transportation Department effective on December 30, 2004. The vacation of the requested right-of-way would not have any financial impact on the City and would add approximately 0.396 Acres (17,263 Square Feet) to the County tax roll. Although a minor amount, it would be a benefit to the municipality as tax revenue, and, to the landowner whose lot adjoins the strip of usable property. The purpose of this request is to realign the excess right-of-way to match the existing public improvements. All utilities are existing and in place, and there is no foreseeable use for this additional right-of-way. Therefore, the vacation of this portion of right-of-way adjoining this parcel would not impact the City and would be a benefit to the property owner. Mr. Grant noted that he sent 9 notifications to area property owners and received no responses.

COUNCIL BILL NO. 18-1001

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, VACATING A PORTION OF THE LEE COURT RIGHT-OF-WAY, GENERALLY DESCRIBED AS A PARCEL OF LAND ADJOINING THE SOUTHERLY BOUNDARY OF

THE ADJUSTED LOT 4, BLOCK TWO OF THE MOEN SUBDIVISION TO THE CITY OF COEUR D'ALENE PLAT, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO; 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.

DISCUSSION: Councilmember McEvers noted that it looks like a large piece of land and wondered if it is original right-of-way for I-90. Mr. Grant confirmed that it was the original off-ramp and then ITD rebuilt the intersection and made a cul-de-sac out of the land. Mayor Widmyer noted that someone called him concerned that the land used to be a garbage dump site and wondered if the City needed a hold harmless agreement. Mr. Grant noted that the dump site is adjacent to this area and the current owner may use the land as a parking area if need be, based on testing. Mike Gridley explained that when the City vacates property there is no ability to condition it and the City would only have liability if the City built there.

Mayor Widmyer called for public comments and, with none being heard, public comment was closed.

MOTION: Motion by McEvers, seconded by Edinger, to dispense with the rule and read Council Bill No. 18-1001 once by title only.

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

MOTION: Motion by McEvers, seconded by Evans, to adopt **Council Bill 18-1001.**

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

EXECUTIVE SESSION: Motion by Miller, seconded by McEvers to enter into Executive Session pursuant to Idaho Code 74-206A (c) to acquire an interest in real property which is not owned by a public agency. **Motion carried.**

The City Council entered into Executive Session at 7:18 p.m. Those present were the Mayor, City Council, City Administrator, Deputy City Administrator, and City Attorney. Council returned to regular session at 7:57 p.m.

MOTION: Motion by Gookin, seconded by Edinger, to authorize staff to proceed with negotiations for acquisition of real property. **Motion carried**

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

The meeting adjourned at 7:58 p.m.

ATTEST:

Steve Widmyer, Mayor

Renata McLeod, CMC, City Clerk

DRAFT

**PUBLIC WORKS COMMITTEE
MINUTES
February 12, 2018
4:00 p.m., Library Community Room**

COMMITTEE MEMBERS PRESENT

Councilmember Woody McEvers
Councilmember Dan English
Councilmember Kiki Miller

STAFF PRESENT

Kenny Gabriel, Fire Chief
Amy Ferguson, Executive Asst.
Mike Becker, WW Utility Proj. Mgr.
Kyle Marine, Assistant Water Supt.
Randy Adams, Deputy City Attorney
Troy Tymesen, City Administrator
Mike Anderson, WW Superintendent

**Item 1 EF Recovery, LLC Agreement for Spill Mitigation
Consent Calendar**

Chief Kenny Gabriel presented a request for council to adopt a Resolution approving the continuing agreeing between the Fire Department and EF Recovery, LLC, for the recovery of the cost of clean –up related to spill mitigation at auto accidents and other incidents.

Chief Gabriel stated in his staff report that the Fire Department responds to over 400 auto accidents and other incidents each year. At each incident, they perform a multitude of functions, one of which is spill mitigation. They have been using EF Recovery since 2005 to recover the costs of clean-up from the responsible parties and, through its efforts, they have received over \$100,000 in compensation. EF Recovery handles the interface with the insurance companies and other responsible parties once they receive the information from the FD. The insurance industry has been increasingly denying claims for municipalities which do not have a Resolution authorizing EF Recovery to act on their behalf. The Resolution would not change the current agreement with EF Recovery, but would open the door for the recovery of additional costs as insurance companies are willing to pay more claims where the municipality has one in place.

Chief Gabriel explained that the Resolution doesn't change the contract that has been in place since 2005, but it just provides a second layer for the insurance company. He noted that the Legal Department is comfortable with the resolution, and it is being done all around the U.S. He confirmed that EF Recovery takes a percentage of whatever they collect.

MOTION: Motion by English, seconded by Miller, to recommend council approval of a Resolution authorizing the Fire Department to sign an agreement with EF Recovery, LLC for the purpose of enhancing the recovery of costs incurred in responding to spills from auto accidents and other incidents. Motion carried.

**Item 2 Bid Results for 2018 Cured-in-Place Pipe (CIPP) Project
Consent Calendar**

Mike Becker, Wastewater Utility Project Manager, presented a request for Council acceptance of the bid of Insituform Technologies, LLC, the lowest responsive bidder, for the City of Coeur d'Alene Wastewater Utility 2018 Cured-in-Place Pipe (CIPP) Project and approve the contract for the project.

Mr. Becker stated in his staff report that on December 15, 2017, the City prequalified two (2) CIPP Contractors through the State of Idaho Category B Bidding process. On December 29, 2017, Notice for Bids was issued to these contractors for this fiscal year's public sewer (trenchless) rehabilitation project. Bids were opened on January 30, 2018. Insituform Technologies, LLC provided the lowest responsive bid. The Wastewater Utility planned and budgeted for this project and has the available funds to pay for the project. Insituform Technologies, LLC has successfully completed two (2) previous CIPP contracts within the City to the Wastewater Utility's satisfaction.

Councilmember English asked how much money was in the budget. Mr. Becker responded that they budgeted \$750,000 for the rehabilitation and replacement projects, which entails everything the Wastewater Utility might experience throughout the year. Typically they try to keep it within \$500,000 - \$600,000 in available funds. They are also doing a repair on one of their interceptor pipes and given its location right next to City Hall and the park, they are using part of this project to coordinate the repair at that time. The interceptor pipe repair project is scheduled to be completed by May 31, prior to the greatest use of the park facility.

Councilmember Miller asked about the bid being substantially over the engineer's estimate of \$250,000 - \$350,000. Mr. Becker said that it is a slightly different project that requires a different scope of work and noted that they have never actually gone into the trenches to rehabilitate their large diameter pipes. The pipe next to City Hall is 30 inches in diameter. They are also repairing it and part of the reason for the higher bid is that nowhere in the Inland Pacific Northwest have they used the curing technology that they are using here. They are going to be rerouting essentially a quarter of the sewer flows in order to do this project. To cure the pipe requires pressure and heat. Because the wall thickness of the pipe is very fragile, they will be using a "water curing" process which, instead of using air temperature, they use liquid to control the heat and pressure. All of this is relatively new technology and the reason they are employing it is they have a section of pipe that needs to be carefully rehabilitated, and the work is very specialized. Part of the reason they prequalify contractors is because the two prequalified contractors are the only two that have done this work and are familiar with it. They feel that this is the best fit and minimizes the liability to the City should something go wrong. Mr. Becker noted that once the pipe is rehabilitated and repaired, the life of the pipe should be extended another 100 years.

MOTION: Motion by English, seconded by Miller, to recommend council approve the award of bid for the City of Coeur d'Alene Wastewater Utility's 2018 Cured-in-Place Pipe (CIPP) project to Insituform Technologies, LLC for a total of \$465,434.00. Motion carried.

**Item 3 Award of Bid for Landings Well Pump Rehabilitation Project
Consent Calendar**

Kyle Marine, Assistant Water Superintendent, presented a request for council acceptance of the bid of and approval of the contract with Specialty Pump Services, as the sole bidder for rehabilitation of the pump at the Landings Well.

Mr. Marine stated in his staff report that the Landings well was drilled in 2004 to a depth of 360 feet by Holt Drilling, Inc., with a tested production capacity of nearly 3000 gpm. The production well is 24' in diameter and cased or screened to the bottom. The well was put into production the following year and has consistently produced a rate of approximately 3000 gpm. In 2013, they had a project that included the planned rehabilitation of the Landings motor and pump, the unexpected catastrophic replacement of the entire pump/motor assembly, and repairs to the building and electrical system. At this time, they are having vibrations around the 140' mark, the approximate location of the last failure. The Water Department budgeted \$88,000 through the operations and maintenance budget. No additional engineering services are required for this project. The sole bid received was provided by Specialty Pump Services and was for the amount of \$50,034.00. Options were included in the bid packet for potential replacement of the pump columns, stainless steel shafts, and brass spider bearings in the event undue wear is detected. Exercising all options would bring the total bid to \$121,112.00, approximately 38% over budget. While staff anticipates there may be a need to replace at least some of the pump column based on previous history, it is not anticipated that all components will need to be replaced. Therefore, staff is recommending approval of the base bid of \$50,034.00, and a contract not to exceed the budget amount of \$88,000 should additional replacements be required.

Mr. Marine confirmed that the 24 inch diameter of the well is normal and it is about average depth. He explained that they are going in to see if they can find the problem, and replace those parts that are causing the problem. For a full replacement, they would be looking at a much higher cost.

Councilmember Miller asked if the City is in litigation with the manufacturers, and would a decision to move forward affect that in any way. Mr. Marine said that the insurance companies settled, and the City received payment. At this time the warranty is up so there is no much they can do to go after anybody.

MOTION: Motion by Miller, seconded by English, to recommend council approve the award of bid for the Landings Well Pump Rehabilitation project to Specialty Pump Service, Inc. as the sole successful bidder for the sum of \$50,034, and authorize a contract not to exceed the budget amount of \$88,000. Motion carried.

The meeting adjourned at 4:21 p.m.

