

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

VISION STATEMENT

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

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

November 16, 2021

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Pastor David Bond with Compel Community Church

C. PLEDGE OF ALLEGIANCE

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

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

F. PRESENTATIONS:

1. Historic Preservation Plan (HPP)

**Presented by: Community Planning Director Hilary Anderson and
Katie Pratt, Co-Founder + Architectural Historian, Northwest Vernacular, Inc.**

G. ANNOUNCEMENTS

1. City Council
2. Mayor

***ITEMS BELOW ARE CONSIDERED TO BE ACTION ITEMS

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 November 2, 2021 Council Meeting.
2. Approval of Bills as Submitted.
3. Approval of Financial Report.
4. Setting of General Services/Public Works Committees meetings for Monday, November 22, 2021 at 12:00 noon.
5. **Resolution No. 21-066**–

- a. Approval of the destruction of records from the Finance, Water, and Municipal Services Department in accordance to the Records Retention Schedule.

As Recommended by the City Clerk

- b. Approval of the purchase of a MIOX Onsite Chlorine Generators from Filtration Technology for the amount of \$84,400.00.
- c. Approval of an Agreement with Thorco, Inc. for installation of traffic signal located at Kathleen and Government Way.
- d. Approval of the purchase of armor cast meter boxes for the Yardley replacement project from the lowest responsive bidder, Ferguson Waterworks, for \$94,435.80.

Pursuant to City Purchasing Policy approved via Resolution No. 17-061

- e. Approval of S-3-21 Measom Addition: Approval of Final Plat, Subdivision Improvement Agreement and Security.

As Recommended by the City Engineer

I. OTHER BUSINESS:

1. **Resolution No. 21-067** - Approval of budget authority for the purchase of a used armored vehicle from Lenco Industries, Inc. for approximately \$183,000.

Staff Report by: Police Chief White

2. **Resolution No. 21-068** - acceptance of the concept for “Coeur d’Alene Rotary Centennial Park” and approval of a Memorandum of Understanding between the City, the Rotary Club, and ignite cda.

Staff Report by: Parks and Recreation Director, Bill Greenwood

3. **Resolution No. 21-069** - Grant awards and approval to authorize staff to negotiate and enter into CDBG Agreements with CDAIDE, United Way, Idaho Youth Ranch, Tesh, St. Vincent de Paul, and NIC, for Plan Year 2021, and CDBG-CV Agreements with CDAIDE and Fo(u)r Roots, LLC.

Staff Report by: CDBG Specialist, Chelsea Nesbit

4. **Resolution No. 21-070-** Approval of the Purchase and Sale Agreement with Cancourse, LLC. for property to be used as the Canfield Storage Facility.

Staff Report by: Water Director, Terry Pickel

5. **Resolution No. 21-071** – Authorization for staff and the Historic Preservation Commission to apply for a Certified Local Government (CLG) grant funds in the amount of \$3,175 for Historic Preservation Training and in the amount of \$15,000 for Consultant Assistance to Nominate the Garden District to the National Register of Historic Places.

Staff Report by: Community Planning Director, Hilary Anderson

6. **Resolution No. 21-072** – Accept the lowest responsive base bid of \$765,215.00 and award a Contract to LaRiviere, Inc., for installation of a new 18” water transmission main along the Centennial Trail, including the option to accept the two Add Alternates for a total of \$125,498.50, with the Contract not to exceed \$890,713.50.

Staff Report by: Water Director, Terry Pickel

J. ADJOURNMENT



Coeur d'Alene CITY COUNCIL MEETING

November 16, 2021

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

PRESENTATIONS



Historic Preservation Plan

City of Coeur d'Alene
City Council Meeting,
November 16th

This project has been funded with the assistance of a matching grant-in-aid from the Idaho State Historic Preservation Office and the Historic Preservation Fund, National Park Service, Department of the Interior. Any opinion, findings, and conclusions or recommendations expressed in this material do not necessarily reflect the views of the Department of the Interior. Regulations of the U.S. Department of the Interior strictly prohibit unlawful discrimination on the basis of race, color, national origin, age or handicap. Any person who believes he or she has been discriminated against in any program, activity, or facility operated by a recipient of Federal assistance should write to: Office of Equal Opportunity, National Park Service, 1201 Eye Street, NW (2740) Washington, DC 20005.

The activity that is the subject of this survey has been financed in part with Federal funds from the National Park Service, U.S. Department of the Interior. However, the contents and opinions do not necessarily reflect the views or policies of the Department of the Interior, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior.

What is Historic Preservation?

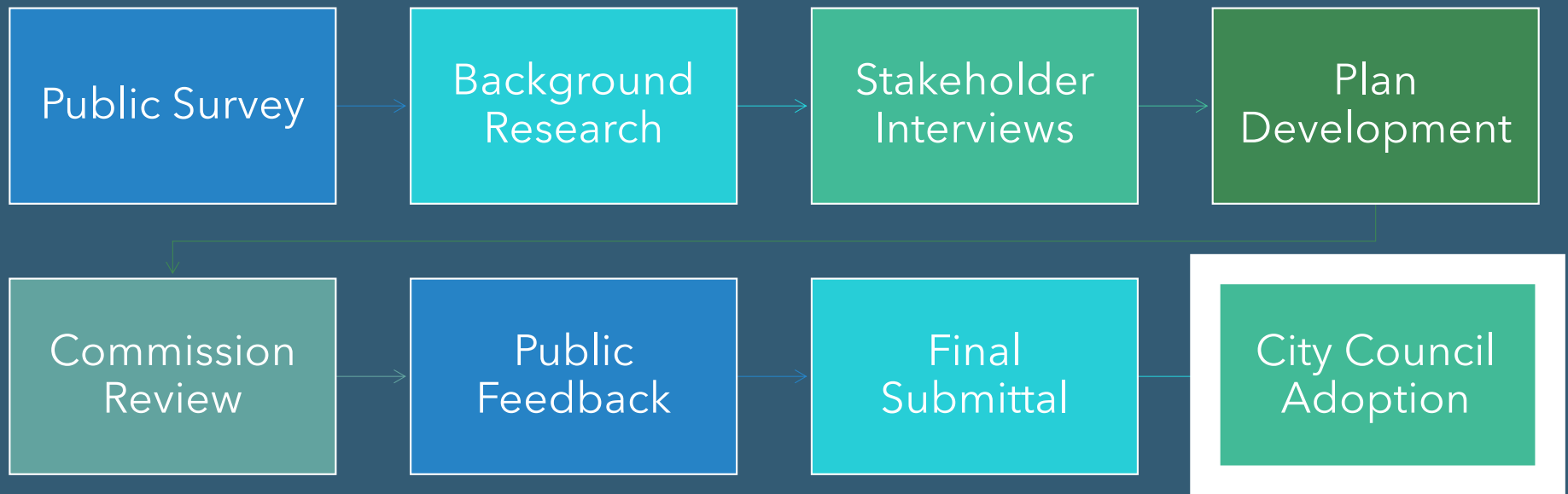
- Historic preservation is a movement in planning that seeks to preserve older buildings and areas, recognizing their inherent value and also as a way to tie a place's history to its population and culture.
- The core parts of this process are **identify, evaluate, educate, and nominate**.



What is a historic preservation plan? And why does the city want/need one?

- A historic preservation plan is a planning document that develops a vision for historic preservation in the city and a series of goals, policies, and actions that will help the city pursue that vision.
- Now is a great time for the city to adopt a historic preservation plan since the city's program is new and a plan will help build momentum.
- Development of the plan has also provided an opportunity for the public to comment on the direction of the program.

Preservation Plan Process



Parts of a Preservation Plan

- Historic Context – Architectural Styles – Property Types
- Vision – Mission
- Goals – Policies – Action Plan

Historic Context

- Development periods
- Architectural Styles
- Building forms and functions



Vision Statement

A thriving Coeur d'Alene that honors its diverse history through identification, education, and recognition, while prioritizing community connections. A robust and complementary city historic preservation program that focuses on preservation, promotes inclusive storytelling, and protects the city's historic and archaeological resources for future generations.

Mission Statement

The mission of the City of Coeur d'Alene's historic preservation program is to identify, document, and protect the city's historic and archaeological resources while fostering civic pride through education, preservation, and thoughtful engagement with the city and its citizens.



Goals – Policies –
Action Items



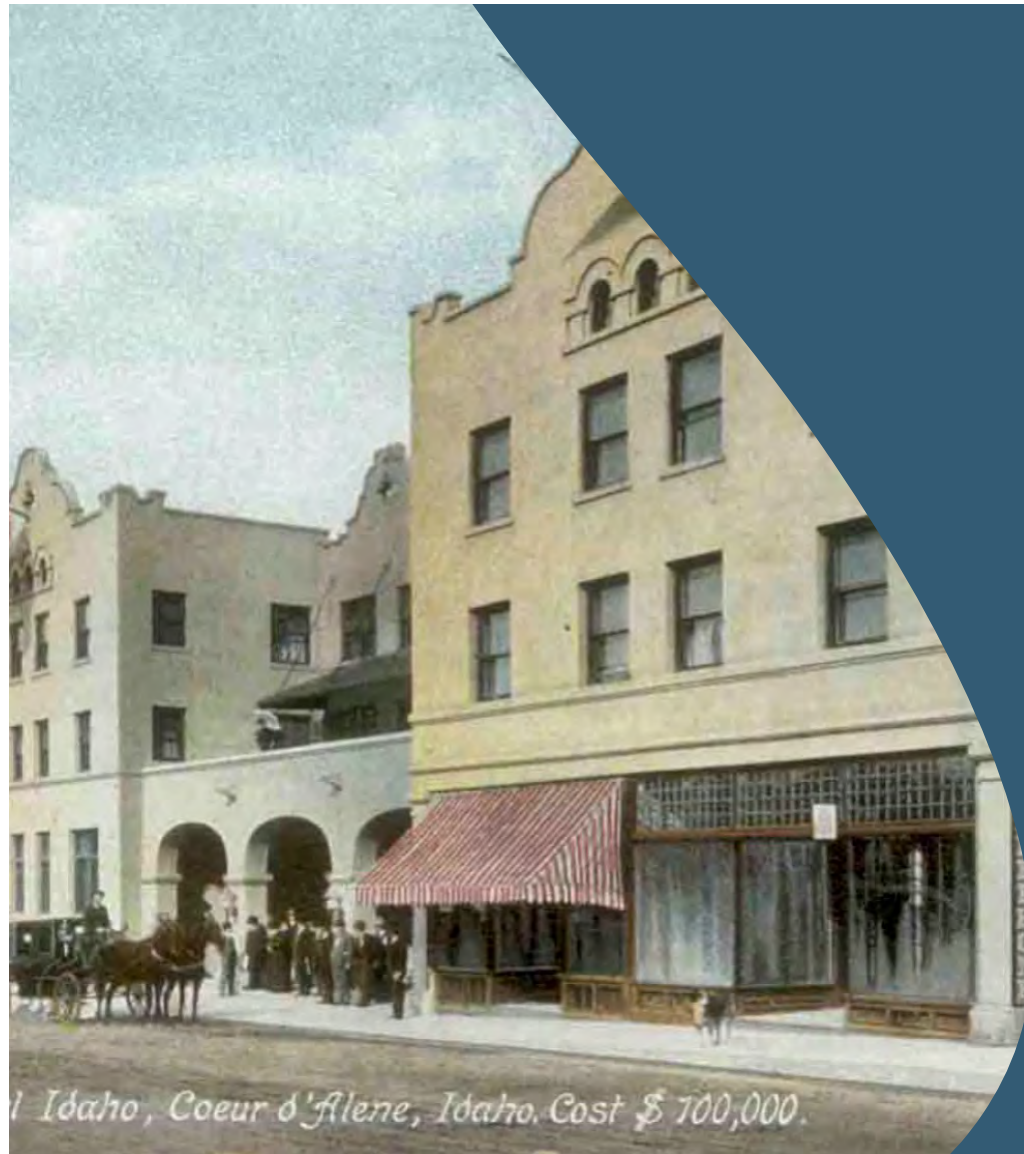
Goal 1

Identify and document Coeur d'Alene's historic and cultural resources

City of the Lake

Goal 2

Inform and engage the people of Coeur d'Alene to better integrate historic preservation for the education, pleasure, and welfare of the community



Idaho, Coeur d'Alene, Idaho. Cost \$ 100,000.



Goal 3

Protect Coeur d'Alene's
historic and cultural
resources

Goal 4

Promote civic pride and community welfare through inclusive and equitable storytelling that strengthens the community's understanding and investment in historic preservation



Goal 1: Identify and Document

Policy 1A. Survey the city's historic resources

Policy 1B. Elevate awareness around the value of archaeological resources and the appropriate processes

Goal 2. Inform & Engage

Policy 2A. Pursue historic preservation and cultural resources continuing education opportunities for the Historic Preservation Commission, city staff, and City Councilors

Policy 2B. Incorporate historic preservation within city-wide decision-making

Policy 2C. Create opportunities for collaboration between the city and other heritage-related entities



Goal 3. Protect

Policy 3A. Utilize the historic preservation program as one avenue to strengthen the City's relationship with the Coeur d'Alene Tribe

Policy 3B. Recognize historic buildings, sites, and structures of value in the city

Policy 3C. Expand the city's ability to support historic preservation efforts

Policy 3D. Support historic property owners

Goal 4. Inclusive & Equitable

Policy 4A. Ensure that every city-funded or sponsored historic preservation project considers broad storytelling and provides groups the opportunity to tell their own stories

Policy 4B. Collaborate with other organizations working on heritage, arts, and sustainability

Action Plan

Ongoing: these proposals will continue each year and reflect ongoing efforts rather than specific tasks to accomplish

Short term: between 2022 and 2027. This phase focuses on public education and outreach, code updates, and updating the inventory with survey work from recent years

Mid-term: between 2028 and 2032. This phase builds on education and outreach and begins additional inventory work and policy updates

Long-term: between 2033 and 2037. This phase continues education, outreach, and inventory work and finalizes policy and program updates

ACTION ITEM	SUPPORTING GOAL AND POLICY	PARTICIPANTS
Work with other organizations (e.g., the Museum of North Idaho, Human Rights Consortium, Kootenai County Task Force on Human Relations, and Coeur d'Alene Tribe) to research and identify diverse histories in order to inform grant applications supporting survey and documentation work for these histories. See recommendation 3.3.1-m.	Goal 4, Policy 4B	City Staff, HPC, Museum of North Idaho, Human Rights Consortium, Kootenai County Task Force on Human Relations, and Coeur d'Alene Tribe

Table 12. Action Plan for Proposals (Short Term)

ACTION ITEM	SUPPORTING GOAL AND POLICY	PARTICIPANTS
Adopt a standard inadvertent discovery plan (IDP) for use on projects requiring a Ground Disturbance Permit under Chapter 15.40 Ground Disturbance where soil is to be moved or removed. See recommendation 3.3.5-b.	Goal 1, Policy 1B	City Staff, City Council, Coeur d'Alene Tribe
Work with the Coeur d'Alene Tribe THPO and the SHPO to provide training for City public works staff and field crews related to archaeological deposits. See recommendation 3.3.5-d.	Goal 1, Policy 1B	City Staff, Coeur d'Alene Tribe, SHPO
Develop a packet or binder for all incoming commission members outlining the basics of historic preservation, how to deliberate in meetings, and the standards for decision-making. See recommendation 3.2.1-l.	Goal 2, Policy 2A	City Staff
Contact the Coeur d'Alene Tribal Historic Preservation Office (THPO) to participate in one of the Tribe's Cultural Resource Awareness Training programs. The Coeur d'Alene Tribe offers this as a free service and should be repeated on a regular basis.	Goal 2, Policy 2A	City Staff, HPC, Coeur d'Alene Tribe



Questions?

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

November 2, 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 November 2, 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.

INVOCATION: Pastor Mike Maksimowicz with Ignite the World Ministries provided the invocation.

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

LEAF FEST 2021 UPDATE: Streets and Engineering Lead Field Worker Justin Kimberling announced that leaf pick up will begin November 8, 2021, ending at the beginning of December, weather dependent. He noted the partnership between Streets and Parks Departments as being integral in getting the job done. He noted that they are using six (6) electronic reader boards to announce to the community where they will be in addition to updating the webpage. He noted that the leaf grinding will take place at the Street Department complex, then they are taken to the airport area to be spread around for top soil. He explained that the leaf pick up is an effort to keep the leaves from the storm drains, which leads to the lake. Mr. Kimberling reminded citizens to keep the streets open and to not place bagged leaves in the street as they will not be able to be included in the pickup. Likewise, once the leaves have been picked up, please do not rake more leaves in to the streets as the department only comes through the one time. Citizens can keep up with the crews pick up schedule at: www.cdaid.org/leafmaps.cdaid.org/leaf. Mayor Widmyer noted this is one of the city services our residents really appreciate.

PUBLIC COMMENTS:

Jeanette Laster, CDA, Executive Director of the Human Rights Educational Institute, noted their partnerships includes educational partners throughout the community. She noted citizen concerns regarding discrimination, harassment, and distribution of literature. She explained that

their agency connects citizens to resources. A current common complaint is the distribution of disturbing literature, and they encourage criminal reporting to the Police Department. She provided a photocopy of some items provided to the Institute that have been found around town, as well as a breakdown of complaints over the past six months. She believes the statistics are beneficial in obtaining grants, such as the three (3) grants recently received for educational programming. They have provided community speakers and will be hosting Diane Kalen-Sukra from Canada regarding community civility.

ANNOUNCEMENTS:

Councilmember Miller noted the Regional Housing and Growth Issues Partnership assessment will be provided to the community in November and will include some economic data; and they were currently working on an education component and different housing management structures. A new partner, Avista Foundation, is joining in funding the additional information. The Historic Preservation Commission and staff are going to be providing the draft plan to Council for review before the November 16 Council presentation. The Library had a successful pumpkin give away, with the support of the Wastewater Department who grew the 500 pumpkins that were given away. The Library is working with Kootenai Health on utilizing a grant to fund a program called “born reading” that puts books and literacy information in the hands of families with newborns.

Councilmember Gookin noted that Council loves to help citizens and problem-solve; however, occasionally, he gets anonymous complaints which makes it difficult to help without interacting with the person.

Councilmember English noted that there was a tabloid recently provided to the community. There was some information included that he feels he should address; specifically, the tabloid references the recently approved public art piece. He clarified that this art piece has gone through the selection process, and that he served on the selection committee. It is a human rights piece that will go in by the carousel, and some people are upset by it. He wanted to make it clear that it has already been voted on and it will be installed soon. He thinks it will be a piece the community will be proud of. He noted that he is a person of faith, yet tries to keep it out of his position as a councilmember. The article referred to the leadership that voted for it as abominations, but he believes it is a piece that upholds values.

Mayor Widmyer asked for the Appointments of Scott Cranston, Bridget Hill, and Ginny Tate to the Parks and Recreation Commission.

MOTION: Motion by Evans, seconded by McEvers, to appoint Scott Cranston, Bridget Hill, and Ginny Tate to the Parks and Recreation Commission. **Motion carried, with Gookin voting in opposition.**

CONSENT CALENDAR:

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)
6. **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.

MOTION: Motion by McEvers, seconded by Miller, to approve the Consent Calendar as presented, including **Resolution No. 21-064**.

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

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.

STAFF REPORT: Assistant Water Director Kyle Marine requested approval of the bid award to Specialty Pump Services, Inc. for the Annie Well rehabilitation project. He noted that they do an annual review of all the well houses. This year, they determined that it was time to look at Annie Well. The Annie Well was originally installed in 2004 to 353' deep. It has a tested production capacity of nearly 2500 gallons per minute (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. 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. The well will be inspected through a video to determine if additional cleaning will be required as part of the optional bid.

DISCUSSION: Councilmember McEvers asked for clarity about the lifespan of the well. Mr. Marine noted that the well was installed in 2004, two years later there were issues with balance. However, a well usually has a lifespan of 10-12 years based on hours of run time. Councilmember English complimented the Department for the maintenance schedule, planning for future needs and the overall good job of taking care of the equipment.

MOTION: Motion by McEvers, seconded by Miller, to approve **Resolution No. 21-065**, approving a Contract to Specialty Pump Services, Inc. as awarded low bidder for the Annie Well Pump Rehabilitation Project.

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

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

The meeting was adjourned at 6:30 p.m.

