

WELCOME

To a Regular Meeting of the
Coeur d'Alene City Council
Held in the Library Community Room,
located at 702 Front Avenue at 6:00 P.M.

AGENDA

VISION STATEMENT

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

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

December 3, 2024

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Amanda Nicol: Community United Methodist Church of Coeur d'Alene

C. PLEDGE OF ALLEGIANCE: Lead by Girl Scout Troop 2121

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

E. PRESENTATION:

- 1. **Proclamation** – October 11, 2024 as International Day of the Girl

Accepted by: Brian Newberry

- 2. **Presentation** – Downtown Association Farmer’s Market Summary

Presented by: Renata McLeod, Municipal Services Director

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

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

G. ANNOUNCEMENTS:

1. City Council
2. Mayor – Appointment of Sarah Garcia to the Ignite CDA Board and Tracey Benson to the Arts 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 November 19, 2024, Council Meeting.
2. Approval of Minutes from the November 12, 2024 and November 25, 2024 General Services/Public Works Committee Meetings.
3. Setting of the General Services/Public Works Committee Meeting at Noon on December 9, 2024.
4. Setting of public hearings for **December 17, 2024:**
 - a. (QUASI JUDICIAL) A-2-24 – Annexation request by JBR Landholdings for a 2.12-acre parcel from County Agriculture Suburban to City residential R-12 (residential at 12 units per acre); location: 3415 N. 15th Street.
 - b. (QUASI JUDICIAL) BR-1-24 - Lamar Advertising of Spokane is requesting relocation and digitization of a two-sided 300 square foot v-build billboard; current location is 1621 Northwest Boulevard to be removed and relocated to 3119 N. 2nd Street, while addressed off of 2nd Street, the billboard would be adjacent to Government Way.
5. Approval of Bills as Submitted.
6. Approval of **Resolution No. 24-094** -
 - a. Approval of the destruction of Building Department records, temporary certificate of occupancy agreements prior to December 2022
Pursuant to the Records Retention Schedule approved by Res. 23-055
 - b. Approval of Coeur d'Alene Place 38th Addition: Final Plat, Acceptance of Improvements, Maintenance/Warranty Agreement, Landscape Work Agreement and Securities [S-1-18]
 - c. Approval of Full Circle Tracts: Acceptance of Improvements, Maintenance/Warranty Agreement and Security [SS-23-11]
As Recommended by the City Engineer
 - d. Agreement Approval of a Professional Service Agreement with J-U-B Engineers, Inc., for professional engineering services for the 2024/2025 Wastewater Collection System Capital Improvement Projects at a cost of \$260,200.00
 - e. Agreement with J-U-B Engineers, Inc., for Ramsey Road Signal Upgrades
 - f. Agreement between the City of Coeur d'Alene and American Legion Baseball for the use of Thorco Field at Ramsey Park
As Recommended by the General Services/Public Works Committee

I. OTHER BUSINESS:

1. **Resolution No. 24-095** - Approval of the purchase of Armorcast meter boxes from, H. D. Fowler Company in the amount of \$85,378.00 for the Water Department's Annual Maintenance and Meter Pit Upgrades.

Staff Report by: Glen Poelstra, Water Assistant Director

2. **Resolution No. 24-096** – Approval of the purchase and installation of a Miox Chlorine Generation Unit from, Filtration Technologies, in the amount of \$124,725.00, to be installed at Ralph Capaul Well.

Staff Report by: Glen Poelstra, Water Assistant Director

J. PUBLIC HEARING:

Please feel free to sign up in advance of the meeting to testify at <https://www.cdaid.org/signinpublic/Signinformlist> prior to 3:00 p.m. the day of the hearing.

1. (Legislative) - Community Development Block Grant (CDBG) Plan Year 2023, Year End Consolidated Annual Performance and Evaluation Report (CAPER).

Staff Report by: Sherrie Badertscher, CDBG Specialist

K. ADJOURNMENT

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

Coeur d'Alene

CITY COUNCIL MEETING

December 3, 2024

MEMBERS OF THE CITY COUNCIL:

Woody McEvers, Mayor

Council Members English, Evans, Gabriel, Gookin, Miller, Wood

PRESENTATIONS

PROCLAMATION

WHEREAS, October 11, 2024 marks twelve years since the United Nations adopted Resolution 66/170 to declare October 11 as the International Day of the Girl, to recognize girl's rights and the unique challenges girls face around the world; and

WHEREAS, as the world's premier leadership development organization for girls, Girl Scouts has emphasized public service, civic engagement, and fostering a sense of community in girls for over a century; and

WHEREAS, in these incredibly challenging times, Girl Scouts provides community and connection for girls, and is a safe haven in all the uncertainty, and celebrates our biggest year ever of camp in our iconic Idaho resident camp; and

WHEREAS, despite a worldwide pandemic, Girl Scouts in this Council adapted and overcame to grow to 4,200 girls last month, the most since 2013 and vow to continue growing to provide girls optimism and adventure; and

WHEREAS, Girl Scouts offers 21st century programming in science, technology, engineering, and math (STEM); the outdoors; entrepreneurship; and beyond, helping girls develop invaluable life skills; and

WHEREAS, the International Day of the Girl focuses attention on the need to address the challenges girls face and to promote girls' empowerment and the fulfillment of their human rights; and

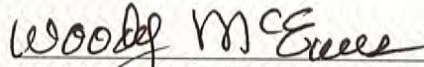
WHEREAS, on the 12th anniversary of celebrating the specialness of Girls, we are reminded more than 50 million women are Girl Scout alums as role models to the 1.1 million Girl Scouts and we recognize and honor the 1.1 billion girls across the globe who make the world a better place.

NOW, THEREFORE, I Woody McEvers, Mayor of the City of Coeur d'Alene, Idaho, do hereby proclaim October 11th, 2024 as

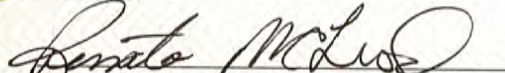
"INTERNATIONAL DAY OF THE GIRL"

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d'Alene to be affixed this September 24, 2024.




Woody McEvers, Mayor

ATTEST:


Renata McLeod, City Clerk

**CITY COUNCIL
STAFF REPORT**

DATE: December 3, 2024

FROM: Renata McLeod, Municipal Services Director

SUBJECT: Pilot Project proposal from the Downtown Association for the Farmers Market- Summary

HISTORY: At the August 20, 2024 Council meeting, the Council requested staff to prepare a method for a pilot project to allow open container within the downtown farmer’s market area for the remainder of the 2024 season. The market takes place every Wednesday between 4:00 and 7:00 p.m. on 5th Street from Front to Lakeside Avenues. Sherman Avenue is left open to vehicular traffic during this time.

The Downtown Association (DTA) has supplied a summary of the pilot program and vendor feedback, attached as Exhibit “A.” Within that document they provided photos of the event and provided a narrative of each of the events including set up and any changes requested by the City. They noted the large amount of set up time, the hiring of additional security and the need for customers to finish alcoholic beverages before crossing Sherman Avenue as downsides to the program. However, no law enforcement incidents occurred as a positive point.

The DTA summary noted that while containing the area is feasible, the added expenses and modification of the nature of the event, make it less appealing for the DTA to pursue another request on 5th Street. However, they also mentioned to staff they may consider another request for a different event/location in the future.

To reiterate there are several Code sections that regulate the consumption of alcohol (including beer and wine) in the City limits. Over the years, Council has added exemptions to the general prohibition of consumption of alcoholic beverages outside licensed establishments. The exemptions include permitted use of alcohol in gazebos and amphitheaters within certain parks, outdoor eating permits on City sidewalks adjacent to restaurants, Library fundraisers, wine tastings within special event permit areas, via a catering permit, and on non-motorized recreational vehicles as permitted by the City. However, the City has never allowed open containers City-wide.

Specifically, Municipal Code § 4.25.030 states that “No person shall possess any container, whether open or not, containing any beer, wine or other alcoholic beverage on any City owned, leased or maintained beach, natural area, park, parking facility, playground or play field.” This section specifically allows for permits for alcohol at the Riverstone Park gazebo and amphitheater, Jewett House, City Park and McEuen Park.

Municipal Code § 5.08.160 states that “No person shall consume any beer, wine or other alcoholic beverage or possess an open container of or containing any beer, wine or other

alcoholic beverage on any public property, including public streets and alleys, within the City, or at any other place in the City, including any motor vehicle moving or stationary” with 10 exceptions, two of which are protected under State law (allowance at a private residence and licensed establishments). A third exception allows for testing and research at a certified forensic lab, although there are no such labs within the City. The other 7 exceptions concern law enforcement training, indoors at a private business serving free of charge, on a public sidewalk/right-of-way in conjunction with an outdoor eating permit, on a permitted non-motorized recreation vehicle, inside the Library for Library Foundation fundraising purposes, 1-½ ounce wine tastings at approved special event, and the generic phrase of “as otherwise permitted by this Code.” Otherwise, open containers on City properties/rights-of-way are not allowed.



Open Container Pilot Program Summary

About Pilot Program:

The Coeur d'Alene Downtown Association (DTA) made a request to the City to consider an exemption to the Code that would allow open containers for participants at the Farmer's Market that takes place every Wednesday from May through September between 4:00 pm and 7:00 pm on 5th Street from Front to Lakeside Avenues with Front Street, Sherman Avenue and Lakeside Avenue remaining open to vehicular traffic.

DTA staff worked with City staff and council members to create a pilot program to evaluate the feasibility and impact of allowing open containers of beer and wine in a controlled environment during the 5th Street Farmers Market. In an effort to establish a pilot format, research was done on other communities that have exemptions for events to have open containers. The group focused on Moscow, Idaho Falls and Boise. The CDA PD and DTA contacted their respective counter agencies in the other communities to gain insight to understand how they handle and enforce these policies. Findings indicated differing perspectives between downtown associations and police departments on the impact of the open container exemptions in their communities. Downtown associations generally reported positive experiences, noting that the exemptions were beneficial and well-received, while police departments expressed concerns, citing challenges in implementation and enforcement.

DTA Staff submitted the pilot proposal on June 28, 2024, which was then brought before Council at the August 12, 2024, meeting. This was approved by the Council, however a formal resolution had to go before Council at the following meeting on September 3, 2024, before the program could be implemented. The resolution was approved at the September 3 meeting.

After the pilot resolution was approved DTA staff worked quickly to implement the program, allowing for a full four-week trial of on-site alcohol consumption at the market. This required installing fencing, providing security during market hours, and introducing wrist banding for those of age, identifiable cups, and defined boundaries for alcohol consumption. Taking place weekly on Wednesdays between September 4 - September 25, the pilot permitted patrons twenty-one and older to legally purchase, carry, and consume alcoholic beverages within a designated area in branded cups to enhance the market experience and support local businesses. The designated drinking area was monitored with safety regulations to ensure a positive experience.

This trial provided valuable insights into the potential benefits and challenges of allowing open containers in the Downtown Coeur d'Alene corridor for special events in the hope that this could be expanded to other downtown events.

Pilot 1 September 4, 2024

DTA staff began set up Wednesday morning, receiving delivery of metal crowd control barricades staged along 5th street before market set up. Market set up begins at 1:30pm, staff began placing barricades at 2:30pm to ensure vendors could set up and have vehicles removed from the street. Barricades were used to create entry & exit points, at which security was placed with signage to inform attendees of the pilot rules. The back of vendor booths were also used as the physical boundary.



There were two alcohol vendor tents set up on the North and South sides of Sherman Avenue, where patrons could purchase a beverage in a branded cup.



Staff broke down fencing at 7:30pm, after the end of Market and moved barricades to storage for the remaining pilot markets.

Pilot 2, September 11, 2024

Operations were done the same way as week one.

Pilot 3, September 18, 2024

PD requested to increase the amount of fencing to create an enclosed perimeter around the market, as there was concern regarding patrons exiting the permitted drinking area through open backed booths. PD offered for DTA to carry out the pilot as the same as week one and two but noted that it would not be permissible in the peak season of the market. DTA wanted to carry out the pilot in a way that would be permissible during the peak season of the Market, so staff attempted to add snow fencing to the back of the booths and additional metal fencing. It was clear during set-up that it would create a bottleneck and pose ingress/egress safety issues, especially if a threat to safety event occurred. Additionally, it was extremely labor intensive to implement. Emily Boyd contacted Captain Hagar regarding the concerns, and it was agreed upon to carry out the Pilot similar to weeks one and two. Despite the modifications, this Market did have a significant amount more of fencing compared to weeks one and two.

Pilot 4, September 25, 2024

Operations were done the same way as week one and two. The market closed early at approximately 5:30 pm due to the weather.

Safety

Northern States Security submitted weekly reports with no incidents, only the education of attendees of the new pilot program rules - confirming a safe environment throughout the program. Staff worked closely with local police, responding quickly to any concerns, and addressing issues promptly to ensure smooth operations. Through on-site discussions with patrol officers, there were no concerns voiced.

Vendors, security, and DTA staff observed that the restriction on crossing Sherman Avenue with beverages led patrons to quickly finish their drinks, creating an atmosphere that was not aligned with the intended relaxed, casual environment.

Financial

The admin coordination around obtaining alcohol catering permits weekly, plus the additional expenses of additional security and fencing contributed to an extensive cost to DTA. Adding alcohol did not generate additional income directly to the Market, though it adds value to the attendee experience. Under the current requirements for security, fencing and labor, it is financially unfeasible for DTA to continue.

Expenses		
Security	\$1,174.50	\$432 p/week
Fencing	\$570.28	Monthly rental and delivery
Labor	\$1,780.00	First week labor for alcohol tent due to short approval turnaround. Additional staff hours total = 60
Event Supplies	\$154.40	Cups, Stickers, Wristbands
Total	\$2,059.18	

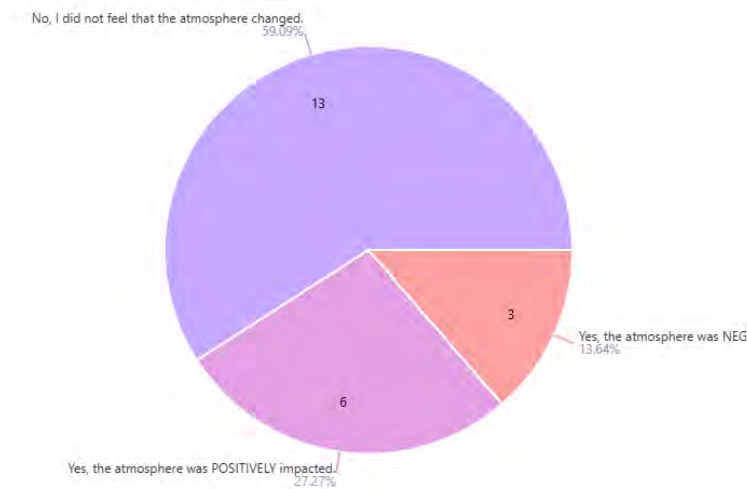
Pilot Alcohol Sales		
Week 1	\$186	*No Marketing – soft pilot launch
Week 2	\$646	
Week 3	\$508	
Week 4	\$100	Markets closed at 5:30pm due to weather conditions.
Total	\$1,440	

Vendor Survey Findings

Vendors that attended the Pilot Markets were surveyed. Many noted that the addition of alcohol enhanced the market atmosphere, aside from the inability to cross Sherman Avenue creating more of a beer garden atmosphere and splitting the event in two.

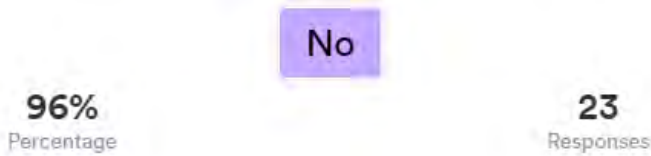
Did the atmosphere or energy of the market change during the pilot program compared to the rest of the season?

- 59% of survey respondents stated that they did not feel that the atmosphere changed during the pilot period.



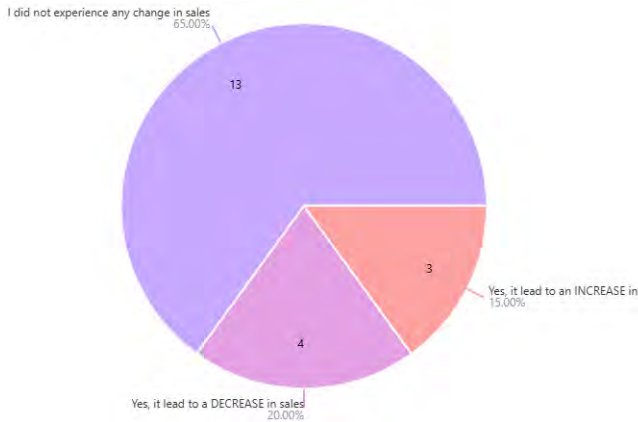
Did you observe any issues with customer behavior that may have been influenced by the Open Container Pilot?

- 96% of survey respondents noted no issues with customer behavior that may have been influenced by the pilot.



Did the Pilot program lead to an increase or decrease in your sales during this season's market?

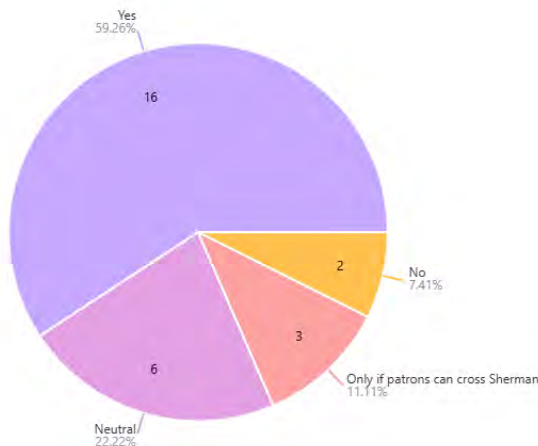
- 80% of survey respondents saw either an increase or no change to their sales during the pilot program.



Would you support the continuation of the Open Container Policy?

Note: This survey question was asked to all vendors that participated in the 2024 season.

- 59% of survey respondents would support the open container policy with a further 11% supporting the policy with changes that allow patrons to cross Sherman Avenue.



Vendor Comments:

- “The issue is people not being able to move from either end of the market and are essentially trapped with their beverage only shopping one end of the market. I think that this will limit sales as people don’t end up visiting both ends across Sherman.”
- “Overall, a positive experience - The other markets I participate in with open container allowance attract cool breweries and wineries that would thrive at the 5th St Market. I have not observed any issues at the other markets that allow the sale of local alcoholic beverages, and would be surprised if 5th street were the exception”
- “The ability for patrons to cross the street with the open container is a must. Many times, someone would have already looked at the side of the market we were on, purchase a beverage, and then be stuck unable to cross to the other side. I know it's based on the permit guidelines, but even if the guards informed them that would have to stay in the market once across the street (or come back) and that if they didn't they may be liable for a fine, then the ownness would be on the patrons for violations. Just a thought.”
- “Most only bought a pint. Nobody was over doing it.”

Summary

The intent behind allowing open containers at the 5th Street Farmers Market was to create a relaxed, enjoyable atmosphere that would enhance the attendee experience, support local commerce, and establish a model for permitting alcohol at events throughout the downtown corridor.

While it was agreed that an open container model is possible on 5th Street, it lacks the infrastructure needed to make it practical for the DTA. The requirement to enclose the area with fencing and provide security increased costs for labor, fencing, and security and altered the existing free flowing feel of the market. Although containing the area is feasible, these added expenses and modification of the nature of the event, make it less appealing for the DTA to pursue on 5th Street.

At the debrief meeting, City and DTA Staff members agreed that other areas downtown would provide more suitable infrastructure to support this concept. Existing infrastructure will reduce labor and fencing needs and create a more natural flow, making it a more attractive option. It was observed that the infrastructure in other cities may have played a role in the discrepancy of information reported by the PD and Downtown Associations in Moscow, Idaho Falls and Boise.

This pilot provided valuable insights on the concept of an open container exemption for events, and it is believed it can be executed while maintaining a safe and family friendly environment in Downtown Coeur d’Alene.

ANNOUNCEMENTS

MEMO TO COUNCIL

DATE: NOVEMBER 7, 2024

RE: APPOINTMENT TO BOARDS/COMMISSIONS/COMMITTEES

The following appointment is presented for your consideration for the December 3, 2024, Council Meeting:

SARAH GARCIA IGNITE CDA BOARD (Reappointment)

A copy of her Professional Data Sheet is attached, for your reference.

Sincerely,

Jo Anne Mateski
Executive Assistant

cc : Renata McLeod, City Clerk
 Tony Berns, Ignite CDA Liaison

MEMO TO COUNCIL

DATE: NOVEMBER 26, 2024

RE: APPOINTMENT TO BOARDS/COMMISSIONS/COMMITTEES

The following appointment is presented for your consideration for December 3, 2024, Council meeting:

TRACEY BENSON

ARTS COMMISSION (Appointment)

A copy of her Professional Data Sheet is attached, for your reference.

Sincerely,

Jo Anne Mateski
Executive Assistant

cc : Renata McLeod, City Clerk
Troy Tymesen, Arts 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

November 19, 2024

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room on November 19, 2024, at 6:00 p.m., there being present the following members:

Woody McEvers, Mayor

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

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

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

PRESENTATIONS:

CDA PulsePoint Mobile App: Deputy Fire Marshall Craig Etherton stated that PulsePoint is a 501(c)(3) public non-profit foundation responsible for PulsePoint Respond, an app and ecosystem that alerts citizens and off-duty public safety professionals to the nearby need for Cardiopulmonary Resuscitation (CPR). PulsePoint also provides an emergency automated external defibrillators (AED) registry designed to mobilize AEDs during cardiac arrest events. A person who knows how to administer CPR will have to download the app and sign-up. The app will alert the person if there is a cardiac arrest situation in public places and will show him if there are AEDs nearby. Mr. Etherton mentioned that the American Heart Association policy statement suggests that the location of all AEDs in a community be known to the local emergency dispatch through the development of national, regional, or local AED registries. The AED location and status information be current and accessible to emergency dispatchers and available to AED-locating systems such as mobile device apps. There is no charge to use any aspect of the PulsePoint registry. It is a public, non-profit organization providing the app and hosted AED registry free of charge as part of its core mission to improve cardiac arrest survival. He encouraged the public to download the PulsePoint Respond and PulsePoint AED apps. It will also provide information on fire incidents and car accidents. Fire EMS Officer Steven Jones shared that since its implementation in October, they have recorded at least 12 cardiac arrests within the county where off-duty people have responded. He stressed how early bystander CPR, and early defibrillation can save lives. He explained that the PulsePoint program is a Kootenai County-wide program with 11 partner agencies with each jurisdiction managing their own software. He explained that the general public responders will be notified of the address only if the incident is in a public place; however, if the

incident is on a private residence, the city's professional responders will be the one notified of the address.

Councilmember English asked if there is any grant assistance available for those wanting to buy AEDs with Mr. Jones responding that there are possible options that they can discuss with him such as what local organizations have done to generate the funds needed. Councilmember Gabriel inquired as to how many people have signed-up in the app, with Mr. Jones stating that they are getting the data on the Idaho area and will share the updated map to Council once available. Mayor McEvers asked if the information on the website and app on the phone are the same, and what is the lifespan of an AED. Mr. Jones explained that it's the same information posted on the website and the app. The AED pads expire every couple of years and the AED battery's lifespan is 10-15 years. The Fire Department will provide assistance on replacement of pads and occasionally assist with AED batteries for city buildings.

National Nurse Practitioner Week Proclamation: Councilmember Evans read the Proclamation declaring November 10-16, 2024 as National Nurse Practitioner Week.

National Apprenticeship Week: Councilmember Gabriel read the Proclamation declaring November 17-23, 2024 as National Apprenticeship Week. Brenda Hamilton, NIC Workforce Training Apprenticeship Manager, accepted the Proclamation. In her presentation to Council, she enumerated the different apprenticeship trainings that they offer such as electrical, plumbing, HVAC, construction, heavy equipment operator, medical assistant, dental assistant, and healthcare pathway/CNA. She stated that their apprenticeships are Idaho DOPL approved, federally registered apprenticeship RAPIDS/RAP, and VA approved. Ms. Hamilton explained that apprenticeship is a time-honored method of instruction and work experience that leads to certification. The apprentice is able to earn money while learning with 144 hours of Related Instruction (RI) and 2000 hours of paid on-the-job training in traditional industries such as construction and manufacturing; and non-traditional such as healthcare and teacher training.

Councilmember Wood congratulated the new NIC Trustees and commented that she is looking forward to continuing the tradition of the City of Coeur d'Alene having a good relationship with NIC and sharing resources. She asked what the city can do to help the NIC Workforce Training Center. Colby Matilla, NIC Workforce Training Executive Director, asked the Council to refer anyone who would like to take apprenticeship training. Ms. Hamilton asked businesses to partner with them for apprenticeship training. Mayor McEvers inquired about training in food preparation with Ms. Hamilton explaining that the NIC main campus has a culinary arts program and just this fall, rolled out a for credit apprenticeship program. She explained that the NIC Workforce Training Center is non-credit, but they partner with the NIC main campus.

PUBLIC COMMENTS:

Walter Burns, Coeur d'Alene, asked Council to approved Council Bill 24-1019 creating a demolition review process for historic buildings and structures that were built prior to 1960. He stated that the Historic Preservation Commission (HPC) has worked closely with city staff in developing this ordinance to protect the city's historic resources and district character without infringing the owners' property rights.

Jeanette Laster, Coeur d'Alene, stated that she believes there is a the lack of proper signage at the intersection of Northwest Boulevard and Fort Grounds Drive. She mentioned that she often sees a wrong way driver turning left from Northwest Boulevard to the entrance of Government Way. She suggested putting up a "wrong way" signage. Mayor McEvers asked Mr. Tymesen to look into this concern.

ANNOUNCEMENTS:

Councilmember Evans announced that the Arts Commission is looking for volunteers to serve on the Commission. She asked interested citizens to check on the city website regarding application details.

Councilmember Wood stated that the Parks and Recreation Commission had a meeting last night and encouraged Council to read the minutes of meeting to learn about the items discussed. She brought up the process on filling positions that Council has approved. She stated that this week, there were two new IT positions that was posted with lack of background information provided to Council. While she understands that the other IT position is for police and fire, she asked for more information about the IT position under Municipal Services (MS). Mayor McEvers stated that the matter will be discussed after the meeting. Councilmember Gookin made a motion that the question be brought forward, as it should be answered during the meeting for transparency. Mr. Tymesen explained that the advertised MS IT position has been approved by Council and has been in the budget for the past two years. He stated that filling the position was held since then in order for the city to have a balance fund. Mr. Tymesen clarified that the MS IT position was held due to financing and at the same time, there was no IT Network Administrator that would oversee IT which should be an integral part to hiring an IT Tech. He met with the Police Chief and the Municipal Services Director to discuss options regarding their requested IT positions. The discussion revolved on having the said IT position from the General Fund and use it for other purposes than the Police Department. In the end, it was decided to fill two IT Technician positions: one for MS and one for PD and Fire Department. Councilmember Wood stated that while she agrees to having these new IT positions; however, she said that the discussion to fill these positions never came back to Council. Mr. Tymesen said that the said positions were discussed during the budget process, approved by Council, and already included in the financial plan, which is when the positions were fully disclosed to Council. Before those positions came forward in budget meetings, there are discussions held with Directors and negotiations considering the city's best interest given the limited funding available. Councilmember Gookin stated that the process should have been an information item and Council should be kept in the loop. Mr. Tymesen stated that he would have appreciated the courtesy to be asked by any Councilmember regarding the process. Councilmember English said that both IT positions are important positions, and the Council should allow the City Administrator to be the Administrator. He mentioned about looking at the hospital district to generate funding for the city.

Mayor McEvers requested the appointments of Beth Ann Fuller, Kim Torgerson, and Susie Freligh to the Childcare Commission; Michael Pereira to the Design Review Commission; and Stephen Sheperd to the Historic Preservation Commission

MOTION: Motion by Wood, seconded by Evans to appoint Beth Ann Fuller, Kim Torgerson and Susie Freleigh to the Childcare Commission; Michael Pereira to the Design Review Commission; and Stephen Sheperd to the Historic Preservation Commission.

DISCUSSION: Councilmember English stated that he knows these people and they are highly qualified to volunteer and serve the city. He said that he appreciates citizens who are willing to serve the city.

Motion carried.

CONSENT CALENDAR:

1. Approval of Council Minutes for the November 5, 2024 Council Meeting.
2. Setting of the November 25, 2024 General Services/Public Works Committee Meeting.
3. Setting a public hearing:
 - a. **December 3, 2024** Community Development Block Grant (CDBG) Plan Year 2023 Consolidated Annual Performance and Evaluation Report (CAPER)
 - b. **December 17, 2024** – V-24-02 – Vacation of alley; known as a Portion of Block 15, Coeur d’Alene and Kings Addition
4. Approval of Bills as Submitted.
5. Approval of Financial Report.
6. Approval of **Resolution No. 24-092** - A RESOLUTION OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO APPROVING THE DESTRUCTION OF CITY RECORDS RETAINED BY THE LIBRARY, AND THE MUNICIPAL SERVICES AND PLANNING DEPARTMENTS; APPROVING THE PURCHASE OF 2 GMC TRUCKS FOR THE WATER DEPARTMENT; APPROVING THE FINAL PLAT, ACCEPTING IMPROVEMENTS, AND APPROVING A MAINTENANCE/WARRANTY AGREEMENT AND SECURITY FOR VISTA MEADOWS 2ND ADDITION; APPROVING AMENDMENTS TO RULE 10, SECTIONS 7 AND 8, OF THE CIVIL SERVICE RULES; APPROVING CHANGE ORDER NO. 4 FOR THE 2024 OPEN TRENCH SEWER LINE PROJECT; AND ACCEPTING A UTILITY EASEMENT FOR A WATER LINE AT 3249 BARN CT.

MOTION: Motion by Evans, seconded by Gabriel to approve the Consent Calendar as presented, including **Resolution No. 24-092**.

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

RESOLUTION NO. 24-093

A RESOLUTION OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE PURCHASE OF A 2024 TYMCO MODEL 600 SWEEPER AND CAB, WITH OPTIONS, FOR THE DRAINAGE UTILITY IN AN AMOUNT NOT TO EXCEED \$349,645.00 FROM PACWEST MACHINERY THROUGH THE SOURCEWELL COOPERATIVE PURCHASING PROGRAM.

STAFF REPORT: Streets and Engineering Director Todd Feusier provided an update on the on-going Leaf Fest program stating that today, 117 loads were hauled to the Streets shop. As of today, the crew hauled a total of 705 loads of leaves. Last year at the time there was a total of 799 loads, which shows that there are a lot of leaves this year. The sweepers will finish tomorrow at Indian Meadows and start in Northshire, in an effort to keep up with the schedule. Mr. Feusier explained that there are a lot of factors affecting how fast they go such as cool temperatures in the morning, which put the sweepers two hours behind because the moisture and ice on the road causes the leaves to turn into big popsicles and makes it difficult to empty. He added that they ask residents to get their leaves out since they cannot guarantee on a fixed schedule when the crew will be on their neighborhood due to breakdowns and garbage days. He added that they intend to complete the leaf pick-up before the Thanksgiving holiday.

Mr. Feusier stated that it is about time to replace one of the sweepers that they use for leaf fest and requested Council to approve the purchase of one (1) 2024 Tymco Model 600 Sweeper and Cab for the Drainage Utility in the amount of \$349,645.00 from PacWest Machinery through the Sourcewell cooperative purchasing program. He explained that street sweeping can effectively remove a large percentage of pollutants from streets which would otherwise contribute to stormwater runoff and potentially clog storm drains and pipes. Street Sweeping is recognized as an effective management practice in stormwater pollution prevention. Sweepers are critical tools that the Drainage Utility employs to prevent and reduce pollutants in the city's stormwater runoff and reduce street flooding issues. Mr. Feusier pointed out that the Sourcewell quote is based on a competitive solicitation process and offered to members. Sourcewell has previously been approved by Council for such purchases, as required by Idaho Code § 67-2807.

DISCUSSION: Councilmember Evans inquired if this is included in the financial plan with Mr. Feusier replying that \$375,000 was budgeted for the purchase of sweeper.

MOTION: Motion by Gookin, seconded by English to approve **Resolution No. 24-093;** Approving of the purchase of a 2024 TYMCO Model 600 Sweeper and Cab, through the Sourcewell cooperative purchasing program, in the amount of \$349,645.00 from PacWest Machinery for the Drainage Utility.

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

COUNCIL BILL NO. 24-1019

AN ORDINANCE PROVIDING FOR AN AMENDMENT TO COEUR D'ALENE MUNICIPAL CODE § 2.85.020; PROVIDING FOR THE ADOPTION OF A NEW SECTION OF THE COEUR D'ALENE MUNICIPAL CODE, § 2.85.055, DEMOLITION REVIEW PROCESS FOR HISTORIC BUILDINGS; PROVIDING FOR THE ADOPTION OF A NEW SECTION OF THE COEUR D'ALENE MUNICIPAL CODE, § 15.08.077, DEMOLITION REVIEW PROCESS FOR HISTORIC BUILDINGS; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THE ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF

STAFF REPORT: Community Planning Director Hilary Patterson proposed the adoption of a new section of the Municipal Code § 2.85.055 within the Historic Preservation Code creating a demolition review process for historic buildings and structures that were built prior to 1960. She recalled that the Historic Preservation Code was adopted in 2019 and thereby created the Historic Preservation Commission (HPC). The Historic Preservation Plan was adopted in 2021. At the June 18, 2024 meeting, Council adopted a temporary moratorium in response to community outcry about the loss and potential loss of historic properties that define the character of Coeur d'Alene. The moratorium applies to demolition and moving permits, and building permits for significant exterior alterations, for buildings (excluding residential) located in the Downtown Core Zoning District and the Downtown Overlay Northside and Downtown Overlay Eastside districts, and buildings listed in the National Register of Historic Places. The moratorium will expire on December 17, 2024. Recently, the HPC requested that staff work on a demolition review process for historic buildings that were constructed prior to 1960. The Community Planning Director, Building Official and City Attorney worked on a process that is outlined in the draft ordinance.

Ms. Patterson explained that the ordinance aims is to establish a review process whenever the owner of property requests a demolition permit for a building or structure originally constructed prior to 1960. This includes commercial and residential buildings and structures. The goals of the demolition process are to provide education about historic preservation to owners of such buildings and structures, ensure photographic documentation of historic buildings and structures, preserve items of historical interest, provide input on new design opportunities and community context, and encourage feedback on historic preservation. The demolition review process include: submission of required information and two exterior photos; Building Department will verify the building's age, providing notification to the Planning Department; Planning will check for historic designation and notifies the HPC subcommittee to conduct a windshield survey; if required, conduct a public meeting with neighbor notification; if requested by the HPC, site visit for photo documentation by HPC or museum representative; and Building Department is notified to issue permit. Other Idaho communities have a similar demolition review process, such as Boise, Twin Falls, and Wallace. These communities also have a certificate of appropriateness and design review authority. The Spokane City Council adopted a new chapter of the Municipal Code on November 5, 2024 requiring the preservation of salvageable materials from historic properties during demolition or deconstruction. The HPC at its September 25, 2024 meeting recommended that Council adopt the proposed ordinance in order to have a process in place when the moratorium expires on December 17, 2024. The proposed demolition review process was also presented during the General Services/Public Works Committee meeting last November 12, 2024.

DISCUSSION: Councilmember Gabriel asked about unique aspects of a building such as a door and Ms. Patterson explained that if it is something unique, then they would encourage the property owner to consider salvaging it and either keep it or maybe the museum would want to take it. Councilmember Gookin stated that the demolition review process is not stepping on property owners' rights. He asked about the appeal being part of the process with Ms. Patterson explaining that it is in the code and as agreed with Legal that it would be good to have it as a standard language; however, she cannot see that there would be an appeal because there is no final determination saying that they cannot demolish. Councilmember Gookin inquired if the property owner would just want to tear down their garage, and Ms. Patterson stated that garages are included because there are some garages that have historical significance which they discovered through

their work on the Garden District neighborhood that they are being asked by the State Historic Preservation Office to survey out buildings and take photos. Councilmember Gookin asked if there would be a requirement regarding resolution or format of photos with Ms. Patterson stating that there are none at this time; however, it would be good to have the photos in digital format and proper coordination with the museum on their photo requirements. Councilmember Gookin asked for the reason behind choosing 1960, with Ms. Patterson replying that anything historic would be 50 years and older and they thought 1959 would be the best cut off. Mayor McEvers asked for clarification on the difference between historic district and national registry. Ms. Patterson explained that the National Register of Historic Places would list an individual structure or a whole neighborhood such as the Fort Grounds neighborhood. There is also an option to create a local historic district in the future.

MOTION: Motion by Gookin, seconded by English, to dispense with the rule and read **Council Bill No. 24-1019** once by title only.

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

MOTION: Motion by Gookin, seconded by Wood, to adopt **Council Bill No. 24-1019.**

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

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

The meeting adjourned at 7:11p.m.

Woody McEvers, Mayor

ATTEST:

Jo Anne Mateski
Executive Assistant

November 12, 2024
GENERAL SERVICES/PUBLIC WORKS COMMITTEE
MINUTES
12:00 p.m., Library Community Room

COMMITTEE MEMBERS

Council Member Amy Evans, Chairperson
Council Member Christie Wood
Council Member Dan English – **Absent**
Council Member Kenny Gabriel

STAFF

Juanita Knight, Senior Legal Assistant
Randy Adams, City Attorney
Troy Tymesen, City Administrator
Hilary Patterson, Planning Director
Melissa Tosi, Director, Human Resources
Larry Parsons, Utility Project Manager, Wastewater Dept.

