



# Coeur d'Alene CITY COUNCIL MEETING

*March 19, 2024*

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**MEMBERS OF THE CITY COUNCIL:**

**Jim Hammond, Mayor**

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

**WELCOME**  
To a Regular Meeting of the  
**Coeur d'Alene City Council**  
Held in the Library Community Room at **6:00 P.M.**  
**AGENDA**

**VISION STATEMENT**

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

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

**March 19, 2024**

**A. CALL TO ORDER/ROLL CALL**

**B. INVOCATION:** Michael Maksimowicz with Ignite the World Ministries

**C. PLEDGE OF ALLEGIANCE**

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

**E. PRESENTATIONS:**

1. Proclamation – April 2-8, 2024 as International Dark-sky Week

**Accepted by: James Fillmore, DarkSky Delegate**

2. Proclamation – April 6-12, 2024 as the Week of the Young Child

**Accepted by: Tonya Sears, Idaho Association for the Education of Young Children  
Board Chair and Denise Ohrt, Northern Chapter Representative**

3. Fire Department Operations Update

**Presented by: Fire Chief Grief; Deputy Chief Jef Sells; and EMS Officer Steven Jones**

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

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

**G. ANNOUNCEMENTS**

1. City Council
2. Mayor

**H. 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 March 5, 2024 Council Meeting.
2. Setting of General Services/Public Works Committee Meeting for Monday, March 25, 2024, at 12:00 noon.
3. Approval of Bills as Submitted
4. Approval of Financial Report
5. Setting of a public hearing for April 16, 2024 for an Appeal by Joan Woodard of DR-1-24 AA; CDA Hotel, LLC (Mariott Hotel) located at 602 & 612 E. Sherman Ave.

**As recommended by the City Clerk**

6. **Resolution No., 24-018** –
  - a. Approval to surplus Police Department vehicles surplus and sell at auction; one 2012 Chevrolet Impala, one 2013 Chevrolet Impala and one 2013 Ford Taurus Interceptor
  - b. Approval to surplus of vehicles and various pieces of used equipment from the Streets and Engineering department and authorize the surplus items to be sold through auction.

**As recommended by the City Engineer**

**I. OTHER BUSINESS:**

1. **Resolution No. 24-019** - Approval of a Memorandum of Understanding with the Idaho Transportation Department for Government Way strategic initiatives funding and supplement to the Professional Services Agreement with Welch Comer.

**Staff Report by: Chris Bosley, City Engineer**

2. **Resolution No. 24-020** - Acceptance of the IDEQ Planning and Sewer Overflow and Stormwater (OSG) Grant subaward in the amount of \$31,005.00.

**Staff Report by: Chris Bosley, City Engineer**

3. **Resolution No. 24-021** – Bid award and Approval of a Contract to Terra Underground, LLC. for construction of the Independence Point Stormwater Project.

**Staff Report by: Chris Bosley, City Engineer**

## **J. ADJOURNMENT**

**This meeting is aired live on CDA TV Spectrum Cable Channel 1301, TDS Channel 5, and on Facebook live through the City's Facebook page.**



# PRESENTATIONS



PROCLAMATION

WHEREAS, the aesthetic beauty and wonder of a natural night sky is a public resource and a shared heritage of all humankind; and the experience of standing beneath a starry night sky inspires feelings of wonder and awe, and encourages a growing interest in science and nature, especially among young people and out-of-area visitors within the local communities; and

WHEREAS, light pollution has specifically established economic and environmental consequences, which result in significant impacts on the ecology and human health of all communities; and

WHEREAS, recent data shows that North America on average has a 10.4percent increase in light pollution annually over the last 10 years, which means more people will live with excessive artificial lighting at night that disrupts natural darkness and may never experience the visual wonder of living under a dark sky; and

WHEREAS, Idaho is home to dozens of nocturnal wildlife species that rely on undisturbed night environments to hunt, mate, and thrive; and

WHEREAS, Darksy International, headquartered in Tuscon, Arizona has created International Dark-Sky Week to raise awareness of light pollution, and to encourage the protection of and enjoyment of dark skies and responsible outdoor lighting

NOW, THEREFORE, I James Hammond, Mayor of the City of Coeur d'Alene, Idaho, do hereby proclaim the week of April 2<sup>nd</sup> through April 8<sup>th</sup>, 2024 as

**"INTERNATIONAL DARK-SKY WEEK"**

In Coeur d'Alene, Idaho, I ask each resident to join me, not only in observing and pondering upon this important week, but also in raising awareness and support for protecting our precious dark skies resources.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d'Alene to be affixed this March 19<sup>th</sup>, 2024.



\_\_\_\_\_  
James Hammond, Mayor

ATTEST:

\_\_\_\_\_  
Renata McLeod, City Clerk



PROCLAMATION

WHEREAS, the Idaho Association for the Education of Young Children are celebrating the Week of the Young Child, April 6th to April 12<sup>th</sup>, 2024; and

WHEREAS, we are working to promote and inspire high-quality early childhood experiences for our state's youngest citizens, that can provide a foundation of learning and success for children in Coeur d'Alene, Idaho; and

WHEREAS, teachers and others who work with or on the behalf of young children birth through age eight, who make a difference in the lives of children in Coeur d'Alene, Idaho deserve thanks and recognition; and

WHEREAS, public policies that support early learning for all young children are crucial to young children's futures and to the prosperity of our society; and

NOW, THEREFORE, I JAMES HAMMOND, Mayor of the City of Coeur d'Alene, Idaho, do hereby proclaim the week of April 6<sup>th</sup> through April 12<sup>th</sup>, 2024 as

**"WEEK OF THE YOUNG CHILD"**

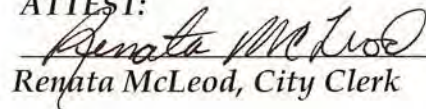
In Coeur d'Alene, Idaho and encourage all citizens to work to make a good investment in early childhood in Coeur d'Alene, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d'Alene to be affixed this March 19th, 2024.



  
James Hammond, Mayor

ATTEST:

  
Renata McLeod, City Clerk



## Operations Year in Review 2023

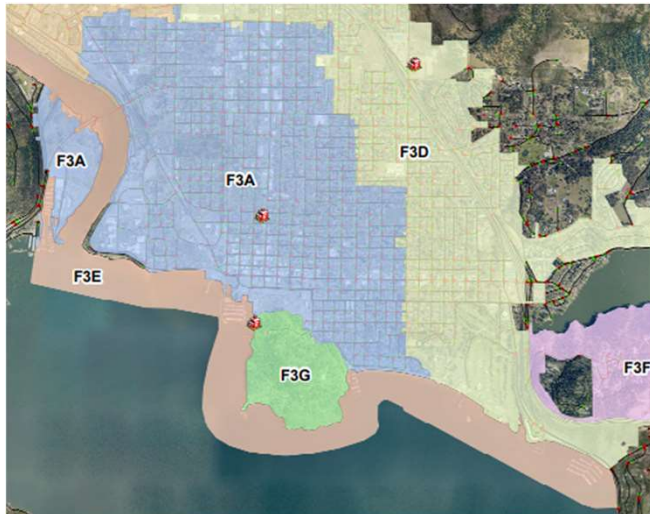


## 2023 Run Numbers

- CDAFD responded to 10022 Incidents in 2023 – Department Record
- 78% were EMS Incidents
  - Responded to 113 incidents reporting a cardiac arrest
- 22% were Fire Incidents
  - 8% of those were calls for assistance
    - 64% of those assistance calls were to help lift up a customer
  - 4% were Fire Alarms
  - 8% were “other fires” to include car fires, boat fires, wildland, etc.
  - 2% were Structure Fires
    - Responded to 171 incidents where a fire was reported inside a building
- CDAFD received aid 2.8% in 2023 and provided outside aid 2.6% of the time

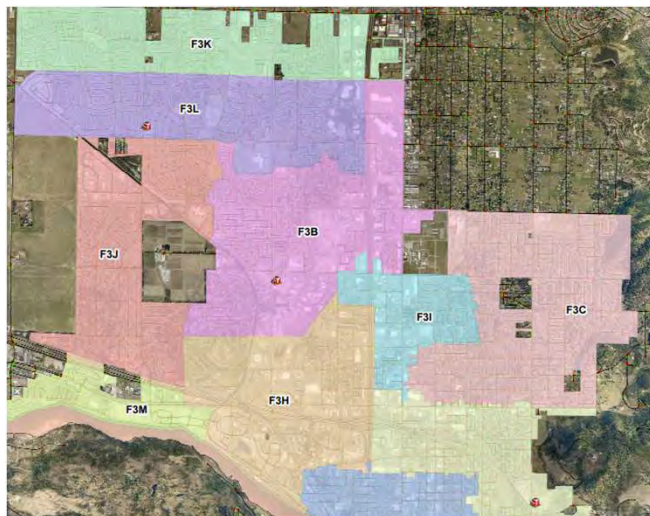
## Volume and Average Travel Time by Response District

- F3A – 1485 Incidents
  - 3 Min, 52 Sec
- F3D – 1151 Incidents
  - 3 Min, 27 Sec
- F3G (Tubbs Hill) – 8 Incidents\*
- F3F (Armstrong Park) – 10 Incidents
  - 7 Min, 1 Sec
- F3E (CDA Lake) – 5 Incidents\*



## Volume and Average Travel Time by Response District

- F3B – 848 Incidents
  - 3 Min, 33 Sec
- F3C – 888 Incidents
  - 4 Min, 38 Sec
- F3H (Hospital District) – 1682 Incidents
  - 3 Min, 58 Sec
- F3I – 650 Incidents
  - 4 Min
- F3J, K and L – 1518 Incidents
  - 3 Min 54 Sec (J)
  - 5 Min 7 Sec (K)
  - 4 Min 20 Sec (L)
- F3M (Atlas Corridor) – 73 Incidents
  - 6 Min 27 Sec



## Incidents by Company

- Battalion 3 – 541 Responses
- Engine 2 (Station 2) – 2541 Responses
  - EMS Chute – 43 Seconds
  - Fire Chute – 1 Min 13 Sec
  - Availability – 82.03%
- Engine 3 (Station 3) – 2158 Responses
  - EMS Chute – 54 Seconds
  - Fire Chute – 1 Min 6 Sec
  - Availability – 89.77%
- Engine 4 (Station 4) – 1360 Responses
  - EMS Chute – 45 Seconds
  - Fire Chute – 1 Min 24 Sec
  - Availability – 90.07%
- Ladder 1 (Station 1) – 1428 Responses
  - EMS Chute – 38 Seconds
  - Fire Chute – 1 Min 15 Seconds
  - Availability – 87.14%



## Structure Fires

- 171 Structure Fire Responses
  - Includes Mutual Aid given
- 15 were considered “working fires”
  - Inside the city limits
- 7 went to a second alarm
- 1 went to a third alarm
- Average Response Time to a reported structure fire was 5 min, 38 sec
  - Chute time plus travel
  - 1<sup>st</sup> arriving Engine/Ladder
- Average time for full first alarm was 10 min, 37 sec
  - Battalion Chief, 1 Ladder Truck, 2 Engine, 2 Ambulances (14 personnel)



## Ambulance Responses

- Evaluated the number of incidents from all our ambulances from March 1<sup>st</sup> through August 31, 2021 to 2023

	2021	2022	2023
Medic 31 (Station 1 – Foster Ave)	1829 (1596)(87%)	1737 (1485)(85%)	1677 (1410)(84%)
Medic 32 (Station 2 – Ramsey Rd)	2319 (2054)(88%)	2269 (1990)(88%)	2015 (1748)(86%)
Medic 34 (Station 4 – Atlas Rd)			623 (549)(88%)
Totals	4148 (3650)(88%)	4006 (3475)(87%)	4315 (3707)(86%)

- Medic 31 and 32 decreased EMS responses by 194 calls for service
- Efficiency in Ambulance responses

## Closing the Availability Gap

- When the number of incidents over that 6 month period (March 1<sup>st</sup> through August 31<sup>st</sup>) was greater than the number of incidents that were able to be handled by Medic 31 and Medic 32. These incidents needed to be handled by ambulances from other departments.

	2021	2022	2023
Total EMS Incidents for CDAFD	3947	3758	3750
Total EMS Incidents Handled by 31/32	3650	3475	3707 (w/M34)
EMS Incidents Handled by Outside Agency	297	283	43
% Gap in the Availability of a CDAFD Amb	8%	8%	1%

## How It Affects the System

- The addition of Medic 34 to the system has significantly reduced the number of incidents an ambulance from outside CDA is needed for a response in the city. These represent both EMS and Fire calls.

	2022	2023
Medic 11 (KCFR – Idaho St) Responses to CDA (No NETS)	84	40 (-52%)
Medic 13 (KCFR – 16 <sup>th</sup> St) Responses to CDA (No NETS)	170	81 (-52%)
Medic 51 (NLFD – Hayden Ave) Responses to CDA (No NETS)	308	170 (-45%)
<b>Medic 51 Transports (M34 Assumed the Hospice House NETS)</b>	<b>131</b>	<b>98 (-25%)</b>
Medic 52 (NLFD – Rathdrum) Responses to CDA (No NETS)	37	31 (-16%)
Totals w/o Transports	599	322 (-46%)

## Unit Hour Utilization/System Efficiency (Stress)

- Unit hour utilization calculation represents how many incidents occur, on average, for each hour of service. (UHU= Total Number of Incidents/Total Number of Hours)
- Industry standard calculation to help determine resource deployment and system design
- For Fire context, we strive to have a fire engine UHU around 0.10. This indicates that specific apparatus should be able to respond to 90% of the incidents in their primary response area. (NFPA 1710 Standard)
- With EMS we gage it on achieving an 8 minute response time



	2021	2022	2023
M31 UHU Jan-Mar (Before 34 went in service)			.389 (.319)
M32 UHU Jan-Mar (Before 34 went in service)			.511 (.439)
Medic 31 UHU (4416 Hours)(184 Days)	.414 (.361)	.393 (.336)	.380 (.319)
Medic 32 UHU (4416 Hours)(184 Days)	.525 (.465)	.513 (.450)	.456 (.395)
Medic 34 UHU (2544 Hours)(106 Days)			.245 (.213)
Average Response Time (Emergent Calls in the Ambulance Primary Area)	(1901 Incidents) 7:33	(1975 Incidents) 8:09	(2216 Incidents) 7:36

### Cardiac Arrest and CPR Stats 2023

- 113 responses to reported Cardiac Arrests
  - 60 of those calls for service were actual Cardiac Arrests
  - We were able to gain Return of Spontaneous Circulation (ROSC) 52% of the time
    - National average is 25%-30%
  - 25 of these 60 patients received Bystander CPR for an average of 41%
    - National average is 40.2%
- The CDAFD provided CPR training to over 190 citizens in the CDA area in 2023



## Emergent Stroke Transport program with Kootenai Health (37D/37E)

Patients having a large vessel occlusion that  
need emergent transport to Sacred Heart  
Medical Center in Spokane, WA

- 7 calls for service since implementation in  
December of 2023

Goals of the program:

- Emergent response to KH
- Turn around of less than 10 minutes in ER  
CDAFD average of 6.6 minutes
- Emergent transport to SHMC
- Better patient outcomes



## FY 2023

Total Billable EMS calls- 5026

YTD Gross charges- \$4,057,750

- 62% Medicare
- 13% Medicaid
- 21% Commercial Insurance
- 4% Self Pay

Medicare pays an average of 49.2%

Medicaid pays an average of 39.9%

**Total revenue contracted to CDAFD-**  
**\$2,097,923**



## Statistics Cont.

Your CDA Fire Department continues to strive for Clinical Excellence and leads the county in the following:

- Most EMS calls
- Fastest chute times (Time to respond)
- Shortest on scene times for all Time Sensitive Emergencies (TSE'S)

Stroke, Heart Attack, Trauma and Sepsis

- Shortest turn around times



# ANNOUNCEMENTS

# 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

March 5, 2024

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 on March 5, 2024, at 6:00 p.m., there being present the following members:

James Hammond, Mayor

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

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

**INVOCATION:** Stuart Bryan of Trinity Church led the Invocation.

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

**PRESENTATIONS:**

Chet Roshetko, Red Cross Board Member of Greater Inland Northwest Chapter of the American Red Cross, accepted the Proclamation declaring the month of March 2024 as Red Cross Month. He shared that the Red Cross provides the hospitals with blood and the most immediate need right now is for people to support their blood and platelet donation efforts.

Police Captain Jeff Walther presented on the Police Department's efforts to keep the city's parks and downtown corridor safe. He noted that in the past, they responded to a lot of law enforcement issues which are mostly alcohol related incidents such as: fights and property damage, vehicle noise, thefts, gang activity, and juvenile problems. He said that in 2023, the police deployed a downtown bar team composed of one Sergeant and four officers to patrol from Wednesday through Saturday, and they begin with holding proactive meetings with the bars and businesses. Building on the success of the bar team as they were able to curb a lot of the crime that they usually deal with, Captain Walther noted that for 2024, their mission is to have seven days a week of coverage from midday to evening with a nighttime bar team. He explained that the six all-weather e-bikes and related equipment are part of a Justice Assistance Grant the City received in the amount of \$31,770. He said that the City is the first in the country to use a federal grant for an e-bike program. He added that the use of e-bikes provides them with the opportunity to also interact with the community and the e-bikes team can also be deployed during special events. Councilmember English asked about the speed and safety of the e-bikes and if it will also cover the trails, to which

Captain Walther confirmed on the safety and speed as the fastest on the market which is about 30 miles per hour. He said that they will also respond to complaints about speeding on parks and trails. Councilmember Wood inquired about the level of accountability from the Police Department considering that this is a federal grant. Captain Walther explained that some of the data that they must keep track of includes: the effectiveness on community outreach and effect on the crime rate in the downtown area. Councilmember McEvers asked for clarification about the nighttime bar teams, to which Captain Walther replied that the nighttime bar teams are on foot and oftentimes in vehicles depending on what they need to do. Councilmember Miller commended the initiative of the police to increase visibility and she looks forward to an update report at the end of summer when they are done gathering data to see the effectiveness of the project.

### **PUBLIC COMMENTS:**

Sam Johnson, Post Falls, noted that he opposes Council Bill 24-1002 specifically sections 3 and 4 which, for him, seeks to criminalize car enthusiasts for owning a basic car part. He mentioned that the issue is not the car part but the conduct of the driver, and the existing code already prohibits the operation of any automobile that creates unnecessary noise that is excessive, disruptive, and annoying. He added that drivers, and often visitors, take great pleasure in revving their engine to get attention.

John Deus, Coeur d'Alene, noted that he represents 200 plus residents of Coeur d'Alene area, and they approve of the modifications to the Municipal Code regarding noise. However, he raised questions such as: how the Police Department will enforce this code on Sherman Avenue and Northwest Blvd. from 1<sup>st</sup> Street to Garden Ave. which is a 25mph zone; and inquired if real time noise detection and speed monitoring equipment will be installed at appropriate locations in Sherman Ave. and Northwest Blvd. He said that Bill Buley, with the Coeur d'Alene Press, wrote in the newspaper that the noise emanating from speeding traffic and loud engines on Northwest Blvd. between Lakeside Ave. and Government Way is outrageously loud, especially on weekends. He appealed for the Council to exert efforts to limit the noise throughout the city. He said that he can share with the Council the research he has done in Canada, France, and the US.

Bill Brizee, Hayden, noted that he wanted to correct what was mentioned in the Coeur d'Alene Press article where KMPO Director Glenn Miles was interviewed and stated that the traffic lights cannot be controlled without the traffic management center and there is no way that the state will lend the control to local authority. Mr. Brizee said that in a previous meeting last year, he asked the traffic engineer and was told that the lights on I-95 and Government Way can be controlled if there is a data point inside City Hall. He added that he also asked the same question during the ITD open house last year and was told the city can get control over I-95 and both directions of Government Way if there is an inter-government agency agreement.

Emily Boyd, Executive Director of the Downtown Association, spoke in support of the Council approval of the St Patricks' Day parade Memorandum of Understanding, and thanked those who participated in the strategic planning interviews. She added that the Steering Committee will meet again next week and probably have a full strategic plan by May and then eventually present to the Council in June. Ms. Boyd also shared information on the economic impact study done by the University of Idaho on three previously held events during the winter season which revealed: 95%

of the respondents came to downtown specifically for the events that the city is hosting; 60% made a retail purchase; and 69% participated in dining or eating activities. She also thanked the Police Department for their efforts to keep the downtown safe.

## **ANNOUNCEMENTS**

Councilmember Miller announced that the Historic Preservation Commission will be holding an open house on April 8 at 6:00 p.m. at the Community Library Room. She said that this is in line with the Garden District Neighborhood program which seeks to reach out to those who have interest in preserving downtown and getting the census drawn on what buildings to preserve. She also added that May is Historic Preservation Month, and they are preparing a presentation and that the Council may reach out to Planning Director Hilary Patterson if they have any questions. As part of the commemoration an open house at the Jewett House on May 1.

Councilmember Gookin noted the city has filed an opposition to House Bill 506, which would remove any local control over short term rentals. He said that it is not just about private property rights, or people who exploit their house to make a profit, but it's a constitutional issue because the city has policing authority which the legislature seems to want to restrain. He said that he hopes the bill stays in the Committee and he will provide updates to the Council. Councilmember Miller said that an opposition letter was sent from the city, and that the Association of Idaho Cities (AIC) has been collecting opposition letters and they will present as well as testify during the hearing.

Councilmember English noted that he attended the Executive Meeting on February 29, 2024, and he was able to confirm with Ms. Patterson that she will be meeting with the proponent of the Dark Sky initiative.

Mayor Hammond requested the appointment of Douglas Harro as Member of the Historic Preservation Commission.

**MOTION:** Motion by Miller, seconded by Wood to appoint Douglas Harro to the Historic Preservation Commission. **Motion carried.**

## **CONSENT CALENDAR:**

1. Approval of Council Minutes for the February 20, 2024 Council Meeting.
2. Setting of General Services/Public Works Committee Meeting for Monday, March 11, 2024, at 12:00 noon.
3. Approval of Bills as Submitted
4. Approval of Financial Report

**MOTION:** Motion by McEvers, seconded by Evans to approve the Consent Calendar as presented.

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



## **APPEAL BY ALPINE CONTRACTORS GROUP OF THE SELECTION COMMITTEE'S DECISION THAT IT FAILED TO MEET THE PREQUALIFICATION STANDARDS FOR THE WASTEWATER 2024 COLLECTION SYSTEM PROJECT**

**APPELLANT:** Mr. Michael Newell, owners' representative, introduced Mr. Tom LaRiviere, owner and CEO of LaRiviere Inc., as a respected contractor with 240 employees and made \$80M worth of public works contract last year. He said that they have done contracts in the City of Spokane and got caught up in a controversy there concerning prevailing wages which prompted the Labor and Industries to impose a large penalty and disbarred LaRiviere from doing public works contracts in the City of Spokane for a period of two years. To protect the employees, Mr. Newell recalled that they formed a new company named Alpine Contractors Group and sought a license in the State of Idaho as a public works contractor. He added that they put out a response to a request for qualifications in the City of Coeur d'Alene for one of its projects under the name of Alpine Contractors Group and submitted contracts on similar type projects that they have completed to substantiate their ability to perform. Mr. Newell said that the city responded that they don't possess the qualifications since they applied under the name of Alpine Contractors Group and therefore disqualified from the future bidding process. He stressed that they have complied with the requirements of the statute and that the Alpine Contractors Group has the ability to perform the contract. He claimed that the issue of their disbarment in the State of Washington is being used over in the State of Idaho.

**STAFF REPORT:** Wastewater Superintendent Mike Anderson noted that the City's Wastewater Department requested Statements of Qualification (SOQ) from licensed public works contractors for the 2024 Collection System Open Trench Work. The 2024 Open Trench Work is a replacement of the 6-inch line within the 19<sup>th</sup> and 20<sup>th</sup> Streets with an 8-inch line. The scope of the project will impact about 46 or so families, which is why the department wanted to use the prequalification process to ensure a contractor has met several pre-qualifications and has the experience to do the project. He added that the SOQ is composed of four parts: background information (name and type of organization); technical competence and experience; over-all performance history; and past project experience graded in terms of personnel, timeliness, compliance with standards, and claims history. Mr. Anderson said that the Alpine Contractors Group submitted an SOQ, however, the two projects listed for the required company experience were for Viking Homes and Spokane County. He added that when they contacted the owners of each project, both stated that the work was not performed by Alpine Contractors Group but instead, the work was performed by T. LaRiviere Construction, hence the lack of experience of Alpine was an automatic disqualifier. He added that they were unable to perform reference checks in Part 4 of the SOQ because there were no Alpine projects referenced and further checks revealed that neither the Idaho nor Washington State's website list a company named "Alpine Contractors Group" that is authorized to do business in Idaho. Mr. Anderson recommends, based on the lack of qualifying projects listed on Alpine's SOQ, which is an immediate disqualifier, that the Council sustain the decision that Alpine failed to meet the established prequalification standards.

**DISCUSSION:** Councilmember Evans requested clarification on the ownership of the mentioned companies, to which Mr. LaRiviere answered that he is the owner and acting manager of Alpine Contractors Group while he co-owns LaRiviere Construction with his father. He explained that

his father wants to retire and as part of the transition is to come up with a succession plan and turn LaRiviere Corporation into a family holding. He mentioned that Ronnie Sanders has been with him since 2005 and they wanted to start a partnership together. Councilmember Evans pointed out that in their application, the date of incorporation is January 26, 2011. City Attorney Randy Adams clarified that a company called Alpine Northwest LLC was incorporated in 2011 and Alpine Contractors Group is not a separate company but a DBA of Alphine Northwest LLC. He said that the DBA of Alpine Contractors Group was filed with the State of Idaho on February 14, 2024, which was five days after the application by Alpine Contractors Group for the Statement of Qualifications. He added that Alpine Northwest LLC has the public works contractor license while Alpine Contractors Group does not have it. Mr. Anderson explained that the disqualifier was the lack of references given for Alpine Contractors Group and they did not do a review of LaRiviere because it was the Alpine Contractors Group that submitted the application. He added that he is not even aware of the disbarment.

Councilmember Wood asked Mr. Newell if he has provided details regarding the disbarment in Washington in the packets that he distributed to the Council, to which Mr. Newell responded that he did not but explained that he was just trying to make note of the fact that, it looks like the city through JUB Engineering, is trying to make the qualification and experience based upon a disbarment. Mr. Adams clarified that it was an E-mail to him asking how to incorporate in future pre-qualifications to avoid a situation where an owner or a major shareholder, not just employees, create a new company to avoid the idea that their previous company may have been debarred. He clarified that Alpine was not the only one that was disqualified in the process, and that Alpine would not be disqualified if they were a straight bid project which most projects are. Councilmember Gookin asked Mr. Anderson about debarment and if it played a role in the decision-making process, to which Mr. Anderson answered that in layman's term, debarment is an agreement between any city and a company to not work for each other for a period of time, however he stressed that he was not aware of the debarment of LaRiviere and it was not mentioned in the application that Alpine Contractors Group was used to be LaRiviere. Mr. Adams explained that he had reviewed and approved the prequalification questions before the RFQ was published and they are consistent with Idaho law.

Mayor Hammond pointed out the irrelevance of the debarment as an issue, as the issue is that within the application for prequalification there was no work to check on from the Alpine Contractors Group as a company. Mr. Adams said that the requirement for prequalification is to list projects with a total combined minimum of 20,000 lineal feet of pipe and identify those projects to show that the company that is applying has the relevant experience. He added that the only two projects that were listed in their application were projects done by LaRiviera and not by Alpine Northwest LLC or Alpine Contractors Group. Mr. Adams stressed that what the city is looking at is the experience of the company that is going to be the contractor for the city, and not the individuals nor the employees. Additionally, Mr. Adams pointed out that Mr. LaRiviera is saying that he owns the companies, but in the submitted statement of qualifications on page 4, the executives that were listed were Ronald Sanders as CEO and Thomas LaRiviera as a shareholder.

Councilmember Wood inquired what will happen if the Council does not sustain the decision that Alpine Contractors Group failed to meet the prequalification standards, to which Mr. Adams explained that if the Council reverses the decision, then Alpine will be declared prequalified and

will be entitled to bid on the project and would be awarded the project if they are the lowest bidder. Mr. Adams pointed out that, to date, there are seven out of ten companies that are pre-qualified, and once the appeal of Alpine is completed the next step is to advertise and send out bid notices. He explained if the Council decided to remand the matter back to the selection committee for further proceedings, they can use additional information but it all boils down to the prequalification standards that have been already established. Councilmember McEvers asked about the adoption of the prequalification standards, to which Mr. Adams replied that prequalification is under state statute and has been around for many years where the department that is pre-qualifying contractors comes up with an appropriate criterion.

Councilmember Gookin said that this is a purely administrative issue, and the Council should only be dealing with policy. With respect to the debarment, he added that he feels uncomfortable that the city is subjugated to the rules of another state. He also mentioned that the change of name should not be a cause for disqualification. Mayor Hammond noted that when the selection committee were considering different contractors, they were not aware that the Alpine Contractors Group was subject to debarment in Washington because they were focused on the company name that was submitted which does not have any history to check, hence the point of decision of the Council has nothing to do with the debarment nor the rules in Washington State. Councilmember Wood noted that she will vote to support the integrity of the process.

**MOTION:** Motion by Miller, seconded by English, to sustain the decision that Alpine Contractors Group failed to meet the prequalification standards.

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

#### **RESOLUTION NO. 24-017**

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE COEUR D'ALENE DOWNTOWN ASSOCIATION FOR THE ST. PATRICK'S DAY PARADE TO BE HELD ON MARCH 16, 2024

**STAFF REPORT:** City Clerk Renata McLeod noted that at the July 19, 2022 Council meeting, the Council requested the staff begin looking at options of entering into agreements for some of the large events held in the city. She explained that the agreements would allow the city to negotiate with the sponsor to take on additional responsibilities such as providing volunteers to man non-emergency intersections, placement of no-parking signs, use of certified flaggers, and payment in addition to general fees. She said that last year, they presented agreements for all events, with the intent to create one master agreement that encompasses all the large parades, but they needed more time to finalize the master Memorandum of Understanding (MOU) that encompasses Car d' Lane, Street Fair, and the Lighting Parade. However, considering the timing of the St. Patrick's Day and being rated as a low impact event, Ms. McLeod recommends the approval of the proposed MOU with the Downtown Association for the St. Patrick's Parade on March 16, 2024 which will start at 8<sup>th</sup> Street and goes to Government Way.

**MOTION:** Motion by McEvers, seconded by Evans, to approve **Resolution No. 24-017** – Approval an agreement with the Coeur d’Alene Downtown Association, Inc. for the St. Patrick’s Day Parade.

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

### **COUNCIL BILL NO. 24-1002**

AN ORDINANCE AMENDING CHAPTER 10.80 OF THE COEUR D’ALENE MUNICIPAL CODE, REGULATING EXCESSIVE FUMES, SMOKE, OR EXHAUST, AND EXCESSIVE NOISE FROM MOTOR VEHICLES; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY; AND PROVIDING FOR AN EFFECTIVE DATE.

