

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.

July 2, 2019

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Pastor Paul Van Noy with Candlelight

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.)

F. ANNOUNCEMENTS:

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

***ITEMS BELOW ARE CONSIDERED TO BE ACTION ITEMS

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 June 18, 2019 Council Meeting.
2. Approval of Minutes for the June 24, 2019 Public Works Committee Meeting.

3. Approval of Bills as Submitted.
4. Setting of General Services and Public Works Committees meetings for Monday, July 8, 2019 at 12:00 noon and 4:00 p.m. respectively.
5. Setting of a Public Hearing on July 16, 2019 (Legislative) A-3-19 -A proposed 6.125 acre annexation from County Rural Industrial to R-1 zoning district; Location: 4176 E. Potlatch Hill Road; Applicant: Virginia Tate
6. Final Plat approval for SS-19-03 – Legends Park; Location: 1820 W. Legends Parkway, South side of Golf Course Road between Legends Parkway and Ramsey Road

As Recommended by the City Engineer

7. **Resolution No. 19-024** -
 - a. Approval of a Memorandum of Understanding with Glacier 505 Kathleen, LLC for Future Driveway Approach
 - b. Approval of an Agreement with Road Products Incorporated (RPI) for the 2019 Chip Seal Project

As Recommended by the Public Works Committee

H. OTHER BUSINESS:

1. **Resolution No. 19-025**- Approval of an Agreement with O’Keefe Drilling Company Inc. for the Huetter Well Project.

Staff Report by: Kyle Marine, Water Department Assistant Superintendent

I. EXECUTIVE SESSION: Pursuant to Idaho Code 74-206 (f) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated, and (i) to engage in communications with a representative of the public agency's risk manager or insurance provider to discuss the adjustment of a pending claim or prevention of a claim imminently likely to be filed.

J. RECESS to July 10, 2019 at 4:00 p.m. in the Library community Room located at 702 E. Front Avenue for a workshop regarding Fiscal Year 2019-2020 Budget.

***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

July 2, 2019

MEMBERS OF THE CITY COUNCIL:

Steve Widmyer, Mayor

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

ANNOUNCEMENTS

**MINUTES OF A REGULAR MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D’ALENE, IDAHO,
HELD AT COEUR D’ALENE CITY HALL
June 18, 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, June 18, 2019 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

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

CALL TO ORDER: The meeting was called to order by Mayor Widmyer.

INVOCATION was provided by Pastor Steve Massey, Hayden Bible Church.

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

PUBLIC COMMENTS:

Steve Wilson, CDA Chamber of Commerce, thanked mayor and city for their partnership on the 4th of July and noted that staff has been awesome to work with over the last seven years, including Streets, Parks, the Police and Fire Departments, as well as support from administrative staff. He thanked the city for employing such great people.

Mr. Wilson noted that he has announced his retirement at the end of the year and is looking forward to the next chapter. Mayor Widmyer thanked Mr. Wilson for all that he has done for the Chamber.

Elaine Price commented that she is new to politics and is a “political outsider.” She commended the Mayor and Troy Tymesen for coming to the table with the school district and acknowledging that the growth that the city is experiencing is causing an issue with the school system. She noted that one constituent described an unfavorable living condition brought on by street improvements on Seltice. They live in an apartment close to where the roundabout was recently put in. The person said that it is loud and her walls shake at times, and she is overwhelmed and upset and said that there are only so many places available that she could afford, and she can’t afford to move. Ms. Price said that the person’s issue is real and we can at least be sympathetic. She said that she understands the panic of trying to find a place if you have been looking for a while. Ms. Price said that we can look forward instead of looking back and can use this is an

opportunity. She asked the council to consider the issue when they consider improvements, and noted that our city is growing and we have a responsibility to manage growth and improvements to make sure they don't have a negative impact on the community. She asked the council to consider the impacts they will have on citizens, and noted that she has encouraged the person to contact the city, file a noise disturbance report, and check with her apartment complex to see if she could move to a different apartment. Mayor Widmyer asked Ms. Price to encourage the citizen to send an email to him, or Troy Tymesen.

PRESENTATION: Health Corridor Update. Ben Weymouth, TO-Engineers, presented an update on the Health Corridor Feasibility Study. He noted that they will be presenting to council four times throughout the process to give updates, and will be updating the ignite board as well.

Mr. Weymouth said that they are just getting started. He reviewed the boundaries of the study area, which is a total of 175 acres. Planning efforts in the area began in 2017 with the ULI Technical Assistance Panel report, and the December, 2018 Health Corridor Eligibility Report. He reviewed the schedule and process, and noted that there are three separate processes: Community Stakeholder Engagement, Master Plan, and Economic Feasibility and Market Analysis. In regard to the Community and Stakeholder Engagement process, they have just completed a visioning workshop last Thursday and Friday, and will follow that with a design charette and then a final presentation to the public for the city council and ignite cda meetings. The Master Plan process documents the process, with a final master plan at the end.

Mr. Weymouth provided a project update and noted that the site tour and inventory has been completed, the site analysis and market study is ongoing, the vision workshop is completed, and community engagement is ongoing. He noted that the site tour and inventory started with gathering existing information, and then they spent about six hours one afternoon walking the majority of the corridor to get a feel for what is happening. There are some obvious challenges, including lease signs all over the place, and "for sale" signs. Everybody they have talked to brings up connectivity and traffic challenges, and, also, the importance of Kootenai Health as an anchor to the community and that specific area.

Mr. Weymouth said that a big part of the visioning workshop was stakeholder interviews. The purpose was to gather information, listen to the community, and take the information received to move forward with developing what the master plan will be. He noted that this isn't "their plan;" it is the community's plan. Pulling together the community's input is a vital part, and Mr. Weymouth noted that they aren't coming in with any preconceived ideas.

Twenty-nine stakeholder interviews were conducted, including developers, business owners, the hospital, emergency service providers, community leaders, and residents of the neighborhood. On Thursday night they held a public meeting at Midtown. Thirty-three members of the community attended, along with the design team and others. They

conducted a “Strengths, Weaknesses, Opportunities and Threats” analysis and are in the process of summarizing that. They also did a separate mapping exercise and collected that information.

Public information surveys have been handed out, and they are also available on the ignite cda website at ignitecda.org. Mr. Weymouth encouraged citizens to fill them out and noted that they are due by the end of the month.

Next steps include ongoing public outreach, including door-to-door visits, pop-up meetings where they will set up an information booth for a couple of hours to try and reach as many people as they can. All of that will feed into the development program, which will include a menu of ideas that they will bring forward and suggest that might add public benefit. Those will come forward during the design workshop and charette on July 8, 9, and 10. Each evening will have a 2-to-3-hour public workshop where they will gather ideas, break into workgroups, etc. It will be a pretty intense three days and they are working at getting the word out.

Councilmember McEvers asked how they come up with design when there are already buildings, streets, people and jobs. Mr. Weymouth said that, first of all, they don’t know what it will look like until it is done. It is more a process of figuring out what is not working, what is working, and what will make it better. He acknowledged that redevelopment is always much more difficult than development of an empty field.

Councilmember McEvers asked about traffic and how they would make traffic work better. Mr. Weymouth said that their initial observations are that the streets are probably big enough in terms of width, but there is no way of understanding how to get around and it is easy to get lost. He noted that it is more of a connectivity issue and having well-defined ways to get around.

Councilmember McEvers asked if properties for lease and sale are a bad thing or a good thing. Mr. Weymouth said that, apparently, it has been a pretty consistent thing for quite a number of years. He noted that he doesn’t have the numbers, but it is not the general feeling that it is that way all over town.

COUNCIL ANNOUNCEMENTS:

Councilmember English said that as councilmembers, they get called upon to make some tough decisions and that he has one of those tonight where he will have to wrestle with a couple of options. He noted that in a few minutes the mayor will move for appointment of Cory English to the Pedestrian and Bicycle Advisory Committee. Councilmember English said that he could abstain from voting because then he can’t be accused of “feathering the family nest,” but if he abstains, he is the guy who wouldn’t even vote for his own wife! He noted that he trusts his wife to be more forgiving of his vote than some members of the public.

APPOINTMENT – PEDESTRIAN & BICYCLE ADVISORY COMMITTEE:

MOTION by Edinger, seconded by Evans, to appoint Cory English to the Pedestrian &

Bicycle Advisory Committee. Motion carried with Councilmember English abstaining

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

1. Approval of Council Meeting minutes for the June 4, 2019 Council Meeting.
2. Approval of the General Services Committee Meeting Minutes from the meeting held on June 10, 2019.
3. Approval of Bills as Submitted.
4. Approval of the Financial Report.
5. Setting of General Services and Public Works Committee meetings for June 24, 2019 at 12:00 noon and 4:00 p.m., respectively.
6. Approval of Outdoor Seating Permit at 705 River Avenue, Fort Ground Grill.
7. Approval of Eleven (11) Fireworks Stand Permits for the 2019 Season.
8. **Resolution No. 19-020:** A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE FOLLOWING AGREEMENTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE: APPROVAL OF BID AWARD AND AGREEMENT WITH BIG SKY ID, CORP., FOR THE FERNAN LIFT STATION PROJECT; APPROVAL OF A ONE-YEAR EXTENSION OF THE CONTRIBUTION AGREEMENT BETWEEN THORCO, INC., AND THE PANHANDLE PARKS FOUNDATION; APPROVAL OF AMENDMENTS TO THE CDATV POLICY AND PROCEDURES MANUAL; APPROVAL OF AGREEMENT WITH JEFF CROWE FOR PROFESSIONAL SERVICES; APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH ARCHITECTS WEST FOR RENOVATION OF THE WASTEWATER OPERATIONS BUILDING; APPROVAL OF A LEASE WITH THE CHAMBER OF COMMERCE FOR FOURTH OF JULY PARKING; AND APPROVAL OF A SOLE SOURCE PURCHASE OF MOTOROLA PORTABLE RADIOS FOR THE POLICE DEPARTMENT AND PURCHASE OF TWO INVESTIGATION VEHICLES.