Respectfully submitted,


Amy C. Ferguson
Public Works Committee Liaison

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

CITY CLERK

FUND	BALANCE 12/31/2017	RECEIPTS	DISBURSE- MENTS	BALANCE 1/31/2018
<u>General-Designated</u>	\$943,981	\$21,355	\$8,745	\$956,591
<u>General-Undesignated</u>	5,255,512	26,851,282	17,677,268	14,429,526
<u>Special Revenue:</u>				
Library	(69,760)	780,436	130,577	580,099
CDBG	(71)	1,605	161	1,373
Cemetery	16,643	29,864	22,121	24,386
Parks Capital Improvements	524,912	11,259	16,745	519,426
Impact Fees	2,401,934	59,385	1,780	2,459,539
Annexation Fees	115,425	110		115,535
Insurance	-			-
Cemetery P/C	1,581,810	5,760	12,506	1,575,064
Jewett House	24,573	2,099	148	26,524
Reforestation	26,826	26	85	26,767
Street Trees	203,182	6,493	1,200	208,475
Community Canopy	3,047	3		3,050
CdA Arts Commission	-			-
Public Art Fund	68,953	65		69,018
Public Art Fund - ignite	619,395	590	31,850	588,135
Public Art Fund - Maintenance	82,074	78		82,152
<u>Debt Service:</u>				
2015 G.O. Bonds	615,431	433,041		1,048,472
LID Guarantee	(0)			(0)
LID 149 - 4th Street				
<u>Capital Projects:</u>				
Street Projects	327,965	39,957	101,048	266,874
<u>Enterprise:</u>				
Street Lights	46,422	49,379	14,851	80,950
Water	3,175,953	322,732	249,483	3,249,202
Water Capitalization Fees	5,517,837	95,372	2,672	5,610,537
Wastewater	5,291,419	835,162	1,396,451	4,730,130
Wastewater-Reserved	956,181	27,500		983,681
WWTP Capitalization Fees	7,027,920	347,048	7,550	7,367,418
WW Property Mgmt	60,668			60,668
Sanitation	1,238,342	373,034	258,183	1,353,193
Public Parking	(621,412)	45,492	7,971	(583,891)
Drainage	790,762	98,335	19,792	869,305
Wastewater Debt Service	1,029,695	265,092	264,111	1,030,676
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	218,528	226,073	218,528	226,073
LID Advance Payments	209			209
Police Retirement	1,214,521	14,227	27,355	1,201,393
Sales Tax	1,565	2,427	1,565	2,427
BID	199,158	4,125		203,283
Homeless Trust Fund	496	379	496	379
GRAND TOTAL	\$38,890,095	\$30,949,785	\$20,473,242	\$49,366,638

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


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

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
FOUR MONTHS ENDED
January 31, 2018

RECEIVED

FEB 09 2018

CITY CLERK

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 1/31/2018	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$233,336	\$72,741	31%
	Services/Supplies	11,400	2,699	24%
Administration	Personnel Services	357,463	136,573	38%
	Services/Supplies	22,950	4,054	18%
Finance	Personnel Services	744,010	230,307	31%
	Services/Supplies	461,215	219,959	48%
Municipal Services	Personnel Services	1,283,631	489,223	38%
	Services/Supplies	494,919	221,103	45%
	Capital Outlay	10,000	9,385	94%
Human Resources	Personnel Services	255,486	74,116	29%
	Services/Supplies	56,225	14,359	26%
Legal	Personnel Services	1,132,172	380,807	34%
	Services/Supplies	65,253	25,615	39%
Planning	Personnel Services	582,544	171,941	30%
	Services/Supplies	135,100	27,336	20%
	Capital Outlay			
Building Maintenance	Personnel Services	362,828	112,054	31%
	Services/Supplies	152,475	52,839	35%
	Capital Outlay			
Police	Personnel Services	12,405,906	4,292,203	35%
	Services/Supplies	1,143,778	334,415	29%
	Capital Outlay	34,840	1,995	6%
Fire	Personnel Services	9,101,092	3,440,126	38%
	Services/Supplies	607,909	127,281	21%
	Capital Outlay		184,112	
General Government	Services/Supplies	105,900	105,165	99%
	Capital Outlay		525,510	
Byrne Grant (Federal)	Services/Supplies		19,952	
	Capital Outlay			
COPS Grant	Personnel Services	121,939	49,219	40%
	Services/Supplies			
CdA Drug Task Force	Services/Supplies	30,710		
	Capital Outlay			
Streets	Personnel Services	2,694,412	896,311	33%
	Services/Supplies	1,459,540	216,797	15%
	Capital Outlay	287,000	62,252	22%


CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 FOUR MONTHS ENDED
 January 31, 2018

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 1/31/2018	PERCENT EXPENDED
Engineering Services	Personnel Services	242,736	83,130	34%
	Services/Supplies	98,350	120,776	123%
	Capital Outlay			
Parks	Personnel Services	1,483,915	421,408	28%
	Services/Supplies	558,450	82,614	15%
	Capital Outlay	60,000		
Recreation	Personnel Services	559,345	151,661	27%
	Services/Supplies	190,330	32,953	17%
	Capital Outlay	6,400		
Building Inspection	Personnel Services	836,397	318,077	38%
	Services/Supplies	40,196	5,934	15%
	Capital Outlay			
Total General Fund		<u>38,430,152</u>	<u>13,717,002</u>	<u>36%</u>
Library	Personnel Services	1,250,412	407,692	33%
	Services/Supplies	208,000	66,003	32%
	Capital Outlay	160,000	27,484	17%
CDBG	Services/Supplies	384,049	91,431	24%
Cemetery	Personnel Services	193,807	57,121	29%
	Services/Supplies	100,500	27,194	27%
	Capital Outlay			
Impact Fees	Services/Supplies	745,000	423,000	57%
Annexation Fees	Services/Supplies	398,240	398,240	100%
Parks Capital Improvements	Capital Outlay	146,500	18,241	12%
Cemetery Perpetual Care	Services/Supplies	157,000	39,078	25%
Jewett House	Services/Supplies	25,855	1,894	7%
Reforestation	Services/Supplies	5,000	85	2%
Street Trees	Services/Supplies	100,000	26,276	26%
Community Canopy	Services/Supplies	2,000	359	18%
Public Art Fund	Services/Supplies	443,500	77,812	18%
		<u>4,319,863</u>	<u>1,661,910</u>	<u>38%</u>
Debt Service Fund		<u>882,181</u>		

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
FOUR MONTHS ENDED
January 31, 2018

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 1/31/2018	PERCENT EXPENDED
Seltice Way	Capital Outlay		182,359	
Seltice Way Sidewalks	Capital Outlay	332,000		
Traffic Calming	Capital Outlay	45,000	24,275	54%
Govt Way - Hanley to Prairie	Capital Outlay		250	
Levee Certification	Capital Outlay			
Fastlane Project	Capital Outlay			
Medina Avenue	Capital Outlay	160,000	14,485	9%
Kathleen Avenue Widening	Capital Outlay	195,000		
Margaret Avenue	Capital Outlay			
4th and Dalton	Capital Outlay	25,000		
US 95 Upgrade	Capital Outlay	195,000		
15th Street	Capital Outlay	60,000		
Ironwood	Capital Outlay	225,000		
		<u>1,237,000</u>	<u>221,369</u>	<u>18%</u>
Street Lights	Services/Supplies	639,720	136,989	21%
Water	Personnel Services	1,975,543	698,910	35%
	Services/Supplies	4,421,891	370,922	8%
	Capital Outlay	3,630,000	179,686	5%
Water Capitalization Fees	Services/Supplies	866,000		
Wastewater	Personnel Services	2,684,202	863,706	32%
	Services/Supplies	7,042,103	582,731	8%
	Capital Outlay	10,881,000	2,777,931	26%
	Debt Service	2,177,063	264,111	12%
WW Capitalization	Services/Supplies	2,200,000		
Sanitation	Services/Supplies	3,500,806	917,608	26%
Public Parking	Services/Supplies	271,846	125,489	46%
	Capital Outlay	83,000	257,429	310%
Drainage	Personnel Services	111,160	37,843	34%
	Services/Supplies	794,658	77,171	10%
	Capital Outlay	362,000	172,379	48%
Total Enterprise Funds		<u>41,640,992</u>	<u>7,462,905</u>	<u>18%</u>
Kootenai County Solid Waste		2,600,000	674,832	26%
Police Retirement		176,554	58,208	33%
Business Improvement District		176,000	30,000	17%
Homeless Trust Fund		5,200	1,236	24%
Total Fiduciary Funds		<u>2,957,754</u>	<u>764,276</u>	<u>26%</u>
TOTALS:		<u>\$89,467,942</u>	<u>\$23,827,462</u>	<u>27%</u>

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


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

RECEIVED

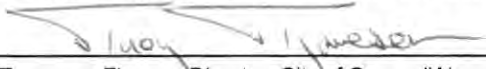
FEB 09 2018

CITY CLERK

City of Coeur d Alene
Cash and Investments
1/31/2018

Description	City's Balance
U.S. Bank	
Checking Account	3,382,284
Checking Account	21,827
Investment Account - Police Retirement	1,183,857
Investment Account - Cemetery Perpetual Care Fund	1,572,619
Wells Fargo Bank	
Federal Home Loan Bank Bond	994,818
Community 1st Bank	
Certificate of Deposit	1,004,753
Certificate of Deposit	205,603
Idaho Central Credit Union	
Certificate of Deposit	251,345
Idaho State Investment Pool	
State Investment Pool Account	40,494,198
Spokane Teacher's Credit Union	
Certificate of Deposit	253,209
Cash on Hand	
Finance Department Petty Cash	500
Treasurer's Change Fund	1,350
Police Change Fund	75
Library Change fund	180
Cemetery Change Fund	20
Total	49,366,638

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


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

DATE: FEBRUARY 14, 2018
TO: MAYOR AND CITY COUNCIL
FROM: PLANNING DEPARTMENT
RE: SETTING OF PUBLIC HEARING DATE: MARCH 20, 2018

Mayor Widmyer,

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>	<u>COMMENT</u>
0-1-18	Applicant: City of Coeur d'Alene Request: City Code amendments to the Zoning Ordinance, Title 17, Subdivision Ordinance Title 16, and Title 2, Administration and Personnel, Under Chapter 2.48 related to Planning Commission Membership.	Recommended approval	LEGISLATIVE

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **March 20, 2018**

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

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

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

Date that you would like to begin alcohol service _____

Check the ONE box that applies:

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

Business Name	COEUR D'ALENE FRESH
Business Mailing Address	317 E CDA AVE #A
City, State, Zip	CDA ID 83814
Business Physical Address	(same as above)
City, State, Zip	
Business Contact	Business Telephone: 208 676-8933 Fax: _____ Email address: coeurdalenefresh@gmail.com
License Applicant	Marla McWilliams
If Corporation, partnership, LLC etc. List all members/officers	n/a (sole proprietorship)

State of Idaho

Idaho State Police

Cycle Tracking Number: 99359

Premise Number: K-21408

Retail Alcohol Beverage License

License Year: 2019

License Number: 21408

This is to certify, that Marla J McWilliams
doing business as: Coeur d Alene Fresh

is licensed to sell alcoholic beverages as stated below at:

317 E Coeur d Alene Avenue Suite A, Coeur d Alene, Kootenai County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.

County and city licenses are also required in order to operate.

