

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

AGENDA

VISION STATEMENT

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

NOTE: The City is utilizing Governor Little's Stage 4 Rebound Idaho guidance for its public meeting. As such, we are abiding by the social distancing guidelines of 6' within the physical meeting room, and limiting seating, seating will be first come first serve. The meeting can be viewed live through Facebook live and/or the City's YouTube channel or on Spectrum Cable Channel 1301. The meeting is rebroadcast on Spectrum Cable channel 1301 and on YouTube through a link on the city's website (www.cdaid.org).

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

November 2, 2021: 6:00 p.m.

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Pastor Mike Maksimowicz with Ignite the World Ministries

C. PLEDGE OF ALLEGIANCE:

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

E. PRESENTATION:

1. Leaf Fest 2021 Update

Presented by: Justin Kimberling, Streets and Engineering Lead Field Worker

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

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

G. ANNOUNCEMENTS:

1. **City Council**
2. **Mayor - Appointments:** Scott Cranston, Bridget Hill, and Ginny Tate to the Parks and Recreation Commission.

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

1. Approval of Council Minutes for the October 19, 2021, Council Meeting.
2. Approval of General Services/Public Works Committee meeting minutes from October 25, 2021.
3. Setting of General Services/Public Works Committee Meeting for November 8, 2021.
4. Approval of Bills as Submitted.
5. Approval of a Cemetery Lot Repurchase and Transfer
 - a. Repurchase from Jeff Schneider; Section RIV, Block NGB, Niche 41
 - b. Transfer from Marlene Herby to Kevin Herby; Section OP, Block 2, Lot 145, Forest Cemetery Annex. (Riverview)

As Recommended by the City Clerk

6. Resolution No. 21-064 –

- a. S-2-20 - Enclave at the Trails, Acceptance of improvements, Approval of the Final Plat, Maintenance/Warranty Agreement and Landscape Work Agreement and security.

As Recommended by the City Engineer

- b. Approval of an Agreement with J-U-B Engineers, Inc., for professional engineering services associated with the 2021-2022 Wastewater Collection System Capital Improvement Projects in the amount of \$188,900.00
- c. Approval of a Purchase Agreement with Freightliner Northwest for the Procurement of a New 2022 Dump Truck for the Wastewater Department in the Amount of \$169,736.00
- d. Approval of a Retirement Medical Benefit and Consultant Agreement with Casey Fisher
- e. Approval of an Agreement with ROW, Inc., dba ROW Adventures, for Commercial Use of City Property at Independence Point Beach for a Period of Three (3) Seasons
- f. Approval of a Five-Year Lease of Riparian Rights with the Eleventh Street Dock Owners Association

As Recommended by the General Services/Public Works Committee

I. OTHER BUSINESS:

1. **Resolution No. 21-065-** Approval of a Contract to Specialty Pump Services, Inc. as awarded low bidder for the Annie Well Pump Rehabilitation Project.

Staff Report by: Kyle Marine, Assistant Water Director

J. ADJOURN:



Coeur d'Alene CITY COUNCIL MEETING

November 2, 2021

**MEMBERS OF THE CITY COUNCIL:
Steve Widmyer, Mayor
Council Members McEvers, English, Evans, Gookin, Miller, Wood**

PRESENTATIONS



City of Coeur d'Alene
Leaf Pick-Up
Begins November 8th



Streets & Engineering Team

















**Please move all
vehicles off the street**



**Please don't
Put bagged leaves in the street
Put other debris in the street
Miss the deadline!**

**Do NOT put leaves in the street after we
have completed your neighborhood**



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ANNOUNCEMENTS

Memo to Council

DATE: October 19, 2021

RE: Appointment to Boards/Commissions/Committees

The following re-appointments are presented for your consideration for the November 2, 2021, Council Meeting:

SCOTT CRANSTON	Parks and Recreation Commission (Re-appointment)
BRIDGET HILL	Parks and Recreation Commission (Re-appointment)
GINNY TATE	Parks and Recreation Commission (Re-appointment)

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

Sincerely,

Sherrie Badertscher
Executive Assistant

cc: Renata McLeod, City Clerk
Bill Greenwood, Parks and Recreation Director

CONSENT CALENDAR

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

October 19, 2021

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 October 19, 2021, at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

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

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

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

PUBLIC COMMENTS: The Mayor called for public comments, with none being requested.

ANNOUNCEMENTS:

Mayor Widmyer asked for the Appointments of Bev Moss, Arts Commission and the following student representatives: Sienna Hepworth, Arts Commission (Reappointment); Adeline Smith, Alternate Arts Commission; Claire Pratt, Childcare Commission; Claire Swanby, Alternate Childcare Commission; Eleanor Walsh, Library Board (Reappointment); Georgia Mau, Alternate Library Board; Alysha Vilelli, Parks & Recreation Commission; Brighton Spencer, Alternate Parks & Recreation Commission; Rylee Strobel, Urban Forestry Committee; Sage Pedersen, Alternate Urban Forestry Committee.

MOTION: Motion by Evans, seconded by Wood, to appoint Bev Moss, Arts Commission and the following Student Representatives: Sienna Hepworth, Arts Commission (Reappointment); Adeline Smith, Alternate Arts Commission; Claire Pratt, Childcare Commission; Claire Swanby, Alternate Childcare Commission; Eleanor Walsh, Library Board (Reappointment); Georgia Mau, Alternate Library Board; Alysha Vilelli, Parks & Recreation Commission; Brighton Spencer, Alternate Parks & Recreation Commission; Rylee Strobel, Urban Forestry Committee; Sage Pedersen, Alternate Urban Forestry Committee. **Motion carried.**

CONSENT CALENDAR:

1. Approval of Council Minutes for the October 5, 2021 Council Meeting.
2. Approval of Bills as Submitted.
3. Approval of Financial Report.
4. Setting of General Services/Public Works Committee meeting for Monday, October 25, 2021 at 12:00 noon.
5. Approval of a Cemetery Lot Repurchase from Pat Ferriola; Lots 01A and 01B; Block 43; Section G, Forest Cemetery
6. **Resolution No. 21-062-** A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING THE ABANDONMENT OF AN EASEMENT AND APPROVING THE WAIVER OF COVERED LOAD REGULATIONS FOR THE ANNUAL CITY LEAF PICK-UP PROGRAM.

MOTION: Motion by McEvers, seconded by Gookin, to approve the Consent Calendar as presented, including **Resolution No. 21-062.**

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

RESOLUTION NO. 21-063

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH HMM ENGINEERING FOR THE STORMWATER DESIGN PROJECT NEAR SANDERS BEACH.

STAFF REPORT: City Engineer Chris Bosley explained that this project is similar to the Northwest/US-95 swale, and was identified by staff as another opportunity to eliminate or reduce the amount of stormwater discharging into our surface waters. He noted that the Northwest Boulevard area looks very brown, as the hydroseed did not take due to the summer drought. He is optimistic that it will grow in the fall, if not it will be reseeded. They are waiting for the grass to grow before the water is diverted. The proposed Sanders Beach project would include two (2) outfalls at or near the beach, one at the swimming beach at the end of 12th Street; the other at the marina at the end of 11th Street. Staff has been evaluating the feasibility of reducing or eliminating the volume of stormwater that discharges into Lake Coeur d'Alene at these two outfalls and has recently applied for a grant with the Idaho Department of Environmental Quality (IDEQ) to receive funding for this project and others that would reduce the amount of phosphorus that enters the Lake. Staff met with HMM Engineering to discuss this project and prepare a cost estimate to perform a hydraulic analysis of the stormwater system and design a stormwater system that could handle the expected stormwater. This would likely be accomplished through a combination of swales and subsurface storage/filtration units, but will be ultimately determined during design. The cost for the design is \$48,680, which would be funded through the Drainage Utility funds. The funding may be considered as funding match if the IDEQ grant is awarded to the City and could improve the City's chances of obtaining the grant money. The grant agreement will be coming back for Council approval if chosen. If the City is not successful in the grant award, City crews intend to work on portions of the project as time

allows, reducing the outfall volume incrementally. Completion of this project could potentially eliminate a stormwater outfall, as recommended by our Municipal Separate Storm Sewer System (MS4) permit.

DISCUSSION: Councilmember McEvers asked how much water would this divert from the lake, with Mr. Bosley noting it would be approximately 75 acre of land would drain to this outfall. Councilmember Gookin noted that the engineer would determine placement and wondered if that design would come back to Council. Mr. Bosley noted that there are a few possible locations such as under the parking lot at East Tubbs Hill park or under the street near catch basins in the Sander's Beach area. He noted that funds would most likely come from Stormwater Utility funds. Councilmember Wood noted that there are some lakes that don't control the run off, and asked if Mr. Bosley could explain why we would go to this effort. Mr. Bosley explained that stormwater can contain E.coli from animal waste, lead, and some petroleum products from automobiles, and phosphorous which is the main focus, and this process should do a good job of reducing all of those hazards.

MOTION: Motion by McEvers, seconded by Miller, approving **Resolution No. 21-063**, approving an Agreement with HMH Engineering for the stormwater design project near Sanders Beach.

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

WASTEWATER 2018 FACILITY PLAN UPDATE

Staff Report: Wastewater Director Mike Anderson explained that in order to remain in compliance with the Idaho Department of Environmental Quality (IDEQ), the City is required to maintain an approved Facility Plan for its Wastewater Treatment Facility. In 2001, the Coeur d'Alene Wastewater Department developed its Facility Plan to address "high peak flows, regulatory changes, aging facilities, rapid growth, and encroaching development." The plan was updated in 2009 and again in 2012, which focused on tertiary treatment of the wastewater for CBOD, phosphorous, and ammonia removal. The process for this most recent update began in 2018 by HDR Engineering, and was intended to address several processes and components throughout the plant where issues have been identified. He noted that more projects are planned within the first five years. Additionally, he noted that projects identified include public interface regarding odor control and water reuse to take some burden off the aquifer, as well as expansion implementation triggers related to ammonia load. He reviewed several odor control options including enclosing the dewatering building. He noted that reuse opportunities include irrigation options for city properties near the plant, which could include the cemetery, park areas, green spaces with up to 1 million gallons a day. Expansion is important due to ammonia loads and based on trends over the past five years, and found it to be increasing at a rapid level. Some solutions include an increase to the mix tanks, with a long-term solution to increase capacity of tankage, which would be a multi-year project estimated at \$7 Million. The plan addresses permit requirements but also delves into the sustainability and operability of the Treatment Facility, as well as addressing how the Facility fits within the community.

DISCUSSION: Councilmember Gookin asked if they planned to store the reusable water. Mr. Anderson noted the plan does not include such storage space, as the current plan is to use existing flow straight out for irrigation, with none left as overages. Councilmember McEvers asked what the cost would be with Mr. Anderson stating they would not have to retreat the water, they would need to lay the pipe and run it through an ultraviolet system, but the pumps are currently in place. Councilmember McEvers asked for clarification on what is meant by the term concentrate, with Mr. Anderson explaining that it refers to each liter that comes into the plant and the amount of ammonia in each liter that is increasing. He theorized that the increased ammonia stems from the low flow toilets, but keeps the plant from filling up as a positive result. Councilmember McEvers asked if low flow toilets will affect the estimated build out numbers. Mr. Anderson noted that capacity ability is determined by a look at history and current use, winter time usage, average gallons and number of persons per house; which they determined to be 67 gallons per person per day. Then they look at the past five years of increases and use that as a predictor, and can determine when there might be a problem year. Councilmember Gookin asked if there was a governing agency determining what the maximum level of ammonia could be. Mr. Anderson noted that this is a measure to prevent eutrophication of the lake, which can cause algae growth in the water, then the algae will die which pulls the oxygen out of the water and kills the fish. Mr. Anderson clarified that what drove this was downstream states, not the state of Idaho, as they were seeing algae blooms. If it didn't work out and they still had algae blooms they could technically come after us for less discharge, but they are at the edge of what can be done. He suggested that they would have to look at other items such as farms and runoff. Councilmember Gookin noted that he is excited about the water reuse program, so that we could avoid putting anything into the river. Councilmember English noted that there is direct cause and effect on use and population is variable that is going up, so either we pay now or more later. Councilmember Wood asked what would he consider a normal growth rate for our region for our sewer capability. Mr. Anderson clarified that we are not growing as much as the Post Falls wastewater facility, so it is hard to give a real number, but it seems to be a bit lower than our neighbors. Councilmember Wood suggested the Wastewater Department continue to seek water reuse partners, such as the college. Councilmember Miller also noted other large users might be interested in water reuse opportunities.

MOTION: Motion by Gookin, seconded by McEvers, to approve updates to the Wastewater 2018 Facility Plan. **Motion carried.**

COUNCIL BILL NO. 21-1024

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE ISSUANCE AND SALE OF THE CITY'S WASTEWATER REVENUE REFUNDING BONDS, SERIES 2021A (TAX-EXEMPT), AND WASTEWATER REVENUE REFUNDING BONDS, SERIES 2021B (TAXABLE), IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$31,245,000 TO PROVIDE FUNDS NECESSARY TO PREPAY AND REFUND CERTAIN OUTSTANDING WASTEWATER REVENUE BONDS OF THE CITY; DELEGATING CERTAIN AUTHORITY TO THE DESIGNATED REPRESENTATIVE IN CONNECTION WITH THE SALE AND ISSUANCE OF THE 2021 BONDS AND OTHER TERMS OF THE 2021 BONDS UNDER THE CONDITIONS SET FORTH HEREIN; AUTHORIZING PRELIMINARY AND FINAL OFFICIAL

STATEMENTS; PLEDGING REVENUES FOR PAYMENT OF THE 2021 BONDS;
PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO; AND
PROVIDING FOR THE EFFECTIVE DATE HEREOF.

Staff Report: City Administrator Troy Tymesen introduced Eric Heringer: Managing Director with Piper Sandler; Christian Anderson: Vice President with Zion's Public Finance; and Laura McAloon: Bond Counsel with McAloon Law, PLLC, as those being involved in the Bond refinancing. He explained that the Wastewater Department is currently making annual payments on three (3) revenue bond issues from 2012, 2015, and 2020, with coupon rates of 5%, 2%, and 2.75%. The 2015 and 2020 bonds were for DEQ loans. The 2012 bond was for an IBBA loan. The maturity dates of these issues range from 2027 to 2040. He noted that they had a conference call regarding the City's bond rating today and are seeking an AA, better to get an AA+ ; however, that would be hard for a community our size. He expects a response within 10 days. He noted that in the current market, the aggregate all-in true interest cost of the refunding bonds would not exceed 2%. The City, therefore, could realize an estimated savings of over \$2,000,000 with a maturity date in 2040. If new bonds are structured to a 13-year issue (maturity date in 2034), the savings could be over \$4,000,000.

Mr. Heringer detailed the sewer revenue bonds and their outstanding principal and their final maturity dates. He reviewed the current municipal bond market conditions. He compared the current bond payment structure and interest in comparison to the refinancing structure noting the potential savings of \$1,008,000 from the 2012 bonds, and \$1,867,700 in the savings for the 2015 and 2020 bonds. He explained the payment would be similar for the first 8 years, then increasing the payments thereafter.

Mr. Anderson noted the remaining aspects of financing. He clarified that Zion's is serving as the City's advisor in this transaction and has a duty to the City. All the current bonds require a debt service reserve fund for one year's worth of payments, which will not be required by bond holders in this market. Therefore, approximately \$2 Million of unrestricted funds will go back into the City's wastewater utility system. He reviewed the schedule, noting that in order to stay on track with the current market he proposed the schedule to include the adoption of this proposed ordinance, which would allow the bond rating to be received on October 28, 2021, and a November 2, 2021, premarket bond to investors through the preliminary official statement. He noted that the interest rate would be locked in on November 10, 2021, the date of the sale. This would all allow for a December 1, 2021, closure of the bonds. Zion's would act on the City's behalf as the bond sale is initiated. He reviewed the parameters of the delegation of authority to include the aggregate principal amounts will not exceed the following for the 2021A \$26,125,000; for the 2021 B Bonds \$5,120,000, and the aggregate all-in true interest cost on the 2021 bonds (A&B) will not exceed 2.00%. He reiterated that this action would provide for \$2.86 Million in cash flow savings and \$1.83 Million in present value savings.

Ms. McAloon explained the specifics of the bond refinancing Ordinance. She noted that the Council's delegation of authority for the future bond sale of 2021 bonds includes the following; appointment of the Mayor and City Administrator as designated representatives; authorize the refinancing of the 2012, 2015, and 2020 bonds; approve final pricing details of the bond; ratify official statement, approve and execute bond purchase contract with Piper Sandler & company,

execute closing documents/certificates. She explained that this provides the City's financing team the ability to be nimble, to act quickly, and react to market conditions. She reiterated that this delegation is done with parameters that include the aggregate principal amounts will not exceed the following for the 2021A \$26,125,000; for the 2021 B Bonds \$5,120,000, and the aggregate all-in true interest cost on the 2021 bonds (A&B) will not exceed 2.00%. She noted the funds will be spent to pay off the 2012, 2015, and 2020 bonds, pay the cost of issuance, and deposit remaining proceeds into the debt service account for the 2021 bonds.

DISCUSSION: Councilmember McEvers asked if the November 10 date is the date the rates would be locked in. Mr. Anderson noted that is when they will start taking orders in from investors and will set the interest rates for investors the day before. Councilmember McEvers asked for clarification regarding the fee paid to Zion's Public Finance. Mr. Anderson noted that there are a lot of different pieces including underwriting and bond counsel who get paid based on the bond purchase revenue and reiterated that their job is to get the best interest they can for the City. Discussion ensued regarding the terms "premium" and "par," and that the bond will be sold in \$5,000 denominations and most investors will buy large blocks. Councilmember Miller asked if there would be a report that comes back to the Council. Ms. McAloon noted that it is required for the City Administrator to come back with a report. Councilmember English asked where the reserve funds are noted. Mr. Tymesen noted that it shows up in the audited financial statement and in the future it would come up as undedicated funds.

MOTION: Motion by Evans, seconded by McEvers, to dispense with the rule and read **Council Bill No. 21-1024** once by title only.

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

MOTION: Motion by Evans, seconded by McEvers, to adopt **Council Bill 21-1024**.

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

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

The meeting was adjourned at 7:24 p.m.