ATTEST:

Steve Widmyer, Mayor

Renata McLeod, CMC
City Clerk

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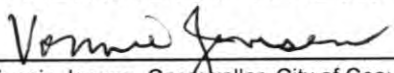
NOV 9 2021

CITY CLERK

City of Coeur d Alene
Cash and Investments
10/31/2021

Description	City's Balance
U.S. Bank	
Checking Account	4,737,481
Checking Account	72,772
Checking Account	72,600
Investment Account - Police Retirement	596,706
Investment Account - Cemetery Perpetual Care Fund	1,194,302
Idaho Central Credit Union	
Certificate of Deposit	276,218
Idaho State Investment Pool	
State Investment Pool Account	55,344,743
Spokane Teacher's Credit Union	
Certificate of Deposit	258,129
Numerica Credit Union	
Certificate of Deposit	1,027,130
Cash on Hand	
Treasurer's Change Fund	1,350
Total	<u>63,581,431</u>

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



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

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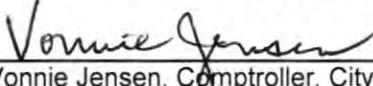
NOV 9 2021

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

CITY CLERK

FUND	BALANCE 9/30/2021	RECEIPTS	DISBURSE- MENTS	BALANCE 10/31/2021
<u>General-Designated</u>	\$1,860,992	\$404,847	\$2,705	\$2,263,134
<u>General-Undesignated</u>	13,004,541	7,809,127	9,423,819	11,389,849
<u>Special Revenue:</u>				
Library	315,313	3,159	145,681	172,791
CDBG	(52,550)	89,937	80,571	(43,184)
Cemetery	208,942	44,580	62,309	191,213
Parks Capital Improvements	499,266	18,807	1,257	516,816
Impact Fees	5,429,628	120,187	5,162	5,544,653
Annexation Fees	327			327
American Recovery Plan	4,329,665		204,740	4,124,925
Cemetery P/C	1,236,419	5,661	18,804	1,223,276
Jewett House	136,982	1,927	1,540	137,369
Reforestation	29,028	3	5,028	24,003
Street Trees	173,985	6,316	766	179,535
Community Canopy	2,899		3	2,896
Public Art Fund	63,193	6	2,339	60,860
Public Art Fund - ignite	626,021	57	8,977	617,101
Public Art Fund - Maintenance	135,186	13	153	135,046
<u>Debt Service:</u>				
2015 G.O. Bonds	105,090	1,162	100	106,152
<u>Capital Projects:</u>				
Street Projects	514,377	205,047	133,572	585,852
<u>Enterprise:</u>				
Street Lights	143,726	52,231	72,178	123,779
Water	(622,707)	1,127,965	899,588	(394,330)
Water Capitalization Fees	8,782,476	225,367	8,350	8,999,493
Wastewater	10,269,323	251,412	3,104,325	7,416,410
Wastewater - Equip Reserve	1,447,253	27,500		1,474,753
Wastewater - Capital Reserve	2,500,000	1,000,000		3,500,000
WWTP Capitalization Fees	5,909,914	424,443	5,618	6,328,739
WW Property Mgmt	60,668			60,668
Sanitation	1,760,815	511,043	491,772	1,780,086
Public Parking	580,318	362,107	16,592	925,833
Drainage	1,426,401	86,873	40,443	1,472,831
Wastewater Debt Service	2,353,265	2,514,001	1,346,470	3,520,796
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	-	256,419		256,419
Police Retirement	616,108	15,600	32,881	598,827
Sales Tax	2,010	2,506	2,010	2,506
BID	258,686	22,976	295	281,367
Homeless Trust Fund	-	640		640
GRAND TOTAL	\$64,107,560	\$15,591,919	\$16,118,048	\$63,581,431

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



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

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
ONE MONTH ENDED
October 31, 2021

RECEIVED

NOV 9 2021

CITY CLERK

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 10/31/2021	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$260,153	\$17,841	7%
	Services/Supplies	9,692		
Administration	Personnel Services	220,154	16,836	8%
	Services/Supplies	2,920		
Finance	Personnel Services	719,191	54,323	8%
	Services/Supplies	579,455	245,773	42%
Municipal Services	Personnel Services	1,289,332	99,349	8%
	Services/Supplies	931,896	63,331	7%
	Capital Outlay			
Human Resources	Personnel Services	356,011	27,850	8%
	Services/Supplies	78,871	14,116	18%
Legal	Personnel Services	1,256,687	100,438	8%
	Services/Supplies	56,853	32	0%
Planning	Personnel Services	657,218	51,332	8%
	Services/Supplies	57,300	449	1%
	Capital Outlay			
Building Maintenance	Personnel Services	368,824	23,068	6%
	Services/Supplies	239,075	11,395	5%
	Capital Outlay	95,000		
Police	Personnel Services	15,896,728	1,587,833	10%
	Services/Supplies	1,768,232	7,459	0%
	Capital Outlay	329,840		
Fire	Personnel Services	10,829,600	831,358	8%
	Services/Supplies	692,976	11,937	2%
	Capital Outlay	25,000		
General Government	Services/Supplies	47,180	(79)	0%
	Capital Outlay			
Police Grants	Personnel Services	77,961	5,934	8%
	Services/Supplies			
	Capital Outlay			
CdA Drug Task Force	Services/Supplies	35,000	600	2%
	Capital Outlay			
Streets	Personnel Services	3,220,429	258,903	8%
	Services/Supplies	1,860,134	3,121	0%
	Capital Outlay	90,000		
Parks	Personnel Services	1,919,367	123,882	6%
	Services/Supplies	698,100	(6,009)	-1%
	Capital Outlay			

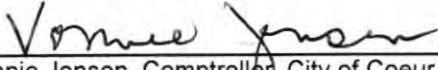
CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 ONE MONTH ENDED
 October 31, 2021

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 10/31/2021	PERCENT EXPENDED
Recreation	Personnel Services	574,567	43,129	8%
	Services/Supplies	180,850	656	0%
	Capital Outlay			
Building Inspection	Personnel Services	964,436	73,259	8%
	Services/Supplies	39,928	3	0%
	Capital Outlay			
Total General Fund		<u>46,428,960</u>	<u>3,668,117</u>	<u>8%</u>
Library	Personnel Services	1,388,065	107,941	8%
	Services/Supplies	228,000		
	Capital Outlay	180,000		
CDBG	Personnel Services	72,250	5,557	8%
	Services/Supplies	478,122	10,000	2%
Cemetery	Personnel Services	209,640	15,490	7%
	Services/Supplies	117,400	5,661	5%
	Capital Outlay	87,000	30,000	34%
Impact Fees	Services/Supplies	769,000		
Annexation Fees	Services/Supplies	175,000		
Parks Capital Improvements	Capital Outlay	465,460	90	0%
Cemetery Perpetual Care	Services/Supplies	166,500	13,736	8%
Jewett House	Services/Supplies	26,353	117	0%
Reforestation	Services/Supplies	6,500		
Street Trees	Services/Supplies	112,000	600	1%
Community Canopy	Services/Supplies	1,500		
Public Art Fund	Services/Supplies	461,300	10,382	2%
		<u>4,944,090</u>	<u>199,573</u>	<u>4%</u>
Debt Service Fund		<u>878,408</u>		

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
ONE MONTH ENDED
October 31, 2021

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 10/31/2021	PERCENT EXPENDED
LaCrosse Ave / NW Blvd	Capital Outlay			
Seltice Way Sidewalks	Capital Outlay			
Traffic Calming	Capital Outlay	40,000		
Kathleen Avenue Widening	Capital Outlay	755,000		
US 95 Upgrade	Capital Outlay			
15th Street	Capital Outlay			
LHTAC Pedestrian Safety	Capital Outlay	605,000		
Downtown Signal Imprvmnts	Capital Outlay			
Atlas Waterfront Project	Capital Outlay			
NW Blvd Traffic Signals	Capital Outlay			
		1,400,000		
Street Lights	Services/Supplies	658,900	2,677	0%
Water	Personnel Services	2,497,479	163,199	7%
	Services/Supplies	5,095,931	90,610	2%
	Capital Outlay	4,713,500	2,633	0%
Water Capitalization Fees	Services/Supplies	2,650,000		
Wastewater	Personnel Services	3,034,430	218,681	7%
	Services/Supplies	7,949,068	12,610	0%
	Capital Outlay	9,735,000		
	Debt Service	4,194,992	1,346,470	32%
WW Capitalization	Services/Supplies	3,840,853		
Sanitation	Services/Supplies	4,562,297	41,226	1%
Public Parking	Services/Supplies	1,718,619	12,712	1%
	Capital Outlay			
Drainage	Personnel Services	229,876	18,480	8%
	Services/Supplies	1,001,862	2,700	0%
	Capital Outlay	890,000		
Total Enterprise Funds		52,772,807	1,911,998	4%
Kootenai County Solid Waste		2,900,000		
Police Retirement		192,235	15,933	8%
Business Improvement District		176,000		
Homeless Trust Fund		8,000		
Total Fiduciary Funds		3,276,235	15,933	0%
TOTALS:		\$109,700,500	\$5,795,621	5%

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


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

RESOLUTION NO. 21-066

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE FOLLOWING: DESTRUCTION OF RECORDS FROM THE FINANCE, WATER, AND MUNICIPAL SERVICES DEPARTMENTS; PURCHASE OF A MIOX ONSITE CHLORINE GENERATOR FROM FILTRATION TECHNOLOGY, INC.; CONTRACT WITH THORCO, INC., FOR INSTALLATION OF TRAFFIC SIGNAL EQUIPMENT AT KATHLEEN AVE. AND GOVERNMENT WAY; PURCHASE OF ARMOR CAST METER BOXES FROM FERGUSON WATERWORKS; AND FINAL PLAT, SUBDIVISION IMPROVEMENT AGREEMENT, AND SECURITY FOR THE MEASOM ADDITION.

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

- A) Destruction of records from the Finance, Water, and Municipal Services Departments in accordance to the Records Retention Schedule;
- B) Purchase of a MIOX Onsite Chlorine Generator from Filtration Technology, Inc., in the amount of \$84,400.00;
- C) Contract with Thorco, Inc., for the installation of traffic signal equipment at the intersection of Kathleen Ave. and Government Way in the amount of \$76,640.00;
- D) Purchase of Armor Cast Meter boxes for the Yardley replacement project from Ferguson Waterworks for \$94,435.80;
- E) Final Plat, Subdivision Improvement Agreement and Security for the Measom Addition (S-3-21); 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 and taken 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 the contract 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 contract and other action documents, so long as the substantive provisions of the contract 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 contract and other documents as may be required on behalf of the City.

DATED this 16th 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 16, 2021

FROM: RENATA MCLEOD, MUNICIPAL SERVICES DIRECTOR/CITY CLERK

RE: REQUEST FOR DESTRUCTION OF RECORDS

DECISION POINT: To authorize the destruction of certain public records in accordance with the City's records retention schedule?

HISTORY: The Finance Department is requesting the destruction of records that have surpassed the retention period and requests the destruction, specifically semi-permanent records including fleet inventory, journal entries, petty cash/trail balance and daily adjustment records. Other records include service requests, billing calendars, fixed asset files and various payroll records. The Water Department is requesting the destruction of several temporary records from 1993 through 2018, including permits, bulk water and cross connection files, locate request, service orders, and training files. Temporary records are only required to have a two-year retention period. Additionally, the Municipal Services Department seeks to destroy bid specifications older than 2019; Boise vehicle use log prior to October 2019; annual permits 2016 and older, and business licenses 2016 and older, as set forth in the destruction of records schedule. The destruction of these files will also provide needed storage space. Documentation from the departments is attached.

PERFORMANCE ANALYSIS: Because of the lack of storage space, records are routinely reviewed to determine if the necessity of maintaining the record is warranted. Because the attached list of records has exceeded the time required to maintain them and their useful life has been exhausted, it is necessary to purge these files in order to maintain storage space for future records. This request is in accordance to the approved Records Retention Policy approved pursuant to Resolution 16-056.

DECISION POINT: To authorize staff to proceed with the destruction of records as listed pursuant to I.C. 50-907 and the City's adopted records retention schedule.

REQUEST FOR DESTRUCTION OF RECORDS
DEPARTMENT: Finance
DATE: 04/06/2021

RECORD DESCRIPTION	TYPE OF RECORD (Perm./Semi-P/Temp)	DATES OF RECORDS (From - To)
Accounts payable – check registers, proof lists and journal entries	Temporary	Prior to and including 9/2018
Accounts payable – check request vouchers showing vendor names and voucher amounts – invoices and attachments	Temporary	Prior to and including 9/2018
Parking tickets	Semi-permanent	Prior to and including 9/2015
Trial balance report	Semi-permanent	Prior to and including 9/2015
Daily Adjustment reports	Semi-permanent	Prior to and including 9/2015
Fleet Inventory	Semi-permanent	Prior to and including 9/2015
Journal Entries	Semi-permanent	Prior to and including 9/2015
Petty Cash Records	Temporary	Prior to and including 9/2018
Utility billing – Service requests (work orders); turn off lists	Semi-permanent	Prior to and including 9/2015
Bank checking account records, bank statements, deposit slips, cancelled checks and check stubs, and bank statements: bank checking account records miscellaneous	Semi-permanent	Prior to and including 9/2015
Utility billing calendar, monthly billing proofs, new owners’ lists, past due reports and payment stubs; collections spreadsheets; turn off lists; utility billing registers; meter proofs & reading schedule	Semi-permanent	Prior to and including 9/2015
Bond files	Semi-permanent	Prior to and including 9/2015
Cash receipting proofs and cash receipting tapes	Semi-permanent	Prior to and including 9/2015
Budget amendments and preparation	Semi-permanent	Prior to and including 9/2015
Revenue & Expenditure Budget summary	Semi-permanent	Prior to and including 9/2015
Fixed Asset Files and Reports	Semi-permanent	Prior to and including 9/2015
Building Permit copies from cash receipting	Semi-permanent	Prior to and including 9/2015

RECORD DESCRIPTION	TYPE OF RECORD (Perm/Semi-P/Temp)	DATES OF RECORDS (From – To)
Payroll Deductions by employee, lists deduction code, amount and total for year to date	Semi-permanent	Prior to and including 9/2015
Payroll Garnishments	Semi-permanent	Prior to and including 9/2015
Payroll records, time sheets, reports	Semi-permanent	Prior to and including 9/2015
Payroll W-2 forms held electronically	Semi-permanent	Prior to and including 9/2015
Payroll check registers	Semi-permanent	Prior to and including 9/2015
Employees Payroll Pay reports	Semi-permanent	Prior to and including 9/2015
Workman's compensation	Semi-permanent	Prior to and including 9/2015
Collection's spreadsheets	Semi-permanent	Prior to and including 9/2015
Unemployment Compensation Insurance	Semi-permanent	Prior to and including 9/2015
Grant Financial files	Semi-permanent	Prior to and including 9/2015
Letter of Agreement	Semi-permanent	Prior to and including 9/2015
Sewer connection fees & rate issues and letters	Semi-permanent	Prior to and including 9/2015
Travel / Training expenses	Semi-permanent	Prior to and including 9/2015

REQUEST FOR DESTRUCTION OF RECORDS
DEPARTMENT: Water
DATE: 5/11/2021

RECORD DESCRIPTION	TYPE OF RECORD (Perm./Semi-P/Temp)	DATES OF RECORDS (From - To)
Accounts Payable Proof List	Temporary	FY2018
Bulk Water Files	Temporary	2017 – 2018
Commercial Permits	Temporary	2018
Conservation Credit File	Temporary	2006 – 2018
Cross Connection Files	Temporary	2018
Locates	Temporary	2018
Residential Permits	Temporary	2018
Service Work Orders	Temporary	2018
Training Files	Temporary	1993 – 1994, 1998-2001

REQUEST FOR DESTRUCTION OF RECORDS
DEPARTMENT: Municipal Services
DATE: 10/11/21

RECORD DESCRIPTION	TYPE OF RECORD (Perm./Semi-P/Temp)	DATES OF RECORDS (From - To)
Bid Packet/Specifications	Temporary	Prior to October 2019
City Vehicle Reservation log (Boise)	Temporary	Prior to October 2019
Annual Permits	Semi-permanent	2016 and older
Business Licenses	Semi-permanent	2016 and older

**CITY COUNCIL
STAFF REPORT**

DATE: November 16, 2021

FROM: Kyle Marine, Assistant Water Director

SUBJECT: Request to purchase a new MIOX Onsite Chlorine Generator

DECISION POINT:

Should City Council approve the purchase of a new MIOX Onsite Chlorine Generator from Filtration Technology?

HISTORY:

Prior to 2009, the City of Coeur d'Alene Water Department historically utilized gas chlorination for disinfection of the potable water supply. Chlorine gas is inherently dangerous if improperly handled and is extremely poisonous and highly corrosive. The Water Department began looking for much safer alternatives and opted to try sodium hypochlorite generation onsite. The process uses common table salt and electricity to generate a weak sodium hypochlorite solution for disinfection. In 2009 the first onsite chlorine generator was purchased and installed at the 4th Street Well. The cells have a limited operational life, averaging about ten years. Spare parts will be scavenged from the unit replaced and the remainder will be scrapped. The other unit will be furnished and installed at the Landing well site.

FINANCIAL ANALYSIS:

This project is included in our FY 2022 financial plan to replace the failing MicroClor onsite chlorine generator at the Landings Well with a new MIOX onsite chlorine generator. The current budget for the replacement of the existing Landings Well MicroClor chlorine generator is \$110,000.00 which includes necessary electrical and plumbing modifications. Water Department staff received 2 quotes for the chlorine generators. One from Filtration Technology, Inc., for the amount of \$84,400 (MIOX) (this includes installation) and the other from UGSI Solutions (MicroClor) for the amount of \$105,700 (they do not install).

PERFORMANCE ANALYSIS:

The MIOX onsite chlorine generator has an anticipated life expectancy of about ten years depending on annual hours used. The new unit is expected to be installed and operational prior to well activation for the 2022 summer season.

DECISION POINT/RECOMMENDATION:

Council should approve the purchase of a MIOX Onsite Chlorine Generators from Filtration Technology for the amount of \$84,400.00.



November 16, 2021

Filtration Technology, Inc.
2218 S. Crosscreek Ln.
Boise, ID 83706-6707

To Whom It May Concern:

The purpose of this letter is to confirm our agreement regarding the purchase and installation of a MIOX Generator and associated equipment at the Landings Well for the City of Coeur d'Alene. We have agreed that starting on or about 2-7-2022, work will commence and be completed by 3-31-2022. The scope of work includes the installation of the generator as described in Attachment "A." It is further agreed that Filtration Technology, Inc., (hereinafter referred to as the "Contractor") will indemnify, defend and hold the City harmless for any and all causes of action arising from any tortuous act or omission by Contractor, its employees, subcontractors, agents, and officers in performing this job. Payment will be made only after completion of the work and approval by the City, and after the City has received satisfactory evidence that all due or delinquent taxes have been paid. Invoices should be mailed to this office's address.

The total amount to be paid for the work shall be Eighty-four thousand four-hundred and no/100 Dollars (\$84,400.00). Unless otherwise agreed in writing, the City shall not pay any cost or expense in excess of that amount.

Before commencing work, Contractor must provide the following to the City Clerk: (1) this completed and signed Letter of Agreement; (2) a completed W9; (3) a certificate of liability insurance policy which names the City as an additional insured with minimum policy limits of \$500,000 for bodily or personal injury, death, or property damage or loss as a result of any one accident or occurrence; (4) proof of worker's compensation insurance, if required; and (5) proof of a public works contractor license.

The City and the Contractor recognize that time is of the essence and failure of the Contractor to complete the work within the time allowed shall result in damages being sustained by the City. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the Contractor shall fail to complete the work within the above time limit, or any extension granted by City in writing, the Contractor shall pay to the City or have withheld from moneys due, liquidated damages at the rate of Five hundred and no/100 Dollars (\$500.00) per calendar day, which sums shall not be construed as a penalty.

Additionally, Idaho law (I.C. § 44-1001) requires that, for all construction, repair or maintenance work performed for the City, the Contractor shall employ 95% bona fide Idaho residents on the job unless the Contractor employs fewer than 50 people. In that case, up to 10% nonresidents may be employed on the job.

The Contractor affirmatively acknowledges that no person shall be discriminated against on the grounds of race, color, sex, sexual orientation, gender identity, or national origin in employment on this project.

Please acknowledge this agreement and return to this office.

Date _____



CONTRACTOR ACCEPTANCE OF TERMS

Name (individual or company): _____

Authorized Signature: _____ Title: _____

Printed Name and Title: _____

ATTACHMENT "A"

- Wall mount filter with gauges and isolation valves.
- Kinetico Softener and all accessories.
- Re-use existing brine tank, supply and install simple float assembly, split hinged lid, BrineGuard, and all accessories (salt supplied by City)
- MIOX #ABM15SC self-cleaning mixed oxidant generator cabinet, wall mount, 1PH/230V, PLC/HMI, 30 amp, designed to produce a minimum of 15 ppd, spare parts kit: temp sensor, filters, rupture discs

Re-use and modify as required existing oxidant tank, 18" float assembly, true-union isolation PVC/viton ball valve, flex connector, tie piping to existing chem. feed pump supply piping.

- Installation: Idaho public works contractor certified; all piping as required.
- Start-up and training.
- All equipment shall meet NSF requirements-certified for public drinking water.

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: November 16, 2021
FROM: Chris Bosley – City Engineer
SUBJECT: Approval of Contract with Thorco, Inc., for the installation of traffic signal equipment at the intersection of Kathleen Avenue and Government Way.

DECISION POINT:

Should Council approve a contract with Thorco, Inc., for the installation of traffic signal equipment at Kathleen Avenue and Government Way?

HISTORY:

The Kathleen Avenue Widening Project was approved by Council on November 8, 2018. These signal upgrades (relocations with longer mast arms) are required to be completed prior to the widening. The City has purchased the signal equipment and the contractor will perform the installation. Quotes for the work were solicited, with the low responsive bidder being Thorco, Inc., at \$76,640.00.

FINANCIAL ANALYSIS:

The financial requirement for the work described in this contract is in the current financial plan, capital projects. (Kathleen Avenue Widening line \$755,000.00)

PERFORMANCE ANALYSIS:

Approval of this contract will allow for the required signal upgrades to be completed this year for the Kathleen Avenue Widening Project to be completed in 2022.

DECISION POINT/RECOMMENDATION:

Council should approve the contract with Thorco, Inc., for the installation of traffic signal equipment at Kathleen Avenue and Government Way.

CONTRACT
For
Traffic Signal Installation
(Kathleen Avenue Widening Project)

THIS CONTRACT is made and entered into this 16th 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 **THORCO, INC.**, a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at 4950 N. Manufacturing Way, Coeur d'Alene, Idaho.

W I T N E S S E T H:

WHEREAS, the **CONTRACTOR** has been awarded the contract for Traffic Signal Installation and traffic control for the Kathleen Avenue Widening Project pursuant to contract documents on file in the office of the City Clerk of said the **CITY**, which contract documents are incorporated herein by reference.

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

The **CONTRACTOR** shall indemnify, defend and hold the **CITY** harmless from all claims arising from the **CONTRACTOR**'s actions or omissions in the performance of this contract and, to that end, shall maintain liability insurance naming the **CITY** as an additional insured in the amount of at least Five Hundred Thousand Dollars (\$500,000) for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the limits for such policy shall be at least those provided for under 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 equal to the sum of the total price bid by the **CONTRACTOR** for the work. The total amount of the contract shall not exceed Seventy-Six Thousand Six Hundred Forty and no/100 Dollars (\$76,640.00).

Payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided that the **CONTRACTOR** has obtained from the Idaho State Tax Commission and submitted to the **CITY** a release of liability for taxes (Form 10-248-79).

The work shall commence no later than ten (10) days after the date of the Notice to Proceed issued by the **CITY**. Work on the project shall not commence until all required materials have been delivered to the project site and approval of all shop drawings, traffic control plans and submittals have been granted. In any event, work shall begin no earlier than November 1, 2021, and no later than December 31 2021. The **CONTRACTOR** shall complete all work impacting traffic within 3 Calendar Days. The **CONTRACTOR** shall achieve substantial completion within 5 calendar days after commencement of work. Substantial completion is defined as installing all of the traffic signal equipment and repair work. The **CONTRACTOR** must **notify Chris Bosley, PE, at the City of Coeur d'Alene (208-769-2216) five calendar days before work begins.**

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 Five Hundred and No/100 Dollars (\$500) 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 fewer persons are employed by the **CONTRACTOR**, in which case the **CONTRACTOR** may employ ten percent (10%) nonresidents; provided, however, in all cases the **CONTRACTOR**, must give preference to the employment of bona fide residents of Idaho in the performance of said work.

