

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

AGENDA
VISION STATEMENT

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

The purpose of the Agenda is to assist the Council and interested citizens in the conduct of the public meeting. Careful review of the Agenda is encouraged. Testimony from the public will be solicited for any item or issue listed under the category of Public Hearings. Any individual who wishes to address the Council on any other subject should plan to speak when **Item E - 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.

January 15, 2019

A. CALL TO ORDER/ROLL CALL

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

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

F. ANNOUNCEMENTS

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

a. Appointment: Colleen Krajack to the Personnel Appeals Board.

G. 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 January 2, 2019 Council Meeting.

2. Approval of Bills as Submitted.
3. Approval of Financial Report.
4. **Resolution No. 19-002 -**
 - a. Approval of surplus Police Department vehicles
 - b. Approval of a Professional Services Agreement with Keller Associates for Design, Construction and Engineering Services for a New 12” Water Transmission Main on Hedberg Drive and Boyd Avenue
 - c. Approval of State/Local Agreement with the Idaho transportation Department (ITD) for Sherman Ave. & Lakeside Ave. Traffic Signal Design
 - d. Approval of a Cooperative Agreement and a Memorandum of Understanding with the Idaho Transportation Department for US -95 improvements associated with the FASTLANE grant

As Recommended by the City Clerk

H. OTHER BUSINESS:

1. Approval of Funding for Installation of Electric Vehicle Charging Equipment for New Parking Garage.

Staff Report by: Chris Bosley, City Engineer

I. PUBLIC HEARINGS:

1. (Legislative) **V-18-09**, Vacation of a pedestrian access, the 10’ strip of land known as Lot A, Block 2 of Bentwood Park Third Addition in the City of Coeur d’Alene

Staff Report by: Dennis Grant, Engineering Project Manager

- a. **Council Bill No. 19-1000 -** Approving the vacation of a pedestrian access, the 10’ strip of land known as Lot A, Block 2 of Bentwood Park Third Addition in the City of Coeur d’Alene.

J. RECESS TO JANUARY 17, 2019

***This meeting is aired live on CDA TV Spectrum Cable Channel 1301
and on Facebook live through the City’s Facebook page.***

Coeur d'Alene

CITY COUNCIL MEETING

January 15, 2019

MEMBERS OF THE CITY COUNCIL:

Steve Widmyer, Mayor

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

ANNOUNCEMENTS

Memo to Council

DATE: January 9, 2019

RE: Appointments to Boards/Commissions/Committees

The following reappointment is presented for your consideration for the January 15th Council Meeting:

COLLEEN KRAJACK PERSONNEL APPEALS BOARD

A copy of the data sheet has been placed by your mailboxes.

Sincerely,

Amy Ferguson
Executive Assistant

cc: Renata McLeod, Municipal Services Director
Melissa Tosi, HR Director

CONSENT CALENDAR

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

JANUARY 2, 2019

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room, January 2, 2019 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

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

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

INVOCATION: Pastor Tim Remington with the Altar Church provided the invocation.

PLEDGE OF ALLEGIANCE: Councilmember McEvers led the Pledge of Allegiance.

ANNOUNCEMENTS: The Mayor requested the appointment of Brinnon Mandel to the ignite cda board.

MOTION: Motion by Evans, seconded by McEvers, to appoint Brinnon Mandel to the ignite cda board. **Motion carried.**

CONSENT CALENDAR: **Motion** by McEvers, seconded by Gookin, to approve the Consent Calendar.

1. Approval of Council Minutes for the December 18, 2018 Council Meeting.
2. Approval of Minutes for the December 11, 2018 Public Works Committee Meeting
3. Approval of Bills as Submitted.
4. Setting of General Services and Public Works Committees meetings for Monday, January 7, 2019 at 12:00 noon and 4:00 p.m. respectively.
5. Setting a Public Hearing for January 15, 2019 for V-18-09, Vacation of a pedestrian access, the 10' strip of land known as Lot A, Block 2 of Bentwood Park Third Addition to the City of Coeur d'Alene
6. Setting a Public Hearing for February 5, 2019 for A-2-18: A proposed annexation of 2.50 acre annexation from Agricultural Suburban to R-1 zoning district, located at 3655 E. Fernan Hill Rd and 4151 E. Fernan Hill Rd, fronting the north side of N. Fernan Hill Rd, being tax parcel #4952 Applicant: Dave and Yvonne Palmer
7. Approval of a final plat for SS-18-14c, The City Lofts

8. **Resolution No. 19-001** - Approval of surplus police radios and the donation of such to the North Idaho College L.E. Program.

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

APPROVAL FOR THE PARKS DEPARTMENT TO APPLY FOR A RECREATIONAL TRAILS PROGRAM GRANT TO BUILD A NEW SHARED-USE PATH IN THE NEWLY ACQUIRED ATLAS WATERFRONT AND A SECOND APPLICATION FOR THE PURCHASE OF EQUIPMENT FOR USE IN MAINTAINING COEUR D'ALENE'S EXPANDING TRAIL SYSTEM.

STAFF REPORT: Trails Coordinator Monte McCully requested approval to apply for a grant for a shared-use path construction within the Atlas Waterfront property. He noted that in the 2008 Coeur d'Alene Trails and Bikeways Masterplan included a potential corridor for a bike path in the property that formerly housed the Atlas Mill. The 2017 plan update recommended the future trail be the main route of the Centennial Trail and suggested connections in the area to other trails. The City and ignite cda purchased the railroad right-of-way in 2014 for the purpose of ensuring public access and trails in the area as future development occurred. In 2017, the City purchased the entire 47-acre parcel to add public water access to the proposed trail system. This grant would help fund the trail going into the parcel with ignite cda contributing the remaining costs. The grant request would be in the amount of \$106,000 with \$200,000 contributed by ignite. Mr. McCully noted that the higher the match the more likely the grant would be funded, which is why ignite cda agreed to pay a higher match portion.

In regard to the equipment grant, Mr. McCully noted that in 2018, three more miles of paths were added on Seltice Way and in 2019, three more will be added to the maintenance schedule when ITD rebuilds the US 95 trail. The City of Coeur d'Alene mows, sweeps, conducts snow removal, and repairs 23-miles of trail within the City's 52-mile trail system. To keep up with growth, the Parks Department will need additional equipment in order to maintain the trails. The equipment to be covered by the grant includes a Bobcat, mower, snow blower and blade, with a total approximate cost of \$75,000. The grant would provide \$60,000, with funds from the Parks Department savings from a new bucket truck purchase last month to cover the remaining \$15,000 match.

DISCUSSION: Councilmember Gookin asked for clarity regarding the proposed Atlas trail location and if it were going to cover the trail through the Douglas property. Mr. McCully explained that the Atlas plan is still conceptual and that engineered drawings would be coming through Council for approval later. The grant funds will be used for the trail up to the Douglas property, not through it. Mayor Widmyer asked what the timeline is for the grant award. Mr. McCully noted that approval would occur in May; however, funds would not be available until August. Councilmember McEvers asked for clarification regarding acquiring more ITD trails. Mr. McCully confirmed that the City would only be willing to take over the trails after ITD rebuilds them. Councilmember Gookin asked about equipment already owned by the City that could do the same work. Mr. McCully noted that the proposed piece of equipment would have

more ability for attachments and would be able to handle more industrial-type work than the existing Kubota equipment.

MOTION: Motion by Gookin, seconded by Evans to approve the Parks Department to apply for a Recreational Trails Program grant to build a new shared-use path in the newly acquired Atlas Waterfront and a second application for the purchase of equipment for use in maintaining the City’s expanding trail system. **Motion carried.**

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

The meeting adjourned at 6:15 p.m.

ATTEST:

Steve Widmyer, Mayor

Renata McLeod, CMC, City Clerk

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

CITY CLERK

FUND	BALANCE 11/30/2018	RECEIPTS	DISBURSE- MENTS	BALANCE 12/31/2018
General-Designated	\$1,649,264	\$22,874		\$1,672,138
General-Undesignated	6,900,612	3,151,305	4,797,209	5,254,708
<u>Special Revenue:</u>				
Library	(44,755)	56,145	151,440	(140,050)
CDBG	12,192	53,343	70,294	(4,759)
Cemetery	57,815	16,941	34,090	40,666
Parks Capital Improvements	689,869	146,522	105,015	731,376
Impact Fees	3,195,449	31,549	57,257	3,169,741
Annexation Fees	19,255	35		19,290
Cemetery P/C	1,491,329	1,200	10,394	1,482,135
Jewett House	36,298	66	995	35,369
Reforestation	25,220	927		26,147
Street Trees	189,301	5,746	800	194,247
Community Canopy	2,950	6		2,956
Public Art Fund	52,226	96	184	52,138
Public Art Fund - ignite	626,478	1,146	423	627,201
Public Art Fund - Maintenance	99,244	182	16	99,410
<u>Debt Service:</u>				
2015 G.O. Bonds	74,829	26,173		101,002
<u>Capital Projects:</u>				
Street Projects	417,838	58,022		475,860
Atlas Waterfront Project	(94,885)	20,925	85,176	(159,136)
<u>Enterprise:</u>				
Street Lights	55,678	45,887	14,338	87,227
Water	3,748,811	392,201	467,797	3,673,215
Water Capitalization Fees	6,688,183	48,003	20,663	6,715,523
Wastewater	8,022,313	1,538,667	1,072,211	8,488,769
Wastewater-Reserved	1,258,681	27,500	189,829	1,096,352
WWTP Capitalization Fees	1,800,614	100,825	567,426	1,334,013
WW Property Mgmt	60,668			60,668
Sanitation	1,335,678	374,367	300,058	1,409,987
Public Parking	612,585	120,390	254,050	478,925
Drainage	1,311,878	134,542	148,002	1,298,418
Wastewater Debt Service	1,044,158	1,911		1,046,069
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	210,031	219,008	210,031	219,008
LID Advance Payments	-			-
Police Retirement	1,052,734		25,032	1,027,702
Sales Tax	1,810	193	1,810	193
BID	220,795	7,884		228,679
Homeless Trust Fund	408	636	408	636
GRAND TOTAL	\$42,825,553	\$6,605,217	\$8,584,948	\$40,845,822

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


 Vonnie Jensen, Comptroller, City of Coeur d'Alene, Idaho

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 THREE MONTH ENDED
 December 31, 2018

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JAN 9 2019

CITY CLERK

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 12/31/2018	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$253,438	\$56,473	22%
	Services/Supplies	11,400	783	7%
Administration	Personnel Services	299,969	48,361	16%
	Services/Supplies	20,200	(140)	-1%
Finance	Personnel Services	683,971	162,581	24%
	Services/Supplies	498,800	217,764	44%
Municipal Services	Personnel Services	1,236,651	313,102	25%
	Services/Supplies	644,479	142,951	22%
	Capital Outlay		16,650	
Human Resources	Personnel Services	312,985	64,104	20%
	Services/Supplies	74,125	22,723	31%
Legal	Personnel Services	1,178,684	294,249	25%
	Services/Supplies	53,253	7,220	14%
Planning	Personnel Services	594,382	145,699	25%
	Services/Supplies	133,600	17,307	13%
	Capital Outlay			
Building Maintenance	Personnel Services	378,357	84,781	22%
	Services/Supplies	157,475	31,642	20%
	Capital Outlay	17,000	5,500	
Police	Personnel Services	13,247,773	3,443,405	26%
	Services/Supplies	1,309,691	256,904	20%
	Capital Outlay			
Fire	Personnel Services	9,439,387	2,580,926	27%
	Services/Supplies	607,909	66,897	11%
	Capital Outlay			
General Government	Services/Supplies	86,850	86,262	99%
	Capital Outlay			
Police Grants	Personnel Services	115,292	13,742	12%
CdA Drug Task Force	Services/Supplies	40,000		
	Capital Outlay	60,000		
Streets	Personnel Services	2,990,394	720,522	24%
	Services/Supplies	1,694,650	159,834	9%
	Capital Outlay	241,500	44,320	18%
Parks	Personnel Services	1,553,223	337,118	22%
	Services/Supplies	583,350	93,888	16%
	Capital Outlay	165,000	63,851	39%


CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
THREE MONTH ENDED
December 31, 2018

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 12/31/2018	PERCENT EXPENDED
Recreation	Personnel Services	550,643	128,906	23%
	Services/Supplies	191,780	10,880	6%
	Capital Outlay	20,000		
Building Inspection	Personnel Services	886,775	204,370	23%
	Services/Supplies	39,410	(37)	0%
	Capital Outlay	33,935	22,800	67%
Total General Fund		<u>40,406,331</u>	<u>9,866,338</u>	<u>24%</u>
Library	Personnel Services	1,322,388	324,173	25%
	Services/Supplies	222,000	62,227	28%
	Capital Outlay	180,000	32,550	18%
CDBG	Services/Supplies	408,854	37,285	9%
Cemetery	Personnel Services	202,455	36,018	18%
	Services/Supplies	102,500	15,629	15%
	Capital Outlay	85,000	14,000	
Impact Fees	Services/Supplies	521,500	57,257	11%
Annexation Fees	Services/Supplies	286,000	286,000	100%
Parks Capital Improvements	Capital Outlay	131,500	150,118	114%
Cemetery Perpetual Care	Services/Supplies	207,000	25,981	13%
Jewett House	Services/Supplies	30,955	1,843	6%
Reforestation	Services/Supplies	8,000	4,099	51%
Street Trees	Services/Supplies	100,000	13,288	13%
Community Canopy	Services/Supplies	2,000	353	18%
Public Art Fund	Services/Supplies	348,500	41,754	12%
		<u>4,158,652</u>	<u>1,102,575</u>	<u>27%</u>
Debt Service Fund		<u>876,931</u>		

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
THREE MONTH ENDED
December 31, 2018