ATTEST:

Steve Widmyer, Mayor

Renata McLeod
City Clerk, CMC

October 25, 2021
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

STAFF

Juanita Knight, Senior Legal Assistant
Larry Parsons, Utility Project Manager, Wastewater
Mike Anderson, Wastewater Director
Bill Greenwood, Parks & Recreation Director
Randy Adams, Chief Civil Deputy City Attorney

Item 1. Approval of an Agreement with J-U-B Engineers, Inc., for professional engineering services associated with the 2021-2022 Wastewater Collection System Capital Improvement Projects in the amount of \$188,900.00
(Consent Calendar)

Larry Parsons, Utility Project Manager, is requesting Council approve an agreement with J-U-B Engineers, Inc., for Professional Engineering Services for the 2021/2022 Wastewater Collection System Capital Improvement (CIPP) projects at a cost of \$188,900.00. Mr. Parsons explained in his staff report that each year the WW Utility prioritizes and budgets for the replacement and/or rehabilitation (R&R) of the City's aging sewerage collection infrastructure. At the top of this year's list is approximately 2,000 LF of existing pipe and appurtenances requiring open trench replacement in the area of 19th and 20th Streets, north of Coeur d'Alene Avenue. On November 28, 2018, J-U-B Engineers, Inc., was ranked first on the list of respondents of the RFP process. Per Code, the list is valid for five (5) years. The WW Utility, therefore, proposes contracting with J-U-B for the 2021/2022 Wastewater Collection System Capital Improvements Projects. During FY 2021/2022, the WW Utility budgeted \$800,000.00 for completing the aforementioned CIP tasks.

Councilmember Gookin asked why \$800,000.00 is budgeted when this is only \$188,900.00? Mr. Parsons said the \$800,000.00 is for the entire project, including the work, which they've not gone out for bid on yet. He added that if any of the \$800k is left over after the project, they will work on other smaller projects, i.e. manhole replacements, etc.

MOTION: by Gookin, seconded by McEvers, to recommend that Council approve an agreement with J-U-B Engineers, Inc., for professional engineering services associated with the 2021-2022 Wastewater Collection System Capital Improvement (CIPP) projects in the amount of \$188,900.00. Motion Carried.

Item 2. Approval of a Purchase Agreement with Freightliner Northwest for the Procurement of a New 2022 Dump Truck in the Amount of \$169,736.00
(Consent Calendar)

Larry Parsons, Utility Project Manager, is requesting Council approve the purchase of a new 2022 Dump Truck from Freightliner Northwest for \$169,736.00. Mr. Parsons explained in his staff report that the Wastewater Department, in keeping with its regular equipment replacement schedule, identified the need for a dump truck to replace an aging truck in the FY 2021-2022 Wastewater Operating Fund budget. The procurement would be a "Piggy Back" purchase, pursuant to Idaho Code § 67-2803(1), duplicating the price and substance of a

contract for like goods and services by the City's Drainage Utility in July 2020. This new dump truck will replace the aging dump. Funding for this truck purchase is available within the Replacements Section of the approved 2021-2022 City of Coeur D'Alene Wastewater Operating Fund budget. The quoted price (\$169,736.00) is lower than the amount budgeted (\$190,000.00), due to savings and money from the eventual sale of the old truck.

MOTION: Motion by Gookin, seconded by McEvers, to authorize a Purchase Agreement with Freightliner Northwest for the Procurement of a New 2022 Dump Truck in the Amount of \$169,736.00. Motion Carried.

**Item 3. Approval of a Retirement Medical Benefit and Consultant Agreement with Casey Fisher
(Consent Calendar)**

Mike Anderson, Wastewater Director, is requesting Council authorize the Wastewater Department to enter into a Retirement Consultation Agreement with Casey Fisher. Mr. Anderson explained in his staff report that Casey Fisher began his employment with the City 37 years ago as a Wastewater Operator and became Chief Operator some 6 years later. Casey retired from the City September 30, 2021 with over 30 years' experience as the Chief Wastewater Operator. In that time, he's overseen the ongoing operations of the facility through numerous construction phases. Staff's intention is to bring Casey Fisher on board as a consultant to the Department per Rule 11, Section 12 of the Personnel Rules but in a reduced capacity to best meet the needs of the City and the retiree. Specifically, a benefit reduction of 50% which would result in Casey Fisher's consultant services for 120 hours (instead of 240 hours), over 1 year (instead of 2 years), and he would be eligible to receive \$12,000 (instead of \$24,000) total into his HRA/VEBA account. Casey's consultant service would begin in January of 2022 after the necessary 3-month break of service required by PERSI. The budget to cover this cost shall be covered from the resultant savings of his position remaining unfilled for more than the 1-month requirement as well as additional savings by refilling the Chief Operator position with an employee at a lower wage. The City and Department would benefit greatly from Mr. Fisher's knowledge in numerous upcoming projects. Generally, these are maintenance projects which occur infrequently and in which there is a risk involved to workers and/or equipment.

MOTION: Motion by Gookin, seconded by McEvers, to Recommend that Council Approve the Retirement Medical Benefit and Consultant Agreement with Casey Fisher. Motion Carried.

**Item 4. Approval of an Agreement with ROW, Inc., dba ROW Adventures, for Commercial Use of City Property at Independence Point Beach for a Period of Three (3) Seasons
(Consent Calendar)**

Bill Greenwood, Parks and Recreation Director, is requesting Council approve an agreement with ROW Adventures allowing access to Independence Point Beach for the purpose of launching kayaks for guided tours be renewed for an additional three (3) seasons. Mr. Greenwood explained in his staff report that this will be the 7th season that we have allowed ROW to conduct kayak tours from Independence Point Beach and the responses we have received indicate that it is successful and well received by the public. There is no cost to the City to allow the use; however, since it is a commercial venture, we are recommending that the lease require five percent (5%) of the gross tour income be paid to the Parks Department Capital Improvement Fund, as in previous seasons. This creates another water sport activity for residents and tourists. Kayaking and paddle boarding is growing in popularity and these tours help to fill that need. ROW does not compete with other

vendors as it does not rent any kayak or paddle board or provide rentals of any kind. ROW only provides guided tours and the tours are complete with all necessary safety equipment and instructions.

Councilmember McEvers asked if this agreement brings any value to the City. Mr. Greenwood said just a percentage of what the sales are which is around a \$1,000 each year.

MOTION: Motion by McEvers, seconded by Gookin, to Recommend that Council Approve an Agreement with ROW, Inc., dba ROW Adventures, for Commercial Use of City Property at Independence Point Beach for a period of three (3) seasons. Motion Carried.

**Item 5. Approval of a Five-Year Lease of Riparian Rights with the Eleventh Street Dockowners Association
(Consent Calendar)**

Bill Greenwood, Parks and Recreation Director, is requesting Council approve a five-year renewal of the lease of riparian rights with the Eleventh Street Dockowners Association. Mr. Greenwood explained in his staff report that since purchasing the Idaho Water Company, the City has leased its riparian rights at 11th Street on the east side of Tubbs Hill for an existing marina and boat operation. The most recent lease was for five (5) years and expired on August 30, 2021. The proposed renewal of the lease is for five (5) years from August 31, 2021. The rental fee under the new lease is \$7,182.67 for the first year, then increasing each year according to the CPI. In addition, the City will receive one-quarter of one percent (0.25 %) of the yearly gross slip sales. The 5-year average of the one-quarter of one percent is \$1,497.30 annually. The Association provides two benefits to the City with this lease: the first is a temporary boat slip for fire and safety vessels with an annual rental value of \$7,000.00 and the second is a wastewater pump-out station for the public. The overall yearly value of this lease is over \$15,000.00.

Councilmember Gookin asked why doesn't the City receive more than 0.25% of the yearly gross slip sales. Mr. Greenwood said, as an HOA, they don't generate a lot of revenue. He acknowledged that they have a sweet deal with the City but they don't have a lot of capital to lay out and the percentage came from what capital they do have.

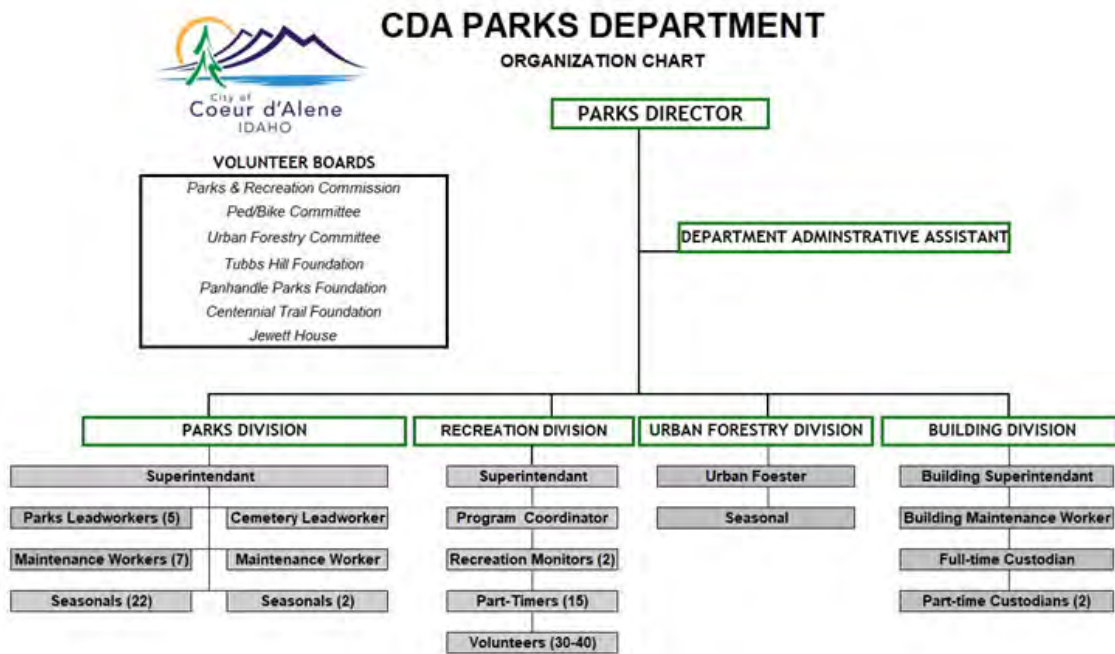
Motion by Gookin, seconded by McEvers, to Recommend that Council Approve the Five-Year Lease of Riparian Rights with the Eleventh Street Dockowners Association. Motion Carried.

Item 6. PRESENTATION – Parks and Recreation Department.

Bill Greenwood, Parks and Recreation Director presented an overview of his departments five divisions and their responsibilities.

- **Parks and Trails** - We maintain 587 acres that include 32 parks, 393 acres of Natural Open Space, 50 miles of pedestrian and bike paths and 9 miles of hiking trails. Each season we have an average of 125,500 people post reservations for 7054 hours of use. We also maintain another 52 acres of non-park areas, including beautifications areas and city building landscaping.
- **Recreation** - We offer 24 regular scheduled programs for 6,000 participants. We serve another 4,000 participants for special events, tournaments and the swim program.

- **Cemetery** - We provide maintenance for Forest Cemetery, which is 22 acres, and Riverview Cemetery, which is 7.5 acres. On average we perform 130 burials. Currently we have 17,440 interments with 3,483 lots.
- **Urban Forestry** - We manage over 22,000 street trees and over 4,000 park trees, along with thousands more in our Natural Open Spaces.
- **Building/Maintenance** - We maintain 40 City-owned buildings, totaling 214,766 square feet.



A link to the full meeting and presentation can be found here: <https://youtu.be/IQAvgXnGdQs>

The meeting adjourned at 1:20 p.m.

Respectfully submitted,
[Juanita Knight](#)
 Recording Secretary

**CERTIFICATE OF CONVEYANCE
CEMETERY LOT**

In consideration of the payment of the fee established by resolution of the City Council,
the City of Coeur d'Alene does hereby convey to Lydia Smith

(the "Owner") the following lot(s) in the Forest Annex. Riverview Cemetery:

Section(s) RIV, Block(s) NGB,

Niche(s) 41, Lot(s) _____

according to the plat thereof, now on file and of record in the office of the Kootenai County
Recorder, state of Idaho.

This Certificate vests in the Owner, and his or her heirs or assigns, a right in fee simple to
said lot(s) for the sole purpose of interment, under the ordinances and regulations adopted by the
City Council as authorized by Idaho Code § 50-320.

DATED this ____ day of _____, 20__.

By _____
Mayor

ATTEST:

Renata McLeod, City Clerk



CEMETERY LOT
TRANSFER / SALE / REPURCHASE
ROUTING FORM

REQUEST RECEIVED BY:

Municipal Services Department Name Kelley Setters Employee 10-15-2021 Date

REQUESTED BY:

Marlene Herby Name
2315 Monte Vista Dr Coeur d Alene, ID 83814 Address 208-664-8380 Phone

Request is for: [] Repurchase of Lot(s) [x] Transfer of Lots(s) from Marlene Herby to Kevin Herby

Section: OP Block: 2 Niche(s): Lots(s): 145

Lot(s) are located in: [x] Forest Cemetery [x] Forest Cemetery Annex. (Riverview)
Copy must be attached: [] Deed [] Certificate of Sale
Requester is: [x] owner [] executor [] other

Title Transfer Fee: \$40.00 Receipt No:

ACCOUNTING DEPARTMENT completes the following: [] Attach original contract.
Accountant Signature [Signature] Date: 10/18/2021

CEMETERY SUPERVISOR completes the following:
The above-referenced Lot(s) is/are certified to be vacant: [x] Yes [] No
The owner(s) of record of the Lot(s) in the Cemetery Book of Deeds is listed as: Marlene Herby
The purchase price of the Lot(s) when sold to the owner of record was \$ per lot.
Supervisor's Signature [Signature] Date: 10/15/21

LEGAL/RECORDS completes the following:
Certificate of Conveyance/Transfer received: [] Yes [] No
Requester is authorized to execute certificate: [] Yes [] No

I certify that all requirements for the transfer/sale/repurchase of cemetery lot(s) have been met and recommend that the transaction be completed.
City Clerk's Signature Date:
Council approved transfer/sale/repurchase of above-referenced Lots(s) in regular session on. Date:

CEMETERY SUPERVISOR completes the following:
Change of ownership noted in Book of Deeds: [] Yes [] No
Cemetery copy filed original and supporting documents returned to City Clerk: [] Yes [] No
Cemetery Supervisor's Signature Date:

RESOLUTION NO. 21-064

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, FOR THE FOLLOWING: ACCEPTANCE OF IMPROVEMENTS, APPROVAL OF THE FINAL PLAT, MAINTENANCE/WARRANTY AGREEMENT, LANDSCAPE WORK AGREEMENT, AND SECURITY FOR S-2-20 - ENCLAVE AT THE TRAILS; AGREEMENT WITH J-U-B ENGINEERS, INC., FOR PROFESSIONAL ENGINEERING SERVICES ASSOCIATED WITH THE 2021-22 WASTEWATER COLLECTION SYSTEM CAPITAL IMPROVEMENT (CIPP) PROJECTS IN THE AMOUNT OF \$188,900.00; PURCHASE AGREEMENT WITH FREIGHTLINER NORTHWEST FOR THE PROCUREMENT OF A NEW 2022 DUMP TRUCK IN THE AMOUNT OF \$169,736.00 FOR THE WASTEWATER DEPARTMENT; RETIREMENT MEDICAL BENEFIT AND CONSULTANT AGREEMENT WITH CASEY FISHER FROM THE WASTEWATER DEPARTMENT; AGREEMENT WITH ROW, INC., DBA ROW ADVENTURES, FOR COMMERCIAL USE OF CITY PROPERTY AT INDEPENDENT POINT BEACH; AND FIVE-YEAR LEASE WITH THE ELEVENTH STREET DOCKOWNERS ASSOCIATION, INC.

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) Acceptance of Improvements, Approval of the Final Plat, Maintenance/Warranty Agreement, and Landscape Work Agreement, and Security for S-2-20 - Enclave at the Trails;
- B) Agreement with J-U-B Engineers, Inc., for Professional Engineering Services associated with the 2021-22 Wastewater Collection System Capital Improvement (CIPP) projects in the amount of \$188,900.00;
- C) Purchase Agreement with Freightliner Northwest for the procurement of a new 2022 dump truck in the amount of \$169,736.00 for the Wastewater Department;
- D) Retirement Medical Benefit and Consultant Agreement with Casey Fisher from the Wastewater Department;
- E) Agreement with ROW, Inc., dba ROW Adventures, for commercial use of city property at Independent Point beach for a period of three (3) seasons; and
- F) Five-Year lease of riparian (littoral) rights with the Eleventh Street Dockowners Association, Inc.; 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 actions, so long as the substantive provisions of the agreements and the other actions 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 November, 2021.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

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

_____ was absent. Motion _____.

**CITY COUNCIL
STAFF REPORT**

DATE: November 2, 2021
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: **Enclave at the Trails: Final Plat Approval, Acceptance of Improvements, Maintenance/Warranty Agreement and Security Approval, Landscape Work Agreement and Security Approval**

DECISION POINT

Staff is requesting the following:

1. Approval of the final plat document, a seventy-six (76) lot residential development.
2. Acceptance of the installed public infrastructure improvements.
3. Approval of the Maintenance/Warranty Agreement and Security.
4. Approval of the Landscape Work Agreement and Security.

HISTORY

- a. Applicant: Melissa Wells, Manager
Coeur Development LLC
1859 N. Lakewood Drive, Suite 201
Coeur d'Alene, ID 83814
- b. Location: East of Huetter Road and North of the future extension of Hanley Avenue.
- c. Previous Action:
 1. Final Plat Approval, The Trails (initial phase) – December 2015.
 2. Final Plat Approval, The Trails 1st Addition – May 2016.
 3. Final Plat Approval, The Trails 2nd Addition – December 2017.
 4. Final Plat Approval, The Trails 3rd Addition – June 2019.
 5. Final Plat Approval, The Trails 4th Addition – November 2019.

FINANCIAL ANALYSIS

The developer is installing the required warranty bond (10%) to cover any maintenance issues that may arise during the one (1) year warranty period that will commence upon this approval, and terminate, on November 2, 2022. The amount of the security provided is \$114,517.50. Additionally, the developer is furnishing security in the amount of \$685,311.15 which covers the outstanding cost of the uninstalled open space items that are required for this development.

PERFORMANCE ANALYSIS

The developer has installed all required public infrastructure. The responsible City departments have approved the installations and found them ready to accept. Acceptance of the installed improvements will allow the issuance of all available building permits for this phase of the development, and, Certificate of Occupancy issuance upon completion. The City maintenance would be required to start after the one (1) year warranty period expires on November 2, 2022. Additionally, the developer has completed the necessary landscape agreement and is bonding for the outstanding landscape items (Irrigation System, Landscape Preparation, Plantings and Site Furnishings). The developer has stated that all open space landscaping installations will be complete by July 31, 2022.

DECISION POINT RECOMMENDATION

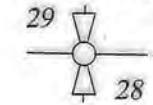
1. Approve the final plat document.
2. Accept the installed public infrastructure improvements.
3. Approve the Maintenance/Warranty Agreement and accompanying Security.
4. Approve the Landscape Work Agreement and accompanying Security.

