

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.

December 21, 2021

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Pastor Mike Rima with Lake City 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. Stormwater Management Recognition

Presented by: Todd Feusier, Director of Streets and Engineering

2. 2021 Community Service Award - Hands to Lowes

Presented by: Fire Deputy Chief Bill Deruyter

3. Ron Edinger Recognition

Presented by: Woody McEvers, Council President

***ITEMS BELOW ARE CONSIDERED TO BE ACTION ITEMS

G. ANNOUNCEMENTS

1. City Council
2. Mayor – Appointments: Lauren McCroskey and T. Douglas Lowe to the Historic Preservation Commission.

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

1. Approval of Council Minutes for the December 7, 2021 Council Meeting.
2. Approval of General Services/Public Works Committee Minutes from December 13, 2021.
3. Approval of Bills as Submitted.
4. Approval of Financial Report.
5. Setting of General Services/Public Works Committee meeting for Monday, December 27, 2021 at 12:00 noon.
6. Approval of the Annual Road and Street Financial Report for the fiscal year ending September 30, 2021.

As Recommended by the Comptroller

7. **Resolution No. 21-074**
 - a. Approval of agreements with North Idaho College, Tesh, Inc., United Way of North Idaho and St. Vincent De Paul North Idaho for use of CDBG Plan Year 2021 funds.

Pursuant to City Council Action on November 16, 2021; Res. No. 21-069

- b. Approval of S-3-20 Delcardo Village Subdivision Final Plat, Subdivision Improvement Agreement and Security

As Recommend by the City Engineer

- c. Approval of an agreement with H2E, Inc. for replacement of SCADA system at the Wastewater Treatment Facility
- d. Approval of an amendment to the Professional Services Agreement with HDR Engineering, Inc., for the Solids Handling Improvements project
- e. Approval of the purchase of a 750 kW Generator from Western States CAT for the Atlas Well, under an open procurement from another agency (Sourcewell).

As Recommended by the General Services/Public Works Committee

I. OTHER BUSINESS:

1. **Resolution No. 21-075** - Approving the Historic Preservation Plan

Staff Report by: Community Planning Director Hilary Anderson

2. **A-1-21:** A proposed 21.6-acre annexation from County Agriculture/Light Industrial/Commercial to City R-17 and C-17 requested by Applicant: J.B. Dodge Company, LLC; Location: immediately northeast of the intersection of Highway 95 and Wilbur Avenue

Pursuant to Council Action on March 16, 2021

- a. **Resolution No. 21-076** – Annexation Agreement with J.B. Dodge Company, LLC for the annexation of a 21.6-acre parcel located immediately northeast of the intersection of Highway 95 and Wilbur Avenue; zoning from County Agriculture/Light Industrial/Commercial to City R-17 and C-17.
 - b. **Council Bill No. 21-1025** – Ordinance approving the annexation of 21.6-acre parcel located immediately northeast of the intersection of Highway 95 and Wilbur Avenue; zoning from County Agriculture/Light Industrial/Commercial to City R-17 and C-17 zoning district.
3. **A-3-21:** A proposed 4.18-acre annexation from County Commercial to City C-17 requested by Applicant: Kootenai Youth Recreation Organization, Inc.; Location: 3525 W. Seltice Way

Pursuant to Council Action on September 21, 2021

- a. **Resolution No. 21-077** – Annexation Agreement with Kootenai Youth Recreation Organization, Inc. for the annexation of a 4.18-acre parcel located at 3525 W. Seltice Way; zoning from County Commercial to City C-17 zoning district.
- b. **Council Bill No. 21-1026** – Ordinance approving the annexation of a 4.18-acre parcel located at 3525 W. Seltice Way; zoning from County Commercial to City C-17 zoning district.

Recognition of Mayor Widmyer

Staff Report by: Troy Tymesen City Administrator

J. ADJOURNMENT



Coeur d'Alene

CITY COUNCIL MEETING

December 21, 2021

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

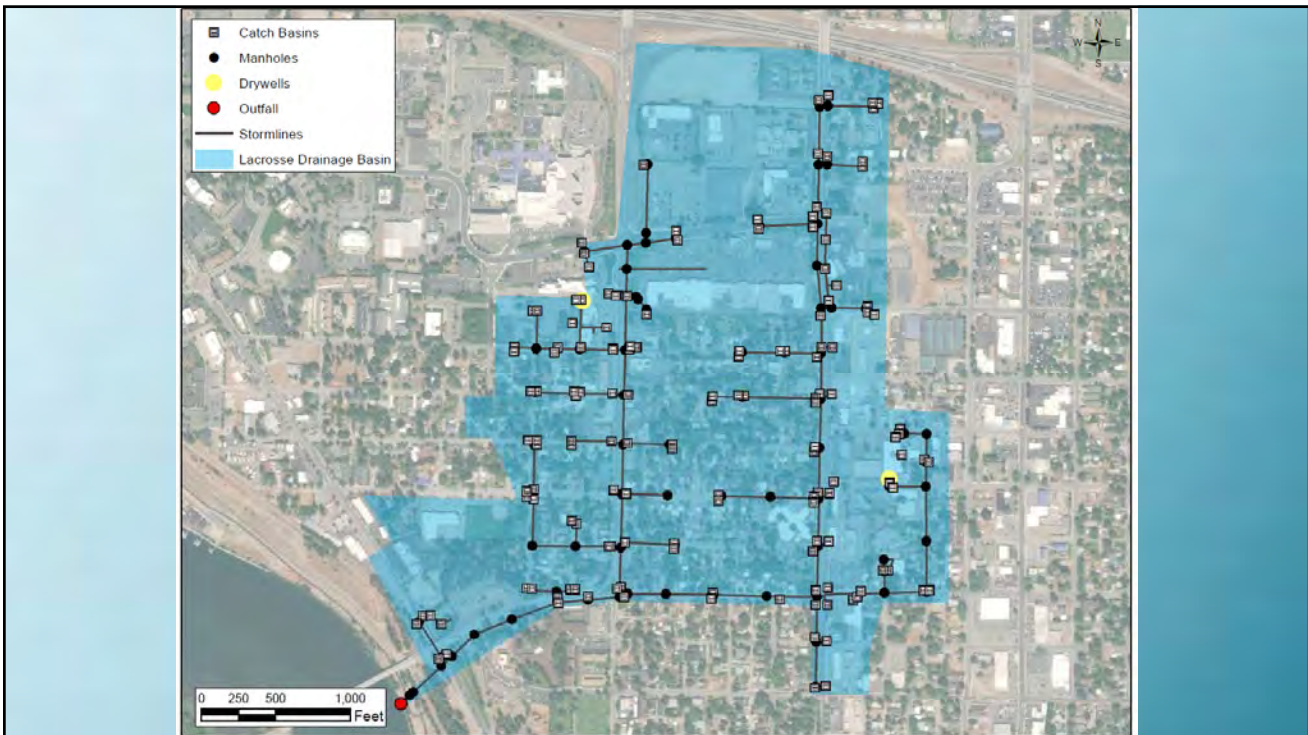
PRESENTATIONS

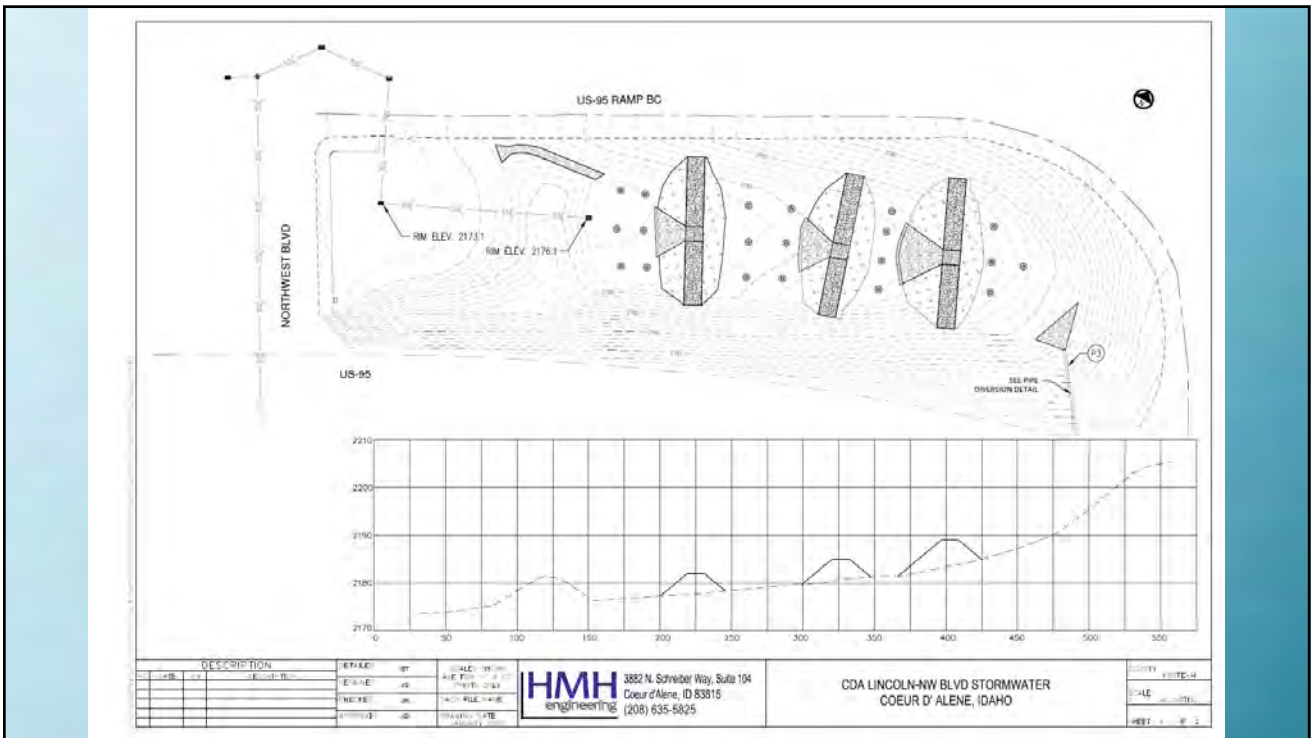


Stormwater Outfall Volume Reduction Program

US-95 / NW Blvd Swale Project Update











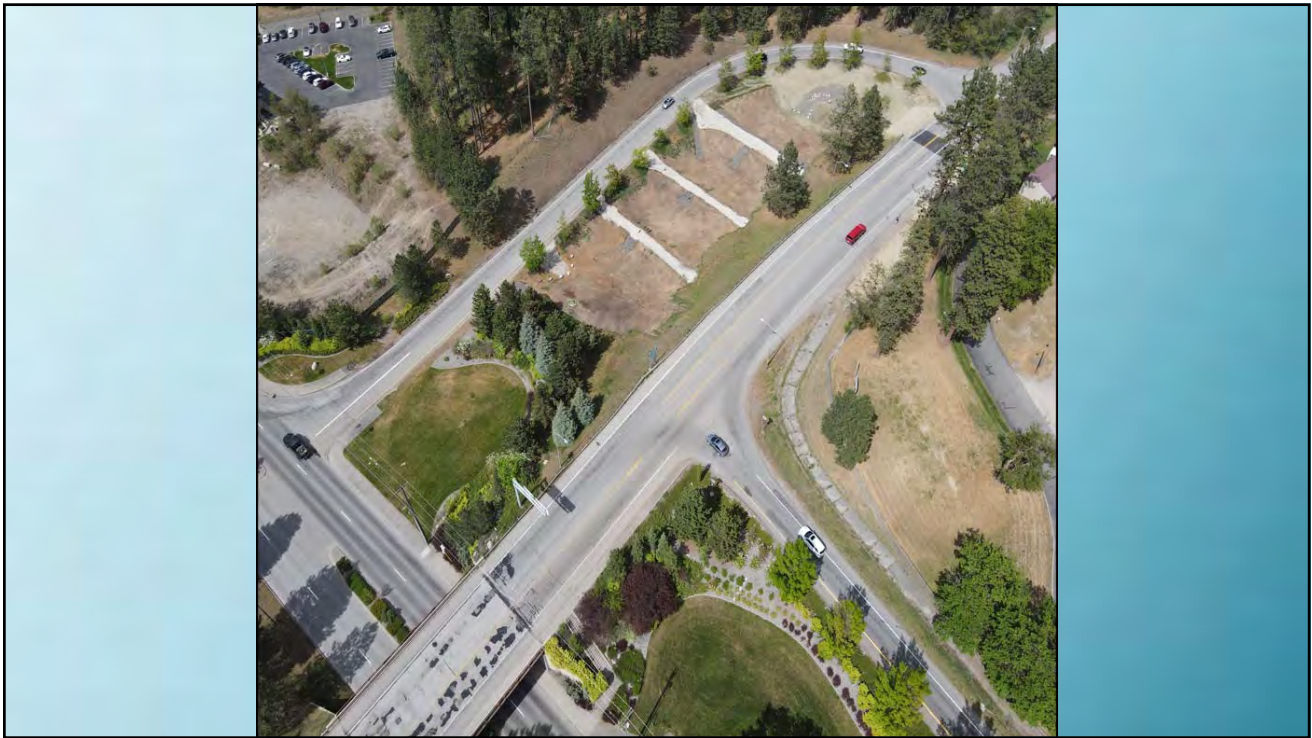
























Upcoming Stormwater Outfall Volume Reduction Projects



Leading Idaho Initiative Coeur d'Alene Lake Phosphorus Reduction Projects

Project Ranking	Project Name	Applicant
1	City of Coeur d'Alene Stormwater Outfall Volume Reduction - Sanders Beach	City of Coeur d'Alene
2	City of Kellogg Sustainable Stormwater Improvements – Outfall to Bunker Creek	City of Kellogg
3	Coeur of d'Alene Stormwater Outfall Volume Reduction - Independence Point	City of Coeur d'Alene
4	City of Kellogg Sustainable Stormwater Improvements - North Kellogg Outfall	City of Kellogg
5	Northside Stormwater Drainage Improvements - Marmot Trail Road	East Side Highway District
6	Coeur d'Alene River Stabilization	Kootenai-Shoshone Soil and Water Conservation District (SWCD)
7	St. Joe River Reduction of Phosphate	Benewah SWCD
8	City of Coeur d'Alene Stormwater Outfall Volume Reduction - Mullan Ave	City of Coeur d'Alene
9	Mica Creek Watershed Agricultural Sediment Reduction and Improvement Project Phase 2	Kootenai-Shoshone SWCD
10	City of Kellogg Sustainable Stormwater Improvements - Hill Street Outfall	City of Kellogg
11	City of Plummer and Stimson Lumber Company Municipal Wastewater Reuse Project	City of Plummer

Sanders Beach Stormwater Outfall Volume Reduction

The goal of this project is to install stormwater storage/filter systems and/or vegetated swales to divert stormwater from the existing outfalls in this combined 76-acre urban drainage area. An engineering study will determine the storage and filtration method best suited for the site.

Independence Point Stormwater Outfall Volume Reduction



The goal of this project is to install stormwater storage/filter systems and/or vegetated swales to divert stormwater from the existing outfalls in this 131-acre urban drainage area. An engineering study will determine the storage and filtration method best suited for the site.

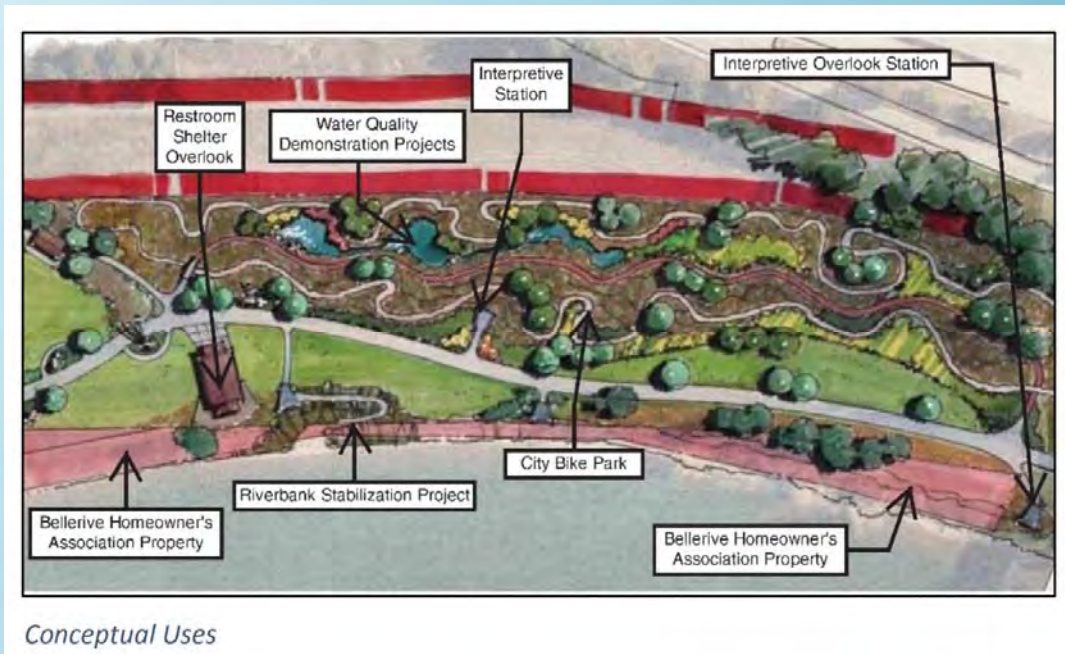


Mullan Ave Stormwater Outfall Volume Reduction

The goal of this project is to install stormwater storage/filter systems and/or vegetated swales to divert stormwater from the existing outfalls in this 12-acre urban drainage area. An engineering study will determine the storage and filtration method best suited for the site.







**Thank you Mayor Widmyer for
your 8 years of support and
dedication to protecting our
lake and river!**



ANNOUNCEMENTS

Memo to Council

DATE: December 13, 2021

RE: Appointment to Boards/Commissions/Committees

The following appointments are presented for your consideration for the December 21, 2021, Council Meeting:

LAUREN McCROSKEY

Historic Preservation Commission
(Appointment)

T. DOUGLAS LOWE

Historic Preservation Commission
(Appointment)

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

Sincerely,

Sherrie Badertscher
Executive Assistant

cc: Renata McLeod, City Clerk
Hilary Anderson, Historic Preservation Commission Liaison

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

December 7, 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 December 7, 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 Keven Schultz with the Vine Church provided the invocation.

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

PUBLIC COMMENTS:

Christina Shock, Coeur d'Alene, noted that she runs a small business in Coeur d'Alene and is a mom to three children and expressed concern about the roundabout at Hanley Avenue and Courcelles Parkway. The school does not own the property and can't put a crossing guard there, the traffic has increased and it is dangerous to pedestrians. The trees, signage, and curve of the roundabout make it a difficult vehicle passage. She requested lights to assist with pedestrian crossing. Mayor suggested she leave her contact information and the City Administrator will look into it. Councilmember English noted that he lives in the area and concurred that it is the main thoroughfare to the schools.

Linda Putts, Coeur d'Alene, loves the idea of public comments however she would like it moved to after the presentations are made, maybe at the end of the meeting.

David Hopkins, Coeur d'Alene, feels that the City has an issue with building codes related to barking dogs. He noted that he lives 71' feet from the dog daycare off of Government Way and Anton Avenue. He noted that the dogs bark continuously from 7:00 a.m. to 5:30 p.m. He has filed police reports and called dispatch to reporting it. He noted that Municipal Code Section 6.15.050 states that animals disturbing neighborhood are prohibited, however, the Police say there is nothing they can do about it as the business is located in a commercial zone and the decibels are within commercial code standards. City Administrator Troy Tymesen noted that the

business has been permitted there since 2016, and is allowed with the zone and that he had talked to Mr. Hopkins about working with the business owner. Mayor Widmyer asked if the noise had gotten worse recently. Mr. Hopkins noted that it has gotten worse recently and he has talked to the owner. They talked about blocking the view for folks antagonizing the animals. It seems that there are just more barkers coming in to the business. He would like to see the zoning code be revised to require this type of business be a higher classification than C17.

Katheryn Kincel, Coeur d'Alene, noted that she lives on a corner on Foster Avenue and found out she had a sewer line issue after she purchased the property, as her sewer line was conjoined with a neighboring sewer line. She paid to fix her line, thereafter, the city redid its sewer main on Foster Avenue and found the neighboring property was utilizing an abandoned line that runs through her property. While the City policy says no sewer shall be located on any lot other than on its own lot, the City can't move this line. This now inhibits her from making improvements to her property. She is concerned that the sewer line runs through her property and requested the City help her get the line removed and it should be rerouted on to their owner property. She has talked to the Wastewater Department, and they questioned their authority to enforcement the sewer line requirements.

2020-2021 Annual Snow Plan: Director of Streets and Engineering Todd Feusier introduced Justin Kimberling, the new Assistant Director of Street and Engineering. Mr. Feusier provided an update on the leaf fest 2021, noting 3,720 tons of leaves were picked up, which takes 852 loads and 9 days. He noted that snow removal will take 21 operators the following equipment 4 loaders with snow gates, 4 graders, 7 dump truck plows, 3 de-icer trucks, 2 sand trucks, and 1 salt truck. He explained that the Snow Plan includes an assessment to determine the conditions and need for removal. He explained the process of using the snow gates and the need for vehicles to be removed from the street to make it the most efficient for driveways. He explained that prohibiting parking on street brings about more staffing and they aren't ready to make that recommendation yet. He reminded the community that it is illegal to dump snow into the roadway and it is the responsibility of the abutting homeowner to remove snow from the sidewalk and alleys are not included in the snow removal route. Their goal is to plow the entire community within 40 hours. Mr. Feusier noted that the snow maps with route updates can be found at <https://maps.cdaid.org/snowplow/> and that office hours are 7:00 am to 3:30 pm with the snow line phone number (208)769-2233; complaints can also be filed online at www.cdaid.org under the "I want to" tab.

DISCUSSION: Councilmember Miller asked if the department was using the beet juice deicer. Mr. Feusier confirmed that they still use the beet juice and they have full tanks of it, and noted that it has gotten more expensive, does have a smell to it, and that the juice does cause problems with some machines, so they don't use it so much down town. Councilmember McEvers asked if they use the gates in the arterial streets. Mr. Feusier explained that they use dump trucks on arterials and they are asking for funding for a dump truck with a gate to be used in those areas. He noted that some streets, such as Appleway and Ironwood do get the gates and clarified that Highway 95 is not theirs to maintain.

MOTION: Motion by McEvers, seconded by Evans to approve the 2020-2021 Snow Plan.
Motion carried.

ANNOUNCEMENTS:

Councilmember Miller noted that she attended meeting with County Commissioners regarding creation of an open space program to assist in efforts to protect open space within the County. The Regional Housing and Growth Issues Partnership will be reconvening in January to continue discussions regarding potential forms of housing management. She announced that the Library is still holding many programs virtually and in person with limited capacity, so be sure to reserve your space in advance of those programs.

Councilmember Gookin noted the Fire Chief is retiring and the City is recruiting to replace him. While it is not within the Council's role to determine the recruitment method, he expressed concerned that it will be an internal recruitment. He noted that he would like to see a Fire Chief that employs the most current technology for firefighting, that supports his team, and is responsive to the public. He stated that he would like to see a national search.

Councilmember McEvers noted that Ron Edinger recently passed away and served the city for 50 years. In honor of his service and he involvement in sports, CDATV has put together a highlight reel which will be presented at the next meeting.

Mayor Widmyer requested the appointment of Stephanie Goss to the Childcare Commission, and Phil Ward and Sarah McCracken to the Planning Commission.

MOTION: Motion by Evans, seconded by Miller to appoint Stephanie Goss to the Childcare Commission, and Phil Ward and Sarah McCracken to the Planning Commission. **Motion carried.**

CONSENT CALENDAR:

1. Approval of Council Minutes for the November 16, 2021 Council Meeting.
2. Approval of Bills as Submitted.
3. Setting of General Services/Public Works Committee meeting for Monday, December 13, 2021 at 12:00 noon.
4. Approval of the Cemetery transfers:
 - a. From Rhonda Esco to Alicea Frost, Section C, Block 68, Lot 6, Forest Cemetery
 - b. From Rhonda Esco to Kellie Rickman, Section C, Block 68, Lot 15, Forest Cemetery
5. Approval of Final Plat: SS-18-07, Wise Rau Tracts
6. **Resolution No. 21-073-** A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING APPROVAL OF AGREEMENTS WITH IDAHO YOUTH RANCH AND CDAIDE FOR USE OF CDBG PLAN YEAR 2021 FUNDING, AND WITH FO(U)R ROOTS, LLC, AND CDAIDE FOR USE OF CDBG-CV GRANT AWARDS.

MOTION: Motion by McEvers, seconded by Wood, to approve the Consent Calendar as presented, including **Resolution No. 21-073.**

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

**ACCEPTANCE OF CANVASSED ELECTION RESULTS - PURSUANT TO THE
 NOVEMBER 2, 2021 ELECTION**

Kootenai County November 2, 2021 Consolidated Election											
Candidates											
City of Coeur d'Alene											
Precinct	Mayor			Council Member Seat 2			Council Member Seat 4			Council Member Seat 6	
	Joe Alfieri	Jim Hammond	Michael Lentz	Morgan Dixon	Amy Evans	Roger Garlock	JD Claridge	Grayson L. Cross	Woody McEvers	Kiki Miller	Elaine Price
37	240	143	21	10	138	253	241	19	137	145	257
38	267	272	25	27	258	275	243	22	295	257	298
39	533	454	54	33	447	552	525	56	442	446	582
40	365	290	43	25	298	369	349	42	294	291	402
42	233	258	31	20	234	252	219	31	262	255	262
43	291	244	20	15	242	299	286	35	231	243	307
44	265	389	25	19	354	300	270	35	361	367	306
45	229	248	29	26	234	242	218	35	245	232	271
46	301	257	36	22	256	310	276	33	278	257	331
47	361	411	34	40	389	375	348	35	413	400	396
48	117	119	21	11	116	128	118	20	114	110	145
49	177	165	33	21	168	185	169	25	181	163	213
50	152	186	16	20	180	153	127	32	189	185	167
51	177	212	34	26	201	193	165	28	225	206	209
52	143	137	28	23	123	159	138	20	146	140	165
53	178	158	24	26	155	173	169	25	160	170	187
54	138	249	12	17	252	127	116	18	258	251	144
55	116	219	18	14	218	116	106	15	227	223	124
56	101	208	22	8	216	101	90	11	225	219	111
57	114	153	16	14	142	122	101	23	152	155	127
58	148	365	16	10	358	159	142	11	364	360	163
59	90	166	17	11	160	100	96	8	165	163	108
60	94	165	7	7	164	93	90	10	164	168	98
61	53	52	4	2	55	50	50	5	50	51	55
62	92	107	7	11	101	92	91	13	99	113	93
Total	4,975	5,627	593	458	5,459	5,178	4,743	607	5,677	5,570	5,521

MOTION: Motion by Wood, seconded by English to accept the canvassed election results as presented by Kootenai County and the results be reflected in the minutes of this meeting.
Motion carried.

APPROVAL AND ACCEPTANCE OF FEDERAL FUNDS UNDER THE AMERICAN RESCUE PLAN ACT OF 2021 (ARPA) AND APPROVAL OF EXPENDITURE OF A PORTION OF THOSE FUNDS.

DISCUSSION: Mayor Widmyer noted that the ARPA funding is a complicated issue and there is a lot of money on the table, so the Council would like a workshop in order to take the time needed to understand the criteria and the dollar amount involved. The Mayor asked if there were any items that were time sensitive. Mr. Tymesen noted that a workshop will work and will plan it for the beginning of January. Councilmember Miller asked if questions can be forwarded to him in the meantime, which he confirmed would be appropriate. The Mayor thanked staff for their work on this item.

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

The meeting was adjourned at 6:50 p.m.

ATTEST:

Steve Widmyer, Mayor

Renata McLeod
City Clerk, CMC

December 13, 2021
GENERAL SERVICES/PUBLIC WORKS COMMITTEE
MINUTES
12:00 p.m., Library Community Room

COMMITTEE MEMBERS

Council Member Amy Evans, Chairperson
Council Member Christie Wood - **ABSENT**
Council Member Dan English

STAFF

Juanita Knight, Senior Legal Assistant
Mike Anderson, Director, Wastewater
Mike Becker, Capital Program Manager, Wastewater
Kyle Marine, Assistant Director, Water
Randy Adams, Chief Civil Deputy City Attorney, Legal
Troy Tymesen, City Administrator
Stephanie Padilla, Accountant, Finance Department

Item 1. Request approval of an agreement with H2E, Inc. for replacement of SCADA system at the Wastewater Treatment Facility.
(Consent Resolution)

Mike Anderson, Wastewater Director is requesting approval to enter into an agreement with H2E, Inc., for conversion of the existing Wastewater Treatment Facility SCADA system. Mr. Anderson explained in his staff report that the Supervisory Control and Data Acquisition (SCADA) is the computer software interface that allows the operators to interact with all of the equipment at the Wastewater Treatment Facility. The current SCADA system is extremely antiquated and unsupported. Numerous failures, particularly of the alarming system, in the past 2 years have required operators to man the Treatment Facility 24 hours per day over prolonged periods of time. An evaluation of the existing SCADA system was performed by H2E last year at which time a plan was developed to address some of these issues. That plan involved evaluating and updating the Programmable Logic Controllers (PLC's), and replacement of the current SCADA system. This plan will ensure the Treatment Facility is recoverable in the event of catastrophic failure. The SCADA system conversion is proposed to take place over the following 3 Phases. This project is a continuation of H2E's initial evaluation (Phase 1) and is anticipated to take up to two (2) years to complete. The total cost for all three (3) phases and all options, which is highly recommended, is nearly \$440,000. This fiscal year, \$250,000 was budgeted for this project with the remaining \$190,000 anticipated to be completed next Fiscal Year.

MOTION: by English, seconded by Evans, to recommend that Council approve an agreement with H2E, Inc. for replacement of SCADA system at the Wastewater Treatment Facility. Motion Carried.

Item 2. Request approval of an amendment to the Professional Services Agreement with HDR Engineering, Inc., for the Solids Handling Improvements project.
(Consent Resolution)

Mike Becker, Wastewater Capital Program Manager is requesting approval of an amendment to the City's existing Professional Services Agreement (PSA) with HDR Engineering, Inc., for additional professional services associated with the Wastewater Department's Solids Handling Improvements Project. Mr. Becker explained in his staff report that on August 18, 2020, pursuant to Resolution No. 20-045, the City entered into a PSA with

HDR Engineering, Inc., for the design improvements to the Solids Handling Facility at the City’s Wastewater Treatment Facility. This PSA was limited to the evaluation, preliminary design, and technical assistance for replacing the Belt Filter Press, and the pre-purchase of centrifuge dewatering equipment. After a multi-stage manufacturer pre-qualification process, on September 17, 2021, the City awarded the contract for the new centrifuge, with related equipment, to GEA Westfalia pursuant to Resolution No. 21-048. Barring unforeseen delays, we should take delivery of this equipment around May 2022. Each centrifuge manufacturer presents multiple proprietary operational and dimensional requirements, resulting in a wide array of engineering design parameters. Understanding that the centrifuge is the primary driver for the Solids Handling Improvements Project, this Project’s final design could not be completed until a centrifuge manufacture was selected. With the selection of GEA’s centrifuge, HDR can now provide its costs to complete this Project’s final design elements, cost estimates, construction sequencing, and plans and specifications for bidding purposes. As part of this process, HDR will also need to prepare additional shop drawings and technical submittals for review and approval. It was for this reason that Task 500 was set up and reserved within the original PSA’s scope, and is now brought forward for City Council.

A summary of the original PSA tasks and costs are presented in Grey in the table below. These tasks and costs were presented to City Council on August 18, 2020. The PSA amendment for Task 500 – Management Reserve - as proposed herein is presented in Blue.

TASK	DESCRIPTION	COSTS
100	Project Management	\$21,908
200	Regulatory Liaison, Permits, and Approvals	\$1,472
300	Concepts Development and Evaluation	\$36,580
400	Core & Preliminary Design	\$155,296
500	Additional Project Elements & Final Design Development (Management Reserve)	\$117,093
600	Final Contract Documents	\$14,323
700	Solids Building Improvements and Centrifuge Installation Bidding Administration	\$3,206
800	Construction Phase Services	Future
900	Construction Phase Field Services	Future
1000	Post Construction and Close-out Services	Future

Total Excluding Tasks 500, 800-1000: \$232,785
Total with Original PSA + Task 500: \$349,878

The Solids Handling Improvements Project is a multi-year project and will likely extend into FY 2022/2023. Funding for this project, including engineering services, is currently budgeted.

It is worth noting that once a general contractor is awarded a contract for construction, a second amendment for the remaining Tasks 800-1000 (in Green) will be negotiated and presented to the City Council. This is the typical process for the City's multi-year large scale treatment facility projects.

MOTION: by English, seconded by Evans, to recommend that Council approve the amendment to the Professional Services Agreement with HDR Engineering, Inc., for the Solids Handling Improvements project. Motion Carried.

Item 3. Request approval of the purchase of a 750 kW Generator from Western States DAT for the Atlas Well, under an open procurement from another agency (Sourcewell), as allowed by the City's procurement policy in the amount of \$176,767.00.

(Consent Resolution)

Kyle Marine, Water Assistant Director is requesting Council authorize the Purchase of a 750 kW Generator from Western States CAT using an approved government purchasing program known as Sourcewell. Mr. Marine explained in his staff report that the Atlas Well was drilled in 1971 to 350' deep. It has a tested production capacity of 6000 gallons per minute (GPM). The production well is 20" in diameter and cased or screened to the bottom. The estimated production rate will consistently produce a rate of approximately 4000 gpm for the City's High Zone and is currently getting set up to feed the low zone as needed making this well more critical for summer peak demands. Per requirements from the Idaho Department of Environmental Quality (DEQ), the Water Department is required to provide auxiliary power at their top 3 producing wells in each zone along with all new pump stations per IDAPA 58.01.08 for public water system design criteria. It also is a requirement for backup power so that it can operate as a standalone system if needed.

The Water Department has budgeted \$200,000.00 in this fiscal year's budget for backup power for the wells. Staff proposes to use the approved government purchasing program, Sourcewell, that has completed the competitive bid process. The bid price for the proposed 750 kW generator is \$176,767.00.

The proposed generator is sized to adequately run the 600-horsepower pump motor and related equipment at the Atlas Well. The generator is diesel powered with a self-contained double wall; sub-frame mounted fuel tank capable of running the generator at full load for a minimum of eight (8) hours as required by IDAPA 58.01.08 design criteria. The generator will have a sound attenuated enclosure to protect it from the elements and keep a decibel reading of 75 dba @ 23 feet. It will sit on a concrete pad on the south side of the building just inside the fence. The control features of the generator will be equipped with a manual transfer switch to switch from the power provider to the generator as needed in an emergency.

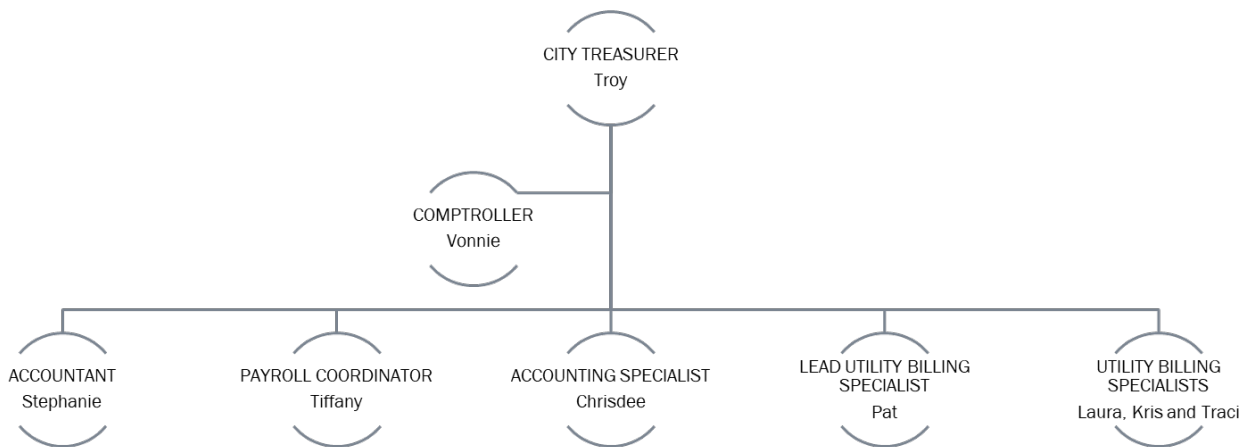
MOTION: by English, seconded by Evans, to recommend that Council approve the purchase of a 750 kW generator from Western States CAT for the Atlas Well, under an open procurement from another agency (Sourcewell), as allowed by the City's Procurement Policy in the amount of \$176,767.00. Motion Carried.

Item 4. PRESENTATION – Finance Department

Vonnie Jensen, Comptroller, described the Finance Department’s Mission Statement as “The mission of the Finance Department is to provide exemplary service to our customers both internally and externally and to properly record all City financial activity, while maintaining the highest degree of respect, fairness, public trust and integrity.

Their principle obligations are to safeguard City assets, maximize revenues, manage the business of City programs, and provide accurate, timely, and complete financial information.

Ms. Jensen presented an overview of the departments staffing and functions:



Finance Department Overview:

- Other City departments supported by Finance.
- Customer Service
- Utility Billing
- Accounts Payable
- Payroll and Benefits
- Accounting, Auditing and Financial Reporting
- Policies and Procedures
- Reporting
- Recent Accomplishments and Future Goals

A link to the full meeting and presentation can be found here: <https://youtu.be/0lwfTV1tDVg>

The meeting adjourned at 12:48 p.m.