Item 1. Demolition Review Procedures.
(Agenda)

Hilary Patterson, Community Planning Director, requests the Council approve a new section of the Municipal Code § 2.85.055 in the Historic Preservation Code creating a demolition review process for historic buildings and structures that were built prior to 1960. Mrs. Patterson explained in her staff report that the City Council adopted a Historic Preservation Code and formed the Historic Preservation Commission (HPC) in 2019, received Certified Local Government (CLG) status also in 2019, and adopted a Historic Preservation Plan (the “HPP”) in 2021 following extensive community engagement regarding the preservation of significant historic and cultural assets for the benefit, enjoyment, and general welfare of the citizens of the City. The HPC is tasked with advising the Mayor and City Council on matters of historic preservation, making recommendations in the planning processes undertaken by the City, and recommending ordinances or other actions for the purposes of historic preservation in the City, see M.C. § 2.85.050(A). At its June 18, 2024, meeting, Council adopted a temporary Moratorium in response to community outcry about the loss and potential loss of historic properties that define the character of Coeur d’Alene. The moratorium applies to demolition and moving permits, and building permits for significant exterior alterations, for buildings (excluding residential) located in the Downtown Core Zoning District and the Downtown Overlay Northside and Downtown Overlay Eastside districts, and buildings listed in the National Register of Historic Places. The moratorium will expire on December 17, 2024. The HPC applied for and has been awarded \$11,000 in Certified Local Government grant funds to conduct a reconnaissance-level built environment survey of the Downtown Core. The survey work will include forms and supporting documentation of properties within the Downtown area in the City, including determination of possible boundaries for a future nomination as a historic district. The City Council approved a \$5,000 cash match in the Planning Department’s budget for the survey to be conducted. The effort will begin in December 2024, pending City Council approval of a contract with a qualified historic preservation consultant.

Mrs. Patterson also explained that recently, the HPC requested that staff work on a demolition review process for historic buildings that were constructed prior to 1960. The Community Planning Director, Building Official and City Attorney worked on a process that is outlined in the draft ordinance for City Council consideration. The purpose of the ordinance is to establish a review process whenever the owner of property requests a demolition permit for a building or structure originally constructed prior to 1960. The goals of the Demolition Process are to provide education about historic preservation to owners of such buildings and structures, ensure photographic documentation of Historic Buildings and Structures, preserve items of historical interest, provide input on new design opportunities and community context, and encourage feedback on historic preservation. It would apply to any building or structure originally built prior to 1960.

The draft ordinance outlines what is required to be submitted with the demolition permit application, the process and coordination between the Building Department, Planning Department and the HPC. The draft ordinance also includes exemptions for dangerous buildings that the Building Official or designee deems to be dangerous, and for interior-only demolitions. The ordinance also only applies to structures originally built prior to 1960. Therefore, many of the buildings throughout Coeur d'Alene would not be affected or be required to go through this process.

The goal of the demolition review process is to help evaluate historic properties that could be preserved and restored rather than demolition, to provide resources and recommendations to property owners, and to allow for the opportunity to photograph historic resources prior to demolition and encourage salvage of items that may otherwise be sent to the landfill unnecessarily. Other communities throughout Idaho have a similar demolition review process. The Spokane City Council adopted a new chapter of the Municipal Code on November 5, 2024 requiring the preservation of salvageable materials from historic properties during demolition or deconstruction. The Council renamed the ordinance the 'Mary's Place Preservation Law' after a historic building that was torn down earlier this year. It also added a definition for "relocation". It will go into effect on December 4, 2024.

The HPC and staff recognize the need to have an expeditious process. The demolition review process is designed to get a quick initial determination of applicability and allow projects without potential historic significance to get a demolition permit issued without a public meeting with the HPC. For projects that may involve properties with historic significance, a small subcommittee of HPC members would conduct a drive-by survey and request that the proposed demolition come before the HPC at the next regular meeting of the commission as the first agenda item, and the Planning Department would notify all abutting and adjacent properties to provide the public with an opportunity to provide input. Following the meeting, a representative from the HPC or the Museum of North Idaho (Museum) would work with the property owner to take photos of the property to document the historic resource prior to a demolition permit being issued. Additionally, the HPC or Museum may encourage salvage of significant historic elements of the structure. Once this step is complete, the Building Department will issue the demolition permit. As noted in the ordinance, "Nothing in this Section shall be construed so as to deny a property owner the right to demolish any building on his or her property, subject to the process outlined herein."

Council Member Gabriel asked if this is specific to commercial or does it include residential as well. Mrs. Patterson said it includes residential.

Council Member Wood asked Mrs. Patterson to clarify what is meant by "slight delay" from a statement in the staff report, "While there would be a slight delay in issuing a demolition permit, the intent of the ordinance is to have a decision at the next regular meeting of the HPC, which takes place on a monthly basis." Mrs. Patterson explained that "slight delay" just means the delay between the monthly regularly scheduled meetings.

Council Member Evans asked Mrs. Patterson to explain how they chose the year of 1960 that would apply to any building or structure originally built. Mrs. Patterson explained that an historic structure is anything 50 years or older and they decided that that would include a lot of buildings that they are not concerned with so they decided anything prior to 1960 would be of more significance in terms of architectural style and characteristics for the city.

MOTION: by Wood, seconded by Gabriel, to recommend that Council to recommend that Council approve the adoption of a new section of the Municipal Code § 2.85.055 in the Historic Preservation Code creating a demolition review process for historic buildings and structures that were built prior to 1960. Motion Carried.

**Item 2. Civil Service Rule Amendments.
(Consent Resolution)**

Melissa Tosi, Human Resources Director, requests the Council approve amendments to the Civil Service Rules for Rule 10 – Promotions, Section 7, Examination and Promotional Eligibility; and Section 8, Working Out of Class, as approved by the Civil Service Commission. Mrs. Tosi explained in her staff report that the general purpose of the Civil Service Rules is to provide information and standards for the Coeur d’Alene Fire Department Local 710 by assuring all persons in the classified service receive fair and impartial treatment. The proposed amendments are as follows:

Section 7. Housekeeping change to update the outdated Fire Inspector title to Deputy Fire Marshall.

Section 8. The amendments will allow the fire employees who want to work up in the higher rank to either go through the promotional testing process, and successfully be placed on the eligibility list, OR complete the applicable rank certification program. Both the promotional testing process and the certification program occur every two (2) years. After two (2) years, the employee either needs to then successfully pass the new promotional testing process or complete the recertification process to continue to be able to work out of class. With these proposed amendments, each rank will follow the same certification process and it will allow employees who aren’t necessarily interested in promoting to still be eligible to work up.

Mrs. Tosi further explained that the proposed amendments will bring the Rules up to date and provide the working out of class qualifications desired by both the Coeur d’Alene Fire Department Local 710 and Fire Administration. The amendments were reviewed and approved by each of the Civil Service Commission members on October 4, 2024.

Council Member Wood asked why someone would work out of class and the time frame that they would work out of class. Mrs. Tosi said an employee may work out of class for one shift, due to an employee calling in sick. Sometimes the department may be down minimum staffing due to an employee injury. It would only be for a few hours, or up to a few sets, and it would not be for long term.

Council Member Gabriel mentioned that the amendments to Section 8 have been in the works for a decade, and as a result, he is in favor of the changes.

MOTION: by Gabriel, seconded by Wood, to recommend that Council to recommend that Council approve the amendments to the Civil Service Rules for Rule 10 – Promotions, Section 7, Examination and Promotional Eligibility, and Section 8, Working Out of Class as approved by the Civil Service Commission. Motion Carried.

Item 3. Change Order No. 4 to the Open Trench Sewer Line Project with DW Excavating, Inc., in the amount of \$13,831.73.
(Consent Resolution)

Larry Parsons, Utility Project Mangers for the Wastewater Department, requests the Council approve Change Order No. 04 for the 2024 Open Trench Sewer Line Project, performed by DW Excavating Inc., in the amount of \$ 13,831.73. Mr. Parson’s explained in his staff report that the Open Trench construction started on June 17, 2024, and has been fully completed. This change order was brought about because, despite the best efforts of the contractor to save the existing water line on Schedule C Homestead Avenue, they had to install new water pipe. Also, the contractor had to excavate rock that was not foreseen on Schedule B on Cherrywood Drive to install a new sewer pipe. The following summarizes the financial breakdown for the project. The project was approved by City Council for this current fiscal year. Change Orders 01 and 02 were necessitated because of an engineering mistake on the 20th Street sewer construction that caused the contractor to do extra work. Change Orders 01 and 02 increased the cost to the City by \$28,096.02. JUB Engineering credited the City of CDA, as a result of the engineering mistake, in the amount of \$25,115.66. In addition, Change Order 03 was a quantity deduction resulting in a decrease in the cost to the City by \$6,613.15. The total difference from the three Change Orders is an increase of \$21,482.87 to the City, which is more than covered by the credit from JUB.

Total Project Budgeted Amount:	\$850,000.00
Contractor (DW Excavating Inc.) Awarded Bid:	\$774,512.00
Change Order #01, 02, and 03	\$21,482.87
Change Order #04	\$13,831.73
Total Amount:	\$809,826.60
Amount Left in Budget	\$40,173.40

As shown above, the contracted project amount will still be well below the project budget amount of \$850,000.00 dollars.

MOTION: by Wood, seconded by Gabriel, to recommend that Council to recommend that Council approve Change Order No. 4 to the Open Trench Sewer Line Project with DW Excavating, Inc. in the amount of \$13,831.73. Motion Carried.

Recording of the meeting can be found at:
https://www.youtube.com/live/V6MGGLwV_LY?si=eSqQFEfI3j0GxaW

The meeting adjourned at 12:22 p.m.

Respectfully submitted,
Juanita Knight

Senior Legal Assistant
Recording Secretary

DRAFT

November 25, 2024
GENERAL SERVICES/PUBLIC WORKS COMMITTEE
MINUTES
12:00 p.m., Library Community Room

COMMITTEE MEMBERS

Council Member Kiki Miller
Council Member Dan Gookin, Chairperson
Council Member Christie Wood

STAFF

Juanita Knight, Senior Legal Assistant
Troy Tymesen, City Administrator
Mike Anderson, Wastewater Director
Chris Bosley, City Engineer, Streets & Engineering Dept.
Adam Rouse, Recreation Superintendent

Item 1. 2024/2025 Wastewater Collection System Capital Improvement Projects - Professional Services Agreement with J-U-B Engineers Inc.
(Consent)

Mike Anderson, Wastewater Director, requests Council to approve an agreement with J-U-B Engineers, Inc., for professional engineering services for the 2024/2025 Wastewater Collection System Capital Improvement Projects at a cost not to exceed \$260,200.00. Mr. Anderson explained in his staff report that each year, the Wastewater Utility prioritizes and budgets for the replacement and/or rehabilitation (R&R) of the City's aging sewer collection infrastructure. At the top of this year's list is a design for upgrades to the Mill River Sewer Pump Station. This project will rebuild and upgrade an existing aging pump station to handle current and future flows in this basin. Also included will be preliminary design work for sewer upsizing or bypassing a sanitary sewer capacity issue along US 95 from Wilbur Avenue south to Hanley Avenue. Mr. Anderson explained that pursuant to Idaho Code § 67-2320, the WW Utility solicited firms for ongoing Professional Engineering Services through the request for qualifications process. J-U-B Engineers, Inc., was selected from the list of preapproved providers. The WW Utility has determined that J-U-B will provide the best services based on qualifications and demonstrated competence. Therefore, it is proposed that a contract be awarded to J-U-B for the 2024/2025 Wastewater Collection System Capital Improvements Projects. During FY 2024/2025, the Wastewater Utility budgeted \$600,000.00 for the design and construction of the CIP tasks. Of the \$600,000.00 budgeted for CIP tasks in FY 2024/2025, \$260,200 is allocated for this engineering services agreement, with the remaining budget reserved for construction. The Mill River Lift Station project reflects a carefully phased approach to infrastructure development. When the station was first installed, building to the final anticipated capacity would have been inefficient. This planned upgrade will accommodate current and future flows as the area reaches full build-out. Along with the US-95 sewer upsizing project, these improvements will enhance system reliability, address capacity constraints, and support future growth while minimizing costly disruptions or emergency repairs.

Councilmember Wood inquired whether the fees are a one-time fee, per dwelling unit, and how the fee amount is determined. Mr. Anderson confirmed that the City collects a one-time surcharge which funds the overall infrastructure. He explained that the fee is based on the cost of equipment then dividing that by the anticipated number of customers.

Councilmember Miller asked how residents are informed about these fees. Mr. Anderson responded that cap fees are paid at the time of permitting and construction of the house. Councilmember Miller also inquired about the timeline for the next wastewater rate study. Mr. Anderson stated that the last rate study was conducted in 2019, and the next study will begin in 2025.

Mr. Anderson noted that the fee calculation for the CoeurTerra development differs slightly, as it incorporates an escalating cost based on the construction cost index.

Councilmember Miller further asked if the upsizing of infrastructure along US-95 is linked to potential annexation of properties along Prairie Avenue. Mr. Anderson acknowledged recent developer interest in those properties and stated that planning for infrastructure upgrades ensures that the City is prepared if annexation requests are submitted.

Councilmember Gookin inquired whether the Collection System Capital Improvements Project is an annual project. Mr. Anderson confirmed that it is an ongoing maintenance project for the wastewater system.

MOTION: by Miller, seconded by Wood, to recommend that Council approve an agreement with J-U-B Engineers, Inc., for professional services for the 2024/2025 Wastewater Collection System Capital Improvements Projects at a cost of \$260,200.00. Motion Carried.

**Item 2. Ramsey Road Signal Upgrades – Professional Services Agreement with J-U-B Engineers Inc.
(Consent)**

Chris Bosley, City Engineer, Streets & Engineering Department, requests Council to approve a Professional Services Agreement with J-U-B Engineers, Inc. for the design of the Ramsey Road traffic signal upgrades. Mr. Bosley explained in his staff report that in September of 2023, the City was awarded a \$1,235,158 grant to upgrade traffic signals on Ramsey Road and construct a new traffic signal at Wilbur Avenue. Upgrades will include detection, ADA improvements, and coordination between signals to improve traffic flow. The grant will be administered by the Local Highway Technical Assistance Council (LHTAC) and construction is anticipated for FY2027. Mr. Bosley further explained that the City's estimated match requirement for the LHSIP grant is 7.34% of the projected \$1,333,000 total project cost, or \$97,842. The funding has been budgeted in the Streets & Engineering's Capital Projects Fund.

Councilmember Wood asked Mr. Bosley if the coordination between traffic signals will be a priority. Mr. Bosley confirmed that it will be, noting that they aim to incorporate signal coordination into all new signal projects.

Councilmember Gookin inquired about the new traffic signals on Government Way. Mr. Bosley explained that the Government Way project has been awarded to Thorco for construction, with Welch Comer overseeing the project. He added that staff held their first preconstruction meeting with the team last week, and the project is scheduled for installation this winter.

Councilmember Gookin also asked about the timeline for the traffic signal project on Atlas Road. Mr. Bosley stated that the Atlas Road signal project is still a few years away from implementation.

MOTION: by Wood, seconded by Miller, to recommend that Council approve an agreement with J-U-B Engineers, Inc., for Ramsey Road Signal upgrade. Motion Carried.

Item 3. American Legion Baseball Agreement for use of Thorco Field at Ramsey Park.
(Consent)

Adam Rouse, Recreation Superintendent, requests Council to approve an agreement with the American Legion Baseball, Inc., for the use of Thorco Field at Ramsey Park. Mr. Rouse explained in his staff report that the City of Coeur d'Alene first entered into an agreement with American Legion Baseball in 1992 for the use of McEuen Field. American Legion's baseball program was moved to Thorco Field at Ramsey Park and, at that time, the agreement was updated which is currently up for renewal. Mr. Rouse noted that historically, the agreement with the American Legion has renewed every two years. Staff is requesting that the proposed agreement be renewed every 5 years, with a 5% increase each year. There is no additional cost to the City to maintain the field. The agreement will identify and outline the responsibilities that the City and American Legion Baseball will have for field maintenance, scheduling, and costs for the American Legion season.

Councilmember Miller asked why the decision was made to change the agreement from a two-year term to a five-year term. Mr. Rouse explained that historically, the American Legion has been an excellent partner. He noted that staff has never encountered issues with their timely fee payments, they actively help maintain the field, and their request for a longer agreement seemed logical and mutually beneficial.

MOTION: by Miller, seconded by Wood, to recommend that Council approve an agreement between the City of Coeur d'Alene and American Legion Baseball for the use of Thorco Field at Ramsey Park.
Motion Carried.

Recording of the meeting can be found at:

https://www.youtube.com/live/42I6MYUjGj4?si=vxXwMPhigdHg_e2D

The meeting adjourned at 12:22 p.m.

Respectfully submitted,
Juanita Knight
Senior Legal Assistant
Recording Secretary

DATE: DECEMBER 3, 2024
TO: MAYOR AND CITY COUNCIL
FROM: PLANNING DEPARTMENT
RE: SETTING OF PUBLIC HEARING DATE: DECEMBER 17, 2024

Mayor McEvers,

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

DECEMBER 17, 2024:

ITEM NUMBER: A-2-24

REQUEST: JBR Landholdings is requesting annexation approval for a 2.12-acre parcel from County Agriculture Suburban to City residential R-12 (residential at 12 units per acre). (LEGISLATIVE – but follows QUASI JUDICIAL hearing procedures)

LOCATION: 3415 N. 15TH Street. Coeur d’Alene ID,83815

COMMISSION ACTION: On November 12, 2024, the Planning and Zoning Commission voted unanimously to recommend that the City Council adopt the R-12 zoning in conjunction with the annexation request. The Commission also approved the associated Planned Unit Development and Subdivision requests for this property, to be known as “Juniper Ridge,” subject to annexation approval by the City Council. If the annexation is approved, the zoning would be R-12PUD.

ITEM NUMBER: BR-1-24

REQUEST: Lamar is requesting relocation and digitization of a two-sided 300 square foot v-build billboard. (QUASI JUDICIAL)

LOCATION: The billboard at 1621 Northwest Boulevard would be removed and relocated to 3119 N. 2nd Street, Coeur d’Alene, ID 83815. While addressed off of 2nd Street, the billboard would be adjacent to Government Way.

RESOLUTION NO. 24-094

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO APPROVING THE DESTRUCTION OF CITY RECORDS RETAINED BY THE BUILDING DEPARTMENT; APPROVING THE FINAL PLAT, ACCEPTING IMPROVEMENTS, AND APPROVAL OF A MAINTENANCE/WARRANTY AGREEMENT, A LANDSCAPE WORK AGREEMENT, AND SECURITY FOR COEUR D'ALENE PLACE 38TH ADDITION; ACCEPTING IMPROVEMENTS, APPROVAL OF A MAINTENANCE/WARRANTY AGREEMENT, AND SECURITY FOR FULL CIRCLE TRACKS; APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH J-U-B ENGINEERS, INC., FOR PROFESSIONAL ENGINEERING SERVICES FOR THE 2024/2025 WASTEWATER COLLECTION SYSTEM CAPITAL IMPROVEMENTS PROJECTS; APPROVING THE IDAHO TRANSPORTATION DEPARTMENT - LOCAL PROFESSIONAL SERVICES AGREEMENT WITH J-U-B ENGINEERS, INC., FOR THE RAMSEY ROAD SIGNAL UPGRADES; AND APPROVING AN AGREEMENT WITH COEUR D'ALENE AMERICAN LEGION BASEBALL INC., FOR THE USE OF THORCO FIELD AT RAMSEY PARK.

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 "F" and by reference made a part hereof as summarized as follows:

- A) Destruction of City records retained by the Building Department, including temporary and semi-permanent records, in accordance with the Records Retention policy adopted by Resolution No. 23-055;
- B) Final Plat Approval, Acceptance of Infrastructure Improvements, Approval of a Maintenance/Warranty Agreement, Approval of a Landscape Work Agreement, and Acceptance of Security for Coeur d'Alene Place 38th Addition [S-1-18];
- C) Acceptance of Infrastructure Improvements, Approval of a Maintenance/Warranty Agreement and Acceptance of Security for Full Circle Tracks [SS-23-11];
- D) Professional Services agreement with J-U-B Engineers, Inc., for professional engineering services for the 2024/2025 Wastewater Collection System Capital Improvements Projects, in an amount not to exceed \$260,200.00;
- E) Idaho Transportation Department - Local Professional Services Agreement (#97088) with J-U-B Engineers, Inc., for engineering services for the Ramsey Road signal upgrades;
- F) Agreement with Coeur d'Alene American Legion Baseball Inc., for the use of Thorco Field at Ramsey Park;

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 "F" 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 3rd day of December, 2024.

Woody McEvers, Mayor

ATTEST

Renata McLeod, City Clerk

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

ROLL CALL:

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

_____ was absent. Motion _____.

CITY COUNCIL

DATE: DECEMBER 3, 2024
FROM: RENATA MCLEOD, MUNICIPAL SERVICES DIRECTOR/CITY CLERK
RE: REQUEST FOR DESTRUCTION OF RECORDS

DECISION POINT:

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

HISTORY: Idaho state code 50-907 and 50-908 set forth requirements for cities related to public records. The code establishes the type of record, length of time for minimum retention and notes that cities shall adopt their own records retention manual and schedule. The city has done so through Resolution No. 23-055. The following request for destruction of records is in accordance with the policy adopted by Council.

The Building Department has requested temporary records to be destroyed that are no longer needed. Files include temporary certificate of occupancy agreements prior to December 2022. Work has been completed and final occupancy certificates have been issued.

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

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

REQUEST FOR DESTRUCTION OF RECORDS
DEPARTMENT: BUIDING SERVICES
DATE: 12/03/2024

RECORD DESCRIPTION	TYPE OF RECORD (Perm./Semi-P/Temp)	DATES OF RECORDS (From - To)
TCO BOND AGREEMENTS	TEMPORARY	PRIOR TO 12/2022

**CITY COUNCIL
STAFF REPORT**

DATE: December 3, 2024
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: **Coeur d’Alene Place 38th Addition: Final Plat Approval, Acceptance of Improvements, Maintenance/Warranty Agreement and Security Approval, Landscape Work Agreement and Security Approval**

DECISION POINT

Staff is requesting the following:

1. Approval of the final plat document, a forty-six (46) lot residential development.
2. Acceptance of the installed public infrastructure improvements.
3. Approval of the Maintenance/Warranty Agreement and Security.
4. Approval of the Landscape Work Agreement and Security.

HISTORY

- a. Applicant: Kevin Schneidmiller, Vice-President
Greenstone-Kootenai II, Inc.
1421 N. Meadowwood Lane, Suite 200
Liberty Lake, WA 99019
- b. Location: West of Ramsey Road and South of Wilbur Avenue.
- c. Previous Action:
 1. Final plat approval, CDA Place – 16th Addition (1994-2008).
 2. Final plat approval, CDA Place 17th – 23rd Addition (2010 – 2014).
 3. Final plat approval, CDA Place 24th – 37th Addition (2015 – 2023).

FINANCIAL ANALYSIS

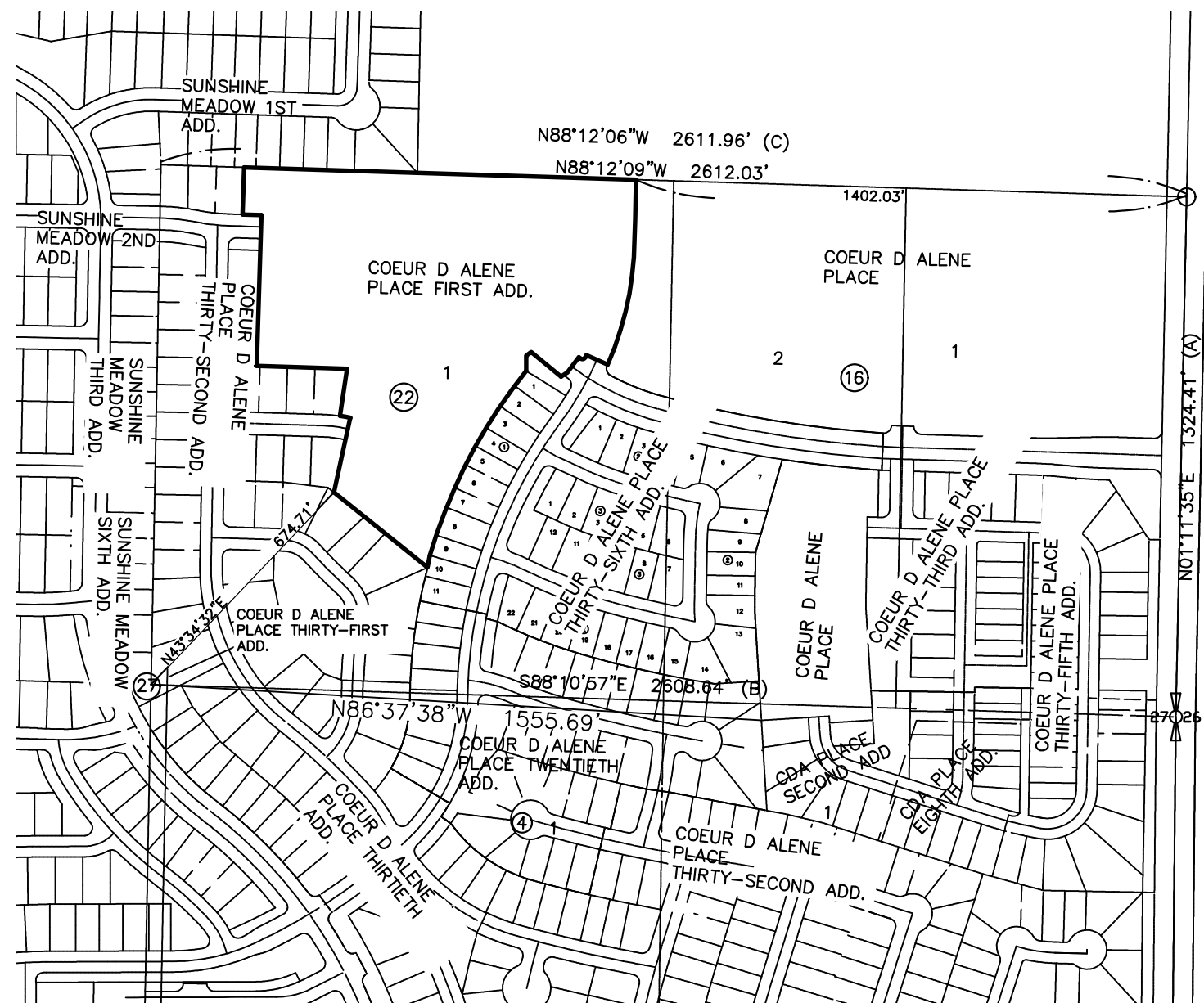
The developer is installing the required warranty bond (10%) to cover any maintenance issues that may arise during the one (1) year warranty period that will commence upon this approval, and terminate, on December 3, 2025. The amount of the security provided is \$142,680.00. Additionally, the developer is furnishing security in the amount of \$431,380.00 which covers the outstanding cost of the uninstalled open space items that are required for this development.

PERFORMANCE ANALYSIS

The developer has installed all required public infrastructure. The responsible City departments have approved the installations and found them ready to accept. Acceptance of the installed improvements will allow the issuance of all available building permits for this phase of the development, and, Certificate of Occupancy issuance upon completion. The City maintenance would be required to start after the one (1) year warranty period expires on December 3, 2025. Additionally, the developer has completed the necessary landscape agreement and is bonding for the outstanding landscape items (Irrigation Pipe System, Landscape Preparation, Hydro seeding, Landscape Trees, and Park Equipment). The developer has stated that all open space landscaping installations will be complete by June 15, 2025.

DECISION POINT RECOMMENDATION

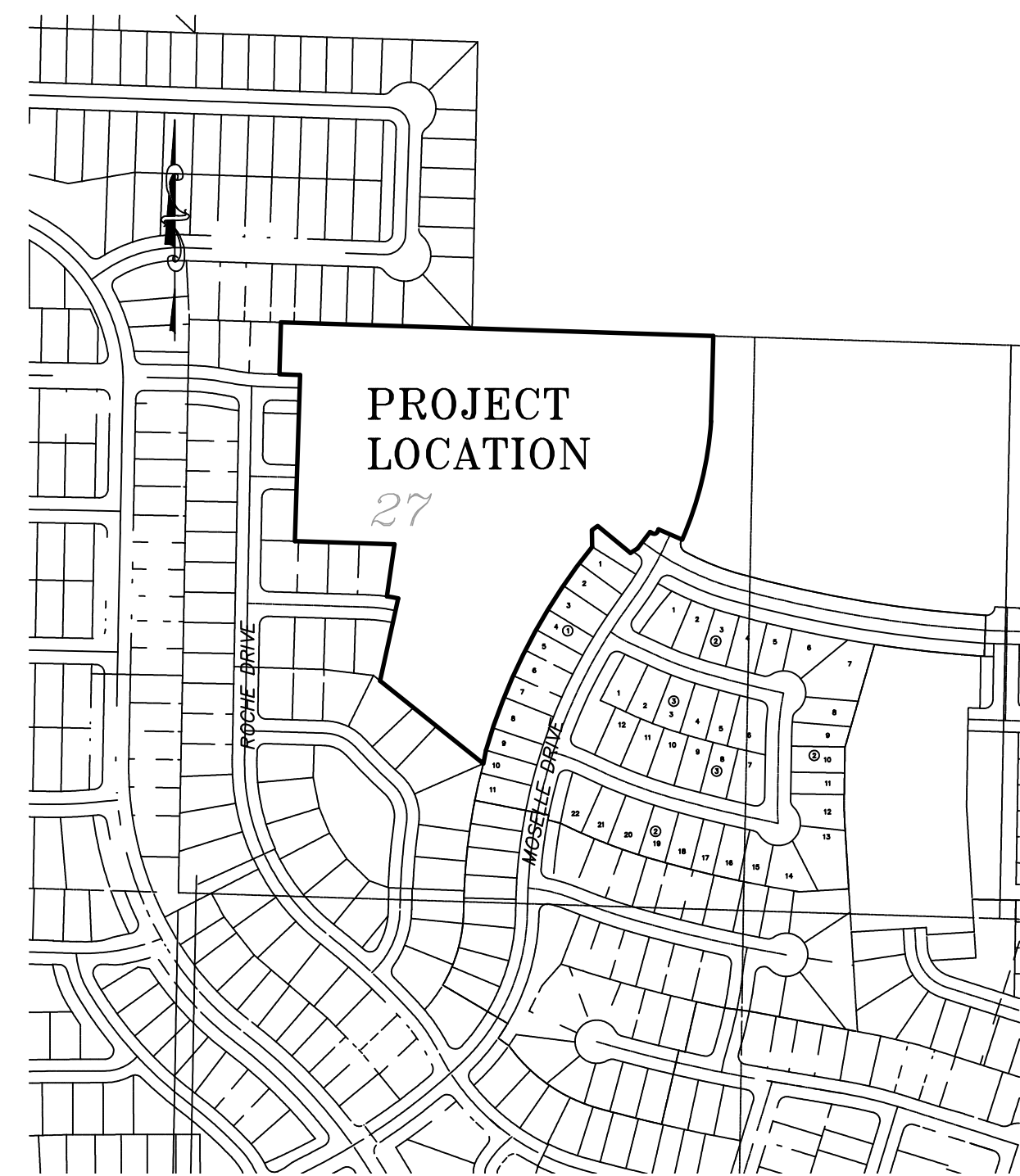
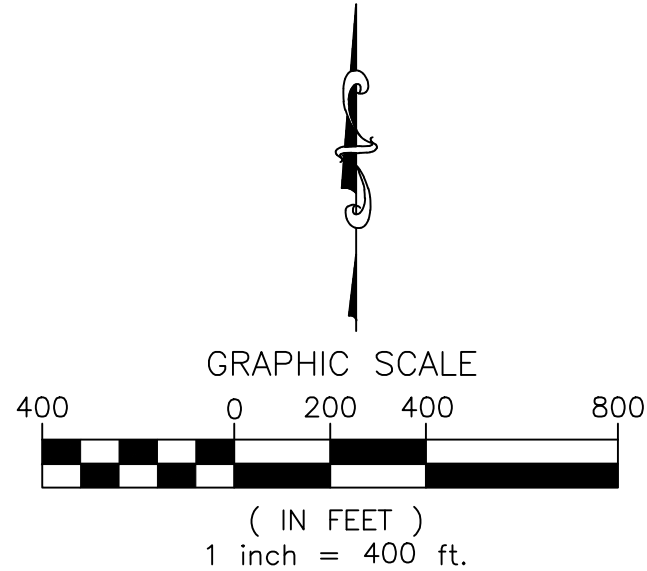
1. Approve the final plat document.
2. Accept the installed public infrastructure improvements.
3. Approve the Maintenance/Warranty Agreement and accompanying Security.
4. Approve the Landscape Work Agreement and accompanying Security.



CENTER QUARTER CORNER
 FOUND 2 1/4" ALUMINUM CAP IN
 CONCRETE PER CP&F NO.
 1277149

**NORTH 1/16 CORNER
 SECTION 27**
 FOUND 2 1/2" ALUMINUM
 CAP IN MONUMENT BOX
 PER CP&F NO.
 213224000

**EAST QUARTER
 CORNER SECTION 27**
 FOUND 2 1/2" ALUMINUM
 CAP IN MONUMENT BOX
 PER CP&F NO.
 213225000



VICINITY MAP
 NOT TO SCALE

PRELIMINARY

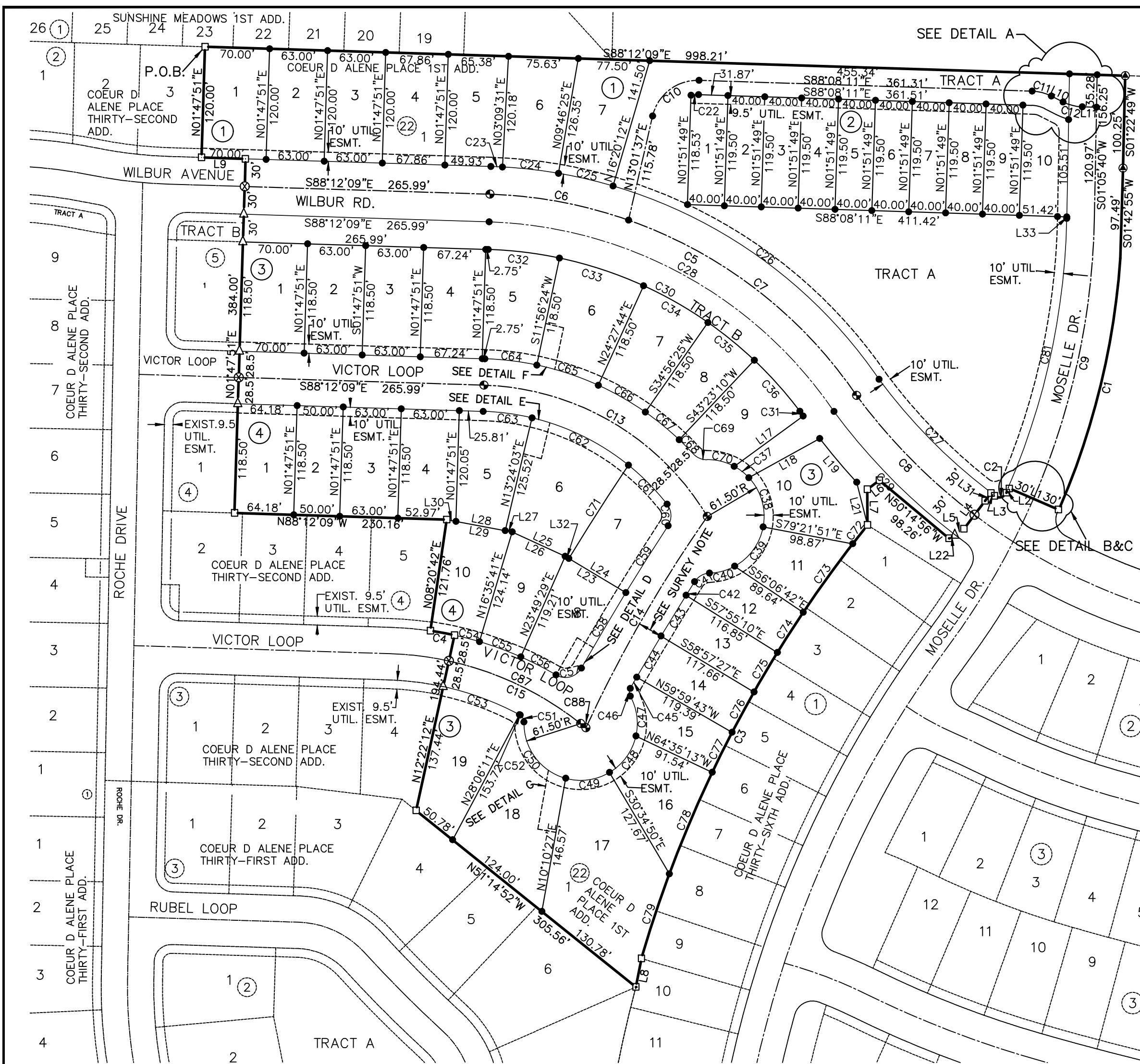


SURVEYOR'S NARRATIVE
 THIS PLAT IS A RE-PLAT OF A PORTION OF LOT 1 BLOCK 22 OF
 COEUR D'ALENE PLACE FIRST ADDITION, RECORDED IN BOOK G OF
 PLATS, PAGES 340 THRU 340B. LOCATED IN THE SOUTHWEST QUARTER
 OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 51 NORTH,
 RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D' ALENE, KOOTENAI
 COUNTY, IDAHO.