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

1. To pay promptly when due all taxes (other than on real property), excise, 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, excise, and license fees are not payable at the end of said term but liability for said payment thereof exists, even though the same constitutes a lien upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and
3. That in the event of his default in the payment or securing of such taxes, excise, 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 the **CONTRACTOR** is liable.

The **CONTRACTOR** further agrees, in consideration for 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 contract documents, the unit prices as set forth in the written bid of the **CONTRACTOR** are hereby made part of this contract.

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

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

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

- N) Special Provisions
 - O) Plans
 - P) Addenda
- No. _____, dated _____, _____

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

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this contract on behalf of the **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,
KOOTENAI COUNTY, IDAHO

CONTRACTOR:
Thorco Incorporated

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.

**CITY COUNCIL
STAFF REPORT**

DATE: November 16, 2021
FROM: Kyle Marine, Water Assistant Director
SUBJECT: Purchase of meter boxes for Yardley replacement.

DECISION POINT: Should City Council approve the purchase of armor cast meter boxes for the Yardley replacement project from the lowest responsive bidder, Ferguson Waterworks, for \$94,435.80?

HISTORY: From 1970 to about 1982, the City installed thousands of services throughout the City with a poly pipe called Yardley. It turns out that Yardley has a lifespan of a little over 30 years and we are experiencing high volumes of service line breaks. Therefore, the City has adopted an annual Yardley replacement project that replaces anywhere between 100 and 300 Yardley services a year to try to minimize the failures.

FINANCIAL ANALYSIS: Three bids were received from local distributors: one from Ferguson Waterworks for a total of \$94,435.80; another from HD Fowler for the amount of \$98,867.60; and from Consolidated Supply for \$99,672.56. Due to supply and demand issues, along with a series of sudden price increases, we have received approval from the Finance Department to move forward with the purchase prior to Council approval. Funding for this project is included in our 2021 – 2022 FY budget with a total line item of \$650,000.

PERFORMANCE ANALYSIS: Staff has documented areas and cataloged most of the Yardley services within the City limits and utilizes documented areas of failure along with chip seal and street overlay areas to determine the best location for this year's Yardley replacement. This year we are looking to finish out Fairways and move into the Pine Grove subdivision.

DECISION POINT/RECOMMENDATION: City Council should approve the purchase of 120 Armorcast meter boxes from the lowest responsive bidder, Ferguson Waterworks, for the amount of \$94,435.80.

FERGUSON WATERWORKS #3011

Price Quotation

Phone: 509-468-1899

Fax: 509-922-6389

Bid No: B406954
Bid Date: 10/27/21
Quoted By: EMA

Cust Phone: 208-769-2300
Terms: NET 10TH PROX

Customer: CITY OF COEUR D ALENE
710 MULLAN AVE
COEUR D ALENE, ID 83814

Ship To: CITY OF COEUR D ALENE
710 MULLAN AVE
COEUR D ALENE, ID 83814

Cust PO#: QUOTE #5

Job Name:

Item	Description	Quantity	Net Price	UM	Total
AA6001946PCX18	13X24X18 RPM MTR BX 20K	240	209.570	EA	50296.80
AA6001946PCX12	13X24X12 RPM MTR BX 20K	120	125.930	EA	15111.60
AA60011866RCIH10	13X24 CVR CI HNGD RDR H10 CDA	120	99.510	EA	11941.20
AA6001640PCX18	17X30X18 RPM MTR BX 20K	40	263.490	EA	10539.60
A6001640PCX12	17X30X12 RPM BX	20	159.450	EA	3189.00
A6001643RCIH10C	17X30 CVR CI HNGD RDR 5X7 H10 CDA	20	167.880	EA	3357.60
Net Total:					\$94435.80
Tax:					\$0.00
Freight:					\$0.00
Total:					\$94435.80

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=1808&on=56535>



PERSONAL PROPERTY & SERVICES PRICE REASONABLENESS FORM

To: **Finance Department**

From:

Date:

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: _____

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

If non-budgeted – Date Council approved: _____

Competitive Quotes Obtained:

1st vendor name and price: _____

2nd vendor name and price: _____

3rd vendor name and price: _____

If Competitive Quotes not obtained, provide Price Reasonableness Analysis: _____

Vendor Awarded: _____ Date: _____

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

Department Head Signature: _____

Department: _____ Date: _____

Comptroller Approval Signature: _____

**CITY COUNCIL
STAFF REPORT**

DATE: November 16, 2021
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: **S-3-21 Measom Addition: Final Plat, Subdivision Improvement Agreement and Security Approval**

DECISION POINT

Staff is requesting the following:

1. Approval of the final plat document, a five (5) lot residential development.
2. Acceptance of the furnished subdivision improvement agreement and accompanying security.

HISTORY

- a. Applicant: Russ Helgeson, PE
Frame & Smetana
603 N. Fourth Street
Coeur d'Alene, ID 83814
- b. Location: .38 Acre Parcel Located at the South East Corner of 8th St. and Lakeside Ave.
- c. Previous Action:
 1. Preliminary plat approval, March 2021

FINANCIAL ANALYSIS

The developer is furnishing security in the amount of \$22,680.00 which covers the outstanding cost of the uninstalled infrastructure installations that are required for this development.

PERFORMANCE ANALYSIS

The developer has completed the necessary subdivision agreement and is bonding for the outstanding infrastructure items (Asphalt paving of the alley and 3 street patches) in order to receive final plat approval. The installation of the agreement and security enables the developer to receive final plat approval and sell platted lots, however, occupancies will not be allowed until all infrastructure installation has been completed, and, the improvements accepted by the City. The developer has stated that all infrastructure installations will be complete by June 30, 2022.

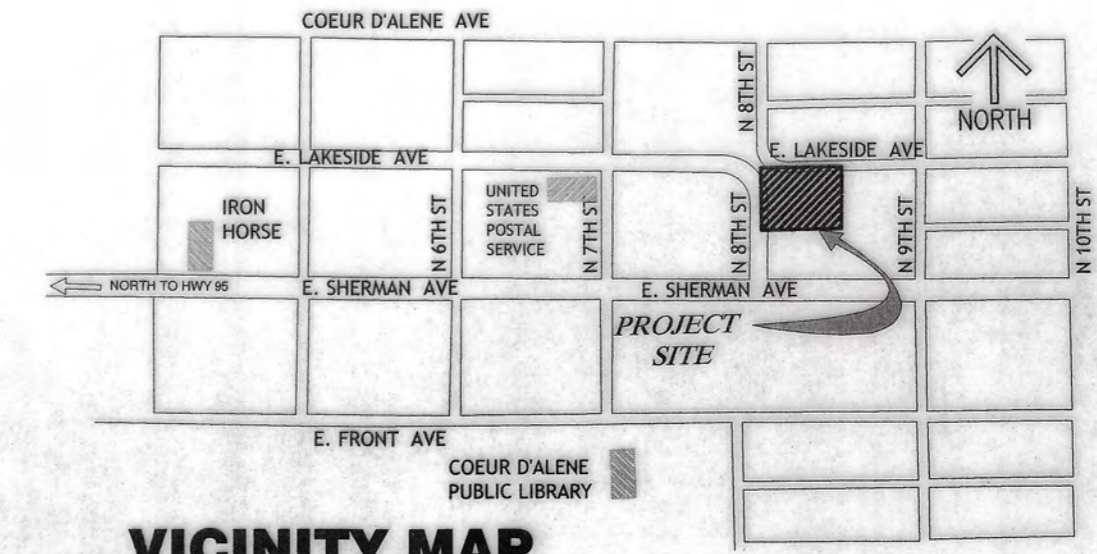
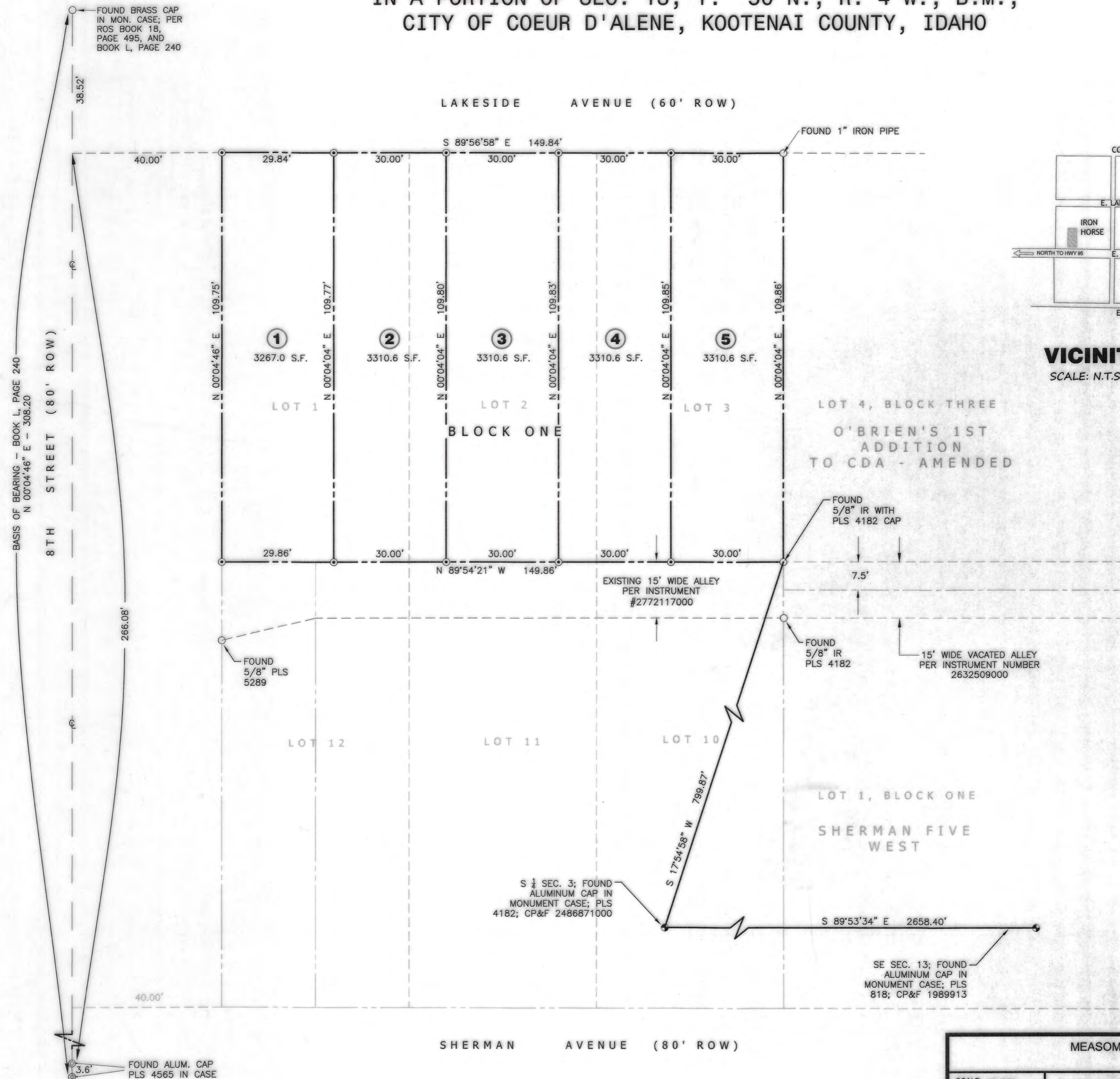
DECISION POINT RECOMMENDATION

1. Approve the final plat document.
2. Approve the subdivision improvement agreement and accompanying security.

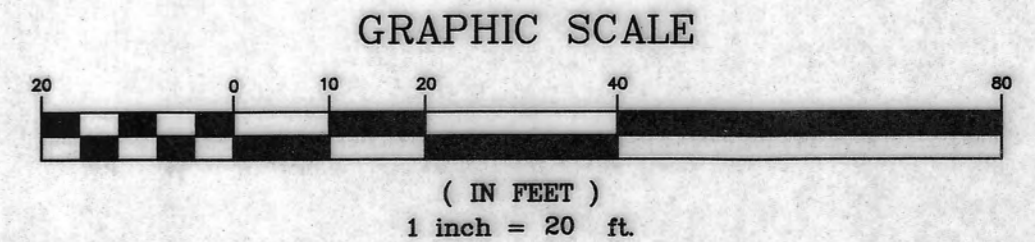
MEASOM ADDITION

BOOK , PAGE
INST. No.

A SUBDIVISION OF LOTS 1, 2, AND 3, BLOCK THREE,
AMENDED O'BRIEN'S 1ST ADDITION TO CDA
IN A PORTION OF SEC. 13, T. 50 N., R. 4 W., B.M.,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



VICINITY MAP
SCALE: N.T.S.



LEGEND

- FOUND MONUMENTS AS NOTED.
- ⊙ SET 5/8" X24" REBAR WITH PVC CAP MARKED "PLS 5289".

REFERENCES

PLAT OF O'BRIEN'S 1ST ADD. BOOK A, PAGE 99
PLAT OF SHERMAN FIVE WEST, BOOK L, PAGE 240
CITY ORD. #144
ROS BOOK 18, PAGE 495

NARRATIVE

THIS SURVEY FOR REPLAT PURPOSES USING THE PLAT OF AMENDED O'BRIEN'S 1ST ADD. THE PLAT OF SHERMAN FIVE WEST, AND FOUND MONUMENTS.

PROFESSIONAL LAND SURVEYOR
REGISTERED
5289
STATE OF IDAHO
RUSSELL G. HONSAKER
Russell G. Honsaker
RUSSELL G. HONSAKER, P.L.S. #5289
11-3-21

MEASOM ADDITION			FRAME & SMETANA, PA Consulting Engineers 603 North 4th Street, Coeur d'Alene, Idaho, 83814 Ph.(208)664-2121/Fax:765-5502/Email:smetana@roadrunner.com	 SHEET 1 OF 2
SCALE: 1"=20'	JOB# O31	DRAWN BY: TRE		
DATE: 10-21-21	Sec 13,T50N,R4W	FILE: O31 PLAT.dwg		

MEASOM ADDITION

BOOK , PAGE
INST. No.

A SUBDIVISION OF LOTS 1, 2, AND 3, BLOCK THREE, AMENDED O'BRIEN'S 1ST ADDITION TO CDA
IN A PORTION OF SEC.13, T.50 N., R.4 W., B.M., CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

OWNER'S CERTIFICATE

BE IT KNOWN THAT E. ALLAN MEASOM AND CAROL MEASOM, HUSBAND AND WIFE ARE THE RECORD OWNERS OF THE REAL PROPERTY FIRST DESCRIBED IN THIS CERTIFICATE, BEING LOTS 1,2 AND 3, BLOCK THREE OF THE AMENDED PLAT OF O'BRIEN'S FIRST ADDITION TO THE TOWN OF COEUR D'ALENE, BOOK A, PAGE 99, RECORDS OF KOOTENAI COUNTY, HAVE CAUSED THE SAME TO BE SURVEYED AND DIVIDED INTO LOTS AND BLOCK TO BE KNOWN AS MEASOM ADDITION, IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 50 NORTH, RANGE 4 WEST, B.M., CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 3, AMENDED O'BRIEN'S FIRST ADDITION, SAID CORNER BEING THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID BLOCK 3, S 89°56'58" E, 149.84 FEET TO THE NORTHEAST CORNER OF SAID LOT 3, BLOCK 3 OF AMENDED O'BRIEN'S FIRST ADDITION; THENCE ALONG THE EASTERLY BOUNDARY LINE OF SAID LOT 3, BLOCK 3, S 00°04'04" W, 109.86 FEET; THENCE N 89°54'21" W, 149.86 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF 8TH STREET; THENCE ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE OF 8TH STREET, N 00°04'46" E, 109.75 FEET TO THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION, CONTAINING APPROXIMATELY 0.378 ACRE.

TOGETHER WITH AND SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, COVENANTS, RESERVATIONS, AND RESTRICTIONS OF RECORD AND IN VIEW.

THE WATER SERVICE TO EACH LOT PLATTED HEREIN TO BE PROVIDED BY THE CITY OF COEUR D'ALENE.

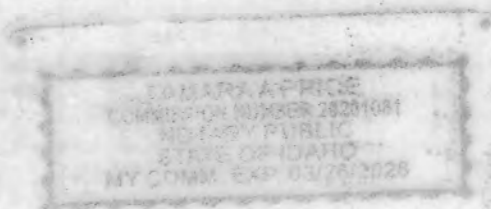
THE SANITARY SEWER SERVICE TO EACH LOT PLATTED HEREIN TO BE PROVIDED BY THE CITY OF COEUR D'ALENE.

E. Allan Measom 11/9/21
E. ALLAN MEASOM DATE

Carol Measom 11/4/21
CAROL MEASOM DATE

STATE OF IDAHO, COUNTY OF KOOTENAI, ss

ON THIS 11th DAY OF November IN THE YEAR OF 2021, BEFORE ME E. Allan and Carol Measom PERSONALLY APPEARED E. ALLAN MEASOM AND CAROL MEASOM, KNOWN OR IDENTIFIED TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.



J. A. Pico
NOTARY PUBLIC
RESIDING AT Kootenai County
MY COMMISSION EXPIRES: 3/26/26

PANHANDLE HEALTH DISTRICT I

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

DATE: 11.8.21 HEALTH DISTRICT SIGNATURE: Gary Joneland

SURVEYOR'S CERTIFICATE

I, RUSSELL G. HONSAKER, P.L.S. No. 5289, STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO AS PERTAINING TO PLATS AND SURVEYS. ALL ANGLES, DISTANCES, AND CORNERS ARE STAKED AS SHOWN ON THE PLAT.

Russell G. Honaker
RUSSELL G. HONSAKER, P.L.S. No. 5289
11-3-21



CITY COUNCIL CERTIFICATE

THIS PLAT HAS BEEN ACCEPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF COEUR D'ALENE THIS DAY OF , 20

RENATA MCLEOD - CLERK

Chris Bosley
CHRIS BOSLEY, P.E. 10804 - CITY ENGINEER

KOOTENAI COUNTY TREASURER

I HEREBY CERTIFY THIS 5 DAY OF November, 2021, THAT THE REQUIRED TAXES ON THE HEREIN DESCRIBED LAND HAVE BEEN PAID THRU 31 December 2021.

Mary Bidwell
KOOTENAI COUNTY TREASURER, Deputy Treasurer

KOOTENAI COUNTY SURVEYOR

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



RODNEY E. JONES
KOOTENAI COUNTY SURVEYOR

STATE OF IDAHO, KOOTENAI COUNTY RECORDER

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO, AT THE REQUEST OF THIS DAY OF , 20 , AT M. AND DULY RECORDED IN PLAT BOOK , PAGE . AS INSTRUMENT No. . FEE \$

KOOTENAI COUNTY RECORDER

MEASOM ADDITION			FRAME & SMETANA, PA Consulting Engineers 603 North 4th Street, Coeur d'Alene, Idaho, 83814 Ph.(208)664-2121/Fax:765-5502/Email:smetana@roadrunner.com	SHEET 2 OF 2
SCALE: N/A	JOB# 031	DRAWN BY: TRE		
DATE: 10-21-21	Sec 13, T50N, R4W	FILE: 031 PLAT.dwg		

AGREEMENT TO PERFORM SUBDIVISION WORK

Measom Addition

THIS AGREEMENT made this 16th day of November, 2021 between E. Allan Measom, whose address is 2982 W. Everwell Bay Lane, Coeur d'Alene, ID 83814, 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 Measom Addition, a five (5) lot, residential development in Coeur d'Alene, situated in the Southeast Quarter of Section 13, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to complete the following public improvements: Asphalt paving of the alley and 3 street patches, as required under Title 16 of the Coeur d'Alene Municipal Code, on or before the 30th day of June, 2022. Said improvements are more particularly described on the submitted estimate of probable construction costs dated June 6, 2021 attached as Exhibit 'A', and, shown on the civil engineering drawings titled "Measom Addition Site Development Plan", dated March 24, 2021, stamped and signed by Russell D. Helgeson, PE, #6864 of Frame & Smetana, PA Consulting Engineers, whose address is 603 N. 4th Street, Coeur d'Alene, ID 83814, on file in the City of Coeur d'Alene Engineering 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 Twenty-two Thousand Six Hundred Eighty and 00/100 Dollars (\$22,680.00) securing the obligation of the Developer to complete the subdivision 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



E. Allan Measom, Owner

ATTEST:

Renata McLeod, City Clerk



CDA PAVING AND CONCRETE SPECIALTIES

3110 N. Government Way, Cd'A, ID 83815
 Phone: 208-762-0235 Fax: 208-665-9236
 ID Contractors Registration #:RCE-1609
 ID Public Works #: PWC-C-15674-AA-4

To: NW Construction Management	Contact: Steve Swaim
Address: CDA, ID	Phone: 208-446-9673
	Fax: nwcms16@gmail.com
Project Name: Measom Addition	Bid Number:
Project Location: 8th & Lakeside, Coeur D'Alene, ID	Bid Date: 6/16/2021

Celebrating 20 years in 2021. We are CDA.


Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Alley: Grade And Compact 3/4" Minus Base Rock (4") And Pave 2" Compacted Asphalt	305.00	SY	\$36.00	\$10,980.00
2	Three Street Patches: Patch 3" Compacted Asphalt; Grade By Others	33.00	SY	\$80.00	\$2,640.00
3	Mobilization	1.00	EACH	\$1,500.00	\$1,500.00
				Total Bid Price:	\$15,120.00
				Bid Level: 150.00%	1.5
				Total:	\$22,680.00

Notes:

- Unless noted this proposal excludes: Permits, fees, bonds, testing, engineering/staking/surveying, subgrade, sawcutting, traffic control, inspections, utility adjustments, patching, striping, prevailing wages & unforeseen conditions.
- CDA Paving will not be responsible for damage to existing concrete or asphalt if it must be crossed to access the site.
- Plus sales tax when applicable in Washington State.
- A \$450.00 charge will be added to all accounts that have been liened due to non-payment per Idaho Statute 45-525.
- One Year Limited Warranty on work performed within ISPWC weather specifications.
- Drainage warranty only applies with minimum of 2% grade.
- Cancellation Policy: 10% charge after any costs incurred.
- Quantities are estimated, If area increases actual quantities will be measured and billed upon completion.
- Proposal may be withdrawn if not accepted within 30 days.
- For credit card purchases, we will happily process up to five thousand dollars (\$5,000.00) without any added fees. For charges exceeding five thousand dollars, we will assess a 2% service charge.