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

RECEIVED

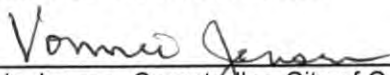
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CITY CLERK

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

FUND	BALANCE 10/31/2021	RECEIPTS	DISBURSE- MENTS	BALANCE 11/30/2021
<u>General-Designated</u>	\$2,263,134	\$38,067	\$94,417	\$2,206,784
<u>General-Undesignated</u>	11,389,849	5,357,488	7,195,747	9,551,590
<u>Special Revenue:</u>				
Library	172,791	2,149	163,639	11,301
CDBG	(43,184)	17,620	28,171	(53,735)
Cemetery	191,213	33,056	45,497	178,772
Parks Capital Improvements	516,816	8,277	7,312	517,781
Impact Fees	5,544,653	221,224		5,765,877
Annexation Fees	327			327
American Recovery Plan	4,124,925			4,124,925
Cemetery P/C	1,223,276	30,761	20,126	1,233,911
Jewett House	137,369	1,013	708	137,674
Reforestation	24,003	2		24,005
Street Trees	179,535	7,817	2,000	185,352
Community Canopy	2,896	1		2,897
Public Art Fund	60,860	29,620	572	89,908
Public Art Fund - ignite	617,101	59	3,281	613,879
Public Art Fund - Maintenance	135,046	13	390	134,669
<u>Debt Service:</u>				
2015 G.O. Bonds	106,152	499		106,651
<u>Capital Projects:</u>				
Street Projects	585,852	56	175,000	410,908
<u>Enterprise:</u>				
Street Lights	123,779	56,428	54,585	125,622
Water	(394,330)	3,798,280	437,953	2,965,997
Water Capitalization Fees	8,999,493	69,562	2,953,446	6,115,609
Wastewater	7,416,410	1,232,980	567,211	8,082,179
Wastewater - Equip Reserve	1,474,753	27,500		1,502,253
Wastewater - Capital Reserve	3,500,000			3,500,000
WWTP Capitalization Fees	6,328,739	147,283		6,476,022
WW Property Mgmt	60,668			60,668
Sanitation	1,780,086	537,780	495,465	1,822,401
Public Parking	925,833	39,748	16,641	948,940
Drainage	1,472,831	91,254	30,190	1,533,895
Wastewater Debt Service	3,520,796	334		3,521,130
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	256,419	267,045	256,419	267,045
Police Retirement	598,827	15,600	31,054	583,373
Sales Tax	2,506	1,795	2,506	1,795
BID	281,367	13,278		294,645
Homeless Trust Fund	640	747	640	747
GRAND TOTAL	\$63,581,431	\$12,047,336	\$12,582,970	\$63,045,797

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
 TWO MONTHS ENDED
 November 30, 2021

RECEIVED

DEC 8 2021

CITY CLERK

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 11/30/2021	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$260,153	\$40,840	16%
	Services/Supplies	9,692	222	2%
Administration	Personnel Services	220,154	38,003	17%
	Services/Supplies	2,920	190	7%
Finance	Personnel Services	719,191	117,386	16%
	Services/Supplies	579,455	257,076	44%
Municipal Services	Personnel Services	1,289,332	209,120	16%
	Services/Supplies	931,896	93,989	10%
	Capital Outlay			
Human Resources	Personnel Services	356,011	61,243	17%
	Services/Supplies	78,871	14,870	19%
Legal	Personnel Services	1,256,687	211,206	17%
	Services/Supplies	56,853	5,833	10%
Planning	Personnel Services	657,218	107,379	16%
	Services/Supplies	57,300	10,692	19%
	Capital Outlay			
Building Maintenance	Personnel Services	368,824	49,487	13%
	Services/Supplies	239,075	29,501	12%
	Capital Outlay	95,000		
Police	Personnel Services	15,896,728	2,751,170	17%
	Services/Supplies	1,768,232	148,310	8%
	Capital Outlay	329,840		
Fire	Personnel Services	10,829,600	2,191,163	20%
	Services/Supplies	692,976	65,185	9%
	Capital Outlay	25,000		
General Government	Services/Supplies	47,180	24,532	52%
	Capital Outlay			
Police Grants	Personnel Services	77,961	600	1%
	Services/Supplies			
	Capital Outlay			
CdA Drug Task Force	Services/Supplies	35,000	11,875	34%
	Capital Outlay			
Streets	Personnel Services	3,220,429	526,021	16%
	Services/Supplies	1,860,134	168,036	9%
	Capital Outlay	90,000	70,552	78%
Parks	Personnel Services	1,919,367	259,184	14%
	Services/Supplies	698,100	53,837	8%
	Capital Outlay			

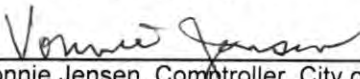
CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 TWO MONTHS ENDED
 November 30, 2021

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 11/30/2021	PERCENT EXPENDED
Recreation	Personnel Services	574,567	96,185	17%
	Services/Supplies	180,850	21,968	12%
	Capital Outlay			
Building Inspection	Personnel Services	964,436	156,939	16%
	Services/Supplies	39,928	1,355	3%
	Capital Outlay			
Total General Fund		<u>46,428,960</u>	<u>7,793,952</u>	<u>17%</u>
Library	Personnel Services	1,388,065	221,339	16%
	Services/Supplies	228,000	41,667	18%
	Capital Outlay	180,000	8,476	5%
CDBG	Personnel Services	72,250	11,502	16%
	Services/Supplies	478,122	20,468	4%
Cemetery	Personnel Services	209,640	31,891	15%
	Services/Supplies	117,400	17,781	15%
	Capital Outlay	87,000	45,977	53%
Impact Fees	Services/Supplies	769,000	(175,000)	-23%
Annexation Fees	Services/Supplies	175,000		
Parks Capital Improvements	Capital Outlay	465,460	6,886	1%
Cemetery Perpetual Care	Services/Supplies	166,500	27,467	16%
Jewett House	Services/Supplies	26,353	765	3%
Reforestation	Services/Supplies	6,500		
Street Trees	Services/Supplies	112,000	2,600	2%
Community Canopy	Services/Supplies	1,500		
Public Art Fund	Services/Supplies	461,300	13,624	3%
		<u>4,944,090</u>	<u>275,443</u>	<u>6%</u>
Debt Service Fund		<u>878,408</u>		

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
TWO MONTHS ENDED
November 30, 2021

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 11/30/2021	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			
		<u>1,400,000</u>		
Street Lights	Services/Supplies	658,900	57,053	9%
Water	Personnel Services	2,497,479	347,316	14%
	Services/Supplies	5,095,931	124,817	2%
	Capital Outlay	4,713,500	169,432	4%
Water Capitalization Fees	Services/Supplies	2,650,000		
Wastewater	Personnel Services	3,034,430	448,453	15%
	Services/Supplies	7,949,068	195,478	2%
	Capital Outlay	9,735,000	142,111	1%
	Debt Service	4,194,992	1,346,470	32%
WW Capitalization	Services/Supplies	3,840,853		
Sanitation	Services/Supplies	4,562,297	389,119	9%
Public Parking	Services/Supplies	1,718,619	26,600	2%
	Capital Outlay			
Drainage	Personnel Services	229,876	41,531	18%
	Services/Supplies	1,001,862	7,920	1%
	Capital Outlay	890,000		
Total Enterprise Funds		<u>52,772,807</u>	<u>3,296,299</u>	<u>6%</u>
Kootenai County Solid Waste		2,900,000	256,419	9%
Police Retirement		192,235	31,859	17%
Business Improvement District		176,000		
Homeless Trust Fund		8,000	640	8%
Total Fiduciary Funds		<u>3,276,235</u>	<u>288,918</u>	<u>9%</u>
TOTALS:		<u>\$109,700,500</u>	<u>\$11,654,612</u>	<u>11%</u>

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



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

RECEIVED

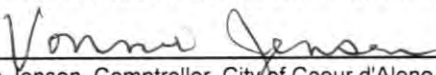
DEC 8 2021

CITY CLERK

**City of Coeur d Alene
Cash and Investments
11/30/2021**

Description	City's Balance
<hr/> U.S. Bank <hr/>	
Checking Account	5,093,570
Checking Account	72,772
Checking Account	72,644
Investment Account - Police Retirement	581,379
Investment Account - Cemetery Perpetual Care Fund	1,185,499
<hr/> Idaho Central Credit Union <hr/>	
Certificate of Deposit	276,218
<hr/> Idaho State Investment Pool <hr/>	
State Investment Pool Account	54,477,021
<hr/> Spokane Teacher's Credit Union <hr/>	
Certificate of Deposit	258,214
<hr/> Numerica Credit Union <hr/>	
Certificate of Deposit	1,027,130
<hr/> Cash on Hand <hr/>	
Treasurer's Change Fund	1,350
Total	<u><u>63,045,797</u></u>

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



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



CITY OF COEUR D'ALENE

FINANCE DEPARTMENT

CITY HALL, 710 E. MULLAN
COEUR D'ALENE, IDAHO 83816-3964
208/769-2225 – FAX 208/769-2284

Finance Department Staff Report

Date: December 21, 2021

From: Vonnie Jensen, Comptroller

Subject: Annual Road and Street Financial Report

DECISION POINT:

The Council is being asked to review and to approve the Annual Road and Street Financial Report for the fiscal year ending September 30, 2021.

HISTORY:

Idaho Code, Section 40-708, requires the certification of road fund receipts and disbursements be completed and sent to the Idaho State Controller by the 31st of December for the preceding fiscal budget year for cities, counties, and highway districts.

FINANCIAL ANALYSIS:

The certification and timeliness of this report is critical to the City receiving funding from the State's Highway User tax disbursement. The revenue received during fiscal year 2020-21 was \$3,166,179 and \$2,410,601 was received for fiscal year 2019-20.

PERFORMANCE ANALYSIS:

The Annual Road and Street Financial Report is an accounting of the dollars used in maintaining, creating and improving the road network overseen by the City. This report is a collaborative effort with the Street Maintenance Department and the Finance Department.

DECISION POINT:

The Council is being asked to review and to approve the Annual Road and Street Financial Report for the fiscal year ending September 30, 2021.

Annual Road and Street Financial Report

Reporting Entity Name, Mailing Address and Contact Phone Number:		Please return, not later than December 31 , to:
Entity City of Coeur d'Alene	BRANDON D. WOOLF IDAHO STATE CONTROLLER ATTN: HIGHWAY USERS STATEHOUSE MAIL BOISE, ID 83720	
Address 710 Mullan Avenue		
City State Zip Coeur d Alene ID 83814		
Contact/Phon (208) 769-2225	Contact/Email: vonniej@cdaid.org	

This certified report of dedicated funds is hereby submitted to the State Controller as required by 40-708, *Idaho code*.

Dated this 21st day of December, 2021 .

	Commissioner Signature
ATTEST:	Commissioner Signature
Clerk/Treasurer Signature	Mayor or Commissioner Signature

City Clerk/County Clerk/District Secretary **(type or print name & sign)** AND Commissioners or Mayor **(type or print name & sign)**

FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2021 _____

Line 1	BEGINNING BALANCE AS OF OCTOBER 1 PREVIOUS YEAR	0
RECEIPTS		
LOCAL FUNDING SOURCES		
Line 2	Property tax levy (for roads, streets and bridges)	
Line 3	Sale of assets	
Line 4	Interest income	\$1,737
Line 5	Fund transfers from non-highway accounts.	\$1,285,102
Line 6	Proceeds from sale of bonds (include LIDs)	
Line 7	Proceeds from issue of notes (include loans)	
Line 8	Local impact fees	\$5,351
Line 9	Local option registration fee	
Line 10	All other LOCAL receipts or transfers in.	\$741,269
Line 11	Total Local Funding (sum lines 2 through 10).	\$2,033,459
STATE FUNDING SOURCES		
Line 12	Highway user revenue	\$3,166,179
Line 13	Sales tax/Inventory replacement tax	
Line 14	Sales tax/Revenue sharing	
Line 15	State Exchanged funds.	
Line 16	All other STATE receipts or transfers.	
Line 17	Total State Funding (sum lines 12 through 16).	\$3,166,179
FEDERAL FUNDING SOURCES		
Line 18	Secure Rural Schools	
Line 19	Federal-aid Bridge.	
Line 20	Federal-aid Rural.	
Line 21	Federal-aid Urban.	\$175,000
Line 22	Federal Lands Access Funds and All other FEDERAL receipts or transfers	
Line 23	Total Federal Funding (sum lines 18 through 22)	\$175,000
Line 24	TOTAL RECEIPTS (sum lines 11, 17, 23)	\$5,374,638

DISBURSEMENTS

NEW CONSTRUCTION (include salary and benefits on each line)		
Line 25	Roads	
Line 26	Bridges, culverts and storm drainage	
Line 27	RR Crossing	
Line 28	Other (signs, signals or traffic control).	\$175,042
Line 29	Total New Construction (sum lines 25 through 28).	\$175,042
RECONSTRUCTION/REPLACEMENT/REHABILITATION (include salary and benefits on each line)		
Line 30	Roads (rebuilt, realign, or overlay upgrade).	
Line 31	Bridges, culverts and storm drainage	
Line 32	RR Crossing.	
Line 33	Other (signs, signals or traffic control).	\$165,964
Line 34	Total Reconstruction/Replacement (sum lines 30 through 33).	\$165,964
ROUTINE MAINTENANCE (include salary and benefits on each line)		
Line 35	Chip sealing or seal coating.	\$346,913
Line 36	Patching	\$623,535
Line 37	Winter Maintenance	\$256,684
Line 38	Grading/blading	\$201,416
Line 39	Bridge.	
Line 40	Other (signs, signals or traffic control).	\$1,461,426
Line 41	Total Routine Maintenance (sum lines 35 through 40)	\$2,889,974
EQUIPMENT		
Line 42	Equipment purchase - automotive, heavy, other.	\$163,339
Line 43	Equipment lease/purchase	\$103,706
Line 44	Equipment maintenance.	\$586,442
Line 45	Other (specify).	
Line 46	Total Equipment (sum lines 42 through 45)	\$853,487
ADMINISTRATION		
Line 47	Administrative salaries and expenses.	\$568,609
OTHER EXPENDITURES		
Line 48	Right-of-way and property purchases	\$113,782
Line 49	Property leases	
Line 50	Street lighting	
Line 51	Professional services - audit, clerical, and legal.	
Line 52	Professional services - engineering.	\$120,495
Line 53	Interest - bond (include LIDs).	
Line 54	Interest - notes (include loans).	
Line 55	Redemption - bond (include LIDs)	
Line 56	Redemption - notes (include loans)	
Line 57	Payments to other local government.	
Line 58	Fund transfers to non-highway accounts.	
Line 59	All other local expenditures	
Line 60	Total Other (sum lines 48 through 59)	\$234,277
Line 61	TOTAL DISBURSEMENTS (sum lines 29, 34, 41, 46, 47, 60).	\$4,887,353
Line 62	RECEIPTS OVER DISBURSEMENTS (line 24 - line 61).	\$487,285
Line 63	OTHER ADJUSTMENTS (Audit adjustment and etc.).	\$0
Line 64	CLOSING BALANCE (sum lines 1, 62, 63)	\$487,285
Line 65	Funds on Line 64 obligated for specific future projects & reserves.	\$487,285
Line 66	Funds on Line 64 retained for general funds and operations.	\$0
Line 67	ENDING BALANCE (line 64 minus the sum of lines 65, 66)	\$487,285

RESOLUTION NO. 21-074

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO APPROVING THE FOLLOWING: AGREEMENTS WITH NORTH IDAHO COLLEGE, TESH, INC., UNITED WAY OF NORTH IDAHO AND ST. VINCENT DE PAUL NORTH IDAHO FOR USE OF CDBG PLAN YEAR 2021 FUNDING; DELCARDO VILLAGE SUBDIVISION FINAL PLAT, SUBDIVISION IMPROVEMENT AGREEMENT, AND SECURITY (S-3-20); AGREEMENT WITH H2E, INC. FOR REPLACEMENT OF SCADA SYSTEM AT THE WASTEWATER TREATMENT FACILITY; AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH HDR ENGINEERING, INC., FOR THE SOLIDS HANDLING IMPROVEMENT PROJECT AND PURCHASE OF A 750 KW GENERATOR FROM WESTERN STATES DAT FOR THE ATLAS WELL, UNDER AN OPEN PROCUREMENT FROM ANOTHER AGENCY (SOURCEWELL).

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

- A) Agreements with North Idaho College, Tesh, Inc., United Way of North Idaho and St. Vincent De Paul North Idaho for use of CDBG Plan Year 2021 funding;
- B) Delcardo Village Subdivision Final Plat, Subdivision Improvement Agreement, and Security (S-3-20);
- C) Agreement with H2E, Inc. for replacement of SCADA system at the Wastewater Treatment Facility;
- D) Amendment to the Professional Services Agreement with HDR Engineering, Inc., for the Solids Handling Improvement project;
- E) Purchase of a 750 kW generator from Western States DAT for the Atlas Well, under an open procurement from another agency (Sourcewell); and

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

NOW, THEREFORE,

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

authorized to modify said agreements and the other action, so long as the substantive provisions of the agreements and the other action remain intact.

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

DATED this 21st day of December, 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: DECEMBER 21, 2021

FROM: CHELSEA NESBIT, CDBG SPECIALIST

**RE: AGREEMENTS FOR USE OF CDBG PLAN YEAR 2021 AND CDBG-CV
FUNDS**

DECISION POINT:

To authorize Approval of CDBG contracts negotiated with NIC, Tesh, Inc., United Way of North Idaho and St. Vincent de Paul North Idaho for Plan Year 2021.

HISTORY:

At the Council meeting held November 16, 2021 the Council approved staff to negotiate agreements for use of Plan Year 2021 CDBG fund and CDBG-CV related to COVID. Contracts for PY 2021 CDBG funds have been negotiated and are presented for final approval with NIC for \$25,000 for their Venture Center Mcirogrant program, Tesh, Inc. for \$55,319 for their restroom rehabilitation, United Way of North Idaho for \$35,000 for their childcare scholarship program and St. Vincent de Paul North Idaho for \$60,000 for their restroom rehabilitation.

DECISION POINT:

To authorize Approval of CDBG contracts negotiated with NIC, Tesh, Inc., United Way of North Idaho and St. Vincent de Paul North Idaho for Plan Year 2021.

AGREEMENT FOR CDBG GRANT FUNDS FOR
NORTH IDAHO COLLEGE

CDBG PROGRAM YEAR: 2021

CFDA 14.218, Community Development Block Grants/Entitlement Grant

This Agreement is entered into between the CITY OF COEUR D'ALENE, a municipal corporation, whose mailing address is 710 E Mullan Avenue, Coeur d'Alene, Idaho 83814-3958, hereinafter referred to as the "CITY," and NORTH IDAHO COLLEGE, an Idaho public two-year institution of higher education, whose mailing address is 1000 WEST GARDEN AVENUE, Coeur d'Alene, ID 83814, hereinafter referred to as "Subrecipient."

The key contact for the Subrecipient is Chris Martin, Vice President for Finance and Business Affairs. The key contact for the CITY is Chelsea Nesbit, the CITY'S CDBG Grant Administrator.

1. Activities Under This Agreement. The CITY has received from the U.S. Department of Housing and Urban Development ("HUD") a grant from the Community Development Block Grant Program, identified as Grant No. B-20-MC-16-0007 (the "CDBG Grant"). From this CDBG Grant the CITY is awarding Twenty-Five Thousand dollars and no cents (\$25,000.00) to the Subrecipient for their Venture Fund Microgrants program. The project is more fully described in Attachment A "Scope of Work."

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives. The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the National Objective to serve low-to-moderate income persons through the funding of microgrants regional entrepreneurs who are attending North Idaho College in Coeur d'Alene.

2. Effective Date and Time of Performance. This Agreement shall take effect on the date of execution of this Agreement and shall end on December 31, 2022. The term of this agreement and the provisions herein shall be extended to cover any additional time period required to perform work for close out.

Grant Amount and Matching Obligations. It is expressly agreed and understood that the total amount to be paid by the CITY under this Agreement shall not exceed Twenty-Five Thousand dollars and no cents (\$25,000.00) referred to herein as the "grant funds." In the event costs exceed these grant funds, the Subrecipient shall be responsible for any and all additional costs. The Subrecipient will provide the management resources, staff, and office supplies needed for the project.

4. Budget. The Budget, as set forth in Attachment B and attached hereto, shall be adhered to unless otherwise amended in writing, signed by both the Subrecipient and the CITY. NORTH IDAHO COLLEGE will immediately repay to the City any amount of the grant funds that the City determines has been expended in a manner inconsistent with the CDBG Budget-Use of Funds.

5. Program Income. The Subrecipient shall report monthly all program income (as defined in 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504.

Program income is considered the same as grant funds and is thereby subject to this Agreement and all the applicable federal regulations. The Subrecipient is allowed to retain and use program income for the same purposes as covered by this Agreement. Program income shall be expended before any additional grant funds are requested unless authorized differently in the Scope of Work.

6. Payments. The CITY will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and City policy concerning payments. Payment will be made in one lump sum upon receipt of this signed grant agreement, and monthly progress and finance reports made hereafter until the end of the project period, when the final grant report is due. In no case will it exceed actual cash requirements.

The Subrecipient shall submit a monthly report of actual eligible expenses, which shall be numbered and dated. The report shall at a minimum include the project name, name of the Subrecipient and address to which payment is to be made, and detailed itemized costs by budget category. All reporting shall be supported by sufficient documentation such as receipts, billings, invoices, timesheets, or other similar documents. Demographic & LMI Income Reporting Requirements must be submitted monthly.

The reports should be submitted to the City's Grant Administrator via email at cnesbit@cdaid.org or at City of Coeur d'Alene, Attn: Chelsea Nesbit, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814.

7. Insurance. The Subrecipient warrants that it has obtained, and will maintain at its expense for the duration of this Agreement, statutory worker's compensation, employer's liability, and comprehensive general liability insurance coverage for its principals and employees. The comprehensive general liability insurance shall have, at a minimum, a coverage limit of five hundred thousand dollars (\$500,000.00) for bodily or personal injury, death, or property damage or loss as the result of any one (1) occurrence or accident, regardless of the number of persons injured or the number of claimants.

8. Grant Program Requirements. This Agreement and the project are governed by the provisions of Title I of the Housing and Community Development Act of 1974 as amended, Public Law 93- 383, and the implementing regulations at 24 CFR Part 570. The Subrecipient shall not take any action or do anything inconsistent with the purposes and intent of the CDBG program. The Subrecipient shall comply with all state, local, and federal laws and regulations that pertain to the program and the CDBG grant program and funds. See attached MOU between Subrecipient and NIC, Section V - Grant Program Requirements.

9. Environmental. The Subrecipient shall comply with the conditions of the Environmental Review performed for this project, which are: *Categorical exclusion subject to the Federal laws and authorities cited in §58.5 (CEST).*

10. Real Property Acquisition, Relocation, and Disposal. The Subrecipient agrees to comply with: (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocations Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) who are displaced as a direct result of acquisition, rehabilitation, demolition, or

conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable City ordinances, resolutions, and policies concerning the displacement of persons from their residence. amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocations Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) who are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable City ordinances, resolutions, and policies concerning the displacement of persons from their residence.

11. Procurement Standards and Methods. The Subrecipient shall use procurement and purchasing standards that are in compliance with state law. Generally, procurement of items or services must follow the Procurement of Personal Property and Services Policy adopted by the CITY. The CITY'S Grant Administrator can provide technical assistance for procurement.

12. Termination of Agreement. The CITY may at any time terminate this Agreement for cause or convenience. If for any reason the Agreement is terminated, the Subrecipient agrees and acknowledges that the CITY shall bear no liability or responsibility of any kind or for any reason to the Subrecipient or the Subrecipient's clients for any of the funds received, to be received, or anticipated to be received pursuant to this Agreement.

13. Financial and Progress Reports. The Subrecipient shall submit financial and progress reports on a monthly basis. These reports will detail costs incurred by line item as described in the project budget, Attachment B. The Subrecipient agrees to submit performance reports in the form, content, and frequency as required by the CITY, and to provide any and all information, including demographic data, which the CITY may need or request in preparing the CITY's interim performance reports to HUD or otherwise. A detailed written final progress report with documentation of the activities carried out, expenditures, and benefits generated shall be submitted to the CITY'S Grant Administrator at the conclusion of the program, Attachments A, C, D, and E.

The Subrecipient shall report all program income generated by activities carried out with CDBG funds made available under this Agreement. The Subrecipient may use such income during the contract period for activities permitted under this Agreement, as provided by 24 CFR 570.504.

All required reports shall be submitted to the CITY'S Grant Administrator at City of Coeur d'Alene, via email at cnesbit@cdaid.org or at Attn: Chelsea Nesbit, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814.

14. Record Keeping. The Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred.

Subrecipient shall keep records sufficient to document purchases that are in accordance with procurement policies and track assets. Any real property acquisition activities shall be documented as required by the Acquisition and Relocation requirements of the grant program. Records of compliance with any environmental requirements shall be maintained. Other records required documenting activities undertaken, eligibility, and that a national objective has been met, shall also be maintained.

15. Client Data and Disclosure. The Subrecipient shall maintain client data demonstrating client eligibility for services, which shall include but not be limited to client name, address, and income level or other basis for determining eligibility. This data will be submitted to the Grant Administrator using the provided demographic report form as part of the final progress report.

Client information collected under this Agreement is private and the use or disclosure of such information is prohibited when not directly related to the CITY's or Subrecipients' responsibilities with respect to services under this Agreement unless written consent is first obtained from the client.

16. Amendments to this Grant Agreement. The Subrecipient understands and agrees that no change shall be made to the nature or purpose of the project and this Agreement, and that no changes shall be made in the budget (Attachment B), the Scope of Work (Attachment A), or the design of the project without the prior written consent of the CITY. Either party may initiate an amendment. From time to time the CITY may at its discretion amend this Agreement to reflect changes in the program requirements, regulations, or law.

17. Subcontracts. The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without written consent of the CITY prior to the execution of such agreement. These subcontracts shall contain all the requirements of this Agreement. In addition, prior to execution of any amendments to subcontracts, written consent by the CITY is required. All contracts and subcontracts must comply with all applicable state and federal laws and regulations.

18. Audit and Monitoring. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the CITY, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, to audit, examine, and make excerpts or transcripts of all relevant data.

The Subrecipient shall provide the CITY with an annual agency audit in accordance with OMB Circular A-133 and the Single Audit Act of 1984. The audit shall be completed by a certified public accountant during the regular annual audit cycle. The Subrecipient shall provide annual audits through the last fiscal year grant funds are expended.

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20. Recognition. The CITY and the Subrecipient agree that appropriate information shall be given to recipients of the CDBG Entitlement Program that shall give credit to HUD and the CITY for helping underwrite the program with CDBG funding. The Subrecipient shall include a reference to the support provided herein in all publications made possible with CDBG funds under this Agreement.

21. Severability. The provisions of this Agreement are severable. In the event any provision is determined to be void or unenforceable for any reason, such determination shall not affect the enforceability of the remaining provisions.

22. Hold Harmless. The Subrecipient shall hold harmless, defend, and indemnify the CITY and its representatives from any and all claims, actions, suits, charges, and judgments or losses of any kind, nature, and description, including costs, expenses, and attorney fees, that may be incurred by reason of any act or omission, neglect, or misconduct of the Subrecipient that may arise out of or which is in any way related to this Agreement.

23. Independent Contractor. The contracting parties warrant by their signatures that no employer-employee relationship is established between the Subrecipient and the CITY by the terms of this Agreement. It is understood by the parties hereto that the Subrecipient is an independent contractor and shall at all times remain an independent contractor with all respects to the CITY and shall maintain (as needed or required by 24 CFR 84.31) for itself and its employees, insurance, worker's compensation coverage, and unemployment insurance, and shall prepare and be responsible for FICA and tax filings.

24. Closeout. The Subrecipient's obligation to the CITY shall not end until all closeout requirements are completed. Closeout activities shall include, but are not limited to, making final payments, disposing of program assets, and determining the custodianship of records, completion of required reporting, and determination that the project National Objective has been met.

25. Labor Standards. The Subrecipient agrees to comply with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.), and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.

26. Copyrights. If this Agreement results in any copyrightable materials or inventions, the CITY reserves the right to a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the work or materials for governmental purposes.

27. Religious and Lobbying Activities. The Subrecipient certifies that no federal funds have been paid or will be paid to any person for the purpose of influencing any official, employee of any agency, or Member of Congress in the connection with the awarding of any federal contract or agreement. If other funds have been or will be so used, the Subrecipient certifies it has followed the proper procedures and submitted the Disclosure Form to Report Lobbying.

The Subrecipient certifies that no funds provided by this Agreement shall be used for political activities, lobbying, political patronage, or nepotism.

The Subrecipient further agrees that funds provided under this Agreement will not be used for religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytizing.

28. Section 3. The Subrecipient shall comply with the provisions of Section 3 of the HUD Act of 1968, as amended, and strive to select services or contractors that reside or have their business locations in the City of Coeur d’Alene. This will meet the Section 3 requirements that, to the greatest extent feasible, opportunities for training and employment be given to low and very low-income residents of the project area and that contracts for work in connection with this project be awarded to business concerns that provide economic opportunities for low and very low-income persons residing in the area in which the project is located.

29. Anti-Discrimination. The Subrecipient shall not discriminate in the provision of its services, hiring practices, or procurement on any of the following bases: Race, Color, National Origin, Family Status, Sex, Handicap Condition, or Religion. The Subrecipient agrees to comply with Idaho Code and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104 (b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973 and the American with Disabilities Act of 1990, The Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d’Alene have executed this Agreement on behalf of the CITY and the Subrecipient has caused this Agreement to be executed this 21st day of December, 2021.

CITY OF COEUR D’ALENE

NORTH IDAHO COLLEGE

Dated: _____

Dated: _____

By: _____
Steve Widmyer, Mayor
City of Coeur d’Alene, Idaho

By: _____
Chris Martin, VP for Finance & Business Affairs
North Idaho College

ATTEST:

By: _____
Renata McLeod
Its: City Clerk

Attachment A
Scope of Work
Grant Agreement between CITY of Coeur d'Alene and Subrecipient

Scope of Services

Under the 2021 allocation of the Community Development Block Grant, NORTH IDAHO COLLEGE. will be providing an economic development activity through distribution of North Idaho College Venture Fund Microgrants to Coeur d' Alene LMI residents.

Summary of the Project Activities

This proposal enables North Idaho College to pilot 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 Microgrants.

Benefits

The program will benefit approximately 5 individuals, at least 51% of whom are determined to be of low-to-moderate income. The National Objective for this project is benefit to low-to-moderate income persons. At least 51% of the recipients will reside in the City of Coeur d'Alene.

Schedule

Upon execution of the Agreement between NORTH IDAHO COLLEGE and the City of Coeur d' Alene, the Project shall commence and shall be complete by December 31, 2022. All CDBG funds will be expended by NORTH IDAHO COLLEGE during the 2021-22 academic year. At the completion of the project, a final report (Attachment D " Final Report") is due which will include the number, income levels, and demographics of students served.

Attachment B
Project Budget
Grant Agreement between CITY of Coeur d'Alene and
NORTH IDAHO COLLEGE FOUNDATION

Budget Item	CDBG Funds	Other Funding	Total Project Costs
<u>Venture Fund Microgrants</u>	\$25,000		\$25,000
Total	\$25,000		\$25,000

NORTH IDAHO COLLEGE FOUNDATION, INC. will submit a monthly detailed, itemized report to the CITY'S CDBG Grant Administrator for review. The report shall be dated; it shall state the Project, name and address of subrecipient, and any additional information required by the grant-funding agency.

The CITY'S CDBG Grant Administrator will verify the information, process the request, and submit the invoice to the CITY for payment.

**In the event the project costs will exceed these grant funds; NIC shall be responsible for finding any and all additional funds. The CITY shall not be responsible to provide additional funds to pay any costs in excess of Twenty-Five Thousand dollars and no cents (\$25,000).

Attachment C
**Reporting
Requirements**
Grant Agreement between CITY of Coeur d'Alene and Subrecipient

The Subrecipient shall provide:

- 1) A recent annual audit. Please Attach.
- 2) Student data, collected by NORTH IDAHO COLLEGE and shared with NORTH IDAHO COLLEGE FOUNDATION, INC. demonstrating:
 - 1) Racial demographics of Coeur d'Alene City students served per semester
 - 2) The number of Coeur d'Alene students served per semester
 - 3) Verification that Coeur d'Alene City students receiving aid are low-to-moderate income (LMI)-please provide status indicators and rationale.Please attach written statements or other supporting documentation: Attachment D "Final Report".
- 3) NORTH IDAHO COLLEGE will submit detailed, itemized reports each month. The reports shall be dated, shall state the Project, name and address of Subrecipient, and any additional information required by the grant- funding agency.
- 4) Completed demographic and income report for students served during CDBG funded project: Attachment E "Demographic & LMI Income Report".

Attachment D
Final Report
**Grant Agreement between CITY of Coeur d'Alene and
Subrecipient**

During the CITY'S CDBG funded timeline of NORTH IDAHO COLLEGE FOUNDATION, INC.' s Venture Fund Microgrants program:

- 1) Number of Coeur d'Alene City students served each semester:

- 2) Average age of Coeur d'Alene City students served:

- 3) Racial demographics of Coeur d'Alene City students served:

- 4) Rationale of how student entrepreneurs receiving microgrant assistance are determined to be low-to-moderate income (LMI):

- 5) Brief description of microgrant program and its beneficiaries:

- 6) Brief description of program status at the time of the CITY'S CDBG funding:

- 7) NORTH IDAHO COLLEGE Official Reporting:
 - A) EIN #: _____
 - B) Is this a woman owned business (YIN)? _____
 - C) Is this a minority owned business (YIN)? _____

Attachment E
Demographic & LMI Income Report
Grant Agreement between CITY of Coeur d'Alene and Subrecipient

Please report for Coeur d'Alene City students served in CDBG funded project:

Race	#Total
White	
Hispanic/Latino	
Black/African American	
Asian	
Indian American/Alaskan Native	
American Indian/Alaskan Native & White	
Native Hawaiian/ Other Pacific Islander	
Asian & White	
Black/African American & White	
American Indian/Alaskan Native &Black/African American	
Other Multi-racial	
Total Persons	
Income (Based on HUD Income limits)	# Total
Very Low	
Low	
Moderate	

AGREEMENT FOR CDBG GRANT FUNDS FOR St. Vincent de Paul North Idaho

CDBG PROGRAM YEAR: 2021

CFDA 14.218, Community Development Block Grants/Entitlement Grant

This Agreement is entered into between the CITY OF COEUR D'ALENE, a municipal corporation, whose mailing address is 710 E Mullan Avenue, Coeur d'Alene, Idaho 83814-3958, hereinafter referred to as the "CITY," and ST. VINCENT DE PAUL NORTH IDAHO, an Idaho non-profit corporation, whose mailing address is 201 East Harrison Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as "Subrecipient."

The key contact for the Subrecipient is Larry Riley, Executive Director. The key contact for the CITY is Chelsea Nesbit, the CITY'S CDBG Grant Administrator.

1. Activities Under This Agreement. The CITY has received from the U.S. Department of Housing and Urban Development ("HUD") a grant from the Community Development Block Grant Program, identified as Grant No. B-21-MC-16-0007 (the "CDBG Grant"). From this CDBG Grant the CITY is awarding Sixty-Thousand and no dollars and no cents (\$60,000) to the Subrecipient for Public Facility Improvements. The project is more fully described in Attachment A "Scope of Work."

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives. The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the National Objective to serve low-to-moderate income persons by providing grant funds to ST. VINCENT DE PAUL NORTH IDAHO that will help them rehabilitate the restrooms at the Vincent de Paul Community H.E.L.P. Center, benefitting homeless and non-homeless low to moderate income clientele, including chronically homeless and non-homeless ALICE populations, veterans, returning citizens, at risk seniors, and victims of domestic violence.

2. Effective Date and Time of Performance. This Agreement shall take effect on the date of execution of this Agreement and shall end on December 31, 2022. The term of this agreement and the provisions herein shall be extended to cover any additional time period required to perform work for close out.

3. Grant Amount and Matching Obligations. It is expressly agreed and understood that the total amount to be paid by the CITY under this Agreement shall not Sixty-Thousand and no dollars and no cents (\$60,000), referred to herein as the "grant funds." In the event costs exceed these grant funds, the Subrecipient shall be responsible for any and all additional costs. The Subrecipient will provide the management resources, staff, and office supplies needed for the project.

4. Budget. The Budget, as set forth in Attachment B and attached hereto, shall be adhered to unless otherwise amended in writing, signed by both the Subrecipient and the CITY. ST. VINCENT DE PAUL NORTH IDAHO will immediately repay to the City any amount of the grant funds that the City determines has been expended in a manner inconsistent with the CDBG Budget-Use of Funds.

5. Program Income. The Subrecipient shall report monthly all program income (as defined in 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. Program income is considered the same as grant funds and is thereby subject to this Agreement and all the applicable federal regulations. The Subrecipient is allowed to retain and use program income for the same purposes as covered by this Agreement. Program income shall be expended before any additional grant funds are requested unless authorized differently in the Scope of Work.

6. Payments. The CITY will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and City policy concerning payments. Payments will be made for eligible expenses actually incurred by the Subrecipient, and in no case will it exceed actual cash requirements. Payments will be adjusted for any program income earned under this Agreement.

The Subrecipient shall submit a request for reimbursement of actual eligible expenses, which shall be numbered and dated. The report shall at a minimum include the project name, name of the Subrecipient and address to which payment is to be made, and detailed itemized costs by budget category. All reporting shall be supported by sufficient documentation such as receipts, billings, invoices, timesheets, or other similar documents. Demographic & LMI Income Reporting Requirements must be submitted with each pay request.

The request should be submitted to the City's Grant Administrator at City of Coeur d'Alene, Attn: Chelsea Nesbit, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814.

7. Insurance. The Subrecipient warrants that it has obtained, and will maintain at its expense for the duration of this Agreement, statutory worker's compensation, employer's liability, and comprehensive general liability insurance coverage for its principals and employees. The comprehensive general liability insurance shall have, at a minimum, a coverage limit of five hundred thousand dollars (\$500,000) for bodily or personal injury, death, or property damage or loss as the result of any one (1) occurrence or accident, regardless of the number of persons injured or the number of claimants.

8. Grant Program Requirements. This Agreement and the project are governed by the provisions of Title I of the Housing and Community Development Act of 1974 as amended, Public Law 93-383, and the implementing regulations at 24 CFR Part 570. The Subrecipient shall not take any action or do anything inconsistent with the purposes and intent of the CDBG program. The Subrecipient shall comply with all state, local, and federal laws and regulations that pertain to the program and the CDBG grant program and funds.

9. Environmental. The Subrecipient shall comply with the conditions of the Environmental Review performed for this project, which are: *Categorical exclusion subject to the Federal laws and authorities cited in §58.5 (CEST).*

10. Real Property Acquisition, Relocation, and Disposal. The Subrecipient agrees to comply with: (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocations Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) who are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable City ordinances, resolutions, and policies concerning the displacement of persons from their residence.

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12. Termination of Agreement. The CITY may at any time terminate this Agreement for cause or convenience. If terminated for the convenience of the CITY, the CITY shall pay for any work completed up to the date of the termination. If the CITY terminates this Agreement for cause, the CITY will not make any payments for work completed in violation of this Agreement. If for any reason the Agreement is terminated, the Subrecipient agrees and acknowledges that the CITY shall bear no liability or responsibility of any kind or for any reason to the Subrecipient or the Subrecipient's clients for any of the funds received, to be received, or anticipated to be received pursuant to this Agreement.

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The Subrecipient shall report all program income generated by activities carried out with CDBG funds made available under this Agreement. The Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand, as provided by 24 CFR 570.504.

All required reports shall be submitted to the CITY'S Grant Administrator at City of Coeur d'Alene, Attn: Chelsea Nesbit, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814.

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IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d' Alene have executed this Agreement on behalf of the CITY, the City Clerk has affixed the seal of the City hereto, and the Subrecipient has caused the same to be signed and its seal to be affixed hereto, and the undersigned have caused this Agreement to be executed this 21st day of December, 2021.

CITY OF COEUR D' ALENE

ST. VINCENT DE PAUL NORTH IDAHO

Dated: _____

Dated: _____

By: _____
Steve Widmyer, Mayor
City of Coeur d' Alene, Idaho

By: _____
Larry Riley, Executive Director
St. Vincent de Paul North Idaho

ATTEST:

By: _____
Renata McLeod
Its: City Clerk

Attachment A

Grant Agreement between CITY of Coeur d'Alene and St. Vincent de Paul North Idaho

Scope of Services

Under the HUD PY2021 allocation of the Community Development Block Grant, St. Vincent de Paul North Idaho will renovate the restrooms in their H.E.L.P. center to improve cleanliness and accessibility. The SVDP HELP center is a HUD designated EnVision Center, and is dedicated to helping those with low or now income receive the resources, referrals and education needed to become more self-sufficient. SVDP will commit the additional \$15,000 needed to complete the project.

Summary of the Project Activities

The restrooms are original to the building constructed in 1963. The renovations will include replacing the current grouted tile surfaces with nonporous surfaces and will include a redesign to accommodate more users and enable easier access for those with mobility issues. People with mobility issues will be better able to utilize the restroom. Due to the position of the sinks, one of the two stalls in the restroom cannot be accessed by a person with weight issues. Restrooms will be more sanitary and COVID safe with the installation of hands-free hand washing and flushing, and porous surfaces will be replaced to lessen the spread of germs.

Benefits

Continuation of critical operations. St. Vincent de Paul North Idaho is the most impactful provider of social, veteran and housing services to Coeur d'Alene and North Idaho individuals and families in need.

The H.E.L.P. Center is open 255-260 days per year and sees between 150-200 clients daily, along with approximately 30 employees. Annually, 300 volunteers, and the basement meeting room is scheduled for approximately 180 meetings and/or events that serve the community. The National Objective for this project is benefit to low-to-moderate income clientele, LMC.

The H.E.L.P. Center is a vital and daily resource serving low to moderate income residents, while employing approximately 30. This project will prevent the shutdown of a vital and lone community resource that is not easily repositioned.

Schedule

Upon execution of the Agreement between St. Vincent de Paul North Idaho and the City of Coeur d'Alene, the Project shall commence and shall be complete by December 31, 2022. At the completion of the project, a final report is due on the number and demographics of beneficiaries served.

Attachment B
Project Budget

Grant Agreement between CITY of Coeur d’Alene and St. Vincent de Paul North Idaho

Budget Item	CDBG Funds	Other Funding	Total Project Costs
Public Facility Rehabilitation	\$60,000.00		\$75,000.00
Total	\$60,000.00		\$75,000.00

ST. VINCENT DE PAUL NORTH IDAHO will submit detailed, itemized invoices to the CITY’S CDBG Grant Administrator for review. The invoices shall be dated; shall state the Project, name and address to which payment shall be made, and any additional information required by the grant-funding agency.

The CITY’S CDBG Grant Administrator will verify the information, process the request, and submit the invoice to the CITY for payment.

****In the event the project costs will exceed these grant funds; ST. VINCENT DE PAUL NORTH IDAHO shall be responsible for finding any and all additional funds. The CITY shall not be responsible to provide additional funds to pay any costs in excess of Sixty-Thousand and no dollars and no cents (\$60,000).**

Attachment C

St. Vincent de Paul North Idaho Reporting Requirements

The Subrecipient shall provide:

- 1) A completed report with final drawdown (Attachment D) and a completed beneficiary and demographic report with each drawdown (Attachment E).
- 2) Verification of comprehensive general liability insurance which, at a minimum, shall have a coverage limit of five hundred thousand dollars (\$500,000) for bodily or personal injury, death, or property damage or loss as the result of any one (1) occurrence or accident, regardless of the number of persons injured or the number of claimants. Please attach policy or provide a Declarations sheet verifying insurance.
- 3) Detailed, itemized invoice(s) to the CITY'S CDBG Grant Administrator for review. The invoice(s) shall be dated, shall state the Project, name and address to which payment shall be made, and any additional information required by the grant-funding agency.