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

RESOLUTION NO. 19-021

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AN AGREEMENT FOR FINANCING OF CONSTRUCTION FOR PUBLIC IMPROVEMENTS TO THE MEMORIAL FIELD GRANDSTAND WITH THE COEUR D'ALENE URBAN RENEWAL AGENCY d/b/a IGNITE CDA.

STAFF REPORT: Bill Greenwood, Parks & Recreation Director, presented a request for approval of an Agreement for Financing of Construction with ignite cda for public improvements to the Memorial Field Grandstand.

Mr. Greenwood explained that on May 21, 2019 City Council approved the agreement with Walker Construction for the remodel of the Grandstands and the partnership with

Ignite and North Idaho College. The Grandstands construction cost is \$1,253,003. The City Council approved that the shortfall in funding would come from the Parks Capital Improvement Fund. Funding from ignite will not be available as of July 1, 2019 due to new law regarding how those funds can be used. In order to make the budget for Grandstand, on May 21, 2019 Council authorized staff to remove the interior aspects of the Grandstands; i.e., restrooms and locker rooms, and phase those elements in the brick restroom in City Park. This phasing gives the City more time to budget for the restroom/locker room construction. Those elements would be budgeted in next year's fiscal budget pending approval.

Mr. Greenwood explained that this is the final piece of the puzzle and that the ignite board has endorsed the cutting of the construction in order to make the budget.

Councilmember Gookin asked about CXT. Mr. Greenwood explained that a CXT was installed at the Landings Park and is something similar to what the forest service uses. They are constructed out of concrete, brought to the site and set down. He noted that the PD has one in the city park for their folks on the weekends. They are customizable so they can get exactly what they want. Mr. Greenwood commented that they have already spoken to CXT about that part of it. It would be a men's and ladies' restroom and one end would have changing rooms.

Councilmember Edinger asked how much money NIC has contributed. Mr. Greenwood responded that they have contributed \$150,000. Councilmember Edinger asked if Mr. Greenwood could get some more money from NIC. Mr. Greenwood said that he could make that request.

Councilmember Miller asked Mr. Greenwood to quickly review how it all came to this point. Mr. Greenwood said that over a year and a half ago they went out for bids, and the bids all came in over budget by \$250,000 to under \$300,000. It was suggested that they look at the General Manager/Contract Manager process that was used at City Hall. They worked with the subcontractors and tried to get the numbers down, but still came in \$450,000 over budget. Mr. Greenwood said that Councilmember Miller then asked them if they could do something more and make some cuts. They decided that the way to make the budget work would be to remove all of the elements from underneath the grandstands and then in the near future redo the restrooms and changing rooms across the street. For the concessions area, Mr. Greenwood said that he thinks it would be easier to do a food truck spot. He noted that after they removed the elements under the grandstands, they came close to being on budget with a little extra from the Parks Capital fund.

Councilmember Miller asked Mr. Greenwood if he was comfortable that they are going to be able to get the grandstand with food service and adequately satisfy NIC's needs for use, make it secure, engineered and sound for the public, and still be able to enjoy the iconic look of Memorial Field. Mr. Greenwood responded that he was. He also agreed that he doesn't think that building prices will come down soon.

Councilmember Miller said that they have sharpened the pencil two or three times and confirmed that Mr. Greenwood agrees that this is the best compromise that they can get out of it.

Councilmember McEvers asked if, theoretically, for the difference of \$400,000, could it be put back into what it originally was? Mr. Greenwood said that he met with the contractor this week, and that option is available to them if they choose to do it in the future. He commented that he believes the better option is that the restrooms across the street need to be replaced, and noted that it is 150 feet from the grandstands to the restrooms. The NIC ladies are using it now to change in and are on board with the proposal. Mr. Greenwood commented that it was Councilmember Miller and Christie Wood who prompted him to consider phasing, and that it gives them a chance to budget.

MOTION: Motion by Gookin, seconded by McEvers, to approve Resolution No. 19-021, Approval of an Agreement for Financing of Construction with ignite cda for public improvements to the Memorial Field Grandstand.

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

RESOLUTION 19-022

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO APPROVING AN AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES WITH MIG, INC. FOR THE ENVISION COEUR D'ALENE PROJECT RELATED TO UPDATING THE 2007 COMPREHENSIVE PLAN, COMMUNITY VISION STATEMENT, AND STRATEGIES AND IMPLEMENTATION PLAN.

STAFF REPORT: Hilary Anderson, Community Planning Director, and Sean Holm Senior Planner, presented a request for approval an agreement with MIG, Inc. to update the City's Comprehensive Plan, Vision and Implementation Plan for the project known as Envision Coeur d'Alene.

Ms. Anderson said that Envision is an update to the city's comprehensive plan, and the vision and implementation plan. They are not asking for funding at this point, just the agreement. She noted that Envision is a project of the City of Coeur d'Alene, collaborating with CDA 2030, and seeking assistance from MIG and their subconsultants to move this forward. They are trying to update all three of the documents and align them and integrate them so they are one cohesive document that can also function separately.

Ms. Anderson explained that the comprehensive plan is the 20-year guide for how we grow as a community, and is one of the most critical documents. She also noted that work that the CDA 2030 committee has done has also been critical. She said that she expects that the effort with MIG and its subconsultants will take about 18 months, with completion in December, 2020.

Councilmember Gookin asked if MIG is updating three documents. Ms. Anderson clarified that it is all one document and that the comprehensive plan is supposed to have a vision statement and an implementation plan, which is required by state statute. She said that she is not sure when the implementation plan requirement came to be, and noted that there are 17 requirements per the state statute that need to be addressed in the comprehensive plan, including the implementation plan. The comprehensive plan will be looking at 2020 – 2040, and it is critical that they look at how the community has been changing and how they want to move forward.

Mr. Holm discussed the history and noted that the current comprehensive plan covers the years 2007-2027. He noted that it was a long 2+ year process to get it implemented. Since that plan was passed, they have added approximately 15,000 people to the city. Along with that growth comes jobs, but also other things including transportation issues, traffic, etc. He noted that, traditionally, the comprehensive plan has been developed and updated in-house, but that times have changed and technology has really taken off since then. The new technology software systems are able to take a look at land use modeling and look at where they are headed based upon where they have been, and are also able to look at transportation and economy. Another missing item that wasn't taken care of very well last time was community engagement. Mr. Holm noted that there are tools now and a digital component for getting people's ideas and feedback.

Mr. Holm said that the CDA 2030 plans were a grass roots organic assessment of community vision and goals, and an implementation plan to achieve them. He noted that the current comprehensive plan does have a small implementation portion at the very end, about a half page long, but it didn't really give a clear path forward, which is a requirement now.

Mr. Holm reviewed the project and noted that on November 28, 2019 there was a workshop with the Planning Commission, on March 6, 2018 a city department workshop, and on May 8, 2018 Sam Wolkenhauer (Idaho Department of Labor), and Alivia Metts (The Metts Group/Emsi) presented to the city council and Planning Commission on economics and demographics. On June 12, 2018, representatives from NIC, Lewis Clark State College, University of Idaho, School District 271 and Charter presented to the Planning Commission regarding the growth they are seeing as well as needs for expansion of campuses and future sites.

On February 12, 2019, a Request for Proposals was issued. Mr. Holm thanked Nicole Kahler from CDA 2030, and Jake Garringer (Planning Department Intern) for their work on the Request for Proposals. He noted that Mr. Garringer will be leaving the city and taking a new position working with the Governor. Mr. Holman also thanked Marie Nail of CDA 2030 and Glen Miles from KMPO, who served on the selection committee and has offered KMPO's data and his time to help them achieve their goals. He also thanked Tom Messina, Planning Commission chair, and Marcy Hartzel.

On March 29, 2019, the selection panel met and MIG was identified as the top contender. He noted that the bids came in quite a bit over the projected budget of \$245,380, and as a result they looked at what staff could do to save some dollars. They worked together with MIG to realize a \$29,000 savings of items that staff took on to help and some efficiencies that were identified to bring the cost down. Mr. Holm noted that, right now, there is \$50,000 available in the current budget to begin the project, and the remaining \$165,984 would be included in the Fiscal Year 2019-2020 budget request. He also clarified that it was noted in the agreement so that it does not tie the council in the future.