**STAFF REPORT:** City Attorney Randy Adams noted that in 2017, the city amended Chapter 10.80 of the Coeur d’Alene Municipal Code which was entitled “Air Compression Brakes,” and renamed it to “Additional Prohibited Conduct.” He recalled that in addition to prohibiting the use of air compression breaks in the city, the Council added to the conduct prohibited by this Chapter the operation of motor vehicles, including motorcycles, in such a manner as to create “loud, unnecessary, or unusual noise” that is “excessive, disruptive, and annoying to a person of reasonable sensitivities.” He said that the Council further prohibited the emission of excessive or unusual exhaust, smoke, or other byproducts of a combustion engine. He noted that a provision was made for granting an exemption to the general prohibition for special events by the City Clerk, upon recommendation by the City Administrator or Parks Director. Mr. Adams noted that in 2022, the Police Department issued 25 citations for noise violations under both the State statute and City ordinance, however, the city continues to receive complaints about the noise generated by vehicular traffic from citizens who live, shop, dine, or recreate near streets. He added that in 2023, the Council directed the staff to propose further amendments to Chapter 10.80 to clarify the prohibited conduct and to provide for enhanced penalties.

Mr. Adams said that the gist of the ordinance is the same, but the intention is to make it more explicit. He presented the proposed amendments to Chapter 10.80 of the Coeur d’Alene Municipal Code which include: a new title “Noise and Exhaust” to accurately describe the chapter; new §10.80.005 stating the purpose of Chapter 10.80; new §10.80.015 establishing definitions for “excessive fumes, smoke, or exhaust,” “excessive noise,” and “motor vehicle;” renumbering of §10.80.010 to §10.80.020; and amending §10.80.020 detailing regulations for mufflers, muffler bypasses, noise suppressing systems, exhaust systems, compression brakes, and the operation of motor vehicles with respect to noise and exhaust; new §10.08.030 providing exemptions for motor vehicles operated solely on private property, and antique and classic motor vehicles; renumbering §10.80.020 to §10.80.040; amending §10.80.040 increasing the penalty for the first violation to \$300 from \$100; and amending §10.80.040 providing that a second or subsequent violation in a one-year period will be a misdemeanor.

**DISCUSSION:** Councilmember Wood said that she is in support of the proposed amendments which provides police officers writing citations with more details for interpreting the code as well

as a good compromise and offers latitude for a first offender. Councilmember McEvers asked if the police officer must be at the site for an infraction of violation, who decides if a car has been modified and how to measure the noise, to which Mr. Adams replied that enforcement will always be an issue in any ordinance but hopefully the fear of being caught will push people to comply. With regards to the modification, Mr. Adams noted that it will be the police who will identify and make the decision. He cited that sometimes the modification will be obvious because the item will have a different manufacturer's name. With respect to enforcement, he explained that it is legally permissible to gauge a violation by what a reasonable person would decide, and an officer can make that determination based on his own observations.

Councilmember Gookin noted in the public comment about the use of a decibel meter, but while he agrees that there is a need to address the noise, it will be subjective. He mentioned that the downtown area is a canyon, so the sound is amplified. He said that he has concern on the modifications section which is just adding extra step for the police to prove that something was modified and there is no need to drill down on details. Mr. Adams said that decibel meters must be calibrated once or twice a year for \$700 which is an expensive thing to have for police officers patrolling downtown. He added that in Section 4 of the proposed amendment, page 2 subparagraph 5, there is discussion regarding the general operation of a motor vehicle in such a manner as to create excessive noise. He said that it may appear redundant, but this is to address the concern of being inclusive of all the possibilities of excessive noise. Mayor Hammond said that the modification is an issue for those who try to show off and get attention by revving their motor. Councilmember Miller asked if there will be any action for a reported repeat offender with a videotape as proof submitted to the Police Department, to which Mr. Adams explained that it is a matter of proof, but it will be difficult to judge the sound that people hear on the street through a recorded video, and also an infraction has to be committed in the presence of an officer.

**MOTION:** Motion by Wood, seconded by English, to dispense with the rule and read **Council Bill No. 24-1002** once by title only.

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

**MOTION:** Motion by Gookin, seconded by Wood, to remove Sections 4A numbers 3 and 4 from the proposed Ordinance.

**ROLL CALL:** Evans Nay; Miller Nay; McEvers Nay; Gookin Aye; English Nay; Wood Nay.  
**Motion failed.**

**MOTION:** Motion by Wood, seconded by English, to adopt **Council Bill No. 24-1002**.

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

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

The meeting adjourned at 8:25 p.m.

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James Hammond, Mayor

ATTEST:

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Jo Anne Mateski  
Executive Assistant


MAR 08 2024

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

CITY CLERK

FUND	BALANCE 1/31/2024	RECEIPTS	DISBURSE- MENTS	BALANCE 2/29/2024
<u>General-Designated</u>	\$7,477,295	\$20,373	\$2,042	\$7,495,626
<u>General-Undesignated</u>	14,335,880	6,222,608	7,278,849	13,279,639
<u>Special Revenue:</u>				
Library	463,632	117,087	144,559	436,159
CDBG	(13,811)	-	15,477	(29,288)
Cemetery	166,678	30,497	35,426	161,749
Parks Capital Improvements	1,184,033	7,380	772	1,190,641
Impact Fees	6,439,449	217,088	300,823	6,355,714
Annexation Fees	565,088	2,245	-	567,333
American Recovery Plan	5,685,430	-	19,908	5,665,522
Cemetery P/C	1,153,972	147,050	143,681	1,157,341
Jewett House	72,396	76,179	36,453	112,122
Reforestation	17,223	68	-	17,291
Street Trees	153,386	2,709	600	155,495
Community Canopy	2,484	10	-	2,493
Public Art Fund	49,424	195	-	49,619
Public Art Fund - ignite	451,322	1,794	-	453,116
Public Art Fund - Maintenance	130,497	518	25	130,990
<u>Debt Service:</u>				
2015 G.O. Bonds	585,848	53,312	-	639,160
<u>Capital Projects:</u>				
Street Projects	1,385,232	306,327	142,298	1,549,261
Riverstone Mill Site Project	-	-	-	-
<u>Enterprise:</u>				
Street Lights	120,109	49,461	102,983	66,587
Water	3,481,488	334,059	416,558	3,398,989
Water Capitalization Fees	5,829,337	61,129	5,593	5,884,873
Wastewater	22,024,234	1,106,794	2,012,582	21,118,446
Wastewater-Equip Reserve	242,659	27,500	-	270,159
Wastewater-Capital Reserve	5,500,000	-	-	5,500,000
WWTP Capitalization Fees	3,706,884	167,170	-	3,874,054
WW Property Mgmt	59,973	-	-	59,973
Sanitation	1,027,893	510,429	654,038	884,284
Public Parking	989,657	38,180	40,826	987,011
Drainage	1,357,197	78,769	115,768	1,320,198
Wastewater Debt Service	687,932	486,783	484,050	690,665
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	274,589	246,074	274,588	246,074
KCEMSS Impact Fees	2,717	1,188	2,717	1,188
Police Retirement	478,693	83,766	87,857	474,602
Sales Tax	1,878	2,261	1,878	2,261
BID	416,413	5,604	-	422,017
Homeless Trust Fund	568	446	568	446
<b>GRAND TOTAL</b>	<u><u>\$86,507,677</u></u>	<u><u>\$10,405,055</u></u>	<u><u>\$12,320,920</u></u>	<u><u>\$84,591,812</u></u>

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

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



CITY OF COEUR D'ALENE  
 BUDGET STATUS REPORT  
 FIVE MONTHS ENDED  
 February 29, 2024

RECEIVED

MAR 08 2024

CITY CLERK

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 2/29/2024	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$266,305	\$100,025	38%
	Services/Supplies	10,128	4,151	41%
Administration	Personnel Services	241,168	97,606	40%
	Services/Supplies	2,590	50	2%
Finance	Personnel Services	847,769	335,809	40%
	Services/Supplies	713,940	357,275	50%
Municipal Services	Personnel Services	1,528,562	587,634	38%
	Services/Supplies	1,048,123	749,520	72%
	Capital Outlay	18,000	10,668	59%
Human Resources	Personnel Services	362,646	151,277	42%
	Services/Supplies	136,559	69,253	51%
Legal	Personnel Services	1,317,913	537,204	41%
	Services/Supplies	63,000	76,481	121%
Planning	Personnel Services	755,763	312,710	41%
	Services/Supplies	54,050	19,294	36%
	Capital Outlay			
Building Maintenance	Personnel Services	355,212	151,352	43%
	Services/Supplies	315,600	202,783	64%
	Capital Outlay	31,000	34,050	110%
Police	Personnel Services	17,977,696	7,199,812	40%
	Services/Supplies	1,932,595	673,994	35%
	Capital Outlay	1,929,000	496,712	26%
Fire	Personnel Services	12,637,563	5,454,876	43%
	Services/Supplies	949,774	278,649	29%
	Capital Outlay			
General Government	Services/Supplies	2,019,067	665,725	33%
	Capital Outlay			
Police Grants	Personnel Services	91,364	37,852	41%
	Services/Supplies		1,847	
	Capital Outlay		48,277	
CdA Drug Task Force	Services/Supplies			
	Capital Outlay			
Streets	Personnel Services	3,525,902	1,531,196	43%
	Services/Supplies	2,965,163	434,763	15%
	Capital Outlay	750,000	566,851	76%
Parks	Personnel Services	2,154,256	813,986	38%
	Services/Supplies	751,710	215,414	29%
	Capital Outlay	107,026	32,570	30%
Recreation	Personnel Services	669,375	268,692	40%
	Services/Supplies	159,950	38,912	24%
	Capital Outlay			




CITY OF COEUR D'ALENE  
 BUDGET STATUS REPORT  
 FIVE MONTHS ENDED  
 February 29, 2024

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 2/29/2024	PERCENT EXPENDED
Building Inspection	Personnel Services	1,102,433	417,913	38%
	Services/Supplies	44,309	12,308	28%
	Capital Outlay			
Total General Fund		<u>57,835,511</u>	<u>22,987,488</u>	<u>40%</u>
Library	Personnel Services	1,648,968	662,024	40%
	Services/Supplies	220,000	84,054	38%
	Capital Outlay	190,000	51,522	27%
CDBG	Personnel Services	87,021	15,443	18%
	Services/Supplies	302,942	33,341	11%
Cemetery	Personnel Services	226,159	95,479	42%
	Services/Supplies	139,150	35,709	26%
	Capital Outlay			
Impact Fees	Services/Supplies	63,000	178,556	283%
Annexation Fees	Services/Supplies	520,000	520,000	100%
Parks Capital Improvements	Capital Outlay	710,060	78,399	11%
Cemetery Perpetual Care	Services/Supplies	4,500	8,524	189%
Jewett House	Services/Supplies	28,615	138,885	485%
Reforestation	Services/Supplies	6,500	6,265	96%
Street Trees	Services/Supplies	112,000	14,675	13%
Community Canopy	Services/Supplies	1,500		
Public Art Fund	Services/Supplies	239,500	16,837	7%
		<u>4,499,915</u>	<u>1,939,713</u>	<u>43%</u>
Debt Service Fund		<u>876,307</u>	<u>17,436</u>	<u>2%</u>

CITY OF COEUR D'ALENE  
BUDGET STATUS REPORT  
FIVE MONTHS ENDED  
February 29, 2024

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 2/29/2024	PERCENT EXPENDED
Atlas - Kathleen to Newbrook	Capital Outlay	1,010,734		
Traffic Calming	Capital Outlay	40,000	8,895	22%
Public Transit Sidewalk Accessibility	Capital Outlay	204,999	269,258	131%
Ramsey Road Rehabilitation	Capital Outlay			
15th Street	Capital Outlay	2,300,000	129,229	6%
LHTAC Pedestrian Safety	Capital Outlay	873,245		
Atlas Waterfront Project	Capital Outlay			
Wilbur / Ramsey Project	Capital Outlay	169,595	5,000	3%
Government Way	Capital Outlay		8,000	
LaCrosse Ave. Improvements	Capital Outlay		79,724	
		<u>4,598,573</u>	<u>500,106</u>	<u>11%</u>
Street Lights	Services/Supplies	760,200	294,651	39%
Water	Personnel Services	3,005,767	1,123,096	37%
	Services/Supplies	5,748,776	659,998	11%
	Capital Outlay	5,717,240	1,077,907	19%
Water Capitalization Fees	Services/Supplies	3,000,000		
Wastewater	Personnel Services	3,402,504	1,318,858	39%
	Services/Supplies	8,680,182	1,130,886	13%
	Capital Outlay	12,237,000	2,645,865	22%
	Debt Service	3,512,941	484,050	14%
WW Capitalization	Services/Supplies	3,499,100		
Sanitation	Services/Supplies	5,315,582	2,008,007	38%
Public Parking	Services/Supplies	1,778,929	544,549	31%
	Capital Outlay			
Drainage	Personnel Services	262,860	108,759	41%
	Services/Supplies	1,189,030	153,926	13%
	Capital Outlay	1,143,000	143,021	13%
Total Enterprise Funds		<u>59,253,111</u>	<u>11,693,571</u>	<u>20%</u>
Kootenai County Solid Waste		3,115,000	1,090,806	35%
KCEMSS Impact Fees			13,871	
Police Retirement		146,000	60,315	41%
Business Improvement District		176,200	61,200	35%
Homeless Trust Fund		10,000	2,436	24%
Total Fiduciary Funds		<u>3,447,200</u>	<u>1,228,628</u>	<u>36%</u>
TOTALS:		<u>\$130,510,617</u>	<u>\$38,366,943</u>	<u>29%</u>

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

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

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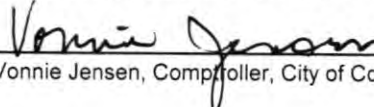
MAR 08 2024

CITY CLERK

**City of Coeur d Alene  
Cash and Investments  
2/29/2024**

<b>Description</b>	<b>City's Balance</b>
<b>U.S. Bank</b>	
Checking Account	1,090,168
Checking Account	70,519
Checking Account	35,603
Investment Account - Police Retirement	411,537
Investment Account - Cemetery Perpetual Care Fund	1,148,899
<b>Idaho Central Credit Union</b>	
Certificate of Deposit	1,039,625
<b>Idaho State Investment Pool</b>	
State Investment Pool Account	49,104,884
<b>Spokane Teacher's Credit Union</b>	
Certificate of Deposit	6,213,621
<b>Numerica Credit Union</b>	
Certificate of Deposit	9,806,668
Money Market	15,668,939
<b>Cash on Hand</b>	
Treasurer's Change Fund	1,350
<b>Total</b>	<b>84,591,812</b>

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

DATE: MARCH 19, 2024  
TO: MAYOR AND CITY COUNCIL  
FROM: PLANNING DEPARTMENT  
RE: SETTING OF APPEAL HEARING DATE: APRIL 16, 2024

Mayor Hammond,

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

**April 16, 2024:**

ITEM NUMBER: DR-1-24 AA

REQUEST: Joan Woodard has requested an appeal on the decision of the Design Review Commission approval of the DR-1-24, CDA Hotel, LLC (Mariott Hotel).

LOCATION: 602 & 612 E. Sherman Ave

COMMISSION ACTION: On January 25, 2024 the Design Review Commission approved the design of the CDA Hotel, LLC proposing to build a six (6) story Marriott Hotel with a parking structure three stories underground for guest parking, with conditions.

CITY COUNCIL  
STAFF REPORT

DATE: March 19, 2024  
FROM: Steve Moran, Police Fleet Manager  
SUBJECT: Surplus of Police Vehicles

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**Decision Point:** Should Council declare one 2012 Chevrolet Impala, one 2013 Chevrolet Impala, and one 2013 Ford Taurus Interceptor to be surplus property and authorize their sale at auction?

**History:** The 2012 Chevrolet Impala was purchased new by the department on 04/05/2012. It served in Patrol for its entire life. The air conditioning is no longer working and the transmission is slipping when the vehicle is first started.

The 2013 Chevrolet Impala was purchased new by the department on 05/15/2013. It served in Patrol for its entire life. It too has air conditioning issues and is also suffering from a failing transmission.

The 2013 Ford Taurus Interceptor was purchased new by the department on 04/19/2013. It served in Patrol for its entire life. This vehicle is showing 145,000 odometer miles and has a failed electronic steering rack and pinion, as well as severely worn front suspension control arm bushings and ball joints.

**Financial Analysis:** 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 \$500.00 and \$749.99, 15% commission for sales from \$750.00 to \$999.99, and 10% for sales over \$1,000. These fees are deducted from the item auction proceeds and a check provided to the City for the balance. Proceeds from the sale of these vehicles will be returned to the General Fund.

**Decision Point:** Council should declare one 2012 Chevrolet Impala, one 2013 Chevrolet Impala, and one 2013 Ford Taurus Interceptor assigned to the Police Department to be surplus property, and authorize the vehicles to be sold at auction.

**Vehicle Surplus List:**

2012 Chevrolet Impala - 2G1WD5E32C1255622 – 89,265 miles  
2013 Chevrolet Impala - 2G1WD5E35D1235110 – 83,471 miles  
2013 Ford Taurus Interceptor - 1FAHP2M83DG206698 – 145,796 miles

## **CITY COUNCIL STAFF REPORT**

**DATE:** March 19, 2024  
**FROM:** Justin Kimberling, Assistant Streets & Engineering Director  
**SUBJECT:** DECLARE SURPLUS USED EQUIPMENT

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**DECISION POINT:** Should Council declare various pieces of equipment and property to be surplus and authorize the property to be sold through auction?

**HISTORY:** As vehicles and equipment reach their end of useful life, they are brought to Council to be declared as surplus and auctioned off. Currently, the following items are deemed at their end-of-service life period. The Streets & Engineering and Parks & Recreation Departments request that they be deemed surplus:

1. **ST275- 1998 GMC 3500 Vin#1GDHC34R0WF040472**
2. **PARKS 881- 1992 Chevrolet Vin#1GCDC14ZONZ182860**
3. **Parks 880- 1994 Ford F150 Vin#1FTEX14NXRKB14084**
4. **Miscellaneous Office Furniture and Lockers**

**PERFORMANCE ANALYSIS:** This property has little value. They were offered to other City Departments before the decision to surplus them was made.

**FINANCIAL ANALYSIS:** The auction house retains a percentage of the bid auction item for their services, and there is very minimal cost to the Departments to shuttle items to Post Falls. Any additional funds will be returned to the City General Fund.

**DECISION POINT:** Council should declare the described pieces of property to be surplus and authorize the sale of the property through auction.



Justin Kimberling  
Assistant Streets & Engineering Director

## **Surplus Used Equipment**

**Request Council declare various pieces of used equipment and items as surplus and authorize the surplus items to be sold through auction.**



**ST275- 1998 GMC 3500 Vin#1GDHC34R0WF040472 with 113,576 miles. Vehicle has exceeded its service life and is worn beyond usefulness.**



**PARKS 881- 1992 Chevrolet Vin#1GCDC14ZONZ182860 with 150,308 miles. Truck is in poor condition inside and out. The electronic sign board will be moved to another vehicle.**





**Parks 880- 1994 Ford F150 Vin#1FTEX14NXRKB14084 with 126,649 miles.  
This vehicle is in overall poor condition.**



### Miscellaneous Office Furniture



# Decision Point

**Staff recommends that Council should declare various pieces of used equipment and items as surplus and authorize the surplus items to be sold through auction.**



RESOLUTION NO. 24-018

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, DECLARING VEHICLES USED BY THE POLICE DEPARTMENT AND THE STREETS AND ENGINEERING DEPARTMENT TO BE SURPLUS, AND AUTHORIZING THE SALE OF SAID VEHICLES AT AUCTION.

WHEREAS, it has been recommended that the City of Coeur d'Alene take the actions listed below, summarized as follows:

- A) Declaration that a 2012 Chevrolet Impala, a 2013 Chevrolet Impala, and a 2013 Ford Taurus Interceptor used by the Police Department are surplus, and authorizing the sale of said vehicles at auction;
- B) Declaration that a 1998 GMC 3500, a 1992 Chevrolet, a 1994 Ford F150, and miscellaneous office furniture and lockers used by the Streets & Engineering Department are surplus, and authorizing the sale of the surplus property at auction;

AND

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to take such actions.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City take the actions described above.

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

DATED this 19<sup>th</sup> day of March, 2024.

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James Hammond, Mayor

ATTEST:

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Renata McLeod, City Clerk

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

ROLL CALL:

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

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.

OTHER BUSINESS

**CITY COUNCIL  
STAFF REPORT**

**DATE:** MARCH 19, 2024  
**FROM:** CHRIS BOSLEY – CITY ENGINEER  
**SUBJECT:** MEMORANDUM OF UNDERSTANDING WITH THE IDAHO  
TRANSPORTATION DEPARTMENT FOR GOVERNMENT WAY  
STRATEGIC INITIATIVES FUNDING AND THE SUPPLEMENT TO THE  
PROFESSIONAL SERVICES AGREEMENT WITH WELCH COMER

=====

**DECISION POINT:** Should Council approve the Memorandum of Understanding (MOU) with the Idaho Transportation Department (ITD) and the Supplement to the Professional Services Agreement with Welch Comer Engineers?

**HISTORY:** Council approved a professional services agreement with Welch Comer in August of 2023 to begin preliminary design of the traffic signal coordination project on Government Way. The design also included bringing pedestrian ramps into compliance with the ADA in the corridor and applying for Strategic Initiatives funding through ITD to fund the improvements. In January of 2024, the City was notified that the project was approved for \$4,826,000 in funding. Approving this MOU with ITD and the supplement to the professional services agreement with Welch Comer will allow the design to move forward and bidding to be advertised for the corridor improvements.

**FINANCIAL ANALYSIS:** The cost for the design is \$450,000, which would be funded with the grant. Upon signing the MOU, the \$4,826,000 will be transferred to the City to cover project expenses. Any unused funds are to be returned to ITD upon project completion.

**PERFORMANCE ANALYSIS:** Approval of this agreement will enable Welch Comer to complete the design for the corridor improvements and advertise bidding for construction of the project. This project will complete necessary improvements to a busy corridor for both vehicular and pedestrian traffic.

**DECISION POINT/RECOMMENDATION:** Council should approve the MOU with ITD and the Supplement to the Professional Services Agreement with Welch Comer Engineers.

RESOLUTION NO. 24-019

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A MEMORANDUM OF UNDERSTANDING (“MOU”), WITH THE IDAHO TRANSPORTATION DEPARTMENT (“ITD”) FOR STRATEGIC INITIATIVES LOCAL TRANSPORTATION GRANT PROGRAM FUNDING FOR GOVERNMENT WAY CORRIDOR IMPROVMENTS, INCLUDING TRAFFIC SIGNAL COORDINATION AND ADA UPGRADES, AND APPROVING THE SUPPLEMENT TO THE PROFESSIONAL SERVICE AGREEMENT WITH WELCH COMER.

WHEREAS, the City’s Engineer has recommended that the City enter into an MOU with ITD for Strategic Initiatives Local Transportation Grant Program Funding, pursuant to terms and conditions set forth in the MOU, a copy of which is attached hereto as Exhibit “A” and by reference made a part hereof; and

WHEREAS, the City’s City Engineer also recommends that the City of Coeur d’Alene approve Supplement 1 to the Professional Service Agreement with Welch Comer, pursuant to terms and conditions set forth in the agreement, a copy of which is attached hereto as Exhibit “B” 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 approve such MOU and Supplement 1 to the Professional Service Agreement.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d’Alene that the City approve an MOU with ITD for Strategic Initiatives Local Transportation Grant Program Funding and approve Supplement 1 to the Professional Service Agreement with Welch Comer, in substantially the forms 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 documents to the extent the substantive provisions of the documents remain intact.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and they are hereby authorized to approve such MOU and Supplement 1 to the Professional Service Agreement on behalf of the City.

DATED this 19<sup>th</sup> day of March, 2024.

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James Hammond, Mayor

ATTEST:

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Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER WOOD Voted

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.





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**IDAHO TRANSPORTATION DEPARTMENT**

P.O. Box 7129 • Boise, ID 83707-1129

(208) 334-8000 • [itd.idaho.gov](http://itd.idaho.gov)

January 9, 2024

To: Strategic initiatives Program Local Transportation Grant Program Recipients (48)

RE: 2023 Strategic Initiatives Program Local Transportation Grant Program (LTGP) Awards

Your application for LTGP funding was approved at the December 13, 2023 Idaho Transportation Board Meeting per the attached Board Agenda Item.

Thank you for partnering with our MPO Directors and ITD District Engineers beginning July 1, 2023, when the application process began. There were 127 applications totaling \$293 million in transportation projects submitted by the September 1<sup>st</sup> due date, showing the significant need statewide for infrastructure improvements with projects ready to start construction within the next two years.

The Idaho Transportation Board considered a list of projects in the November and December Board meetings. Of those, 48 applications were approved totaling \$100 million in grants delivering transportation improvements across Idaho as shown on page 58 of the Board Agenda Item.

Please find enclosed a draft Memorandum of Understanding (MOU) outlining the award parameters and reporting responsibilities of each party. Included with the MOU is your approved application outlining the agreed upon project scope of work. During the month of January 2024, ITD Planning Manager Scott Luekenga will initiate the MOU and schedule the distribution of funding or partial funding to help expedite your approved construction project.

If you have any questions about the draft MOU, please contact Mr. Luekenga at (208) 334-5087 or [scott.luekenga@itd.idaho.gov](mailto:scott.luekenga@itd.idaho.gov).

Sincerely,

Dan McElhinney, P.E.

Chief Deputy Director/Chief Operations Officer

Enc: Board Agenda Item and draft MOU

cc: Bill Moad - ITD Board Chairman, Scott Stokes - ITD Director, District Engineers  
Amy Schroeder - Division Administrator Planning & TECM Program

Resolution No. 24-019

Exhibit "A"



# Board Agenda Item

ITD 2210 (Rev. 10-13)

Meeting Date December 13, 2023

Consent Item

Information Item

Amount of Presentation Time Needed 10 minutes

Presenter's Name Dan McElhinney/Scott Luekenga	Presenter's Title CD/COO, Planning Manager	Initials DM	Reviewed By
Preparer's Name Blake Rindlisbacher	Preparer's Title Chief Engineer	Initials BR	

### Subject

The Strategic Initiatives Program Local Transportation Grant Program (LTGP)		
Key Number N/A	District N/A	Route Number N/A

### Background Information

In follow up to last month's presentation, this board item is to approve the Local Transportation Grant Program (LTGP) grantees.

The Governor signed House Bill 132 on March 16, 2023, which amended the Strategic Initiatives Program (SIP) by creating a Strategic Initiatives Grant Program for local units of government. The Governor signed Senate Bill 1189 on April 3, 2023 which appropriated \$100 million to the Strategic Initiatives Grant Program Fund for fiscal year 2024. Each change was effective as of July 1, 2023. In the last five months the Transportation Department, in cooperation with local stakeholders, has created a grant application process, called for applications, received applications, and is currently finalizing a review of the applications. A list of projects recommended for grants will be presented to the Board for approval in a future Idaho Transportation Board meeting.

IC 40-719 (3)(a): "...the strategic initiatives grant program shall be for the purpose of assisting local units of government to mitigate the impact of state highway projects on local roads or for economically significant local transportation projects that require the assistance of the Idaho transportation department to facilitate."

IC 40-719 (3)(c): "Fifty percent (50%) of the funds appropriated to the strategic initiatives grant program described in this subsection shall be awarded to large urban areas that have a population greater than fifty thousand (50,000), and fifty percent (50%) of such funds shall be awarded to rural areas or to small urban areas with a population of that is less than fifty thousand (50,000). ... The Idaho transportation department shall report annually to the transportation and defense committee of the house of representatives and the transportation committee of the senate of the legislature regarding the strategic initiatives grant program."

In late July 2023, \$100 million was deposited into the Strategic Initiatives Grant Program Fund. In June 2023 the Board approved the FY2024 Local Transportation Grant Program details, and authorized staff to call for local project nominations between July 1, 2023 and September 1, 2023. Local transportation agencies responded very well to the call for projects - ITD received 127 applications totaling over \$293 million in transportation projects as follows:

- Large Urban (Category 1) – 20 applications totaling \$123,721,198.97
- Small Urban/Rural (Category 2) – 107 applications totaling \$169,552,046.99



## Board Agenda Item

ITD 2210 (Rev. 10-13)

In September 2023 ITD initiated a two-step application review process. The first level review focused on project readiness, timing, and application completeness. ITD's Chief Engineer and District Engineers in coordination with MPO Directors reviewed the Large Urban area (Category 1) applications. Also, ITD's six District Planning Managers and the HQ Planning and Development Manager reviewed the Small Urban/Rural area (Category 2) applications.

The second level review was completed by ITD in consultation meetings with MPO Directors and ITD District Engineers. This review was a more detailed focus on scope and factors such as:

- assisting to mitigate the impacts of state highway projects on local roads
- reviewing the proposed scope for overall benefits, completeness of quality infrastructure and construction schedule
- traffic operational considerations
- statewide perspective of program balance and plan for Board approval recommendation in 2023
- chance for economically significant local transportation projects that require the assistance of the ITD to facilitate funding

Recent coordination and next steps include:

- October 13 & 27, 2023 – Updates with MPO Directors, Chief Deputy and DAs, Large Urban
- November 6, 2023 – Chief Deputy and DA outreach to all Small Urban/Rural applicants update
- November 15, 2023 – Review LTGP status with the Idaho Transportation Board along with a draft recommended grant list
- December 13, 2023 – Request Idaho Transportation Board concurrence of a final grant award list
- December 2023 – January 2024 – inform applicants of award or non-award by letter to each
- January 2024 – Initiate execution of Memorandum of Understandings (MOUs) with grant awardees
- January 2024 – Begin distribution of funding to grant awardees per MOU and construction readiness
- February through November 2024 – ITD will track and monitor progress, Grant Recipients will:
  - prepare plans and bid documents per scope planned
  - provide a construction schedule before construction begins
  - follow State Procurement Rules for advertising, bidding, and award of contracts
  - provide construction oversight and project administration
  - provide a project annual update and a close-out report including a summary of project accounting, with before and after pictures upon project completion
  - complete project construction
- November 2024 – ITD in teamwork with grant recipients will report progress status to the Board.

ITD appreciates all the local highway agencies who took the time to submit applications. Local agencies responded promptly and efficiently to ITD's call for project applications which resulted in applications for about three times the funding available.

ITD is confident that the projects recommended for funding will accomplish the requirements of the legislation, and that the grant application process and the corresponding strong response from local agencies to this first Local Transportation Grant Program demonstrates excellent multi-agency teamwork and statewide readiness to deliver infrastructure improvements for Idaho.

### Recommendations

Board approve the attached list of LTGP grantees. Resolution on page 62.