Attachment D

St. Vincent de Paul North Idaho Final Report

During the CITY'S CDBG funded timeline of St. Vincent de Paul North Idaho's Public Facility Rehabilitation:

- 1) A) Number of total clientele and number of total Coeur d'Alene clientele benefiting in the CDBG supported period:

B) Number of total clientele and number of total Coeur d'Alene clientele benefitting with increased access to the facility post CDBG funded project:

C) Number of total clientele and number of total Coeur d'Alene clientele with new access to facility post CDBG funded project:
- 2) Brief rationale of why >51% of St. Vincent de Paul North Idaho's clientele is considered to be of low-to-moderate income (LMI):
- 3) Brief rationale of why >51% of St. Vincent de Paul North Idaho's clientele is considered to be of Coeur d'Alene residency:
- 4) St. Vincent de Paul North Idaho Official Reporting:
 - A) Duns #: _____
 - B) EIN #: _____
 - C) Is this a woman owned business (Y/N): _____
 - D) Is this a minority owned business (Y/N): _____

St. Vincent de Paul North Idaho

Attachment E

Demographic & LMI Income Reporting Requirements

Please report for clientele served in CDBG funded project:

Race	#Total
White	
Hispanic/Latino	
Black/African American	
Asian	
Indian American/Alaskan Native	
American Indian/Alaskan Native & White	
Native Hawaiian/ Other Pacific Islander	
Asian & White	
Black/African American & White	
American Indian/Alaskan Native &Black/African American	
Other Multi-racial	
Total Persons	
Income (Based on HUD'S 2018 Income limits)	# Total
Very Low	
Low	
Moderate	

AGREEMENT FOR CDBG GRANT FUNDS FOR TESH, INC.

CDBG PROGRAM YEAR: 2021

CFDA 14.218, Community Development Block Grants/Entitlement Grant

This Agreement is entered into between the CITY OF COEUR D'ALENE, a municipal corporation, whose mailing address is 710 E Mullan Avenue, Coeur d'Alene, Idaho 83814-3958, hereinafter referred to as the "CITY," and TESH, INC., an Idaho non-profit corporation, whose mailing address is 3327 W. Industrial Loop, Coeur d'Alene, ID 83815, hereinafter referred to as "Subrecipient."

The key contact for the Subrecipient is Terri Johnson, Vice President. The key contact for the CITY is Chelsea Nesbit, the CITY'S CDBG Grant Administrator.

1. Activities Under This Agreement. The CITY has received from the U.S. Department of Housing and Urban Development ("HUD") a grant from the Community Development Block Grant Program, identified as Grant No. B-21-MC-16-0007 (the "CDBG Grant"). From this CDBG Grant the CITY is awarding Fifty-Five Thousand Three Hundred Nineteen dollars and no cents (\$55,319.00) to the Subrecipient for Public Facility Improvements. The project is more fully described in Attachment A "Scope of Work."

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives. The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the National Objective to serve low-to-moderate income persons by remodeling restrooms in the main building.

With this project, TESH, Inc. will increase the safety, accessibility, and longevity of the facility which primarily serves the presumed benefit group of disabled clientele of moderate income.

2. Effective Date and Time of Performance. This Agreement shall take effect on the date of execution of this Agreement and shall end on December 31, 2022. The term of this agreement and the provisions herein shall be extended to cover any additional time period required to perform work for close out.

3. Grant Amount and Matching Obligations. It is expressly agreed and understood that the total amount to be paid by the CITY under this Agreement shall not exceed Fifty-Five Thousand Three Hundred Nineteen dollars and no cents (\$55,319.00), referred to herein as the "grant funds." In the event costs exceed these grant funds, the Subrecipient shall be responsible for any and all additional costs. The Subrecipient will provide the management resources, staff, and office supplies needed for the project.

4. Budget. The Budget, as set forth in Attachment B and attached hereto, shall be adhered to unless otherwise amended in writing, signed by both the Subrecipient and the CITY. TESH INC. will immediately repay to the City any amount of the grant funds that the City determines has been expended in a manner inconsistent with the CDBG Budget-Use of Funds.

5. Program Income. The Subrecipient shall report monthly all program income (as defined in 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. Program income is considered the same as grant funds and is thereby subject to this Agreement and all the applicable federal regulations. The Subrecipient is allowed to retain and use program income for the same purposes as covered by this Agreement. Program income shall be expended before any additional grant funds are requested unless authorized differently in the Scope of Work.

6. Payments. The CITY will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and City policy concerning payments. Payments will be made for eligible expenses actually incurred by the Subrecipient, and in no case will it exceed actual cash requirements. Payments will be adjusted for any program income earned under this Agreement.

The Subrecipient shall submit a request for reimbursement of actual eligible expenses, which shall be numbered and dated. The report shall at a minimum include the project name, name of the Subrecipient and address to which payment is to be made, and detailed itemized costs by budget category. All reporting shall be supported by sufficient documentation such as receipts, billings, invoices, timesheets, or other similar documents. Demographic & LMI Income Reporting Requirements must be submitted with each pay request.

The requests should be submitted to the City's Grant Administrator via email at cnesbit@cdaid.org or at City of Coeur d'Alene, Attn: Chelsea Nesbit, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814.

7. Insurance. The Subrecipient warrants that it has obtained, and will maintain at its expense for the duration of this Agreement, statutory worker's compensation, employer's liability, and comprehensive general liability insurance coverage for its principals and employees. The comprehensive general liability insurance shall have, at a minimum, a coverage limit of five hundred thousand dollars (\$500,000.00) for bodily or personal injury, death, or property damage or loss as the result of any one (1) occurrence or accident, regardless of the number of persons injured or the number of claimants.

8. Grant Program Requirements. This Agreement and the project are governed by the provisions of Title I of the Housing and Community Development Act of 1974 as amended, Public Law 93-383, and the implementing regulations at 24 CFR Part 570. The Subrecipient shall not take any action or do anything inconsistent with the purposes and intent of the CDBG program. The Subrecipient shall comply with all state, local, and federal laws and regulations that pertain to the program and the CDBG grant program and funds.

9. Environmental. The Subrecipient shall comply with the conditions of the Environmental Review performed for this project, which are: *Categorical exclusion subject to the Federal laws and authorities cited in §58.5 (CEST).*

10. Real Property Acquisition, Relocation, and Disposal. The Subrecipient agrees to comply with: (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocations Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) who are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable City ordinances, resolutions, and policies concerning the displacement of persons from their residence.

11. Procurement Standards and Methods. The Subrecipient shall use procurement and purchasing standards that are in compliance with state law. Generally, procurement of items or services must follow the Procurement of Personal Property and Services Policy adopted by the CITY. The CITY'S Grant Administrator can provide technical assistance for procurement.

12. Termination of Agreement. The CITY may at any time terminate this Agreement for cause or convenience. If terminated for the convenience of the CITY, the CITY shall pay for any work completed up to the date of the termination. If the CITY terminates this Agreement for cause, the CITY will not make any payments for work completed in violation of this Agreement. If for any reason the Agreement is terminated, the Subrecipient agrees and acknowledges that the CITY shall bear no liability or responsibility of any kind or for any reason to the Subrecipient or the Subrecipient's clients for any of the funds received, to be received, or anticipated to be received pursuant to this Agreement.

13. Financial and Progress Reports. The Subrecipient shall submit financial and progress reports with each drawdown that detail costs incurred by line item as described in the project budget, Attachment B. The Subrecipient agrees to submit performance reports in the form, content, and frequency as required by the CITY, and to provide any and all information, including demographic data, which the CITY may need or request in preparing the CITY's interim performance reports to HUD or otherwise. A detailed written final progress report with documentation of the activities carried out, expenditures, and benefits generated shall be submitted to the CITY'S Grant Administrator at the conclusion of the program, Attachments A, C, D, and E.

The Subrecipient shall report all program income generated by activities carried out with CDBG funds made available under this Agreement. The Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand, as provided by 24 CFR 570.504.

All required reports shall be submitted to the CITY'S Grant Administrator at City of Coeur d'Alene, via email at cnesbit@cdaid.org or at Attn: Chelsea Nesbit, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814.

14. Record Keeping. The Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred.

Subrecipient shall keep records sufficient to document purchases that are in accordance with procurement policies and track assets. Any real property acquisition activities shall be documented as required by the Acquisition and Relocation requirements of the grant program. Records of compliance with any environmental requirements shall be maintained. Other records required documenting activities undertaken, eligibility, and that a national objective has been met, shall also be maintained.

15. Client Data and Disclosure. The Subrecipient shall maintain client data demonstrating client eligibility for services, which shall include but not be limited to client name, address, and income level or other basis for determining eligibility. This data will be submitted to the Grant Administrator using the provided demographic report form as part of the final progress report.

Client information collected under this Agreement is private and the use or disclosure of such information is prohibited when not directly related to the CITY's or Subrecipients' responsibilities with respect to services under this Agreement unless written consent is first obtained from the client.

16. Amendments to this Grant Agreement. The Subrecipient understands and agrees that no change shall be made to the nature or purpose of the project and this Agreement, and that no changes shall be made in the budget (Attachment B), the Scope of Work (Attachment A), or the design of the project without the prior written consent of the CITY. Either party may initiate an amendment. From time to time the CITY may at its discretion amend this Agreement to reflect changes in the program requirements, regulations, or law.

17. Subcontracts. The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without written consent of the CITY prior to the execution of such agreement. These subcontracts shall contain all the requirements of this Agreement. In addition, prior to execution of any amendments to subcontracts, written consent by the CITY is required. All contracts and subcontracts must comply with all applicable state and federal laws and regulations.

18. Audit and Monitoring. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the CITY, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, to audit, examine, and make excerpts or transcripts of all relevant data.

The Subrecipient shall provide the CITY with an annual agency audit in accordance with OMB Circular A-133 and the Single Audit Act of 1984. The audit shall be completed by a certified public accountant during the regular annual audit cycle. The Subrecipient shall provide annual audits through the last fiscal year grant funds are expended.

19. Retention. The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the CITY's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. If there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the four-year retention period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

20. Recognition. The CITY and the Subrecipient agree that appropriate information shall be given to recipients of the CDBG Entitlement Program that shall give credit to HUD and the CITY for helping underwrite the program with CDBG funding. The Subrecipient shall include a reference to the support provided herein in all publications made possible with CDBG funds under this Agreement.

21. Severability. The provisions of this Agreement are severable. In the event any provision is determined to be void or unenforceable for any reason, such determination shall not affect the enforceability of the remaining provisions.

22. Hold Harmless. The Subrecipient shall hold harmless, defend, and indemnify the CITY and its representatives from any and all claims, actions, suits, charges, and judgments or losses of any kind, nature, and description, including costs, expenses, and attorney fees, that may be incurred by reason of any act or omission, neglect, or misconduct of the Subrecipient that may arise out of or which is in any way related to this Agreement.

23. Independent Contractor. The contracting parties warrant by their signatures that no employer-employee relationship is established between the Subrecipient and the CITY by the terms of this Agreement. It is understood by the parties hereto that the Subrecipient is an independent contractor and shall at all times remain an independent contractor with all respects to the CITY and shall maintain (as needed or required by 24 CFR 84.31) for itself and its employees, insurance, worker's compensation coverage, and unemployment insurance, and shall prepare and be responsible for FICA and tax filings.

24. Closeout. The Subrecipient's obligation to the CITY shall not end until all closeout requirements are completed. Closeout activities shall include, but are not limited to, making final payments, disposing of program assets, and determining the custodianship of records, completion of required reporting, and determination that the project National Objective has been met.

25. Labor Standards. The Subrecipient agrees to comply with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.), and all

other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.

26. Copyrights. If this Agreement results in any copyrightable materials or inventions, the CITY reserves the right to a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the work or materials for governmental purposes.

27. Religious and Lobbying Activities. The Subrecipient certifies that no federal funds have been paid or will be paid to any person for the purpose of influencing any official, employee of any agency, or Member of Congress in the connection with the awarding of any federal contract or agreement. If other funds have been or will be so used, the Subrecipient certifies it has followed the proper procedures and submitted the Disclosure Form to Report Lobbying.

The Subrecipient certifies that no funds provided by this Agreement shall be used for political activities, lobbying, political patronage, or nepotism.

The Subrecipient further agrees that funds provided under this Agreement will not be used for religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytizing.

28. Section 3. The Subrecipient shall comply with the provisions of Section 3 of the HUD Act of 1968, as amended, and strive to select services or contractors that reside or have their business locations in the City of Coeur d'Alene. This will meet the Section 3 requirements that, to the greatest extent feasible, opportunities for training and employment be given to low and very low-income residents of the project area and that contracts for work in connection with this project be awarded to business concerns that provide economic opportunities for low and very low-income persons residing in the area in which the project is located.

29. Anti-Discrimination. The Subrecipient shall not discriminate in the provision of its services, hiring practices, or procurement on any of the following bases: Race, Color, National Origin, Family Status, Sex, Handicap Condition, or Religion. The Subrecipient agrees to comply with Idaho Code and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104 (b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973 and the American with Disabilities Act of 1990, The Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d' Alene have executed this Agreement on behalf of the CITY, the City Clerk has affixed the seal of the City hereto, and the Subrecipient has caused the same to be signed and its seal to be affixed hereto, and the undersigned have caused this Agreement to be executed this 21st day of December, 2021.

CITY OF COEUR D' ALENE

TESH, INC.

Dated: _____

Dated: _____

By: _____
Steve Widmyer, Mayor
City of Coeur d' Alene, Idaho

By: _____
Terri Johnson, Vice President
TESH, Inc.

ATTEST:

By: _____
Renata McLeod
Its: City Clerk

Attachment A

Grant Agreement between CITY of Coeur d'Alene and TESH, INC

Scope of Services

Under the HUD PY2021 allocation of the Community Development Block Grant, TESH INC. will update and remodel two the four client restrooms in the main building to meet ADA standards. The allocated grant funds in the amount of \$55,319, along with the PY 2020 funds previously awarded in the amount of \$42,500 will bring the total awarded amount to \$97,819. The total estimated cost of the project is \$120,000.

With this project, TESH INC. will increase the safety, accessibility, and longevity of the facility which primarily serves the presumed benefit group of disabled clientele of moderate income.

Summary of the Project Activities

Rehabilitation of restrooms in the main building to bring them to ADA standards will benefit the disabled individuals who use, volunteer and work at the facilities at TESH INC. on a monthly basis; at least 51% are presumed to be low-to-moderate income Coeur d'Alene residents due to the nature of the building's location and TESH, INC's in-demand programs running at high capacity in their support of disabled persons in need. The National Objective for this project is benefit to low-to-moderate income persons, LMC.

Schedule

Upon execution of the Agreement between TESH INC. and the City of Coeur d'Alene, the Project shall commence and shall be complete by September 30, 2022. At the completion of the project, a final report is due on the number and demographics of beneficiaries served.

Attachment B
Project Budget
Grant Agreement between CITY of Coeur d’Alene and TESH, INC

Budget Item	CDBG Funds	Other Funding	Total Project Costs
Restroom Rehab Project	\$55,319		\$55,319
Total	\$55,319		\$55,319

TESH INC. Will submit detailed, itemized invoices to the CITY’S CDBG Grant Administrator for review. The invoices shall be dated; shall state the Project, name and address to which payment shall be made, and any additional information required by the grant-funding agency.

The CITY’S CDBG Grant Administrator will verify the information, process the request, and submit the invoice to the CITY for payment.

Attachment C

TESH INC. Reporting Requirements

The Subrecipient shall provide:

- 1) A completed report with final drawdown (Attachment D) and a completed beneficiary and demographic report with each drawdown (Attachment E).
- 2) Verification of comprehensive general liability insurance which, at a minimum, shall have a coverage limit of five hundred thousand dollars (\$500,000) for bodily or personal injury, death, or property damage or loss as the result of any one (1) occurrence or accident, regardless of the number of persons injured or the number of claimants. Please attach policy or provide a Declarations sheet verifying insurance.
- 3) Detailed, itemized invoice(s) to the CITY'S CDBG Grant Administrator for review. The invoice(s) shall be dated, shall state the Project, name and address to which payment shall be made, and any additional information required by the grant-funding agency.

Attachment D

TESH INC. Final Report

During the CITY'S CDBG funded timeline of TESH, INC's Public Facility Rehabilitation:

- 1) A) Number of total disabled persons and number of total Coeur d'Alene disabled persons benefiting in the CDBG supported period:

B) Number of total disabled persons and number of total Coeur d'Alene disabled persons benefitting with increased access to the facility post CDBG funded project:

C) Number of total disabled persons and number of total Coeur d'Alene disabled persons with new access to facility post CDBG funded project:
- 2) Brief rationale of why >51% of TESH, INC's disabled population is considered to be of low-to-moderate income (LMI):
- 3) Brief rationale of why >51% of TESH, INC's disabled population is considered to be of Coeur d'Alene residency:
- 4) TESH INC. Official Reporting:
 - A) Duns #: _____
 - B) EIN #: _____
 - C) Is this a woman owned business (Y/N)? _____
 - D) Is this a minority owned business (Y/N): _____

Attachment E
Demographic & LMI Income Reporting Requirements

Please report for disabled clientele served in CDBG funded project:

Race	#Total
White	
Hispanic/Latino	
Black/African American	
Asian	
Indian American/Alaskan Native	
American Indian/Alaskan Native & White	
Native Hawaiian/ Other Pacific Islander	
Asian & White	
Black/African American & White	
American Indian/Alaskan Native & Black/African American	
Other Multi-racial	
Total Persons	
Income (Based on HUD'S 2018 Income limits)	# Total
Very Low (30%)	
Low (50%)	
Moderate (80%)	

AGREEMENT FOR CDBG GRANT FUNDS FOR United Way of North Idaho

CDBG PROGRAM YEAR: 2021

CFDA 14.218, Community Development Block Grants/Entitlement Grant

This Agreement is entered into between the CITY OF COEUR D'ALENE, a municipal corporation, whose mailing address is 710 E Mullan Avenue, Coeur d'Alene, Idaho 83814-3958, hereinafter referred to as the "CITY," and UNITED WAY OF NORTH IDAHO, an Idaho non-profit corporation, whose mailing address is 501 E. Lakeside Ave., Suite 3, Coeur d'Alene, ID 83814, hereinafter referred to as "Subrecipient."

The key contact for the Subrecipient is Keri Stark, Director of Community Impact. The key contact for the CITY is Chelsea Nesbit, the CITY'S CDBG Grant Administrator.

1. Activities Under This Agreement. The CITY has received from the U.S. Department of Housing and Urban Development ("HUD") a grant from the Community Development Block Grant Program, identified as Grant No. B-21-MC-16-0007 (the "CDBG Grant"). From this CDBG Grant the CITY is awarding Thirty-five thousand dollars (\$35,000.00) to the Subrecipient for the Childcare Scholarship program. The project is more fully described in Attachment A "Scope of Work."

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives. The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the National Objective LMC (low-moderate income clientele) under the Public Service category and the Activity Code 05L, Child Care Services 24 CFR 570.201(e) or 42 USC 5305(a)(8) and 24 CFR 570.482(c)(2), for services that will benefit children (generally under age 13), including parenting skills classes. The targeted clientele are low-moderate income families with childcare needs in Coeur d'Alene.

2. Effective Date and Time of Performance. This Agreement shall take effect on the date of execution of this Agreement and shall end on December 31, 2022. The term of this agreement and the provisions herein shall be extended to cover any additional time period required to perform work for close out.

3. Grant Amount and Matching Obligations. It is expressly agreed and understood that the total amount to be paid by the CITY under this Agreement shall not exceed Thirty-five thousand dollars (\$35,000.00) referred to herein as the "grant funds." In the event activity costs exceed these grant funds, the Subrecipient shall be responsible for any and all additional costs. The Subrecipient is responsible for providing the management resources, staff, and office supplies needed for the project.

4. Budget. The Budget, as set forth in Attachment B attached hereto, shall be adhered to unless otherwise amended in writing, signed by both the Subrecipient and the CITY. Subrecipient will immediately repay to the CITY any amount of the grant funds that the CITY determines has been expended in a manner inconsistent with the CDBG Budget-Use of Funds.

5. Program Income. The Subrecipient shall report all program income (as defined in 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. Program income is treated the same as the grant funds and is therefore subject to this Agreement and all the applicable federal regulations. The Subrecipient is allowed to retain and use program income for the same purposes as covered by this Agreement. Program income shall be expended before any additional grant funds are requested unless authorized differently in the Scope of Work.

6. Payments. The CITY will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and CITY policy concerning payments. Payments will be made for eligible expenses actually incurred by the Subrecipient and in no case will it exceed actual cash requirements. Payments will be adjusted for any program income earned under this Agreement.

The Subrecipient shall submit a request for reimbursement of actual eligible expenses, which request shall be numbered and dated. The request shall at a minimum include the project name, name of the Subrecipient, and address to which payment is to be made, and detail the itemized costs by budget category. All requests shall be supported by sufficient documentation such as receipts, billings, invoices, timesheets, or other similar documents. A Progress report must be submitted with the pay request.

The requests should be submitted to the CITY'S CDBG Grant Administrator at City of Coeur d'Alene, Attn: Chelsea Nesbit, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814 or by email at cnesbit@cdaid.org.

7. Insurance. The Subrecipient warrants that it has obtained, and will maintain at its expense for the duration of this Agreement, statutory worker's compensation, employer's liability, comprehensive general liability insurance, and automobile insurance coverage for its principals and employees. The comprehensive general liability insurance shall have, at a minimum, a coverage limit of five hundred thousand dollars (\$500,000.00) for bodily or personal injury, death, or property damage or loss as the result of any one (1) occurrence or accident, regardless of the number of persons injured or the number of claimants.

8. Grant Program Requirements. This Agreement and the project are governed by the provisions of Title I of the Housing and Community Development Act of 1974 as amended, Public Law 93-383, and the implementing regulations at 24 CFR Part 570. The Subrecipient shall not take any action or do anything inconsistent with the purposes and intent of the CDBG program. The Subrecipient shall comply with all state, local, and federal laws and regulations that pertain to the program and the CDBG grant program and funds.

9. Environmental. The Subrecipient shall comply with the conditions of the Environmental Review performed for this project, which are: *No additional environmental requirements.*

10. Real Property Acquisition, Relocation, and Disposal. The Subrecipient agrees to comply with: (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended

(URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocations Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) who are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable CITY ordinances, resolutions, and policies concerning the displacement of persons from their residence.

11. Procurement Standards and Methods. The Subrecipient shall use procurement and purchasing standards that are in compliance with state law. Generally, procurement of items or services must follow the Procurement of Personal Property and Services Policy adopted by the CITY. The CITY'S Grant Administrator can provide technical assistance for procurement.

12. Termination of Agreement. The CITY may at any time terminate this Agreement for cause or convenience. If terminated for the convenience of the CITY, the CITY shall pay for any work completed up to the date of the termination. If the CITY terminates this Agreement for cause, the CITY will not make any payments for work completed in violation of this Agreement. If for any reason the Agreement is terminated, the Subrecipient agrees and acknowledges that the CITY shall bear no liability or responsibility of any kind or for any reason to the Subrecipient or the Subrecipient's clients for any of the funds received, to be received, or anticipated to be received pursuant to this Agreement.

13. Financial and Progress Reports. At the close of the four (4) week program, the Subrecipient shall submit financial reports that detail costs incurred by line item as described in the project budget, Attachment B. The Subrecipient agrees to submit program performance reports in the form, content, and frequency as required by the CITY, and to provide any and all information, including demographic data, which the CITY may need or request in preparing the CITY's interim performance reports to HUD or otherwise. A detailed written final report with documentation of the activities carried out, expenditures, and benefits generated shall be submitted to the CITY'S Grant Administrator at the conclusion of the program, Attachments A, D, and E.

The Subrecipient shall report all program income generated by activities carried out with CDBG funds made available under this Agreement. The Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand, as provided by 24 CFR 570.504.

All required reports (Attachment C) shall be submitted to the CITY'S CDBG Grant Administrator at City of Coeur d'Alene, Attn: Chelsea Nesbit, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814 or by email at: cnesbit@cdaid.org.

14. Record Keeping. The Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations,"

or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred.

Subrecipient shall keep records sufficient to document purchases that are in accordance with procurement policies and track assets. Any real property acquisition activities shall be documented as required by the Acquisition and Relocation requirements of the grant program. Records of compliance with any environmental requirements shall be maintained. Other records required documenting activities undertaken, eligibility, and that a national objective has been met, shall also be maintained.

15. Client Data and Disclosure. The Subrecipient shall maintain client data demonstrating client eligibility for services, which shall include but not be limited to client name, address, and income level or other basis for determining eligibility. This data will be submitted to the Grant Administrator using the provided demographic report form on a semester basis as part of the progress report.

Client information collected under this Agreement is private and the use or disclosure of such information is prohibited when not directly related to the CITY's or Subrecipient's responsibilities with respect to services under this Agreement unless written consent is first obtained from the client.

16. Amendments to this Grant Agreement. The Subrecipient understands and agrees that no change shall be made to the nature or purpose of the project and this Agreement, and that no changes shall be made in the budget (Attachment B), the Scope of Work (Attachment A), or the design of the project without the prior written consent of the CITY. Either party may initiate an amendment. From time to time the CITY may at its discretion amend this Agreement to reflect changes in the program requirements, regulations, or law.

17. Subcontracts. The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without written consent of the CITY prior to the execution of such subcontract. These subcontracts shall contain, and be subject to, all the requirements of this Agreement. In addition, prior to execution of any amendments to subcontracts, written consent by the CITY is required. All contracts and subcontracts must comply with all applicable state and federal laws and regulations.

18. Audit and Monitoring. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the CITY, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, to audit, examine, and make excerpts or transcripts of all relevant data.

The Subrecipient shall provide the CITY with an annual agency audit in accordance with OMB Circular A-133 and the Single Audit Act of 1984. The audit shall be completed by a certified public accountant during the regular annual audit cycle. The Subrecipient shall provide annual audits through the last fiscal year grant funds are expended.

19. Retention. The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the CITY's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported for the final time. If there is

litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the four-year retention period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

20. Recognition. The CITY and the Subrecipient agree that appropriate information shall be given to recipients of the CDBG Entitlement Program that shall give credit to HUD and the CITY for helping underwrite the program with CDBG funding. The Subrecipient shall include a reference to the support provided herein in all publications made possible with CDBG funds under this Agreement.

21. Severability. The provisions of this Agreement are severable. In the event any provision is determined to be void or unenforceable for any reason, such determination shall not affect the enforceability of the remaining provisions.

22. Hold Harmless. The Subrecipient shall hold harmless, defend, and indemnify the CITY and its representatives from any and all claims, actions, suits, charges, and judgments or losses of any kind, nature, and description, including costs, expenses, and attorney fees, that may be incurred by reason of any act or omission, neglect, or misconduct of the Subrecipient that may arise out of or which is in any way related to this Agreement.

23. Independent Contractor. The parties acknowledge and agree that no employer-employee relationship is established between the Subrecipient and the CITY by the terms of this Agreement or any act, statement, or representation by either. It is understood by the parties hereto that the Subrecipient is an independent contractor and shall at all times remain an independent contractor with all respects to the CITY and shall maintain (as needed or required by 24 CFR 84.31) for itself and its employees, insurance, worker's compensation coverage, and unemployment insurance, and shall prepare and be responsible for FICA and tax filings.

24. Closeout. The Subrecipient's obligation to the CITY shall not end until all closeout requirements are completed. Closeout activities shall include, but are not limited to, making final payments, disposing of program assets, and determining the custodianship of records, completion of required reporting, and determination that the project National Objective has been met.

25. Labor Standards. The Subrecipient agrees to comply with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.), and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.

26. Copyrights. If this Agreement results in any copyrightable materials or inventions, the CITY reserves the right to a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the work or materials for governmental purposes.

27. Religious and Lobbying Activities. The Subrecipient certifies that no federal funds have been paid or will be paid to any person for the purpose of influencing any official, employee of any agency, or Member of Congress in the connection with the awarding of any federal contract or agreement. If

other funds have been or will be so used, the Subrecipient certifies it has followed the proper procedures and submitted the Disclosure Form to Report Lobbying.

The Subrecipient certifies that no funds provided by this Agreement shall be used for political activities, lobbying, political patronage, or nepotism.

The Subrecipient further agrees that funds provided under this Agreement will not be used for religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytizing.

28. Section 3. The Subrecipient shall comply with the provisions of Section 3 of the HUD Act of 1968, as amended, and strive to select services or contractors that reside or have their business locations in the CITY. This will meet the Section 3 requirements that, to the greatest extent feasible, opportunities for training and employment be given to low and very low income residents of the project area and that contracts for work in connection with this project be awarded to business concerns that provide economic opportunities for low and very low income persons residing in the area in which the project is located.

29. Anti-Discrimination. The Subrecipient shall not discriminate in the provision of its services, hiring practices, or procurement on any of the following bases: Race, Color, National Origin, Family Status, Sex, Handicap Condition, or Religion. The Subrecipient agrees to comply with Idaho Code and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104 (b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973 and the American with Disabilities Act of 1990, The Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d’Alene have executed this Agreement on behalf of the CITY, and the Subrecipient has caused this Agreement to be executed this ____ day of _____ 2021.

CITY OF COEUR D’ALENE

UNITED WAY OF NORTH IDAHO

Dated: _____

Dated: _____

By: _____
Steve Widmyer, Mayor
City of Coeur d’Alene, Idaho

By: _____
Mark Tucker, Executive Director
United Way of North Idaho

ATTEST:

By: _____
Renata McLeod
Its: City Clerk

Attachment A

Grant Agreement between CITY of Coeur d'Alene and UNITED WAY OF NORTH IDAHO

Scope of Services

Under the 2021 allocation of the Community Development Block Grant, UNITED WAY OF NORTH IDAHO will be providing a public service by providing Childcare Scholarship to Coeur d'Alene LMI families.

Summary of the Project Activities

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 as a monthly supplement based on need and funds available not to exceed \$2000 per family. Applications are reviewed monthly and families are selected based on income eligibility and identified need. While the COVID-19 pandemic has increased hardships on local families with children, this funding is not tied to the CDBG-CV funds.

Benefits

UWNI's current Coeur d'Alene scholarship program will be increased by 58%. This will enable UWNI to continue leveraging unrestricted scholarship funds to families outside city limits, and utilize CDBG funding for families within the city, effectively doubling the number of scholarships available within the greater Coeur d'Alene area and increasing the family benefit from \$1500 to \$2000, providing greater opportunity to establish financial stability.

UNWI has secured funding from the Idaho Department of Health and Welfare to invest in early childhood and school-age care provider infrastructure to strengthen industry systems, which is essential investment parallel to direct family support through CDBG funding.

Schedule

Upon execution of the Agreement between UNITED WAY OF NORTH IDAHO and the City of Coeur d'Alene, the Project shall commence and shall be complete by December 31, 2022. At the completion of the project, a final report is due on the number and age of beneficiaries served.

Attachment B

Project Budget

Grant Agreement between CITY of Coeur d’Alene and UNITED WAY OF NORTH IDAHO

Budget Item	CDBG Funds	Other Funding	Total Project Costs
Childcare Scholarship	\$35,000		\$35,000
Total	\$35,000		\$35,000

UNITED WAY OF NORTH IDAHO will submit a detailed, itemized invoice to the CITY’S CDBG Grant Administrator for review. The invoice shall be dated; it shall state the Project, name and address to which payment shall be made, and any additional information required by the grant-funding agency.

The CITY’S CDBG Grant Administrator will verify the information, process the request, and submit the invoice to the CITY for payment.

**It is anticipated the project costs will exceed these grant funds. UNITED WAY OF NORTH IDAHO shall be responsible for finding any and all additional funds. The CITY shall not be responsible to provide additional funds to pay any costs in excess of \$35,000 (Thirty-Five thousand dollars).

Attachment C

UNITED WAY OF NORTH IDAHO Reporting Requirements

The Subrecipient shall provide:

- 1) A recent annual agency audit. Please Attach.
- 2) Client data, collected by UNITED WAY OF NORTH IDAHO demonstrating 1) racial demographics of Coeur d'Alene City children served by the 4-week Childcare Scholarship program, 2) the number of Coeur d'Alene children served by the program, 3) verification that Coeur d'Alene City families receiving aid are low-to-moderate income (LMI)—please provide status indicators and rationale, and 4) age of Coeur d'Alene City children served by the program. Please attach written statements or other supporting documentation: Attachment D.
- 3) Verification of comprehensive general liability insurance which, at a minimum, shall have a coverage limit of five hundred thousand dollars (\$500,000) for bodily or personal injury, death, or property damage or loss as the result of any one (1) occurrence or accident, regardless of the number of persons injured or the number of claimants. Please attach policy or provide a Declarations sheet verifying insurance.
- 4) UNITED WAY OF NORTH IDAHO will submit detailed, itemized invoice(s) to the CITY'S CDBG Grant Administrator for review at the end of the four-week program. The invoice(s) shall be dated, shall state the Project, name and address to which payment shall be made, and any additional information required by the grant-funding agency.
- 5) Completed demographic and income report for LMI children served during CDBG funded project: Attachment E.

Attachment D

UNITED WAY OF NORTH IDAHO Final Report

During the CITY'S CDBG funded timeline of UNITED WAY OF NORTH IDAHO's Childcare Scholarship program:

- 1) Number of Coeur d'Alene City children served by the 4-week program:

- 2) Average age of Coeur d'Alene City children served by the 4-week program:

- 3) Racial demographics of Coeur d'Alene City children served by the 4-week program:

- 4) Rationale of how Coeur d'Alene City's children/families served by the 4-week program are determined to be low-to-moderate income (LMI):

- 5) Brief description of the program and its beneficiaries:

- 6) Brief description of program status at the time of the CITY'S CDBG funding:

- 7) UNITED WAY OF NORTH IDAHO Official Reporting:
 - A) Duns #: _____
 - B) EIN #: _____
 - C) Is this a woman owned business (Y/N): _____
 - D) Is this a minority owned business (Y/N): _____

Attachment E
Demographic & LMI Income Reporting Requirements

Please report for Coeur d'Alene City children served in CDBG funded project:

Race	#Total
White	
Hispanic/Latino	
Black/African American	
Asian	
Indian American/Alaskan Native	
American Indian/Alaskan Native & White	
Native Hawaiian/ Other Pacific Islander	
Asian & White	
Black/African American & White	
American Indian/Alaskan Native & Black/African American	
Other Multi-racial	
Total Persons	
Income (Based on HUD Income limits)	# Total
Very Low	
Low	
Moderate	

**CITY COUNCIL
STAFF REPORT**

DATE: December 21, 2021
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: **S-3-20 Delcardo Village: Final Plat Approval, Acceptance of Improvements, Maintenance/Warranty Agreement and Security Approval**

DECISION POINT

Staff is requesting the following:

1. Approval of the final plat document, a forty-two (42) lot residential development.
2. Acceptance of the installed public infrastructure improvements.
3. Approval of the Maintenance/Warranty Agreement and Security

HISTORY

- a. Applicant: Donald R. Smock, Manager
Harmony Homes LLC
1000 Northwest Boulevard
Coeur d'Alene, ID 83814
- b. Location: 7.69 Acre parcel located between Sunshine Meadows & CDA Place to the South.
- c. Previous Action:
 1. Preliminary plat approval, October 13, 2020

FINANCIAL ANALYSIS

The developer is installing the required warranty bond (10%) to cover any maintenance issues that may arise during the one (1) year warranty period that will commence upon this approval, and terminate, on December 21, 2022. The amount of the security provided is \$20,297.91.

PERFORMANCE ANALYSIS

The developer has installed all required public infrastructure. The responsible City departments have approved the installations and found them ready to accept. Acceptance of the installed improvements will allow the issuance of all available building permits for this phase of the development, and, Certificate of Occupancy issuance upon completion. The City maintenance would be required to start after the one (1) year warranty period expires on December 21, 2022.

DECISION POINT RECOMMENDATION

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

OWNER'S CERTIFICATE

THIS IS TO CERTIFY THAT HARMONY HOMES LLC., IS THE RECORD OWNER OF THE REAL PROPERTY DESCRIBED IN THIS CERTIFICATE AND HAS CAUSED THE SAME TO BE DIVIDED INTO LOTS TO BE KNOWN AS "DELCARDO VILLAGE," BEING A REPLAT OF A PORTION OF TRACT 335 OF HAYDEN LAKE IRRIGATION TRACTS AS RECORDED AT BOOK G, PAGE 67, AND RIGHT-OF-WAY VACATED PER ORDINANCE NO. 3680 RECORDED AS INST. NO. 2828851000, LOCATED IN A PORTION OF SECTION 27, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 27, SAID POINT MONUMENTED WITH A 4-INCH BRASS CAP STAMPED PLS 5576, (PER CP&F INSTRUMENT NUMBER 2075923000) FROM WHICH THE WEST 1/4 CORNER OF SECTION 27 BEARS SOUTH 00°23'21" WEST, A DISTANCE OF 2643.27 FEET, MONUMENTED WITH A 2-INCH ALUMINUM CAP STAMPED PLS 9367, PER CP&F INSTRUMENT NUMBER 2525375000; THENCE, SOUTH 00°23'21" WEST ALONG THE WEST LINE OF SAID SECTION 27, A DISTANCE OF 1982.41 FEET;
THENCE, SOUTH 89°36'39" EAST, LEAVING SAID WEST LINE, A DISTANCE OF 30.00 FEET TO THE EAST RIGHT OF WAY LINE FOR ATLAS ROAD TO A 5/8" REBAR WITH ORANGE PLASTIC CAP STAMPED SLS PLS 17407;
THENCE, SOUTH 89°06'36" EAST, LEAVING SAID RIGHT OF WAY LINE, ALONG THE NORTH BOUNDARY OF SAID TRACT 335 A DISTANCE OF 306.33 FEET TO A 5/8" REBAR WITH ORANGE PLASTIC CAP STAMPED SLS PLS 17407 BEING THE **TRUE POINT OF BEGINNING** OF THE HEREIN DESCRIBED PARCEL OF LAND;

THENCE, SOUTH 89°06'36" EAST, CONTINUING ALONG THE NORTH BOUNDARY OF SAID TRACT 335 A DISTANCE OF 321.33 FEET TO A 5/8" REBAR WITH PLASTIC CAP STAMPED PLS 6602;
THENCE, SOUTH 00°18'37" WEST A DISTANCE OF 661.40 FEET TO A ORANGE PLASTIC CAP STAMPED SLS PLS 17407;
THENCE, NORTH 89°05'22" WEST A DISTANCE OF 11.2 FEET TO AN ORANGE PLASTIC CAP STAMPED PLS 9717;
THENCE, NORTH 89°06'38" WEST A DISTANCE OF 308.00 FEET TO A 5/8" REBAR MARKED WITH ORANGE PLASTIC CAP STAMPED SLS PLS 17407;
THENCE, NORTH 89°05'19" WEST A DISTANCE OF 309.37' TO THE EAST RIGHT OF WAY LINE FOR ATLAS ROAD, POINT MONUMENTED WITH A 5/8" REBAR MARKED WITH A ORANGE PLASTIC CAP STAMPED SLS PLS 17407;
THENCE, NORTH 00°23'21" EAST, ALONG THE SAID EAST RIGHT OF WAY LINE A DISTANCE OF 400.75 FEET TO A 5/8" REBAR WITH ORANGE PLASTIC CAP STAMPED SLS PLS 17407;
THENCE, SOUTH 89°06'36" EAST A DISTANCE OF 306.51 FEET TO A 5/8" REBAR WITH ORANGE PLASTIC CAP STAMPED SLS PLS 17407;
THENCE, NORTH 00°20'59" EAST, A DISTANCE OF 260.54 FEET TO THE **TRUE POINT OF BEGINNING**.