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 12/31/2018	PERCENT EXPENDED
Seltice Way	Capital Outlay			
Seltice Way Sidewalks	Capital Outlay	72,000		
Traffic Calming	Capital Outlay	40,000	135	0%
Govt Way - Hanley to Prairie	Capital Outlay			
Fastlane Project	Capital Outlay			
Kathleen Avenue Widening	Capital Outlay	360,000		
Margaret Avenue	Capital Outlay			
4th and Dalton	Capital Outlay	50,000		
US 95 Upgrade	Capital Outlay	30,000		
15th Street	Capital Outlay	25,000		
Ironwood	Capital Outlay			
Downtown Signal Imprvmnts	Capital Outlay	154,000		
Atlas Waterfront Project	Capital Outlay		85,159	
		731,000	85,294	12%
Street Lights	Services/Supplies	650,050	67,794	10%
Water	Personnel Services	2,073,534	491,634	24%
	Services/Supplies	4,580,300	326,031	7%
	Capital Outlay	5,543,500	184,374	3%
Water Capitalization Fees	Services/Supplies	1,700,000		
Wastewater	Personnel Services	2,793,403	660,056	24%
	Services/Supplies	6,562,993	550,689	8%
	Capital Outlay	8,224,700	1,486,982	18%
	Debt Service	2,178,563		
WW Capitalization	Services/Supplies	1,000,000		
Sanitation	Services/Supplies	4,154,083	931,694	22%
Public Parking	Services/Supplies	289,880	134,900	47%
	Capital Outlay		59,253	
Drainage	Personnel Services	115,166	29,174	25%
	Services/Supplies	764,458	80,219	10%
	Capital Outlay	920,000		
Total Enterprise Funds		41,550,630	5,002,800	12%
Kootenai County Solid Waste		2,600,000	455,301	18%
Police Retirement		180,760	44,511	25%
Business Improvement District		176,000		
Homeless Trust Fund		5,200	828	16%
Total Fiduciary Funds		2,961,960	500,640	17%
TOTALS:		\$90,685,504	\$16,557,647	18%

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



Vonnice Jensen, Comptroller, City of Coeur d'Alene, Idaho

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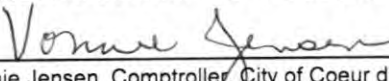
JAN 9 2019

CITY CLERK

City of Coeur d Alene
Cash and Investments
12/31/2018

Description	City's Balance
U.S. Bank	
Checking Account	1,117,113
Checking Account	29,573
Investment Account - Police Retirement	1,025,971
Investment Account - Cemetery Perpetual Care Fund	1,481,835
Wells Fargo Bank	
Federal Home Loan Bank Bond	1,000,037
Community 1st Bank	
Certificate of Deposit	1,012,408
Certificate of Deposit	207,637
Idaho Central Credit Union	
Certificate of Deposit	257,753
Idaho State Investment Pool	
State Investment Pool Account	34,454,065
Spokane Teacher's Credit Union	
Certificate of Deposit	257,304
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	40,845,822

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



Vonnice Jensen, Comptroller, City of Coeur d'Alene, Idaho

RESOLUTION NO. 19-002

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE BELOW MENTIONED AGREEMENTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING: DECLARING TWO POLICE DEPARTMENT VEHICLES TO BE SURPLUS AND AUTHORIZING THEIR DISPOSITION; APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH KELLER ASSOCIATES FOR DESIGN, CONSTRUCTION AND ENGINEERING SERVICES FOR A NEW 12" WATER TRANSMISSION MAIN ON HEDBERG DRIVE AND BOYD AVENUE; APPROVING A STATE/LOCAL AGREEMENT WITH THE IDAHO TRANSPORTATION DEPARTMENT FOR THE SHERMAN AVENUE & LAKESIDE AVENUE TRAFFIC SIGNAL DESIGN; AND APPROVING A COOPERATIVE AGREEMENT AND A MEMORANDUM OF UNDERSTANDING WITH THE IDAHO TRANSPORTATION DEPARTMENT FOR US-95 IMPROVEMENTS ASSOCIATED WITH THE FASTLANE GRANT.

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

- A) Declaring two Police Department vehicles as surplus and authorizing its disposition;
- B) Approving a Professional Services Agreement with Keller Associates for design, construction and engineering services for a new 12" water transmission main on Hedberg Drive and Boyd Avenue;
- C) Approving a State/Local Agreement with the Idaho Transportation Department for the Sherman Avenue & Lakeside Avenue traffic signal design;
- D) Approving a Cooperative Agreement and a Memorandum of Understanding with the Idaho Transportation Department for US-95 Improvements associated with the FASTLANE grant;

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 and take the described action;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into the agreements and take the other action for the subject matter, as set forth in

substantially the form attached hereto as Exhibits "A" through "D" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements and the other action, so long as the substantive provisions of the contracts and agreement, and the other action remain intact.

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

DATED this 15th day of January, 2019.

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 _____.



Coeur d'Alene Police Department

Protect and Serve with Excellence

3818 SCHREIBER WAY
COEUR D'ALENE, IDAHO 83815
(208) 769-2321
www.cdapolicy.org

CITY COUNCIL COMMITTEE STAFF REPORT

DATE: January 15, 2019
FROM: Steve Moran – Fleet Manager
SUBJECT: Declaration of Surplus Vehicles

Decision Point

Should the City Council authorize the declaration of two (2) City owned vehicles as surplus and sell the vehicles at auction?

History

These vehicles have reached the end of their useful life. Both these vehicles have served the Police Department in patrol, volunteer and eventually administrative capacities. The vehicles to be declared surplus are listed below.

Financial Impact

There is no financial impact to the City, other than minimal costs of transportation to Post Falls for auction. The auctioneer receives a 20% commission for sales between \$500 and \$749.99, 15% commission for sales from \$750.00 to \$999.00 and 10% for sales over \$1000.

Any proceeds from the sale of these surplus vehicles will be returned to the General Fund.

Decision Point/Recommendation

Staff recommends the City Council authorize the declaration of two (2) vehicles assigned to the Police Department as surplus and sell the vehicles at auction.

Vehicle Surplus List

2003 Chevrolet Impala - 2G1WF55K339309447	123,263 miles	P791
2009 Ford Crown Vic - 2FAHP71V89X124040	126,261 miles	P1286

**CITY COUNCIL
STAFF REPORT**

DATE: January 15, 2019
FROM: Kyle Marine, Water Assistant Superintendent
SUBJECT: New 12” Water Transmission Main construction on Hedberg and Boyd Ave. -
Consultant Services – Approval of Keller Associates

DECISION POINT: Should Council approve a contract with Keller Associates for the design, construction and engineering services for a new water transmission main extending from the Elm Street Booster Station to a connection point at N 23rd Street?

HISTORY: The Elm Street Booster Station currently serves over 600 customers from Stanley Hill to Fernan Hill and everything in-between. The booster station has 3 pumps that are running at a maximum capacity of 1720 GPM. The connections in this zone have exceeded the established capacity of the booster and Stanley Hill Storage Tank. If there is any significant amount of water usage in the boosted zone, either for fire flow or peak irrigation, the customers at the top of Fernan Hill Road immediately lose water pressure. We unfortunately can no longer guarantee that we can meet peak fire demand at the ends of Fernan Hill Road and East Harrison Ave. The 2012 Water Comprehensive Plan Update looked at this deficiency and recommended a phased approach to a new transmission main, a new booster station, and a new storage facility to split the existing zone into two smaller zones, each with their own station and tank. Customers in the lower elevation that currently experience high pressure could then be returned to the General Zone, alleviating some additional load on the existing system. This is expected to allow sufficient time for a phased upgrade approach.

FINANCIAL ANALYSIS: Funding for the proposed project is included in the 2018 -19 FY budget at \$1.5 million. This is part of our Water Comp Plan schedule for the first phase of Elm Street Booster Zone enhancement. Staff utilized the recent on-call consultant list to select a suitable consultant for this project. Keller Associates has submitted an acceptable quote of \$34,100.00 for the proposed project.

PERFORMANCE ANALYSIS: Staff used the current city selection of proposed engineering companies from the On-Call Consultant preapproved list. Staff believes Keller Associates is best suited for this project. Staff met with the consultant to discuss a scope of work in detail so that the consultant could provide a quote for design and construction services. A Consultant Services Agreement has been prepared for Council approval. Once approved and design is complete we will bring back a bid packet for approval and proceed with construction.

DECISION POINT/RECOMMENDATION: Council should approve a Consultant Services Agreement with Keller Associates for design, construction and engineering services for a new transmission main in the amount of \$34,100.00.

PROFESSIONAL SERVICES AGREEMENT

Between
CITY OF COEUR D'ALENE

And
Keller Associates

For
12" Water Transmission Main Engineering and Construction Services

THIS Agreement, made and entered into this 15th day of January, 2019, between the CITY OF COEUR D'ALENE, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "City," and KELLER ASSOCIATES, INC, an Idaho corporation, with its principal place of business at 601 E Sherman Ave, Coeur d'Alene ID, hereinafter referred to as the "Consultant,"

W I T N E S S E T H:

Section 1. Definition. In this agreement:

A. The term "City" means the City of Coeur d'Alene, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814.

B. The term "Consultant" means Keller Associates Inc., 601 E Sherman Avenue, Coeur d'Alene, Idaho, 83814.

C. The term "Mayor" means the mayor of the city of Coeur d'Alene or his authorized representative.

Section 2. Employment of Consultant. The City hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereinafter set forth.

Section 3. Scope of Services.

A. The Consultant shall perform the services described in the Scope of Services attached hereto and incorporated herein by reference as Exhibit "A".

B. Area Covered: The Consultant shall perform all the necessary services provided under this Agreement respecting the tasks set forth in the Scope of Services.

Section 4. Personnel.

A. The Consultant represents that it has or will secure at its own expense all personnel required to perform its services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.

B. All of the services required hereunder will be performed by the Consultant or under his direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

C. The Consultant agrees to maintain Worker's Compensation coverage on all employees, including employees of subconsultants, during the term of this Agreement as required by Idaho Code Section 72-101 through 72-806. Should the Consultant fail to maintain such insurance during the entire term hereof, the Consultant shall indemnify the City against any loss resulting to the City from such failure, either by way of compensation or additional premium liability. The Consultant 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.

Section 5. Time of Performance. The services of the Consultant shall commence upon execution of this Agreement by the Mayor and shall be completed within Three Hundred Sixty Five (365) days thereafter. The period of performance may be extended for additional periods only by the mutual written agreement of the parties.

Section 6. Compensation.

A. Subject to the provisions of this Agreement, the City shall pay the Consultant an amount not to exceed Thirty One Thousand One Hundred Dollars and NO/100 (\$31,100).

B. Except as otherwise provided in this Agreement, the City shall not provide any additional compensation, payment, use of facilities, service or other thing of value to the Consultant in connection with performance of agreement duties. The parties understand and agree that, except as otherwise provided in this Section, administrative overhead and other indirect or direct costs the Consultant may incur in the performance of its obligations under this Agreement have already been included in computation of the Consultant's fee and may not be charged to the City.

Section 7. Method and Time of Payment. The City will pay to the Consultant an amount not to exceed the amount set forth in Section 6 which shall constitute the full and complete compensation for the Consultant's professional services. Payment shall be made through monthly progress payments, invoices for which 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 for the work completed in the previous calendar month. Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council.

Section 8. Termination of Agreement for Cause. If, through any cause within Consultant's reasonable control, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall, after providing Consultant reasonable time to remedy the deficiency, thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date

thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished hard copy documents, data, studies, surveys, and reports or other material prepared by the Consultant under this agreement shall at the option of the City become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred.

Section 9. Termination for Convenience of City. The City may terminate this Agreement at any time by giving thirty (30) days written notice to the Consultant of such termination and specifying the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Section 8 above shall, at the option of the City, become its property. The Consultant shall be entitled to receive compensation not exceed the amount reasonably billed for work actually done and expenses reasonably incurred as of the effective date of the termination.

Section 10. Modifications. The City may, from time to time, require modifications in the general scope of services initial basic services of the Consultant to be performed under this Agreement. The type and extent of such services cannot be determined at this time; however, the Consultant agrees to do such work as ordered in writing by the City, and the City agrees to compensate the Consultant for such work accomplished by written amendment to this Agreement.

Section 11. Interest of Members of City and Others. No officer, member, or employee of the City and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly, interested or has any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

Section 12. Assignability.

A. The Consultant shall not assign any interest or duty in this Agreement and shall not transfer any interest or duty in the same (whether by assignment or novation) without the prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Consultant from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

B. The Consultant shall not delegate duties or otherwise subcontract work or services under this Agreement without the prior written approval of the City.

Section 13. Interest of Consultant. The Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that, in the performance of this Agreement, no person having any such interest shall be employed.

Section 14. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.

Section 15. Publication, Reproduction and Use of Materials. No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data electronic files, or other materials prepared under this Agreement. Consultant shall provide copies of such work products to the City upon request.

City may make and retain copies of Documents for information and reference in connection with use on the Project by the City. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by the Consultant, as appropriate for the specific purpose intended, will be at the City's sole risk and without liability or legal exposure to the Consultant and Consultant's subconsultants. To the extent allowed by law, the City shall indemnify and hold harmless the Consultant and Consultant's subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.

Section 16. Audits and Inspection. Consultant shall provide access for the City and any duly authorized representatives to any books, documents, papers, and records of the Consultant that are directly pertinent to this specific agreement for the purpose of making audit, examination, excerpts, and transcriptions. Consultant shall retain all records pertinent to the project for three years after final payment and all other pending matters are closed.

Section 17. Jurisdiction; Choice of Law. Any civil action arising from this Agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County, Idaho. The law of the state of Idaho shall govern the rights and obligations of the parties.

Section 18. Non-Waiver. The failure of the City at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the City thereafter to enforce each and every protection hereof.

Section 19. Permits, Laws and Taxes. The Consultant shall acquire and maintain in good standing all permits, licenses and other documents necessary to its performance under this Agreement. All actions taken by the Consultant under this Agreement shall comply with all applicable statutes, ordinances, rules, and regulations. The Consultant shall pay all taxes pertaining to its performance under this Agreement.

Section 20. Relationship of the Parties. The Consultant shall perform its obligations hereunder as an independent contractor of the City. The City may administer this Agreement and monitor the Consultant's compliance with this Agreement but shall not supervise or otherwise direct the Consultant except to provide recommendations and to provide approvals pursuant to this Agreement.

Section 21. Integration. This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

Section 22. City Held Harmless.

A. The Consultant shall save, hold harmless, and indemnify the City, its officers, agents and employees from and against any and all damages or liability arising out of the Consultant's wrongful acts or negligence, including costs and expenses, for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by any person or persons or property arising from Consultant's performance of this Agreement and not arising from Consultant's professional services. To this end, Consultant shall maintain general liability insurance in at least the amounts set forth in Section 25A.

B. The Consultant shall save, hold harmless and indemnify the City, its officers, agents, and employees from and against damages or liability arising out of the Consultant's negligent acts, errors, or omissions, including costs and expenses for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by persons or property to the extent arising from Consultant's negligent performance of this Agreement, including but not limited to Consultant's professional services. To this end, Consultant shall maintain Errors and Omissions insurance in at least the amounts set forth in Section 25B.

Section 23. Notification. Any notice under this Agreement may be served upon the Consultant or the City by mail at the address provided in Section 1 hereof.

Section 24. Special Conditions. Standard of Performance and Insurance.

A. Consultant shall maintain general liability insurance naming the City, its entities, and its representatives as additional insureds in the amount of at least \$500,000.00 for property damage 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 by Idaho Code § 6-924.