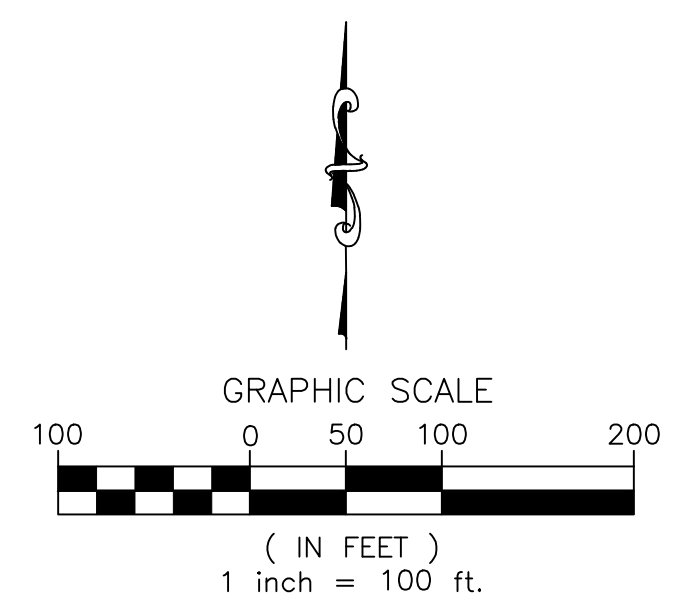
BASIS OF BEARINGS
 THE BEARING OF N01°11'35"E ALONG THE EAST LINE OF THE
 NORTHEAST QUARTER OF SECTION 27, ACCORDING TO COEUR D'
 ALENE PLACE, RECORDED IN BOOK G OF PLATS, PAGES 210-210H
 WAS HELD AS THE BASIS OF BEARINGS FOR THIS PLAT. PER
 IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE, USING
 NAD83 (92) COORDINATES, THE CONVERGENCE ANGLE AT THE
 SOUTHWEST CORNER OF SECTION 27 IS 00°47'56.60.

**COEUR D' ALENE PLACE
 THIRTY-EIGHTH ADDITION**
 LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER
 OF SECTION 27 TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE
 MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

RFK LAND SURVEYING INC.				
1420 WEST GARLAND AVENUE SPOKANE, WA 99205 TEL: (509) 324-7861 FAX: (509) 327-7249 E-MAIL: rudy@rfklandsurveying.com	DRAWN MEM	APPROVED RFK	SCALE AS NOTED	PROJECT 24-154
	DATE 09/23/24	DATE 09/23/24	SHEET 1 OF 4	FIELD BOOK



CURVE	RADIUS	ARC LENGTH	CURVE TABLE		
			CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	830.00'	282.16'	280.80'	S13°43'27\"W	19°28'40\"
C2	8.50'	15.26'	13.29'	S75°18'37\"W	102°50'30\"
C3	1349.50'	533.36'	529.90'	S27°33'31\"W	22°38'42\"
C4	378.50'	26.59'	26.58'	N79°38'33\"W	4°01'30\"
C5	500.00'	470.51'	453.34'	S61°14'40\"W	53°54'58\"
C6	500.00'	153.44'	152.84'	N79°24'41\"W	17°34'57\"
C7	500.00'	317.07'	311.78'	N52°27'12\"W	36°20'01\"
C8	642.51'	182.57'	181.95'	S44°40'16\"E	16°16'50\"
C9	800.00'	312.33'	310.35'	S12°16'44\"W	22°22'07\"
C10	50.00'	68.80'	63.50'	N52°26'43\"W	78°50'12\"
C11	50.00'	21.66'	21.50'	S75°43'24\"W	24°49'33\"
C12	50.00'	21.66'	21.50'	N75°43'24\"W	24°49'33\"
C13	293.00'	292.96'	280.91'	S59°33'32\"E	57°17'15\"
C14	1494.00'	264.61'	264.26'	N29°54'02\"W	10°08'52\"
C15	350.00'	166.83'	165.26'	S63°58'28\"W	27°18'40\"
C16	34.50'	14.95'	14.83'	S75°43'24\"E	24°49'33\"
C17	65.50'	10.70'	10.69'	N67°59'31\"W	9°21'48\"
C18	50.00'	14.84'	14.78'	S79°38'10\"E	17°00'01\"
C19	50.00'	6.83'	6.82'	S67°13'23\"E	7°49'32\"
C20	10.00'	4.33'	4.30'	N75°43'24\"W	24°49'33\"
C21	10.00'	11.24'	10.66'	S31°06'28\"E	64°24'17\"
C22	34.50'	8.21'	8.19'	N85°02'46\"E	13°38'12\"
C23	530.00'	12.59'	12.59'	N87°31'19\"W	1°21'40\"
C24	530.00'	61.19'	61.16'	N83°32'02\"W	6°36'54\"
C25	530.00'	60.71'	60.68'	N76°56'41\"W	6°33'47\"
C26	530.00'	363.64'	356.55'	N54°00'27\"W	39°18'42\"
C27	612.51'	173.47'	172.89'	N44°41'52\"W	16°13'35\"
C28	470.00'	442.85'	426.65'	N61°12'35\"W	53°59'09\"
C29	672.51'	187.62'	187.02'	S44°28'19\"E	15°59'06\"
C30	440.00'	393.55'	380.56'	N62°34'45\"W	51°14'49\"
C31	702.50'	6.30'	6.30'	S34°55'28\"E	0°30'49\"
C32	440.00'	77.89'	77.79'	S83°07'53\"E	10°08'33\"
C33	440.00'	96.16'	95.97'	S71°47'56\"E	12°31'20\"
C34	440.00'	80.47'	80.35'	S60°17'56\"E	10°28'41\"
C35	440.00'	64.86'	64.80'	S50°50'13\"E	8°26'45\"
C36	440.00'	74.17'	74.08'	S41°47'05\"E	9°39'30\"
C37	61.50'	20.14'	20.05'	N52°26'42\"W	18°45'47\"
C38	61.50'	57.64'	55.55'	N16°12'50\"W	53°41'58\"
C39	61.50'	54.39'	52.64'	N35°58'19\"E	50°40'21\"
C40	61.50'	28.51'	28.25'	N74°35'16\"E	26°33'33\"
C41	20.00'	19.35'	18.61'	N60°08'54\"E	55°26'18\"
C42	2859.92'	17.39'	17.39'	N32°15'17\"E	0°20'54\"
C43	2859.92'	51.81'	51.81'	N31°33'42\"E	1°02'17\"
C44	2859.92'	51.81'	51.81'	N30°31'25\"E	1°02'17\"
C45	2859.92'	14.02'	14.02'	N29°51'51\"E	0°16'51\"
C46	8.50'	8.71'	8.33'	N00°22'50\"E	58°41'10\"
C47	61.50'	44.69'	43.71'	N08°08'44\"W	41°38'01\"
C48	61.50'	50.18'	48.80'	N36°02'43\"E	46°44'54\"
C49	61.50'	49.20'	47.90'	N82°20'15\"E	45°50'10\"
C50	61.50'	81.91'	75.99'	S36°35'16\"E	76°18'48\"
C51	8.50'	9.40'	8.93'	S30°07'25\"E	63°23'06\"
C52	321.50'	0.45'	0.45'	S61°51'23\"E	0°04'51\"
C53	321.50'	88.28'	88.00'	S69°45'48\"E	15°43'59\"
C54	378.50'	54.50'	54.45'	N77°31'48\"W	8°14'59\"
C55	378.50'	47.76'	47.73'	N69°47'25\"W	7°13'48\"
C56	378.50'	42.95'	42.93'	N62°55'27\"W	6°30'08\"
C57	20.00'	31.68'	28.47'	S74°57'17\"W	90°44'41\"
C58	2916.92'	94.97'	94.96'	S30°30'54\"W	1°51'55\"
C59	2916.92'	85.69'	85.69'	S32°17'22\"W	1°41'00\"
C60	20.00'	24.92'	23.34'	S02°33'30\"E	71°22'44\"
C61	264.50'	59.68'	59.56'	S44°42'43\"E	12°55'42\"
C62	264.50'	117.36'	116.40'	S63°53'16\"E	25°25'22\"
C63	264.50'	53.57'	53.47'	N82°24'03\"W	11°36'12\"
C64	321.50'	56.91'	56.84'	S83°07'53\"E	10°08'33\"
C65	321.50'	70.27'	70.13'	N71°47'56\"W	12°31'20\"
C66	321.50'	58.79'	58.71'	N60°17'56\"W	10°28'41\"
C67	321.50'	47.39'	47.35'	N50°50'13\"W	8°26'45\"
C68	321.50'	21.40'	21.40'	N44°42'25\"W	3°48'50\"
C69	20.00'	16.67'	16.19'	N66°40'59\"W	47°45'57\"
C70	61.50'	30.85'	30.53'	N76°11'47\"W	28°44'22\"
C71	2988.92'	119.98'	119.97'	S32°35'05\"W	2°18'00\"
C72	1349.50'	25.89'	25.89'	S38°19'53\"W	1°05'58\"
C73	1349.50'	91.70'	91.69'	S35°50'06\"W	3°53'37\"
C74	1349.50'	51.81'	51.81'	S32°47'18\"W	2°11'59\"
C75	1349.50'	49.70'	49.69'	S30°38'00\"W	2°06'36\"
C76	1349.50'	49.70'	49.69'	S28°31'24\"W	2°06'36\"
C77	1349.50'	48.41'	48.41'	S26°26'27\"W	2°03'19\"
C78	1349.50'	119.52'	119.48'	S22°52'33\"W	5°04'28\"
C79	1349.50'	96.63'	96.61'	S18°17'15\"W	4°06'09\"
C80	19.50'	3.27'	3.27'	S67°52'06\"E	9°36'39\"
C81	770.00'	300.61'	298.71'	S12°16'44\"W	22°22'07\"
C82	2936.92'	46.51'	46.51'	N29°38'45\"E	0°54'27\"
C83	2916.92'	25.78'	25.78'	N29°50'08\"E	0°30'23\"
C84	264.50'	20.02'	20.01'	N74°25'51\"W	4°20'11\"
C85	321.50'	20.01'	20.01'	S76°16'36\"E	3°34'00\"
C86	61.50'	20.78'	20.68'	N65°03'50\"W	19°21'39\"
C87	350.00'	159.52'	158.14'	N64°34'22\"W	26°06'51\"
C88	350.00'	7.31'	7.31'	S50°55'02\"E	1°11'50\"



- LEGEND**
- FOUND 5/8" X 30" REBAR WITH YELLOW OR ORANGE PLASTIC CAP MARKED "MEM 9717"
 - ⊗ FOUND 5/8" X 30" REBAR WITH ALUMINUM CAP MARKED "MEM 9717"
 - △ FOUND 1/2" X 24" REBAR WITH YELLOW OR ORANGE PLASTIC CAP MARKED "MEM 9717"
 - SET 5/8" X 30" REBAR WITH ALUMINUM CAP MARKED "MEM 9717" TO BE SET ON OR BEFORE ONE YEAR SUBSEQUENT TO THE RECORDING OF THIS PLAT IN ACCORDANCE WITH IDAHO CODES 50-1331 AND 50-1333.
 - SET 1/2" X 24" REBAR WITH YELLOW OR ORANGE PLASTIC CAP MARKED "MEM 9717" TO BE SET ON OR BEFORE ONE YEAR SUBSEQUENT TO THE DATE OF RECORDING OF THIS PLAT IN ACCORDANCE WITH IDAHO CODES 50-1331, 50-1332 AND 50-1333.
 - SET 5/8" X 30" REBAR WITH YELLOW OR ORANGE PLASTIC CAP MARKED "MEM 9717"
 - ⊕ BLOCK NUMBER
- P.O.B. = POINT OF BEGINNING
- AREA = 14.029 ACRES

LINE	BEARING	DISTANCE
L1	N66°32'13\"W	59.00'
L2	S23°40'35\"W	5.73'
L3	S53°02'23\"E	4.90'
L4	S37°10'41\"W	38.00'
L5	S57°31'34\"W	19.16'
L6	S53°11'54\"W	16.30'
L7	S00°23'08\"E	38.67'
L8	S11°00'38\"W	31.45'
L9	N88°12'09\"W	47.81'
L10	S63°18'37\"E	14.29'
L11	N88°08'11\"W	15.41'
L12	S88°08'11\"E	9.44'
L13	S63°18'37\"E	14.29'
L14	S67°52'06\"E	3.27'
L15	S01°51'49\"W	9.50'
L16	S88°08'11\"E	12.74'
L17	S53°51'51\"W	92.62'
L18	N61°05'31\"E	87.83'
L19	S40°11'05\"E	62.09'
L20	S14°17'24\"E	47.79'
L21	N57°31'34\"E	7.44'
L22	N59°05'19\"W	76.68'
L23	N59°05'19\"W	72.00'
L24	N65°19'38\"W	63.27'
L25	N65°19'38\"W	63.27'
L26	N79°24'40\"W	7.63'
L27	N79°24'40\"W	54.40'
L28	N79°24'40\"W	72.18'
L29	N79°24'40\"W	10.14'
L30	S37°11'21\"W	10.50'
L31	S59°05'19\"E	4.67'
L32	S01°05'40\"W	1.61'
L33	S01°05'40\"W	1.61'

LOT & BLOCK	AREA
L1B1	8,400 S.F.
L2B1	7,560 S.F.
L3B1	7,560 S.F.
L4B1	8,144 S.F.
L5B1	7,675 S.F.
L6B1	8,365 S.F.
L7B1	9,099 S.F.
L1B2	4,777 S.F.
L2B2	4,780 S.F.
L3B2	4,780 S.F.
L4B2	4,780 S.F.
L5B2	4,780 S.F.
L6B2	4,780 S.F.
L7B2	4,780 S.F.
L8B2	4,780 S.F.
L9B2	4,780 S.F.
L10B2	5,801 S.F.
L1B3	8,295 S.F.
L2B3	7,466 S.F.
L3B3	7,466 S.F.
L4B3	7,968 S.F.
L5B3	8,313 S.F.
L6B3	9,861 S.F.

LOT & BLOCK	AREA
L7B3	8,251 S.F.
L8B3	6,651 S.F.
L9B3	7,805 S.F.
L10B3	9,273 S.F.
L11B3	6,202 S.F.
L12B3	5,810 S.F.
L13B3	5,947 S.F.
L14B3	6,010 S.F.
L15B3	5,663 S.F.
L16B3	8,052 S.F.
L17B3	19,599 S.F.
L18B3	13,175 S.F.
L19B3	10,005 S.F.
L1B4	7,605 S.F.
L2B4	5,925 S.F.
L3B4	7,466 S.F.
L4B4	7,473 S.F.
L5B4	8,271 S.F.
L6B4	11,965 S.F.
L7B4	7,998 S.F.
L8B4	8,001 S.F.
L9B4	6,703 S.F.
L10B4	7,726 S.F.
TRACT A	2.10 AC
TRACT B	26,664 S.F.

SURVEY REFERENCES

(A) SUNSHINE MEADOW 1ST ADDITION, RECORDED IN BOOK J OF PLATS, PAGES 31 THRU 31F

(B) COEUR D'ALENE PLACE FIRST ADDITION, RECORDED IN BOOK G OF PLATS, PAGES 340 THRU 340B

(C) COEUR D'ALENE PLACE THIRTY-FIRST ADDITION, RECORDED IN BOOK L OF PLATS, PAGES 397 THRU 397D

(D) COEUR D'ALENE PLACE THIRTY-SECOND ADDITION, RECORDED IN BOOK L OF PLATS, PAGES 525 THRU 525D

(E) COEUR D'ALENE PLACE THIRTY-SIXTH ADDITION, RECORDED IN BOOK L OF PLATS, PAGES 831 THRU 831C

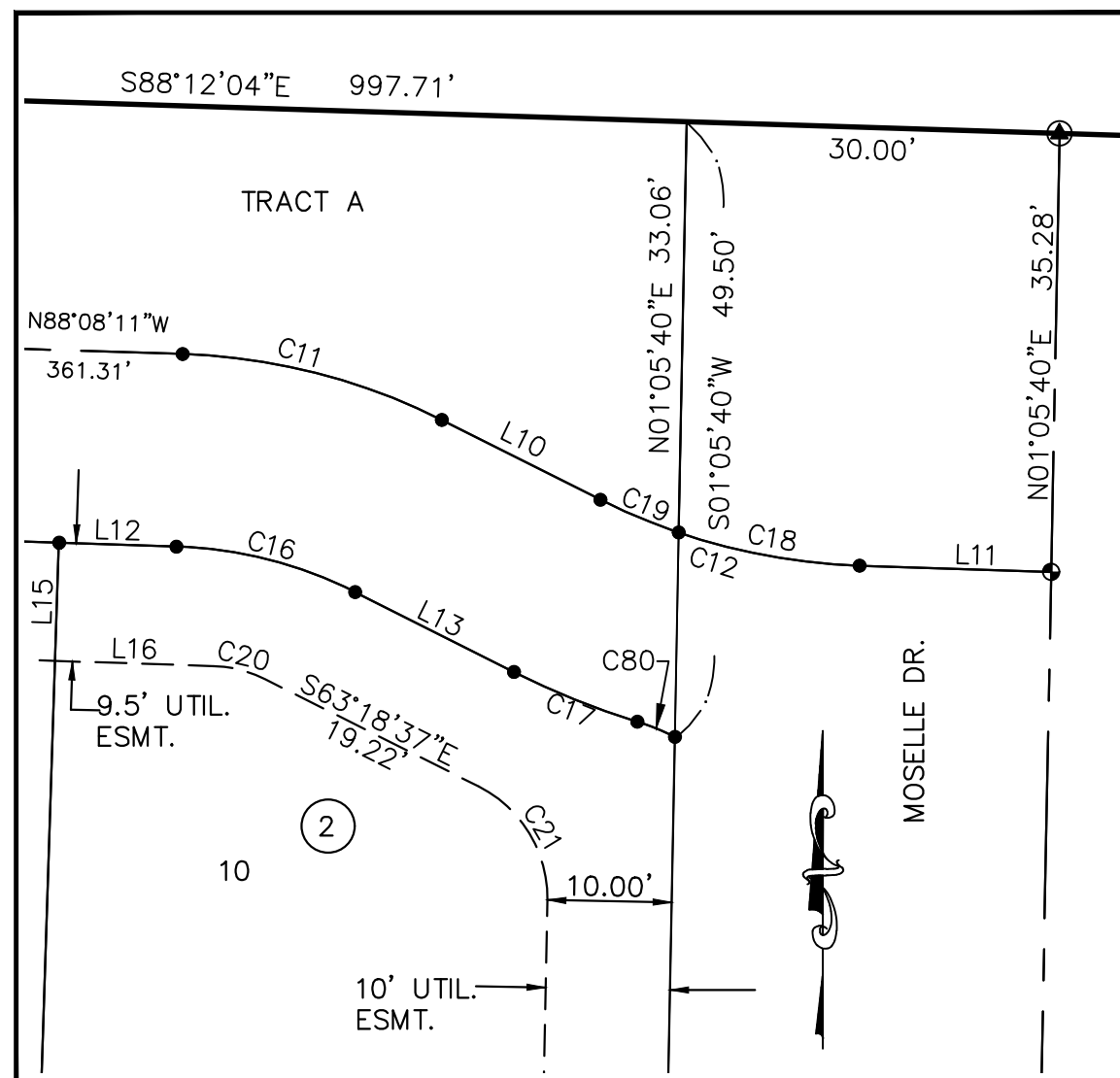
SURVEY NOTE:
THE RIGHT OF WAY WIDTH IS VARIABLE ALONG THIS PORTION OF THE ROADWAY

PRELIMINARY

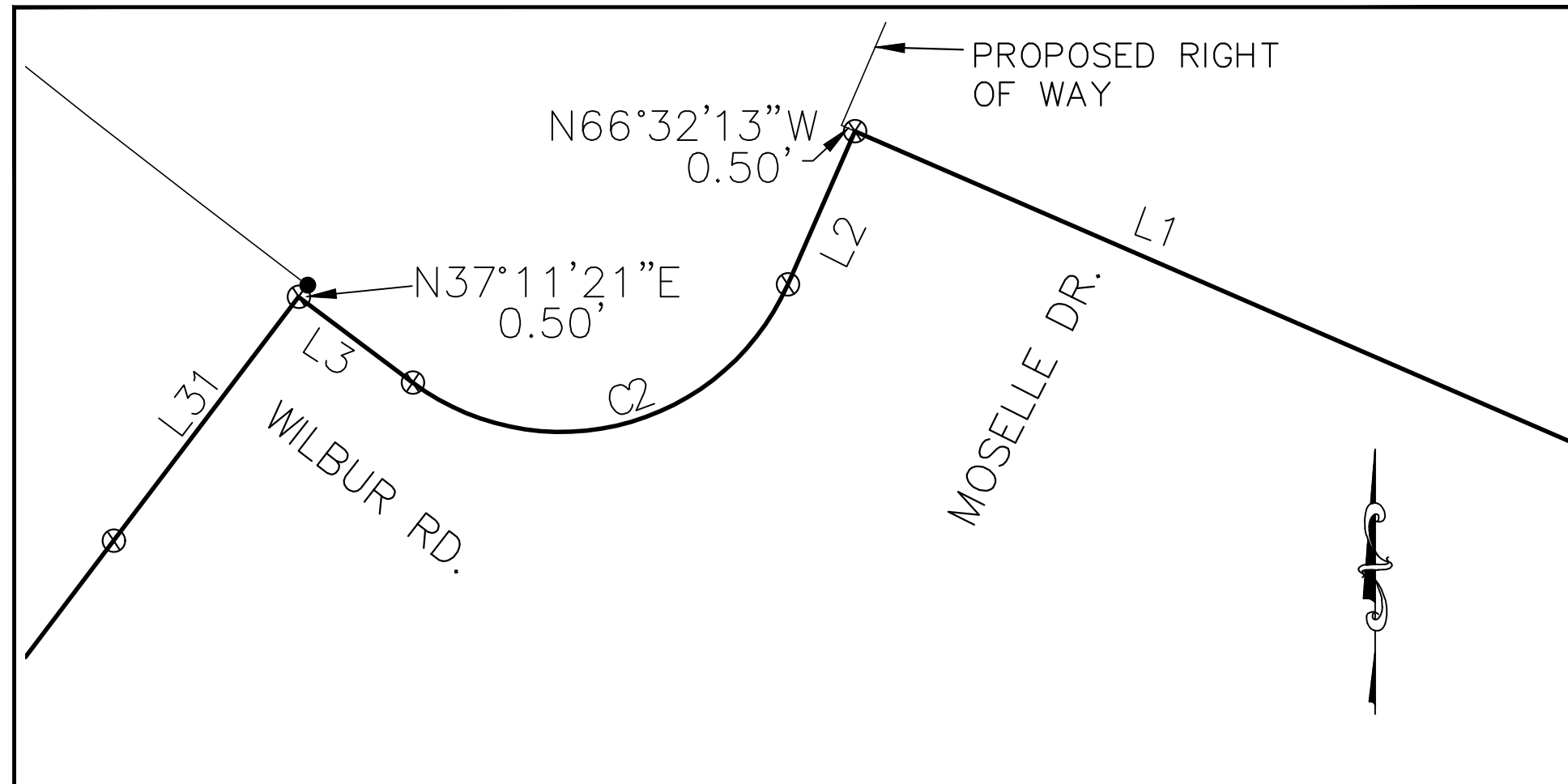


COEUR D'ALENE PLACE THIRTY-EIGHTH ADDITION
LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27 TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

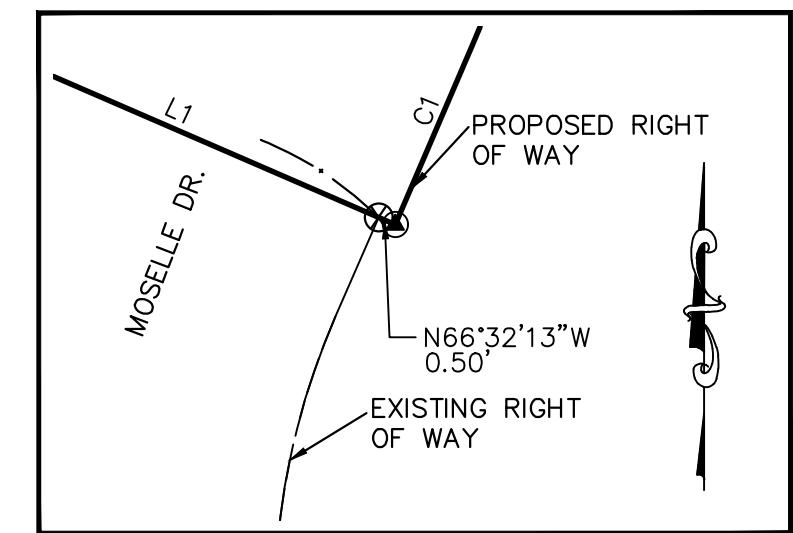
RFK LAND SURVEYING INC.		DRAWN	APPROVED	SCALE	PROJECT
1420 WEST GARLAND AVENUE SPOKANE, WA 99205 TEL: (509) 324-7861 FAX: (509) 327-7249 E-MAIL: rudy@rfklandsurveying.com		MEM	RFK	AS NOTED	24-154
DATE	DATE	SHEET	FIELD BOOK		
09/23/24	09/23/24	2 OF 4			



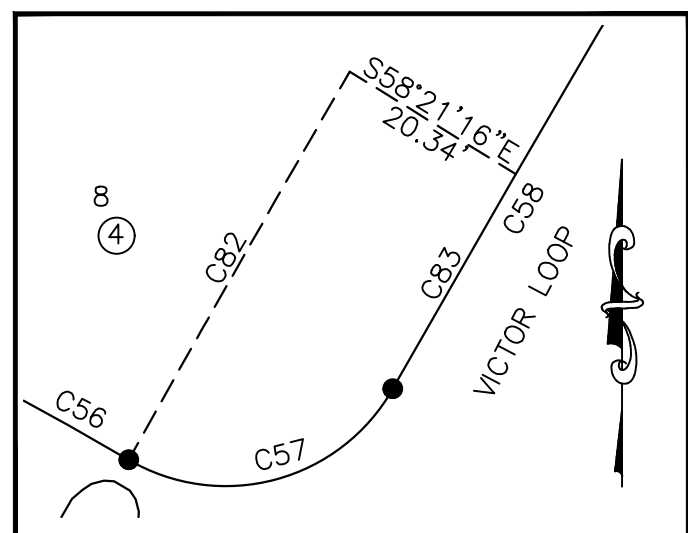
DETAIL A
NOT TO SCALE



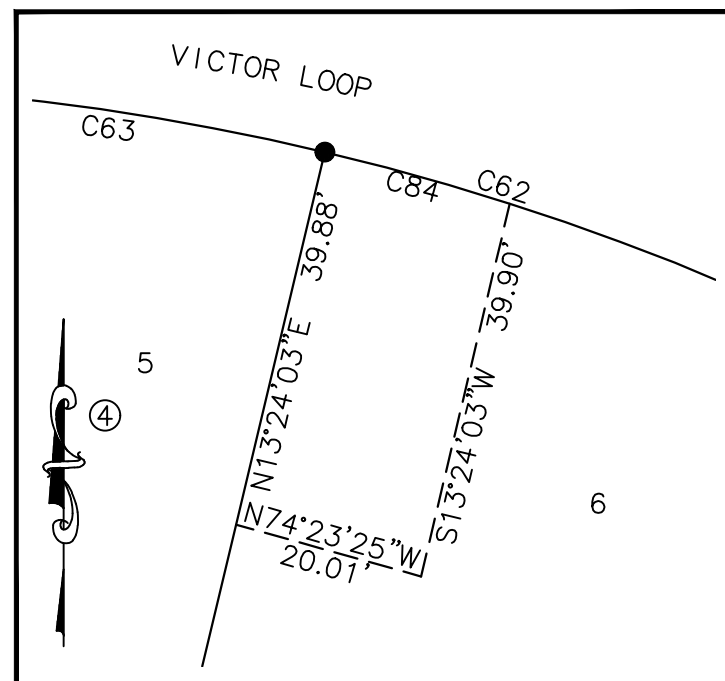
DETAIL B
NOT TO SCALE



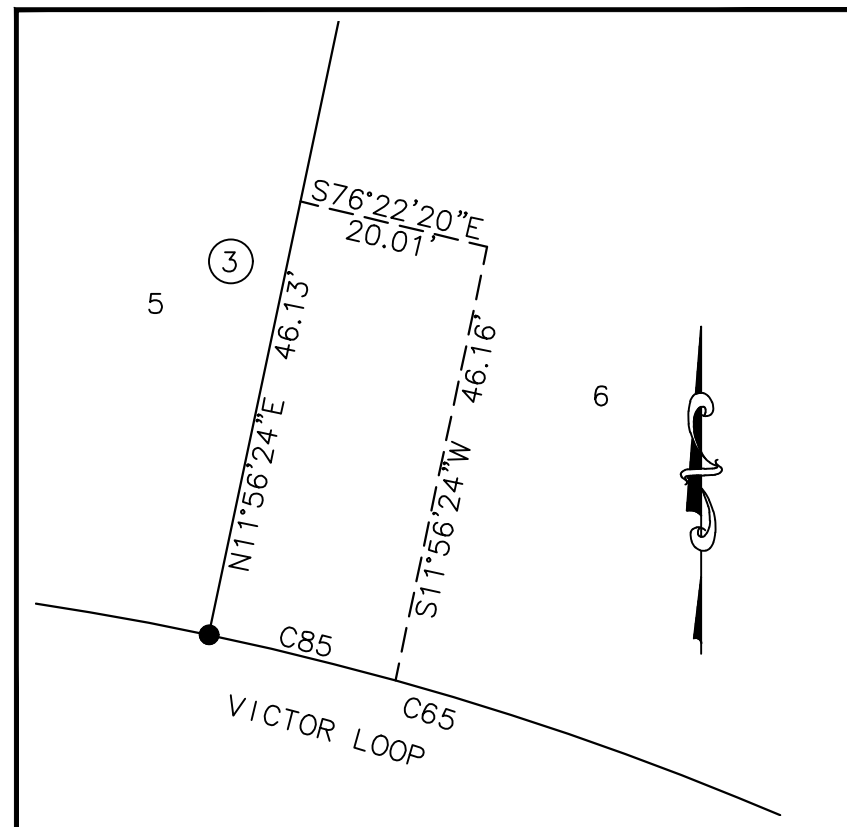
DETAIL C
NOT TO SCALE



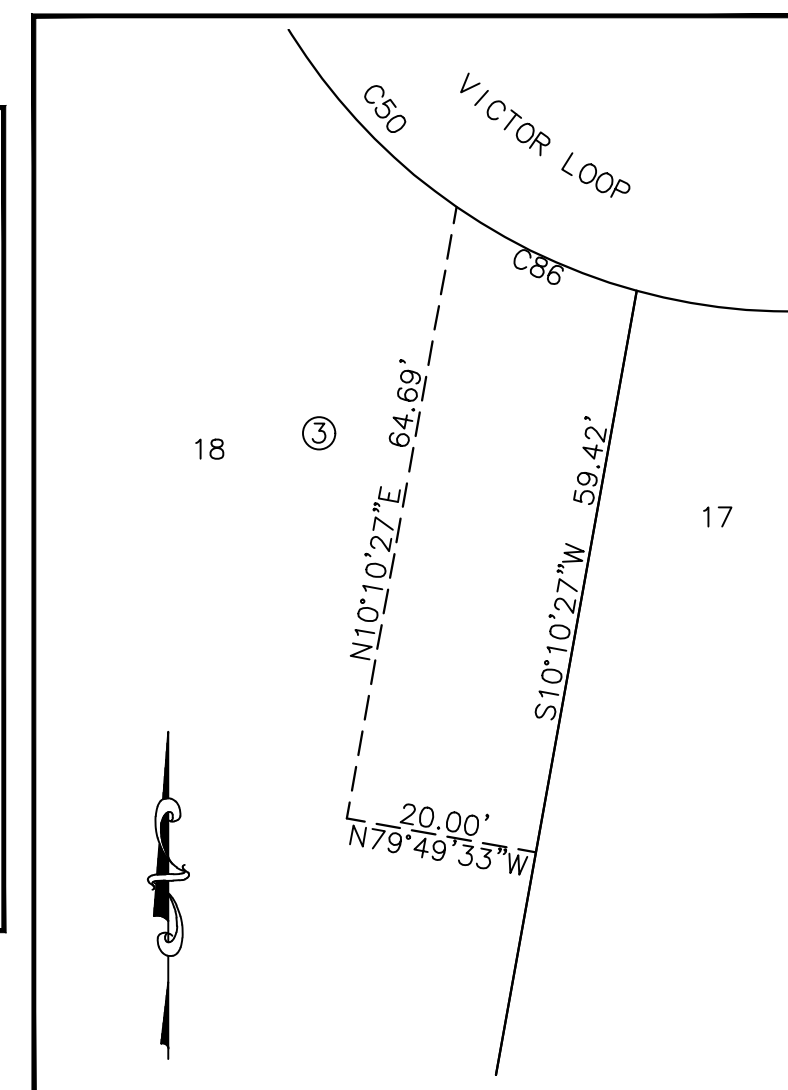
DETAIL D
DRAINAGE EASEMENT
SCALE: 1"=20'



DETAIL E
DRAINAGE EASEMENT
SCALE: 1"=20'



DETAIL F
DRAINAGE EASEMENT
SCALE: 1"=20'



DETAIL G
DRAINAGE EASEMENT
SCALE: 1"=20'

PRELIMINARY



**COEUR D' ALENE PLACE
THIRTY-EIGHTH ADDITION**

LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER
OF SECTION 27 TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE
MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

RFK LAND SURVEYING INC.

1420 WEST GARLAND AVENUE
SPOKANE, WA 99205
TEL: (509) 324-7861
FAX: (509) 327-7249
E-MAIL: rudy@rfklandsurveying.com

DRAWN	APPROVED	SCALE	PROJECT
MEM	RFK	AS NOTED	24-154
DATE	DATE	SHEET	FIELD BOOK
09/23/24	09/23/24	3 OF 4	

CITY COUNCIL CERTIFICATE

THIS PLAT HAS BEEN APPROVED AND ACCEPTED BY THE CITY COUNCIL OF COEUR D'ALENE, IDAHO. ON THE _____ DAY OF _____, 20__.

COEUR D'ALENE CITY CLERK

COEUR D'ALENE CITY ENGINEER

HEALTH DISTRICT APPROVAL

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON OLPE FROM THE CITY OF COEUR D' ALENE REVIEW AND APPROVAL FOR THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF SANITARY RESTRICTIONS. WATER AND SEWER LINES HAVE BEEN COMPLETED AND SERVICES CERTIFIED AS AVAILABLE. SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH SECTION 650-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

DATE _____ HEALTH DISTRICT SIGNATURE _____

SURVEYOR'S CERTIFICATE

I, MICHAEL E. MOORE P.L.S. #9717, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED ON THIS PLAT WAS PERFORMED BY ME OR UNDER MY SUPERVISION IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO. INTERIOR MONUMENTS WILL BE SET 1 YEAR SUBSEQUENT TO THE RECORDING OF THIS PLAT IN ACCORDANCE WITH IDAHO CODES 50-1331 AND 50-1333.

PRELIMINARY

MICHAEL E. MOORE P.L.S. #9717 DATE _____



KOOTENAI COUNTY TREASURER

I HEREBY CERTIFY THAT THE REQUIRED TAXES ON THE HEREIN DESCRIBED LAND

HAVE BEEN PAID THROUGH _____, THIS

_____ DAY OF _____, 20__.

KOOTENAI COUNTY TREASURER

COUNTY SURVEYOR'S CERTIFICATE

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

KOOTENAI COUNTY SURVEYOR



KOOTENAI COUNTY RECORDER STATE OF IDAHO)

COUNTY OF KOOTENAI) SS

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

AT _____ MINUTES PAST _____ O'CLOCK _____ M. AND DULY RECORDED IN BOOK _____, PAGE _____, AS INSTRUMENT NO. _____, FEE _____.

KOOTENAI COUNTY RECORDER

OWNER'S CERTIFICATE & DEDICATION

BE IT KNOWN THAT GREENSTONE-KOOTENAI II, INC., AN IDAHO CORPORATION, IS THE OWNER OF THE PROPERTY DESCRIBED IN THIS CERTIFICATE AND HAS CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS AND TRACTS AS HEREIN SHOWN AND DOES DESIGNATE THE SAME AS COEUR D'ALENE PLACE THIRTY-EIGHTH ADDITION, SAID PROPERTY IS LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D' ALENE, KOOTENAI COUNTY, IDAHO.

A PORTION OF LOT 1, BLOCK 22 OF COEUR D' ALENE PLACE FIRST ADDITION, RECORDED IN BOOK G OF PLATS, PAGES 340 THRU 340B, LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, IN THE CITY OF COEUR D' ALENE, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 3, BLOCK 2 OF COEUR D' ALENE PLACE THIRTY-SECOND ADDITION, RECORDED IN BOOK L OF PLATS, PAGES 525 THRU 525D, SAID POINT ALSO BEING ON THE NORTH LINE OF SAID COEUR D' ALENE PLACE FIRST ADDITION; THENCE S88°12'09"E ALONG SAID NORTH LINE A DISTANCE OF 998.21 FEET; THENCE LEAVING THE NORTH LINE OF SAID COEUR D' ALENE PLACE FIRST ADDITION; S01°22'49"W A DISTANCE OF 100.25 FEET; THENCE S01°42'55"W A DISTANCE OF 97.49 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 830.00 FEET AND A CHORD BEARING AND DISTANCE OF S13°43'27"W, 280.80 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°28'40" AN ARC DISTANCE OF 282.16 FEET; THENCE N66°32'13"W A DISTANCE OF 0.50 FEET TO A POINT ON THE NORTHERLY BOUNDARY LINE OF COEUR D' ALENE PLACE THIRTY-SIXTH ADDITION, RECORDED IN BOOK L OF PLATS, PAGES 831 THRU 831C; THENCE ALONG THE NORTHERLY AND WESTERLY BOUNDARY LINE OF SAID COEUR D' ALENE PLACE THIRTY-SIXTH ADDITION THE FOLLOWING TWELVE (12) COURSES:

- 1) N66°32'13"W A DISTANCE OF 59.00 FEET;
2) S23°40'35"W A DISTANCE OF 5.73 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 8.50 FEET AND A CHORD BEARING AND DISTANCE OF S75°18'37"W, 13.29 FEET;
3) THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 102°50'30" AN ARC DISTANCE OF 15.26 FEET;
4) N53°02'23"W A DISTANCE OF 4.90 FEET;
5) S37°11'21"W A DISTANCE OF 10.50 FEET;
6) S37°10'41"W A DISTANCE OF 38.00 FEET;
7) S57°31'34"W A DISTANCE OF 19.16 FEET;
8) N50°14'56"W A DISTANCE OF 98.26 FEET;
9) S53°11'54"W A DISTANCE OF 16.30 FEET;
10) S00°23'08"E A DISTANCE OF 38.67 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 1349.50 FEET AND A CHORD BEARING AND DISTANCE OF S27°33'31"W, 529.90 FEET;
11) THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE 22°38'42" AN ARC DISTANCE OF 533.36 FEET;
12) S11°00'38"W A DISTANCE OF 31.45 FEET TO THE NORTHEAST CORNER OF LOT 6, BLOCK 3 OF COEUR D' ALENE PLACE THIRTY-FIRST ADDITION, RECORDED IN BOOK L OF PLATS, PAGES 371 THRU 371D; THENCE N51°4'52"W ALONG THE NORTHERLY LINE OF BLOCK 3 OF SAID COEUR D' ALENE PLACE THIRTY-FIRST ADDITION A DISTANCE OF 305.56 FEET TO THE SOUTHEAST CORNER OF LOT 4, BLOCK 3 OF SAID COEUR D' ALENE PLACE THIRTY-SECOND ADDITION, THENCE ALONG THE EASTERLY BOUNDARY LINE OF SAID COEUR D' ALENE PLACE THIRTY-SECOND ADDITION, THE FOLLOWING SEVEN (7) COURSES;
1) N12°22'12"E A DISTANCE OF 194.44 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 378.50 FEET AND A CHORD BEARING AND DISTANCE OF N79°38'33"W, 26.58 FEET;
2) THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°01'30" AN ARC DISTANCE OF 26.59 FEET;
3) N08°20'42"E A DISTANCE OF 121.76 FEET;
4) N88°12'09"W A DISTANCE OF 230.16 FEET;
5) N01°47'51"E A DISTANCE OF 384.00 FEET;
6) N88°12'09"W A DISTANCE OF 47.81 FEET;
7) N01°47'51"E A DISTANCE OF 120.00 FEET TO THE POINT OF BEGINNING.