TOGETHER WITH AND SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD AND IN VIEW. SAID DESCRIBED PARCEL CONTAINING 7.703 ACRES MORE OR LESS. THE HEREIN LAID OUT PLAT IS ALSO SUBJECT TO THE FOLLOWING:

- TRACTS A, B, C, D, E AND F SHALL BE DEEDED TO THE DELCARDO VILLAGE HOMEOWNERS ASSOCIATION INC. BY SEPARATE INSTRUMENT. SAID TRACTS ARE HEREBY GRANTED AS PRIVATE ROAD, SEWER AND SIDEWALK EASEMENTS TO THE OWNERS OF THE LOTS WITHIN THE HEREIN LAID OUT PLAT, AND ARE ALSO GRANTED AS WATER EASEMENTS TO THE HAYDEN LAKE IRRIGATION DISTRICT.
- A 10' WIDE IRRIGATION EASEMENT IS HEREBY GRANTED TO THE LOT OWNERS, AS SHOWN HEREON SHEET 3 AND 4 OF 4.
- A 20' EMERGENCY ACCESS ROAD LIES WITHIN PORTIONS OF TRACTS C, D AND E.
- A 15' LOT FRONTAGE EASEMENT AS SHOWN IS HEREBY GRANTED FOR STORM WATER, STREET AND UTILITY PURPOSES.
- THE 20' STRIP OF LAND ADJACENT TO AND PARALLEL WITH ATLAS ROAD IS HEREBY DEDICATED TO THE CITY OF COEUR D'ALENE FOR PUBLIC RIGHT-OF-WAY.
- WATER SERVICE TO EACH LOT AND TRACT PLATTED HEREIN SHALL BE PROVIDED BY HAYDEN LAKE IRRIGATION DISTRICT.
- SANITARY SEWER SERVICE TO EACH LOT AND TRACT PLATTED HEREIN SHALL BE PROVIDED BY THE CITY OF COEUR D'ALENE.
- SUBJECT TO A DOCUMENT GRANTING THE SUBJECT PARCEL THE PERPETUAL RIGHT TO TAKE AND USE FROM THE IRRIGATING SYSTEM AND CANALS AND DITCHES OF THE GRANTOR, LOCATION NOT GIVEN (INSTRUMENT 46050, RECORDS OF KOOTENAI COUNTY).
- SUBJECT PROPERTY SUBJECT TO AN ELECTRIC TRANSMISSION LINE AND TELEPHONE SYSTEM EASEMENT, LOCATION UNKNOWN (INSTRUMENT 125843, RECORDS OF KOOTENAI COUNTY).
- SUBJECT PROPERTY BENEFITS FROM AN IRRIGATION EASEMENT 3' IN WIDTH, LOCATION UNKNOWN (INSTRUMENT 606694, RECORDS OF KOOTENAI COUNTY).
- SUBJECT PROPERTY SUBJECT TO A WATERLINE EASEMENT 10' IN WIDTH, LOCATION UNKNOWN (2770825000, RECORDS OF KOOTENAI COUNTY).
- IN ACCORDANCE WITH THE 2013 SEWER MASTER PLAN; THE CITY'S WASTEWATER UTILITY PRESENTLY HAS THE WASTEWATER SYSTEM CAPACITY, WILLINGNESS AND INTENT TO SERVE THE PUD AND SUBDIVISION REQUEST, AS PROPOSED.
- SEWER POLICY #719 REQUIRES A 20' WIDE UTILITY EASEMENT (30' IF SHARED WITH PUBLIC WATER) TO BE DEDICATED TO THE CITY FOR ALL PUBLIC SEWER.
- SEWER POLICY #719 REQUIRES AN UNOBSTRUCTED "ALL-WEATHER" SURFACE PERMITTING O&M ACCESS TO THE PUBLIC SEWER.
- SEWER POLICY #716 REQUIRES ALL LEGALLY RECOGNIZED PARCELS WITHIN THE CITY TO BE ASSIGNED WITH A SINGLE (1) PUBLIC SEWER CONNECTION.
- THE NEAREST PUBLIC SANITARY SEWER IS LOCATED IN CORNWALL ST. WHICH IS SOUTH EAST OF THE SUBDIVISION.
- THE 20' WIDE SEWER EASEMENT CENTERED OVER ALL PUBLIC SEWER MAINS (30' WIDE WHEN COMBINED WITH PUBLIC WATER MAINS) BEYOND THE PUBLIC RIGHT-OF-WAY MUST BE DEDICATED AND ACCEPTED BY THE CITY. WW POLICY #719.

(CONTINUED IN SECOND PARAGRAPH)

DELCARDO VILLAGE

PLANNED UNIT DEVELOPMENT

**BEING A PART OF TRACT 335 & A PART OF A VACATED R-O-W, H.L.I.T.,
NW 1/4 OF SECTION 27, TOWNSHIP 51 NORTH, RANGE 4 WEST,
BOISE MERIDIAN, CITY OF COEUR D' ALENE, KOOTENAI COUNTY, IDAHO**

OWNER'S CERTIFICATE

THE HEREIN LAID OUT PLAT IS ALSO SUBJECT TO THE FOLLOWING:

- THIS SUBDIVISION IS REQUIRED TO EXTEND PUBLIC SANITARY SEWER CONFORMING TO ALL CURRENT CITY STANDARDS AND SEWER POLICY.
- THE CITY'S WASTEWATER UTILITY PRESENTLY HAS THE WASTEWATER SYSTEM CAPACITY AND WILLINGNESS TO SERVE THIS PROJECT.
- A BLANKET EASEMENT FOR GAS AND ELECTRIC IS DEDICATED TO AVISTA FOR TRACTS A, B, AND F.
- THE LOTS WITHIN DELCARDO VILLAGE PLAT ARE SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS RECORDED AS INSTRUMENT NO. _____ ON _____, 2021, RECORDS OF KOOTENAI COUNTY, IDAHO.

Donald R. Smock 12/6/2021
DONALD R. SMOCK, SR., MANAGER DATE
HARMONY HOMES, LLC

ACKNOWLEDGMENT

STATE OF IDAHO
COUNTY OF KOOTENAI

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS 6TH DAY OF DECEMBER, IN THE YEAR OF 2021 BY

DONALD R. SMOCK, SR., MANAGER OF HARMONY HOMES, LLC.

NOTARY PUBLIC FOR THE STATE OF IDAHO

MY COMMISSION EXPIRES: 3/17/2027

Ron C. Heidemann
NOTARY PUBLIC



PANHANDLE HEALTH DISTRICT 1

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON A REVIEW BY A QUALIFIED LICENSED PROFESSIONAL ENGINEER (OLPE) REPRESENTING THE DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. BUYER IS CAUTIONED THAT AT THE TIME OF THIS APPROVAL, NO DRINKING WATER OR SEWER/SEPTIC FACILITIES WERE CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS IF DRINKING WATER EXTENSIONS OR SEWER EXTENSIONS HAVE SINCE BEEN CONSTRUCTED OR IF THE DEVELOPER IS SIMULTANEOUSLY CONSTRUCTING THOSE FACILITIES. IF THE DEVELOPER FAILS TO CONSTRUCT FACILITIES, THEN SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL, AND NON-CONSTRUCTION OF ANY BUILDING OR SHELTER REQUIRING DRINKING WATER OR SEWER/SEPTIC FACILITIES SHALL BE ALLOWED.

DATED THIS THE 2nd DAY OF December, 2021.

Jay Loveland
PANHANDLE HEALTH DISTRICT 1

COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREIN PLAT OF "DELCARDO VILLAGE" AND CHECKED THE PLAT AND COMPUTATIONS THEREON AND HAVE DETERMINED THAT THE REQUIREMENTS OF THE IDAHO STATE CODE PERTAINING TO PLATS AND SURVEYS HAVE BEEN MET.



KOOTENAI COUNTY SURVEYOR DATE

RECORDER'S CERTIFICATE

FILED THIS _____ DAY OF _____, 2021, AT _____, M.,
AT THE REQUEST OF SAWTOOTH LAND SURVEYING, LLC.

INSTRUMENT No. _____ FEE: _____

BOOK _____ OF PLATS, PAGES _____

BY: _____
KOOTENAI COUNTY CLERK DEPUTY

CITY COUNCIL APPROVAL

THIS PLAT HAS BEEN APPROVED AND ACCEPTED BY THE CITY COUNCIL OF COEUR D'ALENE, IDAHO THIS _____ DAY OF _____, 2021.

COEUR D'ALENE CITY CLERK

CITY ENGINEER'S CERTIFICATE

THIS PLAT HAS BEEN EXAMINED AND APPROVED THIS 10th DAY OF December, 2021.

Cliff W. Baskin PE # 10804
COEUR D'ALENE CITY ENGINEER

COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE REQUIRED TAXES ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN FULLY PAID UP TO AND INCLUDING THE YEAR 2021. APPROVED THIS 7 DAY OF December, 2021.

Mary Bidwell
COEUR D'ALENE COUNTY TREASURER, Deputy Treasurer

SURVEYOR'S CERTIFICATE

I, RON C. HEIDEMANN, No. 17407, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS IS A TRUE SURVEY OF THE PLATTED LAND MADE BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT APPLICABLE CORNER RECORDS HAVE BEEN FILED IN COMPLIANCE WITH THE LAWS OF THE STATE OF IDAHO.



Ron C. Heidemann DECEMBER 1, 2021
RON C. HEIDEMANN, PLS 17407 DATE



560 W. CANFIELD AVE., STE. 200
COEUR D'ALENE, IDAHO 83815
(208) 714 - 4544

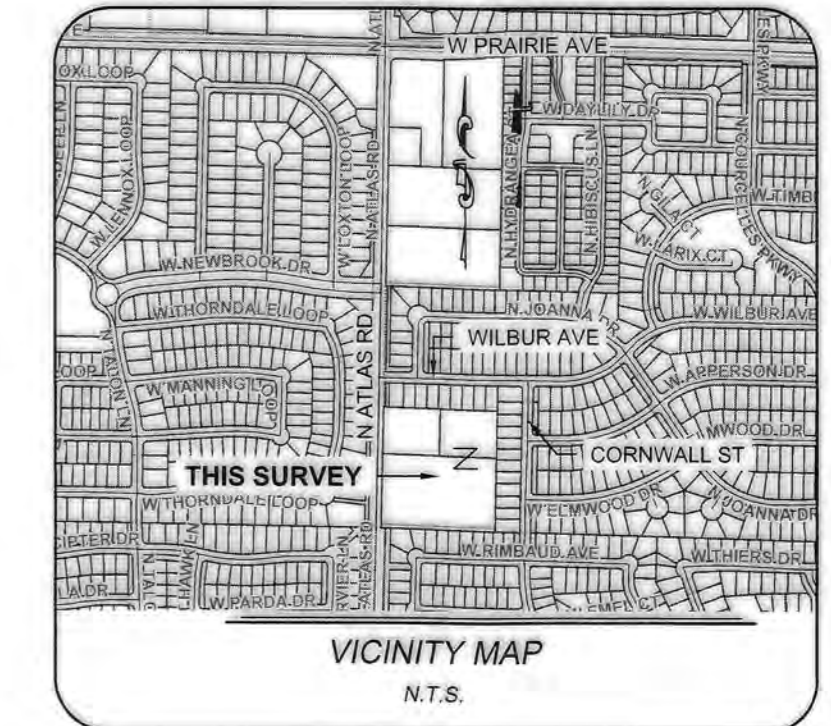
SAWTOOTH Land Surveying, LLC
WWW.SAWTOOTHLS.COM

DATE:	DRAWN BY:	CHECKED BY:	JOB#:	DWG:	SHEET:
12-1-21	LSW	RCH	220065	220065-ATLAS ROAD-PLAT	1 OF 4

DEL CARDO VILLAGE

PLANNED UNIT DEVELOPMENT

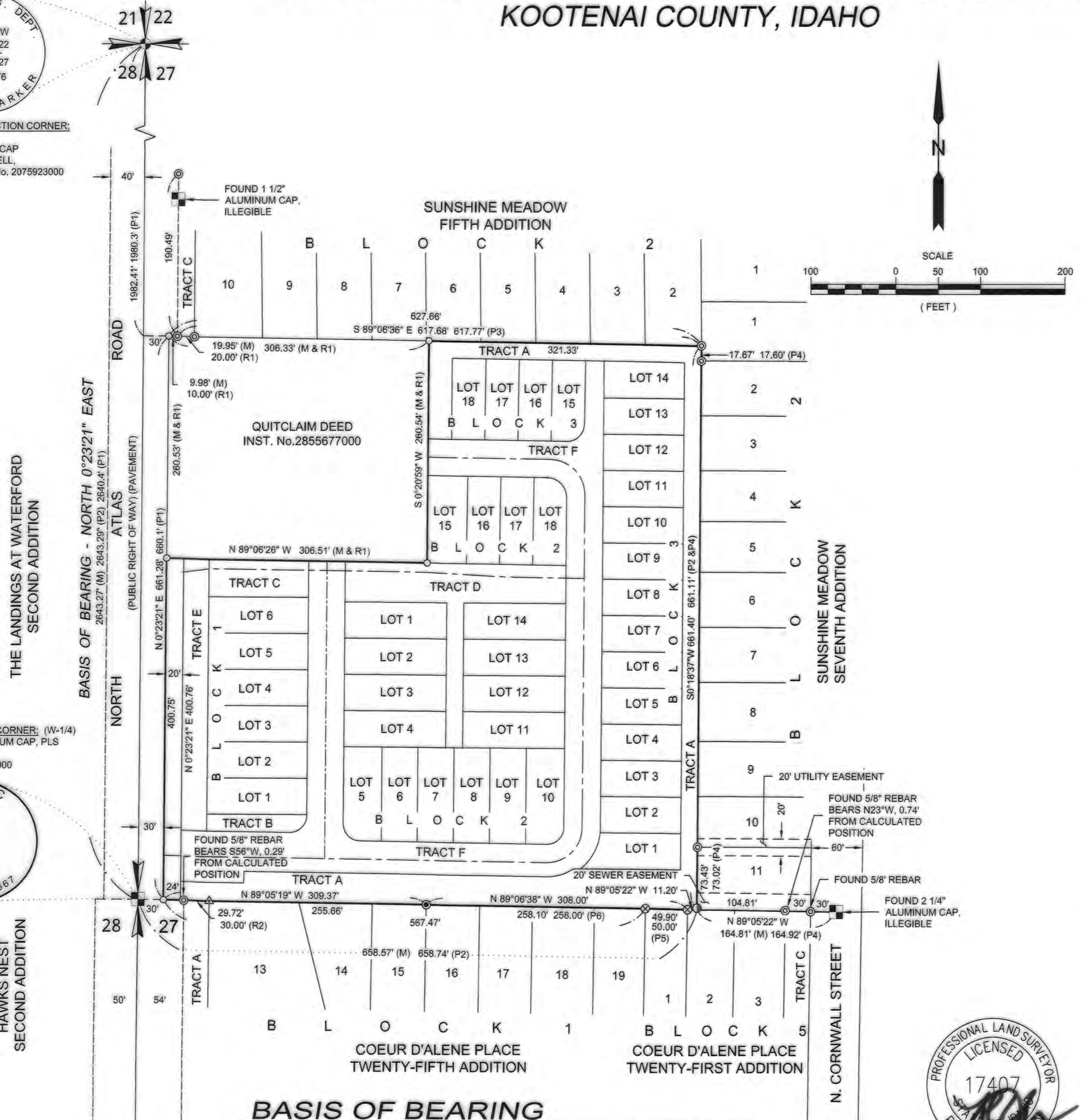
BEING A PART OF TRACT 335 & A PART OF A VACATED RIGHT-OF-WAY, H.L.I.T.,
NW 1/4 OF SECTION 27, TOWNSHIP 51 NORTH,
RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D' ALENE,
KOOTENAI COUNTY, IDAHO



IDAHO TRANS. DEPT.
S 21 | S 22
S 28 | S 27
PLS 5576
SURVEY MARKER

NORTHWEST SECTION CORNER:
SECTION 27
FOUND 4" BRASS CAP
IN MONUMENT WELL,
PER CP&F INST. No. 2075923000

WEST QUARTER CORNER: (W-14)
FOUND 2" ALUMINUM CAP, PLS
9367, PER CP&F
INST. No. 2525375000



LEGEND

- SET 1-1/4" ORANGE PLASTIC CAP (OPC) ON 5/8" x 24" REBAR WITH , "SLS PLS 17407"
- SET A 1-1/4" ORANGE PLASTIC CAP ON A 5/8" x 24" REBAR, WITNESS CORNER "WC PLS 17407" (SEE NOTES 1 & 2 ON PAGE 3)
- SET 1" COPPER MONUMENT "SLS PLS 17407" IN CONCRETE
- FOUND ALUMINUM CAP AS DESCRIBED
- FOUND BRASS CAP AS DESCRIBED
- FOUND 1-1/4" ORANGE PLASTIC CAP (OPC) ON 5/8" x 24" REBAR WITH , "SLS PLS 17407"
- FOUND 1-1/4" YELLOW PLASTIC CAP ON 5/8" REBAR, PLS 6602, UNLESS OTHERWISE NOTED
- ▲ FOUND 1" YELLOW PLASTIC CAP ON 1/2" REBAR, PLS 9030
- FOUND 1-1/4" ORANGE PLASTIC CAP ON 5/8" REBAR, PLS 9717

REFERENCES

- (PER RECORDS OF KOOTENAI COUNTY, UNLESS OTHERWISE NOTED)
- (R1) RECORD OF SURVEY BY RON HEIDEMANN, PLS 17407, FILED AS INST. No. 2854859000, BOOK 31 OF SURVEYS, PAGE 872, DATED AUGUST 24, 2021.
 - (R2) RECORD OF SURVEY BY BRANT MORRIS, PLS 6602, FILED AS INST. No. 1829993, BOOK 22 OF SURVEYS, PAGE 183, DATED SEPTEMBER 19, 2003.
 - (P1) AMENDED PLAT OF LAKE IRRIGATION TRACTS, AS RECORDED IN BOOK C, PAGE 67, KOOTENAI COUNTY RECORDER.
 - (P2) SUNSHINE MEADOWS REPLAT, RECORDED IN BOOK I OF PLATS, PAGE 496, BY BRANT MORRIS, PLS 6602, DATED OCTOBER 31, 2003
 - (P3) SUNSHINE MEADOWS FIFTH ADDITION REPLAT, RECORDED IN BOOK J OF PLATS, PAGE 154, BY BRANT MORRIS, PLS 6602, DATED FEBRUARY 1, 2005
 - (P4) SUNSHINE MEADOWS SEVENTH ADDITION REPLAT, RECORDED IN BOOK J OF PLATS, PAGE 192, BY BRANT MORRIS, PLS 6602, DATED APRIL 11, 2005
 - (P5) COEUR D' ALENE PLACE TWENTY-FIRST ADDITION REPLAT, RECORDED IN BOOK K OF PLATS, PAGE 430, BY MICHAEL MOORE, PLS 9717, DATED NOVEMBER 15, 2013
 - (P6) COEUR D' ALENE PLACE TWENTY-FIFTH ADDITION REPLAT, RECORDED IN BOOK L OF PLATS, PAGE 36, BY RUDY KITZAN, PLS 9030, DATED AUGUST 26 , 2015

BASIS OF BEARING

THE BASIS OF BEARING IS ASSUMED AS NORTH 0° 23' 21" EAST, FROM THE EAST QUARTER CORNER OF SECTION 27 TO THE NORTHWEST SECTION CORNER OF SECTION 27, COMMON TO SECTIONS 21, 22, 27, AND 28.



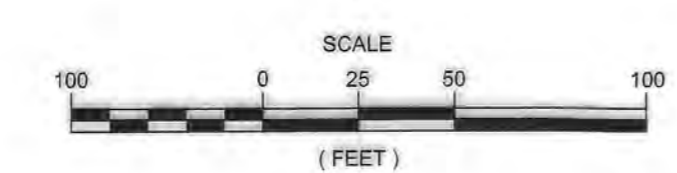
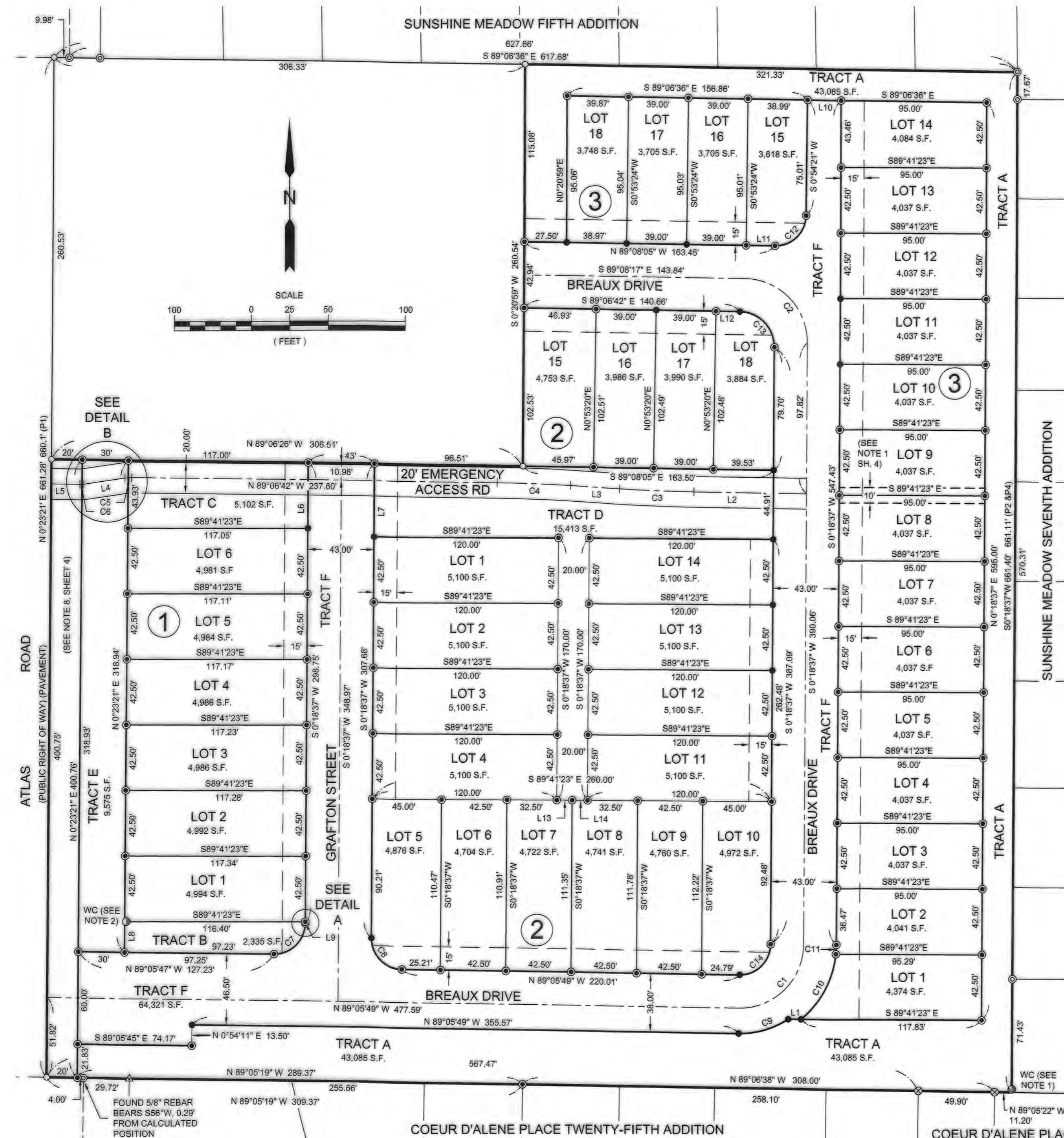
DECEMBER 1, 2021

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COEUR D'ALENE, IDAHO 83815
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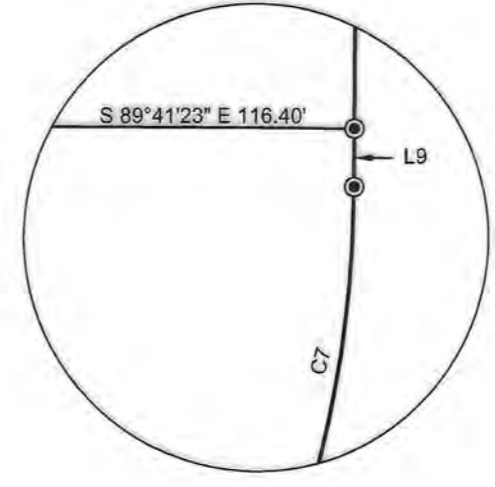
DATE: 12-1-21	DRAWN BY: LSW	CHECKED BY: RCH	JOB#: 220065	DWG: 220065-ATLAS ROAD-PLAT	SHEET: 2 OF 4
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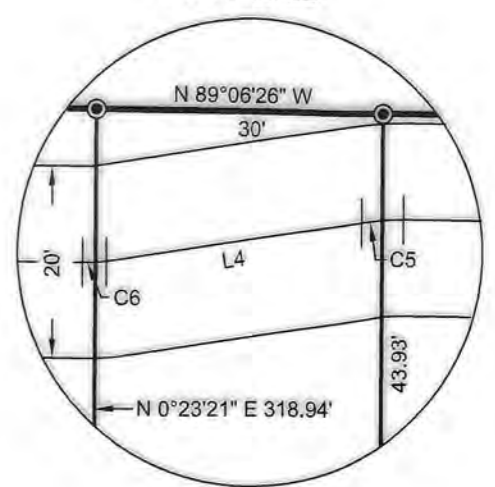
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DETAIL A
NOT TO SCALE



DETAIL B
NOT TO SCALE



CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	BRG/LENGTH
C1	65.62'	41.50'	90°35'34"	N 45°36'24" E 58.99'
C2	64.77'	41.50'	89°25'13"	N 44°24'00" W 58.39'
C3	48.48'	1010.00'	2°45'01"	S 87°43'18" E 48.48'
C4	47.78'	990.01'	2°45'54"	N 87°43'19" W 47.77'
C5	4.41'	25.00'	10°06'56"	S 86°19'08" W 4.41'
C6	2.49'	25.00'	5°42'40"	N 88°00'42" E 2.49'
C7	31.62'	20.00'	90°35'34"	N 45°36'24" E 28.43'
C8	31.21'	20.00'	89°24'26"	S 44°23'36" E 28.14'
C9	34.26'	58.00'	33°50'54"	N 74°01'48" E 33.77'
C10	49.36'	63.00'	44°53'24"	N 28°14'51" E 48.11'
C11	6.04'	63.00'	5°29'32"	N 3°03'23" E 6.04'
C12	31.41'	20.00'	89°59'03"	N 45°53'52" E 28.28'
C13	35.90'	23.00'	89°25'13"	N 44°24'00" W 32.36'
C14	31.62'	20.00'	90°35'39"	N 45°36'27" E 28.43'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 89°41'23" E	8.41'
L2	N 89°05'44" W	73.71'
L3	N 86°20'47" W	31.86'
L4	S 81°15'40" W	27.07'
L5	N 89°07'58" W	18.62'
L6	N 0°18'37" E	42.74'
L7	N 0°18'37" E	47.47'
L8	S 0°23'21" W	20.00'
L9	S 81°15'40" W	1.01'
L10	S 89°07'28" E	21.98'
L11	S 89°06'36" E	18.97'
L12	S 89°06'42" E	15.73'
L13	S 89°41'23" E	10.00'
L14	S 89°41'23" E	10.00'

NOTES

1. WITNESS CORNER SET 2.00' N 0°18'37" E FROM THE SOUTHEAST CORNER OF DELCARDO VILLAGE.
2. WITNESS CORNER SET 1.00' S 89°41'23" E FROM THE CALCULATED SOUTHWEST LOT 1 CORNER.

SURVEYOR'S NOTE

1. THE SOUTHERLY 20 FEET AS SHOWN ON THE PLAT OF HAYDEN LAKE IRRIGATION TRACTS HAS BEEN VACATED. SEE INSTRUMENT No. 2828851000.

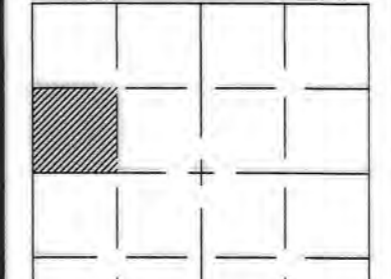


DECEMBER 1, 2021

PLAT OF:
DELCARDO VILLAGE

PLANNED UNIT DEVELOPMENT
BEING A PART OF TRACT 335 & A PART OF A VACATED
RIGHT-OF-WAY, H.L.I.T., NW 1/4 OF SECTION 27,
TOWNSHIP 51 NORTH, RANGE 4 WEST,
BOISE MERIDIAN, CITY OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO

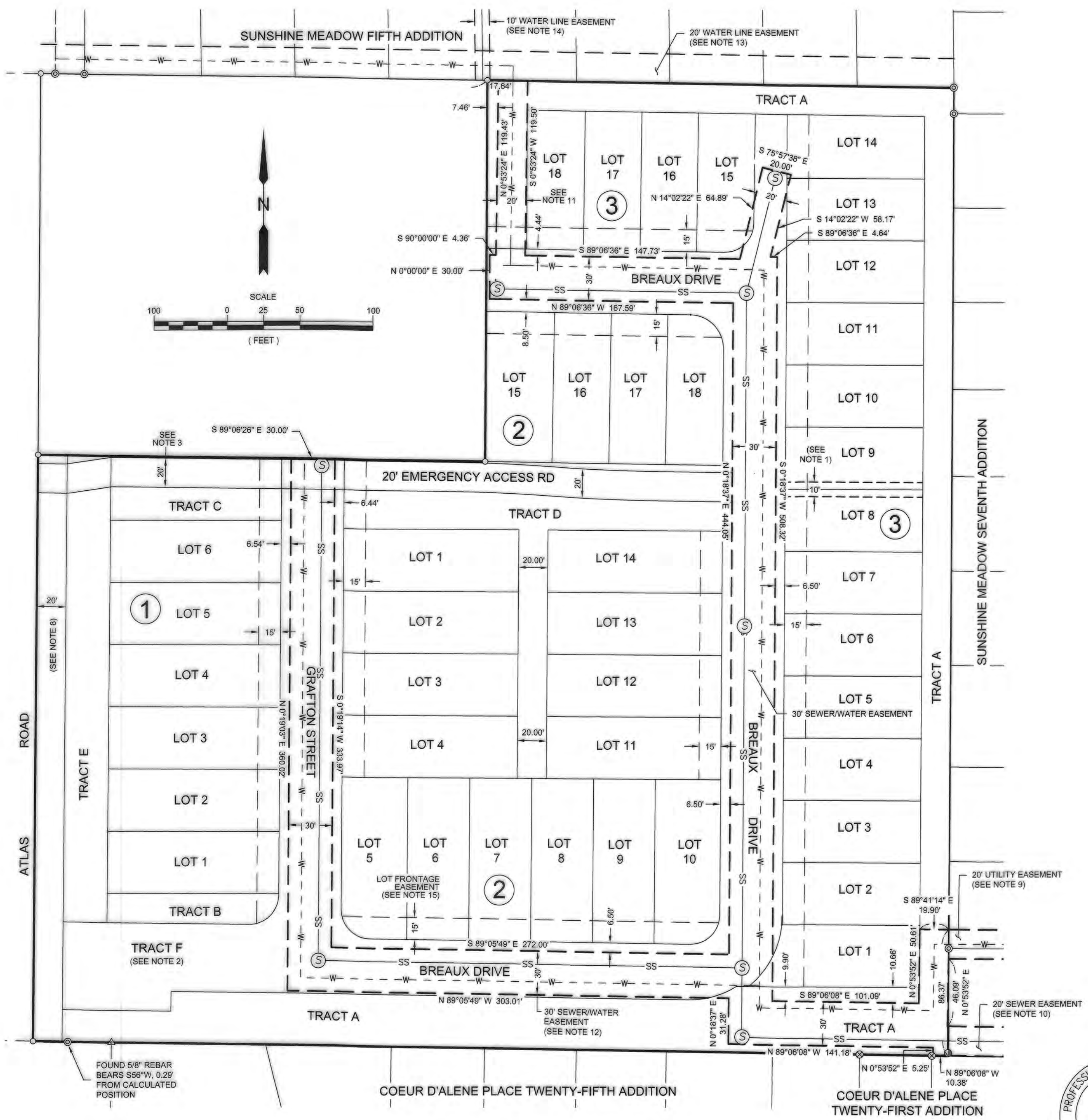
S.27, T.51N., R.4W., B.M.



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DATE:	DRAWN BY:	CHECKED BY:	JOB#:	DWG#:	SHEET:
12-1-21	LSW	RCH	220065	220065-ATLAS ROAD-PLAT	3 OF 4



LEGEND

- SEWER MANHOLE (S)
- WATER PIPE (---W---
- SEWER PIPE (---SS---

NOTES

1. A 10' WIDE IRRIGATION EASEMENT.
2. ROADS ARE PRIVATE AND LIE WITHIN TRACT F.
3. A 20' EMERGENCY ACCESS ROAD LIES WITH A PORTION OF TRACTS C, D AND E.
4. A DOCUMENT GRANTING THE SUBJECT PARCEL THE PERPETUAL RIGHT TO TAKE AND USE FROM THE IRRIGATING SYSTEM AND CANALS AND DITCHES OF THE GRANTOR, LOCATION NOT GIVEN (INSTRUMENT 46050, RECORDS OF KOOTENAI COUNTY).
5. PROPERTY SUBJECT TO AN ELECTRIC TRANSMISSION LINE AND TELEPHONE SYSTEM EASEMENT, LOCATION UNKNOWN (INSTRUMENT 125843, RECORDS OF KOOTENAI COUNTY).
6. SUBJECT PROPERTY BENEFITS FROM AN IRRIGATION EASEMENT 3' IN WIDTH, LOCATION UNKNOWN (INSTRUMENT 606694, RECORDS OF KOOTENAI COUNTY).
7. PROPERTY SUBJECT TO A WATERLINE EASEMENT 10' IN WIDTH, LOCATION UNKNOWN (2770825000, RECORDS OF KOOTENAI COUNTY).
8. THE 20' STRIP OF LAND ADJACENT TO AND PARALLEL WITH NORTH ATLAS ROAD IS TO BE DEDICATED TO THE CITY OF COEUR D'ALENE FOR PUBLIC RIGHT-OF-WAY.
9. 20' WIDE UTILITY EASEMENT PER THE PLAT "SUNSHINE MEADOWS SEVENTH ADDITION".
10. 20' WIDE EASEMENT FOR PRESSURE SEWER MAIN AND TEMPORARY SANITARY SEWER LIFT STATION PER PLAT OF "SUNSHINE MEADOWS 1ST ADDITION".
11. 20' WIDE UTILITY EASEMENT (30' IF SHARED WITH PUBLIC WATER) IS DEDICATED TO THE CITY FOR ALL PUBLIC SEWER.
12. THE 20' WIDE SEWER EASEMENT CENTERED OVER ALL PUBLIC SEWER MAINS (30' WIDE WHEN COMBINED WITH PUBLIC WATER MAINS) BEYOND THE PUBLIC RIGHT-OF-WAY IS DEDICATED AND ACCEPTED BY THE CITY.
13. 20' WIDE WATER LINE EASEMENT PER THE PLAT "SUNSHINE MEADOWS FIFTH ADDITION".
14. 10' WIDE WATER LINE EASEMENT PER THE PLAT "SUNSHINE MEADOWS FIFTH ADDITION".
15. A 15' LOT FRONTAGE EASEMENT DEDICATED FOR STORM WATER, STREET AND UTILITY PURPOSES.

PLAT OF:
DEL CARDO VILLAGE

PLANNED UNIT DEVELOPMENT
 BEING A PART OF TRACT 335 & A PART OF A VACATED
 RIGHT-OF-WAY, H.L.I.T., NW 1/4 OF SECTION 27,
 TOWNSHIP 51 NORTH, RANGE 4 WEST,
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DATE:	DRAWN BY:	CHECKED BY:	JOB#:	DWG:	SHEET:
12-1-21	LSW	RCH	220065	220065-ATLAS ROAD-PLAT	4 OF 4

AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK

Delcardo Village

THIS AGREEMENT made this 21st day of December, 2021 between Harmony Homes LLC, whose address is 1000 Northwest Boulevard, Coeur d'Alene, ID 83814, with Donald R. Smock, Manager, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved the final subdivision plat of Delcardo Village, a forty-two (42) lot, residential development in Coeur d'Alene, situated in NW ¼ of Section 27, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho; and

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

IT IS AGREED AS FOLLOWS:

The Developer agrees to maintain and warrant for a period of one year from the approval date of this agreement, the public improvements listed in the attached spreadsheet, attached as Exhibit "A", and, as shown on the construction plans entitled "Delcardo Village PUD", signed and stamped by Merle J. Van Houten, PE, # 12523, dated February 24, 2021, incorporated herein by reference, including but not limited to: sanitary sewer system and appurtenances, potable water system and appurtenances, catch basins, stormwater drainage swales, drywells and appurtenances, concrete curb and sidewalk including ramps, asphalt paving, street luminaires, signing and monumentation as required under Title 16 of the Coeur d'Alene Municipal Code.

The Developer herewith delivers to the City, security in a form acceptable to the City, for the amount of Twenty Thousand Two hundred ninety-seven and 91/100 Dollars (\$20,297.91) securing the obligation of the Developer to maintain and warrant the public subdivision improvements referred to herein. The security shall not be released until the 21st day of December, 2022. The City Inspector will conduct a final inspection prior to the release of the security to verify that all installed improvements are undamaged and free from defect. In the event that the improvements made by the Developer were not maintained or became defective during the period set forth above, the City may demand the funds represented by the security and use the proceeds to complete maintenance or repair of the improvements thereof. The Developer further agrees to be responsible for all costs of warranting and maintaining said improvements above the amount of the security given.

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

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

City of Coeur d'Alene

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

Harmony Homes LLC



Donald R. Smock, Manager

EXHIBIT 'A'

DELCARDO VILLAGE

VHCD Engineering Warranty Bond Calculation

ENGINEER'S WARRANTY BOND CALCULATION

DATE: December 3, 2021

ITEM NO.	DESCRIPTION	UNIT	QTY.	COST PER UNIT	TOTAL ITEM COST
SEWER					
1	Gravity Sewer Pipe - Size 8" - Type - SDR-35	LF	1703	\$ 37.07	\$ 63,130.21
2	Sanitary Sewer Manhole	EA	7	\$ 3,366.12	\$ 23,562.84
3	Dog House Manhole - Size 8"	EA	1	\$ 3,972.76	\$ 3,972.76
4	Shallow Manhole	EA	1	\$ 3,151.82	\$ 3,151.82
5	Sewer Service line Connection to Mainline - Size 4" - Type - SDR-35	EA	40	\$ 1,463.18	\$ 58,527.20
6	Sewer Service Line Connection to Manhole - Size 4" - Type - SDR-35	EA	2	\$ 1,409.50	\$ 2,819.00
ATLAS FRONTAGE IMPROVEMENTS					
7	Standard 6" Curb and Gutter	LF	325	\$ 32.33	\$ 10,507.25
8	Plant Mix Pavement - ITD SP3, 2" Thickness (Multi-Use Path)	SY	300	\$ 14.03	\$ 4,209.00
9	Atlas Road Milling 1.5" and Repavement	SY	735	\$ 40.32	\$ 29,635.20
10	Double Depth Drywell	EA	1	\$ 3,463.85	\$ 3,463.85
SUBDIVISION IMPROVEMENTS TOTAL					\$ 202,979.13

MAINTENANCE/WARRANTY BOND (10% OF PUBLIC SUBDIVISION IMPROVEMENTS) \$ 20,297.91



A handwritten signature in black ink, appearing to read "Merle J. Van Houten", written over a light blue horizontal line.

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

DATE: DECEMBER 13, 2021

FROM: MIKE ANDERSON, WASTEWATER DIRECTOR

**SUBJECT: AGREEMENT WITH H2E, INC. FOR REPLACEMENT OF
SCADA SYSTEM AT THE WASTEWATER TREATMENT
FACILITY**

DECISION POINT: Should the City of Coeur d'Alene enter into an agreement with H2E, Inc., for conversion of the existing Wastewater Treatment Facility SCADA system?

HISTORY: Supervisory Control And Data Acquisition (SCADA) is the computer software interface that allows the operators to interact with all of the equipment at the Wastewater Treatment Facility. The current SCADA system is extremely antiquated and unsupported. Numerous failures, particularly of the alarming system, in the past 2 years have required operators to man the Treatment Facility 24 hours per day over prolonged periods of time. An evaluation of the existing SCADA system was performed by H2E last year at which time a plan was developed to address some of these issues. That plan involved evaluating and updating the Programmable Logic Controllers (PLC's), and replacement of the current SCADA system. This plan will ensure the Treatment Facility is recoverable in the event of catastrophic failure.

The SCADA system conversion is proposed to take place over the following 3 Phases:

1. "Standards Creation" is where H2E and the City will come up with a plan on everything from background data structures to how the screens will look to the operators.
2. "Application Development" is where the bulk of the work will be done. This will be where the programming will be done and take place over a period of many months.
3. "System Implementation" will include software installation and verification that everything functions as expected.

FINANCIAL ANALYSIS: This project is a continuation of H2E's initial evaluation (Phase 1) and is anticipated to take up to two (2) years to complete. The total cost for all three (3) phases and all options, which is highly recommended, is nearly \$440,000. This fiscal year, \$250,000 was budgeted for this project with the remaining \$190,000 anticipated to be completed next Fiscal Year.

Phase	Base	Option 1 (TMF)	Option 2 (Centrifuge)	Total
1	\$57,284	\$23,400	\$8,851	\$89,535
2	216,822	58,696	19,697	\$295,215
3	41,004	10,482	2,925	\$54,411
Total	\$315,110	\$92,578	\$31,473	\$439,161

PERFORMANCE ANALYSIS: The Wastewater Department purchased a new SCADA package, VT Scada, and used it to replace the old SCADA system for the Sewer Collection System. This SCADA system went online last week and has performed flawlessly. The new SCADA system as proposed herein will permit our Treatment Facility Operators much greater interaction and functionality such as integrated alarming and trend building, as well as allow them to log in remotely with 2 factor authentication. Similarly, converting the Treatment Facility’s SCADA system will benefit the City by minimizing operator demands and solving a multitude of Treatment Facility issues.

Idaho Code § 67-2320 governs contracts with professional engineers, among others. H2E, as an engineering firm, falls under this statute. Subsection 4 of this statute provides that “[w]hen a public agency or political subdivision of the state has previously awarded a professional services contract to a person or firm for an associated or phased project, the public agency or political subdivision may, at its discretion and in accordance with all provisions of section 59-1026, Idaho Code, negotiate an extended or new professional services contract with that person or firm.” Based on H2E’s completion of Phase 1 and the intimate knowledge it has of the plan it helped develop, it would be in the best interest of City to utilize § 67-2320(4) and enter into a new professional services agreement with H2E to complete phases 2 and 3 of this project.