Mr. Holm reviewed the things that staff took on to whittle the costs down, which include public engagement, coordination of community working groups, organizing community meetings, coordinating with regional governments, and additional cost savings realized by reducing and consolidating consultant trips.

Ms. Anderson said that MIG does multidisciplinary work, land use, and comp plan updates throughout the country. They have worked on the city's Parks & Rec master plan as well as the education corridor. She noted that MIG is very excited about the project, and have partnered with two subconsultants – Kittelson and Associates, who will be focusing on transportation, and Bridge Economic Development, LLC, who will be helping with market and economic analysis.

Ms. Anderson said that both MIG and Kittelson and Associates came to town at their own cost for an in-person scoping meeting. They will also be organizing their work based on the six themes identified in the CDA 2030 plan: Community and Identity, Education and Learning, Environment and Recreation, Growth and Development, Health & Safety, and Jobs and Economy.

The project will include five phases: (1) Project management and team oversight, (2) Project analysis and framework, (3) Visioning, (4) Planning and modeling, and (5) Refining. Major components of the project will be the economy, transportation, and land use. Ms. Anderson said that MIG will have to address land use, infill development, density, and how it impacts transportation. She noted that they will not have to do a separate transportation master plan, and that this is a way they can do it simultaneously with the comprehensive plan looking at land use and looking at transportation and traffic ramifications of growth and what the mitigation strategies are. They are working on cost savings and if they were to do a separate transportation master plan, it would probably be an additional \$150,000.

Councilmember McEvers asked for clarification regarding the traffic plan. Ms. Anderson said that it is a full traffic analysis, but not a full transportation master plan. It is a “beefed up” comprehensive plan with transportation modeling and looking at how it impacts transportation. She commented that Kittelson and Associates will work closely with City Engineer Chris Bosley and Glen Miles of KMPO and will do some additional analyses and recommendations. It will be a great tool, but not a “full-blown” transportation plan.

Councilmember McEvers asked when was the last time that the CDA 2030 plan was updated. Ms. Anderson replied that December, 2017 was the last update to the implementation plan, but the visioning plan hasn't been updated since 2014. CDA 2030 will be working on the implementation plan during the first two phases so the consultant can look at those.

Councilmember McEvers asked about coordination of county and neighboring cities, and asked if that is new, and if Post Falls is thinking about their impact on Coeur d'Alene. Ms. Anderson said that it is important for all of us, and noted that the planners and city engineers have been meeting for a couple of years. She commented that there are some things that are critical for our neighborhood communities to coordinate.

Councilmember Gookin said that it seems very ambitious and there are a lot of moving pieces. He inquired if it was too much. Ms. Anderson responded, no, the city needs to do this, and the comprehensive plan is in need of an update. She noted that the city council directed them to move forward and that she thinks this is the best way to do it. They wanted to take it to the next level and bring in the expertise. She noted that collaboration with CDA 2030 is excellent as well, and CDA 2030 has been putting in funds for the project already, along with some branding efforts and paying Jacob Garringer to help with the work. CDA 2030 has allocated \$22,000 for the project.

Councilmember Gookin clarified that Envision CDA is the name, and it is not an organization. Ms. Anderson confirmed that and said that it is similar to how the county uses "Keeping Kootenai." She noted that a lot of communities in the U.S. have done this to make it more interesting and to get people involved.

Councilmember Gookin asked if there will be plenty of opportunity for public input. Ms. Anderson said that they are building a project website right now, and will make it live and start collecting people's contact information and giving them an opportunity to participate.

Councilmember Gookin asked if they will be covering what to do about density. Ms. Anderson said they will and that density and infill are huge components.

Councilmember Gookin said that he noticed that the Planning Commission is actually charged with coming up with the comprehensive plan. Ms. Anderson said that they are advisory, and are also the advisory committee for development impact fees. They work closely with staff, and they have talked about the commissioners serving on focus groups, and they can also help with writing if they want to. Councilmember Gookin asked if the Planning Commission has been workshopping for this project. Ms. Anderson said that they have had several workshops with them and have been waiting to get the consultant on board to take the next steps.

Councilmember Miller said that she thinks that CDA 2030 has basically been updating the accomplished items on their implementation plan, and asked if they are going to do that first, will there be an expanded version or will CDA 2030's be different or will it be

the same thing. Ms. Anderson said that an interim item will just be looking at the 183 tasks, and through the comprehensive plan and visioning they will be able to address new ones to add.

Councilmember Miller asked how Ms. Anderson sees the comprehensive plan guiding what CDA 2030 will do towards their mission. Ms. Anderson said that the city will be able to use their implementation plan as a strategic plan, and CDA 2030 can also use it, and it will be housed in the comprehensive plan.

Councilmember English said that he is impressed with reading through the project information and thinks that it is going to hit on a lot of concerns that they are hearing, and commented that he thinks it is absolutely vital to bring in some outside expertise and timing. He commented that he knows there has been a little frustration expressed about the time it took to get it going, but on the other hand it seems like in the last 18 months or so that things like traffic and density are reaching a fever pitch and so, in some ways, it might be an advantage.

Councilmember McEvers asked about neighborhood nodes, which were a part of the last comprehensive plan, and noted that they didn't work. Ms. Anderson responded that they have a few neighborhood nodes but want to continue to look at it.

Councilmember McEvers asked about "industry clusters" and if that would be something like the hospital zone. Ms. Anderson said that that would be one, but there are others. Clusters are similar job industries and then you have the supply chain for those industries. Those are the things they have to look at in terms of what we currently have, what are our strengths, and what do we have to do to grow and attract other business. She noted that infill is not just for housing, and that a lot of the businesses locally are small business. That has become more of a focus of Jobs Plus, and the NIC entrepreneurial program, and they will be working with those organizations.

MOTION: Motion by Gookin, seconded by Evans, to approve Resolution No. 19-022, an Agreement with MIG, Inc. for the City Comprehensive Plan also known as the Envision Coeur d'Alene Plan.

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

A-1-19: A PROPOSED 4.6-ACRE ANNEXATION FROM COUNTY COMMERCIAL TO R-17 ZONING DISTRICT; LOCATION: 7725 N. RAMSEY ROAD; APPLICANT: TED P. BURNSIDE AND TAMMI L. KERR. PURSUANT TO COUNCIL ACTION ON APRIL 16, 2019

RESOLUTION 19-023

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING AN ANNEXATION AGREEMENT [A-1-19] WITH TED P. BURNSIDE AND TAMMI L. KERR, TRUSTEES UNDER THE BURNSIDE & KERR TRUST, (UDT), DATED THE 31ST OF MARCH, 2000, WITH AN ADDRESS OF 7725 N. RAMSEY ROAD, COEUR D' ALENE, ID 83814.

MOTION: Motion by McEvers, seconded by Edinger, to approve Resolution 19-023, Annexation Agreement with Ted P. Burnside and Tammie L. Kerr for the annexation of 4.6 acres located at 7725 N. Ramsey Road; zoning from County Commercial to R-17 zoning district.

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

COUNCIL BILL 19-1006

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

MOTION: Motion by McEvers, seconded by Evans, to dispense with the rule and read Council Bill N. 19-1006 once by title only.

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

MOTION: Motion by McEvers, seconded by Miller, to adopt Council Bill 19-1006.

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

PUBLIC HEARING: A-2-19: LOCATION: 6215 N. ATLAS ROAD; A PROPOSED 11.73 ACRE ANNEXATION FROM COUNTY INDUSTRIAL TO C-17 ZONING DISTRICT; APPLICANT: JOHN HERN.

Mayor Widmyer read the rules of order for this quasi-judicial hearing.

STAFF REPORT: Senior Planner Sean Holm explained that the applicant, Tri-State Consulting Engineers, on behalf of the owner, John Hern, is requesting approval of a proposed +/- 11.74 acre annexation from Kootenai County Light Industrial to City C-17 zoning district. Two parcels make up the request; the first measuring 3.262 acres, and the second 8.473 acres. The request was filed in conjunction with a special use permit for existing uses. He noted that the C-17 district is a broad-spectrum commercial district that permits limit service, wholesale/retail and heavy commercial in addition to allowing residential development at a density of 17 units per gross acre. He noted that there four findings for this annexation as follows: that the proposal is or is not in conformance with the Comprehensive Plan polices; that public facilities and utilities are or are not available and adequate for the proposed use; that the physical characteristics of the site make or do not make it suitable for the request at this time; and that the proposal would or would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, and/or existing land uses. He presented the surrounding zoning, land uses, and applicable Comprehensive Plan objectives and provided staff input regarding the finding categories, including traffic.

PUBLIC COMMENTS: The mayor opened the meeting for public testimony. The Clerk swore in those that gave testimony.