SUBJECT TO ALL EASEMENTS OF RECORD CONTAINING 14.029 ACRES MORE OR LESS.

- 1.) THE CITY OF COEUR D'ALENE WILL PROVIDE WATER AND SANITARY SEWER SERVICE TO THIS DEVELOPMENT.
2.) THE OWNER HEREBY GRANTS TO THE PUBLIC A TEN FOOT (10') AND A NINE AND A HALF FOOT (9.5') EASEMENT ADJACENT TO RIGHTS OF WAY SHOWN HEREON AND OVER ALL OF TRACTS A, B, C AND D TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS FOR THE INSTALLATION, IMPROVEMENT, OPERATION AND MAINTENANCE OF FRANCHISED UTILITIES AS SHOWN HEREON.
3.) TRACTS A AND B IDENTIFIED HEREON ARE COMMON AREAS AND SHALL BE DEEDED TO, OWNED, IMPROVED, MANAGED AND MAINTAINED BY THE COEUR D'ALENE PLACE MASTER ASSOCIATION INC., A NONPROFIT ASSOCIATION OF PROPERTY OWNERS HAVING JURISDICTION OVER THE PLATTED AREA. THE COMMON TRACTS CANNOT BE SOLD OR TRANSFERRED REGARDLESS OF ANY PROVISIONS IN THE COVENANTS TO THE CONTRARY WITHOUT THE EXPRESSED WRITTEN APPROVAL BY THE CITY OF COEUR D'ALENE. THE OWNERS HEREBY DECLARE THAT ALL SUCH COMMON AREA TRACTS SHALL BE SUBJECT TO A PERPETUAL NONEXCLUSIVE EASEMENT IN FAVOR OF THE COEUR D'ALENE PLACE MASTER ASSOCIATION INC., FOR USE AND ENJOYMENT FOR RECREATIONAL PURPOSE, SUBJECT TO SUCH PURPOSES AS DRAINAGE, INGRESS AND EGRESS EASEMENTS AND SUBJECT TO SUCH UNIFORM RULES, REGULATIONS, AND RESTRICTIONS AS MAY BE ADOPTED BY THE OWNERS ASSOCIATION FROM TIME TO TIME
4.) THE OWNER HEREBY GRANTS TO THE CITY OF COEUR D' ALENE DRAINAGE EASEMENTS ON LOTS 6 AND 18 BLOCK 3, LOTS 6 AND 8 BLOCK 4, AS SHOWN HEREON FOR THE INSTALLATION, IMPROVEMENT, OPERATION AND MAINTENANCE OF THE STORM WATER DRAINAGE FACILITIES TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS. NO BUILDING, STRUCTURE OR IMPROVEMENT SHALL BE ERECTED NOR CONSTRUCTED WITHOUT THE EXPRESS WRITTEN APPROVAL OF THE CITY OF COEUR D' ALENE AS EVIDENCED BY THE SIGNATURE OF THE CITY ENGINEER ON AN APPROVED PLAN.
5.) THE OWNERS HEREBY DEDICATES THE STREET RIGHT OF WAY OF WILBUR AVENUE AND VICTOR LOOP AS SHOWN HEREON TO THE PUBLIC FOREVER.

IN WITNESS WHEREOF, THE AFORESAID OWNERS HAVE CAUSED THEIR CORPORATE NAMES TO BE HEREUNTO SUBSCRIBED THIS _____ DAY OF _____, 20__.

BY: GREENSTONE-KOOTENAI II, INC.

ACKNOWLEDGMENT

STATE OF WASHINGTON)
COUNTY OF SPOKANE) SS

ON THIS _____ DAY OF _____, 20__, BEFORE ME, _____, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, PERSONALLY APPEARED _____, KNOWN OR IDENTIFIED TO ME TO BE _____ FOR GREENSTONE-KOOTENAI II, INC. THE CORPORATION THAT EXECUTED THIS INSTRUMENT OR THE PERSONS WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID CORPORATION AND ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.

NOTARY PUBLIC FOR THE STATE OF WASHINGTON RESIDING AT _____ MY COMMISSION EXPIRES _____

COEUR D' ALENE PLACE THIRTY-EIGHTH ADDITION

LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27 TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

RFK LAND SURVEYING INC.

Table with 5 columns: Address (1420 WEST GARLAND AVENUE SPOKANE, WA 99205), DRAWN (MEM), APPROVED (RFK), SCALE (N/A), PROJECT (24-154); Date (09/23/24), DATE (09/23/24), SHEET (4 OF 4), FIELD BOOK.

AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK

Coeur d'Alene Place 38th Addition

THIS AGREEMENT made this 3rd day of December, 2024 between Greenstone-Kootenai II, Inc., whose address is 1421 N. Meadowwood Lane, Suite 200, Liberty Lake, WA 99019, with Kevin Schneidmiller, Vice-President, 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 Coeur d'Alene Place 38th Addition, a forty-six (46) lot, residential development in Coeur d'Alene, situated in the NE ¼ Section 27, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho; and

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

IT IS AGREED AS FOLLOWS:

The Developer agrees to maintain and warrant for a period of one year from the approval date of this agreement, the public improvements listed in the attached spreadsheet, attached as Exhibit "A", and, as shown on the construction plans entitled "Coeur d'Alene Place 38th Addition", signed and stamped by Doug J. Desmond, PE, # 10886, dated July 26, 2024, incorporated herein by reference, including but not limited to: sanitary sewer system and appurtenances, potable water system and appurtenances, catch basins, stormwater drainage swales, drywells and appurtenances, concrete curb and sidewalk including ramps, asphalt paving, street luminaires, signing and monumentation as required under Title 16 of the Coeur d'Alene Municipal Code.

The Developer herewith delivers to the City, security in a form acceptable to the City, for the amount of One Hundred Forty-two Thousand Six Hundred Eighty and 00/100 Dollars (\$142,680.00) 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 3rd day of December, 2025. 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.

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

City of Coeur d'Alene

Woody McEvers, Mayor

ATTEST:

Renata McLeod, City Clerk

Greenstone-Kootenai II, Inc.



Kevin Schneidmiller, Vice-President

EXHIBIT 'A'

Resolution No. 24-094

Project Name:		Coeur d' Alene Place 38th Addition Warranty j bond amount											
Project Number:		8-338000											
Street Names			Wilbur Ave.	Victor Loop	Filey	Mosselle Dr.	per unit	cost	tax	TOTAL COST (Includes Allocations)			
length			960	984	583	482							
width			33	30	26	33							
50 Radius		7850		15700									
culdesac													
area - sq ft			31680	45220	15158	15906							
Expenses													
		average depth	1	1	1	1							
		ROW width	60	54	54	60							
		taxable											
9-0120	Storm Drainage	0 Single Depth DW		1			\$ 3,950.00	3,950	0				
		0 Double Depth DW	1	3	1	1	\$ 4,800.00	28,800	0				
		0 CMP 8"					\$ 65.00	0	0				
		0 CMP 12"	315				\$ 68.00	21,420	0				
		0 CMP 18"					\$ 73.00	0	0				
		0 HDPE 24"					\$ 124.00	0	0				
		0 storm manhole					\$ 3,300.00	0	0				
		0 Type I CB					\$ 1,850.00	0	0				
		0 Type II CB	2	2		2	\$ 3,250.00	19,500	0				
		0 Sidewalk Vaults		3			\$ 1,400.00	4,200	0				
		0 208' ponds	758	2498	420	805	\$ 1.30	5,825	0				
		0 Rip Rap					\$ 500.00	0	0				
		0 Splash Pads	1	1	1	1	\$ 1,700.00	6,800	0				
		0 Hydroseed	758	2498	420	805	\$ 0.20	896	0	90,495			
9-0130	Sewer	0 6" mainline					\$ 26.00	0	0				
		0 8" mainline	363	863	400		\$ 72.00	117,072	0				
		0 10" mainline					\$ 40.00	0	0				
		0 12" mainline					\$ 60.00	0	0				
		0 12" forced main					\$ 41.00	0	0				
		0 6" forced main					\$ 32.00	0	0				
		0 Manholes	2	1	4		\$ 5,500.00	38,500	0				
		0 Dog house MH		1			\$ 10,000.00	10,000	0				
		0 services	6	27	11		\$ 1,400.00	61,600	0				
		0 8" cleanout					\$ 500.00	0	0				
		0 Extra depth					\$ 12.00	0	0				
		0 sleeving					\$ 150.00	0	0				
		0 Tie in	3				\$ 2,000.00	6,000	0				
		0 Extra work ss service					\$ 500.00	0	0	233,172			
9-0140	Water	0 6" mainline					\$ 30.00	0	0				
		0 8" mainline	12	955	627		\$ 75.00	119,550	0				
		0 10" mainline					\$ 51.00	0	0				
		0 12" Mainline	938			460	\$ 98.00	137,004	0				
		0 Fire Hydrants	1	2	1		\$ 9,000.00	36,000	0				
		0 blow offs		1		1	\$ 1,600.00	3,200	0				
		0 Sample station	2				\$ 3,400.00	6,800	0				
		0 Services	6	27	11		\$ 4,200.00	184,800	0				
		0 irrigation service			1		\$ 15,000.00	15,000	0				
		0 irrigation sleeving					\$ 15.00	0	0				
		0 Tie In	1		1	1	\$ 1,600.00	4,800	0	507,154			
9-0150	Paving	2" on 4"					\$ 1.75	0	0				
		2" on 6"		45220	15158	15906	\$ 2.75	209,781	0				
		3" on 7"	31680				\$ 3.30	104,544	0				

Exhibit "B"

Resolution No. 24-094

Project Name:		Coeur d' Alene Place 38th Addition Warranty j bond amount									
Project Number:		8-338000									
Street Names		Wilbur Ave.	Victor Loop	Alley	Mosselle Dr.	per unit	cost	tax	TOTAL COST (Includes Allocations)		
						\$ 2.80	0	0			
						\$ -					
						\$ 4.50	0	0		314,325	
9-0151	Curbing					\$ 16.50	49,088	0			
		1836	2250	1139	964	\$ 16.00	51,424	0			
						\$ 8.25	0	0		100,512	
9-0152	Sidewalk width					\$ 5.25	129,623	0			
						\$ 3.25	0	0			
						\$ 21.00	0	0			
						\$ 900.00	0	0			
						\$ 1,250.00	10,000	0		139,623	
9-0175	Trail System					\$ 3.50	0	0			
						\$ 4.00	36,720	0		36,720	
9-0180	Mailboxes/Street Signs					\$ 800.00	4,800	0		4,800	
9-0185	Lighting					\$ -	0	0		0	
	CONSTRUCTION COSTS									1,426,800	
	Warranty Bond 10%									142,680	

Exhibit "B"

AGREEMENT TO PERFORM LANDSCAPE WORK
Coeur d'Alene Place 38th Addition

THIS AGREEMENT made this 3rd day of December, 2024 between Greenstone-Kootenai II, Inc., whose address is 1421 N. Meadowwood Lane, Suite 200, Liberty Lake, WA 99019, with Kevin Schneidmiller, Vice-President, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved, subject to completion of the required improvements, the subdivision plat of Coeur d'Alene Place 38th Addition, a forty-six (46) lot, two (2) tract residential development in Coeur d'Alene, located in the NE ¼ of Section 27, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to complete the following improvements: Open space landscape improvements, as required under Title 17 of the Coeur d'Alene Municipal Code, on or before the 15th day of June, 2025. Said improvements are more particularly described on the submitted estimate dated November 25, 2024 attached as Exhibit 'A', and, shown on the Open Space Plans on file in the City of Coeur d'Alene Planning Department's office and incorporated herein by reference.

The Developer, prior to recording the plat, shall deliver to the City, security in the amount of Four Hundred Thirty-one Thousand Three Hundred Eighty and 00/100 Dollars (\$431,380.00) securing the obligation of the Developer to complete the landscape open space improvements referred to herein. Should the Developer noted herein fail to complete the improvements within the time herein provided, the City may utilize the funds to complete or have the improvements completed. In the event the City completes the improvements as a result of the Developer's default, the Developer shall be responsible for any costs that exceed the installed security for the public improvements noted herein.

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

City of Coeur d'Alene

Woody McEvers, Mayor

Greenstone-Kootenai II, Inc.



Kevin Schneidmiller, Vice-President

ATTEST:

Renata McLeod, City Clerk

EXHIBIT 'A'

Resolution No. 24-094

Project Name:		Coeur d' Alene Place 38th Addition Landscape Performance Bond																		
Project Number:		8-338000																		
Street Names			Wilbur Ave.	Victor Loop	Alley	Mosselle Dr.	per unit	cost											TOTAL COST (Includes Allocations)	
length			960	984	583	482														
width			33	30	26	33														
50 Radius	7850	culdesac		15700																
area - sq ft			31680	45220	15158	15906														
Expenses																				
average depth			1	1	1	1														
9-0160	Landscaping-street scape	0 Tract	A	77,913			\$	2.75	214,261											
		1 Tract	B	26,664			\$	2.75	73,326											
		0 Tract					\$	0.65												
		1 Tract	D				\$	0.65	0											
		1 Tract	E				\$	0.65	0											
		1 Tract	F				\$	0.65	0											
		1 Tract	G				\$	0.65	0											
		1 Tract	H				\$	0.65	0											
		1 Tract	I				\$	0.65	0											
		1 Tract	J				\$	0.65	0											
		1 Tract	K				\$	0.65	0											
		1																	287,587	
CONSTRUCTION COSTS																			287,587	
Landscape Performance Bond		150%					\$		431,380											

Exhibit "B"

**CITY COUNCIL
STAFF REPORT**

DATE: December 3, 2024
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: **Full Circle Tracts: Acceptance of Improvements, Maintenance/Warranty Agreement and Security Approval**

DECISION POINT

Staff is requesting the following:

1. Acceptance of the installed public infrastructure improvements.
2. Approval of the Maintenance/Warranty Agreement and Security.

HISTORY

- a. Applicant: Melissa Wells, Manager
LREV 27 LLC & LREV 28 LLC
1859 N. Lakewood Drive, Suite 200
Coeur d'Alene, ID 83814
- b. Location: Southeast Corner of Hanley Avenue & Huetter Road
- c. Previous Action:
 1. Preliminary plat approval, November 9, 2023
 2. Final plat approval, December 2023

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 3, 2025. The amount of the security provided is \$87,557.00.

PERFORMANCE ANALYSIS

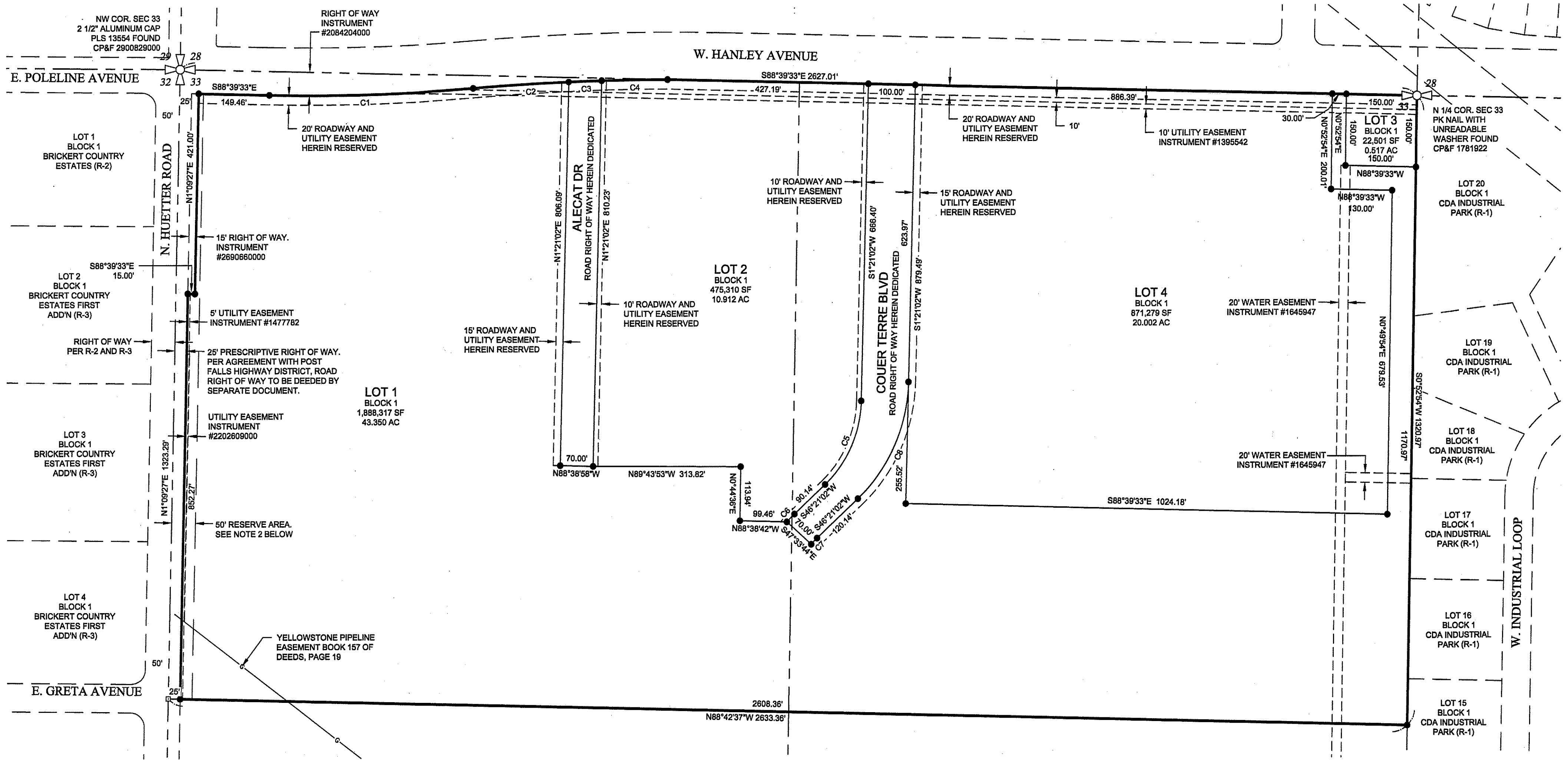
The developer has installed all required public infrastructure. The responsible City departments have approved the installations and found them ready to accept. Acceptance of the installed improvements will allow the issuance of all available building permits for this phase of the development, and, Certificate of Occupancy issuance upon completion. The City maintenance would be required to start after the one (1) year warranty period expires on December 3, 2025.

DECISION POINT RECOMMENDATION

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

FULL CIRCLE TRACTS

A PORTION OF THE N. 1/2 OF THE NW 1/4 OF SECTION 33, TOWNSHIP 51 N., RANGE 4 W., BOISE MERIDIAN,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



LEGEND

- SET 5/8" x 24" REBAR WITH YELLOW PLASTIC CAP, P.L.S. 9367
- CALCULATED POSITION, NOTHING FOUND OR SET
- ⊕ N-S 1/4 SECTION CORNER AS NOTED
- ⊕ SECTION CORNER AS NOTED
- CP&F CORNER PERPETUATION & FILING RECORD (WITH INSTRUMENT NO.)

NOTES

1. EXCEPT AS SHOWN HEREON, THERE WAS NO ATTEMPT MADE TO SHOW THE PHYSICAL FEATURES OF THE PROPERTY, OR TO SHOW ANY UNRECORDED.
2. ANY PORTION OF THIS PARCEL WITHIN 50 FEET OF THE WEST LINE OF SECTION 33 IS HEREIN RESERVED FOR A POTENTIAL FUTURE RIGHT OF WAY DEDICATION FOR HUETTER ROAD. NO PERMANENT STRUCTURES MAY BE PLACED IN THIS AREA WITHOUT PERMISSION OF THE CITY OF COEUR D'ALENE COMMUNITY DEVELOPMENT DIRECTOR.

SURVEYOR'S NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO PLAT THE PROPERTY DESCRIBED HEREON. SURVEY MONUMENTS WHERE FOUND/HELD AS DEPICTED HEREON.

TITLE DOCUMENTS

THESE ARE DOCUMENTS IN TITLE REPORT COMMITMENT KT-501370, ISSUED BY KOOTENAI COUNTY TITLE COMPANY, DATED: 08/16/2023 THAT FOR THE REASON INDICATED, CAN NOT BE DISPLAYED ON THE MAP.

BK 77 OF DEEDS PG 356, BK 93 OF DEEDS PG 291, BK 95 OF DEEDS PG 43, BK 157 OF DEEDS PG 19 AND INSTRUMENT NUMBERS 1675445 AND 2136478000 ARE BLANKET EASEMENTS OVER THE NORTHWEST QUARTER.

INSTRUMENT NUMBERS 1477781, 2679483000 AND 2710342000 DO NOT AFFECT SUBJECT PROPERTY.

INSTRUMENT NUMBERS 1280123 AND 1987844 IS FOR POWER POLES AND ANCHOR THAT WOULD NOW BE IN HANLEY ROAD.

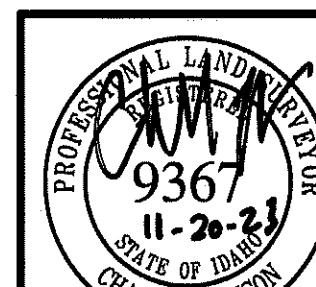
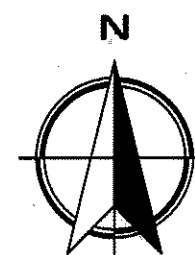
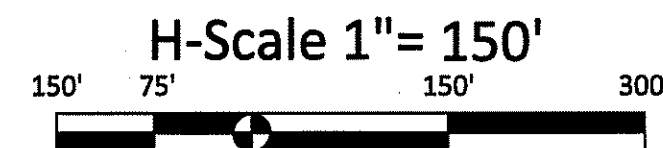
REFERENCES

IN RECORDS OF KOOTENAI COUNTY, IDAHO:

- R-1 PLAT OF COEUR D'ALENE INDUSTRIAL PARK BY GARY A. FRAME PE 1817. RECORDED IN BOOK 'F' OF PLATS, PAGE 30, UNDER INSTRUMENT NO. 794296.
- R-2 PLAT OF BRICKERT COUNTRY ESTATES BY RUSSELL G. HONSAKER PLS 5289. RECORDED IN BOOK 'G' OF PLATS, PAGE 406, UNDER INSTRUMENT NO. 1459593.
- R-3 PLAT OF BRICKERT COUNTRY ESTATES FIRST ADDITION BY RUSSELL G. HONSAKER PLS 5289. RECORDED IN BOOK 'G' OF PLATS, PAGE 443, UNDER INSTRUMENT NO. 1485106.

BASIS OF BEARING

AS SHOWN HEREON, BASIS OF BEARING FOR THIS SURVEY IS IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE, (1103). PROJECT COORDINATES WERE TRANSLATED TO WEST ZONE AT A JOHNSON SURVEYING BASE POINT LOCATED AT (N: 2,211,208.49, E: 2,348,419.65) AND WERE POST PROCESSED USING NGS OPUS WITH A HORIZONTAL REFERENCE FRAME OF NAD83 (2011)(EPOCH: 2010.0000) AND A VERTICAL DATUM OF NAVD88 (GEOID 18). ALL BEARINGS SHOWN ARE GRID. ALL DISTANCES SHOWN ARE GROUND (US SURVEY FEET), WITH A COMBINED SCALE FACTOR OF 1.00008293 APPLIED AT THE BASE POINT. GEODETIC NORTH IS AN ANGULAR ROTATION OF -00°49'50"



CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD	CRD. DIST.
C1	4050.00'	432.74'	6°07'19"	N88°16'47"E	432.53'
C2	4960.00'	202.84'	2°20'35"	S86°23'26"W	202.83'
C3	4960.00'	70.12'	0°48'36"	S87°58'02"W	70.12'
C4	4960.00'	139.92'	1°36'59"	S89°10'49"W	139.91'
C5	250.00'	196.35'	45°00'00"	N23°51'02"E	191.34'
C6	335.00'	22.88'	3°54'46"	S44°23'39"W	22.87'
C7	265.00'	18.10'	3°54'46"	S44°23'39"W	18.09'
C8	350.00'	274.89'	45°00'00"	N23°51'02"E	267.88'

FULL CIRCLE TRACTS				Johnson Surveying
A PORTION OF THE N. 1/2 OF THE NW 1/4 OF SECTION 33, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO				
DATE SURVEYED: JUNE 2019	DRAFTED BY: DTL	PLOT DATE: 11/15/2023	SHEET	P.O. Box 2544 Post Falls, ID 83877 208-860-2351 johnsonsurveyingnw.com
FILE NAME: 23-139 SURVEY	CHECKED BY: CJJ	PROJECT No.: 23-139	1 2	

FULL CIRCLE TRACTS

A PORTION OF THE N. 1/2 OF THE NW 1/4 OF SECTION 33, TOWNSHIP 51 N., RANGE 4 W., BOISE MERIDIAN,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK L PAGE 878A
INST.# 2955546000

OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS: THAT LREV 27 LLC, AN IDAHO LIMITED LIABILITY COMPANY AND LREV 28 LLC, AN IDAHO LIMITED LIABILITY COMPANY, HEREBY CERTIFY THAT THEY OWN THE PROPERTY HEREINAFTER DESCRIBED AND INCLUDES SAID PROPERTY IN A PLAT TO BE KNOWN AS "FULL CIRCLE TRACTS", SAID PROPERTY BEING DESCRIBED MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, EXCEPT ROADS.

CONTAINING 78.217 ACRES, MORE OR LESS.

THE OWNER HEREIN RESERVES THE 15 FOOT ROADWAY AND UTILITY EASEMENTS AS DEPICTED HEREON TO THE PUBLIC IN THE NAME OF THE CITY OF COEUR D'ALENE.

THE OWNER HEREIN RESERVES THE 10 FOOT ROADWAY AND UTILITY EASEMENTS AS DEPICTED HEREON TO THE PUBLIC IN THE NAME OF THE CITY OF COEUR D'ALENE.

THE OWNER HEREIN DEDICATES THE RIGHTS OF WAY FOR ALECAT DRIVE AND COVER TERRE BOULEVARD TO THE PUBLIC IN THE NAME OF THE CITY OF COEUR D'ALENE.

THE OWNER HEREBY DEDICATES ANY RIGHT, TITLE AND INTEREST THEY MAY HAVE BETWEEN THE WEST LINE OF THIS PLAT AND THE WEST LINE OF SECTION 33 TO THE PUBLIC IN THE NAME OF POST FALLS HIGHWAY DISTRICT.

SEWER AND WATER SERVICE TO BE PROVIDED BY THE CITY OF COEUR D'ALENE.

Melissa Wells
MELISSA WELLS, MANAGER
LREV 27 LLC, AN IDAHO LIMITED LIABILITY COMPANY

11/28/23
DATE

Melissa Wells
MELISSA WELLS, MANAGER
LREV 28 LLC, AN IDAHO LIMITED LIABILITY COMPANY

11/28/23
DATE

NOTARY PUBLIC

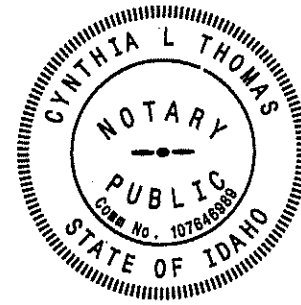
ACKNOWLEDGMENT

STATE OF IDAHO)
COUNTY OF KOOTENAI) S.S.

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS 28th DAY OF November, IN THE YEAR OF 2023, BY MELISSA WELLS AS MANAGER OF LREV 27 LLC, AN IDAHO LIMITED LIABILITY COMPANY.

NOTARY PUBLIC: Cynthia L Thomas

MY COMMISSION EXPIRES: 6-7-28



NOTARY PUBLIC

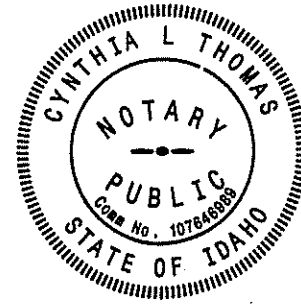
ACKNOWLEDGMENT

STATE OF IDAHO)
COUNTY OF KOOTENAI) S.S.

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS 28th DAY OF November, IN THE YEAR OF 2023, BY MELISSA WELLS AS MANAGER OF LREV 28 LLC, AN IDAHO LIMITED LIABILITY COMPANY.

NOTARY PUBLIC: Cynthia L Thomas

MY COMMISSION EXPIRES: 6-7-28



POST FALLS HIGHWAY DISTRICT

POST FALLS HIGHWAY DISTRICT ACKNOWLEDGES IT REVIEWED THIS PLAT AND NO STREETS, ROADS, OR RIGHTS-OF-WAY WERE DEDICATED TO THE PUBLIC FOR ACCEPTANCE BY POST FALLS HIGHWAY DISTRICT PURSUANT TO IDAHO CODE SECTION 50-1309.

CHAIRMAN - POST FALLS HIGHWAY DISTRICT N/A

PANHANDLE HEALTH DISTRICT

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 ARE IN FORCE FOR LOTS 1-4. NO OWNER SHALL CONSTRUCT ANY BUILDING, DWELLING, OR SHELTER WHICH NECESSITATES THE SUPPLYING OF WATER OR SEWAGE FACILITIES FOR PERSONS USING SUCH PREMISES UNTIL SANITARY RESTRICTION REQUIREMENTS ARE SATISFIED.

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

Tom Stille
PANHANDLE HEALTH DISTRICT
DATE 11-22-2023

COEUR D'ALENE CITY COUNCIL APPROVAL

THIS PLAT HAS BEEN APPROVED BY THE CITY COUNCIL OF COEUR D'ALENE, IDAHO.

THIS 2nd DAY OF December, 2023

Bonnie McLeod
COEUR D'ALENE CITY CLERK

COEUR D'ALENE CITY ENGINEER'S CERTIFICATE

THIS PLAT HAS BEEN EXAMINED AND APPROVED.

THIS 5th DAY OF December, 2023

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

VICINITY MAP



RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO THIS 6th DAY OF DECEMBER, 2023 AT 3:41p M. AND DULY RECORDED IN BOOK L OF PLATS AT PAGE(S) 878, 878A AND UNDER INSTRUMENT NO. 2955546000 AT THE REQUEST OF LREV 27 LLC

JENNIFER LOCKE
KOOTENAI COUNTY CLERK

BY: J. Rain
DEPUTY CLERK

11.00
FEE PAID

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THIS 29th DAY OF November, 2023 THAT THE REQUIRED TAXES ON THE HEREIN PLATTED LAND HAVE BEEN PAID THROUGH December 31 2023

Anna Engels (deputy treasurer)
KOOTENAI COUNTY TREASURER

COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND APPROVE THE SAME FOR RECORDING THIS 6th DAY OF DECEMBER, 2023

Rodney E. Jones
RODNEY E. JONES PLS 12463
KOOTENAI COUNTY SURVEYOR



SURVEYOR'S CERTIFICATE

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

Chad J. Johnson
CHAD J. JOHNSON PLS 9367, DATE 11-20-23

	FULL CIRCLE TRACTS		
	A PORTION OF THE N. 1/2 OF THE NW 1/4 OF SECTION 33, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO		
DATE SURVEYED: JUNE 2019	DRAFTED BY: DTL	PLOT DATE: 11/15/2023	SHEET
FILE NAME: 23-139 SURVEY	CHECKED BY: CJJ	PROJECT No.: 23-139	2 / 2
			P.O. Box 2544 Post Falls, ID 83877 208-660-2351 johnsonsurveyingnw.com

AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK

Full Circle Tracts

THIS AGREEMENT made this 3rd day of December, 2024 between LREV 27 LLC & LREV 28 LLC, whose address is 1859 N. Lakewood Drive, Suite 200, Coeur d'Alene, ID 83814, with Melissa Wells, Manager, hereinafter referred to as the "Developer," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "City";

WHEREAS, the City has approved the final subdivision plat of Full Circle Tracts, a four (4) lot, commercial/residential development in Coeur d'Alene, situated in a portion of the North Half of the Northwest Quarter of Section 33, 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 "Full Circle Tracts Short Plat" signed and stamped by Gabe R. Gallinger, PE, # 12184, dated May 6, 2024, 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.

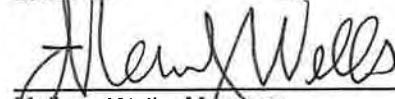
The Developer herewith delivers to the City, security in a form acceptable to the City, for the amount of Eighty-seven Thousand Five Hundred Fifty-seven and 00/100 Dollars (\$87,557.00) securing the obligation of the Developer to maintain and warrant the public subdivision improvements referred to herein. The security shall not be released until the 3rd day of December, 2025. 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.

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

City of Coeur d'Alene

Woody McEvers, Mayor

LREV 27 LLC & LREV 28 LLC



Melissa Wells, Manager

ATTEST:

Renata McLeod, City Clerk

EXHIBIT 'A'

Full Circle Tracts Short Plat
Maintenance - Warranty Estimate
 November 13, 2024

Item No.	Estimated Quantity	Description & Cost Code	Unit Price	Total Price
6200 - Site Preparation/Grading				
6210 - Excavation & Grading				\$13,506.00
	7,170 SY	Road Subgrade Prep	\$1.80	\$12,906.00
	8 EA	Inlet Protection	\$75.00	\$600.00
6250 - Sewer				
6250 - Sewer				\$254,262.50
	975 LF	12" PVC Sanitary Sewer (Deep > 25') (Couer Terre)	\$175.50	\$171,112.50
	800 LF	8" PVC Sanitary Sewer	\$55.00	\$44,000.00
	6 EA	48" Manholes (Deep Manhole > 25')	\$6,200.00	\$37,200.00
	1 EA	8" Interior Manhole Drop	\$1,950.00	\$1,950.00
6300 - Stormwater				
6300 - Stormwater				\$38,500.00
	36 EA	Concrete Curb Inlets	\$225.00	\$8,100.00
	8 EA	Drywell Type B (Double)	\$3,800.00	\$30,400.00
6350 - Water				
6350 - Water System				\$202,268.75
	1,835 LF	12" PVC Water Main	\$79.25	\$145,423.75
	6 EA	12" Fittings	\$1,495.00	\$8,970.00
	5 EA	12" Valve w/ Box	\$3,215.00	\$16,075.00
	4.0 EA	Fire Hydrant Assemblies, Incl. Valve	\$7,950.00	\$31,800.00
6400 - Streets & Walkways				
6405 - Streets, Curbs, & Gutter				\$234,208.80
	4,560 SY	6" Base W/ 3" ACP	\$24.95	\$113,772.00
	2,610 SY	6" Base W/ 2" ACP	\$19.00	\$49,590.00
	3,444 LF	Curb and Gutter	\$19.70	\$67,846.80
	120 LF	Standard Straight Curb @ ADA Ramps	\$25.00	\$3,000.00
6410 - Sidewalks				\$80,787.50
	13,150 SF	Concrete Sidewalk	\$5.75	\$75,612.50
	900 SF	Concrete for ADA ramps	\$5.75	\$5,175.00
6415 - Pathways & Trails				\$31,190.40
	1,216 SY	Asphalt Pedestrian Paths - 2" over 6"	\$23.65	\$28,758.40
	1,216 SY	Subgrade Prep - Asphalt Pathway	\$2.00	\$2,432.00
6450 - Utilities - Dry				
6450 - Dry Utilities				\$13,065.00
	2,010 LF	Dry Utilities Trenching and Backfill	\$6.50	\$13,065.00
6520 - Signage				\$7,780.40
	2 EA	Street and Stop Sign	\$750.00	\$1,500.00
	2 EA	Speed Limit Sign	\$750.00	\$1,500.00
	1,825 LF	6" Wide Bike Lane Striping	\$0.60	\$1,095.00
	1,825 LF	4" Wide 2-Way Left Turn Striping	\$0.40	\$730.00
	46 SF	18" Wide Plastic Stop Bar	\$9.90	\$455.40
	4 EA	Plastic Turn Arrow	\$275.00	\$1,100.00
	4 EA	Plastic Bike Lane Symbol with Arrow	\$350.00	\$1,400.00
Total Project Costs				\$875,569
Sub-Total				\$875,569
Multiplier 10.0%				
Warranty Bond Amount				\$87,557



**GENERAL SERVICES/PUBLIC WORKS
STAFF REPORT**

DATE: November 25, 2024
FROM: Mike Anderson, Wastewater Director
SUBJECT: Professional Services for 2024/2025 WASTEWATER COLLECTION SYSTEM CAPITAL IMPROVEMENT PROJECTS

DECISION POINT: Should the General Services/Public Works Committee recommend that Council approve an agreement with J-U-B Engineers, Inc., for professional engineering services for the 2024/2025 WASTEWATER COLLECTION SYSTEM CAPITAL IMPROVEMENT PROJECTS at a cost not to exceed \$260,200.00?