B. In performance of professional services, the Consultant will use that degree of care and skill ordinarily exercised under similar circumstances by members of the Consultant's profession. Should the Consultant or any of the Consultants' employees be found to have been negligent in the performance of professional services from which the City sustains damage, the Consultant has obtained Errors and Omission Insurance in at least the amount of five hundred

thousand dollars (\$500,000.00). The Consultant shall maintain, and furnish proof thereof, coverage for a period of two years following the completion of the project.

C. The Consultant shall obtain and maintain auto liability insurance in the amount of \$500,000.00 for the duration of the project.

D. Prior to work under this Agreement, the Consultant shall furnish to the City certificates of the insurance coverages required herein, which certificates must be approved by the City Attorney. Certificates shall provide cancellation notice information that assures at least thirty (30) days' notice prior to cancellation of the policy for any reason in which case the Consultant shall promptly notify the City.

Section 25. Non – Discrimination.

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

A. The consultant 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.

B. The consultant, 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 employees and sub-consultants, including procurement of materials and leases of equipment. The Consultant 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.

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

D. The Consultant 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 consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to ITD or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

E. In the event of the Consultant'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 Consultant under the contract until the consultant complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part.

The Consultant 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 Consultant shall take such action with respect to any subconsultant 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 consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request ITD enter into such litigation to protect the interests of the state and, in addition, the Consultant may request the USDOT enter into such litigation to protect the interests of the United States.

IN WITNESS WHEREOF, this Agreement executed the day and year first written above.

CITY OF COEUR D'ALENE

KELLER ASSOCIATES

Steve Widmyer, Mayor

By _____
Its _____

ATTEST:

ATTEST:

Renata McLeod, City Clerk

Name/Title

Attachment A

Scope of Work

12" Water Line Extension (Hedberg/Boyd) Project

City of Coeur d'Alene, Idaho

Keller Associates Project No.: 219XXX-000

The City of Coeur d'Alene (Owner) desires to connect two water transmission lines with approximately 1,400 feet of 12" PVC water line and two separate 8" water line(s) connections and valving as seen in the concept vicinity map (page 5). The proposed water main will be placed within the existing right-of-way/roadway. The scope of these services is to develop construction drawings, assist with bidding and award of the project and oversee construction of the project.

TASK 1 – SURVEYING

Consultant Responsibilities:

- 1.1 The Consultant will perform a topographic design survey under the direction of a Professional Land Surveyor. The survey will identify visible site features from right-of-way to right-of-way for the extent of the project. Features will include asphalt roadway, curbs, fences, signage, driveways, sidewalks, tree drip lines that encroach on the right-of-way and visible surface utilities and underground utilities which have been pre-marked by digline.
- 1.2 Inverts will be measured on sanitary and storm drain manholes and inlets where applicable.
- 1.3 The survey will be based on Kootenai County G.P.S. control unless otherwise specified by the City.
- 1.4 The consultant will be responsible for providing survey for approximately 2,000 feet of water line extension. In the event the water line needs to be moved or extended further and or outside of the roadway additional survey information is needed, this will be provided as an additional service.

Owner Responsibilities:

- 1.5 Provide information on presence and location of private and City underground utilities.

Assumptions:

- 1.6 No property boundary survey or monuments will be completed or set as part of this work.
- 1.7 Consultant will attempt to accurately locate and map underground utilities as marked by others, but cannot guarantee the precise locations of utilities not properly marked by the utility owner or unrecorded.
- 1.8 The topographic survey will be completed using GPS survey methods.

TASK 2 – WATER MAIN DESIGN

Consultant Responsibilities:

- 2.1. Prepare plan and profile construction drawings for approximately 1,400 feet of 12" water main extension and two separate 8" water line(s) connections and valving. Plans will include City of Coeur d'Alene waterline details, other marked utilities, surface repair, and city's standard notes with any supplemental notes.
- 2.2. Contract documents will be prepared using 2017 Idaho Standards for Public Works Construction (ISPWC) owner supplemental standards, and front-end contract documents based on the 2013 Engineers Joint Contract Documents Committee (EJCDC) documents with supplemental modifications.
- 2.3. Idaho Department of Environmental Quality (IDEQ) Drinking Water distribution checklist will be prepared for the project.
- 2.4. Plans will be reviewed by an independent Qualified Licensed Professional Engineer (QLPE) and submitted to IDEQ. The IDEQ QLPE checklist form will be completed and submitted to IDEQ.
- 2.5. Two design review meetings with the City are assumed. First meeting will be a concept alignment review meeting and the second meeting will be a 90% design review meeting with the City that include a review of plans and contract documents.

Owner Responsibilities:

- 2.6. Provide input on design plans and contract documents.
- 2.7. Provide legal and risk review of bidding documents.
- 2.8. The City of Coeur d'Alene will perform a QLPE review of the waterline extension.

Assumptions:

- 2.9. No hydraulic modeling will be completed for this project. The City provided the sizing of the water line (12") and (8").
- 2.10. This scope and budget assumes a single set of bid documents to be awarded to a single contractor. The project will be funded by local funds; no funding documents or support are included in this scope of work.
- 2.11. Final design services do not include environmental field work, reports, or permitting, geotechnical field investigation or assessments. Construction specifications will require the Contractor to prepare a traffic control plan and stormwater pollution prevention plan (SWPPP).
- 2.12. No permits will be submitted or completed by the consultant.
- 2.13. City will provide previous example of front end documents as a reference.
- 2.14. ISPWC will be used for technical specifications.
- 2.15. The plans will consist of the following sheets

- a. Cover Page
- b. One (1) Construction notes sheet
- c. Five (5) plan and profile sheets
- d. Two (2) sheets of details.

2.2 It is not anticipated that modifying other utilities will be completed for this project. In the event that modifications need to occur it will be provided as additional services.

Deliverables:

- 2.16. Concept water line alignment.
- 2.17. 100% design plans and specifications.

TASK 3 – BIDDING AND AWARD

Consultant Responsibilities:

- 3.1 Assist Owner in advertising project by providing an advertisement for bid that will be published by the Owner in the local paper(s).
- 3.2 Review bids for compliance with the contract documents and prepare recommendation letter to Owner.
- 3.3 Assist Owner in award documents to contractor.

Owner Responsibilities:

- 3.4 Publication costs.
- 3.5 Obtain approval to bid and construct project.
- 3.6 Advertise the project through local newspaper.
- 3.7 Construction Agreement legal support.
- 3.8 Execute agreement with contractor.

Assumptions:

- 3.9 It is anticipated that no pre-bid meeting will be held and/or site tours.
- 3.10 This is a one-time bid process and Re-bidding can be provided as an additional service.

TASK 4 – CONSTRUCTION SUPPORT

Consultant Responsibilities:

- 4.1. A pre-construction conference will be led by the Consultant and attended by the Owner, the contractor and subcontractors.
- 4.2. Consultant will review Contractor's submittals to check that proposed materials generally conform to the specifications. While the Consultant will review and may approve submittals

furnished by the contractor, it is recognized that the contractor is solely responsible for furnishing and performing the work in accordance with the contract documents.

- 4.3. Review and make recommendations of contractor pay requests, change orders, and field orders. The Consultant will also provide plan and specification clarification.
- 4.4. For the purposes of budgeting, a construction window of 30 calendar days is assumed.
- 4.5. The Consultant will visit the site at intervals appropriate to the stage of construction in order to observe the progress and quality of the work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment. Based on information obtained during such visits and observations, Consultant will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and keep Owner informed of the progress of the Work. Consultant shall endeavor to provide further protection for Owner against defects and deficiencies in the Work.
- 4.6. Consultant shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work.
- 4.7. Accordingly, Consultant neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. For budgeting purposes, ten hours of observation per week has been assumed.

Owner Responsibilities:

- 4.8. Provide oversight at key points of construction such as connections to other water mains.

Assumptions:

- 4.9. This task will be billed on a time and materials basis.
- 4.10. No construction assistance will be provided by the Consultant.

TASK 5 – RECORD DRAWINGS

Consultant Responsibilities:

- 5.1. Prepare record drawings of water main and submit to IDEQ.

Owner Responsibilities:

- 5.2. Updating GIS and Owner mapping/recording system.

Assumptions:

5.3. Record drawings will include one hard copy and one digital PDF.

Deliverables:

5.4. Record drawings of water main.

ASSUMPTIONS:

The Scope of Work excludes the following:

- Potholing and geotechnical exploration, if needed
- The entire roadway is located within the existing right-of-way
- Pavement design
- Publication costs
- Easement and right-of-way acquisition/support
- Environmental permitting and field work
- SWPPP and traffic control plans
- Modeling support
- Bidding and construction legal and risk review support.

SCHEDULE:

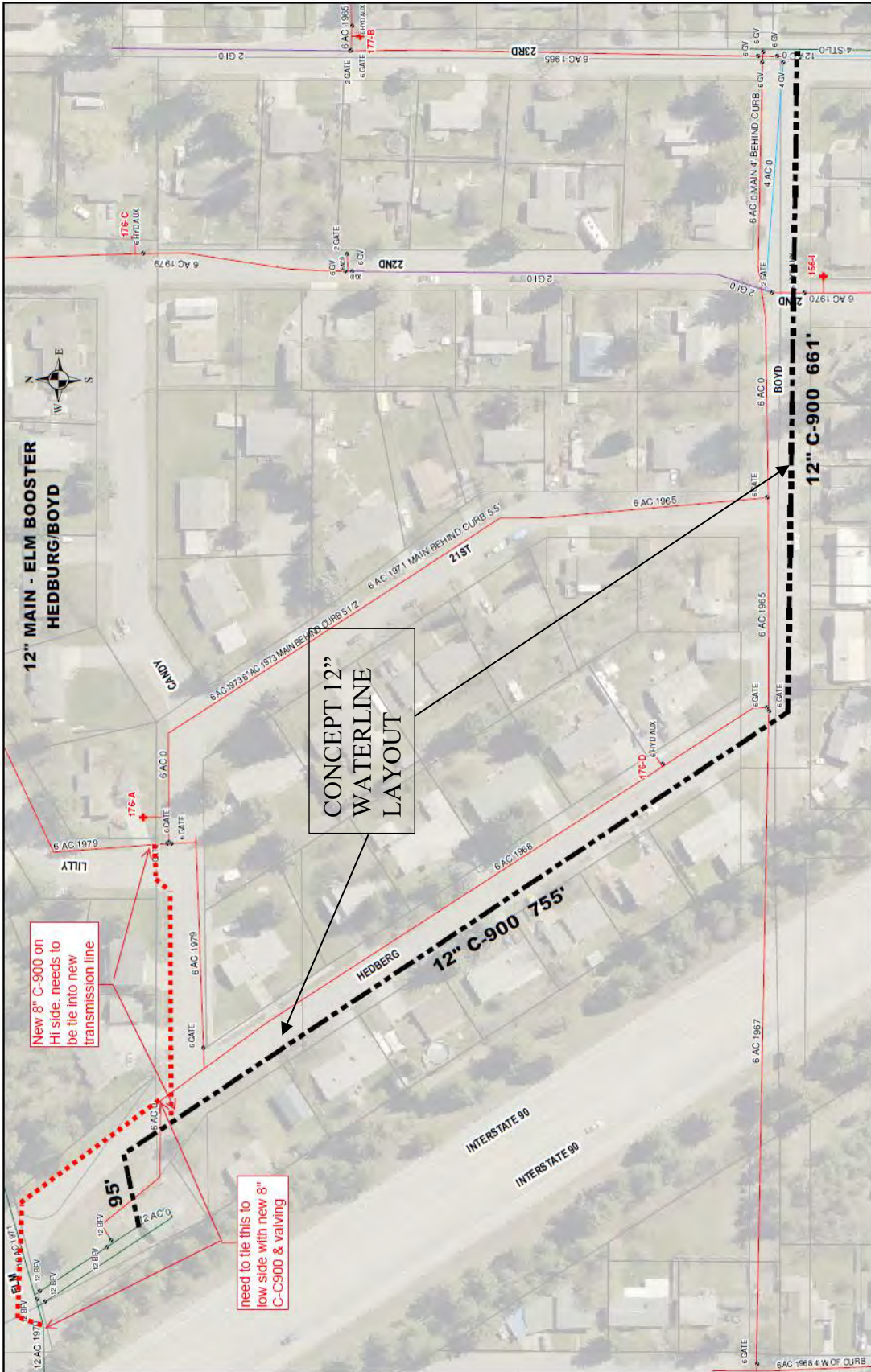
Below is a preliminary project schedule. The intent is to have the project constructed by fall of 2019.

Task	Timeline
Task 1: Surveying	January 19' – February 19' (weather permitting)
Task 2: Design	March 19' – April 19'
Task 3: Bidding	May 19' – June 19'
Task 4: Construction Support	July 19'
Task 5: Record Drawings	Shortly after construction

CONSULTANT COMPENSATION:

Consultant will be compensated on a lump sum basis for Tasks 1, 2, 3, and 5. Task 4 will be billed on a time and materials basis as shown below.

Task	Terms	Amount
Task 1: Surveying	LS	\$6,700
Task 2: Water Main Design	LS	\$16,200
Task 3: Bidding and Award	LS	\$2,200
Task 4: Construction Support	T&M	\$8,000
Task 5: Record Drawings	LS	\$1,000
Total Fee		\$34,100



**12" MAIN - ELM BOOSTER
HEDBURG/BOYD**

CONCEPT 12" WATERLINE LAYOUT

New 8" C-900 on HI side. needs to be tie into new transmission line

need to tie this to low side with new 8" C-C900 & valving

05/04/16

**CITY COUNCIL
STAFF REPORT**

DATE: January 15, 2019
FROM: Chris Bosley – City Engineer
SUBJECT: State/Local Agreement for Sherman Ave/Lakeside Ave Traffic Signal
LHSIP Grant

DECISION POINT:

Should Council approve the State/Local Agreement for design of the Local Highway Safety Improvement Program (LHSIP) project to upgrade traffic signals on Sherman Ave. and Lakeside Ave. in downtown Coeur d’Alene?

HISTORY:

The existing traffic signals in downtown Coeur d’Alene are outdated and in need of upgrades, with some signals being over 25 years old. After Council approved submittal of the Federal grant application through the Local Highway Technical Assistance Council (LHTAC), the City was awarded the grant. In order to select an engineering consultant for design of the project, LHTAC requires a signed State/Local agreement.

FINANCIAL ANALYSIS:

The City’s estimated match requirement for the LHSIP grant is \$91,896.80, which has been included in this year’s budget, of which \$2,000 is required prior to design. The resulting project will provide approximately \$1,252,000 in signal upgrades to downtown Coeur d’Alene.