Payment Terms:

Net 10th of Month

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Coeur D'Alene Paving Inc.</p> <p style="text-align: center;"></p> <p>Authorized Signature:</p> <p>Estimator: Phill Weist (208) 661-3272 philw@wearecda.com</p>
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OTHER BUSINESS

**CITY COUNCIL
STAFF REPORT**

DATE: November 16, 2021

FROM: Lee White

SUBJECT: Purchase of Armored Vehicle

DECISION POINT:

The Police Department requests authorization to purchase a used armored vehicle from Lenco Industries, Inc., for approximately \$183,000.00.

HISTORY:

The use of armored vehicles in law enforcement is driven by the need to protect the community and the officers who serve them, and more safely resolve incidents that involve gunfire. Across the country and here locally, armored vehicles have been used to evacuate innocent citizens from harm when armed suspects are actively shooting or are an imminent threat. The alternative in many cases is to use officers to serve as human shields to protect the citizens as they are being evacuated out of their houses or, if the suspect is actively shooting, to immediately respond with gunfire.

Vehicles of this type have been used locally with great success: In one recent local incident, a gunman opened fire at house guests who fled the house and hid in the forested area nearby under the cover of darkness. The use of the armored vehicle allowed officers to safely rescue nearly a dozen people more quickly and safely than sending officers into the dark alone.

The requested vehicle is not a military grade armored vehicle. It is built on the same chassis as a Ford F550, it is not armed like military equipment, and it is designed as a defensive tool and a rescue vehicle. In this case, the vehicle is used (refurbished with a new engine, new seats and interior, new brakes, transmission service, etc.) and can be maintained by our own City Shop personnel.

Armored vehicles provide a platform for officer deployment and negotiations to deescalate situations when it is suspected or known that the subject of the incident is armed. An armored vehicle can get close to the location the suspect is barricaded in and utilize the PA and other tools to communicate. If fired upon, the officers are protected by the armor and can avoid deadly force being their only option. The alternative is to deploy officers with patrol cars which do not stop bullets and potentially force an officer-involved shooting. There are multiple documented cases of armored vehicles being shot at across the country and even here locally that precluded the use of deadly force.

The use of two armored vehicles for armed barricade events provides an adequate level of protection to contain the offender while providing the safety for the officers deployed to take the individual into custody. Oftentimes, officers and negotiators are deployed in one armored vehicle while the other one is used for evacuations and/or perimeter deployment.

The Kootenai County Sheriff's Office has an armored vehicle and the Spokane Police Department has an armored vehicle. So far in 2021, the regional team has deployed to 18 incidents which required the use of the Sheriff's vehicle and seven instances that also required the use of the Spokane armored vehicle. We needed Spokane's vehicle on two additional calls and they were unavailable to respond in a timely manner. In addition, the recent law changes in Washington have created a concern for the Spokane Police Department- they will likely be unable to assist in future incidents.

The Coeur d'Alene Police Department has an excellent, long-standing relationship with the Kootenai County Sheriff's Office and it is not our intent to sever that relationship or add additional personnel or equipment to the CDA PD portion of the team if an armored car is approved for acquisition.

FINANCIAL ANALYSIS:

The cost of a used armored vehicle is approximately \$183,000.00. The reason this request has not been brought before Council previously is because the cost of a new vehicle is approximately \$380,000.00 and we only recently discovered this hard-to-find used vehicle that will meet our needs. The Police Department proposes to use \$110,000 in asset forfeiture funds and use previously budgeted vehicle funds to make up the remainder of the purchase cost.

There is no "state licensed motor vehicle dealer" that has used Lenco armored vehicles. Moreover, we are unable to find another vendor that has a similar used vehicle in order to participate in a bidding process. Used personal property is exempt from State purchasing statutes. The City purchasing policy provides flexibility to forego the bidding process when the purchase is in the best interest of the City. Given all of the circumstances, it is in the best interest of the City to deviate from the City purchasing policy with regards to this purchase.

PERFORMANCE ANALYSIS:

As previously stated, the requested vehicle is not a military vehicle. In fact, most types of military vehicles are not suitable for civilian law enforcement use; however, it is important that the Police Department have a piece of equipment that can keep our officers and citizens safe during extremely dangerous incidents.

DECISION POINT:

The Police Department requests that Council authorize the purchase of a used armored vehicle from Lenco Industries, Inc., in the amount of approximately \$183,000.00.

RESOLUTION NO. 21-067

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE POLICE DEPARTMENT TO NEGOTIATE A CONTRACT FOR THE PURCHASE OF A USED ARMORED VEHICLE FROM LENCO INDUSTRIES, INC., FOR AN ESTIMATED COST OF \$183,000.00.

WHEREAS, the Police Chief of the City of Coeur d'Alene is recommending that the City of Coeur d'Alene authorize the Police Department to negotiate a contract to purchase a used armored vehicle to protect the community and the officers who serve them, and more safely resolve incidents that involve gunfire; and

WHEREAS, it is recommended that the Police Department negotiate a contract with Lenco Industries, Inc., for the purchase of a used armored vehicle in the estimated amount of One Hundred Eighty-Three Thousand and no/100's Dollars (\$183,000.00).

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City authorize the negotiation of a contract to purchase a used armored vehicle from Lenco Industries, Inc.; and

BE IT FURTHER RESOLVED that the Mayor and City Clerk be directed to take such steps necessary to effect said purchase and execute an agreement on behalf of the City.

DATED this 16th 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 EVANS Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.

CITY COUNCIL STAFF REPORT

DATE: November 16, 2021
FROM: Bill Greenwood, Parks & Recreation Director
SUBJECT: Approval of Park Concept & MOU (Council Action Required)

DECISION POINT:

Recommend approval of the concept for “Coeur d’Alene Rotary Centennial Park” and recommend to the City Council that it approve the Memorandum of Understanding between the City, the Rotary Club, and ignite cda.

HISTORY:

The location of the Sherman Square Park was home to the F. W. Woolworth store which burned down in 1980. The remains of the building were razed and the lot sat vacant until 1986. That’s when Don & Bob Johnson, along with Tom Robb, approached the property’s owner, the Sheetz family, and asked if they would be interested in allowing these local philanthropists to build a park at the site. The family liked the idea of a park, and Don Johnson was off and running to develop what is now known as Sherman Square Park.

The Coeur d’Alene Rotary Club has been looking for a “centennial project” to commemorate its 100 years as a club and offered to, purchase, redevelop, and upgrade this park with a funding partnership with ignite cda.

FINANCIAL ANALYSIS:

There is no cost to the City for the redevelopment and upgrade. The City will incur irrigation costs and minor maintenance for the park into the future, although there may be opportunities for partnerships to share in the management and maintenance responsibilities of this public park. The purchase price of the parcel was \$525,000 of which the ignite Board paid \$500,000. The Coeur d’Alene Rotary Club paid the remaining \$25,000 of the purchase price and has committed an additional \$275,000 for the redevelopment and upgrade of the park. The intent is to have the park upgrades completed by the spring of 2022 and then the park will be transferred to the City and become part of the Coeur d’Alene parks inventory.

PERFORMANCE ANALYSIS:

Currently, the park is heavily used and has been enjoyed by the public for 34 years as a place to sit and relax, or to enjoy the Tuesday summer concerts along with other events hosted downtown throughout the year. The park also serves as a location for downtown business patrons to have a place to eat outside if those locations are too crowded. The Rotary Club hired Jon Muller to create the concept. The Parks Department has reviewed the plan a couple of times and has made a few changes to the design. The Parks Department and City Administration are happy with the design, and the Memorandum of Understanding has been negotiated between City Administration, ignite, and the Club.

DECISION POINT / RECOMMENDATION:

Approval of the concept of the “Coeur d’Alene Rotary Centennial Park” and recommend to the City Council that it approve the Memorandum of Understanding.

RESOLUTION NO. 21-068

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE CONCEPT FOR THE "COEUR D'ALENE ROTARY CENTENNIAL PARK" ON SHERMAN AVENUE, AND APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE ROTARY CLUB OF COEUR D'ALENE AND THE COEUR D'ALENE URBAN RENEWAL AGENCY dba IGNITE CDA FOR THE IMPROVEMENTS TO THE PARK.

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to approve the concept of the Coeur d'Alene Rotary Centennial Park on Sherman Ave. and execute a Memorandum of Understanding with the Rotary Club of Coeur d'Alene and the Coeur d'Alene Urban Renewal Agency dba ignite CDA, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City approve the concept of the "Coeur d'Alene Rotary Centennial Park" and execute a Memorandum of Understanding 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 Memorandum of Understanding to the extent the substantive provisions of the Memorandum of Understanding remain intact.

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

DATED this 16th 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 WOOD Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER ENGLISH Voted

_____ was absent. Motion _____.

**MEMORANDUM OF UNDERSTANDING
THE SHERMAN SQUARE PARK PROJECT**

I. PURPOSE:

This Memorandum of Understanding (MOU) is entered into by the City of Coeur d'Alene (the "City"), the Coeur d'Alene Urban Renewal Agency dba ignite cda ("ignite"), and the Coeur d'Alene Rotary Club, Inc., (the "Club"), and is intended to document the parties' understanding of, and agreement to cooperate on, the Sherman Square Park Acquisition and Improvement Project (the "Project"). The City, ignite, and the Club will be jointly referred to herein as the "Parties."

II. RECITALS:

WHEREAS, the City is a municipal corporation organized and existing under the laws of the state of Idaho; and

WHEREAS, ignite is an independent body corporate and politic, duly formed and operating under the laws of the state of Idaho; and

WHEREAS, the Club is a nonprofit corporation, organized and existing under the laws of the state of Idaho; and

WHEREAS, the Sherman Square Park (the "Park") is located between 312 E. Sherman Ave. and 320 E. Sherman Ave., Coeur d'Alene, Idaho, and was previously owned by Brier Scheetz Properties, LLC; and

WHEREAS, in 2020 Brier Scheetz Properties, LLC, desired to sell, and the Parties desired to purchase, the Park; and

WHEREAS, the Parties desire to make improvements to the Park and to preserve the property as a park for the use and benefit of the public; and

WHEREAS, the total purchase price for the Park was Five Hundred Twenty-five Thousand and No/100 Dollars (\$525,000.00); and

WHEREAS, ignite has approved the amount of Five Hundred Thousand and No/100 Dollars (\$500,000.00) for the acquisition of the Park; and

WHEREAS, the Club has approved the amount of Three Hundred Thousand and No/100 Dollars (\$300,000.00) for the acquisition and improvement of the Park; and

WHEREAS, upon closing, the title to the property shall be in the name of ignite; and

WHEREAS, it is the intent of the Parties that, following the acquisition of the Park and completion of improvements, in approximately the spring of 2022, the Park will be deeded to the City; and

WHEREAS, after title to the Park is transferred to the City, the City will manage and maintain the Park for the use and benefit of the public; and

WHEREAS, this MOU addresses the roles and expectations for all parties involved.

NOW, THEREFORE, it is hereby agreed as follows:

III. AGREEMENT:

- A. The Purchase: The purchase price for the Park, Five Hundred Twenty-five Thousand and No/100 Dollars (\$525,000.00), was provided as follows: Five Hundred Thousand and No/100 Dollars (\$500,000.00) from ignite and Twenty-five Thousand and No/100 Dollars (\$25,000.00) from the Club. At closing, title to the Park was vested in ignite.
- B. The Improvements:
1. The Parties agree to work together to create a design plan for the Park, including improvements. Each may, at their own expense, retain a professional designer to assist with the design plan.
 2. Every effort will be made to create a design plan acceptable to all the Parties. Any final design plan must include the name of the Park prominently displayed.
 3. Upon approval of the final design plan by the Club Centennial Committee and the Club Board, the Club will contribute an additional Two hundred Seventy-five Thousand and No/100 Dollars (\$275,000.00) towards completion of the improvements.
 4. The Parties intend that the improvements will be contracted and accounted through the Club; and completed in late 2021 or by early 2022. The Club will work with ignite on developing construction and any other contractual documents that pertain to operations to be performed with regard to the construction of the Project.
- C. Title: Following completion of the improvements, ignite shall transfer title to the Park to the City. Thereafter, the City shall be responsible for management and maintenance of the Park.
- D. Naming Rights: For its contribution, the Club shall be granted perpetual naming rights for the Park, which shall be known as "Coeur d'Alene Rotary Centennial Park." Any change in name requested by the Club shall be subject to the City's approval, which will not be unreasonably withheld.

E. Management and Maintenance:

1. Following acquisition of the Park, completion of the improvements, and transfer of title to the City, the City shall perform the customary and usual management, maintenance and repairs of the Park and its improvements at its own expense.
2. Thereafter, if any substantial improvements or alterations are proposed, the City shall consult with the Club in advance. While considering improvements or alterations, the City will ensure that the rights of the Club under this MOU are not infringed thereby.
3. The City, in its sole discretion and subject to the Municipal Code and the Parks & Recreation Department policies and procedures, may allow commercial activity at the Park. The City shall notify the Club of any such commercial activity in advance, with at least 30 days' notice. The Club, in its sole discretion, may cover its permanent signage and marks in a style its sees fit.
4. The Club shall have the right to use the Park, on a first-come first-serve basis.

F. Future Sale of the Park:

1. It is the intent of the Parties that the Park shall be managed and maintained by the City as a park in perpetuity.
2. However, the Parties recognize that the City shall own the Park and may dispose of it, as it may dispose of any real property it owns, in accordance with State law. Therefore, the Parties agree that ignite will transfer the property to the City subject to the following deed restriction:

The Property shall be preserved, used and maintained, for a term of ninety-nine (99) years from the date of recordation of this Special Warranty Deed, as a public open space park and used only for uses consistent with a public open space park, for the benefit of the City of Coeur d'Alene, a municipal corporation, and the public, which may be enforced by the Club or the Declarant, and which reservations, use restrictions and covenants shall run with the Property and be binding on all successive or future owners thereof.

Prior to the expiration of the ninety-nine-year use period, this Deed Restriction may not be amended, terminated, or in any way modified without the express written approval of Declarant, the Club, and the City, to the extent each such entity continues to exist as a legal entity. Provided, if neither Declarant nor the Club exist as legal entities, this Deed Restriction may be amended with the express written approval of the City following a properly noticed and regularly scheduled public meeting of the Coeur d'Alene City Council on the proposed amendment or termination, and after the taking of public testimony at such meeting from residents of the City of Coeur d'Alene on the proposed amendment or termination, and a roll

call vote of the full City Council approving the amendment or termination. The intent of this section is to allow amendment or termination of the Deed Restriction with only the City's approval, after a duly noticed public meeting, if both Declarant and the Club no longer exist or can no longer transact business. By its execution of a Special Warranty Deed for the Property, the Grantee takes the Property subject to this deed restriction.

G. It is further agreed by the Parties:

- 1. That lines of communication shall be kept open between the then-current Club president and the then-current City mayor or administrator in order to discuss any concerns arising from the terms of this MOU and to reach mutually agreeable solutions in a timely manner.
- 2. That this MOU may be modified only by mutual written agreement.
- 3. That the Parties agree to execute any documents necessary to effectuate this MOU.
- 4. Each party shall be liable for any and all claims, damages or suits arising from the acts, omissions or negligence of its officers, agents and employees.

Dated this 16th day of November, 2021.

CITY OF COEUR D’ALENE

ignite cda

Steve Widmyer, Mayor

Tony Berns, Executive Director

ATTEST:

ATTEST:

Renata McLeod, City Clerk

THE ROTARY CLUB OF COEUR D’ALENE, INC.

Claudia Brennan, President

ATTEST:

Clerk

**CITY COUNCIL
STAFF REPORT**

DATE: November 16, 2021

FROM: Chelsea Nesbit, CDBG Specialist

SUBJECT: Approval of staff to enter into contract negotiations for CDBG Agreements with CDAIDE, United Way, Idaho Youth Ranch, Tesh, St. Vincent de Paul, and NIC, for Plan Year 2021, and CDBG-CV Agreements with CDAIDE and Fo(u)r Roots, LLC.

DECISION POINTS:

1. Should City Council authorize staff to proceed with agreements using 2021 CDBG funds to fund CDAIDE and United Way for their projects supporting public services, TESH Inc., Idaho Youth Ranch, St. Vincent de Paul of North Idaho, for their projects supporting public facilities improvements, and NIC for their project supporting economic development?
2. Should City Council authorize staff to proceed with agreements to fund CDAIDE and Fo(u)r Roots, for projects to provide support and services for LMI families in Coeur d’Alene with CDBG-CV funds in response to COVID-19?

Staff Report Overview:

Because this staff report covers funding requests using regular CDBG funds from the 2020 Plan Year for the Community Opportunity Grant and CDBG-CV funds, the information is split out in the analysis below.

CDBG COMMUNITY OPPORTUNITY GRANT FUNDING

CDBG HISTORY: The City receives an annual allocation from the Housing and Urban Development Agency (HUD). With roughly half this funding, the City manages an annual Community Opportunity Grant accepting proposals for projects benefitting low to moderate income Coeur d’Alene residents and neighborhoods.

Based on the 2021 Annual Action Plan, \$233,392 was budgeted for the Community Opportunity Grants. Of the total funding available, a maximum of \$54,073 could be allocated to public service type grants, including the \$10,000 annual Meals on Wheels allocation. This leaves \$44,073 in public service grant funds available. The minimum grant request was specified at \$35,000 to reduce staff time required to manage each awarded grant recipient.

On August 3, 2021 and August 17, 2021, the City advertised the request for proposals. Additionally, the funding availability notice was posted to the City webpage, City Facebook, CDA TV, and shared via direct phone calls, flyers and group emails to all 189 on the stakeholders list, which includes many service organizations and interested parties that specifically provided services to low to moderate income citizens. An Educational Workshop was held on August 19, 2021 via Zoom. These workshops were publicly advertised and provided information on CDBG eligibility overview

and technical assistance. The grant cycle was open from August 3, 2021 through September 24, 2021.

The Volunteer Ad Hoc Grant Review team met on October 25, 2021 to review and rate the applications. The group included the following participants: Council Member Woody McEvers, Pamela Bates (Volunteer Senior Service Coordinator), Jon Ingalls (Planning and Design Review Commission member), Maggie Lyons (Charity Reimagined) and Nicole Kahler.

FINANCIAL:

The 2021 total allocation from HUD was \$360,490. Of that amount, \$233,392 was allocated to the Community Opportunity Grant in the 2021 Annual Action Plan. Funding requests for the 2021 grant cycle totaled \$363,000.

The public service maximum for the 2021 fund year can only be 15% of the annual allocation; therefore, the community grant allocation amount was capped at \$44,073, as there is already a \$10,000 public service allocation to the Lake City Center for the Meals on Wheels program.

There is also a remaining amount of \$11,990 from 2020's Community Opportunity grant funds.

The Volunteer Ad Hoc Grant Review team recommends the following allocations.

PUBLIC SERVICE PROJECTS (\$44,073 Total Allowable):

United Way (Recommended: \$35,000)

United Way requested \$35,000. The United Way Child Care scholarship program assists families experiencing hardship as a result of COVID-19 and other income disparities in accessing and maintaining care for their children so adults can work and go to school.

- Scholarships are awarded directly to a licensed care provider.
- Not to exceed \$2,000 per family.
- Applications are reviewed monthly and families are selected based on income eligibility and identified need.
- Approximately \$30,000 is left in their existing CDBG-CV grant.
- This request would allow United Way to help those not strictly tied to COVID-19 impacts.

CDAIDE (Recommended: \$9,073)

CDAIDE requested \$45,000 for their rental, utility and transportation subsistence program and would:

- Include a project that would devote \$5,000 to job readiness for hospitality workers to advance their careers, including in the area of further education and training, and devote \$5,000 to a pilot project in micro-enterprise.
- Sustain support for housing, utilities, and transportation support for hospitality workers.

- In FY2020, 91 hospitality workers and 140 individuals (including workers' children) were assisted.
- In FY2021, 140 hospitality workers and impacted 223 individuals (including workers' children) were assisted.

In order to allow the money to be distributed in a way that maximizes the benefits to the community, and because CDAIDE also requested an additional grant allocation from the CDBG-CV funds, the committee recommended fully funding the United Way project, and partially funding the CDAIDE project with the 2021 funds. The recommendation for funding CDAIDE with CDBG-CV funds can be found below in the CDBG-CV Funding Requests section.

<u>Public Service Grant Requests (\$44,073)</u>	Requested	Recommended
United Way of North Idaho Childcare Scholarship	\$35,000	\$35,000
CDAIDE Rental, Utility and Transportation Subsistence Program <i>*CDAIDE has also requested additional CDBG-CV funds in the amount of \$35,000-\$50,000</i>	\$45,000	\$9,073*

NON-PUBLIC SERVICE PROJECT REQUESTS

Tesh (Recommended: \$55,319)

Tesh requested \$78,500. Tesh's mission is to offer choices and opportunities to people with disabilities of all ages seeking greater independence, self-sufficiency and participation in their community.

Tesh applied for grant funding for bathroom and kitchen remodel. Six bathrooms need remodeling for ADA compliance – 4 in the main building and 2 in the annex building (totaling \$100,000) – as well as the client kitchen (\$21,000). \$42,500 was awarded from 2020 funds.

The Volunteer Ad Hoc Grant Review team recommends funding \$55,319 to bring the total funded amount to \$97,819.

Idaho Youth Ranch Rehabilitation (Recommended: \$39,000)

Idaho Youth Ranch requested \$39,600.

- Parking lot resurfacing, patching, and painting.
- Replacing the upstairs furnace.
- Replacing the street signage, which has reached the end of its useful life.
- Deck repairs, including removal of any rotten and broken wood, the replacement of concrete supports that are cracked or broken, sanding all wood surfaces, priming, and painting.

The Volunteer Ad Hoc Grant Review team recommends funding \$39,000 for this project.

St. Vincent de Paul (Recommended: \$60,000)

St. Vincent de Paul requested \$65,000.

- Rehabilitate H.E.L.P. Center restrooms that are original to the building (1963).
- Renovations would replace grouted surfaces with non-porous surfaces for increased sanitation and easier cleaning.
- Redesign to accommodate more users and enable easier access for those with mobility issues.