Liquor	No
Beer	Yes <u>\$50.00</u>
On-premise consumption	Yes <u>\$0.00</u>
Kegs to go	No
Restaurant	No
Wine by the bottle	Yes <u>\$100.00</u>
Wine by the glass	Yes <u>\$100.00</u>
Multipurpose arena	No
Growlers	No

TOTAL FEE: \$250.00

Signature of Licensee, Corporate Officer, LLC Member or Partner

MARLA J MCWILLIAMS
COEUR D ALENE FRESH
PO BOX 3341

COEUR D ALENE, ID 83816

Mailing Address

License Valid: 03/01/2018 - 02/28/2019

***Expires:* 02/28/2019**



Director of Idaho State Police



SEE REVERSE SIDE FOR SALE OR TRANSFER OF THIS LICENSE

THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED

KOOTENAI COUNTY
STATE OF IDAHO

RETAIL ALCOHOL BEVERAGE LICENSE

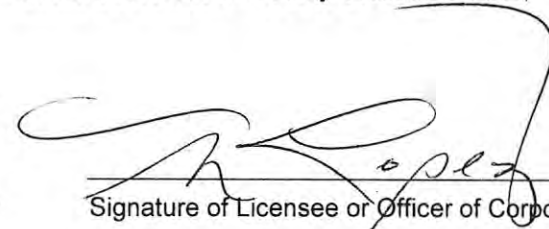
THIS IS TO CERTIFY THAT MARLA J MCWILLIAMS

doing business as COEUR D'ALENE FRESH

at 317 E COEUR D'ALENE AVENUE SUITE A, COEUR D'ALENE ID 83814

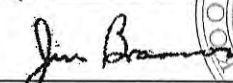

a(n) INDIVIDUAL is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of Chapter 23-903 and 23-916 Idaho Code Annotated, and the laws of the State of Idaho, Municipal Ordinances, and the regulations of the Commissioner in regard to sale of Alcoholic Beverages and the resolution passed by the Commissioners of KOOTENAI COUNTY on July 6, 2004 at the Courthouse - County Ordinance 149B, Coeur d'Alene, State of Idaho.

Draft	<u>\$0.00</u>
Bottled/Canned Beer to be consumed on and/or off premises	<u>\$75.00</u>
Bottled/Canned Beer to be consumed off premises only	<u>\$0.00</u>
Liquor	<u>\$0.00</u>
Wine by the Bottle	<u>\$100.00</u>
Wine by the Drink	<u>\$100.00</u>
TOTAL FEE	<u>\$275.00</u>


Signature of Licensee or Officer of Corporation

This license is TRANSFERABLE and EXPIRES
March 01, 2:00 AM 2019

Witness my hand and seal this 5th
day of February, 2018


Clerk 

(SEAL)

(This license must be conspicuously displayed)

CITY COUNCIL STAFF REPORT

DATE: February 20, 2018
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: **Approval of Grant Deed for public Right-of-Way (Alley) at the 819 E. Sherman Project**

DECISION POINT

Staff is requesting the City Council to approve the Grant Deed for public Right-of-Way (Alley) from the Miller Development Group, LLC, Daniel Stubbs, Member, for the 819 E. Sherman Project.

FINANCIAL ANALYSIS

There will be no cost to the City for this grant of Right-of-Way.

PERFORMANCE ANALYSIS

The Wastewater Department needed the Right-of-Way for the operation and maintenance of the sewer main in this location. Attached is the Grant Deed for approval. The signed agreement will allow the project to continue to move forward.

RECOMMENDATION

Staff recommends the approval of the Grant Deed for public Right-of-Way (Alley) from the Miller Development Group, LLC, Daniel Stubbs, Member, for the 819 E. Sherman Avenue Project.

**GRANT DEED
FOR RIGHT-OF-WAY PURPOSES**

KNOW ALL MEN BY THESE PRESENTS, that Miller Development Group, LLC, whose address is 2022 N. Government Way, Coeur d'Alene, ID 83814, with Daniel F. Stubbs, Member, herein called GRANTOR, for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration, paid by the City of Coeur d'Alene, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, Kootenai County, State of Idaho, receipt of which is acknowledged, does hereby grant, quitclaim and convey unto the city of Coeur d'Alene, a municipal corporation and political subdivision of the State of Idaho, duly organized and existing pursuant to the laws of the State of Idaho, the GRANTEE, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814-3958, its successors and assigns, the following described property in Kootenai County, to wit:

See attached Exhibit "A" incorporated herein.

TO HAVE AND TO HOLD such property for public right-of-way purposes and incidents thereto, the GRANTOR does hereby dedicate their interest in said strip of land for public use. Said Grant to be appurtenant to and shall run with the land and be binding on the heirs and assigns of the GRANTOR.

IN WITNESS WHEREOF, the GRANTOR has caused this instrument to be executed this ____ day of February, 2018.

MILLER DEVELOPMENT GROUP, LLC

By: _____
Daniel F. Stubbs, Member, GRANTOR

STATE OF IDAHO)
) SS
COUNTY OF KOOTENAI)

On this _____ day of February, 2018, before me a Notary Public, personally appeared Daniel F. Stubbs, known or identified to me to be a Member of the Miller Development Group, LLC, and that he executed the foregoing instrument on its behalf for the uses and purposes therein mentioned, and, acknowledged to me that said Limited Liability Corporation, executed the same.

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

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

Exhibit A

Alley Description

A 15 foot strip of land lying between the South line of Lot 4, 5, and 6 and the North line of Lots 7, 8, and 9, Block 3 of the Amended Plat of Obrien's First Addition, filed in Book A of Plats, Page 99, Records of Kootenai County, Idaho, and being also the land Vacated by the City of Coeur d'Alene in Ordinance No. 144, filed in Book U of Miscellaneous Records, Page 270, Records of Kootenai County, Idaho, and more particularly described as follows:

Beginning at the southwest corner of said Lot 9, Block 3, from which the southeast corner of said Lot 7, Block 3, bears South 89°51'43" East 150.00 feet; thence along the common line of Lots 9 and 10, Block 3, North 00°04'46" East 104.91 feet to the **True Point of Beginning;**

thence North 00°04'46" East 15.00 to the common corner of Lots 3 and 4, Block 3;

thence along the South line of Lots 4, 5, and 6, South 89°54'21" East 150.00 feet to the southeast corner of Lot 6, Block 3 and a point of the West Right of Way of 9th Street;

thence along said West Right of Way, South 00°04'46" West 15.00 feet to the northeast corner of said Lot 7;

thence along the North line of said Lots 7, 8 and 9, Block 3, North 89°54'21" West 150.00 feet to the **True Point of Beginning;**

said strip containing 2,250 square feet of land, more or less.



LAKESIDE AVENUE

FOUND 3/4" IRON PIPE

FOUND 3/4" IRON PIPE

S89° 56' 58"E 150.00'

EX. 60' RW

LOT 3

LOT 4

LOT 5

LOT 6

109.91'

110.03'

AMENDED O'BRIEN'S FIRST ADDITION (BOOK A / PAGE 99)

BLOCK 3

FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 4182" (TYP)

AREA TO BE DEDICATED

S89° 54' 21"E 150.00'

15.00'

15.00'

N00° 04' 46"E 229.83'

S00° 04' 46"W 230.05'

N89° 54' 21"W 150.00'

TRUE POINT OF BEGINNING

9TH STREET

LOT 10

LOT 9

LOT 8

LOT 7

104.91'

105.03'

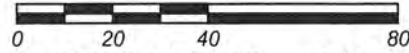
FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 4565"

S89° 51' 43"E 150.00'

CALCULATE NOTHING FOUND OR SET (TYP)

SHERMAN AVENUE

EX. 80' RW



SCALE: 1" = 40'



126 E. POPLAR AVENUE
COEUR D'ALENE, IDAHO 83814
PHONE: 208-676-0230
WWW.LAKECITYENGINEERING.COM

SHERMAN TOWNHOUSE

VACATED ALLEYWAY
COEUR D'ALENE, IDAHO

DESIGNED BY:	DCD
DRAFTED BY:	WAL
SCALE:	1" = 40'
DATE:	01/30/2018
JOB NO:	LCE 17-106
FILE:	17-106-ALLEY.dwg

RESOLUTION NO. 18-010

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE BELOW-REFERENCED CONTRACTS, INCLUDING AN AGREEMENT WITH INSITUFORM TECHNOLOGIES, LLC, FOR THE WASTEWATER UTILITY'S 2018 CURED-IN-PLACE (CIPP) PROJECT; AND AN AGREEMENT WITH SPECIALTY PUMP SERVICE, INC., FOR THE LANDINGS WELL PUMP REHABILITATION PROJECT.

WHEREAS, it has been recommended that the City of Coeur d'Alene enter into the contracts listed below pursuant to the terms and conditions set forth in the contract documents attached hereto as Exhibits "A" through "B" and by reference made a part hereof as summarized as follows:

- A) An agreement with Insituform Technologies, LLC, for the Wastewater Utility's 2018 Cured-in-Place (CIPP) project; and
- B) An agreement with Specialty Pump Service, Inc., for the Landings Well Pump Rehabilitation Project;

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 agreements or other actions;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements as set forth in substantially the form attached hereto as Exhibits "A" through "B" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements or other actions so long as the substantive provisions of the agreements or other actions remain intact.

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

DATED this 20th day of February, 2018.