PERFORMANCE ANALYSIS:

Approval of this agreement will allow staff and LHTAC to select a consultant to begin design. Once complete, the project will provide much needed traffic signal upgrades in the downtown area, improving pedestrian safety, ADA accessibility, and traffic efficiency. Construction is scheduled to begin in 2021.

DECISION POINT/RECOMMENDATION:

Council should approve the State/Local agreement with the Local Highway Technical Assistance Council.

STATE/LOCAL AGREEMENT
(PROJECT DEVELOPMENT)

PROJECT NO. A021(993)
SHERMAN AVE & LAKESIDE AVE, COEUR D'ALENE
KOOTENAI COUNTY
KEY NO. 21993

PARTIES

THIS AGREEMENT is made and entered into this 15th day of January, 2019, by and between the **IDAHO TRANSPORTATION BOARD**, by and through the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter called the STATE, and the **CITY OF COEUR D'ALENE**, acting by and through its Mayor and Council, hereafter called the SPONSOR.

PURPOSE

The SPONSOR has requested that the STATE include in its Idaho Transportation Investment Program the Local Highway Safety Improvement Program (LHSIP) Project with Key No. 21993, described as Traffic Signal Upgrade. Project development is to be performed by Consultant Engineers. The purpose of this Agreement is to set out the terms and conditions to accomplish the project development phase of this project.

NOTE: Securing the services of a consultant for project development services must follow the process outlined in the Idaho Transportation Department Guidelines for Local Public Agency Projects.

Since certain functions under this Agreement are to be performed by the STATE, requiring the expenditure of funds, and since the STATE can only pay for work associated with the State Highway System, the SPONSOR is fully responsible for all costs incurred by the STATE related to the project.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

The Parties agree as follows:



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*State/Local Agreement (PD)
SHERMAN AVE & LAKESIDE AVE, City of Coeur D'Alene
Key No. 21993*

Page 1

SECTION I. GENERAL

1. It is necessary to develop construction plans and specifications in order that federal participation may be obtained in the construction costs of the project. Federal-aid for project development and right of way is available on this project.

2. Federal participation in the project is at the rate of 92.66%; local participation is 7.34%. Scheduled funding for this project is listed in the approved Idaho Transportation Investment Program, and subsequent revisions. Current **estimated** funding is as follows:
 - a. **Project Development - \$155,000**
 - (PE-\$2,000, PL-\$15,000, PC-\$138,000)
 - b. **Right-of-Way - \$0**
 - c. **Utilities - \$0**
 - d. **Construction Engineering - \$184,000**
 - (CE-\$5,000, CL-\$42,000, CC -\$91,000 & Cont.-\$46,000)
 - e. **Construction - \$913,000**
 - f. **Total Estimated Project Costs - \$1,252,000**

3. The SPONSOR'S match for this project will be provided as follows:
 - a. Cash in the amount of 7.34 percent of the entire project (current **estimate** \$91,896.80);

4. **Funds owed by the SPONSOR shall be remitted to the State through the ITD payment portal at:**
<https://apps.itd.idaho.gov/PayITD> .

5. This project shall be designed to State Standards as defined in the current version of the Idaho Transportation Department's Design Manual, or as subsequently revised. The current version of the Design Manual can be viewed at the following web site:
<http://itd.idaho.gov/manuals/ManualsOnline.htm>.

6. All information, regulatory and warning signs, pavement or other markings, and traffic signals required and warranted will be developed as a part of the plans,



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regardless of whether the work is done as a portion of the contract or by the SPONSOR'S forces.

7. If the project is terminated by the SPONSOR prior to completion, the SPONSOR shall repay to the STATE all federal funds received for the project, and shall be liable to the STATE for any un-reimbursed incidental expenses as provided for in Section II, Paragraph 1 of this Agreement.
8. Sufficient Appropriation. It is understood and agreed that the STATE and the SPONSOR are governmental agencies, and this Agreement shall in no way be construed so as to bind or obligate the STATE or the SPONSOR beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The STATE and the SPONSOR reserve the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the STATE to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.

SECTION II. That the STATE shall:

1. Provide the following services incidental to the project development:
 - a. Assist SPONSOR in the selection of a Consulting Engineer and negotiations as needed, and furnish the Agreement for Engineering Services and any supplements thereto, to be used between the SPONSOR and Consultant Engineers on this project.
 - b. Review Preliminary Environmental Evaluation and recommend other appropriate environmental documentation.



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*State/Local Agreement (PD)
SHERMAN AVE & LAKESIDE AVE, City of Coeur D'Alene
Key No. 21993*

Page 3

- c. Furnish to the engineers copies of materials test reports and other data applying to the project and available to the STATE.
 - d. Provide a hearing officer to conduct a formal public hearing as necessary.
 - e. File with the Federal Highway Administration applications for exceptions to AASHTO Standards when appropriate.
 - f. If requested by the SPONSOR, assist in negotiations with public carriers and utilities for agreements on behalf of the SPONSOR.
 - g. Review the Consultant plans, estimates, reports and environmental studies, and issue notice of approval.
 - h. Supply roadway summary sheets and such standard drawings as may be required to supplement the plans.
 - i. Print and assemble plans, special provisions, specifications and contracts.
 - j. Advertise for bids and let the construction contract. Prior to construction, the parties will enter into a separate agreement covering responsibilities of the parties relating to construction.
2. Within sixty (60) days of receipt of appropriate documentation from the SPONSOR showing expenditure of funds for project development, reimburse the SPONSOR for eligible expenses at the approved Federal-aid rate.
 3. Bill the SPONSOR for costs incurred by the STATE under this Agreement for project development, if those costs exceed the amount set out in Section III, Paragraph 1.
 4. Bill the SPONSOR for any federal funds to be repaid by



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*State/Local Agreement (PD)
SHERMAN AVE & LAKESIDE AVE, City of Coeur D'Alene
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the SPONSOR if the project is terminated by the SPONSOR prior to completion, and the SPONSOR has been reimbursed with federal funds for preliminary engineering and/or right-of-way acquisition.

5. Appoint the Local Highway Technical Assistance Council as the contract administrator for the STATE.

SECTION III. That the SPONSOR shall:

1. Pay to the STATE, before the STATE begins the incidental services referred to in Section II, Paragraph 1, the sum of **TWO THOUSAND DOLLARS (\$2,000)**, estimated to be the total expense to the STATE. In addition, pay to the STATE the cost of all incidental services provided by the STATE upon receipt of the billing provided for in Section II, Paragraph 3.
2. SPONSOR warrants that it will repay any federal reimbursements on this project if the project is terminated by the SPONSOR prior to completion.
3. With the assistance of the STATE, hire a consultant for development of the project.
4. Make timely payment of all consultant invoices throughout the design of the project. Periodically the SPONSOR may submit allowable Consultant invoices and receipts to the STATE showing payment of same. The STATE will reimburse the SPONSOR for eligible expenses less the SPONSOR'S match.
5. Advertise for and hold a formal public hearing if required in accordance with the Idaho Open Meetings Law.
6. If requested by a utility company, hold hearings before the City Council or Board of Commissioners. The SPONSOR will issue orders to the utilities.
7. Right of Way



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- a. Acquire all rights-of-way and easements needed to provide for construction and maintenance of the project.
- b. Employ an approved certified general appraiser to complete all appraisals and an independent certified general appraiser to review appraisals required for the project unless the property value meets the requirements in Idaho Code Section 54-4105(5) and 49 CFR 24.102.
- c. Review the appraisal reviewer's statement of the estimated fair market value and approve an amount to be just compensation for each parcel to be acquired.
- d. Provide a monthly right-of-way status report (ITD-2161), and forward it to the project manager.
- e. Before initiating negotiations for any real property required for right-of-way, establish, in writing, an amount considered to be just compensation, under Idaho law, Federal Regulations or any other applicable law, and make a prompt offer to acquire the property for the full amount established.
- f. Make a good faith effort, in accordance with Real Property Acquisition Policies Act of 1970, to acquire the real property by negotiation. Employ a STATE Approved Negotiator if necessary.
- g. Inform the property owner, in those cases where he indicates a willingness to donate a portion of his real property for rights-of-way, of all his rights including his right to full compensation in money for land and damages, if any, in accordance with Idaho Code.
- h. Provide relocation assistance and payments for any displaced person, business, farm operation, or nonprofit organization in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; 49 CFR 24; 23 CFR 710; the Idaho Real Property Acquisition Act of 1971; Title



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40, Chapter 20; and Title 58, Chapter 11; Idaho Code, as amended, and regulations promulgated thereunder. No individual or family shall be displaced until decent, safe and sanitary replacement housing is available to the relocatees for immediate occupancy. In addition, advise the STATE of any relocations required by the project and upon request of the STATE, authorize the STATE to negotiate on the SPONSOR'S behalf for all relocation assistance and payments, the cost of which will be assumed by the SPONSOR at the time of negotiation.

- i. Ensure to the greatest extent practicable that no person lawfully occupying the real property shall be required to move from his home, farm or business without at least ninety (90) days written notice prior to advertisement of the project.
8. Before advertisement for bids, provide a certification that all rights-of-way, easements, permits, materials sources and agreements necessary for the construction of the project have been acquired in accordance with the provisions of this Section. Provide a value of any right-of-way donations obtained, which may be credited as a matching share.
9. Evaluate the impact the project might have on the quality of the human environment and prepare and furnish to the STATE an environmental evaluation that includes cultural resources and any other documentation required by the National Environmental Policy Act.
10. At all required public hearings, furnish all necessary exhibits and provide for a representative of the SPONSOR to describe the project; present information about the location and design, including alternates; discuss the tentative schedules for rights-of-way acquisitions and construction; discuss the SPONSOR'S relocation assistance program; discuss the economic, sociological, and environmental effects of the project; and answer all questions concerning the project.
11. Comply with Attachment 1 attached hereto and made a part



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hereof. By this agreement SPONOSR agrees to comply with and be bound to the Civil Rights provisions of Title VI of the Federal Code and to generally insert those provisions in all contracts that it enters into that are federally funded on this project. If property acquired for this project with Federal financial assistance is transferred, the recipient of the property will be subject to Attachment 1 if the property is used for the same purpose it was originally acquired or for another purpose involving similar services or benefits to the general public. SPONSOR should contact the STATE prior to disposing of any property acquired under this agreement.

12. Maintain all project records, including source documentation for all expenditures and in-kind contributions, for a period of three (3) years from the date of final acceptance. If any litigation, claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.
13. Comply with all other applicable State and Federal regulations.



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EXECUTION

This Agreement is executed for the State by its Engineering Services Division Administrator, and executed for the Sponsor by the Mayor, attested to by the Clerk, with the imprinted Corporate Seal of the City of Coeur D'Alene.

IDAHO TRANSPORTATION DEPARTMENT

Engineering Services
Division Administrator

ATTEST:

CITY OF COEUR D'ALENE

Renata McLeod, City Clerk

Steve Widmyer, Mayor

By regular/special meeting
on January 15, 2019.

MWC:21933SLAPD



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ATTACHMENT 1

1050.20 Appendix A:

During the performance of work covered by this Agreement, the Consultant for themselves, their assignees and successors in interest agree as follows:

1. **Compliance With Regulations.** The Consultant shall comply with all regulations of the United States Department of Transportation relative to Civil Rights, with specific reference to Title 49 CFR Part 21, Title VI of the Civil Rights Act of 1964 as amended, and Title 23 CFR Part 230 as stated in the ITD EEO Special Provisions and Title 49 CFR Part 26 as stated in the appropriate ITD DBE Special Provisions.
<http://apps.itd.idaho.gov/apps/ocr/index.aspx>
2. **Nondiscrimination.** The Consultant, with regard to the work performed by them during the term of this Agreement, shall not in any way discriminate against any employee or applicant for employment; subcontractor or solicitations for subcontract including procurement of materials and equipment; or any other individual or firm providing or proposing services based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations, either by bidding or negotiation, made by the Consultant for work or services performed under subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be made aware by the Consultant of the obligations of this Agreement and to the Civil Rights requirements based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.
4. **Information and Reports.** The Consultant shall provide all information and reports required by regulations and/or directives and sources of information, and their facilities as may be determined by the State or the appropriate Federal Agency. The Consultant will be required to retain all records for a period of three (3) years after the final payment is made under the Agreement.
5. **Sanctions for Noncompliance.** In the event the Consultant or a Subconsultant is in noncompliance with the EEO Special Provisions, the State shall impose such sanctions as it or the appropriate Federal Agency may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the Consultant until they have achieved compliance;
 - Suspension of the agreement, in whole or in part, until the Consultant or Subconsultant is found to be in compliance, with no progress payment being made during this time and no time extension made;
 - Cancellation, termination or suspension of the Agreement, in whole or in part;
 - Assess against the Consultant's final payment on this Agreement or any progress payments on current or future Idaho Federal-aid Projects an administrative remedy by reducing the final payment or future progress payments in an amount equal to 10% of this agreement or \$7,700, whichever is less.
6. **Incorporation of Provisions.** The Consultant will include the provisions of paragraphs 1 through 5 above in every subcontract of \$10,000 or more, to include procurement of materials and leases of equipment unless exempt by the Acts, the Regulations, and directives pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the State or the appropriate Federal Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into any litigation to protect the interest of the State. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

1050.20 Appendix E

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with all non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

Implementation Procedures

This agreement shall serve as the Sponsor's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

1. grants and loans of Federal funds,
2. the grant or donation of Federal property and interest in property,
3. the detail of Federal personnel,
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the Sponsor, or in recognition of the public interest to be served by such sale or lease to the Sponsor, and
5. any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The Sponsor shall:

1. Issue a policy statement, signed by the Sponsor's authorized representative, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Sponsor's organization and to the general public. Such information shall be published where appropriate in languages other than English.

2. Take affirmative action to correct any deficiencies found by ITD or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The Sponsor's authorized representative shall be held responsible for implementing Title VI requirements.
3. Designate a Title VI Coordinator who has a responsible position in the organization and easy access to the Sponsor's authorized representative. The Title VI Coordinator shall be responsible for initiating and monitoring Title VI activities and preparing required reports.
4. Adequately implement the civil rights requirements.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin, sex, or disability; the nature of the complaint; the date the complaint was filed; the date the investigation was completed; the disposition; the date of the disposition; and other pertinent information. A copy of the complaint, together with a copy of the Sponsor's report of investigation, will be forwarded to ITD's EEO Office – External Programs within 10 days of the date the complaint was received by the Sponsor.
6. Collect statistical data (race and sex) of participants in, and beneficiaries of the Transportation programs and activities conducted by the Sponsor.
7. Conduct Title VI reviews of the Sponsor and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.
8. Attend training programs on Title VI and related statutes conducted by ITD's EEO Office.
9. Participate in an annual review of the Sponsor's Title VI Program, the purpose of which is to determine to what extent the Sponsor has complied with Title VI requirements including the ADA. This review is conducted one year from the date of approval of the Non-Discrimination Agreement and then annually on the same date. The format for the Title VI review will be provided each year to the Sponsor for completion. A determination of compliance will be made by ITD's EEO Office based on the information supplied in the review. This review of the Sponsor's Title VI Program may also include an on-site review in order to determine compliance.