DECISION POINT/RECOMMENDATION: Council should approve the agreement between the City of Coeur d’Alene and H2E, Inc. in the amount of \$439,161 for the conversion of the existing Wastewater Treatment Facility SCADA system.

PROFESSIONAL SERVICES AGREEMENT

between
CITY OF COEUR D'ALENE

and
H2E, Inc.

For
Conversion of Existing SCADA System

THIS Agreement is made and entered into this 21st day of December, 2021, between the CITY OF COEUR D'ALENE, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "City," and H2E Inc., a Washington corporation, with its principal place of business at 23305 East Knox Avenue, Liberty Lake, WA 99019, hereinafter referred to as the "Consultant."

W I T N E S S E T H:

Section 1. Definition. In this Agreement:

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

B. The term "Consultant" means H2E, Inc., 23305 E Knox Ave., Liberty Lake, WA 99019.

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

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

Section 3. Scope of Services.

A. The Consultant shall perform the services described in the Scope of Services attached hereto and incorporated herein by reference as Exhibit "A."

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

Section 4. Personnel.

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

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

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

Section 5. Time of Performance. The services of the Consultant shall commence upon execution of this Agreement by the Mayor and shall be completed within three hundred sixty-five (365) days thereafter. The period of performance may be extended for additional periods only by the mutual written agreement of the parties.

Section 6. Compensation.

A. Subject to the provisions of this Agreement, the City shall pay the Consultant an amount not to exceed four hundred thirty-nine thousand one hundred and sixty-one and NO/100 Dollars (\$439,161).

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

Section 7. Method and Time of Payment. The City will pay to the Consultant an amount not to exceed the amount set forth in Section 6 which shall constitute the full and complete compensation for the Consultant's professional services. Monthly progress payments must be submitted by the 10th of the month for work done in the previous calendar month. Partial payment shall be made by the end of each calendar month for the work completed in the previous calendar month. Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council.

Section 8. Termination of Agreement for Cause. If, through any cause within Consultant's reasonable control, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall, after providing Consultant reasonable time to remedy the deficiency, thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished hard copy documents, data, studies, surveys, and reports or other material prepared by the Consultant under this agreement shall at the option of the City become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and

materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred.

Section 9. Termination for Convenience of City. The City may terminate this Agreement at any time by giving thirty (30) days written notice to the Consultant of such termination and specifying the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Section 8 above shall, at the option of the City, become its property. The Consultant shall be entitled to receive compensation not to exceed the amount reasonably billed for work actually done and expenses reasonably incurred as of the effective date of the termination.

Section 10. Modifications. The City may, from time to time, require modifications in the general scope of services initial basic services of the Consultant to be performed under this Agreement. The type and extent of such services cannot be determined at this time; however, the Consultant agrees to do such work, which shall be mutually agreed upon by the City and Consultant, as ordered in writing by the City, and the City agrees to compensate the Consultant for such work accomplished by written amendment to this Agreement.

Section 11. Equal Employment Opportunity.

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

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

Section 12. Interest of Members of City and Others. No officer, member, or employee of the City and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly, interested or has any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

Section 13. Assignability.

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

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

Section 14. Interest of Consultant. The Consultant covenants that neither it nor any of its principals or officers presently have any interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

Section 15. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.

Section 16. Publication, Reproduction and Use of Materials. No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data electronic files, or other materials prepared under this Agreement. Consultant shall provide copies of such work products to the City upon request.

City may make and retain copies of Documents for information and reference in connection with use on the Project by the City. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by the Consultant, as appropriate for the specific purpose intended, will be at the City's sole risk and without liability or legal exposure to the Consultant and Consultant's subconsultants. To the extent allowed by law, the City shall indemnify and hold harmless the Consultant and Consultant's subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.

Section 17. Audits and Inspection. Consultant shall provide access for the City and any duly authorized representatives to any books, documents, papers, and records of the Consultant that are directly pertinent to this specific agreement for the purpose of making audit, examination, excerpts, and transcriptions. Consultant shall retain all records pertinent to the project for three years after final payment and all other pending matters are closed.

Section 18. Jurisdiction; Choice of Law. Any civil action arising from this Agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County, Idaho. The law of the state of Idaho shall govern the rights and obligations of the parties.

Section 19. Non-Waiver. The failure of the City at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the City thereafter to enforce each and every protection hereof.

Section 20. Permits, Laws and Taxes. The Consultant shall acquire and maintain in good standing all permits, licenses and other documents necessary to its performance under this Agreement. All actions taken by the Consultant under this Agreement shall comply with all applicable statutes, ordinances, rules, and regulations. The Consultant shall pay all taxes pertaining to its performance under this Agreement.

Section 21. Relationship of the Parties. The Consultant shall perform its obligations hereunder as an independent contractor of the City. The City may administer this Agreement and monitor the Consultant's compliance with this Agreement but shall not supervise or otherwise direct the Consultant except to provide recommendations and to provide approvals pursuant to this Agreement.

Section 22. Integration. This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

Section 23. City Held Harmless.

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

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

Section 24. Notification. Any notice under this Agreement may be served upon the Consultant or the City by mail at the address provided in Section 1 hereof.

Section 25. Special Conditions. Standard of Performance and Insurance.

A. Consultant shall maintain general liability insurance naming the City, its entities, and its representatives as additional insureds with limits of at least Five-hundred Thousand and no/100 dollars (\$500,000.00) for property damage or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for by Idaho Code 6-924.

B. In performance of professional services, the Consultant will use that degree of care and skill ordinarily exercised under similar circumstances by members of the Consultant's profession. Should the Consultant or any of the Consultant's employees be found to have been negligent in the performance of professional services from which the City sustains damage, the Consultant has obtained Errors and Omission Insurance in at least the amount of Five-hundred Thousand and no/100 dollars (\$500,000.00). The Consultant shall maintain, and furnish proof thereof, coverage for a period of two years following the completion of the project.

C. The Consultant shall obtain and maintain auto liability insurance in the amount of Five-hundred Thousand and no/100 dollars (\$500,000.00) for the duration of the project.

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

Section 26. Non – Discrimination.

During the performance of this contract, the Consultant, for itself, its assignees and successors in interest, agrees as follows:

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

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

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

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

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

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

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

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

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

CITY OF COEUR D'ALENE

H2E, INC.

Steve Widmyer, Mayor

By _____
Its _____

ATTEST:

ATTEST:

Renata McLeod, City Clerk

Name/Title

**Scope of Work
Exhibit "A"**



November 24, 2021

Ben Martin
City of Coeur d'Alene
Wastewater Department
765 W Hubbard Ave
Coeur d'Alene, ID 83814

Attn: Ben Martin

RE: VT SCADA Conversion Proposed Scope Rev C

On behalf of the H2E Team, thank you for the continued opportunity to support the City of Coeur d'Alene. From investigation and scope conversations with your team, we have prepared this initial scoping proposal to complete the VT SCADA Upgrade in phases. The scope is based on the assumptions listed within this document; however, changes to assumptions can affect actual costs.

After your review, and confirmation we have captured the entirety of the expected scope for the project, and we can then add Budgetary estimates to this defined scope. As always, if you have any feedback, questions, or concerns, we are happy to discuss and adjust to better suit your needs.

Changes to the scope of the project, based on discussions with CDA, are italicized.

We appreciate this opportunity to support you with this VT SCADA conversion project and look forward to further discussions and a successful project.

Best regards,

Troy Pefley

Principal Automation Engineer/Project Manager

cc:

Dennis Bacon, Automation Engineer, EIT
Cody Litzko, Automation Engineer, EIT

Project Objectives and Background

In 2020 H2E conducted an evaluation of the Wastewater HMI applications. The applications were developed in Wonderware 2012 R2. H2E's work included analysis of the Wonderware applications configuration and design. The goal of the evaluation was to identify patterns within the tagging structures and screens, to enable a more rapid platform migration to Ignition. H2E's review included the HMI displays and popups, trending, links from the HMI to the PLC, PLC connections, PLC program review, and alarming. Since that evaluation, the City of Coeur d'Alene Wastewater Department has made the choice to go with VT SCADA over Ignition.

SCADA System Evaluation

H2E's evaluation of the Wonderware application showed very little consistency in tag names among the PLCs, as well as multiple tag structures which prohibits simple importation into VT SCADA. Below identifies the inputs used to estimate Phase I through Phase III.

Wastewater HMI Evaluation

1. Twelve (12) connections to processors exist for the Wastewater Treatment Facility application that are used in the Wonderware displays that H2E reviewed.
 - a. The facility primarily utilizes Siemens PLCs which utilize Siemens Total Integrated Architecture software. The Siemens processors do not have browsable tags, making the tag connections to VT SCADA more time consuming.
 - b. Differences in PLC tag data structures were discovered in the evaluation of the programs. Each unique data structure will require an individualized approach in development for tag mapping. Due to the inconsistent nature of the data structures and the impact they have on integrating into VT SCADA, H2E recommends creating/updating five (5) User-Defined Data Types in the PLCs that will enable faster integration into VT SCADA and creates consistent PLC code to assist in troubleshooting and future hardware migration.
2. H2E identified 60 Main Displays within the Wastewater application.
 - a. Main Displays utilize indirect HMI tag referencing. Tags utilized in the HMI have a unique name which does not have a direct correlation to the PLC tag names. The nature of this type of mapping will cause additional work in the migration of the HMI tags to new VT SCADA application.
 - b. The Main Display objects utilize often inconsistent HMI expressions to animate objects within the HMI. Due to the inconsistent expressions and much of the logic not programmed into the PLC, HMI design will require more time.
3. H2E identified 44 different Pop-up Displays within the application that looked to be used in the Wastewater operations.
 - a. Pop-up Displays utilize indirect HMI tag referencing. Tags utilized in the HMI have a unique name which does not have a direct correlation to the PLC tag names. The nature of this type of mapping will cause additional work in the migration of the HMI tags to new VT SCADA application.
 - b. The Pop-ups utilizes often inconsistent HMI expressions to animate/control objects within the HMI. Due to the inconsistent expressions and much of the logic not programmed into the PLC, HMI design will require more time.

4. H2E discovered that the Wastewater HMI Alarm database had 1082 alarms. H2E filtered out the alarms by Processor and City of Coeur d'Alene completed further filtering, resulting in 500 alarms that will be replicated in VT SCADA for the Wastewater application. Note, the 500 alarm total is based on the City of Coeur d'Alene's initial review and filtering of the alarm database.
 - a. H2E identified that of the 1082 HMI Alarms 633 of them were utilized in the Win911 Callout application. H2E has allocated time for 100 unique alarm callouts. Alarms of the same type (Level Transmitter Level High) are only counted once as a unique alarm.
5. Graphics used multiple times in Wonderware will be converted into a reusable component within VT SCADA. Reusable components contain parameters that are developed once and copied to each required instance. Reusable components are a representation of equipment, instruments, and limited control pop-ups, which are used in the HMI to provide status or control.
 - a. H2E estimated that 15 different reusable components will need to be developed.
 - b. Developing reusable components reduces the amount of time to develop Main Displays and enable future edits to stay consistent with the rest of the program. They do however take time and multiple iterations (review and approval process with the City of Coeur d'Alene) to get them to a usable state. Additionally, all reusable components will still need to be individually linked to the correct tags. With the review and approval process with the City of Coeur d'Alene, the time spent creating the reusable components will develop a strong building block for future PLC upgrades, as well as ease the maintenance of the VT SCADA system.
6. A Historian exist with the Wonderware application, all 383 analog tags will be added to the VT SCADA Historian; currently 14 discrete tags are historized and will be added
7. Trending will be ad-hoc (drag and drop values) in addition to eight (8) preconfigured trends.
8. No reporting exists in the Wonderware application and is not planned as part of this project.

The lack of common naming and tag structure within the Wonderware application and PLC programs will require a more manual approach for the platform conversion. However, where practical, the use of automated tools developed by H2E for HMI design and conversion will be utilized.

In addition to the inputs listed above used to develop an Estimate for Phase I through Phase III the following components have been added by direct request from the City of Coeur d'Alene or were included to assist in the development and implementation of the VT SCADA system, the details of which will be included in the applicable design phases.

1. The City of Coeur d'Alene has requested the new SCADA System not be an updated copy of the current SCADA System.
2. The City of Coeur d'Alene has requested that an unspecified number of the Main Displays have preconfigured trends and that the allocated number of eight (8) above is likely not sufficient.
3. Modifying the PLC program to utilize standard blocks throughout the facility now, rather than waiting on a complete PLC upgrade project
4. The City of Coeur d'Alene has requested that the TMF screens be recreated in the VT SCADA application rather than use a VNC to view the HMI in the field.

5. *The City of Coeur d'Alene has requested that the Centrifuge screens be recreated in the VT SCADA application rather than use a VNC to view the HMI in the field.*

Deliverables by Phase

A phased approach will be used for the project. The items below outline the deliverables and assumptions for the remaining effort. H2E's development of standards as proposed will assist in customization and maintenance of the new platform. The Wonderware application is not designed for easy integration with programming logic. Going forward, the VT SCADA system will contain reusable object views that will aid in future PLC and HMI upgrades. Developing reusable objects makes them repeatable and enables timely development of the HMI and standardizes PLC programming, as well as easy modifications and enhanced troubleshooting.

Phase I: Standards Creation

Phase I will be to document standards that will be the building blocks for the application development. H2E will work with City of Coeur d'Alene to document the HMI architecture and layout guidelines. The VT SCADA servers will be configured, and the reusable objects will be created, and HMI tag naming standards will be developed. With the tools created in Phase I this will provide the upfront work to dive into Phase II, create a standardized application, and eliminate rework.

a. Assumptions

- i. The tag data structures utilized for the development of the VT SCADA Application will be based off the tag data structures in the Secondary Building PLC.
 1. Modification to the PLC program will be made where it makes sense to reduce substantial manual linking and future rework.
 2. H2E plans to updating/create five (5) User Defined Types (UDTs).
- ii. A tag correlation file will be necessary to reference newly developed VT SCADA based objects and attributes to the HMIs indirectly referenced PLC tags. Documentation of the tag correlation will aid in application development, maintenance, and used in the test plan.
 1. This will be a manual process as automated tools do not work for evaluating tag linking.
- iii. The VT SCADA primary and redundant servers will be sized according to the VT SCADA sizing guidelines.
- iv. The field HMIs will be compatible with the latest release of VT SCADA
- v. The Vendor TMF PLC logic will not change
- vi. *The Vendor TMF local HMI will not change*
- vii. *The Vendor Centrifuge PLC logic will not change*
- viii. *The vendor Centrifuge HMI will not change*

b. Deliverables

- i. Develop a Standards document based on discussions with City of Coeur d'Alene
 1. Document will include tag standards, colors, control functions, graphic standards, screen layout, and navigation.

- ii. Configure the VT SCADA Servers
 1. Includes VT SCADA software installation, driver installation
 2. Redundancy configuration
 3. Historian configuration
 4. Server configuration
- iii. Configure the Field HMIs
 1. Includes programming and setup of HMIs
 2. Does NOT include installation documentation of equipment specification
- iv. Develop standard graphics and reusable objects to be used in VT SCADA
 1. Develop 20 reusable components
 2. Each reusable component will have an associated graphic(s)
 - a. The graphic will correlate to the conditions determined in the standards document and approved by the City of Coeur d'Alene.
- v. Develop a correlation file between VT SCADA object attributes and PLC tag reference. The correlation file will be used in the test plan for commissioning in Phase III.
 1. The document will be used in development and maintenance as well as a tool for future PLC upgrades.
 2. Alarms will be captured in the correlation file.

Phase II: Application Development

Phase II will be to create the application. To layout and link the reusable components created in Phase I onto the Main displays and Pop-ups. The connections to the PLCs will be configured in this phase and all required HMI tags will be created and linked to the associated PLC tags. Navigation and screen design will be completed during this phase in addition to linking all the object attributes to the HMI tags. The effort to create the HMI tags and then link them to the associated HMI objects will be the largest effort of this phase and will require manual input.

- a. Assumptions
 - i. No software or hardware purchasing included as this is to be completed by the City of Coeur d'Alene.
 - ii. City of Coeur d'Alene will provide IP Addressing.
 - iii. Estimate based on 60 Main displays and 44 Pop-ups.
 - iv. Estimate based on one (1) Ad-Hoc trends and eight (8) pre-configured trends.
 - v. Estimate based on four (4) users to configure with security privileges
 1. The users included View only, Operator, Supervisor, and Administrator

- vi. Configuration of 500 alarms (primarily discrete alarms) in the VT SCADA system, to match the configuration in the existing Wonderware System.
- vii. Estimate based on all analog data being historized at the same rate
 - a. No historization of discrete data is included in this estimate
- viii. Estimate based on modifying each PLC to utilize the five (5) User Defined Types created in Phase I.
- ix. Vendor PLC's will not be modified during this upgrade
- x. Estimate includes the labor hours to directly link each tag reference to a VT SCADA attribute and to re-create expressions and animations used in Wonderware or agreed upon in Phase I
- xi. H2E will be provided a spare processor to be utilized for emulation testing and connection of HMI tags to PLC tags.
- xii. The network modifications to prep for HMI Upgrade are largely complete. CDA has requested the network switches be managed by City IT. Configuration of the network switches is not part of the scope of this project.
- xiii. Virtual Machine development and VT SCADA configuration is by H2E. Server (Host) hardware setup and configuration is performed and managed by City IT.

b. Deliverables

- i. Finalize number of screens/popups required in VT SCADA.
- ii. Main Displays
 - 1. Including Main Displays, Pop-ups, Trending
- iii. Create four (4) Users that will have access to the runtime application for VT SCADA and associated Security
 - a. View-Only will not have any control
 - b. Operator will have control of required items
 - c. Supervisor will have control of required items and the ability to change setpoints
 - d. Admin will have full control to make operations modifications as well as application modifications
- iv. PLC connections configured (13)
- v. Alarm development (600)
- vi. Historical data configuration (All analog tags)
- vii. Redundancy testing on the servers
- viii. Test Plan development outlining functions to be tested while onsite and signed off by City of Coeur d'Alene.
- ix. Test Procedure development defining the procedures and items that will be tested as part of the System Implementation

In addition to the assumptions and deliverables listed above the following deliverables have been added by direct request from the City of Coeur d'Alene or were included to assist in the development and implementation of the VT SCADA system.

c. Additional Assumptions

- i. Additional meeting time has been added to encompass the time required to develop and full understanding of what the City of Coeur d'Alene envisions for the screens as the outcome of this project. As the City of Coeur d'Alene does not want an updated copy of their current system.
- ii. The City of Coeur d'Alene has requested that an unspecified number of the Main Displays have preconfigured trends and that the allocated number of eight (8) above is likely not sufficient.
 - a. 5 additional preconfigured Trends have been added for Main Displays
- iii. Navigation includes forward and back buttons to allow operations to view screens in a repeatable fashion.
- iv. Modifying the PLC program to utilize standard blocks throughout the facility now, rather than waiting on a complete PLC upgrade project.
 - a. Creating and implementing PLC program blocks during the VT SCADA upgrade assists in the PLC to SCADA system linking as standardized blocks are utilized.
 - b. Implementing PLC programming during the VT SCADA upgrade also reduces future rework costs associated with relink the majority of the SCADA System.
 - c. The existing equipment control blocks cannot be modified as part of this project because Wonderware still needs to operate until VT SCADA is accepted and Wonderware is decommissioned. Removal of the existing equipment control blocks is not part of this VT SCADA upgrade project; the PLC logic cleanup will be performed during each individual PLC Upgrade.

Phase III: System Implementation

Phase III includes the onsite support for software installation, integration into the network, verify communications, perform site acceptance testing, and operator training. H2E's recommendation is to bring the VT SCADA system up in parallel with the Wonderware system to allow for comparison while transitioning to the VT SCADA system.

a. Assumptions

- i. H2E assumes that the Wonderware System and the VT SCADA system will run in parallel initially. Control will be done via the VT SCADA system and verified through the Wonderware application. Commissioning will test every available item, should there be any items that cannot be tested the HMI systems should be run in parallel until all items in the VT SCADA system can be fully tested.

1. H2E assumed that the PLCs will allow multiple connections. This includes existing connection to Wonderware and the new connection to VT SCADA to run the systems in parallel.
 - ii. VT SCADA Clients will be configured in the Library, the Operator's office, and at eight (8) in field thin clients
 - iii. City of Coeur d'Alene will provide all network connections for the new VT SCADA system.
 - iv. Testing will include visual verification, as well as control functions approved by City of Coeur d'Alene. Any control functions that are not available for testing will be documented and signed off by City of Coeur d'Alene after commissioning.
- b. Deliverables
- i. Emulation Testing to verify linking between the HMI and a PLC tag. This testing will ensure that the link does exist in the PLC, but final verification will be done onsite when the connection is showing live data.
 - ii. Onsite support for software acceptance testing is allocated as a reasonable estimate.
 1. Twelve (12) days for one (1) engineer for onsite SAT support after implementation.
 2. H2E will provide a test document upon completing commissioning that will document the links and equipment that has been tested, alarms that are tested, and any items that could not be tested.

TMF HMI VTSCADA Screen Development

In addition to the assumptions and deliverables listed above the following deliverables have been added by direct request from the City of Coeur d'Alene or were included to assist in the development and implementation of the VT SCADA system.

Phase I: Standards Creation

a. Additional Assumptions

- i. The City of Coeur d'Alene has requested that the TMF screens be recreated in the VT SCADA application rather than use a VNC to view the HMI in the field.
3. The City of Coeur d'Alene has communicated that no changes are to be made to the Vendor PLC so H2E will need to work with the existing TMF PLC code. This means that for all the reusable objects to function the same for the TMF as the rest of the facility, new standard objects must be developed

b. Additional Deliverables

- ii. 10 Additional reusable components
- iii. An additional tag correlation file will be necessary to reference newly developed VT SCADA based objects and attributes to the TMF HMIs

tags. Documentation of the tag correlation will aid in application development, maintenance, and used in the test plan.

4. This will be a manual process as automated tools do not work for evaluating tag linking.

Phase II: Application Development

- a. Additional Assumptions
 - i. None.
- b. Additional Deliverables
 - i. 20 Main displays
 - ii. 13 popups
 - iii. 1 PLC connection
 - iv. 50 unique alarms
 - v. 25 unique callouts
 - vi. 25 historized tags

Phase III: System Implementation

- c. Additional Assumptions
 - i. None.
- d. Additional Deliverables
 - i. Three (3) days for SAT
 - ii. Additional time was added to the include the TMF in the Test documentation required for commissioning
 - iii. Six (5) additional days, to be used as required, have been added for Post commissioning support at the request of the City of Coeur d'Alene.

Centrifuge HMI VTSCADA Screen Development

In addition to the assumptions and deliverables listed above the following deliverables have been added by direct request from the City of Coeur d'Alene or were included to assist in the development and implementation of the VT SCADA system.

Phase I: Standards Creation

- a. Additional Assumptions
 - i. *The City of Coeur d'Alene has requested that the Centrifuge screens be recreated in the VT SCADA application rather than use a VNC to view the HMI in the field.*
 1. *The City of Coeur d'Alene has communicated that no changes are to be made to the Vendor PLC so H2E will need to work with the existing Centrifuge PLC code. This means that for all the reusable objects to function the same for the Centrifuge as the rest of the facility, new standard objects must be developed*

b. Additional Deliverables

- i. Three (3) Additional reusable components*
- ii. An additional tag correlation file will be necessary to reference newly developed VT SCADA based objects and attributes to the Centrifuge HMI's tags. Documentation of the tag correlation will aid in application development, maintenance, and used in the test plan.*
 - 1. This will be a manual process as automated tools do not work for evaluating tag linking.*

Phase II: Application Development

a. Additional Assumptions

- i. None.*

b. Additional Deliverables

- i. 4 Main displays*
- ii. 5 popups*
- iii. 1 PLC connection*
- iv. 54 unique alarms*
- v. 10 unique callouts*
- vi. 5 historized tags*

Phase III: System Implementation

a. Additional Assumptions

- i. None.*

b. Additional Deliverables

- i. One (1) day two (2) engineers for SAT*
- ii. Additional time was added to the include the Centrifuge in the Test documentation required for commissioning*

Engineering Fee Estimate

H2E anticipates our support will be provided on a Time & Expense basis. Based on our understanding of the scope required to execute the VTSCADA Upgrade for CDA WTP, as clarified herein, our estimate is broken down as follows:

Base Scope

- Phase I Standards Development and Documentation - **\$57,284**
 - Standards Document
 - Emulation Testing with CDA
 - Test Procedure
- Phase II Application Development - Plant HMI Programming – **\$139,498**
- Phase II Application Development - Plant PLC Programming - **\$77,324**



- Phase III System Implementation - Plant Commissioning - **\$33,440**
 - 12 days 1 engineer
 - Network / VTSCADA Hardware Setup
 - Subsystem Testing
 - Functional Testing
- Post Commissioning Support – **\$7,564**
 - 5 days 1 engineer

Optional Scope – TMF Screen Development for VTSCADA

- Phase 1 Standards Development and Documentation - **\$23,400**
 - Standards Document
 - Test Procedure
- Phase II Application Development - HMI Programming – **\$58,696**
- Phase III System Implementation - Commissioning - **\$10,482**
 - 3 days 1 engineer
 - Subsystem Testing
 - Functional Testing

Optional Scope – Centrifuge Screen Development for VTSCADA

- *Phase 1 Standards Development and Documentation - \$8,851*
 - *Standards Document*
 - *Test Procedure*
- *Phase II Application Development - HMI Programming – \$19,697*
- *Phase III System Implementation - Commissioning - \$2,925*
 - *1 day 2 engineers*
 - *Subsystem Testing*
 - *Functional Testing*

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

DATE: December 13, 2021

FROM: Mike Becker, Capital Programs Manager, WW Department

SUBJECT: Amendment to Professional Services Agreement with HDR Engineering, Inc., for the Solids Handling Improvements Project

DECISION POINT: Should City Council approve an amendment to the City's existing Professional Services Agreement (PSA) with HDR Engineering, Inc., for additional professional services associated with the Wastewater Department's Solids Handling Improvements Project?

HISTORY: On August 18, 2020, pursuant to Resolution No. 20-045, the City entered into a PSA with HDR Engineering, Inc., for the design improvements to the Solids Handling Facility at the City's Wastewater Treatment Facility. This PSA was limited to the evaluation, preliminary design, and technical assistance for replacing the Belt Filter Press, and the pre-purchase of centrifuge dewatering equipment. After a multi-stage manufacturer pre-qualification process, on September 17, 2021, the City awarded the contract for the new centrifuge, with related equipment, to GEA Westfalia pursuant to Resolution No. 21-048. Barring unforeseen delays, we should take delivery of this equipment around May 2022.

Each centrifuge manufacturer presents multiple proprietary operational and dimensional requirements, resulting in a wide array of engineering design parameters. Understanding that the centrifuge is the primary driver for the Solids Handling Improvements Project, this Project's final design could not be completed until a centrifuge manufacture was selected. With the selection of GEA's centrifuge, HDR can now provide its costs to complete this Project's final design elements, cost estimates, construction sequencing, and plans and specifications for bidding purposes. As part of this process, HDR will also need to prepare additional shop drawings and technical submittals for review and approval. It was for this reason that Task 500 was set up and reserved within the original PSA's scope, and is now brought forward for City Council.

FINANCIAL ANALYSIS: A summary of the original PSA tasks and costs are presented in Grey in the table below. These tasks and costs were presented to City Council on August 18, 2020. The PSA amendment for Task 500 – Management Reserve - as proposed herein is presented in [Blue](#).

TASK	DESCRIPTION	COSTS
100	Project Management	\$21,908
200	Regulatory Liaison, Permits, and Approvals	\$1,472
300	Concepts Development and Evaluation	\$36,580
400	Core & Preliminary Design	\$155,296
500	Additional Project Elements & Final Design Development (Management Reserve)	\$117,093
600	Final Contract Documents	\$14,323
700	Solids Building Improvements and Centrifuge Installation Bidding Administration	\$3,206
800	Construction Phase Services	Future
900	Construction Phase Field Services	Future
1000	Post Construction and Close-out Services	Future
Total Excluding Tasks 500, 800-1000:		\$232,785
Total with Original PSA + Task 500:		\$349,878

The Solids Handling Improvements Project is a multi-year project and will likely extend into FY 2022/2023. Funding for this project, including engineering services, is currently budgeted under #031-022-4354-7998. A copy of HDR's amended scope, modified Project Schedule and Compensation is attached for your review.

It is worth noting that once a general contractor is awarded a contract for construction, a second amendment for the remaining Tasks 800-1000 (in Green) will be negotiated and presented to the City Council. This is the typical process for the City's multi-year large scale treatment facility projects.

PERFORMANCE ANALYSIS: Task 500 is a continuation of the ongoing Solids Handling Improvements Project. HDR was selected for this Task in accordance with Idaho Code § 67-2320(4) which allows for the City to negotiate an extended or new professional services contract for an associated or a phased project. This amendment has been determined by the Legal Department to be consistent with Idaho law.

DECISION POINT/RECOMMENDATION: Council should approve the amendment to the Professional Services Agreement (PSA) with HDR Engineering, Inc., for additional Professional Services associated with the Solids Handling Improvements Project Task 500 – Management Reserve - at an additional cost of \$117,093.00.

AMENDMENT NO. 1
to
PROFESSIONAL SERVICES AGREEMENT
Between
CITY OF COEUR D’ALENE and HDR ENGINEERING, INC.
For
SOLID HANDLING IMPROVEMENTS PROJECT

This Amendment to the Professional Services Agreement is made and entered into the 21st day of December, 2021, between the City of Coeur d’Alene, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the “City,” and HDR Engineering, Inc., a Nebraska corporation, with its principal place of business at 412 E. Parkcenter Blvd., Suite 100, Boise, Idaho 83706, hereinafter referred to as the “Consultant,” pursuant to the terms and conditions as set forth herein.

W I T N E S S E T H:

WHEREAS, on August 18, 2020, pursuant to Resolution No. 20-045, the City and the Consultant entered into a Professional Services Agreement for the Solids Handling Improvements Project, specifically for the design improvements to the Solids Handling Facility at the City’s Wastewater Treatment Facility; and

WHEREAS, the Professional Services Agreement was necessarily limited to the evaluation, preliminary design, and technical assistance for the replacement of the Belt Filter Press and the pre-purchase of centrifuge dewatering equipment; and

WHEREAS, the City issued a bid solicitation for the pre-purchase of a new centrifuge with related equipment and, pursuant to Resolution No. 21-048, awarded the contract for the centrifuge to GEA Westfalia, and, barring unforeseen delays, the Wastewater Department should take delivery of the centrifuge in or around May 2022; and

WHEREAS, the centrifuge is the primary driver for the Solids Handling Improvements Project, but, until the centrifuge manufacturer was known, the Project’s final design could not be completed. With the selection of GEA’s centrifuge, the Consultant can now provide the project’s final design elements, cost estimates, construction sequencing, and plans and specifications for bidding purposes. As part of this process, the Consultant will also need to prepare additional shop drawings and technical submittals for review and approval;

WHEREAS, these tasks were described in the original Professional Services Agreement, but the costs were unknown and, so, compensation for these costs was not included in the Professional Services Agreement; and

WHEREAS, the Consultant is available and is willing to provide personnel and services to prepare the final design elements, cost estimates, construction sequencing, plans and

specifications, additional shop drawings, and technical submittals for the Solids Handling Improvements Project; and

WHEREAS, Section 10 of the Professional Services Agreement allows for modifications to the scope of services to be provided by the Consultant for additional reasonable compensation.

NOW, THEREFORE, in consideration of the terms, conditions and covenants of performance contained or incorporated herein, the City and the Consultant agree that the Professional Services Agreement entered into on the 18th day of August, 2020, shall be amended as follows:

Section 1. Scope of Services

The scope of services is amended to include the scope of services, schedule, and compensation as described in Exhibit “A” hereto, entitled: Solids Handling Improvements Project at the Coeur d’Alene Advanced Wastewater Treatment Facility (AWTF) for the City of Coeur d’Alene, Idaho, Scope of Services, Schedule, and Compensation, Modified for Amendment 01 – November 15, 2021.

Section 2. Compensation

For services described in this Amendment, the Consultant’s total compensation for professional services, including labor and overhead costs and expenses, sub-consultant compensation, and sub-consultant mark-up, shall be One Hundred Seventeen Thousand Ninety-three and no/100 Dollars (\$117,093.00). This brings the total compensation under the Professional Services Agreement to Three Hundred Forty-nine Thousand Eight Hundred Seventy-eight and no/100 Dollars (\$349,878.00) for the Solids Handling Improvements Project.

Section 3. Schedule

The Project Schedule for the services performed pursuant to this Amendment shall be as set out in Exhibit “A.”

CITY OF COEUR D’ALENE

HDR ENGINEERING, INC.

Steve Widmyer, Mayor

Kate Eldridge, Vice President

ATTEST:

ATTEST:

Renata McLeod, City Clerk

Zelma Z. Miller, Department Accountant

EXHIBIT A

SOLIDS HANDLING IMPROVEMENTS PROJECT AT THE COEUR D'ALENE ADVANCED WASTEWATER TREATMENT FACILITY (AWTF)

FOR THE

CITY OF COEUR D'ALENE, IDAHO

SCOPE OF SERVICES, SCHEDULE, AND COMPENSATION

MODIFIED FOR AMENDMENT 01 – NOVEMBER 15, 2021

Introduction - Scope of Services

The Scope of Services is for HDR Engineering, Inc. ("HDR") to provide preliminary engineering design, detailed design and bidding services to the City of Coeur d'Alene, Idaho ("CITY") related to improvements to the solids handling system at the Coeur d'Alene Advanced Wastewater Treatment Facility (AWTF). Currently, the City operates a single centrifuge with a belt filter press as a standby dewatering unit. The improvements will include the replacement of the existing belt filter press with a new dewatering centrifuge, manufacturer control panel and associated polymer and odor control equipment, as well as planning for other Solids Handling Building improvements that may, or may not, be implemented in conjunction with provision of the new dewatering equipment depending upon decision making in the course of project development.

The scope of services identified below is based on the 2019 partial condition assessment of the wastewater treatment plant that was completed as an initial step of the 2018 Wastewater Treatment Facility Plan Update, the 2018 Wastewater Treatment Facility Plan Update, the January 2018 Evaluation of Solids Handling Facilities conducted at the partial condition assessment, and discussions with the City Management and Operations Staff.

The project is further defined as facilities to replace the existing belt press and associated system components with a new high solids dewatering centrifuge system including new emulsion polymer feed from the City's new emulsion polymer feed system. It is anticipated that these facilities will generally include the following:

- Core Project Item - Demolition of the existing belt press, solids feed, and polymer feed in the existing belt press area of the Dewatering Room on the upper level of the Solids Handling Building.
- Core Project Item - Installation of one (1) new City pre-qualified and pre-purchased centrifuge.

- Core Project Item - Installation of new electrical and control equipment in a new conditioned area of the electrical room, or if additional space is needed an extension of the electrical room or use of the existing dry polymer (aging tank) storage room.
- Core Project Item - Connection of exhaust air from the centrifuge and liquid/solids discharges to the existing odor control and ventilation system.
- Core Project Item - Connection of the new dewatering equipment to the existing emulsion polymer feed system.
- Core Project Item – Evaluation of the electrical and structural requirements for the condition when both centrifuges are running simultaneously in parallel.
- Management Reserve Item - Evaluation of additional building space to allow for a larger electrical room on the upper level of the Solids Handling Building and addition of emulsion polymer storage. The building addition and storage facilities will be an additive item to the centrifuge purchase and installation project
- Management Reserve Item – Design of additional odor control collection and treatment to support the Solids Handling Building addition and solids loadout facilities.
- Management Reserve Item - Additional assistance with the procurement of the centrifuge, including coordination with the City and centrifuge manufacturers on equipment testing requirements. Review, scoring, and responding to qualification statements, bench scale testing reports, and bid proposals from centrifuge manufacturers. Held discussions and provided recommendation information for selection of centrifuge equipment.
- Management Reserve Item - Additional services associated with the centrifuge pre-construction services including review City pre-purchased centrifuge mechanical and electrical shop drawings for compliance with the requirements of the procurement documents. Up to 2 resubmittals for each submittal is assumed, distribute reviewed submittals to the City and centrifuge manufacturer, evaluate and respond to up to three (3) RFIs from the centrifuge manufacturer.
- Management Reserve Item - Evaluation of modifications to the existing solids loadout room to include a full enclosure of the loadout facility to enable odor control for this area.
- Management Reserve Item - Evaluation of odor control alternatives for the centrate storage tank and selection of the preferred alternative for potential addition of odor control for the facility.
- Management Reserve Item - Evaluation of the Solids Handling Building odor control facilities alternatives, including the solids loadout and centrate storage, for adding odor control to the new and existing systems at the Solids Handling Building as an additive item to the centrifuge purchase and installation project.

Assumptions

The Scope of Services for design and bidding services is based on the following assumptions:

- The design and bidding services are based on the preparation of one (1) construction pre-qualification package, one (1) centrifuge pre-qualification package, one (1) pre-purchase package for procurement of a single centrifuge via pre-procurement and one (1) construction installation package for removal of the existing belt filter press in the Solids Handling Building upper level and installation of the City-supplied centrifuge system in the same location as the demolished belt filter press.
- The results from the Concepts Development and Evaluation Task Series 300 may result in changes to the scope and fee necessary if the Project scope changes.
- HDR standard AutoDesk CADD format and 6-digit specifications standards will be used for drawings and technical specifications.
- The City's standard Agreement and HDR developed pre-qualification and bidding documents will be utilized for this project. HDR will assist in the development of these documents.
- HDR's Master Specification system will be used for all technical specification sections.
- The centrifuge pre-purchase will be expedited on a fast-track basis immediately following the completion of the Concepts Development and Evaluation Task.
- A preliminary structural analysis of the Solids Handling Building will be completed to determine whether the new centrifuge will require additional structural modifications. A more thorough analysis will be completed as part of the detailed design scope. This scope assumes the detailed analysis will confirm no significant issues will be associated with the installation of the centrifuge.
- A preliminary electrical evaluation will be conducted to determine whether the new centrifuge equipment can be connected to the existing electrical service equipment at the Solids Handling Building. A new Centrifuge switchboard and Control Panel will be added on the upper level either in a new electrical room addition or existing electrical room.
- The new centrifuge equipment will be provided with a vendor-furnished PLC. A new City PLC will not be required. The City's existing SCADA system will communicate to the vendor-furnished PLC via a network connection.

A summary list of the tasks and task descriptions are presented below.

- Task Series 100 – Project Management
- Task Series 200 – Regulatory Liaison, Permits, and Approvals
- Task Series 300 – Concepts Development and Evaluation
- Task Series 400 – Core Project Preliminary and Final Design

- Task Series 500 – Additional Project Elements Preliminary and Final Design (Management Reserve)
- Task Series 600 – Final Contract Documents
- Task Series 700 – Solids Building Improvements and Centrifuge Installation Bidding Administration
- Task Series 800 – Construction Phase Services (Future Task)
- Task Series 900 – Construction Phase Field Services (Future Task)
- Task 1000 – Post Construction and Close-out Services (Future Task)

Task 100 - Project Management

Objective:

Provide project management activities over project duration, including planning, organizing and monitoring project team activities, preparing and monitoring bidding document production standards, attending meetings, budget management, and liaison with City.

ACTIVITY 101.1 TEAM MANAGEMENT AND PROJECT CONTROL

- Budget and invoice management.
- Schedule monitoring and update for project development.
- Resource management and allocation based on project schedules and activities.
- Production coordination.
- Monthly progress report submitted to City with each payment request.

ACTIVITY 101.2 PRODUCTION GUIDE STANDARDS

- Develop Design Memorandum (Project Guide) for HDR personnel to define activities, constraints, guidelines, budgets and procedures.
- Review Project Guide with designated City representatives for comments.
- Maintain Project Guide, distribute and update as activities dictate.

ACTIVITY 101.3 WORKSHOPS

- Workshop 1 will be conducted to:
 - Initiate Project
 - Review scope, summarize project objectives, and define project schedule.
 - Collect data including existing drawings and documents.
 - Review draft Dewatering Technology Confirmation TM (Task 301.2).
 - Review City requirements for redundancy, operational flexibility and construction sequencing.
- Workshop 2 will be conducted to:
 - Facilitate review of design features (Task 301.2).
 - Facilitate monetary and non-monetary discussion for the available manufacturers and centrifuge size (Tasks 301.2 and 301.3).
 - Discuss screening of manufacturers, equipment specifics, performance requirements and procurement options (Task 301.3).

- Review preliminary structural and electrical requirements (Tasks 301.5 and 301.6).
- Review preliminary facility layouts and impacts on existing facilities (Task 301.7).

ACTIVITY 101.4 QUALITY CONTROL

- Conduct team meetings on a regular basis during study and design phases to facilitate communication flow and study/design development.
- Provide independent quality control reviews for each technical memorandum and at 30, and 90 percent completion of design documents.
- Schedule internal audits of the project to confirm compliance with scope and the project quality assurance plans.