APPLICANT:

Chris Clark, TriState Consulting Engineers, representing the applicant, said that they are hoping to make the area a “node.” He also commented that they understand that the area going west will be an important and well-traveled arterial, and said that the annexation allows them the ability to maintain a similar use to what is there now. Mr. Clark said that the C-17 zoning has a little higher density with more options for commercial and residential mixed uses and they see it as an opportunity to bring that piece of infill into the city. Mr. Clark said that all of the services are there and it is more than ripe to become a part of the city of Coeur d’Alene and can become a benefit to the city neighborhoods by becoming a residential node with services. He further noted that the other big part of it is creating a buffer zone between residential and manufacturing. With the annexation they have the opportunity to not only extend the trail from the north intersection of Hanley, but also to extent it as far south as they can. Mr. Clark commented that it will definitely allow for more connectivity and easier access to the trail, and that it is an awesome piece of property and great development and benefit to the adjacent neighborhood.

Councilmember Gookin asked where was the closest commercial. Mr. Clark said that essentially you have to go to 95 and that is where you will find most of the commercial corridor. There is a little bit of commercial in some of the industrial park areas, but not for residents. Beyond that, he thinks that you would end up closer to Post Falls or north into Hayden. Councilmember Gookin asked if that is their goal to provide those services. Mr. Clark responded that it definitely is, and that is what they are seeing would be the best use and most lucrative. If they can bring some service industries and some small businesses, mini-storage, etc., people aren’t going to have to make those extra trips, and will want to stop there.

PUBLIC COMMENT:

Mayor Widmyer asked for public comment. He noted that Ron Oriti and Barbara Oriti had indicated on the sign in sheet that they were in opposition to the project, but were not present to testify.

Public testimony was closed.

MOTION: Motion by McEvers, seconded by Edinger, to approve A-2-19: Location: 6215 N. Atlas Road; A proposed 11.73-acre annexation from County Industrial to C-17 zoning district; Applicant: John Hern, to direct staff to negotiate an annexation agreement, and to develop the necessary Findings and Order.

DISCUSSION: Councilmember McEvers said that area used to be his favorite place many years ago. He loved all the independents out there and you could always tell you were in the industrial park. He commented that it is nice to see it being salvaged and there are some amazing workers out there and it is nice to see they aren't getting encroached on. He commented that the project is great for the neighborhoods.

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

CDBG 2018 CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT (CAPER)

STAFF REPORT: Michelle Cushing, CDBG Community Development Specialist, presented a review of the Plan Year 2018 Consolidated Annual Performance Evaluation Report (CAPER). She noted that the City of Coeur d'Alene receives an annual direct allocation of HUD Community Development Block Grant (CDBG) funds. Every year the City is required to complete a CAPER report, allowing the public two weeks to share public comment. She explained that the CDBG funds support low-to-moderate income residents. The City has received a total of \$3,309,440 since 2007, with \$2,646,895 allocated towards projects.

Ms. Cushing reviewed the Consolidated 5-Year Plan Goals, which are to increase the supply of for-sale housing at prices affordable to low and moderate income workers; increase the supply of affordable rental housing; improve the city's sidewalks to make them more accessible; continue with neighborhood revitalization efforts; expand higher-paying employment opportunities; and offer public service program assistance to service organizations supporting low and modern income residents.

Ms. Cushing reviewed the status of Plan Year 2018 projects, 2018 goal successes and highlights, and 2018 Community Opportunity grants awarded, including grants to the NIC College Foundation, Lake City Center, and TESH. She also noted that 16 homes

were rehabilitated through the Emergency Minor Home Repair Program (EMRAP) during Plan Year 2019.

Councilmember McEvers asked about the home repairs and if they were able to find people to do the work pretty easily. Ms. Cushing said that sometimes it is difficult for residents to find three bids, which is what they ask for. In those instances where they cannot find three bids, as long as they can submit evidence that they have been making contacts but have been rejected, that could justify them moving forward. Ms. Cushing said that they always want to maintain cost reasonableness when it comes to contractors.

Councilmember Edinger asked how many people are served with “Meals on Wheels.” Ms. Cushing said that in 2018, the Lake City Center reported that 67 seniors were served monthly. The last time she spoke to Bob from the center, he said that the number is growing.

PUBLIC COMMENT:

There were no public comments.

Public testimony was closed

MOTION: Motion by Gookin, seconded by Edinger to approve the Community Development Block Grant 2018 Consolidated Annual Performance Evaluation Report (CAPER).

Motion carried.

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

The meeting adjourned at 7:35 p.m.

Steve Widmyer, Mayor

ATTEST:

Amy C. Ferguson, Deputy City Clerk

CONSENT CALENDAR

**PUBLIC WORKS COMMITTEE
MINUTES
June 24, 2019
4:00 p.m., Library Community Room**

COMMITTEE MEMBERS PRESENT

Councilmember Woody McEvers
Councilmember Dan English
Councilmember Kiki Miller

STAFF PRESENT

Chris Bosley, City Engineer
Amy Ferguson, Executive Asst.
Tim Martin, Streets & Eng. Director
Randy Adams, Deputy City Attorney
Troy Tymesen, City Administrator

**Item 1 Memorandum of Understanding with Glacier 505 Kathleen, LLC for Future
 Driveway Approach
Consent Calendar**

Chris Bosley, City Engineer, presented a request for council approval of a Memorandum of Understanding with Glacier 505 Kathleen, LLC for removal and replacement of a driveway approach.

Mr. Bosley explained in his staff report that the Streets & Engineering Department recently made ADA improvements to the sidewalks on Kathleen Avenue between Ramsey Road and US-95. Driveway approaches that were thought to be included in ITD's US-95 improvements were left to be replaced with that project. City staff recently determined that the easternmost driveway approach to 505 Kathleen Avenue was not included in the ITD project. Due to its proximity to the US-95 intersection, it was determined that this approach should be eliminated. A second approach exists approximately 300 feet west of that approach. The Streets & Engineering Department would like to remove the existing approach and replace it with a sidewalk, meeting ADA requirements and eliminating a potential conflict point. The property owners, Parkwood Business Properties, agreed that the approach should be eliminated, but wanted to ensure that a second approach onto Kathleen Avenue would be permitted upon redevelopment of the property, acceptable to all parties. The Streets & Engineering Department believes that more ideal locations exist for a second driveway approach and that the final location can be determined during redevelopment. The City's final contribution towards the agreement is minor and has already been included in the year budget for sidewalk replacement.

Mr. Bosley explained that the property owners just wanted to be sure that they weren't going to be losing an approach.

MOTION: Motion by Miller, seconded by English, that Council approve the Memorandum of Understanding with Glacier 505 Kathleen, LLC for removal and replacement of the driveway approach. Motion carried.

Item 2 Approval of Low Bidder for the 2019 Chip Seal Project Consent Calendar

Tim Martin, Streets & Engineering Director, presented a request for council approval of Road Products, Inc. as the low bidder for the 2019 Chip Seal Project.

Mr. Martin explained in his staff report that the City received two responsive bids, and that Road Products, Inc. was the lowest responsive bidder. The approved budget amount for the 2019 Chip Seal/Overlay projects is \$750,000, and the City of Coeur d'Alene's portion is \$560,070.39. The City of Coeur d'Alene has a cooperative agreement with the City of Dalton and the City of Hayden for the contract management of the chip seal project, and the City of Coeur d'Alene is the lead agency.

Mr. Martin said that Road Products, Inc., is a company located in Spokane, Washington. He noted that this year the department has targeted a couple of arterials and two residential areas. He explained how the department does pavement ratings on the streets (PCI Rating), and the software that they use, and noted that they are at about 60 – 70% rated throughout the whole city. Mr. Martin reviewed the PCI Rating of various sections of Ramsey Road and noted that they will be doing an overlay soon.

Mr. Martin said that for this year's chip seal, they will be doing Hanley Road from Ramsey to the Courcelles roundabout, around Courcelles on the park, and then down to Dalton at Stafford. They will also do Seltice Way from the beginning of the new asphalt from the recent project being completed to the intersection of Ironwood and Seltice. They will also be doing 15th Street from Best Avenue to Shadduck, including Elderberry Circle and 12th Street, and then continuing on 15th from Shadduck to Dalton. The arterials will receive another ½" chip, with a 3/8" chip on top. Mr. Martin commented that they like what they have seen in Ironwood and think that it gives them a "better bang" for their dollar.

Councilmember Miller asked if the cooperative agreement takes over exactly where the city of Coeur d'Alene leaves off at Dalton. Mr. Martin said that the city of Dalton chooses their own areas.

Councilmember McEvers asked if the city has used the contractor before. Mr. Martin said that they have not. He confirmed that it will be a ½" chip, and then a week later they will put the 3/8" chip on top of that, with a fog seal.

Councilmember McEvers asked if the city is prepping the streets. Mr. Martin responded that they are.

Councilmember McEvers asked of the five-year cut plan is involved. Mr. Martin said that they work internally with the Water and Wastewater Departments, and that they all looked at the plan and visioned out the next four years. They will also work internally with the other utilities to try to prepare them ahead of time so they can get in and do Yardley pipe replacements, CIPP's, etc. Mr. Martin said that the challenge is that they can't stop progress, in that people will put in gas lines, fiber, etc. Federal law requires that if you are pushing boring into the road base itself, you

have to pothole over the utilities to makes sure that you know the depths. They are working with everybody that they can, including Avista, etc.