Discrimination Complaint Procedure

Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the Sponsor. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the Sponsor's Title VI Coordinator for review and action.

In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:

- a) The date of alleged act of discrimination; or
- b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the Sponsor or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the Sponsor, the person shall be interviewed by the Title VI Coordinator. If necessary, the Title VI Coordinator will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the Sponsor's investigative procedures.

Within 10 days, the Title VI Coordinator will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as ITD and USDOT.

The Sponsor will advise ITD within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to ITD:

- a) Name, address, and phone number of the complainant.
- b) Name(s) and address(es) of alleged discriminating official(s).
- c) Basis of complaint (i.e., race, color, national origin or sex)
- d) Date of alleged discriminatory act(s).
- e) Date of complaint received by the Sponsor.
- f) A statement of the complaint.
- g) Other agencies (state, local or Federal) where the complaint has been filed.
- h) An explanation of the actions the Sponsor has taken or proposed to resolve the issue raised in the complaint.

Within 60 days, the Title VI Coordinator will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the Sponsor's authorized representative. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.

Within 90 days of receipt of the complaint, the Sponsor's authorized representative will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with ITD, or USDOT, if they are dissatisfied with the final decision rendered by the Sponsor. The Title VI Coordinator will also provide ITD with a copy of this decision and summary of findings upon completion of the investigation.

Contacts for the different Title VI administrative jurisdictions are as follows:

Idaho Transportation Department
Equal Employment Opportunity Office – External Programs
EEO Manager
PO Box 7129
Boise, ID 83707-1129
208-334-8884

Federal Highway Administration
Idaho Division Office
3050 Lakeharbor Lane, Suite 126
Boise, ID 83703
208-334-9180

Sanctions

In the event the Sponsor fails or refuses to comply with the terms of this agreement, the ITD may take any or all of the following actions:

1. Cancel, terminate, or suspend this agreement in whole or in part;
2. Refrain from extending any further assistance to the Sponsor under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Sponsor.
3. Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the Sponsor;
4. Refer the case to the Department of Justice for appropriate legal proceedings.

Distribution: EEO Office
Revised: 03-09, 08-10, 08-17

Overview Map

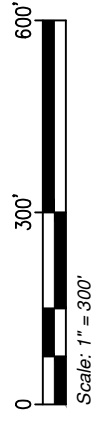
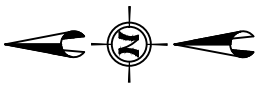
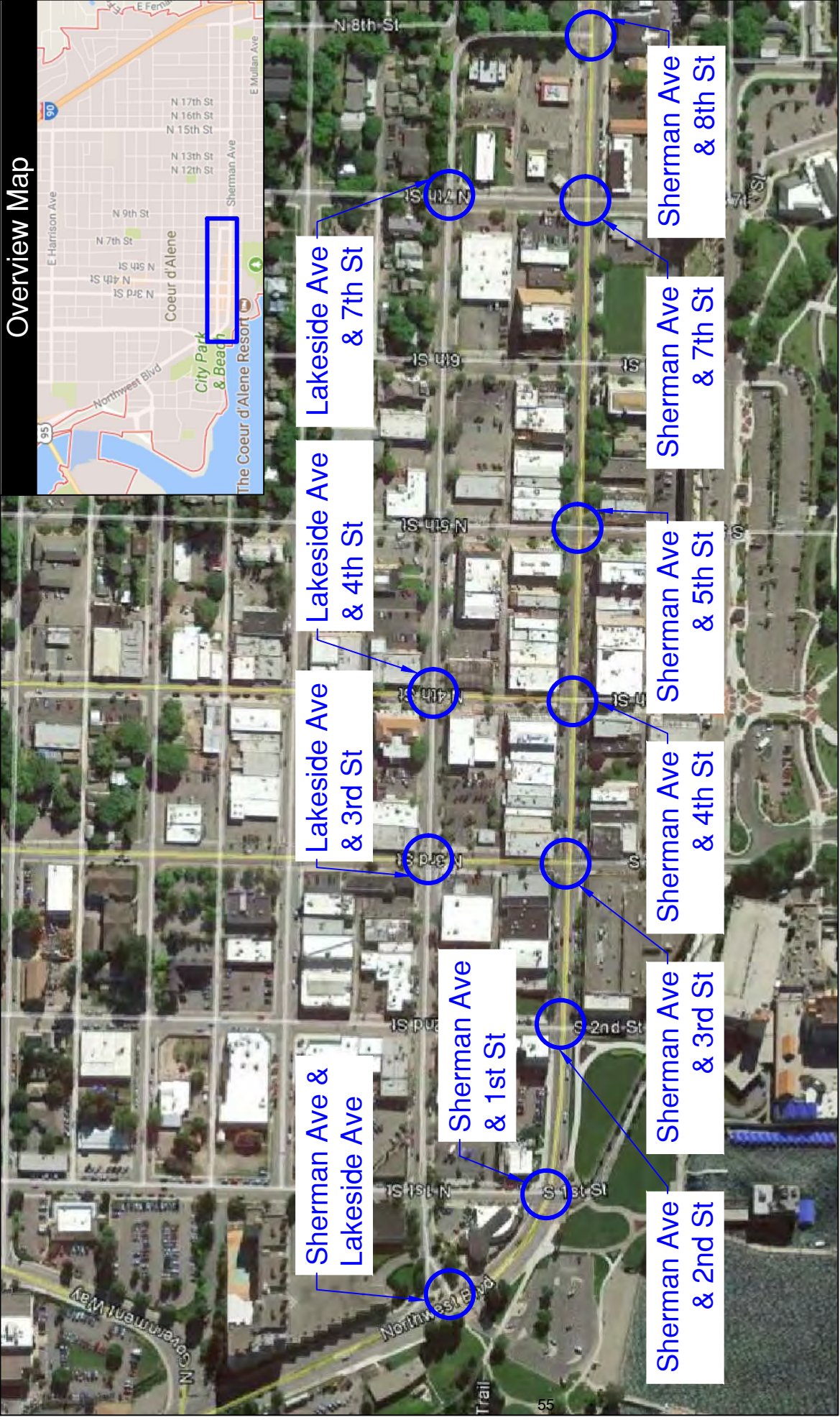
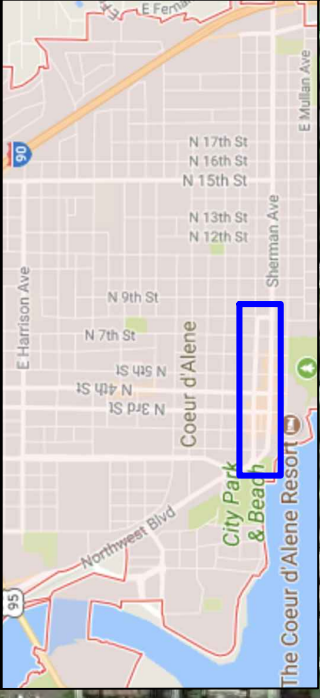


FIGURE 1
PROJECT LOCATION MAP
 Sherman Ave & Lakeside Ave, Coeur D'Alene
 Local Highway Safety Improvement Program (LHSIP)

Resolution No. 19-002



Exhibit "C"

**CITY COUNCIL
STAFF REPORT**

DATE: January 15, 2019
FROM: Chris Bosley – City Engineer
SUBJECT: Approval of a Cooperative Agreement and Memorandum of Understanding with ITD for US-95 Improvements.

DECISION POINT:

Should Council approve a Cooperative Agreement and a Memorandum of Understanding with the Idaho Transportation Department for US-95 Improvements associated with the FASTLANE Grant?

HISTORY:

ITD secured a Federal grant to upgrade US-95 intersections with safety and capacity improvements. The Cooperative Agreement relinquishes the newly constructed street elements and purchased right-of-way to the City. The Memorandum of Understanding defines the maintenance responsibilities of each agency upon project completion. ITD policy stipulates that maintenance of intersecting streets is the responsibility of the local jurisdiction. The City of Coeur d’Alene would handle maintenance of the local streets and ITD would handle maintenance of US-95, aside from lighting, stormwater, and frontage improvements (per our typical agreement).

FINANCIAL ANALYSIS:

The increase to the financial obligation of the City for the Agreement and MOU is striping of crosswalks at intersecting streets. It is an additional commitment for the City to paint the crosswalks, but provides better assurance that crosswalk striping will be maintained.

PERFORMANCE ANALYSIS:

Approval of these agreements will allow for ITD to advertise for bids and enter the construction phase of this project in 2019.

DECISION POINT/RECOMMENDATION:

Council should approve the Cooperative Agreement and the Memorandum of Understanding re: maintenance with the Idaho Transportation Department for US-95 Improvements.

**COOPERATIVE AGREEMENT
PROJECT NO. A019(883)
US95, N CORRIDOR ACCESS IMPROVEMENTS
KOOTENAI COUNTY
KEY NO. 19883**

PARTIES

THIS AGREEMENT is made and entered into this 15th day of January, 2019, by and between the Idaho Transportation Department, hereafter called the State, and the City of Coeur d'Alene, hereafter called the City.

PURPOSE

The State has programmed the construction of Project No. A019(883). During construction of the project, roadway, curb & gutter, sidewalk and other facilities will be constructed as shown on the Construction and Right-of-Way plans. All improvements and additions constructed, and right-of-way purchased, for City streets will be relinquished to the City upon completion of construction.

This Agreement is entered into pursuant to Idaho Code, Section 40-203B.

The Parties agree as follows:

SECTION I That the State will:

1. Provide for the design and construction under Project No. A019(883).

SECTION II That the City will:

1. Upon acceptance of the completed project by the State, accept the jurisdiction and maintenance of, and full responsibility for the improvements, additions and rights-of way of City streets.

SECTION III General:

1. This Agreement shall become effective on the date of State acceptance mentioned in Section II, and shall remain in full force and effect until amended or replaced upon the mutual consent of the State and the City.

2. Sufficient Appropriation. It is understood and agreed that the State is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State reserves the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.

EXECUTION

This Agreement is executed for the State by its District Engineer; and executed for the City by the Mayor, attested to by the City Clerk, with the imprinted corporate seal of the City of Coeur d'Alene.

IDAHO TRANSPORTATION DEPARTMENT

District Engineer

ATTEST:

CITY OF COEUR D'ALENE

Renata McLeod, City Clerk

Steve Widmyer, Mayor

By regular/special meeting
on January 15, 2019 .

hm:19883 Coop Coeur d'Alene.docx

MEMORANDUM OF UNDERSTANDING
Between
THE IDAHO TRANSPORTATION DEPARTMENT
And
THE CITY OF COEUR D'ALENE



PURPOSE

The Idaho Transportation Department (ITD) and the City of Coeur d'Alene (the City) desire to provide for the maintenance of state highway routes within the City and to arrange herein for the particular maintenance functions to be performed by the City and those to be performed by the State and to specify the terms and conditions under which such work will be performed.

AUTHORITY

Authority for this Memorandum of Understanding is established by Sections 40-310(5), 40-317(4), 67-2326 through 67-2333 of the Idaho Code.

RESPONSIBILITIES AND PROCEDURES

This Memorandum of Agreement supersedes previous Cooperative Maintenance Agreements which cover the same route description herein described in Section 13. In consideration of the mutual covenants and premises herein contained, it is agreed that the City will perform such maintenance work as is specifically delegated to and ITD will perform those particular functions of maintenance delegated to it on the state highway routes or portions thereof as hereinafter described under Sections 10, 14 and hereof or as said sections may be subsequently modified with the written consent of the parties hereto acting by and through their authorized representatives.

1. MAINTENANCE DEFINED

Maintenance is defined as follows:

- a. The preservation and keeping of right-of-way and each type of roadway, structure, and facility in the safe and usable condition to which it has been improved or constructed, but does not include reconstruction or other improvement.
- b. Provisions as necessary for the safety and convenience of traffic and the upkeep of traffic control devices.
- c. The general utility services such as roadside planting and vegetation control.
- d. The special or emergency maintenance or repair necessitated by accidents or by storms or other weather conditions, slides, settlements, or other unusual or unexpected damage to a roadway, structure or facility.
- e. Upkeep of illumination fixtures on the streets, roads, highways, and bridges, which are required for the safety of persons using the said streets, roads, highways, and bridges.

2. DEGREE OF MAINTENANCE

The degree and type of maintenance for each highway or portion thereof shall mean doing the work and furnishing the materials and equipment to maintain the highway facility herein described in a manner as near as practicable to the standard in which they were originally constructed and subsequently improved.

3. HIGHWAY

Highway, as used herein, includes the entire right-of-way which is secured or reserved for use in the construction and maintenance of the traveled way and roadsides as hereinafter described.

4. ROADWAY

Roadway means the area between the inside face of curbs or the area between the flow lines of paved gutters; otherwise, the entire width within the highway which is improved for vehicular use including improved shoulders and side slopes, if they exist.

5. IMPROVED ROADSIDES

Improved roadside is the area between the roadway, as defined under Section 4, and the right-of-way boundary lines, including curb and sidewalk.

Curb relates to a timber, concrete, asphalt, or masonry structure separating or otherwise delineating the roadway from the remainder of the highway and shall include paved gutters. Medians that separate the roadways for traffic in opposite directions are considered a part of the improved roadsides. Sidewalk applies to the paved or otherwise improved surface area between the face of curb or edge of roadway and right-of-way boundary, including paved entrances or driveways.

6. UNIMPROVED ROADSIDES

Unimproved roadsides relate to the area between the roadway and right-of-way boundary wherein curbs and sidewalks do not exist.

7. BRIDGES

Bridges are structures that span more than 20 feet measured between abutments along the centerline of the street and multiple span structures where the individual spans are in excess of 10 feet measured from center-to-center of supports along the centerline of the street. All other cross-drainage structures shall be classified as culverts.

8. TRAFFIC CONTROL DEVICES

Traffic control devices include all signs, pavement markings, and highway illumination placed on or adjacent to the street or highway for the regulations, guidance, warning and aid of pedestrian and traffic movement thereon. Traffic signals will be treated under a separate agreement.

9. FRONTAGE ROADS

Frontage roads are roads constructed on either side of the highway to provide authorized road access to adjacent properties in lieu of access directly from the highway.

