



Coeur d'Alene CITY COUNCIL MEETING

May 2, 2023

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

*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.*

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 H - Public Comments** is identified by the Mayor. The Mayor and Council will not normally allow audience participation at any other time.

May 2, 2023

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: None Scheduled.

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. PRESENTATION:

- 1. Proclamation of Bike to Work Month – May 2023.

Accepted by: Monte McCully Trails Coordinator and Dave Passaro, Committee member

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

F. ANNOUNCEMENTS

- 1. City Council
- 2. Mayor

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

- 1. Approval of Council Minutes for the April 18, 2023, Council Meeting.

2. Approval of General Services/Public Works Committee Meeting Minutes for April 24, 2023.
3. Approval of Bills as Submitted.
4. Authorization of the Abandonment of Easement through Sunrise Addition

As Recommended by the City Attorney

5. **Resolution No. 23-026:**
 - a. Approval of an Agreement with North Idaho BMX, Inc. d/b/a Cherry Hill BMX for use of Cherry Hill Park.
 - b. Approval of an Agreement with the Downtown Association, in the Annual Amount of \$63,000.00, to perform Certain Specified Duties within the Downtown Core.
 - c. Approval of a Memorandum of Understanding with Kootenai County for a Five-Year Fixed Fee Structure for use of the Motorola Spillman Public Safety CAD/RMS System.
 - d. Approval of an Agreement with HGACBuy for a Cooperative Purchasing Program
 - e. Approving Donation Agreement with Kootenai County Fire & Rescue (KCFR) for Used SCBAs to KCFR and a 2017 Ford Explorer SUV to the City.
6. **Resolution No. 23-027** - Consenting to the Continuation of the Fatbeam LLC., Franchise Agreement Dated December 20, 2022, After Acquisition by Basalt Infrastructure Partners LLC.

As Recommended by the General Services/Public Works Committee

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

I. OTHER BUSINESS:

1. **Resolution No. 23-028** – Urging All Citizens to Cast a Ballot in School District No. 271’s Supplemental Levy Election Being Held on May 16, 2023, and Expressing Support for the Levy.

Staff Report by: Troy Tymesen, City Administrator

2. **Resolution No. 23-029** – Approval of a Contract with Apollo, Inc., for the Solids Building Improvements Project, in the Amount of \$5,441,903.00.

Staff Report by: Mike Becker, Wastewater Capital Program Manager

3. **Resolution No. 23-030**- Approving a Memorandum of Understanding with Sunrise Rotary for the Purchase and Installation of a Pair of Rectangular Rapid Flashing Beacons (RRFBs) for Woodland Middle School.

Staff Report by: Chris Bosley, City Engineer

J. RECESS to May 8, 2023, at 12:00 Noon in the Library Community Room, located at 702 E. Front Avenue for a workshop regarding Fiscal Year 2022-2023 General Fund, Fund Balance.

PRESENTATIONS

PROCLAMATION

WHEREAS, for more than a century, the bicycle has provided an independent form of transportation for many Americans; and

WHEREAS, more than 100 million Americans engage in bicycling today for fun, fitness, sport recreation and transportation; and

WHEREAS, the use of bicycles for transportation and recreation benefits all citizens of Coeur d'Alene; and

WHEREAS, the City of Coeur d'Alene has worked steadily to encourage bicycling as a healthy mode of transportation and recreation; and

WHEREAS, each year the City of Coeur d'Alene and the league of American Bicyclists recognize National Bike Month and promote bicycling events like Bike to Work Week; and

NOW, THEREFORE, I James Hammond, Mayor of the City of Coeur d'Alene, Idaho, do hereby proclaim the month of May, 2023 as.

“BIKE MONTH”

In Coeur d'Alene and encourage all citizens to ride their bikes to work during Bike to Work Week, May 15th through May 19th, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d'Alene to be affixed this 2nd day of May, 2023.



James Hammond
James Hammond, Mayor

ATTEST:

Renata McLeod
Renata McLeod, City Clerk

May is National Bike Month

Ride to Work

Ride to School

Ride to Errands

Ride for Fun

Just Ride More.....

Ride Activities and Support

Community Events

Educational Opportunities

Cyclist Discounts

Great Gifts and Prizes



Why Bike?

NATIONAL BIKE TO WORK DAY | THIRD FRIDAY IN MAY

The observance encourages us to bike to work, but it also raises awareness of cyclists as they commute to and from work each day.

National Bike to Work Day promotes the bicycle as a healthy and safe alternative for commuting to work. Some of the benefits of commuting to work by bicycle include:

Physical fitness – Cyclists get an aerobic workout before and after work. It's also low impact exercise that is easy on the joints.

Fuel savings – They save fuel costs, which puts more money back in their pockets.

Smaller carbon footprint – By cycling, they reduce carbon emissions resulting in cleaner air.

SAFETY FIRST

- Always wear a helmet.
- Wear reflective clothing.
- Limit distractions.
- Ride with the flow of traffic, not into traffic.
- Learn hand signals and use them.

PARTICIPATION IS CELEBRATION

- Attend a community biking event
- Share biking tips with a child
- Take a bike safety course
- Bike to work as often as possible
- Learn the history of bikes



Bike to Work Week Activities

May 15th, Monday, 7:00am to 9:00am

What: **Bike to Work Week Kickoff Pancake Breakfast**

Where: Coeur d'Alene Resort at Wilma Lot on the corner of Sherman & 2nd next to Hudson's Burgers

Why: To celebrate the start to bike to work week, all cyclists invited to stop by and enjoy a complimentary breakfast of pancakes, eggs, fruit, pastries and DOMA coffee.

Sponsored by: The Coeur d'Alene Resort and DOMA Coffee

May 19th, Friday, 7:00am to 9:00am

What: **Bike to Work Day Morning Ride Energizer Stations**

Where:

Station 1: Starbucks—3500 N Government Way at Neider

Station 2: Lakeshore Realty—1080 E Lakeshore Drive near Tubbs Park (from 8am to 10pm)

Station 3: University of Idaho—1031 N Academic Way at the Harbor Center on the Centennial Trail

Why: To celebrate the start of Bike to Work Day, all cyclists invited to stop by any of the energizer stations across town for a complimentary beverage, snack and encouragement

May 19th, Friday, 4:00pm to 7:00pm

What: **Bike to Work Day Post Ride Celebration**

Where: Taphouse Unchained 210 Sherman Ave at the Resort Shops

Why: To celebrate the end of Bike to Work Day, all cyclists invited to stop by for a happy hour food spread, 1 complimentary drink tickets, music and lots of raffle prizes for bicycling participants. In addition, there will be opportunities to demo E-Bikes.

Sponsored by: The Coeur d'Alene Resort and Taphouse Unchained and all of our raffle donors



Community Rides

Friday, May 5th, 7:00pm to 10:00pm

Full Moon Ride

Saturday, May 6th, 10:30am to 12:30pm

The Lake City Bicycle Collective Ride

Friday, May 12th, 5:00pm to 8:00pm

Ride to Art Walk, 2nd Friday

Saturday, May 13th, 10:30am to 1:30pm

The Firehouse Ride of Coeur d'Alene

Sunday, May 14th, 12:45pm to 4:00pm

Mother's Day Ride

Wednesday, May 17th, 5:00pm to 7:00pm

Music Conservatory of Coeur d'Alene Ride

Sunday, May 21st, 10:00am to Finish

TREK Store Hilly Nilly Gravel Ride

Wednesday, May 24th, 6:00pm Start

Vertical Earth Ride

Additionally there will be repair, maintenance and travel clinics during the month



Bike Month Community Activities

Coeur d'Alene Public Library



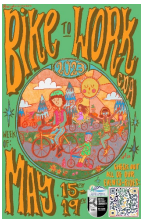
Bike themed Baby Story Time:
Tuesday, May 16th at 10am in the Story Room.

Bike themed Toddler Story Times:
Wednesday, May 17th at 9am AND 11am in the Story Room.

Bike themed Preschool Story Times:
Friday, May 19th at 10am AND 3pm in the Story Room.

Bike themed Scavenger Hunt:
Throughout the Children's Library from May 1st through May 31st. Completed scavenger hunt forms can be turned in to receive a small prize and entry into a bike-themed raffle drawing.

Themed Book Display:
Located on the circular shelving unit in the Children's Library. Bike-themed books will be displayed from May 1st through May 31st. This is probably where we'll display the bike-prize for the raffle drawing.



T-Shirts

Order your T-Shirt

Sizes Available

XS, S, M, L, XL, XXL
and XXXL



4-14-2023
Bike to Work Week
Photo: [unreadable]



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

April 18, 2023

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 April 18, 2023, at 6:00 p.m., there being present the following members:

James Hammond, Mayor

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

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

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

PRESENTATIONS:

ARBOR DAY PROCLAMATION- Mayor Hammond read and presented the Arbor Day proclamation proclaiming April 28, 2023, as Arbor Day within the City of Coeur d'Alene. Urban Forester Nick Goodwin accepted the proclamation and noted a celebration will be held at the Atlas Mill River Park on April 28, at 10:00 a.m. He said the City had been partnering with the Arbor Day Organization of North Idaho since 1986, and each year all 4th grade students received a seedling to plant at their home. He mentioned North Idaho College was hosting a drive-through tree giveaway on April 29, at the Molstead Library parking lot from 12:00 – 2:00 p.m.

FIRE DEPARTMENT'S IDAHO STATE TIME SENSITIVE EMERGENCY (TSE) ACCREDITATION - EMS Officer Steven Jones explained the Fire Department received accreditation for addressing the top three (3) time sensitive preventable causes of death: significant trauma, stroke, or heart attack. He said the designation is awarded to agencies which demonstrated excellent patient care, quality improvement, and commitment to working with the Idaho TSE system. He said the Coeur d'Alene Fire Department was recognized as one of three agencies in Idaho Region 1 with the TSE EMS designation, and is dedicated to ongoing excellence in patient care. He mentioned more information was available on the TSE of Idaho website at: www.Healthandwelfare.idaho.gov/providers/time-sensitive-emergency.

Councilmember Wood asked how big Region 1 was, with EMS Officer Jones explaining he wasn't sure of the size, yet there were six (6) regions in total, with Region 1 located in the north. Councilmember Wood thanked the Fire Department for their efforts in obtaining the accreditation.

FIRE DEPARTMENT PRESENTATION OF A COMMUNITY AWARD - EMS Officer Steven Jones presented a Certificate of Exemplary Action to Bill Span for his actions related to an incident on January 5, 2023, in which he provided CPR to an individual at Crickets Restaurant. He said that due to a limited number of emergency responders present, Mr. Span was asked to continue to do chest compressions while paramedics prepared for further life-saving measures. He said the extra set of hands provided invaluable assistance in saving the life of the patient. Mayor Hammond thanked Mr. Span for his actions.

ANNOUNCEMENTS:

Councilmember Wood asked Police Chief White to share a few details from the Police Department's Annual Report. Chief White said the most important part of the report was the reduction of Part 1 crimes. He noted in 2022 there were 728, and in 1999, which is as far back as the data went, there were over 2000 Part 1 crimes. He noted the men and women of his department were doing an excellent job with implementation of the intelligence led and community oriented policing models. Mayor Hammond thanked Chief White for his leadership.

Councilmember McEvers thanked the Streets and Engineering Department for installing the new stop signs on Howard Street.

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 April 4, 2023, Council Meeting.
2. Approval of General Services/Public Works Committee Meeting Minutes for April 10, 2023.
3. Approval of Bills as Submitted.
4. Approval of Financial Report.
5. Setting of General Services/Public Works Committee Meeting for April 24, 2023.
6. **Resolution No. 23-025:** A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, FOR THE FOLLOWING: APPROVAL OF AN AGREEMENT WITH THE IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY FOR THE EAST SHERMAN STORMWATER OUTFALL VOLUME REDUCTION PROJECT IN THE AMOUNT OF \$190,000.00; APPROVAL OF A CONTRACT WITH STEWART CONSTRUCTION, INC., FOR THE 11TH STREET STORMWATER PROJECT IN THE AMOUNT OF \$274,625.00; AUTHORIZATION TO SEEK ADDITIONAL FUNDING FROM THE IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY FOR THE INDEPENDENCE POINT STORMWATER OUTFALL VOLUME REDUCTION PROJECT IN THE AMOUNT OF \$668,000.00; APPROVAL OF AN AGREEMENT WITH THE IDAHO TRANSPORTATION DEPARTMENT FOR THE RECTANGULAR RAPID FLASHING BEACON PROJECT; AND APPROVAL OF A CONTRACT CHANGE REQUEST BY CORE CONSTRUCTION FOR PRECONSTRUCTION SERVICES FOR THE POLICE DEPARTMENT REMODEL/EXPANSION PROJECT IN THE AMOUNT OF \$40,000.00.

MOTION: Motion by McEvers, seconded by Evans, to approve the Consent Calendar as presented, including **Resolution No. 23-025**.

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

PUBLIC COMMENTS:

Justin O’Connell, Huetter, stated he had concerns with a recently rebranded non-profit corporation. He said City taxes were now being spread out across the county and there was no accountability as they were not subject to open meeting laws.

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

The meeting adjourned at 6:23 p.m.