Councilmember McEvers asked about the plans for Ramsey Road overlay. Mr. Martin said they are looking at about two years out. They have some maintenance that they would like to do to the road prior to that. He noted that it will be trickier and a little more expensive to do because of the grade of the road since it all grades to the center swales.

Mr. Martin pointed out that overlay funds are also used to purchase all of the permanent pavement markings, crack seal, etc.

MOTION: Motion by English, seconded by Miller, that Council approve the bid of Road Products, Inc. as the lowest responsive bid, and award the contract for the 2019 Chip Seal Project to Road Products, Inc. Motion carried.

The meeting adjourned at 4:13 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison

DATE: JUNE 13, 2019
TO: MAYOR AND CITY COUNCIL
FROM: PLANNING DEPARTMENT
RE: SETTING OF PUBLIC HEARING DATE: JULY 16, 2019

Mayor Widmyer,

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

<u>ITEM NO.</u>	<u>REQUEST</u>	<u>COMMISSION ACTION</u>	<u>COMMENT</u>
A-3-19	Applicant: Virginia Tate Location: 4176 E. Potlatch Hill Road Request: A proposed 6.125 acre annexation from County Rural Industrial to R-1 zoning district	Recommended approval	LEGISLATIVE

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **July 16, 2019**

**CITY COUNCIL
STAFF REPORT**

DATE: July 2, 2019
FROM: Dennis Grant, Engineering Project Manager
SUBJECT: **SS-19-03, Legends Park: Final Plat Approval**

DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat document, a two (2) lot commercial subdivision.

HISTORY

- a. Applicant: Gregory J. Vislocky, Managing Member
Legends Park, LLC
7700 NE Parkway Drive, Suite 300
Vancouver, WA 98662
- b. Location: 1820 W. Legends Parkway, South side of Golf Course Road between Legends Parkway and Ramsey Road
- c. Previous Action:
 1. Preliminary plat approval, June 6, 2019

FINANCIAL ANALYSIS

There are no financial issues with this development.

PERFORMANCE ANALYSIS

This commercial development is a re-plat of an existing single lot made up of tax numbers and a portion of two lots located in Coeur d'Alene. This subdivision created two (2) lots. There were conditions that will be taken care of at the building permit stage; therefore, the document is ready for approval and recordation.

DECISION POINT RECOMMENDATION

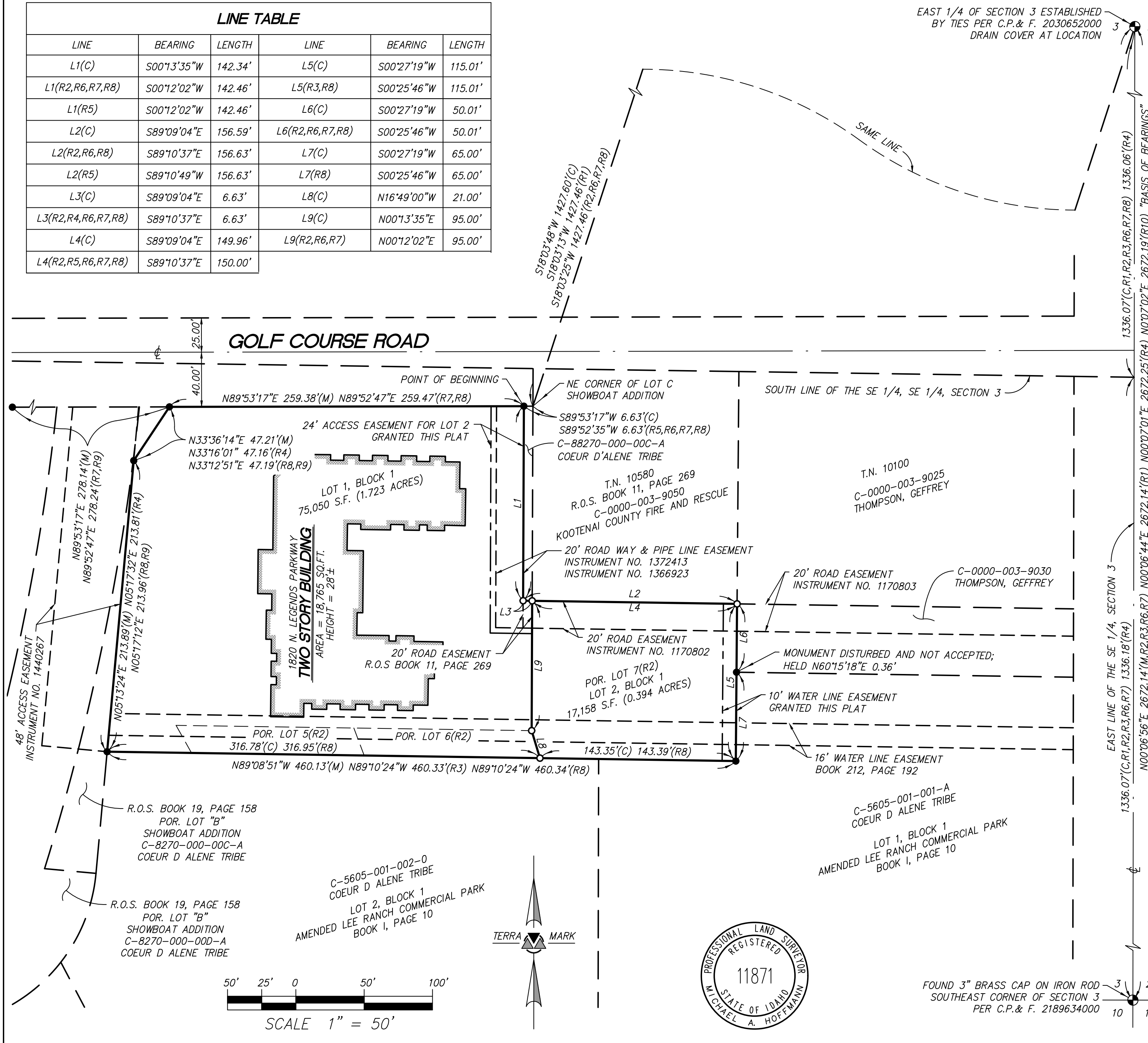
City Council approval of the final plat document

LEGENDS PARK

BEING A PART OF THE SE 1/4 OF SECTION 3, TOWNSHIP 50N, RANGE 4W, BOISE MERIDIAN
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO
FORMERLY THAT LOT SHOWN ON RECORD OF SURVEY BOOK 19, PAGE 153

LINE TABLE					
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1(C)	S00°13'35"W	142.34'	L5(C)	S00°27'19"W	115.01'
L1(R2,R6,R7,R8)	S00°12'02"W	142.46'	L5(R3,R8)	S00°25'46"W	115.01'
L1(R5)	S00°12'02"W	142.46'	L6(C)	S00°27'19"W	50.01'
L2(C)	S89°09'04"E	156.59'	L6(R2,R6,R7,R8)	S00°25'46"W	50.01'
L2(R2,R6,R8)	S89°10'37"E	156.63'	L7(C)	S00°27'19"W	65.00'
L2(R5)	S89°10'49"W	156.63'	L7(R8)	S00°25'46"W	65.00'
L3(C)	S89°09'04"E	6.63'	L8(C)	N16°49'00"W	21.00'
L3(R2,R4,R6,R7,R8)	S89°10'37"E	6.63'	L9(C)	N00°13'35"E	95.00'
L4(C)	S89°09'04"E	149.96'	L9(R2,R6,R7)	N00°12'02"E	95.00'
L4(R2,R5,R6,R7,R8)	S89°10'37"E	150.00'			

EAST 1/4 OF SECTION 3 ESTABLISHED
BY TIES PER C.P. & F. 2030652000
DRAIN COVER AT LOCATION



NOTES

1. THE CURRENT DEED OF THE PROPERTY IS INSTRUMENT NO. 1440266, FILED IN THE OFFICE OF THE KOOTENAI COUNTY RECORDER.
2. EASEMENTS ARE SHOWN HEREON BASED ON A TITLE COMMITMENT PREPARED BY CHICAGO TITLE INSURANCE COMPANY AS COMMITMENT NO. 403394, WITH A COMMITMENT DATE OF JUNE 1, 2018.
3. THE PROPERTY IS ZONED C-17 (COMMERCIAL-17 UNITS PER GROSS ACRE) WITHIN THE CITY OF COEUR D'ALENE.