10. ROUTINE MAINTENANCE

Routine maintenance to be performed on the roadway or roadsides shall consist of such work as patching, spot sealing, crack sealing, snow plowing, snow removal, sanding, care of drainage, upkeep and repair of bridges, culverts, curbs, benches and sidewalks, street sweeping and cleaning, repair of damage and cleaning up after storms and traffic accidents, control of roadside vegetation, care of landscaped areas, planters, trees or other ornamental plantings, and upkeep and operation of traffic control devices, all in the manner as hereinafter specified.

a. Roadway

- (1) Surface Repair: The patching of holes, depressed areas, spot sealing, undersealing, etc.
- (2) Crack Sealing: The cleaning, filling and sealing of cracks in pavement with sealing compounds.
- (3) Sweeping and Cleaning: The removal of dirt or litter normally coming onto the roadway from action of traffic or from natural causes, such as flood and storm debris.

- (4) Snow Removal: The removal of snow from the roadway by plowing, sweeping, and hauling and shall include applying sand and/or salt when required. The hauling away of snow need only apply on those highway sections where snow storage is limited or at such times when accumulations become greater than storage area capacity.
- (5) Utilities: Including manholes, boxes or other appurtenances shall be maintained by their owners.
- (6) Storm Sewers: Shall be kept clean and free from debris; traps and sumps cleaned as required after each storm.
- (7) Culverts: Shall be kept clean and free from debris; inlets and outlets shall be kept free of debris and growing grass or brush.

b. Bridges

Shall be inspected in accordance with the national inspection standards of *U.S. Code, Section 116(d), Title 23*, administered by the State. Bridges designed to AASHTO H-20 or better standards must be inspected on a frequency not to exceed two years. Bridges that are posted for restricted weight limits and/or designed to AASHTO HS-15 or less will be inspected on an annual basis. Inspections are to be accomplished by a qualified inspector. The State's district engineer shall be immediately notified of major defects. See current edition of *AASHTO Manual for Maintenance Inspection of Bridges* for inspector's qualifications, inspection reporting procedures, and structural analysis for load capacity of bridges.

c. Improved Roadsides

- (1) Curbs: Shall be kept in repair by cleaning, patching, lifting, and aligning.
- (2) Sidewalks: Shall be kept in repair by cleaning, patching, lifting, aligning, and regrading if of gravel or other non-cemented material.
- (3) Lawn or Grass Areas: Shall be kept mowed, watered, edges trimmed, and the watering operations shall not flood or sprinkle on the roadway.
- (4) Trees and Plantings: Shall be kept trimmed with dead material removed and hazardous limbs pruned. This agreement shall not be construed as restricting, prohibiting or otherwise relieving the City of the responsibility for inspection and upkeep of trees in a manner that will insure maximum safety to both vehicular and pedestrian traffic or to restrict or relieve the City from following the same policy and procedure generally followed by it with respect to streets of the City in the matter of requiring sidewalk repairs and control of vegetation to be made by or at the expense of abutting owners who are under legal obligation to perform such work.
- (5) Benches and Planters: Shall be kept in repair by cleaning, patching, aligning, and painting.

d. Unimproved Roadsides

- (1) Ditchings: Foreslopes, backslopes, and ditches shall be bladed and ditched regularly as required to keep as near as possible to the original typical cross section.
- (2) Cleaning: Foreslopes and backslopes shall be mowed as required. Trees and shrubs shall be kept trimmed, dead material removed and hazardous limbs pruned, waterways shall be kept free of debris.

e. Traffic Control Devices

Traffic control devices installed and maintained on the urban extensions of the State Highway System shall be in conformance with the recommendations and specifications of the current *Manual on Uniform Traffic Control Devices for Streets and Highways* as approved by the American Association of State

Highway and Transportation Officials (AASHTO) and as adopted by the Idaho Transportation Department. The maintenance to be performed on these items shall consist of furnishing all necessary labor, material, services, and equipment to install, replace, operate, and/or repair in accordance with this agreement.

All traffic control devices installed inside the full control of access limits of the Interstate Highway System shall be the responsibility of the State.

- (1) Route Guide Signing: This includes all official designation guide signs at junctions of the urban extensions of the State Highway System, all entering community signs and all U.S. or State Highway System route markers necessary to properly identify and keep the motorist sure of the routes.
- (2) Other Guide Signs: This includes all other guide signs of an informational nature identifying streets, city parks, landmarks, and items of geographical or cultural interest that the community desires to sign.
- (3) Warning Signs: These will include all signs used to indicate conditions that are actually or potentially hazardous to users of the highway or street.
- (4) Speed Signs: These will include all regulatory signs to indicate speed limits that have been designated in accordance with statutory provisions.
- (5) Other Regulatory Signs: These will include all regulatory signs, other than the speed sign and lane control sign which are used to indicate the required method of traffic movement or use of the public highway or street.
- (6) Highway Lighting: This includes all fixed illumination of the roadway or sidewalks for purposes of providing better visibility of persons, vehicles or roadway features. All highway lighting shall be installed and maintained in accordance with current policies of the State. Maintenance shall include all upkeep of supports, interconnecting service, electrical energy costs, cleaning, lamp renewal, and associated labor and material costs required to maintain the lighting system in continuous nighttime operation.
- (7) Lane-Line Markings: These will include those lines dividing the roadway between traffic moving in opposite directions, lane-lines separating two or more lanes of traffic moving in the same direction, painted channelization, pavement edge markings, and no passing barrier lines where required.
- (8) Other Pavement Markings: These include all stop lines, crosswalk lines, parking space limits and word and symbol marking set into or applied upon the pavement surface or curbing or objects within or adjacent to the roadway for the purpose of regulating or warning traffic.

11. ENCROACHMENT PERMITS

If the State delegates authority to issue encroachment permits to the City, the authority shall pertain to all parts of the highway or street throughout the particular length indicated under Section 13 of this agreement. Authority to issue encroachment permits shall not be assigned to the City unless they have adequate ordinances governing the encroachments together with an administrative organization and procedure capable of enforcing the ordinances.

Permits shall be issued on a form provided by the State and the City will furnish a copy of each permit to the State. The City agrees to follow current policies of the State regarding encroachment unless the City, by ordinance or other regulation, imposes more restrictive regulations as stated below. Prior approval of the State shall be secured before any permit is issued for the original installation of any utility line, driveway or other permanent encroachment within the highway right-of-way.

If the City, by ordinance or other regulation, imposes more restrictive regulations and requirements regarding signs, marquees and/or driveways than above set forth or as provided in current State policies, nothing in these provisions shall be construed to prevent the City from enforcing such restrictive regulations in the granting or refusing of permits with respect to any State Highway. Where authority to issue encroachment permits is retained by the State, all local ordinances which are more restrictive than State policy will be observed. When authority to issue Encroachment permits is retained by the State, approval of the City will be secured prior to the issuance of a permit. State permit forms will be used and a copy will be forwarded to the City for its record.

The City or State shall comply with its usual policy with respect to collecting costs from permittees in such cases as fees or charges are made by the City or State for encroachment work on streets or highways.

No signs, billboards or structures other than those authorized and installed by the State or the City as necessary for the regulating, warning, and guiding of traffic shall be permitted within or to overhang the right-of-way of any State Highway, except in accordance with these provisions:

a. Signs or marquees extending over the sidewalk and right-of-way may be installed on a permitted basis in business districts only, subject to the following restrictions:

- No sign or marquee shall be permitted to project over the roadway nor to extend beyond a vertical line located 18 inches outside the inside face of the curb.
- Signs extending over the sidewalk area shall have no part thereof less than 12 feet above sidewalk or ground level. Marquees extending over the sidewalk area shall have no part thereof less than eight feet above sidewalk or ground level.

b. Displays or signs overhanging the right-of-way may be authorized on a permit basis only outside of business districts when the display is placed flat against and supported by the building and providing it does not extend more than 12 inches into the right-of-way.

c. All signs and marquees shall conform to the city building and/or sign code excepting that minimum clearance requirements as herein specified must be complied with.

They shall at all times be maintained in a good appearing and structurally safe condition. Any existing sign or marquee suspended or projected over any portion of State Highway right-of-way, which constitutes a hazard, shall be immediately repaired or removed.

d. Signs or displays will not be permitted which resemble, hide, or because of their color, interfere with the effectiveness of traffic signals and other traffic control devices. Illuminated signs or displays containing red, yellow, or green lights will not be permitted to overhang the right-of-way.

e. Temporary municipal decorations may be installed and suspended over the State Highway on a permit basis only. They shall not be permitted in locations that interfere with the visibility and effectiveness of traffic control devices.

It is understood that none of the provisions listed above (a. to e. inclusive) will be in conflict the Beautification of Highways Act of 1966, *Idaho Code, Section 40, Chapter 28*.

f. Use of state highway right-of-way for benches, planters, and trees is subject to the following conditions:

- Benches, planters, and trees must be at least 18 inches from the face of the curb. When benches, planters, and trees are placed on sidewalks, there must be a four-foot open space for pedestrians and bicyclists measured at a right angle from the edge of the sidewalk, or as an alternative, spacing that meets city-approved standards.
- Benches, planters, and trees should not obstruct crosswalks or wheelchair ramps, or force pedestrians into the street by their placement.

- Benches, planters, and trees should not be placed so as to impede the sight distance of vehicles using the highway.
- Benches, planters, and trees shall not bear markings or signs that resemble official traffic signs.
- Cities allowing benches, planters, and trees on state highway right-of-way agree to indemnify, defend regardless of outcome, and hold harmless, ITD from all accidents or occurrences resulting in damage to property, injury, or loss of life related to bench placement on highway right-of-way within the city.

12. TRANSPORTATION PERMITS

Transportation permits will be required on State Highways for all vehicles and their loads that exceed legal limitations. If authority to issue transportation permits is delegated to the City, such authority shall pertain only to travel that originates and terminates within the City corporate limits.

13. ROUTE DESCRIPTION

<u>Route No.</u>	<u>Milepost</u>	<u>Length Miles</u>	<u>Description of Routing</u>
US 95	430.745-433.768	3.023	W. Appleway Ave. to W. Prairie Ave.
*City Streets & Alleys within State right-of-way limits	Various	Various	W. Appleway Ave.; W. Haycraft Ave.; W. Cherry Ln.; W. Neider Ave. W. Bosanko Ave. W. Sunset Ave. W. Kathleen Ave. W. Dalton Ave. W. Hanley Ave. W. Canfield Ave. W. Wilbur Ave. W. Prairie Ave.

*This includes portions of City streets and alleyways that intersect US 95 or drainage facilities and sidewalks associated with them that will be constructed as part of this project.

14. DELEGATION OF MAINTENANCE

The maintenance work to be performed by the City or State shall conform to the provisions hereof and shall include those operations as hereinafter indicated.

MAINTENANCE FUNCTION	AGENCY TO PERFORM WORK	
	US 95 (W. Appleway Ave. to W. Prairie Avenue)	*City Streets & Alleys Within State Right-of-Way Limits
ROADWAY		
1. Surface Repair	<u>State</u>	<u>City</u>
2. Crack Sealing	<u>State</u>	<u>City</u>
3. Sweeping and Cleaning	<u>State</u>	<u>City</u>
4. Snow Removal	<u>State</u>	<u>City</u>
5. Utilities	<u>City/Utility Companies</u>	<u>City</u>
6. Culverts	<u>State</u>	<u>City</u>
7. Storm Sewers	<u>City</u>	<u>City</u>
BRIDGES		
1. Main Structure	<u>N/A</u>	<u>N/A</u>
2. Pedestrian Walks	<u>N/A</u>	<u>N/A</u>
IMPROVED ROADSIDES		
1. Curbs	<u>City</u>	<u>City</u>
2. Sidewalk	<u>City</u>	<u>City</u>
3. Lawn or Grass Areas	<u>City</u>	<u>City</u>
4. Trees and Planting	<u>N/A</u>	<u>City</u>
5. Medians	<u>State</u>	<u>City</u>
6. Benches and Planters	<u>N/A</u>	<u>N/A</u>
UNIMPROVED ROADSIDES		
1. Ditching	<u>State</u>	<u>City</u>
2. Cleaning	<u>State</u>	<u>City</u>
3. Weed Eradication	<u>State</u>	<u>City</u>
TRAFFIC CONTROL DEVICES		
1. Route Guide Signs	<u>State</u>	<u>City</u>
2. Other Guide Signs	<u>State</u>	<u>City</u>
3. Warning Signs	<u>State</u>	<u>City</u>
4. Speed Signs	<u>State</u>	<u>City</u>
5. Other Regulatory Signs	<u>State</u>	<u>City</u>
6. Highway Lighting	<u>City</u>	<u>City</u>
7. Lane-Line Markings	<u>State</u>	<u>City</u>
8. Other Pavement Markings		
Parking Space Limits	<u>N/A</u>	<u>City</u>
Crosswalks	<u>State</u>	<u>City</u>
Stop Bars	<u>State</u>	<u>City</u>
School Crossing	<u>State</u>	<u>City</u>
Railroad Crossing	<u>N/A</u>	<u>N/A</u>
Lane Control	<u>State</u>	<u>City</u>
ISSUE PERMITS ENCROACHMENTS	<u>State</u>	<u>City</u>
ISSUE PERMITS TRANSPORTATION	<u>State</u>	<u>City</u>

15. SUBSEQUENT IMPROVEMENTS

When a highway section or portion thereof is improved to urban standards, i.e., with curbs, sidewalks, etc., the delegation of maintenance shall automatically change to conform to the provisions as provided for similar sections under this agreement.

FINANCING

ITD and the City shall bear all costs of maintenance obligations assigned to them under this Memorandum of Understanding.

LIMITATIONS

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

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

EFFECTIVE DATE

This Memorandum of Understanding shall become effective upon signature of the Director of ITD or delegate and the signing authority of the City of Coeur d'Alene, whichever is most recent, and shall remain in full force and effect until amended or terminated.

METHOD OF TERMINATION

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

AMENDMENTS

Amendments to this Memorandum shall become effective upon mutual agreement and written approval by the Director of ITD or delegate and the signing authority of the City of Coeur d'Alene.

SIGNATURES

IDAHO TRANSPORTATION DEPARTMENT

By _____
D1 District Engineer

Date _____

THE CITY OF COEUR D'ALENE

By _____
Steve Widmyer, Mayor

Date January 15, 2019

ATTEST: _____
Renata McLeod, City Clerk



BICYCLE/PEDESTRIAN FACILITIES

The Idaho Transportation Department is committed to achieving a safe, effective, and balanced multimodal transportation system that includes accommodations for bicyclists, pedestrians, and pedestrians with disabilities, along with motorized transportation modes. This commitment includes developing the transportation infrastructure to improve conditions for bicycling and walking by integrating provisions for bicycles and pedestrians into new construction and reconstruction highway projects through design features appropriate for the context and function of the transportation facility. The design and construction of facilities shall anticipate likely future demand for bicycling and pedestrian facilities, and not preclude the provision of future improvements.