Steve Widmyer, Mayor

ATTEST

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER ENGLISH Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

PUBLIC WORKS COMMITTEE STAFF REPORT

DATE: February 7, 2018
FROM: Mike Becker, Wastewater Utility Project Manager
SUBJECT: Bid Results for the **2018 Cured In Place Pipe (CIPP) Project.**

=====

DECISION POINT:

The Wastewater Utility recommends that Council accept the bid of Insituform Technologies, LLC, the lowest responsive bidder, for the City of Coeur d'Alene Wastewater Utility 2018 Cured-in-Place Pipe (CIPP) Project and approve the contract for the Project.

HISTORY:

On December 15, 2017, the City prequalified two (2) CIPP Contractors through the State of Idaho Category B Bidding process. On December 29, 2017, Notice for Bids was issued to these contractors for this FY's public sewer (trenchless) rehabilitation project. Bids were opened on January 30, 2018.

FINANCIAL ANALYSIS:

The following table summarizes the prequalified contractor's bids the City received:

BIDDER NAME	BASE BID
Planned and Engineered Construction, Helena, MT	\$485,000
Insituform Technologies, LLC Chesterfield, Mo	\$465,434
Engineer's Opinion of Probable Costs (Range)	\$250,000 to \$350,000

Insituform Technologies, LLC, provided the lowest responsive bid. The Wastewater Utility planned and budgeted for this project and has the available funds to pay for this project.

PERFORMANCE ANALYSIS:

Insituform Technologies, LLC, has successfully completed two (2) previous CIPP contracts within the City to the Wastewater Utility's satisfaction.

RECOMMENDATION:

Accept the bid of, and award the contract to, Insituform Technologies, LLC, for the City of Coeur d'Alene Wastewater Utility's 2018 Cured-In-Place Pipe (CIPP) Project in the amount of \$465,434.00.

RESOLUTION NO. 18-010

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE BELOW-REFERENCED CONTRACTS, INCLUDING AN AGREEMENT WITH INSITUFORM TECHNOLOGIES, LLC, FOR THE WASTEWATER UTILITY'S 2018 CURED-IN-PLACE (CIPP) PROJECT; AND AN AGREEMENT WITH SPECIALTY PUMP SERVICE, INC., FOR THE LANDINGS WELL PUMP REHABILITATION PROJECT.

WHEREAS, it has been recommended that the City of Coeur d'Alene enter into the contracts listed below pursuant to the terms and conditions set forth in the contract documents attached hereto as Exhibits "A" through "B" and by reference made a part hereof as summarized as follows:

- A) An agreement with Insituform Technologies, LLC, for the Wastewater Utility's 2018 Cured-in-Place (CIPP) project; and
- B) An agreement with Specialty Pump Service, Inc., for the Landings Well Pump Rehabilitation Project;

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 agreements or other actions;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements as set forth in substantially the form attached hereto as Exhibits "A" through "B" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements or other actions so long as the substantive provisions of the agreements or other actions remain intact.

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

DATED this 20th day of February, 2018.

Steve Widmyer, Mayor

ATTEST

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER ENGLISH Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

Contract
for
2018 Cured-in-Place Pipe (CIPP) Project

THIS CONTRACT, made and entered into this 20th day of February, 2018, between the CITY OF COEUR D'ALENE (CITY), 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 "CITY", and INSITUFORM TECHNOLOGIES, LLC., a corporation duly organized and existing under and by virtue of the laws of the state of Delaware, with its principal place of business at 17988 Edison Avenue, Chesterfield, Missouri 63005, hereinafter referred to as the CONTRACTOR.

WITNESSETH:

THAT, WHEREAS, the said CONTRACTOR has been awarded the contract for the 2018 Cured-in-Place Pipe (CIPP) Project in Coeur d'Alene, according to plans and specifications on file in the office of the City Clerk of the CITY, which plans and specifications are entitled:

City of Coeur d'Alene – Wastewater Utility - 2018 Cured-in-Place Pipe (CIPP) Project

IT IS AGREED that for and in consideration of the covenants and agreements to be made and performed by the CITY OF COEUR D'ALENE, as hereinafter set forth, the CONTRACTOR shall make improvements 2018 Cured-in-Place Pipe (CIPP) Project as set forth in the said plans and specifications described above, in said city, furnishing all labor and materials therefor according to said plans and specifications and under the penalties expressed in the performance bond bearing even date herewith, and which bond with said plans and specifications are hereby declared and accepted as parts of this contract. All material shall be of the high standard required by the said plans and specifications and approved by the Wastewater Superintendent or designee, and all labor performed shall be of first-class workmanship.

The CONTRACTOR shall employ appropriate means to prevent accidents and defend the CITY from all claims for injury to person or property resulting from the CONTRACTOR's actions or omissions in performance of this contract, and to that end shall maintain insurance of the type and in the amount specified in the Contract Documents, Certificates of insurance providing at least thirty (30) days written notice to the City prior to cancellation of the policy shall be filed in the office of the City Clerk.

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

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

The CITY shall pay to the CONTRACTOR for the work, services and materials herein provided to be done and furnished by it, a sum not to exceed Four Hundred Sixty-Five Thousand Four Hundred Thirty-Four dollars and no/100/s (\$465,434.00), as provided in the Unit Price Schedule. Partial payment shall be made on the third Tuesday 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 EFO00234).

ITEM NO.	ITEM DESCRIPTION	EST. QUAN.	UNIT	UNIT PRICE	TOTAL PRICE
Base Bid					
2010.4.1.A.1	Mobilization	1	LS	\$22,017.00	\$22,017.00
SP-02100.4.1.A.1	Traffic Control	1	LS	\$14,210.00	\$14,210.00
SP-02541.4.1.A.1	CIPP Rehabilitation - 30"	967	LF	\$145.00	\$140,215.00
SP-02541.4.1.A.1	CIPP Rehabilitation - 10"	1,332	LF	\$21.00	\$27,972.00
SP-02541.4.1.B.1	Cut Off Protruding Laterals	8	EA	\$488.00	\$3,904.00
SP-02541.4.1.C.1	Lateral Reinstatement	38	EA	\$67.00	\$2,546.00
SP-02541.4.1.D.1	Continuous Liner Temperature Monitoring	967	LF	\$3.00	\$2,901.00
SP-02543.4.1.A.1	Pre-Construction Cleaning and TV Inspection of Main Sewer Line - Small Diameter (≤18-in)	1,332	LF	\$5.00	\$6,660.00
SP-02543.4.1.A.1	Pre-Construction Cleaning and TV Inspection of Main Sewer Line - Large Diameter (>18-in)	967	LF	\$11.00	\$10,637.00
SP-02543.4.1.A.1	Post-Construction Cleaning and TV Inspection of Main Sewer Line - Small Diameter (≤18-in)	1,332	LF	\$1.00	\$1,332.00
SP-02543.4.1.A.1	Post-Construction Cleaning and TV Inspection of Main Sewer Line - Large Diameter (>18-in)	967	LF	\$1.00	\$967.00
SP-02547.4.1.A.1	Small Diameter (≤18-in) Sewer Bypass Pumping	1	LS	\$698.00	\$698.00
SP-02548.4.1.A.1	Large Diameter (>18-in) Sewer Bypass Pumping	1	LS	\$231,375.00	\$231,375.00
BASE BID TOTAL					\$465,434.00

The Work shall be substantially complete within the calendar days listed below (for the Contract Award, as applicable) after the date when the Contract Times commence to run, as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within **thirty (30) calendar days** after the date of substantial completion.

Contract Milestone	Contract Award	Contract Times
Substantial Completion	Base Bid	35 calendar days or by May 31, 2018 whichever comes first
Substantial Completion	Base Bid + Additive Alt.	Additional 35 calendar days shall be added to Base Bid Contract Times, or by August 31, 2018, whichever comes first
Final Completion	any	30 calendar days

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 above time limit, the CONTRACTOR shall pay to the CITY or have withheld from moneys due, liquidated damages at the rate of **\$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 (50) or less persons are employed by the contractor, in which case the CONTRACTOR may employ ten percent (10%)

nonresidents; provided, however, in all cases the CONTRACTOR must give preference to the employment of bona fide residents in the performance of said work. (Idaho Code 44 – 1002).

The CONTRACTOR further agrees: In consideration of securing the business of constructing 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 thereunder 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.

The CONTRACTOR further agrees, in consideration of securing this contract, to comply will all the requirements of Attachment 1, which by this reference is incorporated herein.

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

For the faithful performance of this contract in accordance with the plans and specifications and payment for all labor and materials, the CONTRACTOR shall execute good and sufficient performance bond and payment bond each in the amount of one hundred percent (100%) of the total amount of the Contract Price as herein before stated, said bonds to be executed by a surety company authorized to do business in the state of Idaho.

The term "CONTRACT DOCUMENTS" are defined in "Standard General Conditions of the Construction Contract" ISPWC Division 100.

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:

CITY OF COEUR D'ALENE
KOOTENAI COUNTY, IDAHO

By: _____
Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

CONTRACTOR:

INSITUFORM TECHNOLOGIES, LLC.

By: _____
Its: _____

ATTEST:

Name/Title: _____

Attachment 1

This Attachment is to be inserted in every contract subject to Title VI of the Civil Rights Act of 1964 and associated Regulations.

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. Compliance with Regulations

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to ITD or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance

In the event of the contractor’s non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part.

Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request ITD enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: 2-12-18
FROM: Kyle Marine, Assistant Water Superintendent
SUBJECT: Award of Bid for Landings Well Pump Rehabilitation Project

=====

DECISION POINT: Staff requests that Council accept the bid of and approve the contract with Specialty Pump Services, as sole bidder for rehabilitation of the pump at the Landings Well.

HISTORY: The Landings well was drilled in 2004 to a depth of 360 feet by Holt Drilling, Inc., with a tested production capacity of nearly 3000 gpm. The production well is 24" in diameter and cased or screened to the bottom. The well was put into production the following year and has consistently produced a rate of approximately 3000 gpm. In 2013, we had a project that included the planned rehabilitation of the Landings motor and pump, the unexpected catastrophic replacement of the entire pump/motor assembly, and repairs to the building and electrical system. At this time, we are have vibrations around the 140' mark, the approxinant location of the last failure.