Idaho Transportation Board | December 13, 2023

Table A - SIP Local Transportation Grant Program - Projects Recommended

*Approved*

Category	Applicant	Project Name	Project Scope	LTGP Funds
District 1				
Large Urban	City of Coeur d'Alene	Government Way	Intersection Improvements	\$4,826,000.00
Large Urban	City of Post Falls	Spokane Street	Pavement Rehabilitation	\$1,170,000.00
Small Urban/Rural	Benewah County R&B	Benewah Creek Rd	Pavement Rehabilitation	\$1,500,000.00
Small Urban/Rural	Boundary County R&B	Sunrise Road	Intersection Improvements	\$2,000,000.00
Small Urban/Rural	City of Clark Fork	Stephen Street	Pavement Rehabilitation	\$600,000.00
Small Urban/Rural	City of Kootenai	Railroad Ave	Corridor Improvements	\$1,700,000.00
Small Urban/Rural	City of Plummer	Plummer Local Rd	Pavement Rehabilitation	\$610,000.20
Small Urban/Rural	City of Ponderay	McNearney Rd	Pavement Rehabilitation	\$2,000,000.00
Small Urban/Rural	City of St. Maries	Local Roads	Pavement Rehabilitation	\$73,000.00
Small Urban/Rural	Shoshone County R&B	Silver Valley Rd	Pavement Rehabilitation	\$990,000.00

District 2				
Large Urban	City of Lewiston	Snake River Ave	Corridor Improvements	\$3,715,247.00
Small Urban/Rural	City of Craigmont	Division Ave	Pavement Rehabilitation	\$733,000.00
Small Urban/Rural	Grangeville HD	Johnston Rd	Pavement Rehabilitation	\$1,966,022.00
Small Urban/Rural	Idaho County R&B	Lamb Street	Safety Improvements (Signs)	\$110,000.00
Small Urban/Rural	Nez Perce R&B	Webb Rd	Corridor Improvements	\$2,000,000.00
Small Urban/Rural	North HD	Central Ridge, Morhler, Livengood Rd	Culvert Replacement	\$780,000.00
Small Urban/Rural	North Latah HD	Mountain View Rd	Pavement Rehabilitation	\$247,000.00

District 3				
Large Urban	City of Eagle	Downtown Phase 2	Corridor Improvements	\$2,149,500.00
Large Urban	City of Meridian	South Linder Road	Corridor Improvements	\$4,305,388.70
Large Urban	City of Nampa	Ustick Rd West of SH-16	Corridor Improvements	\$10,000,000.00
Small Urban/Rural	City of Cambridge	Commercial Street	Pavement Rehabilitation	\$1,460,000.00
Small Urban/Rural	City of Kuna	Kay/Avalon	Intersection Improvements	\$1,121,660.00
Small Urban/Rural	City of Marsing	Bruneau Highway	Pavement Rehabilitation	\$2,000,000.00
Small Urban/Rural	City of McCall	Davis Ave	Pavement Rehabilitation	\$1,859,000.00
Small Urban/Rural	City of Middleton	Cemetery Rd & SH44	Intersection Improvements	\$1,972,300.00
Small Urban/Rural	City of Weiser	Commercial Street	Pavement Rehabilitation	\$1,987,000.00
Small Urban/Rural	Mountain Home HD	Old Hwy 30	Pavement Rehabilitation	\$2,000,000.00

District 4				
Large Urban	City of Twin Falls	Eastland Dr	Corridor Improvements	\$8,281,960.00
Small Urban/Rural	Shoshone HD	Burma Rd	Pavement Rehabilitation	\$1,854,000.00
Small Urban/Rural	Gooding HD	1800 E Rd	Pavement Rehabilitation	\$2,000,000.00
Small Urban/Rural	Hagerman HD	Hagerman Highway	Pavement Rehabilitation	\$2,000,000.00
Small Urban/Rural	Blaine County R&B	Buttercup Rd	Pavement Rehabilitation	\$2,000,000.00

District 5				
Large Urban	City of Pocatello	Hilene & Flandro Roads	Intersection Improvement	\$2,000,000.00
Small Urban/Rural	Caribou County R&B	Blackfoot River Rd	Pavement Rehabilitation	\$1,835,000.00
Small Urban/Rural	City of Georgetown	Multiple Streets	Pavement Rehabilitation	\$239,000.00
Small Urban/Rural	City of Grace	Center Street	Culvert Replacement	\$1,003,000.00
Small Urban/Rural	City of Lava Hot Springs	4th Street	Pavement Rehabilitation	\$514,000.00
Small Urban/Rural	City of Malad	Bannock Street	Pavement Rehabilitation	\$1,960,980.00
Small Urban/Rural	City of Shelley	Fir Street	Pavement Rehabilitation	\$2,000,000.00
Small Urban/Rural	City of Soda Springs	Main Street	Pavement Rehabilitation	\$1,500,000.00

District 6				
Large Urban	City of Idaho Falls	Pancheri Bridge	Pavement Rehabilitation	\$3,451,904.30
Large Urban	Bonneville County R&B	Iona Rd	Corridor Improvements	\$8,100,000.00
Large Urban	City of Iona	Denning, Scoresby & Free Ave	Road Safety Improvements	\$2,000,000.00
Small Urban/Rural	City of Victor	Agate Ave	Corridor Improvements	\$692,036.58
Small Urban/Rural	City of Rexburg	Pioneer Rd	Pavement Rehabilitation	\$2,000,000.00
Small Urban/Rural	City of Sugar City	Railroad Ave & 3rd South	Corridor Improvements	\$550,000.00
Small Urban/Rural	Fremont County R&B	South St. Anthony Exit	Pavement Rehabilitation	\$843,001.22
Small Urban/Rural	City of Teton	3rd E & 1st N	Pavement Rehabilitation	\$1,500,000.00

11 Large Urban Total = \$50,000,000.00  
 37 Small Urban/Rural Total = \$50,000,000.00  
 48 Total Recommended = \$100,000,000.00

\*Partially funded

Idaho Transportation Board | December 13, 2023

Table B - SIP Local Transportation Grant Program - Projects Not Recommended

Category	Applicant	Project Name	Project Scope	LTGP Funds
<b>District 1</b>				
Large Urban	City of Hayden	Ramsey Rd & Honeysuckle Ave	Intersection Improvements	\$2,500,000.00
Large Urban	Post Falls HD	Huetter Road	Roadway Widening	\$7,453,000.00
Small Urban/Rural	Bonner County R&B	Whiskey Jack-Oden Connection	Pavement Rehabilitation	\$2,000,000.00
Small Urban/Rural	City of Bonners Ferry	Ash Street	Pavement Rehabilitation	\$1,850,000.00
Small Urban/Rural	City of Pinehurst	Division Street	Pavement Rehabilitation	\$1,970,000.00
Small Urban/Rural	City of Priest River	Downtown	Corridor Revitalization	\$1,769,000.00
Small Urban/Rural	City of Rathdrum	Greensferry Rd / Hayden Ave	Intersection Improvements	\$2,000,000.00
Small Urban/Rural	City of Sandpoint	5th & Pine	Signal & Rehabilitation	\$1,495,920.00
Small Urban/Rural	East Side HD	Canyon Rd	Pavement Rehabilitation	\$1,663,100.00
Small Urban/Rural	Lakes HD	Diagonal Rd	Roadway Widening	\$2,490,000.00
<b>District 2</b>				
Large Urban	City of Lewiston	Bryden Ave	Roadway Widening	\$10,000,000.00
Large Urban	City of Lewiston	9th Street	Corridor Improvements	\$3,333,045.00
Small Urban/Rural	City of Moscow	Multiple	Pavement Rehabilitation	\$1,961,127.00
Small Urban/Rural	Cottonwood HD	Graves Creek	Pavement Rehabilitation	\$800,000.00
Small Urban/Rural	Evergreen HD	Winchester Rd	Roadway Widening	\$1,150,000.00
Small Urban/Rural	Nez Perce HD	Lapwai Rd	Roadway Widening	\$2,000,000.00
Small Urban/Rural	North Latah	Eid Rd	Pavement Rehabilitation	\$732,000.00
Small Urban/Rural	South Latah HD	Cow Creek Rd	Widening & Safety Improvements	\$703,000.00
<b>District 3</b>				
Large Urban	Canyon County HD	Middleton & Linden Rd	Intersection Improvements	\$3,539,106.00
Large Urban	City of Boise	Emerald Street Overpass	Corridor Improvements	\$10,000,000.00
Large Urban	Nampa HD #1	CAN ADA RD	Corridor Improvements	\$10,000,000.00
Small Urban/Rural	Adams County R&B	Indian Valley Rd	Pavement Rehabilitation	\$1,350,000.00
Small Urban/Rural	Atlanta HD	Middle Fork Rd	Roadway Reconstruction	\$2,000,000.00
Small Urban/Rural	City of Cascade	Payette & Front St	Pavement Rehabilitation	\$1,999,942.00
Small Urban/Rural	City of Emmett	12th & Substation Rd	Intersection Improvements & Rehabilitation	\$1,859,000.00
Small Urban/Rural	City of Fuitland	Pennsylvania Ave	Pavement Rehabilitation	\$2,000,000.00
Small Urban/Rural	City of Greenleaf	Friends Rd	Pavement Rehabilitation	\$2,000,000.00
Small Urban/Rural	City of Mountain Home	E 8th N & American Legion	Intersection Improvements	\$1,950,000.00
Small Urban/Rural	City of New Plymouth	Southwest Ave	Pavement Rehabilitation	\$2,000,000.00
Small Urban/Rural	City of Payette	Main Street	Corridor Revitalization	\$2,000,000.00
Small Urban/Rural	Gem County R&B	Little Freeze Out	Pavement Rehabilitation	\$2,000,000.00
Small Urban/Rural	Glenns Ferry HD	Old Highway 30	Pavement Rehabilitation	\$2,000,000.00
Small Urban/Rural	Payette County R&B	Pearl Road	Pavement Rehabilitation	\$564,154.00
Small Urban/Rural	Valley County R&B	Elo Rd	Pavement Rehabilitation	\$2,000,000.00
Small Urban/Rural	Washington County R&B	Stagecoach Loop	Pavement Rehabilitation	\$2,000,000.00
Small Urban/Rural	Wieser Valley HD	Johnson RD	Pavement Rehabilitation	\$1,238,000.00
<b>District 4</b>				
Small Urban/Rural	Albion HD	Multiple	Chip Seal	\$1,349,000.00
Small Urban/Rural	Buñi HD	1400 E, 3700N to 4000 N Rd	Pavement Rehabilitation	\$1,063,000.00
Small Urban/Rural	City of Albion	North & West Street	Pavement Rehabilitation	\$632,000.00
Small Urban/Rural	City of Filer	3700 N	Pavement Rehabilitation	\$2,000,000.00
Small Urban/Rural	City of Hailey	Myrtle St	Corridor Improvements	\$1,788,746.77
Small Urban/Rural	City of Heyburn	J, 21st St & US30	Intersection Improvements	\$2,000,000.00
Small Urban/Rural	City of Kimberly	3400 E.	Intersection Improvements	\$1,998,543.94
Small Urban/Rural	Jerome HD	North Road Phase 4	Add left turn lanes	\$2,000,000.00
Small Urban/Rural	Murtaugh HD	2900 N	Pavement Rehabilitation	\$2,000,000.00
Small Urban/Rural	Oakley HD	400 W	Pavement Rehabilitation	\$1,672,000.00
Small Urban/Rural	Raft River HD	Interstate Feeders	Pavement Rehabilitation	\$1,667,000.00
Small Urban/Rural	Richfield HD	1420 North Road	Pavement Rehabilitation	\$2,000,000.00
Small Urban/Rural	Twin Fall HD	3800 East	Pavement Rehabilitation	\$1,998,000.00
Small Urban/Rural	Wendell HD	3200 S	Pavement Rehabilitation	\$2,000,000.00
Small Urban/Rural	West Point HD	3400 S	Pavement Rehabilitation	\$2,000,000.00

continued on next page



**Idaho Transportation Board | December 13, 2023**

**Table B - SIP Local Transportation Grant Program - Projects Not Recommended**

Category	Applicant	Project Name	Project Scope	LTGP Funds
<b>District 5</b>				
Large Urban	City of Chubbuck	Chubbuck Rd	Intersection Improvements	\$7,630,000.00
Small Urban/Rural	Bannock County R&B	Old Hwy 91	Pavement Rehabilitation	\$2,000,000.00
Small Urban/Rural	Bear Lake County R&B	East Shore Rd	Pavement Rehabilitation	\$2,000,000.00
Small Urban/Rural	Bingham County R&B	New Sweden Rd	Pavement Rehabilitation	\$1,316,000.00
Small Urban/Rural	Bingham County R&B	Woverine Rd	Pavement Rehabilitation	\$2,000,000.00
Small Urban/Rural	City of American Falls	Oregon Trail Truck Route	Pavement Rehabilitation	\$2,000,000.00
Small Urban/Rural	City of Bancroft	1st & 3rd W Street	Drainage Improvements	\$1,250,000.00
Small Urban/Rural	City of Blackfoot	Parkway Ave	Corridor Improvements	\$2,000,000.00
Small Urban/Rural	City of Bloomington	Bloomington Rd	Pavement Rehabilitation	\$2,000,000.00
Small Urban/Rural	City of Preston	400 East	Pavement Rehabilitation	\$600,000.00
Small Urban/Rural	Downey-Swan Lake HD	Downtana Rd	Pavement Rehabilitation	\$750,000.00
<b>District 6</b>				
Large Urban	City of Ammon	Ammon Rd	Corridor Improvements	\$1,982,936.67
Small Urban/Rural	City of Ashton	Railroad Ave	Pavement Rehabilitation	\$450,000.00
Small Urban/Rural	City of Driggs	Johnson Ave	Corridor Improvements	\$2,000,000.00
Small Urban/Rural	City of Lewisville	500 N	Pavement Rehabilitation	\$1,400,000.00
Small Urban/Rural	City of Ririe	US20B	Corridor Improvements	\$975,000.00
Small Urban/Rural	City of Roberts	2858 E	Pavement Rehabilitation	\$1,701,000.00
Small Urban/Rural	City of St. Anthony	W 7th South St	Pavement Rehabilitation	\$1,500,000.00
Small Urban/Rural	City of Teton	Truck Route	Corridor Improvements	\$1,649,000.00
Small Urban/Rural	Clark County R&B	Old Hwy 91	Pavement Rehabilitation	\$2,000,000.00
Small Urban/Rural	Custer County R&B	Custer Rd	Pavement Rehabilitation	\$2,000,000.00
Small Urban/Rural	Custer County R&B	Hot Springs Rd	Intersection Improvement	\$2,000,000.00
Small Urban/Rural	Fremont County R&B	Henrys Lake Drive	Pavement Rehabilitation	\$2,000,000.00
Small Urban/Rural	Jefferson County HD	Multiple Rd	Pavement Rehabilitation	\$2,000,000.00
Small Urban/Rural	Lost River HD	Trail Creek Rd	Pavement Rehabilitation	\$2,000,000.00
Small Urban/Rural	Madison County R&B	Landfill Rd	Pavement Rehabilitation	\$1,988,104.00
Small Urban/Rural	Madison County R&B	Salem Rd	Pavement Rehabilitation	\$739,740.50
Small Urban/Rural	Teton County HD	W400N Rd	Pavement Rehabilitation	\$2,000,000.00

9 Large Urban Total = \$56,438,087.67  
 70 Small Urban/Rural Total = \$118,032,378.21  
 79 Total Not Recommended = \$174,470,465.88

**Idaho Transportation Board | December 13, 2023**

**Table C - SIP Local Transportation Grant (Program Recommendation Summary)**

<b>Large Urban (Category 1) Summary</b>								
	District 1	District 2	District 3	District 4	District 5	District 6	Total Award	Remain Funds
# of Grant Applicants	4	3	6	1	2	4	20	
# of Grant Awards	2	1	3	1	1	3	11	
Funds Awarded	\$5,996,000.00	\$3,715,247.00	\$16,454,888.70	\$8,281,960.00	\$2,000,000.00	\$13,551,904.30	\$50,000,000.00	\$0.00
% of \$50,000,000.00	11.99%	7.43%	32.91%	16.56%	4.00%	27.10%	100.00%	0.00%

<b>Small Urban/Rural (Category 2) Summary</b>								
	District 1	District 2	District 3	District 4	District 5	District 6	Total Award	Remain Funds
# of Grant Applicants	16	12	22	19	17	21	107	
# of Grant Awards	8	6	7	4	7	5	37	
Funds Awarded	\$9,473,130.20	\$5,836,022.00	\$12,399,960.00	\$7,854,000.00	\$8,851,980.00	\$5,584,907.80	\$50,000,000.00	\$0.00
% of \$50,000,000.00	18.95%	11.67%	24.80%	15.71%	17.70%	11.17%	100.00%	0.00%

<b>Total Awards</b>								
	District 1	District 2	District 3	District 4	District 5	District 6	Total Award	Remain Funds
Applications Submitted/ Recommended	20 10	15 7	28 10	20 5	19 8	25 8	127 48	
Category 1	\$5,996,000.00	\$3,715,247.00	\$16,454,888.70	\$8,281,960.00	\$2,000,000.00	\$13,551,904.30	\$50,000,000.00	\$0.00
Category 2	\$9,473,130.20	\$5,836,022.00	\$12,399,960.00	\$7,854,000.00	\$8,851,980.00	\$5,584,907.80	\$50,000,000.00	\$0.00
Total District Award	\$15,469,130.20	\$9,551,269.00	\$28,854,848.70	\$16,135,960.00	\$10,851,980.00	\$19,136,812.10	\$100,000,000.00	\$0.00
% of \$100,000,000.00	15.47%	9.55%	28.85%	16.14%	10.85%	19.14%	100.00%	0.00%

127 Total Applications  
48 Grant Recipients Recommended

## RESOLUTION

WHEREAS, the legislature amended, and the governor approved changes to IC Section 40-719 (HB132 & SB 1189) to establish a Strategic Initiatives Grant Program for local units of government; and

WHEREAS, the legislature has appropriated \$100 million to the strategic initiatives program which shall be used by the Idaho Transportation Department (ITD) on local roads to mitigate the impact of adding new connections of state highways to interstate highways; and

WHEREAS, fifty percent (50%) of the funds appropriated to the strategic grant program shall be awarded to large urban areas that have a population greater than fifty thousand (50,000), and fifty percent (50%) of such funds shall be awarded to rural areas or to small urban areas with a population that is less than fifty thousand (50,000); and

WHEREAS, the Idaho Transportation Department has established the Local Transportation Grant Program (LTGP) for the identification and selection of projects in large urban, small urban and rural areas; and

WHEREAS, ITD, in collaboration with Idaho's Metropolitan Planning Organizations (MPOs), have selected projects for recommendation of grant awards to the Idaho Transportation Board in large urban and small urban and rural areas; and

WHEREAS, the ITD and the selected grant recipients will execute a Memorandum of Understanding (MOU) for the transfer of Local Transportation Grant Program funding.

*NOW THEREFORE BE IT RESOLVED*, that the Idaho Transportation Board approves the recommendations of the LTGP applications identified in Table A - SIP Local Transportation Grant Program (Projects Recommended) list as submitted in this Board item as the recipients of the identified Local Transportation Grant Program funding.

*BE IT FURTHER RESOLVED*, that the Board authorizes the Director to finalize and sign the MOUs between ITD and the LTGP awardees on behalf of the Idaho Transportation Department.

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE IDAHO TRANSPORTATION DEPARTMENT  
AND THE CITY OF COEUR D'ALENE**

To provide the agreement guidelines for the Idaho Transportation Department (ITD) and the City of Coeur d'Alene (GRANT RECIPIENT), hereinafter "Party" or "Parties", in cooperative endeavors within each agency's scope of responsibility related to the FY2024 Strategic Initiatives Program Local Transportation Grant Program.

**AUTHORITY:**

Idaho Code 40-719 created the Strategic Initiatives Grant Program and established the Strategic Initiatives Grant Program Fund, and Senate Bill No. 1189 appropriated funds to ITD for FY2024. Idaho Code section 40-317 and Idaho Code sections 67-2326 through 2333 and 67-2339.

**AWARD AMOUNT AND PROJECT DESCRIPTION:**

\$ 4,826,000.00 is approved from the Strategic Initiatives Grant Program for Grant Recipient's project as described in their application attached as Exhibit A for Government Way Signal Upgrades Intersection Improvements.

**ITD RESPONSIBILITIES:**

1. To ensure the Strategic Initiatives Grant Program is used to mitigate the impact of state highway projects on local roads or for economically significant local transportation projects that require the assistance of ITD to facilitate funding.
2. Review Grant Recipient's provided information outlined below and concur in project readiness before processing fund transfer(s) from the Strategic Initiatives Grant Program Fund to the Grant Recipient, and process funding transfer within 30 days of approving the Grant Recipient's request for construction funding.
3. Report annually to the transportation and defense committee of the House of Representatives and the transportation committee of the Senate of the Legislature regarding the Strategic Initiatives Grant Program.

**GRANT RECIPIENT RESPONSIBILITIES:**

1. Utilize Grant funding to complete project scope within allotted cost and schedule as described in Grant Recipient's application included as Exhibit A.
2. Provide account routing information for the transfer of the Strategic Initiatives Grant Program award.
3. Follow all applicable state laws governing the expenditures of state funds.
4. Submit construction-ready plans to ITD, including a construction schedule and request for construction funding.
5. Follow State procurement rules for advertising, bidding and award of contracts.

6. Provide construction oversight and project administration.
7. Provide an annual update on the project status no later than September 30, beginning in 2024.
8. Complete project construction, including any change orders or other contract adjustments.
9. Provide a final close-out report including a summary of project accounting, with before and after pictures upon project completion.
10. Responsible for answering media, public or government inquires related to the expenditures of these funds.

**LIMITATIONS:**

Nothing in this MOU between the Parties 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 MOU is subject to the laws and regulations of the state of Idaho and of the United States. Nothing in this MOU shall be construed as expanding the liability of the Parties. In the event of a liability claim, each Party shall defend their own interests. No Party shall be required to provide indemnification of the other Parties.

**EFFECTIVE DATE:**

This MOU shall become effective upon the most recent signature by authorized representative of the Director, Idaho Transportation Department, and the authorized representative for the Grant Recipient, and will remain in force unless formally terminated by both Parties.

**METHOD OF AMENDMENT OR TERMINATION:**

Amendments or requests for termination of this MOU may be proposed in writing at any time by any Party. Amendments will become effective upon signature by all Parties to this MOU and shall be attached to this MOU and made a part thereof.

**CONFLICTING PROVISION:**

If any provision of this MOU shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this MOU be enacted, then that conflicting provision in the MOU shall be deemed null and void. In the event any provision of this MOU is determined null and void, all remaining provisions shall remain in full force and effect.

**EFFECTIVE DATE:** \_\_\_\_\_, 2024

**IDAHO TRANSPORTATION DEPARTMENT**

**GRANT RECIPIENT**



Dan McElhinney, Chief Deputy Director

\_\_\_\_\_  
 Todd Feusier, Director--Streets & Engineering

# **Exhibit A**

## **Grant Recipient's Application**



## Application Contact Information, Questionnaire, and Agreement Form

**Applicant Information**

Applicant: City of Coeur d'Alene

Mailing Address: 3800 N Ramsey Road

City: Coeur d'Alene

State: ID

Zip Code: 83815

Contact person: Todd Feusier

Title: Director – Streets & Engineering

Phone: 208-769-2235

Email: [tfeusier@cdaid.org](mailto:tfeusier@cdaid.org)

Project Title: Government Way Signal Upgrades

Local Highway Agency Name: City of Coeur d'Alene

Local Highway Agency Address: 3800 N Ramsey Road, Coeur d'Alene, ID 83815

\*Contact Name: Todd Feusier

Phone: (208) 769-2235

Email: [tfeusier@cdaid.org](mailto:tfeusier@cdaid.org)

\*Please list the person from your agency we should call if we have any questions on this project application.

Amount Requested: Range between \$2.46 million and \$4.83 million

Total Amount of Project: Range between **\$2.56 million and \$4.93 million**

Amount and Source of Other Funds: \$100,000 – Local City Funds

Please provide the following supportive information in the order listed below.

1. Provide a description of the proposed project. Include the importance and need of the project, the regional benefit, and the overall impact to the local transportation system. (limit 1 page).
  - a. Yes. See Attached
2. Provide project scope, construction limits and permits, schedule and estimated project cost.
  - a. Yes. See Attached
3. Do you have all right-of-way (R/W) for your project? Explain (limit ½ page). Provide documentation of R/W, easements, or commitments.
  - a. Yes. See Attached
4. Are your engineering plans ready to bid or will they be ready within 6 months of grant award? Provide explanation of progress to date, and evidence of current project development (plan set).
  - a. Yes. See Attached
5. How does the project mitigate the impacts of state highway projects on local roads, OR why is the project economically significant and require the assistance of the Idaho Transportation Department? (limit 1 page)
  - a. Yes. See Attached
6. Do you have community support for your project? Include unique letters of support from the supporting partners including Local/Rural planning groups, Metropolitan Planning Organizations, law enforcement, fire department, police department, school district, local businesses, etc. (limit 5 single page letters)
  - a. Yes. See Attached

**FY2024 LOCAL TRANSPORTATION PROJECT GRANT PROGRAM AGREEMENT FORM**

Please complete the form with the appropriate signing authority at the bottom of the form. Return the form with your completed application.

Local Highway Jurisdiction: City of Coeur d'Alene

Signing Authority: TODD FEUSIER

Position: DIRECTOR OF STREETS & ENGINEERING

Project Name: Government Way Signal Upgrades

Receiving this grant requires the Local Highway Agency to agree to the following program requirements:

- Prepare plans and bid documents
- Provide a construction schedule before construction begins
- Follow State Procurement Rules for advertising, bidding and award of contracts
- Provide construction oversight and project administration
- Provide a project close-out report including a summary of project accounting, and before and after pictures upon project completion
- Complete project construction

ACKNOWLEDGED BY

Todd Feusier  
SIGNATURE

8-24-23  
DATE

## Narrative

# 1 - Project Description

**Project Description & Need:** The City of Coeur d'Alene is experiencing significant growth in population and vehicular traffic. This is no surprise to anyone that lives here. Like most north-south traffic on commercial corridors in the area, congestion on Government Way is significant most times of the day. The signals along the Government Way corridor do not have the technology to be coordinated. Therefore, each signal runs independent of the others along the corridor, which leads to inefficient traffic progression, long queues, and increased travel times.

The City of Coeur d'Alene is seeking Strategic Initiatives funding to upgrade traffic signals along Government Way between Harrison Avenue and Prairie Avenue for the following reasons:

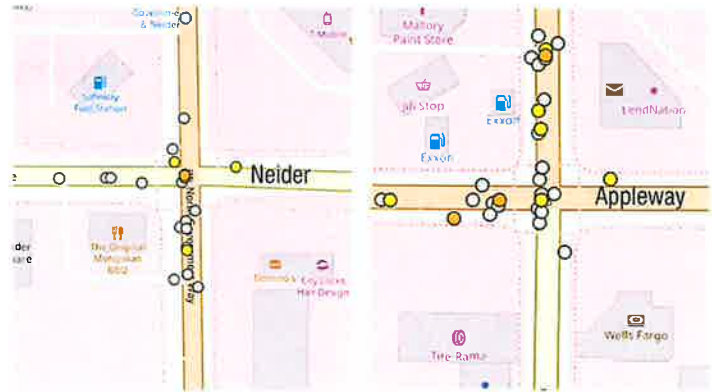
**Coordinated Signal System:** The 10 traffic signals along Government Way between Harrison and Prairie Avenues are currently independently timed and do not possess the technology to be coordinated. The signals need to communicate with each other so the system can be effectively coordinated. Signal interconnectivity will improve intersection efficiency and reduce system delay, which will be a gigantic public benefit along this corridor.

**Signal Equipment Upgrades:** With the exception of a few newer signals, most of the signals along the corridor are aging. To ensure interconnection is viable, ADA compliance is met, and antiquated equipment is phased out, much of the "guts" of each traffic signal will be replaced. The exact scope of work at each intersection is slightly different, but includes controllers, cabinets, interconnect radios, detection, upgraded heads, pre-emption, and upgraded push buttons to meet current ADA standards. When upgrading pedestrian push buttons to meet current ADA standards, if the associated pedestrian ramp is not ADA compliant, the ramp will be upgraded, as well.

**Improve Traffic Safety:** There were a combined 121 crashes over the last 5 years at the 10 signalized intersections along the Government Way corridor between Harrison Avenue and Prairie Avenue. Improving traffic flow via a coordinated signal system will reduce crashes by reducing driver frustration caused by unnecessary vehicular delay and long queue lengths.

**Regional Benefit:** North-south traffic on Government Way impacts thousands of residents per day. Over the last decade, Government Way has been expanded to 5 lanes and now accommodates nearly 20,000 vehicles per day. Further, ITD's Fast-Lane grant project reduced east-west access to US 95, which has created even more demand for traffic on Government Way. Government Way parallels US 95 and is an important alternate route to US 95 through Coeur d'Alene because US 95 is also oftentimes congested. Government Way is a minor arterial and works together with US 95 to provide north-south access through Coeur d'Alene.

Coeur d'Alene already has coordinated signal systems on Northwest Boulevard and Sherman Avenue and will use similar technology for the Government Way corridor.



Exhibits from LHTAC's Crash Database at Neider and Appleway.

Intersection w/ Govt Way	Crashes in last 5 years
Harrison	5
Ironwood	11
Appleway	21
Neider	19
Kathleen:	8
Dalton	11
Hanley	14
Canfield	12
Wilbur	2
Prairie	18
<b>TOTAL</b>	<b>121</b>

High traffic volumes, long delays/queues, frustration caused by uncoordinated signals are suspected to be contributing to crashes.



More than one-half of the existing ped ramps at the 10 associated intersections are no longer ADA-compliant and will be replaced. The remaining will be retained.





## 2 - Project Scope, Schedule & Cost

2023 Strategic Initiatives

**Project Scope & Limits:** Coeur d'Alene, in partnership with the City of Hayden, intends to perform the following on the Government Way corridor between Harrison Avenue and Prairie Avenue:

- **ADA Upgrades:** Upgrade all necessary pedestrian ramps, push buttons and pedestrian heads to current ADA standards. Based on recent field surveys, 32 pedestrian ramps at these intersections require upgrades to be ADA compliant.
- **Traffic Signal Interconnection:** Through radio transmitters, all 10 signals will be interconnected. A fiber optic line already exists between the Ironwood Intersection and Coeur d'Alene Street Dept., which will act as the control center, as it already does for the other City coordination systems on Sherman Avenue and NW Boulevard.
- **Signal Infrastructure Replacement:** The need at each signal is unique, but generally consists of replacing or upgrading: cabinets, controllers, radios, detection, LED bulbs, wire for flashing yellows, pre-emption system, pedestrian heads, and push buttons. Upgrades at each signal is summarized below:



Most of the signals require upgrades like LED bulbs, pre-emption, protected/permissive left turn heads, and detection.

Intersection	Controller	Cabinet	Interconnect Radio	Video Detection	Various Head Upgrades	Pre-emption	Ped Heads/APS
Harrison	X	X	X	X	X	X	X
Ironwood		X	X	X	X	X	X
Appleway	X	X	X	X	X	X	X
Neider	X	X	X	X	X	X	X
Kathleen		X	X	X	X	X	X
Dalton	X	X	X	X	X	X	X
Hanley	X	X	X	X	X	X	X
Canfield			X	X	X	X	X
Wilbur			X	X	X	X	X
Prairie	X	X	X	X	X	X	X

**Permits:** No additional permits are required for this project.

**Project Schedule:** Design is currently underway and will be at least 50% complete by the time of grant award at the end of the October and 100% complete well in advance of the end of 2023. Coeur d'Alene plans to bid the project in January 2024.