LEGEND

- ⊕ GOVERNMENT CORNERS AS NOTED
- FOUND 5/8" IRON ROD WITH PLASTIC CAP MARKED "PLS 5289", HELD AS NOTED
- SET 5/8"x24" IRON ROD WITH PLASTIC CAP MARKED P.L.S. "11871"
- CENTER LINE
- EASEMENT LINE PER RECORDED DOCUMENTS AS NOTED HEREON.
- - - - - EASEMENT LINE AS GRANTED PER THIS PLAT.
- PARCEL LINE
- BOUNDARY LINE
- OLD LOT LINE

EASEMENT NOTES

1. THE PROPERTY IS SUBJECT TO DEDICATIONS, CONDITIONS, NOTES AND PROVISIONS CONTAINED ON THE PLAT OF SHOWBOAT ADDITION, RECORDED IN BOOK F OF PLATS AT PAGE 238.
2. THE PROPERTY IS SUBJECT TO DEDICATIONS, CONDITIONS, NOTES AND PROVISIONS CONTAINED ON THE PLAT OF LEE RANCH COMMERCIAL PARK, RECORDED IN BOOK G OF PLATS AT PAGE 220.
3. THE PROPERTY IS SUBJECT TO AN EASEMENT FOR ELECTRICAL LINE DISTRIBUTION PURPOSES RECORDED IN BOOK 135 OF DEED AT PAGE 83, WHICH HAS NO SPECIFIED EASEMENT LOCATION.
4. THE PROPERTY IS SUBJECT TO AN EASEMENT FOR GAS PIPE LINE PURPOSES RECORDED IN BOOK 240 OF DEEDS AT PAGE 131, WHICH HAS NO SPECIFIED EASEMENT LOCATION.

REFERENCES

- R1 PLAT OF SHOWBOAT ADDITION, BOOK F, PAGE 238
- R2 PLAT OF LEE RANCH COMMERCIAL PARK, BOOK G, PAGE 220
- R3 PLAT OF AMENDED LEE RANCH COMMERCIAL PARK, BOOK I, PAGE 10
- R4 PLAT OF TRAILS ENDS CONDOMINIUMS, BOOK K, PAGE 210
- R5 RECORD OF SURVEY BOOK 11, PAGE 269
- R6 RECORD OF SURVEY BOOK 16, PAGE 59
- R7 RECORD OF SURVEY BOOK 18, PAGE 100
- R8 RECORD OF SURVEY BOOK 19, PAGE 153
- R9 RECORD OF SURVEY BOOK 19, PAGE 158
- R10 RECORD OF SURVEY BOOK 20, PAGE 479

BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED ON THE CENTER LINE OF RAMSEY ROAD, ALSO BEING THE EASTERLY LINE OF THE SE 1/4, SECTION 3, AS SHOWN ON THE PLAT OF AMENDED LEE RANCH COMMERCIAL PARK, FILED AS BOOK I, PAGE 10 IN THE OFFICE OF THE KOOTENAI COUNTY RECORDER, STATE OF IDAHO, BEING NORTH 00°06'56" EAST.

TERRAMARK

8196 SW HALL BOULEVARD, SUITE #201
BEAVERTON, OR 97008; PH: 503/860-2255

DATE: 2/27/2019	DRAWN BY: K.L.M.	CHECKED BY: M.A.H.
SCALE: 1" = 50'	JOB NO: 20193814	SHEET: 1 OF 2



FOUND 3" BRASS CAP ON IRON ROD
SOUTHEAST CORNER OF SECTION 3
PER C.P. & F. 2189634000

LEGENDS PARK

BEING A PART OF THE SE 1/4 OF SECTION 3, TOWNSHIP 50N, RANGE 4W, BOISE MERIDIAN
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO
FORMERLY THAT PARCEL SHOWN ON RECORD OF SURVEY BOOK 19, PAGE 153

OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS THAT LEGENDS PARK, LLC, AN OREGON LIMITED LIABILITY COMPANY, IS THE RECORD OWNERS OF THE LAND DESCRIBED IN THIS CERTIFICATION, AND HAS CAUSED THE SAME TO BE SURVEYED AND DIVIDED INTO LOTS AS HEREIN PLATTED TO BE KNOWN AS LEGENDS PARK, LYING WITHIN THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, COUNTY OF KOOTENAI, STATE OF IDAHO, BEING THAT PORTION OF LOT C, SHOWBOAT ADDITION, AS SHOWN ON THE PLAT RECORDED IN BOOK F OF PLATS AT PAGE 238, IN THE OFFICE OF THE RECORDER OF SAID COUNTY, AND THOSE PORTIONS OF LOTS 5, 6, AND 7, BLOCK 1, LEE RANCH COMMERCIAL PARK, AS SHOWN ON THE PLAT RECORDED IN BOOK G OF PLATS AT PAGE 220, IN THE OFFICE OF THE RECORDER OF SAID COUNTY, ALTOGETHER BEING THAT PARCEL SHOWN ON THE RECORD OF SURVEY RECORDED IN BOOK 19 OF SURVEYS AT PAGE 153, IN THE OFFICE OF THE RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID PARCEL IN RECORD OF SURVEY, BOOK 19 AT PAGE 153; THENCE ALONG THE PERIMETER OF SAID PARCEL THE FOLLOWING SEVEN (7) COURSES; 1) SOUTH 00°13'35" WEST, 142.34 FEET; 2) SOUTH 89°09'04" EAST, 156.59 FEET; 3) SOUTH 00°27'19" WEST, 115.01 FEET; 4) NORTH 89°08'51" WEST, 460.13 FEET; 5) NORTH 05°13'24" EAST, 213.89 FEET; 6) NORTH 33°36'14" EAST, 47.21 FEET; 7) NORTH 89°53'17" EAST, 259.38 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINS 92,254 SQUARE FEET OR 2.118 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY, COVENANTS, CONDITIONS, RESTRICTIONS AND AGREEMENTS OF RECORD OR APPEARING HEREON.

THE OWNER FURTHER CERTIFIES:
SEWER SERVICE IS PROVIDED BY THE CITY OF COEUR D'ALENE
WATER SERVICE IS PROVIDED BY THE CITY OF COEUR D'ALENE
THE OWNER HEREBY GRANTS A 24' ACCESS EASEMENT ACROSS LOT 1 IN FAVOR OF LOT 2 AS SHOWN ON SHEET 1.
THE OWNER HEREBY GRANTS A 10' WATER EASEMENT TO THE CITY OF COEUR D'ALENE.

NAME: GREGORY J. VISLOCK POSITION: EXECUTIVE VP, FINANCE OF LEGENDS

ACKNOWLEDGEMENT

STATE OF IDAHO,

COUNTY OF KOOTENAI

ON THIS _____ DAY OF _____, IN THE YEAR OF 2019, BEFORE ME _____, A NOTARY PUBLIC PERSONALLY APPEARED GREGORY J. VISLOCK, KNOWN OR IDENTIFIED TO ME TO BE BE THE MANAGER OR MEMBER OF THE LIMITED LIABILITY COMPANY THAT EXECUTED THIS INSTRUMENT OR THE PERSON WHO EXECUTED THIS INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

NOTARY PUBLIC

RESIDING AT: _____

MY COMMISSION EXPIRES ON: _____

CITY COUNCIL APPROVAL

THE PLAT IS HEREBY ACCEPTED AND APPROVED BY CITY COUNCIL OF COEUR D'ALENE IDAHO THIS _____ DAY OF _____, 2019.

COEUR D'ALENE CITY CLERK

CITY ENGINEERS CERFICATE

I HEREBY ATTEST THAT THE CITY OF OF COEUR D'ALENE'S REQUIEMENTS FOR PUBLIC UTILITIES AND ROADWAYS HAVE BEEN MET.

DATED THIS _____ DAY OF _____, 2019.

CITY ENGINEER

COUNTY RECORDER'S CERTIFICATE

THIS PLAT HAS BEEN FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO, AT THE REQUEST OF LEGENDS PARK LLC, AN OREGON LIMITED LIABILITY COMPANY DATED THIS _____ DAY OF _____, 2019, AT _____ .M., AND WAS DULY RECORDED IN PLAT BOOK _____, PAGES _____, INSTRUMENT NO. _____, FEE: _____

KOOTENAI COUNTY RECORDER

COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES DUE FOR THE PROPERTY DESCRIBED IN THE OWNERS CERTIFICATE AND DEDICATION HAVE PAID THROUGH

DATED THIS _____ DAY OF _____, 2019.

KOOTENAI COUNTY TREASURER

PANHANDLE HEALTH DISTRICT

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED. SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

HEALTH DISTRICT SIGNATURE: _____ DATE: _____

COUNTY SURVEYOR'S CERTIFICATE

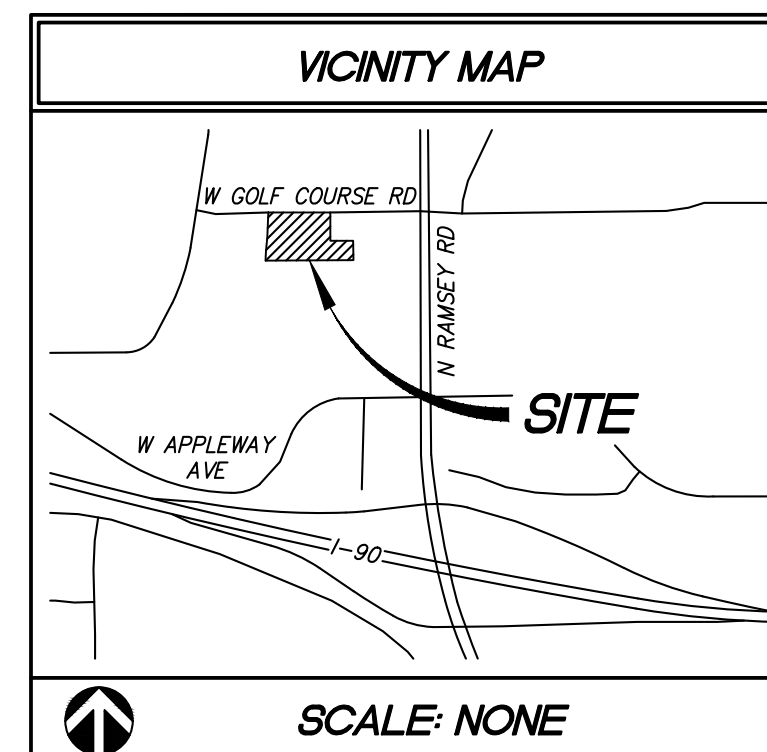
I HAVE EXAMINED AND CHECKED THIS PLAT, AND THE COMPUTATIONS OF SAID PLAT, AND HAVE DETERMINED THAT THE REQUIREMENTS OF THE IDAHO STATE CODE PERTAINING TO PLATS AND SURVEYS HAVE BEEN MET AND SATISFIED.
DATED THIS _____ DAY OF _____, 2019.