HISTORY: Each year, the Wastewater Utility prioritizes and budgets for the replacement and/or rehabilitation (R&R) of the City’s aging sewer collection infrastructure. At the top of this year’s list is a design for upgrades to the Mill River Sewer Pump Station. This project will rebuild and upgrade an existing aging pump station to handle current and future flows in this basin. Also included will be preliminary design work for sewer upsizing or bypassing a sanitary sewer capacity issue along US 95 from Wilbur Avenue south to Hanley Avenue.

Pursuant to Idaho Code § 67-2320, the WW Utility solicited firms for ongoing Professional Engineering Services through the request for qualifications process. J-U-B Engineers, Inc., was selected from the list of preapproved providers. The WW Utility has determined that J-U-B will provide the best services based on qualifications and demonstrated competence. Therefore, it is proposed that a contract be awarded to J-U-B for the 2024/2025 Wastewater Collection System Capital Improvements Projects.

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

2024/2025 Wastewater Collection System CIP Tasks:

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
010	Project Management	Time and Materials (Estimated Amount Shown)	\$14,800.00	Concurrent with work progress
100	Trenchless Rehabilitation Project	<i>Reserved</i>	--	--
200	Open Trench CMS (2024 OT Continuation)	Time and Materials (Estimated Amount Shown)	\$14,000.00	Concurrent with work progress.

300	Inflow and Infiltration Reduction	<i>Reserved</i>	--	--
400	C.9 Mill River Lift Station Analysis	Time and Materials (Estimated Amount Shown)	\$37,700.00	Draft for CLIENT review 2 months after executed contract, notice to proceed, and receipt of all required data
400	C.9 Mill River Lift Station Design	Time and Materials (Estimated Amount Shown)	\$98,800.00	Draft for CLIENT review 4 months after executed contract, notice to proceed, and receipt of all required data
400	C.12 Evaluation of US 95 Sewer Capacity Issue	Time and Materials (Estimated Amount Shown)	\$44,900.00	As mutually agreed, to by CLIENT and J-U-B
500	Management Reserve	Time and Materials (Estimated Amount Shown)	\$50,000	As mutually agreed to by CLIENT and J-U-B
600	GIS Services	Under Separate Contract	--	--
700	Master Plan Updates	<i>Reserved</i>	--	--
999	Watermain Dept. Design CMS Coordination	Reserved	--	--
Total:			\$260,200	

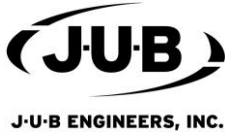
During FY 2024/2025, the Wastewater Utility budgeted \$600,000.00 for the design and construction of the CIP tasks. A copy of the proposed Agreement for Professional Services accompanies this staff report. Of the \$600,000.00 budgeted for CIP tasks in FY 2024/2025, \$260,200 is allocated for this engineering services agreement, with the remaining budget reserved for construction.

The requirement to increase capacity of the Mill River Lift Station has been known and, therefore, a “Mill River Surcharge” has been applied to all properties that feed into this lift station to be used specifically for the construction of the improvements to Mill River Lift Station (Task 400).

PERFORMANCE ANALYSIS: Since 2008, J-U-B has consistently demonstrated commitment and responsiveness to the City, delivering timely, cost-effective projects that meet the Wastewater Utility's expectations. Recent examples include the successful design and construction of open trench sewer work on 19th and 20th Streets, Homestead Avenue, and Cherrywood Drive, all of which were completed to a high standard.

The Mill River Lift Station project reflects a carefully phased approach to infrastructure development. When the station was first installed, building to the final anticipated capacity would have been inefficient. This planned upgrade will accommodate current and future flows as the area reaches full build-out. Along with the US-95 sewer upsizing project, these improvements will enhance system reliability, address capacity constraints, and support future growth while minimizing costly disruptions or emergency repairs.

RECOMMENDATION: The General Services/Public Works Committee should recommend that Council approve an agreement with J-U-B Engineers, Inc., for professional engineering services for tasks associated with 2024/2025 WASTEWATER COLLECTION SYSTEM CAPITAL IMPROVEMENT PROJECTS at a cost not to exceed \$260,200.00



**J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES**

Attachment 1 – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: FY 2024/2025 COLLECTION SYSTEM PROJECTS

CLIENT: CITY OF COEUR D'ALENE WASTEWATER DEPARTMENT

J-U-B PROJECT NUMBER: 20-25-011

CLIENT PROJECT NUMBER: N/A

ATTACHMENT TO:

AGREEMENT DATED: _____; **or**

AUTHORIZATION FOR CONTRACT AMENDMENT #___; **DATED:** N/A

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

This scope of work is for engineering services for the City of Coeur d'Alene Wastewater Department's Collection System Projects resulting from the November 28, 2018 Request for Proposals for Professional Engineering Services. The work includes engineering services for a variety of capital improvement rehabilitation and replacement projects identified in the Department's ongoing asset management program and the current Collection System Master Plan Update

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

A. Task 010: Project Management

1. Set up project into J-U-B's financial and record keeping systems for document retention and project controls.
2. Communicate and coordinate subconsultant activities under J-U-B, if necessary.
3. Regularly monitor project status, budget and schedule.
4. Attend 4 client meetings to report project status.
5. During periods of project activity, provide a regular report to CLIENT on project status, budget and schedule.
6. Provide a monthly invoice including budget status.
7. Provide ongoing document handling and filing.
8. Archive paper and electronic files and records.
9. Close financial billing and accounting records in J-U-B's financial and record-keeping systems.

B. Task 100: TRENCHLESS REHABILITATION PROJECTS

1. This task has been implemented as part of the ongoing rehabilitation and replacement projects. Based on preliminary discussions with the CLIENT in FY2024, no work is anticipated for this task in FY2024/2025 and is not included in this scope of services.

If CLIENT identifies work under this task, it will be completed as an additional service.

C. Task 200: OPEN TRENCH REPLACEMENT PROJECTS

1. Subtask 101: 2024 Collection System Project Construction Management Services (CMS) Continuation
 - a. For this task, J-U-B will provide the following CMS services:
 - i. J-U-B will perform construction support as noted in "J-U-B Standard Exhibit A – Construction Phase Services", attached. Project duration and commitments are further defined in Attachment A.
2. Assumptions:
 - a. Substantial Completion was achieved on 10/9/2024. Final Completion will be achieved by 11/08/2024.
 - b. This scope does not include material testing and assumes that will be a requirement of the Contractor or Special Inspection firm.
 - c. CMS support through Substantial Completion: 9 calendar days
 - d. CMS support through Final Completion: 30 additional days
 - e. Pay Request – 2 total (Oct. AFP and Release Retainage).
 - f. Quantity Adjustment Change Order.
 - g. Coordination on WH-5 & Tax Commission Closeout Documents.
 - h. Construction management (CMS) for construction meetings assuming 0 total meetings.
 - i. Per Contractor's current schedule, no onsite observation will be required.
3. Deliverables:
 - a. J-U-B will provide electronic copy record drawings for CLIENT records.

D. Task 300: INFLOW AND INFILTRATION REDUCTION

1. This task has been implemented as part of the ongoing rehabilitation and replacement projects. Based on preliminary discussions with the CLIENT in FY2024, no work is anticipated for this task in FY2024/2025 and is not included in this scope of services.

If CLIENT identifies work under this task, it will be completed as an additional service.

E. Task 400: CAPITAL IMPROVEMTN PROEJCTS

1. Subtask 001: C.9 Mill River Lift Station Upgrade – Preliminary Analysis
 - a. For this task, J-U-B will provide the following services:
 - i. Conduct a kick-off meeting and site visit with City staff.
 - ii. Review existing and future/buildout flows for lift station. Include alternative for lift station taking flows from the City of Huetter. Provide available gpm/number of ERU for City.
 - iii. Review existing and future force main sizing for lift station discharge piping.
 - iv. Assist City with evaluation of existing 8-inch discharge piping and syphon condition.
 - v. Evaluate City lift station policy criteria, including requirements for emergency/overflow storage.
 - vi. Provide preliminary pump selection.
 - vii. Identify electrical upgrades.
 - viii. Provide preliminary cost estimate.
 - ix. Prepare summary Technical Memorandum.
 - x. Complete QA/QC of Technical Memorandum and Cost Est.
 - xi. Conduct a review meeting with City Staff.
 - b. Assumptions:

- i. City staff to provide equipment and personnel to complete CCTV and pressure test of 8-inch discharge force main and syphon piping.
 - ii. City staff to provide buildout conditions for land use type contributing flows to the lift station.
 - c. Deliverables:
 - i. J-U-B will provide electronic copy of Technical Memorandum and Cost Estimate for CLIENT records.
2. Subtask 002: C.9 Mill River Lift Station Upgrade – 60% Design
 - a. For this task, J-U-B will provide the following services:
 - i. Conduct a kick-off meeting with City staff.
 - ii. Complete topographic survey of the Mill River Lift Station Site, and monument research and preservation.
 - iii. Utility Locates - J-U-B will call in design locates to One Call. Utilities that locate underground facilities will be surveyed.
 - iv. J-U-B will send an initial contact letter via email to each utility company generated on the design locate ticket to get existing mapping from each utility company.
 - v. J-U-B will incorporate utility mapping into plan set, and flag potential conflict. No potholing is included through J-U-B to verify actual utility locations.
 - vi. Field Check on Base map / Identify Additional Survey Request Extents.
 - vii. Hydraulic analysis and pump selection. Include provisions for new pump rails.
 - viii. Provide design and associated plan sheets for Site Civil, Demolition, Mechanical Plans, Sections and Details.
 - ix. Provide design and associated plan sheets for Electrical.
 - x. Outline construction sequencing and bypass pumping plan.
 - xi. Develop preliminary engineering report and submit to IDEQ.
 - xii. Create draft set of Bid Documents, front end and technical specifications.
 - xiii. Update preliminary cost estimate.
 - xiv. Complete QA/QC of PER, Bid Documents, Technical Specification and Cost Est.
 - xv. Conduct a review meeting with City Staff.
 - b. Assumptions:
 - i. Topographic survey not anticipated to be completed for entire force main alignment, lift station site only. A boundary survey for this location will not be conducted unless specifically requested by the CLIENT and authorized under Task 500: Management Reserve.
 - ii. Requirements for design of the lift station will be determined by results from the Preliminary Analysis, Task 400-001. If CLIENT identifies work additional design work, it will be completed as an additional service. Current design includes, pump upgrades, electrical upgrades, minimal wet well piping modifications to accommodate pump and railing, replacement of isolation valves and swing checks in dry pit, buried isolation valve replacement and development of a work sequence and bypass pumping plan. Design or evaluation of the wet well, force main or modifications to the valves in the syphon vault not anticipated.
 - c. Deliverables:
 - i. J-U-B will provide electronic copy of PER, Bid Documents and Plans to CLIENT for their records and review.
3. Subtask 003: C.9 Mill River Lift Station Upgrade – Final Design
 - a. For this task, J-U-B will provide the following services:

- i. Final hydraulic analysis and pump selection.
 - ii. Complete final design and associated plan sheets for Site Civil, Demolition, Mechanical Plans, Sections and Details.
 - iii. Complete final design and associated plan sheets for Electrical.
 - iv. Develop final construction sequencing and bypass pumping plan.
 - v. Incorporate QA/QC, City and IDEQ into Bid Documents and Plan Set.
 - vi. Create a final set of Bid Documents, front end and technical specifications.
 - vii. Update cost estimate.
 - viii. Complete QA/QC.
 - ix. Conduct a final meeting with City Staff.
- b. Assumptions:
- i. Requirements for design of the lift station will be determined by results from the Preliminary Analysis, Task 400-001. If CLIENT identifies work additional design work, it will be completed as an additional service. Current design includes pump upgrades, electrical upgrades, minimal wet well piping modifications to accommodate pump and railing, replacement of isolation valves and swing checks in dry pit, buried isolation valve replacement and development of a work sequence and bypass pumping plan. Design or evaluation of the wet well, force main or modifications to the valves in the syphon vault not anticipated.
- c. Deliverables:
- i. J-U-B will provide three hard copies and one electronic copy of Bid Documents and Plans to CLIENT for their records and review.
4. Subtask 101: C.12 Evaluation
- a. For this task, J-U-B will conduct a preliminary evaluation of the C.12 bottleneck identified in the 2022 Wastewater Collection System Master Plan, and provide a technical memorandum identifying potential alignments or alternatives.
 - i. J-U-B will conduct an initial meeting with City and ITD staff to review proposed project and establish criteria for the Technical Memorandum.
 - ii. J-U-B will conduct preliminary survey between Wilbur and Hanley Avenue, West of Highway 95. Survey will include prominent surface features, edge of roadway, existing utilities, and other items requested by ITD for a preliminary sewer alignment evaluation. J-U-B will secure encroachment permit to work in ITD ROW.
 - iii. J-U-B will evaluate up to four potential sewer alignments and/or alternatives.
 - (a) One alignment alternative will be to review possibility to route flow for undeveloped land along Prairie to the West. Evaluation will include review of existing MH elevation at potential tie in location, check lines for new gravity sewer at minimum grade and capacity evaluation.
 - iv. J-U-B will prepare a preliminary Opinion of Probable Cost based on prior years' average construction costs (on a per foot basis), adjusted for construction year prices per the Construction Cost Index with 30% construction contingency.
 - v. J-U-B will develop a Technical Memorandum summarizing the three alignments, including figures and preliminary cost opinion.
 - vi. J-U-B will conduct QA/QC of Technical Memorandum, figures and preliminary cost est.
 - vii. J-U-B will conduct a follow-up meeting with City and ITD staff to review preferred project alignment.
 - b. Assumptions:
 - i. Survey can be completed in two 8 hour days without Traffic Control. If additional survey or traffic control is needed, CLIENT may authorized under Task 500: Management Reserve.

- ii. Full topographic survey will not be conducted unless specifically requested by the CLIENT and authorized under Task 500: Management Reserve.
- iii. A boundary survey will not be conducted unless specifically requested by the CLIENT and authorized under Task 500: Management Reserve.
- iv. J-U-B will review four potential alignments.
- c. Deliverables:
 - i. J-U-B will provide one electronic copy and two hard copies of the Technical Memorandum.

F. Task 500: Management Reserve Fund

1. The Management Reserve Fund establishes a pre-authorized budget for additional tasks that may be requested by the CLIENT's Authorized Representative and performed by J-U-B upon mutual agreement of scope, budget, and schedule.
2. J-U-B will not exceed the pre-authorized amount without CLIENT approval.
3. The Services outlined hereinafter are not currently anticipated and shall only be provided by the ENGINEER when requested and authorized by CLIENT. Such authorization shall also state the negotiated amount and method of compensation by the CLIENT. When authorized, the ENGINEER will:
 - a. Additional public meetings or outreach as requested by CLIENT.
 - b. Investigate existing residential service lines, including connections at the home and sewer main, location on private property, elevation / grade, and related details.
 - c. Evaluate, design, and support the CLIENT during construction activities for lateral rehabilitation or sewer main to lateral connection repair, or assist in the development of a lateral rehabilitation "pilot" program.
 - d. Prepare design criteria and calculations for a manhole rehabilitation coating system to provide structural rehabilitation.
 - e. Perform detailed manhole condition assessment, testing, and/or structural evaluation.
 - f. Prepare exhibits and descriptions for CLIENT's use in acquiring easements.
 - g. Provide additional construction administration services due to delays in construction as a result of contractor's activities, or as requested by CLIENT, which extend the construction phase beyond the timeframe assumed above.
 - h. Re-design or update the plans and specifications for bidding and construction.
 - i. Perform dye testing and related field work to identify if service laterals are active or inactive.
 - j. Review product substitution requests submitted by the Contractor.
 - k. Perform drawdown tests on existing lift station to quantify pump capacity.
 - l. Update CLIENT's geographical information system (GIS) database.
 - m. Update CLIENT's previously completed Master Plan Model to reflect conditions present through the date of the Agreement.
 - n. Procure the services of or coordinate with archaeologists to address archaeological findings within the PROJECT area.
 - o. Assist the CLIENT in reporting or otherwise managing removal of hazardous waste or petroleum contaminated soils which may be encountered during construction.
 - p. Assist the CLIENT with procuring the services of a geotechnical engineer for investigations and/or structural evaluations required when unexpected sub-surface conditions or structural concerns are encountered during design or construction (other than as identified in the preceding tasks).
 - q. Extend the geotechnical evaluation area, conduct additional exploratory borings, provide preliminary shoring or trenching designs, and related tasks not enumerate in the preceding tasks.
 - r. Perform flow monitoring or smoke testing to supplement previously obtained data.
 - s. Assist with Point Repairs Design, Bidding, and Construction as requested by CLIENT.
 - t. Assist the CLIENT with project bidding, other than as identified in the preceding tasks.
 - u. Assist the CLIENT with bid protests and/or bid disputes.
 - v. Provide the CLIENT with construction warranty period support.

- w. Perform additional topographic survey and/or field investigation as necessary to verify utility locations.
- x. Assist the Client with void exploration and repair service for the M-interceptor. J-U-B will assist CLIENT with evaluating alternative methods to detect subsurface voids such as ground penetrating radar (GPR). CLIENT will procure services for void detection, as determined necessary by CLIENT. J-U-B will evaluate alternative soil stabilization methods and products and the suitability for repairing voids which may be detected. J-U-B will assist CLIENT with planning the implementation of soil stabilization services and will observe the activities. CLIENT will procure the services of a soil stabilization contractor, as determined appropriate by CLIENT.

G. Task 999: WATERLINE DESIGN/CMS CORDINATION

- 1. This task has been implemented as part of the ongoing rehabilitation and replacement projects. Based on preliminary discussions with the CLIENT in FY2024, no work is anticipated for this task in FY2024/2025 and is not included in this scope of services.

If CLIENT identifies work under this task, it will be completed as an additional service.

PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

- A. **CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
 - 1. N/A
- B. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
 - 1. N/A

PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

- A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
 - 1. For Time and Materials fees:
 - a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
 - b. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.
- B. **Period of Services**
 - 1. If the planned period of service for the Tasks identified above extend more than one year, J-U-B's billing rates and/or fees for remaining Tasks may be increased to account for direct labor cost, rate table adjustments, or other inflationary increases. If that occurs, an adjustment to the billing rates and/or Fee will be computed based on remaining scope amount times the specific rate increase.
 - 2. If the period of service for the Tasks identified above is extended beyond 6 months or if the Project has stop/start iterations, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments, extended duration of project management and administrative services, and/or costs related to stop/start cycles including necessary monitoring and communication efforts during inactive periods.
- C. CLIENT acknowledges that J-U-B's schedule commitments outlined in Part 4 are subject to the standard of care and J-U-B will not be responsible for delays beyond our direct control.

EXHIBIT "A"

D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
010	Project Management	Time and Materials (Estimated Amount Shown)	\$14,800	Concurrent with work progress
100	Trenchless Rehabilitation Project	<i>Reserved</i>	--	--
200	Open Trench (2024 CMS Continuation)	Time and Materials (Estimated Amount Shown)	\$14,000	Concurrent with work progress
300	Inflow and Infiltration Reduction	<i>Reserved</i>	--	--
400	C.9 Mill River Lift Station Preliminary Analysis	Time and Materials (Estimated Amount Shown)	\$37,700	Draft for CLIENT review 2 months after executed contract, notice to proceed, and receipt of all required data
400	C.9 Mill River Lift Station Design	Time and Materials (Estimated Amount Shown)	\$98,800	Draft for CLIENT review 4 months after executed contract, notice to proceed, and receipt of all required data
400	C.12 Evaluation	Time and Materials (Estimated Amount Shown)	\$44,900	As mutually agreed to by CLIENT and J-U-B
500	Management Reserve	Time and Materials (Estimated Amount Shown)	\$50,000	As mutually agreed to by CLIENT and J-U-B
600	GIS Services	<i>Reserved</i>	--	--
700	Master Plan Updates	<i>Reserved</i>	--	--
999	Water Department Design/ CMS Coordination	<i>Reserved</i>	--	--
Total:			\$260,200	

Certification Concerning Boycott of Israel. Pursuant to Idaho Code section 67-2346, J-U-B certifies that it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods or services from Israel or territories under its control.

Certification Concerning Government Ownership or Operation. Pursuant to Idaho Code section 67-2359, J-U-B certifies that is not owned or operated by the government of China and will not for the duration of this contract.

- E. The above fees were developed from the Work Breakdown Structure (WBS) attached as Exhibit 1-X.
- F. Electronic deliverables provided to the CLIENT as part of the work described within this Attachment are subject to the provisions of J-U-B's "electronic document/data limited license" found at edocs.jub.com.

Exhibit(s):

- Exhibit 1-X: Work Breakdown Structure
- Standard Exhibit A: Construction Phase Services

For internal J-U-B use only:

PROJECT LOCATION (STATE): Idaho

TYPE OF WORK: City

R&D: Yes

GROUP: Choose an item.

PROJECT DESCRIPTION(S):

1. Sewer/Wastewater Collection/Disposal (S04)
2. Municipal/Utility Engineering (203)

EXHIBIT 1-A: WORK BREAKDOWN STRUCTURE SUMMARY

BASIS OF FEE ESTIMATE



J-U-B ENGINEERS, INC.

J-U-B FAMILY OF COMPANIES

Project Title, Client: FY 2024/2025 Collection System Project, City of Coeur d' Alene

Project Number: 20-25-011

Prepared By: JPW/JRB

Task Number	Subtask Number	Task/Subtask Name	Total Compensation
010		Project Management	\$14,800
010	001	Admin	\$14,800
100		Trenchless Rehabilitation Project	\$0
100	001	Trenchless Rehabilitation Project	\$0
200		Open Trench Project	\$14,000
200	101	Open Trench CMS Continuation (2024 Open Trench Project Cont.)	\$14,000
300		Inflow and Infiltration Reduction	\$0
300	001	Inflow and Infiltration Reduction	\$0
400		Capital Improvement Projects	\$181,400
400	001	C.9 Mill River Lift Station Upgrade - Preliminary Analysis	\$37,700
400	002	C.9 Mill River Lift Station Upgrade - 60% Design	\$61,900
400	003	C.9 Mill River Lift Station Upgrade - Final Design	\$36,900
400	101	C.12 Evaluation	\$44,900
500		Management Reserve Fund	\$50,000
500	001	Management Reserve	\$50,000
600		GIS Services	\$0
600	001	GIS Services	\$0
700		Master Plan Update	\$0
700	001	Master Plan Update	\$0
999		Water Department Design/CMS Coordination	\$0
999	001	Water Department Design/CMS Coordination	\$0
TOTAL			\$260,200



J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Standard Exhibit A – Construction Phase Services

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties with respect to Services during the construction phase of the Project.

For the purposes of this exhibit, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

For the purposes of this exhibit, the term 'Contract Documents,' shall be defined as documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between CLIENT and contractor, Addenda (which pertain to the Contract Documents), contractor's bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and J-U-B's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

For the purposes of this exhibit, the term 'Work,' shall be defined as the entire construction or the various separately identifiable parts thereof required to be provided by the construction contractor under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction; all as required by the Contract Documents.

For the purposes of this exhibit, the term 'Site,' shall be defined as lands or areas indicated in the Contract Documents as being furnished by CLIENT upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by CLIENT which are designated for the use of contractor.

CONSTRUCTION PHASE SERVICES

J-U-B shall provide Construction Phase Services as agreed below. There is a "Yes" and "No" box to the left of each Service. If a box is marked "Yes", J-U-B agrees to perform the Service listed. If a box is marked "No", J-U-B undertakes no duty to perform the Service listed. If a duty or a condition of performance is listed below that is a responsibility of CLIENT, CLIENT's agreement to perform the same is assumed.

It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s) Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s) failure to furnish and perform their Work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be named as additional insureds under the general contractor's policies of general liability insurance.

Construction Phase

After receiving written authorization from CLIENT to proceed with the construction phase, J-U-B may provide the following Services with respect to this part of the Project:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Yes
<input type="checkbox"/> No | <p>1. <i>General Administration of the Contract Documents.</i> Consult with, advise, and assist CLIENT in J-U-B's role as CLIENT's representative. Relevant J-U-B communications with contractor shall be imputed to the CLIENT. Nothing contained in this Standard Exhibit A creates a duty in contract, tort, or otherwise to any third party; but, instead, the duties defined herein are performed solely for the benefit of the CLIENT. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.</p> |
| <input type="checkbox"/> Yes
<input checked="" type="checkbox"/> No | <p>2. <i>Pre-Construction Conference.</i> Participate in a pre-construction conference.</p> |

EXHIBIT "A"

3. *Visits to Site and Observation of Construction / Resident Project Representative (RPR) Services.* In connection with observations of the Work while it is in progress:

Yes

No

a. *Periodic Site Visits by J-U-B.* Make visits to the Site at intervals appropriate to the various stages of construction, as J-U-B deems necessary, to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to J-U-B in this Agreement, but rather are to be limited to spot checking, coordination of selective sampling done by others, and similar methods of general observation of the Work based on J-U-B's exercise of professional judgment as assisted by the RPR, if any. Based on information obtained during such visits and observations, J-U-B will determine in general, for the benefit of CLIENT, if the Work is proceeding in accordance with the Contract Documents, and J-U-B shall keep CLIENT informed of the progress of the Work.

Yes

No

b. *Resident Project Representative ("RPR").* When requested by CLIENT, provide the Services of a RPR at the Site to provide more extensive observation of the Work. Duties, responsibilities, and authority of the RPR, are as set forth in the section entitled Resident Project Representative, herein. Through more extensive observations of the Work and field checks of materials and equipment by RPR, J-U-B shall endeavor to provide further protection to the CLIENT against defects and deficiencies in the Work. The furnishing of such RPR's Services will not extend J-U-B's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.

Yes

No

4. *Defective Work.* Recommend to CLIENT that the Work be disapproved and rejected while it is in progress if J-U-B believes that such Work does not conform generally to the Contract Documents or that the Work will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

Yes

No

5. *Clarifications and Interpretations; Field Orders.* Recommend to CLIENT necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Based on J-U-B's recommendations, CLIENT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

Yes

No

6. *Change Orders, and Work Change Directives.* Recommend to CLIENT Change Orders or Work Change Directives, as appropriate, and prepare required documents for CLIENT consideration. CLIENT may issue Change Orders or Work Change Directives authorizing variations from the requirements of the Contract Documents.

Yes

No

7. *Shop Drawings and Samples.* Review or take other appropriate action in respect to Shop Drawings, Samples, and other data that contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

Yes

No

8. *Substitutes.* Consult with and advise CLIENT concerning, and determine the acceptability of, substitute materials and equipment proposed by contractor.

Yes

No

9. *Inspections and Tests.* Make recommendations to CLIENT concerning special inspections or tests of the Work, and the receipt and review of certificates of inspections, testing, and approvals required by laws and regulations and the Contract Documents (but only to determine generally that the results certified indicate compliance with the Contract Documents).

EXHIBIT "A"

- Yes
 No
10. *Disagreements between CLIENT and Contractor.* Assist CLIENT in rendering formal written decisions on claims of CLIENT and contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In assisting in such decisions, J-U-B shall not be liable in connection with any decision rendered in good faith.
- Yes
 No
11. *Applications for Payment.* Based on J-U-B's on-site observations as an experienced and qualified design professional, and upon written request of CLIENT, review Applications for Payment and the accompanying supporting documentation. Assist CLIENT in determining the amounts owed to contractor and, if requested by CLIENT, recommend in writing to CLIENT that payments be made to contractor in such amounts. Such recommendations of payment will constitute a representation to CLIENT that, to the best of J-U-B's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, and subject to any subsequent tests called for in the Contract Documents or to any other qualification stated in the recommendation), and the conditions precedent to contractor's being entitled to such payments appear to have been fulfilled insofar as it is J-U-B's responsibility to observe the Work. In the case of unit price Work, J-U-B's recommendation of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). By recommending any payment and after reasonable inquiry, J-U-B shall not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by J-U-B to check the quality or quantity of the Work as it is furnished and provided beyond the responsibilities specifically assigned to J-U-B in this Agreement and the Contract Documents. J-U-B's review of the Work for the purposes of recommending payments will not impose on J-U-B the responsibility to supervise, direct, or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or contractor's compliance with laws and regulations applicable to its furnishing and performing the Work. J-U-B's review will also not impose responsibility on J-U-B to make any examination to ascertain how or for what purposes contractor has used monies paid to contractor by CLIENT; to determine that title to any of the Work, including materials or equipment, has passed to CLIENT free and clear of any lien, claims, security interests, or encumbrances; or that there may not be other matters at issue between CLIENT and contractor that might affect the amount that should be paid.
- Yes
 No
12. *Contractor's Completion Documents.* Receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, Shop Drawings, Samples, other data approved, and the annotated record documents which are to be assembled by contractor in accordance with the Contract Documents (such review will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspection, tests, or approvals indicates compliance with, such Contract Documents); transmit them to CLIENT with written comments.
- Yes
 No
13. *Substantial Completion.* Promptly after notice from CLIENT that contractor considers the Work for this part of the Project is ready for its intended use, in company with CLIENT and contractor, conduct a site visit to determine if the Work is substantially complete. Provide recommendation to CLIENT relative to issuance of Certificate of Substantial Completion.
- Yes
 No
14. *Final Notice of Acceptability of the Work.* Assist CLIENT in conducting a final inspection to determine if the completed Work is acceptable so that J-U-B may recommend, in writing, that final payment be made to contractor.
- Yes
 No
15. *Additional Tasks.* Perform or provide the following additional construction phase tasks or deliverables as delineated in Attachment 1 – Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.

General Limitation of Responsibilities. J-U-B shall not be responsible for the acts or omissions of any contractor or of any of their subcontractors, suppliers, or any other individual or entity performing or furnishing any of the Work. J-U-B shall not be responsible for failure of any contractor to perform or furnish the Work in accordance with the Contract Documents. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.

J-U-B's Construction Phase Services will be considered complete on the date of Final Notice of Acceptability of the Work.

EXHIBIT "A"

Post-Construction Phase

After receiving authorization from CLIENT to proceed with the post-construction phase, J-U-B may:

- Yes 1. *Testing/Adjusting Systems.* Provide assistance in connection with the testing and adjusting of equipment or systems.
 No

- Yes 2. *Operate/Maintain Systems.* Assist CLIENT in coordinating training for CLIENT's staff to operate and maintain equipment and systems.
 No

- Yes 3. *Control Procedures.* Assist CLIENT in developing procedures for control of the operation and maintenance of, and recordkeeping for, equipment and systems.
 No

- Yes 4. *O&M Manual.* Assist CLIENT in preparing operating, maintenance, and staffing manuals.
 No

- Yes 5. *Defective Work.* Together with CLIENT, visit the Project to observe any apparent defects in the Work, assist CLIENT in consultations and discussions with contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
 No

- Yes 6. *Record Surveying.* Provide field surveying of readily accessible elements of the final completed construction to supplement the preparation of Record Drawings.
 No

- Yes 7. *Record Drawings.* Furnish a set of reproducible prints of Record Drawings showing significant changes made during the construction process, based on the annotated record documents for the Project furnished by the contractor.
 No

- Yes 8. *Warranty Inspection.* In company with CLIENT or CLIENT's representative, provide an inspection of the Project within one month before the end of the contractor correction period to ascertain whether any portion of the Work is subject to correction.
 No

- Yes 9. *Additional Tasks.* Perform or provide the following additional post-construction phase tasks or deliverables as listed in Attachment 1 - Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.
 No

The Post-Construction Phase Services may commence during the construction phase and, if not otherwise modified by the mutual agreement of CLIENT and J-U-B, will terminate at the end of the correction period.

CONSTRUCTION PHASE ADDITIONAL SERVICES

If authorized by CLIENT and expressly agreed by J-U-B; or, if performed by J-U-B with the knowledge of the CLIENT after the signing of the Agreement for Professional Services, J-U-B shall furnish or obtain from others Additional Services of the types listed in this paragraph:

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by CLIENT if the resulting change in compensation for Construction Phase Services is not commensurate with the Services rendered; Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by contractor and Services after the award of the contract; Services in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor; and Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material equipment, or energy shortages.
2. Services involving out-of-town travel required of J-U-B other than visits to the Site or CLIENT's office.
3. Assistance in connection with bid protests, rebidding, or renegotiating the Construction Agreement.
4. Services in connection with any partial utilization of the Work by CLIENT prior to Substantial Completion.
5. Additional or extended Services during construction of the Work made necessary by (a) emergencies or acts of God endangering or delaying the Work, (b) the discovery of constituents of concern, (c) Work damaged by fire or other cause during construction, (d) a significant amount of defective Work, (e) acceleration of the progress schedule involving Services beyond normal working hours, and (f) default by contractor, including extensions of the construction period.
6. Evaluating an unreasonable number of claims submitted by contractor or others in connection with the Work.
7. Protracted or extensive assistance in refining and adjusting any equipment or system (such as initial startup, testing, adjusting, and balancing).
8. Services or consultations after completion of the construction phase, such as excessive inspections during any correction period and reporting observed discrepancies under guarantees called for in the Construction Agreement for the Work (except as agreed to under Construction Phase Services).
9. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration, or other legal or administrative proceeding involving the Project to which J-U-B has not been made a party.
10. Additional Services in connection with the Work, including Services which are to be furnished by CLIENT and Services not otherwise provided for in this Agreement.

RESIDENT PROJECT REPRESENTATIVE

If provided as part of Construction Phase Services, J-U-B shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist J-U-B in observing progress and quality of the Work. The RPR, assistants, and other field staff will provide full-time representation or, if specifically directed by the CLIENT, may provide representation to a lesser degree. RPR is J-U-B's Project Engineer (J-U-B PE) or J-U-B Project Manager (J-U-B PM) representative at the Site, will act as directed by and under the supervision of J-U-B PE or J-U-B PM, and will confer with J-U-B PE or J-U-B PM regarding RPR's actions. The J-U-B PE or J-U-B PM will serve as the official liaison with the CLIENT and the contractor. .

Through such additional observations of the Work and field checks of materials and equipment by the RPR and assistants, J-U-B shall endeavor to identify defects and deficiencies in the Work. It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s)' Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s)' failure to furnish and perform their Work in accordance with the Contract Documents.

The RPR's duties under this Agreement shall be strictly limited to the following:

1. *General.* RPR is J-U-B's agent at the Site, will act as directed by and under the supervision of J-U-B, and will confer with J-U-B regarding RPR's actions.
2. *Schedules.* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by contractor and consult with the J-U-B PE or PM, who will communicate with the CLIENT concerning acceptability of such schedules.

EXHIBIT "A"

3. *Conferences and Meetings.* Attend meetings with the J-U-B PE or J-U-B PM and contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings (but not including Contractor's safety meetings).
4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison*
 - a) Serve as J-U-B PE or J-U-B PM's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b) Assist J-U-B PE or J-U-B PM in serving as CLIENT's liaison with Contractor when Contractor's operations affect CLIENT's on-Site operations.
 - c) Assist in obtaining from CLIENT additional details or information, when required for proper execution of the Work.
6. *Interpretation of Contract Documents.* Report to J-U-B PE or J-U-B PM when clarifications and interpretations of the *Contract Documents are needed.*
7. *Shop Drawings and Samples.* Receive and record date of receipt of reviewed Samples and Shop Drawings.
8. *Modifications.* Assist the J-U-B PE or J-U-B PM in the evaluation of contractor's suggestions for modifications to Drawings or Specifications and report to CLIENT. Transmittal to contractor of written decisions as issued by J-U-B will be in writing.
9. *Review of Work and Rejection of Defective Work.*
 - a) Conduct on-site observations of the Work to assist J-U-B in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
 - b) Report to J-U-B PE or J-U-B PM whenever RPR believes that any part of the Work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents; has been damaged; or does not meet the requirements of any inspection, test, or approval required to be made. The J-U-B PE or J-U-B PM will then advise CLIENT of that part of the Work that J-U-B believes should be corrected, rejected, or uncovered for observation, or that requires special testing, inspection, or approval.
10. *Inspections, Tests, and System Startups.*
 - a) Advise J-U-B PE or J-U-B PM in advance of scheduled major inspections, tests, and system start-ups for important phases of the Work.
 - b) Verify that tests, equipment, and system start-ups and operating and maintenance training is conducted in the presence of appropriate personnel (as determined by the CLIENT) and that contractor maintain adequate records thereof.
 - c) Observe, record, and report to J-U-B PE or J-U-B PM appropriate details relative to the test procedures and system start-ups.
 - d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to J-U-B PE or J-U-B PM.

Nothing in this Agreement will be construed to require RPR to conduct inspections
11. *Records.*
 - a) Maintain orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, J-U-B's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals, and other Project-related documents.
 - b) When on site, prepare a daily report or keep a diary or log book, generally documenting contractor's and subcontractors' hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; furnish copies of such records to J-U-B PE or J-U-B PM.

EXHIBIT "A"

- c) Obtain from the contractor an accurate, up-to-date lists of the names, addresses, e-mail addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.
- d) Maintain records for use in preparing documentation of the Work.
- e) Upon completion of the Work with respect to the Project, furnish a complete set of all RPR Project documentation to designated recipients.

12. *Reports.*

- a) Furnish to J-U-B PE or J-U-B PM periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b) Present to J-U-B PE or J-U-B PM proposed Change Orders, Work Change Directives, and Field Orders.
- c) Furnish to J-U-B PE or J-U-B PM copies of all inspection, test, and system startup reports.
- d) Report immediately to J-U-B PE, J-U-B PM, and CLIENT the occurrence of any Site accidents, emergencies, natural catastrophes endangering the Work, possible force majeure or delay events, property damaged by fire or other causes, and the discovery or presence of any constituents of concern.