NIC (Recommended: \$25,000)

North Idaho College requested \$100,000. This proposal enables North Idaho College to continue the North Idaho College Venture Fund Microgrant as a new financial resource for regional entrepreneurs to utilize in their efforts to launch and expand their venture. This fund will focus on supporting low-to-moderate income entrepreneurs living in Coeur d'Alene who formerly or currently receive education, coaching, or access to equipment at the NIC Venture Network, which typically serves over 1,000 student or community entrepreneurs each year. About 200 will face barriers to business success in the next 12 months which could be overcome with a small infusion of cash from a NIC Venture Fund Microgrant.

Venture Fund microgrants could cover non-labor business costs identified by the entrepreneur as tangible barriers to the business's success (such as capital, inventory, technical assistance, legal services, securing childcare for parent-entrepreneurs so they have time to work on their business, etc.). Each application must be preapproved by the associated Venture Network program for consideration. Qualifying participants will receive one or more microgrants in amounts not to exceed \$5,000 per recipient.

Seven businesses and entrepreneurs benefitted from the \$30,000 awarded from the 2020 grant cycle.

EMRAP (Recommended: \$11,990)

The Ad Hoc Committee unanimously agreed that they would like to see the remaining \$11,990 from 2020’s Community Opportunity Grant go into the EMRAP program to help a minimum of two additional households. There are currently 3 applications waiting for approval in the EMRAP program that could be completed if these funds are approved for this use.

PERFORMANCE ANALYSIS:

Authorizing these grant awards will allow United Way and CDAIDE to move forward and continue their public service projects, as well as TESH, Idaho Youth Ranch and St. Vincent De Paul to move forward with their projects supporting public facilities improvements, and NIC to move forward with their economic development project.

Authorizing the \$11,990 from 2020’s leftover grant funds to be allocated to the EMRAP program would allow a minimum of two additional households to be assisted with their emergency housing project needs.

All Committee funding suggestions support projects for at-risk members of Coeur d’Alene’s low-to-moderate income community and meet HUD project and activity standards.

Organization	Requested Amount	Recommended Amount
Tesh, Inc.	\$78,500	\$55,319
Idaho Youth Ranch	\$39,600	\$39,000
St. Vincent de Paul	\$65,000	\$60,000
NIC	\$100,000	\$25,000
Totals	\$283,100	\$179,319

CDBG-CV GRANT FUNDING

CDBG-CV HISTORY:

On March 19, 2020, the U.S. Senate introduced the Coronavirus Aid, Relief and Economic Security (CARES) Act Bill to provide emergency assistance and health care response for individuals, families, and businesses affected by the 2020 coronavirus pandemic. The City of Coeur d'Alene was notified on April 2, 2020 that we will be receiving \$199,675 in FY20 CDBG-CV funding, which was accepted by the City Council at its May 5, 2020 meeting. September 11, 2020, the City was notified that an additional \$247,124 was allocated as part of the third round of CARES Act funds. HUD is allowing the CDBG-CV funds to be spent for six years to respond to COVID-19.

CDBG-CV funds can only be used to prevent, prepare for, and respond to coronavirus, and shall prioritize the unique needs of low- and moderate-income persons. The City Council directed staff to prioritize housing and food for the use of the CDBG-CV funds. So far, funds have been allocated to St. Vincent de Paul for homeless sheltering and support services, Family Promise to shelter homeless families, Lake City Center for the expanded Meals on Wheels program, Boys & Girls Club of North Idaho for their food pantry, Safe Passage for domestic violence victim support, including sheltering and counseling, United Way of North Idaho for child care scholarships, CDAIDE for their subsistence payment program for hospitality workers, the City's utility assistance program, and CDBG staff administration. With the adjusted school schedules implemented to accommodate social distancing, childcare and academic support are a high priority need for students.

FINANCIAL ANALYSIS:

The City received a total CV fund allocation of \$446,799. A total of \$59,359 has been set aside for admin expenses, leaving a total of \$387,439 for Community Opportunity Grants. The total dollar amount of approved grants so far is \$317,600.

The Volunteer Ad Hoc Grant Review team is recommending funding for:

1. **CDAIDE** in the amount of \$35,000 for the Rental and Utility Assistance Program, and
2. **Fo(u)r Roots LLC** in the amount of \$34,840 for their food box program

There is currently \$69,840 in CARES Act funds to spend on COVID-19-related needs that meet the HUD requirements for funding, and if these grants are awarded, \$0 will remain, with the exception of any administrative funds that remain after all CDBG-CV projects are completed.

CDAIDE Subsistence Payments (Recommended: \$35,000)

CDAIDE requested between \$35,000 – 50,000. This project will allow CDAIDE to continue their rental, utility and transportation subsistence project. The \$50,000 that was previously awarded has been fully spent down.

Impacts:

2020: 91 hospitality workers and 140 individuals were supported.

2021: 140 hospitality workers and 223 individuals were supported

The majority of referrals to CDAIDE are those working but unable to find housing or sustain utilities and transportation.

Fo(u)r Roots Food Box Project (Recommended: \$34,840)

Fo(u)r Roots Food Box Project requested \$40,000. Each food box contains at least 20 pounds of local and fresh fruits, vegetables, grains, protein, dairy, and eggs from Inland Northwest producers. Boxes are meant to provide basic food needs for a family of 4 for one week, including recipes. Each box costs \$60 (retail value \$100). This grant could provide **650** boxes and would be distributed as follows:

- Distribution #1. November 22-24 (week of Thanksgiving): 175 boxes.
- Distribution #2. December 6-10. 150 boxes.
- Distribution #3. December 20-24 (week of Christmas). 200 boxes.
- Distribution #4. January 3-7 (week after New Year's). 125 boxes.
-

According to statistics from Feeding America — The Idaho Food Bank (2021) 19.28% of children in the region Or **1 in 5 children** experience food insecurity in North Idaho.

Fo(u)r Roots provides fast and direct basic aid to those negatively impacted by COVID-19 and prevents and mitigates the transmission of COVID-19 by safety distributing food in a trunk-to-trunk format

DECISION POINTS/RECOMMENDATIONS:

1. The Council should authorize staff to enter into contract negotiations for the 2020 CBDG Community Opportunity Grants with the following organizations:
 - United Way for their Childcare Scholarship Program for \$35,000
 - CDAIDE for their Rental and Utility Subsistence Program for \$9,073
 - Idaho Youth Ranch for their Facilities Rehabilitation for \$39,000
 - SVDP for their restroom rehabilitation for \$60,000
 - TESH for the remodel of two bathrooms to ADA compliance for \$55,319
 - NIC for Economic Development Entrepreneurial Scholarships for \$25,000; and
 - Reallocate \$11,990 from 2020 funds to EMRAP program to assist a minimum of 2-3 additional households

2. The City Council should authorize staff to proceed with agreements with the following organizations using CDBG-CV Funds to provide support and services for LMI families in Coeur d'Alene to respond to COVID-19:
 - CDAIDE for their subsistence payment program for \$35,000
 - Fo(u)r Roots, LLC for their food box program for \$34,840

Attachments:

- CDBG-CV Funding Requests
- Eligible Projects to Receive CDBG-CV Funds in Response To COVID-19

ATTACHMENT 1 - CDBG-CV FUNDING REQUESTS

CV-1 Funds	\$ 199,675.00
CV-3 Funds	\$ 247,124.00
TOTAL CV Funds	\$ 446,799.00
General Admin- CV1	\$ 9,935.00
General Admin - CV3	\$ 49,424.00
TOTAL Admin	\$ 59,359.00
Community Opportunity Funds Available	\$ 387,440.00
PROJECTS FUNDED	
Lake City Center Meals on Wheels Expanded	\$3,685.92
Boys and Girls Food Pantry	\$10,000.00
Family Promise Sheltering	\$12,600.00
Safe Passage	\$26,145.00
St. Vincent's Sheltering	\$5,000.00
St. Vincent's Door Project	\$10,507.00
United Way Child Care	\$15,000.00
City Subsistence	\$10,000.00
CDAIDE Subsistence	\$50,000.00
Boys & Girls Academic Support	\$50,000.00
Lake City Center	\$19,662.00
Love, Inc	\$20,000.00
Idaho Youth Ranch	\$28,000.00
United Way Child Care	\$52,000.00
Lake City Center Air Scrubber	\$5,000.00
TOTAL FUNDED PROJECTS	\$317,599.92
REMAINING CV FUNDS	\$ 69,840.08

CDAIDE	\$35,000
Fo(u)r Roots	\$34,840
TOTAL	\$69,840

ATTACHMENT 2

ELIGIBLE PROJECTS TO RECEIVE CDBG-CV FUNDS IN RESPONSE TO COVID-19

- Buildings and Improvements, including public facilities
 - Construct a facility for testing, diagnosis, or treatment
 - Rehabilitate a community facility to establish an infectious disease treatment clinic
 - Acquire and rehabilitate, or construct, a group living facility that may be used to centralize patients undergoing treatment
 - Rehabilitate a commercial building or closed school building to establish an infectious disease treatment clinic
 - Acquire, or quickly rehabilitate (if necessary), a motel or hotel building to expand capacity of hospitals to accommodate isolation of patients during recovery
 - Make interim improvements to private properties to enable an individual patient to remain quarantined on a temporary basis
- Assistance to Businesses, including Special Economic Development Assistance
 - Provide grants or loans to support new businesses or business expansion to create jobs and manufacture medical supplies necessary to respond to infectious disease
 - Avoid job loss caused by business closures related to social distancing by providing short-term working capital assistance to small businesses to enable retention of jobs held by low- and moderate-income persons
 - Provide technical assistance, grants, loans, and other financial assistance to establish, stabilize, and expand microenterprises that provide medical, food delivery, cleaning, and other services to support home health and quarantine
- Public Services
 - Carry out job training to expand the pool of health care workers and technicians that are available to treat disease within a community
 - Provide testing, diagnosis or other services at a fixed or mobile location
 - Increase the capacity and availability of targeted health services for infectious disease response within existing health facilities
 - Provide equipment, supplies, and materials necessary to carry-out a public service
 - Deliver meals on wheels to quarantined individuals or individuals that need to maintain social distancing due to medical vulnerabilities
- Grants or revolving loan funds for small and medium enterprises
- Supporting community non-profits performing essential services
- Workforce development and training services for displaced workers
- Retrofitting community facilities for medical or quarantine uses
- Supporting food and other essential supply deliveries to elderly or other vulnerable populations

- Supporting various interrupted or at-risk core governmental functions (see note below)
- All other CDBG eligible activities that are exacerbated by COVID-19 (e.g., homeless shelters)
- Reimbursement costs to prevent, prepare for, and respond to coronavirus incurred by a State or locality, regardless of the date on which such costs were incurred, when those costs comply with CDBG requirements.

* Funded activities and projects shall prioritize the unique needs of low- and moderate-income persons.

Plan Year 2021 CDBG and CDBG-CV Funding Recommendations

City Council Meeting – November 16, 2021

Chelsea Nesbit, CDBG Specialist



DECISION POINTS

1. Should City Council authorize staff to proceed with agreements using 2021 CDBG funds to fund CDAIDE and United Way for their projects supporting public services, TESH Inc., Idaho Youth Ranch, St. Vincent de Paul of North Idaho, for their projects supporting public facilities improvements, and NIC for their project supporting economic development?
2. Should City Council authorize staff to proceed with agreements to fund CDAIDE and Fo(u)r Roots, LLC. for projects to provide support and services for LMI families in Coeur d'Alene with CDBG-CV funds in response to COVID-19?



CDBG-PY 2021

Community Opportunity Grant Funding Recommendations

CDBG History

The City receives an annual allocation from the Housing and Urban Development Agency (HUD). Community Opportunity Grant proposals for projects that benefit low to moderate income Coeur d'Alene residents are accepted each year.

- Based on the 2021 Annual Action Plan, \$233,319 was budgeted for the Community Opportunity Grants
- A maximum of 15% (\$54,073) of the total annual allocation can be used to fund public service projects

Advertising Process

- August 3 and 17, 2021 the City advertised the request for proposals and Notice of Funding Availability was posted.
- An Educational Workshop was held on August 19, 2021 via Zoom
- The grant cycle was open from August 3, 2021 to September 24, 2021

Review Committee

The Volunteer Ad Hoc Grant Review team met October 25, 2021 to review and rate the applications.

- Council Member Woody McEvers
- Pamela Bates (Volunteer Senior Service Coordinator)
- Jon Ingalls (Planning and Design Review Commission member)
- Maggie Lyons (Charity Reimagined)
- Nicole Kahler

Projects were prioritized based on community needs and applications received.

Consolidated Plan Goals

Goal 1: Increase the supply of for-sale housing at prices affordable to the City's low and moderate income workers.

Goal 2: Increase the supply of rental housing affordable to the City's extremely low-income renters and residents with special needs, including persons who are homeless.

Goal 3: Improve the City's sidewalks to make them more accessible to persons with disabilities.

Goal 4: Continue with neighborhood revitalization efforts to improve the condition of housing in low income areas.

Goal 5: Expand higher-paying employment opportunities for the residents of Coeur d'Alene through economic development.

Goal 6: Offer Public Service Program assistance to service organizations supporting low and moderate income residents of Coeur d'Alene.

2021 CDBG Grant

\$	360,490.00	Total Allocation
\$	72,098.00	Admin
\$	5,000.00	Sidewalks
\$	50,000.00	EMRAP
\$	233,392.00	Community Opportunity Grant
		<ul style="list-style-type: none"> • \$54,073 (15% of Total) Public Service Projects • \$10,000 Meals on Wheels Annual Grant • \$179,319 Non Public Service Projects

Public Service Grants

The public service maximum is **15% (\$54,073)** of the annual allocation \$360,490

There is an existing annual public service grant of **\$10,000** to Lake City Center for the **Meals on Wheels** program.

\$44,073 remaining allowable for public service projects.

Plan Year 2021 Funding Requests

United Way Request: \$35,000

The Child Care scholarship program assists families experiencing hardship as a result of COVID-19 and other income disparities in accessing and maintaining care for their children so adults can work and go to school.

- Scholarships are awarded directly to a licensed care provider.
- Not to exceed \$2,000 per family.
- Applications are reviewed monthly and families are selected based on income eligibility and identified need.

Plan Year 2021 Funding Requests

CDAIDE Request: \$45,000

- Sustain support for housing, utilities, and transportation support for hospitality workers.
- \$5,000 for job readiness for hospitality workers to advance their careers, including in the area of further education and training and \$5,000 for a pilot project in micro-enterprise.
- In FY2020, 91 hospitality workers and 140 individuals (including workers' children) were assisted.
- In FY2021, 140 hospitality workers and impacted 223 individuals (including workers' children) were assisted.

Public Service Grant Requests

Total Public Service Funds \$54,073

Meals on Wheels Annual Grant: \$10,000

Total Public Service Funds Available	\$44,073
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<u>Public Service Grant Requests</u>	Requested	Recommended
United Way of North Idaho Childcare Scholarship	\$35,000	\$35,000
CDAIDE Rental, Utility and Transportation Subsistence Program *CDAIDE has also requested additional CDBG-CV funds in the amount of \$35,000-\$50,000	\$45,000	\$9,073*

Plan Year 2021 Funding Requests

TESH Request: \$121,000

2020 Grant Award: \$42,500

- Tesh serves people with disabilities in the community.
- 6 bathrooms for ADA compliance (\$100,000) and client kitchen (\$21,000) requested for remodeling.
- Staff recommends funding \$55,319 from 2021 for a total award of \$97,819, allowing completion of the full restroom rehab project.
- Tesh is ready to begin the restroom rehab project in December if approved.

Plan Year 2021 Funding Requests

Idaho Youth Ranch Request: \$39,600

The Anchor House Rehabilitation will consist of:

- Parking lot resurfacing, patching, and painting.
- Replacing the upstairs furnace.
- Replacing the street signage, which has reached the end of its useful life.
- Deck repairs, including removal of any rotten and broken wood, the replacement of concrete supports that are cracked or broken, sanding all wood surfaces, priming, and painting.

Plan Year 2021 Funding Requests

St. Vincent de Paul North Idaho Request: \$65,000

- H.E.L.P. Center restrooms are original to the building: 1963
- Renovations would replace grouted surfaces with non-porous surfaces for improved sanitation and easier cleaning.
- Redesign will enable easier access for those with mobility issues.

Plan Year 2021 Funding Requests

NIC Request: \$100,000

North Idaho College Venture Fund Microgrants are a financial resource for entrepreneurs to launch and expand their venture. From the 2020 CDBG award, **7 entrepreneurs** were assisted with business expenses. Qualifying participants receive **microgrants in amounts up to \$5,000**.

Microgrants cover non-labor business costs such as:

- technical assistance,
- legal services,
- securing childcare for parent-entrepreneurs

Community Opportunity Grant Funds

Total Non Public Service Funds: \$179,319

Organization	Requested Amount	Amount Recommended
Tesh, Inc.	\$78,500	\$55,319
Idaho Youth Ranch	\$39,600	\$39,000
St. Vincent de Paul	\$65,000	\$60,000
NIC	\$100,000	\$25,000
Totals	\$283,100	\$179,319

2020 Unused COG Funds

\$11,990 in 2020 CDBG Community Opportunity Grant Funds remain unused. The Ad Hoc Committee recommended allocating those funds to the EMRAP program, allowing the program to assist a minimum of two additional households with their emergency home repair needs.

PERFORMANCE ANALYSIS

All projects fall under the CDBG National Objective **Benefit to low- and moderate-income (LMI) persons or Benefit to low- and moderate-income clientele (LMC)**

Authorizing these grant awards will allow, TESH, Idaho Youth Ranch, and St. Vincent de Paul to move forward with their projects supporting public facilities improvements, NIC to move forward with their project supporting economic development, and United Way and CDAIDE to move forward and continue their public service projects.

- Authorizing the \$11,990 from 2020's leftover grant funds to be allocated to the EMRAP program would allow a minimum of two additional households to be assisted with their emergency housing project needs.



CDBG-CV Grant Funding Recommendations

CDBG-CV FUNDING OVERVIEW

On March 19, 2020, the U.S. Senate introduced the Coronavirus Aid, Relief and Economic Security (CARES) Act Bill to provide emergency assistance and health care response for individuals, families, and businesses affected by the 2020 coronavirus pandemic.

The City of Coeur d'Alene received a total of **\$446,799** in CDBG-CV funding.

CDBG-CV funds can only be used to prevent, prepare for, and respond to coronavirus, and shall prioritize the unique needs of low- and moderate-income persons.

CDBG-CV FUNDS Remaining

- The City has a total of **\$69,840** in CDBG-CV Funds remaining.
- **\$317,600** has been allocated for homeless sheltering and support, expanded Meals on Wheels, a food pantry, domestic violence victim support (sheltering and counseling), child care assistance, academic support, subsistence programs and CDBG staff administration.

CDBG-CV FUNDING REQUESTS

CDAIDE Subsistence Payment Request: \$35,000-50,000

This project will allow CDAIDE to continue their rental, utility and transportation subsistence project. The \$50,000 that was previously awarded has been fully spent down.

IMPACTS:

2020: 91 hospitality workers and 140 individuals were supported.

2021: 140 hospitality workers and 223 individuals were supported
Majority of referrals are those working but unable to find housing.

CDBG-CV FUNDING REQUESTS

Fo(u)r Roots, LLC Food Box Request: \$40,000

- Each box contains a minimum of 20 pounds of local and fresh fruits, vegetables, grains, protein, dairy, and eggs from local producers.
- Meets the basic food needs for a family of 4 for one week and includes recipes and information on local food producers.
- Each box costs \$60 (retail value \$100). Grant could provide **650** boxes:
 - Distribution #1. November 22-24 (week of Thanksgiving): 175 boxes.
 - Distribution #2. December 6-10. 150 boxes.
 - Distribution #3. December 20-24 (week of Christmas). 200 boxes.
 - Distribution #4. January 3-7 (week after New Year's). 125 boxes.

CDBG-CV FUNDING REQUESTS

Fo(u)r Roots, LLC Request: \$40,000

- According to statistics from Feeding America — The Idaho Food Bank (2021) 19.28% of children in the region Or **1 in 5 children** experience food insecurity in North Idaho.
- Provides fast and direct basic aid to those negatively impacted by COVID-19
- Prevents the transmission of COVID-19 by safety distributing food in a trunk-to-trunk format



CDBG-CV FUNDING ALLOCATIONS

TOTAL CDBG-CV Funds Awarded:\$446,799

TOTAL CDBG-CV Funds Available:\$69,840

CDBG-CV1 Admin	\$ 9,935	CDAIDE	\$35,000
CDBG-CV3 Admin	\$ 49,424	Fo(u)r Roots	\$34,840
Total Admin	\$ 59,359	TOTAL	\$69,840
Projects Funded To Date*	\$317,600		

**TOTAL AVAILABLE CV FUNDS REMAINING IF ALL REQUESTS ARE FUNDED \$0
(with the exception of any unused Admin Funds after these projects are completed)**

PERFORMANCE ANALYSIS

Both projects fall under the CDBG National Objective **Benefit to low- and moderate- income (LMI) persons and meet the requirements for the CDBG-CV funds to prepare, prevent or respond to the Coronavirus.**

DECISION POINT / RECOMMENDATIONS

The Council should authorize staff to enter into contract negotiations for the 2020 CBDG Community Opportunity Grants with the following organizations:

- United Way for their Childcare Scholarship Program for \$35,000
- CDAIDE for their Rental and Utility Subsistence Program for \$9,073
- Idaho Youth Ranch for their Facilities Rehabilitation for \$39,000
- SVDP for their restroom rehabilitation for \$60,000
- TESH for the remodel of two bathrooms to ADA compliance for \$55,319
- NIC for Economic Development Entrepreneurial Scholarships for \$25,000; and
- Reallocate \$11,990 from 2020 funds to EMRAP program to assist a minimum of 2-3 additional households

DECISION POINT / RECOMMENDATIONS

The Council should authorize staff to enter into contract negotiations for the CDBG-CV funds with the following organizations:

- CDAIDE for their subsistence payment program for \$35,000
- Fo(u)r Roots, LLC for their food box program for \$34,840

RESOLUTION NO. 21-069

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING GRANT AWARDS AND AUTHORIZING STAFF TO PREPARE CDBG AGREEMENTS WITH: CDAIDE AND UNITED WAY FOR PROJECTS SUPPORTING PUBLIC SERVICES; IDAHO YOUTH RANCH, TESH, AND ST. VINCENT DE PAUL FOR PROJECTS SUPPORTING PUBLIC FACILITIES IMPROVEMENTS; AND NIC FOR ITS PROJECT SUPPORTING ECONOMIC DEVELOPMENT, ALL FOR THE PLAN YEAR 2021; AND APPROVING GRANT AWARDS AND AUTHORIZING STAFF TO PREPARE CDBG-CV AGREEMENTS WITH CDAIDE AND FO(U)R ROOTS, LLC, FOR PROJECTS TO PROVIDE SUPPORT AND SERVICES TO LMI FAMILIES IN RESPONSE TO COVID-19.