ATTEST:

James Hammond, Mayor

Sherrie L. Badertscher
Executive Assistant

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April 24, 2023

GENERAL SERVICES/PUBLIC WORKS COMMITTEE MINUTES

12:00 p.m., Library Community Room

COMMITTEE MEMBERS

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

CITIZENS

Dusti Burmeister, CFO, Fatbeam
Emily Boyd, Executive Director, Downtown Association

STAFF

Juanita Knight, Senior Legal Assistant
Bill Greenwood, Parks & Recreation Director
Mike Becker, Capital Program Manager, Wastewater
Stephanie Padilla, City Accountant, Finance Department
Fire Chief Tom Greif, Fire Department
Troy Tymesen, City Administrator

Item 1. Approval of a three-year Agreement with North Idaho BMX. (Consent Resolution)

Bill Greenwood, Director, Parks and Recreation Department is requesting Council approve a three-year agreement with North Idaho BMX, Inc., d/b/a Cherry Hill BMX, at Cherry Hill Park. Mr. Greenwood explained in his staff report that the North Idaho BMX was a major contributor to the BMX Track at Cherry Hill. North Idaho BMX provided the equipment, labor and most of the material to construct the track. North Idaho BMX has also been the main contributor to maintaining the track and preparing for event use. The track has been in place for 17 years and has been very successful in engaging youth in the sport of BMX bicycling. North Idaho BMX is saving the City a lot of costs with regard to maintaining the track since they do the vast majority of the work. They will continue to do the maintenance of the track which also includes litter and debris removal within the vicinity of the track. This year the City's Recreation Division is partnering with North Idaho BMX to offer riding classes for this upcoming race season. Staff is hopeful the City will be able to continue these classes in the years to come.

Councilmember Gookin requested that the North Idaho BMX give a presentation to the full City Council regarding what they do. Mr. Greenwood said he will contact them and try to get that arranged.

MOTION: by Gookin, seconded by McEvers, to recommend that Council approve a three-year agreement with North Idaho BMX. Motion Carried.

Item 2. Acceptance of Bid and Award a Contract to Apollo, Inc. for the Solids Building Improvements Project, in the amount of \$5,441,903.00. (Agenda)

Mike Becker, Capital Program Manager, Wastewater, is requesting Council accept the low bid of and award a contract to Apollo Inc., for the City of Coeur d'Alene (City) Wastewater Department's Solids Building Improvements Project in the amount of \$5,441,903.00. Mr. Becker explained the scope of work included in the Wastewater Departments 2018 Facility Plan's Implementation Schedule, and said the Solids Building Improvements Project is a planned multi-year project. Mr. Becker said the city procured a new GEA® Centrifuge in 2021 and took delivery in March 2022. Because the project includes specialty construction, and following Idaho Code 67-2805, the Wastewater Department began a general contractor prequalification and bidding process for this project. On April 11, 2023, two bids were opened and read aloud. The bids received are:

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Apollo, Inc.	\$5,441,903.00
Clearwater Construction and Management, LLC.	\$5,583,773.90
Slayden Construction, Inc.	No Bid Submitted
Engineer's Revised Estimate of Probable Costs:	\$5,500,000.00

Mr. Becker explained that based on HDR Engineer's review of bids, the responsive and low bidder is Apollo, Inc. The Wastewater Department has budget authority for this multi-year project. Currently, \$1.4M has been allocated for the first year of this project, and the Wastewater Department will budget accordingly in the following FY 2023/2024. Apollo has successfully completed two major treatment plant projects to the Wastewater Department's satisfaction. On March 31, 2023, the City received the Idaho Department of Environmental Quality's approval for construction of this project in conformance with IDAPA 58.01.16.

Councilmember McEvers asked about the prequalification estimates vs what Apollo bid on the tank cover and asked why it is so low. Mr. Becker said they did not present a request for substitutes for this request item and it meets the specs at this point. Mr. Becker said he finds it within reason as it is just a plastic floating cover. Mr. Becker added that this particular tank is scheduled for replacement in 20 – 30 years. When it is replaced, they may consider a more permanent cover.

Councilmember McEvers asked about Change Orders and what can be expected with this large of a project. Mr. Becker said there will be a couple of Change Orders because they are dealing with new technology with this project.

MOTION: by Gookin, seconded by McEvers, to recommend that Council accept the bid of and award a contract to Apollo, Inc., for the Solids Building Improvements Project, in the amount of \$5,441,903.00. Motion Carried.

Item 3. Approval of an Agreement with the Downtown Association for, in the Annual Amount of \$63,000.00, to perform Certain Specified Duties within the Downtown Core.
(Consent Resolution)

Stephanie Padilla, City Accountant, Finance Department is requesting Council approve a three-year agreement with the Downtown Association. Mrs. Padilla explained in her staff report that the Downtown Association was established in May 1990 as a comprehensive, non-profit, downtown management agency governed by a membership-elected Board of Directors. The Downtown Association operates in the boundaries of the Downtown Core and operates the Business Improvement District (BID). A working partnership between the City of Coeur d'Alene and the Downtown Association has been in existence since 1990. Through the working partnership, the Downtown Association assists the City of Coeur d'Alene in preserving the majestic atmosphere in trade, commerce, and industry. It is advantageous for the City to use the knowledge and presence of the Downtown Association, which has the capability and resources to undertake certain obligations for the City in order to further the public health and safety of the community. Mrs. Padilla said the total annual contract cost is Sixty-Three Thousand Dollars (\$63,000.00). This includes a monthly fee of Three Thousand Five Hundred Dollars (\$3,500.00) for administrative support of monthly parking meetings and maintenance of the 3rd Street Parking Garage, and Five Thousand Two Hundred Fifty Dollars (\$5,250.00) paid quarterly in exchange for assistance and services provided to the City.

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Councilmember Gookin asked if the City has budgeted for the \$63,000.00. Mrs. Padilla said yes, it is the Parking Fund line item. Councilmember Gookin asked if there are changes to the list of Maintenance Responsibilities. Mrs. Padilla said yes, 1) The City's Urban Forester, Nick Goodwin, requested he take over the care of the street trees and 2) Because the Rotary Club gave the City the Centennial Park, the City will now maintain that park.

Councilmember Gookin said he has seen in the budget somewhere that the City pays the Downtown Association \$9,000 and asked what that is for. Bill Greenwood, Parks and Recreation Director said the City has some irrigation repairs, winterizations, de-winterization, etc. that the City contracts out and that comes out of the Parks budget.

MOTION: by Gookin, seconded by McEvers, to recommend that Council approve a three-year agreement with the Downtown Association, in the amount of \$63,000.00 per year, to perform certain specified duties within the Downtown Core. Motion Carried.

**Item 4. Approval of an Agreement with HGACBuy for a Cooperative Purchasing Program.
(Consent Resolution)**

Stephanie Padilla, Finance Department, is requesting Council approve a contract with HGACBuy so that the City may participate in a Cooperative Purchasing Program pursuant to Idaho Code § 67-2807. Mrs. Padilla explained in her staff report that HGACBuy is a nationwide government procurement service and allows for local governments to make purchases or provide purchasing services without individually following a formal bid process. As required by State law, HGACBuy has followed a formal bid process for items the City may wish to purchase. HGACBuy has over 800 approved suppliers and contractors, which include local authorized resellers, it provides volume purchasing and pricing discounts, and offers an expedited procurement process that can eliminate the time to prepare and perform a competitive bid process. HGACBuy has been serving local governments for more than 40 years. There is no cost to the City. All purchases through HGACBuy will still require approval by Council, through budget approval or project approval. HGACBuy will be an additional source for purchasing public safety, public works, emergency services, and communication equipment, as a wide variety of capital equipment is currently available under the approved competitive bid contract with HGACBuy.

Councilmember McEvers asked if this is a side-step around competitive bidding. Mrs. Padilla said no. She said the competitive bidding has already been done by HGACBuy.

Councilmember Gookin asked if HGACBuy has a scope of what they provide. Mrs. Padilla said HGACBuy has a very large scope of items. She said you can purchase anything from an ambulance all the way down to an air compressor. She said they are basically and middle-man purchaser.

MOTION: by Gookin, seconded by McEvers, to recommend that Council approve an agreement with HGACBuy for its Cooperative Purchasing Program. Motion Carried.

**Item 5. Approval of a Memorandum of Understanding with Kootenai County for a Five-Year Fixed Fee Structure for use of the Motorola Spillman Public Safety CAD/RMS System.
(Consent Resolution)**

Chief Grief, Fire Department, is requesting Council approve a Memorandum of Understanding (MOU) with Kootenai County for the Fire Department's use of the jointly operated Motorola-Spillman CAD/RMS system.

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Chief Grief explained in his staff report that the Fire Department has partnered with the Kootenai County Sheriff's Office since the 1990's on a regional computer aided dispatch (CAD)/Records Management System (RMS) known as Spillman which handles "notifications" of the Fire Department. General funds are budgeted to pay Kootenai County for hardware/maintenance needs and Spillman-required yearly maintenance costs. The Fire Department has worked with Kootenai County and Motorola – Spillman to determine which maintenance costs are the responsibility of the Department, of the County, or no longer applicable. This process took about 1 year to clarify. This resulted in Motorola creating a set fee of \$1,900.00 per year for a total 5-year maintenance and subscription fee. This fee is in addition to the annual Spillman User Fee that we already have budgeted for \$7,107.00. This MOU locks in maintenance fees for the next five (5) years and allows the Fire Department to work in partnership with Central dispatch/9-1-1 and other agencies on the system and does not change or alter business operations for the public safety agencies.

Councilmember McEvers asked if this is an increase from the last 5 years. Chief Grief said yes in that this is actually new for the Fire Department. He said for the last couple of decades the Police Department has absorbed this cost.

MOTION: by Gookin, seconded by McEvers, to recommend that Council approve a Memorandum of Understanding with Kootenai County for a Five-Year fixed fee structure for use of the Motorola Spillman Public Safety CAD/RMS System by the Fire Department. Motion Carried.

Item 6. 1) Approval of the Donation of Used Self-Contained Breathing Apparatuses (SCBA) to Local First Responder Agencies, and 2) Approve the Donation Agreement with Kootenai County Fire & Rescue which includes a 2017 Ford Explorer SUV in exchange for used SCBA's.

(Consent Resolution)

Chief Grief, Fire Department, is requesting Council approve the surplus and donation of old Self-Contained Breathing Apparatus ("SCBA") to local fire departments and the Firefighter 1 Program at the NIC Workforce Training Center. He is also requesting Council approve a Donation Agreement with Kootenai County Fire & Rescue. Chief Grief explained in his staff report that the Fire Department replaced its Self-Contained Breathing Apparatus SCBA this year through the City budget process as they were approaching their 15- year life span. The used SCBA units could possibly provide 1-2 years of useful life if used in a limited capacity with little re-sale value. The City would receive in return a 2017 Ford Explorer from KCFR. The donation of the SCBA units to neighboring first responder agencies would emphasize our valued partnerships with each of them.

MOTION: by Gookin, seconded by McEvers, to recommend that Council approve the Donation of used SCBAs to Local First Responder Agencies, and Approve a Donation Agreement with Kootenai County Fire & Rescue for the Used SCBAs, with KCFR also providing a 2017 Ford Explorer SUV to the City. Motion Carried.

Item 7. Approval to the continuation of the Franchise Agreement with Fatbeam, LLC.
(Agenda)

Troy Tymesen, City Administrator, is requesting Council consent to the continuation of the Franchise Agreement between Fatbeam, LLC, and the City of Coeur d'Alene. Mr. Tymesen explained in his staff report that on December 20, 2022, the City Council adopted Ordinance 3711, granting a non-exclusive franchise to Fatbeam,

DRAFT

LLC, (hereinafter “Fatbeam”) to construct, operate, and maintain a telecommunications system, with all necessary facilities, within the City of Coeur d’Alene. The Ordinance included a Franchise Agreement with terms and conditions that govern the relationship between Fatbeam and the City. On April 10, 2023, the City received a letter from Fatbeam, advising that a fund of Basalt Infrastructure Partners LLC (hereinafter “Basalt”) has agreed to acquire Fatbeam Holdings, LLC, of which Fatbeam is a wholly owned subsidiary, and, therefore, Basalt will own a controlling interest in Fatbeam when the transaction has been completed. The Franchise Agreement between Fatbeam and the City provides that every change, transfer, or acquisition of control of Fatbeam shall make the Franchise subject to cancellation unless and until the City Council shall have consented thereto, which consent will not be unreasonably withheld. There will be no financial impact on the City as the Franchise Agreement will remain in full force and effect according to existing terms and conditions. The current Franchise agreement is for a ten (10) year term, with an option to renew for an additional five (5) years, with payment to the City on a quarterly basis of five percent (5%) of Fatbeam’s gross revenue derived from the operation of the Telecommunications System in the City.

Councilmember McEvers asked if there are any concerns, in the long run, that the local level of Fatbeam will fade away. Dusti Burmeister, CFO, Fatbeam, said Fatbeam has their headquarters office right here in Riverstone. They also have offices in Boise and Twin Falls and they are only expanding in Idaho. They are not dismantling or leaving, simply just expanding. She added that the current transaction is only an equity transaction. They will be changing Board of Directors and where they get their investment funds from.

MOTION: by Gookin, seconded by McEvers, to recommend that Council approve the Continuation of the Franchise Agreement with Fatbeam, LLC. Motion Carried.

Recording of the meeting can be found at:
<https://www.youtube.com/live/JGskEsp0ed4?feature=share>

The meeting adjourned at 12:40 p.m.

Respectfully submitted,
Juanita Knight
Senior Legal Assistant
Recording Secretary

ABANDONMENT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that **CITY OF COEUR D'ALENE**, whose address is 710 E. Mullan Ave., Coeur d'Alene, who may be the dominant tenant of an easement described herein, does hereby abandon any interest in the following described easement, if such easement exists:

A twenty-foot (20') wide strip of property along the north side of
Lots 1, 2 and 12 of Block 1
Lots 1, 15, 16 and 17 of Block 2
Lots 1 and 6 of Block 3
Sunrise Addition
According to Book E of Plats, page 18
In SW Sec. 1, Township 50 N, Range 4 West, W.B.M.

over and through the following described property:

Lots 1, 2 and 12 of Block 1
Lots 1, 15, 16 and 17 of Block 2
Lots 1 and 6 of Block 3
Sunrise Addition
According to Book E of Plats, page 18
In SW Sec. 1, Township 50 N, Range 4 West, W.B.M.