13. *Payment Request:* Review Applications for Payment with contractor for compliance with the established procedure for their submission and forward with recommendations to J-U-B PE OR J-U-B PM, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site, but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals.* During the course of the Work, obtain and collate materials and equipment certificates, operation and maintenance manuals, and other data required by the Contract Documents to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to J-U-B PE or J-U-B PM for review.

15. *Completion.*

- a) Participate in J-U-B PE or PM's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b) Participate in J-U-B PE or PM's visit to the Site in the company of CLIENT and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

Observe whether all items on the final punch list have been completed or corrected, and make recommendations to J-U-B PE or PM concerning acceptance and issuance of the Notice of Acceptability of the Work

The RPR shall not:

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of J-U-B's authority as set forth in the Agreement for Professional Services.
- 3. Undertake any of the responsibilities of contractor, subcontractors, suppliers, or contractor's superintendent.
- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction or of the Work, unless such advice or directions are specifically required by the Contract Documents.
- 5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CLIENT or contractor.
- 6. Participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized by J-U-B PE or J-U-B PM.
- 7. Accept Shop Drawing or Sample submittals from anyone other than J-U-B.
- 8.. Authorize CLIENT to occupy the Work in whole or in part.

CLIENT'S RESPONSIBILITIES

Except as otherwise provided herein or in the Agreement for Professional Services, CLIENT shall do the following in a timely manner so as not to delay the Services of J-U-B and shall bear all costs incident thereto:

1. Provide, as may be required for the Project, such legal services as CLIENT may require or J-U-B may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by contractor.
2. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and Substantial Completion, final payment, and other inspections.
3. Give prompt written notice to J-U-B whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of J-U-B's Services, or any defect or nonconformance in J-U-B's Services or in the Work of any contractor.
4. Render all final decisions related to: 1) changes or modifications to the terms of the construction contract, 2) acceptability of the Work, and 3) claims or Work stoppages.
5. Unless included in J-U-B Scope of Services, provide construction staking and materials testing services for the project.

The Client agrees to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The Client further agrees to require all contractors to have their CGL policies endorsed to name the Client, the Consultant and its sub-consultants as Additional insureds, on a primary and noncontributory basis, and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The Client shall require all contractors to furnish to the Client and the Consultant certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the Client shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the Client, the Consultant and its sub-consultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors.

INDEMNIFICATION

In addition to any other limits of indemnification agreed to between the Parties, CLIENT agrees to indemnify and hold harmless J-U-B, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work. This is to include, but not to be limited to any such claim, cost, loss, or damage that is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by any negligent act or omission of contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, as well as any general, special or other economic damages resultant from Work stoppages or delays that are caused in whole or part by J-U-B's exercise of the rights and duties as agreed herein (Construction Phase Services).

CLIENT agrees that CLIENT will cause to be executed any such agreements or contracts with contractors, subcontractors or suppliers to effectuate the intent of this part before any Work is commenced on the Project; if CLIENT negligently fails to do so, CLIENT agrees to fully indemnify J-U-B from any liability resulting therefrom, to include, but not to be limited to, all costs relating to tendering a defense to any such claims made.

PROFESSIONAL SERVICES AGREEMENT
for
2024/2025 WASTEWATER COLLECTION SYSTEM CAPITAL IMPROVEMENT
PROJECTS

THIS Professional Services Agreement is made and entered into this 3rd day of December, 2024, between the **CITY OF COEUR D’ALENE**, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the “**CITY**,” and J-U-B Engineers, Inc., a corporation duly organized and existing in the state of Idaho, with its principal place of business at 2760 W. Excursion Ln, STE 400, Meridian, Idaho 83642, hereinafter referred to as the “**CONSULTANT**.”

W I T N E S S E T H:

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

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

WHEREAS, the **CONSULTANT** and the **CITY** have reached this Agreement for _____, hereinafter referred to as the “Work,” according to the Project Documents on file in the office of the City Clerk of the **CITY**, which Project Documents are incorporated herein by reference.

NOW, THEREFORE,

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

SECTION 1. EMPLOYMENT OF CONSULTANT. The **CITY** agrees to engage the **CONSULTANT** and the **CONSULTANT** agrees to perform the services as described in Section 2 hereof.

SECTION 2. SCOPE OF SERVICES.

A. The **CONSULTANT** shall perform the services described in the Scope of Services attached hereto and incorporated herein by reference as Exhibit “A.”

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

SECTION 3. PERSONNEL.

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

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

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

SECTION 4. TIME OF PERFORMANCE. The services of the **CONSULTANT** shall commence upon execution of this Agreement by the **CITY** and shall be completed on or before September 30, 2025. The period of performance may be extended for additional periods only by the mutual written agreement of the parties.

SECTION 5. COMPENSATION.

A. Subject to the provisions of this Agreement, the **CITY** shall pay the **CONSULTANT** a sum not to exceed two hundred sixty thousand two hundred dollars (\$260,200.00), unless authorized in writing by the **CITY**.

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

SECTION 6. METHOD AND TIME OF PAYMENT. Monthly progress payments must be submitted by the 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 and certified by the **CONSULTANT**. Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council.

SECTION 7. TERMINATION OF AGREEMENT FOR CAUSE. If, through any cause within the **CONSULTANT**'s reasonable control, the **CONSULTANT** shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the **CONSULTANT** shall violate any of the covenants, agreements, or stipulations of this Agreement, the **CITY** shall provide the **CONSULTANT** a written statement of the deficiency and shall provide a reasonable time to remedy the deficiency. If the **CONSULTANT** fails to cure the deficiency, the **CITY** shall have the right to terminate this Agreement by giving written notice to the **CONSULTANT** of such termination and specifying the effective date thereof. Such written notice shall be provided to the **CONSULTANT** at least five (5) days before the effective date of such termination. In that event, all finished or unfinished hard copy documents, data, studies, surveys, and reports or other materials prepared by the **CONSULTANT** under this Agreement shall, at the option of the **CITY**, become its property, and the **CONSULTANT** shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred. Consultant may terminate the Agreement due to City's material breach of contract with seven (7) days written notice, unless breach is cured within the notice period.

SECTION 8. TERMINATION FOR CONVENIENCE. The **CITY** may terminate this Agreement at any time by giving thirty (30) days' written notice to the **CONSULTANT** of such termination and specifying the effective date of such termination. In that event, all finished or unfinished hard copy documents, data, studies, surveys, and reports or other materials prepared by the **CONSULTANT** under this Agreement shall, at the option of the **CITY**, become its property. The **CONSULTANT** shall be entitled to receive compensation not to exceed the amount reasonably billed for work actually done and expenses reasonably incurred as of the effective date of the termination.

SECTION 9. MODIFICATIONS. The **CITY** may, from time to time, require modifications to the Scope of Services, Exhibit "A," to be performed under this Agreement. The type and extent of such services cannot be determined at this time; however, the **CONSULTANT** agrees to do such work as ordered in writing by the **CITY**, and the **CITY** agrees to compensate the **CONSULTANT** for such work accomplished by written amendment to this Agreement.

SECTION 10. NON-DISCRIMINATION.

A. The **CONSULTANT** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, sexual orientation and/or gender identity/expression. The **CONSULTANT** shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, sexual orientation and/or gender identity/expression. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising;

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

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

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

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

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

F. The **CONSULTANT** shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the **CITY** or

the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the **CONSULTANT** is in the exclusive possession of another who fails or refuses to furnish this information, the **CONSULTANT** shall so certify to ITD or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

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

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

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

SECTION 11. ANTI-ISRAEL BOYCOTT CERTIFICATION. Pursuant to Idaho Code § 67-2346, the **CONSULTANT** certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of goods or services from Israel or territories under its control.

SECTION 12. FIREARMS AND FOSSIL FUELS CERTIFICATION. Pursuant to Idaho Code § 67-2347A, the **CONSULTANT** certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of any individual or company because the individual or company engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in section 18-3302(2)(d), Idaho Code.

SECTION 13. CHINESE OWNERSHIP CERTIFICATION. Pursuant to Idaho Code § 67-2359, the **CONSULTANT** certifies that it is not currently owned or operated by the government of the People's Republic of China and will not for the duration of the contract be owned or operated by the government of the People's Republic of China.

SECTION 14. NO PUBLIC FUNDS FOR ABORTION CERTIFICATION. Pursuant to Idaho Code § 18-8703, the **CONSULTANT** certifies that it is not, and will not for the duration of

this Agreement become, an abortion provider or an affiliate of an abortion provider, as those terms are defined in the “No Public Funds for Abortion Act,” Idaho Code §§ 18-8701 et seq.

SECTION 15. ASSIGNABILITY.

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

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

SECTION 16. Interest of Consultant. The **CONSULTANT** covenants that neither it nor its owners or officers presently have an interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The **CONSULTANT** further covenants that, in the performance of this Agreement, no person having any such interest shall be employed on the Work.

SECTION 17. 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 18. Publication, Reproduction and Use of Materials. No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The **CITY** shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. The **CONSULTANT** shall provide copies of such work products to the **CITY** upon request. The **CITY** may make and retain copies of Documents for information and reference in connection with use on the Project by the **CITY**. Such Documents are not intended or represented to be suitable for reuse by the **CITY** or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by the **CONSULTANT**, as appropriate for the specific purpose intended, will be at the **CITY**'s sole risk and without liability or legal exposure to the **CONSULTANT** and the **CONSULTANT**'s sub-consultants. To the extent allowed by law, the **CITY** shall indemnify and hold harmless the **CONSULTANT** and **CONSULTANT**'s sub-consultants from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.

SECTION 19. Audits and Inspection. The **CONSULTANT** shall provide access for the **CITY** and any duly authorized representatives to any books, documents, papers, and records of the **CONSULTANT** that are directly pertinent to this specific agreement for the purpose of making

audit, examination, excerpts, and transcriptions. The **CONSULTANT** shall retain all records pertinent to the project for three years after final payment and all other pending matters are closed.

SECTION 20. Jurisdiction; Choice of Law. Any civil action arising from this Agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County, Idaho. The laws of the state of Idaho shall govern the rights and obligations of the parties.

SECTION 21. 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 22. Permits, Laws and Taxes. The **CONSULTANT** shall acquire and maintain in good standing all permits, licenses and other documents necessary to its performance under this Agreement, including all necessary licenses and certifications for its employees. All actions taken by the **CONSULTANT** under this Agreement shall comply with all applicable statutes, ordinances, rules, and regulations. The **CONSULTANT** shall pay all taxes pertaining to its performance under this Agreement.

SECTION 23. 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 24. Integration. This Agreement, and all appendices and amendments thereto, embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

SECTION 25. Hold Harmless.

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

B. The **CONSULTANT** shall, hold harmless, and indemnify the **CITY**, its officers, agents, and employees from and against damages or liability to the extent arising out of the

CONSULTANT's negligent acts, errors, or omissions, including costs and expenses for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by persons or property to the extent arising from the **CONSULTANT**'s negligent performance of this Agreement, including but not limited to the **CONSULTANT**'s professional services. To this end, the **CONSULTANT** shall maintain Errors and Omissions insurance in at least the amounts set forth in Section 25(B).

Neither party shall be liable to the other for indirect, consequential, or incidental damages that may result from this Agreement or related projects.

SECTION 26. Notification. Any notice under this Agreement may be served upon the **CONSULTANT** or the **CITY** by mail at the following addresses:

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

J-U-B Engineers, Inc.
7825 Meadowlark Way
Coeur d'Alene, ID 83815
Attn:

SECTION 27. Standard of Performance and Insurance.

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

B. In performance of professional services, the **CONSULTANT** will use that degree of care and skill ordinarily exercised under similar circumstances by members of the **CONSULTANT**'s profession. Should the **CONSULTANT** or any of the **CONSULTANT**'s employees be found to have been negligent in the performance of professional services from which the **CITY** sustains damage, the **CONSULTANT** has obtained Errors and Omission Insurance with limits of at least five hundred thousand dollars (\$500,000.00). The **CONSULTANT** shall maintain, and furnish proof thereof, coverage for a period of two years following the completion of the project.

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

D. Prior to work under this Agreement, the **CONSULTANT** shall furnish to the **CITY** certificates of the insurance coverages required herein, which certificates must be approved by the City Attorney. Certificates shall provide for at least thirty (30) days' notice to policy holder, prior to cancellation of the policy for any reason. In addition, the **CONSULTANT** shall promptly notify the **CITY** when the policy is canceled.

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

CITY OF COEUR D'ALENE

J-U-B ENGINEERS, INC.

Woody McEvers, Mayor

Cory R. Baune, P.E, Executive Vice President

ATTEST:

ATTEST:

Renata McLeod, City Clerk

Secretary

**GENERAL SERVICES/PUBLIC WORKS
STAFF REPORT**

DATE: NOVEMBER 25, 2024
FROM: CHRIS BOSLEY – CITY ENGINEER
SUBJECT: RAMSEY RD SIGNAL UPGRADES PROFESSIONAL SERVICES AGREEMENT

DECISION POINT: Should the General Services/Public Works Committee recommend that Council approve a Professional Services Agreement with J-U-B ENGINEERS, Inc. for the design of the Ramsey Road traffic signal upgrades?

HISTORY: In September of 2023, the City was awarded a \$1,235,158 grant to upgrade traffic signals on Ramsey Road and construct a new traffic signal at Wilbur Avenue. Upgrades will include detection, ADA improvements, and coordination between signals to improve traffic flow. The grant will be administered by the Local Highway Technical Assistance Council (LHTAC). This Professional Services Agreement is needed for J-U-B ENGINEERS to begin design. Construction is anticipated for FY2027.

FINANCIAL ANALYSIS: The City’s estimated match requirement for the LHSIP grant is 7.34% of the projected \$1,333,000 total project cost, or \$97,842. The funding has been budgeted in the Streets & Engineering’s Capital Projects Fund.

PERFORMANCE ANALYSIS: Approval of this agreement will allow J-U-B ENGINEERS to begin the design process.

DECISION POINT/RECOMMENDATION: The General Services/Public Works Committee should recommend that Council approve the Professional Services Agreement with J-U-B ENGINEERS, Inc. for the design of the Ramsey Road traffic signal upgrades.

Idaho Transportation Department
Local Professional Services Agreement

Agreement #: 97088

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the CITY OF COEUR D'ALENE, whose address is 710 E. MULLAN AVENUE Coeur d'Alene, ID 83814, hereinafter called the "Sponsor," and JUB Engineers, Inc., whose address is 2760 W. Excursion Ln., Ste. 400, Meridian, ID, 83642, hereinafter called the "Consultant."

RATIFICATION

The Idaho Transportation Department, representing the Federal Highway Administration on all local federal-aid highway projects, is authorized to ratify all agreements for engineering services entered into between sponsoring local agencies and their retained consultants. All references to State used hereafter shall denote the Idaho Transportation Department.

NOW, THEREFORE, the parties hereby agree as follows:

The work covered by this Agreement is for the following project(s):

Project Name	Project #	Key #
SMA-7905, RAMSEY RD SIGNAL UPGRADES, KOOTENAI CO	A024(276)	24276

SUBCONSULTANTS

The State approves the Consultant's utilization of the following Subconsultants:

N/A

AGREEMENT ADMINISTRATOR

This Agreement shall be administered by Brian Wright, Safety Engineer, LHTAC; (208) 344-0565; or an authorized representative.

DUTIES AND RESPONSIBILITIES OF CONSULTANT

A. DESCRIPTION OF WORK

The Consultant shall provide professional services as outlined in the attachment(s) and as further described herein.

1. The following attachments are made a part of this Agreement:

- a. **Attachment No. 1L** is the Consultant Agreement Specifications which are applicable to all agreements.
- b. **Attachment No. 2** is the negotiated Scope of Work, Cost Estimate, and Man-Day Estimate.

In the case of discrepancy, this Agreement shall have precedence over Attachment No. 2, and Attachment No. 2 shall have precedence over Attachment No. 1.

2. Per Diem will be reimbursed at the current approved rates. These rates are listed at <http://itd.idaho.gov/business/?target=consultant-agreements>.

DUTIES AND RESPONSIBILITIES OF SPONSOR AND/OR STATE

The Sponsor and/or State shall provide to the Consultant, upon request, copies of any records or data on hand which are pertinent to the work under the Agreement.

TIME AND NOTICE TO PROCEED

A. The Consultant shall start work under this Agreement no later than ten (10) calendar days from the receipt of the written notice to proceed with the work. The Consultant shall complete all work by **10/1/2025**.

IDAHO CODE CERTIFICATION FORM

Failure to comply with the terms of the referenced Idaho Code may result in breach of contract.

Anti-Boycott Clauses

Per the provisions of Idaho Code §§ [67-2346](#), Anti-Boycott Against Israel Act, and Idaho Code §§ [67-2347A](#), Prohibition on Contracts with Companies Boycotting Certain Sectors the undersigned certifies that it is not currently engaged in and will not for the duration of the contract engage in the following:

- boycott of goods or services from Israel or territories under its control; or
- boycott of any individual or company because the individual or company engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or
- boycott of any individual or company because the individual or company engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § [18-3302\(2\)\(d\)](#).

Prohibition on Contracts with Companies Owned or Operated by the Government of China

Idaho Code, §§ [67-2359](#) states "a public entity in this state may not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China". Company certifies that it is not owned or operated by the government of China.

By signing below, I certify that this company understands and will comply with the aforementioned requirements

Signature of Company's authorized representative:

Signature

Company Name

ATTACHMENT NO. 1L

CONSULTANT AGREEMENT SPECIFICATIONS

These specifications supplement Local Professional Services Agreements and shall be attached to said Agreements.

A. DEFINITIONS

1. **Administrator:** Person directly responsible for administering the Professional Services Agreement (Agreement) on behalf of the Local Public Agency.
2. **Combined Overhead:** The sum of the payroll additives and general administrative overhead expressed as a percent of the direct labor cost.
3. **Cost:** Cost is the sum of the hourly charge out rate and other direct costs.
4. **Cost Plus Fixed Fee:** Cost Plus Fixed Fee is the sum of the payroll costs, combined overhead, and other direct costs, plus the fixed fee.
5. **CPM:** Critical Path Scheduling. The CPM will list work tasks, their durations, milestones and their dates, and State/Local review periods.
6. **Fixed Fee:** A dollar amount established to cover the Consultant's profit and business expenses not allocable to overhead. The fixed fee is based on a negotiated percent of direct labor cost and combined overhead and shall take into account the size, complexity, duration, and degree of risk involved in the work. The fee is "fixed," i.e. it does not change. If extra work is authorized, an additional fixed fee can be negotiated, if appropriate.
7. **General Administrative Overhead (Indirect Expenses):** The allowable overhead (indirect expenses) expressed as a percent of the direct labor cost.
8. **Hourly Charge Out Rate:** The negotiated hourly rate to be paid to the Consultant which includes all overhead for time worked directly on the project.
9. **Incentive/Disincentive Clause:** Allows for the increase or decrease of total Agreement amount paid based on factors established in the Agreement. Normally, these factors will be completion time and completion under budget.
10. **Lump Sum:** An agreed upon total amount, that will constitute full payment for all work described in the Agreement.
11. **Milestones:** Negotiated portions of projects to be completed within the negotiated time frame. Normally the time frame will be negotiated as a calendar date, but it could also be "working" or "calendar" days. As many milestones as the Consultant and the State/Sponsor believe necessary for the satisfactory completion of the Agreement will be negotiated.
12. **Not-To-Exceed Amount:** The Agreement amount is considered to be a Not-to-Exceed amount, which amount shall be the maximum amount payable and shall not be exceeded unless adjusted by a Supplemental Agreement.
13. **Other Direct Costs:** The out-of-pocket costs and expenses directly related to the project that are not a part of the normal company overhead expense.
14. **Payroll Additives:** All payroll additives allocable to payroll costs such as FICA, State Unemployment Compensation, Federal Unemployment Compensation, Group Insurance, Workmen's Compensation, Holiday, Vacation, and Sick Leave. The payroll additive is expressed as a percent of the direct labor cost.

15. **Payroll Costs (Direct Labor Cost):** The actual salaries paid to personnel for the time worked directly on the project. Payroll costs are referred to as direct labor cost.
16. **Per Diem Rates:** Per Diem will be reimbursed at actual cost. However, reimbursements shall not exceed the current approved rates. The current rates are listed on the following Web site: <http://itd.idaho.gov/business/?target=consultant-agreements> .
17. **Standard of Care:** The level or quality of service ordinarily provided by normally competent practitioners of good standing in that field, contemporaneously providing similar services in the same locality and under the same circumstances.
18. **State:** Normally "State" refers to the Idaho Transportation Department.
19. **Sponsor:** The "Sponsor" refers to the local public agency.
20. **Unit Prices:** The allowable charge out rate for units or items directly related to the project that are not a part of the normal overhead expense.

NOTE: All cost accounting procedures, definitions of terms, payroll cost, payroll additives, general administrative overhead, direct cost, and fixed fee shall comply with Federal Acquisition Regulations, 48 CFR, Part 31, and be supported by audit accepted by the State.

B. STANDARDS OF PERFORMANCE

Except as otherwise specifically provided for in the Consultant's Scope of Work, the Consultant agrees that all work performed under the Agreement will be performed in accordance with Idaho Transportation Department Standards and other appropriate standards with generally acceptable standard of care. When the work is of a nature that requires checking, the checking shall be performed by a qualified person other than the one who performed the work.

C. AGREEMENT ADMINISTRATOR

The Agreement Administrator will administer the Agreement for performance and payment, and will decide all questions which may arise as to quality and acceptability of the work, rate of progress, definition of work to be performed, completion of milestones, and acceptable fulfillment of the Agreement. The Consultant shall address all correspondence, make all requests, and deliver all documents to the Administrator. The Administrator shall be responsible for the timely coordination of all reviews performed by the State or their representatives.

D. PERSONNEL

The Consultant shall provide adequate staff of experienced personnel or Subconsultants capable of and devoted to the successful accomplishment of work to be performed under the Agreement. The specific individuals or Subconsultants listed in this Agreement, including Project Manager, shall be subject to approval by the State and shall not be removed or replaced without the prior written approval of ITD. Replacement personnel submitted for approval must have qualifications, experience and expertise at least equal to those listed in the proposal.

E. SUBCONSULTANTS

The Consultant shall have sole responsibility for the management, direction, and control of each Subconsultant and shall be responsible and liable to the Sponsor for the satisfactory performance and quality of work performed by Subconsultants under the terms and conditions of this Agreement. The Consultant shall include all the applicable terms and conditions of this Agreement in each Subconsultant Agreement between the Consultant and Subconsultant, and provide the State with a copy of each Subconsultant Agreement prior to the Subconsultant beginning work. No other Subconsultant shall be used by the Consultant without prior written consent by the State.

F. PROFESSIONAL SERVICES AUTHORIZATION

1. A written PROFESSIONAL SERVICES AUTHORIZATION (PSA) will be issued by the State to authorize the Consultant to proceed with a specific portion of the work under this Agreement. The number of PSAs required to accomplish all the work under this Agreement is one to several. Each PSA will authorize a maximum dollar amount and specify the milestone(s) for which the PSA represents. The Sponsor assumes no obligation of any kind for expenses incurred by the Consultant prior to the issuance of the PSA; for any expenses incurred by the Consultant for services performed outside the work authorized by the PSA; and for any dollar amount greater than authorized by the PSA.
2. The Consultant's work of this Agreement will be divided into milestones, each governed by a separate PSA. It is not necessary for a PSA to be completed prior to the issuance of the next PSA. The Consultant shall not perform work which has not been authorized by a PSA. When the money authorized by a PSA is nearly exhausted, the Consultant shall inform the Administrator and shall identify the need for additional authorization via issuance of the next PSA. The Administrator must concur with the Consultant prior to the issuance of the next PSA.
3. The Agreement is lump sum, unit cost, or cost plus fixed fee amount as indicated in this Agreement and may include an Additional Services amount for possible extra work not contemplated in the original scope of work. For the Consultant to receive payment for any work under the Additional Services Amount of this Agreement, said work must be authorized and performed under a PSA issued by the State specifically for the extra work. Should the Sponsor request that the Consultant perform additional services, the scope of work and method of payment will be negotiated. The basis of payment for additional work will be set up either as a Lump Sum or Cost Plus Fixed Fee.

G. PROJECT SCHEDULING

All negotiated agreements shall be accompanied by a critical path method schedule (CPM Schedule). The CPM Schedule will list the work tasks for the Agreement, their duration, negotiated milestones and their completion dates, including State/Local review periods. The format of this schedule shall be agreed on prior to signing the Agreement.

Along with the monthly progress report, the Consultant shall provide monthly CPM Schedule updates to the Agreement Administrator for approval. The CPM schedule shall show project percent completed on each task.

H. MONTHLY PROGRESS REPORT

The Consultant shall submit to the State a monthly progress report on Form ITD-771, as furnished by the State. When no work will be performed for a period of time, this requirement can be waived by written notice from the Agreement Administrator. However, at such time as work re-commences, the monthly progress reports shall resume.

The Consultant shall provide monthly progress schedule (CPM) updates to the Agreement Administrator.

The monthly progress report and schedule update will be submitted by the tenth of each month following the month being reported or as otherwise agreed to in the approved scope of work.

The Agreement Administrator will review the progress report and submit approved invoices for payment within two weeks of receiving the invoice, the associated monthly report and the schedule update.

Each progress report shall list invoices by PSA number and reference milestones.

I. PROGRESS AND FINAL PAYMENTS

1. Progress payments will be made once a month for services performed which qualify for payment under the terms and conditions of the Agreement. Such payment will be made based on invoices submitted by the Consultant in the format required by the State. The monthly invoice shall be submitted no later than the tenth of each month following the month being invoiced.

Lump Sum

Progress payments will be made based on a percentage of the work or milestones satisfactorily completed.

Cost Plus Fixed Fee

The Consultant shall submit a breakdown of costs by each item of work on the monthly invoice, and shall show the percent complete of each item of work, each milestone and percent complete of the entire Agreement. Progress payments will be made based on the invoice cost less the fixed fee for the work satisfactorily completed for each invoicing period. Said payment shall not exceed the percent complete of the entire Agreement. Upon satisfactory completion of each milestone, full payment for all approved work performed for that milestone will be made, including Fixed Fee.

Cost

The Consultant shall submit a breakdown of costs by each item of work on the monthly invoice, and shall show the percent complete of each item of work and percent complete of the entire Agreement. Progress payments will be made based on the invoiced cost for the work satisfactorily completed for each item of work. Said payment shall not exceed the percent complete of the entire Agreement.

Direct expenses will be reimbursed at actual cost, not to exceed the current approved rates as identified at <http://itd.idaho.gov/business/?target=consultant-agreements> .

For "Cost Plus Fixed Fee" and "Cost" agreements, invoices must include backup documentation to support expenditures as appropriate, and as requested by the Agreement Administrator. Such support may consist of copies of time sheets or cost accounting system print-out of employee time, and receipts for direct expenses.

2. The Sponsor will make full payment for the value of the services performed which qualify for payment. This full payment will apply until 95 percent of the work under each Project Agreement PSA or Supplemental Agreement has been completed. No further progress payments will be made until all work under the Agreement has been satisfactorily accomplished and accepted by the Sponsor. If at any time, the Sponsor determines that the work is not progressing in a satisfactory manner, further payments may be suspended or withheld for sums that are deemed appropriate for unsatisfactory services.
3. Final payment of all amounts retained shall be due 60 days after all work under the Agreement has been completed by the Consultant and accepted by the Sponsor. Such final payment will not be made until satisfactory evidence by affidavit is submitted to the State that all indebtedness incurred by the Consultant on this project has been fully satisfied.
4. Agreements which include an incentive/disincentive clause will normally have the clause applied only to the completion of the BID OPENING milestone. If the project is deemed by the Sponsor to be ready for advertisement, but advertisement is postponed at no fault of the Consultant, any incentive earned will be paid.
5. Payments to Subconsultants

The Consultant shall pay each subconsultant for satisfactory performance of its contract items no later than twenty (20) calendar days from receipt of each payment the Consultant receives from the State under this Agreement, in accordance with 49 CFR, Part 26. The Consultant shall return retainage payments to each subconsultant within twenty (20) calendar days after the subconsultant's work is satisfactorily completed. The Consultant will verify that payment or retainage has been released to the subconsultant or suppliers within the specified time for each partial payment or partial acceptance by the Department through entries in the Department's online diversity tracking system during the corresponding monthly audits.

Prompt payment will be monitored and enforced through the Consultant's reporting of monthly payments to its subconsultants and suppliers in the online diversity tracking system. Subconsultants, including lower tier subconsultants, suppliers, or both, will confirm the timeliness and the payment

amounts received utilizing the online diversity tracking system. Discrepancies will be investigated by the Contract Compliance Officer and the Contract Administrator. Payments to the subconsultants, including lower tier subconsultants, and including retainage release after the subconsultant or lower tier subconsultant's work has been accepted, will be reported monthly by the Consultant or the subconsultant.

The Consultant will ensure its subconsultants, including lower tier subconsultants, and suppliers meet these requirements.

J. MISCELLANEOUS PROVISIONS

1. COVENANT AGAINST CONTINGENT FEES

a. The Consultant warrants that they have not:

Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person to solicit or secure this Agreement, other than a bona fide employee of the firm;

agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out this Agreement, or;

paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee of the firm) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement.

b. The Sponsor warrants that the above Consultant or its representative has not been required, directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this Agreement.

Employ or retain, or agree to employ or retain, any firm or person, or; pay, or agree to pay to any firm, person or organization, any fee, contribution, donation or consideration of any kind.

2. PROHIBITION AGAINST HIRING PERSONNEL AND WORKING FOR CONTRACTOR

In compliance with the Code of Federal Regulations, (23 CFR, Section 1.33, Conflict of Interest), the Consultant agrees that no one in their employ will work on a part time basis under this Agreement while also in the full-time employ of any Federal Agency, the State, or the Sponsor, without the written consent of the public employer of such person. The Consultant agrees that no one in their employ under any circumstances shall perform any services for the contractor on the construction of this project.

3. CHANGES IN WORK

All changes in work shall conform to one or more of the following conditions and in no instance shall such change in work be undertaken without written order or written approval of the Sponsor.

- a. Increase in the work required by the Sponsor due to unforeseen circumstances.
- b. Revision in the work required by the Sponsor subsequent to acceptance of such work at the appropriate conference or after revision of such work as outlined at said conference.
- c. Items of work which are beyond the scope of intent of this Agreement and pre-approved by the Sponsor.
- d. Reduction in the work required by the Sponsor due to unforeseen circumstances.

An increase in compensation will be considered when Department Design Standards or expectations have changed from the time of negotiation.

Adjustment in compensation for either an increase or reduction in work shall be on a negotiated basis arrived at by mutual agreement between the Sponsor and the Consultant. During such

negotiations the Sponsor may examine the documented payrolls, transportation and subsistence costs paid employees actively engaged in the performance of a similar item or items of work on the project, and by estimated overhead and profit from such similar items or items of work.

Said mutual agreement for a negotiated increase or reduction in compensation shall be determined prior to commencement of operations for an increase in a specific item or items of work. In the case of Sponsor order for nonperformance, a reduction in the specific item or items of work will be made as soon as circumstances permit. In the event that a mutual agreement is not reached in negotiations for an increase in work, the Sponsor will use other methods to perform such item or items of work.

The mutually agreed amount shall be covered by a Supplemental Agreement and shall be added to or subtracted from the total amount of the original Agreement.

Adjustment of time to complete the work as may pertain to an increase or a reduction in the work shall be arrived at by mutual agreement of the Sponsor and the Consultant after study of the change in scope of the work.

4. DELAYS AND EXTENSIONS

Time adjustment may occur when the negotiated scope of work is increased or reduced through mutual agreement of the State and the Consultant.

Extensions of time may be granted for the following reasons:

- a) Delays in major portions of the work caused by excessive time used in processing of submittals, delays caused by the State, or other similar items which are beyond the control of the Consultant.
- b) Additional work ordered in writing by the Sponsor.
- c) Department Design Standards have changed or expectations have changed from the time of negotiation.

5. TERMINATION

The Sponsor may terminate or abandon this Agreement at any time, without further obligation, upon giving notice of termination as hereinafter provided, for any of the following reasons:

- a. Evidence that progress is being delayed consistently below the progress required in the current approved CPM Schedule.
- b. Continued submission of sub-standard work.
- c. Violation of any of the terms or conditions set forth in the Agreement, other than for the reasons set forth in a. and b. above.
- d. At the convenience of the Sponsor.

Prior to giving notice of termination for the reasons set forth in a through c above, the Sponsor shall notify the Consultant in writing of any deficiencies or default in performance of the terms of this Agreement, and Consultant shall have ten (10) days thereafter in which to correct or remedy such default or deficiency. Upon their failure to do so within said ten (10) days, or for the reasons set forth in c above, such notice of termination in writing shall be given by the Sponsor. Upon receipt of said notice the Consultant shall immediately discontinue all work and service unless directed otherwise, and shall transfer all documents pertaining to the work and services covered under this Agreement, to the Sponsor. Upon receipt by the Sponsor of said documents, payment shall be made to Consultant as provided herein for all acceptable work and services.

6. DISPUTES

Should any dispute arise as to performance or abnormal conditions affecting the work, such dispute shall be referred to the Sponsor and the Director of the Idaho Transportation Department or his duly authorized representative(s) for determination.

Such determination shall be final and conclusive unless, within thirty (30) days of receipt of the decision Consultant files for mediation or arbitration. Consultant agrees that any mediation or arbitration hearing shall be conducted in Boise, Idaho. Consultant and Sponsor agree to be bound by the mediation agreement or the decision of the arbitration. Expenses incurred due to the mediation or arbitration will be shared equally by the Consultant and the Sponsor.

7. ACCEPTANCE OF WORK

- a. The Consultant represents that all work submitted shall be in accordance with generally accepted professional practices and shall meet tolerances of accuracy required by State practices and procedures.
- b. Acceptance of work will occur at phases appropriate to the terms of the Agreement and level of detail required by the State in its project development procedures.
- c. It is understood by the Consultant that the Sponsor is relying upon the professional expertise and ability of the Consultant in performance of the Agreement. Any examination of the Consultant's work product by the State/Sponsor will not be considered acceptance or approval of the work product which would relieve the Consultant for any liability or expense. Consultant is solely responsible for the propriety and integrity of its work product.

Acceptance or approval of any portion of Consultant's work product by the Sponsor for payment, partial or final, shall not constitute a waiver of any rights the Sponsor may have against the Consultant. If due to errors, omissions and negligent acts by the Consultant, or its Subconsultants, agents or employees, in its work product, the Consultant shall make corrections to its work product at no expense to the Sponsor. The Consultant shall respond to the Sponsor's notice of any error or omission within twenty-four hours of receipt, and give immediate attention to any corrections to minimize any delay to the construction contract. This may include, if directed by the Sponsor, visits to the site of the work.

If the Consultant discovers errors or omissions in its work product, it shall notify the State within seven days of discovery. Failure of the Consultant to notify the State shall be grounds for termination of the Agreement.

The Consultant's liability for damages incurred by the Sponsor due to negligent acts, errors or omissions by the Consultant in its work product shall be borne by the Consultant. Increased construction costs resulting from errors, omissions or negligence in Consultant's work product shall not be the Consultant's responsibility unless the additional construction costs were the result of gross negligence of the Consultant.

8. OWNERSHIP OF DOCUMENTS

All material acquired or produced by the Consultant in conjunction with the preparation of the plans, study, or report, shall become the property of, and be delivered to, the Sponsor without restrictions or limitations of their further use. Any use of these materials by the Sponsor for purposes other than intended under this agreement shall be at the risk of the Sponsor. The Consultant has the right to make and retain copies of all data and documents for project files. Documents provided to the State may be public records under the Public Records Act §§ 74-101 through 74-126 and Idaho Code §§ 9-338 *et seq.*, and thus subject to public disclosure unless excepted by the laws of the state of Idaho, otherwise ordered by the courts of the state of Idaho, and/or otherwise protected by relevant state and/or federal law.

9. AERIAL PHOTOGRAPHY

After aerial photography has been flown, processed and checked for coverage, the negatives shall be sent to the State at the address indicated on the Agreement for evaluation, labeling, and prints or diapositives as needed by the District and the Consultant. The negatives shall become the property of the State. Along with the negatives, the Consultant shall also deliver the Report of Calibration for the aerial camera used for the aerial photography, the flight maps, and the flight log. Once complete, a copy of the mapping shall be placed on a CD-ROM and sent to the address specified in the Agreement.

10. CADD SPECIFICATIONS

Two copies of all drawings shall be furnished to the Department upon completion of the contract. One copy shall be a durable reproduction of the drawing stamped and signed by the Engineer. An electronic stamp is acceptable, provided it is registered and approved with the Board of Professional Engineers and Land Surveyors. Roadway plans shall be furnished on 11" x 17" sheets. Structures plans shall be furnished on 22" x 34" sheets. The other copy shall be an electronic drawing file in a MicroStation .DGN file format. Electronic files shall be delivered in one of the following:

- a. Placed within ITD's ProjectWise DataSource (See CADD Manual for proper locations for file storage)
- b. Standard CD/DVD-ROM Format

Files shall be developed with MicroStation software, SS4 Version 8.11X or higher; or converted to the MicroStation .DGN file format with all conversion errors corrected prior to delivery. If the consultant elects to convert files from other CADD software to the .DGN format, the consultant may be required at various times during the contract period to provide proof that all conversion errors can be corrected.

Refer to the CADD Manual for a complete set of CADD Standards. The manual is available at the following website: <http://apps.itd.idaho.gov/apps/manuals/manualsonline.html> .

11. GEOTECHNICAL AND MATERIALS WORK

If geotechnical and materials work is required under this Agreement, the Consultant must ensure that any Subconsultant performing geotechnical and materials work be involved in the final design review. This does not mean that the geotechnical and materials Subconsultant must attend the actual final design review meeting, but does mean that the Subconsultant, will at a minimum, participate in the final design plans and proposal review to assure that all geotechnical and materials recommendations/issues it raised concerning the project have been addressed, or notify the Consultant of any outstanding issues.