ENCLAVE AT THE TRAILS

A REPLAT OF A PORTION OF LOT 1, BLOCK 25 OF THE TRAILS 4th ADDITION
 LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 51 N., RANGE 4 W., BOISE MERIDIAN,
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK PAGE
 INST.#

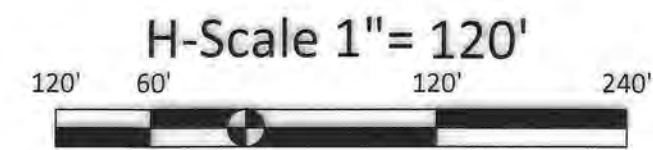
WEST 1/4 CORNER SECTION 28
 FOUND 5/8 INCH DIAMETER REBAR
 AND ILLEGIBLE CAP PER CP&F
 INSTRUMENT NUMBER 975884



THE LANDINGS AT
 WATERFORD 12TH ADDITION
 BLOCK 1

THE LANDINGS AT
 WATERFORD 7TH ADDITION
 BLOCK 2

CENTER CORNER SECTION 28
 FOUND ILLEGIBLE 2" ALUMINUM
 CAP PER CP&F INSTRUMENT
 NUMBER 2525374000



LEGEND

- FOUND 5/8" REBAR AND CAP MARKED PLS 9367, OR AS NOTED
- ◇ FOUND 1/2" REBAR AND CAP MARKED PLS 9367, OR AS NOTED
- ⊙ FOUND 1-1/2" ALUMINUM CAP MARKED PLS 9367, OR AS NOTED
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- ⊙ FOUND 1/2" PLS 9367 RESET 5/8" REBAR AND CAP MARKED, P.L.S. 9367
- CALCULATED POSITION, NOTHING FOUND OR SET
- ⊙ CENTER SECTION CORNER AS NOTED
- ⊙ E-W 1/4 SECTION CORNER AS NOTED
- CP&F CORNER PERPETUATION & FILING RECORD (WITH INSTRUMENT NO.)
- T.P.O.B. TRUE POINT OF BEGINNING
- R.O.W. RIGHT-OF-WAY

REFERENCES

- IN RECORDS OF KOOTENAI COUNTY, IDAHO:
- R-1 PLAT OF THE TRAILS 4th ADDITION BY CHAD J. JOHNSON, PLS 9367. RECORDED IN BOOK L OF PLATS AT PAGES 405 & 405 A-D, AS INSTRUMENT NO. 2724783000.
 - R-2 PLAT OF THE TRAILS 3RD ADDITION BY CHAD J. JOHNSON, PLS 9367. RECORDED IN BOOK L OF PLATS AT PAGES 348 & 348 A-B, AS INSTRUMENT NO. 2895896000.
 - R-2 PLAT OF THE TRAILS 2ND ADDITION BY CHAD J. JOHNSON, PLS 9367. RECORDED IN BOOK L OF PLATS AT PAGES 217 & 217 A-C, AS INSTRUMENT NO. 2825362000.

BASIS OF BEARING

AS SHOWN HEREON, BASIS OF BEARING FOR THIS SURVEY IS IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE, (1103) - US SURVEY FEET. THE PROJECT COORDINATES WERE DERIVED FROM NGS OPUS SOLUTION USING A REFERENCE FRAME OF NAD83 (2011)(EPOCH: 2010.0000). BEARINGS SHOWN ARE GRID AND DISTANCES SHOWN ARE GROUND USING A COMBINED ADJUSTMENT FACTOR (CAF) OF 1.00009089. A CONVERGENCE ANGLE OF -00°48'22" SHOULD BE USED TO CONVERT GRID BEARINGS TO GEODETIC. OR SOUTH 88°56'16" EAST A DISTANCE OF 2639.67 FEET FROM THE WEST QUARTER CORNER TO THE CENTER QUARTER CORNER OF SAID SECTION 28

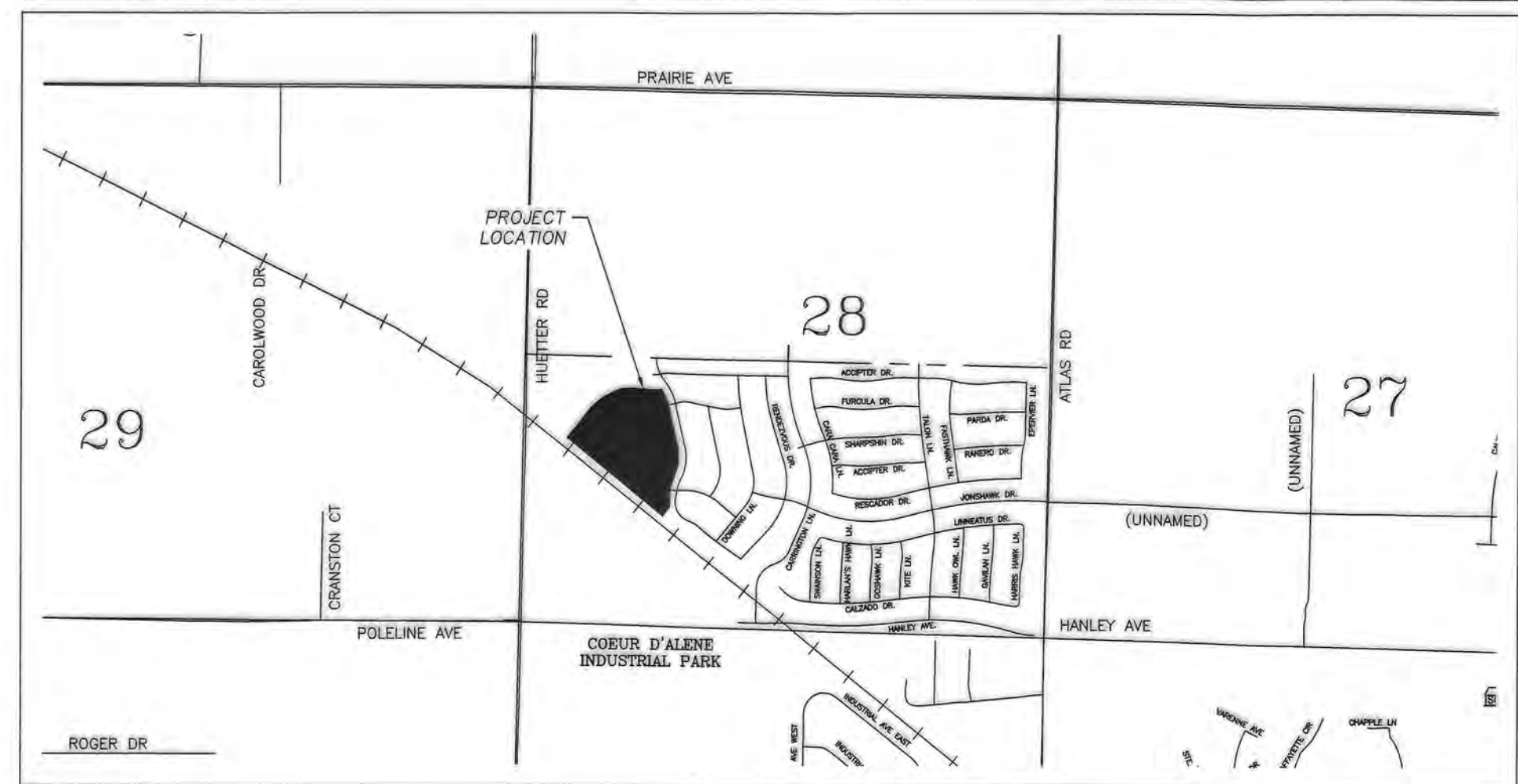
LINE & CURVE TABLES

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CRD. DIST.	CHORD
C1	472.50'	2°14'50"	18.53'	18.53'	N89°58'02"E

LINE TABLE		
LINE	BEARING	LENGTH
L1	S0°41'00"E	55.00'
L2	N84°38'06"E	52.20'
L3	S14°56'54"E	55.20'

LINE TABLE		
LINE	BEARING	LENGTH
L4	S8°25'00"W	55.49'
L5	N84°31'57"E	24.30'

VICINITY MAP

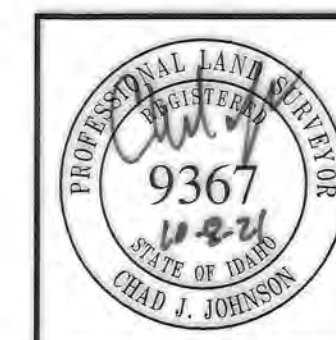


NOTES

- THERE WAS NO ATTEMPT MADE TO SHOW PHYSICAL FEATURES OF THE PROPERTY, OR TO SHOW ANY NON-RECORDED EASEMENTS, EXCEPT FOR THOSE SHOWN HEREON.

SURVEYORS NARRATIVE

THE PURPOSE OF THIS PLAT IS TO RE-PLAT A PORTION OF LOT 1 BLOCK 25 OF THE TRAILS 4th ADDITION. I HAVE IDENTIFIED AND VERIFIED THE EXTERIOR BOUNDARY AND FOUND THE CORNER LOCATIONS TO BE IN GOOD CONDITION FROM PREVIOUSLY PLATTED PHASES OF THE TRAILS DEVELOPMENT.



PLAT OF ENCLAVE AT THE TRAILS

A PORTION OF LOT 1, BLK. 25 OF THE TRAILS 4th ADD.
 SW 1/4 SECTION 28, TOWNSHIP 51 NORTH, RANGE 4 WEST, B.M.,
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

DATE SURVEYED: FEB. 2020	DRAFTED BY: DTL	PLOT DATE: 10/08/2021	SHEET 1	P.O. Box 2544 Post Falls, ID 83877 208-660-2351 johnsonsurveyingnw.com
FILE NAME: 20-023 SURVEY	CHECKED BY: CJJ	PROJECT No.: 20-023	7	

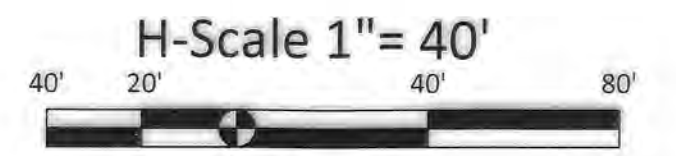
Johnson
 Surveying

LEGEND

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- CALCULATED POSITION, NOTHING FOUND OR SET

ENCLAVE AT THE TRAILS

A REPLAT OF A PORTION OF LOT 1, BLOCK 25 OF THE TRAILS 4th ADDITION
LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 51 N., RANGE 4 W., BOISE MERIDIAN,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



EASEMENT A

10' WIDE SIDEWALK, DRAINAGE AND UTILITY EASEMENT



PLAT OF ENCLAVE AT THE TRAILS			
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DATE SURVEYED: FEB. 2020	DRAFTED BY: DTL	PLOT DATE: 10/08/2021	SHEET 2
FILE NAME: 20-023 SURVEY	CHECKED BY: CJJ	PROJECT No.: 20-023	7

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ENCLAVE AT THE TRAILS

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H-Scale 1" = 40'

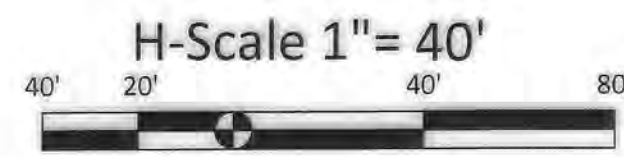
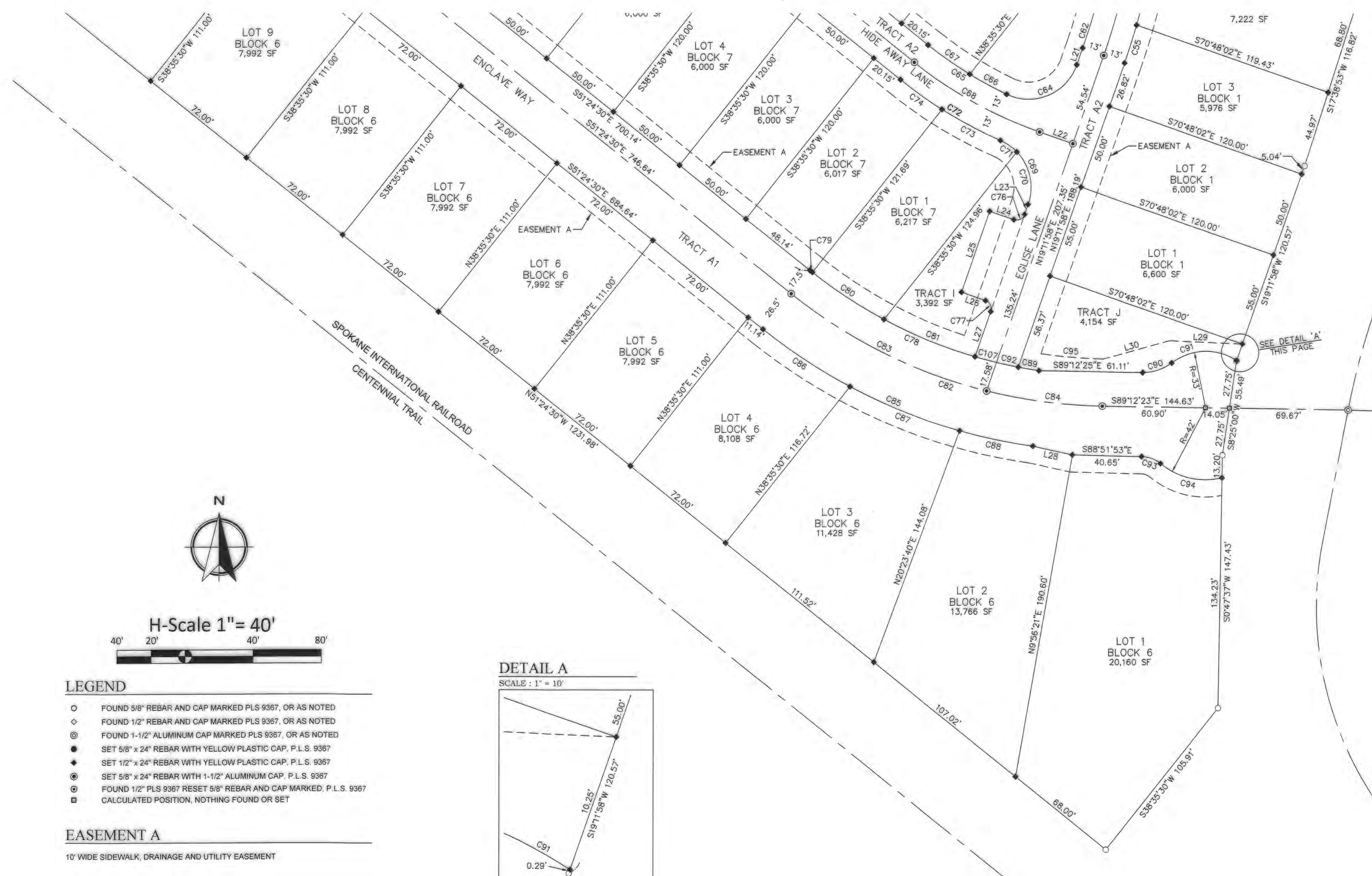


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DATE SURVEYED: FEB. 2020	DRAFTED BY: DTL	PLOT DATE: 10/08/2021	SHEET 3
FILE NAME: 20-023 SURVEY	CHECKED BY: CJJ	PROJECT No.: 20-023	7

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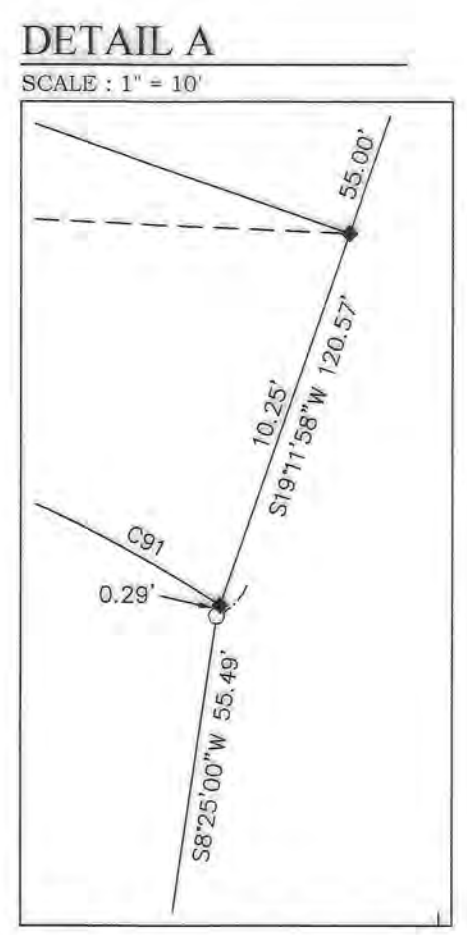
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 10' WIDE SIDEWALK, DRAINAGE AND UTILITY EASEMENT



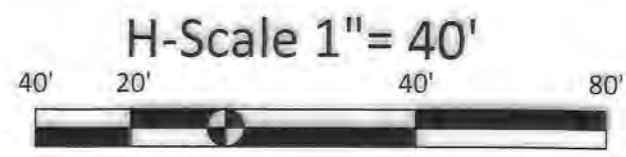
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DATE SURVEYED: FEB. 2020	DRAFTED BY: DTL	PLOT DATE: 10/08/2021	SHEET 4
FILE NAME: 20-023 SURVEY	CHECKED BY: CJJ	PROJECT No.: 20-023	7

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BOOK PAGE
 INST.#



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FILE NAME: 20-023 SURVEY	CHECKED BY: C.JJ	PROJECT No.: 20-023	7

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LINE & CURVE TABLES

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CRD. DIST.	CHORD
C1	472.50'	2'14"50"	18.53'	18.53'	N89°58'02"E
C2	42.00'	61'21"29"	44.98'	42.86'	S77°56'43"W
C3	18.00'	41'32"05"	13.05'	12.76'	S68°02'01"W
C4	446.50'	58°27'21"	455.54'	436.04'	S67°49'11"W
C5	446.50'	8°48'51"	68.69'	68.62'	N87°21'34"W
C6	446.50'	9°52'15"	76.92'	76.83'	S83°17'53"W
C7	446.50'	9°24'45"	73.35'	73.27'	S73°39'23"W
C8	446.50'	9°14'57"	72.08'	72.00'	S64°19'32"W
C9	446.50'	7°25'31"	57.86'	57.82'	S55°59'18"W
C10	446.50'	9°21'12"	72.89'	72.81'	S47°35'56"W
C11	446.50'	4°19'50"	33.75'	33.74'	S40°45'25"W
C12	420.00'	58°27'21"	428.50'	410.16'	N67°49'11"E
C13	42.00'	87°53'46"	64.43'	58.30'	N86°23'16"E
C14	18.00'	41'32"05"	13.05'	12.76'	N70°25'54"W
C15	402.50'	58°27'21"	410.65'	393.07'	N67°49'11"E
C16	402.50'	49°53'24"	350.47'	339.51'	S72°06'10"W
C17	402.50'	8°00'12"	56.22'	56.18'	S43°09'22"W
C18	402.50'	0°33'45"	3.95'	3.95'	S38°52'23"W
C19	213.00'	33°56'58"	126.21'	124.37'	S9°05'50"E
C20	213.00'	6°58'49"	25.95'	25.93'	S4°23'14"W
C21	213.00'	13°36'19"	50.58'	50.46'	S5°54'20"E
C22	213.00'	13°21'50"	49.68'	49.57'	S19°23'24"E
C23	587.00'	13°23'08"	137.14'	136.83'	S19°22'45"E
C24	587.00'	0°08'22"	1.43'	1.43'	N26°00'09"W
C25	587.00'	4°55'54"	50.53'	50.51'	N23°28'01"W
C26	587.00'	4°54'27"	50.28'	50.26'	N18°32'50"W
C27	587.00'	3°24'25"	34.91'	34.90'	N14°23'24"W
C28	200.00'	33°56'58"	118.51'	116.78'	S9°05'50"E
C29	600.00'	13°23'08"	140.17'	139.86'	N19°22'45"W
C30	187.00'	33°56'58"	110.80'	109.19'	S9°05'50"E