City Activities:

City will:

- Provide timely review and processing of monthly progress report and invoices.
- Provide timely review and comment on Project deliverables.
- Coordinate City staff participation and actively participate in Meetings and Workshops.
- Identify and provide relevant prior studies, reports, and drawings prepared by others.
- Provide and make arrangements for facilities to conduct Meetings and Workshops.

HDR Deliverables:

The following deliverable shall be provided:

- Monthly Project status reports and invoices
- Meeting and Workshop agenda and minutes
- Project Guide (Design Procedures Memorandum)

Key Understanding and Assumptions:

The following is understood or assumed:

- Specific deliverable review meetings are included under subsequent task.

Task 200 - Regulatory Liaison, Permits, and Approvals

Objective:

Provide support and assistance to the City in obtaining project permits and approvals.

HDR Activities:

ACTIVITY 201.1 PERMITS AND AGENCY REVIEWS:

- Support the City in obtaining required permits.
- Provide technical information, drawings, and design data necessary for permits.

- Respond to comments and questions from review agencies and incorporate as appropriate.
- Possible permits include:
 - IDEQ Construction.
 - Coeur d’Alene Building Department.

ACTIVITY 201.2 REGULATORY REVIEW OF FINAL DESIGNS.

Following the City’s review and acceptance, perform the following:

- Deliver final design basis, drawings, and specifications to regulatory agencies.
- Respond to regulatory agency comments and questions and incorporate comments as appropriate in final designs.

City’s Activities:

City will:

- Support HDR staff in communicating with the Idaho Department of Environmental Quality (IDEQ).
- Review, sign and submit Permit Applications, and pay all associated fees.
- Identify, prepare, submit, and pay associated fees in connection with required building permits.

HDR Deliverables:

The following deliverables shall be provided:

- Application for Permit to Construct.

Key Understandings and Assumptions:

The following is understood or assumed:

- HDR’s effort is associated only with assistance on the permits specifically identified above.
- Additional permits required by the Contract Documents shall be obtained by the Construction Contractor in accordance with the Contract Documents.

Task 300 - Concepts Development and Evaluation

Objective:

Identify, evaluate and provide recommendations required to establish a firm design approach for the development of contract documents required to meet the goals of the project.

HDR Activities:

ACTIVITY 301.1 SOLIDS BUILDING FUNCTIONAL REVIEW

- Review all Solids Building functional requirements, including the near-term need to replace the aging belt filter press. Consideration will be given to solids dewatering enhancements, as well as planning for the more inclusive aspects of the following:
 - Belt Filter Press Replacement
 - Controls Additions For A New Centrifuge and Other Associated Equipment
 - Polymer System Modifications and Polymer Storage
 - Truck Enclosure Improvements
 - Solids Building Structural and Architectural requirements, including odor control and visual aesthetics
 - Odor Control Revisions Including Possible New Odor Treatment For The Solids Handling Building
 - Centrate Screening Addition
 - Centrate Tank Cover Installation

ACTIVITY 301.2 CONFIRMATION OF DEWATERING CENTRIFUGE DESIGN FEATURES

- Review updated solids projections, updated costs and application of non-monetary criteria to confirm centrifuge design.
- Develop Dewatering Centrifuge Design Features memorandum including recommendations on materials of construction, equipment size, electrical and controls, and required workable space for operation and maintenance. Submit to the City for their review and comment before finalization.

ACTIVITY 301.3 CONFIRMATION OF SIZING OF CENTRIFUGE

- Develop flow projections and solids balance information that considers the projected 10-year solids loadings and flows.
- Develop capital and operations costs for a centrifuge matching the City's existing centrifuge, and also evaluate the installation of a larger unit that will also address the City's growth projection. Provide a brief summary memorandum for discussion and consideration by the City.

ACTIVITY 301.4 PROCUREMENT OF CENTRIFUGE

- Evaluate and compare centrifuge equipment to identify and screen manufacturers, select desired components, features and performance requirements and analyze monetary and non-monetary criteria.
- Provide DRAFT Procurement documents including general conditions and technical specifications for City review and comment before finalization.

ACTIVITY 301.5 PRELIMINARY STRUCTURAL EVALUATION

- Review centrifuge layouts and sizing and consider structural requirements for the existing Solids Handling Building structure. Consider structural configurations that would allow flexibility and performance desired by the City.

- Provide a brief Preliminary Structural Evaluation summary memorandum for City review and comment before finalization.

ACTIVITY 301.6 PRELIMINARY ELECTRICAL EVALUATION

- Review centrifuge electrical requirements and consider the existing Solids Handling Building electrical capacity and determine modifications necessary for support of an additional centrifuge.
- Identify needed requirements for the existing Solids Handling Building electrical system. Consider electrical configurations that would allow flexibility and performance desired by the City and that will minimize dewatering down time for construction.
- Provide a brief Preliminary Electrical Evaluation summary memorandum for City review and comment before finalization.

ACTIVITY 301.7 FACILITY LAYOUTS AND IMPACTS

- Work with City to develop an economical and operator “friendly” layout considering impacts to existing facilities and operations, and one that allows sequenced installation to maintain required dewatering operations during construction.
- Develop a preliminary Sequence of Construction that establishes the constraints and milestones for the Installation Contractor, coordinates with equipment delivery, and accounts for allowable outages planned with Operations Staff.
- Provide hand drawn preliminary layout sketches for City review and comments before finalization.

ACTIVITY 301.8 PREDESIGN REPORT

- Consolidate all technical memoranda into one preliminary design report.
- Meet with City to review recommendations of all technical memoranda.

City’s Activities:

City will:

- Provide timely, organized review comments on deliverables issued for City review
- Coordinate City staff participation.

HDR Deliverables:

The following deliverables shall be provided:

- DRAFT and Final Preliminary Design Report, including the following:
 - Centrifuge Design Features memorandum
 - Centrifuge Selection memorandum

- Preliminary structural evaluation memorandum
- Preliminary electrical evaluation memorandum
- Preliminary equipment layout sketches
- DRAFT Centrifuge procurement documents

Key Understandings and Assumptions:

The following is understood or assumed:

- The City has elected to use centrifuge dewatering technology.
- The City would like to evaluate the installation of a similar sized machine to their existing centrifuge against installation of a larger unit that will meet the City’s full solids loading and solids flow conditions on its own.
- Unless otherwise defined elsewhere, one (1) electronic (.pdf) copy of all deliverables will be submitted to the City.
- TM review meetings with the City to review and finalize comments on each of the deliverables will occur as defined above in Task 101.3 – Workshops.
- The City would like to evaluate Solids Handling Building layouts that also incorporate polymer storage and centrate screening. Evaluation of polymer storage and centrate screening will be completed as part of the preliminary design.
- The City would like to evaluate enclosure options for the solids loadout area and odor control for the solids handling building. Evaluation of odor control will be completed as part of the preliminary design.

Task 400 - Core Project Preliminary and Final Design

Objective:

Production of 30 percent and 90 percent documents for centrifuge installation including modifications to existing facilities where necessary for the centrifuge installation. Installation of added building area to house polymer storage, future centrate screening and mechanical, electrical and odor control additions are not included in this task. Advancement of design documents to ninety percent will be completed in conjunction with Task 500 as determined by the City.

HDR Activities:

ACTIVITY 401.1 DEVELOPMENT OF SOLIDS HANDLING BUILDING PRELIMINARY DESIGN

- Based upon the results of the Task Series 300, prepare a preliminary design that incorporates a recommended design for the Solids Handling Building that includes design of the preliminary recommendations for:

Resolution No. 21-074

- Belt Filter Press Replacement
- Controls Additions For A New Centrifuge and Other Associated Equipment
- Based on results from Task Series 300, prepare a preliminary Process and Instrumentation Diagram (PID) including piping size and configuration and location of key instrumentation elements for the centrifuge system and complete a SCADA summary of operator I/O and alarms for the new centrifuge unit, with provision for a future replacement centrifuge in the future.
 - City review and document finalization.
 - Submit PID to City for review and comment.
 - Conduct in-person review meeting at the City of Coeur d'Alene WWTF Administration Building Conference Room.

ACTIVITY 401.2 DEVELOPMENT OF PRELIMINARY DRAWINGS OF DEWATERING FACILITES

- Based on results from Task Series 300, prepare preliminary design criteria, preliminary dewatering room layout plans and sections derived from modeled layouts, and P&ID and process design criteria drawings to 30 percent.

ACTIVITY 401.3 DEVELOPMENT OF PRELIMINARY SPECIFICATIONS

- A preliminary list of technical specifications will be developed.

ACTIVITY 401.4 DEVELOPMENT OF A PRELIMINARY SEQUENCE OF CONSTRUCTION

- Based upon the results from the Task Series 300 and Task Series 401.1 and 401.2 results, develop a preliminary Sequence of Construction that identifies the Centrifuge Replacement project and other necessary Solids Handling Building Improvements and establishes the constraints and milestones for the Installation Contractor.

ACTIVITY 401.5 DEVELOPMENT OF OPINION OF PROBABLE CONSTRUCTION COST

- Develop Opinion of Probable Construction Cost (Class 4 per AACE Recommended Practice No. 17R-97) based on the preliminary contract drawing and specifications.

ACTIVITY 401.6 – REVIEW OF THIRTY PERCENT DOCUMENTS

- Perform internal QC review of design deliverables.
- HDR will transmit thirty percent documents and its Opinion of Probable Construction Costs to City for review and comment.
- HDR will conduct a telephone conference call with City to discuss and resolve review comments.
- HDR will provide a team of HDR review professionals not associated with the project to review the thirty percent documents. Those review comments will be evaluated with City's comments and incorporated into the design documents as required.

ACTIVITY 401.7 DEVELOPMENT OF NINETY PERCENT DRAWINGS

- Develop drawings to approximately 90 percent complete.

ACTIVITY 401.8 DEVELOPMENT OF NINETY PERCENT CONTRACT TECHNICAL SPECIFICATIONS AND COST ESTIMATE

- Develop preliminary technical specifications of materials, equipment systems, standards and workmanship for the project work as well as certain applicable administrative details to ninety percent complete.
- Develop a 90 percent opinion of probable construction cost estimate update, based upon the initial cost estimate developed in Task 401.5. Incorporate a Contingency Line Item in the ninety percent cost estimate, estimated up to two (2), project Change Orders that include unexpected costs. Set the project contingency at 5 percent of the total estimated probable construction cost.

ACTIVITY 401.9 DOCUMENT REVIEWS

- Perform internal QC reviews by engineering disciplines and address QC comments prior to City submittal.
- Perform operability and constructability review.
- Submit ninety percent documents to City for review and comment.
- Meet with City via telephone conference call to discuss and resolve comments.
- Incorporate City comments into documents.

ACTIVITY 401.10 ADDITIONAL CENTRIFUGE PROCUREMENT SERVICES

- Coordination with the City and centrifuge manufacturers on equipment testing requirements.
- Review, scoring, and responding to qualification statements, bench scale testing reports, and bid proposals from centrifuge manufacturers.
- Held discussions and provided recommendation information for selection of centrifuge equipment.

City's Activities:

City will:

- Provide timely, organized review comments on deliverables issued for City review.

HDR Deliverables:

The following deliverables shall be provided:

- Preliminary PID.
- Preliminary 30 percent drawings, including process design criteria, floor plans and pertinent sections derived from the process model.

- Preliminary specifications list.
- Opinion of Probable Construction Cost based on the 30 percent design documents.
- Design Development Drawings to 90 percent complete.one (1) full size drawing set in .pdf format.
- Preliminary Technical Specifications for Centrifuge Installation, in .pdf format.

Key Understandings and Assumptions:

The following is understood or assumed:

- Unless otherwise defined elsewhere, one (1) computerized file of all deliverables will be submitted to the City.
- Preliminary design drawings will generally consist of the following:
 - Structural discipline: Preliminary major structural elements and structural details.
 - Mechanical discipline: Preliminary routing of ductwork revisions (assuming existing HVAC equipment is sufficient with no modifications anticipated other than for any new spaces.)
 - Process discipline: Preliminary area layouts including equipment orientation and routing of major solids conveyance and piping.
 - Electrical discipline: Preliminary one-line diagram and equipment layouts for the proposed modifications.
 - Instrumentation discipline: Location of major field instrumentation components impacting piping layout, preliminary I/O listing and preliminary communication diagram.
- One 1-hour Project Coordination telephone conference meeting with the City and HDR design personnel per week is scoped for the design team to communicate status and expedite design.
- Opinion of Probable Construction Cost will be developed using Excel software with the format of estimate being broken down by discipline in the 6-digit specification format.
- It is assumed a maximum two-week review period will be required by City to complete its review and comment period for the Preliminary Design. After that period, the HDR design team will meet with the City staff in a single telephone conference meeting to discuss and resolve City comments.

Task 500 - Additional Project Elements Preliminary and Final Design (Management Reserve)

Objective:

Production of 30 percent and 90 percent documents for additional Solids Handling Building modifications identified during Task 300. Installation of added building area to house polymer storage, and mechanical, electrical and odor control additions are included in this task as determined by the evaluation completed in Task Series 300. Advancement of design documents to ninety percent will be completed in conjunction with Task 400 as determined by the City. The scope and fee for these improvements is undefined at this time since the specific improvements resulting from the Task 300 remain to be developed. As a result, the Task 500 scope and fee for services will be updated following Task 300 completion.

HDR Activities:

ACTIVITY 501.1 DEVELOPMENT OF SOLIDS HANDLING BUILDING PRELIMINARY DESIGN ADDITIONS

- Based upon the results of the Task Series 300, include in the preliminary design completed as part of Task 401 the recommended design additions for the Solids Handling Building. The following additions may be included in the design:
 - Polymer System Modifications and Polymer Storage
 - Truck Enclosure Improvements
 - Solids Handling Building architectural features to improve appearance of these facilities from the Centennial Trail.
 - Odor Control Revisions Including Possible New Odor Treatment for The Solids Handling Building and Centrate Storage Tank.
 - New Centrate Storage Pumping
 - Centrate Tank Cover and Mixer Installation

- Based on results from Task Series 300, modify the preliminary Process and Instrumentation Diagrams (PIDs) including piping size and configuration and location of key instrumentation elements for the added items selected by the City.
 - City review and document finalization.
 - Submit PID modifications to City for review and comment.
 - Conduct telephone conference with City to discuss and resolve comments.

ACTIVITY 501.2 DEVELOPMENT OF PRELIMINARY DRAWINGS OF DEWATERING FACILITES

- Based on results from Task Series 300, prepare preliminary design criteria and layout plans and sections for the additions identified.

ACTIVITY 501.3 DEVELOPMENT OF PRELIMINARY SPECIFICATIONS

- The preliminary list of technical specifications will be modified to include the additions selected by the City.

ACTIVITY 501.4 DEVELOPMENT OF A PRELIMINARY SEQUENCE OF CONSTRUCTION

- Based upon the results from the Task Series 300 and Task Series 401.1 and 401.2 results, modify the preliminary Sequence of Construction to also include other selected Solids Handling Building Improvements and establish the constraints and milestones associated with the selected additions for the Installation Contractor.

ACTIVITY 501.5 DEVELOPMENT OF OPINION OF PROBABLE CONSTRUCTION COST

- Modify the Opinion of Probable Construction Cost (Class 4 per AACE Recommended Practice No. 17R-97) to include the selected additions to the contract drawing and specifications.

ACTIVITY 501.6 – REVIEW OF THIRTY PERCENT DOCUMENTS

- Perform internal QC review (using a team of HDR review professionals not associated with the project) to review the thirty percent documents of the additional design deliverables.
- HDR will incorporate internal QC review comments into the 30 percent design documents and the associated Opinion of Probable Construction Costs, and will submit to the City for review and comment.
- HDR will conduct a telephone conference call with City to discuss and resolve review comments. City review comments will be incorporated into the design documents as required.

ACTIVITY 501.7 DEVELOPMENT OF NINETY PERCENT DRAWINGS

- Develop drawings of the selected additional design features to approximately ninety percent complete.

ACTIVITY 501.8 DEVELOPMENT OF NINETY PERCENT CONTRACT TECHNICAL SPECIFICATIONS AND COST ESTIMATE

- Modify the preliminary technical specifications of materials, equipment systems, standards and workmanship for the added project work, as well as associated and applicable administrative details, to 90 percent complete.
- Modify the 90 percent opinion of probable construction cost estimate update that includes the selected additions.

ACTIVITY 501.9 REVIEW OF NINETY-PERCENT DOCUMENTS

- Perform internal QC review (using a team of HDR review professionals not associated with the project) to review the 90 percent documents of the additional design deliverables.

- HDR will incorporate internal QC review comments into the ninety percent design documents and the associated Opinion of Probable Construction Costs, and will submit to the City for review and comment.
- HDR will conduct a telephone conference call with City to discuss and resolve review comments. City review comments will be incorporated into the design documents as required.

ACTIVITY 501.10 CENTRIFUGE PRE-CONSTRUCTION SERVICES

- Review City pre-purchased centrifuge mechanical and electrical shop drawings for compliance with the requirements of the procurement documents. Up to 2 resubmittals for each submittal is assumed.
- Distribute reviewed submittals to the City and centrifuge manufacturer.

Evaluate and respond to up to three (3) RFIs from the centrifuge manufacturer.

Incorporate City comments into documents City’s Activities:

City will:

- Provide timely, organized review comments on deliverables issued for City review.

HDR Deliverables:

The following deliverables shall be provided:

- Preliminary 30 percent drawings of all additional facilities identified, including modified process design criteria, floor plans and pertinent sections derived from the process model.
- Specifications list for additional items identified.
- Opinion of Probable Construction Cost based on the 30 percent design documents for additional items identified.
- Design Development Drawings, to 90 percent complete, of additional items identified.

Key Understandings and Assumptions:

The following is understood or assumed:

- One 1-hour Project Coordination telephone conference meeting with the City and HDR design personnel per week is scoped for the design team to communicate status and expedite design.
- Opinion of Probable Construction Cost will be developed using Excel software with the format of estimate being broken down by discipline in the 6-digit specification format.
- It is assumed a maximum two-week review period will be required by City to complete its review and comment period for the Preliminary Design. After that period, the HDR

design team will meet with the City staff in a single telephone conference meeting to discuss and resolve City comments.

- Redesigns associated with modifications of previously approved technical memorandums and other preliminary design documents are not included in this Scope of Services.
- One Project Coordination meeting is scoped for the design team per week to communicate status and expedite design.
- Unless otherwise defined elsewhere, one electronic (.pdf) file of all deliverables will be submitted to the City.

Task 600 - Final Contract Documents

Objective:

Finalize documents developed in Task Series 400 to final Bidding Documents. This Task includes only those items required for removal of the existing belt filter press and installation of a new dewatering centrifuge and necessary mechanical, electrical and building modifications.

HDR Activities:

ACTIVITY 601.1 DEVELOPMENT OF CONTRACT DRAWINGS

- Develop final drawings to graphically show the scope, extent and character of the work to be performed by the successful bidder.

ACTIVITY 601.2 DEVELOPMENT OF CONTRACT TECHNICAL SPECIFICATIONS

- Develop final technical specifications from ninety percent specifications.

ACTIVITY 601.3 DEVELOPMENT OF FRONT-END DOCUMENTS

- Assist the City in the development of special provisions and modifications to the City's standard bidding and contract documents as appropriate for this project.

ACTIVITY 601.4 DEVELOPMENT OF OPINION OF PROBABLE CONSTRUCTION COST

- Develop final Opinion of Probable Construction Cost (Class 2 per AACE Recommended Practice No. 17R-97) to reflect contract document content, based upon the estimate update in Task 401.8.

ACTIVITY 601.5 DOCUMENT REVIEWS

- Submit bid documents to City for review and comment.
- Meet with City by telephone conference call to discuss and resolve comments.
- Finalize bid documents and issue to regulatory agency per Task Series 200.
- Conduct internal QC of bid documents.

- Incorporate City, regulatory agency and internal HDR QC comments into final bid document packages.

City's Activities:

City will:

- Provide timely, organized review comments on deliverables issued for City review.

HDR Deliverables:

The following deliverables shall be provided:

- Final Contract Drawings, Front-End Documents and Technical Specifications 90 percent complete), one (1) full size drawing set, drawings .pdf file and specifications .pdf file.
- Final Bid Documents, one (1) full size drawing set, drawings .pdf file and specifications .pdf file.
- Final Opinion of Probable Construction Cost.

Key Understandings and Assumptions:

The following is understood or assumed:

- It is assumed a maximum two-week review period will be required by City to complete its review and comment period. After that period, the HDR design team will meet with the City staff in a single telephone conference call meeting to discuss and resolve City comments.
- HDR's internal review will be conducted by a team of HDR's professional engineers and architects not directly associated with the Project.
- Redesigns associated with modifications of previously approved technical memorandums and other preliminary design documents are not included in this Scope of Services.
- One Project Coordination meeting is scoped for the design team per week to communicate status and expedite design.
- City's legal staff and purchasing will be involved with review and finalization of front-end documents.
- The City's contract documents will be used as a basis for development for the front-end documents with development of supplemental and/or special conditions by HDR with City input.
- Unless otherwise defined elsewhere, one (1) hard copy and one (1) computerized file of all deliverables will be submitted to the City.

Task 700 - Solids Handling Building Improvements and Centrifuge Installation Bidding Administration

Objective:

Provide technical assistance to City in pre-qualification of general contractors, obtaining and evaluating bids, and awarding the contract for the Final Contract Documents defined in Task Series 600.

HDR Activities:

ACTIVITY 701.1 INSTALLATION CONTRACTOR PRE-QUALIFICATION

- Develop contractor pre-qualification specifications using the City's standard pre-qualification specifications.
- Assist the City in the City's advertisement for contractor pre-qualification.
- Provide interpretations and answer questions City concerning the pre-qualification documents as requested by the City.
- Assist the City in the evaluation of pre-qualification submittals and development of the pre-qualified contractors list.

ACTIVITY 701.2 INTERPRETATIONS AND PRE-BID CONFERENCE

- Provide interpretations and answer bidders' questions concerning the bidding documents as requested by the City.
- Develop addenda as appropriate to interpret, clarify or expand the bidding documents in response to bidders' questions.
- Prepare Pre-Bid Meeting Agenda, conduct meeting, address technical issues, record notes and prepare and submit minutes to the City.

ACTIVITY 701.3 BID EVALUATION AND RECOMMENDATION OF AWARD

- Assist the City with the review and evaluation of submitted Bid Forms and associated documentation in relation to requirements of bidding documents.
- Provide written recommendation of award based on review.

City's Activities:

City will:

- Provide timely, organized review comments on deliverables issued for City review.
- Receive pre-qualification proposals through the City's bidding system.
- Receive bid proposals through the City's bidding system.
- Provide final selection of accepted proposal.

- Obtain additional information required for bid evaluation that is not included at time of bid form submission.
- Secure executed contracts and required bonds and insurance certificates from selected bidder.

HDR Deliverables:

The following deliverables shall be provided:

- Contractor pre-qualification proposal review comments
- Pre-Bid Meeting agenda and notes
- Addenda, for distribution by the City
- Written evaluation and recommendation for award of bid.

Key Understandings and Assumptions:

The following is understood or assumed:

- HDR’s Project Manager will attend the Pre-bid Conference.
- HDR’s bid evaluation will be limited to information presented by the bidders at the time of the bid opening.

Task 800 - Construction Phase Office Services (Future Task)

ACTIVITY 801.1 SUBMITTALS REVIEW AND PROCESSING – CENTRIFUGE

- Review City Pre-purchase centrifuge shop drawings and operation and maintenance manuals for compliance with the requirements of the contract documents. Up to 20 separate shop drawings are estimated to be reviewed, at an estimated 4 hours for each shop drawing including technical review and processing.
- Log, mark and distribute transmittals to City and manufacturer.
- Distribute approved submittals to the Contractor.
- Maintain log of submitted transmittals to monitor the progress and status of approvals.

ACTIVITY 801.2 CENTRIFUGE MANUFACTURERS PROGRESS ESTIMATE

- Review and process applications by the centrifuge manufacturer for progress payments, prior to assignment to contractor after award of construction contract, submitted based upon manufacturer contract terms. Make recommendations to the City for acceptance.

ACTIVITY 801.3 PRECONSTRUCTION MEETING

- Prepare agenda and conduct pre-construction conference to discuss and establish project procedures. Prepare meeting minutes and distribute to attendees.

ACTIVITY 801.4 SUBMITTALS REVIEW AND PROCESSING - CONTRACTOR

- Review shop drawings for compliance with the requirements of the contract documents.

- Log, mark and distribute transmittals to City and contractor.
- Maintain log of submitted transmittals to monitor the progress and status of submittals.
- Review the following miscellaneous submittals required by the contract documents and provide comments to City.
 - Initial construction schedule.
 - Concrete and other test reports.
 - Schedule of values.

ACTIVITY 801.5 CONTRACTOR'S PROGRESS ESTIMATE

- Review and process applications by the contractor for progress payments submitted on a monthly basis consistent with the City's procedures. Three (3) originals are required each attached to an AIA pay request form or other approved format.
- Ensure certified payroll reports are submitted by Contractor to HDR (If required) and forwarded to City with Contractor pay applications.
- Make recommendations to the City for acceptance and transmit to the City for processing.

ACTIVITY 801.6 PROJECT MEETINGS

- Project Manager to conduct up to six (6) two-hour progress (monthly / bimonthly as necessary) meetings at the project site or City's office during construction. Review project progress, resolve any current problems and identify future issues for resolution.
- Prepare agenda and meeting minutes and distribute to attendees.

ACTIVITY 801.7 CONSULTATION AND SITE VISITS (DESIGNERS)

- Consult on design and design modifications and contract non-performance issues.
- Provide interpretations and clarifications of the construction documents during construction.
- Conduct up three (3) periodic visits by designers, with up to three design technical leads for a maximum of 4 hours and the design team site representative for a maximum of 4 hours.

ACTIVITY 801.8 ADMINISTER REQUESTS FOR INFORMATION (RFIS)

- Receive, log and distribute RFIs to appropriate design team members.
- Evaluate and respond to RFIs. It is assumed for this scope of services, up to 20 RFIs will be reviewed, at approximately 1 hour for each RFI response.
- Log design team responses and distribute responses to Contractor and City.

ACTIVITY 801.9 ADMINISTER CHANGED WORK

- Initiate or receive, log, distribute and track changes.
- Technical processing of Requests for Substitution:
 - Review substitution requests and assist in negotiating cost or time changes associated with substitutions.
- Technical Processing of Field Orders (FOs):
 - Evaluate Project to determine when FOs are required. Prepare FOs where appropriate.

- Technical Processing of Change Proposal Requests (CPRs):
 - Evaluate Project to determine when CPRs are required. Prepare CPR where appropriate.
 - Evaluate CPR pricing and time when CPRs are returned from contractor.
 - Assist in negotiations with contractor as required and make final recommendations to City.
- Processing Change Orders (COs):
 - Prepare change orders and forward to the City.
- Maintain log of submitted transmittals to monitor the progress and status of approvals.

ACTIVITY 801.10 PROJECT MANAGEMENT

- Project Management activities listed to be provided during completion of Task Series 800 and 900.
- Provide project monitoring and reporting.
- Provide resource management and allocation based on project schedules and activities.
- Provide budget and invoice management.
- Provide coordination with City.

Key Understandings and Assumptions:

The following is understood or assumed:

- Construction contract activities will begin in early 2021 and construction will be finally complete by July 31, 2021. HDR will utilize its Project Tracker software to log and track Contractor submittals.
- It is assumed that the cost of reviewing Contractor’s initial shop drawing submittals and one resubmittal are included in this scope. The review costs associated with any subsequent resubmittals will be paid for by the Contractor.
- City staff will determine compliance with prevailing wage requirements, check pay rates against schedules, conduct contractor employee interviews and maintain compliance reports.
- The City will provide the necessary contract coordination for assignment of the centrifuge manufacturer’s contract to the Contractor. HDR will assist the City with the assignment process.
- HDR will provide the services of a sub-consultant to provide the Special Inspection Services as required by the Contract Documents.

Task 900 - Construction Phase Field Services (Future Task)

ACTIVITY 901.1 RESIDENT SERVICES

- Relay written and/or verbal communications between the Engineer and the contractor.
- Inform the Engineer and City of construction activities and issues on a timely basis.
- Report to the Engineer whenever work appears to be unsatisfactory, faulty or defective, has been damaged or does not conform to the contract documents.

- Maintain orderly files of project meetings, shop drawings, contract documents, addenda, work directives, change order and progress estimates.
- Review and reconcile progress estimates with contractor in the field and coordinate with Engineer to determine payment amount.
- Assist Engineer in preparing punch list when project reaches substantial completion.
- Coordinate materials testing and review results to determine contractor compliance with the requirements of the contract documents.
- Provide weekly construction report to the City.
- Provide observation of Pre-Demonstration and Demonstration periods.

Key Understandings and Assumptions:

The following is understood or assumed:

- HDR will provide one project representative (RPR) to provide approximately half- time (up to 500 hours) observation during an approximate 5-month period from Notice to Proceed, assuming March 15, 2021, to Final Completion, assuming July 31, 2021.

Task 1000 - Post Construction and Close-Out Services (Future Task)

ACTIVITY 1001.1 SUBSTANTIAL COMPLETION AND FINAL INSPECTION

- Conduct substantial completion inspection and prepare a report (punchlist) covering observed discrepancies, deficiencies and omissions in the work performed by the contractor.
- Prepare certification of substantial completion when contractor has completed work in substantial compliance with the contract documents.
- Make recommendation regarding retainage to the City.
- Conduct a final inspection of the project upon correction of deficiencies.
- Assist in preparation of close-out documents and make recommendation for final payment.

ACTIVITY 1001.2 SOLIDS HANDLING IMPROVEMENTS O&M MANUAL – HARD COPY

- Provide one (1) electronic copy of the Electronic Operations Manual for the systems modified and/or constructed as part of the Solids Handling Improvements project. This manual insert will be added to the City’s existing electronic Operations and Maintenance Manual and will address the overall operation for the new facilities to supplement the individual equipment O&M manuals furnished by manufacturers and suppliers.
- The Operations Manual will include the following, as a minimum:
 - General description, flow schematic and design parameters for the new and modified facilities, including the centrifuge and polymer systems and associated electrical and control systems.
 - Detailed descriptions and design parameters for the new and modified facilities.

- Descriptions of control and normal and alternate operations of the new and modified facilities.

ACTIVITY 1001.3 START-UP ASSISTANCE

- Assist in process decisions associated with start-up of new and modified solids handling facility equipment, processes and systems.
- Review and assist the Contractor in coordinating and executing City staff training on Project systems as required by the contract documents.
- Assist the contractor in startup of new facilities by providing technical input from which he can make decisions for system startup, testing and demonstration.
- Monitor assembly and delivery of Operation and Maintenance Manuals required by the contract documents.
- Provide up to 16 hours of on-site start-up and training assistance near the completion of the construction project, including the demonstration of successful centrifuge cake production for at least 3 consecutive hours. This service will be in addition to manufacturer's start-up and training which will be required in construction contract documents.
- Provide an 11-month site walk-through with the City and one representative of HDR to evaluate the equipment installation's compliance with the one-year warranty period. Complete a brief consultant and City reflection on the project, and develop a bullet list of lessons learned for the project. Submit the lessons learned summary to the City.

ACTIVITY 1001.4 AS-RECORDED DRAWINGS

- Prepare record drawings showing changes made during the construction process. Drawings are based on mark-ups, drawings and other data furnished by the contractor.
- Provide the City one (1) set of record drawings and an electronic file in AutoCAD format.

ACTIVITY 1001.5 PROJECT MANAGEMENT

Project Management activities listed to be provided during completion of Task Series 400.

- Provide project monitoring and reporting.
- Provide resource management and allocation based on project schedules and activities.
- Provide budget and invoice management.
- Provide coordination with City.

Key Understandings and Assumptions:

Activities covered by this Task Series will be completed in approximately two (2) months after contractor notice of Substantial Completion.

- Substantial and final inspections will include the HDR Project Manager and up to one person from each design discipline, but not more than three (3) people total. Only one of each inspection is anticipated. Additional inspections will be at the expense of the Contractor.

- Contractor will furnish final equipment O&M manuals, provide associated equipment training to City’s staff, and successfully complete performance and demonstration testing.

PROJECT SCHEDULE

The proposed project schedule is summarized in the Table below.

Project Task	Estimated Schedule
Design Development (30% & 90%)	11/16/21-1/29/22
Final Contract Documents (100%)	1/29/22-2/28/22
Bidding	03/15/22-04/28/22
Executed Construction Contracts	05/14/22, estimated
Installation Construction	05/14/22-09/15/22, estimated

COMPENSATION

Project Task/Activity	Description	Fee
Task 500	Additional Project Elements Preliminary and Final Design (Management Reserve) ¹	\$65,057.00
Activities 501.1 – 501.9	Design, OPCC, and Reviews	\$47,536.00
Activity 501.10	Centrifuge Pre-construction Services	\$4,500.00
Amendment Total		\$117,093.00

1. This amount is in addition to the existing \$65,057.00 under Task 500 - Management Reserve not included within original PSA.

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

DATE: DECEMBER 13, 2021

FROM: KYLE MARINE, ASSISTANT DIRECTOR

**SUBJECT: AWARD OF BID FOR PURCHASE OF A 750 KW GENERATOR FROM
WESTERN STATES CAT**

DECISION POINT: Should City Council authorize the Purchase of a 750 KW Generator from Western States CAT using an approved government purchasing program known as Sourcewell.

HISTORY: The Atlas Well was drilled in 1971 to 350' deep. It has a tested production capacity of 6000 gallons per minute (GPM). The production well is 20" in diameter and cased or screened to the bottom. The estimated production rate will consistently produce a rate of approximately 4000 gpm for the City's High Zone and is currently getting set up to feed the low zone as needed making this well more critical for summer peak demands. Per requirements from the Idaho Department of Environmental Quality (DEQ), the Water Department is required to provide auxiliary power at our top 3 producing wells in each zone along with all new pump stations per IDAPA 58.01.08 for public water system design criteria. It also is a requirement for backup power so that it can operate as a standalone system if needed.

FINANCIAL ANALYSIS: The Water Department has budgeted \$200,000.00 in this fiscal year's budget for Backup Power for the wells. Staff proposes to use the approved government purchasing program, Sourcewell, that has completed the competitive bid process. The bid price for the proposed 750 KW generator is \$176,767.00.

PERFORMANCE ANALYSIS: The proposed generator is sized to adequately run the 600-horsepower pump motor and related equipment at the Atlas Well. The generator is diesel powered with a self-contained double wall; sub-frame mounted fuel tank capable of running the generator at full load for a minimum of eight (8) hours as required by IDAPA 58.01.08 design criteria. The generator will have a sound attenuated enclosure to protect it from the elements and keep a decibel reading of 75 dba @ 23 feet. It will sit on a concrete pad on the south side of the building just inside the fence. The control features of the generator will be equipped with a manual transfer switch to switch from the power provider to the generator as needed in an emergency.

REQUESTED ACTION: City Council should approve the purchase of a 750 KW generator for the new Atlas Well from Western States CAT for \$176,767.00, using the Sourcewell member pricing.



Proposal

Project: Atlas Well 750kW

Date: 12/08/2021

Quote: 30987270

Attn: Kyle Marine

Valid: 30 days

From: Brant Briody

Generator Set:

Manufacturer: Caterpillar **Model:** C18 **KW:** 750 **Rating:** Standby **Fuel:** Diesel **Voltage:** 277/480 3 ph 4 wire **Frequency:** 60 hz
UL2200 Listed: Yes **Misc Items:**

Controls:

Control Panel: EMCP 4.2B **Speed Control:** Electronic Isochronous **Remote Alarm Panel:** None **Alarm Panel Mounting:** Not Applicable
Remote Emergency Stop: 1 - Shipped Loose **Remote Communications:** Modbus RS-485 **Misc Items:**

Accessory Systems:

Coolant Heater: Yes 208/240 vac **Battery Heater:** None **Alternator Heater:** None **Battery Charger:** 10 amp NFPA110 **Battery System:** Wet Battery, Rack and Cables 24 vdc
Misc Items:

Alternator / Breaker:

Excitation System: AREP Brushless **Voltage Regulator:** Cat IVR **Ground Fault:** GFI Alarm **Circuit Breaker # 1:** 1200A LS/I, 100% rated, adjustable trip
Misc Items:

Packaging:

Enclosure: Sound Attenuated **Sound Level:** 75 dBA @ 23' **Fuel Tank:** Integral UL142 24 hour, 1367 gallon **Fuel Tank Type:** Double Wall UL142
Exhaust System: Interior Mounted **Enclosure Color:** White **Electrical Package:** 125 Amp Load Center **Misc Items:** Includes CAT PLG641 cellular modem. Connection is optional but hardware is provided

Total price for above package \$176,767

Included:

Startup: PS-Specialist
Maintenance Program: Available
Spare parts kit: No
Warranty Genset: 60 month platinum
Warranty ATS: N/A

Freight: Included to first destination
Site Load test: 100% available building load
Factory Test: 100% load
Owner training: Yes

Not included:

Installation
Taxes / Permits of any kind / Any engineering
Coordination Studies
Any fuel or fuel piping

Offloading at jobsite
Anchors and anchor calculations
Third party testing

Notes and clarifications:

- Quoted specifically for City of Coeur d’Alene Idaho via Caterpillar’s Sourcewell Contract
 - CAT’s contract number is 120617-CAT
 - City of CDA’s membership number is 68749

Terms:

100% of payment is required prior to startup and testing on the jobsite.
 Payment terms are in accordance with WSECO Standard terms upon approved account.
 No retainer is allowed unless specifically agreed to in writing prior to order placement.
 Cancellation charges minimum of 25% once released. No return on manual transfer switches.
 No Liquidated Damages of any type, unless specifically agreed to in writing prior to order.

Thank you for the opportunity to quote quality Caterpillar products and services. Please let me know how we can be of assistance.

Sincerely,

Accepted By:

Brant Briody
 Power System Sales
 Spokane: 509-535-1744
 Missoula: 406-721-4050
 Kalispell: 406-752-3030
 Pasco: 509-547-9541
 Lewiston: 208-746-3301

 Signature:

 Printed Name:

 Company:

1. **METHODS OF ACCEPTANCE and TERMS OF AGREEMENT:** This Machine Sales Order ("MSO") is an offer for the sale of the equipment and attachments described on the face hereof (referred to herein generally as "equipment" and "goods" interchangeably) to Customer under the terms and conditions specified herein. This offer may be accepted by (1) the execution of this MSO by a representative of Customer or (2) Customer's verbal or written authorization or conduct consistent with prior course of dealing between the parts authorizing WSECO to take action to fulfill this order, or (3) the commencement of manufacture or shipment of the goods or services specified in this Order, whichever of the foregoing first occurs. **Acceptance of this offer is limited to the express terms stated in this Order.** Any proposal in Buyer's acceptance for additional or different terms or any attempt by Customer to vary in any degree any of the terms or any attempt by Customer to vary in any degree any of the terms of this offer is objected to and hereby rejected, but such proposals shall not operate as a rejection of this offer, unless such variances are in the terms of the description, quantity, price or delivery schedule of the goods or services, but shall be deemed a material alteration of this Order and this offer shall be deemed accepted by Seller without said additional or different terms. Once accepted, this Order shall constitute the entire agreement between WSECO and Customer with regard to the good and services specified in this Order, and exclusively determines the rights and obligations of the parties, prior course of dealing, customer, usage of trade or course of performance notwithstanding. WSECO is not bound by any representation or agreements, express or implied, oral or otherwise, which are not stated within this agreement or contained in a separate writing supplementing this agreement and signed by authorized agents of both WSECO and Customer.
2. **TIME OF DELIVERY and SHIPPING.** Orders for equipment are processed in the order of their acceptance by WSECO and WSECO will use its reasonable efforts to deliver the equipment to You on the scheduled delivery date on the face hereof. However, shipping and delivery dates are acknowledged to be estimates only and dependent upon many factors outside of WSECO's control including, but not limited to, the manufacturer's production schedule, material and labor shortages, shipping delays and various other unrelated factors. WSECO is not liable for delays or damages caused by delays in delivery or shipment of the equipment, unless stated on the face of this order to the contrary. You are responsible for all freight, shipping, loading and unloading costs.
3. To secure Customer's obligations under this agreement and to secure all of Customer's present or future debts, obligations or liabilities of whatever nature to WSECO, Customer grants to WSECO a security interest in the goods described on the reverse side hereof, together with any attachments or accessions thereto and proceeds from the sale or lease thereof. Customer agrees to deliver to WSECO, properly executed, any certificate of title or other document or instrument required by WSECO to perfect WSECO's security interest as created in this paragraph. Customer also authorizes WSECO to file financing statement(s) with respect to the security interest granted herein.