IN WITNESS WHEREOF, the undersigned have executed this instrument on this _____ day of _____, 2023.

CITY OF COEUR D'ALENE

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

STATE OF IDAHO)
)
COUNTY OF KOOTENAI) SS

On the _____ day of _____, 2023, before me, a Notary Public, personally appeared James Hammond and Renata McLeod, known or identified to me to be the Mayor and City Clerk of the City of Coeur d’Alene and the persons whose names are subscribed to the within instrument, and acknowledged to me that the City of Coeur d’Alene executed the same.

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

Notary Public for Idaho
Residing at _____
My Commission Expires: _____

RESOLUTION NO. 23-026

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO APPROVING THE FOLLOWING: AGREEMENT WITH NORTH IDAHO BMX, INC., D/B/A CHERRY HILL BMX, FOR RACES AND EVENTS AT CHERRY HILL PARK; AGREEMENT WITH THE COEUR D'ALENE DOWNTOWN ASSOCIATION, INC., TO PERFORM CERTAIN SPECIFIED DUTIES WITHIN THE DOWNTOWN CORE FOR THE AMOUNT OF \$63,000.00 ANNUALLY; MEMORANDUM OF UNDERSTANDING WITH KOOTENAI COUNTY FOR A FIVE-YEAR, FIXED FEE STRUCTURE FOR USE OF THE SPILLMAN PUBLIC SAFETY SYSTEM; INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING PROGRAM WITH H-GAC; AND DONATION AGREEMENT WITH KOOTENAI COUNTY FIRE & RESCUE (KCFR) FOR THE USED SCBAS TO KCFR AND A 2017 FORD EXPLORER SUV TO THE CITY.

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

- A) Agreement with North Idaho BMX, Inc., d/b/a Cherry Hill BMX, for races and events at Cherry Hill Park;
- B) Agreement with the Coeur d'Alene Downtown Association, Inc., to perform certain specified duties within the downtown core for the amount of \$63,000.00 annually;
- C) Memorandum of Understanding with Kootenai County for a Five-Year, fixed fee structure for use of the Spillman Public Safety System;
- D) Interlocal Contract for Cooperative Purchasing Program with H-GAC;
- E) Donation Agreement with Kootenai County Fire & Rescue (KCFR) for the used SCBAs to KCFR and a 2017 Ford Explorer SUV to the City;

AND

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements and take the other actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits "A" through "E" and incorporated herein by

reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements and the other action documents, so long as the substantive provisions of the agreements and the other action documents remain intact.

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

DATED this 2nd day of May, 2023.

James Hammond, Mayor

ATTESTL:

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 _____.

**GENERAL SERVICES/PUBLIC WORKS
STAFF REPORT**

DATE: **APRIL 24, 2023**

FROM: **BILL GREENWOOD, PARKS & RECREATION DIRECTOR**

SUBJECT: **RENEWAL OF BMX ASSOCIATION AGREEMENT (*action Item*)**

DECISION POINT:

Should the City Council approve a three (3) year agreement with North Idaho BMX, Inc., d/b/a Cherry Hill BMX, for races and events at Cherry Hill Park?

HISTORY:

North Idaho BMX was a major contributor to the BMX Track at Cherry Hill. It provided the equipment, labor and most of the material to construct the track. It has also been the main contributor to maintaining the track and preparing for event use. The track has been in place for 17 years and has been very successful in engaging youth in the sport of BMX bicycling.

FINANCIAL ANALYSIS:

North Idaho BMX is saving the City a lot of costs with regard to maintaining the track since it does the vast majority of the work. It will continue to do the maintenance of the track which also includes litter and debris removal within the vicinity of the track.

PERFORMANCE ANALYSIS:

This year our Recreation Division is partnering with North Idaho BMX to offer riding classes for this upcoming race season. Hopefully, we will be able to continue these classes in the years to come. Attached is the agreement that spells out the responsibilities and expectations of North Idaho BMX and the City. The terms of this agreement as the same as the terms and conditions of prior agreements.

DECISION POINT:

City Council should approve a three (3) year agreement with North Idaho BMX, with the option for an additional three-year term, for races and events at Cherry Hill.

AGREEMENT

THIS AGREEMENT is entered into the 2nd day of May, 2023, between the **CITY OF COEUR D' ALENE**, a municipal corporation organized pursuant to the laws of the state of Idaho, hereinafter referred to as "City," and **NORTH IDAHO BMX, INC.**, a nonprofit corporation, organized pursuant to the laws of Idaho, whose address is 8535 N. Scotsworth St., Post Falls, ID 83854, hereinafter referred to as the "NIBMX."

W I T N E S S E T H:

WHEREAS, City owns property abutting 15th Street and Hazel Avenue, commonly referred to as the Cherry Hill Community Park; and

WHEREAS, the active Cherry Hill Community Park includes a BMX track which NIBMX desires to use; and

WHEREAS, NIBMX has committed money and in-kind services to help develop the Cherry Hill Community Park; and

WHEREAS, the City and NIBMX have previously entered into agreements for the use of the BMX track and the current agreement has reached the end of its term; and

WHEREAS, the parties now desire to enter into a new agreement.

NOW, THEREFORE, IN CONSIDERATION of the covenants and conditions set forth herein, the parties agree as follows:

1. Term: The term of this agreement shall run from April 1, 2023, to April 1, 2026. The Parks and Recreation Commission, in its sole discretion, may recommend to the City that a second three-year agreement with NIBMX be negotiated with the City and that such negotiations would begin in November 2025.

2. Site: The BMX Track is more particularly described in Exhibit "A," attached hereto and by this reference incorporated herein.

3. Maintenance: NIBMX will prepare and maintain BMX Track at the Cherry Hill Community Park.

4. Admission Costs and Fees: All events at Cherry Hill Community Park will be open to the general public and no admission fee will be charged by NIBMX for admission to events at Cherry Hill Community Park without permission from the Parks Director, except as set forth in paragraph 13 below entitled "Set Aside of Park."

5. Clean-up of Site: All trash and debris generated by any event, practice or race held at the BMX Track at Cherry Hill Community Park shall be removed and properly disposed of by NIBMX. Miscellaneous items such as chairs and equipment must be removed from the site after each event, practice or race. No structures or vehicles will be allowed to remain on site other than those identified in this agreement.

6. Storage Facility: A 12' x 20' storage facility will be allowed at the site for tools and supplies to be used by NIBMX. The design and placement of the storage facility will be made by the Coeur d'Alene Parks Director. Cost of the storage facility and amenities will be borne by the Association, including any permits that may be required.

7. Concessions: NIBMX may bring in a mobile concession for races or events, including vendors with items specific to the event. The Coeur d'Alene Parks Director will approve the design and placement. All permits must be obtained and paid for by NIBMX.

8. Improvements: Any improvements set forth in to this Agreement, shall be paid solely by NIBMX, no additional improvements shall be installed without prior written approval from the Parks Director.

9. Use of Track: NIBMX shall submit a schedule to the Coeur d'Alene Parks Director for approval at least two months prior to the beginning of the season. NIBMX shall have priority use.

10. Proprietary Interest: NIBMX will have no proprietary interest in the improvements undertaken by NIBMX at Cherry Hill Community Park.

11. Fencing: No additional fencing will be installed other than portable fences for races or events. Portable fences cannot be installed sooner than twenty-four (24) hours before a race or events and must be removed within twenty-four (24) hours after a race or event.

12. Portable Fencing: That the location, fence material, and method of installation of the portable fences must be approved by the Parks Director, and said installation shall be done by NIBMX at NIBMX's sole expense unless the City agrees to install the portable fencing for a fee.

13. Use of Park: The Cherry Hill BMX Track shall not be exclusively used for BMX races or events and the City may schedule other activities there.

14. City Projects: NIBMX understands and agrees that during the term of this Lease Agreement the City or agents of the City may commence projects involving public properties which may require the City to terminate this Lease Agreement, or cancelling one or more races or events, pursuant to the notice provision in Section 24 below. NIBMX specifically waives any claim as to lost profits or business under such circumstances.

15. Loudspeakers: Any use of loudspeakers must conform to Municipal Code 5.24.030.

16. Hold Harmless: NIBMX shall indemnify, defend, and hold the City harmless for any claim or cause of action that may arise as a result of NIBMX's use, construction, and/or maintenance of the improvements by NIBMX. Additionally, NIBMX hereby agrees to hold the City, its elected and appointed officials, employees and agents, harmless from any and all claims that may arise in any manner whatsoever from the events surrounding and including use of the active Cherry Hill Community Park by NIBMX, its sponsors, players, and fans. To this end, NIBMX shall provide liability insurance, naming the City as an additional insured, in the amount of at least Five Hundred Thousand Dollars (\$500,000) for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants. A certificate of insurance providing at least thirty (30) days written notice to the City prior to cancellation of the policy shall be filed with the office of the City Clerk prior on or before execution of this agreement, which the certificate must be approved by the City Attorney.

17. Compliance with Law: That the parties will abide by all the laws, ordinances, regulations, and policies of the City, the state of Idaho, or the federal government that may apply in regard to the use, construction, and/or maintenance of the improvements, and including but not limited to bidding and public works contracting laws.

19. Termination/Default: In the event NIBMX fails, neglects, or refuses to perform any covenant or condition required of NIBMX herein, that City may terminate this Agreement, retaining any and all improvements made by NIBMX as liquidated damages, or the City may, at its option, enforce the specific performance of the terms hereof, or may take such recourse that is available in law or in equity.

20. Section Headings: The section headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the respective sections to which they appertain.

21. Attorney's fee: Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court cost and reasonable attorney fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination, or forfeiture of this Agreement.

22. Choice of Law/Jurisdiction: This Agreement shall be governed and interpreted in accord with the laws of the state of Idaho. Jurisdiction for resolution of disputes arising from performance of this Agreement shall rest with the courts of the state of Idaho. Venue shall lie in Kootenai County.

23. Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto, and may not be modified except by an instrument in writing signed by the parties hereto.

IN WITNESS WHEREOF, the Mayor and the 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 the said City hereto, and NIBMX has caused the same to be signed by its President, attested by its Secretary, and its seal to be affixed hereto, the day and year first above written.

CITY OF COEUR D'ALENE
KOOTENAI COUNTY, IDAHO

NORTH IDAHO BMX, INC.

By: _____
James Hammond, Mayor

By: _____
President

Printed Name

By: _____
Renata McLeod, City Clerk

By: _____

Printed Name

EXHIBIT "A"



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

DATE: **APRIL 24, 2023**

FROM: **STEPHANIE PADILLA, ACCOUNTANT, FINANCE DEPARTMENT**

SUBJECT: **APPROVE AN AGREEMENT WITH THE DOWNTOWN ASSOCIATION**

DECISION POINT: Should the City Council approve a three-year agreement with the Downtown Association?

HISTORY: The Downtown Association was established in May 1990 as a comprehensive, non-profit, downtown management agency governed by a membership-elected Board of Directors. The Downtown Association operates in the boundaries of the Downtown Core and operates the Business Improvement District (BID). A working partnership between the City of Coeur d'Alene and the Downtown Association has been in existence since 1990. Through the working partnership, the Downtown Association assists the City of Coeur d'Alene in preserving the majestic atmosphere in trade, commerce, and industry. It is advantageous for the City to use the knowledge and presence of the Downtown Association, which has the capability and resources to undertake certain obligations for the City in order to further the public health and safety of the community.

FINANCIAL ANALYSIS: Total annual contract cost is Sixty-Three Thousand Dollars (\$63,000.00). This includes a monthly fee of Three Thousand Five Hundred Dollars (\$3,500.00) for administrative support of monthly parking meetings and maintenance of the 3rd Street Parking Garage, and Five Thousand Two Hundred Fifty Dollars (\$5,250.00) paid quarterly in exchange for assistance and services provided to the City.

PERFORMANCE ANALYSIS: The partnership allows the Downtown Association to assist the City with the overall maintenance and beatification of the 3rd Street Parking Garage, snow and leaf removal on sidewalks, removal of graffiti, gathering and disposal of trash in garbage bins, and street tree maintenance in the Downtown Core. All improvements must be approved through City staff and Council.

DECISION POINT/RECOMMENDATION: Council should approve a three-year agreement with the Downtown Association for an annual cost of \$63,000.00.

AGREEMENT

THIS AGREEMENT, made and dated this 2nd day of May, 2023, by and 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 the **Coeur d'Alene Downtown Association, Inc.**, a non-profit corporation organized and existing under the laws of the State of Idaho, with its principal place of business at 105 N. 1st Street, Suite 100, Coeur d'Alene, Kootenai County, Idaho, hereinafter referred to as the "Association."

WITNESSETH:

WHEREAS, the City has various municipal codes which allow and or regulate activities in the Downtown Core District and the Downtown Business Improvement District (established pursuant to Coeur d'Alene Ordinance No. 2293), including but not limited to sidewalk uses and a business improvement district; and

WHEREAS, the Association is a business association operating within the boundaries of the Downtown Core and has contracted pursuant to an agreement approved by Resolution No. 96-067 to operate the Downtown Business Improvement District ("B.I.D.") established by Coeur d'Alene Ordinance No. 2293; and

WHEREAS, the Association, pursuant to agreements approved by Resolution Nos. 04-042, 01-046, and 98-069, has performed certain specified duties which would otherwise be performed by the City; and

WHEREAS, pursuant to an agreement approved by Resolution No. 91-135, the Association has from time to time in the past assisted the City in administration of sidewalk encroachment permits in the B.I.D; and

WHEREAS, the City is authorized pursuant to Idaho Code Section 50-302 to maintain peace, good government and welfare of the City and its trade, commerce, and industry; and

WHEREAS, the Association is knowledgeable and has the capability and resources to undertake certain obligations of the City which will further the public health and safety as well as maintain and enhance the welfare of the City, its trade, commerce, and industry; and

WHEREAS, the City and the Association are desirous of continuing the partnership created by the above-mentioned agreements, with some modifications to the duties and responsibilities of each, and further desire to set forth in a new agreement the modified duties and responsibilities of each, which agreement will replace all previous agreements entered into by the parties except as specifically set forth herein; and

WHEREAS, it would be in the best interest of the City and the citizens thereof that the City enter into an agreement with the Association for the performance of the duties set forth below;

NOW THEREFORE,

IN CONSIDERATION of the covenants and conditions set forth herein, the parties agree as follows:

SECTION 1. TERM.