12. HIGHWAY CONSTRUCTION ESTIMATING PROGRAM

The Idaho Transportation Department has adopted the Trns.Port Estimator™ Highway Construction Cost Estimation software package as the standard for developing all highway construction cost estimates. Consultants who prepare PS&E (Plans, Specifications and Estimate) packages for submittal to ITD are required to use Estimator. Further information is available at the following Web Site: <http://itd.idaho.gov/business/?target=consultant-agreements> .

13. INDEMNITY

- a. Concerning claims of third parties, the Consultant shall indemnify, and hold harmless and defend the Sponsor from any and all damages of and against any and all suits, actions, claims or losses of every kind, nature and description, including costs, expenses and reasonable attorney fees that may be incurred by reason of any negligent act, error or omission of the Consultant in the prosecution of the work which is the subject of this Agreement.
- b. Concerning claims of the Sponsor, the Consultant shall assume the liability and responsibility for negligent acts, errors or omissions caused by the Consultant or a Subconsultant or their agents or employees to the design, preparation of plans and/or specifications, or other assignments completed under this Agreement, to the standards accepted at the time of the Final Design Review, other established review periods.
- c. Notwithstanding any other provision of this Agreement, the Consultant shall not be responsible for claims arising from the willful misconduct or negligent acts, errors, or omissions of the Sponsor for contamination of the project site which pre-exist the date of this Agreement or subsequent Task Authorizations. Pre-existing contamination shall include but not be limited to any contamination or the potential for contamination, or any risk to impairment of health related to the presence of hazardous materials or substances.

14. INSURANCE

The Consultant, certifying it is an independent contractor licensed in the State of Idaho, shall acquire and maintain commercial general liability insurance in the amount of \$1,000,000.00 per occurrence, professional liability insurance in the amount of \$1,000,000.00, and worker compensation insurance in accordance with Idaho Law.

The professional liability insurance coverage shall remain in force and effect for a minimum of one (1) year after acceptance of the construction project by the State (if applicable), otherwise for one (1) year after acceptance of the work by the State.

Regarding workers' compensation insurance, the Consultant must provide either a certificate of workers' compensation insurance issued by an insurance company licensed to write workers' compensation insurance in the State of Idaho as evidence that the Consultant has a current Idaho workers' compensation insurance policy in effect, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

The Consultant shall provide the State with certificates of insurance within ten (10) days of the Notice to Proceed.

15. ENDORSEMENT BY ENGINEER, ARCHITECT, LAND SURVEYOR, AND GEOLOGIST

Where applicable, the Professional Engineer, Architect, Land Surveyor, or Geologist in direct charge of the work or portion of work shall endorse the same. All plans, specifications, cost summaries, and reports shall be endorsed with the registration seal, signature, and date of the Idaho professional in direct charge of the work. In addition, the firm's legal name and address shall be clearly stamped or lettered on the tracing of each sheet of the plans. This endorsement certifies design responsibility in conformance with Idaho Code, ITD's Design Manual, and acceptance of responsibility for all necessary revisions and correction of any errors or omissions in the project plans, specifications and reports relative to the project at no additional cost to the State based on a reasonable understanding of the project at the time of negotiation.

16. LEGAL COMPLIANCE

The Consultant at all times shall, as a professional, observe and comply with all Federal, State and local laws, by-laws, safety laws, and any and all codes, ordinances and regulations affecting the work in any manner and in accordance with the general standard of care. The Consultant agrees that any recourse to legal action pursuant to this agreement shall be brought in the District Court of the State of Idaho, situated in Ada County, Idaho.

17. SUBLETTING

The services to be performed under this Agreement shall not be assigned, sublet, or transferred except by written consent of the Sponsor. Written consent to sublet, transfer or assign any portions of the work shall not be construed to relieve the Consultant of any responsibility for the fulfillment of this Agreement or any portion thereof.

18. PERMITS AND LICENSES

The Consultant shall procure all permits and licenses, pay all charges, fees, and taxes and give all notices necessary and incidental to the due and lawful prosecution of the work.

19. PATENTS AND COPYRIGHTS

The Consultant shall hold and save the Sponsor and its agents harmless from any and all claims for infringement by reason of the use of any patented design, device, material process, trademark, and copyright.

20. NONDISCRIMINATION ASSURANCES

1050.20 Appendix A:

During the performance of work covered by this Agreement, the Consultant for themselves, their assignees and successors in interest agree as follows:

1. **Compliance With Regulations.** The Consultant shall comply with all regulations of the United States Department of Transportation relative to Civil Rights, with specific reference to Title 49 CFR Part 21, Title VI of the Civil Rights Act of 1964 as amended, and Title 23 CFR Part 230 as stated in the ITD EEO Special Provisions and Title 49 CFR Part 26 as stated in the appropriate ITD DBE Special Provisions. <http://apps.itd.idaho.gov/apps/ocr/index.aspx>
2. **Nondiscrimination.** The Consultant, with regard to the work performed by them during the term of this Agreement, shall not in any way discriminate against any employee or applicant for employment; subcontractor or solicitations for subcontract including procurement of materials and equipment; or any other individual or firm providing or proposing services based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations, either by bidding or negotiation, made by the Consultant for work or services performed under subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be made aware by the Consultant of the obligations of this Agreement and to the Civil Rights requirements based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.
4. **Information and Reports.** The Consultant shall provide all information and reports required by regulations and/or directives and sources of information, and their facilities as may be determined by the State or the appropriate Federal Agency. The Consultant will be required to retain all records for a period of three (3) years after the final payment is made under the Agreement.
5. **Sanctions for Noncompliance.** In the event the Consultant or a Subconsultant is in noncompliance with the EEO Special Provisions, the State shall impose such sanctions as it or the appropriate Federal Agency may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the Consultant until they have achieved compliance;
 - Suspension of the agreement, in whole or in part, until the Consultant or Subconsultant is found to be in compliance, with no progress payment being made during this time and no time extension made;
 - Cancellation, termination or suspension of the Agreement, in whole or in part;
 - Assess against the Consultant's final payment on this Agreement or any progress payments on current or future Idaho Federal-aid Projects an administrative remedy by reducing the final payment or future progress payments in an amount equal to 10% of this agreement or \$7,700, whichever is less.
6. **Incorporation of Provisions.** The Consultant will include the provisions of paragraphs 1 through 5 above in every subcontract of \$10,000 or more, to include procurement of materials and leases of equipment unless exempt by the Acts, the Regulations, and directives pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the State or the appropriate Federal Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into any litigation to protect the interest of the State. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

1050.20 Appendix E

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with all non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

21. INSPECTION OF COST RECORDS

The Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the project. They shall make such data available for inspection, and audit, by duly authorized personnel, at reasonable times during the life of this Agreement, and for a period of three (3) years subsequent to date of final payment under this Agreement, unless an audit has been announced or is underway; in that instance, records must be maintained until the audit is completed and any findings have been resolved. Failure to provide access to records may affect payment and may constitute a breach of contract.

22. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

By signing this document the Consultant certifies to the best of his knowledge and belief that except as noted on an attached Exception, the company or its subcontractors, material suppliers, vendors or other lower tier participants on this project:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- b. have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records making false statements, or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NOTE: Exceptions will not necessarily result in denial of award, but will be considered in determining Consultant responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

23. CERTIFICATION CONCERNING LOBBYING ACTIVITIES

By signing this document, the Consultant certifies to the best of their knowledge and belief that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The Consultant also agrees that he or she shall require that the language of this certification shall be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

24. EMPLOYEE ELIGIBILITY

The Consultant warrants and takes the steps to verify that it does not knowingly hire or engage persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of person not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of its contract.

**J-U-B Team Proposed Scope of Work
KN24276 Ramsey Signal Upgrades
Negotiated**

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Project Overview and Understanding

The City of Coeur d’Alene (CDA) was awarded Local Highway Safety Improvement Program (LHSIP) funds to improve four intersections on Ramsey Road (KN24276), located within their jurisdiction in Kootenai County, Idaho. Ramsey Road is functionally classified as a Minor Arterial and carries a large volume of traffic for regional commuting purposes. Lake City High School is also located along the corridor. Ramsey Road provides an important and highly traveled north-south connection for the City of Coeur d’Alene and greater Kootenai County region. This project proposes to upgrade traffic and pedestrian signal equipment and improve ADA ramps at Prairie Ave, Hanley Avenue, and Dalton Avenue, and install a new traffic signal and ramps at Wilbur Avenue.

Proposed Project Approach

The project will be designed following applicable City and ITD/LHTAC project development standards, including an informal preliminary design submittal and formal final design, and Plans, Specifications, and Estimate (PS&E) submittals. The project is not anticipated to include obtaining new right-of-way for the planned improvements and geotechnical and materials information is not required due to the use of standard signal pole foundations. The J-U-B team will provide design elements and signal timing plans as outlined in the scope of work below, including contracting Quality Counts to obtain traffic counts. Signal plans for Wilbur Ave were developed several years ago, and the plans will be reviewed, validated and updated as needed, and incorporated into the bid package. J-U-B will use LHTAC’s ProjectWise to share project related documentation. LHTAC will complete all environmental services with support from J-U-B as outlined in the tasks below.

Task 1 – Project Management

The purpose of this task is to provide project management by J-U-B including contract management, the team administration, traffic count collection management and oversight. In addition to hours for the J-U-B Project Manager, this task also includes the time for J-U-B staff to attend and/or participate in a kickoff meeting, weekly internal team meetings, and monthly project team meetings. This scope of work is estimated to last 14 months after weather allows for survey to proceed.

Task #	Task Name and Description	Assumptions	Deliverables
1.1	Project Start Up and Planning Setting up the project in JUB’s accounting and CAD systems, preparing data collection contracts.		

Task #	Task Name and Description	Assumptions	Deliverables
1.2	<u>Project Kickoff Meeting</u>	<ol style="list-style-type: none"> 1. Kickoff meeting to be held at JUB's office and virtually via Teams. 2. 1-hour long meeting 3. JUB PM, PE, and Traffic Engineer will attend. 	<ol style="list-style-type: none"> 1. Agenda 2. Meeting minutes
1.3	<u>Monthly Internal Design Team Meetings</u>	<ol style="list-style-type: none"> 1. The project will last for 14 months after the kickoff meeting. Project anticipated to require up to 14 monthly meetings. 2. The meetings will be 1 hour each, held via MS Teams 3. JUB PM, PE, and Traffic Engineer will attend all meetings. 4. J-U-B's Survey Lead will attend 3 meetings. As disciplines complete scope, they will be dropped from the meeting. 	
1.4	<u>Administration of Team</u> Includes time for J-U-B PM to coordinate and oversee the day-to-day activities of the project team and communicate with CITY/LHTAC as required to keep the project on task and on schedule.	<ol style="list-style-type: none"> 1. This effort is estimated at 5% of the overall hours of staff and subconsultants. 	
1.5	<u>Project CPD schedule</u>	<ol style="list-style-type: none"> 1. Establish initial CPD 2. Provide 14 updates to CPD and submit with monthly invoices/progress reports. 3. CPD will include 10 working days for City/LHTAC review of draft submittals and 10 working days for City/LHTAC review of final submittals 4. Preliminary and final design reviews will include 15 working days for City/LHTAC review 	<ol style="list-style-type: none"> 1. Initial CPD 2. Monthly CPDs submitted with progress report and invoice
1.6	<u>Monthly Progress Report (0771 form) and Invoice</u>	<ol style="list-style-type: none"> 1. 14 invoices and progress reports will be prepared 	<ol style="list-style-type: none"> 1. Monthly invoice, progress report, and supporting data
1.7	<u>Environmental Documentation Support</u>	<ol style="list-style-type: none"> 1. J-U-B will support LHTAC in the environmental analysis by creating the project purpose and need statement and providing figures for environmental documents. It is assumed that a total of 4 figures will be needed 	<ol style="list-style-type: none"> 1. Up to 4 figures for environmental documents 2. Purpose and Need statement

Task 2 – Survey

J-U-B will provide boundary and topographic survey services following ITD guidelines.

Task #	Task Name and Description	Assumptions	Deliverables
2.1	<u>Prepare Right of Entry Letters</u>	<ol style="list-style-type: none"> 1. Right of entry letters will be prepared for up to 25 property owners. 	<ol style="list-style-type: none"> 1. Copies of letters and proof of delivery will be available upon request.
2.2	<u>Primary Control</u> Establish a Primary control network consisting of strategically-placed intervisible control monuments within and surrounding the project limits. The primary control network will be a combination of found monuments together with #5 rebar with plastic cap marked "J-U-B ENGINEERS INC CONTROL POINT".	<ol style="list-style-type: none"> 1. Control points will be spaced approximately 500-feet apart. 2. Horizontal datum will be based on NAD83, Idaho State Plane Coordinates, Idaho West Zone projected to ground values scaled about a control point located central to the project. 3. Vertical datum will be based on NGVD 29. 4. Control points will be also be vertical benchmarks for the project. A closed and adjusted differential level-loop will be run through the control to achieve the desired level of accuracy. 	

Task #	Task Name and Description	Assumptions	Deliverables
2.3	<u>Survey Records Research</u> Research existing survey records for: Geodetic Reference Monuments (both horizontal and vertical), Land Corner Records (CP&F), Records of Survey, Subdivision Plats, Historical road records, right-of-way records, and others as appropriate.	<ol style="list-style-type: none"> At this time it is anticipated that all designed infrastructure will be within existing rights-of-way and that no existing monumentation will be in jeopardy of being disturbed or destroyed. Found monumentation in each project area will be noted and referenced on the survey base map. In the unlikely event monuments are disturbed or destroyed, they will reset under a separate task order and a Record of Survey will be prepared in accordance with Idaho Code. Alternatively, this work could be performed by a Professional Land Surveyor retained by the Contractor, if necessary. 	
2.4	<u>Existing Right-of-Way</u>	<ol style="list-style-type: none"> Utilizing documents obtained through the Survey Records Research, calculate search positions for monuments of record needed to calculate existing right-of-way. Field-tie existing monumentation to determine existing rights-of-way pertinent to each project area. Perform survey analysis of the survey records and title documents relative to found monumentation to calculate and determine the existing right-of-way lines relative to each project area. Right-of-way will be determined for the Wilbur, Hanley, and Dalton intersections only. 	
2.5	<u>Topographic Field Survey</u>	<ol style="list-style-type: none"> Topographic mapping will be performed using conventional surveying methods. Critical features to be considered for design will be surveyed with GPS and/or Robotic Total Stations. ITD point codes will be utilized and shots will be taken at an adequate spacing to produce a contour interval consistent with the ITD Design Manual throughout the project. The attached exhibits (Approximate Limits of Topographic Survey), will be used to define the anticipated project and survey limits. Other features to be mapped will include existing road, utility, hardscape and ground features within each project area extending to the rights-of-way and approximately 50-feet in each direction from the intersections. Using a Trimble SX12 Total Station Survey Instrument with integrated Terrestrial LiDAR scan capability, we will perform a series of measurements at the Wilbur Ave intersection to determine heights of overhead utilities. Data will be processed to create a 3D model illustrating the results and for use in design. Relative accuracies provided will be sub-2cm. 	
2.6	<u>Survey Base Map</u>	<ol style="list-style-type: none"> Prepare a base map using the collected topographic data at a scale and contour interval in accordance with the ITD Design Manual. Develop a digital terrain model of existing conditions. Show existing right-of-way lines in the base map. A field check will be performed of the base map and digital terrain model prior to utilizing for preliminary design. A QC/QA sign-off form will be prepared and submitted. The Survey base map and digital terrain model will be prepared in Bentley OpenRoads Designer. 	<ol style="list-style-type: none"> A final survey base map sealed by a Licensed Professional Land Surveyor in the State of Idaho.

Task 3 – Utility Coordination

J-U-B will take the lead on contacting and mapping utilities, coordinating utilities, identifying conflicts and easements, coordinating agreements, and coordinating relocations resulting from project conflicts. The goal with utility coordination

is to identify conflicts early, identify where utilities need to adjust or move, and authorize them to move once design is complete. J-U-B will position for timely notifications to utility companies according to the ITD Guide for Utility Management and will attempt to relocate utilities prior to construction, however utility relocations are often dependent on the utility company’s relocation schedule.

Task #	Task Name and Description	Assumptions	Deliverables
3.1	<p><u>Utility Locates and Contact Information</u> J-U-B will call in design locates to OneCall. Utilities that choose to locate underground facilities will be surveyed.</p>		
3.2	<p><u>Initial Contact Letter</u> J-U-B will send an initial contact letter via email to each utility company generated on the design locate ticket and obtain existing mapping from each utility company.</p>	<p>1. We anticipate up to 12 utilities will require coordination</p>	<p>1. Initial Contact Letters delivered via RE File</p>
3.3	<p><u>Utility Tracking Matrix</u> J-U-B will prepare and maintain a utility contact matrix (excel) that will be used to track correspondence between each utility company and J-U-B.</p>		<p>1. Delivered via RE File or upon request</p>
3.4	<p><u>Notification of Conflict Letter</u> J-U-B will prepare utility Notification of Conflict Letters via email. The letter will be accompanied by an exhibit showing the utility companies facilities and where conflicts exist requiring relocation.</p>	<p>1. We do not anticipate utility agreements will be required and utility relocations will be the responsibility of utilities. 2. We expect one utility conflict and relocation with this project.</p>	<p>1. Notification of Conflict Letter delivered via RE File</p>
3.5	<p><u>Utility Hearing Preparation</u> As required by Idaho Code, a waiver from each utility company or a utility hearing must be held for each project. Traditionally, some companies in Kootenai County have refused to sign waivers requiring utility hearings. J-U-B will prepare the utility hearing guidance for the council, notify all utility companies of the hearing date, and attend the utility hearing meeting to answer any questions from the Council or public.</p>	<p>1. City staff will attend and facilitate the utility hearing and provide final meeting minutes.</p>	<p>1. Utility Hearing Guidance Document</p>

Task 4 – Traffic

The purpose of this task is to develop new coordinated signal timing plans for the corridor. J-U-B will coordinate with our subconsultant, Quality Counts, to obtain turning movement counts for use in timing plan development. Traffic counts are anticipated to be collected in the Spring of 2025 after the connection of Wilbur Ave and Moselle Dr has been made

and traffic patterns have redistributed. Signal timing plans will be completed after Preliminary Design and are anticipated to be submitted with Final Design.

Task #	Task Name and Description	Assumptions	Deliverables
4.1	<u>Traffic Count Data Collection</u> Our subconsultant, Quality Counts, will collect turning movement counts at four intersections.	1. 12-hours of counts will be collected during a typical Tues-Thurs.	1. Turning movement count data.
4.2	<u>Signal Timing Plans</u> J-U-B will develop coordinated signal timing plans for the corridor using the latest version of Synchro.	1. We anticipate up to eight unique signal timing plans (AM, midday, PM, and off-peak/overnight for both summer and winter)	1. Signal timing plan summary sheets for use in programming controllers.

Task 5 – Preliminary Design

The purpose of this task is to develop a preliminary design layout, develop signal equipment lists, and cost estimate for informal review. Preliminary design review and approval is anticipated to be informal to confirm design approach with LHTAC and City. Following the submittal of Preliminary Design, and before starting Final Design, LHTAC, City, and J-U-B will meet to review comments and determine if Bid Alternates are appropriate. Incorporating bid alternates into the plans and specifications is not included in this scope and will require an agreement supplemental.

Task #	Task Name and Description	Assumptions	Deliverables
5.1	<u>Prepare Preliminary Design Plans</u>	<ol style="list-style-type: none"> 1. The preliminary design plans will include: <ol style="list-style-type: none"> a. Title Sheet b. Total Ownership Map c. Topographic Survey and Control d. Signal Layout Sheets (4) e. Signal Materials (4) f. Pedestrian Ramp Details g. Traffic Control Plan h. Utility Plan 2. Signing and pavement markings will be shown on plan and profile sheets. 3. Traffic control plans will show closure of a single lane for signal and curb ramp installation. 4. No staging plans are included in this scope of work. 5. No storm drainage infrastructure will be modified as part of this work. 6. Existing paths of travel across roadways meet current ADA requirements (cross slopes less than 2%, longitudinal slopes less than 5%). If crosswalks are found to not meet current ADA requirements, intersection reconstruction is required under 28 CFR 35.151 which will increase design and construction efforts. 	1. Preliminary Design Package (PDF)
5.2	<u>Prepare Engineer's Opinion of Probable Cost</u> JUB design team will estimate quantities and prepare an excel spreadsheet Engineer's Opinion of Probable Cost.	1. J-U-B will procure unit costs by bid abstract analysis.	1. Preliminary Opinion of Probable Cost
5.3	<u>QC Review</u> JUB will provide an internal QC of the preliminary package.		1. QC checklist

Task #	Task Name and Description	Assumptions	Deliverables
5.4	<u>Preliminary Design Review Meeting</u> JUB will plan, coordinate, and hold a preliminary design review meeting.	<ol style="list-style-type: none"> 1. Preliminary design review will be held using Bluebeam and MS Teams 2. JUB will receive and address review comments via Bluebeam (comment resolution will be in Bluebeam) 3. A 1-hour preliminary design review meeting will be held via MS Teams 4. Attendees from JUB will include PM, PE, and Traffic Engineer 5. Changes to the design resulting from preliminary plans review will be made during final design 6. Final design will commence directly after the preliminary design review meeting is conducted 	1. Bluebeam comment resolution form

Task 6 – Final Design

The purpose of this task is to develop a complete Final Design package for review and hold a formal final design review meeting.

Task #	Task Name and Description	Assumptions	Deliverables																										
6.1	<u>Prepare Final Plans</u> JUB design team will create final plan sheets, using the preliminary design as a basis. Sheets will be developed based on preliminary design review adding the necessary details to get the plans to Final Design.	<ol style="list-style-type: none"> 1. The following table includes the estimated number of plan sheets for the final design package: <table border="1" data-bbox="646 772 1214 1255"> <thead> <tr> <th>Sheet Name</th> <th># of Sheets</th> </tr> </thead> <tbody> <tr> <td>Title Sheet</td> <td>1</td> </tr> <tr> <td>Legend Sheet</td> <td>1</td> </tr> <tr> <td>Total Ownership Map</td> <td>2</td> </tr> <tr> <td>Topographic Survey and Control (1" =40')</td> <td>4</td> </tr> <tr> <td>Project Clearance Summary</td> <td>1</td> </tr> <tr> <td>Roadway Summary</td> <td>2</td> </tr> <tr> <td>Signal Plans (Materials, plan view, & wiring diagrams for each signal)</td> <td>24</td> </tr> <tr> <td>Pedestrian Ramp Details</td> <td>4</td> </tr> <tr> <td>Traffic Control Plan</td> <td>4</td> </tr> <tr> <td>Roadway Details</td> <td>2</td> </tr> <tr> <td>Utility Plans</td> <td>4</td> </tr> <tr> <td>Total</td> <td>49</td> </tr> </tbody> </table> 2. Signing and pavement markings will be shown on plan and profile sheets. 3. Erosion control will be shown on plan and profile sheets. 4. No staging plans are included in this scope of work. 	Sheet Name	# of Sheets	Title Sheet	1	Legend Sheet	1	Total Ownership Map	2	Topographic Survey and Control (1" =40')	4	Project Clearance Summary	1	Roadway Summary	2	Signal Plans (Materials, plan view, & wiring diagrams for each signal)	24	Pedestrian Ramp Details	4	Traffic Control Plan	4	Roadway Details	2	Utility Plans	4	Total	49	
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Total	49																												
6.2	<u>Prepare Engineer's Opinion of Probable Cost</u> JUB design team will calculate quantities and prepare a cost estimate using ITD Estimator.		1. Final Engineer's Opinion of Probable Cost																										
6.3	<u>Prepare Special Provisions</u> JUB will prepare draft special provisions for submittal with the final design package	1. Up to 2 special provision items are anticipated	1. Draft Special Provisions																										
6.4	<u>Prepare Working Day Estimate/Construction Schedule</u> JUB will prepare a draft working day estimate and construction schedule for submittal with the final design package.		1. Construction Schedule and Phasing Estimate																										

6.5	<u>QC Review</u> JUB QC leads will provide an internal QC of the final design package.		1. QC Checklist
6.6	<u>Final Design Assembly and Submittal</u> JUB team will address internal QC comments and prepare preliminary plans submittal package.	1. Final design package will include 49 plan sheets, cost estimate, draft special provisions, working day estimate, construction schedule, and QC checklist	1. Final design package 2. Final design checklist
6.7	<u>Final Design Review Meeting</u> JUB will plan, coordinate, and hold a final design review meeting.	1. Final design review will be held using Bluebeam. 2. JUB will receive and address review comments via Bluebeam (comment resolution will be in Bluebeam) 3. A 1-hour final design review meeting will be held via MS Teams or at J-U-B's office if deemed appropriate. 4. Attendees from JUB will include PM, PE, and Roadway Engineer. 5. Changes to the design resulting from final design review will be made during draft PS&E 6. Draft PS&E development will commence directly after the final design review meeting is conducted	1. Bluebeam comment resolution form

Task 7 – Plans, Specifications, and Estimate (PS&E)

The purpose of this task is to produce a complete a draft and final PS&E package for the project.

Task #	Task Name and Description	Assumptions	Deliverables
7.1	<u>Revise Final Design</u> JUB will revise the final design to address the comments received at the final design review meeting.	1. This task includes updating plans, specifications, and estimate after final design review is held.	
7.2	<u>Draft PS&E Package</u> JUB will prepare, assemble, and QC a draft PS&E package for review.	1. It is assumed that design comments were addressed in previous submittals and that any comments from this point forward are minor "clean up" comments.	1. Draft PS&E package 2. PS&E checklist 3. QC documentation
7.3	<u>Final PS&E Package</u> JUB will prepare, assemble, and QC a final PS&E package, addressing comments for approval.		1. Final PS&E package 2. PS&E checklist 3. QC documentation

J-U-B FEE SUMMARY

KN24276 Ramsey Signal Upgrades Coeur d'Alene

Date of Print - October 02, 2024

Status: Negotiated

A. SUMMARY ESTIMATED COSTS

		Labor-Hours		Hourly Rate	=	Raw Labor Cost
1	Project Manager	79	@	\$83.72	=	\$ 6,613.88
2	Quality Control	32	@	\$62.08	=	\$ 1,986.56
3	Project Engineer/Deputy PM	73	@	\$55.53	=	\$ 4,053.69
4	Roadway/Traffic Lead	166	@	\$53.30	=	\$ 8,846.97
5	Roadway/Traffic Designer	223	@	\$36.55	=	\$ 8,150.65
6	Drafter	296	@	\$38.33	=	\$ 11,345.68
7	Prof. Land Surveyor	69.5	@	\$71.97	=	\$ 5,001.92
8	Survey Tech	53	@	\$46.27	=	\$ 2,452.31
9	Survey Drafter	80	@	\$46.10	=	\$ 3,688.00
10	Two Person Survey Crew	114	@	\$31.94	=	\$ 3,640.59
TOTAL RAW LABOR COST					=	\$55,780.25
1186						

B. PAYROLL, FRINGE BENEFIT COSTS & OVERHEAD

Total Raw Labor Cost		Approved Overhead Rate	
\$55,780.25	X	176.86%	= \$98,652.94

C. NET PROFIT

Total Raw Labor & Overhead		NET PROFIT	
\$154,433.19	X	12.0%	= \$18,531.98

D. FCCM

Total Raw Labor Cost		Approved FCCM Rate	
\$55,780.25	X	1.69%	\$942.69

TOTAL LABOR \$173,907.85

E. REIMBURSABLE EXPENSES

	Description	Estimated Amount		Unit Cost	=	Estimated Expense
1	Traffic Counts	1	@	\$ 4,340.00	=	\$ 4,340.00
2	Mileage	20	@	\$ 0.67	=	\$ 13.40
3	GPS/Robotic Instrument	75	@	\$ 52.12	=	\$ 3,909.00
TOTAL ESTIMATED EXPENSE					=	\$ 8,262.40

TOTAL = \$182,170.25



LABOR HOUR ESTIMATE

KN24276 Ramsey Signal Upgrades

Coeur d'Alene

Date of Print - September 23, 2024

Status: Negotiated

				J-U-B Engineers, Inc.										
TASK	SUBTASK	Total Hours	Total Fee	JUB Fee	Project Manager	Quality Control	Project Engineer/Deputy PM	Roadway/Traffic Lead	Roadway/Traffic Designer	Drafter	Prof. Land Surveyor	Survey Tech	Survey Drafter	Two Person Survey Crew
1.0 Project Management														
	1.1 Project Startup and Planning	2	\$520	\$520	2									
	1.2 Project Kickoff Meeting	5	\$1,084	\$1,084	2		1	1			1			
	1.3 Monthly Project Team Meeting (Client)	31	\$6,698	\$6,698	14		14				3			
	1.4 Monthly Internal Design Team Meetings	45	\$9,088	\$9,088	14		14	14			3			
	1.5 Administration of Team	14	\$3,638	\$3,638	14									
	1.6 Project CPD Schedule	11	\$2,502	\$2,502	7		4							
	1.7 Monthly Progress Report (0771 form) and Invoice	14	\$3,638	\$3,638	14									
2.0 Survey														
	2.1 Prepare Right of Entry Letters	17.5	\$2,713	\$2,713							2.5	15		
	2.2 Primary Control	26	\$3,820	\$3,820							10			16
	2.3 Survey Records Research & Utility Locates Coordination	28	\$4,659	\$4,659							8	20		
	2.4 Obtain Title Reports													
	2.5 Existing Right-of-Way Calculations and Analyss	36	\$6,606	\$6,606							18	18		
	2.6 Topographic Field Survey & Monument Search for Boundary Survey	102	\$10,607	\$10,607							4			98
	2.7 Survey Base Map - Drafting & QC	100	\$15,641	\$15,641							20		80	
3.0 Utility Coordination														
	3.1 Utility Locates and Contact Information	8	\$1,022	\$1,022			2		6					
	3.2 Initial Contact Letter	22	\$2,610	\$2,610			2		20					
	3.3 Utility Tracking Matrix	24	\$4,059	\$4,059	6		8		10					
	3.4 Notification of Conflict Letter	24	\$3,152	\$3,152			2		10	12				
	3.5 Utility Hearing Preparation	2	\$341	\$341			2							
4.0 Traffic Analysis														
	4.1 Collect Traffic Data	2	\$341	\$341			2							
	4.2 Signal Timing Plans	42	\$5,795	\$5,795			2	16	24					
5.0 Preliminary Design														
	5.1 Prepare Preliminary Plans	104	\$14,972	\$14,972	2		2	30	30	40				
	5.2 Prepare Engineer's Opinion of Probable Cost	8	\$1,366	\$1,366				8						
	5.3 QC Review	20	\$3,227	\$3,227		8	2		2	8				
	5.5 Preliminary Design Review Meeting	4	\$772	\$772	1		2	1						
6.0 Final Design														
	6.1 Final Layout and Model	40	\$5,454	\$5,454				16	24					
	6.2 Prepare Final Plans	294	\$41,298	\$41,298				49	49	196				
	6.3 Engineer's Opinion of Probable Cost	8	\$1,366	\$1,366				8						
	6.4 Prepare Special Provisions	16	\$2,731	\$2,731			8	8						
	6.5 Prepare Working Day Estimate/Construction Schedule	6	\$1,024	\$1,024			2	4						
	6.6 QC Review	34	\$5,449	\$5,449		16	2		8	8				
	6.7 Final Design Review Meeting	4	\$772	\$772	1		2	1						
7.0 Plans, Specifications, and Estimate (PS&E)														
	7.1 Revise Final Design	18	\$2,366	\$2,366				2	8	8				
	7.2 Draft PS&E Package	26	\$3,908	\$3,908		8		2	8	8				
	7.3 Final PS&E Package	20	\$2,886	\$2,886	2			2	8	8				
	7.4 Resident Engineer Package	18	\$2,366	\$2,366				2	8	8				
	7.5 Draft Minimum Testing Requirements	10	\$1,249	\$1,249				2	8					
Total		1185.5	\$179,740	\$179,740	79	32	73	166	223	296	69.5	53	80	114

J-U-B LABOR CATEGORIES

KN24276 Ramsey Signal Upgrades

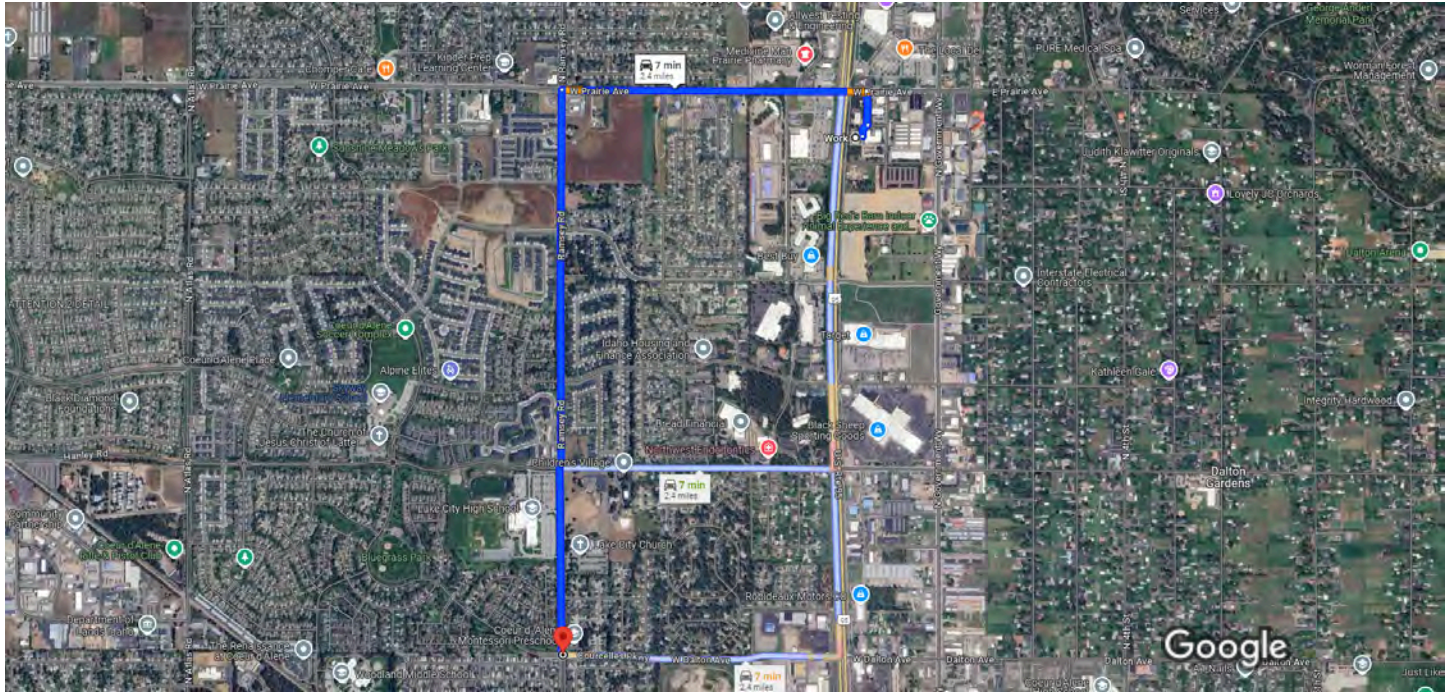
Coeur d'Alene

Date of Print - October 01, 2024

Status: Negotiated

Employee Name	Certified Wage Rate	Project Manager		Quality Control		Project Engineer/Deputy PM		Roadway/Traffic Lead		Roadway/Traffic Designer		Drafter		Prof. Land Surveyor		Survey Tech		Survey Drafter		Two Person Survey Crew	
		% of Category Time	Adjusted Wage	% of Category Time	Adjusted Wage	% of Category Time	Adjusted Wage	% of Category Time	Adjusted Wage	% of Category Time	Adjusted Wage	% of Category Time	Adjusted Wage	% of Category Time	Adjusted Wage	% of Category Time	Adjusted Wage	% of Category Time	Adjusted Wage	% of Category Time	Adjusted Wage
Angela Comstock	\$83.72	100%	\$83.72		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Andrew Baden	\$62.08		\$0.00	100%	\$62.08		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Riannon Zender	\$55.53		\$0.00		\$0.00	100%	\$55.53	50%	\$27.77		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Ian Hartman	\$51.06		\$0.00		\$0.00		\$0.00	50%	\$25.53		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Hannah Grimm	\$36.55		\$0.00		\$0.00		\$0.00		\$0.00	100%	\$36.55		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Brannen Reasor	\$38.33		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	100%	\$38.33		\$0.00		\$0.00		\$0.00		\$0.00
Jeremy Russell	\$71.97		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	100%	\$71.97		\$0.00		\$0.00		\$0.00
Jesse Studebaker	\$46.27		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	100%	\$46.27		\$0.00		\$0.00
Dave Grebe	\$46.10		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	100%	\$46.10		\$0.00
Ev Yabarra	\$24.20		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	50%	\$12.10
Cameron Greene	\$39.67		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	50%	\$19.84
Average Hourly Rate		100%	\$83.72	100%	\$62.08	100%	\$55.53	100%	\$53.30	100%	\$36.55	100%	\$38.33	100%	\$71.97	100%	\$46.27	100%	\$46.10	100%	\$31.94

Google Maps 7825 N Meadowlark Way to 47.7227868, -116.8082480 Drive 2.4 miles, 7 min



Imagery ©2024 Airbus, Maxar Technologies, Map data ©2024 1000 ft

via W Prairie Ave and N Ramsey Rd 7 min 2.4 miles Fastest route now due to traffic conditions

via US-95 S and W Dalton Ave 7 min 2.4 miles Some traffic, as usual

via US-95 S and W Hanley Ave 7 min 2.4 miles

Approximately 5 miles RT for four (4) field visits during design is 20 miles total estimated expense.