4. Risk of loss of the goods shall pass to Customer as soon as the goods are properly loaded on the carrier. WSECO's responsibility for shipment ceases upon delivery of the goods to a transportation company. Customer shall carry such fire and other insurance as necessary to protect its interest and the interest of WSECO. Any claim by Customer for shortage in shipment shall be made within fifteen (15) days after receipt of the shipment. It is specifically agreed that the risk of loss shall not be altered by the fact that the conduct of either party hereto may constitute a default or breach. The shortage in shipment notice must be in writing within fifteen (15) days and further, short age in shipment is not deemed to constitute a nonconformity.
5. Any notices pertaining to rejection or claims of nonconformity must be made in writing specifying in detail Customer's objections and such notices must be delivered within ten (10) days after delivery of the goods. It is agreed that in the event of rejection, Customer may in no event resell the goods, even in the absence of instructions from WSECO, and Customer will store the goods or reship the goods to WSECO. Should Customer sell the goods, such sale shall be deemed an unequivocal acceptance of the goods. If Customer accepts goods tendered under this agreement, such acceptance shall be final and irrevocable; no attempted revocation shall have any effect whatsoever.
6. No right or interest in this agreement shall be assigned by Customer without the written permission of WSECO, and no delegation of any obligation owed or of the performance of any obligation by Customer shall be made without written permission of WSECO. Any attempted assignment or delegation by Customer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
7. WSECO shall have all rights and remedies provided in the Uniform Commercial Code and in any other documents executed in connection with this agreement. Customer agrees to pay all costs incurred by WSECO in enforcing this agreement or any of its provisions, including without limitation reasonable attorney's fees and costs and all costs of reclaiming the goods, whether or not legal action is commenced. In the event the goods are reclaimed, Customer agrees that WSECO may bid on the goods and that a commercially reasonable price for said reclaimed goods, at a public sale, may be determined by WSECO based upon current national auction values, market trends relating to supply and demand, and related factors, for goods of similar type and condition.
8. **CANCELLATION/TERMINATION:** This Order may be canceled by Customer only with WSECO's written consent and then only upon such terms as will protect Seller from any loss. This Order may be cancelled by WSECO in the event of any default by Customer or in the event Customer fails, upon WSECO's request, to provide reasonable assurances of future performance.
9. **PERMISSIBLE VARIATIONS:** All goods shall be subject to the standard manufacturing and commercial variation and practices of the Manufacturer of the goods or of WSECO. In the event of shipment of non-conforming goods, WSECO shall be given a reasonable opportunity to replace the goods with those which conform to this order.
10. **FORCE MAJEURE:** (a) WSECO shall not be responsible or liable for any delay or failure to delivery any or all of the goods and/or performance of the services if such delay or failure is caused by any act of God, fire, flood, inclement weather, explosion, war, insurrection, riot, embargo, statute, ordinance, regulation or order of any government or agent thereof, shortage of labor, material, fuel, supplies or transportation, strike or other labor dispute, or any other cause, contingency, occurrence or circumstance of any nature, whether or not similar to those herein before specified beyond WSECO's control, which prevents, hinders or interferes with manufacture, assembly, or delivery of the goods or performance of the services. Any such cause, contingency, occurrence or circumstances shall release WSECO from performance of its obligations hereunder.
11. **VENUE:** Venue for any disputes between the parties will be in Ada County, Idaho and in state court for legal proceedings. Purchaser waives right to remove any legal action from the court originally acquiring jurisdiction.

OTHER BUSINESS

**CITY COUNCIL
STAFF REPORT**

DATE: December 21, 2021

FROM: Hilary Anderson, Community Planning Director

SUBJECT: Historic Preservation Plan – Request for Adoption by City Council

DECISION POINT:

Should the City Council adopt the City of Coeur d’Alene Historic Preservation Plan, dated December 2021?

HISTORY:

The City of Coeur d’Alene began a historic preservation program in 2019 when the City Council adopted the Historic Preservation Code and formed a Historic Preservation Commission. The City Council also directed staff to apply to become a Certified Local Government and apply for Certified Local Government (CLG) grant funds in 2019 for the preparation of a citywide historic preservation plan and historic preservation training. The City became a CLG community on December 13, 2019 and was awarded FY 20 CLG grant funds.

The City of Coeur d’Alene hired Northwest Vernacular (NWV) in November 2020. The consultants, Katie Pratt and Spencer Howard, began their work by collecting relevant GIS data from the City of Coeur d’Alene, Kootenai County, the Federal Emergency Management Agency (FEMA), and the Idaho State Historic Preservation Office (SHPO) to review development patterns, listed resources, and previous historic resource inventory efforts. They then reviewed the city’s historic preservation program, relevant ordinances, and associated planning documents. NWV prepared a SWOT (strengths, weaknesses, opportunities, and threats) analysis to assess current historic preservation practices and to inform recommendations in the plan. They also briefly summarized the city’s history from previously published sources—organizing it within development periods—and identified architectural trends in the city.

The commission and consultants conducted the initial community outreach meeting on January 14, 2021. This public meeting was conducted virtually via Zoom due to the COVID-19 pandemic and utilized online polls to collect attendee comments.

NWV initiated a community survey, created with the online survey tool SurveyMonkey, to understand the community’s perception of historic preservation in Coeur d’Alene. The survey remained open from January 11, 2021, to January 31, 2021 and received 244 responses. The survey and an analysis of the responses are included in Appendix A. A “Frequently Asked Questions” one-sheet was included with the city’s email and Facebook distribution of the survey. NWV, in consultation with City of Coeur d’Alene staff and the Historic Preservation Commission (HPC), developed a list of key stakeholders and conducted individual phone and/or email interviews in March and April of 2021 with those individuals.

NWV prepared a draft Historic Preservation Plan that was unique to Coeur d’Alene and based on community and stakeholder input, that complied with all of the State Historic Preservation Office and National Park Service (CLG grant requirements).

NWV submitted an initial draft for HPC review in February 2021. After conducting the stakeholder interviews and reviewing the community survey results, NWV incorporated the edits received from the HPC and drafted goals, policies, and proposals for the historic preservation plan. NWV submitted the second draft to the City and HPC for review, who forwarded it on to the SHPO for review. NWV completed SHPO, City, and HPC edits and conducted a final public meeting on August 24, 2021, via Zoom.

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. The Action Plan has ongoing action items, Short-term action items (2022-2027), Mid-term action items (2028-2032), and Long-term action items (2022-2037).

Katie Pratt, NWV, attended the November 16, 2021 City Council meeting where she presented the draft Historic Preservation Plan, answered questions, and received feedback for final changes to the document. Based on the final feedback, the Historic Preservation Plan has been updated (see Performance Analysis below).

FINANCIAL ANALYSIS:

The City applied for and was awarded \$15,000 in CLG grant funds by SHPO for the Historic Preservation Plan. The City's cash match requirement was \$1,000 for the consultant fees and \$500 for printing, in addition to an equivalent match of volunteer (in-kind) and staff time totaling \$13,500. The total grant agreement was for \$30,000, representing a one-to-one match. Staff, the nine commissioners and Council Liaison Kiki Miller were able to satisfy the required match with time totaling approximately 421 hours (equivalent to \$14,582) and the City's cash match to meet the grant requirement.

The agreement with NWV was not to exceed \$16,000. To date, NWV has invoiced the City for \$15,378.25, including the final invoice. SHPO has already reimbursed the City \$14,328 for the project, per the CLG grant agreement. The City's total expenses for the Historic Preservation Plan are within the anticipated expenditures for the project. The CLG grant has been closed out.

PERFORMANCE ANALYSIS:

NWV made changes to the draft Historic Preservation Plan based on feedback from City staff, the HPC, and most recently City Council comments at the November 16th meeting and follow-up correspondence from a few Councilmembers.

The following changes have been incorporated into the final draft of the plan, dated December 2021 (available for review at this [link](#)):

- Added the requested "Coeur Housing (proposed infill and missing middle housing code) as a mechanism to support compatible infill, neighborhood character retention, and density supporting local businesses" language in SWOT under "Opportunity" on page 14 to clarify it is also a potential weakness, and references to recommendations in policies 3.5.3-a, 3.5.3-d and 3.5.3-e.
- Capitalized both "Black" and "White" in the statement RE: tourists on page 34.
- Added language on pages 64/65 to evaluate the existing standards for infill overlay districts for compatibility with historic neighborhoods.

- Added more detail about Coeur Housing Code on pages 64/65 to note that considerations need to be made about quantifying neighborhood character relative to historic development patterns.
- Removed “social justice” in Policy 2B on pages 74/75.
- Added an additional proposal and Action Item under Policy 4B related to encouraging more artwork in the City interpreting history in coordination with the City’s Arts Commission, Museum of North Idaho and Coeur d’Alene Tribe on page 80.
- Clarified the language on page 92 RE: infill and landmark. Removed the recommendation for providing a definition of landmark. Later in the document where National Register property is defined, provided sample definitions for Landmark and Landmark District if the city chooses to adopt a local register.
- Cleaned up the language under 3.5.3-c on page 92 to specify the reference to the Infill Standards document and link to it.
- Added an Action Item stating, “Evaluate the benefit of creating historic overlay districts or different standards and protections for historic districts or neighborhoods with the Historic Preservation Commission and Planning Commission” on page 102 under Short Term actions.

Throughout the process, NWV coordinated with City staff, the HPC, and SHPO to ensure that the plan was meeting all requirements and timelines. SHPO was provided with draft and final copies of the plan for review in advance of the submittal deadlines for the CLG grant. The City and NWV met all CLG grant reporting requirements. The FY 20 CLG grant has been closed out and the City has been reimbursed as noted above under Financial Analysis. SHPO has accepted the plan, recognizing that the City Council may have additional changes. Once the City Council has adopted the final plan, a copy will be submitted to SHPO for their files.

DECISION POINT/RECOMMENDATION:

The City Council should adopt the City of Coeur d’Alene Historic Preservation Plan, dated December 2021.

RESOLUTION NO. 21-075

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO
ADOPTING THE HISTORIC PRESERVATION PLAN.

WHEREAS, the City began a historic preservation program in 2019 when the City Council adopted the Historic Preservation Code and formed a Historic Preservation Commission; and

WHEREAS, the Coeur d'Alene Planning Department has worked with Northwest Vernacular (NWV), the Historic Preservation Commission, and members of the community to develop a Historic Preservation Plan that meets with the community's needs, a copy of which is attached hereto as Exhibit "A" and by reference made a part hereof; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to adopt the Historic Preservation Plan;

NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the Historic Preservation Plan, in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference be and is hereby adopted.

DATED this 21st day of December, 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 EVANS Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER ENGLISH Voted

_____ was absent. Motion _____.

The Historic Preservation Plan can be accessed at...

[https://www.cdaid.org/files/Planning/Historic Preservation Plan_Dec_2021_for Council Adoption.pdf](https://www.cdaid.org/files/Planning/Historic%20Preservation%20Plan_Dec_2021_for_Council%20Adoption.pdf)

**CITY COUNCIL
STAFF REPORT**

DATE: December 21, 2021

FROM: Mike Behary, Associate Planner

RE: Annexation Agreement and Ordinance for Dodge Heritage LLC
(A-1-21)

DECISION POINT:

Approve the annexation agreement with Dodge Heritage LLC and the annexation ordinance for the 21.6 acre parcel located at the northeast intersection of Highway 95 and Wilbur Avenue to finalize the annexation with R-17 and C-17 zoning pursuant to action on March 16, 2021.

HISTORY:

At the Council meeting held March 16, 2021 the Council approved the annexation of the Dodge Heritage LLC property (A-1-21).

Council Member: Gookin	Voted No
Council Member: English	Voted Yes
Council Member: Evans	Voted Yes
Council Member: McEvers	Voted Yes
Council Member: Wood	Voted Yes
Council Member: Miller	Voted Yes

Motion to approve carried by a 5 to 1 vote.

The reason for the delay of this annexation agreement coming to City Council for approval was because of a request by Lakes Highway District and the applicant for the City to annex in the adjacent rights-of-way of Aqua Avenue and Government Way that is within the city's ACI and also to address a Dalton Gardens sewer fee with the applicant as part of the annexation agreement. The applicant has paid the required Dalton Gardens sewer fee with the annexation agreement and the City has initiated the annexation of the public road rights-of-way.

BACKGROUND INFORMATION:

The subject property is currently vacant and located in the unincorporated area of the county. The subject site is adjacent to the city limits on the west and south side of the subject site. The property is currently zoned Agriculture, Light Industrial and Commercial, all in Kootenai County. The subject site is located within the City's Area of City Impact (ACI).

The applicant is proposing two zoning districts as part of this annexation request, the R-17 and C-17 zoning districts. Approximately 5.4 acres is proposed to be C-17 that will allow for commercial and retail uses located in the southwest part of the subject site that is adjacent to the intersection of Wilbur and US-95. The remainder of the property, approximately 16.2 acres is proposed to be R-17.

The applicant has indicated that the R-17 zone portion of this site will allow for a future multi-family development that could allow opportunities for additional affordable workforce housing. The applicant is

proposing three access points to the subject site, one access off of Wilbur Avenue, one off of Government Way, and one off of Aqua Avenue.

AERIAL MAP:



PROPOSED ZONING MAP:



DECISION POINT:

To approve the annexation agreement with Dodge Heritage LLC and the annexation ordinance for the 21.6 acre parcel located at the northeast intersection of Highway 95 and Wilbur Avenue to finalize the annexation with R-17 and C-17 zoning pursuant to action on March 16, 2021.

RESOLUTION NO. 21-076

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN ANNEXATION AGREEMENT WITH J.B. DODGE COMPANY, LLC. FOR PROPERTY LOCATED IMMEDIATELY NORTHEAST OF THE INTERSECTION OF HIGHWAY 95 AND WILBUR AVENUE.

WHEREAS, an annexation agreement has been negotiated between the City of Coeur d'Alene and J.B. Dodge Company, LLC., pursuant to the terms and conditions set forth in said agreement, a copy of which is attached hereto as Exhibit "1" and by this reference made a part hereof; and

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

BE IT RESOLVED, that the City enter into an annexation agreement with J.B. Dodge Company, LLC., in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 21st day of December, 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 MCEVERS	Voted
COUNCIL MEMBER GOOKIN	Voted
COUNCIL MEMBER ENGLISH	Voted
COUNCIL MEMBER MILLER	Voted
COUNCIL MEMBER WOOD	Voted

_____ was absent. Motion _____.

ANNEXATION AGREEMENT

A-1-21

THIS AGREEMENT is made and dated this 21st day of December, 2021, by and between the **City of Coeur d’Alene**, a municipal corporation organized and existing pursuant to the laws of the state of Idaho, hereinafter termed the “City,” and **J. B. Dodge Company, LLC**, an Idaho limited liability company, referred to as the "Owner."

WITNESSETH:

WHEREAS, the Owner owns a parcel of land adjacent to the City limits of the City, which the Owner wishes to develop, and the Owner has applied for annexation to the City, and said property to be annexed is more particularly described in Exhibit “A” attached hereto and incorporated by reference into the substantive portion of this Agreement (hereinafter referred to as the “Property”); and

WHEREAS, the Coeur d’Alene Planning and Zoning Commission has approved, subject to the successful completion of the annexation process, zoning for the Property. A copy of the approved Findings and Order are attached hereto as Exhibit “B” and are incorporated by reference into the substantive portion of this Agreement; and

WHEREAS, the Mayor and City Council of the City have determined that it would be in the best interests of the City and the citizens thereof to annex the Property subject to the Owner performing the conditions hereinafter set forth.

NOW, THEREFORE,

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

ARTICLE I: LEGAL DESCRIPTION

1.1. Legal description: The property is described as Tax # 19006 Ex RW, which is a parcel of land being a portion of the Northeast Quarter of Section 26, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

ARTICLE II: STANDARDS

2.1. Applicable standards: The Owner agrees that all laws, standards, policies and procedures regarding public improvement construction that the Owner is required to comply with or otherwise meet pursuant to this Agreement or City Code shall be those in effect at the time of plan approval. The Owner further waives any right the Owner may have regarding the date used to determine what public improvements; construction laws, standards, policies and procedures shall apply.

ARTICLE III. UTILITIES

3.1. Sewer: The Owner agrees to use the City's sanitary sewer system for this development. The Owner will extend, at its own cost, the sanitary sewer system and further agrees to fully comply with all City policies for its wastewater system.

3.2. Garbage collection: The Owner agrees that upon the expiration of the existing term of any contract to provide garbage collection services to the Property, that the Owner will begin using the garbage collection service in effect within the City of Coeur d'Alene, which garbage collection service shall be identified by the City.

3.3. Street lights: The Owner agrees to adhere to City policies and standards for street light design and construction.

3.4. Street Trees: The Owner agrees to adhere to City policies and standards for street trees.

ARTICLE IV: PUBLIC IMPROVEMENTS

4.1. Installation of public improvements: The Owner further agrees that, prior to occupancy of the Property, and prior to issuance of any building permits for the Property, it shall submit plans for approval and construct and install, or otherwise secure the required construction and installation in a manner acceptable to the City, of all improvements required by this Agreement or by City Code including but not limited to sanitary sewer improvements, storm water disposal, water lines, hydrants, monumentation, grading, subbase, paving, curbs, dry utility conduit, street lights, pedestrian/bicycle paths, and sidewalks. The City shall have no obligation, if any exists, for maintenance of improvements until such time as the City formally accepts the improvements.

4.2. Compliance with conditions of approval: The conditions of approval, attached as Exhibit "B", are expressly incorporated into this Agreement as binding provisions of this Agreement. As such, the Owner specifically agrees to fulfill each condition of approval as if each condition was specifically enumerated in this Agreement.

Additionally, all parties agree that the Owner is required to do full improvements to allow for public access to the property off of Aqua Avenue and that the access will remain open as a full non-gated public ingress/egress for the property.

Furthermore, all parties agree that the Owner is required to pay an additional sewer connection fee to the City of Coeur d'Alene prior to connecting to the public sewer system. Such fee is equivalent to the Government Way Phase 3 LID Assessment Charge of Two Hundred Thirty-nine Thousand Seventy-three and 87/100 Dollars (\$239,073.87) plus a seven percent (7%) accrued interest rate, as calculated by the City of Dalton Gardens. The total additional sewer connection fee is Two Hundred Fifty-five Thousand Eight-Hundred Nine and 04/100 Dollars (\$255,809.04) that must be paid before a building permit is issued.

ARTICLE V: FEES

5.1. Consideration: The Owner agrees to provide specific consideration in the amount of Two Hundred Seventy-five Thousand Four Hundred and no/100 Dollars (\$275,400.00) to the City at the times specified in Section 5.3 below. This amount is based on the policy adopted by the City Council by Resolution 98-112 and represents a fee of Seven Hundred Fifty and no/100 Dollars (\$750.00) per residential lot in the R-17 and C-17 zones based on the allowable 17 dwelling units per acre. The sum provided for by this Agreement is deemed by the parties to be a reasonable fee for City benefits and services to the Owner's Property, including but not limited to public safety and other services. The Owner will remain responsible for all other costs and fees required by City Code.

5.2. No extension of credit: The parties, after careful consideration of the actual burdens on the City, have agreed to a specific dateline in which those burdens will occur. This section anticipates specific payment at a specific date and is in no manner a loan of services or an extension of credit by the City.

5.3. Payment of annexation fees: On or before the date of the publication of the ordinance annexing the Property into the City, the Owner will pay the required fee for each lot contained in the final plat. The Owner expressly agrees that the City may withhold final plat approval or building permit issuance until such time as the required fees are paid.

5.4. Other fees: Additionally, the Owner shall be responsible for all required fees and charges including but not necessarily limited to water hook-up fee(s), water connection (capitalization) fee(s), sanitary sewer connection (capitalization) fee(s), building permit fees, and any applicable impact fees that may be imposed. Fees referred to in this paragraph, are set forth by Municipal Ordinance and/or resolution and arise independent of this Agreement.

5.5. The Owner's reimbursement to the City: The Parties further agree that the City has utilized substantial staff time to prepare the Annexation Agreement that will benefit the Owner. The Parties further agree the City shall be reimbursed a reasonable fee for its costs to prepare such agreement. The Parties further agree that such fee shall be in the amount of Eight Hundred Dollars (\$800.00).

ARTICLE VI. MISCELLANEOUS

6.1. Deannexation: The Owner agrees that in the event the Owner fails to comply with the terms of this Agreement, defaults, is otherwise in breach of this Agreement, the City may deannex and terminate utility services without objection from the Owner, or its assigns or successors-in-interest of such portions of the Owner's Property as the City in its sole discretion decides.

6.2. The Owner to hold the City harmless: The Owner further agrees it will indemnify, defend and hold the City harmless from any and all causes of action, claims and damages that arise, may arise, or are alleged, as a result of the Owner's development, operation, maintenance, and use of the Property described in Exhibit "A." The Owner further agrees to pay

the City's legal costs, including reasonable attorney fees, in the event this annexation is challenged in a court of law. Payment for the City's legal costs will be remitted within thirty (30) days after receipt of invoice from the City for legal expenses.

6.3. Time is of the essence: Time is of the essence in this Agreement.

6.4. Merger: The representations, warranties, covenants, conditions and agreements of the parties contained in the Agreement shall survive the acceptance of any deeds and/or easements.

6.5. Recordation; Merger; Amendment: The Owner further agrees this Agreement shall be recorded by the City at the Owner's expense. All promises and negotiations of the parties merge into this Agreement. The parties agree that this Agreement shall only be amended by a writing signed by both parties. The parties agree that this Agreement shall not be amended by a change in any law. The parties agree this Agreement is not intended to replace any other requirement of City Code.

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

6.7. Compliance with applicable laws: The Owner agrees to comply with all applicable laws.

6.8. Covenants run with land: The covenants herein contained to be performed by the Owner shall be binding upon the Owner and the Owner's heirs, assigns and successors-in-interest, and shall be deemed to be covenants running with the land.

6.9. Publication of ordinance: The parties agree that until the date of publication of the annexation ordinance, no final annexation of Owner's Property shall occur. Upon proper execution and recordation of this Agreement, the City will, to the extent lawfully permitted, adopt and thereafter publish an ordinance annexing the Owner's Property.

6.10. Promise of cooperation: Should circumstances change, operational difficulties arise, or misunderstandings develop, the parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring a claim, initiate other legal action, or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement.

City of Coeur D Alene

Annexation Legal Description

A parcel of land being a portion of the Northeast Quarter of Section 26, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho and being more particularly described as follows:

Commencing at the East Quarter corner per the CP&F 2776019000, Records of Kootenai County, from which the Center Quarter corner bears North 88°49'19" West a distance of 2658.28 feet; thence along the South line of said Northeast Quarter, North 88°49'19" West a distance of 982.93 feet to a 3 inch aluminum cap marked "ITD PLS 12318" at the intersection of said South line and the North Right-of-way of Wilbur Avenue; thence along said North Right-of-way, North 73°46'03" West a distance of 12.45 feet to the **True Point of Beginning**;

thence continuing along said North Right-of-way, North 73°46'03" West a distance of 199.32 feet to a 3 inch aluminum cap marked "ITD PLS 12318";

thence continuing along said North Right-of-way, North 88°49'19" West a distance of 187.40 feet to a 3 inch aluminum cap marked "ITD PLS 12318" at the intersection of said North Right-of-way and the East Right-of-way of U.S. Highway 95;

thence along said East Right-of-way, along a non-tangent curve to the right with a radius of 28537.90 feet, an arc length of 1177.04 feet, a central angle of 002°21'47" with a long chord that bears North 03°03'29" East a distance of 1176.96 feet to a 5/8 inch rebar with yellow plastic cap marked "PLS 6374" at the southwest corner of the parcel of land described as Tax Number 12903 in the Warranty Deed filed in Book 328, Page 240, Records of Kootenai County;

thence along the South line of said Tax Number 12903, South 89°51'21" East a distance of 439.88 feet to a 5/8 inch rebar with yellow plastic cap marked "PLS 6374" at the southeast corner of said Tax Number 12903;

thence along the East line of said Tax Number 12903 and the East line of the parcel of land described as Tax Number 8282 in the Deed filed in Book 256, Page 278, Records of Kootenai County, North 01°03'36" East a distance of 385.82 feet to a 5/8 inch rebar with yellow plastic cap marked "PLS 6374" at the intersection of said East line and the South Right-of-way of Aqua Avenue;

thence along said South Right-of-way, South 88°57'13" East a distance of 60.00 feet to a 1/2 inch rebar with yellow plastic cap marked "PLS 5078" at the northwest corner of the parcel of land described as Tax Number 25499 in the Quit Claim Deed filed as Instrument Number 2663710000, Records of Kootenai County, on said South Right-of-way of Aqua Avenue;

thence along the West line of said Tax Number 25499, South 01°03'36" West a distance of 326.66 feet to the southwest corner of said Tax Number 25499;

thence along the South line of said Tax Number 25499, South 89°52'54" East a distance of 601.17 feet to the southwest corner of the parcel of land described as Tax Number 24160 in the Warranty Deed filed as Instrument Number 1454235, Records of Kootenai County;

thence along the South line of said Tax Number 24160, South 89°52'10" East a distance of 173.34 feet to a 2.5 inch aluminum cap marked "PLS 12318" at the intersection of said South line and the West Right-of-way of Government Way;

thence along said West Right-of-way, South 01°04'27" West a distance of 60.01 feet to the intersection of said West Right-of-way of Government Way and the North line of the parcel of land described as Tax Number 15621 in the Warranty Deed filed as Instrument Number 1307068, Records of Kootenai County;

thence along said North line of said Tax Number 15621, North 89°58'08" West a distance of 173.14 feet to a 5/8 inch rebar with yellow plastic cap marked "PLS 4194" at the northwest corner of said Tax Number 15621;

thence along the West line of said Tax Number 15621, the parcel of land described as Tax Number 24380 in the Warranty Deed filed as Instrument Number 1873296, Records of Kootenai County, the parcel of land described as Tax Number 24381 in the Warranty Deed filed as Instrument Number 1873296, Records of Kootenai County and the parcel of land described as Tax Number 17480 in the Quitclaim Deed filed as Instrument Number 1501206, Records of Kootenai County, South 01°04'31" West a distance of 584.91 feet to a rod in concrete at the southwest corner of said Tax Number 17480 on the North line of the Plat of Restlawn Memorial Park Block 3 & 4 filed in Book D of Plats at Page 88, Records of Kootenai County;

thence along said North line of the Plat of Restlawn Memorial Park Block 3 & 4, North 89°40'06" West a distance of 398.96 feet to a 1/2 inch rebar with yellow plastic cap marked "PLS 5289" at the northwest corner of said Plat of Restlawn Memorial Park Block 3 & 4;

thence along the East line of the parcel of land described as Tax Number 24170 in the Warranty Deed filed as Instrument Number 1710921, Records of Kootenai County, North 00°48'13" East a distance of 4.99 feet to a 1/2 inch rebar with yellow plastic cap marked "PLS 5289" on the North line of said parcel of land described as Tax Number 24170;

thence along the North line of said Tax Number 24170, North 89°53'15" West a distance of 326.25 feet to a 1/2 inch rebar with yellow plastic cap marked "PLS 5289" to the northeast corner of the land described in Tax Number 24095 in the Warranty Deed filed as Instrument Number 1710921, Records of Kootenai County;

thence along the North Line of said Tax Number 24095, South 71°41'22" West a distance of 79.48 feet;

thence along the West line of said Tax Number 24095, South 01°06'47" West a distance of 313.32 feet;

thence leaving said West line, South 14°27'05" East a distance of 94.09 feet;

thence along a curve to the right with a radius of 365.50 feet, an arc length of 99.70 feet, a central angle of 015°37'46" with a long chord that bears South 06°38'12" East a distance of 99.39 feet;

thence South 01°10'41" West a distance of 125.34 feet to the **True Point of Beginning**;

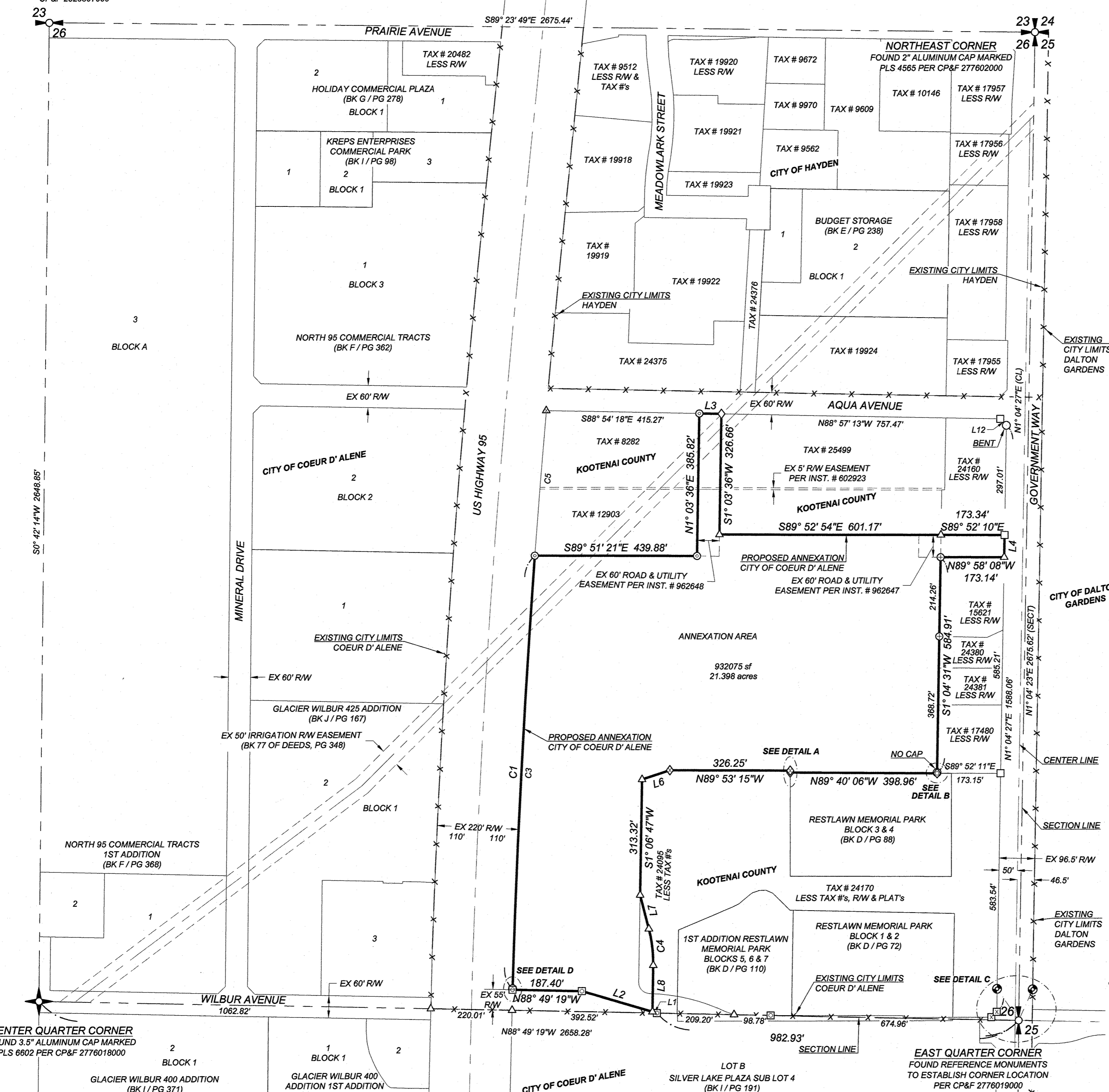
said parcel of land containing 21.398 acres of land, more or less.



CITY OF COEUR D'ALENE ANNEXATION MAP ORDINANCE # _____

NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 51 NORTH,
RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO

NORTH QUARTER CORNER
FOUND 1" DRILL STEEL PER
CP&F 2528307000



BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS IDAHO STATE PLANE SYSTEM.

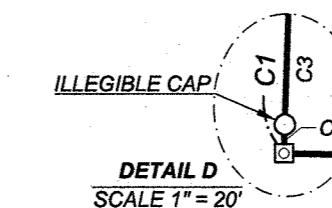
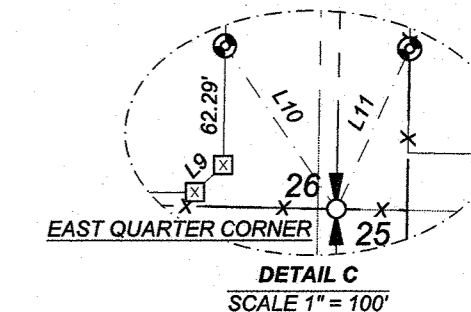
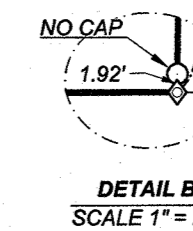
NOTE

THERE WAS NO ATTEMPT MADE TO SHOW ALL OF THE PHYSICAL FEATURES OF THIS PROPERTY, NOR ANY EASEMENTS OF RECORD, EXCEPT FOR THOSE SHOWN HEREON.

Line #	Length	Bearing
L1	12.45'	N73°46'03"W
L2	199.32'	N73°46'03"W
L3	60.00'	S88°57'13"E
L4	60.01'	S01°04'27"W
L5	4.99'	N00°48'13"E
L6	79.48'	S71°41'22"W

Line #	Length	Bearing
L7	94.09'	S14°27'05"E
L8	125.34'	S01°10'41"W
L9	20.47'	S46°04'23"W
L10	103.25'	S34°17'26"E
L11	91.87'	N24°38'54"E
L12	24.15'	N43°43'10"W

Curve #	Length	Radius	Delta	Chord	Bearing
C1	1177.04'	28537.90'	002°21'47"	1176.96'	N03°03'29"E
C2	2.99'	28537.90'	000°00'22"	2.99'	S01°52'46"W
C3	1174.05'	28537.90'	002°21'26"	1173.96'	N03°03'40"E
C4	99.70'	365.50'	015°37'46"	99.39'	S06°38'12"E
C5	393.87'	28537.90'	000°47'27"	393.87'	S04°38'06"W



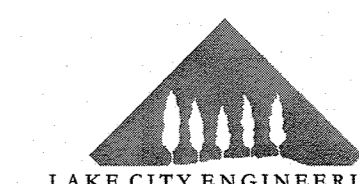
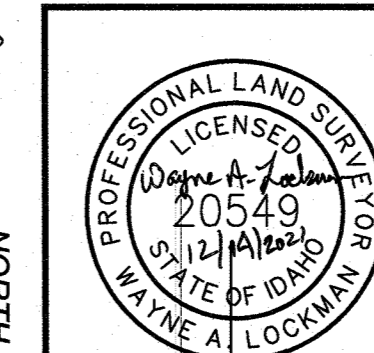
LEGEND

- FOUND 5/8" REBAR, AS NOTED
 - ⊙ FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "6374"
 - ⊕ FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "4194"
 - ◇ FOUND 1/2" REBAR WITH YELLOW PLASTIC CAP MARKED "5078"
 - ⊕ FOUND 1/2" REBAR WITH YELLOW PLASTIC CAP MARKED "5289"
 - ◆ FOUND ROD IN CONCRETE
 - △ FOUND 3/4" I.D. IRON PIPE
 - FOUND 2.5" ALUMINUM CAP MARKED "PLS 12318"
 - ⊠ FOUND 3" ALUMINUM CAP MARKED ITD "PLS 12318"
 - ⊞ FOUND 3" ALUMINUM CAP
 - ⊙ FOUND 2.5" ALUMINUM CAP REFERENCE MONUMENT MARKED "PLS 9187"
 - △ CALCULATED POINT, NOTHING FOUND OR SET
- x — x — EXISTING CITY LIMITS
 - — — — — PROPOSED CITY BOUNDARY
 - — — — — LOT LINE
 - - - - - EASEMENT LINE
 - — — — — CENTER LINE
 - - - - - SECTION LINE

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY PERFORMED BY ME IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO, AT THE REQUEST OF DODGE HERITAGE, LLC.

SCALE: 1" = 200'



126 E. POPLAR AVENUE
COEUR D'ALENE, IDAHO 83814
PHONE: 208.676.0230

CHECKED BY: DES/WAL
DRAFTED BY: SMA
SCALE: 1" = 200'
DATE: 08/20/2021
JOB NO: LCE 20-103

1

**COEUR D'ALENE CITY COUNCIL
FINDINGS AND ORDER**

A. INTRODUCTION

This matter having come before the City Council on March 16, 2021 and there being present a person requesting approval of ITEM A-1-21 , a request for zoning prior to annexation from County Agricultural, light Industrial and Commercial to City R-17 and C-17.

APPLICANT: DODGE HERITAGE LLC

LOCATION: PROPERTY LOCATED IMMEDIATELY NORTHEAST OF THE INTERSECTION OF HIGHWAY 95 AND WILBER AVENUE.

**B. FINDINGS: JUSTIFICATION FOR THE DECISION/CRITERIA, STANDARDS AND FACTS RELIED UPON
(The City Council adopts Items B1 to B7.)**

- B1. That the existing land uses are Residential and Commercial.
- B2. That the Comprehensive Plan Map designation is NE Prairie area.
- B3. That the zoning is County Agricultural, Light Industrial, and Commercial.
- B4. That the notice of public hearing was published on February 27, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on February 1, 2021, which fulfills the proper legal requirement.
- B6. That notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property.
- B7. That public testimony was heard on March 16, 2021.

Objective 1.14 Efficiency:

Promote the efficient use of existing infrastructure, thereby reducing impacts to undeveloped areas.

Objective 4.01 City Services:

Make decisions based on the needs and desires of the citizenry.

Objective 4.02 - City Services:

Provide quality services to all of our residents (potable water, sewer and stormwater systems, street maintenance, fire and police protection, street lights, recreation, recycling and trash collection)

- B9. That public facilities and utilities are available and adequate for the proposed use. This is based on that water can be provided or extended to serve the property by North Kootenai.
- B10. That the physical characteristics of the site do make it suitable for the request at this time.
- B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, or existing land uses because at this time it is an annexation and don't know what future traffic will be.

C. ORDER: CONCLUSION AND DECISION

The City Council, pursuant to the aforementioned, finds that the request of DODGE HERITAGE LLC for zoning prior to annexation as described in the application should be approved.

Suggested provisions for inclusion in an Annexation Agreement are as follows:

1. The applicant obtains a will serve letter for water service from the North Kootenai Water and Sewer District.
2. This project will require the extension of public sewer "To and Through" this annexation as proposed.
3. A sewer easement will be required to reach the subject property.
4. Sewer Policy #719 requires a 20'-wide utility easement centered over all public the sewer mains (30' if shared with Public Water) or RAIV dedicated to the City.
5. Sewer Policy #716 requires only one appropriately sized service lateral will be allowed to serve each legally recognized parcel (lot). "One Lot...One Lateral". Installation of "extra" sewer service laterals for future use on any singular parcel is prohibited.

Motion by Wood, seconded by McEvers, to adopt the foregoing Findings and Order.

ROLL CALL:

Council Member Gookin	Voted No
Council Member English	Voted Yes
Council Member Evans	Voted Yes
Council Member McEvers	Voted Yes
Council Member Wood	Voted Yes
Council Member Miller	Voted Yes

Motion to approve carried by a 5 to 1 vote.



MAYOR STEVE WIDMYER

ORDINANCE NO. _____
COUNCIL BILL NO. 21-1025

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED AS A PORTION OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 51, NORTH, RANGE 4 WEST, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after public hearing, the City Council finds it to be in the best interests of the City of Coeur d'Alene and the citizens thereof that said property be annexed.

NOW, THEREFORE,

BE IT ORDAINED, by the Mayor and City Council of the City of Coeur d'Alene, Kootenai County, Idaho:

SECTION 1. That the property as set forth in Exhibit "A," attached hereto and incorporated herein, contiguous and adjacent to the City of Coeur d'Alene, Kootenai County, Idaho, be and the same is hereby annexed to and declared to be a part of the City of Coeur d'Alene, Kootenai County, Idaho, and the same is hereby zoned as city R-17 (Residential at 17 units/acre) and C-17 (Commercial at 17 units/acre).

SECTION 2. That the Zoning Act of the City of Coeur d'Alene, known as Ordinance No. 1691, Ordinances of the City of Coeur d'Alene, be and the same is hereby amended as set forth in the preceding section hereof.

SECTION 3. That the Planning Director be and he is hereby instructed to make such change and amendment on the official Zoning Map of the City of Coeur d'Alene.

SECTION 4. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 5. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on December 21st, 2021.

APPROVED by the Mayor this 21st day of December, 2021.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO.
A-1-21 J. B. Dodge Company, LLC
Northeast of the Intersection of Highway 95 and Wilbur Avenue

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED AS A PORTION OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 51, NORTH, RANGE 4 WEST, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. ____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Michael C. Gridley, am City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, A-1-21, J. B. Dodge Company, LLC – northeast of the intersection of Highway 95 and Wilbur Ave., and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 21st day of December, 2021.