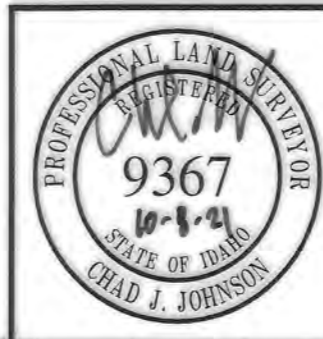
CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CRD. DIST.	CHORD
C31	613.00'	13°23'08"	143.21'	142.89'	N19°22'45"W
C32	187.00'	2°58'16"	9.70'	9.70'	S6°23'31"W
C33	187.00'	17°07'37"	55.90'	55.69'	S3°39'25"E
C34	187.00'	13°51'06"	45.21'	45.10'	S19°08'47"E
C35	613.00'	0°29'53"	5.33'	5.33'	N25°49'23"W
C36	613.00'	4°45'16"	50.87'	50.85'	N23°11'49"W
C37	613.00'	4°41'55"	50.27'	50.26'	N18°28'13"W
C38	613.00'	3°26'04"	36.75'	36.74'	N14°24'13"W
C39	333.00'	33°53'24"	196.97'	194.11'	S9°07'37"E
C40	467.00'	13°23'08"	109.10'	108.85'	N19°22'45"W
C41	333.00'	8°41'06"	50.48'	50.43'	S3°28'32"W
C42	333.00'	10°14'43"	59.55'	59.47'	S5°59'22"E
C43	333.00'	8°40'44"	50.44'	50.39'	S15°27'06"E
C44	333.00'	6°16'51"	36.50'	36.49'	S22°55'54"E
C45	467.00'	2°54'47"	23.74'	23.74'	N24°36'56"W
C46	467.00'	6°11'19"	50.44'	50.42'	N20°03'53"W
C47	467.00'	4°17'02"	34.92'	34.91'	N14°49'42"W
C48	30.00'	90°00'00"	47.12'	42.43'	N6°24'30"W
C49	413.00'	31°53'09"	229.84'	226.89'	N3°15'23"E
C50	413.00'	5°27'44"	39.37'	39.36'	N9°57'19"W
C51	413.00'	6°56'33"	50.04'	50.01'	N3°45'11"W
C52	413.00'	6°30'19"	46.89'	46.87'	N2°58'16"E
C53	413.00'	2°46'26"	19.99'	19.99'	N7°36'38"E
C54	413.00'	6°59'11"	50.36'	50.33'	N12°29'27"E
C55	413.00'	3°12'55"	23.18'	23.17'	N17°35'30"E
C56	400.00'	21°45'56"	151.95'	151.04'	N86°09'54"E
C57	387.00'	1°10'04"	7.89'	7.89'	S12°06'09"E
C58	5.00'	90°38'09"	7.91'	7.11'	S33°47'57"W
C59	367.00'	12°17'04"	78.69'	78.54'	S4°37'18"E
C60	5.00'	90°45'51"	7.92'	7.12'	S43°06'44"E

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CRD. DIST.	CHORD
C61	387.00'	6°21'12"	42.91'	42.89'	N5°26'47"E
C62	387.00'	10°34'35"	71.44'	71.34'	N13°54'41"E
C63	387.00'	16°55'46"	114.35'	113.93'	S10°44'05"W
C64	30.00'	96°11'14"	50.36'	44.65'	S67°17'35"W
C65	237.00'	13°12'19"	54.62'	54.50'	N58°00'39"W
C66	237.00'	5°58'09"	24.69'	24.68'	S61°37'44"E
C67	237.00'	7°14'10"	29.93'	29.91'	S55°01'35"E
C68	250.00'	19°23'32"	84.61'	84.21'	S61°06'16"E
C69	30.00'	85°37'59"	44.84'	40.78'	N23°37'02"W
C70	30.00'	63°09'10"	33.07'	31.42'	N12°22'37"W
C71	30.00'	22°28'50"	11.77'	11.70'	N55°11'37"W
C72	263.00'	15°01'32"	68.97'	68.77'	S58°55'16"E
C73	263.00'	8°30'29"	39.05'	39.02'	S62°10'47"E
C74	263.00'	6°31'03"	29.92'	29.90'	S54°40'01"E
C75	400.00'	31°53'09"	222.61'	219.74'	N3°15'23"E
C76	5.00'	90°00'00"	7.85'	7.07'	N64°11'58"E
C77	5.00'	90°00'00"	7.85'	7.07'	N25°48'02"W
C78	282.50'	30°10'12"	148.75'	147.04'	S66°29'36"E
C79	282.50'	0°22'38"	1.86'	1.86'	S51°35'48"E
C80	282.50'	10°12'03"	50.30'	50.23'	S56°53'09"E
C81	282.50'	11°47'17"	58.12'	58.02'	S67°52'49"E
C82	300.00'	37°47'53"	197.91'	194.34'	N70°18'26"W
C83	300.00'	24°40'54"	129.23'	128.24'	S63°44'57"E
C84	300.00'	13°07'00"	68.68'	68.53'	S82°38'53"E
C85	326.50'	30°42'12"	174.96'	172.88'	S66°45'36"E
C86	326.50'	10°44'34"	61.22'	61.13'	S56°46'47"E
C87	326.50'	12°13'14"	69.64'	69.51'	S68°15'40"E
C88	326.50'	7°44'25"	44.11'	44.07'	S78°14'29"E
C89	27.00'	38°25'55"	18.11'	17.77'	N71°34'38"E
C91	33.00'	71°07'21"	40.96'	38.38'	S87°55'21"W

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CRD. DIST.	CHORD
C92	282.50'	2°39'23"	13.10'	13.10'	S77°44'48"E
C93	18.00'	38°31'57"	12.11'	11.88'	S70°02'22"E
C94	42.00'	52°43'45"	38.65'	37.30'	S77°08'16"E
C95	272.50'	7°41'34"	36.59'	36.56'	N85°21'36"W
C96	446.50'	4°19'50"	33.75'	33.74'	S40°45'25"W
C97	20.00'	40°46'31"	14.23'	13.93'	S58°58'46"W
C98	57.00'	10°24'11"	10.35'	10.34'	S74°09'56"W
C99	57.00'	75°18'13"	74.91'	69.64'	S31°18'44"W
C100	57.00'	64°12'34"	63.88'	60.59'	S38°26'39"E
C101	57.00'	21°32'23"	21.43'	21.30'	S81°19'08"E
C102	20.00'	40°40'50"	14.20'	13.90'	S71°44'55"E
C103	400.00'	14°07'26"	98.60'	98.35'	N89°59'09"E
C104	400.00'	7°38'30"	53.35'	53.31'	N79°06'11"E
C106	29.00'	90°00'00"	45.55'	41.01'	N6°24'30"W
C107	282.50'	2°38'39"	13.04'	13.04'	S75°05'47"E

LINE TABLE		
LINE	BEARING	LENGTH
L1	S0°41'00"E	55.00'
L2	N84°38'06"E	52.20'
L3	S14°56'54"E	55.20'
L4	S8°25'00"W	55.49'
L5	N84°31'57"E	24.30'
L6	S88°48'04"W	15.83'
L7	S88°48'04"W	14.03'
L8	S88°48'04"W	1.80'
L9	S86°26'02"W	23.08'
L10	S88°48'04"W	14.92'
L11	S86°26'02"W	26.25'
L12	N7°52'39"E	49.43'
L13	S82°57'08"E	10.91'
L14	S7°52'39"W	31.74'
L15	S7°52'39"W	9.00'

LINE TABLE		
LINE	BEARING	LENGTH
L16	S7°52'39"W	22.74'
L17	S7°52'39"W	32.12'
L18	S12°41'11"E	6.81'
L19	S79°07'02"W	14.98'
L20	S88°29'39"E	14.97'
L21	S19°11'58"W	10.33'
L22	S70°48'02"E	20.69'
L23	S19°11'58"W	6.15'
L24	N70°48'02"W	15.00'
L25	S19°11'58"W	50.00'
L26	S70°48'02"E	15.00'
L27	S19°11'58"W	27.91'
L28	S77°38'38"E	23.74'
L29	N87°26'33"W	43.03'
L30	S74°35'05"W	40.57'



PLAT OF ENCLAVE AT THE TRAILS			
A PORTION OF LOT 1, BLK. 25 OF THE TRAILS 4th ADD. SW 1/4 SECTION 28, TOWNSHIP 51 NORTH, RANGE 4 WEST, B.M., CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO			
DATE SURVEYED: FEB. 2020	DRAFTED BY: DTL	PLOT DATE: 10/08/2021	SHEET 6
FILE NAME: 20-023 SURVEY	CHECKED BY: CJJ	PROJECT No.: 20-023	7

Johnson
 Surveying
 P.O. Box 2544 Post Falls, ID 83877
 208-660-2351
 johnsonsurveyingnw.com

ENCLAVE AT THE TRAILS

A REPLAT OF A PORTION OF LOT 1, BLOCK 25 OF THE TRAILS 4th ADDITION
LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 51 N., RANGE 4 W., BOISE MERIDIAN,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK _____ PAGE _____
INST.# _____

OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS, THAT COEUR DEVELOPMENT LLC, IDAHO LIMITED LIABILITY COMPANY, HEREBY CERTIFIES THAT THEY OWN THE PROPERTY HERINAFTER DESCRIBED AND INCLUDES SAID PROPERTY IN A PLAT TO BE KNOWN AS "ENCLAVE AT THE TRAILS":

SAID PARCEL OF LAND BEING A REPLAT OF A PORTION OF LOT 1, BLOCK 25, PER THE PLAT OF THE TRAILS 4th ADDITION, RECORDED IN BOOK L OF PLATS AT PAGES 405 & 405 A-D, AS INSTRUMENT NO. 2724783000, RECORDS OF KOOTENAI COUNTY, IDAHO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER QUARTER OF SAID SECTION 28 BEING A 2 INCH ALUMINUM CAP PER CP&F INSTRUMENT NUMBER 2525374000 FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 28 BEARS N 88° 56' 16" W A DISTANCE OF 2839.67 FEET; THENCE N 88° 58' 16" W A DISTANCE OF 1379.98 TO THE NORTHEAST CORNER OF SAID LOT 1 BLOCK 25 PER THE TRAILS 4TH ADDITION; THENCE S 02° 28' 13" E A DISTANCE OF 141.31 FEET TO A FOUND 5/8 INCH REBAR AND PLS 9367 CAP; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 472.50 FEET, AN ARC LENGTH OF 18.53 FEET WITH A DELTA ANGLE OF 02° 14' 50" WITH A CHORD THAT BEARS, N 99° 58' 02" E A DISTANCE OF 18.53 FEET TO A FOUND 5/8 INCH REBAR AND PLS 9367 CAP; THENCE, S 00° 41' 00" E A DISTANCE OF 55.00 FEET TO A FOUND 5/8 INCH REBAR AND PLS 9367 CAP; THENCE, S 16° 09' 45" E A DISTANCE OF 125.16 FEET TO A FOUND 5/8 INCH REBAR AND PLS 9367 CAP SAID POINT BEING THE TRUE POINT OF BEGINNING;
THENCE N 84° 38' 06" E A DISTANCE OF 52.20 FEET TO A FOUND 5/8 INCH REBAR AND PLS 9367 CAP;
THENCE S 25° 29' 20" E A DISTANCE OF 140.20 FEET TO A FOUND 5/8 INCH REBAR AND PLS 9367 CAP;
THENCE S 14° 56' 54" E A DISTANCE OF 55.20 FEET TO A FOUND 5/8 INCH REBAR AND PLS 9367 CAP;
THENCE S 12° 41' 11" E A DISTANCE OF 406.76 FEET TO A FOUND 5/8 INCH REBAR AND PLS 9367 CAP;
THENCE S 05° 04' 06" E A DISTANCE OF 114.01 FEET TO A FOUND 5/8 INCH REBAR AND PLS 9367 CAP;
THENCE S 08° 13' 03" W A DISTANCE OF 55.02 FEET TO A FOUND 5/8 INCH REBAR AND PLS 9367 CAP;
THENCE S 17° 38' 53" W A DISTANCE OF 116.82 FEET TO A FOUND 5/8 INCH REBAR AND PLS 9367 CAP;
THENCE S 19° 11' 58" W A DISTANCE OF 120.58 FEET TO A FOUND 5/8 INCH REBAR AND PLS 9367 CAP;
THENCE S 08° 25' 00" W A DISTANCE OF 55.49 FEET TO A FOUND 5/8 INCH REBAR AND PLS 9367 CAP;
THENCE S 00° 47' 37" W A DISTANCE OF 147.43 FEET TO A FOUND 5/8 INCH REBAR AND PLS 9367 CAP;
THENCE S 38° 35' 30" W A DISTANCE OF 105.91 FEET TO A FOUND 5/8 INCH REBAR AND PLS 9367 CAP ON THE NORTHERLY RIGHT OF WAY OF THE SPOKANE INTERNATIONAL RAILROAD (CENTENNIAL TRAIL);
THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY, N 51° 24' 30" W A DISTANCE OF 1231.98 FEET;
THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY, N 38° 35' 30" E A DISTANCE OF 250.21 FEET;
THENCE N 39° 06' 19" E A DISTANCE OF 72.00 FEET;
THENCE N 40° 11' 59" E A DISTANCE OF 71.79 FEET;
THENCE N 48° 34' 15" E A DISTANCE OF 101.95 FEET;
THENCE N 57° 57' 42" E A DISTANCE OF 65.00 FEET;
THENCE N 62° 19' 18" E A DISTANCE OF 87.87 FEET;
THENCE N 64° 11' 09" E A DISTANCE OF 83.59 FEET;
THENCE N 86° 31' 48" E A DISTANCE OF 122.24 FEET;
THENCE S 86° 29' 03" E A DISTANCE OF 216.00 FEET;
THENCE N 84° 32' 07" E A DISTANCE OF 24.30 FEET TO THE TRUE POINT OF BEGINNING.

COMPRISING 19.445 ACRES, MORE OR LESS, AND SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY, COVENANTS, CONDITIONS, RESTRICTIONS AND AGREEMENTS OF RECORD OR APPEARING ON SAID PLAT.

ALL LOTS ARE SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED UNDER INSTRUMENT NO. 2524354000, RECORDS OF KOOTENAI COUNTY, IDAHO.

THE INTERIOR PRIVATE ROADWAYS AND APPURTENANCES TO BE KNOWN AS ENCLAVE WAY, NAMASTE WAY, HIDEAWAY LANE, EGLISE LANE & ANDESITE WAY AS TRACTS A1 AND A2 ARE TO BE DEEDED TO THE TRAILS HOME OWNERS ASSOCIATION FOR OPERATION AND MAINTENANCE OF FACILITIES WITHIN THE PRIVATE ROADS AS STATED, AND AS SHOWN ON THE FACE OF THE PLAT.

THE OWNER HEREBY GRANTS A 10 FOOT WIDE SIDEWALK, DRAINAGE, AND FRANCHISED UTILITY EASEMENT ADJOINING THE ABOVE MENTIONED RIGHTS-OF-WAYS, TO THE TRAILS HOME OWNERS ASSOCIATION FOR THE PURPOSES STATED HEREON.

THE OWNER HEREBY GRANTS A BLANKET INGRESS & EGRESS EASEMENT OVER THE ENTIRETY THE INTERIOR PRIVATE ROADWAYS AND APPURTENANCES TO BE KNOWN AS ENCLAVE WAY, NAMASTE WAY, HIDEAWAY LANE, EGLISE LANE & ANDESITE WAY AS TRACTS A1 AND A2 TO THE CITY OF COEUR D'ALENE FOR ROUTINE INSPECTION AND MAINTENANCE OF WATER MAINS AND APPURTENANCES, SANITARY SEWER MAINS AND EMERGENCY STORM WATER MANAGEMENT FACILITIES.

THE OWNER HEREBY GRANTS A BLANKET INGRESS & EGRESS EASEMENT OVER THE ENTIRETY OF TRACTS A1, A2, B, C, D, E, F, G, H, I & J TO THE CITY OF COEUR D'ALENE FOR INSPECTION AND EMERGENCY MAINTENANCE OF STORM WATER MANAGEMENT FACILITIES.

THE OWNER HEREBY GRANTS A BLANKET INGRESS EGRESS AND UTILITY EASEMENT OVER THE ENTIRETY OF TRACT E AND B TO AVISTA UTILITIES FOR OPERATION MAINTENANCE OF NATURAL GAS AND ELECTRIC FACILITIES.

TRACTS A1, A2, B, C, D, E, F, G, H, I & J SHALL BE DEEDED TO THE TRAILS HOME OWNER'S ASSOCIATION FOR INSTALLATION, OPERATION AND MAINTENANCE OF STORM WATER MANAGEMENT FACILITIES, PUBLIC PATHWAYS AND SIDEWALKS. SAID TRACTS CANNOT BE SOLD OR TRANSFERRED. IN ADDITION, THE STORM WATER FACILITIES CANNOT BE MODIFIED WITHOUT EXPRESS WRITTEN APPROVAL OF THE CITY OF COEUR D'ALENE ENGINEERING DEPARTMENT.

THE TRAILS HOME OWNER'S ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR LANDSCAPING, IRRIGATION AND MAINTENANCE OF TRACTS A1, A2, B, C, D, E, F, G, H, I & J AS WELL AS THE COMMON PUBLIC RIGHTS-OF-WAY.

SANITARY SEWER TO BE PROVIDED BY THE CITY OF COEUR D'ALENE.

DOMESTIC WATER TO BE PROVIDED BY THE CITY OF COEUR D'ALENE.

Melissa Wells 10/22/21
MELISSA WELLS, MANAGER DATE

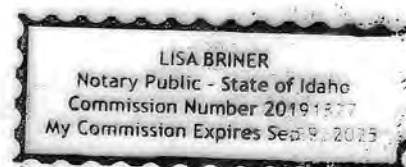
NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF Idaho)
COUNTY OF Kootenai) S.S.