**Project Estimate:**

The City committed \$45,000 for preliminary design and is committed to \$55,000 more to finish design upon grant award. To complete the project, Coeur d'Alene anticipates nearly \$5 million; however, the city intends to design the improvements to be "scalable". If limited by funding, \$2.6 million could complete the priority segment from Ironwood Drive to Dalton Avenue.

**Anticipated Schedule**

Work Task	Timeline
Design	Ongoing
Anticipated Funding Award	Oct 2023
Bid Phase	January 2024
Bid Award	February 2024
Construction Phase	May – July 2024
Project Closeout	July 2024

Item	Full Corridor (Preferred)	Ironwood to Dalton
Construction	\$4,306,000	\$2,213,000
Design Engineering	\$400,000	\$230,000
Construction Engineering	\$220,000	\$120,000
Total	\$4,926,000	\$2,563,000
<b>Strategic Initiatives</b>	<b>\$4,826,000</b>	<b>\$2,463,000</b>
City of Coeur d'Alene	\$100,000	\$100,000



### 3 - Right of Way

**Right of Way:** No additional property is required to implement this project. Each of the intersections along the corridor is fully developed with signals and pedestrian facilities. Any property necessary for improvements was secured long ago through other projects.

To the right is a typical right of way scenario. This particular intersection at Government Way & Neider has ample public right of way to conduct the necessary scope elements. This is the for each intersection along the corridor.

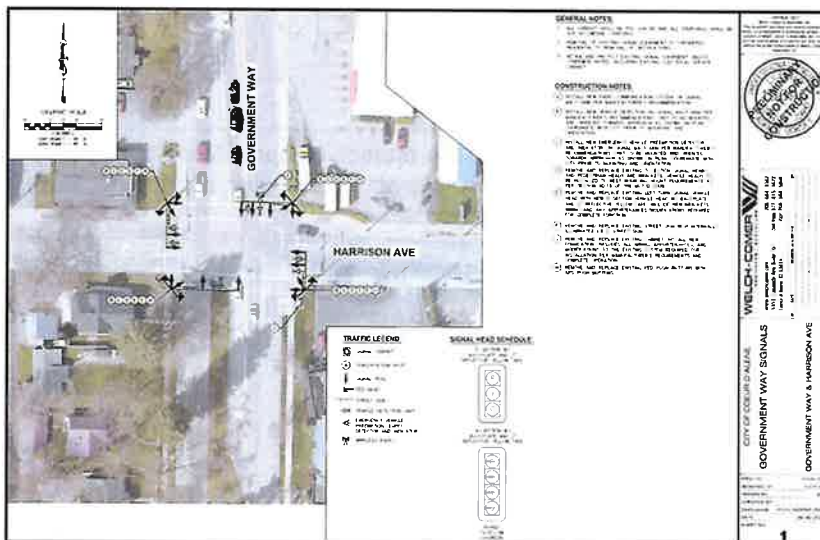


### 4 - Bid Ready

**Plans:** The design of the system integration is underway and will be 50% complete by the time of grant award and 100% complete and ready for bidding in winter 2023/2024. The signal timing and in-field verification will occur after bidding in spring through summer 2024. The in-process plans are included as an attachment to this application.

Design plans as of this funding request submittal are included in the application. Design tasks will continue upon notification of the grant award or final PS&E, provided the City is awarded the funding.

The design may require minor modification based on the amount of funding ITD is able to award. For instance, the City is currently designing the entire signal corridor from Harrison to Prairie Avenue. If the full funding amount is not awarded, the design will be quickly be truncated accordingly.



As discussed previously, the design is underway. More specifically, all 10 traffic signal upgrades are being designed in parallel. Also, all field measuring of existing pedestrian ramps and proximity to push buttons has been completed. So, a detailed inventory of pedestrian/ADA improvements is already understood and will be incorporated into the design.



**Mitigation of State Highway Impact on Local Roads**

US 95 runs north-south through Coeur d’Alene. ITD completed improvements to US 95 through a FAST Lane grant that closed some and improved other local road crossings. ITD is currently implementing system integration infrastructure to then be able to coordinate the signals along the US 95 corridor through the Cities of Coeur d’Alene and Hayden. Coeur d’Alene has two north-south corridors that parallel US 95, Government Way and Ramsey Road, both of which are minor arterials and neither of which have coordinated signal systems. Government Way and Ramsey Road both get bogged down under heavy traffic loads. Because US 95 is often congested, Coeur d’Alene’s parallel roadways act as alternative routes to US 95. These three north-south corridors (US 95, Government Way, and Ramsey Road) act together to serve north-south Coeur d’Alene traffic.

Government Way is a significant commercial corridor in Coeur d’Alene; therefore, coordinating the signals will make north-south traffic flow more efficient, which will reduce delays, queue lengths, and travel times. Coordinating signals on US 95, Government Way (2023 Strategic Initiatives), and Ramsey Road (one day) will greatly improve north-south traffic efficiency in Coeur d’Alene, a tremendous benefit to the community.

**Economic Significance:** Many businesses and economic generators are located along the Government Way corridor, including: Kootenai County Fairgrounds, Kootenai County Sheriff and Jail, Costco, Home Depot, Silver Lake Mall, Target, the Coeur d’Alene School bus yard, and several grocery stores, restaurants, medical facilities, and service/retail businesses. Government Way is one of the City’s most important arterials.

Like any city, Coeur d’Alene must maintain the roadway infrastructure that exists. Annually, Coeur d’Alene’s annual maintenance budget is roughly \$1.4 million and has very little budget for new capital projects. To avoid falling behind, it’s important they continue spending this budget on maintenance. Without outside help through the Strategic Initiatives program, Coeur d’Alene will be forced to use those maintenance dollars to address the traffic signal needs on Government Way. With an anticipated project cost of roughly \$5 million, the city may need to defer maintenance for up to 4 years just to afford the project. The City very much needs ITD’s support to fund this project through Strategic Initiatives so that the City can complete this important project without deferring needed maintenance.



**Kootenai County traffic management faces roadblocks**



The Coeur d’Alene & Kootenai County area is considering a traffic management center to help manage traffic in the area, including the Government Way corridor. To achieve this ultimate goal, signal coordination is necessary, which is precisely the scope of this project. A coordinated signal system on Government Way will compliment and mitigate the additional traffic shifted from US 95, ultimately improving region traffic congestion.

Below is an excerpt from the KMPO director in August 2023 regarding traffic on Government Way.

“Some intersections aren’t operating well,” said Glenn Miles, Kootenai Metropolitan Planning Organization director. “On Government Way, you’re basically going to stop at every light. That’s what causes the corridor to perform poorly. Each intersection may be doing OK, but as a system, they’re doing poorly.”

As mentioned in the article above, it’s routine for vehicles to get stopped at a red light at most of the intersections along Government Way. A coordinated system will reduce unnecessary stoppages, emissions, and cumulative delay.



**Community Support:** The community recognizes the importance of the Government Way corridor. They understand the traffic efficiency, safety, and commerce benefits as evidenced by the letters of support from Kootenai Metropolitan Planning Organization, Silver Lake Center, Coeur d'Alene School District, emergency services, and the Kootenai County Fairgrounds.

These letters reference the economic and safety benefits of reducing traffic congestion and travel times on the busy corridor.

Additionally, the Coeur d'Alene Press ran an article about the City seeking grant funds for the Government Way corridor signal coordination on August 15, 2023.

**Partnership:** On the north end of the project, the City of Hayden has jurisdiction over the Government Way/Prairie Avenue signal. The two cities have agreed to partner to ensure the Prairie Avenue signal is part of the Government Way signal interconnection. A letter of support from the City of Hayden is included.



Age 18+ Google  
Stop seeing this ad Why am I seeing this?

# Cd'A aims to improve Government Way flow



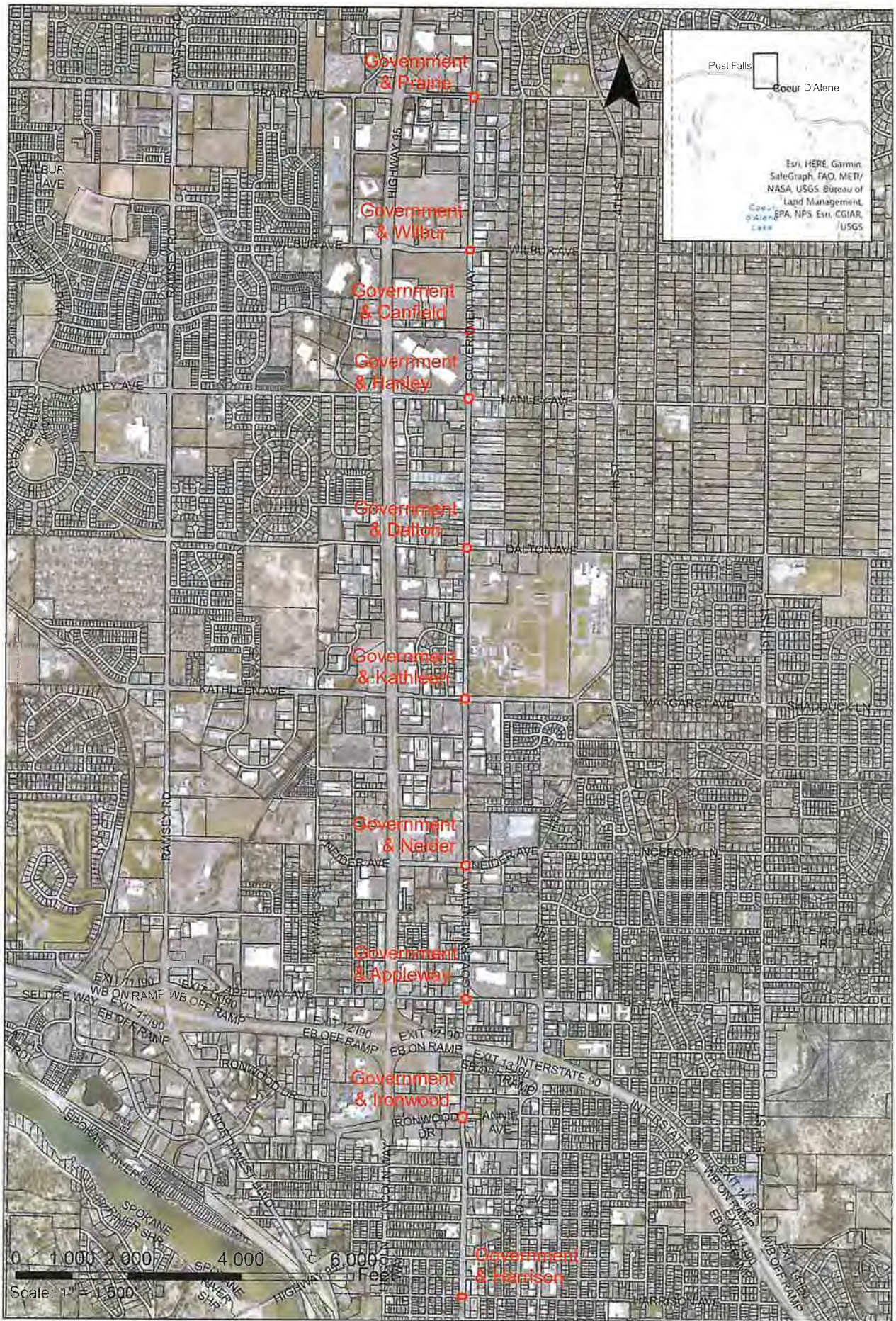
Northbound traffic on Government Way passes Neider Avenue on a recent sunny day  
BILL BULEY/Press

Headline of the article in the Coeur d'Alene Press on August 15th, 2023.



## Vicinity Map







## Preliminary Project Estimate

**City of Coeur d'Alene**

**Government Way Signal Improvements - Full Length From Harrison Ave to Prairie Ave**

**ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST**

Prepared By: Cody Hodgson, EIT/Adam Dorsey, PE

Date: Thursday, August 17, 2023

PM Approval: Matt Gillis, PE

Pay Item	Description	Pay Unit	Estimated Quantity	Unit Price	Total
1.00	Signal Improvements	LS	1	\$2,700,000	\$2,700,000
2.00	ADA Surface Improvements	EA	32	\$9,000	\$288,000
3.00	Traffic Control	LS	1	\$300,000	\$300,000
4.00	Mobilization	LS	1	\$300,000	\$300,000
				Base Bid	\$3,588,000
				Contingency (20%)	\$718,000
				<b>Total Estimated Construction</b>	<b>\$4,306,000</b>
<b>ENGINEERING</b>					
	Design Engineering & Bid Phase Services (10%)				\$400,000
	Construction Phase Services (5%)				\$220,000
<b>ESTIMATED TOTAL PROJECT COST</b>					<b>\$4,926,000</b>

**City of Coeur d'Alene**

**Government Way Signal Improvements - Scaled Back From Ironwood Drive to Dalton Ave  
ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST**

Prepared By: Cody Hodgson, EIT/Adam Dorsey, PE

Date: Thursday, August 17, 2023

PM Approval: Matt Gillis, PE

Pay Item	Description	Pay Unit	Estimated Quantity	Unit Price	Total
1.00	Signal Improvements	LS	1	\$1,400,000	\$1,400,000
2.00	ADA Surface Improvements	EA	16	\$9,000	\$144,000
3.00	Traffic Control	LS	1	\$150,000	\$150,000
4.00	Mobilization	LS	1	\$150,000	\$150,000
				Base Bid	\$1,844,000
				Contingency (20%)	\$369,000
				Total Estimated Construction	<b>\$2,213,000</b>
<b>ENGINEERING</b>					
	Design Engineering & Bid Phase Services (10%)				\$230,000
	Construction Phase Services (5%)				\$120,000
<b>ESTIMATED TOTAL PROJECT COST</b>					<b>\$2,563,000</b>

## Plans



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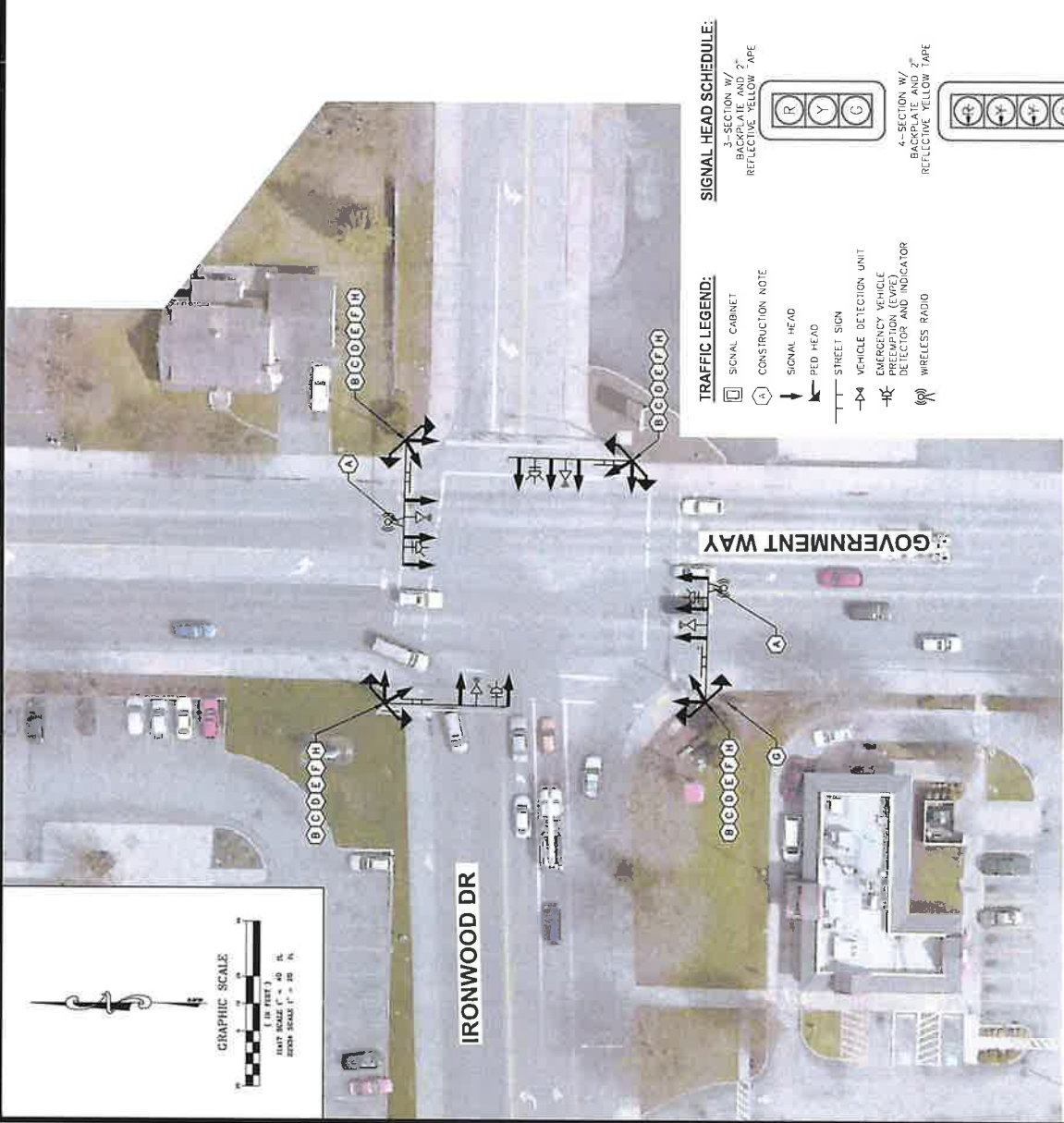
**PROFESSIONAL ENGINEER**  
 LICENSE NO. 17104  
**NOT FOR CONSTRUCTION**  
 DATE: 10/10/2023

**WELCH-COMER ENGINEERS & SURVEYORS**  
 208-664-9382 (office)  
 208-664-5946 (fax)  
 330 E. Lakeside Ave., Suite 101  
 Coeur d'Alene, ID 83814  
 www.welchcomer.com

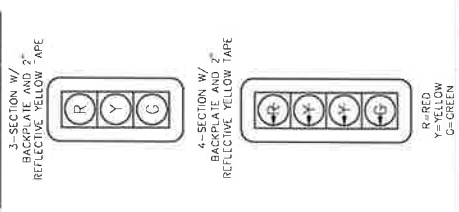
**CITY OF COEUR D'ALENE**  
**GOVERNMENT WAY SIGNALS**  
**GOVERNMENT WAY & IRONWOOD DR**

PROJECT NO.: 41346.0001  
 DESIGNED BY: AJ/CJSH  
 DRAWN BY: JOY  
 CHECKED BY:  
 DWG NAME: 41346.0001SD.DWG  
 DATE: 08-30-2023  
 SHEET NO: **2**

- GENERAL NOTES:**
- ALL CONDUIT SHALL BE PVC SCH. 80 AND ALL COUPLINGS SHALL BE SCH. 40 SWEDGE COUPLINGS.
  - REMOVAL OF EXISTING SIGNAL EQUIPMENT IS CONSIDERED INCIDENTAL TO REMOVAL OF OBSTRUCTIONS.
  - RETAIN AND PROTECT EXISTING SIGNAL EQUIPMENTS UNLESS OTHERWISE NOTED, INCLUDING EXISTING ELECTRICAL SERVICE CABINET.
- CONSTRUCTION NOTES:**
- INSTALL NEW RADIO COMMUNICATION SYSTEM ON SIGNAL MAST ARM PER MANUFACTURER'S RECOMMENDATION.
  - INSTALL NEW VEHICLE DETECTION ON SIGNAL MAST ARM PER MANUFACTURER'S RECOMMENDATION. DETECTOR SHALL BE MOUNTED AND ORIENTED TOWARD APPROACH AS SHOWN ON PLAN, COORDINATE WITH CITY PRIOR TO MOUNTING AND ORIENTATION.
  - INSTALL NEW EMERGENCY VEHICLE PREEMPTION DETECTOR AND INDICATOR ON SIGNAL MAST PER MANUFACTURER'S RECOMMENDATION. DETECTOR SHALL BE MOUNTED AND ORIENTED TOWARD APPROACH AS SHOWN ON PLAN, COORDINATE WITH CITY PRIOR TO MOUNTING AND ORIENTATION.
  - REMOVE AND REPLACE EXISTING 3-SECTION SIGNAL HEADS AND PEDESTRIAN HEADS. REMOVE AND REPLACE EXISTING 4-SECTION SIGNAL HEADS AND PEDESTRIAN HEADS. SIGNAL HEADS TO BE INSTALLED TO MEET MOUNTING HEIGHT REQUIREMENTS AS PER SECTION 40.15 OF THE MUTCD 2009.
  - REMOVE AND REPLACE EXISTING LEFT TURN SIGNAL VEHICLE HEAD WITH NEW 4-SECTION VEHICLE HEAD W/ BACKPLATE AND 2" REFLECTIVE YELLOW TAPE. INCLUDE NEW BRACKETS, WIRING AND ANY APPURTENANCES/MODIFICATIONS REQUIRED FOR COMPLETE FUNCTION.
  - REPLACE EXISTING STREET SIGN WITH INTERNALLY ILLUMINATED LED STREET SIGN.
  - REMOVE AND REPLACE EXISTING CONTROLLER. INCLUDE ALL REQUIRED WIRING, APPURTENANCES, AND MODIFICATIONS REQUIRED FOR OPERATION AND INSTALLATION PER MANUFACTURER'S REQUIREMENTS.
  - REMOVE AND REPLACE EXISTING RED PUSH BUTTONS WITH AFS PUSH BUTTONS.



**SIGNAL HEAD SCHEDULE:**



**TRAFFIC LEGEND:**

- SIGNAL CABINET
- ⬇️ CONSTRUCTION NOTE
- ⬇️ SIGNAL HEAD
- ⬇️ PED HEAD
- ⬇️ STREET SIGN
- ⬇️ VEHICLE DETECTION UNIT
- ⬇️ EMERGENCY VEHICLE PREEMPTION (EVP) DETECTOR AND INDICATOR
- ⬇️ WIRELESS RADIO

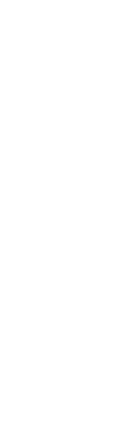
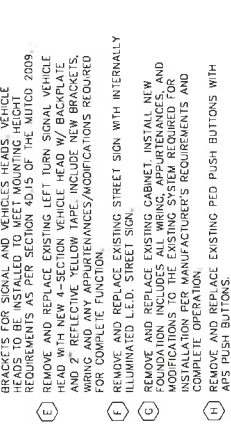


**GENERAL NOTES:**

1. ALL CONDUIT SHALL BE PAC SCH 80 AND ALL COUPLINGS SHALL BE SCH 80 SWEET COUPLINGS.
2. REMOVAL OF EXISTING SIGNAL EQUIPMENT IS CONSIDERED INCIDENTAL TO REMOVAL OF OBSTRUCTIONS.
3. RETAIN AND PROTECT EXISTING SIGNAL EQUIPMENT UNLESS OTHERWISE NOTED, INCLUDING EXISTING ELECTRICAL SERVICE CABINET.

**CONSTRUCTION NOTES:**

- A. INSTALL NEW RADIO COMMUNICATION SYSTEM ON SIGNAL MAST ARM PER MANUFACTURER'S RECOMMENDATION.
- B. INSTALL NEW VEHICLE DETECTION ON SIGNAL MAST ARM PER MANUFACTURER'S RECOMMENDATION. DETECTOR SHALL BE MOUNTED AND ORIENTED TOWARDS APPROACH AS SHOWN ON PLAN. COORDINATE WITH CITY PRIOR TO MOUNTING AND ORIENTATION.
- C. INSTALL NEW EMERGENCY VEHICLE PREEMPTION DETECTOR AND INDICATOR ON SIGNAL MAST ARM PER MANUFACTURER'S RECOMMENDATION. DETECTOR SHALL BE MOUNTED AND ORIENTED TOWARDS APPROACH AS SHOWN ON PLAN. COORDINATE WITH CITY PRIOR TO MOUNTING AND ORIENTATION.
- D. REMOVE AND REPLACE EXISTING 3-SECTION SIGNAL HEADS AND PEDESTAL HEADS. REMOVE AND REPLACE EXISTING HEADS TO BE INSTALLED TO MEET MOUNTING HEIGHT REQUIREMENTS AS PER SECTION 40.15 OF THE MUTCD 2009.
- E. REMOVE AND REPLACE EXISTING LEFT TURN SIGNAL VEHICLE HEAD WITH NEW 4-SECTION VEHICLE HEAD W/ BACKPLATE AND 2 REFLECTIVE YELLOW TAPE. INCLUDE NEW BRACKETS, AND 2 REFLECTIVE YELLOW TAPE. INCLUDE NEW BRACKETS FOR COMPLETE FUNCTION.
- F. REMOVE AND REPLACE EXISTING STREET SIGN WITH INTERNALLY ILLUMINATED L.E.D. STREET SIGN.
- G. REMOVE AND REPLACE EXISTING CABINET. INSTALL NEW FOUNDATION INCLUDES ALL WIRING, APPURTENANCES, AND MODIFICATIONS TO THE EXISTING SYSTEM REQUIRED FOR INSTALLATION. VERIFY MANUFACTURER'S REQUIREMENTS AND INSTALLATION ORDER PER MANUFACTURER'S REQUIREMENTS AND FOR COMPLETE FUNCTION.
- H. REMOVE AND REPLACE EXISTING PED PUSH BUTTONS WITH APS PUSH BUTTONS.



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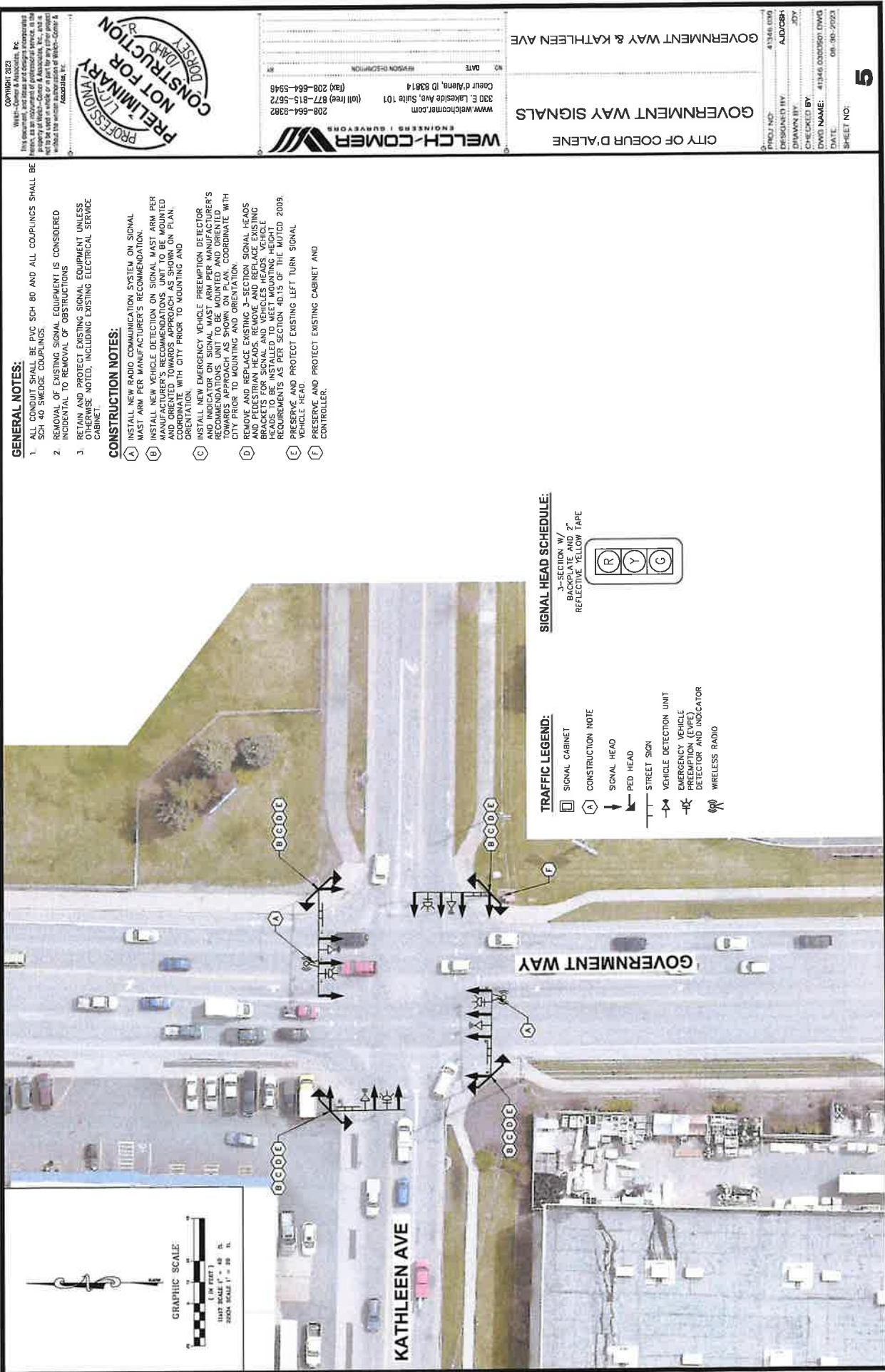
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Coeur d'Alene, ID 83814  
(cell) 877-815-5672  
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REVISION D-5/25/21/21

CITY OF COEUR D'ALENE  
GOVERNMENT WAY SIGNALS  
GOVERNMENT WAY & APPLEWAY AVE

PROJ. NO. 41346 03D  
DESIGNED BY AJD/GSP  
DRAWN BY JDY  
CHECKED BY  
DWG NAME 41346 03D0501 DWG  
DATE 08-30-2023  
SHEET NO. 3







**GENERAL NOTES:**

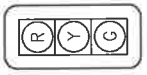
1. ALL CONDUIT SHALL BE PVC SCH 80 AND ALL COUPLINGS SHALL BE SCH 40 SWEDGE COUPLINGS.
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3. RETAIN AND PROTECT EXISTING SIGNAL EQUIPMENT UNLESS OTHERWISE NOTED, INCLUDING EXISTING ELECTRICAL SERVICE CABINET.

**CONSTRUCTION NOTES:**

- A. INSTALL NEW RADIO COMMUNICATION SYSTEM ON SIGNAL MAST ARM PER MANUFACTURER'S RECOMMENDATION.
- B. INSTALL NEW VEHICLE DETECTION OR SIGNAL MAST ARM PER MANUFACTURER'S RECOMMENDATION AND ORIENTED TOWARDS APPROACH AS SHOWN ON PLAN.
- C. COORDINATE WITH CITY PRIOR TO MOUNTING AND ORIENTATION.
- D. INSTALL NEW EMERGENCY VEHICLE PREEMPTION DETECTOR ON SIGNAL MAST ARM AS SHOWN ON PLAN. COORDINATE WITH CITY PRIOR TO MOUNTING AND ORIENTATION.
- E. REMOVE AND REPLACE EXISTING 3-SECTION SIGNAL HEADS WITH NEW 3-SECTION SIGNAL HEADS. PRESERVE AND PROTECT EXISTING BRACKETS FOR SIGNAL AND VEHICLE HEADS. VEHICLE HEADS TO BE INSTALLED TO MEET MOUNTING HEIGHT REQUIREMENTS AS PER SECTION 4D15 OF THE MUTCD 2009.
- F. PRESERVE AND PROTECT EXISTING LEFT TURN SIGNAL VEHICLE HEAD.
- G. PRESERVE AND PROTECT EXISTING CABINET AND CONTROLLER.