Definitions

A **“bike/bicycle lane”** is a portion of a roadway that has been designated with signing and pavement markings for the preferential or exclusive use of bicyclists.

A **“shared use path”** is a multiuse facility for use by pedestrians and/or bicyclists that is physically separated from motorized vehicular traffic by an open space or barrier, and is within either the highway right-of-way or an independent right-of-way.

A **“sidewalk”** is that portion of a roadway that is intended for pedestrian use, and lies between the curb lines or the lateral lines of the travel way and the adjacent property lines.

An **“Accommodation”** is any facility, design feature, operational change, or maintenance activity that improves the environment in which bicyclists and pedestrians travel.

Facilities

Due consideration shall be given to bicycle and pedestrian needs in the design of new transportation facilities. The following items shall be considered when determining the possible inclusion of bicycle or pedestrian facilities within a project.

- The project’s scope
- Relevant planning documents, such as a corridor plan, local transportation plan, local pedestrian/bicycle policy, or facilities plan
- Limitations due to historic structures, environmental constraints, or other unique project features
- Context-sensitive issues, such as school crossings, transit stops, etc.
- Americans with Disabilities Act (ADA) requirements
- Discussions with local governments regarding any special circumstances, such as high-use recreation traffic generators outside of a city limit (schools, churches, business parks, etc.).

The above list does not represent all possible guidance to be considered when making a determination.

When it has been determined that a bicycle or pedestrian facility should be included within the project, accommodations generally include:

- Inside city limits - consideration of sidewalks and widened outside travel lanes or bicycle lanes.
- Outside city limits - the use of roadway shoulders.

All consideration given to bicycle and pedestrian facilities shall be documented in the project's Concept Report.

Project Costs

When the Concept Report requires the construction of bicycle and/or pedestrian facilities for projects on the State highway system, all costs associated with the construction shall be distributed in accordance with Administrative Policy A-19-01, FINANCING CONSTRUCTION OF STATE HIGHWAYS IN CITIES. Off-system and local bicycle and/or pedestrian facilities shall be the responsibility of the local entity, unless otherwise specified in a state/local agreement executed prior to construction.

Maintenance

The Department is responsible for costs associated with the maintenance of bicycle lanes on the State highway system, unless otherwise specified in a state/local maintenance agreement.

Routine maintenance of sidewalks and separated pathways located on highway right-of-way shall be the responsibility of the appropriate local agency through an agreement completed prior to construction. At its discretion, the local agency may accomplish certain maintenance activities through organized groups or entities that it authorizes. However, the maintenance responsibility remains with the local government agency.

Projects Proposed by Others

Due to the localized nature of non-motorized trips, the Department encourages local units of government to participate in planning and developing infrastructure that will support walking and bicycling.

The Department supports local governments by considering requests to make highway right-of-way available for non-motorized facilities. Future highway expansion or interference with the operational characteristics of the highway may preclude ITD from approving such requests.

Prior to giving approval for a facility, the Department may require the requesting agency to provide detailed analysis of the proposed facility's impacts to the highway in order to determine the acceptability of the facility.

When appropriate, the Department shall negotiate the use of state highway right-of-way only with local governments or other public agencies, not with private groups or organizations. This is to insure that project development, funding, and maintenance issues can be coordinated by an agency that can make a long-term written agreement with ITD. Private groups or organizations may participate as part of the planning process, but only local governments shall be responsible for the facility's planning, construction, and maintenance.

Signed _____

Date: August 05, 2009

L. Scott Stokes, P.E.

Acting Director

This Policy is based on:

- . Title 23, USC Section 135
- SAFETEA-LU Section 6001
- Section 504 of the Rehabilitation Act of 1983, as amended, 29 USC 792
- Title II, Americans with Disability Act
- Board Policy B-09-08, BICYCLE/PEDESTRIAN FACILITIES
- Board Policy B-13-03, ENVIRONMENTAL STEWARDSHIP

Department-wide supervision and coordination assigned to:

- Division of Public Transportation Administrator

Direction for activity and results assigned to:

- Bicycle/Pedestrian Coordinator

Direction for standards assigned to:

- Geometrics Engineer

Department procedures contained in:

- This policy
- Statewide Bicycle Plan
- ITD Design Manual

Former date of A-09-08:

7/1/93 (Formerly numbered A-09-08, which replaced A-09-04, TRAVELWAYS FOR NON-MOTORIZED TRANSPORTATION)

Cross-reference to related Administrative policies:

- A-05-16, MAINTENANCE OF STATE HIGHWAYS
- A-11-01, TRANSPORTATION IMPROVEMENT PROGRAM
- A-19-01, FINANCING CONSTRUCTION OF STATE HIGHWAYS IN CITIES

OTHER BUSINESS

**CITY COUNCIL
STAFF REPORT**

DATE: January 15, 2019
FROM: Chris Bosley – City Engineer
SUBJECT: Parking Garage Electric Vehicle Chargers

DECISION POINT:

Should Council approve funding for the purchase and installation of electric vehicle charging equipment in the new parking garage?

HISTORY:

The parking garage design and construction included conduit and placement locations identified for installation of electric vehicle chargers, but this equipment was not included in the construction contract. City staff has met with Avista, and subsequently Colvico, for options to provide electric vehicle chargers in two of the three available parking spots that have been reserved for this use. From these discussions and an on-site meeting, we have found what we consider to be an affordable solution to providing electric vehicle chargers.

FINANCIAL ANALYSIS:

This equipment and installation will cost the City approximately \$5,662.

PERFORMANCE ANALYSIS:

Approval of this expense allows for the purchase and installation of two electric vehicle chargers in the new parking garage.

DECISION POINT/RECOMMENDATION:

Council should approve the expense for the electric vehicle chargers in the new parking garage.

Invoice #: _____

Electrical Permit # _____

Installer Information

COLVICO	Installer/Technical Contact
2812 N Pittsburg, Spokane, WA 99207	Address
509-992-7417	Phone
creid@colvicoinc.com	Email

Customer & Location Information

CITY OF CDA	Facility Name
CDA Parking Garage	Facility Location Address
Coeur d' Alene	City
83814	Zip
Chris Bosley	Site Contact Name
208-769-2216	Phone #

EVSE #1	EVSE #2	
2		Unit Quantity
Clipper creek		Manufacturer
HCS-40		Model
		Serial #
30		Amp Rating
		Greenlots Station ID
2		# of Port Connections
PEDESTAL		Wallmount or Pedestal
HARDWIRED		Hardwired or Receptacle
20		Cord Length
NON-RETRACTABLE		Cord Type
CELLULAR		Network Connection
NO		Powershare
2		# of Circuits to each EVSE

Work Description & Installation Sketch (Quote and Customer Approval on Reverse, Add Attachments as Needed)

Pull wire in existing conduit to panel p1b
 Run 3/4" Grc conduit from stub to charger
 Install 2- 40amp 2 pole breakers
 Pull #8 wire to chargers
 Stripe parking stalls
 Install EV Only signage
 Install 2 Clipper Creek HCS-40
 Commission Btc

Installation Description and Line Item Quote

Existing 208/240VAC circuit that meets Code requirements?	no
if Yes, specify existing wire size and breaker amperage	
New/upgraded panel required?	yes
Distance from nearest supply panel (ft)	200'
Distance of underground trenchwork (ft)	0
# of walls / floors to penetrate	0

Invoice #: _____

Electrical Permit # _____

New wire size and circuit breaker amperage for each circuit	#8, 40amp breaker
---	-------------------

Premises Wiring and Construction Cost

	Materials	Labor/Fees
Permits and Inspections	NA	\$400
Install/Upgrade Panel	\$200	\$157
Install New Circuit(s)	\$641	\$1,309
Install Ethernet		
Subtotals	\$841	\$1,866
Materials & Labor Total		\$2,707

EVSE Installation

Bollards, Concrete, Paint, Signage (as needed)	\$500
HCS-40 Cost	\$1,400
Mount and Wire EVSE	\$800
Final Test EVSE Operation	\$255
Subtotal EVSE Installation	\$2,955
Total EVSE Install	\$5,662




NO PARKING
EXCEPT FOR
ELECTRIC VEHICLE
CHARGING

RESERVED
FOR DCFS

PUBLIC HEARINGS

CITY COUNCIL STAFF REPORT

DATE: January 15, 2019
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: **V-18-09, Vacation of a pedestrian access, the 10' strip of land known as Lot A, Block 2 of Bentwood Park Third Addition in the City of Coeur d'Alene.**

DECISION POINT

Should the City vacate the pedestrian access that adjoins the east boundary of the Charles R. Harzke property at 1942 E. Preakness Avenue?

HISTORY

The requested pedestrian access was originally dedicated to the City of Coeur d'Alene in the Bentwood Park Third Addition plat in 1982.

FINANCIAL ANALYSIS

The vacation of the requested pedestrian access would not have any financial impact on the City and would add 1,615 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 land owner whose lot adjoins the strip of usable property.

PERFORMANCE ANALYSIS

The purpose of this request is to vacate the unimproved pedestrian access that adjoins the east boundary of the property at 1942 E. Preakness Avenue. The two property owners to the east of the proposed area to be vacated have relinquished their interest to their half of the area. The subdivision was to install the sidewalk and chose not to. There is not a home owners association in this subdivision. There are no existing utility's in place, and there is no foreseeable use for this pedestrian access. Therefore, the vacation of this access adjoining this lot would not impact the City and would be a benefit to the property owner. The Development Review Team was informed about this vacation.

RECOMMENDATION

City Council should approve the vacation action per Idaho Code Section 50-1306 and to vacate the property to the applicant, Charles R. Harzke.



Proposed Vacation

E Timber Ln

N Jimmy St

N 19th St

N Playfair St

N 22nd St

E Thomas Hill Dr

N Magnuson St

E Preakness Ave

E Jabbra Ave

E Thomas Ln

E Jenny Lynn Ln

N 17th St

E Pine Hill Dr

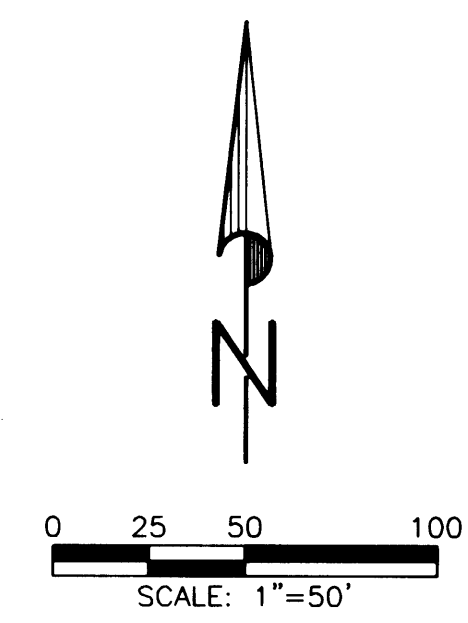
N 21st Pl

E Pine Hill Ct

80

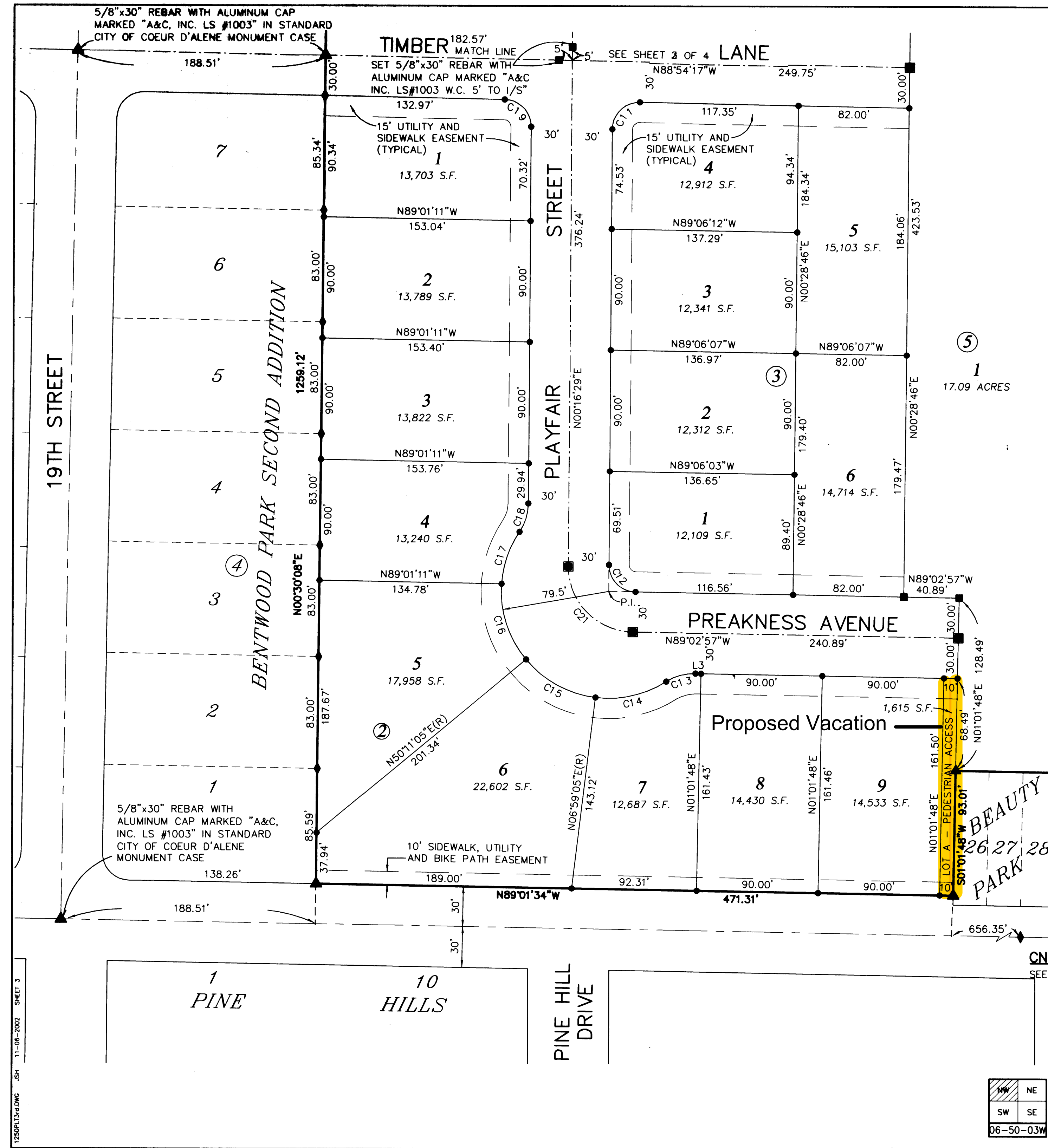
LEGEND

- = SET 1/2"x24" REBAR WITH YELLOW PLASTIC CAP MARKED "A&C, INC. LS #1003", UNLESS OTHERWISE NOTED
- = SET 5/8"x30" REBAR WITH ALUMINUM CAP MARKED "A&C, INC. LS #1003" IN STANDARD CITY OF COEUR D'ALENE MONUMENT CASE
- = SET 5/8"x30" REBAR WITH YELLOW PLASTIC CAP MARKED "A&C, INC. LS #1003", UNLESS OTHERWISE NOTED
- ◆ = FOUND 1/2"x24" REBAR WITH YELLOW PLASTIC CAP MARKED "A&C, INC. LS# 1003", UNLESS OTHERWISE NOTED
- ▲ = FOUND 5/8"x30" REBAR WITH YELLOW PLASTIC CAP MARKED "A&C, INC. LS# 1003", UNLESS OTHERWISE NOTED
- P.I. = POINT OF INTERSECTION
- (R) = RADIAL
- R/W = RIGHT-OF-WAY
- S.F. = SQUARE FEET
- W.C. TO I/S = WITNESS CORNER TO INTERSECTION
- # = BLOCK NUMBER