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS 22nd DAY OF October IN THE YEAR OF 2021 BY MELISSA WELLS AS MANAGER OF COEUR DEVELOPMENT LLC, IDAHO LIMITED LIABILITY COMPANY.

NOTARY PUBLIC: Lisa Briner
MY COMMISSION EXPIRES: 9/9/25



PANHANDLE HEALTH DISTRICT

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON A REVIEW BY THE QUALIFIED LICENSED PROFESSIONAL ENGINEER (OLPE) REPRESENTING (CITY OF COEUR D'ALENE) AND THE OLPE APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. WATER AND SEWER LINE HAVE BEEN COMPLETED AND SERVICES CERTIFIED AS AVAILABLE. SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

HEALTH DISTRICT SIGNATURE: [Signature] DATE: 10-15-21

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THIS 18th DAY OF October, 2021, THAT THE REQUIRED TAXES ON THE HEREIN PLATTED LAND HAVE BEEN PAID THROUGH

[Signature]
KOOTENAI COUNTY TREASURER

CITY COUNCIL APPROVAL

THIS PLAT IS HEREBY APPROVED AND ACCEPTED BY THE CITY COUNCIL OF COEUR D'ALENE, IDAHO, THIS _____ DAY OF _____, 20____.

CITY OF COEUR D'ALENE, CLERK

CITY ENGINEER APPROVAL

I HEREBY CERTIFY THAT I HAVE EXAMINED, ACCEPTED AND APPROVED THIS PLAT, THIS _____ DAY OF _____, 20____.

CHRISTOPHER W. BOSLEY PE #10804
CITY OF COEUR D'ALENE, ENGINEER

RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO THIS _____ DAY OF _____, 20____.

AT _____ M. AND DULY RECORDED IN BOOK _____ OF PLATS AT PAGE(S) _____ AND UNDER INSTRUMENT NO. _____ AT THE REQUEST OF _____

JIM BRANNON, KOOTENAI COUNTY RECORDER FEE PAID

COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND APPROVE THE SAME FOR RECORDING THIS _____ DAY OF _____, 20____.

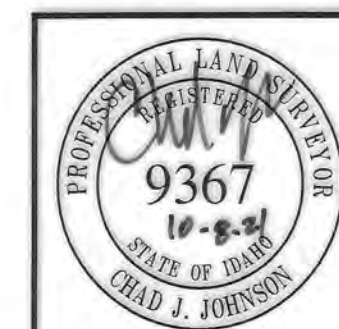
RODNEY E. JONES PLS 12463
KOOTENAI COUNTY SURVEYOR



SURVEYOR'S CERTIFICATE

I, CHAD J. JOHNSON, PLS 9367, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS IS A TRUE SURVEY OF THE PLATTED LAND MADE BY ME, OR UNDER MY DIRECT SUPERVISION, AND THAT APPLICABLE CORNER RECORDS HAVE BEEN FILED, IN COMPLIANCE WITH THE LAWS OF THE STATE OF IDAHO.

[Signature] 10-8-21
CHAD J. JOHNSON PLS 9367 DATE



PLAT OF ENCLAVE AT THE TRAILS			
A PORTION OF LOT 1, BLK. 25 OF THE TRAILS 4th ADD. SW 1/4 SECTION 28, TOWNSHIP 51 NORTH, RANGE 4 WEST, B.M., CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO			
DATE SURVEYED: FEB. 2020	DRAFTED BY: DTL	PLOT DATE: 10/08/2021	SHEET
FILE NAME: 20-023 SURVEY	CHECKED BY: CJJ	PROJECT No.: 20-023	7 / 7

Johnson Surveying
P.O. Box 2544 Post Falls, ID 83877
208-660-2351
johnsonsurveyingnw.com

AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK

Enclave at the Trails

THIS AGREEMENT made this 2nd day of November, 2021 between Coeur Development LLC, whose address is 1859 N. Lakewood Drive, Suite 201, Coeur d'Alene, ID 83814, with Melissa Wells, Manager, hereinafter referred to as the "**Developer**," and the City of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved the final subdivision plat of "Enclave at the Trails", a seventy-six (76) lot, residential development in Coeur d'Alene, situated in the Southwest ¼ of Section 28, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho; and

WHEREAS, the Developer completed the installation of certain public improvements in the noted subdivision as required by Title 16 of the Coeur d'Alene Municipal Code and is required to warrant and maintain the improvements for one year; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to maintain and warrant for a period of one year from the approval date of this agreement, the public improvements listed in the attached spreadsheet, attached as Exhibit "A", and, as shown on the construction plans entitled "Enclave at the Trails", signed and stamped by Gabe R. Gallinger, PE, # 12184, dated February 23, 2021, incorporated herein by reference, including but not limited to: sanitary sewer system and appurtenances, potable water system and appurtenances, catch basins, stormwater drainage swales, drywells and appurtenances, concrete curb and sidewalk including ramps, asphalt paving, street luminaires, signing and monumentation as required under Title 16 of the Coeur d'Alene Municipal Code.

The Developer herewith delivers to the City, security in a form acceptable to the City, for the amount of One Hundred Fourteen Thousand Five Hundred Seventeen and 50/100 Dollars (\$114,517.50) securing the obligation of the Developer to maintain and warrant the public subdivision improvements referred to herein. The security shall not be released until the 2nd day of November, 2022. The City Inspector will conduct a final inspection prior to the release of the security to verify that all installed improvements are undamaged and free from defect. In the event that the improvements made by the Developer were not maintained or became defective during the period set forth above, the City may demand the funds represented by the security and use the proceeds to complete maintenance or repair of the improvements thereof. The Developer further agrees to be responsible for all costs of warranting and maintaining said improvements above the amount of the security given.

Owner's Reimbursement to the City: The Parties further agree that the City has utilized substantial staff time to prepare this agreement, which will benefit the Owner. The Parties further agree the City should be reimbursed a reasonable fee for its costs to prepare such agreement. The Parties further agree that such fee should be in the amount of Twenty Five and No/100 Dollars (\$25.00).

IN WITNESS WHEREOF, the parties have set their hands and seal the day and year first above written.

City of Coeur d'Alene

Coeur Development, LLC

Steve Widmyer, Mayor

Melissa Wells, Manager

ATTEST:

Renata McLeod, City Clerk

EXHIBIT 'A'

The Enclave @ the Trails Addition
Maintenance/Warranty Bond Estimate
 October 18, 2021

Item No.	Description & Cost Code	Quantity	Units	Unit Price	Total Price
6200 - Site Preparation/Grading					
6210 - Excavation & Grading					\$133,761.00
1	Structural Grading (road and lot areas)	40,209	CY	\$3.00	\$120,627.00
2	Road Subgrade Prep	11,940	SY	\$1.10	\$13,134.00
6250 - Sewer					
6250 - Sewer					\$226,265.00
1	8" PVC Sanitary Sewer	3,333	LF	\$30.00	\$99,990.00
2	48" Manholes	18	EA	\$3,200.00	\$57,600.00
3	Sewer Services	76	EA	\$900.00	\$68,400.00
4	Remove Exist. 8" Cleanout	1	EA	\$275.00	\$275.00
6300 - Stormwater					
6300 - Stormwater					\$59,754.00
1	Concrete Curb Inlets (4' wide)	1	EA	\$430.00	\$430.00
2	Concrete Inlets Type A (sidewalk inlet)	1	EA	\$1,100.00	\$1,100.00
3	Catch Basins	4	EA	\$1,250.00	\$5,000.00
4	Drywell Type A (Single)	4	EA	\$2,500.00	\$10,000.00
5	Drywell Type B (Double)	13	EA	\$3,000.00	\$39,000.00
6	10" PVC Storm Pipe	126	LF	\$24.00	\$3,024.00
7	Rip Rap Pad	2	EA	\$600.00	\$1,200.00

**The Enclave @ the Trails Addition
Maintenance/Warranty Bond Estimate**

October 18, 2021

Item No.	Description & Cost Code	Quantity	Units	Unit Price	Total Price
6350 - Water					
<u>6350 - Water System</u>					\$340,665.00
1	8" PVC Water Main	3,790	LF	\$23.00	\$87,170.00
2	8" Fittings	8	EA	\$850.00	\$6,800.00
3	8" Valve w/ Box	10	EA	\$1,520.00	\$15,200.00
4	1" Water Services	76	EA	\$2,310.00	\$175,560.00
5	2" Irrigation Services	1	EA	\$5,475.00	\$5,475.00
6	Fire Hydrant Assemblies	8	EA	\$5,045.00	\$40,360.00
7	12" Water Main Sleeve	40	LF	\$40.00	\$1,600.00
8	4" Irrigation Crossings	450	LF	\$7.00	\$3,150.00
9	6" Irrigation Crossings	450	LF	\$9.00	\$4,050.00
10	4" Irrigation Sleeve Under Sidewald @ Water Meter	26	LF	\$50.00	\$1,300.00

6400 - Streets & Walkways

<u>6405 - Streets, Curbs, & Gutter</u>					\$288,464.00
1	6" Base W/ 2" ACP	11,940	SY	\$13.75	\$164,175.00
2	Rolled Curb and Gutter	4,089	LF	\$15.50	\$63,379.50
3	24" Flush Curb	3,713	LF	\$15.50	\$57,551.50
4	Standard Straight Curb	146	EA	\$23.00	\$3,358.00

**The Enclave @ the Trails Addition
Maintenance/Warranty Bond Estimate**

October 18, 2021

Item No.	Description & Cost Code	Quantity	Units	Unit Price	Total Price
<u>6410 - Sidewalks</u>					\$75,258.00
1	5' Concrete Sidewalk	12,924	SF	\$4.50	\$58,158.00
2	Pedestrian Ramps	8	EA	\$1,200.00	\$9,600.00
3	Concrete Driveway Approach	5	EA	\$1,500.00	\$7,500.00
<u>6415 - Pathways & Trails</u>					\$8,208.00
1	Asphalt Pedestrian Paths - 2" over 6"	480	SY	\$16.00	\$7,680.00
2	Subgrade Prep - Asphalt Pathway	480	SY	\$1.10	\$528.00
<u>6500 - Signage, Striping, Mailboxes</u>					
<u>6520 - Signage</u>					\$12,800.00
1	Street and Stop Sign	6	EA	\$500.00	\$3,000.00
2	No Parking Sign	8	EA	\$400.00	\$3,200.00
3	Pedestrian Xing Sign	8	EA	\$400.00	\$3,200.00
4	Cross Walk Striping	4	EA	\$850.00	\$3,400.00



Total Bid \$1,145,175.00
 10% Multiplier 0.10
Warranty Bond Amount \$114,517.50

AGREEMENT TO PERFORM LANDSCAPE WORK

Enclave at the Trails - PUD

THIS AGREEMENT made this 2nd day of November, 2021 between Coeur Development LLC, whose address is 1859 N. Lakewood Drive, Suite 201, Coeur d'Alene, ID, 83814, with Melissa Wells, Manager, hereinafter referred to as the "**Developer**," and the City of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved, subject to completion of the required improvements, the subdivision plat of "Enclave at the Trails", a seventy-six (76) lot, eleven (11) tract residential development in Coeur d'Alene, situated in the Southwest ¼ of Section 28, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to complete the following improvements: Open space landscape improvements, as required under Title 17 of the Coeur d'Alene Municipal Code, on or before the 31st day of July, 2022. Said improvements are more particularly described on the submitted estimate dated October 18, 2021 attached as Exhibit 'A', and, shown on the Open Space Plans on file in the City of Coeur d'Alene Planning Department's office and incorporated herein by reference.

The Developer, prior to recording the plat, shall deliver to the City, security in the amount of Six Hundred and Eighty-Five Thousand Three Hundred Eleven and 15/100 Dollars (\$685,311.15) securing the obligation of the Developer to complete the landscape open space improvements referred to herein. Should the Developer noted herein fail to complete the improvements within the time herein provided, the City may utilize the funds to complete or have the improvements completed. In the event the City completes the improvements as a result of the Developer's default, the Developer shall be responsible for any costs that exceed the installed security for the public improvements noted herein.

The Parties further agree that the City has utilized substantial staff time to prepare this agreement, which will benefit the Developer. The Parties further agree the City should be reimbursed a reasonable fee for its costs to prepare such agreement. The Parties further agree that such fee should be in the amount of Twenty Five and No/100 Dollars (\$25.00).

IN WITNESS WHEREOF, the parties have set their hands and seal the day and year first above written.

City of Coeur d'Alene

Developer

Steve Widmyer, Mayor

Melissa Wells, Manager

ATTEST:

Renata McLeod, City Clerk

EXHIBIT 'A'

The Encalve @ The Trails PUD Landscape Performance Bond Estimate

Item Description & Cost Code No.	Bid Quantity	Units	Unit Price	Bid Amount
6500 - Landscape, Fencing, Entry Monument				
Earthwork (Common Areas)				
Mobilization	1	LS	\$2,500.00	\$2,500.00
Haul, place, Fine Grade 6" Screened Topsoil	2,380	CY	\$13.54	\$32,225.20
Irrigation				
Point of Connection (Backflow, valves, ect.)	1	EA	\$5,800.00	\$5,800.00
Timer (ACC II, Meter Base, Electrician)	1	EA	\$5,500.00	\$5,500.00
Control System (wire, decoders, connectors)	44	Zone	\$750.00	\$33,000.00
Piping & Distribution (mainline, laterials, valves, heads)	44	Zone	\$1,200.00	\$52,800.00
Planting				
Patmore Ash (2" CAL)	10	EA	\$450.00	\$4,500.00
Autumn Blaze (2" CAL)	11	EA	\$500.00	\$5,500.00
European Hornbeam (2" CAL)	3	EA	\$450.00	\$1,350.00
Tilia Cordata (2" CAL)	7	EA	\$450.00	\$3,150.00
Purple Leaf Plum (2" CAL)	16	EA	\$450.00	\$7,200.00
Red Maple (2" CAL)	3	EA	\$500.00	\$1,500.00
Shantung Maple (2" CAL)	10	EA	\$500.00	\$5,000.00
Tulip Tree (2" CAL)	4	EA	\$450.00	\$1,800.00
American Arborvitae (Evergreen Tree 14' Height Min)	5	EA	\$450.00	\$2,250.00
Tree Staking	69	EA	\$25.00	\$1,725.00
Lawn (Hydroseed)	128,571	SF	\$0.15	\$19,285.65

Landscape				\$0.00
Fabric (weed barrier)	2,500	SF	\$0.25	\$625.00
Gravel Base in Planter Area	50	CY	\$48.00	\$2,400.00
Concrete Header at Beds (12"x6")	105	LF	\$14.00	\$1,470.00
Site Furnishings & Improvements				
Surface Mount Bench	2	EA	\$2,600.00	\$5,200.00
Surface Mount / Moveable Tables	3	EA	\$4,500.00	\$13,500.00
Y-Table (Concrete Fabricated)	1	EA	\$7,500.00	\$7,500.00
8' Picnic Tables (Concrete Fabricated)	4	EA	\$2,500.00	\$10,000.00
Trach Receptacle	4	EA	\$420.00	\$1,680.00
Bike Rack	3	EA	\$750.00	\$2,250.00
5' & 8' Concrete Sidewalk in Park	8,075	SF	\$4.50	\$36,337.50
6" Reinforced Pickle Ball Courts w/ vapor barrier, saw cut, pump truck	1,760	SF	\$17.00	\$29,920.00
6" Concrete Parking Stalls and approach in Park	2,240	SF	\$8.00	\$17,920.00
4" Unreinforced Concrete Patio w/ pump truck	4,173	SF	\$7.75	\$32,340.75
4" Concrete Plaza Area w/ sand wash and broom finish	3,025	SF	\$9.80	\$29,645.00
Shade Structure (30'x30')	1	EA	\$46,000.00	\$46,000.00
Pickle Ball / Bball Sport Court Striping	2	LS	\$2,450.00	\$4,900.00
Community Garden Irrigation Piping	1	Allow	\$1,500.00	\$1,500.00
Concrete Planter Boxes	8	EA	\$650.00	\$5,200.00
Community Garden Fence	180	LF	\$30.00	\$5,400.00
Landscape Lighting (Bollard Lights)	12	EA	\$1,500.00	\$18,000.00

Total= \$456,874.10

Performance Surety Multiplier 150% 1.50

TOTAL \$685,311.15



**GENERAL SERVICES/PUBLIC WORKS
STAFF REPORT**

DATE: OCTOBER 25, 2021

FROM: LARRY PARSONS, UTILITY PROJECT MANAGER

**SUBJECT: PROFESSIONAL SERVICES AGREEMENT FOR 2021/2022
WASTEWATER COLLECTION SYSTEM CAPITAL IMPROVEMENT
PROJECTS**

=====

DECISION POINT: Should Council approve and authorize for signature an agreement with J-U-B Engineers, Inc., for professional engineering services for the 2021/2022 WASTEWATER COLLECTION SYSTEM CAPITAL IMPROVEMENT PROJECTS at a cost of **\$188,900.00**?

HISTORY: Each year, the WW Utility prioritizes and budgets for the replacement and/or rehabilitation (R&R) of the City’s aging sewerage collection infrastructure. At the top of this year’s list is approximately 2,000 LF of existing pipe and appurtenances requiring open trench replacement.

In following Idaho Code § 67-2320, the WW Utility solicited firms for ongoing Professional Engineering Services through an RFP process. On November 28, 2018, J-U-B Engineers, Inc., was ranked first on the list of respondents. Per Code, the list is valid for five (5) years. The WW Utility, therefore, proposes contracting with JUB for the 2021/2022 Wastewater Collection System Capital Improvements Projects.

FINANCIAL ANALYSIS: The following table summarizes this year’s CIP Task cost breakdown:

<u>2021/2022 Wastewater Collection System CIP Tasks:</u>	
Task 000 – Project Management:	\$ 12,400.00
Task 200 – Open Trench Replacement Projects:	\$ 126,500.00
Task 500 – Reserve Management Fund:	\$ 50,000.00
Total:	\$ 188,900.00

During FY 2021/2022, the WW Utility budgeted \$800,000.00 for completing the aforementioned CIP tasks. A copy of the proposed Agreement for Professional Services accompanies this staff report.

PERFORMANCE ANALYSIS: Since 2008, J-U-B has demonstrated its commitment and responsiveness to the City and has successfully performed similar tasks in a timely manner, under budget, and to the Wastewater Utility’s satisfaction.

RECOMMENDATION: Council should approve the agreement with J-U-B Engineers, Inc., for professional engineering services for tasks associated with 2021/2022 WASTEWATER COLLECTION SYSTEM CAPITAL IMPROVEMENT PROJECTS at a cost of **\$188,900.00**.