The term of this Agreement shall be for three (3) years, commencing retroactively on the 1st day of January, 2023.

SECTION 2. TIME IS OF THE ESSENCE.

The parties agree that time is of the essence in this Agreement.

SECTION 3. DUTIES OF THE ASSOCIATION.

The Association agrees as follows:

A. Performance of B.I.D. duties. The Association agrees to perform the maintenance responsibilities for the B.I.D. as set forth in the document entitled “Maintenance Responsibilities for the Coeur d’Alene Downtown B.I.D.,” which is attached hereto as “Exhibit 1” and by this reference incorporated herein.

B. Organization and Public Meetings. The Association agrees to maintain itself as a viable, active organization representing the interests of downtown businesses by continuing to hold monthly Board meetings, and by having regular committee and membership meetings. As such the Association agrees to organize and hold at least two (2) public meetings, at reasonable times and places each year for the purpose of reviewing the status of downtown activities. These meetings may be integrated with other Coeur d’Alene Downtown Association activities.

C. Signs and Beautification. The Association agrees to facilitate and coordinate with the City its utilization and placement of signs, flowers, and other aesthetically pleasing improvements in the downtown area as recommended in the "Downtown Coeur d'Alene-Economic Enhancement Strategy 1997" on file in the office of Municipal Services Director and incorporated herein as if set forth fully, hereafter referred to as the "Strategy" and any other subsequent study, plan, or design which stems from the “Strategy,” collectively referred to as the Hyatt Palma Plan.

D. Furtherance of Trade, Commerce and Industry. The Association further agrees to:

1. Review City regulations, ordinances, and policies during the term of this Agreement and make recommendations to the City for implementation of changes designed to facilitate public health, safety, and welfare including changes to further the welfare of the City, its trade, commerce, and industry.

2. Maintain an asset matrix within the B.I.D and to work with property owners and real estate investors and representatives on a regular basis to encourage vacancies be filled and to further encourage the development of quality office and mixed-use buildings within the B.I.D.
3. Seek out and work with private investors to encourage them to undertake projects and open businesses, in line with the Main Street America's Program approach as recommended by Idaho Commerce.
4. Initiate discussions with quality housing developers and local lenders to determine actions, incentives or other steps that could be employed to encourage the development of housing both owner-occupied and rental units within the B.I.D.
5. Identify specific types of businesses to be recruited consistent with the Main Street America's Program and facilitate recruitment by, among other things, arranging meetings, providing an escort, and alerting specific business owners, bankers, and City representatives of their visits so that they may assist. Existing businesses should be offered the opportunity to expand prior to recruiting from outside the B.I.D.
6. Report to the City on an annual basis regarding Association business and to communicate regularly with B.I.D members through newsletters, and other means in order to educate property owners in the B.I.D. regarding their responsibilities and the benefits of the Association.
7. Continue to market and enhance the B.I.D. through partnerships with the City, the Chamber of Commerce, Jobs Plus, and the Lake City Development Corporation.
8. Annually maintain at least four (4) action committees.
9. Develop and implement a plan to promote a Clean and Safe downtown.
10. Meet and greet all businesses within the B.I.D. and explain the Association's function and responsibilities and educate them regarding their responsibilities and the benefits of the Association.
11. Market and promote or support the marketing and promotion of events pertaining to downtown.
12. Develop and implement a successful marketing plan annually to be delivered to the City by June 30th of each year.
13. Establish and maintain an account for the funds received for electricity. This account will be used to maintain and upgrade electrical systems within the B.I.D. The Association agrees to identify the deficiencies and prepare a plan within the first year of the contract to improve the deficiencies.

14. The Association will participate on the Parking Commission and assume the administrative duties.

SECTION 4. CITY OF COEUR D'ALENE RESPONSIBILITY.

For the duration of this Agreement the City agrees to provide the following services to the Coeur d'Alene Downtown Association:

1. Monthly billings and an accounting of receipts and funds held for the B.I.D. and provide the Association with the ability to make periodic updates to the system.
2. Maintain the Parking Commission to help regulate and facilitate parking needs.
3. Provide continued assistance from City staff to the Association as appropriate.
4. Allow the Association to occupy unimproved space in the Coeur d'Alene Avenue Parking Garage, approximately six hundred (600) square feet in size, for the purpose of secure storage. Any improvements or alterations to the space by the Association must be approved by the City in writing and shall be at the Association's sole cost and expense. Upon the Association vacating the space for any reason, the Association may remove any of its property and must return the space to the condition it was in when occupancy began, normal wear and tear excepted. However, if the Association places a door to access the space from the inside of the Parking Garage, the door shall remain in place upon the Association's vacating the space.

SECTION 5. LIABILITY INSURANCE.

The Association agrees to, at its own expense, maintain liability insurance naming the City as an additional insured in the amount of One Million and no/100 Dollars (\$1,000,000.00) for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants from whatever cause. The Association also agrees to maintain Worker's Compensation coverage on all employees. The Association agrees to provide certificates of insurance to the Municipal Services Director providing proof of required insurance coverage. All certificates of insurance shall provide at least 30 days' notice to the City before cancellation and be in a form acceptable to the City Attorney.

SECTION 6. DEFEND, INDEMNIFY AND HOLD HARMLESS.

The Association agrees to defend, indemnify and hold the City harmless from any loss, claim, or action to which it may be put by reason of any act or omission of the Association or its employees arising in the performance of this Agreement except for damages caused by or resulting from the sole negligence of the City, its agents or employees. The parties agree that the policy of liability insurance set forth in Section 5 above entitled "Liability Insurance" shall include the provision referred to in this Section 6.

SECTION 7. INDEPENDENT CONTRACTOR.

The parties further agree that the Association is an independent contractor and not an employee of the City.

SECTION 8. CONSIDERATION.

In consideration for the services and performance herein by the Association, the City shall pay to the Association the sum of Sixty-Three Thousand Dollars (\$63,000.00) each year payable as follows: The sum of Three Thousand Five Hundred Dollars (\$3,500.00) payable by the 25th day of each month for the term of this Agreement unless prior termination occurs pursuant to Section 17 or 18 of this Agreement. In the third year of this contract, consideration will be increased based upon the July Consumer Price Index (CPI) for "All Urban Consumers" based upon the U.S. City average for the preceding 12-month period.

Should funding become not available, due to lack of appropriation, the City may terminate this agreement upon 30 (thirty) days' notice.

SECTION 9. FURTHER CONSIDERATION.

The parties agree that in exchange for the services and performance of the Association described above that the City will pay to the Association the additional sum of Five Thousand Two Hundred Fifty Dollars (\$5,250.00) quarterly upon the submission of a quarterly progress report to the City in the form attached as Exhibit "2".

SECTION 10. NOTICES.

Any notice under this Agreement shall be in writing and either personally served or sent by placing such written notice in the United States Mail, properly addressed to the Association or to the City at the addresses hereinafter stated, with proper postage affixed. Service of any notice may also be accomplished in any manner provided for the service of process under Idaho Rules of Civil Procedure, Rule 5(b).

Notices to the Association:

Coeur d'Alene Downtown Business Association, Inc.
105 N. 1st Street, Suite 100
Coeur d'Alene, Idaho 83814

Notices to the City:

Municipal Services Director and City Clerk
710 Mullan Avenue
Coeur d'Alene, ID 83814

SECTION 11. VENUE.

This Agreement shall be performed pursuant to the laws of the state of Idaho. Any litigation regarding this Agreement or any of the provisions contained herein shall be brought in Kootenai County, Idaho. The prevailing party shall be allowed such reasonable amount for attorney's fees, costs, and expenses as may be set by the court.

SECTION 12. CONFLICT OF INTEREST.

No officer or employee of the City having the power or the duty to perform any official act or action related to this Agreement shall have or acquire any interest in this Agreement, or have solicited, accepted, or granted a present or future gift, favor, service, or other thing or value from or to any person involved in this Agreement.

SECTION 13. ASSIGNMENT.

This Agreement shall not be assigned by the Association without the prior written approval of the City.

SECTION 14. NO DISCRIMINATION.

In the performance of this Agreement, the parties shall not discriminate on the basis of race, color, sex, religion, national origin, creed, or age.

SECTION 15. SECTION HEADINGS.

The section headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the respective sections to which they appertain.

SECTION 16. ENTIRE AGREEMENT.

This Agreement with exhibits herein, constitutes the entire Agreement between the parties hereto and may not be modified except by an instrument in writing signed by both parties.

SECTION 17. TERMINATION FOR CAUSE.

In the event the Association fails, neglects, or refuses to perform any covenant or condition herein required, the City may terminate this Agreement, or the City may, at its option, require specific performance of the terms hereof or take such other recourse as may be open to it in law or in equity. Provided, however, that before declaring such default, the City shall notify the Association in writing of the particulars in which it deems the Association to be in default, and the Association shall have five (5) days from the time such written notice has been placed in the United States Mail addressed to the Association at the address hereinabove stated, with proper postage affixed, within which to remedy the default. In lieu of service by mail, a notice of default or of termination may be served in the manner provided for the service of process under the Idaho Rules of Civil

Procedure, Rule 5(b). In the event of personal service, the Association shall have four (4) days from the time of such service to remedy the default.

SECTION 18. TERMINATION FOR CONVENIENCE OF CITY.

This Agreement may be terminated by the City for its convenience by giving thirty (30) days written notice to terminate to the Association specifying the effective date of such termination. In this event, the City shall have no further obligations under this Agreement including the monthly payments set forth in Section 8 and 9 entitled "Consideration" and "Further Consideration".

SECTION 19. SEVERABILITY.

If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be invalid, unconscionable, illegal, or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision shall be valid and be enforceable to the fullest extent permitted by law. It is the intention of the parties that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, the provision shall have the meaning which renders it valid.

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 Association has caused the same to be signed by their respective Presidents, the day and year first above written.

CITY OF COEUR D'ALENE,

COEUR D'ALENE DOWNTOWN
ASSOCIATION, INC. KOOTENAI COUNTY,
IDAHO

By: _____
James Hammond, Mayor

By: _____
Its: President

ATTEST:

Renata McLeod, City Clerk

Its: Secretary

**MAINTENANCE RESPONSIBILITIES
FOR THE COEUR D'ALENE DOWNTOWN B.I.D.**

"O" indicates duty to inspect and oversee

"M" indicates duty to maintain, repair, replace and/or pay cost

	Downtown	City of CDA
Sidewalks		
Repair cracks, buckling, & Other unsafe conditions	O	O/M
Defacement (e.g. weeds, gum, graffiti)	O/M	
Daily cleaning and maintenance	O/M	
Weeds, gum, and graffiti abatement	O/M	
Pavers	O	O/M
Trees and Grates		
Spraying for bugs	O/M	O
Replacement (reasons other than damage)		O/M
Replacement/repair Trees and Grates (if damaged by property owners of B.I.D. operations)	M	O
Prune and Maintenance	M	O
Trash Cans		
Paint	O/M	
Repairs & Replacement	O	M
Trash removal weekly	O/M	
Trash removal/special events	O/M	
Street Benches (120)		
Replacement, Repair and installation		O/M
Paint and Varnish		O/M
Flower Basket/Decorations		
Replacement	O/M	
Watering & weeding	O/M	
Installation	O/M	
Repairs of banner arms and clamps	O/M	
Repainting banner poles	O/M	
Water Fountains		
Paint	O	O/M
Exterior plumbing	O	
Repair		O/M
Replacement		O/M
Interior plumbing	O	
Visible plumbing to and including waterline hookup		O/M
Electrical		
Tree electrical boxes	O	O/M
Repair	O	O/M
Replacement		O/M
Main panel work (unless damaged caused by circuits or overloaded circuits)		O/M

**MAINTENANCE RESPONSIBILITIES
FOR THE COEUR D'ALENE DOWNTOWN B.I.D.**

"O" indicates duty to inspect and oversee

"M" indicates duty to maintain, repair, replace and/or pay cost

	Downtown	City of CDA
Street Lamp/Poles		
Paint		O/M
Globe replacement		O/M
Snow Removal		
Sidewalks	O/M	
Streets		O/M
Curb Berm	O/M	
Intersections		O/M
Newspaper Stands		
Paint	O/M	
Repair/replacement	O/M	
Irrigation		
Repairs	O	O/M
Seasonal opening/closing		O/M
Water consumption	O/M	
4th Street Parking Garage		
Repairs & Maintenance of equipment	O	O/M
Defacement (e.g. weeds, gum, graffiti)	O/M	
Daily cleaning and Maintenance	O/M	
Weeds, trash, graffitied in surrounding garden beds	O/M	
Centennial Park		
Repairs cracks, buckling, & other unsafe conditions		O/M
Defacement (e.g. weeds, gum, graffiti)	O/M	
Daily cleaning and maintenance	O/M	
Weeds, gum, and graffiti abatement	O/M	
Lawn and plant care	O/M	

City of Coeur d'Alene / Coeur d'Alene Downtown Association
QUARTERLY REPORT CARD
DATE XXX