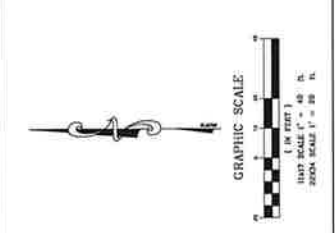
**SIGNAL HEAD SCHEDULE:**

3-SECTION W/  
BACKPLATE AND 2"  
REFLECTIVE YELLOW TAPE



**TRAFFIC LEGEND:**

- SIGNAL CABINET
- △ CONSTRUCTION NOTE
- ↓ SIGNAL HEAD
- ↙ PED HEAD
- STREET SIGN
- VEHICLE DETECTION UNIT
- EMERGENCY VEHICLE PREEMPTION (EVPE) DETECTOR AND INDICATOR
- Ⓜ WIRELESS RADIO



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Coeur d'Alene, ID 83814

CITY OF COEUR D'ALENE  
GOVERNMENT WAY SIGNALS  
GOVERNMENT WAY & KATHLEEN AVE

PROJ. NO.: 41346.DWG  
DESIGNED BY: AJD/CBH  
DRAWN BY: JCV  
CHECKED BY:  
DWG NAME: 41346.0302501.DWG  
DATE: 08-30-2023  
SHEET NO.: 9

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 www.welchcomer.com  
 NO DATE REVISION DESCRIPTION

**CITY OF COEUR D'ALENE**  
**GOVERNMENT WAY SIGNALS**  
 GOVERNMENT WAY & DALTON AVE  
 PROJECT NO: 41946 000  
 DESIGNED BY: AJD/CSH  
 DRAWN BY: JOY  
 CHECKED BY:  
 DWG NAME: 41346 000D501.DWG  
 DATE: 08-30-2023  
 SHEET NO: 9

**GENERAL NOTES:**

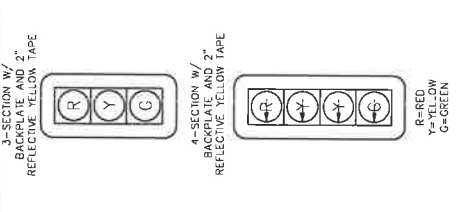
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**CONSTRUCTION NOTES:**

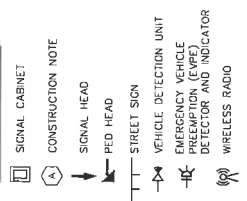
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- B. INSTALL NEW VEHICLE DETECTION ON SIGNAL MAST ARM PER MANUFACTURER'S RECOMMENDATIONS. UNIT TO BE MOUNTED AND ORIENTED TOWARDS APPROACH AS SHOWN ON PLAN. COORDINATE WITH CITY PRIOR TO MOUNTING AND ORIENTATION.
- C. REMOVE AND REPLACE EXISTING VEHICLE PREEMPTION DETECTOR AND INDICATOR ON SIGNAL MAST ARM PER MANUFACTURER'S RECOMMENDATIONS. UNIT TO BE MOUNTED AND ORIENTED TOWARDS APPROACH AS SHOWN ON PLAN. COORDINATE WITH CITY PRIOR TO MOUNTING AND ORIENTATION.
- D. REMOVE AND REPLACE EXISTING 3" SECTION SIGNAL LEAD W/ BACKPLATE AND 2" REFLECTIVE YELLOW TAPE PER MANUFACTURER'S RECOMMENDATIONS. VERIFY TAPING AND WIRING FOR COMPLETE FUNCTION.
- E. REMOVE AND REPLACE EXISTING LEFT TURN SIGNAL VEHICLE DETECTION ON SIGNAL MAST ARM PER MANUFACTURER'S RECOMMENDATIONS. VERIFY TAPING AND WIRING FOR COMPLETE FUNCTION.
- F. REMOVE AND REPLACE EXISTING STREET SIGN WITH INTERNALLY ILLUMINATED L.E.D. STREET SIGN.
- G. REMOVE AND REPLACE EXISTING CABINET. INSTALL NEW FOUNDATION, INCLUDES ALL WIRING, APPURTENANCES, AND APPLICABLE WIRING PER MANUFACTURER'S REQUIREMENTS AND INSTALLATION PER MANUFACTURER'S REQUIREMENTS AND COMPLETE OPERATION.
- H. REMOVE AND REPLACE EXISTING PED PUSH BUTTONS WITH APS PUSH BUTTONS.



**SIGNAL HEAD SCHEDULE:**



**TRAFFIC LEGEND:**







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 (fax) 208-664-5946

**CITY OF COEUR D'ALENE**  
**GOVERNMENT WAY SIGNALS**  
**GOVERNMENT WAY & HANLEY AVE**

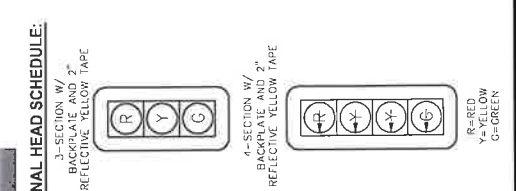
PROJECT NO: 41346-000  
 DESIGNED BY: A.J.C/SFH  
 DRAWN BY: JBY  
 CHECKED BY:  
 DWG NAME: 41346-000050.DWG  
 DATE: 08-26-2023  
 SHEET NO: 2

**GENERAL NOTES:**

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- REMOVE AND REPLACE EXISTING 3-SECTION SIGNAL HEADS AND PEDESTAL HEADS. REMOVE EXISTING PEDESTAL HEADS TO BE INSTALLED TO MEET MOUNTING HEIGHT REQUIREMENTS AS PER SECTION 4D.15 OF THE MUTCD 2009.
- REMOVE AND REPLACE EXISTING LEFT TURN SIGNAL VEHICLE HEAD WITH NEW 4-SECTION VEHICLE HEAD W/ BACKPLATE AND 2" REFLECTIVE YELLOW TAPE. INCLUDE NEW BRACKETS, DETECTOR AND INDICATOR. APPROACH AS SHOWN ON PLAN FOR COMPLETE FUNCTION.
- REMOVE AND REPLACE EXISTING CABINET. INSTALL NEW FOUNDATION. INCLUDES ALL WIRING, APPURTENANCES, AND MODIFICATIONS TO THE EXISTING SYSTEM REQUIRED FOR INSTALLATION PER MANUFACTURER'S REQUIREMENTS AND APPROVED BY THE CITY.
- REMOVE AND REPLACE EXISTING PED PUSH BUTTONS WITH APPS PUSH BUTTONS.



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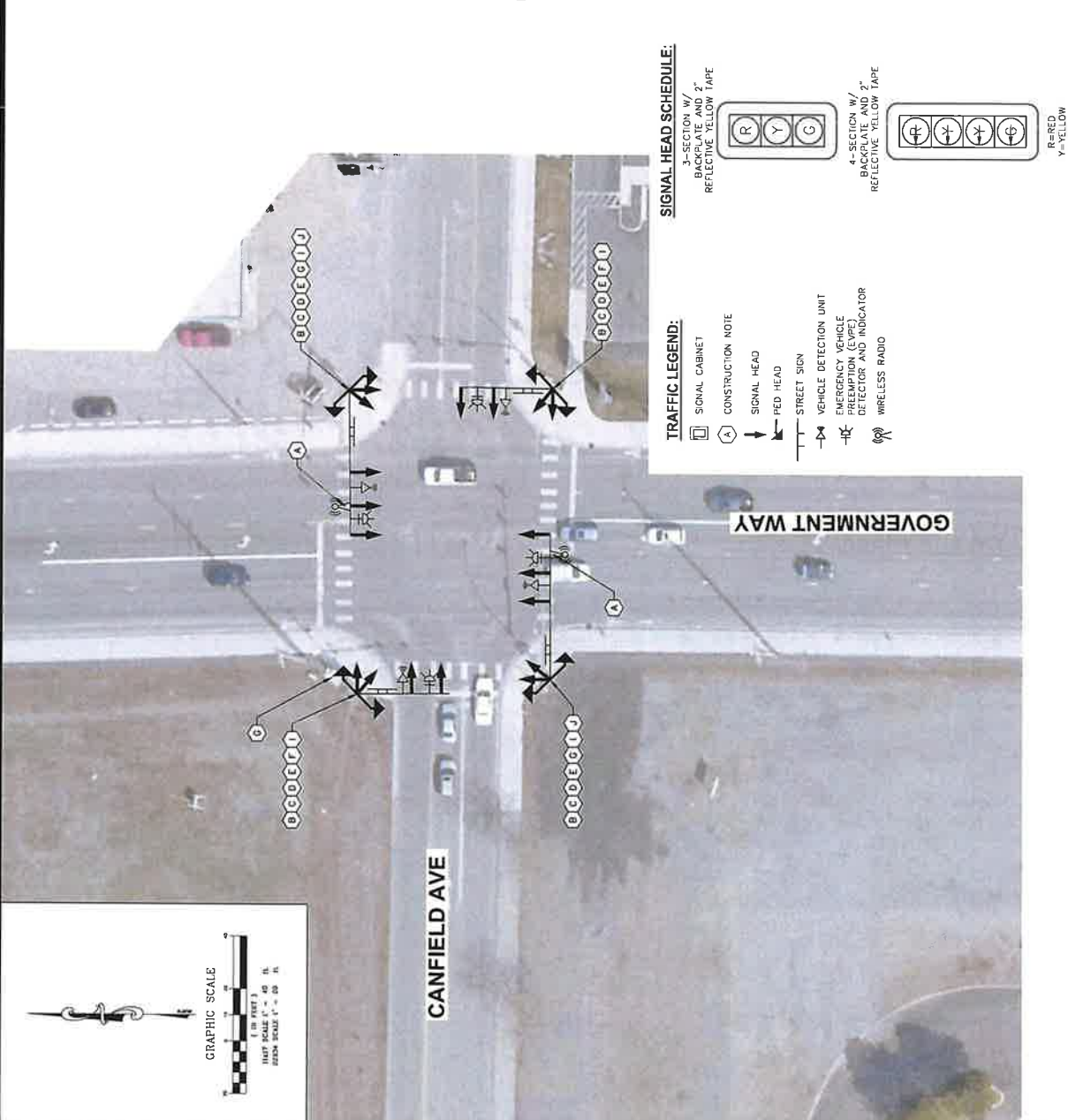
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**GENERAL NOTES:**

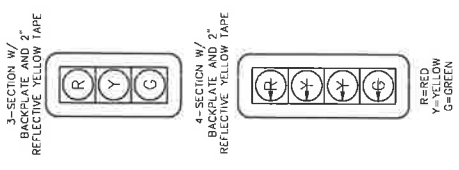
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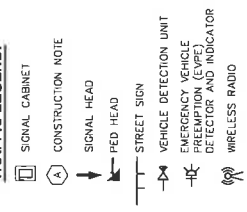
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- REMOVE AND REPLACE EXISTING 4-SECTION LEFT TURN SIGNAL VEHICLE HEAD WITH NEW 4-SECTION VEHICLE HEAD W/ BACKPLATE AND 2" REFLECTIVE YELLOW TAPE. INCLUDE NEW APPURTENANCES/MODIFICATIONS REQUIRED FOR COMPLETE FUNCTION.
- REMOVE AND REPLACE EXISTING STREET SIGN WITH INTERNALLY ILLUMINATED L.E.D. STREET SIGN.
- PRESERVE AND PROTECT EXISTING CABINET AND CONTROLLER.
- REMOVE AND REPLACE EXISTING PED PUSH BUTTONS WITH APS PUSH BUTTONS.
- REMOVE AND REPLACE EXISTING POLE MOUNTED LEFT TURN SIGNAL VEHICLE HEAD WITH NEW 4-SECTION VEHICLE HEAD W/ BACKPLATE AND 2" REFLECTIVE YELLOW TAPE. INCLUDE NEW APPURTENANCES/MODIFICATIONS REQUIRED FOR COMPLETE FUNCTION.



**SIGNAL HEAD SCHEDULE:**



**TRAFFIC LEGEND:**







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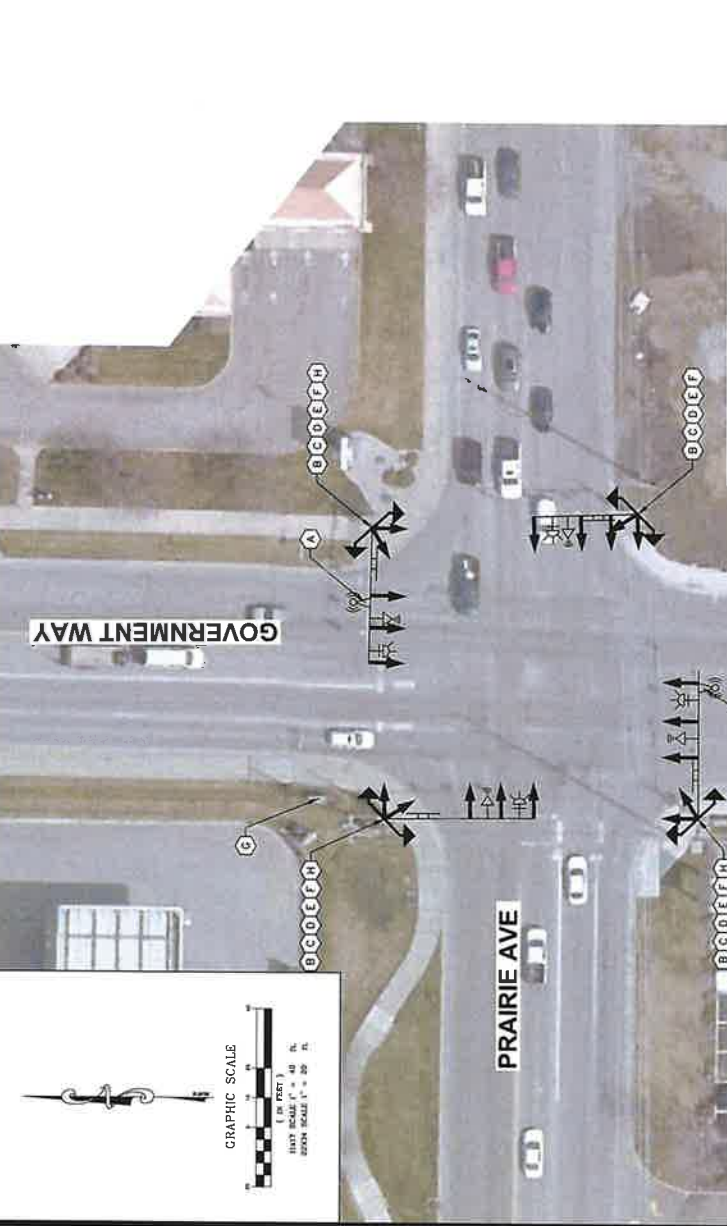
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 (cell) (ree) 877-815-5672

**CITY OF COEUR D'ALENE**  
**GOVERNMENT WAY SIGNALS**  
**GOVERNMENT WAY & PRAIRIE AVE**

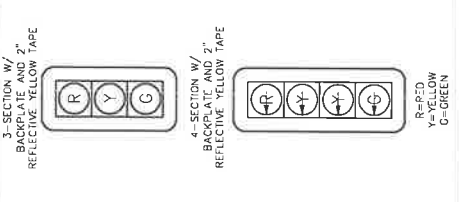
PROJECT NO: 41346-000  
 DESIGNED BY: AJD/CSH  
 DRAWN BY: JJOY  
 CHECKED BY:  
 DWG NAME: 41346-030DS01.DWG  
 DATE: 08-30-2023  
 SHEET NO: **10**

- GENERAL NOTES:**
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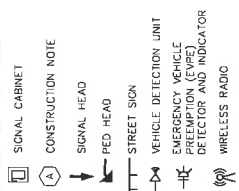
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  - REMOVE AND REPLACE EXISTING LEFT TURN SIGNAL VEHICLE HEAD WITH NEW 4-SECTION VEHICLE HEAD W/ BACKPLATE AND 2" REFLECTIVE YELLOW TAPE. VERIFY HEIGHT REQUIREMENTS, WIRING AND ANY APPURTENANCES/MODIFICATIONS REQUIRED FOR COMPLETE FUNCTION.
  - REMOVE AND REPLACE EXISTING STREET SIGN WITH INTERNALLY ILLUMINATED L.E.D. STREET SIGN.
  - REMOVE AND REPLACE EXISTING CABINET, INSTALL NEW FOUNDATION, INCLUDES ALL WIRING, APPURTENANCES, AND MODIFICATIONS TO THE EXISTING SYSTEM REQUIRED FOR COMPLETE OPERATION. VERIFY MANUFACTURER'S REQUIREMENTS AND COMPLETE OPERATION.
  - REMOVE AND REPLACE EXISTING PED PUSH BUTTONS WITH APS PUSH BUTTONS.



**SIGNAL HEAD SCHEDULE:**



**TRAFFIC LEGEND:**



# Supplement 1

## Scope of Work

### 1. Specific Project Data

- 1.1. SUPPLEMENT: This work is a supplement to the Government Way Funding & Signal Upgrade dated August 15, 2023.
- 1.2. TITLE: Government Way Funding & Signal Upgrade (Final Design, Bid, and Construction Phase Services)
- 1.3. DESCRIPTION: CITY desires to finalize the design, publicly bid the project, and construct the improvements at 10 intersections along the Government Way corridor. Improvements are generally described as traffic signal and pedestrian ramp upgrades at the following intersections:

Harrison Avenue	Dalton Avenue
Ironwood Drive	Hanley Avenue
Appleway Avenue	Canfield Avenue
Neider Avenue	Wilbur Avenue
Kathleen Avenue	Prairie Avenue

### 2. Services of CONSULTANT: CONSULTANT will perform the services for each service phase identified below after receiving authorization to proceed from CITY for each service phase.

#### 2.1. Final Design Phase:

##### A. Project Management & General Project Administration:

1. Client Coordination & Meetings: CONSULTANT will meet with the CITY either in person or via video conference on a monthly basis to provide updates, review progress, and troubleshoot challenges. CONSULTANT will also be available to present at one (1) City Council meeting at the request of the CITY. Provide up to six (6) project status memos to the City Engineer director during the design.
2. This task involves management tasks such as: budget control, schedule management, invoicing, file setup & management, and internal design team coordination.

##### B. Subconsultant Management & Coordination:

1. Manage traffic data collection and traffic analysis subconsultants to ensure they are provided critical information, adhering to the project schedule, and producing the necessary products. CONSULTANT will also review all reports and recommendations from the subconsultants prior to submittal to the CITY.

##### C. Preliminary Design Comments: Address design review comments provided by the CITY.

##### D. Traffic Signal Upgrades: CONSULTANT will finalize signal updates started during the preliminary design phase. Improvements differ at each intersection but generally include new cabinets, controllers, radios, detection, yellow backlights, LED bulb upgrades, backlist street signs, wire for flashing yellow, new emergency pre-emption, pedestrian heads, and push buttons.

##### E. Traffic Counts: CONSULTANT will gather video traffic counts at all ten (10) intersections during multiple seasons as described below:

1. Times and Locations:
  - Typical (April): 7-day Bi-directional ADT Tube Counts Three (3) locations
  - Typical (April): 2-hour peak period Intersection TMCs (weekday AM, Midday, & PM) – Ten (10) Intersections
  - Typical (April): 2-hour peak period Intersection TMCs (weekend) – Ten (10) intersections
  - Summer (July): 7-day Bi-directional ADT Tube Counts – Three (3) locations
  - Summer (July): 2-hour peak period Intersection TMCs (weekday AM, Midday, & PM) – Ten (10) intersections
  - Summer (July): 2-hour peak period Intersection TMCs (weekend) – Ten (10) intersections
  - Fair: 1st Week - Fri-Mon Intersection TMCs at Kathleen – Ten (10) intersections
  - Fall (October): 7-day Bi-directional ADT Tube Counts – Three (3) locations
  - Fall (October): 2-hour peak period Intersection TMCs (weekday AM, Midday, & PM) – Ten (10) intersections
  - Fall (October): 2-hour peak period Intersection TMCs (weekend) – Ten (10) intersections
2. CONSULTANT will share counts with City and traffic analysis subconsultant CONSULTANT and subconsultant will analyze the counts to confirm which coordination plans should be completed and share recommendations with the City. Below are the plans that are assumed. Optional plans will be selected as necessary after analysis of the traffic data:
  - Typical Weekday AM & PM peak periods (two (2) plans, ten (10) signals)
  - Summer Weekday AM & PM peak periods (two (2) plans, ten (10) signals)
  - Typical Midday/Offpeak
  - Free Plan (evenings)
  - Optional: Additional Midday/Offpeak
  - Optional: Typical Weekend peak period (one (1) plan, ten (10) signals)
  - Optional: Summer Weekend peak period (one (1) plan, ten (10) signals)
  - Optional: Fair Plan - (1 plan, 10 signals)
  - Please see attached Iteris Scope of Work (Exhibit A) for traffic details.
  - *Optional* timing plans may be added via supplement agreement.

F. Synchro Models

1. CONSULTANT will generate Synchro files for each coordination plan determined to be necessary from the previous task.
2. CONSULTANT will share the Synchro files with subconsultant for Q/C.

G. Signal Coordination Plans:

1. Once the base Synchro files have been finalized, subconsultant will adjust the models based on their signal coordination expertise and produce final Coordination Plans.
2. CONSULTANT and subconsultant will present the CITY with the recommended signal coordination plans.

H. ADA Pedestrian Ramps: Finalize the design of all pedestrian ramps requiring an upgrade. Design will be horizontal detail only and be located on aerial images. City standard details will be provided as necessary. It is assumed 22 existing ramps will require upgrade.

I. Construction Specifications: Develop contract specifications and special provisions in accordance with City of Coeur d'Alene and ISPWC.

J. Opinion of Probable Cost: Provide CONSULTANT's opinion of construction cost based on recent industry pricing and the CONSULTANT's understanding of the bidding environment.

K. Deliverable(s)

1. Draft and Final technical memo summarizing recommendations for updates to basic timing parameters.
2. Draft and Final existing conditions Synchro models for each peak period
3. Memo on initial signal grouping and cycle length recommendation
4. Draft and Final optimized signal timing plans for each peak period in Synchro network files
5. Implementation-ready timing sheets
6. Final Synchro models and timing sheets for all developed plans
7. Before and After travel time results
8. Draft and Final technical memo summarizing project results
9. Final Construction Plans
10. Final Special Provisions
11. Final Cost Estimate
12. Electronic copies of Plans, Special Provisions, and Estimate
13. Recommended Coordination Plan Report

2.2. Bid Phase Services:

A. After acceptance by CITY of the Bidding Documents and the most recent Opinion of Probable Construction Cost as determined in the Design Phase, and upon written authorization by CITY to proceed, CONSULTANT shall:

1. Assist CITY in advertising for and obtaining bids for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued.
2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
3. Consult with CITY as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.
4. Conduct the pre-bid presentation/walk-through with potential Contractors.
5. Attend and assist the CITY during the bid opening. CONSULTANT will prepare Bid tabulation, assist CITY in evaluating Bids or proposals, and in assembling and awarding contracts for the Work.

B. The Bidding will be considered complete upon award of contract.

2.3. Construction Phase Services (CPS)

A. Upon successful completion of the project bidding phase and written authorization from CITY, CONSULTANT shall assist the CITY and perform the following Construction Phase Services:

B. General Administration of Construction Contract: Consult with CITY and act as CITY's Engineering representative.

C. Pre-Construction Conference: Facilitate a Pre-Construction Conference prior to commencement of work at the site.

- D. Construction Surveying: No formal construction surveying is anticipated.
- E. Site Visits and Construction Observation: The CONSULTANT will provide the following:
  - 1. Make as needed visits to the Site or at least twice per week during various stages of construction. Full-time construction observation will not be provided.
  - 2. Signal Timing & Coordination: CONSULTANT and subconsultant will work with CITY's staff to time the signals for the peak hour condition.
- F. Contract Administration
  - 1. Contractor's Completion Documents: Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract to obtain final payment. The extent of such CONSULTANT's review will be limited as established in this Agreement. CONSULTANT shall transmit these documents to CITY.
  - 2. Review Contractor's material submittals in comparison to the contractor documents.
  - 3. Assist with Field Orders, Work Change Directives, and Change Orders. Any changes to the contract will be at the direction of the CITY.
  - 4. Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult the CITY concerning acceptability.
  - 5. Attend meetings with CITY and Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
  - 6. Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with recommendations to CITY.
  - 7. Payment Request: Review Applications for Payment with Contractor and CITY's field representative for compliance with the established procedure for their submission and forward with recommendations to CITY, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.
  - 8. Participate in a final inspection in the company of the CITY and Contractor and prepare a final list of items to be completed or corrected.
  - 9. Assist CITY in producing "punchlist" of items yet to be completed and observe whether all items on list have been completed or corrected. Make recommendations to CONSULTANT concerning acceptance and issuance of the Notice of Acceptability of the work.
- A. Clarifications and Interpretations: Issue necessary clarifications and interpretations of the Contract as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract.
- B. Substantial Completion: CITY will determine when Substantial Completion is achieved. The CONSULTANT will assist the CITY in producing a Substantial Completion letter to the Contractor.
- C. Final Notice of Acceptability of the Work. CITY will determine when final completion is achieved by the Contractor.
- D. Duration of Construction Phase: The scope of services and associated estimation of man-hours and expenses that established the CONSULTANT's budget are based upon a



construction contract period of approximately 6 months. It is also based on CONSULTANT spending an average of 20 hours per week administering construction. The CONSULTANT shall additionally participate within a one-year warranty walk-through of the project and compile and issue a letter to the Contractor of any deficiencies identified as part of the warranty walk-through.

**3. Payments to CONSULTANT for Services**

3.1. CITY shall pay CONSULTANT as follows:

Task	Fee Amount	Fee Type
Final Design Phase Services	\$ 342,000	Lump Sum
Bid Phase Services	\$ 10,000	Lump Sum
Construction Phase Services	\$ 98,000	Hourly
<b>Total</b>	<b>\$ 450,000</b>	

- A. The Lump Sum portion of the compensation amount billed monthly for CONSULTANT's Services will be based upon CONSULTANT's estimate of the percentage of the total Services completed during the billing period.
- B. CONSULTANT may alter the distribution of compensation between individual phases of the work to be consistent with services rendered but shall not exceed the total estimated compensation amount unless approved in writing by CITY.
- C. Subconsultant fees are included in the CONSULTANT'S fees.

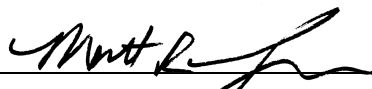
**4. Approval and Acceptance**

4.1. Approval and Acceptance of this Supplement shall incorporate this document as part of the Agreement. CONSULTANT is authorized to begin performance upon its receipt of a copy of this Task Order signed by CITY.

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

**CONSULTANT**  
WELCH COMER & ASSOCIATES, INC.

By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By:  \_\_\_\_\_  
Name/Title: Matthew R. Gillis, P.E., Vice President  
Date: 03/12/2024

Attest:

\_\_\_\_\_  
Renata McLeod, City Clerk

This is **Appendix 1 to EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 2024.

## **Standard Hourly Rates Schedule**

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### *A. Standard Hourly Rates:*

Standard Hourly Rates are set forth in this Appendix 1 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit. The Standard Hourly Rates Schedule will be adjusted annually to reflect equitable changes in the compensation payable to Engineer per Exhibit C.

The Standard Hourly Rates apply only as specified in Article C2.

### *B. Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

Special Services	\$275.00/hour
Special Services – Accounting	\$175.00/hour
Expert Witness	300.00/hour
Public Involvement Specialist	125.00/hour
Principal Engineer III	295.00/hour
Principal Engineer II	285.00/hour
Principal Engineer I	280.00/hour
Sr. Project Manager	220.00/hour
Project Manager	200.00/hour
Engineer VII	260.00/hour
Engineer VI	195.00/hour
Engineer V	185.00/hour
Engineer IV	175.00/hour
Engineer III	155.00/hour
Engineer II	145.00/hour
Engineer I	135.00/hour
Engineering Assistant	80.00/hour
Sr. Engineer Tech III	140.00/hour
Sr. Engineer Tech II	135.00/hour
Sr. Engineer Tech I	120.00/hour
Engineering Technician	110.00/hour
Environmental Scientist	125.00/hour
Survey Manager	240.00/hour
Professional Land Surveyor II	190.00/hour
Professional Land Surveyor I	185.00/hour
Crew Chief II	130.00/hour
Crew Chief I	125.00/hour
Crew Member	110.00/hour
Survey Technician II	125.00/hour
Survey Technician I	120.00/hour
GIS Manager	155.00/hour
GIS Technician II	120.00/hour
GIS Technician I	105.00/hour
Engineering Designer I	145.00/hour
Cad Technician IV	135.00/hour
Cad Technician III	115.00/hour
Cad Technician II	110.00/hour
Cad Technician I	105.00/hour
Sr. Project Administrator	120.00/hour
Project Administrator	100.00/hour
Sr. Administrative Assistant	80.00/hour
Administrative Assistant	70.00/hour
No Charge Services	0.00/hour

**Reimbursable Expenses Schedule**

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Reimbursable Expenses will be adjusted annually to reflect equitable changes in the compensation payable to Engineer per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

Letter/Legal Size Copies/Impressions (B/W)	\$0.10/page
Double Sided Letter & Legal Size Copies/Impressions (B/W)	\$0.13/page
Double Sided Letter & Legal Size Copies/Impressions (Color)	\$0.99/page
Ledger Size Copies/Impressions (B/W)	\$0.20/page
Double Sided Ledger Size Copies/Impressions (B/W)	\$0.25/page
Double Sided Ledger Size Copies/Impressions (Color)	\$1.03/page
Cardstock Copies/Impressions (B/W)	\$0.31/page
Letter/Legal Cardstock Copies/Impressions (Color)	\$0.99/page
Ledger Size Copies/Impressions (Color)	\$1.98/page
Color Transparency	\$2.49/page
Plot on Paper B&W (18" x 24")	\$0.90/sheet
Plot on Paper Color (18" x 24")	\$4.50/sheet
Plot on Paper B&W (18" x 27 ")	\$0.90/sheet
Plot on Paper Color (18" x 27 ")	\$4.50/sheet
Plot on Photo Paper/Mylar (18" x 27")	\$8.25/sheet
Plot on Paper B&W (22" x 34")	\$1.80/sheet
Plot on Paper Color (22" x 34")	\$9.00/sheet
Plot on Paper B&W (22" x 36")	\$1.80/sheet
Plot on Paper Color (22" x 36")	\$9.00/sheet
Plot on Paper B&W (24" x 36")	\$1.80/sheet
Plot on Paper Color (24" x 36")	\$9.00/sheet
Plot on Paper B&W (30" x 42")	\$2.70/sheet
Plot on Paper Color (30" x 42")	\$13.50/Sheet
Plot on Paper B&W (34" x 44")	\$3.30/sheet
Plot on Paper Color (34" x 44")	\$16.50/sheet
Plot on Paper B&W (36" x 48")	\$3.60/sheet
Plot on Paper Color (36" x 48")	\$18.00/sheet
Plot on Paper B&W (36" x 120")	\$9.00/sheet
Plot on Paper Color (36" x 120")	\$45.00/sheet
Mileage (auto)	\$0.585/Mile
Ortho Rectified Aerial Image	\$1,000/each
GPS Per Hour Billing	\$30.00/hour
GPS Per Hour Billing – Base and Rover	\$60.00/hour
Robotics Hourly Billing- 2 Man	\$35.00/hour
Robotics Hourly Billing – 1 Man	\$60.00/hour
Digital Level	\$15.00/hour
Water Pressure Recorder	\$35.00/day
Meals and Lodging	Per Diem Rate
Pix4D Survey Software	\$200.00/each
Virtual Surveyor Software	\$20.00/hour



## City of Coeur d'Alene Government Way Signal Coordination

Iteris is pleased to submit this proposed scope of work and fee in response to the Welch Comer Engineering's request to provide professional services for the development of signal coordination plans as part of the Government Way Signal Synchronization project. In general, our work scope covers the development of coordinated signal timing plans for the following 10 traffic signals on Government Way:

1. N. Government Way and Prairie Avenue
2. N. Government Way and Wilbur Avenue
3. N. Government Way and W. Canfield Avenue
4. N. Government Way and Hanley Avenue
5. N. Government Way and Dalton Avenue
6. N. Government Way and Kathleen Avenue
7. N. Government Way and W. Neider Avenue/Lunceford Lane
8. N. Government Way and Appleway Avenue
9. N. Government Way and Ironwood Drive/Annie Drive
10. N. Government Way and W. Harrison Avenue

## SCOPE OF WORK

The following scope of work is written to support the current design phase, future construction phase, and post-construction phase of development along Government Way.