PROFESSIONAL SERVICES AGREEMENT

between

CITY OF COEUR D'ALENE

and

J-U-B ENGINEERS, INC.

for

**2021/2022 WASTEWATER COLLECTION SYSTEM CAPITAL IMPROVEMENT
PROJECTS**

THIS Agreement is made and entered into this 2nd day of November, 2021, 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 **J-U-B Engineers, Inc.**, a corporation duly organized and existing in the state of Idaho, with its principal place of business at 250 S. Beechwood Ave., Suite. 201, Boise, Idaho, 83709, hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, The City has sewer conveyance and collection system projects scheduled for Fiscal Year 2021/22 summarized as follows:

- Project Management
- Open Trench Replacement Projects
- Management Reserve

Section 1. Definitions.

In this agreement:

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

B. The term "Consultant" means J-U-B Engineers, Inc., 7825 Meadowlark Way, Coeur d'Alene, Idaho 83815.

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

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

Section 3. Scope of Services.

A. The Consultant shall perform the services described in the Scope of Services attached hereto and incorporated herein by reference as Attachment “1” and within Exhibit “A”.

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

Section 4. Personnel.

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

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

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

Section 5. Time of Performance.

The services of the Consultant shall commence upon execution of this Agreement by the Mayor and shall be completed on or before September 30, 2022. The period of performance may be extended for an additional one (1) year period only by the mutual written agreement of the parties upon such terms and conditions as they may agree.

Section 6. Compensation.

A. Subject to the provisions of this Agreement, the City shall pay the Consultant a sum not to exceed One hundred eighty-eight thousand nine hundred dollars (\$188,900.00), unless authorized in writing by the City.

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

Section 7. Method and Time of Payment.

Monthly progress payments must be submitted by the 10th of the month for work done in the previous calendar month. Partial payment shall be made by the end of each calendar month for the work completed in the previous calendar month. Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council.

Section 8. Termination of Agreement for Cause.

If, through any cause within Consultant's reasonable control, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall, after providing Consultant reasonable time to remedy the deficiency, thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished hard copy documents, data, studies, surveys, and reports or other material prepared by the Consultant under this agreement shall at the option of the City become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred.

Section 9. Termination for Convenience of City.

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

Section 10. Modifications.

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

Section 11. Equal Employment Opportunity.

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

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

Section 12. Interest of Members of City and Others.

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

Section 13. Assignability.

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

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

Section 14. Interest of Consultant.

The Consultant covenants that neither it nor its owners or officers presently have an interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that, in the performance of this Agreement, no person having any such interest shall be employed.

Section 15. Findings Confidential.

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

Section 16. Publication, Reproduction and Use of Materials.

No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. Consultant shall provide copies of such work products to the City upon request. City may make and retain copies of Documents for information and reference in connection with use on the Project by the City. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by the Consultant, as appropriate for the specific purpose intended, will be at the City's sole risk and without liability or legal exposure to the Consultant and Consultant's sub-consultants. To the extent allowed by law, the City shall indemnify and hold harmless the Consultant and Consultant's sub-consultants from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.

Section 17. Audits and Inspection.

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

Section 18. Jurisdiction; Choice of Law.

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

Section 19. Non-Waiver.

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

Section 20. Permits, Laws and Taxes.

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

Section 21. Relationship of the Parties.

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

Section 22. Integration.

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

Section 23. City Held Harmless.

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

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

Section 24. Notification.

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

Section 25. Standard of Performance and Insurance.

A. Consultant shall maintain general liability insurance naming the City, its entities, and its representatives as additional insureds in the amount of at least \$500,000.00 for property damage or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for by Idaho Code 6-924.

B. In performance of professional services, the Consultant will use that degree of care and skill ordinarily exercised under similar circumstances by members of the Consultant's profession. Should the Consultant or any of the Consultants' employees be found to have been negligent in the performance of professional services from which the City sustains damage, the Consultant has obtained Errors and Omission Insurance in at least the amount of two million dollars (\$2,000,000.00). The Consultant shall maintain, and furnish proof thereof, coverage for a period of two years following the completion of the project.

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

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

Section 26. Non – Discrimination.

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

A. The Consultant shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract. In addition, the Consultant shall comply with the requirements of Title 9, Chapter 9.56, Coeur d’Alene City Code.

B. The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sexual orientation, and/or gender identity/expression, in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations or discrimination prohibited by Title 9, Chapter 9.56, Coeur d’Alene City Code.

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

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

E. In the event of the Consultant’s non-compliance with the non-discrimination

provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

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

The Consultant shall include the provisions of paragraphs (A) through (E) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Consultant shall take such action with respect to any sub-consultant or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the Consultant may request ITD enter into such litigation to protect the interests of the state and, in addition, the Consultant may request the USDOT enter into such litigation to protect the interests of the United States.

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

CITY OF COEUR D'ALENE

J-U-B ENGINEERS, INC.

Steve Widmyer, Mayor

_____, President

ATTEST:

ATTEST:

Renata McLeod, City Clerk

_____, Secretary

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

DATE: **OCTOBER 25, 2021**

FROM: **LARRY PARSONS, UTILITY PROJECT MANAGER**

SUBJECT: **APPROVAL OF THE PURCHASE OF A 2022 DUMP TRUCK**

=====

DECISION POINT: Should Council approve the purchase of a new 2022 Dump Truck from Freightliner Northwest for \$169,736.00?

HISTORY: The Wastewater Department, in keeping with its regular equipment replacement schedule, identified the need for a dump truck to replace an aging truck in the FY 2021-2022 Wastewater Operating Fund budget. The procurement would be a “Piggy Back” purchase, pursuant to Idaho Code § 67-2803(1), duplicating the price and substance of a contract for like goods and services by the City’s Drainage Utility in July 2020. The Legal Dept has reviewed this process and has found that § 67-2803(1) is applicable.

PERFORMANCE ANALYSIS: The Wastewater Department transports the bio-solids resulting from the wastewater treatment process from the Wastewater Treatment Plant (WWTP) site on Hubbard Avenue to the Compost Facility located on Julia St. on a daily basis. This new dump truck will replace the aging dump. The Wastewater Department has purchased similar trucks from Freightliner Northwest and is satisfied with their performance and reliability.

FINANCIAL ANALYSIS: Funding for this truck purchase is available within the Replacements Section of the approved 2021-2022 City of Coeur D’Alene Wastewater Operating Fund budget. The quoted price (\$169,736.00) is lower than the amount budgeted in line item # 031-058-4354-7545 (\$190,000.00), due to savings and money from the eventual sale of the old truck. Thus, approval of this purchase will not increase the total Capital Outlay of the Wastewater Operating Budget.

RECOMMENDATION: Council should approve the purchase of a new 2022 Dump Truck from Freightliner Northwest for the amount of \$169,736.00.



**PERSONAL PROPERTY & SERVICES PRICE
REASONABLENESS FORM**

To: Finance Department

From: Larry Parsons, Wastewater Department

Date: 10/1/2021

Required Action: Complete for procurements of:

- Any titled or rolling stock for not more than \$50,000;
- Property with a useful life of one year and more that cost between \$20,000 - 50,000
- All property between \$50,000 and \$100,000;

Personal property or Service Description: Tandem Axle Dump Truck

Purchase in financial plan? Yes No If yes, budget amount in financial plan - \$ 190,000.00

If non-budgeted – Date Council approved: _____

Competitive Quotes Obtained:

1st vendor name and price: Freightliner NW \$169,736.00

2nd vendor name and price: _____

3rd vendor name and price: _____

If Competitive Quotes not obtained, provide Price Reasonableness Analysis: This is a purchase "Piggy-Back" from our Drainage Utility in July 2020.

Vendor Awarded: Freightliner Northwest Date: 10/1/2021

New vendor to the City? Yes No If yes, attach a completed W-9

Department Head Signature: _____

Department: Wastewater Date: 10/6/2021

Comptroller Approval Signature: Vonnie Jensen



FREIGHTLINER
of HAWAII

GORDON TRUCK CENTERS DEALER FAMILY

VEHICLE PURCHASE AGREEMENT

TOLL FREE ALL STORES 800-523-8014

Buyer's Name <u>City Of Coeur d' Alene</u>	Order Date <u>10 / 1 / 2021</u>
Address <u>710 East Mullan Ave</u>	Estimated Delivery Date <u> / / </u>
City <u>Coeur d' Alene</u> State <u>ID</u> Zip <u>83814</u>	Sales Rep <u>Jim Banner</u>
Business Phone <u>(208) 769-2236</u> Cell Phone <u> </u>	Customer Email <u>lparsons@cdaid.org</u>

Quantity Ordered	<u>1</u>
Base Price Per Unit	\$ <u>109,636.00</u>
Federal Excise Tax Per Unit	\$ <u> </u>
Subtotal Price Per Unit	\$ <u>109,636.00</u>
Additional Description	<u> </u>

Stock Number	<u>TBD</u>	<input checked="" type="checkbox"/> New
VIN Number	<u>TBD</u>	<input type="checkbox"/> Used
Year	<u>2023</u>	Color <u>White</u>
Make	<u>Western Star</u>	
Model	<u>47X</u>	
Tractor/Truck/Trailer	<u>Dump Truck</u>	

Based on City Of Coeur d' Alene Drainage Department quote and modified to meet City Of Coeur d' Alene Waste Water Department's needed specs

Additional Items Per Unit (Not included in base price)

14' BeauRoc sludge dump body and complete hydraulic package installed by Cobalt Truck	\$ <u>59,950.00</u>
Equipment to City Of Coeur d' Alene specs	\$ <u> </u>
	\$ <u> </u>
	\$ <u> </u>

Administration Fee	\$ <u>150.00</u>
Title/Transfer Fee Per Unit	\$ <u> </u>
Trip/Fuel Permit Per Unit	\$ <u> </u>
Subtotal:	\$ <u>169,736.00</u>
Sales Tax Rate: <u> </u> %	\$ <u>0.00</u>
Less: Deposit	\$ <u>0.00</u>
Less: Cash Down Payment	\$ <u>0.00</u>
Less: Net Trade-in Allowed	\$ <u>0.00</u>
Unpaid Balance	\$ <u>169,736.00</u>

(DUE ON DELIVERY)

TRADE IN: CONDITION REPORT REQUIRED

Year	<u> </u>	Make	<u> </u>	Model	<u> </u>
Body Type	<u> </u>	Color	<u> </u>		
VIN Number	<u> </u>				
Loan Balance Owed To	<u> </u>				
Address	<u> </u>				
City	<u> </u>	State	<u> </u>	Zip	<u> </u>
Trade Allowance	\$ <u> </u>				
Balance Owing	\$ <u> </u>				
Equity	\$ <u>0.00</u>				

SALES LOCATION

- Nampa, ID (208) 461-4751
- Mt. Vernon, WA (877) 848-0472
- Hermiston, OR (800) 657-5408
- Pacific, WA (800) 282-0699
- La Grande, OR (800) 843-1195
- Olympia, WA (855) 245-4635
- Coburg, OR (541) 225-2030
- Ridgefield, WA (360) 887-7562
- Redmond, OR (541) 548-7497
- Spokane, WA (888) 744-0390
- Medford, OR (541) 779-4622
- Union Gap, WA (800) 378-9478
- Kapolei, HI (808) 682-4315

Signature X

Date X



**PERSONAL PROPERTY & SERVICES PRICE
REASONABLENESS FORM**

To: Finance Department

From: Tim Martin Drainage Utility

Date: 11. 19.2119

Required Action: Complete for procurements of:

- Any titled or rolling stock for not more than \$50,000;
- Property with a useful life of one year and more that cost between \$20,000 - 50,000
- All property between \$50,000 and \$100,000;

Personal property or Service Description: Tandem Axle Dump Truck

Purchase in financial plan? Yes No If yes, budget amount in financial plan - \$ \$245,000.00

If non-budgeted – Date Council approved: _____

Competitive Quotes Obtained:

1st vendor name and price: Freightliner NW \$169,325.00 w/ plow \$191,325.00

2nd vendor name and price: _____

3rd vendor name and price: _____

If Competitive Quotes not obtained, provide Price Reasonableness Analysis: This purchase is a "Piggy-back" bid from Sandpoint Idaho. Legal has looked at the bid specs and approves

Vendor Awarded: Freightliner Northwest Date: 11.19.19

New vendor to the City? Yes No If yes, attach a completed W-9

Department Head Signature: [Signature] Streets & Engineering

Department: Drainage Utility Date: 11.20.19

Comptroller Approval Signature: _____



**FREIGHTLINER
NORTHWEST (SPOKANE)**
277 Stewart Road SW
Pacific, WA 98047
Phone: (509) 744-0390
FAX: (509) 363-3109

GORDON TRUCK CENTERS DEALER FAMILY

BILL TO
CITY OF COEUR D'ALENE - 10549
3800 N RAMSEY RD(208) 769-2233
STREET DEPT
COEUR D'ALENE ID 83814
P: (208) 769-2233

DELIVER TO
CITY OF COEUR D'ALENE - 10549
3800 N RAMSEY RD
STREET DEPT
COEUR D'ALENE ID 83814
P: (208) 769-2233

038.047.4160.7521

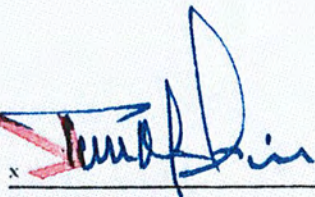
DATE	SALE TYPE	ORDER STATUS	DELIVERY DATE	INVOICE DATE	SALESPERSON	TERMS	CUSTOMER REFERENCE
7/29/2020	R	SOLD	7/31/2020	7/31/2020	JIM BANNER	COD	308093-MJ9372

UNIT(S) FOR SALE

UNTID	YR - MAKE - MODEL	SERIAL NUMBER	PRICE
308093	2021 - WESTERN STAR - 4700	5KKHAVFEXMPPMJ9372	108,625.00

Invoice From Drainage Dept.

Sales Price	108,625.00
Additional Equipment	- 60,500.00
Federal Excise Tax	+ 0.00
Dealer's Inventory Tax	+ 0.00
State and Local Taxes	+ 0.00
License and Bridge Fees	+ 0.00
Emissions Fee	+ 0.00
Title Fees	+ 0.00
Inspection Fees	+ 0.00
Extended Service Plans	+ 0.00
Documentary Fees	+ 0.00
Subtotal	- 169,125.00
Less Trade Allowance	- 0.00
Trade Payoff	+ 0.00
Less Deposit or Down Payment	- 0.00
Unpaid Balance/Amount to Finance	= 169,125.00

x 

Buyer Signature

7.31.20

Date

x 

Seller Signature

7.31.20

Date

INVOICE & BILL OF SALE



**Public Works/General Services
STAFF REPORT**

DATE: October 25, 2021
FROM: Mike Anderson, Wastewater Director
SUBJECT: Retirement Consultation Benefit - Casey Fisher

DECISION POINT: Should the City of Coeur d'Alene Wastewater Department enter into a Retirement Consultation Agreement with Casey Fisher.

HISTORY: Casey Fisher began his employment with the City of Coeur d'Alene 37 years ago as a Wastewater Operator and became Chief Operator some 6 years later. Casey retired from the City September 30, 2021 with over 30 years' experience as the Chief Wastewater Operator. In that time, he's overseen the ongoing operations of the facility through numerous construction phases. Some of the construction Casey has witnessed includes 2/3 of our digesters, 2/3 of our secondary clarifiers, replacement of our trickling filters, and of course the addition of an entire tertiary treatment section.

FINANCIAL ANALYSIS: It is our intention to bring Casey Fisher on board as a consultant to the Department per Rule 11, Section 12 of the Personnel Rules but in a reduced capacity to best meet the needs of the City and the retiree. Specifically, a benefit reduction of 50% which would result in Casey Fisher's consultant services for 120 hours (instead of 240 hours), over 1 year (instead of 2 years), and he would be eligible to receive \$12,000 (instead of \$24,000) total into his HRA/VEBA account. Casey's consultant service would begin in January of 2022 after the necessary 3-month break of service required by PERSI. The budget to cover this cost shall be covered from the resultant savings of his position remaining unfilled for more than the 1 month requirement as well as additional savings by refilling the Chief Operator position with an employee at a lower wage. Specifics on this can also be found in the attached Memorandum.

PERFORMANCE ANALYSIS: The City and Department would benefit greatly from Mr. Fisher's knowledge in numerous upcoming projects as listed below. Generally, these are maintenance projects which occur infrequently and in which there is a risk involved to workers and/or equipment.

- Startup of Digester 5. This is a delicate process wherein we bring online an anaerobic digester that is filled with flammable gas. Industry-wide, this is one of the most complex and delicate tasks that a facility undergoes. (≈40 hrs.)
- Draining and inspection of Primary and Secondary Clarifiers. This is a new task that we'll be starting and will require an SOP be written. Until the recent upgrade to the plant, we were unable to perform this task. (≈40 hrs.)
- Flooding of Trickling Filters for snail control. This project involves filling the Trickling Filters with water. Although they were designed to accommodate this, it is far from the standard way in which they operate and having someone onsite to help monitor the situation is quite valuable. (≈16 hrs.)

- Startup of new Centrate pump station. We are going to attempt a different strategy for pumping out our centrate. This will require some monitoring and possible adjustment to some of our processes. (≈12 hrs.)
- Draining and inspection of Trickling Filter Pump #3 wet well. We will be rebuilding these pumps over the year. This is a terrific time to inspect this station for damage and possible rehab. (16 hrs.)

DECISION POINT/RECOMMENDATION: The committee should recommend the Councils acceptance for the Retirement Consultation Benefit between the City of Coeur d'Alene Wastewater Department and Casey Fisher.



CITY OF COEUR D'ALENE

WASTEWATER UTILITY DEPARTMENT

CITY HALL, 710 E. MULLAN AVE.
COEUR D'ALENE, IDAHO 83814-3958
(208)769-2281 – FAX (208)769-2338

765 W. Hubbard Ave.
Coeur d'Alene, ID 83814

MEMORANDUM

TO: Troy Tymesen

DATE: September 8, 2021

FROM: Mike Anderson

SUBJECT: Retirement Consultation Benefit, Casey Fisher

Casey Fisher is a 37 year employee of the City of Coeur d'Alene spending the vast majority of that time as the Chief Operator at the Wastewater Treatment Facility. He has announced his retirement for the end of this month and this opens up the opportunity to utilize his unique skillset as a consultant.

I would offer that reduction to the standard "Retirement Consultation Benefit" as outlined in Section 12 of the Personnel Rules would be of great benefit to the Department. Specifically, a reduction of 50%, that is Mr. Fisher's services would be for 120 hours over 1 year and he would receive \$12,000 in his HRA/VEBA plan. His consultant service would begin in January of 2022.

The cost for this shall be covered by the savings in Mr. Fisher's salary. Specifically, we would not fill this position for 1 month, resulting in \$10,125 in savings. The remainder would be realized through the reduced salary of his successor's salary as compared to his. The minimum savings from this would be \$5,366 if a current employee were to be promoted into this job. If someone were to be brought in from the outside, the savings would be greater.