KOOTENAI COUNTY SURVEYOR

SURVEYOR'S CERTIFICATE

I, MICHAEL A. HOFFMANN, P.L.S. NO. 11871, STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED ON THIS PLAT WAS PERFORMED BY ME OR UNDER MY SUPERVISION IN ACCORDANCE WITH THE LAWS OF IDAHO, IN JANUARY, 2019, AT THE REQUEST OF LEGENDS PARK, LLC.

MICHAEL A. HOFFMANN, P.L.S. 11871 (IDAHO)
EXP: OCTOBER 31, 2019
MIKEH@TERRAMARKINC.COM





TERRAMARK

8196 SW HALL BOULEVARD, SUITE #201
BEAVERTON, OR 97008; PH: 503/860-2255

DATE: 2/27/2019	DRAWN BY: K.L.M.	CHECKED BY: M.A.H.
SCALE : 1" = 50'	JOB NO: 20193814	SHEET: 2 OF 2

RESOLUTION NO. 19-024

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH GLACIER 5050 KATHLEEN, LLC, FOR A FUTURE DRIVEWAY APPROACH, AND ACCEPTANCE OF THE BID OF AND AUTHORIZING AN AGREEMENT WITH ROAD PRODUCTS, INC., FOR THE 2019 CHIP SEAL PROJECT.

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

- A) Memorandum of Understanding with Glacier 505 Kathleen, LLC for Future Driveway Approach; and
- B) Acceptance of bid and approval of a contract with Rock Products, Inc. for the 2019 Chip Seal project;

AND

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into contracts and agreement, and take the other action for the subject matter, as set forth in substantially the form attached hereto as Exhibits "A" and "B" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said contracts and agreement, 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 contracts and agreements, or other documents as may be required on behalf of the City.

DATED this 2nd day of July, 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 _____.

PUBLIC WORKS STAFF REPORT

DATE: June 18, 2019
FROM: Chris Bosley – City Engineer
SUBJECT: Memorandum of Understanding with Glacier 505 Kathleen, LLC for future driveway approach

DECISION POINT:

Staff is requesting approval of a memorandum of understanding with Glacier 505 Kathleen, LLC for removal and replacement of a driveway approach.

HISTORY:

The City Streets & Engineering Department recently made ADA improvements to the sidewalks on Kathleen Avenue between Ramsey Road and US-95. Driveway approaches that were thought to be included in ITD's US-95 improvements were left to be replaced with that project. City staff recently determined that the easternmost driveway approach to 505 Kathleen Ave was not included in the ITD project (see image below). Due to its proximity to the US-95 intersection, it was determined that this approach should be eliminated. A second approach exists approximately 300 feet west of this approach. The Streets & Engineering Department would like to remove the existing approach and replace it with sidewalk, meeting ADA requirements and eliminating a potential conflict point. The property owners agreed that the approach should be eliminated, but wanted to ensure that a second approach onto Kathleen Ave would be permitted upon redevelopment of the property. The Streets & Engineering Department believes that more ideal locations exist for a second driveway approach and that the final location can be determined during redevelopment.



FINANCIAL ANALYSIS:

The City's financial contribution toward this agreement is minor and has already been included in the yearly budget for sidewalk replacement.

PERFORMANCE ANALYSIS:

Approval of this agreement will allow the Streets & Engineering Department to remove the existing approach and replace with sidewalk, bringing Kathleen Ave into compliance with ADA.

DECISION POINT/RECOMMENDATION:

Staff recommends that Council approve the MOU with Glacier 505 Kathleen, LLC for removal and replacement of the driveway approach.

MEMORANDUM OF UNDERSTANDING

Between

GLACIER 505 KATHLEEN, LLC and THE CITY OF COEUR D'ALENE

This MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is hereby entered into by and between GLACIER 505 KATHLEEN, LLC (hereinafter "Owner"), an Idaho limited liability company, whose mailing address is _____ and the CITY OF COEUR D ALENE (hereinafter "City"), a political subdivision of the State of Idaho.

I. PURPOSE - The purpose of this MOU is to provide assurance to the Owner that two (2) approaches will be permitted with future redevelopment of 505 W. Kathleen Ave in Coeur d'Alene, Idaho. The easternmost driveway approach is set in an undesirable location. As part of the City's sidewalk hazard abatement program, the City would like to remove this approach and replace it with sidewalk, thus reducing the existing access to a single approach. The Owner would like to install a second full-access approach upon redevelopment of the property.

II. RESPONSIBILITIES –

a. The Owner shall:

- i. Allow the City to remove the easternmost approach to 505 W. Kathleen Ave and replace with 8-foot concrete sidewalk.
- ii. Coordinate with the current tenant on the replacement.
- iii. Provide an approach design to the City upon redevelopment that meets the City's then-current criteria for approach type, spacing, and location.

b. The City shall:

- i. Remove the existing easternmost approach to 505 W. Kathleen Ave and replace with 8-foot concrete sidewalk.
- ii. Grant approval to the Owner for installation of a second full-access approach onto Kathleen Ave. The design must meet the City's then-current criteria for full access approach type, spacing, and location.

III. TERM AND TERMINATION –

- a. This MOU will become effective on the date of the last signature below, and shall remain in effect for five (5) years thereafter, unless previously terminated by both parties.

- b. If this MOU has not been terminated prior to the end of the initial term, it may be renewed by written mutual agreement of the parties on such terms and for such period as the parties may deem appropriate.
- c. This MOU may be terminated by mutual written agreement, signed and dated by both parties.

IV. GENERAL PROVISIONS – The parties agree that:

- a. If circumstances change, operational difficulties arise or misunderstandings develop, the parties will meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring a claim, initiate other legal action or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement.
- b. Amendments to this MOU may be made only by mutual written agreement, signed and dated by both parties.
- c. Each party is liable for any and all claims, damages or suits arising from the acts, omissions or negligence of its officers, agents and employees.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the last date written below.

DATED this _____ day of July, 2019.

GLACIER 505 KATHLEEN, LLC

Owner

DATED this 2nd day of July, 2019.

CITY OF COEUR D’ALENE

ATTEST:

Steve Widmyer, Mayor

Renata McLeod, City Clerk

PUBLIC WORKS COMMITTEE STAFF REPORT

DATE: July 1, 2019
FROM: Tim Martin, Streets & Engineering Director
SUBJECT: Approval of Low Bidder for the 2019 Chip Seal Project

DECISION POINT

Staff is requesting the City Council to approve Road Products, Inc. as the low bidder for the 2019 Chip Seal Project.

HISTORY

The City of Coeur d'Alene received two responsive bids:

Road Products Incorporated (RPI)	\$ 951,353.07
Poe Asphalt Paving, Inc.	\$ 977,603.32

FINANCIAL ANALYSIS

The approved budget amount for the 2019 Chip seal/ Overlay projects is \$750,000.00
The City of Coeur d'Alene's portion is \$560,070.39.

PERFORMANCE ANALYSIS

The City of Coeur d' Alene has a cooperative agreement with the City of Dalton and the City of Hayden for the contract management of the chip seal project. The City of Coeur d Alene is the lead agency. The price breakdowns for each city are in the table below.

Agency	Base Bid + Add Alt 1
Coeur d'Alene	\$ 560,070.39
Hayden	\$ 285,711.29
Dalton Gardens	\$105,571.39
TOTAL	\$ 951,353.07

RECOMMENDATION

Staff recommends the approval and award of the contract for the 2019 Chip Seal Project to Road Products, Inc.