### TASK 1: PROJECT MANAGEMENT

This task would consist of project administrative functions, which generally include all administrative tasks required to initiate the project contract: establish the project accounting protocols, establish invoicing procedures, and perform regular financial tracking, reporting, and invoicing. Other administrative functions include monitoring staff effort on project tasks, directing staff effort on specific tasks, and project communications (e.g., emails, phone calls).

#### *Deliverables:*

- Monthly progress reports and invoices.

### TASK 2: DATA COLLECTION (DESIGN PHASE SUPPORT)

#### **Subtask 2.1: Existing Conditions Assessment**

As part of this task, Iteris will coordinate with Welch Comer Engineering, and the City of Coeur d'Alene to collect any existing speed survey data and as-built plans (this includes new design plans being prepared by Welch Comer). After receiving the provided documents and files, Iteris will thoroughly analyze the corridor and each intersection's characteristics to ensure that timing parameters, signal operation, and lane geometry are a direct reflection of existing conditions. Where there is a question of the validity of the information provided, Iteris will conduct a thorough field review to verify any additional information needed. Gathering up to date information will ensure that all the documents provided are accurate for the success of the project.

#### **Subtask 2.2: Field Review and Observations**

Prior to starting any signal coordination project, understanding the project corridor and each intersection's characteristics as well as their surrounding areas and land use is vital to the success of the signal coordination

project. To obtain such an understanding, Iteris will conduct a thorough field review of the project area. Iteris will identify critical information, including reviewing the ten (10) intersections for heavy vehicle, high pedestrian or bicyclist volumes, over-saturated movements at intersections, uneven lane distribution, high volume intersections, and any high volume un-signalized intersections along the project corridor to gauge the impact on signal progression. Iteris will review and document the following:

- Detection type (loops, video) and preemption devices
- Signal phasing (diagram, protected/permitted, lead/lag, split, and overlaps)
- Lanes (configuration, geometry, storage length, width, drops/adds, curb to curb distances)
- Land use (businesses, retail, residential, schools, recreational)
- Posted speed limits
- Traffic conditions and traffic patterns (especially locations with long queues)
- Turning or movement restrictions at intersections

### Subtask 2.3: Review of Basic Timing Parameters

As part of this task, Iteris will review the local timing parameters for each study intersection to identify opportunities to enhance safety and to minimize delay during non-coordinated periods. The basic timing parameters must always be reviewed to ensure that all parameters meet the latest standards and guidelines. The basic timing settings that will be reviewed include pedestrian clearance timings. All timing parameter comparisons to the FHWA MUTCD, ITD MUTCD Supplementary Guidance, ITE guidelines, and IDAPA timing parameter preferences and the resulting recommendations will be presented to the City for approval.

- *Minimum and Bicycle Green Time:* Iteris will compare the existing value with the value based on guidance documents timing parameter preferences.
- *Yellow Change Interval Time:* Iteris will compare the existing value with the value specified in the FHWA MUTCD and ITD Traffic Manual (Idaho Supplementary Guidance to the MUTCD) and any timing parameter preferences taking into account the posted speed limit and the measured 85th percentile speed of each approach.
- *Red Clearance Interval Time:* Iteris will compare the existing value with the FHWA MUTCD and ITD Traffic Manual (Idaho Supplementary Guidance to the MUTCD) timing parameter preferences.
- *Walk Interval Time:* Iteris will compare the existing value with the value specified the FHWA MUTCD and ITD Traffic Manual (Idaho Supplementary Guidance to the MUTCD) timing parameter preferences.
- *Pedestrian Change (Flashing Don't Walk) Time:* Iteris will compare the existing value with the value specified in the FHWA MUTCD and ITD Traffic Manual (Idaho Supplementary Guidance to the MUTCD) timing parameter preferences and measured crosswalk distances.

Any phase timing parameter changes will be used in **Task 3** for the development of optimized coordinated timing plans.

### Subtask 2.4: Evaluation of Traffic Counts

Iteris will coordinate with Welch Comer to review the collected count data to determine what time periods we would recommend for signal coordination. Additionally, Iteris will review and QC the network model spreadsheet provided to Iteris by Welch Comer.

### Subtask 2.5: Synchro Model Development

Iteris will review and update (as necessary) Synchro (version 11 or higher) network files provided by Welch Comer for the project corridor. The project corridor will be created based on geographic location utilizing a roadway shapefile or City specified background, if available. Synchro networks will be based on designed field



conditions and existing signal timing data. Information, data, and observations from the field review and data collection task will be used to calibrate/validate the Synchro models developed for the project corridor.

Synchro files will be created for each of the following time periods:

- Typical Weekday AM & PM peak periods (2 plans, 10 signals)
- Summer Weekday AM & PM peak periods (2 plans, 10 signals)
- Mid-Day/Off-Peak period (1 plan, 10 signals)

#### *Assumptions:*

- It is assumed that all current traffic counts necessary for the development of optimized signal coordination plans will be provided by Welch Comer Engineering. This will include peak period intersection turning movement counts at each project intersection. It is assumed that this count data will be provided for all peak periods for the proposed and optional signal coordination plans that will be reviewed.

#### *Deliverables:*

- Draft and Final technical memo summarizing recommendations for updates to basic timing parameters
- Draft and Final existing conditions Synchro models for each peak period

## TASK 3: DEVELOP SIGNAL COORDINATION PLANS (CONSTRUCTION PHASE)

### **Subtask 3.1: Develop Optimized Coordination Timing Plans**

Iteris will use the baseline Synchro models developed in the previous task along with Iteris' understanding of field conditions to develop optimized signal timing for each of the following time periods for the 10 signalized intersections along the project corridor:

- Typical Weekday AM & PM peak periods (2 plans, 10 signals)
- Summer Weekday AM & PM peak periods (2 plans, 10 signals)
- Mid-Day/Off-Peak period (1 plan, 10 signals)
  - *As a note, during the review of the count data it will be determined if this coordination plan will be based on the typical time period or the summer time period.*
  - *It will also be determined if the coordination plan needs to include all 10 signals, or if some signals can run free and only a section of the corridor will be coordinated.*
- Free Plan (evenings)
- **OPTIONAL PLANS (To be scoped with the City after review of count data):**
  - Additional Mid-day/Off-peak period (1 plan, 10 signals)
  - Typical Weekend peak period (1 plan, 10 signals)
  - Summer Weekend peak period (1 plan, 10 signals)
  - Fair Plan (1 plans, 10 signals)

Prior to developing final timing plans, Iteris will develop preliminary cycle lengths and signal groupings based on traffic patterns, the critical cycle length per intersection (or the lowest common cycle length at which the intersection can operate), and the optimal common cycle length for a group of signalized intersections. Preliminary cycle lengths and groupings will be presented to the City for comment and approval. With City approval, further detailed analysis (i.e. split timings, phase sequence order, offsets, etc.) will then be conducted.

#### *Deliverables:*

- Memo on initial signal grouping and cycle length recommendation
- Draft and Final optimized signal timing plans for each peak period in Synchro network files

## TASK 4: SIGNAL TIMING IMPLEMENTATION (POST-CONSTRUCTION PHASE)

### Subtask 4.1: Signal Timing Implementation

Upon completion of the analysis and optimization described in **Task 3**, timing values will be populated onto timing sheets for each intersection and implementation by Iteris at each traffic signal controller. Once deployed, Iteris will verify that new timing plans are running without errors and that each peak period timing plan is running in the field before the start of the fine-tuning effort. Although modern optimization software produces reasonable coordination plans, observation and fine-tuning of the plans under field conditions are crucial to achieving the best possible coordinated flows along the corridor. Special attention will be given to the interaction of cross-corridors, queuing in left turn pockets, platoon arrivals, crossing arterials and minor streets, and times when each peak begins and ends.

Based on the observations during field fine tuning, adjustments to 1) offsets and phase sequence can be made to maximize progression bandwidth, 2) individual phase splits to meet actual demand, and 3) time when each coordinated plan begins and ends can be made. Upon completion of the field fine-tuning, Iteris will revise the signal timing sheets and update the Synchro models and deliver the final timing plan to the City.

#### *Deliverables:*

- Implementation-ready timing sheets
- Final Synchro models and timing sheets for all developed plans

### Subtask 4.2: Pre/Post Evaluation

As part of this task, Iteris will perform “before” and “after” project analysis by conducting travel time studies using the floating-car method for the study corridor during the weekday and weekend. “Before” travel time studies using a GPS unit and travel time software will be used to drive the project corridor and gather existing travel times and delays along the corridor. These travel runs will be used to validate existing conditions data in addition to conducting comparisons to the “after” travel time studies.

Upon City approval of the fine-tuned timing plans, the “after” studies will then be completed to evaluate the improvements of the synchronization plans. Travel time runs will be conducted during the same times and days in order to ensure the comparisons are being measured under similar conditions. Iteris will conduct, collect, and document a minimum of five (5) floating car travel time surveys per direction, per peak period. The data generated from the travel time software will include travel time, travel speed, and delay. Travel time studies will be collected for the three weekday (AM, Mid-day/off-peak, and PM) and one weekend peak period.

A technical memo will be prepared to summarize the results of the performance measures. The before and after floating car travel time runs results will be used to evaluate the benefits of the signal coordination project. The memo will document and develop a comparison of the before and after results and summarize a comparison of MOE elements including travel time, average speed, delay, and total stops.

#### *Deliverables:*

- “Before” and “After” travel time results
- Draft and Final technical memo summarizing project results

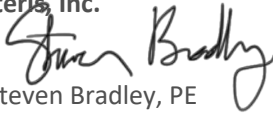
## PROPOSED FEE

Iteris proposes to provide the above outlined scope and associated services for a lump sum fee of **\$109,608** as summarized in the following table.

If optional coordination plans are determined during the review of count data, these will be completed and scoped in an amendment to this proposal.

	David Huynh	Jennifer Emerson-Martin	Shruti Shrivastava	Kasra Raifee	TOTAL HOURS	TOTAL LABOR COST	ODC
Fully Loaded Hourly Rate	\$332	\$267	\$215	\$122			
Task 1 - Project Management and Kick Off	0	12	0	0	12	\$3,204	\$0
Task 2 - Data Collection (Design Phase Support)	14	8	120	132	274	\$48,688	\$4,000
Task 3 - Develop Signal Coordination Plans (Construction Phase)	24	4	50	50	128	\$25,886	\$0
Task 4 - Signal Timing Implementation (Post-Construction Phase)	6	8	40	91	145	\$23,830	\$4,000
<b>Subtotal Labor</b>						<b>\$101,608</b>	
<b>Subtotal ODC's</b>							<b>\$8,000</b>
<b>Combined Total</b>							<b>\$109,608</b>

Sincerely,  
Iteris, Inc.



Steven Bradley, PE  
Regional Vice President  
Consulting Solutions

**CITY COUNCIL  
STAFF REPORT**

**DATE:** MARCH 11, 2024  
**FROM:** CHRIS BOSLEY – CITY ENGINEER  
**SUBJECT:** ACCEPTANCE OF THE IDEQ PLANNING AND OSG GRANT SUBAWARD

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**DECISION POINT:** Should Council accept the IDEQ Planning and OSG Grant subaward?

**HISTORY:** The City submitted a Letter of Interest to the Idaho Department of Environmental Quality (“IDEQ”) in January of 2023 for a Planning and Sewer Overflow and Stormwater (OSG) Grant. In September, the City was notified that our Letter of Intent was accepted and we were invited to formally apply for the OSG grant. The City submitted an application in November of 2023 and we were notified on February 27, 2024, that the funding has been awarded through this IDEQ subaward. The goal of this grant money is to identify a solution to eliminate stormwater discharging into the sanitary sewer system on N. Hill Drive near Ponderosa golf course. Because this stormwater system is located in a low spot, is near the City limits, and is not near other stormwater infrastructure, a creative solution must be found. This stormwater connection to the City’s sanitary sewer is the last known connection after the elimination of two others in the past couple years. HMH Engineers was retained in November 2023 to identify and design a solution that can be cost-effectively implemented using Drainage Utility funds. Their contract was approved by City Council on November 21, 2023, for this subaward.

**FINANCIAL ANALYSIS:** The cost for HMH Engineering’s services is \$34,450.00, of which \$31,005.00 will be funded through the IDEQ grant. The remaining amount is budgeted for under Professional Services within the Drainage Utility budget.

**PERFORMANCE ANALYSIS:** Acceptance of this award will enable HMH to begin analysis and planning for construction next summer.

**DECISION POINT/RECOMMENDATION:** Council should accept the IDEQ Planning and OSG Grant subaward in the amount of \$31,005.00.

**PROFESSIONAL SERVICES AGREEMENT**  
**for**  
**PONDEROSA DRAINAGE PROJECT**

THIS Professional Services Agreement is made and entered into this 21st day of November, 2023, 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 **HMH, LLC d/b/a HMH ENGINEERING**, a limited liability company duly organized and existing in the state of Idaho, with its principal place of business at 3882 N. Schreiber Way, Ste. 104, Coeur d'Alene, Idaho, hereinafter referred to as the "**CONSULTANT**."

WITNESSETH:

WHEREAS, in compliance with State law and the **CITY**'s policies, the **CONSULTANT** has been selected to perform professional services on the basis of qualifications and demonstrated competence; and

WHEREAS, it was deemed to be in the best interests of the **CITY** to retain the **CONSULTANT**; and

WHEREAS, the **CONSULTANT** and the **CITY** have reached this Agreement to analyze and develop construction documents to remove stormwater connections to sanitary sewer along N Hill Drive, hereinafter referred to as the "**Work**," according to the Project Documents on file in the office of the City Clerk of the **CITY**, which Project Documents are incorporated herein by reference.

NOW, THEREFORE,

IT IS AGREED that, for and in consideration of the covenants and agreements made and to be performed by the **CITY** as set forth herein, the **CONSULTANT** shall complete the **Work**, furnishing all services therefor according to the Project Documents. All services performed shall be of the high quality typically provided by members of the **CONSULTANT**'s profession.

SECTION 1. EMPLOYMENT OF CONSULTANT. The **CITY** agrees to engage the **CONSULTANT** and the **CONSULTANT** agrees to perform the services as described in Section 2 hereof. This Agreement is specifically dependent upon the award of an IDEQ Planning and OSG Grant for the **Work**. If the Grant is not awarded to the **CITY**, this Agreement shall be voidable in the sole discretion of the **CITY**.

SECTION 2. 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. The **CONSULTANT** shall perform all the necessary ancillary services respecting the tasks set forth in the Scope of Services.

SECTION 3. 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 its 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 the employees of subcontractors, during the term of this Contract as required by Title 72, Idaho Code. In addition to a certificate of insurance, 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. Should the **CONSULTANT** fail to maintain the required Worker's Compensation 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.

SECTION 4. TIME OF PERFORMANCE. The services of the **CONSULTANT** shall commence upon execution of this Agreement by the **CITY** and shall be completed on or before June 1, 2024. The period of performance may be extended for additional periods only by the mutual written agreement of the parties.

SECTION 5. COMPENSATION.

A. Subject to the provisions of this Agreement, the **CITY** shall pay the **CONSULTANT** a sum not to exceed forty-seven thousand seven hundred sixty-nine and 56/100 dollars (\$47,769.56), unless authorized in writing by the **CITY**.

B. Except as otherwise provided in this Agreement, the **CITY** shall not provide any additional compensation, payment, use of facilities, services, or other thing of value to the **CONSULTANT** in connection with performance of its duties under this Agreement. The parties understand and agree that 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 6. METHOD AND TIME OF PAYMENT. Monthly progress payments must be submitted by the 10<sup>th</sup> 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 and certified by the **CONSULTANT**. Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council.

SECTION 7. TERMINATION OF AGREEMENT FOR CAUSE. If, through any cause within the **CONSULTANT**'s reasonable control, the **CONSULTANT** shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the **CONSULTANT** shall violate any of the covenants, agreements, or stipulations of this Agreement, the **CITY** shall provide the **CONSULTANT** a written statement of the deficiency and shall provide a reasonable time to remedy the deficiency. If the **CONSULTANT** fails to cure the deficiency, the **CITY** shall have the right to terminate this Agreement by giving written notice to the **CONSULTANT** of such termination and specifying the effective date thereof. Such written notice shall be provided to the **CONSULTANT** 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 materials 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 8. TERMINATION FOR CONVENIENCE. 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 hard copy documents, data, studies, surveys, and reports or other materials prepared by the **CONSULTANT** under this Agreement shall, at the option of the **CITY**, become its property. The **CONSULTANT** shall be entitled to receive compensation not to exceed the amount reasonably billed for work actually done and expenses reasonably incurred as of the effective date of the termination.

SECTION 9. MODIFICATIONS. The **CITY** may, from time to time, require modifications to the Scope of Services, Exhibit "A," 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 10. NON-DISCRIMINATION.

A. The **CONSULTANT** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, sexual orientation and/or gender identity/expression. The **CONSULTANT** shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, sexual orientation and/or

gender identity/expression. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The **CONSULTANT** agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONSULTANT**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin, sexual orientation and/or gender identity/expression. The **CONSULTANT** will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each sub-consultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

B. The **CONSULTANT** shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the **CITY** may require.

C. The **CONSULTANT** shall comply, if applicable, 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 Agreement. In addition, the **CONSULTANT** shall comply with the requirements of Chapter 9.56, Coeur d'Alene Municipal Code.

D. The **CONSULTANT**, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, national origin, sexual orientation, and/or gender identity/expression, in the selection and retention of 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 Agreement covers a program set forth in Appendix B of the Regulations or discrimination prohibited by Chapter 9.56, Coeur d'Alene Municipal Code.

E. In all solicitations either by competitive bidding or negotiations made by the **CONSULTANT** for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the **CONSULTANT** of the **CONSULTANT**'s obligations under this Agreement and the Regulations and Municipal Code relative to non-discrimination on the grounds of race, color, sexual orientation and/or gender identity/expression, national origin, sexual orientation, and/or gender identity/expression.

F. 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 **CITY** or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the **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.

G. In the event of the **CONSULTANT**'s non-compliance with the non-discrimination provisions of this Agreement, the **CITY** 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 Agreement until the **CONSULTANT** complies, and/or;
- Cancellation, termination, or suspension of the Agreement, in whole or in part.

The **CONSULTANT** shall include the provisions of paragraphs (C) through (G) in every subcontract, 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 sub-consultant 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 the **CONSULTANT** becomes involved in, or is threatened with, litigation with a sub-consultant 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.

SECTION 11. NO PUBLIC FUNDS FOR ABORTION ACT. Pursuant to Idaho Code § 18-8703, the **CONSULTANT** certifies that it is not, and will not for the duration of this Agreement become, an abortion provider or an affiliate of an abortion provider, as those terms are defined in the "No Public Funds for Abortion Act," Idaho Code §§ 18-8701 et seq.

SECTION 12. CHINESE OWNERSHIP CERTIFICATION. Pursuant to Idaho Code § 67-2359, the **CONSULTANT** certifies that it is not currently owned or operated by the government of the People's Republic of China and will not for the duration of the contract be owned or operated by the government of the People's Republic of China.

SECTION 13. ASSIGNABILITY.

A. The **CONSULTANT** shall not assign any interest in this Agreement and shall not transfer any interest 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 14. Interest of Consultant. The **CONSULTANT** covenants that neither it nor its owners or officers presently have an 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 on the Work.

SECTION 15. 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 16. 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 or other materials prepared under this Agreement. The **CONSULTANT** shall provide copies of such work products to the **CITY** upon request. The **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 the **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 the **CONSULTANT**'s sub-consultants. To the extent allowed by law, the **CITY** shall indemnify and hold harmless the **CONSULTANT** and **CONSULTANT**'s sub-consultants from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.

SECTION 17. Audits and Inspection. The **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. The **CONSULTANT** shall retain all records pertinent to the project for three years after final payment and all other pending matters are closed.

SECTION 18. 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 laws of the state of Idaho shall govern the rights and obligations of the parties.



SECTION 19. 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 20. 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, including all necessary licenses and certifications for its employees. 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 21. 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 22. Integration. This Agreement, and all appendices and amendments thereto, 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 23. Hold Harmless.

A. The **CONSULTANT** shall save, hold harmless, indemnify, and defend the **CITY**, its officers, agents and employees from and against any and all damages or liability arising out of the acts, errors, omissions, 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 the **CONSULTANT**'s performance of this Agreement and not arising from the **CONSULTANT**'s professional services. To this end, the **CONSULTANT** shall maintain general liability insurance in at least the amount set forth in Section 25(A).

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 the **CONSULTANT**'s negligent performance of this Agreement, including but not limited to the **CONSULTANT**'s professional services. To this end, the **CONSULTANT** shall maintain Errors and Omissions insurance in at least the amounts set forth in Section 25(B).

**SECTION 24. Notification.** Any notice under this Agreement may be served upon the **CONSULTANT** or the **CITY** by mail at the following addresses:

City of Coeur d'Alene  
710 E. Mullan Ave.  
Coeur d'Alene, ID 83814  
Attn.: Renata McLeod, City Clerk

HMH, LLC  
3882 N. Schrieber Way, Ste. 104  
Coeur d'Alene, ID 83815  
Attn: Shawn Metts

**SECTION 25. Standard of Performance and Insurance.**

A. The **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 **CONSULTANT's** 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 with limits of at least 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.

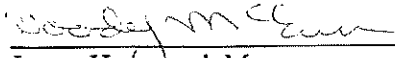
C. The **CONSULTANT** shall obtain and maintain auto liability insurance with limits in the amount of at least \$500,000.00 for the duration of the project.

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 for at least thirty (30) days' notice to the **CITY** prior to cancellation of the policy for any reason. In addition, the **CONSULTANT** shall promptly notify the **CITY** when the policy is canceled.

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

CITY OF COEUR D'ALENE

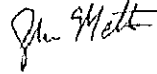
HMH, LLC

  
\_\_\_\_\_


James Hammond, Mayor

MAYOR @ 120 TEM

ATTEST:



\_\_\_\_\_  
Shawn Metts, PE, Managing Member

  
\_\_\_\_\_

Renata McLeod, City Clerk

**ADDENDUM TO  
CITY OF COEUR D'ALENE  
PONDEROSA DRAINAGE PROJECT**

THIS ADDENDUM TO CONTRACT is made and entered into this 26<sup>th</sup> day of January, 2024, 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 HMH, LLC d/b/a/ HMH ENGINEERING, an Idaho company with its principal place of business at 3882 N Schreiber Way, Suite 104, Coeur d'Alene, Idaho, hereinafter referred to as the "CONSULTANT." The CITY and the CONSULTANT shall hereinafter jointly be referred to as the "PARTIES."

WITNESSETH:

WHEREAS, on November 21, 2023, the CITY and the CONSULTANT entered into a contract for the analysis and conceptual design of removing stormwater connections to sanitary sewer along N. Hill Drive in the City of Coeur d'Alene (hereinafter referred to as the "Contract"), according to the plans and specifications on file in the office of the City Clerk of the CITY. Project Documents are incorporated herein by reference;

and

WHEREAS, the PARTIES have agreed to modify some of the terms of the Contract to address changed circumstances.

NOW, THEREFORE,

IT IS AGREED that the Contract is hereby modified as follows. Except as hereby modified, all the terms and conditions of the Contract shall remain in full force and effect.

**SECTION 2. 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."

**SECTION 5. COMPENSATION.**

A. Subject to the provisions of this Agreement, the CITY shall pay the CONSULTANT a sum not to exceed thirty four thousand four hundred fifty and 00/100 dollars (\$34,450.00), unless authorized in writing by the CITY.

The services of the CONSULTANT shall commence upon execution of this Agreement by the CITY and shall be completed on or before June 1, 2024. The period of

performance may be extended for additional periods only by the mutual written agreement of the parties.

This Addendum and the 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 CONSULTANT 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**

**HMH ENGINEERING**

By James Hammond  
James Hammond, Mayor  
MAYOR PRO TEM

By Matthew Hall  
MATTHEW HALL (printed name)

ATTEST:

Renata McLeod  
Renata McLeod, City Clerk



## EXHIBIT A

1/15/2024

### DETAILED SCOPE OF WORK CITY OF COEUR D'ALENE PONDEROSA DRAINAGE IMPROVEMENTS

#### Project Description

The City of Coeur d'Alene has stormwater facilities connected to the sanitary sewer system along N Hill Drive near the E Hastings Avenue intersection. The City intends to remove stormwater from the sanitary sewer system.

HMH will assist the City by evaluating the existing City stormwater system and providing conceptual design for the new stormwater facilities. If the City requests additional services not specifically called out, they can be added as additional services if they become necessary.

#### Project Understanding

For items or tasks left out or specifically not included in this scope, these services may be added as additional services at the Cities request if they become necessary.

1. Landscaping is not included in this scope.
2. A geotechnical consultant is not included in this scope.
3. No environmental element is included in the scope.
4. HMH will call for utility locates and survey-tie any marked utilities but the scope does not include coordinating existing or future work with utility entities.
5. This project will be developed using ISPWC and City standards and details on 11"x17" plan sheets.
6. This scope assumes the required field work survey will occur during non-winter conditions. Snow on the ground may delay survey work.

#### Scope of Services

**The scope is organized by the following tasks:**

Task 1	Project Administration
Task 2	Survey
Task 3	Hydraulics
Task 4	Coordination Meeting

#### Task 1 Project Administration

This will consist of the management of the project and involve administrative tasks that are required of the Consultant during the course of project development, including setting up and maintaining project accounting procedures, billing coordination, monitoring project budget, and general project coordination. Invoices will be submitted monthly via email in PDF format.

#### Task 2 Survey

HMH will perform the topographic surveying for the project, itemized as follows:

- The topographic survey will encompass the existing system location along E Hasting Avenue and N Hill Drive. HMH will proposed stormwater improvement locations in detail.

## EXHIBIT A

- HMM will determine through the One Call process existing underground utilities within the project area.
- HMM will process survey field data to be imported into AutoCAD. Quality control and assurance will be performed on all linework to verify horizontal and vertical accuracy.

### Task 3      Hydraulics

HMM will examine the existing storm drain systems in Autodesk Storm and Sanitary Analysis using the several rainfall events including:

- 25-year flows, 6-hour duration storm event
- 25-year flows, 24-hour duration storm event
- 100-year flows, 6-hour duration storm event
- 100-year flows, 24-hour duration storm event

This analysis will determine the existing drainage system capacity and highlight any deficiencies. This scope of work does not include any subsurface engineering or geotechnical work. HMM will perform a percolation test depending on the proposed improvements. This task includes preparing the Conceptual Design of the stormwater filter system. Plan and profile sheets will be prepared. Existing and proposed manholes will be identified with invert elevations. The proposed stormwater system improvements will be detailed.

### Task 4      Coordination Meetings

HMM assumes several agencies will be interested in the project. This scope provides time for HMM to attend four meetings.



# Drinking Water and Wastewater - Grants and Loans Program

## Planning and OSG Grant Application – Attachment SRF-01

### Section I. Applicant Background Information

Application Type	<input type="checkbox"/> Drinking Water (DW) Planning Grant	Public Water System No.: _____
	<input type="checkbox"/> Wastewater (WW) Planning Grant	<input checked="" type="checkbox"/> Sewer Overflow and Stormwater (OSG) Grant

System Name: Coeur d'Alene Stormwater (N. Hill Drive)

Mailing Address: 710 E. Mullan Ave			
City: Coeur d'Alene	State: ID	Zip Code: 83814	
County: Kootenai	Phone: 208-769-2216	Tax ID: 826000176	
Fiscal Year End: September 30	E-mail: cbosley@cdaid.org		

Presiding Official Name/Title: Todd Feusier, Streets & Engineering Director

Mailing Address: 710 E. Mullan Ave			
City: Coeur d'Alene	State: Idaho	Zip Code: 83814	
Phone: (208)769-2234	E-mail: tfeusier@cdaid.org		
<input type="checkbox"/> Check if this is the system's primary contact			

Clerk/Treasurer (or similar duties) Name/Title: Renata McLeod, City Clerk

Phone: 208-769-2231	E-mail: renata@cdaid.org		
<input type="checkbox"/> Check if this is the system's primary contact			

Consulting Engineer Name/Title: Justin Shaw, Project Engineer

Company Name: HMH Engineering	Mailing Address: 3882 N. Schreiber Way, Suite 104		
City: Coeur d'Alene	State: Idaho	Zip Code: 83815	
Phone: (208)635-5825	E-mail: jshaw@hmh-llc.com		

Provide the information below if someone other than your consulting engineer will be the grant administrator

Grant Administrator Name/Title: Chris Bosley, City Engineer

Company Name: City of Coeur d'Alene	Mailing Address: 710 E. Mullan Ave		
City: Coeur d'Alene	State: Idaho	Zip Code: 83814	
Phone: (208)769-2216	E-mail: cbosley@cdaid.org		

Provide the information below if someone other than your consulting engineer will manage the environmental review process.

Environmental Review Manager Name/Title:

Company Name:	Mailing Address:		
City:	State:	Zip Code:	
Phone:	E-mail:		

### Section II. Project Background Information

#### 1. Project Description:

Two stormwater catch basins on N. Hill Drive are connected to the sanitary sewer collection system. This project will identify a solution to disconnect the stormwater and dispose of it in a suitable manner. The consultant will develop construction plans for the work to either be performed by a contractor or by City forces.



2. **Planning Grant Applicants Only:** Is the system applying for planning grant funding a qualifying entity, as defined by IDAPA 58.01.22.010.34: "Any county, city, special service district, nonprofit or investor-owned corporation, or other governmental entity, or a combination thereof, which owns or operates a public drinking water system, irrigation system, or wastewater system."?  Yes  No

3. **System Type (check all that apply):**

- Government Entity (i.e.: city, county, service district)
- Investor-owned corporation (drinking water systems only)
- Incorporated nonprofit

**Incorporated Non-Profit Applicants**, please attach a copy of the following to this application:

- Articles of incorporation and/or by-laws that meet Chapter 30, Title 30, Idaho Code
- Certificate of existence from the Idaho Secretary of State

4. **Drinking Water Applicants Only:** Is the system current with its annual drinking water fee assessment?