This would not only save the Department money, but allow us to utilize Mr. Fisher's skillset for the following upcoming projects:

- Startup of Digester 5. This is a delicate process wherein we bring online an anaerobic digester that is filled with flammable gas. Industry-wide, this is one of the most complex and delicate tasks that a facility undergoes. (~40 hrs.)
- Draining and inspection of Primary and Secondary Clarifiers. This is a new task that we'll be starting and will require an SOP be written. Until the recent upgrade to the plant, we were unable to perform this task. (~40 hrs.)
- Flooding of Trickling Filters for snail control. This project involves filling the Trickling Filters with water. Although they were designed to accommodate this, it is far from the standard way in which they operate and having someone onsite to help monitor the situation is quite valuable. (~16 hrs.)
- Startup of new Centrate pump station. We are going to attempt a different strategy for pumping out our centrate. This will require some monitoring and possible adjustment to some of our processes. (~12 hrs.)
- Draining and inspection of Trickling Filter Pump #3 wet well. We will be rebuilding these pumps over the year. This is a terrific time to inspect this station for damage and possible rehab. (16 hrs.)

Beyond these projects, there will likely be some informal reaching out to Casey to utilize his operational control skillset in troubleshooting but this list already exceeds the 120 hours of work expected.

Again, we find this to be a fantastic opportunity to move in to the future and exploit past experience at the same time.

RETIREMENT MEDICAL BENEFIT AGREEMENT

THIS Agreement is made and entered into this 2nd day of November, 2021, 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 Casey Fisher.

WITNESSETH:

Retirement Medical Benefits and Consulting Agreement:

- A. Casey Fisher has been a long-time employee of the City and retired from City service on the 30th day of September, 2021, at which time he was paid all amounts due up to such date by way of wages, including accrued vacation, compensatory time, and 1/3 of his sick leave balance.
- B. It is the desire of the City to contract with Casey Fisher on a consulting basis commencing on the 1st day of January, 2022, and terminating on the 31st day of December, 2022.
- C. The City Council has adopted Personnel Rules that authorize consultant contracts in consideration for Retirement Consultation Benefits for retired employees.

NOW THEREFORE,

- 1. IT IS AGREED that in consideration of the payment of an amount not exceeding Twelve Thousand Dollars (\$12,000.00) by the City to Casey Fisher's VEBA account, Casey Fisher shall complete one hundred and twenty (120) hours of consulting services as required by the Wastewater Director described in the Staff Report attached hereto as Exhibit "A" commencing on the 1st day of January, 2022, and terminating on the 31st day of December, 2022. The Twelve Thousand Dollars will be paid on an hourly basis starting January 2022 and continuing until the full amount has been paid out or December 31, 2022, whichever is sooner. Casey Fisher shall submit a statement of hours worked to the Wastewater Director on a monthly basis by the fifth of each month. Payment will thereafter be made to Casey Fisher's VEBA account for the number of hours worked in the previous month at the rate of One Hundred Dollars (\$100.00) per hour.
- 2. IT IS FURTHER AGREED that, in consideration of the Retirement Consultation Benefit, Casey Fisher and his heirs, estate, personal representatives, conservators, and assigns, do hereby release acquit and forever discharge the City, and its representatives, insurers, assigns, agents, servants, and all persons acting for, by or through or in any way on behalf of said City, of and from all claims of every kind, actions, causes of action, damages, liabilities and demands of whatsoever kind,

known or unknown, including claims for wages, vacation time, sick time, comp time pay, and any other claims arising from Casey Fisher's employment or consulting relationship with the City.

Time is of the essence of this Contract.

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, and Casey Fisher has executed this Contract the day and year first above written.

CITY OF COEUR D'ALENE
KOOTENAI COUNTY, IDAHO

EMPLOYEE:

By: _____
Steve Widmyer, Mayor

By: _____
Casey Fisher

ATTEST:

Renata McLeod, City Clerk

**GENERAL SERVICES/PUBLIC WORKS
STAFF REPORT**

DATE: **OCTOBER 25, 2021**
FROM: **BILL GREENWOOD, PARKS & RECREATION DIRECTOR**
SUBJECT: **ROW RENEWAL AGREEMENT (COUNCIL ACTION REQUIRED)**

DECISION POINT:

Recommend to the City Council that the agreement with ROW Adventures allowing access to Independence Point Beach for the purpose of launching kayaks for guided tours be renewed for an additional three (3) seasons?

HISTORY:

This will be the 7th season that we have allowed ROW to conduct kayak tours from Independence Point Beach and the responses we have received indicate that it is successful and well received by the public.

FINANCIAL ANALYSIS:

There is no cost to the City to allow the use; however, since it is a commercial venture, we are recommending that the lease require five percent (5%) of the gross tour income be paid to the Parks Department Capital Improvement Fund, as in previous seasons.

PERFORMANCE ANALYSIS:

This creates another water sport activity for residents and tourists. Kayaking and paddle boarding is growing in popularity and these tours help to fill that need. ROW does not compete with other vendors as it does not rent any kayak or paddle board or provide rentals of any kind. ROW only provides guided tours and the tours are complete with all necessary safety equipment and instructions. This agreement can be terminated without cause by the City if it proves to be a problem for the beach users or boating traffic. To date, it hasn't caused any problems.

DECISION POINT / RECOMMENDATION:

Recommend to the City Council that the three (3) year agreement with ROW Adventures for this activity be renewed.

AGREEMENT FOR COMMERCIAL USE OF CITY PROPERTY

THIS AGREEMENT is made and entered into this **2nd day of November, 2021**, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under the laws of the State of Idaho ("City"), and **ROW, Inc., dba ROW Adventures ("ROW")** with its principal place of business at 418 E. Coeur d'Alene Ave, Coeur d'Alene, Idaho 83814.

WITNESSETH:

WHEREAS, ROW has been permitted to access Lake CDA from the east end of the Independence Point Beach for the purpose of providing guided kayak and paddle board tours from the location identified on Exhibit "A" attached.

NOW, THEREFORE,

IT IS AGREED that for and in consideration of the covenants and agreements set forth herein ROW shall be allowed to provide kayak and paddle board tours originating from the east end of the Independence Point Beach according to the terms and under the penalties expressed herein.

Section 1. Definition: For purposes of this agreement the parties agree that the term "employees" shall include guides and support staff hired by ROW for the tours.

Section 2. Community Relations: ROW agrees that its employees will be courteous and informed about the community and will assist with questions from participants.

Section 3. Appropriate Equipment: ROW will provide appropriate equipment and gear to each participant.

Section 4. Staffing: ROW guides will be proficient in kayaking and paddle board, and be able to provide lessons for people of all skill levels, and be proficient in water rescue and safety. ROW agrees that its employees must be appropriately dressed with identifying logo, and approved shorts, trunks or swim wear. Approval must be received from the Parks Director.

Section 5. Access Times: ROW can access the Independence Point Beach area between the hours of 8:00 a.m. and 10:00 p.m., except on weekends between June 15 and August 31 when ROW cannot access the beach between the hours of noon and 4:00 p.m. ROW also understands that it cannot interfere with the public use of the any part of the Independence Point Beach. ROW will not be allowed to leave a vehicle at the loading/unloading site for any period longer than 30 minutes.

Section 6. Tour Limitations: ROW cannot provide more than two (2) kayak or paddle board tours a day without prior written approval from the Parks Director. ROW will not schedule tours that exceed twenty-one (21) people or fourteen (14) kayaks or paddle boards at any one time unless

it has prior written approval from the Parks Director for a specific date and time that will exceed those numbers. ROW will provide one (1) guide for every six (6) participants.

Section 7. Food: ROW may not serve food on the beach or other CDA park areas without prior written permission and pursuant to the scope of any required health permit.

Section 8. Non-food Items: Sunscreen will be the only non-food item allowed for sale. Sale of any other items must have written approval from the Parks Director.

Section 9. Trash: ROW agrees not to dispose of its trash at a City-maintained trash receptacle. Trash must be removed from site and disposed of at ROW's expense.

Section 10. Waiver: ROW understands that during the term of this agreement, the City may undertake repairs and/or construction or other projects to or on the City's parks, beach and/or waterfront, which may interfere with ROW's operation. Furthermore, ROW understands that the City is involved in a process of developing a downtown public properties plan that may modify, move or eliminate some parking in the present downtown public parking lots. ROW specifically waives any claims for lost profit, incidental or consequential damages against the City resulting from any of the conditions or projects listed in this section. ROW further acknowledges that the conditions or projects listed in this section may result in the City revoking this agreement as provided in Section 23. In addition, ROW agrees not to interfere with, or allow interference with, such City repairs, and/or construction or other projects.

Section 11. Not Exclusive: ROW understands and agrees that the City, from time-to-time during the term of this agreement, may allow other activities on the beach area.

Section 12. Worker's Compensation: ROW agrees to maintain worker's compensation coverage on all employees during the term of this agreement as required by Idaho Code Sections 72-101 through 72-806. Should ROW fail to maintain such insurance during the entire term hereof, ROW shall indemnify the City against any loss resulting to the City from such failure, either by way of compensation or additional premium liability. ROW shall furnish to the City, prior to the first day of the first season hereunder, such evidence as the City may require affirming worker's compensation coverage or, in the alternative, submit an affidavit stating that all employees have worker's compensation coverage as required by Idaho law.

Section 13. Hold Harmless: ROW agrees to indemnify, defend and hold the City and its agents, officers and employees harmless from any and all claims of liability, loss or damage arising out of, or in connection with, ROW's performance under the terms of this agreement or the negligent or wrongful acts, errors and omissions of ROW, its agents, or employees.

Section 14. Access Location: ROW agrees to the following specifications, which will be adhered to by ROW for lake access:

ROW can enter that area of Independence Point Beach located on the east side of the beach within forty (40) feet of the rip-rap area and/or turf and landscape area where the beach ends. ROW shall not interfere with other beach users or swimmers within said area. ROW must keep that portion

of beach clean and free of any litter, trash, clothing, gear or anything else directly related to the kayak/paddleboard tours.

Section 15. Term and Renegotiation: The City shall permit kayak/paddleboard tours from Independence Point Beach to ROW for three (3) seasons. Those seasons are April 1, 2022, to October 31, 2022; April 1, 2023, to October 31, 2023; and April 1, 2024, to October 31, 2024. ROW may request in writing a three (3) year extension of this agreement by submitting a written request to the City after April 1, 2024, and prior to October 1, 2024. Upon receipt of such request, the City will consider whether it will grant an additional three (3) year extension and, if so, under such terms as the parties may agree. Such request can be made, in writing, in each succeeding even year between the dates of April 1 and October 1.

Section 16. Consideration: ROW shall, in consideration for the agreement, pay the sum of five percent (5%) of gross income from the kayak and paddle board tours to the CDA Parks Department within thirty (30) days after the end of the season.

Section 17. No Alcohol: ROW agrees it will not allow its employees or customers to consume any alcohol or alcoholic beverages on the Independence Point beach or other CDA park properties.

Section 18. City Ordinances: ROW shall abide by all City ordinances and resolutions.

Section 19. Glass Containers: ROW agrees not to use, or allow its customers to use, glass containers on public property during tours.

Section 20. Violation of Regulations: ROW agrees any violation of regulations, this agreement, or any ordinance, or act of collusion may result in criminal prosecution and/or in the revocation of the agreement and forfeiture of the full consideration, and ROW may not thereafter be allowed resubmit a proposal for a period of three (3) years.

Section 21. Non-transferable: ROW also agrees and understands this agreement cannot be assigned or transferred to another vendor without permission of the City.

Section 22. No Truck Parking: Except for parking in lawfully designated parking spaces, neither ROW nor its agents or employees shall park trucks or other vehicles adjacent to the curb in a City right-of-way, parking area, or other public property for longer than thirty (30) minutes. Failure to comply with this provision shall be considered a material breach of this agreement.

Section 23. City's Option to Terminate Agreement: The City may at any time, after ten (10) day's written notice, terminate this agreement and exclude ROW from utilizing the designated space for commercial purposes. Fees owed to date will be paid by ROW in the amount of five percent (5%) of gross tours to date of termination. The notice of the exercise by the City of its option to terminate the agreement for no cause shall be given in the same manner as notice of termination in case of default.

Section 24. Forfeiture of Agreement: It is understood that time is of the essence and, should ROW fail to perform all of the covenants herein required of them, the City may declare the

agreement forfeited and ROW shall cease operations from the location. However, before declaring such forfeiture, the City shall notify ROW in writing of the particulars in which the City deems ROW to be in default and ROW will have three (3) days to remedy the default.

Section 25. Notice: Any notice, including notice of default resulting from failure to perform, shall be made by placing the written particulars in the United States Mail addressed to ROW at the address provided, with proper postage affixed. Any notice required herein to be given to City shall be written and deemed received by City when personally delivered to the office of the City Clerk, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814. In lieu of service by mail, a notice of default and/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 WITNESS WHEREOF, the Mayor and City Clerk of the CITY OF COEUR D'ALENE have executed this agreement on behalf of said City, and ROW has caused the same to be signed the day and year first above written.

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

LESSEE:
PETER GRUBB
dba ROW Adventures (ROW)

By: _____
Steve Widmyer, Mayor

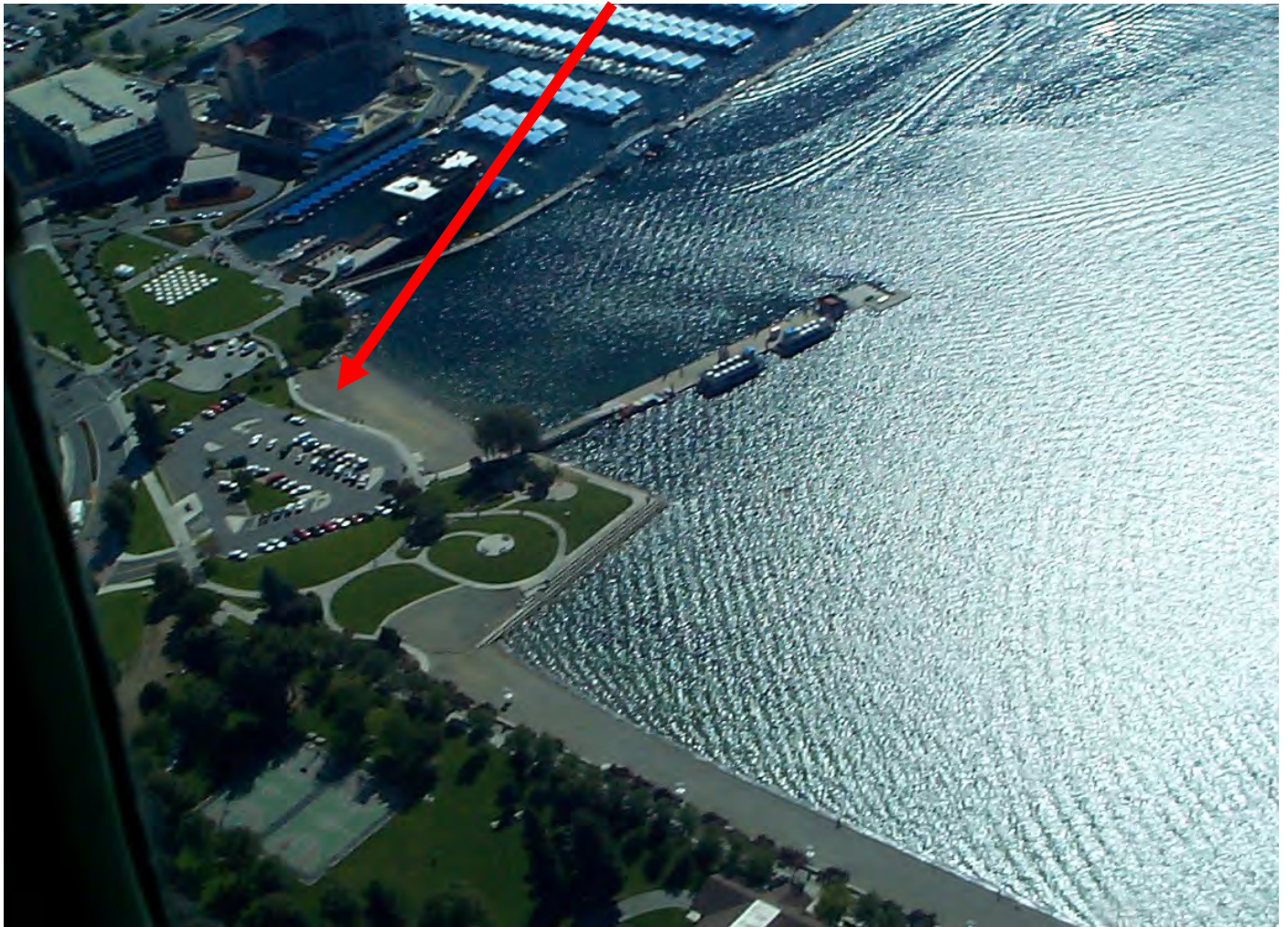
By: _____
Peter Grubb

ATTEST:

By: _____
Renata McLeod, City Clerk

EXHIBIT "A"

Access Point



**GENERAL SERVICES / PUBLIC WORKS
STAFF REPORT**

DATE: OCTOBER 25, 2021
FROM: BILL GREENWOOD, PARKS AND RECREATION DIRECTOR
**SUBJECT: RENEWAL OF ELEVENTH STREET DOCKOWNERS ASSOCIATION
LEASE**

DECISION POINT:

Recommend that the City Council approve a five-year renewal of the lease of riparian rights with the Eleventh Street Dockowners Association.

HISTORY:

Since purchasing the Idaho Water Company, the City has leased its riparian rights at 11th Street on the east side of Tubbs Hill for an existing marina and boat operation. The most recent lease was for five (5) years and expired on August 30, 2021. The proposed renewal of the lease is for five (5) years from August 31, 2021.

FINANCIAL ANALYSIS:

The rental fee under the new lease is \$7,182.67 for the first year, then increasing each year according to the CPI. In addition, the City will receive one-quarter of one percent (0.25 %) of the yearly gross slip sales. The 5-year average of the one-quarter of one percent is \$1,497.30 annually. The Association provides two benefits to the City with this lease: the first is a temporary boat slip for fire and safety vessels with an annual rental value of \$7,000.00 and the second is a wastewater pump-out station for the public. The overall yearly value of this lease is over \$15,000.00.

PERFORMANCE ANALYSIS:

The terms of the renewal of the lease are consistent with the lease that has been in place for many years.

DECISION POINT/RECOMMENDATION:

Recommend that Council approval the renewal of the lease with the Eleventh Street Dockowners Association for another five-year term.

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 2nd day of November, 2021, by and between ELEVENTH STREET DOCKOWNERS ASSOCIATION, INC, an Idaho nonprofit corporation, hereinafter referred to as the "ASSOCIATION" or "LESSEE," and the CITY OF COEUR D'ALENE, a municipal corporation, organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as the "CITY" OR "LESSOR."