Sec. 3	Contract Description	Committee(s) Responsible	Benchmark / Measure	Status
A	BID database maintenance	Staff	Maintain City's BID Database	
A	Downtown maintenance	Staff	Maintain the Downtown area (Exhibit 1)	
B	Monthly board meetings	Board of Directors	Meeting minutes attached	
B	Regular committee meetings	Staff / All	Meeting minutes available on request	
B	Membership meetings	Membership	Membership meeting held quarterly; increase participation from members	
C	Organize and maintain the flower basket program	Clean and Safe	Program maintained and expanded	
D-1	Coordinate input about proposed ordinances	Board of Directors	Issues monitored, positions prepared for board consideration	
D-2	Track openings and closings	EDC / Membership	Asset matrix developed from City database	
D-3	Work to maximize occupancy	EDC	Increase revenue paid by BID members	
D-4	Increase residential occupancy of BID	EDC	Work with Ignite to encourage residential developments	
D-5	Recruit businesses	EDC / Staff	Work with Ignite and Jobs Plus	
D-6	Monthly newsletter	Membership	Continue and improve eNewsletter	
D-6	Annual mailing to property owners re: responsibilities	Membership	Effective communication with property owners increased	
D-6	Regular email communications	Staff	Continue and improve email communication to members	
C-7	Coordination with Ignite, Jobs Plus, Chamber	EDC / Staff	Staff as Chamber employees; effective communication increased	
D-8	Maintain four action committees	Staff / All	Present meeting dates, chairperson info and minutes as requested	
D-9	Keep Downtown Clean and Safe	Clean and Safe	Maintain the Downtown area (Exhibit 1)	
D-10	Greeting all new businesses	Staff / All	Sample welcome packet available on request	
D-11	Events	Events	Increase participants and number of quality events Downtown	
D-12	Develop Marketing Plan	Marketing	Increase positive media and gross sales	
D-13	Create electricity fund	Events	Track special electrical use fees for events; create new account	
D-14	Parking Commission	Clean and Safe / Marketing	Initiation of new parking validation program	

KEY - Required action is being successfully accomplished

Green

Required action is in progress

Yellow

Required action has not yet been implemented

Red

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

DATE: **APRIL 24, 2023**

FROM: **TOM GREIF- FIRE CHIEF**

SUBJECT: **MOU WITH KOOTENAI COUNTY- SPILLMAN/ MOTOROLA**

DECISION POINT:

Should the City Council approve a Memorandum of Understanding (MOU) with Kootenai County for the Fire Department’s use of the jointly operated Motorola-Spillman CAD/RMS system?

HISTORY:

The Fire Department has partnered with the Kootenai County Sheriff’s Office since the 1990’s on a regional computer aided dispatch (CAD)/Records Management System (RMS) known as Spillman which handles “notifications” of the Fire Department. General funds are budgeted to pay Kootenai County for hardware/maintenance needs and Spillman-required yearly maintenance costs.

FINANCIAL ANALYSIS:

The Department has worked with Kootenai County and Motorola – Spillman to determine which maintenance costs are the responsibility of the Department, of the County, or no longer applicable. This process took about 1 year to clarify. This resulted in Motorola creating a set fee of \$1,900.00 per year for a total 5-year maintenance and subscription fee. This fee is in addition to the annual Spillman User Fee that we already have budgeted for \$7,107.00.

PERFORMANCE ANALYSIS:

This MOU locks in maintenance fees for the next five (5) years and allows the Fire Department to work in partnership with Central dispatch/9-1-1 and other agencies on the system and does not change or alter business operations for the public safety agencies.

DECISION POINT/RECOMMENDATION:

Council should approve the MOU with Kootenai County for the Fire Department’s use of the jointly operated Motorola-Spillman CAD/RMS system for a period of five (5) years for \$1,900.00 per month.

MEMORANDUM OF UNDERSTANDING

Between

Kootenai County and the City of Coeur d'Alene

Regarding the

Spillman Public Safety System

This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the "MOU") is hereby entered into by and between KOOTENAI COUNTY, a political subdivision of the State of Idaho ("the County"), and the City of Coeur d'Alene (Fire Department) ("the City").

I. Purpose. The purpose of this MOU is to set forth the terms and conditions under which the County will provide continued use of the Flex "Spillman" Public Safety System by public safety agencies serving Kootenai County. This includes an equitable fee structure in which all agencies will be charged a fee based on the number of user accounts and modules used by each agency. This new fee structure will assist the County in meeting the increased demand on the Spillman system as a result of increases in use and the number of user accounts.

II. Responsibilities.

A. The County shall:

1. Maintain the Spillman Public Safety System. Maintenance of the system shall, without limitation, include the following:
 - a. Maintain adequate hardware and storage;
 - b. Maintain the software, including updates, additions, and patches;
 - c. Payment of software and hardware maintenance costs, with the exception of those costs payable by individual agencies; and
 - d. Maintain adequate personnel to provide timely support to all agencies represented on the system.
2. Collect and process the agency's Motorola maintenance fees, and County IT administration fees.

B. The Agency shall:

1. Pay the County an annual administration fee for use of the system during the 2023-2027 calendar year no later than 30 days from when the invoice is received.

- a. For administration by Kootenai county Sheriff's Office IT, all agencies who require system set up, help-desk services, server support and maintenance: Two hundred forty-six dollars and no cents (\$246.00) per system user account.
 - b. All agencies who require only server support and maintenance: One hundred twenty-three dollars and no cents (\$123.00) per system user account.
2. Pay, through the County, that portion of the agency's Motorola maintenance bill based on the number of users and modules used, in the amount set forth in the Kootenai County Sheriff's Office – Host Agency Agreement – Motorola Solutions, Inc. Flex & Command Central Five-Year Plan, a copy of which is attached, and as may be amended.

III. Term and Termination.

- A. This MOU shall be deemed executed as of the date of last signature below, and shall be effective for five (5) years thereafter.
- B. Either party may terminate this MOU, with or without cause, with ninety (90) days written notice to the other party.

IV. Principal Contacts. The principal contacts for this MOU are:

	KOOTENAI COUNTY	CITY OF COEUR D'ALENE
KEY CONTACT:	Cheryl Hallgren	
AGENCY NAME:	Kootenai County Information Systems	
STREET ADDRESS:	5500 N. Government Way Coeur d'Alene, ID 83815	
MAILING ADDRESS:	P.O. Box 9000 Coeur d'Alene, ID 83816-9000	
PHONE NUMBER:	(208) 446-1386	
After Hours Number:	(208) 660-3818	
EMAIL ADDRESS:	challgren@kcgov.us	

V. General Provisions. The parties agree:

- A. That line of communication shall be kept open in order to discuss any concerns arising from the terms of this MOU and to reach mutually agreeable solutions in a timely manner.
- B. That modifications to this MOU may be made only by mutual consent of the parties through the issuance of a written modification agreement, signed and dated by both parties.

- C. That each party shall be liable for any and all claims, damages or suits arising from the acts, omissions or negligence of its officers, agents and employees.
- D. That this MOU shall in no way restrict the County or the Agency from participating in similar activities with other public or private agencies, organizations, and individuals.
- E. This agreement represents the entire agreement of the parties hereto and supersedes all other contracts, oral agreements or any other memoranda.

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

DATED this 2nd day of May, 2023.

AGENCY
CITY OF COEUR D'ALENE

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

DATED this _____ day of _____, 2023

**KOOTENAI COUNTY
BOARD OF COMMISSIONERS**

Leslie Duncan

Bill Brooks

Bruce Mattare

**ATTEST:
JENNIFER LOCKE, CLERK**

By: _____
Deputy Clerk

3.8 Pricing Detail: COEUR D'ALENE FIRE

PRICING DETAIL FOR EACH AGENCY IS LISTED AS A COURTESY FOR KOOTENAI COUNTY'S BILLING PURPOSES AND IS REPRESENTATIVE OF THE MODULES USED BY EACH SHARED AGENCY. KOOTENAI COUNTY SHERIFF WILL RECEIVE ONE BILL ANNUALLY FOR ALL AGENCIES ON THEIR SERVER, AND WILL THEN BILL THE SHARED AGENCIES AT ITS DISCRETION.

Subscription Description	Price	
Year 1 – Jan 1, 2023 - Dec 31, 2023	\$1,900	
Year 2 – Jan 1, 2024 - Dec 31, 2024	\$1,900	
Year 3 – Jan 1, 2025 - Dec 31, 2025	\$1,900	
Year 4 – Jan 1, 2026 - Dec 31, 2026	\$1,900	
Year 5 – Jan 1, 2027 - Dec 31, 2027	\$1,900	
Total 5-Year Maintenance and Subscription Fees Due to Kootenai County:	\$9,500	
Description	Quantity	Term
Flex		
Mobile Data Computing		
MOBILE VOICELESS CAD MAINTENANCE - STANDARD	1	5 YEAR
MOBILE AVL AND MAPPING MAINTENANCE - STANDARD	1	5 YEAR



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

DATE: **APRIL 24, 2023**

FROM: **STEPHANIE PADILLA, ACCOUNTANT, FINANCE DEPARTMENT**

SUBJECT: **CONTRACT WITH HGACBUY FOR A COOPERATIVE PURCHASING
PROGRAM**

DECISION POINT:

Should the City Council approve a contract with HGACBuy so that the City may participate in a Cooperative Purchasing Program pursuant to Idaho Code § 67-2807?

HISTORY:

HGACBuy is a nationwide government procurement service and allows for local governments to make purchases or provide purchasing services without individually following a formal bid process. As required by State law, HGACBuy has followed a formal bid process for items the City may wish to purchase. HGACBuy has over 800 approved suppliers and contractors, which include local authorized resellers, it provides volume purchasing and pricing discounts, and offers an expedited procurement process that can eliminate the time to prepare and perform a competitive bid process. HGACBuy has been serving local governments for more than 40 years.

FINANCIAL ANALYSIS:

There is no cost to the City. All purchases through HGACBuy will still require approval by Council, through budget approval or project approval.

PERFORMANCE ANALYSIS:

HGACBuy will be an additional source for purchasing public safety, public works, emergency services, and communication equipment, as a wide variety of capital equipment is currently available under the approved competitive bid contract with HGACBuy. At the discretion of the City, purchases can be made directly through HGACBuy. The City has previously approved Sourcewell's cooperative purchasing program.

DECISION POINT/RECOMMENDATION:

Council should approve the contract with HGACBuy so the City can participate in its Cooperative Purchasing Program.



**INTERLOCAL CONTRACT
FOR COOPERATIVE PURCHASING**

ILC
No.: _____
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and * _____, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at * _____

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on * _____, and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began * _____ and ends * _____. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:

* _____
Name of End User (local government, agency, or non-profit corporation)

* _____
Mailing Address

* _____
City State ZIP Code

*By: _____
Signature of chief elected or appointed official

* _____
Typed Name & Title of Signatory

* _____
Date

Houston-Galveston Area Council
3555 Timmons Lane, Suite 120, Houston, TX 77027

By: _____
Executive Director

Date: _____

**Denotes required fields*

END USER DATA

Please sign and return the Interlocal Contract, along with this completed form, to H-GAC by emailing it to cpcontractfax@h-gac.com or by faxing it to **713-993-2424**. The contract may also be mailed to:

H-GAC Cooperative Purchasing Program
P.O. Box 22777, Houston, TX 77227-2777

Name of End User Agency: _____ County Name: _____
(Municipality/County/District/etc.)

Mailing Address: _____
(Street Address/P.O. Box) (City) (State) (ZIP Code)

Main Telephone Number: _____ FAX Number: _____

Physical Address: _____
(Street Address, if different from mailing address) (City) (State) (ZIP Code)

Web Site Address: _____

Official Contact: _____ Title: _____
(Point of Contact for HGACBuy Interlocal Contract) Ph No: _____

Mailing Address: _____ Fx No. : _____
(Street Address/P.O. Box) E-Mail Address: _____

(City) (State) (ZIP Code)

Authorized Official: _____ Title: _____
(Mayor/City Manager/Executive Director/etc.) Ph No.: _____

Mailing Address: _____ Fx No. _____
(Street Address/P.O. Box) E-Mail Address: _____

(City) (State) (ZIP Code)

Official Contact: _____ Title: _____
(Purchasing Agent/Auditor etc.) Ph No.: _____

Mailing Address: _____ Fx No. : _____
(Street Address/P.O. Box) E-Mail Address: _____

(City) (State) (ZIP Code)

Official Contact: _____ Title: _____
(Public Works Director/Police Chief etc.) Ph No.: _____

Mailing Address: _____ Fx No. : _____
(Street Address/P.O. Box) E-Mail Address: _____

(City) (State) (ZIP Code)

Official Contact: _____ Title: _____
(EMS Director/Fire Chief etc.) Ph No.: _____

Mailing Address: _____ Fx No. : _____
(Street Address/P.O. Box) E-Mail Address: _____

(City) (State) (ZIP Code)

* denotes required fields

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

DATE: **APRIL 24, 2023**

FROM: **TOM GREIF- FIRE CHIEF**

SUBJECT: **DONATION AGREEMENT**

DECISION POINT:

- 1) Should the City Council approve the donation of old Self- Contained Breathing Apparatus (“SCBA”) to local fire departments and the Firefighter 1 Program at the North Idaho College (NIC) Workforce Training Center? and
- 2) Should the City Council approve a Donation Agreement between Kootenai County Fire & Rescue and the City of Coeur d’Alene?

HISTORY:

The Coeur d’Alene Fire Department replaced its SCBA this year through the city budget process as they were approaching their 15-year life span.

FINANCIAL ANALYSIS:

These used SCBA units could possibly provide 1-2 years of useful life if used in a limited capacity with little re-sale value. The City of Coeur d’Alene would receive a 2017 Ford Explorer from KCFR in return.

PERFORMANCE ANALYSIS:

The donation of these SCBA units to neighboring first responder agencies would emphasize our valued partnerships with each of them.

DECISION POINT/RECOMMENDATION:

Council should:

- 1) Approve the donation of our used SCBA units to local first responder agencies; and
- 2) Approve the proposed Donation Agreement with KCFR that includes a 2017 Ford Explorer SUV.