Yes  No  N/A

5. Does the system have a licensed and substitute operator in charge of the facility(ies) that holds a licensure equal to or exceeding your system's classification, as described in IDAPA 58.01.08.554?

Yes  No    **Operator Name and License Number:** \_\_\_\_\_

6. Applicants are required to have active registration with the System for Award Management ("SAM") ([www.sam.gov](http://www.sam.gov)) and a Unique Entity Identifier, pursuant to 2 CFR Part 25. Does the applicant meet this requirement?  Yes  No  Pending\*

*\*Note: Funding recipients must meet the SAM and UEI requirement before receiving funding disbursements*

### Section III. Environmental Review

Will the applicant be completing an environmental review as part of the planning grant?  Yes  No

If no, please read and certify the following:

Yes  No The applicant acknowledges that he or she has chosen to opt-out of completing an environmental review as part of the DEQ Planning Grant.

Yes  No The applicant acknowledges that the future funds for completing the environmental review may not be available for grant assistance at a later time.

Yes  No The applicant acknowledges that by not completing an environmental review, he or she will not be able to qualify for DEQ State Revolving Loan funds for related design and construction costs.

### Section IV. Budget Information

**Drinking Water and Wastewater Planning Grants** have a 50% applicant match share requirement. Costs above this maximum amount will be the responsibility of the applicant.



**Sewer Overflow and Stormwater (OSG) Grants** have a 10% applicant match share requirement. The DEQ grant amount will be limited to a maximum amount of \$50,000 per system plus the applicant's match. Costs above this maximum amount will be the responsibility of the applicant.

1. In accordance with IDAPA 58.01.22.032.04, DEQ funds may not be applied to costs incurred before a funding agreement is executed between DEQ and the applicant, unless preauthorized in writing by DEQ. The applicant should contact DEQ to discuss preauthorization and determine required supporting documentation before the costs are incurred.

Y  N The applicant understands that previously incurred costs are not an allowable cost under DEQ funding and will contact DEQ if preauthorization is needed.

2. Calculation of total eligible costs

	Drinking Water	Wastewater	OSG
Administrative Cost:	_____	_____	_____
Engineering Fees:	_____	_____	\$ 34,450
Environmental Review:	_____	_____	_____
<b>Total Planning Cost:</b>	\$ 0	\$ 0	\$ 34,450
<b>Total DEQ Funds Requested:</b>	_____	_____	\$ 31,005

3. Specify other sources of funding for this project and funding status:

USDA-RD: \_\_\_\_\_  Awarded  Pending

ACOE: \_\_\_\_\_  Awarded  Pending

CDBG: \_\_\_\_\_  Awarded  Pending

Applicant's contribution and funding source: \$3,445 from the City's Drainage Utility (stormwater)

Other (please specify): \_\_\_\_\_

**Section V. Engineering**

1. Engineering Contract

Please attach a copy of the signed engineering contract to this application. Indicate which of the following items are included in the engineering contract:

Name of grantee

Engineering firm name and name(s) of project engineer(s)

Scope and extent of work clearly defined and sufficient to complete the project

Estimated staff-hours, hourly rates, and skill levels reasonable for each task

Time of performance specified

Project cost will not exceed cost specified without written approval of DEQ

Conditions of cost and scope changes specified

Environmental review is part of the scope of work and it will be completed to meet DEQ guidelines



Sustainability efforts are included as noted in the letter of interest

Please include a copy of the engineering scope of work (SOW). Indicate below that all of the following items are included in the SOW.

- Project description (includes grantee name, engineering firm name, and project name)
- Background information for project (include existing system and problems it is experiencing)
- Engineering task(s) to be completed, cost per task, and schedule for completion.
- Engineering tasks to be completed will satisfy *ENG-01 - Drinking Water SRF Outline and Checklist for Planning Documents* or *ENG-02 - Wastewater Outline and Checklist for Planning Documents*.

**Additional OSG Requirements:**

- Engineering task(s) that will improve the water system and/or water body by the effort.
- Engineering task(s) that will reduce and/or eliminate Sanitary Sewer Overflow or Combined Sewer Overflow correction.

**2. Certificate of Negotiations**

Is the system owned by a public agency or a political subdivision as defined in State of Idaho Code 67-2320?  Yes  No If yes, please read and certify the following:

Yes  No The applicant hereby certifies full compliance with State of Idaho Code 67-2320 for the negotiation and securing of an engineering contract for the efforts associated with the DEQ Grant.

Yes  No The applicant hereby certifies that the negotiation included a discussion of the following elements:

- Scope and extent of work and other essential requirements.
- Identification of the personnel and facilities necessary to accomplish the work within the required time, including, where needed, employment of additional personnel, subcontracting joint ventures, etc.
- Provision of the required technical services in accordance with regulations and criteria established for the project.
- A fair and reasonable price for the required work.

Yes  No The applicant hereby certifies that record of these negotiations has been completed and can be made immediately available upon request by state officials.

**3. Proof of Professional Liability**

Include a copy of the engineering firm's professional liability declaration page (must be at least \$100,000 or twice the project cost, whichever is greater).

**Section VI. Application Authorization**

By signing this grant application (Application), the undersigned, on behalf of the owner of the drinking water and/or wastewater system identified herein (the "Applicant"), requests a grant from the Department of Environmental Quality. The Applicant hereby assures and certifies that all the information contained in this



Application is complete, true, and correct. The Applicant hereby assures and certifies compliance with the applicable regulations, policies, guidelines, and requirements as they relate to this Application and to acceptance and use of State funds for this project. False statements presented in the Application may be grounds for rejection or termination of the Grant or may be subject to legal action and a civil penalty as provided by law.

The Applicant certifies they possess legal authority to apply for the grant and the ability to provide the local matching share for the grant. A resolution, motion, or similar action has been duly adopted or passed as an official act of the Applicant's governing body, authorizing the filing of the Application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Applicant to act in connection with the Application and to provide such additional information as may be required.

The Applicant assures and certifies that the financial, institutional, and managerial analysis of the impacts of the local share of this project on this community and the residents of the service area has been completed. As a result of this analysis, the Applicant has found that they have the legal, institutional, managerial, and financial capability to complete the planning work.

The Applicant will give the grantor or its authorized representative access to and right to examine all records, books, papers, or documents related to the grant.

Woody McEvers

2/1/2024

Signature of Authorized Representative  
MAYOR PRO TEMP

Date

WOODY MCEVERS

Printed Name of Authorized Representative

### Section VII. Required Attachments Checklist

- Signed Planning and OSG Grant Application, Attachment SRF-01
- Signed Authorizing Resolution, Attachment SRF-03
- Signed Engineering Agreement and Scope of Work
- Engineer's Professional Liability Insurance Page
- Articles of Incorporation and/or By-Laws\*
- Certificate of Existence from the Idaho Secretary of State\*
- Proof of Active Registration and Unique Entity Identifier with the [SAM.gov](https://sam.gov)

\* Applies to Associations and Incorporated Non-Profits Only

For questions, or to submit the application, please contact:

Zoe McCarty | Grant and Loan Officer

Idaho Department of Environmental Quality

E-mail: [zoe.mccarty@deq.idaho.gov](mailto:zoe.mccarty@deq.idaho.gov) | Office: (208) 373-0574





# CITY OF COEUR DALENE

Unique Entity ID <b>N6NELE7F5931</b>	CAGE / NCAGE <b>4PH87</b>	Purpose of Registration <b>Federal Assistance Awards Only</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>Jun 21, 2024</b>	
Physical Address <b>710 E Mullan AVE Coeur D Alene, Idaho 83814-3958 United States</b>	Mailing Address <b>710 E Mullan AVE Coeur D Alene, Idaho 83814-3958 United States</b>	

## Business Information

Doing Business as <b>(blank)</b>	Division Name <b>City Of Coeur D Alene</b>	Division Number <b>(blank)</b>
Congressional District <b>Idaho 01</b>	State / Country of Incorporation <b>(blank) / (blank)</b>	URL <b>www.cdaid.org</b>

## Registration Dates

Activation Date <b>Jun 26, 2023</b>	Submission Date <b>Jun 22, 2023</b>	Initial Registration Date <b>Mar 8, 2007</b>
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## Entity Dates

Entity Start Date <b>Aug 15, 1887</b>	Fiscal Year End Close Date <b>Sep 30</b>
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## Immediate Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
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## Highest Level Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

## Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

## Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

## Exclusion Summary

Active Exclusions Records?

**No**

## SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

**Yes**

## Entity Types

### Business Types

Entity Structure <b>U.S. Government Entity</b>	Entity Type <b>US Local Government</b>	Organization Factors <b>(blank)</b>
Profit Structure <b>(blank)</b>		

**Socio-Economic Types**

Check the registrant's Repts & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

**Government Types**

U.S. Local Government

City

Other Government Entities

Planning Commission

**Financial Information**

Accepts Credit Card Payments  
**Yes**

Debt Subject To Offset  
**No**

EFT Indicator  
**0000**

CAGE Code  
**4PH87**

**Points of Contact**

**Electronic Business**

♀  
VONNIE JENSEN, Comptroller

**710 E Mullan AVE  
Coeur D Alene, Idaho 83814  
United States**

VONNIE JENSEN, Comptroller

710 E Mullan AVE  
Coeur D Alene, Idaho 83814  
United States

**Government Business**

♀  
Katherine Brumley, Executive Assistant

**3818 Schreiber WAY  
Coeur D'alene, Idaho 83814  
United States**

VONNIE JENSEN, Comptroller

710 E Mullan AVE  
Coeur D Alene, Idaho 83814  
United States

**Service Classifications**

**NAICS Codes**

Primary	NAICS Codes	NAICS Title
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**Disaster Response**

This entity does not appear in the disaster response registry.



RESOLUTION NO. 24-020

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING AN IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY ("IDEQ") GRANT SUBAWARD TO IDENTIFY AND DESIGN A SOLUTION TO ELIMINATE STORMWATER FROM DISCHARGING INTO THE SANITARY SEWER SYSTEM NEAR THE PONDEROSA GOLF COURSE.

WHEREAS, the Idaho Department of Environmental Quality has awarded the City of Coeur d'Alene a Grant Subaward in the amount of \$31,005.00; and

WHEREAS, the purpose of the subaward is to provide funds to identify a solution to eliminate stormwater discharging into the sanitary sewer system on N. Hill Drive near Ponderosa golf course; and

WHEREAS, the City entered into an agreement with HMH Engineering on November 21, 2023, to perform the engineering services, which agreement was necessary to apply for the grant.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City accept a grant identified as DEQ Subaward 5138-00, a copy of which is attached as Exhibit "A" and by this reference incorporated herein.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and they are hereby authorized to execute all instruments necessary to accept such grant on behalf of the City.

DATED this 19<sup>th</sup> day of March, 2024.

\_\_\_\_\_  
James Hammond, Mayor

ATTEST:

\_\_\_\_\_  
Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER WOOD Voted

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.

1410 N Hilton Street  
Boise, ID 83706 • (208) 373-0502



Brad Little, Governor  
Jess Byrne, Director

February 27, 2024

Chris Bosely, City Engineer  
City of Coeur d'Alene  
710 E Mullan Ave  
Coeur d'Alene ID 83814

By Email: [cbosley@cdaid.org](mailto:cbosley@cdaid.org)

RE: DEQ Subaward: 5138-00, Amendment 00

Dear Mr. Bosely:

I have enclosed one original of the proposed Subaward (#5138-00) between the City of Coeur d'Alene and the Idaho Department of Environmental Quality (DEQ). The purpose of this subaward is to provide funding for preparing a sewer overflow and storm water study and identify needed improvements.

If the agreement is acceptable to you, please sign and return to me at Procurement [carrie.champlin@deq.idaho.gov](mailto:carrie.champlin@deq.idaho.gov). Please note there are several forms to fill out and return.

If you have any questions or concerns regarding the agreement, please contact Project Officer Zoe McCarty at [zoe.mccarty@deq.idaho.gov](mailto:zoe.mccarty@deq.idaho.gov) or Contracts Manager Carrie Champlin at [carrie.champlin@deq.idaho.gov](mailto:carrie.champlin@deq.idaho.gov).

Sincerely,

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

Carrie Champlin  
Contracts Manager

cc: #5138  
Zoe McCarty, DEQ



## DEQ Subaward Agreement

Subaward # 5138

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

Subaward Number: 5138

Subrecipient: City of Coeur d'Alene

Subrecipient Contact Name: Chris Bosely, City Engineer

Subrecipient Mailing Address: 710 E Mullan Ave Coeur d'Alene ID83814

Subrecipient Phone #: 2087692234

Subrecipient Email: [cbosley@cdaid.org](mailto:cbosley@cdaid.org)

Tax Identification: 826000176

Suffix: xx

UEI Number: N6NELE7F5931

MBE/WBE Status: Y/N

Subaward Effective Date: 03/01/2024

Subaward Expiration Date: 06/30/2027

Professional Liability Policy #: NA

Policy Expiration Date: NA

Workers Compensation Policy #: NA

Policy Expiration Date: NA

Subaward Amount: \$31,005.00

Description of Services: The purpose of this grant is to prepare a sewer overflow and storm water study and identify needed improvements.

Subaward Grant Details:

Federal Award Name: **Idaho DEQ Sewer Overflow and Stormwater Reuse Municipal Grants Program**

*Questions? Contact DEQGrants/Contracts Management Supervisor, Doug McRoberts*

*Ph: (208) 373-0497*

*Email: Douglas.McRoberts@deq.idaho.gov*

Federal Award Number:	SO-02J41901-0
CFDA #:	66.447
Federal Awarding Agency:	EPA
Total Amount of Federal Award to DEQ:	\$630,560
DEQ's Negotiate Indirect Cost Rate:	34.87%

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

The SUBRECIPIENT agrees to provide, and the State agrees to accept the services detailed in this agreement and generally described in the description of services above. The terms of this agreement include the Statement of Work, the Budget, the program agency's award terms and conditions, as well as other documents affixed or referred to in this agreement. The SUBRECIPIENT must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Parts 200 and 1500). It is expected that the approved Statement of Work will be followed in its entirety unless modifications or amendments are agreed to and approved in writing by the DEPARTMENT.

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

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

The SUBRECIPIENT agrees to provide notice of the completion of any required audits and any adverse findings which impact this subaward as required by CFR parts 200.501-200.521, and to provide access to records as required by parts 200.336, 200.337, and 200.201 as applicable. SUBRECIPIENT agrees to indemnify and hold harmless the State of Idaho, its agents and its employees from any and all claims, actions, damages, liabilities and expenses directly or indirectly connected to the SUBRECIPIENT, or its agent's, employees, contractors, or assignee's actions related to the location, design, construction, operation, maintenance, repair, failure or deactivation of the project or any part of the project. If the SUBRECIPIENT is a Public Entity, this indemnification and save harmless obligation shall apply only to the extent permitted by Idaho Code section 59-1015.

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

*Questions? Contact DEQGrants/Contracts Management Supervisor, Doug McRoberts  
Ph: (208) 373-0497*

*Email: Douglas.McRoberts@deq.idaho.gov*



and all other information attached to this agreement serve to supplement the terms and conditions of this agreement, and do not change or eliminate any provision of this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement.

AWARDING ENTITY: IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY

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Signature	Title	Date
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SUBRECIPIENT: City of Coeur d'Alene

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Signature	Title	Date
-----------	-------	------

DEQ PROCUREMENT CONTRACT:

Carrie Champlin-Contracts Manager

1410 N Hilton

Boise ID 83706

Phone Number: 208-373-0251

# **PROGRAM SPECIFIC TERMS & CONDITIONS**

## **Idaho Sewer Overflow and Stormwater Grant Program**

### **SUBRECIPIENT:**

#### **I. PROJECT MANAGEMENT:**

The Subrecipient shall:

- A. Manage the grant funds in accordance with this Agreement.
- B. Monitor and report performance to the Department of Environmental Quality (Department) pursuant to the Sewer Overflow and Stormwater Grant deadline developed jointly between the Department and the Subrecipient and incorporated into this Agreement by reference.
- C. When required by Idaho Code 67-2320, retain and utilize the services of an engineer, currently licensed by the State of Idaho, for project planning and oversight. The Subrecipient must notify and provide a copy of the executed contracts and scope of work for said engineer supported by this Agreement to the Department. If the Subrecipient amends the scope of work, the Department shall be notified in advance of work being performed and provided a copy of the new or amended contract provided to the Department.
- D. Maintain engineer's professional liability insurance of total aggregate of at least one hundred thousand dollars (\$100,000) or twice the amount of the engineer's fee, whichever is greater. Professional liability insurance must cover all services rendered for of the project planning, whether or not those services are state funded, until the Sewer Overflow and Stormwater planning study is approved by the Department and the conditions of this grant agreement have been satisfied.
- E. Maintain project accounts in accordance with generally accepted accounting principles (GAAP).
- F. Submit final documents to the Department for review and approval by June 30, 2027.

#### **II. PAYMENTS:**

- A. Requests for payment by the Subrecipient shall be submitted to the Department on a form provided by the Department. The request for reimbursement will describe the work completed, the costs, and the total dollar amount expended. If the costs are determined to be eligible pursuant to the terms of this Agreement, the Department will authorize the disbursement of appropriate grant funds to the Subrecipient.
- B. Grant increase requests as a result of an increase in eligible project costs may be considered, provided funds are available. Documentation and justification supporting the need for a grant increase must be submitted to the Department for approval prior to incurring any costs that will be above the approved eligible cost ceiling.
- C. If the actual eligible cost is determined to be lower than the estimated eligible cost the grant amount will be reduced proportionately.
- D. Payment of the final five percent (5%) of the grant will be withheld until a final Sewer Overflow and Stormwater planning study has been submitted to and approved by the Department.

#### **III. TERMINATION OR SUSPENSION OF THE GRANT:**

1. The Department may suspend or terminate this Agreement for failure by the Subrecipient or its agents, including its engineering firm(s), contractor(s), or subcontractor(s) to perform. The Agreement may be suspended or terminated for good cause including, but not limited to, the following:
  1. Violation of any term of agreement of the Agreement; or
  2. Any willful or serious failure to perform the scope of the project, project schedule, or terms of architectural/engineering subagreements, or
  3. Utilizing an engineering firm, contractor or subcontractor that has been suspended or debarred or,
  4. Commission by an employee or agent of the Subrecipient of a crime involving or affecting the project;
2. The Director will notify the Subrecipient in writing of the intent to suspend or terminate this Agreement. The notice of intent shall state:
  1. Specific acts or omissions which form the basis for suspension or termination; and

*Questions? Contact DEQGrants/Contracts Management Supervisor, Doug McRoberts  
Ph: (208) 373-0497*

*Email: Douglas.McRoberts@deq.idaho.gov*

2. That the Subrecipient may be entitled to appeal the suspension or termination before the Board of Environmental Quality pursuant to IDAPA 58.01.23, Contested Case Rule and Rules for Protection and Disclosure of Records.
3. The Subrecipient shall perform no work under the Agreement after receiving a notice of intent to suspend or terminate.
4. The Department may reinstate a suspended Agreement upon documentation provided by Subrecipient that the cause(s) for suspension no longer exists, and if grant funds are still available.
5. No terminated Agreement shall be reinstated. Depending on cause for termination, the Subrecipient may be required to reimburse the State for funds previously paid to the Subrecipient.

#### **IV. ACCESS AND IDEMNIFICATION**

The Grantee Agrees to:

- A. Provide the Department access to files, records, accountings, and books relating to the management and accountability of this grant.
- B. To the extent permitted by law, indemnify and hold harmless the State of Idaho, its agents, and its employees from any and all claims, actions, damages, liabilities, and expenses directly or indirectly connected to the Subrecipient, or its agents, employees, contractors, or assignee's actions related to the planning, design, or any part of the project.

#### **SPECIAL CONDITIONS:**

- A. A Sewer Overflow and Stormwater planning study shall address the following requirements:
  1. All the efforts and activities committed to in the letter of interest submitted by the system that are intended to improve the water quality of impacted water body.
  2. All the efforts and activities committed to in the letter of interest submitted by the system that are intended to reduce and/or eliminate sanitary sewer overflows and/or combined sewer overflow correction.

#### **SUBAWARD CLOSEOUT INSTRUCTIONS:**

- A. This grant will be considered closed once the Subrecipient has submitted all the reports, invoices, and any other requested documentation to the Department, and they have been approved by the Department. This includes the final invoices and the final approved planning study. A formal closure letter will be sent by the Department to the Subrecipient verifying closure of the grant.

*Please Sign and Return this Form with the Signed Agreement*

## **Acknowledgement of Federal Audit Requirements for Federal Subrecipients**

Subaward grant funds disbursed per this Agreement are considered federal financial assistance per the Single Audit Act (SAA) of 1984, as amended by the Single Audit Act Amendments of 1996 (SAA), 31

U.S.C. §§7501-7507 (2000) and moved and incorporated in 2014 into the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 CFR Part 200, Subpart F—Audit Requirements. If a Subrecipient expends more than \$750,000 of federal funds (including, but not limited to those received as part of this agreement) in their fiscal year 2016 or later; then, the Subrecipient must have a single or program-specific audit conducted for that year in accordance with Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (§200.500-200.500.521). In such case, the Subrecipient must:

- Procure or otherwise arrange for the required audit in accordance with 200.509 Auditor selection, and ensure it is properly performed and submitted when due;
- Prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with §200.510 Financial statements;
- Properly submit audit report in a timely fashion (§200.512):
  - The audit must be submitted within **thirty (30) calendar days** after the receipt of the auditor's report **OR** **nine (9) months** after the end of the audit period, which is generally the Subrecipient's fiscal year end.
  - The auditee must ensure timely submission of the data collection form and reporting package to the Federal Audit Clearinghouse (FAC) as described in §200.512 paragraphs (b) and (c) respectively.
  - Subrecipient must keep one copy of the data collection form and one copy of the reporting package on file for **three (3) years** from the date of submission to the FAC.
- Promptly follow up and take corrective action on audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan in accordance with §200.511, Audit findings follow-up, paragraph (c), respectively (as appropriate);
- Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Subpart F.

The Subrecipient recognizes that it is responsible for determining if the **\$750,000** threshold is reached, as appropriate, and if a SAA audit is required. Additionally, the Subrecipient must inform the Department, in writing, of any findings or recommendations pertaining to this agreement contained in any audits conducted by the Subrecipient. In such cases, the Subrecipient must also provide the Department with a copy of the audit.

Signature of Authorized Representative: \_\_\_\_\_ Date: \_\_\_\_\_

## CONFLICT OF INTEREST CERTIFICATION

**Sub-Grant#:** 5138

**Subrecipient Name:** City  
of Coeur d'Alene

A conflict of interest (COI) is defined as an actual or potential situation that undermines, or may undermine, the impartiality of an individual or non-federal entity because their self-interest conflicts or may conflict with their duty and obligations to the public in performing a federally funded financial assistance agreement. COI also includes situations that create, or may create, an unfair competitive advantage, or the appearance of such, for an applicant or contractor in competing for federal financial assistance.

**Situations Requiring Disclosure:** (1) Any COI described at 2 CFR 200.318(c)(1) including consulting fees or other compensation paid to employees, officers, agents of the subrecipient and/or members of their immediate families paid by procurement contractors or other subrecipients receiving federal funding under a subaward. (2) Any organizational COI described at 2 CFR 200.318(c)(2) between the subrecipient and procurement contractors or other subrecipients receiving federal funding under a subaward.

**Timing & Content of Disclosure:** Subrecipients must disclose any COI related to this agreement within 10 calendar days of discovery to DEQ's Project Manager. All disclosures must be in writing preferably through email communication. In addition to describing the COI, subrecipients must also provide any information regarding measures to eliminate, neutralize, mitigate or otherwise resolve the conflict.

**Subrecipient Point of Contact (POC):** This is the person designated to disclose and resolve any COI that may arise related to this subaward agreement. The Subrecipient POC must be an employee or officer of the Subrecipient or another entity (e.g. consultant or attorney) expressly authorized by the Subrecipient to speak on its behalf.

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Title: \_\_\_\_\_

**Please check one of the following:**

- The subrecipient has implemented a written policy of financial COI that is consistent with federal general procurement standards referenced herein. I certify that all individuals responsible for the application, design, implementation, administration, and/or monitoring of this agreement have made the required disclosures to DEQ in accordance with the subrecipient's policy.
- The subrecipient has not implemented a written policy of financial COI. I certify that all individuals responsible for the application, design, implementation, administration, and/or monitoring of this agreement have made the required disclosures to DEQ in accordance with the situations, timing, and content of disclosure requirements listed above.

I certify that the information listed above is true, complete, and accurate to the best of my knowledge, and that I am an Authorized Organizational Official for the subrecipient.



Signature: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Please Sign and Return this Form with the Signed Agreement*

45 CFR Part 604 – New Restrictions on Lobbying

## **CERTIFICATION REGARDING LOBBYING**

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The applicant certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the applicant shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The applicant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under loans, and cooperative agreements) and that all subrecipients shall certify and disclosure accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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Signature

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Title/Institution

*Questions? Contact DEQGrants/Contracts Management Supervisor, Doug McRoberts*

*Ph: (208) 373-0497*

*Email: Douglas.McRoberts@deq.idaho.gov*

# DEQ General Terms and Conditions for EPA Subrecipients Effective October 1, 2021

## **1. Introduction**

The subrecipient must comply with the applicable EPA general terms and conditions outlined below. These terms and conditions are in addition to the assurances and certifications made as part of the subaward and any additional terms, conditions or restrictions specific to this agreement. Subrecipients must review their agreement in its entirety. Failure to comply with the terms and conditions may result in enforcement actions as outlined in 2 CFR 200.338 and 200.339.

## **2. Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards**

This subaward is subject to the requirements of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards; Title 2 CFR, Parts 200 and 1500. This subaward is also subject to applicable requirements contained in EPA programmatic regulations located in 40 CFR Chapter 1 Subchapter B.

## **3. Reimbursement Limitation**

DEQ's financial obligations to the subrecipient are limited by the amount of federal funding awarded to date as reflected on the subaward document. If the subrecipient incurs costs in anticipation of receiving additional funds from DEQ, it does so at its own risk (See 2 CFR 1500.8).

## **4. Payment Methods**

See billing procedures attached as part of this subaward agreement.

## **5. Payment Drawdown**

The subrecipient agrees to draw cash only as needed for its disbursement under this agreement. The timing and amounts of the drawdowns, or receipt of requests, must be as close as administratively feasible to actual disbursements of DEQ funds. Disbursement within 5 business days of drawdown will comply with this requirement and the subrecipient agrees to meet this standard when performing this award.

Subrecipients may not retain more than 5% of the amount requested, or \$1,000 whichever is less, 5 business days after drawdown to materially comply with the standard. Any federal funds that remain undisbursed after 5 business days must be fully disbursed within 15 business days of receipt or returned to DEQ (contact the DEQ grants officer to determine what action shall be required). Failure on the part of the subrecipient to comply with this condition may cause the undistributed portions of the agreement to be revoked or financing method changed.

## **6. Consultant Cap**

EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by subrecipients or by a subrecipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, available at: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>, to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does

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Ph: (208) 373-0497*

*Email: Douglas.McRoberts@deq.idaho.gov*

not include transportation and subsistence costs for travel performed (the subrecipient will pay these in accordance with their normal travel reimbursement practices).

Subagreements with firms for services which are awarded using the procurement requirements in Subpart D of 2 CFR 200, are not affected by this limitation unless the term of the contract provide the recipient with responsibility for the selection, direction and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation (See 2 CFR 1500.9).

#### **7. Management Fees**

Management fees or similar charges in excess of the direct costs and approved indirect costs are not allowable. The term “management fees or similar charges” refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses; unforeseen liabilities; or for other similar costs which are not allowable under this agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

#### **8. Federal Employee Costs**

The subrecipient understands that none of the funds for this project (including funds contributed by the subrecipient as cost-sharing) may be used to pay for the travel of Federal employees or for other costs associated with Federal participation in this project unless a Federal agency will be providing services to the subrecipient as authorized by a Federal statute.

#### **9. Foreign Travel & Fly America Act**

EPA requires that all foreign travel must be approved by its Office of International and Tribal affairs. The subrecipient agrees to obtain prior DEQ and EPA approval before using funds available under this agreement for international travel unless the trip(s) are already specifically described in the approved budget. Foreign travel includes trips to Mexico and Canada, but does not include trips to Puerto Rico, the U.S. Territories or possessions.

The subrecipient understands that all foreign travel funded under this agreement must comply with the Fly America Act. All travel must be on U.S. air carriers under 49 U.S.C. Section 40118, to the extent that service by such carriers is available.

**10. Requirement for System for Award Management (SAM)** Unless exempted from this requirement under 2 CFR 25.110, the recipient must maintain the currency of the organization’s information in SAM until the submittal of the final financial report required under this award or receipt of the final payment, whichever is later. This requires that the recipient reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in the information or another award term.

#### **11. Requirement for Unique Entity Identifier.**

No entity may receive a federal subaward unless the entity has provided DEQ with its valid Unique Entity Identifier.

#### **12. Suspension and Debarment**

Subrecipients shall fully comply with Subpart C of 2 CFR Part 180 entitled, “Responsibilities of

*Questions? Contact DEQGrants/Contracts Management Supervisor, Doug McRoberts*

*Ph: (208) 373-0497*

*Email: Douglas.McRoberts@deq.idaho.gov*

Participants Regarding Transactions Doing Business with Other Persons,” as implemented and supplemented by 2 CFR Part 1532. Subrecipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled “Covered Transactions,” includes a term or condition requiring compliance with Subpart C. Subrecipient acknowledges that failure to disclose the information required under 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Subrecipients may access suspension and debarment information at: <https://sam.gov/SAM/>. This system allows subrecipients to perform searches determining whether an entity or individual is excluded from receiving Federal assistance. This term and condition supersedes EPA Form 5700-49, “Certification Regarding Debarment, Suspension, and Other Responsibility Matters.”

### **13. Disclosing Conflict of Interests**

See Conflict of Interest documents attached as part of this subaward agreement.

### **14. Sufficient Progress**

DEQ will measure sufficient progress by examining the performance required under the workplan in conjunction with the milestone schedule, the time remaining for performance within the project period and/or the availability of funds necessary to complete the project. DEQ may terminate the assistance agreement for failure to ensure reasonable completion of the project within the approved project period.

### **15. Copyrighted Material and Data**

In accordance with 2 CFR 200.315, EPA has the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement for Federal/State purposes.

Examples of a Federal purpose include but are not limited to: (1) Use by EPA and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the subrecipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as “co-regulators” or act as official partners with EPA to carry out a national environmental program within their jurisdiction and; (6) Limited use by other grant recipients to carry out Federal grants provided the use is consistent with the terms of EPA’s authorization to the other recipient to use the copyrighted works or other data.

Under Item 6, the subrecipient acknowledges that EPA may authorize another recipient(s) to use the copyrighted works or other data developed under this award as a result of: the selection of another recipient by EPA to perform a project that will involve the use of the copyrighted works or other data or; termination or expiration of this agreement. In addition, EPA may authorize another recipient to use copyrighted works or other data developed with Agency funds provided under this award to perform another award when such use promotes efficient and effective use of Federal grant funds.