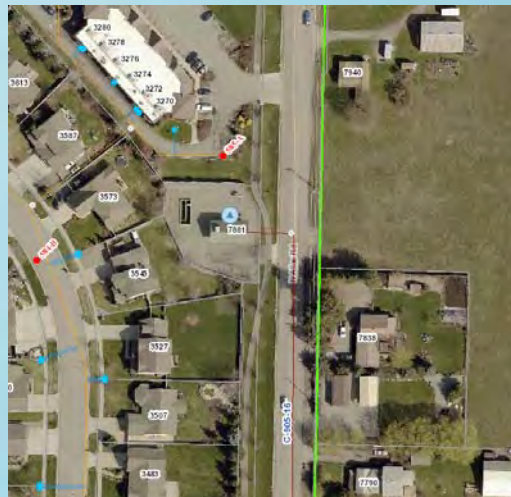
FINANCIAL ANALYSIS: The Water Department budgeted \$88,000 through the operations and maintenance budget. No additional engineering services are required for this project. The sole bid received was provided by Specialty Pump Services and was for the amount of \$50,034.00. Options were included in the bid packet for potential replacement of the pump columns, stainless steel shafts, and brass spider bearings in the event undue wear is detected. Exercising all options would bring the total bid to \$121,112 approximately 38% over budget. While staff anticipates there may be a need to replace at least some of the pump column based on previous history, it is not anticipated that all components will need to be replaced. Therefore, staff is recommending approval of the base bid of \$50,034.00, and a contract not to exceed the budget amount of \$88,000.00 should additional replacements be required.

PERFORMANCE ANALYSIS: Staff recommends that the pump assembly be removed, cleaned, and inspected, and that parts be replaced as necessary. Options were included in the bid should any of the assembly components exhibit undue wear. The stainless steel shafts shall be inspected and straightened as necessary to ensure factory tolerances. Staff anticipates that the project should be complete within 120 business days barring any unanticipated problems such as damaged or defective equipment or materials.

REQUESTED ACTION: Staff recommends that Council accept the bid of Specialty Pump Services, Inc., for the Landings Well Pump Rehabilitation Project in the amount of \$50,034 and to approve a contract for the Project in an amount not to exceed the budget of \$88,000.00.



LANDINGS WELL PUMP REHAB



LANDINGS WELL PUMP REHAB



2 5/16 Stainless Steel shaft



LANDINGS WELL PUMP REHAB



LANDINGS WELL PUMP REHAB



LANDINGS WELL PUMP REHAB



LANDINGS WELL PUMP REHAB



LANDINGS WELL PUMP REHAB



LANDINGS WELL PUMP REHAB



LANDINGS WELL PUMP REHAB

Thank you!



CONTRACT
for
Landings Well Pump Rehabilitation Project

THIS CONTRACT, made and entered into this 20th day of February, 2018, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as the “**CITY**”, and **SPECIALTY PUMP SERVICES, INC.**, a corporation duly organized and existing under and by virtue of the laws of the state of Washington, with its principal place of business at 4712 S. Thor St. Spokane, WA 99203, hereinafter referred to as “**CONTRACTOR.**”

W I T N E S S E T H:

WHEREAS, the said **CONTRACTOR** has been awarded the contract for the **Landings Well Pump Rehabilitation Project** according to contract documents on file in the office of the City Clerk of said **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 of Coeur d’Alene, 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 therefore 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 at least Five Hundred Thousand Dollars (\$500,000) 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, it being the intention that the minimum limits shall be those provided for under Idaho Code 6-924. A certificate of insurance providing at least thirty (30) days written notice to the **CITY** prior to cancellation of the policy shall be filed in the office of the City Clerk.

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

Employment Security Law including, at the option of the **CITY**, a surety bond in an amount sufficient to make such payments.

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

The **CONTRACTOR** agrees to receive and accept as full compensation for furnishing all materials, and doing all the work contemplated and embraced in the contract, an amount equal to the sum of the total for the items of work. The total for each item of work shall be calculated by determining the actual quantity of each item of work and multiplying that actual quantity by the unit price bid by the **CONTRACTOR** for that item of work. The total amount of the contract shall not exceed Eighty-Eight Thousand dollars and zero cents (\$88,000.00).

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 Department.

The number of calendar days allowed for completion of the contract work shall be 45 calendar 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 above time limits, the **CONTRACTOR** shall pay to the **CITY** or have withheld from monies due, liquidated damages at the rate of Five Hundred and No/100 Dollars (\$500) per calendar day, which sums shall not be construed as a penalty.

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

The **CONTRACTOR** further 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.

The **CONTRACTOR** further agrees, in consideration of securing this contract, to comply will all the requirements of **Attachment 1**, which by this reference is incorporated herein.

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

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

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

- A) Advertisement For Bids
- B) Information For Bidders
- C) Bid Proposal
- D) Bid Bond
- E) Bidding Forms as Required
- F) Contract
- G) Labor and Materials Payment Bond
- H) Performance Bond
- I) Notice of Award

- J) Notice to Proceed
- K) Change Order
- L) General Conditions
- M) Technical Specifications
- N) Special Provisions
- O) Plans
- P) Addenda

No. _____, dated _____, _____

THIS contract, with all of its forms, specifications and stipulations, shall be binding upon the parties hereto, their successors and assigns. However, **CONTRACTOR** shall not assign this contract, or any part thereof, without the prior written consent of the **CITY**.

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

**CITY OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO**

**CONTRACTOR:
SPECIALTY PUMP SERVICES, INC.**

Steve Widmyer, Mayor

By: _____
James J. Socci, III
Its: President

ATTEST:

Renata McLeod, City Clerk

Attachment 1

This Attachment is to be inserted in every contract subject to Title VI of the Civil Rights Act of 1964 and associated Regulations.

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. Compliance with Regulations

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to ITD or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance

In the event of the contractor’s non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part.

Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request ITD enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

MEMORANDUM

DATE: FEBRUARY 20, 2018

FROM: RENATA MCLEOD, MUNICIPAL SERVICES DIRECTOR/CITY CLERK

RE: IDAHO UNIFIED CERTIFICATION PROGRAM

DECISION POINT: To approve the Agreement with the state for the Idaho Unified Certification Program.

HISTORY: As the City receives federally funded grants, including Idaho State Transportation Department funds, it is required to uphold certain provision under Title VI of the Federal Code. One such requirement is compliance the Disadvantaged Business Enterprise (DBE) program. The proposed agreement is confirmation of our intent to follow the policies of the DBE program. The City has been following the regulations, so this will not change any process or procedure.

FINANCIAL: There is not financial burden to this agreement, and provides the correct evidence required to continue receiving certain grants.

DECISION POINT/RECOMMENDATION: To approve the Agreement with the state for the Idaho Unified Certification Program.

RESOLUTION NO. 18-011

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING AN AGREEMENT WITH THE IDAHO TRANSPORTATION DEPARTMENT ESTABLISHING THE IDAHO UNIFIED CERTIFICATION PROGRAM FOR THE DISADVANTAGED BUSINESS ENTERPRISE PROGRAM IN THE STATE OF IDAHO.

WHEREAS, 49 CFR 26.81 requires that all DOT recipients participate in a Unified Certification Program in order to receive funding; and

WHEREAS, 49 CFR 26.81 further requires that the State of Idaho and all DOT recipients within the State sign an agreement establishing the Unified Certification Program for the State, which agreement was originally submitted to, and approved by, the Secretary of the U.S. Department of Transportation in November 2002; and

WHEREAS, the Idaho Transportation Department has submitted an updated Agreement to the City and is requiring the City to execute the updated Agreement, pursuant to the requirements of the federal regulations; and

WHEREAS, the City Attorney of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into the Agreement Establishing the Idaho Unified Certification Program with the Idaho Transportation Department, as set forth in the attached Exhibit "A," which by reference is 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 the Agreement Establishing the Idaho Unified Certification Program with the Idaho Transportation Department 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 20th day of February, 2018.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER ENGLISH Voted _____

_____ was absent. Motion _____.

**Agreement Establishing
The Idaho Unified Certification Program
For the Disadvantaged Business Enterprise Program
in the State of Idaho**

THIS AGREEMENT is made and entered into by and between the attached listed Recipients and the Idaho Transportation Department (ITD), each a recipient as that term is defined by 49 CFR §26.81 and in accordance with the ITD approved Disadvantaged Business Enterprise (DBE) Program.

WHEREAS, 49 CFR §26.81 requires federal transportation fund recipients of a state to create a Unified Certification Program (UCP) as part of each recipient's DBE program; and

WHEREAS, the parties require certification, renewal, and decertification of firms as a DBE; and

WHEREAS, all recipients of federal transportation funds in this state are covered by the requirements of 49 CFR §26.81, and are also required to participate in a Unified Certification Program; and

WHEREAS, the parties desire to join together for cooperative action pursuant to carrying out the requirements of 49 CFR §26 and to establish an Idaho Unified Certification Program (IUCP); and

WHEREAS, the governing board of each party has by resolution authorized the entering into of the Agreement and the establishment of the IUCP; and

WHEREAS, by that agreement each current recipient and/or future recipients identified by the ITD are bound by the requirements of the IUCP and agree to abide by the requirements of the IUCP which is a continuation of the ITD current and previous process.

NOW, THEREFORE, in consideration of the mutual promises and benefits that each party shall derive therefrom, the parties agree as follows:

ARTICLE I: PURPOSES

The parties have entered into this Agreement for the purposes of creating an Idaho Unified Certification Program (IUCP) to be administered by the Idaho Transportation Department Office of Civil Rights (OCR). The ITD OCR will oversee the process for designation of a Certification Committee as stated in the approved ITD DBE Program under section III DBE Certification Process, A. Certification Committee. This Certification Committee will perform DBE certification, renewal, and decertification for Idaho recipients.

ARTICLE II: SERVICES

Section 2.1. Idaho Unified Certification Program

The IUCP is hereby created and implemented in accordance with 49 CFR §26.81, as amended.