DONATION AGREEMENT

This is a Donation Agreement for described personal property between the City of Coeur d'Alene, a municipal corporation organized and existing under the laws of the state of Idaho (hereinafter referred to as the "City"), and Kootenai County Fire & Rescue, a governmental entity organized and existing under the laws of the state of Idaho (hereinafter referred to as the "KCFR").

WHEREAS, the City desires to donate Self-Contained Breathing Apparatuses and the components thereof (hereinafter referred to as the "SCBAs") owned and formerly used by the City; and

WHEREAS, the City is unwilling to make any representations or warranties whatsoever regarding the SCBAs and is only willing to gift the SCBAs to KCFR on an "as is, where is" and "with all faults" basis; and

WHEREAS, KCFR has been given a full and complete opportunity to conduct its own investigation as to any matter, fact, or issue that might influence the KCFR's decision to accept the SCBAs from the City; and

WHEREAS, KCFR is willing to accept the SCBAs from the City without any representations or warranties whatsoever regarding the SCBAs, on an "as is, where is" and "with all faults" basis; and

WHEREAS, KCFR desires to donate a 2017 Ford Police Interceptor Utility Vehicle (hereinafter referred to as the "Explorer") with emergency light package, VIN 1FM5K8AR5HGA28001, in exchange for the donation of the SCBA's; and

WHEREAS, KCFR is unwilling to make any representations or warranties whatsoever regarding the Explorer and is only willing to gift the Explorer to the City on an "as is, where is" and "with all faults" basis; and

WHEREAS, the City has been given a full and complete opportunity to conduct its own investigation as to any matter, fact, or issue that might influence the City's decision to accept the Explorer from KCFR; and

WHEREAS, the City is willing to accept the Explorer from the City without any representations or warranties whatsoever regarding the Explorer, on an "as is, where is" and "with all faults" basis; and

WHEREAS, the City is willing to return the Explorer to KCFR at such time as the City has no further use for it.

NOW, THEREFORE,

1. The City agrees to donate the SCBAs to KCFR and KCFR agrees to accept sixteen (16) SCBAs from the City on the terms and conditions set forth herein.

2. The City makes no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the SCBAs donated hereby.

3. KCFR agrees that the City shall not be liable for any direct, indirect, incidental, special, consequential, exemplary, or punitive damages by reason of the SCBAs provided under this agreement, whether in an action in contract, tort, or equity.

4. KCFR assumes the sole and all risk of injury or harm as a result of the donation and use of the SCBAs, and agrees to release and forever discharge the City from all liability, claims, demands, damages, costs, expenses, and causes of action due to death, injury, loss, or damage to any person or property by the donation or use of the SCBAs.

5. KCFR further holds harmless and agrees to indemnify and defend the City, and its employees, agents, elective, or appointive officers, and all persons acting for, by through or in any way on behalf of the City, for and from any and all claims, demands, causes of action or suits at law and equity of whatsoever kind and nature, including attorney fees and costs, arising or which may arise out of or by reason of the donation or use of the SCBAs.

6. KCFR agrees to donate the Explorer to the City and the City agrees to accept the Explorer from KCFR on the terms and conditions set forth herein.

7. KCFR makes no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the Explorer donated hereby.

8. The City agrees that KCFR shall not be liable for any direct, indirect, incidental, special, consequential, exemplary, or punitive damages by reason of the Explorer provided under this agreement, whether in an action in contract, tort, or equity.

9. The City assumes the sole and all risk of injury or harm as a result of the donation and use of the Explorer, and agrees to release and forever discharge KCFR from all liability, claims, demands, damages, costs, expenses, and causes of action due to death, injury, loss, or damage to any person or property by the donation or use of the Explorer.

10. The City further holds harmless and agrees to indemnify and defend KCFR, and its employees, agents, elective, or appointive officers, and all persons acting for, by through or in any way on behalf of KCFR, for and from any and all claims, demands, causes of action or suits at law and equity of whatsoever kind and nature, including attorney fees and costs, arising or which may arise out of or by reason of the donation or use of the Explorer.

11. The City agrees that it will return the Explorer to KCFR if, within five (5) years from the date of this Agreement, the City determines that it has no further use for the vehicle. KCFR will accept the return of the Explorer in an "as-is, where-is" condition, with no warranties and no obligation on the part of the City for any damage or other condition of the Explorer.

12. The City and KCFR agree to execute all instruments and documents, and to take all actions reasonably necessary and appropriate to consummate the transfer and donation of the SCBAs and the Explorer, and shall use their best efforts to consummate the transfer and donation in a timely manner.

13. This Agreement contains the entire understanding of the parties with respect to the subject matter of the Agreement and is subject to the laws of the State of Idaho. This Agreement also supersedes all other agreements and understandings, both oral and written, between the parties relating to the subject matter of the Agreement.

DATED this 2nd day of May, 2023.

CITY OF COEUR D’ALENE

KOOTENAI COUNTY FIRE & RESCUE

By _____
James Hammond, Mayor

By _____

Printed Name

Title

ATTEST

Renata McLeod, City Clerk

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

DATE: APRIL 24, 2023

FROM: TROY TYMESEN, CITY ADMINISTRATOR

SUBJECT: FATBEAM FRANCHISE AGREEMENT, CONSENT TO
CONTINUE

DECISION POINT: Should the City Council consent to the continuation of the Franchise Agreement between Fatbeam, LLC, and the City of Coeur d’Alene?

HISTORY: On December 20, 2022, the City Council of the City of Coeur d’Alene adopted Ordinance 3711, granting a non-exclusive franchise to Fatbeam, LLC, (hereinafter “Fatbeam”) to construct, operate, and maintain a telecommunications system, with all necessary facilities, within the City of Coeur d’Alene. The Ordinance included a Franchise Agreement with terms and conditions that govern the relationship between Fatbeam and the City. On April 10, 2023, the City received a letter from Fatbeam, advising that a fund of Basalt Infrastructure Partners LLC (hereinafter “Basalt”) has agreed to acquire Fatbeam Holdings, LLC, of which Fatbeam is a wholly owned subsidiary, and, therefore, Basalt will own a controlling interest in Fatbeam when the transaction has been completed. The Franchise Agreement between Fatbeam and the City provides that every change, transfer, or acquisition of control of Fatbeam shall make the Franchise subject to cancellation unless and until the City Council shall have consented thereto, which consent will not be unreasonably withheld.

FINANCIAL ANALYSIS: There will be no financial impact on the City as the Franchise Agreement will remain in full force and effect according to existing terms and conditions. The current Franchise agreement is for a ten (10) year term, with an option to renew for an additional five (5) years, with payment to the City on a quarterly basis of five percent (5%) of Fatbeam’s gross revenue derived from the operation of the Telecommunications System in the City.

PERFORMANCE ANALYSIS: Pursuant to the Franchise Agreement, the City Council may inquire into the qualifications of Basalt prior to consent, but consent cannot be unreasonably withheld. Basalt is the investment advisor to the Basalt funds, comprising of Basalt I, Basalt II, Basalt III, and Basalt IV. The Basalt funds are infrastructure equity investment funds focusing on mid-market investments in utilities, power, transport, and communications infrastructure in North America and investments in utilities, power, transport, and communications infrastructure in North America and Power, Black Bear Transmission, Habitat Solar, Xpress Natural Gas, and Skyway Towers. Basalt has the legal, technical and financial qualifications to operate as a telecommunications company in accordance with the terms and conditions of the existing Franchise Agreement

DECISION POINT/RECOMMENDATION: Council should consent to the continuation of the Franchise Agreement between Fatbeam and the City.



2065 w. Riverstone drive ste. 202

Coeur d'Alene, id 83814

o 509 344 1008

f 509 344 1009

April 10, 2023

Coeur d'Alene City Hall, 710 E Mullan Avenue, Coeur d'Alene, ID 83814-3958 Attention: Troy Tymesen

Re: Council Bill No. 22-1015, Ordinance No. 3711

Dear City of Coeur d'Alene:

On March 24, 2023, Basalt Infrastructure Partners LLC ("Basalt") and SDC Capital Partners, LLC ("SDC") announced that a Basalt fund has agreed to acquire Fatbeam Holdings, LLC ("Parent") from a fund managed by SDC and other investors (the "Transaction"). The Transaction is conditional on obtaining customary regulatory approvals and is expected to be completed in Q2 2023. Our company, Fatbeam, LLC ("Fatbeam"), is a wholly owned subsidiary of Parent and therefore, Basalt will own the controlling interest in Fatbeam following the Transaction. The Transaction is expected to close in the second quarter of 2023. Additional information regarding the Transaction is available at <https://www.basaltinfra.com/#news>.

Reference is made to the City of Coeur d'Alene Franchise Agreement (Council Bill No. 22-1015, Ordinance No. 3711), dated December 20, 2022, by and between The City of Coeur d'Alene ("you") and Fatbeam LLC (the "Agreement"). Pursuant to the Agreement, your consent is required in the event of a change of control of Fatbeam (a "Change of Control"). Because the Transaction may constitute a Change of Control for purposes of the Agreement, Fatbeam requests that you consent to the Change of Control, and that you acknowledge your consent, effective as of the date of this letter, by signing this letter and returning it to Accounting@fatbeam.com. If you prefer, we are happy to arrange for electronic signature of this consent via DocuSign or other means.

By countersigning this letter, you acknowledge and agree that the Agreement shall remain in full force and effect in accordance with its terms following the execution of this consent and immediately after the closing of the Transaction, that the closing of the Transaction does not require any further consent from you under the Agreement, that the closing of the Transaction shall not create or constitute a breach, default or event of default under the Agreement, and that the Agreement shall not be terminated nor shall the terms thereof be modified solely by reason of the Transaction. We would appreciate your response as soon as possible.

Please do not hesitate to contact us if you have any questions or wish to discuss this matter further.

Best regards,

DocuSigned by:

Dusti Burmeister

D18B7CCED92B433...

Name: Dusti M. Burmeister

Title: CFO

CONSENTED TO AND AGREED:

City of Coeur d'Alene

Name:

Title:

RESOLUTION NO. 23-027

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, CONSENTING TO THE CONTINUATION OF THE FRANCHISE AGREEMENT BETWEEN FATBEAM, LLC, AND THE CITY OF COEUR D'ALENE AFTER THE ACQUISITION OF FATBEAM, LLC, BY BASALT INFRASTRUCTURE PARTNERS LLC, PURSUANT TO THE TERMS AND CONDITIONS OF THE FRANCHISE AGREEMENT DATED DECEMBER 20, 2022.

WHEREAS, on December 20, 2022, the City Council of the City of Coeur d'Alene adopted Ordinance 3711, granting a non-exclusive franchise to Fatbeam, LLC, (hereinafter "Fatbeam") to construct, operate, and maintain a telecommunications system, with all necessary facilities, within the City of Coeur d'Alene (hereinafter "City"); and

WHEREAS, the Ordinance included a Franchise Agreement with terms and conditions that govern the relationship between Fatbeam and the City; and

WHEREAS, the City received a letter from Fatbeam, dated April 10, 2023, advising the City that a fund of Basalt Infrastructure Partners LLC (hereinafter "Basalt") has agreed to acquire Fatbeam Holdings, LLC, of which Fatbeam is a wholly owned subsidiary, and, therefore, Basalt will own a controlling interest in Fatbeam when the transaction has been completed; and

WHEREAS, the Franchise Agreement between Fatbeam and the City provides that every change, transfer, or acquisition of control of Fatbeam shall make the Franchise subject to cancellation unless and until the City Council shall have consented thereto, which consent will not be unreasonably withheld; and

WHEREAS, the City Council is satisfied that Basalt has the legal, technical and financial qualifications to operate as a telecommunications company in accordance with the terms and conditions of the existing Franchise Agreement; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to consent to the continuation of the Franchise Agreement between Fatbeam and the City after the acquisition of Fatbeam by Basalt.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City Council consents to the continuation of the Franchise Agreement between Fatbeam and the City after the acquisition of Fatbeam by Basalt.

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

DATED this 2nd day of May, 2023.

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 _____.

OTHER BUSINESS

**CITY COUNCIL
STAFF REPORT**

DATE: MAY 2, 2023

FROM: TROY TYMESEN, CITY ADMINISTRATOR

**SUBJECT: RESOLUTION SUPPORTING SUPPLEMENTAL SCHOOL LEVY
AND SCHOOL DISTRICT**

DECISION POINT: Should the City Council adopt a Resolution urging citizens to vote “yes” in the upcoming Supplemental School Levy election and supporting the work of School District No. 271 in educating our children?

HISTORY: School District No. 271 is the 6th largest school district in the State of Idaho and the second largest employer in Kootenai County, encompassing much of the County and serving over 10,000 students in 19 schools. It has a nearly 90% graduation rate, and offers advanced placement and career/technical programs.

A ten-year safety and maintenance levy failed in an election held in August 2022, with fewer than 11,000 voting. This represents a voter turnout of about 17%. That levy would have provided funds for deferred maintenance projects, including replacement of aging heating and cooling systems, roofs, water heaters, flooring, sound systems, alarm systems, door locks, and security cameras. An indefinite supplemental levy for operations and a five-year levy for safety and maintenance were also defeated in a March 2023 election which saw a voter turnout of only about 28%. The supplemental levy for operations and maintenance was intended to replace the current 2-year levy which expires on June 30, 2023, and would have provided approximately 25% of the School District’s operating budget as the State of Idaho only provides funding to cover about 75% of the operating budget. Operating costs for the School District include such things as the CDA Police Department’s School Resource Officers and additional security, services and supplies, textbooks and learning materials, staff training, school nurses and mental health support, libraries and special education services, technology and software, maintenance and transportation, athletics and extracurricular activities, and compensation for teachers and staff.

Following the defeat of the levies in March, on April 21, 2023, the School District Board of Trustees declared a financial emergency. This declaration paves the way for significant operating budget cuts in the coming year. In an effort to avoid those cuts, the School District has proposed a new supplemental levy for two years at \$25 million per year. The election for that levy will be May 16, 2023.