LINE	BEARING	LENGTH
L3	N89°02'57"W	4.16'

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD BRG.	CHORD
C11	31.70'	20.00'	90°49'14"	20.29'	N45°41'06"E	28.49'
C12	31.18'	20.00'	89°19'26"	19.77'	N44°23'14"W	28.12'
C13	22.45'	38.50'	33°24'38"	11.55'	N74°14'44"E	22.13'
C14	54.73'	79.50'	39°26'40"	28.50'	N77°15'45"E	53.66'
C15	59.94'	79.50'	43°12'00"	31.48'	N61°24'55"W	58.53'
C16	60.78'	79.50'	43°48'19"	31.96'	N17°54'46"W	59.31'
C17	41.20'	79.50'	29°41'44"	21.08'	N18°50'16"E	40.74'
C18	22.45'	38.50'	33°24'38"	11.55'	N16°58'49"E	22.13'
C19	31.13'	20.00'	89°10'46"	19.72'	N44°18'54"W	28.08'
C21	75.61'	48.50'	89°19'26"	47.93'	N44°23'14"W	68.18'



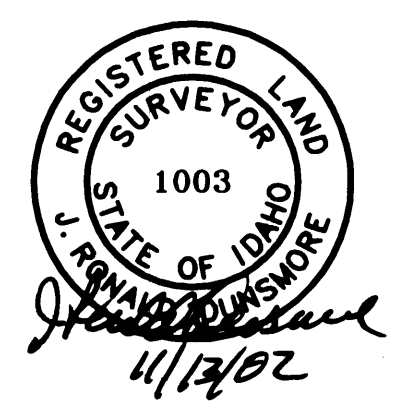
CN1/16 CORNER
SEE SHEET 1

SHEET 3 OF 4

FINAL PLAT OF BENTWOOD PARK, THIRD ADDITION

A REPLAT OF LOT 1, BLOCK 5 OF BENTWOOD PARK, SECOND ADDITION, IN THE N1/2 OF THE NW1/4 OF SECTION 6, TOWNSHIP 50 NORTH, RANGE 3 WEST, B.M., CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

AC	Adams & Clark, Inc. 306 N. Spokane St., Suite G Post Falls, ID 83854 (208) 777-1812	DATE: 11/12/02	DWG. BY: JSH
		SCALE: 1"=50'	F.B. NO. PFB
		FOR: BENTWOOD LLC	W.O. NO. 20012502.4



1250PL13rd.DWG JSH 11-06-2002 SHEET 3

COUNCIL BILL NO. 19-1000
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, VACATING A PEDESTRIAN ACCESS, RECORDED IN BOOK I, PAGES 413, 413A, 413B, AND 413C, RECORDS OF KOOTENAI COUNTY, GENERALLY DESCRIBED AS A TEN FOOT (10') WIDE STRIP LYING EAST OF AND ADJOINING LOT 9, BLOCK 2, BENTWOOD PARK THIRD ADDITION IN THE CITY OF COEUR D'ALENE LOCATED IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 50 NORTH, RANGE 3 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.

WHEREAS, after public hearing, the City Council finds it to be in the best interests of the City of Coeur d'Alene and the citizens thereof that said pedestrian access be vacated; NOW, THEREFORE,

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

SECTION 1. That the following described property, to wit:

Legal description and drawing, attached as Exhibits "A" & "B"

be and the same is hereby vacated.

SECTION 2. That said vacated pedestrian access shall revert to the adjoining property owner to the west.

SECTION 3. That the existing right-of-way, easements, and franchise rights of any lot owners, public utility, or the City of Coeur d'Alene shall not be impaired by this vacation, as provided by law, and that the adjoining property owners shall in no manner place any obstruction over any public utilities.

SECTION 4. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

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

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an ordinance of the City of Coeur d' Alene at a regular session of the City Council on January 15, 2019.

APPROVED by the Mayor this 15th day of January, 2019.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. ____
V-18-09, PEDESTRIAN ACCESS VACATION

The City of Coeur d'Alene, Idaho hereby gives notice of the adoption of Coeur d'Alene Ordinance No. ____, vacating a pedestrian access.

Such pedestrian access is more particularly described as follows:

Attached Exhibits "A" & "B" are on file in the City Clerk's office

The ordinance further provides that the ordinance shall be effective upon publication of this summary. The full text of the summarized Ordinance No. ____ is available at Coeur d'Alene City Hall, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814 in the office of the City Clerk.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am Chief Civil Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. ____, V-18-09, pedestrian access vacation and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 15th day of January, 2019.

Randall R. Adams, Chief Civil Deputy City Attorney

EXHIBIT 'B'

SEE SHEET 3 OF 4 LANE

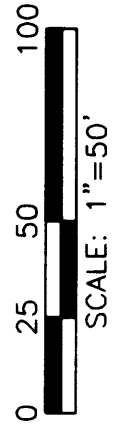
TIMBER 182.57'
MATCH LINE
SET 5/8"x30" REBAR WITH
ALUMINUM CAP MARKED "A&C
INC. LS#1003 W.C. 5' TO 1/5"

5/8"x30" REBAR WITH ALUMINUM CAP
MARKED "A&C, INC. LS #1003" IN STANDARD
CITY OF COEUR D'ALENE MONUMENT CASE

LEGEND

- = SET 1/2"x24" REBAR WITH YELLOW PLASTIC CAP MARKED "A&C, INC. LS #1003" UNLESS OTHERWISE NOTED
- = SET 5/8"x30" REBAR WITH ALUMINUM CAP MARKED "A&C, INC. LS #1003" IN STANDARD CITY OF COEUR D'ALENE MONUMENT CASE
- = SET 5/8"x30" REBAR WITH YELLOW PLASTIC CAP MARKED "A&C, INC. LS #1003" UNLESS OTHERWISE NOTED
- ◆ = FOUND 1/2"x24" REBAR WITH YELLOW PLASTIC CAP MARKED "A&C, INC. LS #1003" UNLESS OTHERWISE NOTED
- ▲ = FOUND 5/8"x30" REBAR WITH YELLOW PLASTIC CAP MARKED "A&C, INC. LS #1003" UNLESS OTHERWISE NOTED

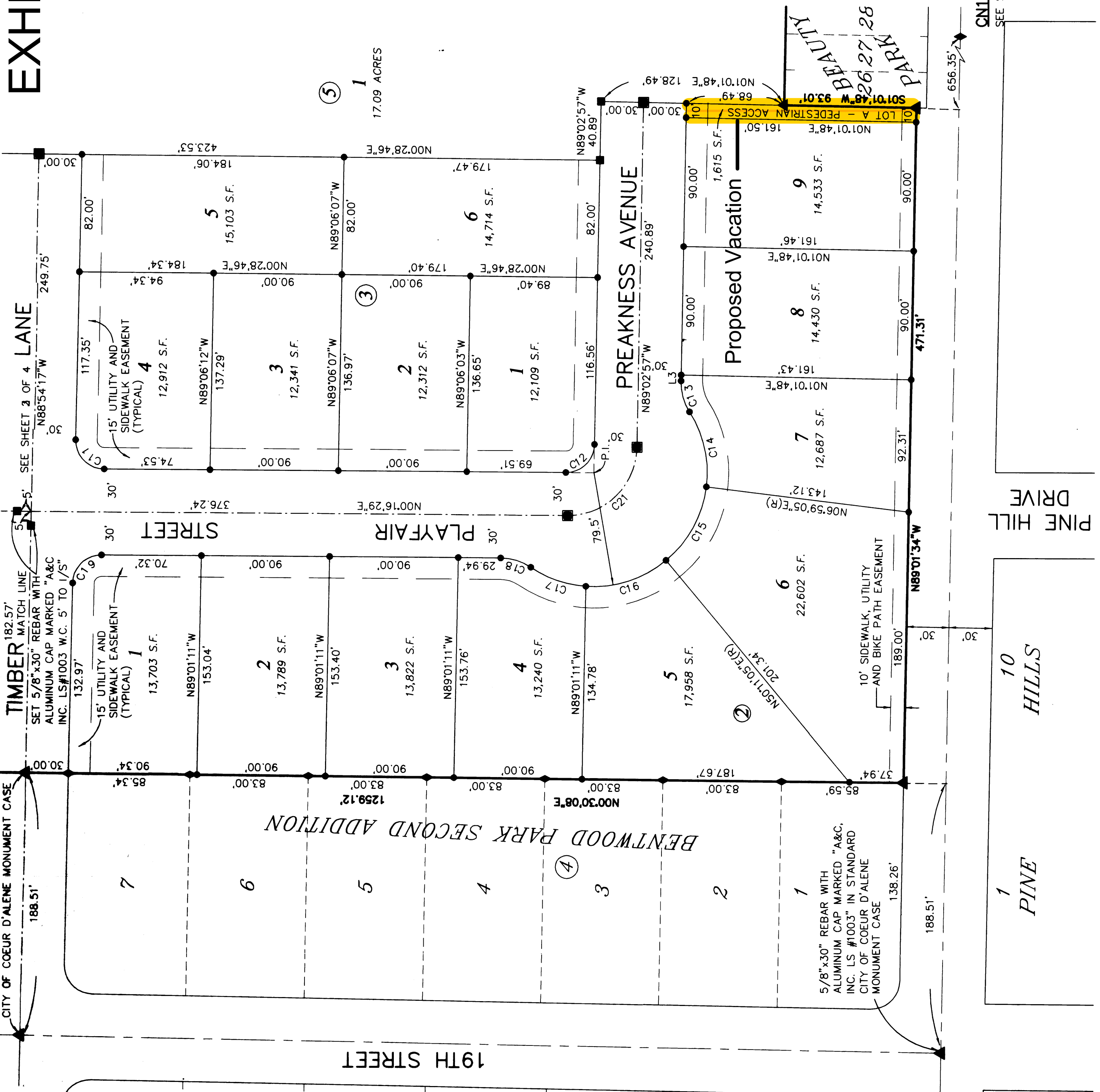
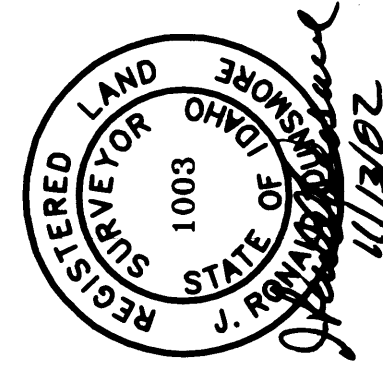
P.I. = POINT OF INTERSECTION
(R) = RADIAL
R/W = RIGHT-OF-WAY
S.F. = SQUARE FEET
W.C. TO 1/5 = WITNESS CORNER TO INTERSECTION
= BLOCK NUMBER



LINE TABLE		
LINE	BEARING	LENGTH
L3	N89°02'57"W	4.16'

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	BRC.	CHORD
C11	31.70'	20.00'	90°49'14"	20.29'	N45°41'06"E	28.49'	28.49'
C12	31.18'	20.00'	89°19'26"	19.77'	N44°23'14"W	28.12'	28.12'
C13	22.45'	38.50'	33°24'38"	11.55'	N74°14'44"E	22.13'	22.13'
C14	54.73'	79.50'	39°26'40"	28.50'	N77°15'45"E	53.66'	53.66'
C15	59.94'	79.50'	43°12'00"	31.48'	N61°24'55"W	58.53'	58.53'
C16	60.78'	79.50'	43°48'19"	31.96'	N17°54'46"W	59.31'	59.31'
C17	41.20'	79.50'	29°41'44"	21.08'	N18°50'16"E	40.74'	40.74'
C18	22.45'	38.50'	33°24'38"	11.55'	N16°58'49"E	22.13'	22.13'
C19	31.13'	20.00'	89°10'46"	19.72'	N44°18'54"W	28.08'	28.08'
C21	75.61'	48.50'	89°19'26"	47.93'	N44°23'14"W	68.18'	68.18'



CN1/16 CORNER
SEE SHEET 1

SHEET 3 OF 4

FINAL PLAT OF BENTWOOD PARK, THIRD ADDITION
A REPLAT OF LOT 1, BLOCK 5 OF BENTWOOD PARK,
SECOND ADDITION, IN THE N1/2 OF THE NW1/4 OF
SECTION 6, TOWNSHIP 50 NORTH, RANGE 3 WEST, B.M.,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

Adams & Clark, Inc.
306 N. Spokane St., Suite G
Post Falls, ID 83854
FOR: BENTWOOD LLC (208) 777-1812



NE	SE
SW	06-50-03W

EXHIBIT 'A'

Adams & Clark, Inc.

1720 W. Fourth Ave. • Spokane, WA 99201 • (509) 747-4600 • Fax (509) 747-8913 • adamsandclark.com

LEGAL DESCRIPTION

FOR

CHUCK HARZKE

Lot A, Block 2 of Bentwood Park Third Addition, according to plat recorded in Book I, Pages 413, 413A, 413B, and 413C, records of Kootenai County, Idaho, located in the NW1/4 of Section 6, Township 50 North, Range 3 West, B.M., said Lot A being a 10.00 foot wide strip lying east of and adjoining Lot 9, Block 2 of said plat and running from the south right-of-way line of Preakness Avenue to the north right-of-way line of Thomas Lane all as shown on said plat.



10-26-18

Civil Engineers • Land Surveyors  Land Planners • Landscape Architects