- a. The IUCP will follow all certification, renewal, and decertification procedures in accordance with the certification standards of CFR 49, Subpart D of §26, the certification procedures of Subpart E of §26 and Subpart C of §23 as applied by the ITD in its DBE Program. This is addressed in the DBE Program Plan in Subpart E – DBE Certification Procedures. The Application Procedure for Certification as follows:
 - i. Applications are conducted online at: <https://itd.dbesystem.com>
 - ii. The ITD DBE Program Coordinator reviews the application and documentation to verify that the information is complete and then requests that the appropriate district Safety Compliance Officer (SCO) perform an on-site review.
 - iii. The Certification Committee will meet every thirty (30) days or sooner if necessary. The Certification Committee will make eligibility decisions within 90 days of receipt of all required information.
 - iv. Out of state firms applying for certification must be certified within their home state to qualify for the Idaho program. On-site-reviews from the out-of-state applicant will be accepted from the home state certification entity. See Subpart E.4, "Interstate Certification", in the DBE Program Plan.
 - v. A firm that believes that they have been wrongly denied certification may appeal in writing to the United States Department of Transportation, Departmental Office of Civil Rights, External Civil Rights Program Division, 1200 New Jersey Avenue SE, Washington, D.C. 20590. Appeals must be submitted within ninety (90) days after certification has been denied.
 - vi. A firm that receives a Notice of Intent to Decertify may request an informal hearing by the selected Hearing Officer. Requests for an oral hearing must be submitted within 10 days of the notification and will be conducted within 30 days of receipt of the request. A hearing request for written arguments must be submitted within 30 days and then the selected Hearing Officer will make a decision within 30 days from receipt of the request. Any request for a hearing must be directed to Office of Civil Rights Manager (OCRM) at the Idaho Transportation Department, 3311 West State Street, Boise, Idaho 83703-1129.
 - vii. The Idaho electronic DBE Directory located on the ITD website will be updated with additions, deletions, and other changes as they occur. In addition to this update, upon request interested members of the IUCP will be notified of changes as they occur.
- b. The IUCP will cooperate fully with oversight, review and monitoring activities of the United States Department of Transportation (USDOT) and its operating administrations.

- c. The IUCP will implement USDOT directives and guidance concerning certification, renewal, and decertification procedures in accordance with the certification standards of CFR 49, Subpart D of §26, the certification procedures of Subpart E of §26 and Subpart C of §23 as applied by the approved ITD DBE Program Plan.
- d. Each recipient party to this Agreement shall ensure that the IUCP has sufficient resources and expertise to carry out the requirements of 49 CFR §26 and §23. The ITD Office of Civil Rights is currently receiving appropriate resources to provide the needed actions to meet the requirements of 49 CFR §26 in the establishment and implementation of the IUCP.
- e. The IUCP will be fully implemented within 120 days of the Secretary's approval of the IUCP on the following schedule:
 - i. Within 90 days of the Secretary's approval of the IUCP, each party to this agreement will begin to utilize the unified procedures set forth in the IUCP Agreement.
 - ii. Within 120 days after the Secretary's approval of the IUCP, the Committee will begin to meet on a regular basis as required to certify DBE applicants.
 - iii. Within 60 days after the Secretary's approval the IUCP will post the unified DBE Directory on its website.

Section 2.2. Idaho Unified Certification Committee

The ITD/OCRM is identified as the administrator of the IUCP and responsible for the process for designation of the Certification Committee (Committee) which is established to administer the IUCP certifications as required by the approved ITD DBE Program Plan and CFR 49 §26, Subpart D and Subpart E and §23, Subpart C.

Section 2.3. DBE Directory

An online DBE Directory will be maintained by the ITD/OCR at <https://itd.dbesystem.com>.

Section 2.4. Classification of Business and Financial Information

Each recipient under this Agreement shall safeguard from disclosure to unauthorized person information that may reasonably be considered confidential business information consistent with Federal, State and local law.

ARTICLE III: TERM AND SCOPE OF AGREEMENT

Section 3.1. Term

This agreement shall be effective immediately upon its execution by all the parties hereto and the approval of the IUCP by the Secretary of the USDOT. This Agreement

and the IUCP shall continue in force as long as required by federal laws and regulations, unless terminated pursuant to Section 3.2. of the Agreement.

Section 3.2. Early Termination

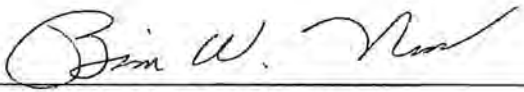
Any party to this Agreement may terminate its relationship to the IUCP upon a showing of non-recipient status, provided approval is given by USDOT for such termination.

Section 3.3. Limited Agreement

This Agreement is limited in scope and nothing contained in this Agreement shall imply any relationship between any of the signing parties beyond the creation and implementation of the IUCP.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below and attached:

IDAHO TRANSPORTATION DEPARTMENT

BY: 
BRIAN W. NESS, Director

DATE: 10/12/2017

STATEMENT OF AGREEMENT
Idaho Unified Certification Program
Attachment to IUPC Agreement

The Unified Certification Program process developed and implemented by the Idaho Transportation Department for the State of Idaho has been reviewed by the agency listed below. We acknowledge the IUPC Agreement is made and entered into by and between the participating agency noted below and the Idaho Transportation Department.

We recognize this program as the authorizing process for certification, recertification and decertification of firms in the Disadvantaged Business Enterprise Program for the State of Idaho as required by 49 CFR §26.81.

BY: _____

DATE: _____

AGENCY: _____

ADDRESS: _____

PHONE: _____

EMAIL: _____

SIGNATURE: _____

RETURN STATEMENT OF AGREEMENT TO:

civilrights@itd.idaho.gov

Office of Civil Rights
Idaho Transportation Department
P.O. Box 7129
Boise, Idaho 83703-1129

City of Coeur d'Alene
FIRE DEPARTMENT
"City of Excellence"

Staff Report

Date: January 23, 2018
From: Kenny Gabriel, Fire Chief
Re: EF Recovery Agreement

DECISION POINT: To adopt a Resolution approving the continuing agreement between the Fire Department and the EF Recovery, LLC, for the recovery of the cost of clean-up related to spill mitigation at auto accidents and other incidents.

HISTORY: The Fire Department responds to over 400 auto accidents and other incidents each year. At each incident, we perform a multitude of functions, one of which is spill mitigation. We have been using EF Recovery since 2005 to recover the costs of clean-up from the responsible parties and, through its efforts, we have received over \$100,000 in compensation. ER Recovery handles the interface with the insurance companies and other responsible parties once they receive the information from us. After each incident, we fill out an on-line report, attach appropriate supporting documentation, submit it, and EF Recovery does the rest. The insurance industry has been increasingly denying claims for municipalities which do not have a Resolution authorizing EF Recovery to act on their behalf. Having a Resolution would avoid the denial of claims, which would assure the full recovery of costs for incident responses.

FINANCIAL ANALYSIS: There is a very positive financial benefit for the City in using EF Recovery. Spill mitigation is recoverable under most, if not all, auto insurance policies. When we use labor, equipment, and materials to mitigate a spill, EF Recovery works efficiently and effectively with the responsible insurance company to obtain reimbursement for those costs. We have received over \$100,000 in cost reimbursement and have not had to independently purchase spill mitigation materials.

PERFORMANCE ANALYSIS: This Resolution would not change the current agreement with EF Recovery. We have enjoyed a great relationship with them since 2005. A Resolution would open the door for the recovery of additional costs as insurance companies are willing to pay more claims where the municipality has one in place.

DECISION POINT/RECOMMENDATION: Council should approve the Resolution authorizing the Fire Department to sign an agreement with EF Recovery, LLC, for the purpose of enhancing the recovery of costs incurred in responding to spills from auto accidents and other incidents.

RESOLUTION NO. 18-012

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE CONTINUATION OF AN AGREEMENT WITH EF RECOVERY, LLC, TO COLLECT FEES AUTHORIZED BY RESOLUTION FOR MOTOR VEHICLE ACCIDENT MITIGATION FROM THE RESPONSIBLE PARTY OR PARTIES, AND/OR THEIR INSURANCE CARRIER.

WHEREAS, Municipal Code § 2.28.010, duly adopted by the City Council and signed by the Mayor, provided for the creation of a fire department for the purpose of protecting life and property by providing fire prevention and suppression services, and by responding to other emergencies where fire department personnel and equipment can relieve threats to property or human health and safety; and

WHEREAS, Idaho Code § 63-1311 provides that a city may set and cause to be collected fees for those services provided by the city which would otherwise be funded by property tax revenues so long as they are reasonably related to, but do not exceed, the actual cost of the service being rendered; and

WHEREAS, the City's fire department provides emergency response to incidents involving motor vehicles within the city limits and as an official responding agency in districts or municipalities with which mutual aid agreements exist; and

WHEREAS, the City has determined that incidents involving motor vehicles often involve spillage or leakage of liquids such as oil, battery acid, fuel, anti-freeze, brake fluid, transmission fluid, and other petroleum based products, all of which constitute hazardous materials; and

WHEREAS, the City believes that its taxpayers should not be required to subsidize the costs for mitigation and clean-up of hazardous materials related to motor vehicle incidents which costs include, but are not limited to, supplies, fuel purchases, rehabilitation supplies, and repair and/or replacement of protective gear and equipment required by the department, OSHA, NFPA, and/or other similar guidance; and

WHEREAS, the City has previously adopted a Fee Schedule by Resolution authorizing the collection of fees for certain response calls including, but not limited to, motor vehicle accidents; and

WHEREAS, the City has determined that it is more economical and efficient to retain a third party contractor to recover said fees for those response calls including, but not limited to, motor vehicle accidents, from the responsible party or parties, and/or their insurance carrier; and

WHEREAS, the City has used EF Recovery, LLC, since 2005 to recover fees for spill mitigation performed by the fire department through interface with the responsible party or parties, and/or their insurance carriers; and

WHEREAS, EF Recovery, LLC, has been very successful in recovering said fees at a reasonable cost; and

WHEREAS, many insurance companies are now requiring proof of an agreement between EF Recovery, LLC, and the City, allowing EF Recovery, LLC, to act on behalf of the City, before they will negotiate with EF Recovery, LLC, for the recovery of City fees;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Coeur d'Alene City Council as follows:

1. The Fire Chief or his designee is authorized to continue to use EF Recovery, LLC, for the purpose of recovering fees for spill mitigation services by the fire department arising from motor vehicle accidents and other incidents from the responsible party or parties, and/or their insurance carrier;
2. The fees that may be recovered by EF Recovery, LLC, on behalf of the City shall be the charges billed in accordance with the City's Fee Schedule, to include costs for the responding vehicle(s) per the Idaho Fire Service Organization Rate Book (2009), the Idaho Department of Lands Emergency Equipment Rental Agreement (2009), fuel cost overhead, administrative fees incurred, labor, and materials, all as provided by Resolution of the City Council; and
3. The recoverable fees shall not exceed the costs of the services and/or expenses actually provided by the City; and
4. The agreement with EF Recovery, LLC, previously entered into by the City, shall remain in full force and effect in accordance with the terms thereof.