Michael C. Gridley, City Attorney

City of Coeur D Alene

Annexation Legal Description

A parcel of land being a portion of the Northeast Quarter of Section 26, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho and being more particularly described as follows:

Commencing at the East Quarter corner per the CP&F 2776019000, Records of Kootenai County, from which the Center Quarter corner bears North 88°49'19" West a distance of 2658.28 feet; thence along the South line of said Northeast Quarter, North 88°49'19" West a distance of 982.93 feet to a 3 inch aluminum cap marked "ITD PLS 12318" at the intersection of said South line and the North Right-of-way of Wilbur Avenue; thence along said North Right-of-way, North 73°46'03" West a distance of 12.45 feet to the **True Point of Beginning**;

thence continuing along said North Right-of-way, North 73°46'03" West a distance of 199.32 feet to a 3 inch aluminum cap marked "ITD PLS 12318";

thence continuing along said North Right-of-way, North 88°49'19" West a distance of 187.40 feet to a 3 inch aluminum cap marked "ITD PLS 12318" at the intersection of said North Right-of-way and the East Right-of-way of U.S. Highway 95;

thence along said East Right-of-way, along a non-tangent curve to the right with a radius of 28537.90 feet, an arc length of 1177.04 feet, a central angle of 002°21'47" with a long chord that bears North 03°03'29" East a distance of 1176.96 feet to a 5/8 inch rebar with yellow plastic cap marked "PLS 6374" at the southwest corner of the parcel of land described as Tax Number 12903 in the Warranty Deed filed in Book 328, Page 240, Records of Kootenai County;

thence along the South line of said Tax Number 12903, South 89°51'21" East a distance of 439.88 feet to a 5/8 inch rebar with yellow plastic cap marked "PLS 6374" at the southeast corner of said Tax Number 12903;

thence along the East line of said Tax Number 12903 and the East line of the parcel of land described as Tax Number 8282 in the Deed filed in Book 256, Page 278, Records of Kootenai County, North 01°03'36" East a distance of 385.82 feet to a 5/8 inch rebar with yellow plastic cap marked "PLS 6374" at the intersection of said East line and the South Right-of-way of Aqua Avenue;

thence along said South Right-of-way, South 88°57'13" East a distance of 60.00 feet to a 1/2 inch rebar with yellow plastic cap marked "PLS 5078" at the northwest corner of the parcel of land described as Tax Number 25499 in the Quit Claim Deed filed as Instrument Number 2663710000, Records of Kootenai County, on said South Right-of-way of Aqua Avenue;

thence along the West line of said Tax Number 25499, South 01°03'36" West a distance of 326.66 feet to the southwest corner of said Tax Number 25499;

thence along the South line of said Tax Number 25499, South 89°52'54" East a distance of 601.17 feet to the southwest corner of the parcel of land described as Tax Number 24160 in the Warranty Deed filed as Instrument Number 1454235, Records of Kootenai County;

thence along the South line of said Tax Number 24160, South 89°52'10" East a distance of 173.34 feet to a 2.5 inch aluminum cap marked "PLS 12318" at the intersection of said South line and the West Right-of-way of Government Way;

thence along said West Right-of-way, South 01°04'27" West a distance of 60.01 feet to the intersection of said West Right-of-way of Government Way and the North line of the parcel of land described as Tax Number 15621 in the Warranty Deed filed as Instrument Number 1307068, Records of Kootenai County;

thence along said North line of said Tax Number 15621, North 89°58'08" West a distance of 173.14 feet to a 5/8 inch rebar with yellow plastic cap marked "PLS 4194" at the northwest corner of said Tax Number 15621;

thence along the West line of said Tax Number 15621, the parcel of land described as Tax Number 24380 in the Warranty Deed filed as Instrument Number 1873296, Records of Kootenai County, the parcel of land described as Tax Number 24381 in the Warranty Deed filed as Instrument Number 1873296, Records of Kootenai County and the parcel of land described as Tax Number 17480 in the Quitclaim Deed filed as Instrument Number 1501206, Records of Kootenai County, South 01°04'31" West a distance of 584.91 feet to a rod in concrete at the southwest corner of said Tax Number 17480 on the North line of the Plat of Restlawn Memorial Park Block 3 & 4 filed in Book D of Plats at Page 88, Records of Kootenai County;

thence along said North line of the Plat of Restlawn Memorial Park Block 3 & 4, North 89°40'06" West a distance of 398.96 feet to a 1/2 inch rebar with yellow plastic cap marked "PLS 5289" at the northwest corner of said Plat of Restlawn Memorial Park Block 3 & 4;

thence along the East line of the parcel of land described as Tax Number 24170 in the Warranty Deed filed as Instrument Number 1710921, Records of Kootenai County, North 00°48'13" East a distance of 4.99 feet to a 1/2 inch rebar with yellow plastic cap marked "PLS 5289" on the North line of said parcel of land described as Tax Number 24170;

thence along the North line of said Tax Number 24170, North 89°53'15" West a distance of 326.25 feet to a 1/2 inch rebar with yellow plastic cap marked "PLS 5289" to the northeast corner of the land described in Tax Number 24095 in the Warranty Deed filed as Instrument Number 1710921, Records of Kootenai County;

thence along the North Line of said Tax Number 24095, South 71°41'22" West a distance of 79.48 feet;

thence along the West line of said Tax Number 24095, South 01°06'47" West a distance of 313.32 feet;

thence leaving said West line, South 14°27'05" East a distance of 94.09 feet;

thence along a curve to the right with a radius of 365.50 feet, an arc length of 99.70 feet, a central angle of 015°37'46" with a long chord that bears South 06°38'12" East a distance of 99.39 feet;

thence South 01°10'41" West a distance of 125.34 feet to the **True Point of Beginning**;

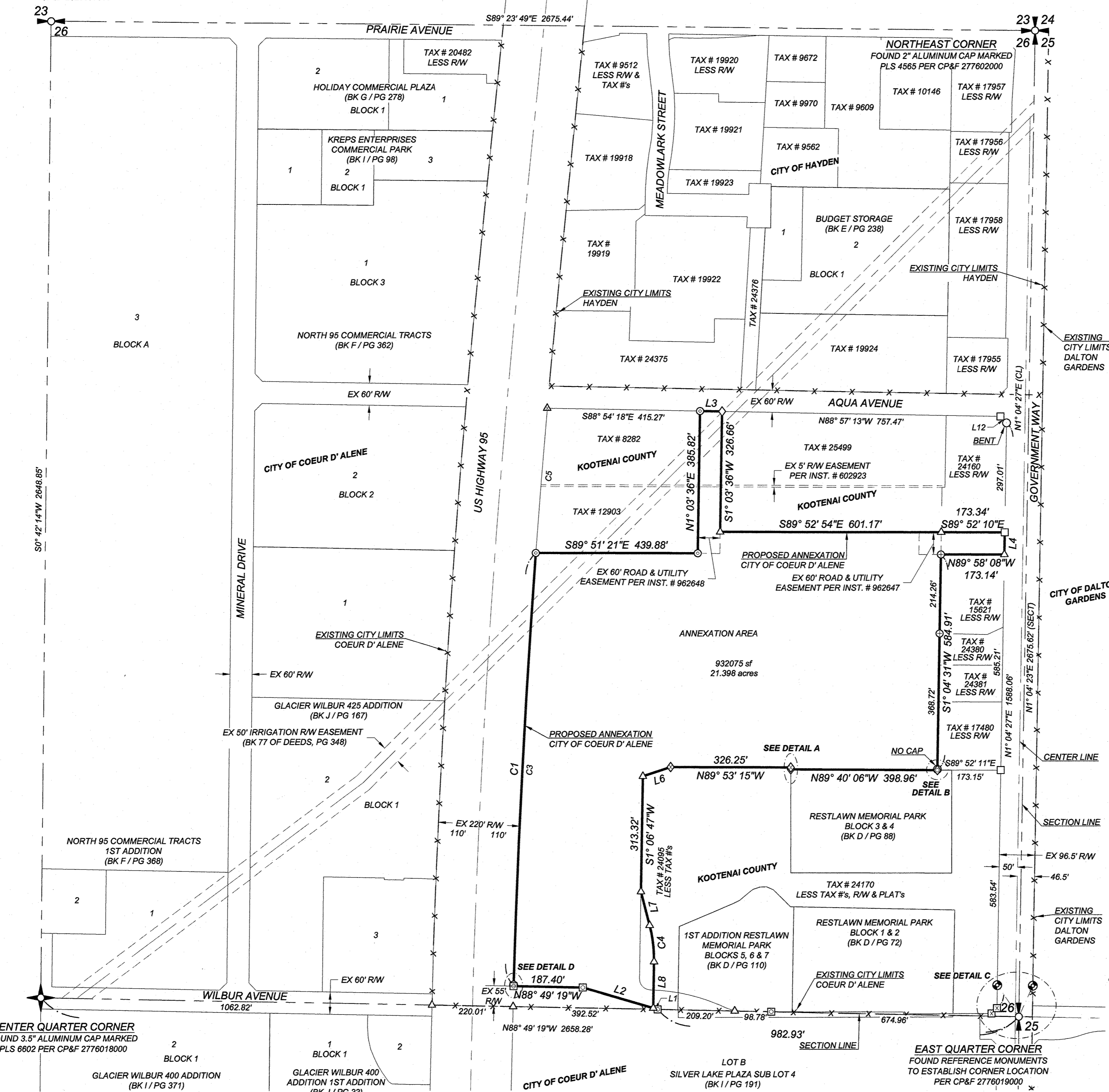
said parcel of land containing 21.398 acres of land, more or less.



CITY OF COEUR D'ALENE ANNEXATION MAP ORDINANCE # _____

NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 51 NORTH,
RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO

NORTH QUARTER CORNER
FOUND 1" DRILL STEEL PER
CP&F 2528307000



BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS IDAHO STATE PLANE SYSTEM.

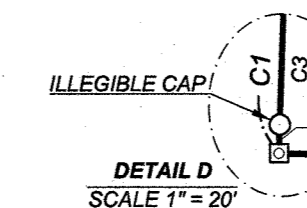
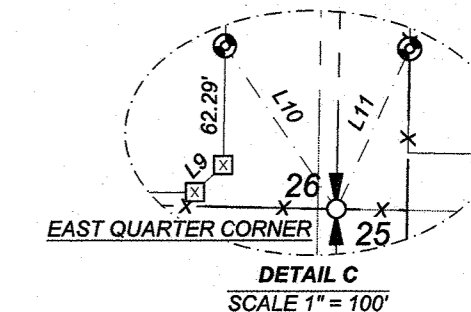
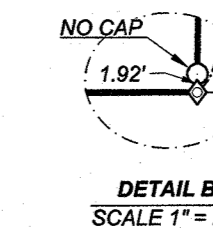
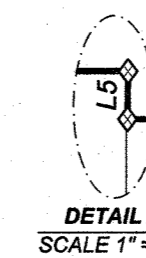
NOTE

THERE WAS NO ATTEMPT MADE TO SHOW ALL OF THE PHYSICAL FEATURES OF THIS PROPERTY, NOR ANY EASEMENTS OF RECORD, EXCEPT FOR THOSE SHOWN HEREON.

Line #	Length	Bearing
L1	12.45'	N73°46'03"W
L2	199.32'	N73°46'03"W
L3	60.00'	S88°57'13"E
L4	60.01'	S01°04'27"W
L5	4.99'	N00°48'13"E
L6	79.48'	S71°41'22"W

Line #	Length	Bearing
L7	94.09'	S14°27'05"E
L8	125.34'	S01°10'41"W
L9	20.47'	S46°04'23"W
L10	103.25'	S34°17'26"E
L11	91.87'	N24°38'54"E
L12	24.15'	N43°43'10"W

Curve #	Length	Radius	Delta	Chord	Bearing
C1	1177.04'	28537.90'	002°21'47"	1176.96'	N03°03'29"E
C2	2.99'	28537.90'	000°00'22"	2.99'	S01°52'46"W
C3	1174.05'	28537.90'	002°21'26"	1173.96'	N03°03'40"E
C4	99.70'	365.50'	015°37'46"	99.39'	S06°38'12"E
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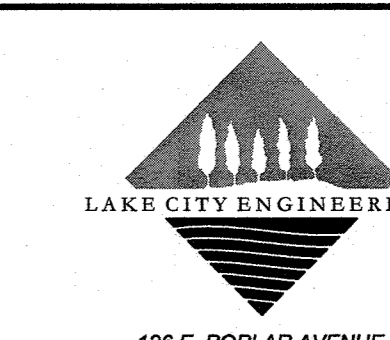
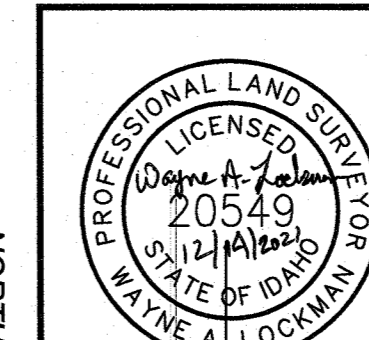


LEGEND

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 - FOUND 2.5" ALUMINUM CAP MARKED "PLS 12318"
 - ⊠ FOUND 3" ALUMINUM CAP MARKED ITD "PLS 12318"
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 - △ CALCULATED POINT, NOTHING FOUND OR SET
- x — x — EXISTING CITY LIMITS
 - — — PROPOSED CITY BOUNDARY
 - — — LOT LINE
 - - - - - EASEMENT LINE
 - — — CENTER LINE
 - - - - - SECTION LINE



SCALE: 1" = 200'



SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY PERFORMED BY ME IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO, AT THE REQUEST OF DODGE HERITAGE, LLC.

CHECKED BY: DES/WAL
DRAFTED BY: SMA
SCALE: 1" = 200'
DATE: 08/20/2021
JOB NO: LCE 20-103

1

**CITY COUNCIL
STAFF REPORT**

DATE: December 21, 2021

FROM: Mike Behary, Associate Planner

RE: Annexation Agreement and Ordinance for the Kootenai Youth Recreation Organization (KYRO) (A-3-21)

DECISION POINT:

Approve the annexation agreement with Kootenai Youth Recreation Organization (KYRO) and the annexation ordinance for the 4.18 acre parcel located at 3525 W. Seltice Way for Frontier Ice Arena to finalize the annexation with C-17 zoning pursuant to action on September 21, 2021.

HISTORY:

At the City Council meeting held September 21, 2021 the Council approved the annexation of the Frontier Ice Arena (A-3-21).

Council Member Gookin	Voted Yes
Council Member English	Voted Yes
Council Member Evans	Voted Yes
Council Member Wood	Voted Yes
Council Member Miller	Voted Yes

Council Member McEvers was absent.

Motion to approve carried by a 5 to 0 vote.

The reason for delay of finalizing this annexation is due to the applicant coming up with a site plan to lock them in for future development of the property and negotiation of appropriate annexation fees.

BACKGROUND INFORMATION:

The subject property is currently the home to Frontier Ice Arena and located in the unincorporated area of the county. The subject site is adjacent to the city limits on the west and southwest side of the subject site. The property is currently zoned County Commercial. The subject site is located within the City's Area of City Impact (ACI).

The current Frontier Ice Arena has operated at this site since 2001 and replaced an older facility that operated on the site many years prior to the construction of the new rink. The applicant has indicated that the continued growth in Kootenai County and the surrounding area has created a demand for an additional ice rink.

The Ice Arena would like to expand and add a second sheet of ice to serve the growing needs of the hockey and ice skating in the community. In order to expand, the Frontier Ice Arena is required to

connect to the City of Coeur d'Alene sewer system as the existing septic drain field does not have the capacity to accommodate the increased building size.

AERIAL MAP:



DECISION POINT:

To approve the annexation agreement with Kootenai Youth Recreation Organization (KYRO) and the annexation ordinance for the 4.18 acre parcel located at 3525 W. Seltice Way for Frontier Ice Arena to finalize the annexation with C-17 zoning pursuant to action on September 21, 2021.

RESOLUTION NO. 21-077

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO APPROVING AN ANNEXATION AGREEMENT WITH KOOTENAI YOUTH RECREATION ORGANIZATION, INC. FOR PROPERTY LOCATED AT 3525 W SELTICE WAY.

WHEREAS, an annexation agreement has been negotiated between the City of Coeur d'Alene and Kootenai Youth Recreation Organization, Inc., pursuant to the terms and conditions set forth in said agreement, a copy of which is attached hereto as Exhibit "1" and by this reference made a part hereof; and

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

BE IT RESOLVED, that the City enter into an annexation agreement with Kootenai Youth Recreation Organization, Inc. in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 21st day of December, 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 _____.

ANNEXATION AGREEMENT

A-3-21

THIS AGREEMENT is made and entered into this 21st day of December, 2021, by the City of Coeur d'Alene, a municipal corporation organized pursuant to the laws of the state of Idaho, hereinafter referred to as the "City," and *Kootenai Youth Recreation Organization, Inc.*, a non-profit company organized and existing under the laws of the State of Idaho, with a principal address at *3525 W. Seltice Way*, hereinafter referred to as the "Owner."

WITNESSETH:

WHEREAS, the Owner owns a parcel of land adjacent to the City limits of the City, which the Owner wishes to further develop, and the Owner has applied for annexation to the City, and said property to be annexed is more particularly described in Exhibit "A" attached hereto (hereinafter referred to as "the Property") and incorporated by reference into the substantive portions of this Agreement; and

WHEREAS, the Coeur d'Alene Planning and Zoning Commission has approved, subject to the successful completion of the annexation process, zoning for the Property as C-17. A copy of the Findings and Order are attached hereto as Exhibit "B" and are incorporated by reference into the substantive portions of this Agreement; and

WHEREAS, the Mayor and City Council of the City have determined that it would be in the best interests of the City and the citizens thereof to annex the Property subject to the Owners performing the conditions hereinafter set forth.

NOW, THEREFORE,

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

ARTICLE I: LEGAL DESCRIPTION

1.1. Legal description: Portions of the West half of the West half of Lots 9 and 10, Block 4, Orchard Lands, as recorded in Plat Book "B" Page 149, records of Kootenai County, and portion of the Southwest quarter of the Southeast quarter of Section 4, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho and all lying between the rights of way for Interstate 90 and U.S. Highway No. 10 (Seltice Way) and commonly known as 3525 W. Seltice Way.

ARTICLE II: STANDARDS

2.1. Applicable standards: The Owner agrees that all laws, standards, policies and procedures regarding public improvement construction that the Owner is required to comply with or otherwise meet pursuant to this Agreement or City Code shall be those in effect at the time of plan approval. The Owner further waives any right the Owner may have regarding the date used

to determine what public improvements, construction laws, standards, policies and procedures shall apply.

ARTICLE III. UTILITIES

3.1. Water and sewer: The Owner agrees to use the City's water and sanitary sewer systems for this development. The Owner will extend, at its own cost and as necessary, the water and sanitary sewer systems to and through its property, and further agrees to fully comply with all City policies for its water and wastewater systems.

3.2. Water rights: Prior to the recordation of any plat on the Property or any other transfer of an ownership interest in the Property, the Owner will grant to the City, by warranty deed in a format acceptable to the City, all water rights associated with the Property. The parties expressly agree that the Owner is conveying the water rights to the City so that the City will have adequate water rights to ensure that the City can provide domestic water service to the Property.

3.3. Garbage collection: The Owner agrees that, upon the expiration of the existing term of any contract to provide garbage collection services to the Property, the Owner will begin using the garbage collection service in effect within the City of Coeur d'Alene, which garbage collection service shall be identified by the City.

3.4. Street lights: The Owner agrees to adhere to City policies and standards for street light design and construction.

3.5. Street Trees: The Owner agrees to adhere to City policies and standards for street trees.

ARTICLE IV: PUBLIC IMPROVEMENTS

4.1. Installation of public improvements: The Owner further agrees, prior to issuance of any building permits for the Property, to submit plans for approval and construct and install, or otherwise secure the required construction and installation in a manner acceptable to the City, all improvements required by this Agreement or by City Code, including but not limited to sanitary sewer improvements, storm water disposal, water lines, hydrants, monumentation, grading, subbase, paving, curbs, dry utility conduit, street lights, pedestrian/bicycle paths, and sidewalks. The City shall have no obligation, if any exists, for maintenance of improvements until such time as the City formally accepts the improvements.

4.2. Compliance with conditions of approval: The conditions of approval, attached as Exhibit "B," are expressly incorporated into this Agreement as binding provisions of this Agreement. As such, the Owner specifically agrees to fulfill each condition of approval as if each condition was specifically enumerated in this Agreement.

4.3. Any future changes to the lot configuration shall be required to meet all Subdivision Standards.

ARTICLE V: FEES

5.1. Consideration: The Owner agree to provide specific consideration in the amount of Nine Thousand Seven-Hundred Fifty and No/100 Dollars (\$9,750.00) to the City at the times specified in Section 5.3 below. This amount is based on the policy adopted by the City Council by Resolution 98-112 and represents a fee of Seven Hundred Fifty Dollars (\$750.00) per equivalent residential unit in the approved C-17 zone. The fee is based on the square footage of the new structure (36,407 square feet) and divided by 2,904 square feet per unit to arrive at 13 equivalent residential units, multiplied by \$750.00 per unit. The sum provided for by this Agreement is deemed by the parties to be a reasonable fee for City benefits and services to the Owner's Property, including but not limited to public safety and other services. The Owner will remain responsible for all other costs and fees required by City Code. The Owner also agrees to be bound to the attached site plan and a maximum future building addition size of 36,407 square feet and will meet the City's parking requirements for the use.

5.2. No extension of credit: The parties, after careful consideration of the actual burdens on the City, have agreed to a specific dateline in which those burdens will occur. This section anticipates specific payment at a specific date and is in no manner a loan of services or an extension of credit by the City.

5.3. Payment of annexation fees: On or before the date of the publication of the ordinance annexing the Property into the City, the Owner will pay the required fee for each lot contained in the final plat. The Owner expressly agrees that the City may withhold final plat approval or building permit issuance until such time as the required fees are paid.

5.4. Other fees: Additionally, the Owner shall be responsible for all required fees and charges including but not necessarily limited to water hook-up fee(s), water connection (capitalization) fee(s), sanitary sewer connection (capitalization) fee(s), building permit fees, and any applicable impact fees that may be imposed. Fees referred to in this paragraph, are set forth by Municipal Ordinance and/or resolution and arise independent of this Agreement.

5.5. The Owner's reimbursement to the City: The Parties further agree that the City has utilized substantial staff time to prepare the Annexation Agreement that will benefit the Owner. The Parties further agree the City shall be reimbursed a reasonable fee for its costs to prepare such agreement. The Parties further agree that such fee shall be in the amount of Eight Hundred Dollars (\$800.00).

ARTICLE VI. MISCELLANEOUS

6.1. Deannexation: The Owner agrees that in the event the Owner fails to comply with the terms of this Agreement, defaults, is otherwise in breach of this Agreement, the City may deannex and terminate utility services without objection from the Owner, or its assigns or successors-in-interest of such portions of the Owner's Property as the City in its sole discretion decides.

6.2. The Owner to hold the City harmless: The Owner further agrees it will indemnify, defend and hold the City harmless from any and all causes of action, claims and damages that arise, may arise, or are alleged, as a result of the Owner's development, operation, maintenance, and use of the Property described in Exhibit "A." The Owner further agrees to pay the City's legal costs, including reasonable attorney fees, in the event this annexation is challenged in a court of law. Payment for the City's legal costs will be remitted within thirty (30) days after receipt of invoice from the City for legal expenses.

6.3. Time is of the essence: Time is of the essence in this Agreement.

6.4. Merger: The representations, warranties, covenants, conditions and agreements of the parties contained in the Agreement shall survive the acceptance of any deeds and/or easements.

6.5. Recordation; Merger; Amendment: The Owner further agrees this Agreement shall be recorded by the City at the Owner's expense. All promises and negotiations of the parties merge into this Agreement. The parties agree that this Agreement shall only be amended by a writing signed by both parties. The parties agree that this Agreement shall not be amended by a change in any law. The parties agree this Agreement is not intended to replace any other requirement of City Code.

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

6.7. Compliance with applicable laws: The Owner agrees to comply with all applicable laws.

6.8. Covenants run with land: The covenants herein contained to be performed by the Owner shall be binding upon the Owner and the Owner's heirs, assigns and successors-in-interest, and shall be deemed to be covenants running with the land.

6.9. Publication of ordinance: The parties agree that until the date of publication of the annexation ordinance, no final annexation of Owner's Property shall occur. Upon proper execution and recordation of this Agreement, the City will, to the extent lawfully permitted, adopt and thereafter publish an ordinance annexing the Owner's Property.

6.10. Promise of cooperation: Should circumstances change, operational difficulties arise, or misunderstandings develop, the parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring a claim, initiate other legal action, or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement.

IN WITNESS WHEREOF, the City of Coeur d'Alene has caused this Agreement to be executed by its Mayor and City Clerk and its corporate seal affixed hereto, and Kootenai Youth Recreation Organization, Inc., has caused the same to be executed the day and year first above written.

CITY OF COEUR D'ALENE

KOOTENAI YOUTH RECREATION ORG.

By: _____
Steve Widmyer, Mayor

By: _____
Vince Hughes, President

ATTEST:

Renata McLeod, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 21st day of December, 2021, before me, a Notary Public, personally appeared **Steve Widmyer** and **Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of December, 2021, before me, a Notary Public, personally appeared **Vince Hughes, President of Kootenai Youth Recreation Organization, Inc.**, and acknowledged to me that such corporation executed the same.

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

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

ANNEXATION LEGAL DESCRIPTION TAX # 22705

PORTIONS OF THE WEST 1/2 OF THE WEST 1/2 OF LOTS 9 & 10, BLOCK 4, ORCHARD LANDS AS RECORDED IN PLAT BOOK B, PAGE 149, RECORDS OF KOOTENAI COUNTY AND A PORTION OF THE SE 1/4 SECTION 4, T50N, R4W, B.M., KOOTENAI COUNTY, IDAHO LYING BETWEEN THE RIGHTS OF WAY FOR INTERSTATE 90 AND U.S. HIGHWAY NO. 10 (SELTICE WAY) AND FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 4, THENCE N01°34'25"W A DISTANCE OF 827.36 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF OLD HWY NO. 10;

THENCE N01°34'41"W A DISTANCE OF 605.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF INTERSTATE 90;

THENCE S74°11'48"E ALONG SAID RIGHT OF WAY A DISTANCE OF 972.53 FEET;

THENCE CONTINUING ALONG SAID RIGHT OF WAY S59°27'03"E A DISTANCE OF 97.30 FEET TO A POINT OF NONTANGENT CURVE;

THENCE CONTINUING ALONG SAID RIGHT OF WAY AND AROUND A 23043.32' RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 00°10'03" AN ARC DISTANCE OF 67.40' A CHORD BEARING OF S74°15'50"E A DISTANCE OF 67.40 FEET TO THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE EASTERLY ALONG THE EXISTING CITY BOUNDARY A DISTANCE OF 72.87 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH HAVING A 23043.32 FEET AND A CENTRAL ANGLE OF 00° 10' 52" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 74° 26' 18" EAST 72.87 FEET;

THENCE EASTERLY A DISTANCE OF 542.30 FEET ALONG THE ARC OF SAID CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 23043.32 FEET AND A CENTRAL ANGLE OF 01° 20' 54" WITH A CHORD THAT BEARS SOUTH 75°12'11" EAST A DISTANCE OF 542.29 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE WEST 1/2 OF SAID LOTS 10 AND 11;

THENCE, LEAVING SAID RIGHT OF WAY AND ALONG SAID EAST LINE S01°06'04"E A DISTANCE OF 222.43 FEET TO A POINT;

THENCE LEAVING SAID EAST LINE S86°15'01"W A DISTANCE OF 266.83 FEET TO A POINT;

THENCE S03°44'59"E A DISTANCE OF 20.50 FEET TO A POINT;

THENCE S86°15'01"W A DISTANCE OF 197.66 FEET TO A POINT ON THE EXISTING CITY BOUNDARY;

THENCE ALONG SAID EXISTING CITY BOUNDARY N01°08'57"W A DISTANCE OF 77.99 FEET;

THENCE CONTINUING ALONG THE EXISTING CITY BOUNDARY NORTH 71° 30' 26" WEST, FOR A DISTANCE OF 135.87 FEET;

THENCE CONTINUING ALONG SAID EXISTING CITY BOUNDARY N01°08'57"W A DISTANCE OF 310.26 FEET TO THE TRUE POINT OF BEGINNING. SAID PARCEL BEING 4.183 ACRES MORE OR LESS.

END OF DESCRIPTION.

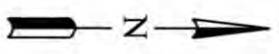
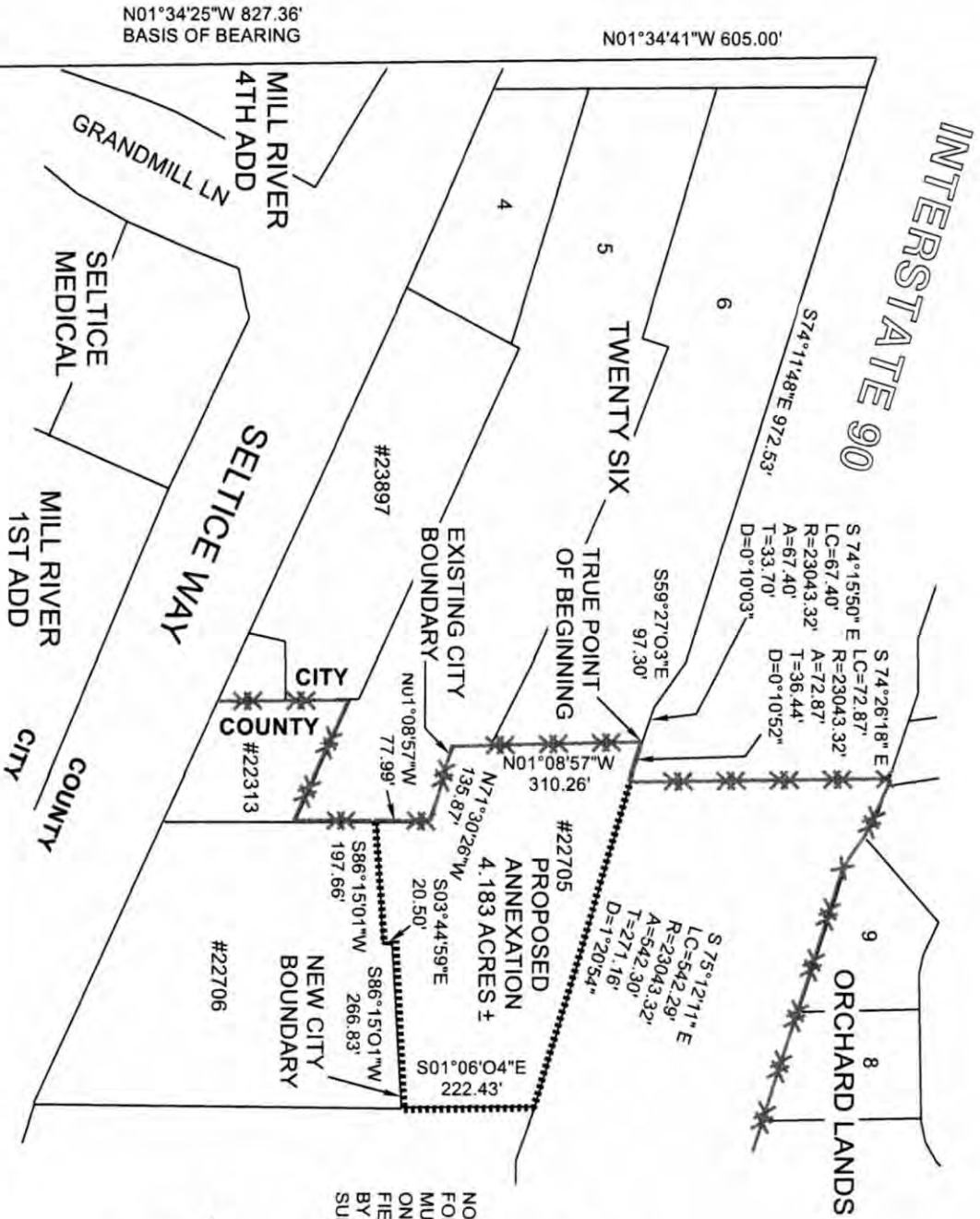


ANNEXATION TO THE CITY OF COEUR D'ALENE

A PORTION OF THE SE 1/4 OF SEC 4, T50N, R4W B.M.
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

CITY OF COEUR D'ALENE
ORDINANCE NO. _____

A-3-21



SCALE: 1" = 300'

NOTE: THIS MAP WAS PREPARED FOR THE PURPOSE OF ADJUSTING MUNICIPAL BOUNDARIES BASED ON RECORD INFORMATION. NO FIELD SURVEY WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION.



NORTH ENGINEERING AND SURVEYING, PLLC
P.O. BOX 2486
HAYDEN, ID 83835
SHEET 1 OF 1
DATE 9/2/21

**COEUR D'ALENE CITY COUNCIL
FINDINGS AND ORDER**

A. INTRODUCTION

This matter having come before the City Council on September 21, 2021 and there being present a person requesting approval of ITEM A-3-21, a request for zoning prior to annexation from County Commercial to City C-17.

APPLICANT: KOOTENAI YOUTH RECREATION ORGANIZATION

LOCATION: 3525 W SELTICE WAY

**B. FINDINGS: JUSTIFICATION FOR THE DECISION/CRITERIA, STANDARDS AND FACTS RELIED UPON
(The City Council may adopt Items B1 to B7.)**

- B1. That the existing land uses are Commercial and Residential.
- B2. That the Comprehensive Plan Map designation is Spokane River area.
- B3. That the zoning is County Commercial.
- B4. That the notice of public hearing was published on September 3, 2021, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on September 4, 2021, which fulfills the proper legal requirement.
- B6. That notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property.
- B7. That public testimony was heard on September 21, 2021.

B8. That this proposal is in conformance with the Comprehensive Plan policies as follows:

Objective 1.11 Community Design:

Employ current design standards for development that pay close attention to context, sustainability, urban design, and pedestrian access and usability throughout the city.

Objective 1.12 Community Design:

Support the enhancement of existing urbanized areas and discourage sprawl

Goal #2: Economic Environment

Our Comprehensive Plan preserves the city's quality workplaces and policies, and promotes opportunities for economic growth.

B9. That public facilities and utilities are available and adequate for the proposed use. This is based on there is a dry sewer line and water is available and the "Doughnut Hole" effect will be filled.

B10. That the physical characteristics of the site do make it suitable for the request at this time because this request was planned 20 years ago.

B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, or existing land uses because there is access to all directions including the south and is an excellent location for this facility.

C. ORDER: CONCLUSION AND DECISION

The City Council, pursuant to the aforementioned, finds that the request of Kootenai Youth Recreation Organization for zoning prior to annexation as described in the application should be approved.

Suggested provisions for inclusion in an Annexation Agreement are as follows:

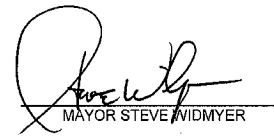
1. Sewer Policy# 716 requires only one appropriately sized service lateral will be allowed to serve each legally recognized parcel (lot). "One Lot...One Lateral". Installation of "extra" sewer service laterals for future use on any singular parcel is prohibited.
2. Appropriate Sewer Cap Fees will be Due at time of Building Permits.
3. The public trail connection and trailhead parking for the Centennial Trail must be preserved as part of the requested annexation and proposed expansion of the Ice Arena.
4. The applicant is being requested to provide copies of any shared access easement(s) and parking agreement(s) with adjacent properties to provide proof of access and detail any parking obligations or overflow parking areas.

ROLL CALL:

Council Member Gookin	Voted Yes
Council Member English	Voted Yes
Council Member Evans	Voted Yes
Council Member Wood	Voted Yes
Council Member Miller	Voted Yes

Council Member McEvers was absent.

Motion to approve carried by a 5 to 0 vote.



MAYOR STEVE WIDMYER

ORDINANCE NO. _____
COUNCIL BILL NO. 21-1026

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 4, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED AS C-17, COMMERCIAL AT SEVENTEEN UNITS PER GROSS ACRE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after public hearing, the City Council finds it to be in the best interests of the City of Coeur d'Alene and the citizens thereof that said property be annexed.

NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Coeur d'Alene, Kootenai County, Idaho:

SECTION 1. That the property as set forth in Exhibit "A," attached hereto and incorporated herein, contiguous and adjacent to the City of Coeur d'Alene, Kootenai County, Idaho, be and the same is hereby annexed to and declared to be a part of the City of Coeur d'Alene, Kootenai County, Idaho, and the same is hereby zoned as C-17, Commercial at seventeen (17) units per gross acre.

SECTION 2. That the Zoning Act of the City of Coeur d'Alene, known as Ordinance No. 1691, Ordinances of the City of Coeur d'Alene, be and the same is hereby amended as set forth in the preceding section hereof.

SECTION 3. That the Planning Director be and he is hereby instructed to make such change and amendment on the official Zoning Map of the City of Coeur d'Alene.

SECTION 4. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 5. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on December 21st, 2021.

APPROVED by the Mayor this 21st day of December, 2021.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
A-3-21 Kootenai Youth Recreation Organization, Inc.
3525 W. Seltice Way

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 4, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED AS C-17, COMMERCIAL AT SEVENTEEN UNITS PER GROSS ACRE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Michael C. Gridley, am City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, A-3-21 Kootenai Youth Recreation Organization, Inc. - 3525 W. Seltice Way, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 21st day of December, 2021.

Michael C. Gridley, City Attorney

ANNEXATION LEGAL DESCRIPTION TAX # 22705

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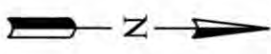
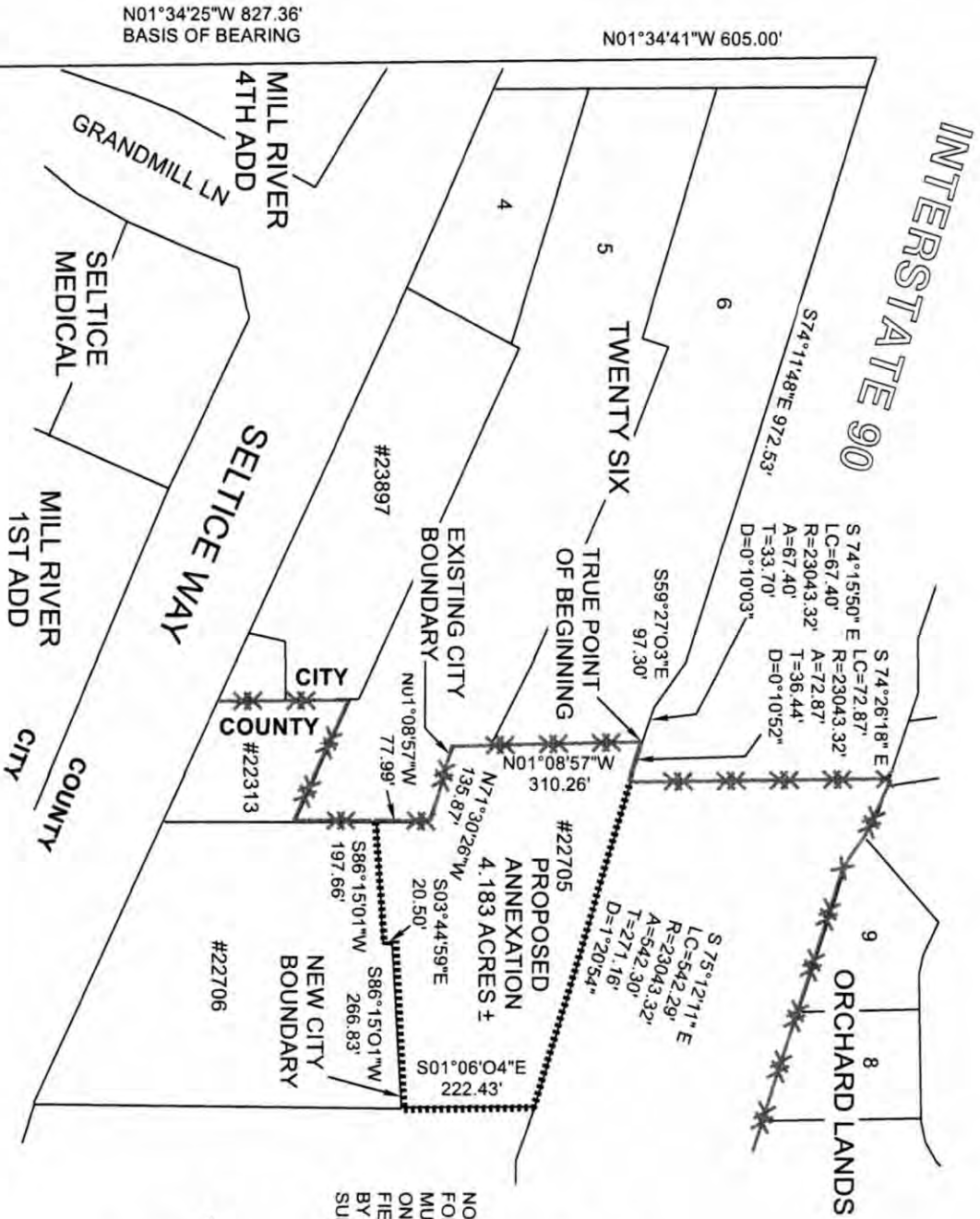


ANNEXATION TO THE CITY OF COEUR D'ALENE

A PORTION OF THE SE 1/4 OF SEC 4, T50N, R4W B.M.
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

CITY OF COEUR D'ALENE
ORDINANCE NO. _____

Exhibit "A"



SCALE: 1" = 300'

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P.O. BOX 2486
HAYDEN, ID 83835
SHEET 1 OF 1
DATE 9/2/21