WHEREAS, the United States Department of Housing and Urban Development (HUD) annually provides a CDBG grant to the City of Coeur d'Alene, which totaled \$360,490.00 in 2021;

WHEREAS, under the 2021 Annual Action Plan, \$233,392.00 of the HUD allocation was budgeted to provide Community Opportunity Grants;

WHEREAS, it is recommended that the City provide the following Community Opportunity grants: for CDAIDE, \$9,073.00; for United Way, \$35,000.00; for Idaho Youth Ranch, \$39,000.00; for TESH, \$55,319.00; for St. Vincent De Paul, \$60,000.00; and for NIC, \$25,000.00;

WHEREAS, the Ad Hoc Committee has recommended that the \$11,990.00, remaining from the 2020 Community Opportunity grant funds, be allocated to the EMRAP program to help a minimum of two additional households;

WHEREAS, the Coronavirus Aid, Relief and Economic Security (CARES) Act of 2020 provided emergency assistance and health care response for individuals, families, and businesses;

WHEREAS, the City was awarded \$199,675.00 in CDBG-CV funding in April 2020 and an additional \$247,124.00 in September 2020 under CARES;

WHEREAS, it is recommended that a portion of CARES funding be allocated as follows: for CDAIDE's Rental and Utility Assistance Program, \$35,000.00; and for Fo(u)r Roots, LLC's food box program, \$34,840; and

WHEREAS, it is deemed to be for the best interests of the City of Coeur d'Alene and the citizens thereof to award the grants as indicated.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City approve the CDBG grants described above and authorize staff to negotiate the required agreements with the recipients.

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

DATED this 16th 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 MILLER Voted

COUNCIL MEMBER ENGLISH 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 16, 2021

FROM: TERRY PICKEL, WATER DEPARTMENT DIRECTOR

SUBJECT: APPROVAL OF PURCHASE AND SALE AGREEMENT FOR EVANS
PROPERTY FOR CANFIELD STORAGE FACILITY

DECISION POINT: Should City Council approve the Purchase and Sale Agreement (PSA) for the Evans Property for the new Canfield Storage Facility?

HISTORY: The 2012 Water Department Comprehensive Plan Update identified areas of deficiencies within the existing public water system that would require future improvements. Department staff have been working through the various projects on a dedicated schedule to keep up with the City's water demand. One long term deficiency currently in the plan is the need for additional storage for the northeast quadrant of the City. Pressure fluctuations have plagued this area during peak demand periods for many years as the majority of the storage is on the west side of the High Zone. Small projects such as High Zone expansion have lessened the impact of the pressure issues but were deemed as short-term solutions. An engineering consultant using a water modeling program identified issues with the storage deficiency and probable locations for a tank site. Staff have been looking for a suitable site per study recommendations and have been in contact with area property owners. Mr. Jason Evans, the owner of Cancourse, was agreeable to selling a parcel to the City for this purpose and a subsequent site was chosen with a purchase agreement negotiated.

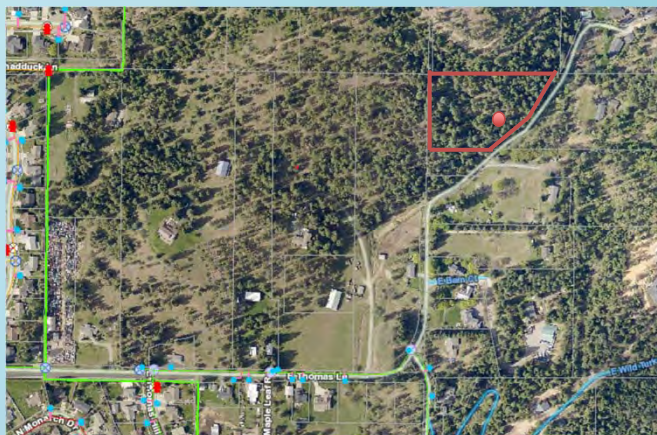
FINANCIAL ANALYSIS: The Water Department has negotiated with Mr. Evans on a chosen parcel. Typically, staff would look for a small parcel just large enough to construct the tank. However, as construction on the hillside will require considerable disturbance, staff inquired into the possibility of purchasing the entire 3.29-acre parcel so as not to disturb neighboring property. The agreed upon purchase price for the aforementioned parcel is \$183,439.87. The City and the Seller will split escrow and recording fees and the Seller will be responsible for the Title Policy premium. The FY 2021-22 budget line item for the NE Storage Facility has funds of \$800,000.00 set aside for purchase of the property as well as design for the new facility, trail work and access. This will be funded by Cap Fees.

PERFORMANCE ANALYSIS: The acquisition of this property has been in the works for a couple of years pending finalization of the Cancourse agreement with the City and Mr. Evans. The purchase agreement will contain some agreed upon provisions including construction of an adjoining public use trail connecting with Cancourse, restriction of utility access to only water related facilities, a paint scheme to blend into the hillside, and proactive forest management on the parcel.

DECISION POINT/RECOMMENDATION: City Council should approve the Purchase and Sale Agreement for the Evans Property for a new Canfield Storage Facility in the amount of \$183,439.87.



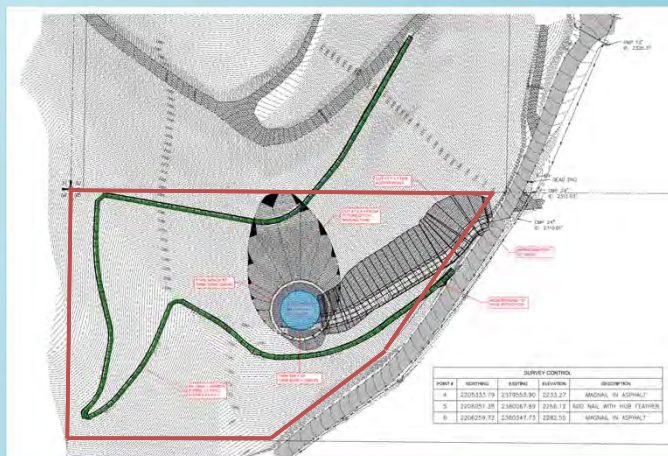
EVANS PROPERTY LOCATION



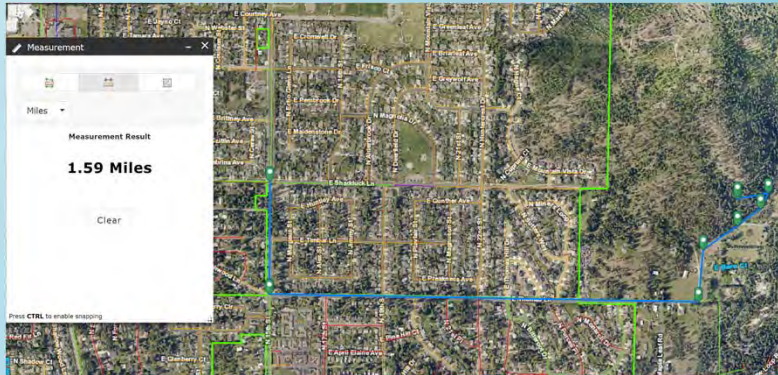
PLANNED TANK SITE



TRAIL, SITE DISTURBANCE & ACCESS



PLANNED TRANSMISSION MAIN ROUTE



EVANS PROPERTY PURCHASE ACTION REQUESTED

City Council should approve the Purchase and Sale Agreement for the Evans Property for a new Canfield Storage Facility in the amount of \$183,439.87.



EVANS PROPERTY PURCHASE

Thank you!



RESOLUTION NO. 21-070

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A REAL ESTATE PURCHASE AND SALE AGREEMENT WITH CANCOURSE, LLC, IN THE AMOUNT OF \$183,439.87 FOR PROPERTY TO BE USED FOR THE NEW CANFIELD STORAGE FACILITY.

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to approve the Real Estate and Sale agreement with Cancourse, LLC, a copy of which is attached hereto as Exhibit "A" and by reference made a part hereof.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City approve the Real Estate and Sale Agreement in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and is hereby authorized to execute such Real Estate Purchase and Sale Agreement on behalf of the City.

DATED this 16th 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 _____.

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement") is dated and effective as of the _____ day of _____, 2021, ("Effective Date"), by and between Cancourse, LLC, ("Seller"), and the City of Coeur d'Alene, Idaho ("Buyer").

1. Purchase and Sale. Seller agrees to sell and Buyer agrees to purchase real property located in the County of Kootenai, State of Idaho, comprised of approximately 3.29 acres in a portion of Section 5, Township 50 North, Range 3 West, Boise Meridian, the ("Property"), more particularly described as follows:

N2-N2-NW-NW Lying NWLY of the Road, ex Tax #25411

See Exhibit 'A,' attached hereto and incorporated herein containing the legal description and map.

Including any and all appurtenances, tenements, hereditaments, reversions, remainders, easements, rights-of-way and water rights anyway appertaining to the property herein described.

2. Purchase Price. The total purchase price of the Property is One Hundred Eighty-three Thousand Four Hundred Thirty-nine and 87/100 Dollars (\$183,439.87) ("Purchase Price"). The Purchase Price shall be payable at closing, Buyer shall pay to Seller One Hundred Eighty-three Thousand Four Hundred Thirty-nine and 87/100 Dollars (\$183,439.87).

3. Buyer's Conditions. All conditions set forth in this Section 3 shall be conclusively deemed satisfied or waived by Buyer at closing, or as otherwise set forth below, unless the Agreement is terminated as set forth below:

(a) **Condition of Title.** Title to the Property shall be conveyed by Warranty Deed and shall be free and clear of all liens, easements or encumbrances caused or suffered by Seller or anyone claiming by or through Seller except (i) the lien of taxes not yet due and payable and (ii) those liens, encumbrances, easements, assessments, restrictions, and tenancies of record or that are reasonably obvious from a physical inspection of the Property.

(b) **Commitment for Title Insurance.** Buyer approves the Commitment for Title Insurance ("Commitment") issued by _____ ("Title Company"), covering the Property. Prior to closing, Seller shall deliver to Buyer a commitment for a standard owner's policy of title insurance ("Title Commitment"). Upon receipt, Buyer has five (5) days or until closing, whichever occurs first, to review and object, in writing with notice to Seller, to an exception on the Title Commitment. If Seller is unwilling or unable to remove the exception to which Buyer objects by closing, Buyer shall have the right to terminate this

Agreement, and each party thereafter shall be released and discharged from any further obligation under this Agreement. At closing, Seller shall purchase and provide Buyer with a standard coverage owner's policy of title insurance from the Title Company ("Title Policy") in the full amount of the Purchase Price, insuring that fee simple title is vested in the Buyer subject only to the exceptions shown on the Title Commitment approved by the Buyer.

4. Closing.

(a) Closing shall occur on the ____ day of _____, 2021, or as the parties otherwise agree ("Closing Date").

(b) On or before the Closing Date, Seller shall deposit with Closing Agent a duly executed and acknowledged Warranty Deed conveying Real Property to Buyer.

(c) On or before the Closing Date, Buyer shall deposit with Closing Agent the payment of One Hundred Eighty-three Thousand Four Hundred Thirty-nine and 87/100 Dollars (\$183,439.87).

5. Seller's Representations and Warranties. Seller represents and warrants to Buyer, as of the Effective Date and as of the Closing Date, to Seller's actual knowledge, the following:

(a) **Seller's Authority.** Seller has full power and authority to execute this Agreement and to perform Seller's obligations hereunder.

(b) **Non-foreign Status.** Seller is not a "foreign person" for purposes of Section 1445 of the Internal Revenue Code. Prior to the Closing Date, Seller shall execute and deliver to the Closing Agent an affidavit in order to meet the Foreign Investment in Real Property Tax Act ("FIRPTA") requirements of I.R.C. § 1445.

(c) **Hazardous Materials; Indemnity.** Seller has no knowledge of any "Hazardous Materials" (as hereinafter defined) having been used, produced, released, stored, transported, disposed of, generated, deposited or otherwise existing in, over, under or upon the Property by any person or entity whatsoever during the period of Seller's ownership in violation of any Environmental Laws. Furthermore, (1) no notice of violation of any Environmental Law or any other Law (and no complaint, order, directive, claim, citation or notice relating to any Environmental Law or other Law) has been issued with respect to the Property during the period of Seller's ownership and (2) no notice of noncompliance with any Permit relating to the development or use of the Property during the period of Seller's ownership has been issued.

(d) **Judicial Proceedings; Condemnation.** There are no pending actions or

judicial proceedings of any type which have been instituted or which are pending or threatened against the Property and Seller has no actual knowledge of any facts or circumstances which could give rise to such action or judicial proceedings. Seller has received no written notice of any existing, pending or threatened investigation or inquiry by any governmental authority with respect to any remedial obligations pertaining to the Property under any applicable federal, state or local laws, regulations or ordinances pertaining to health or the environment, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980 and the Resource Conservation and Recovery Act of 1976. Without limiting the foregoing, there are no pending or threatened condemnation proceedings which could affect all or any portion of the Property, or the performance by Seller of any of Seller's obligations set forth in this Agreement.

(e) **No Violation of Law.** Neither the Property nor the sale of the Property violates any applicable statute, ordinance or regulation, nor any order of any court or any governmental authority or agency, pertaining to the Property or the use occupancy or condition thereof.

(f) **Title.** Seller has good and marketable title to the Property free and clear of any defects or encumbrances done, made or suffered by Seller except the lien of taxes and regular assessments, not yet due and payable, for the year of Closing and the Permitted Exceptions.

(g) **Actual Knowledge.** For purposes of this Section 5, Seller's actual knowledge means the actual knowledge of Seller on the Effective Date and the actual knowledge of Seller on the Closing Date.

(h) **Indemnification.** Seller agrees to indemnify, defend and hold harmless Buyer from and against any and all liabilities, claims, suits, judgments, damages, expenses, losses, diminution in value, fees, penalties, fines and costs (including, but not limited to, reasonable attorneys' fees and reasonable attorneys' fees on appeal), judgments, proceedings, and causes of action of any kind whatsoever, arising out of or in any way connected with Seller's breach of the representations and warranties set forth in this Section 5. If, prior to Closing, Buyer discovers or is informed by Seller of facts at variance with a Seller's representation or warranty under this Section 5, Buyer shall be entitled to terminate this Agreement, or to proceed to Closing. If Buyer proceeds to Closing, Buyer shall be deemed to have waived any right to assert such facts as the basis for an allegation of breach of such Seller representation or warranty.

6. Buyer's Representations and Warranties. Buyer represents and warrants to Seller the following:

(a) Buyer will construct a four (4) foot wide trail through the Property to

connect with the trail system on other property owned by Cancourse, LLC, north of the Property within two (2) years of the effective date of this Agreement.

(b) In constructing the trail, Buyer shall make every effort to keep the grade of the trail at less than eight percent (8%).

(c) No other utilities will be allowed on the property except what is needed for the water tank for level and control transmission and distribution of water, such as communication antennas and/or facilities from other providers.

(d) Buyer will not allow parking on Property other than for maintenance to the City water utility.

(e) Buyer will paint the water tank so as to blend in with the hillside to the extent reasonably possible.

(f) Buyer will remove all unhealthy trees from the Property and will reasonably maintain the Property.

7. Costs. Buyer and Seller shall equally share all escrow fees and recording fees. Seller shall pay the premium for the Title Policy. Taxes, assessments, and other items capable of proration shall be prorated as of the Closing Date. For the purposes of prorations, Buyer shall be deemed to have owned the Property for the entire Closing Date.

8. Broker. Buyer and Seller each represent and warrant that it has neither employed nor associated with any broker or agent in connection with this transaction. Buyer and Seller each hereby agree to indemnify and defend the other against any and all commissions, finder's fees or other fee or any claim therefore by any broker in connection with this transaction claiming through the indemnifying party.

9. Miscellaneous.

(a) **Attorneys' Fees.** In the event any party is required to initiate or defend litigation to enforce the terms of this Agreement or the conveyance of the Property, the prevailing party in such litigation shall be entitled to costs and reasonable attorney's fees incurred in connection with such litigation, including such costs and attorney's fees on any appeal.

(b) **Notices.** Notices shall be given in writing and may be sent by personal service, mail or other established express delivery service at the following addresses:

SELLER: Cancourse, LLC
2823 E. Thomas Lane
Coeur d'Alene, ID 83815

BUYER: City of Coeur d'Alene
710 E. Mullan Avenue
Coeur d'Alene, ID 83814
Attn: City Clerk

(c) **Counterparts.** This Agreement may be executed in counterpart, each of which shall be deemed an original and all of which shall constitute a single instrument. Signature pages may be detached from individual counterparts and attached to a single or multiple original in order to form a single or original copy of this document.

(d) **Survival.** The entire Agreement shall survive closing.

(e) **Successors.** This Agreement shall be binding upon the heirs, successors, assigns and personal representatives of the parties hereto.

(f) **Headings.** Section headings are for convenience only and shall not be deemed to define, limit or construe the contents of any terms, consents or conditions in this Agreement.

(g) **Entire Agreement.** This Agreement, together with the exhibits attached hereto, contains the entire Agreement between the parties hereto and supersedes all prior understandings and Agreements, oral or written, with respect to the subject matter hereof.

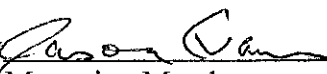
(h) **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of Idaho. Venue for any litigation shall be in the District Court of the First Judicial District in and for the County of Kootenai.

(i) A memorandum of this Agreement may be recorded in the records of Kootenai County, Idaho, reflecting the existence of this Agreement and the City's responsibility for payments and other obligations contained herein.

EXECUTED as of the date first set forth above.

SELLER:

CANCOURSE, LLC

By  _____
Its Managing Member
Jason Evans

BUYER:

City of Coeur d'Alene, Idaho

By _____
Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

Kootenai County, Idaho

generated on 11/10/2021 4:01:26 PM CST

Parcel

Parcel Number 50N03W053160	AIN 225675	Situs Address ,	Data as of 11/6/2021
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Owner Information

Owner Name	CANCOURSE LLC
Owner Address	2823 E THOMAS LN COEUR D ALENE ID 83815
Transfer Date	09/25/2019
Document #	
Deed Book/Page	

Location / Description

Tax Authority Group	024000	Current Legal Desc.	N2-N2-NW-NW LYING NWLY OF ROAD EX TAX#25411 0550N03W
Situs Address	,		
Acreage	3.2919		

Parcel Type

Property Class Code	512- Rural residential tract
Neighborhood Code	6450 FERNAN/FRENCH/NETTLETON

Assessment Information

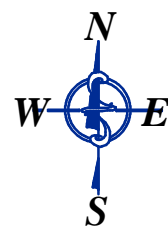
Appraisal Date	07-13-2021	Current Year	2021	Prior Year	2020
Market Value Land	\$146,372	Homeowners Eligible Amt Land	\$0	Homeowners Eligible Amt Land	\$0
Market Value Improvement	\$0	Homeowners Eligible Amt Imp	\$0	Homeowners Eligible Amt Imp	\$0
Total Market Value	\$146,372	Sum Homeowners Eligible Amt	\$0	Sum Homeowners Eligible Amt	\$0
		Homeowners Exemption Allowed	\$0	Homeowners Exemption Allowed	\$0
Acreage	3.2919	Total Market Value	\$146,372	Total Market Value	\$114,493
		Homeowners Exemption Allowed	\$0	Homeowners Exemption	\$0
		Ag/Timber Exemption	\$144,588	Ag/Timber Exemption	\$112,518
		Other Exemptions	\$0	Other Exemptions	\$0
		Net Taxable Value	\$1,784	Net Taxable Value	\$1,975

Kootenai County, Idaho



MapTile Location within Township

6	5	4	3	2	1
7	8	9	10	11	12
18	17	16	15	14	13
19	20	21	22	23	24
30	29	28	27	26	25
31	32	33	34	35	36



THIS DRAWING IS TO BE USED FOR REFERENCE PURPOSES ONLY. THE COUNTY IS NOT RESPONSIBLE FOR ANY INACCURACIES CONTAINED HEREIN.