### **16. Patents and Inventions**

*Questions? Contact DEQGrants/Contracts Management Supervisor, Doug McRoberts*

*Ph: (208) 373-0497*

*Email: Douglas.McRoberts@deq.idaho.gov*



Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 USC Sections 200-212.

Pursuant to the Bayh-Dole Act (set forth in 35 USC 200-212), EPA retains the right to a worldwide nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by the assistance agreement holder, as defined in the Act. To streamline the invention reporting process and to facilitate compliance with the Bayh-Dole Act, the subrecipient must utilize the Interagency Edison extramural invention reporting system at <http://iEdison.gov>. Annual utilization reports must be submitted through the system. The subrecipient is required to notify the Project Officer identified on the award document when an invention report, patent report, or utilization report is filed at <http://iEdison.gov>. EPA elects not to require the subrecipient to provide a report prior to the close-out of a funding agreement listing all subject inventions or stating that there were none.

In accordance with Executive Order 12591, as amended, government owned and operated laboratories can enter into cooperative research and development agreements with other federal laboratories, state and local governments, universities, and the private sector, and license, assign, or waive rights to intellectual property “developed by the laboratory either under such cooperative research or development agreements and from within individual laboratories.”

#### **17. Acknowledgement Requirements for Non-ORD Assistance Agreements**

The subrecipient agrees that any reports, documents, publications or other materials developed for public distribution supported by this assistance agreement shall contain the following statement: "This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement (number) to (recipient/subrecipient). The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the EPA endorse trade names or recommend the use of commercial products mentioned in this document."

#### **18. Electronic and Information Technology Accessibility**

Subrecipients are subject to the program accessibility provisions of Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7, which includes an obligation to provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology (“EIT”). In compliance with Section 504, EIT systems or products funded by this award must be designed to meet the diverse needs of users (e.g., U.S. public, recipient personnel) without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology. At this time, the EPA will consider a subrecipient’s websites, interactive tools, and other EIT as being in compliance with Section 504 if such technologies meet standards established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194.

While Section 508 does not apply directly to grant recipients, subrecipients are encouraged to follow either the 508 guidelines or other comparable guidelines that concern accessibility to EIT for individuals with disabilities. Subrecipients may wish to consult the latest Section 508 guidelines issued by the U.S. Access Board or W3C’s Web Content Accessibility Guidelines (WCAG) 2.0 (see <https://www.access-board.gov/about/policy/accessibility.html>).

#### **19. Human Subjects**

*Questions? Contact DEQGrants/Contracts Management Supervisor, Doug McRoberts*

*Ph: (208) 373-0497*

*Email: Douglas.McRoberts@deq.idaho.gov*

Human subjects research is any activity that meets the regulatory definitions of both research AND human subject. *Research* is a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge. *Human subject* means a living individual about whom an investigator (whether professional or student) conducting research obtains (1) data through intervention or interaction with the individual, or (2) identifiable private information. [40 CFR 26.102 (d)(f)]

No research involving human subjects will be conducted under this agreement without prior written approval of the EPA to proceed with that research. If engaged in human subjects research as part of this agreement, the subrecipient agrees to comply with all applicable provisions of EPA Regulation 40 CFR 26 (Protection of Human Subjects). This includes, at Subpart A, the Basic Federal Policy for the Protection of Human Research Subjects, also known as the Common Rule. It also includes, at Subparts B, C, and D, prohibitions and additional protections for children, nursing women, pregnant women, and fetuses in research conducted or supported by EPA.

The subrecipient further agrees to comply with EPA's procedures for oversight of compliance with 40 CFR 26, as given in EPA Order 1000.17 Change A1 (Policy and Procedures on Protection of Human Research Subjects in EPA Conducted or Supported Research). As per this order, no human subject may be involved in any research conducted under this assistance agreement, including recruitment, until the research has been approved or determined to be exempt by the EPA Human Subjects Research Review Official (HSRRO) after review of the approval or exemption determination of the Institutional Review Board(s) (IRB(s)) with jurisdiction over the research under 40 CFR 26.

For HSRRO approval, the subrecipient must forward to the Project Officer: (1) copies of all documents upon which the IRB(s) with jurisdiction based their approval(s) or exemption determination(s), (2) copies

of the IRB approval or exemption determination letter(s), (3) copy of the IRB-approved consent forms and subject recruitment materials, if applicable, and (4) copies of all supplementary IRB correspondence.

Following the initial approvals indicated above, the subrecipient must, as part of the annual report(s), provide evidence of continuing review and approval of the research by the IRB(s) with jurisdiction, as required by 40 CFR 26.109(e). Materials submitted to the IRB(s) for their continuing review and approval are to be provided to the Project Officer upon IRB approval. During the course of the research, investigators must promptly report any unanticipated problems involving risk to subjects or others according to requirements set forth by the IRB. In addition, any event that is significant enough to result in the removal of the subject from the study should also be reported to the Project Officer, even if the event is not reportable to the IRB of record.

## **20. Animal Subjects**

The subrecipient agrees to comply with the Animal Welfare Act of 1966 (P.L. 89-544), as amended, 7 USC 2131-2156. The subrecipient also agrees to abide by the "U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training." (Federal Register 50(97):20864-20865. May 20, 1985.)

## **21. Light Refreshments and/or Meals**

*Questions? Contact DEQGrants/Contracts Management Supervisor, Doug McRoberts  
Ph: (208) 373-0497*

*Email: Douglas.McRoberts@deq.idaho.gov*

Unless the event(s) and all of its components are described in the approved workplan, the subrecipient agrees to obtain prior approval from DEQ for the use of subaward funds for light refreshments and/or meals served at meetings, conferences, training workshops and outreach activities (events). The subrecipient must send requests for approval to the DEQ Project Officer and include:

- (1) An estimated budget and description for the light refreshments, meals, and/or beverages to be served at the event(s);
- (2) A description of the purpose, agenda, location, length and timing for the event; and
- (3) An estimated number of participants in the event and a description of their roles.

Costs for light refreshments and meals for subrecipient staff meetings and similar day-to-day activities are not allowable under this agreement.

Subrecipients may address questions about whether costs for light refreshments, and meals for events may be allowable to the subrecipient's DEQ Project Officer; however, EPA's Award Official or Grant Management Officer will make final determinations on allowability. EPA policy prohibits the use of EPA funds for receptions, banquets and similar activities that take place after normal business hours unless the subrecipient has provided a justification that has been expressly approved by DEQ's Grants Management Officer.

EPA funding for meals, light refreshments, and space rental may not be used for any portion of an event where alcohol is served, purchased, or otherwise available as part of the event or meeting, even if EPA funds are not used to purchase the alcohol.

Note: U.S. General Services Administration regulations define light refreshments for morning, afternoon or evening breaks to include, but not be limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins. (41 CFR 301-74.11)

## **22. Tangible Property & Equipment Disposition (if applicable)**

### **22.1 Reporting:**

Pursuant to 2 CFR 200.312 and 200.314, property reports, if applicable, are required for Federally-owned property in the custody of a non-Federal entity upon completion of the Federal award or when the property is no longer needed. Additionally, upon termination or completion of the project, residual unused supplies with a total aggregate fair market value exceeding \$5,000 not needed for any other Federally-sponsored programs or projects must be reported. For Superfund awards under Subpart O, refer to 40 CFR 35.6340 and 35.6660 for property reporting requirements. Subrecipients should utilize the Tangible Personal Property Report form series (SF-428) to report tangible personal property. Please contact the DEQ Grants Officer if you require assistance in complying with this condition.

### **22.2 Disposition:**

22.2.1. Most Subrecipients – Consistent with 2 CFR 200.313, unless instructed otherwise on the official award document or this subaward term, the subrecipient may keep the equipment and continue to use it on the project originally funded through this assistance agreement or on other federally funded projects whether or not the project or program continues to be supported by Federal funds.

22.2.2. State Agencies – Per 2 CFR 200.313(b), state agencies may manage and dispose of equipment acquired under this assistance agreement in accordance with state laws and procedures.

*Questions? Contact DEQGrants/Contracts Management Supervisor, Doug McRoberts  
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22.2.3. Superfund Subrecipients – Equipment purchased under Superfund projects is subject to specific disposal options in accordance with 40 CFR Part 35.6345.

### **23. Dual Use Research of Concern (if applicable)**

The subrecipient agrees to conduct all life science research\* in compliance with [EPA's Order on the Policy and Procedures for Managing Dual Use Research of Concern](#) (EPA DURC Order) and [United States Government Policy for Institutional Oversight of Life Sciences Dual Use Research of Concern \(iDURC Policy\)](#). If the subrecipient is an institution within the United States that receives funding through this agreement, or from any other source, the subrecipient agrees to comply with the iDURC Policy if they conduct or sponsor research involving any of the agents or toxins identified in Section 6.2.1 of the iDURC Policy. If the institution is outside the United States and receives funding through this agreement to conduct or sponsor research involving any of those same agents or toxins, the subrecipient agrees to comply with the iDURC Policy. The subrecipient agrees to provide any additional information that may be requested by DEQ or EPA regarding DURC and iDURC. The subrecipient agrees to

immediately notify the DEQ Project Officer should the project use or introduce use of any of the agents or toxins identified in the iDURC Policy. The subrecipient's Institution/Organization must also comply with USG iDURC policy and EPA DURC Order and will inform the appropriate government agency if funded by such agency of research with the agents or toxins identified in Section 6.2.1 of the iDURC Policy. If privately funded the recipient agrees to notify the National Institutes of Health at [DURC@od.nih.gov](mailto:DURC@od.nih.gov).

\**"Life Sciences Research,"* for purposes of the EPA DURC Order, and based on the definition of research in 40 CFR §26.102(d), is a systematic investigation designed to develop or contribute to generalizable knowledge involving living organisms (e.g., microbes, human beings, animals, and plants) and their products. EPA does not consider the following activities to be research: routine product testing, quality control, mapping, collection of general-purpose statistics, routine monitoring and evaluation of an operational program, observational studies, and the training of scientific and technical personnel. [Note: This is consistent with Office of Management and Budget Circular A-11.]

### **24. Research Misconduct**

In accordance with 2 CFR 200.328, the subrecipient agrees to notify the DEQ project officer in writing, immediately, about research misconduct involving research activities that are supported in whole or in part with funds under this agreement. EPA defines research misconduct as fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results, or ordering, advising, or suggesting that subordinates engage in research misconduct.

### **25. Scientific Integrity Terms & Conditions**

The subrecipient agrees to comply with EPA's Scientific Integrity Policy when conducting, supervising, and communicating science and when using or applying the results of science. For purposes of this award condition scientific activities include, but are not limited to, computer modeling, economic analysis, field sampling, laboratory experimentation, demonstrating new technology, statistical analysis, and writing a review article on a scientific issue. The subrecipient agrees to:

#### **25.1 Scientific Products:**

25.1.1. – Produce scientific products of the highest quality, rigor, and objectivity, by adhering to applicable EPA information quality guidelines, quality policy, and peer review

*Questions? Contact DEQGrants/Contracts Management Supervisor, Doug McRoberts  
Ph: (208) 373-0497*

*Email: [Douglas.McRoberts@deq.idaho.gov](mailto:Douglas.McRoberts@deq.idaho.gov)*

policy.

25.1.2. – Prohibit all recipients, employees, contractors, and program participants, including scientists, managers, and other recipient leadership from suppressing, altering, or otherwise impeding the timely release of scientific findings or conclusions

25.1.3. – Adhere to EPA’s Peer Review Handbook, 4<sup>th</sup> Edition, for the peer review of scientific and technical work products generated through EPA agreements.

#### 25.2 Scientific Findings:

25.2.1. – Require that reviews regarding the content of a scientific product that are conducted by the project manager and other recipient managers and the broader management chain be based only on scientific quality considerations, e.g. the methods used are clear and appropriate, the presentation of the results and conclusions is impartial.

### **26. Civil Rights Obligations**

#### Statutory Requirements -

In carrying out this agreement, the subrecipient must comply with:

- Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP), by entities receiving Federal financial assistance.
- Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance; and
- The Age Discrimination Act of 1975, which prohibits age discrimination by entities receiving Federal financial assistance.

If the subrecipient is conducting an education program under this agreement, it must also comply with:

- Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities operated by entities receiving Federal financial assistance.

If this agreement is funded with financial assistance under the Clean Water Act (CWA), the subrecipient must also comply with:

- Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex in CWA-funded programs or activities.

#### Regulatory Requirements –

The subrecipient agrees to comply with all applicable EPA civil rights regulations, including:

- For Title IX obligations, 40 C.F.R. Part 5; and
- For Title VI, Section 504, Age Discrimination Act, and Section 13 obligations, 40 CFR Part 7
- For statutory and national policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom, 2 CFR 200.300
- As noted on the EPA Form 4700-4 signed by the recipient’s authorized representative, these regulations establish specific requirements including maintaining compliance information, establishing grievance procedures, designating a Civil Rights Coordinator and providing notices of non-discrimination

*Questions? Contact DEQGrants/Contracts Management Supervisor, Doug McRoberts  
Ph: (208) 373-0497*

*Email: Douglas.McRoberts@deq.idaho.gov*



### **27. Drug Free Workplace**

The subrecipient organization of this assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536 Subpart B. Additionally, in accordance with these regulations, the subrecipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award. Subrecipients who are individuals must comply with the drug-free provisions set forth in Title 2 CFR Part 1536 Subpart C. The consequences for violating this condition are detailed under Title 2 CFR Part 1536 Subpart E. Subrecipients can access the Code of Federal Regulations (CFR) Title 2 Part 1536 at <http://www.ecfr.gov/>.

### **28. Hotel-Motel Fire Safety**

Pursuant to 15 USC 2225a, the subrecipient agrees to ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Subrecipients may search the Hotel-Motel National Master List at <https://apps.usfa.fema.gov/hotel/> to see if a property is in compliance, or to find other information about the Act.

### **29. Lobbying and Litigation**

See lobbying certification attached as part of this agreement (if applicable).

### **30. Recycled Paper**

When directed to provide paper documents, the subrecipient agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this agreement and delivered to DEQ or EPA. This requirement does not apply to reports prepared on forms supplied by DEQ or EPA.

### **31. Resource Conservation and Recovery Act**

Consistent with goals of section 6002 of RCRA (42 U.S.C. 6962), State and local institutions of higher education, hospitals and non-profit organization subrecipients agree to give preference in procurement programs to the purchase of specific products containing recycled materials, as identified in 40 CFR Part 247.

Consistent with section 6002 of RCRA (42 U.S.C. 6962) and 2 CFR 200.322, State agencies or agencies of a political subdivision of a State and its contractors are required to purchase certain items made from recycled materials, as identified in 40 CFR Part 247, when the purchase price exceeds \$10,000 during the course of a fiscal year or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. Pursuant to 40 CFR 247.2 (d), the subrecipient may decide not to procure such items if they are not reasonably available in a reasonable period of time; fail to meet reasonable performance standards; or are only available at an unreasonable price.

### **32. Trafficking in Persons**

The subrecipient under this subaward and subrecipients' employees may not:

- Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- Procure a commercial sex act during the period of time that the award is in effect;
- 

*Questions? Contact DEQGrants/Contracts Management Supervisor, Doug McRoberts  
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or Use forced labor in the performance of this subaward.

DEQ, as the pass-through entity of federal funds, may unilaterally terminate this award, without penalty if the subrecipient that is a private entity:

- Is determined to have violated an applicable prohibition of this subaward term; or
- Has an employee who is determined by the agency official authorized to terminate this award to have violated an applicable prohibition of this subaward term through conduct that is either:
  - Associated with performance under this subaward; or
  - Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies in Government Debarment and Suspension (Nonprocurement),” as implemented by EPA at 2 CFR 1532.



**CITY COUNCIL  
STAFF REPORT**

**DATE:** MARCH 19, 2024  
**FROM:** CHRIS BOSLEY – CITY ENGINEER  
**SUBJECT:** AWARD OF CONTRACT TO TERRA UNDERGROUND, LLC, FOR CONSTRUCTION OF THE INDEPENDENCE POINT STORMWATER PROJECT

=====

**DECISION POINT:** Should Council award a contract to Terra Underground, LLC, for construction of the Independence Point Stormwater Project?

**HISTORY:** In 2022, the City of Coeur d’Alene was awarded grant funding through the Idaho Department of Environmental Quality (“IDEQ”) for the Leading Idaho Subaward Program. The goal of the program is to fund projects that will reduce phosphorus loading into Lake Coeur d’Alene. The City was awarded funding for three separate stormwater projects, totaling \$1.3 million. The current project is the final project to be completed under this first round of funding. The project includes a Base Bid and five Add Alternates. Bids were advertised for two weeks with the bid opening occurring on March 13<sup>th</sup>. The bids received were as follows:

	Terra Underground	S&L Underground
Base Bid	\$377,078.50	\$687,784.00
Add Alt 1	\$27,792.00	\$64,448.00
Add Alt 2	\$28,669.50	\$61,904.00
Add Alt 3	\$49,075.00	\$61,124.00
Add Alt 4	\$139,200.00	\$73,950.00
Add Alt 5	\$31,200.00	\$14,400.00
<b>TOTAL</b>	<b>\$653,015.00</b>	<b>\$936,610.00</b>

The Streets & Engineering Department wishes to award the contract to the low bidder, Terra Underground, LLC, for the Base Bid plus Add Alternates 1 through 5, for a total of \$653,015.00. Construction is expected to be completed in June 2024. Although Terra Underground, LLC’s bid is significantly lower than the other bid, the quality of Terra Underground, LLC’s work is known to City employees and it is considered an exceptional contractor. The Streets & Engineering Director has no concerns about Terra Underground, LLC’s ability to complete this project in a professional and competent manner.

**FINANCIAL ANALYSIS:** The cost for completion of the work will be paid for by the Leading Idaho Subaward Program through the Department of Environmental Quality. There is no City match required.

**PERFORMANCE ANALYSIS:** Approval of this agreement will enable the City to complete the stormwater project and reduce the amount of phosphorus and other pollutants entering Lake Coeur d’Alene.

**DECISION POINT/RECOMMENDATION:** Council should award a contract to Terra Underground, LLC, for construction of the Independence Point Stormwater Project.

# Stormwater Outfall Volume Reduction Program



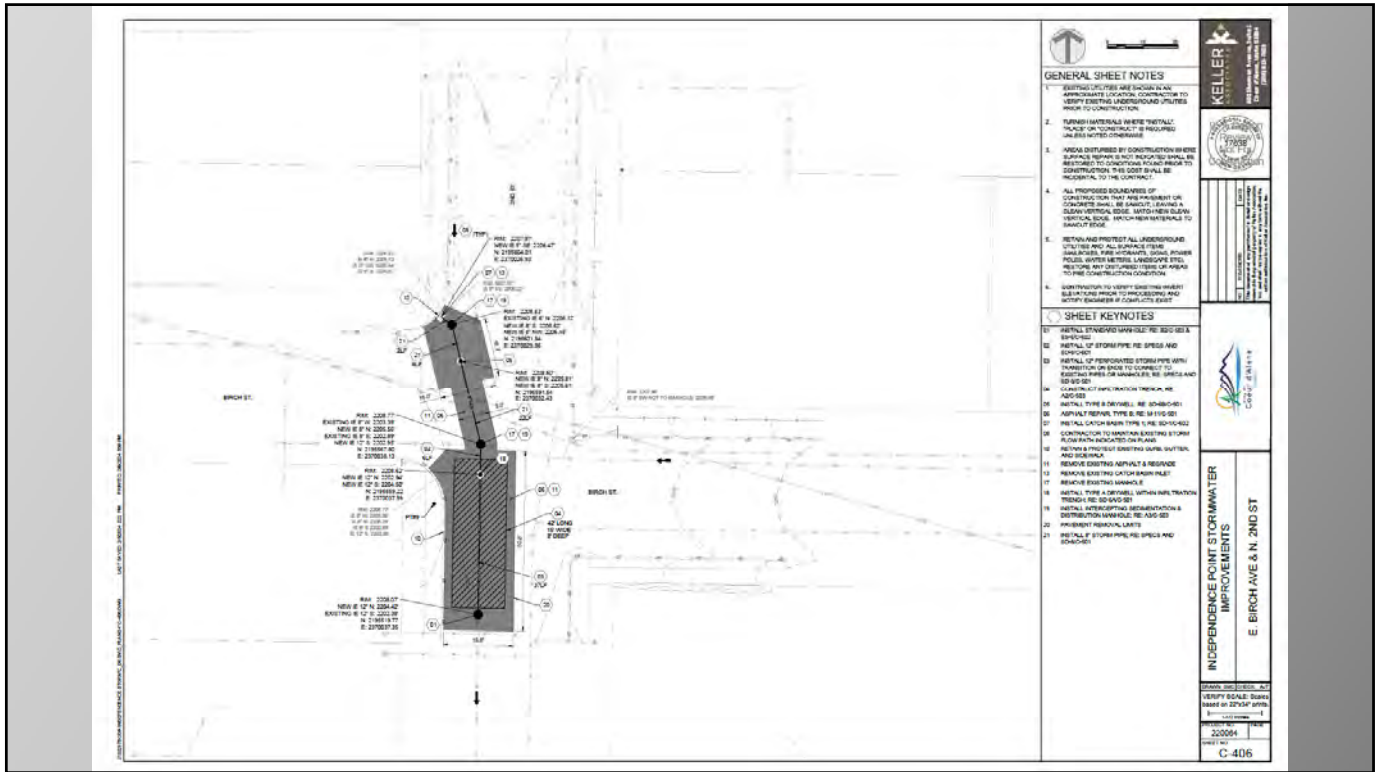
**Independence Point  
March 19, 2024**



## Independence Point Outfall







Summary of Opinion of Probable Costs, 100% Design		
ID	Description	Total Estimated Cost
A.1	Area 1 - E. Walnut and 3rd	\$51,000
A.2	Area 2 - E. Spokane and 3rd	\$60,000
A.3	Area 3 - E. Harrison and 3rd	\$61,000
A.6	Area 6 - E. Birch and 2nd	\$91,000
A.7	Area 7 - E. Elm and 2nd	\$84,000
A.8	Area 8 - E. Miller and 2nd	\$74,000
A.9	Area 9 - E. Boise and 2nd	\$29,000
A.10	Area 10 - E. Roosevelt and 2nd (Dry Well)	\$31,000
A.11	Area 11 - Government and Browne	\$77,000
<b>Base Bid Cost</b>		<b>\$558,000</b>
Contingency (20%)		\$111,600
<b>Total Cost</b>		<b>\$670,000</b>
Add. Alt. 1	Area 4 - E. Harrison and N 1st	\$39,000
Add. Alt. 2	Area 5 - E. Birch and 3rd	\$42,000
Add. Alt. 3	Area 10 - E. Roosevelt and 2nd (Infiltration Trench)	\$88,000
Add. Alt. 4	Asphalt Paving	\$168,000
Add. Alt. 5	Temporary Surface Repair	\$10,000
<b>Total Cost w/ Add. Alt.'s</b>		<b>\$1,017,000</b>

	<b>Terra Underground</b>	<b>S&amp;L Underground</b>
<b>Base Bid</b>	\$377,078.50	\$687,784.00
<b>Add Alt 1</b>	\$27,792.00	\$64,448.00
<b>Add Alt 2</b>	\$28,669.50	\$61,904.00
<b>Add Alt 3</b>	\$49,075.00	\$61,124.00
<b>Add Alt 4</b>	\$139,200.00	\$73,950.00
<b>Add Alt 5</b>	\$31,200.00	\$14,400.00

**Staff recommends that City Council award the contract to  
Terra Underground, LLC.**



RESOLUTION NO. 24-021

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING THE BID OF AND AWARING THE CONTRACT FOR CONSTRUCTION OF THE INDEPENDENCE POINT STORMWATER PROJECT TO TERRA UNDERGROUND, LLC, IN AN AMOUNT NOT TO EXCEED \$653,015.00.

WHEREAS, the City heretofore duly advertised invitation for bids for the construction of the Independence Point Stormwater project in Coeur d'Alene, Idaho, and said bids were opened as provided in said advertisement in the office of the City Clerk on Wednesday the 13<sup>th</sup> day of March, 2024, and the lowest responsive bid received was that of Terry Underground, LLC, in the amount of Six Hundred Fifty-Three Thousand, Fifteen and no/100s Dollars (\$653,015.00), and it is in the best interests of the City of Coeur d'Alene and the citizens thereof that said bid be accepted.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the bid of Terra Underground, LLC, in an amount not to exceed \$653,015.00, for the construction of the Independence Point Stormwater project, be and the same is hereby accepted.

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

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

DATED this 19<sup>th</sup> day of March, 2024.

---

James Hammond, Mayor

ATTEST:

---

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER WOOD Voted

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.

**PUBLIC WORKS CONSTRUCTION CONTRACT**  
**for**  
**INDEPENDENCE POINT STORMWATER IMPROVEMENTS**

THIS CONTRACT is made and entered into this 19<sup>th</sup> day of March, 2024, 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 **TERRA UNDERGROUND, LLC.**, a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at PO Box 2316, Hayden, ID 83835, hereinafter referred to as “**CONTRACTOR**.”

W I T N E S S E T H:

WHEREAS, after complying with State purchasing laws and the **CITY**'s Purchasing Policy, **CONTRACTOR** was determined to be the lowest responsible bidder; and

WHEREAS, it was deemed to be in the best interests of the **CITY** to accept the lowest responsible bid; and

WHEREAS, **CONTRACTOR** has been awarded the Contract for the **Independence Point Stormwater Improvements** Project, hereinafter referred to as the “Work,” according to the Contract Documents described below and on file in the office of the City Clerk of the **CITY**, which Contract Documents are incorporated herein by reference.

NOW, THEREFORE,

IT IS AGREED that, for and in consideration of the covenants and agreements made and to be performed by the **CITY** as set forth herein, **CONTRACTOR** shall complete the Work, furnishing all labor and materials therefor according to the Contract Documents. All material shall be of the high standard required by the Contract Documents and approved by the **CITY**, and all labor performed shall be of first-class workmanship.

**CONTRACTOR** agrees to receive and accept, as full compensation for furnishing all labor and materials for the Work, an amount equal to the sum of the total for the items list in the Bid Schedule. The total for each item in the Bid Schedule shall be calculated by determining the actual quantity of each item and multiplying that actual quantity by the unit price bid by the **CONTRACTOR** for that item in the Bid Schedule. The total amount of the contract shall not exceed Six Hundred Fifty-Three Thousand, Fifteen and no/100 Dollars (\$653,015.00). For additions or deductions to the Contract amount, the unit prices as set forth in the written bid of **CONTRACTOR** are hereby made part of this Contract.

A request for a progress payment must be submitted by the 10<sup>th</sup> of the month for work done in the previous calendar month. Payment shall be made by the end of that calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%) retainage. Final payment shall be made within thirty (30) days after completion of all work and



acceptance by the City Council, provided that **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 Work shall be complete and ready for final payment no later than June 10, 2024. No Work shall be performed after June 10, 2024, unless authorized by the **CITY** in writing.

**CONTRACTOR** acknowledges that time is of the essence in this Contract and the failure of **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 **CONTRACTOR** shall fail to complete the Work within the Contract Time, **CONTRACTOR** shall pay to the **CITY**, or the **CITY** may withhold from monies due **CONTRACTOR**, liquidated damages at the rate of One-thousand Five-hundred and No/100 Dollars (\$1,500.00) per calendar day, which sums shall not be construed as a penalty.

**CONTRACTOR** shall indemnify, defend, and hold the **CITY** harmless from any and all claims arising from **CONTRACTOR**'s actions or omissions in performance of this Contract, including the actions and omissions of **CONTRACTOR**'s employees, representatives, agents, and subcontractors. In addition, **CONTRACTOR** shall maintain liability insurance naming the **CITY** as an additional insured, and not merely a "certificate holder," in the amount of at least Five Hundred Thousand Dollars (\$500,000.00) for property damage or for bodily or personal injury, death, or loss as a result of any one occurrence or accident. It is the **CITY**'s intent, and **CONTRACTOR**'s agreement, that **CONTRACTOR**'s liability insurance shall have limits of not less than those provided for by Idaho Code § 6-924. A certificate of insurance shall further provide at least thirty (30) days' written notice to the **CITY** prior to cancellation of the policy.

**CONTRACTOR** agrees to maintain Worker's Compensation coverage on all employees, including the employees of subcontractors, during the term of this Contract as required by Title 72, Idaho Code. In addition to a certificate of insurance, **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. Should **CONTRACTOR** fail to maintain the required Worker's Compensation insurance during the entire term hereof, **CONTRACTOR** shall indemnify the **CITY** against any loss resulting to the **CITY** from such failure, either by way of compensation or additional premium liability.

Certificates of all insurance required by this Contract shall be filed with the City Clerk.

Pursuant to Idaho Code § 44-1002, ninety-five percent (95%) of the employees engaged by **CONTRACTOR** for the Work shall be bona fide Idaho residents; PROVIDED, where fifty (50) or fewer persons are employed by **CONTRACTOR** for the Work, up to ten percent (10%) may be nonresidents of Idaho; PROVIDED FURTHER, in all cases **CONTRACTOR** shall give preference to the employment of bona fide Idaho residents in the performance of the Work.

In consideration of the award of this Contract to **CONTRACTOR**, and in recognition that the business in which **CONTRACTOR** is engaged is of a transitory character and that

**CONTRACTOR**'s property may be outside the state of Idaho when taxes, excises or license fees to which **CONTRACTOR** is liable become payable, **CONTRACTOR** further 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; and
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 may constitute a lien upon **CONTRACTOR**'s property, **CONTRACTOR** shall secure the same to the satisfaction of the officers charged with the collection thereof; and
3. That, in the event of a default in the payment or securing of such taxes, excises and license fees, **CONTRACTOR** consents that the **CITY** may withhold from any payment due **CONTRACTOR** 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** may be liable.

**CONTRACTOR** further agrees to comply will all the requirements of **Attachment 1**, which is incorporated herein by reference.

Pursuant to Idaho Code § 67-2359, **CONTRACTOR** certifies that it is not currently owned or operated by the government of the People's Republic of China and will not, for the duration of this Contract, be owned or operated by the government of People's Republic of China.

Pursuant to Idaho Code § 67-2346, **CONTRACTOR** certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of goods or services from Israel or territories under its control.

Pursuant to Idaho Code § 18-8703, **CONTRACTOR** certifies that it is not, and will not for the duration of this Agreement become, an abortion provider or an affiliate of an abortion provider, as those terms are defined in the "No Public Funds for Abortion Act," Idaho Code §§ 18-8701 et seq.

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

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

- A) Advertisement For Bids
- B) Information For Bidders

- C) Bid Proposal
- D) Bid Bond
- E) Bidding Forms as Required
- F) Contract
- G) Labor and Materials Payment Bond
- H) Performance Bond
- I) Notice of Award
- J) Notice to Proceed
- K) Change Order
- L) General Conditions
- M) Technical Specifications
- N) Special Provisions
- O) Plans
- P) Addenda

No. \_\_\_\_\_, dated \_\_\_\_\_, \_\_\_\_\_

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

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

**CITY OF COEUR D'ALENE**

By \_\_\_\_\_  
James Hammond, Mayor

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (printed name)  
\_\_\_\_\_ (title)

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.