DATED this 20th day of February, 2018.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER ENGLISH Voted _____

_____ was absent. Motion _____.

ANNOUNCEMENTS

Memo to Council

DATE: February 12, 2018

RE: Appointments to Boards/Commissions/Committees

The following reappointment are presented for your consideration for the February 20th Council Meeting:

JEF LEMMON
JON INGALLS

DESIGN REVIEW COMMISSION
DESIGN REVIEW COMMISSION

Copies of the data sheets have been placed by your mailboxes.

Sincerely,

Amy Ferguson
Executive Assistant

cc: Renata McLeod, Municipal Services Director
Shana Stuhlmiller, Design Review Commission Staff Support

OTHER BUSINESS

**CITY COUNCIL
STAFF REPORT**

DATE: February 20, 2018
FROM: Bill Greenwood – Parks and Recreation Director

SUBJECT: BID Award for Memorial Park Restroom

=====

DECISION POINT:

Does City Council want to award the lowest bidder William Welch Corporation to construct Memorial Park Restroom and Picnic Shelter?

HISTORY:

On July 5, 2017 Council accepted the bid from Cameron-Riley to construct the Shared Parking and the Memorial Park reconstruction. With the acceptance of this bid Council rejected the add-alternate for the restrooms for this project. Staff believed we could install a pre-fabricated CXT type restroom that would come in on budget. Bids were received on January 25, 2018 as follows:

SUBMITTALS

COMPANY	AMOUNT
WM Welch Corp	\$245,000
T. LaRiviere	\$248,200
NNAC	\$253,580

FINANCIAL ANALYSIS:

William Welch Corporation was the lowest bidder at \$245,000 this cost of this is within the budgeted amount for the approved Cameron-Riley contract.

PERFORMANCE ANALYSIS:

The first design of the restroom was over budget and we considered a prefabricated CXT restroom. As we considered this option we asked for a modified design to see if we could make budget of \$280,000.

DECISION POINT/RECOMMENDATION:

Award the bid to William Welch Corporation in the amount of \$245,000 to construct Memorial Park Restroom and Picnic Shelter.

RESOLUTION NO. 18-013

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A CONTRACT WITH WM WELCH CORP FOR THE CONSTRUCTION OF THE MEMORIAL PARK RESTROOM AND PICNIC SHELTER.

WHEREAS, the Parks and Recreation Director of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a contract with WM Welch Corp, pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a contract with WM Welch Corp, in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 20th day of February, 2018.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER ENGLISH Voted _____

_____ was absent. Motion _____.

CONTRACT
for
MEMORIAL PARK RESTROOMS

THIS CONTRACT, made and entered into this 20th day of February, 2018, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as the “**CITY**”, and **WM WELCH CORP.**, 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 1101 W. Grange Avenue, Post Falls, ID 83854, hereinafter referred to as “**CONTRACTOR.**”

W I T N E S S E T H:

WHEREAS, the said **CONTRACTOR** has been awarded the contract for the Memorial Park Restrooms project according to contract documents on file in the office of the City Clerk of said **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 of Coeur d’Alene, 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 therefore 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 ~~at least Five Hundred Thousand Dollars (\$500,000)~~One Million dollars (\$1,000,000.00) 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, it being the intention that the minimum limits shall be those provided for under Idaho Code 6-924. A certificate of insurance providing at least thirty (30) days written notice to the **CITY** prior to cancellation of the policy shall be filed in the office of the City Clerk.

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

Employment Security Law including, at the option of the **CITY**, a surety bond in an amount sufficient to make such payments.

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

The **CONTRACTOR** agrees to receive and accept as full compensation for furnishing all materials, and doing all the work contemplated and embraced in the contract, an amount equal to the sum of the total for the items of work. The total for each item of work shall be calculated by determining the actual quantity of each item of work and multiplying that actual quantity by the unit price bid by the **CONTRACTOR** for that item of work. The total amount of the contract shall not exceed Two Hundred Forty-Five Thousand and no/100 Dollars (\$245,000.00).

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 Department.

The number of calendar days allowed for completion of the contract work shall be Ninety (90) calendar 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 above time limits, the **CONTRACTOR** shall pay to the **CITY** or have withheld from monies due, liquidated damages at the rate of Five Hundred and No/100 Dollars (\$500) per calendar day, which sums shall not be construed as a penalty.

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

The **CONTRACTOR** further 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.

The **CONTRACTOR** further agrees, in consideration of securing this contract, to comply will all the requirements of **Attachment 1**, which by this reference is incorporated herein.

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

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

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

- A) Advertisement For Bids
- B) Information For Bidders
- C) Bid Proposal
- D) Bid Bond
- E) Bidding Forms as Required
- F) Contract
- G) Labor and Materials Payment Bond
- H) Performance Bond
- I) Notice of Award

- J) Notice to Proceed
- K) Change Order
- L) General Conditions
- M) Technical Specifications
- N) Special Provisions
- O) Plans
- P) Addenda

No. 1, dated January 19, 2018

No. _____, dated _____, _____

THIS contract, with all of its forms, specifications and stipulations, shall be binding upon the parties hereto, their successors and assigns. However, CONTRACTOR shall not assign this contract, or any part thereof, without the prior written consent of the CITY.

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

**CITY OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO**

**CONTRACTOR:
WM WELCH CORP**

Steve Widmyer, Mayor

By: _____
William M. Welch
Its: President

ATTEST:

ATTEST

Renata McLeod, City Clerk

Name / Title _____

Attachment 1

This Attachment is to be inserted in every contract subject to Title VI of the Civil Rights Act of 1964 and associated Regulations.

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. Compliance with Regulations

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to ITD or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance

In the event of the contractor’s non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part.

Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request ITD enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

**CITY COUNCIL
STAFF REPORT**

DATE: February 20, 2018
FROM: Troy Tymesen, City Administrator
SUBJECT: Atlas Waterfront Project Opportunities

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DECISION POINT:

To provide funding for that Atlas Waterfront Project to take advantage of three time sensitive opportunities:

1. Structural Soil Import
2. Shoreline Stabilization permitting and grant applications
3. Soil Exploration Partnership with IDEQ Brownfields

HISTORY:

The City will be purchasing the Atlas Mill site and prepare the site for redevelopment and creation of public open space. igniteCDA's 2017 due diligence, as well as prior potential developer's due diligence, identified the need for site structural fill, shoreline stabilization and removal of unsuitable soils, including "Mt. Hink." igniteCDA's Engineer, Welch Comer Engineers, has identified the following opportunities that would allow the City to cost effectively address these items.

1. ITD's I-90 roadway lowering project will produce +/- 100,000 cubic yards of structural fill between April and August 2018, which can be acquired at less than "market rates." igniteCDA has authorized Welch Comer to start the time sensitive environmental clearance work.
2. Steve Gill, IDEQ has indicated that grant funding is likely available for shoreline stabilization work. If the City would like to complete that time sensitive (low water) work in the winter of 2019, the applications for permit and grant applications need to start now.
3. Steve Gill, IDEQ is also completing site soil contamination investigations in March/April 2018, but not geotechnical investigations. The City can "piggy back" the geotechnical work saving the costs of borings and test pits.

FINANCIAL ANALYSIS:

1. The I-90 fill material can be acquired, placed and compacted for \$495,000 (including engineering, permitting and compaction testing).
2. The shoreline stabilization concepts, permit applications and grant coordination estimated cost is \$45,000.

3. The soils investigation partnership estimated cost is \$35,000.

PERFORMANCE ANALYSIS:

1. The estimated cost of importing 100,000 CY of soil at “market rates” is \$1,600,000. The I-90 import cost is \$495,000 saving \$1,105,000.
2. The shoreline stabilization application for permits will need to be completed at some point. The permits can take 9 to 12 months to process. If the City plans to complete this work in 2019, and apply for currently available grants, the permit and grant work needs to start now.
3. IDEQ-Brownfields is completing soils investigations in March/April 2018. The City needs to understand the unsuitable soils geotechnical characteristics to effectively evaluate land uses in the Mt. Hink area and develop disposal options for Mt. Hink. Partnering with IDEQ will save the City approximately \$50,000 and provide information that will allow the City/igniteCDA to make better land use planning decisions.

Since the project is outside igniteCDA boundaries, igniteCDA can't participate in funding this work. The City will be adding value to the site by completing this work and igniteCDA has indicated that value may be recognized if igniteCDA expands/forms new districts over the Atlas site. Additionally, this work will add value to the property for future purchasers.

DECISION POINT/RECOMMENDATION:

Staff recommends the City Council approve \$575,000 in funding for this work and partner with igniteCDA to contract with NW Grading to purchase the I-90 fill material (\$420,000) and provide funding to igniteCDA in the amount of \$155,000 to complete the engineering related work with their engineer, Welch Comer Engineers.

Atlas Waterfront Site Opportunities

1. Structural soil import to make the site more useable, and valuable.
2. Shoreline stabilization permitting to prepare for grant funding and construction in 2019.
3. Site evaluation partnership with IDEQ Brownfields Program to identify site soils characteristics and improve land use planning.



Atlas Waterfront Structural Soil Import

- Summer 2017 igniteCDA and prior developer's due diligence identified the need for a significant amount of structural soil import to make the site useable.
- Estimated cost for 100,000 CY is \$1,600,000
- The Idaho Transportation Department (ITD) is lowering sections of I-90 and in excess of 100,000 CY of structural soils is available.
- Cost to the City is \$495,000
- Savings to the City (and site value increase) is \$1,105,000
- Soil import would start in April 2018 and end in August 2018
- igniteCDA has already funded the ITD environmental site clearance work.