Map Revisions

- 11/09/09 - ET
50N03W-05-3160 redescribed as geo description (10)
- 12/10/10 - JB
Ptn 50N03W-05-4620 combined w/ 4700 & redescribed as geo description; Rem 4620 redescribed as geo description (11)
- 12/20/13 - GP
50N03W-05-3860 out of 3810; Rem 3810 redescribed as Tax#23704 (14)
- 02/18/14 - VMW
50N03W-05-3860 combined w/ 3810 (14)
- 12/01/15 - ET
Ptn 50N03W-05-3800 & 3810 redescribed as Tax#24258 & #24257 for boundary line adj (16)
50N03W-05-3100 combined w/ 3120 (16)
- 7/15/16 - GP
50N03W-05-3815 out of 3810 (17)
- 06/26/18 - VMW
50N03W-05-4000 combined w/ 3985 (19)
- 07/11/18 - TH
50N03W-05-4750 out of 4700 as Tax#25264 (19)
- 08/21/18 - VMW
50N03W-05-4620 combined w/ 4700 & redescribed as Tax#25302 (19)
- 01/31/19 - ET
Ptn 51N03W-32-6320 out of 50N03W-05-3160 as Tax#25411 (19)
- 12/30/20 - GP
Ptn 50N03W-05-4700 redescribed as Tax#26156; 4750 & rem 4700 redescribed as Tax#26157 (21)

Notes:

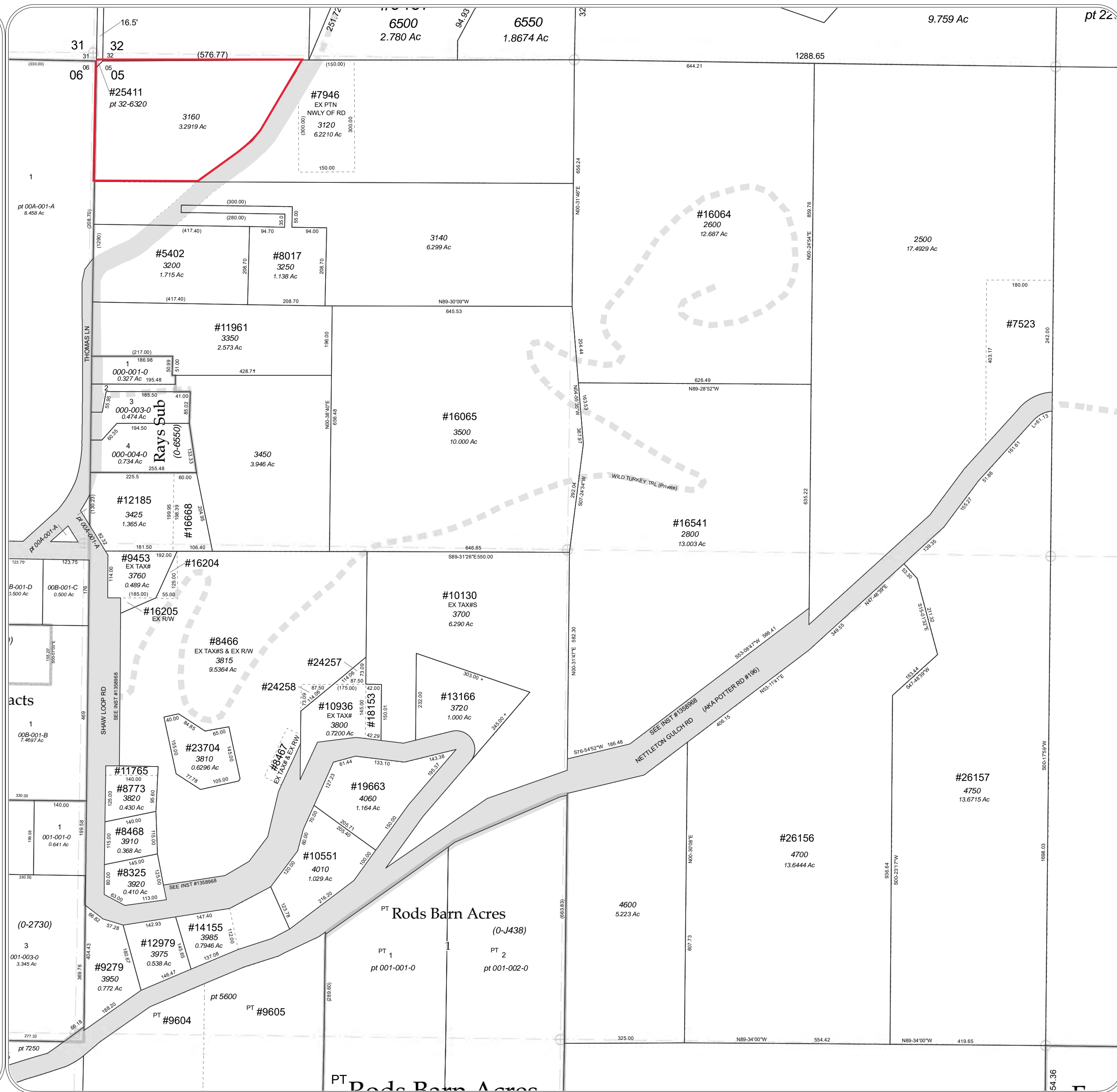
Parcel areas have been calculated by traverse closure when sufficient information has been available. Area shown is Net Assessable Area; Right-of-Way, where applicable, has been subtracted. Distances and curve lengths less than 50' may not be shown due to scale limitations. Dimensions in parenthesis denote record and/or platted lot dimensions.

LOCATION OF ROADS SHOWN ARE BASED ON ADDRESSABLE ROAD INFORMATION AND MAY OR MAY NOT BE PUBLIC.

Parcel Identification Number (PIN) are comprised as follows:
 Platted: Sub-code and Parcel ID# ex. C-3510 and 021-999-C Resulting PIN = C-3510-021-999-C or C3510021999C
 Unplatted: TwpRngSec and Parcel ID# ex. 50N03W-16 and 7950 Resulting PIN = 50N03W-16-7950 or 50N03W167950

Legend

- (C-5357) Sub-code
- 001-001-A Parcel ID# (PIN)
- TaxParcels
- Private Roads
- City Limits
- LegalAreas
- Plat Boundaries
- Road RW
- Railroad
- GCDB_Corners
- GCDB_Lines



**CITY COUNCIL
STAFF REPORT**

DATE: November 16, 2021

FROM: Hilary Anderson, Community Planning Director

SUBJECT: Request to Apply for CLG Grant Funds for Training and Garden District Nomination to National Register of Historic Places

DECISION POINT:

The City Council is being asked to support staff and the Historic Preservation Commission in applying for Certified Local Government (CLG) grant funds for Historic Preservation Training and for Consultant Assistance to Nominate the Garden District to the National Register of Historic Places.

HISTORY:

The City Council adopted the Historic Preservation Code and formed a Historic Preservation Commission in 2019. The City Council also directed staff to apply for Certified Local Government (CLG) grant funds in 2019 for the preparation of a citywide historic preservation plan and historic preservation training for staff and the new commission. The City was awarded FY 20 CLG grant funds. The draft preservation plan is complete and being presented to the City Council at the November 16th meeting. The Commission was unable to fully utilize the training funds due to the pandemic and training sessions and conferences being cancelled in 2020 and 2021.

Coeur d'Alene's draft Historic Preservation Plan includes an Action Plan for consideration by the City Council, and, if approved, priority items for the Planning Commission and staff to implement over time. One of the priority items is to continue the efforts of the County's Historic Preservation Commission on the Garden District Reconnaissance Survey and pursue nomination to the National Register of Historic Places for the neighborhood to receive a Historic District designation. The County's Historic Preservation Commission has completed their work on the Garden District Reconnaissance Survey in 2021 and has officially turned over the effort to the City's Historic Preservation Commission following submittal to SHPO for review and approval.

FINANCIAL ANALYSIS:

The City previously applied for, and was awarded, \$3,175 in training funds through the CLG grant for Historic Preservation Training. Only \$335 of the training grant funds was spent during the pandemic. Staff and the Commission would like to apply for the same amount again to pursue historic preservation training for FY 22.

The consultant fee for a historic district nomination is estimated to cost approximately \$15,000. Staff and the Commission would like to apply for CLG grant funds in the amount of \$15,000 for the effort. If awarded, there is a 1 to 1 match required, but can be in-kind match. The volunteer rate is \$24.24/hour and City staff time used on commission can also be used as match, at the fully loaded rate. For comparison, the City applied for and was awarded \$15,000 for the Historic Preservation Plan. Staff, the

commissioners and Council Liaison were able to satisfy the required in-kind match with volunteer hours and the City's cash match to meet the grant requirement.

PERFORMANCE ANALYSIS:

Every year, the National Park Service provides money through the Historic Preservation Fund, which comes from offshore oil lease money. A minimum of 10% of money has to go to CLG's every year. Generally, \$75,000-77,000 is available to Idaho's CLG communities each year. It is a competitive grant process. On average, 8-15 projects get funded each year. Grants can be used to send city staff, commission members and council members to get training in historic preservation – travel costs, training fees, etc.

CLG communities are eligible to receive grant funding from the state related to historic preservation (training, studies, and rehabilitation), having a greater voice in preservation efforts carried out by state and federal agencies, and supporting local historic preservation efforts, including providing the resource and support for individual property owners or neighborhoods seeking voluntary designation of their site as a historic.

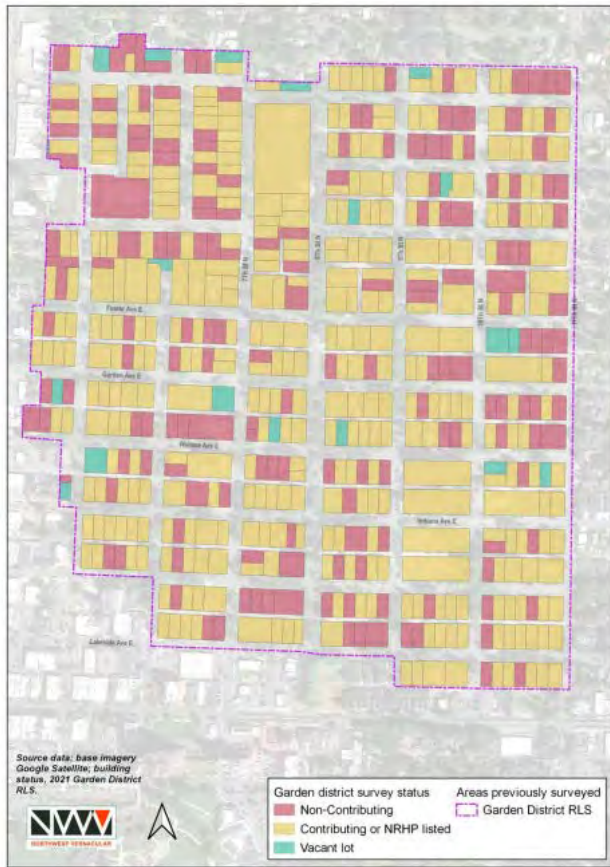
It is important to note that by pursuing the Historic District designation for the Garden District does not mean that buildings will be protected from demolition or that historic structures are unable to be modified. That would require additional protections to put into the City Code by adopting an ordinance related to historic preservation and local measures to protect historic structures. That is not the proposal at this time. Although one consideration in the draft Historic Preservation Plan and draft Envision Coeur d'Alene (comprehensive plan update) is to create a historic overlay district allowing neighborhoods the ability to opt in.

Some of the benefits of Historic Districts include: *greater valuation stability related to property values; properties in historic districts remain in demand, even during economic downturns, so owners are able to sell before they're forced into foreclosures; historic districts provide housing options for a range of household sizes and incomes, which can lead to economic integration within a neighborhood; and historic properties and districts manage change while retaining the quality and character of a city and its neighborhoods* (City of Coeur d'Alene Historic Preservation Plan, Northwest Vernacular, 2021)

The effort to nominate the Garden District would be able to build off of the work done by the County's commission for the Reconnaissance Survey, but would require more detailed/in-depth architectural descriptions and mapping. It would also require a robust public engagement element. Some of the engagement efforts done for the Garden District Reconnaissance Survey will count toward the public engagement for the nomination process.

According to the Historic Preservation Plan, "530 buildings surveyed at the reconnaissance level within the Garden District neighborhood with recommendations for a historic district. The survey included 517 residences, with the remainder of the buildings comprised of churches, schools and commercial buildings." The Garden District Survey Status Map from the draft City of Coeur d'Alene Historic

Preservation Plan is provided below. As you can see on the map, the yellow properties are either contributing or NRHP listed. They represent the majority of properties in the neighborhood.



Map 10. Garden District Survey Status

The Garden District Board voted unanimously to pursue National Register of Historic Places status and approached the County HPC in 2018. SHPO approved the CLG grant for the County’s Historic Preservation Commission for the Reconnaissance Survey in Spring 2019. The Garden District Board distributed notices to every property in Garden District and had a well-attended public meeting in October of that year. Many of the Garden District owners assisted with the Reconnaissance Survey of individual properties to determine historic status and contributing factors for a Historic District. Staff from SHPO, the consultant who prepared the Reconnaissance Survey (Sharon Boswell), Northwest Vernacular (consultants for the Historic Preservation Plan) and the Historic Preservation Commission all feel that the next step and priority would be to pursue the Historic District designation for the Garden District neighborhood. The deadline for applying for a historic preservation grant is December 31, 2021.

DECISION POINT/RECOMMENDATION:

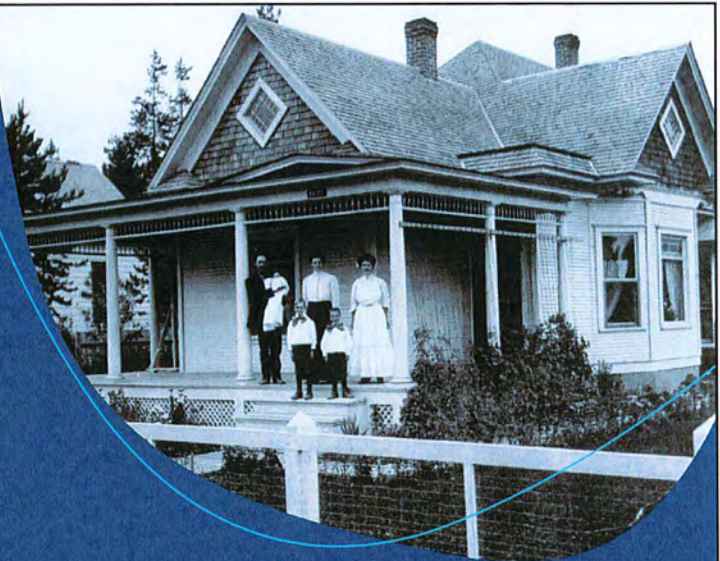
The City Council should support staff and the Historic Preservation Commission in applying for Certified Local Government (CLG) grant funds in the amount of \$3,175 for Historic Preservation Training and in the amount of \$15,000 for Consultant Assistance to Nominate the Garden District to the National Register of Historic Places.

Historic Preservation CLG Grant Request

City Council
November 16, 2021

CLG Grant Request

- Historic Preservation Training: \$3,175
- Nomination of Garden District to NRHP: \$15,000

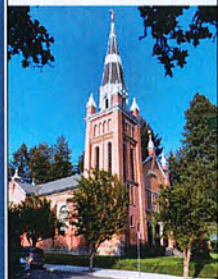


Performance Analysis

- The Garden District Board voted unanimously to pursue National Register of Historic Places status and approached the County HPC in 2018.
- SHPO approved the CLG grant for the County's Historic Preservation Commission for the Reconnaissance Survey in Spring 2019.
- 530 properties surveyed. Majority are contributing or eligible for historic listing.
- Support from neighborhood, SHPO, Commission, and consultants to pursue Historic District designation.



United Methodist Church (Revolution Church)
623 E Wallace Ave

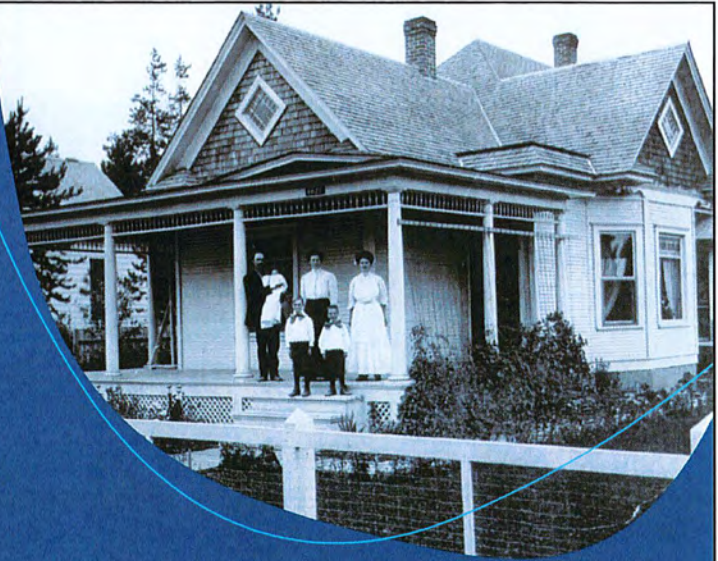


St. Thomas the Apostle Catholic Church
610 E Indiana Ave
Figure 22. NRHP listed buildings within the Garden District Survey area.



Grant Submittal Deadline

- December 31, 2021



Fiscal Impact

- The request would be for \$3,175 for training and \$15,000 for a consultant to assist with the nomination.
- There is a 1-to-1 match required, but it can be with in-kind contributions and cash.
- The Historic Preservation Plan CLG grant was \$15,000 and all matching requirements were met for that grant.

Decision Point/Recommendation

The City Council should support staff and the Historic Preservation Commission in applying for Certified Local Government (CLG) grant funds in the amount of \$3,175 for Historic Preservation Training and in the amount of \$15,000 for Consultant Assistance to Nominate the Garden District to the National Register of Historic Places.

RESOLUTION NO. 21-071

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING STAFF AND THE HISTORIC PRESERVATION COMMISSION TO APPLY FOR CERTIFIED LOCAL GOVERNMENT (CLG) GRANTS IN THE AMOUNT OF \$3,175.00 FOR HISTORIC PRESERVATION TRAINING IN 2022 AND IN THE AMOUNT OF \$15,000 FOR A CONSULTANT FEE TO ASSIST WITH THE NOMINATION OF THE GARDEN DISTRICT TO THE NATIONAL REGISTER OF HISTORIC PLACES AS AN HISTORIC DISTRICT.

WHEREAS, the Community Planning Director has recommended that the City of Coeur d'Alene apply for Certified Local Government grants in the amount of \$18,175.00 from the State Historic Preservation Office (SHPO) for historic preservation training and for a consultant fee to assist with the nomination of the Garden District to the National Register of Historic Places as an Historic District; and

WHEREAS, it is deemed to be for the best interests of the City of Coeur d'Alene and the citizens thereof to apply for such grants.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City authorize staff and the City's Historic Preservation Commission to apply for SHPO grant as described above.

BE IT FURTHER RESOLVED that staff be and they are hereby authorized to execute all instruments necessary to apply for such grants on behalf of the City.

DATED this 16th 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 16, 2021
FROM: Terry Pickel, Water Department Director
SUBJECT: Approval for Construction of a New 18” Water Transmission Main Along the Centennial Trail.

DECISION POINT: Should City Council accept the lowest responsive base bid of \$765,215.00 and award a construction contract to LaRiviere, Inc., for installation of a new 18” water transmission main along the Centennial Trail?

HISTORY: Through the 2012 Water Comprehensive Plan Update, deficiencies were identified in regard to system capacity and supply in the General Zone which supplies the southern half of the city. The Plan set forth a general construction schedule, based on projected peak demands, for a future supply for the General Zone. It was determined that a new source, or sources, totaling 4000 gallons per minute would be required to adequately supply the General Zone to expected build out. The ultimate problem is locating a suitable site for a new well within the existing boundaries of the General Zone as space is at a premium. An engineering consultant came up with the idea that, since we were already drilling a new source on the western edge of the City, why not divert an existing source, in this case the Atlas Well, to the General Zone via a new transmission main. This seemed to be a more logical approach than trying to push water from the western edge of the city limits.

FINANCIAL ANALYSIS: Funding for the proposed project is included in the 2021-22 FY budget at \$1,500,000.00 to be paid out of Capitalization Fees. The base bids received for phase three were as follows: S & L Underground, Inc., at \$1,139,275.00, Halme Construction at \$914,043.00, Northwest Grading, Inc., at \$891,962.20; Big Sky ID, Corp., at \$827,092.00, and the lowest responsive bid received from LaRiviere, Inc., at \$765,215.00. The engineer’s estimate was \$715,000.00. Two Add Alternates were included for 2 phases of fiber optic conduit installation for City Fiber by each bidder. Under LaRiviere’s bid, Add Alternate 1, which provides conduit from Atlas Road at the Trail to Riverstone Dr. and Seltice Way, was \$64,566.50. Add Alternate 2, which includes boring conduit from Riverstone Drive along Seltice Way to and across Northwest Blvd., was \$60,932.00. The consulting engineer reviewed all bids for accuracy. Considering the Add Alternates, LaRiviere’s total bid was still the lowest.

PERFORMANCE ANALYSIS: The Centennial Trail Transmission Main will move water from the Atlas Well south to I-90 and then east along the trail to the Riverstone Drive area where it will supply adequate water to the General Zone to meet peak demand. Construction on this third phase is scheduled to take place in early spring, mainly due to delayed availability of parts and materials, and will require temporary closure of the trail for construction. New asphalt will be installed from just west of Riverstone Dr. to the Atlas/Trail overpass. The main installation will eliminate two I-90 crossings in the process which will benefit I-90 future expansion. This will complete the planned transmission main routing for Atlas Well.

DECISION POINT/RECOMMENDATION: City Council should accept the lowest responsive base bid of \$765,215.00 and award a construction contract to LaRiviere, Inc., for installation of a new 18” water transmission main along the Centennial Trail. The contract should also include the option to accept the two Add Alternates for a total of \$125,498.50 for a contract not to exceed \$890,713.50.

November 9, 2021

TERRY PICKEL
CITY OF COEUR d'ALENE WATER DEPT.
710 E MULLAN AVE.
COEUR d'ALENE, ID 83814

Re: CdA Transmission Line- Centennial Trail Section

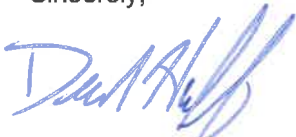
Dear Terry:

Enclosed please find the bid tabulation, summary and review checklist for the bids which were received at City Hall for the CdA Transmission Line- Centennial Trail Section Project. We have reviewed the bid packages received and they all appear to be responsive.

Welch Comer & Associates recommends awarding the base bid, in the amount of \$765,215. and any chosen alternates to the low bidder, LaRiviere, Inc.

Should you have any questions, please contact our office.