DECLARATIONS

1. LESSEE is a non-profit recreation cooperative corporation organized and existing under and by virtue of the laws of the state of Idaho, having its principal place of business at 1100 East Lakeshore Drive, Coeur d'Alene, Kootenai County, Idaho. CITY is the successor-in-interest of the Idaho Water Company.
2. On the 6th day of September, 2021, CITY and ASSOCIATION did agree that the existing Lease Agreement should be extended until the 30th day of August, 2026.
3. The parties hereto desire to enter into a new Lease Agreement which renews and extends the current Lease Agreement for five (5) years under the following terms:

TERMS OF LEASE

1. Annual Rent: LESSEE shall pay to CITY annual rent in the amount of \$7,182.67, which will be subject to an annual increase on the anniversary date of this Agreement equivalent to the increase in CPI for the Western Region as determined in July of each year, along with the consideration of the mutual grants, agreements, and terms as set forth herein. CITY shall invoice LESSEE for the annual rent payment by September 1st of each year. LESSEE shall pay the annual rent to CITY within thirty (30) days of receipt of CITY's rental invoice.

Annual Slip Sales Revenue: In addition to annual rent, CITY shall receive from LESSEE each year payment equaling one-quarter of one percent (0.25%) of gross marina slip sales* occurring from Sept 1st to Aug 31st. LESSEE shall provide a statement to CITY which includes the yearly slip sales details (slip #, sales amount, and date of sale) and the calculated one-quarter of one percent (0.25%) sales revenue for CITY. CITY shall invoice LESSEE and LESSEE shall pay CITY in accordance with the invoice within thirty (30) days of receipt of the invoice.

**Slip sales that include both slip and personal property (i.e., boat, lifts, etc.) in the sales total will be adjusted to deduct the amount associated to personal property.*

2. Term: The term of this agreement shall be five (5) years commencing on the 31st day of August 2021, and having terminating at 12:00 midnight on the 30th day of August 2026. LESSEE shall have the option to extend the agreement for an additional five (5) years providing LESSEE submits a written letter to CITY requesting such term extension.

3. Leased Property and Rights: CITY hereby grants to LESSEE, its successors or assigns, the right to maintain movable docks and dock storage and booms fronting or adjacent to the shoreline, described as follows:

Commencing at a galvanized pipe on the shoreline of Lake Coeur d'Alene, Kootenai County, Idaho, said pipe being 908 feet, more or less, due East of the center of Section 24, Township 50 North, Range 4 West, B.M.; and following the shoreline in a northeasterly direction to a point on the southeast corner of the tract containing 1.58 acres conveyed to the Consumers Company on January 23, 1905, as recorded in Book 9 Deeds at page 623, records of Kootenai County, Idaho.

which use and rights shall be utilized by LESSEE, its successors and assigns, for the purposes of maintaining docks and dock storage and moorage, subject to the following conditions:

A. Such docks have been largely reconstructed with the consent of CITY, subsequent to the lease effective August 31, 1989. The docks and floating boom are depicted on the attached Exhibit "A." Such docks and booms shall not be placed in a manner to further restrict the public or CITY's access to the described shoreline. CITY will utilize best efforts to control access from described shoreline into marina docks.

B. CITY does reserve the right at all times to lay, maintain and operate water pipes to the waters of Lake Coeur d'Alene at or near said area, through the entire bay area, and the right to enter into said area for the purpose of maintaining, replacing and repairing the same.

C. LESSEE, and its successors or assigns, at all times shall conduct its operation so as not to damage, injure or interfere with the intake water lines of CITY from the waters of Lake Coeur d'Alene.

D. LESSEE agrees to notify CITY in writing at least thirty (30) days prior to any alteration of the breakwater.

E. In consideration of those grants by CITY unto LESSEE, and its successors and assigns, LESSEE, for and on behalf of itself and its successors and assigns, expressly covenants and agrees that it shall indemnify and hold harmless CITY against any and all actions, claims and damages, including costs, attorney fees and expenses of whatsoever kind or character, including third party claims arising from the use of that license and/or licenses granted by CITY to LESSEE. LESSEE does covenant and agree that it shall cause CITY to be endorsed upon its existing liability coverage as an additional named insured, which insurance shall carry limits of not less than One Million Dollars (\$1,000,000) to thereby protect CITY from any claim of any person arising out of or by virtue of the maintenance of the moorage operation upon the riparian water of that property herein before described owned by CITY. CITY and LESSEE will work together with reasonable efforts in deterring public access to the marina.

F. LESSEE will repair any damage to turbidity water lines belonging to CITY that are

in the area of the lease and the Marina associated with this lease.

4. Slips: The number of boat slips including side tie docking space shall be limited to one hundred and twenty-five (125).

5. Trailer Parking: LESSEE shall not park boat trailers nor shall it allow its sub-lessees to do so on streets except when actively loading or unloading boats.

6. CITY Moorage Area: LESSEE shall provide to CITY for its sole and unrestricted use a certain moorage area identified on Exhibit "A," attached hereto. In addition, LESSEE shall provide to CITY, and such other governmental entities as may demonstrate a need, an area on the northern most portion and the eastern side of the main dock as depicted on Exhibit "A" for temporary, brief moorage for emergency vessels, including fire boats, patrol boats, or other publicly used service boats, all as depicted on Exhibit "A." LESSEE grants the right to use the limited moorage area described on Exhibit "A" for CITY, Kootenai County Sheriff, Coast Guard, and other public law enforcement, firefighting, or administrative agencies, and specifically designates the permanent moorage area identified on Exhibit "A" (approximately one half way between the north and south ends of the main dock) for the sole and exclusive use of the Coeur d'Alene Fire Department. The dockage space identified above, both as to the permanent moorage space for the Coeur d'Alene Fire Department and the temporary, brief moorage space for emergency vessels shall not be assignable for use by private individuals. Further rights and responsibilities of the parties are as follows:

A. LESSEE, for and on behalf of itself and its successors and assigns, expressly covenants and agrees that it shall hereby indemnify, defend, and hold CITY harmless from all claims, actions, or damages of any kind including but not limited to costs, attorney fees and expenses of whatsoever kind or character, and including third party claims and description, which may accrue to or be suffered by any person or persons, corporation, or property by reason of LESSEE's agreement to allow CITY dockage space as provided in Section 6 of this Agreement. In case any suit or action is brought against CITY for damages arising out of, or by reason of any use as allowed under Section 6, LESSEE will, upon notice to it of commencement of such action, defend CITY at its sole cost and expense, and will satisfy any judgment after said action shall have been finally determined, if adverse to CITY.

B. Prior to any use of ASSOCIATION's property CITY shall:

i. Discuss the proposed dock use with IDL and neighboring landowners for parking a fire department boat in the designated area and address any objections they might have;

ii. Talk to some of ASSOCIATION dock owners on "A" dock before setting the boat location to protect views and vistas as much as possible;

iii. Consult with ASSOCIATION’s electricians and subcontract with a licensed electrician to tap into the marina’s wiring to provide shore power and pay for the use of the electrical shore power; and

iv. Provide ASSOCIATION with proof of \$500,000.00 of general liability insurance.

C. CITY shall not impair the use of the marina by ASSOCIATION members and guests, except in the case of emergency, and will repair any damage caused to the marina or ASSOCIATION’s property by CITY’s use.

D. ASSOCIATION agrees to provide access codes and/or sufficient keys for access by authorized Fire Department personnel and agrees to provide emergency use of ASSOCIATION’s boat ramp.

E. Principal Contacts: The principal contacts for this Lease Agreement are:

	CITY	ASSOCIATION
KEY CONTACT		Eleventh Street Marina
		Jan Gera Sentry Management, Inc.
STREET ADDRESS:		1110 W. Park Place, Ste. 101
CITY/STATE	Coeur d’Alene, ID 83814	Coeur d’Alene, ID 83814
PHONE NUMBER:		208-676-8626
AFTER HOURS NUMBER:		208-676-8626
FAX NUMBER:		208-676-8626
EMAIL ADDRESS:		jgera@sentrymgt.com

7. LESSEE Provided Amenities: LESSEE shall provide the following amenities for the benefit of the public:

A. Sanitary Pump Station to service boats on Lake Coeur d’Alene as depicted in Exhibit “A,” attached hereto and incorporated herein by reference.

B. The attachment of Exhibit “A,” labelled “11th Street Marina East Side Rebuild,” and its incorporation into this Lease Agreement by reference shall supersede the previously existing Exhibit “A” that was attached to the original Lease Agreement, which new Exhibit “A” shall be binding upon the parties. LESSEE shall construct the improvements including those which benefit CITY under the terms of this Lease Agreement in substantial compliance with Exhibit “A.”

8. Insurance: Prior to the execution of this lease, LESSEE shall file with CITY, in a form acceptable to CITY, certificates showing that the insurance requirements herein set forth have been placed in force and effect.

9. Encroachment Permit: LESSEE shall maintain a valid State of Idaho encroachment permit for any encroachment within CITY's littoral rights which are leased herein.

10. Assignment: LESSEE shall not assign its obligation or rights under this lease to a third party without written approval from CITY.

11. Binding Agreement: This Lease Agreement shall be binding upon the parties in accordance with and pursuant to the terms and conditions hereof and shall inure to the benefit of the successors and assigns of the parties hereto.

12. Renewal: At the term end of this Lease Agreement, CITY agrees to negotiate in good faith with LESSEE, or its successors and assigns, for additional term an extension upon such terms as the parties may mutually agree for a five (5) year contract agreement term.

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

LESSOR
CITY OF COEUR D'ALENE

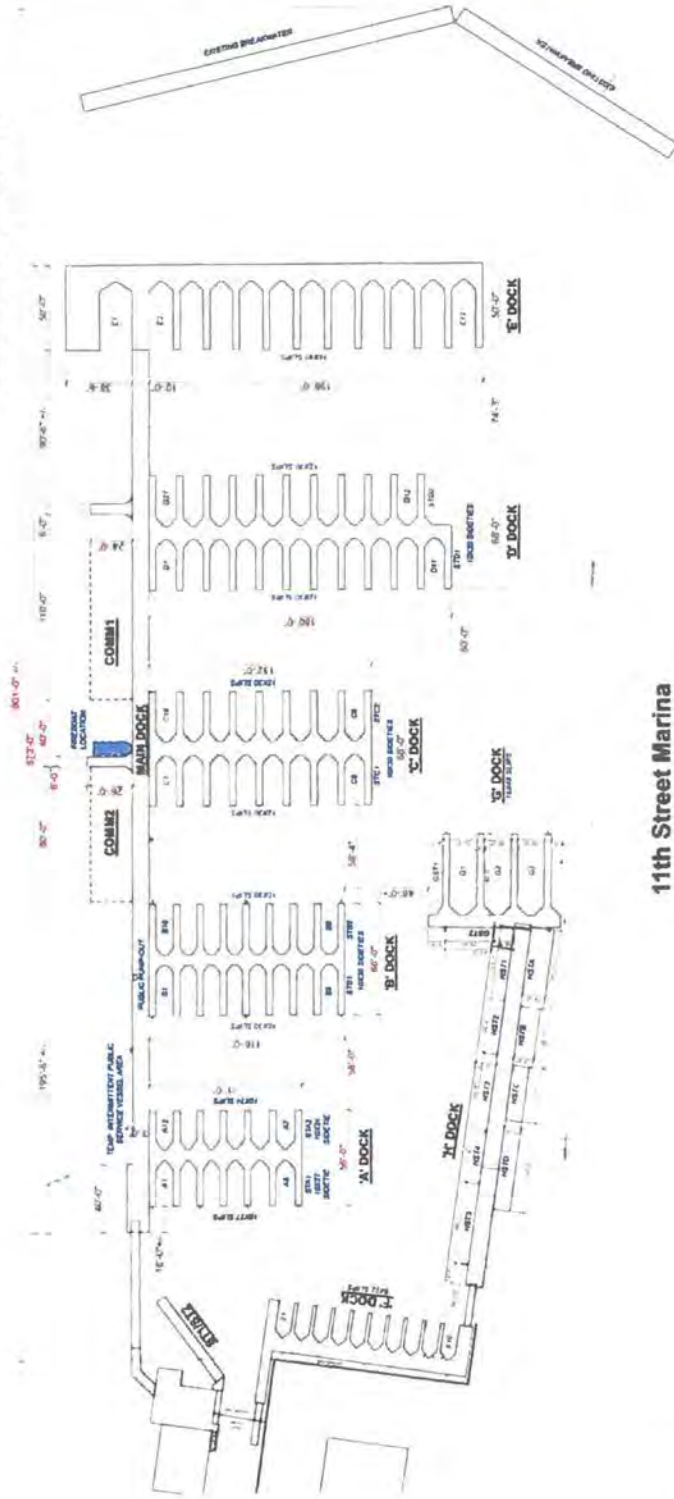
LESSEE
ELEVENTH STREET DOCKOWNERS
ASSOCIATION, INC.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

LAKE COEUR D'ALENE



11th Street Marina

PLAN .S

06-11-19

90 slips & 23 slide-lifts

Scale 1" = 100'-0" @ 8 1/2x11 print

EXHIBIT A

OTHER BUSINESS

**CITY COUNCIL
STAFF REPORT**

DATE: **NOVEMBER 2, 2021**

FROM: **KYLE MARINE, ASSISTANT DIRECTOR**

SUBJECT: **AWARD OF BID FOR ANNIE WELL PUMP REHABILITATION
PROJECT**

=====

DECISION POINT: Should Council accept the bid and award a contract to Specialty Pump Services, Inc., for rehabilitation of the Annie Well?

HISTORY: The Annie Well was originally installed in 2004 to 353' deep. It has a tested production capacity of nearly 2500 gpm. The production well is 24" in diameter and cased or screened to the bottom. The well was put into production and has consistently produced a rate of approximately 2100 gpm. The pump assembly consists of a 350 Hp motor, 12" diameter drop pipes (columns), 1 5/16" diameter shafts and a 4-stage pump. The pump was last replaced in 2006. The well had experienced some plugging by fine silt material requiring extensive cleaning in 2006. Staff expects to encounter some plugging again due to declining production and increasing drawdown.

FINANCIAL ANALYSIS: The Water Department has budgeted \$196,000 through the operations and maintenance budget and no additional engineering services are required for this project. One bid was received for the project, with a base bid of \$87,625, received from Specialty Pump Services, Inc. Options were included in the bid packet for potential replacement of the pump columns, stainless steel shafts, and brass spider bearings in the event undue wear is detected. Exercising all options would bring the total bid to \$152,000. While staff anticipates there may be a need to replace at least some of the pump column based on previous history, it is not anticipated to have to replace everything. Therefore, staff is proposing acceptance of the base bid of \$87,625 and a contract not to exceed the budget amount of \$152,000.00 should additional replacements be required.

PERFORMANCE ANALYSIS: Staff proposes to have the pump assembly removed, cleaned, and inspected, and to replace any necessary parts. Options were included in the bid should any of the assembly components exhibit undue wear. The stainless-steel shafts shall be inspected and straightened as necessary to ensure factory tolerances. Once removal is approved to begin, staff anticipates that the project should be complete within 120 business days barring any unanticipated problems such as damaged or defective equipment or materials. The well will be inspected through a video to determine if additional cleaning will be required as part of the optional bid.

REQUESTED ACTION: City Council should accept the bid and award a contract for the Annie Well Pump Rehabilitation Project to Specialty Pump Services, Inc., as the low responsible bidder, in the amount of \$87,625, with the provision that the contract shall not exceed \$152,000.00.

RESOLUTION NO. 21-065

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A CONTRACT WITH SPECIALTY PUMP SERVICES, INC., FOR THE ANNIE WELL PUMP REHABILITATION PROJECT.

WHEREAS, the Water Department of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a contract with Specialty Pump Services, Inc., for the Annie Well Pump Rehabilitation project pursuant to terms and conditions set forth in a contract, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a Contract for the Annie Well Pump Rehabilitation project with Specialty Pump Services, Inc., in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said contract to the extent its substantive provisions remain intact.

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

DATED this 2nd day of November, 2021.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

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

_____ was absent. Motion _____.

CONTRACT

THIS CONTRACT is made and entered into this 2nd day of November, 2021, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as the “**CITY**”, and **SPECIALTY PUMP SERVICES, INC.**, a corporation duly organized and existing under and by virtue of the laws of the state of Washington, with its principal place of business at 4712 S. Thor, Spokane, WA 99203, hereinafter referred to as “**CONTRACTOR.**”

WITNESSETH:

WHEREAS, the **CONTRACTOR** was the lowest responsible bidder and has been awarded the contract for **ANNE WELL PUMP REHABILITATION** according to plans and specifications on file in the office of the City Clerk of said **CITY**, which plans and specifications are incorporated herein by reference.

NOW, THEREFORE,

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

The **CONTRACTOR** shall furnish and install barriers and warning lights to prevent accidents. The **CONTRACTOR** shall indemnify, defend and hold the **CITY** harmless from all claims arising from the **CONTRACTOR**'s actions or omissions in performance of this contract, and to that end shall maintain liability insurance naming the **CITY** as one of the insureds in the amount of One Million Dollars (\$1,000,000) for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the limits shall comply with the requirements of Idaho Code § 6-924. A certificate of insurance providing at least thirty (30) days written notice to the **CITY** prior to cancellation of the policy shall be filed in the office of the City Clerk.

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

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

The **CONTRACTOR** agrees to receive and accept as full compensation for furnishing all materials, and doing all the work contemplated and embraced in the contract, an amount not to exceed One Hundred Fifty-two Thousand and no/100 Dollars (\$152,000.00), consisting of the base bid of Eighty-seven Thousand Six Hundred Seventy-five and no/100 Dollars (\$87,675.00) and such other work identified on Alternative Bid Schedule #1 as directed and authorized to be performed by the City Water Superintendent or designee.

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 Comptroller.

The **CITY** and the **CONTRACTOR** recognize that time is of the essence and failure of the **CONTRACTOR** to complete the work within the time allowed shall result in damages being sustained by the **CITY**. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the **CONTRACTOR** shall fail to complete the work within the above time limits, the **CONTRACTOR** shall pay to the **CITY** or have withheld from monies due, liquidated damages at the rate of One Thousand Five Hundred and No/100 Dollars (\$1,500.00) per calendar day, which sums shall not be construed as a penalty.

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

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

1. To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term.
2. That if the said taxes, excises and license fees are not payable at the end of said term but liability for said payment thereof exists, even though the same constitutes liens

upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof.

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

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

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

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

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

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

No. _____, dated _____, _____

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

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

CITY OF COEUR D'ALENE,

SPECIALTY PUMP SERVICES, INC.

Steve Widmyer, Mayor

By: _____

Its: _____

ATTEST:

Renata McLeod, City Clerk

Attachment 1

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

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

1. Compliance with Regulations

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

2. Non-discrimination

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

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

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

4. Information and Reports

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

5. Sanctions for Non-compliance

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

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

Incorporation of Provisions

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

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