CONTRACT
For
CITIES OF COEUR D'ALENE, HAYDEN, AND DALTON GARDENS
2019 CHIP SEAL PROJECT

THIS CONTRACT, made and entered into this _ day of July, 2019, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as the "**CITY**", and **ROAD PRODUCTS, INC.**, a corporation duly organized and existing under and by virtue of the laws of the state of Washington, with its principal place of business at 12301 E. Empire Ave., Spokane Valley, WA 99216-1231, hereinafter referred to as "**CONTRACTOR**,"

WITNESSETH:

WHEREAS, the **CONTRACTOR** has been awarded the contract for the 2019 Chip Seal Project by the **CITY** according to contract documents on file in the office of the City Clerk of the **CITY**, which contract documents are incorporated herein by reference; and

WHEREAS, this contract is specifically contingent upon the approval by the city councils of **Hayden** and **Dalton Gardens** of the award of the 2019 Chip Seal Project to the **CONTRACTOR** pursuant to the terms and conditions of the contract documents. If either the city council of **Hayden** or the city council of **Dalton Gardens** fails to approve the award, the contract may, at the sole option of the **CITY**, be withdrawn.

THEREFORE,

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

The **CONTRACTOR** shall furnish and install barriers and warning lights to prevent accidents. The **CONTRACTOR** shall indemnify, defend and hold the **CITY**, and the cities of **Hayden and Dalton Gardens**, harmless from all claims arising from the **CONTRACTOR**'s actions or omissions in performance of this contract, and to that end shall maintain liability insurance naming the **CITY, Hayden, and Dalton Gardens** as insureds in the amount of One Million Dollars (\$1,000,000) for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the insurance shall comply with at least the minimum requirements of Title 6, Chapter 9, Idaho Code. A certificate of insurance providing at least thirty (30) days'

written notice to the **CITY** prior to cancellation of the policy shall be filed in the office of the City Clerk.

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

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

The **CONTRACTOR** agrees to receive and accept as full compensation for furnishing all materials, and doing all the work contemplated and embraced in the contract, an amount equal to the sum of the total for the items of work. The total for each item of work shall be calculated by determining the actual quantity of each item of work and multiplying that actual quantity by the unit price bid by the **CONTRACTOR** for that item of work. The total amount of the contract shall not exceed Nine Hundred Fifty One Thousand Three Hundred Fifty-three and 07/100 Dollars (\$951,353.07).

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

The number of working days allowed for completion of the Contract work shall be 20 working days. Days where the only work is traffic control, sweeping, or covering utilities do not count toward working days. The contract time shall commence no later than 10 days after the date of the Notice to Proceed issued by the **CITY**.

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

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

Further, the **CONTRACTOR**, in consideration of securing the business of construction of the works to be constructed under this contract, and recognizing the business in which he is engaged is of a transitory character and that, in the pursuit thereof, his property used therein may be outside the state of Idaho when taxes, excises, or license fees to which he is liable become payable, agrees:

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

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

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

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

The term “**CONTRACT DOCUMENTS**” means and includes the following:

- A) Advertisement For Bids

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

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

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

CITY OF COEUR D'ALENE

**CONTRACTOR:
ROAD PRODUCTS, INC.**

Steve Widmyer, Mayor

Denise M. Lawless, President

ATTEST:

Renata McLeod, City Clerk

Attachment 1

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

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

1. Compliance with Regulations

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

2. Non-discrimination

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

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

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

4. Information and Reports

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

5. Sanctions for Non-compliance

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

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

Incorporation of Provisions

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

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

OTHER BUSINESS

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: July 2, 2019
FROM: Kyle Marine, Water Assistant Superintendent
SUBJECT: Huetter Well bid acceptance and award.

DECISION POINT: Staff is requesting Council approval of the lowest responsive bid and award to O'Keefe Drilling Company, Inc

HISTORY: As part of the 2012 Water Department Comprehensive Plan Update to keep up with the city's growth, Water Department staff are working on the installation of a new well in the northwest portion of the city. A test well was completed in FY 2018 to check the water quality and ground conditions. All test results came back excellent and staff is proceeding with the drilling of a larger production well this fiscal year with the intent to have it online by the summer of 2021. This well is necessary to keep up with growing water demands and DEQ production requirements. The Project will include the drilling of a 24" production well by Dual Rotary method with a target depth of 363 feet. The new well is intended to produce 4000 to 5000 GPM.

FINANCIAL ANALYSIS: The lowest responsive bid received was from O'Keefe Drilling Company, Inc for a total of \$317,160.00. This also was the only bid received. This is a budgeted line item for FY 2019 and was set at \$500,000

PERFORMANCE ANALYSIS: Currently the city has a maximum pumping capacity of 44MGD and we are consistently using an average of 38MGD during our peak irrigation season, with peak day demands in excess of 40 MGD. The remote location of the well site will require the installation of a long transmission main to get the water capacity to the General Zone. With the planned new well and transmission main, the recently adopted conservation rate structure, and other planned conservation efforts, staff is confident that delaying the actual startup until FY 2021 will not be a significant problem.

DECISION POINT/RECOMMENDATION: Staff requests that City Council approve the lowest responsive bid and award the contract in the amount of \$317,160 for the drilling of the Huetter well to O'Keefe Drilling Company, INC.

RESOLUTION NO. 19-025

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AN AGREEMENT WITH O'KEEFE DRILLING COMPANY, INC., FOR THE NEW HUETTER WELL PROJECT.

WHEREAS, the Public Works Committee of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a contract with O'Keefe Drilling Company, Inc., for the New Huetter Well Project, pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into contract with O'Keefe Drilling Company, Inc., for the New Huetter Well Project, in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 2nd day of July, 2019.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER ENGLISH Voted _____

_____ was absent. Motion _____.

**AGREEMENT FOR DRILLING OF
THE HUETTER WELL FOR
THE CITY OF COEUR D'ALENE WATER DEPARTMENT**

THIS AGREEMENT is made and entered into this 2nd day of July, 2019, between the CITY OF COEUR D'ALENE, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as "CITY", and O'KEEFE DRILLING COMPANY, INC., a corporation duly organized and existing under and by virtue of the laws of the state of Montana, with its principal place of business at 2000 Four Mile Vue Rd., Butte, Montana, hereinafter referred to as the "CONTRACTOR."

WHEREAS, the CONTRACTOR was the sole responsive bidder and has been awarded the contract for drilling the new Huetter well for the CITY Water Department, according to the plans and specifications on file in the office of the City Clerk of the CITY,

IT IS HEREBY AGREED:

For and in consideration of the covenants and agreements to be made and performed by the CITY, as hereinafter set forth, the CONTRACTOR shall perform all of the work as set forth in the said plans and specifications described above, in said City, furnishing all labor and materials therefore according to said plans and specifications and under the penalties expressed in the performance bond bearing even date herewith, and which bond with said plans and specifications are hereby declared and accepted as parts of this Agreement. All material shall be of the high standard required by the said plans and specifications and approved by the Water Superintendent, and all labor performed shall be of first class workmanship.

The CONTRACTOR shall employ appropriate means to prevent accidents and defend the CITY from all claims for injury to person or property resulting from the CONTRACTOR's actions or omissions in performance of this Agreement and, to that end, shall maintain insurance of the type and in the amount specified in the Contract Documents, it being the intention that such insurance shall comply with Idaho Code § 6-924. A Certificates of Insurance providing at least thirty (30) days' written notice to the City prior to cancellation of the policy shall be filed in the office of the City Clerk.

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

The CITY shall pay to the CONTRACTOR for the work, services and materials herein provided to be done and furnished by it, the sum of Three Hundred Seventeen Thousand One Hundred Sixty and No/100 Dollars (\$317,160.00), as hereinafter provided. Monthly progress payments must be submitted by the 10th of the month for work done in the previous calendar month. Partial payment shall be made by the end of each calendar month 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, provided that the contractor has obtained from the Idaho State Tax Commission and submitted to the City a release of liability for taxes (Form 10 248 79).

The CONTRACTOR shall complete all work and be ready for final acceptance within seventy (70) calendar days of the commencement date given in the Notice to Proceed issued by the CITY. The CONTRACTOR shall complete all work necessary as set forth in the said plans and specifications described above within the above specified time frame.

The CITY and the CONTRACTOR recognize that time is of the essence and failure of the CONTRACTOR to complete the work within the time allowed shall result in damages being sustained by the CITY. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the CONTRACTOR shall fail to complete the work within the above time limit, the CONTRACTOR shall pay to the CITY or have withheld from moneys due, liquidated damages at the rate of Two Hundred Fifty and No/100 Dollars (\$250.00) per calendar day, which sums shall not be construed as a penalty.

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

1. To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, and municipal and quasi municipal corporations therein, accrued or accruing during the term of this Agreement, whether or not the same shall be payable at the end of such term.

2. That if the said taxes, excises and license fees are not payable at the end of said term but liability for said payment thereof exists, even though the same constitutes liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof.

3. That in the event of his default in the payment or securing of such taxes, excises and license fees, to consent that the department, officer, board or taxing unit entering into this Agreement may withhold from any payment due him thereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said contractor is liable.

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

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

The term "CONTRACT DOCUMENTS" is defined in Section 2 of the Contract Documents, entitled, "Standard General Conditions of the Construction Contract.

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

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

CITY OF COEUR D'ALENE

CONTRACTOR:

By _____
Steve Widmyer, Mayor

By _____
Dan O'Keefe, President

ATTEST:

ATTEST:

Renata McLeod, City Clerk

Secretary