Sincerely,



Derek Huff, EIT
Project Engineer

DAH/mdp
Enclosures

CITY OF COEUR D'ALENE															
TRANSMISSION LINE - CENTENNIAL TRAIL															
BID TABULATION															
Bid Opening: 11/09/2021 @ 2 P.M.															
Pay Item	Description	Pay Unit	Estimated Quantity	Engineer's Estimate		LaRiviere, Inc.		Big Sky ID Corp		Northwest Grading, Inc.		Halme Construction		S&L Underground, Inc.	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
Base Bid															
015050.01	Mobilization	LS	1	\$34,000.00	\$ 34,000.00	\$68,526.00	\$ 68,526.00	\$ 50,000.00	\$ 50,000.00	\$ 55,322.00	\$ 55,322.00	\$110,000.00	\$ 110,000.00	\$175,000.00	\$ 175,000.00
015500.03	Traffic Control	LS	1	\$ 2,000.00	\$ 2,000.00	\$13,961.00	\$ 13,961.00	\$ 20,177.00	\$ 20,177.00	\$ 10,027.00	\$ 10,027.00	\$ 15,000.00	\$ 15,000.00	\$ 35,000.00	\$ 35,000.00
015713.04	Site Control	LS	1	\$20,000.00	\$ 20,000.00	\$18,783.00	\$ 18,783.00	\$ 4,009.00	\$ 4,009.00	\$ 3,030.00	\$ 3,030.00	\$ 71,000.00	\$ 71,000.00	\$ 50,000.00	\$ 50,000.00
311000.01	Tree Removal	EA	6	\$ 1,000.00	\$ 6,000.00	\$ 2,350.00	\$ 14,100.00	\$ 576.00	\$ 3,456.00	\$ 2,621.00	\$ 15,726.00	\$ 1,100.00	\$ 6,600.00	\$ 1,500.00	\$ 9,000.00
31231613	Exploratory Excavation	HR	12	\$ 300.00	\$ 3,600.00	\$ 414.00	\$ 4,968.00	\$ 433.00	\$ 5,196.00	\$ 637.20	\$ 7,646.40	\$ 230.00	\$ 2,760.00	\$ 250.00	\$ 3,000.00
321216.01	Saw Cutting	LF	100	\$ 5.00	\$ 500.00	\$ 4.00	\$ 400.00	\$ 6.00	\$ 600.00	\$ 2.50	\$ 250.00	\$ 3.00	\$ 300.00	\$ 4.00	\$ 400.00
321216.02	AC Pavement Removal	SY	4200	\$ 5.00	\$ 21,000.00	\$ 3.00	\$ 12,600.00	\$ 3.00	\$ 12,600.00	\$ 5.36	\$ 22,512.00	\$ 2.40	\$ 10,080.00	\$ 6.00	\$ 25,200.00
321216.03	Asphalt Trail Restoration (2"/4")	SY	4200	\$ 25.00	\$ 105,000.00	\$ 23.00	\$ 96,600.00	\$ 32.00	\$ 134,400.00	\$ 30.95	\$ 129,990.00	\$ 29.25	\$ 122,850.00	\$ 23.50	\$ 98,700.00
321313.01	Concrete Sidewalk Restoration	SY	100	\$ 50.00	\$ 5,000.00	\$ 95.00	\$ 9,500.00	\$ 119.00	\$ 11,900.00	\$ 91.30	\$ 9,130.00	\$ 192.00	\$ 19,200.00	\$ 150.00	\$ 15,000.00
329219.01	Hydroseeding	LS	1	\$ 2,000.00	\$ 2,000.00	\$17,436.00	\$ 17,436.00	\$ 5,597.00	\$ 5,597.00	\$ 6,522.00	\$ 6,522.00	\$ 20,110.00	\$ 20,110.00	\$ 16,000.00	\$ 16,000.00
331116.01	8-inch AWWA C900 DR-18 Waterline	LF	15	\$ 125.00	\$ 1,875.00	\$ 98.00	\$ 1,470.00	\$ 82.00	\$ 1,230.00	\$ 101.05	\$ 1,515.75	\$ 295.00	\$ 4,425.00	\$ 120.00	\$ 1,800.00
331116.02	12-inch AWWA C900 DR-18 Waterline	LF	25	\$ 150.00	\$ 3,750.00	\$ 126.00	\$ 3,150.00	\$ 100.00	\$ 2,500.00	\$ 156.15	\$ 3,903.75	\$ 283.00	\$ 7,075.00	\$ 175.00	\$ 4,375.00
331116.03	18-inch Waterline	LF	3475	\$ 125.00	\$ 434,375.00	\$ 125.00	\$ 434,375.00	\$ 135.00	\$ 469,125.00	\$ 152.62	\$ 530,354.50	\$ 133.00	\$ 462,175.00	\$ 180.00	\$ 625,500.00
331116.20	8-Inch AWWA C515 Resilient-Seated Gate Valve	EA	1	\$ 3,500.00	\$ 3,500.00	\$ 2,484.00	\$ 2,484.00	\$ 2,802.00	\$ 2,802.00	\$ 2,753.00	\$ 2,753.00	\$ 1,678.00	\$ 1,678.00	\$ 2,600.00	\$ 2,600.00
331116.21	12-Inch AWWA C540 Butterfly Valve	EA	2	\$ 3,500.00	\$ 7,000.00	\$ 3,237.00	\$ 6,474.00	\$ 3,613.00	\$ 7,226.00	\$ 4,708.00	\$ 9,416.00	\$ 3,200.00	\$ 6,400.00	\$ 3,400.00	\$ 6,800.00
331116.22	18-Inch AWWA C540 Butterfly Valve	EA	3	\$ 6,000.00	\$ 18,000.00	\$ 5,404.00	\$ 16,212.00	\$ 5,991.00	\$ 17,973.00	\$ 7,770.00	\$ 23,310.00	\$ 6,150.00	\$ 18,450.00	\$ 6,500.00	\$ 19,500.00
331116.65	Tie-in to Existing 8-inch Waterline	EA	1	\$ 6,000.00	\$ 6,000.00	\$ 5,616.00	\$ 5,616.00	\$ 10,707.00	\$ 10,707.00	\$ 5,586.00	\$ 5,586.00	\$ 3,110.00	\$ 3,110.00	\$ 3,000.00	\$ 3,000.00
331116.66	Tie-in to Existing 12-inch Waterline	EA	2	\$ 6,000.00	\$ 12,000.00	\$ 3,073.00	\$ 6,146.00	\$ 10,439.00	\$ 20,878.00	\$ 4,848.00	\$ 9,696.00	\$ 3,400.00	\$ 6,800.00	\$ 4,500.00	\$ 9,000.00
331116.67	Tie-in to Existing 18-inch Waterline	EA	1	\$ 6,000.00	\$ 6,000.00	\$ 1,388.00	\$ 1,388.00	\$ 6,031.00	\$ 6,031.00	\$ 5,069.00	\$ 5,069.00	\$ 4,000.00	\$ 4,000.00	\$ 5,500.00	\$ 5,500.00
331116.68	Fire Hydrant Assembly	EA	2	\$ 7,500.00	\$ 15,000.00	\$ 8,239.00	\$ 16,478.00	\$ 9,053.00	\$ 18,106.00	\$ 8,612.00	\$ 17,224.00	\$ 5,940.00	\$ 11,880.00	\$ 8,500.00	\$ 17,000.00
331116.69	Water Service Reconnection	EA	3	\$ 2,000.00	\$ 6,000.00	\$ 3,205.00	\$ 9,615.00	\$ 5,091.00	\$ 15,273.00	\$ 3,997.00	\$ 11,991.00	\$ 2,100.00	\$ 6,300.00	\$ 4,200.00	\$ 12,600.00
331116.74	Cap and Abandon Existing Waterline with Grout	EA	5	\$ 1,000.00	\$ 5,000.00	\$ 844.00	\$ 4,220.00	\$ 1,163.00	\$ 5,815.00	\$ 1,850.00	\$ 9,250.00	\$ 514.00	\$ 2,570.00	\$ 500.00	\$ 2,500.00
331116.75	Cap Existing Waterline with Restrained End Cap	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 713.00	\$ 713.00	\$ 1,471.00	\$ 1,471.00	\$ 1,733.00	\$ 1,733.00	\$ 1,280.00	\$ 1,280.00	\$ 1,800.00	\$ 1,800.00
	Base Bid Total				\$ 719,600.00		\$ 765,215.00		\$ 827,072.00		\$ 891,957.40		\$ 914,043.00		\$ 1,139,275.00
	Add Alternate 1														
331116.70	Fiber Conduit- Open Trench	LF	3475	\$ 20.00	\$ 69,500.00	\$ 7.50	\$ 26,062.50	\$ 11.00	\$ 38,225.00	\$ 7.00	\$ 24,325.00	\$ 24.00	\$ 83,400.00	\$ 48.00	\$ 166,800.00
331116.71	Fiber Conduit- Bored Installation	LF	220	\$ 50.00	\$ 11,000.00	\$ 22.00	\$ 4,840.00	\$ 57.00	\$ 12,540.00	\$ 20.43	\$ 4,494.60	\$ 58.00	\$ 12,760.00	\$ 210.00	\$ 46,200.00
331116.72	Fiber Hand Pull Box	EA	12	\$ 1,500.00	\$ 18,000.00	\$ 1,454.00	\$ 17,448.00	\$ 2,260.00	\$ 27,120.00	\$ 1,345.00	\$ 16,140.00	\$ 1,180.00	\$ 14,160.00	\$ 2,400.00	\$ 28,800.00
331116.73	Fiber Vault	EA	4	\$ 3,000.00	\$ 12,000.00	\$ 4,054.00	\$ 16,216.00	\$ 6,763.00	\$ 27,052.00	\$ 3,747.00	\$ 14,988.00	\$ 3,450.00	\$ 13,800.00	\$ 6,000.00	\$ 24,000.00
	Add Alternate 1 Total				\$ 110,500.00		\$ 64,566.50		\$ 104,937.00		\$ 59,947.60		\$ 124,120.00		\$ 265,800.00
331116.71	Fiber Conduit- Bored Installation	LF	2100	\$ 50.00	\$ 105,000.00	\$ 21.00	\$ 44,100.00	\$ 54.00	\$ 113,400.00	\$ 20.05	\$ 42,105.00	\$ 54.00	\$ 113,400.00	\$ 177.00	\$ 371,700.00
331116.72	Fiber Hand Pull Box	EA	6	\$ 1,500.00	\$ 9,000.00	\$ 1,454.00	\$ 8,724.00	\$ 2,268.00	\$ 13,608.00	\$ 1,345.00	\$ 8,070.00	\$ 1,174.00	\$ 7,044.00	\$ 2,400.00	\$ 14,400.00
331116.73	Fiber Vault	EA	2	\$ 3,000.00	\$ 6,000.00	\$ 4,054.00	\$ 8,108.00	\$ 6,770.00	\$ 13,540.00	\$ 3,747.00	\$ 7,494.00	\$ 3,450.00	\$ 6,900.00	\$ 6,000.00	\$ 12,000.00
	Add Alternate 2 Total				\$ 120,000.00		\$ 60,932.00		\$ 140,548.00		\$ 57,669.00		\$ 127,344.00		\$ 398,100.00
	Base Bid plus Add Alternate 1 and Add Alternate 2				\$ 950,100.00		\$ 890,713.50		\$ 1,072,557.00		\$ 1,009,574.00		\$ 1,165,507.00		\$ 1,803,175.00

**CITY OF COEUR D'ALENE
TRANSMISSION LINE - CENTENNIAL TRAIL
BID SUMMARY*
Bid Opening 11/09/2021 @ 2 P.M.**

CONTRACTOR	BASE BID	ADD ALT #1	ADD ALT #2	TOTAL
LaRiviere, Inc.	\$ 765,215.00	\$ 64,566.50	\$ 60,932.00	\$ 890,713.50
Big Sky ID Corp	\$ 827,072.00	\$ 104,937.00	\$ 140,548.00	\$ 1,072,557.00
Northwest Grading, Inc.	\$ 891,957.40	\$ 59,947.60	\$ 57,669.00	\$ 1,009,574.00
Halme Construction	\$ 914,043.00	\$ 124,120.00	\$ 127,344.00	\$ 1,165,507.00
S&L Underground, Inc.	\$ 1,139,275.00	\$ 265,800.00	\$ 398,100.00	\$ 1,803,175.00

* PLEASE NOTE THAT THIS IS FOR INFORMATION USE ONLY. THE OWNER RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS PURSUANT TO SECTION 00 2113 - INSTRUCTIONS TO BIDDERS OF THE CONTRACT DOCUMENTS.

**BID REVIEW CHECKLIST
PRIOR TO RECOMMENDATION**

OWNER: City of Coeur d'Alene

PROJECT: Transmission Line - Centennial Trail

Open Date: 11/9/2021

Bid Review Performed By: Mindy Patterson

CONTRACTOR	LaRiviere, Inc.	Big Sky ID Corp	Northwest Grading, Inc.	Halme Construction	S&L Underground, Inc.
BID AMOUNT (Base Bid)	\$ 765,215.00	\$ 827,072.00	\$ 891,957.40	\$ 914,043.00	\$ 1,139,275.00
PUBLIC WORKS LICENSE NO.	PWC 17425 U 1-2-3	002207-U	001368-U-1-2-3	PWC-C-17552	14825-U-1-2-3
License Limit (See List)					
License Confirmed with the License Board at www.dbs.idaho.gov					
BID PACKAGE					
Are all forms filled out completely and correctly?					
ALL ADDENDA ACKNOWLEDGED?	Yes	Yes	Yes	Yes	Yes
BID PROPOSAL FORM	Yes	Yes	Yes	Yes	Yes
BID SCHEDULE	Yes	Yes	Yes	Yes	Yes
FORM OF BID SECURITY	Yes	Yes	Yes	Yes	Yes
Surety Company Confirmed at www.fms.treas.gov/c570/index.html ?	Yes	Yes	Yes	Yes	Yes
LIST OF SUBCONTRACTORS	Yes	Yes	Yes	Yes	Yes
PLUMBING	Wray Plumbing	N/A			N/A
HVAC/BOILER	AirTech Mechanical	N/A			N/A
ELECTRICAL	Thorco Inc	N/A	Thorco	Midland Electric	N/A
		Cascade Cable / CdA Paving	Interstate-Paving / Traffic Control-Traffic Corp		
NON-COLLUSION AFFIDAVIT	Yes	Yes	Yes	Yes	Yes
AFFIDAVIT OF PAYMENT OR SECUREMENT OF ALL TAXES	Yes	Yes	Yes	Yes	Yes
List other requirements:					



Northwest Water System Improvements

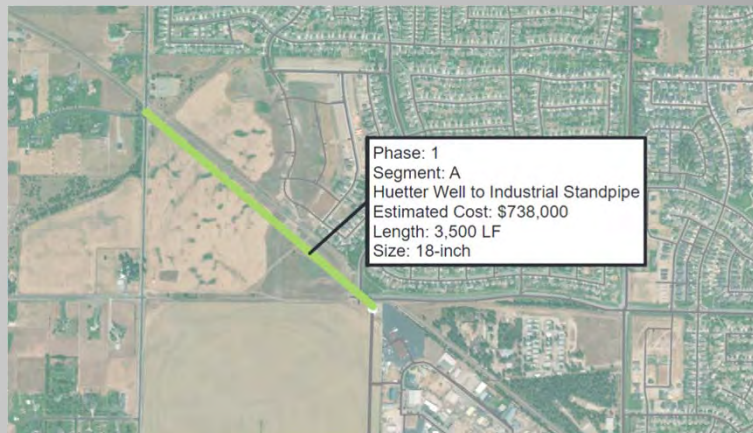
**CDA Water Department
With
Welch Comer and Associates**



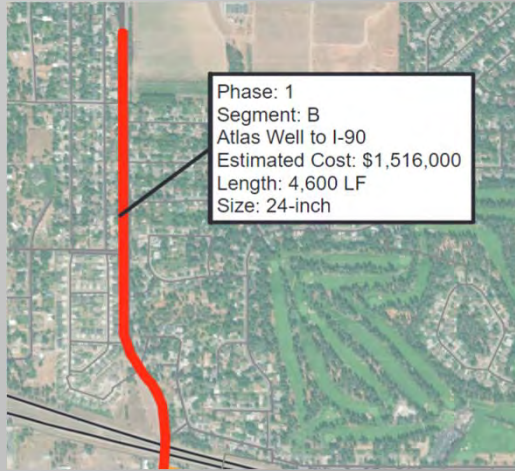
PLANNED WATER SYSTEM IMPROVEMENTS



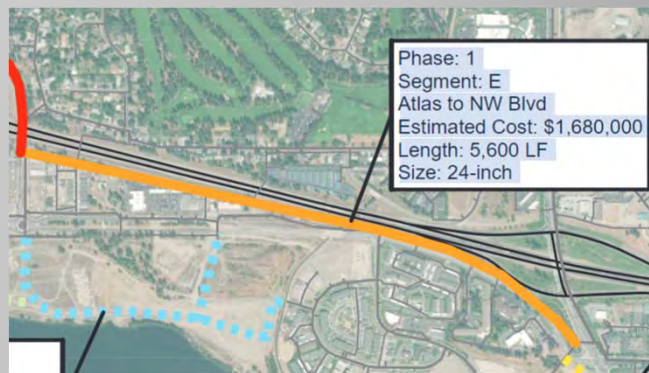
PRAIRIE TRAIL TRANSMISSION MAIN – COMPLETED 2020!



ATLAS ROAD TRANSMISSION MAIN - COMPLETED 2021!



CENTENNIAL TRAIL TRANSMISSION MAIN – READY FOR CONSTRUCTION 2022



CENTENNIAL TRAIL BID TABULATION

CITY OF COEUR D'ALENE
TRANSMISSION LINE - CENTENNIAL TRAIL
BID SUMMARY*
Bid Opening 11/09/2021 @ 2 P.M.

CONTRACTOR	BASE BID	ADD ALT #1	ADD ALT #2	TOTAL
LaRiviere, Inc.	\$ 765,215.00	\$ 64,566.50	\$ 60,932.00	\$ 890,713.50
Big Sky ID Corp	\$ 827,072.00	\$ 104,937.00	\$ 140,548.00	\$ 1,072,557.00
Northwest Grading, Inc.	\$ 891,957.40	\$ 59,947.60	\$ 57,669.00	\$ 1,009,574.00
Halme Construction	\$ 914,043.00	\$ 124,120.00	\$ 127,344.00	\$ 1,165,507.00
S&L Underground, Inc.	\$ 1,139,275.00	\$ 265,800.00	\$ 398,100.00	\$ 1,803,175.00

* PLEASE NOTE THAT THIS IS FOR INFORMATION USE ONLY. THE OWNER RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS PURSUANT TO SECTION 00 2113 - INSTRUCTIONS TO BIDDERS OF THE CONTRACT DOCUMENTS.



CENTENNIAL TRAIL TRANSMISSION MAIN

DECISION POINT/RECOMMENDATION: City Council should accept the lowest responsive base bid of \$765,215.00 and award a construction contract to LaRiviere, Inc., for installation of a new 18" water transmission main along the Centennial Trail. The contract should also include the option to conditionally accept the two Add Alternates for a total of \$125,498.50 for a contract not to exceed \$890,713.50.



CENTENNIAL TRAIL TRANSMISSION MAIN

Thank you!



RESOLUTION NO. 21-072

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING THE LOWEST RESPONSIVE BASE BID OF \$765,215.00 AND AWARDING A CONTRACT TO LARIVIERE, INC., FOR INSTALLATION OF A NEW 18" WATER TRANSMISSION MAIN ALONG THE CENTENNIAL TRAIL, INCLUDING THE OPTION TO ACCEPT THE TWO ADD ALTERNATES FOR A TOTAL OF \$125,498.50, WITH THE CONTRACT NOT TO EXCEED \$890,713.50.

WHEREAS, the City heretofore duly advertised invitation for bids for the Water Transmission Main along the Centennial Trail in Coeur d'Alene, Idaho, and said bids were opened as provided in said advertisement in the office of the City Clerk at 2:00 p.m., on Tuesday the 9th day of November, 2021, and the lowest responsible bid received was that of LaRiviere, Inc., in an amount of Eight Hundred Ninety Thousand Seven Hundred Thirteen dollars and 50/100's (\$890,713.50) (including Add Alternates); and

WHEREAS, it is in the best interests of the City of Coeur d'Alene and the citizens thereof that said bid be accepted and the contract awarded.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the bid of LaRiviere, Inc., in an amount of \$890,713.50, including Add Alternates, for the Water Transmission Main along the Centennial Trail be and the same is hereby accepted.

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

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

DATED this 16th 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
For
Centennial Trail Transmission Main Project

THIS CONTRACT is made and entered into this 16th 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 **LARIVIERE, INC.**, a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at 17564 N. Dylan Ct., Rathdrum, ID 83858, hereinafter referred to as "**CONTRACTOR**."

WITNESSETH:

WHEREAS, the **CONTRACTOR** has been awarded the contract for the **City of Coeur d'Alene Water Department Centennial Trail Transmission Main Project** in Coeur d'Alene, according to plans and specifications on file in the office of the City Clerk of the **CITY**, which plans and specifications are entitled: **City of Coeur d'Alene, Idaho, Centennial Trail Transmission Main Project Bidding and Construction Set**.

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 therefor 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 contract documents and approved by the Water Department Director, 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 an additional insured 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. 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 Sections 72-101 through 72-806. Should the **CONTRACTOR** fail to maintain such insurance during the entire term hereof, the **CONTRACTOR** shall indemnify the **CITY** against any loss resulting to the **CITY** from such failure, either by way of compensation or additional premium liability. The **CONTRACTOR** shall furnish to the **CITY**, prior to commencement of the work, such evidence as the **CITY** may require guaranteeing contributions which will come due under the Employment Security Law including, at the option of the **CITY**, a surety bond in an amount sufficient to make such payments.

The **CONTRACTOR** shall 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 equal to the sum of the total for the items of work. The total for each item of work shall be calculated by determining the actual quantity of each item of work and multiplying that actual quantity by the unit price bid by the **CONTRACTOR** for that item of work. The total amount of the contract shall not exceed **Eight Hundred Ninety Thousand, Seven Hundred Thirteen and 50/100 Dollars (\$890,713.50)**.

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

The Work will be substantially completed within one hundred seventy (**170**) calendar days after the date when contract times commence to run with the following conditions: 75 calendar days once the contractor has mobilized to the site with Trail restoration completed by no later than May 15, 2022, as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with paragraph 15.06 of the General Conditions within one hundred eighty (**180**) calendar days after the date when the Contract Times commence to run.

The **CITY** and the **CONTRACTOR** recognize that time is of the essence and failure of the **CONTRACTOR** to complete the work within the time allowed shall result in damages being sustained by the **CITY**. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the **CONTRACTOR** shall fail to complete the work within the following time limits, the **CONTRACTOR** shall pay to the **CITY** or have withheld from monies due, liquidated damages at the rate of One Thousand Five Hundred Dollars (\$1,500) 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** furthers agrees: In consideration of securing the business of construction of 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.

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

For the faithful performance of this contract in accordance with the contract documents and payment for all labor and materials, the **CONTRACTOR** shall execute good and sufficient performance 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. 1 through No. 5, dated October 27th, 2021 through November 1st, 2021.

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

The **CONTRACTOR** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, sexual orientation, and/or gender identity/expression. The **CONTRACTOR** 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, 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 **CONTRACTOR** 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 **CONTRACTOR** will, in all solicitations and advertisements for employees placed by or on behalf of the **CONTRACTOR**, state that all qualified applicants will receive consideration for employment with regard to race, color, religion, sex, national origin, sexual orientation, and/or gender identity/expression. The **CONTRACTOR** will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such

provisions will be binding upon each sub-contractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials. The **CONTRACTOR** 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.

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

CITY OF COEUR D'ALENE
KOOTENAI COUNTY, IDAHO

CONTRACTOR: LARIVIERE, INC.

Steve Widmyer, Mayor

By: _____
Its: _____

ATTEST:

ATTEST:

Renata McLeod, City Clerk