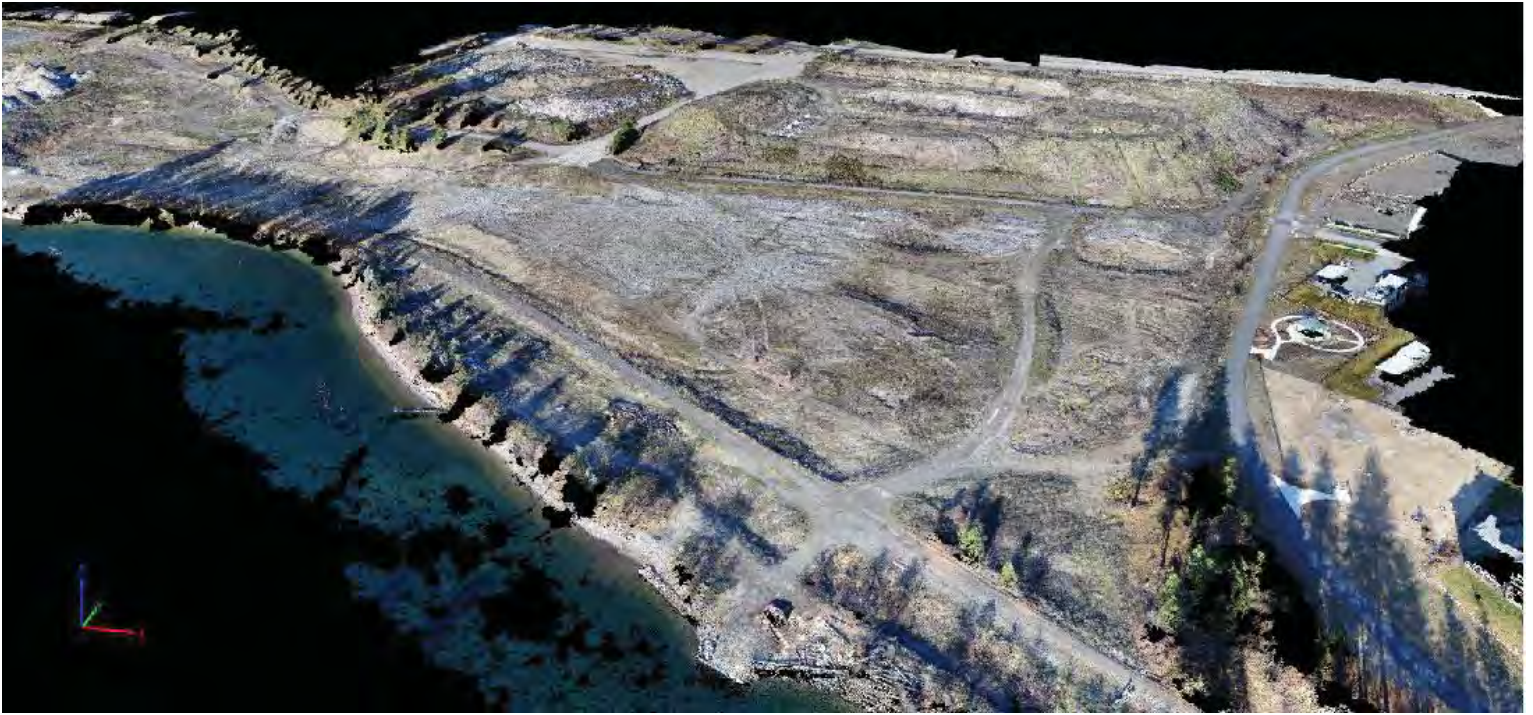
Soil Fill Area



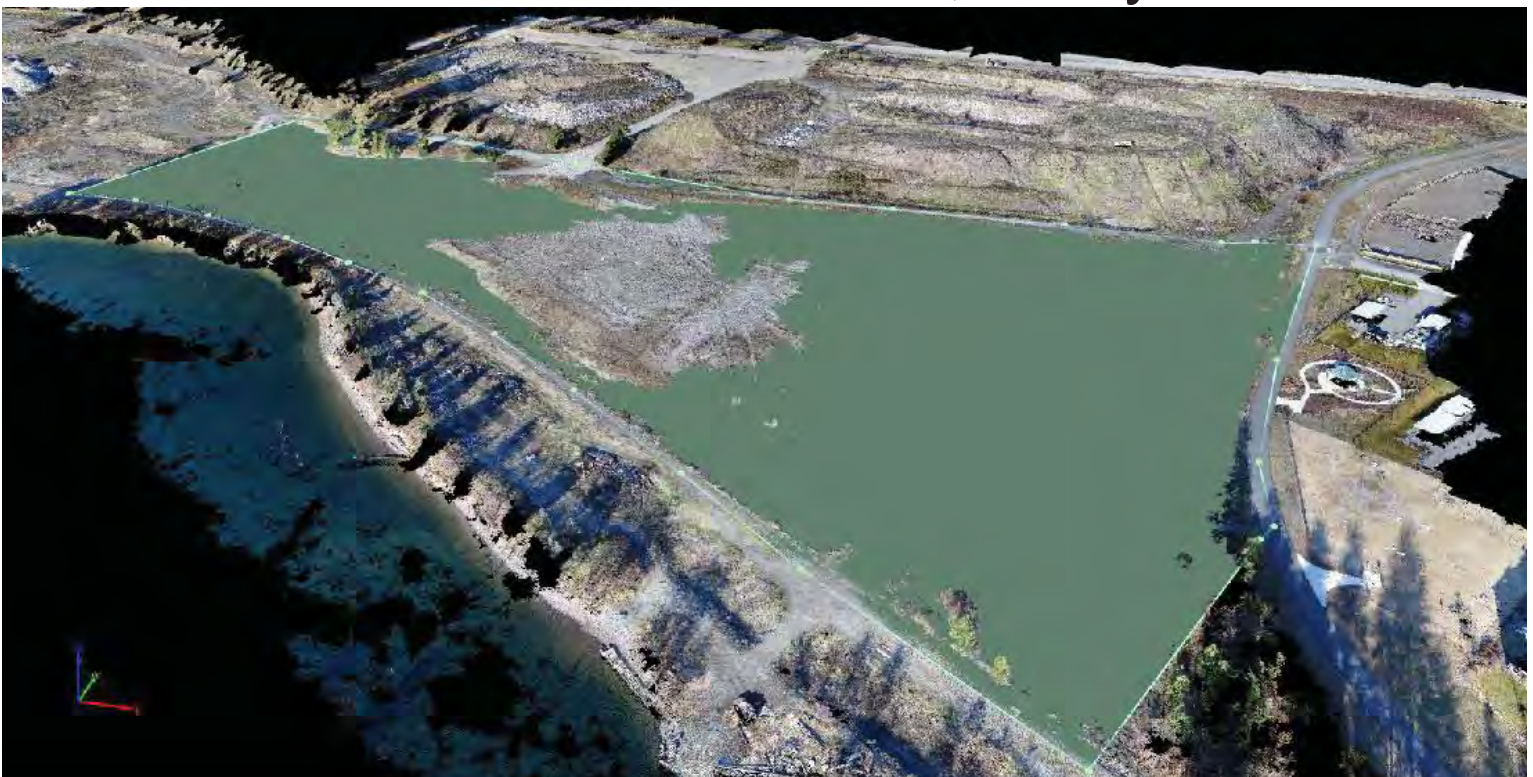
Looking Northwest



Aerial View



Aerial View with +/- 125,000 cy Fill



Atlas Waterfront Shoreline Stabilization

- igniteCDA and prior developers' identified shoreline stabilization that needs to occur.
- Shoreline stabilization work occurs above and below the ordinary high water mark and must be completed during low water (November to February)
- Shoreline stabilization permitting can take up to a year to complete.
- Grant funding appears to be available for shoreline stabilization.
- If the City would like to complete shoreline stabilization work in winter 2018/19, applications for permitting and grant coordination work needs to start now.
- Estimated cost for concepts, applications for permit, and grant applications: \$35,000



Existing Erosion



Existing Erosion

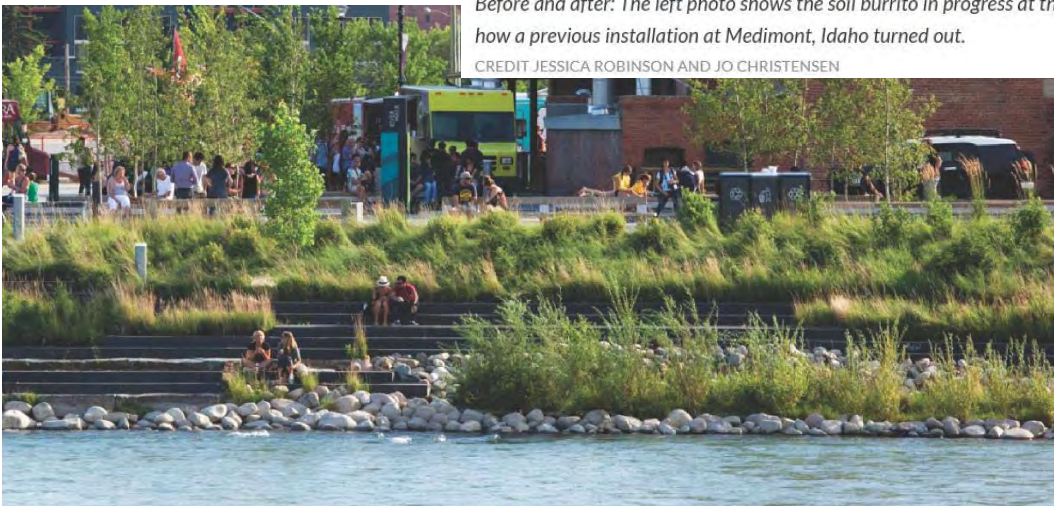


Shoreline Stabilization Options



Before and after: The left photo shows the soil burrito in progress at the Kahnderosa Campground. The right photo shows how a previous installation at Medimont, Idaho turned out.

CREDIT JESSICA ROBINSON AND JO CHRISTENSEN



Traditional Shoreline Stabilization



Soils Evaluation Partnership with IDEQ

- IDEQ Brownfields (Steve Gill) will be completing soil borings and excavations.
- The City can “piggy back” on the IDEQ work to evaluate the “depth and breadth” unsuitable soils.
- This information will be used to:
 - Determine what, if anything, Mt. Hink can be used for.
 - What material lies below Mt. Hink and what it can support (parks or buildings?).
 - What is buried along the shoreline (timber walls, rip rap, ?).
- Estimated Cost: \$35,000
- Estimated savings by partnering with IDEQ: \$50,000

Approximate Boring and Test Pit Locations



Recommendation

Provide \$420,000 to fund the soil import work by Northwest Grading and \$155,000 in funding to igniteCDA for the engineering work.