FINANCIAL ANALYSIS: There is no cost to the City. Under the levy that expires on June 30, \$76.17 per \$100,000 of taxable assessed value has been added to a homeowner's property tax bill. If the proposed supplemental levy is approved, the tax is expected to increase by \$19.04 per \$100,000 of taxable assessed value for the first year, or 19 cents per \$1,000. For a house assessed at \$300,000, the tax under the current levy is \$168.00 per year. If the new levy passes, the tax would be \$201.25, an increase of less than \$4 per month.

PERFORMANCE ANALYSIS: If the supplemental levy does not pass, our schools will be severely impacted by the potential loss of 4 Campus Security Officers, 9 Security Officers, 114 Elementary School Employees, 39 High School Staff, 32 Middle School Staff, 28 District Office Staff, 25-50 Elementary School Employees (if schools are closed), 16 Kindergarten Teachers, 16 Librarians and Library Managers, 3 Athletic Directors, and KTEC Funding. Our community will likewise be impacted as a safe, secure, and quality educational experience for our young people enriches and enhances the City for the benefit of all of its citizens, not just for those with school-age children and grandchildren, but for all those who call Coeur d'Alene their home.

DECISION POINT/RECOMMENDATION: Council should approve a Resolution urging citizens to vote "yes" in the upcoming Supplemental School Levy election and supporting the work of School District No. 271 in educating our children.

RESOLUTION NO. 23-028

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, URGING ALL CITIZENS TO REGISTER TO VOTE AND TO CAST A BALLOT IN SCHOOL DISTRICT NO. 271'S SUPPLEMENTAL LEVY ELECTION ON MAY 16, 2023, AND EXPRESSING SUPPORT FOR THE LEVY AND THE SCHOOL DISTRICT.

WHEREAS, School District No. 271 encompasses much of Kootenai County, serving over 10,000 students in 19 schools, with a nearly 90% graduation rate, and offering advanced placement and career/technical programs; and

WHEREAS, School District No. 271 is the sixth largest school district in the State of Idaho and the second largest employer in Kootenai County; and

WHEREAS, an eight million dollar (\$8,000,000.00) per year, ten-year safety and maintenance levy failed in an election held in August 2022. Fewer than 11,000 voted in the election, which represents a turnout of about 17%; and

WHEREAS, this safety and maintenance levy would have provided funding to address more than twenty-five million dollars (\$25,000,000.00) in deferred maintenance projects, including replacement of aging heating and cooling systems, roofs, water heaters, flooring, sound systems, alarm systems, door locks, and security cameras; and

WHEREAS, in an election held on March 14, 2023, School District No. 271's Indefinite Term Supplemental Levy was defeated, with 49% voting in favor of the levy and 51% voting against it. Also defeated was a five million dollar (\$5,000,000.00) per year, five-year school plant facilities reserve levy for safety and maintenance. Only about 17,600, or 28% of registered voters, participated in that election; and

WHEREAS, the Supplemental Levy would have provided twenty-five million dollars (\$25,000,000.00) per year, which amounts to approximately 25% of the School District's operating budget, for an indefinite period of time, to cover costs not covered by State funding; and

WHEREAS, among the operating costs that would have been covered by this levy were School Resource Officers, Services and Supplies; Textbooks, Learning Materials, and Staff Training; School Nurses and Mental Health Support; Teacher Supplies, Libraries, and Special Education Services; Elective, Enrichment and Career Technical Education Classes; Technology Staffing, Devices, and Software; Maintenance and Transportation Staffing, Supplies, Equipment, Services, and Vehicles; Athletics and Extracurricular Activities; and Compensation for Teachers and Staff; and

WHEREAS, on April 21, 2023, the School District Board of Trustees declared a financial emergency for the District which likely will result in staffing cuts, including school resource officers

and classroom assistants at district buildings, and cuts to extracurricular programs and technological offerings if the May levy also fails; and

WHEREAS, recognizing the importance of school levies to their education, students at Lake City High School staged an unprecedented voluntary, student-led walk-out following the failure of the March levy, to express their support for teachers, extracurricular activities, and sports programs that will be impacted by budget shortfalls; and

WHEREAS, the School District has one last chance to secure the funding needed for operating expenses before an existing \$20 million two-year supplemental levy expires on June 30, 2023; and

WHEREAS, the School District has placed on the May 16, 2023, ballot a twenty-five million two-year supplemental levy to provide the necessary operating budget and to avoid cuts in personnel and services; and

WHEREAS, this supplemental levy will provide approximately 25% of the district's annual operating budget, paying for School Resource Officers, employee salaries and benefits, textbooks and classroom supplies, student computers, student athletics, art and music programs, mental health programming, extracurricular activities, student transportation, custodial services, and more; and

WHEREAS, if this levy does not pass, our schools will be severely impacted by the potential loss of 9 School Resource Officers, 4 Campus Security Officers, 114 Elementary School Employees, 39 High School Staff, 32 Middle School Staff, 28 District Office Staff, 25-50 Elementary School Employees (if schools are closed), 16 Kindergarten Teachers, 16 Librarians and Library Managers, 3 Athletic Directors, and KTEC Funding; and

WHEREAS, a safe, secure, and quality educational experience for our young people can only enrich and enhance the City for the benefit of all of its citizens, not only for those with school-age children and grandchildren, but for all those who call Coeur d'Alene their home.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that all eligible citizens are urged to register to vote in order to be able to cast a ballot in the May 16, 2023, supplemental levy election.

BE IT FURTHER RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that all registered voters should cast ballots in the May 16, 2023, supplemental levy election in favor of the two-year supplemental levy in order to provide our students with a safe, secure, and quality educational experience.

BE IT FURTHER RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that they are in full support of, and in accord with, School District No. 271, its leaders, employees,

and students in their efforts to provide the best education possible, in a fiscally responsible manner, for the benefit of the entire community.

DATED this 2nd day of May, 2023.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.

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

DATE: APRIL 24,2023

FROM: MIKE BECKER, CAPITAL PROGRAMS MANAGER,
WASTEWATER DEPARTMENT

SUBJECT: BID RESULTS FOR THE SOLIDS BUILDING IMPROVEMENTS
PROJECT

DECISION POINT: Should City Council accept the low bid of and award a contract to Apollo Inc., for the City of Coeur d'Alene (City) Wastewater Department's Solids Building Improvements Project in the amount of \$5,441,903.00?

HISTORY: In compliance with the Wastewater Departments 2018 Facility Plan's Implementation Schedule, the Solids Building Improvements Project is a planned multi-year project and includes the following scope of work:

- Take over contract and payment obligation to GEA for procurement of centrifuge
- Replacement of belt filter press with owner-furnished centrifuge (dewatering) equipment
- Expansion and enclosure of building for future dewatering equipment & larger loadout area
- Replacement of polymer injection system
- Installation of new conveyors from centrifuges to loadout area for larger trucks
- Construction of biological trickling filter odor control and mitigation system
- Installation of as new mixer and floating geosynthetic cover within centrate tank
- Misc. HVAC, piping and valving, electrical, communication and software integration

The city procured a new GEA® Centrifuge in 2021 and took delivery in March 2022. Since this project includes specialty construction, and following Idaho Code 67-2805, the Wastewater Department began a general contractor prequalification and bidding process for this project. On April 11, 2023, two bids were opened and read aloud.

FINANCIAL ANALYSIS: The following is a breakdown of the bids received for this project:

Bidder	Lump Sum Bid
<i>Apollo, Inc.</i>	<i>\$5,441,903.00</i>
Clearwater Construction and Management, LLC.	\$5,583,773.90
Slayden Construction, Inc.	No Bid Submitted
Engineer's Revised Estimate of Probable Costs:	\$5,500,000.00

PAGE 2

Based on HDR Engineer's review of bids, the responsive and low bidder is Apollo, Inc. The Wastewater Department also found its bid proposal complete and in order, and has budget authority for this multi-year project. Currently, \$1.4M has been allocated for the first year of this project, and will budget accordingly in the following FY 2023/2024.

PERFORMANCE ANALYSIS: Apollo has successfully completed two major treatment plant projects to the Wastewater Department's satisfaction. It is in Good Standing with the Idaho Secretary of State and presently holds the appropriate Idaho Public Works License. A review of its subcontractors has revealed all possess the proper licenses for the work as required by the Instruction to Bidders. On March 31, 2023, the City received the Idaho Department of Environmental Quality's approval for construction of this project in conformance with IDAPA 58.01.16.

DECISION POINT/RECOMMENDATION: City Council should accept the low bid of and award a contract to Apollo Inc., for the City of Coeur d'Alene Wastewater Department's Solids Building Improvements Project in the amount of \$5,441,903.00.



CITY OF COEUR D'ALENE WASTEWATER DEPARTMENT

**GENERAL CONTRACTOR BID RESULTS
to the
SOLIDS BUILDING IMPROVEMENTS PROJECT**



SOLIDS BLDG. PROJECT VIEW FROM TRAIL



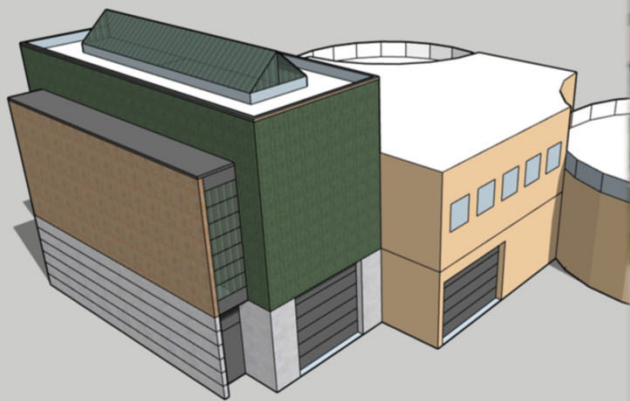
FUTURE



TODAY



SOLIDS BLDG. PROJECT VIEW FROM N.I.C.



FUTURE



TODAY



SOLIDS BUILDING IMPROVEMENTS PROJECT

4/11/2023 Bid Date	Prequalified Bidders	
Bid Breakdown	Clearwater Construction and Management, LLC.	Apollo, Inc.
Dewatering Base Bid:	\$ 5,033,170.90	\$ 5,062,000.00
Centrate Tank Cover Bid:	\$ 187,900.00	\$ 33,000.00
Odor Control Fan Bid:	\$ 30,700.00	\$ 23,000.00
Assume Procurement Contract:	\$ 197,903.00	\$ 197,903.00
Contingency Allowance:	\$ 134,100.00	\$ 126,000.00
Total Bid Price:	\$ 5,583,773.90	\$ 5,441,903.00
Revised Engineer's Estimate of Probable Construction Costs: \$5.5M		



STAFF'S RECOMMENDATION:

CITY COUNCIL SHOULD ACCEPT THE LOW BID OF AND AWARD A CONTRACT TO APOLLO INC., FOR THE CITY OF COEUR D'ALENE WASTEWATER DEPARTMENT'S SOLIDS BUILDING IMPROVEMENTS PROJECT IN THE AMOUNT OF \$5,441,903.00.



QUESTIONS?



RESOLUTION NO. 23-029

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING THE BID OF AND AWARING A CONTRACT TO APOLLO, INC., FOR THE WASTEWATER DEPARTMENT'S SOLIDS BUILDING IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED \$5,441,903.00.

WHEREAS, the City heretofore duly advertised an invitation for bids for the Wastewater Department's Solids Building Improvements Project, and said bids were opened as provided in said advertisement on the 11th day of April, 2023, and the lowest responsive bid received was that of Apollo, Inc., in the amount of Five Million Four Hundred Forty-One Thousand Nine Hundred Three dollars and no/100's (\$5,441,903.00), and it is in the best interests of the City of Coeur d'Alene and the citizens thereof that said bid be accepted and that a contract be awarded to Apollo, Inc.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the bid of Apollo, Inc., in an amount not to exceed \$5,441,903.00, for the Wastewater Department's Solids Building Improvements Project be and the same is hereby accepted.

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

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

DATED this 2nd day of May, 2023.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.

AGREEMENT

THIS AGREEMENT is dated as of 2nd day of **May** in the year **2023**, by and between **CITY OF COEUR D'ALENE**, hereinafter called Owner, and **APOLLO, INC.** hereinafter called Contractor.

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

Contractor shall complete all Work as specified or indicated in the Contract Documents. The project work is generally described as follows:

1. Installation of one (1) new Owner furnished dewatering centrifuge and ancillary electrical, instrumentation, and controls work. The centrifuge is currently being stored onsite at the Coeur d'Alene Advanced Wastewater Treatment Plant (AWTF). The centrifuge shall be tested to determine if it meets the minimum requirements specified.
2. Expansion to the existing Solids Handling Building at the Coeur d'Alene AWTF, including an upper level to house future dewatering equipment and lower level for truck loadout.
3. Installation of a new polymer system and associated piping modifications to allow both the existing and new centrifuge to operate in parallel.
4. Installation of new conveyors in the dewatering room and truck load-out to accommodate dewatered solids from the new centrifuge.
5. HVAC and odor control improvements to the Solids Building, including installation of one new biological trickling filter unit for odor mitigation.
6. Installation of a new floating geosynthetic cover and new floating mixer in the existing centrate storage tank, a separate and standalone bid item.
7. Other miscellaneous electrical, building, piping, and valve improvements.

The project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: **City of Coeur d'Alene AWTF Solids Building Improvements Project.**

Article 2. CONTRACT TIME.

- 2.1 The Work shall be substantially completed within 240 calendar days after the date when the Contract Times commence to run as provided in the General Conditions and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 270 calendar days. Final payment will be withheld until final completion and acceptance of the Work, as stipulated in this Agreement.
- 2.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence in this Agreement and that Owner will suffer financial loss if the Work is not substantially complete within the time specified above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner five hundred dollars (\$ 500.00) for each day that expires after the time specified herein until the Work is substantially complete.

Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500.00 for each day that expires after such time until the Work is completed and ready for final payment.

Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

Assigned City of Coeur d'Alene Wastewater Department – Centrifuge Pre-purchase contract with GEA Mechanical Equipment US, Inc. GEA Westfalia Separator Division (Assigned Contract Seller):

- a. Liquidated damages assessed by Owner to Contractor for the failure of Contractor to achieve Substantial Completion or Final Completion, which are determined to be caused by delaying events solely caused by the Assigned Contract Seller, shall be assessed at the Liquidated Damage amount for the specific delaying event(s) which caused the delay(s) as calculated in City of Coeur d'Alene Wastewater Department – Solids Building Improvements Centrifuge Prequalification contract Specification Section 00 50 13 Paragraph 2.04.
- b. The maximum total amount for liquidated damages assessed by Owner to Contractor for delays solely caused by the Assigned Contract Seller shall be capped at the amount listed in City of Coeur d'Alene Wastewater Department – Solids Building Improvements Centrifuge Prequalification Contract Specification Section 00 50 13 Paragraph 2.04.

Article 3. CONTRACT PRICE.

- 3.1 Owner shall pay Contractor for performance of the Work in accordance with the Contract Documents the sum (subject to adjustment as provided in the Contract Documents) **Five-million, Four-hundred forty-one thousand, Nine-hundred three and no/100 dollars (\$5,441,903.00)**. All specific contingency allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

Article 4. PAYMENT PROCEDURES.

- 4.1 Contractor shall submit applications for payment in accordance with the General Conditions. Applications for payment will be processed as provided in the General Conditions. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment. Monthly progress payments must be submitted by the 10th of the month for work done in the previous calendar month. Partial payment shall be made by the end of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided that the **CONTRACTOR** has obtained from the Idaho State Tax Commission and submitted to the **CITY** a release of liability for taxes (Form 10-248-79). Payment shall be made by the City Finance Department. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- 4.2 Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.
- 4.3 Final Payment: Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

Article 5. INSURANCE.

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

The CONTRACTOR shall indemnify, defend and hold the CITY harmless from all claims arising from the CONTRACTOR's actions or omissions in performance of this contract, and to that end shall maintain liability insurance naming the CITY as one of the insureds in the amount required by the Insurance Specifications for Seller for Procurement Contracts for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants. A certificate of insurance providing at least thirty (30) days written notice to the CITY prior to cancellation of the policy shall be filed in the office of the City Clerk. The CONTRACTOR shall furnish the CITY certificates of the insurance coverages required herein, which certificates must be approved by the City Attorney.

Article 6. CONTRACTOR’S REPRESENTATIONS.

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Bidding Documents, including Addenda.
2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, if selected as Contractor; and (c) Contractor’s (Contractor’s) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. The submission of this Bid constitutes an incontrovertible representation by Contractor that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

Article 7. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire Agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consist of the following:

- 7.1 This Agreement.
- 7.2 Exhibits to this Agreement, including the Centrifuge Procurement Contract Documents.
- 7.3 Performance Bond, Payment Bond, and Bid Bond.
- 7.4 Invitation to Bid.
- 7.5 Instructions to Bidders and Bid Form.
- 7.6 Certificate(s) of Insurance.
- 7.7 General Conditions.
- 7.8 Supplementary Conditions.
- 7.9 Wage Rates.
- 7.10 Appendices
- 7.11 Addenda listed on the Bid forms (if applicable).
- 7.12 Contractor's executed Bid forms.
- 7.13 Documentation submitted by Contractor prior to Notice of Award.
- 7.14 Notice of Award.
- 7.15 Notice to Proceed.
- 7.16 Any modification, including Change Orders, duly delivered after execution of Agreement.
- 7.17 Any Notice of Partial Utilization.
- 7.19 Notice of Substantial Completion.
- 7.20 Notices of Final Completion and Acceptance.
- 7.21 Drawings

7.22 Specifications

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed by a modification (as defined in the General Conditions).

Article 8. MISCELLANEOUS.

8.1 Terms

Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

8.2 Assignment of Contract

Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3 Successors and Assigns

Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.4 Severability

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.5 Contractor's Certifications

Contractor has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.5:

Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.

Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.

Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

Pursuant to Idaho Code § 67-2346, the Contractor affirms 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.

8.6 Contractor must employ ninety-five percent (95%) bona fide Idaho residents as employees on any job under this contract except where under this contract fifty (50) or fewer persons are employed by the contractor, in which case the Contractor may employ ten percent (10%) nonresidents; provided, however, in all cases the Contractor must give preference to the employment of bona fide residents in the performance of said work. (Idaho Code § 44-1002).

8.7 Title VI of the Civil Rights Act of 1964

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

1. **Compliance with Regulations.** 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.** 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. 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 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 Contractor of 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.** 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 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:
 - a. Withholding of payments to the contractor under the contract until the contractor complies, and/or;
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions.**
 - a. 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. 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.

- b. 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, Contractor may request ITD enter into such litigation to protect the interests of the state and, in addition, Contractor may request the USDOT enter into such litigation to protect the interests of the United States.

8.8 Other Provisions

Assignment of Owner-Purchased Material and Equipment Contracts.

1. Owner has entered into Contract for the furnishing of Goods and Special Services for a dewatering centrifuge and reserves the right to assign said Contract to Contractor. Contractor hereby consents to such assignment. Forms documenting the assignment of the Contract, and consent of Seller's surety to the assignment, have been executed by Buyer, Seller, and Seller's surety, and are attached as exhibits to this Agreement.
2. The Contract will be executed in the name of Buyer initially, and will be assigned to Contractor by Buyer. Contractor's responsibilities will include those of the Buyer and installation of the Goods. As of the date of acceptance of assignment by the Contractor, all references in the assigned Contract Documents to Buyer shall mean the Contractor.
3. The assignment of the Contract shall relieve the assignor from all further obligations and liabilities under that Contract. After assignment, Seller shall become a subcontractor or supplier to the Contractor and, except as noted herein, all rights, duties, and obligations of Buyer under the Contract shall become the rights, duties, and obligations of Buyer under the Contract shall become the rights, duties, and obligations of the Contractor. Notwithstanding any other provision of this Agreement, Owner shall continue to own all property, instrumentalities, or other goods supplied for the Coeur d'Alene Solids Building Improvements project, whether installed or not, after any assignment to Contractor. Contractor shall have no claim or interest in said property, instrumentalities, or other goods by reason of any assignment.
4. After assignment, all performance, warranties, guarantees, and indemnifications required by the Contract Documents will continue to run for the benefit of assignor and, in addition, for the benefit of the assignee.

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

(Contractor)

(SEAL & ATTEST)

By _____

Title _____

(JOINT VENTURE)

(SEAL & ATTEST)

By _____

Title _____

CITY OF COEUR D'ALENE (Owner)

By _____
James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

END OF SECTION

**CITY COUNCIL
STAFF REPORT**

DATE: MAY 2, 2023

FROM: CHRIS BOSLEY – CITY ENGINEER

SUBJECT: MOU FOR RRFB FOR WOODLAND MIDDLE SCHOOL

DECISION POINT:

Should City Council approve a Memorandum of Understanding (MOU) with Sunrise Rotary for the purchase of a pair of Rectangular Rapid Flashing Beacons (RRFBs) for Woodland Middle School?

HISTORY:

Over the past several years, Sunrise Rotary has helped improve student safety at many local schools through the purchase of RRFBs to enhance crosswalks. The Streets & Engineering department has partnered with Sunrise Rotary each time to install the RRFBs, striped the crosswalks, and complete any other necessary improvements for accessibility. Over the past several years, Sunrise Rotary has helped fund RRFBs at Fernan Elementary, Winton Elementary, Bryan Elementary, and Borah Elementary. The Streets & Engineering Department would like to continue this relationship by signing the MOU for the purchase of RRFBs for Woodland Middle School.

FINANCIAL ANALYSIS:

Due to the high number of applications in their competitive grant process this year, Sunrise Rotary is only able to pay \$5000 toward the purchase of the RRFBs, which covers approximately half the cost of the RRFBs and foundations. The additional funding will come from the Streets & Engineering budget. City crews will install and maintain the RRFBs and provide any additional improvements deemed necessary.

PERFORMANCE ANALYSIS:

Installation of this RRFBs will improve pedestrian safety and driver yielding, as well as encourage walking to Woodland Middle School.

DECISION POINT/RECOMMENDATION:

City Council should approve a Memorandum of Understanding (MOU) with Sunrise Rotary for the purchase of a pair of Rectangular Rapid Flashing Beacons (RRFBs) for Woodland Middle School.

RESOLUTION NO. 23-030

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH COEUR D'ALENE SUNRISE ROTARY CLUB FOR THE PURCHASE AND INSTALLATION OF RECTANGULAR RAPID FLASHING BEACONS (RRFBs) FOR WOODLAND MIDDLE SCHOOL.

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City execute a Memorandum of Understanding with the Coeur d'Alene Sunrise Rotary Club for the purchase and installation of Rectangular Rapid Flashing Beacons (RRFBs) for Woodland Middle School, in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said Memorandum of Understanding to the extent the substantive provisions of the Memorandum of Understanding remain intact.

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

DATED this 2nd day of May, 2023.

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 _____.

MEMORANDUM OF UNDERSTANDING

between

Coeur d'Alene Sunrise Rotary Club
(hereinafter referred to as "The Primary Sponsor")
and

City of Coeur d'Alene
(hereinafter referred to as "The Cooperating Organization")

1. Subject

Rotary Foundation District Grant for Improving Crosswalk Safety at Woodland Middle School in Coeur d'Alene, Kootenai County, Idaho, USA

2. Purpose

This document serves to establish a framework of cooperation and agreement between the aforementioned parties as it pertains to the implementation of a project financed by a Rotary Foundation District Grant for the installation of Rectangular Rapid Flashing Beacons ("RRFB").

3. Primary Contacts

	The Primary Sponsor	The Cooperating Organization
NAME	Nicole Kahler, Sunrise Rotary Contact	Chris Bosley, City Engineer
ADDRESS	Coeur d'Alene Sunrise Rotary Club PO Box 1343, Coeur d'Alene, ID 83816	City of Coeur d'Alene 710 E. Mullan Ave., Coeur d'Alene, ID 83814
PHONE	208-874-3070	208-769-2216
E-MAIL	n.kahler@ymail.com	CBOSLEY@cdaid.org

4. Understandings

- A. All parties affirm that the District Grant is initiated, controlled, and managed by the Rotary club(s) involved in the project.
- B. The Primary Sponsor affirms that The Cooperating Organization is reputable and responsible and acts within all governing laws of the project country.
- C. All parties acknowledge that the District Grant, if approved, will be awarded to The Primary Sponsor and not to The Cooperating Organization.
- D. All project funds will be in the custody of the Primary Sponsor and will not be managed by The Cooperating Organization.
- E. The Cooperating Organization must abide by the Terms and Conditions for Rotary Foundation District Grants and Global Grants.
- F. The Cooperating Organization and its involvement in this project may be subject to financial and operational review/audit by Rotary District 5080 and/or The Rotary Foundation.

5. Primary Sponsor shall:

- A. Notify the Cooperating Organization when the Rotary District Grant is approved.
- B. Manage grant funds and pay invoices submitted by the Cooperating Organization in a timely manner.

- C. Be responsible for the cost of procuring the RRFBs and sponsor signage.
- D. Apply for a City sign permit for the project banner to be hung at the school and obtain school district permission for the banner. The Primary Sponsor shall comply with the City Sign Code in all respects.
- E. Coordinate media coverage for dedication ceremony at the completion of the project.
- F. Arrange for posting of project photos and information on the websites and Facebook pages of sponsoring Rotary club, Rotary District 5080, and SD271.

6. The Cooperating Organization shall:

- A. Order equipment after grant approval.
- B. Be responsible for the cost of installing the RRFBS and striping the crosswalk.
- C. Purchase and install the solar-powered RRFB crosswalk system. Installation shall be at a location determined by the Cooperating Organization in accordance with generally applicable engineering standards and the Manual on Uniform Traffic Control Devices.
- D. Installation shall be in accordance with all applicable Codes and construction standards as determined in the sole judgment of the Cooperating Organization.
- E. Affix sponsor signs to beacon poles which comply with the City's Sign Code.
- F. Re-stripe the crosswalk served by the RRFB prior to activation of the system. Thereafter, restriping of the crosswalk will be performed at the discretion of the Cooperating Organization in accordance with its policies for striping roadways.
- G. Present invoices to Sunrise Rotary for payment with receipts from vendors (or copies of canceled checks) that document payment of invoices by the Cooperating Organization.
- H. Participate in dedication ceremony at the completion of the project.
- I. Post project photos and information on the City's website and Facebook page for a minimum period of thirty (30) days.

7. Modification

Modifications of this MOU shall be made only by mutual consent of the parties, by the issuance of a written modification signed and dated by all parties, and approved by Rotary District 5080 and The Rotary Foundation prior to any changes being effective.

8. Conflict of Interest

Any real or perceived conflicts of interest must be disclosed to Rotary District 5080 and The Rotary Foundation, including any Rotarians serving as paid staff or board of directors for the Cooperating Organization. The following Rotarian serves as paid staff or board of directors for the Cooperating Organization: **Troy Tymesen**, a member of Coeur d'Alene Sunrise Rotary, is the Coeur d'Alene City Administrator.

9. Cooperation

The parties agree that lines of communication shall be kept open in order to discuss any concerns arising from the terms of this MOU and to reach mutually agreeable solutions to such concerns in a timely manner.

10. Signatures

By signing below, the aforementioned parties agree to the terms of this memorandum of understanding.

Jeff Voeller, President-Elect, Coeur d'Alene Sunrise Rotary DATE

James Hammond, Mayor, City of Coeur d'Alene DATE

ATTEST:

Renata McLeod, City Clerk