Explore 47.7227868, -116.8082480

- Restaurants Hotels Gas stations Parking Lots Less

ESTIMATE



WCM:ID

BILL TO : J-U-B Engineers
7825 N Meadowlark Way
Coeur d'Alene, ID 83815
(208) 762-8787

CLIENT PROJECT # :

ESTIMATE DATE : 9/23/2024

ORDER DATE : 9/23/2024

ORDER No	PROJECT NAME	PAYMENT TERMS	ORDER BY
167735	Ramsey Rd - Coeur d'Alene	PWP	Riannon Zender

QTY	DESCRIPTION	RATE	TOTAL
4	Standard-Turn Count	\$1,085.00	\$4,340.00
	4 Location(s) for time period(s): 6:00 AM -- 8:00 PM-(Midweek) - 14 Hrs.		
	-N Ramsey Rd -- W Prairie Ave, Coeur d'Alene, ID		
	-N Ramsey Rd -- Wilbur Ave, Coeur d'Alene, ID		
	-N Ramsey Rd -- W Hanley Ave, Coeur d'Alene, ID		
	-N Ramsey Rd -- Dalton Ave/Courcelles Pkwy, Coeur d'Alene, ID		
		TOTAL	\$4,340.00

Balances unpaid by end of Payment term (listed above) will be charged 1.5% interest per month

Quality Counts, LLC
15615 SW 74th Ave #100
Tigard, OR 97224
(877) 580-2212
qualitycounts.net

Generated on 09/23/2024 11:29 AM

Page 1 of 1

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

Date: November 25, 2024
From: Adam Rouse, Recreation Superintendent
SUBJECT: **American Legion Baseball Agreement**

DECISION POINT: Should the General Services/Public Works Committee recommend that Council approve an agreement between the City and the American Legion Baseball, Inc., for the use of Thorco Field at Ramsey Park, renewing every 5 years, with a 5% increase each year?

HISTORY: The City of Coeur d'Alene first entered into an agreement with American Legion Baseball in 1992 for the use of McEuen Field. American Legion's baseball program was moved to Thorco Field at Ramsey Park and, at that time, we updated the agreement which is currently up for renewal. Historically, the agreement with the American Legion has renewed every two years. Staff is requesting that the proposed agreement be renewed every 5 years, with a 5% increase each year.

FINANCIAL ANALYSIS: There will be no additional cost to the City to maintain the field.

PERFORMANCE ANALYSIS: This agreement will identify and outline the responsibilities that the City of Coeur d'Alene and American Legion Baseball will have for field maintenance, scheduling, and costs for the American Legion season.

DECISION POINT/ RECOMMENDATION: The General Services/Public Works Committee should recommend that Council approve an agreement between the City and the American Legion Baseball, Inc., for the use of Thorco Field at Ramsey Park, renewing every 5 years, with a 5% increase each year.

AGREEMENT

THIS AGREEMENT is entered into this 3rd day of December, 2024, between the **City of Coeur d' Alene**, a municipal corporation organized pursuant to the laws of the state of Idaho, hereinafter referred to as "**City**," and the **Coeur d'Alene American Legion Baseball Inc.**, a nonprofit corporation, organized pursuant to the laws of Idaho, hereinafter referred to as the "**Association**."

WITNESSETH:

WHEREAS, the City owns property located at 3525 North Ramsey Road known as Ramsey Park; and

WHEREAS, there is a baseball field located in the southwest corner of Ramsey Park adjacent to The Kroc Center that is known as Thorco Field, which is more particularly described on the attached **Exhibit "A,"** which by this reference is incorporated herein; and

WHEREAS, the Association desires to use the Thorco Field facilities; and

WHEREAS, the parties have reached an agreement as to certain matters regarding Thorco Field.

NOW, THEREFORE,

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

1. Term: The term of this agreement shall run from May 1st, 2025, to August 31st, 2029. After August 31st, 2029, upon the request of the Association, the Parks and Recreation Commission may recommend to the City Council that this Agreement be renewed for an additional five-year term.
2. Admission Costs and Fees: Except for tournaments as provided in Section 4 below, all events at Thorco Field will be open to the general public and no admission fee will be charged by the Association for admission to events held at Thorco Field without permission from the Parks & Recreation Director.
3. Field Scheduling: During the term of this Agreement, the City will have priority in the use of Thorco Field, but agrees to allow the Association first priority over other users during the Association's baseball season, which runs from approximately May 1st until August 15th annually. The City retains the right to schedule additional uses, including non-baseball uses, for Thorco Field at times that do not conflict with the Association's scheduled use of Thorco Field. The Association agrees to provide the City with a schedule of games, tournaments, and practice times no later than May 1st of each year to allow the City to prepare a schedule of use for Thorco Field. The Association agrees that

it will not assign its designated use times to other groups and/or clubs. The Association agrees to pay the City for use of the baseball field and lights. Fees due will be: \$2,465.77 for use in 2025. The annual fee will increase 5% in each year of any extension of this Agreement. Payment of the annual fee shall be submitted to the City no later than June 1st of each year.

4. Tournaments: The Association may reserve Thorco Field for tournament use as authorized by Municipal Code Section 4.30.030.
5. Field Maintenance: The Association will prepare and maintain Thorco Field's batting cage dirt, pitcher's mound, dirt infield, and the base path running lanes, including chalking or lining of the field as necessary during their season. The Association is solely responsible for all costs associated with the maintenance activities required by this Section. The base path running lanes must be prepared by hand without the use of motorized equipment. No one under the age of eighteen (18) years of age shall operate motorized equipment for field maintenance on Thorco Field. The City will allow the Association to utilize certain equipment for maintenance of the infield edge. All mowing and general turf care will be performed by City staff. No mowing, edging, or any type of turf maintenance shall be done by the Association. The City and Association will have a field maintenance meeting prior to the beginning of the season.
6. Field Alterations: The Association will not make any alterations, including alterations to the irrigation system, without the express written consent of the City. Any approved alterations or other improvements proposed by the Association shall be paid for by the Association. Any alterations or other improvements that are affixed to Thorco Field become the property of the City and the Association hereby waives all claims of ownership therein.
7. Field Damage: The Association is solely responsible for repairing any damage to Thorco Field, including but not limited to the following: fencing, dugouts, batting cages, scoreboard lighting, Press Box, Concession Trailer and storage sheds, resulting from the Association's use of Thorco Field.
8. Storage Facility: The Association will be allowed to utilize the City's two (2) 10' x 12' storage sheds at Thorco Field for the duration of this Agreement for the sole purpose of storing materials and equipment directly related to the use of Thorco Field. If at any time during this Agreement the Association desires to add an additional storage, it may make a written request to the Parks & Recreation Director who, in his or her sole discretion, will determine whether to allow the placement of an additional shed. The Association will bear all costs associated with an additional shed, if approved, including any permit costs that may be required.
9. Press Box: The City will make the Press Box available for the Association's use during its season. However, the use by the Association is non-exclusive and the City reserves the right to use the Press Box for other activities. The parties will conduct a walk thru of the

Press Box at the beginning of each season and again at the end of the season to ensure that the Press Box is in acceptable condition. No alterations or modifications to the Press Box will be made by the Association without the express written consent of the City. Prior to each season during the term of this Agreement, the Association will pay to the City a one hundred dollar (\$100) refundable deposit for six (6) keys to the Press Box and a fifty dollar (\$50) refundable cleaning deposit for the Press Box. The Association agrees that it will not make copies of the keys provided by the City. The required deposits will be returned to the Association after the end of season walk through provided that the Press Box is clean, any necessary repairs have been made, and all six (6) keys have been returned. Any damage caused by the Association or its users to the Press Box will be immediately repaired by the Association at its sole cost.

10. Concessions: The City will make the Concession Trailer available at Thorco Field for the Association's use during its season. The Concession Trailer is only to be transported by City Staff. The parties will conduct a walk thru of the Concession Trailer at the beginning of each season and again at the end of the season to ensure that the Concession Trailer is in acceptable condition. No alterations or modifications to the Concession Trailer will be made by the Association without the express written consent of the City. The Association agrees to keep the Concession Trailer clean at all times and will also be responsible to notify City staff when the grey water tank needs to be emptied. City staff will coordinate the emptying of the grey water tank in accordance with all relevant City and Panhandle Health District requirements. All needed permits for use of the Concession Trailer must be obtained and paid for by the Association. The Association shall provide trash cans at the Concession Trailer and place all food preparation material in bags to be stored in a mutually acceptable location. The Association will turn over the Concession Trailer to the City at the end of its scheduled season in the same condition as it was received, cleaned and empty of all food products. Prior to each season during the term of this Agreement, the Association will pay to the City a one-hundred-dollar (\$100) refundable deposit for six (6) keys to the Concession Trailer and a fifty dollar (\$50) refundable cleaning deposit for the Concession Trailer. The Association agrees that it will not make copies of the keys provided by the City. The required deposits will be returned to the Association after the end of season walk through provided that the Concession Trailer is clean, any necessary repairs have been made, and all six (6) keys have been returned. Any damage caused by the Association or its users to the Concession Trailer will be immediately repaired by the Association at its sole cost.
11. Banners: Sponsorship banners shall not go over the fence or onto the ground. Sponsorship banners shall only be displayed from May 1st through August 15th. Any and all proceeds of these sponsorships will go to the Association.
12. Vehicles on Field and Parking: The Association agrees that it will not allow any of its users to park or drive any vehicle on or over Thorco Field or the Prairie Trail, which is adjacent to Thorco Field, with the exception of supervised deliveries and work.

13. Portable Fencing: The Association may install, at its cost, portable fencing in locations approved by the Parks & Recreation Director. The fence material and method of installation must also be approved by the Parks & Recreation Director. Portable fences cannot be installed more than twenty-four (24) hours before a tournament and must be removed no later than twenty-four (24) hours after conclusion of a tournament.
14. Loudspeakers: Any use of loudspeakers must conform to Municipal Code Chapter 5.24.
15. Hold Harmless: The Association shall indemnify, defend, and hold the City harmless for any claim or cause of action that may arise as a result of the Association's use and/or maintenance of Thorco Field. To this end, the Association shall provide liability insurance naming the City as an additional insured in the amount of One Million Dollars (\$1,000,000) for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants. A certificate of insurance providing at least thirty (30) days' written notice to the City prior to cancellation of the policy shall be filed with the office of the City Clerk on or before execution of this Agreement which certificate must be approved by the City Attorney.
16. Compliance with Law: The parties will abide by all the laws, ordinances, regulations, and policies of the City, the State of Idaho, or the federal government that may apply in regard to the use, construction, and/or maintenance of the improvements, and including but not limited to bidding and public works contracting laws.
17. Termination/Default: In the event the Association fails, neglects, or refuses to perform any covenant or condition required of the Association herein, the City may terminate this Agreement, retaining any and all payments made by the Association as liquidated damages, or the City may, at its option, require specific performance of the terms hereof, or may seek any remedy that is available in law or in equity.
18. Section Headings: The section headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the respective sections to which they appertain.
19. Attorney's fees: Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination, or forfeiture of this Agreement.
20. Choice of Law/Jurisdiction: This Agreement shall be governed and interpreted in accordance with the laws of the state of Idaho. Jurisdiction for resolution of disputes arising from performance of this Agreement shall rest with the courts of the state of Idaho. Venue shall lie in Kootenai County.

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

CITY OF COEUR D'ALENE:

COEUR D'ALENE AMERICAN LEGION
BASEBALL, INC.

Woody McEvers, Mayor

By: _____

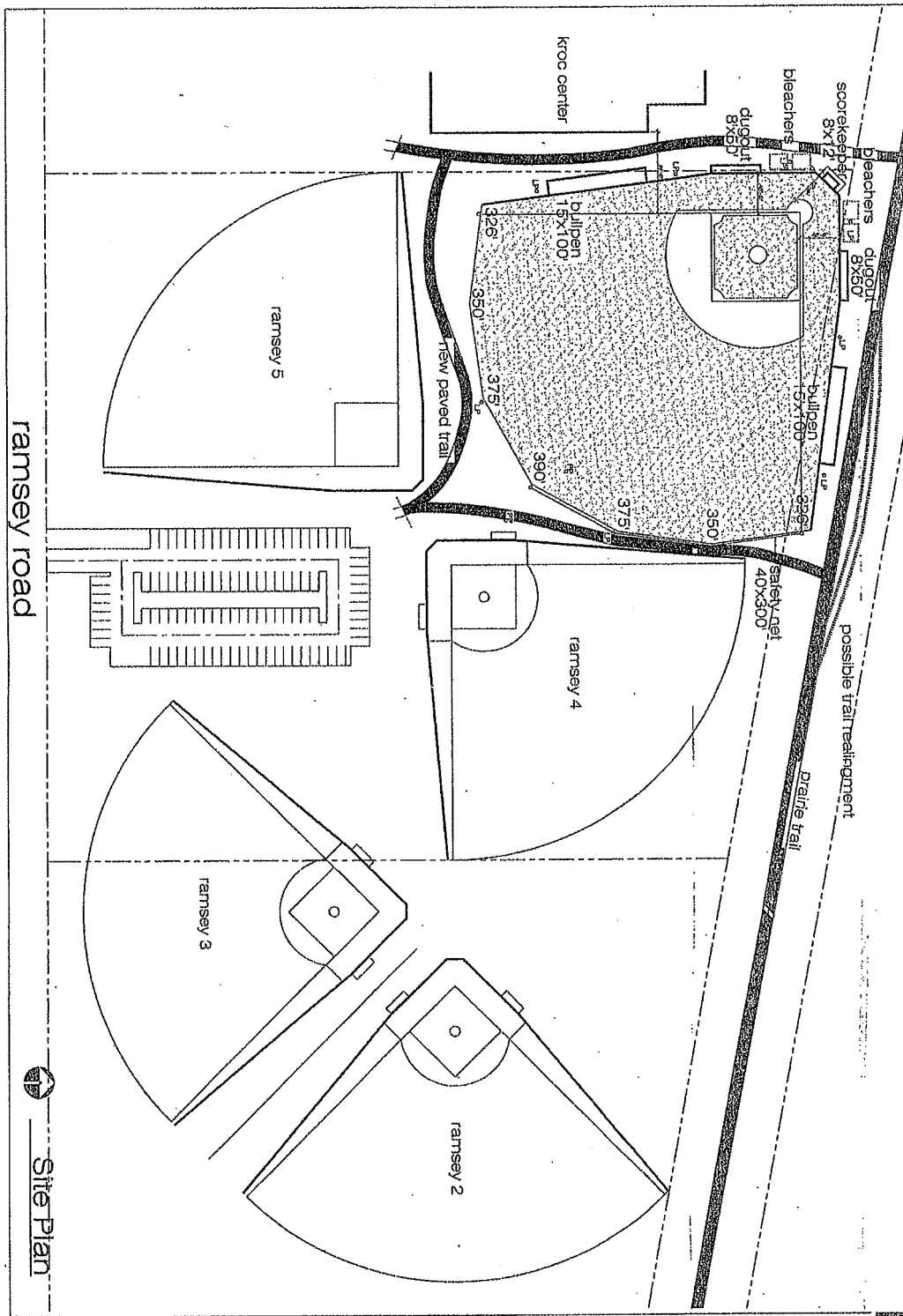
Name: _____

Title: _____

ATTEST:

Renata McLeod, City Clerk

EXHIBIT "A"



Site Plan

P1.0



Ramsey Baseball Fields
 Project Address
 Project City / State

Schematic Site Plan
 7-5-12
 WScale 1" = 40'-0"

MILLERSTAUFFER
 ARCHITECTS

601 FRONT AVE. STE. 201 // COEUR D'ALENE, ID 83814 // PH 208-1684-1773

OTHER BUSINESS

**CITY COUNCIL
STAFF REPORT**

DATE: December 3, 2024
FROM: Glen Poelstra, Water Department Assistant Director
SUBJECT: Acceptance of lowest quote and approval of purchase of Meter Boxes for Maintenance and Meter Pit Upgrades.

DECISION POINT: Should Council accept the lowest responsive quote of, and approve the purchase of Armorcast meter boxes from, H. D. Fowler Company in the amount of \$85,378.00 for the Water Department’s Annual Maintenance and Meter Pit Upgrades?

HISTORY: On an annual basis, approximately 200-300 meter pit settings in the City’s water system are required to be updated. Updates include basement meter pit upgrades, water service leaks, Yardley service upgrades, and meter pit upgrades in general. These upgrades are vital to keep ageing infrastructure up-to-date and operational. These particular meter boxes were introduced into City specifications approximately 20 years ago and have played a pivotal role in keeping meters and associated components protected from the elements. These meter boxes are one component of the service replacement and purchasing in bulk quantity yields the best price.

FINANCIAL ANALYSIS: Three quotes were solicited by staff for 100 sets of the Armorcast-brand composite meter boxes which is a quantity expected to meet annual service replacement needs. The quotes received were from H. D. Fowler at \$85,378.00, Consolidated Supply Co. \$89,103.00, and Ferguson Waterworks which was non-responsive. Funding for the service line replacements is included in the FY 24-25 budget which also includes water main replacements in the amount of \$800,000. Other anticipated materials and projects are included in the same line item.

PERFORMANCE ANALYSIS: The Water Department originally used concrete meter boxes which are extremely heavy and fragile. Staff experimented with other types of meter boxes and ultimately chose the Armorcast composite meter boxes as they were very similar in size to the existing boxes but much lighter and much more durable due to the composite construction of the box. The boxes and lids come in 15,000 and 20,000 pound load capacity so they can withstand being driven on where the concrete boxes would easily be crushed. Past practice has been to purchase a small truck load at a time, but due to supply chain issues for the past couple of years, staff recommends purchasing a larger quantity to ensure they are readily available for future projects.

DECISION POINT/RECOMMENDATION: Council should accept the lowest responsive bid of, and approve the purchase of Armorcast meter boxes from, H. D. Fowler Company in the amount of \$85,378.00 for Maintenance and Meter Pit Upgrades.



Meter Box Purchase

Armorcast composite meter Boxes



Service Replacements



Meter Box Purchase

DECISION POINT/RECOMMENDATION: City Council should approve the lowest responsive quote and approve purchase of Armorcast meter boxes from H.D. Fowler Company in the amount of \$85,378 for the annual maintenance and meter pit upgrades.



Meter Box Purchase

Questions?



RESOLUTION NO. 24-095

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE PURCHASE OF ARMORCAST METER BOXES FROM H.D. FOWLER COMPANY IN THE AMOUNT OF \$85,378.00 FOR USE IN THE ANNUAL MAINTENANCE AND METER PIT UPGRADES.

WHEREAS, the Water Department Assistant Director of the City of Coeur d'Alene has recommended that the City approve the purchase of Armorcast Meter Boxes from the lowest responsive bidder, H.D. Fowler Company, for the amount of Eighty-Five Thousand Three Hundred Seventy-Eight and 00/100 Dollars (\$85,378.00), for the Water Department for use in the Annual Maintenance and Meter Pit Upgrades, per the attached Exhibit "A" which is incorporated herein by reference; and

WHEREAS, it is in the best interests of the City to purchase the Armorcast Meter Boxes.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the Water Department is authorized to enter into an agreement to purchase Armorcast Meter Boxes from H.D. Fowler Company for the amount of Eighty-Five Thousand Three Hundred Seventy-Eight and 00/100 Dollars (\$85,378.00), for the Water Department for use in the Annual Maintenance and Meter Pit Upgrades, per the attached Exhibit "A" which is 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 provision of the agreement remain intact.

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

DATED this 3rd day of December, 2024.

Woody McEvers, 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 GABRIEL Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.

AGREEMENT

THIS AGREEMENT is made and entered into this 3rd day of December, 2024, between the CITY OF COEUR D'ALENE, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as "CITY", and H.D. **FOWLER COMPANY**, a corporation duly organized and existing under and by virtue of the laws of the state of Washington, with its Idaho place of business at 2602 W. Hayden Ave, Hayden, Idaho, hereinafter referred to as the "PROVIDER."

W I T N E S S E T H:

WHEREAS, the PROVIDER has been awarded the contract for the purchase of Armorcast meter boxes in Coeur d'Alene, Idaho, according to the plans and specifications established by the CITY.

IT IS AGREED that the CITY shall purchase, and the PROVIDER shall provide, 100 sets of Armorcast meter boxes. All goods shall be of the high standard required and approved by the CITY.

The CITY shall pay to the PROVIDER the sum of Eighty-five Thousand Three Hundred Seventy-eight and no/100 Dollars (\$85,378.00). Payment shall be made within thirty (30) days after delivery of the meter boxes by the City.

The PROVIDER shall supply the goods within One Hundred Eighty (180) days after the award of the contract.

Both parties agree to execute, in a timely manner, any and all documents necessary to complete this transaction and transfer title. The parties further agree to cooperate, and confer as necessary, in order to fully execute this Agreement.

The PROVIDER shall bear the risk of loss prior to the City taking possession of the trucks.

It is expressly agreed and understood by the parties hereto, that the PROVIDER shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of the CITY.

In performing under this Agreement, the CITY and the PROVIDER shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.

If either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, the other party shall have the right to terminate this Agreement by giving written notice of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination.

The CITY may terminate this Agreement for convenience by giving at least fifteen (15) days' written notice to the PROVIDER. If the Agreement is terminated without cause, the PROVIDER may recover any reasonable costs incurred in reliance on this Agreement up to the date of the notice.

The PROVIDER certifies that it is not currently owned or operated by the government of the People's Republic of China and will not for the duration of the contract be owned or operated by the government of the People's Republic of China.

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

This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

This Agreement shall not become effective or binding until approved by the City Council and Mayor of the CITY.

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

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

CITY OF COEUR D'ALENE

H.D. FOWLER COMPANY

By _____
Kyle Marine, Water Dept. Director

By _____

(printed name) _____

(title) _____

**CITY COUNCIL
STAFF REPORT**

DATE: December 3, 2024
FROM: Glen Poelstra, Water Department Assistant Director
SUBJECT: Award of lowest bid and approval of purchase and installation of a Miox Chlorine Generation Unit from Filtration Technologies for RC Well.

DECISION POINT: Should Council accept the lowest responsive bid of, and approve the purchase and installation of a Miox Chlorine Generation Unit from, Filtration Technologies, in the amount of \$124,725.00, to be installed at Ralph Capaul Well?

HISTORY: In previous years, the Water Dept. utilized 100% gas chlorine as a disinfectant. Due to its high volatility and dangerous nature, it was decided to source a different way of disinfection. Technology has been developed to utilize a liquid salt solution along with direct current electricity as a way of producing a consistent source liquid chlorine at a much safer concentration for employees to handle. Less than a ½% of chlorine is generated and injected at each well site to keep the minimum required amount of chlorine in the distribution system. A Microclor brand of chlorine generation unit currently is installed at RC Well, but has reached end of life and parts have become more expensive and unreliable to source. The Miox brand units have been installed at multiple other well sites and have proven to be reliable units.

FINANCIAL ANALYSIS: Staff advertised for bids for a chlorine generation unit capable of producing enough chlorine solution to meet the demands of a well producing 4200 GPM. Filtration Technologies was the only bidder to respond and is able to supply and install a 30 PPD (pound per day) Miox Chlorination Unit at a total cost of \$124,725.00. A line-item amount of \$123,000 was budgeted for this unit. The remaining amount above the budget will be obtained from the Maintenance Pumping Station budget.

PERFORMANCE ANALYSIS: The Miox Chlorine Generations Units use high quality food-grade salt in the form of a liquid solution, to produce chlorine in a safe and effective manner for treatment processes. With several of these units deployed at multiple water well sites in the City, the Miox units have proven very useful and reliable in the production of liquid chlorine for disinfection purposes. While liquid chlorine is still caustic and requires safety measures, the liquid chlorine solution is much less hazardous than 100% gas chlorine.

DECISION POINT/RECOMMENDATION: Council should accept the bid of, and award a contract to, Filtration Technologies to supply and install a Miox Chlorine Generation Unit in the amount of \$124,725.00.



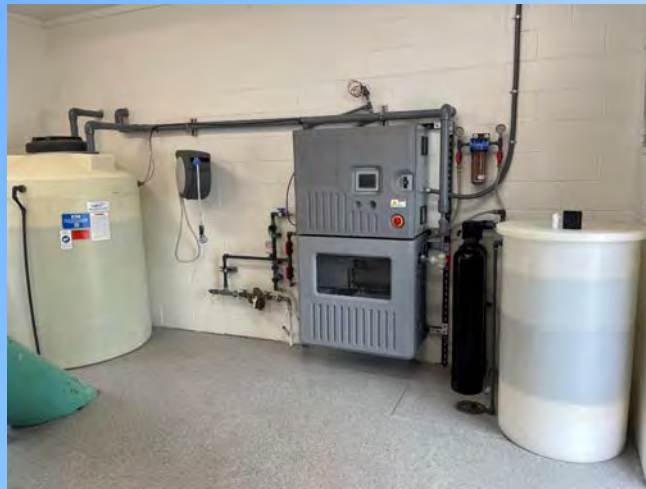
Ralph Capaul Well



Old MicrOclor



MIOX



Questions?



RESOLUTION NO. 24-096

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE PURCHASE AND INSTALLATION OF A MIOX CHLORINE GENERATION UNIT FROM FILTRATION TECHNOLOGIES, IN AN AMOUNT NOT TO EXCEED \$124,725.00, TO BE INSTALLED AT THE RALPH CAPAUL WELL (RC WELL).

WHEREAS, the Water Department Assistant Director for the City of Coeur d'Alene has recommended that the City approve the purchase of a Miox Chlorine Generation Unit from the lowest responsive bidder, Filtration Technologies, for the amount of One Hundred Twenty-Four Thousand Seven Hundred Twenty-Five and 00/100 Dollars (\$124,725.00), for the Water Department to be installed at the Ralph Capaul Well, per the attached Exhibit "1" which is incorporated herein by reference; and

WHEREAS, it is in the best interests of the City to purchase the Miox Chlorine Generation Unit.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the Water Department is authorized to enter into an agreement to purchase a Miox Chlorine Generation Unit from Filtration Technologies for the amount of One Hundred Twenty-Four Thousand Seven Hundred Twenty-Five and 00/100 Dollars (\$124,725.00), for the Water Department for the purchase and installation of a Miox Chlorine Generation Unit to be installed at the Ralph Capaul Well, per the attached Exhibit "1" which is 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 directed to take such steps necessary to effect said purchase on behalf of the City.

DATED this 3rd day of December, 2024.

Woody McEvers, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER GABRIEL Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.



December 3rd 2024

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

To Whom It May Concern:

The purpose of this letter is to confirm our agreement regarding the purchase and installation of a MIOX Generator and associated equipment at the RC Well for the City of Coeur d'Alene. We have agreed that work shall be completed within 120 days of receiving the notice to proceed. The scope of work includes the installation and purchase of the generator as described in Attachment "A." It is further agreed that Filtration Technology, Inc., (hereinafter referred to as the "Contractor") will indemnify, defend and hold the City harmless for any and all causes of action arising from any tortuous act or omission by Contractor, its employees, subcontractors, agents, and officers in performing this job. Payment will be made only after completion of the work and approval by the City, and after the City has received satisfactory evidence that all due or delinquent taxes have been paid. Invoices should be mailed to this office's address.

The total amount to be paid for the work shall be One hundred and one thousand seventy-five and no/100 Dollars (\$124,725.00). Unless otherwise agreed in writing, the City shall not pay any cost or expense in excess of that amount.

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

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

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

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

The Contractor certifies that it is not currently owned or operated by the government of the People's Republic of China and will not for the duration of the contract be owned or operated by the government of People's Republic of China.



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

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

Pursuant to Idaho Code § 67-2347A, the Contractor certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of any individual or company because the individual or company engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in section 18-3302(2)(d), Idaho Code.

Please acknowledge this agreement and return to this office.

Date _____

CONTRACTOR ACCEPTANCE OF TERMS

Name (individual or company): _____

Authorized Signature: _____ Title: _____

Printed Name and Title: _____

ATTACHMENT "A"

Ralph Capaul Well

4000 GPM, .5 PPM Injection Rate/.2 PPM Resident/.3 PPM Demand = 14.4 PPD Required

- Wall mount filter with gauges and isolation valves
- Kinetico Softener and all accessories
- Re-use existing brine tank, new bulkheads as required, plug off existing bulkheads as required, install new BrineGuard, Jobe simple float assembly, salt supplied by City
- MIOX Vault #ABM30SC self-cleaning mixed oxidant generator cabinet, wall mount, 1PH/230V, PLC/HMI, 60 amp, designed to produce a minimum of 30 ppd, spare parts kit
- Re-use existing storage tank, install CPVC and PVC bulkheads as required, 18" float assembly, hydrogen vent drop tube/piping/bird traps, cut hydrogen vent holes thru wall and caulk
- Installation:
 - Idaho public works contractor licensed, minimum class of "C" (Filtration Technology is "CC" to \$400,000), type "C" specialty construction
 - All piping as required
 - Start-up and training
- All equipment meets NSF requirements-certified for public drinking water

PUBLIC HEARINGS

**CITY COUNCIL
STAFF REPORT**

DATE: DECEMBER 3, 2024

**FROM: SHERRIE BADERTSCHER, COMMUNITY DEVELOPMENT SPECIALIST
HILARY PATTERSON, COMMUNITY PLANNING DIRECTOR**

**SUBJECT: APPROVING THE SUBMITTAL OF THE 2023 CDBG CONSOLIDATED
ANNUAL PERFORMANCE & EVALUATION REPORT (CAPER) TO HUD**

DECISION POINT:

Should the City Council hold a public hearing and approve the submittal of the Community Development Block Grant (CDBG) Plan Year 2023 Consolidated Annual Performance and Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development (HUD)?

HISTORY: The City of Coeur d’Alene receives an annual direct allocation of CDBG funds. Every year the City is required to complete a CAPER, allowing the public at least fifteen (15) days to share public comment. The CAPER provides an overview of the past year’s project outcomes and spending priorities. The 2023 CAPER highlights accomplishments that took place October 1, 2023, to September 30, 2024 utilizing 2023 funds, as well as funds expended from Plan Years (PY) 2020, 2021 and 2022 during this reporting timeframe.

The 2023 CAPER was posted to the City’s website on October 30, 2024, along with information on how to provide comments. The CAPER may be viewed online at cdaid.org/cdbg and a hard copy was made available at City Hall. Public comment was noticed from November 15, through December 3, 2024. Today’s Public Hearing and 18 days of public comment were advertised to the public in the following ways: Coeur d’Alene Press Legal Notice, Press Release, Website Updates, Facebook Post, CDA-TV Slide, and emails to 170+ CDBG stakeholders.

PERFORMANCE ANALYSIS: The summary of accomplishments and financials during PY23 are included in the 2023 CAPER Executive Summary (Attachment 1), and 2023 CAPER Financials (Attachment 2). Authorizing this item will allow staff to submit the 2023 CAPER to HUD for official review.

FINANCIAL ANALYSIS: See Attachments 1 and 2 for the financial breakdown of funds allocated and projects completed in PY23.

DECISION POINT/ RECOMMENDATION:

The City Council should approve the submittal of the 2023 CAPER to HUD for official review.

Attachment 1:

2023 CAPER EXECUTIVE SUMMARY

For PY23, the City received entitlement funding of \$358,560. The City established five (5) guiding goals in the 2023-2027 Consolidated Plan: 1) Maintain and Increase Housing Stock (both ownership and rentals); 2) Public Facility and Infrastructure Projects; 3) Public Services; 4) Homelessness Assistance; and 5) Economic Development.

Funded goals for PY23 included Affordable For Sale and For Rent Housing (including Owner Occupied Housing Rehab, Down Payment Assistance, Affordable Housing Acquisition), Public Services, and Public Facility and Infrastructure Projects, all aimed at supporting low- and moderate-income (LMI) residents of Coeur d'Alene.

Completed Activities in PY23 Include:

\$10,000 to Lake City Center (PY23 funding) - "Home Delivered Meals" program non-competitive grant (Public Services goal).

\$125,000 to St. Vincent de Paul (PY23 funding) - H.E.L.P. Center Roof Replacement Project (Public Facility and Infrastructure goal).

\$40,081.20 to the Emergency Minor Home Repair and Accessibility Program (EMRAP) – Six (6) EMRAP projects were completed with PY23 funds (Affordable For Sale and For Rent Housing goal) which included one project supplemented with \$571.00 of PY21 funds, benefitting 6 households. EMRAP funds help to preserve our existing affordable housing stock in the city and support income-qualified homeowners. Funds have been committed for five (5) additional projects in PY23 and completion is expected early in PY24.

\$12,135 to TESH, Inc. (PY22 funding) - Lighting Upgrade Project (Public Facility and Infrastructure goal).

\$10,827.52 to Habitat for Humanity (PY20 funding) – Phase I Project Planning of the 20-unit for-sale townhouse 2nd Street development project (Affordable For Sale and For Rent Housing goal). Habitat for Humanity spent down PY20 grant funds in the final amount of \$106,560.53. Habitat for Humanity expects to add 3-4 units to the housing stock in PY24. There is \$13,439.47 of PY20 grant funds remaining from the PY20 award to Habitat for Humanity that can be reallocated to another project. That will come back to City Council for approval in the near future.

Attachment 2:

2023 CAPER FINANCIALS

A Total of \$246,793.20 was Drawn Down from PY23 Funds:

- St. Vincent de Paul Roof Replacement Project: \$125,000.00
- Six (6) EMRAP projects: \$32,827.23
- Meals on Wheels: \$10,000.00
- General Administration: \$71,712.00
- EMRAP Activity Delivery Costs: \$7,253.97

Additionally, the City funded the 21st Street Sidewalk Accessibility project (Public Facility and Infrastructure goal) utilizing Plan Years 2018 - 2022 funds totaling \$31,403.00. This project was made possible by a partnership between the Planning Department and Streets & Engineering Department and was completed in mid-October 2024, with accomplishments to be reported in PY24. Safe Passage was awarded \$76,848.00 in PY23 funds to replace the roof and remodel the kitchen in their Safe House, which provides emergency shelter for domestic violence survivors. Safe Passage is currently soliciting proposals, with work expected to begin in January 2025, and to be completed by September 2025. Safe Passage's project is also supplemented with \$21,728.00 of PY24 funding. The Safe Passage project accomplishments will also be reported in PY24.

\$111,766.80 of 2023 Funds Not Yet Drawn:

- Safe Passage: \$76,848.00
- EMRAP: \$34,918.80 (\$32,000 has been committed to activities)



1

CDBG Public Hearing
Consolidated Annual Performance
and Evaluation Report
2023 CAPER



2

Coeur d'Alene's CDBG History

- CDBG is a grant from the Housing and Urban Development Agency to support low-to-moderate income (LMI) residents through specific allowable activities; these projects usually support LMI housing but can include public facility improvements and public service projects.
- The City first became eligible to receive funds in 2007.



3

CDBG Key Terms

- LMI = Low-to-Moderate Income
 - HUD designation of a household whose total earnings are based on 30%, 50%, and 80% of the yearly area median income.*
 - HUD's 2023 Median Income Determination for Coeur d'Alene was \$93,900
 - LMI for 2023 (based on a 2-person household):
 - Moderate Income is <\$50,200
 - Low Income is <\$31,400
 - Extremely Low Income is <\$19,720



4

Selecting Activities Each Year

- **Activities Must Meet a National Objective and be a HUD Approved Activity**

National Objectives:

- *1. Benefit to Low-and-Moderate Income (LMI) Persons*
- *2. Aid in the Prevention of Slum and Blight*
- *3. Meet an Urgent Need*

- **Activities Must Meet Annual Action Plan and Consolidated Plan Goals**
- **When Choosing Activities to Fund, the City Must Consider Capacity of Staffing, Size of Community and Amount of Allocation, and Capacity of Sub-Recipient Organizations**



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Consolidated 5-Year Plan Goals (2023-2027)

- **Goal 1: Maintain and Increase Housing Stock**
(both ownership and rentals)
- **Goal 2: Public Facility and Infrastructure Projects**
- **Goal 3: Public Services**
- **Goal 4: Homelessness Assistance**
- **Goal 5: Economic Development**

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PY 2023 Project Funding	Projects	Project Status
\$10,000	Lake City Center's "Home Delivered Meals" Grant	<i>Completed</i>
\$75,000	Emergency Minor Home Repairs and Accessibility Program (EMRAP)	6 Home Rehabilitation Projects Completed with PY23 Funds (additional 5 in process/all funds committed)
\$201,848	Community Opportunity Grants: 60% of Allocation (Includes Public Service Activities capped at 15% annual allocation) 2 Public Facility Grants Awarded	St. Vincent de Paul – Roof Replacement (\$125,000) <i>Completed</i> Safe Passage - Safe House Roof Replacement/Kitchen Remodel (\$76,848) <i>In-Process</i>
\$71,712	Administration (Employee wages and benefits, advertising supplies and fees, brochures, training, travel; Subject to 20% cap of annual allocation budget)	<i>Completed</i>
Total PY 2023 CDBG Allocation: \$358,560		

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PY 2023 Goals Met & *Not* Met

Goals Met in PY 2023:

- Maintain and Increase Housing Stock (Housing Rehab-EMRAP Projects)
- Public Facilities
- Public Services

Goals *Not* Met in PY 2023:

- Homelessness Assistance
- Economic Development



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2023 Successes and Highlights

✓ Received \$358,560 from HUD for PY 2023

- Awarded \$10,000 to Lake City Center for the “Home Delivered Meals” Program
- Awarded \$40,081 for Six (6) EMRAP Projects (Additional \$32,000 Committed to 5 More Projects)
- Awarded \$201,848 in Community Opportunity Grants for PY 2023



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2023 Community Opportunity Grants Awarded:

- St. Vincent de Paul (**\$125,000**) to Complete the Roof Replacement Project at the H.E.L.P. Center (Region 1's Access Point).
- Safe Passage (**\$76,848**) for the Roof Replacement and Kitchen Remodel at their Safe House.



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2023 Successes and Highlights *continued...*

- **Completed Activities in 2023 with PY20, PY22, & PY23 Funds:**

- (PY23) St. Vincent de Paul – Roof Replacement Project: \$125,000
- (PY23) A Non-Competitive Annual Grant for Lake City Center’s “Home Delivered Meals” Program for LMI Seniors: \$10,000.00
- (PY23 and PY21) Six EMRAP Projects (with Funding Committed for an Additional 5): \$40,081.20
- (PY22) TESH, Inc.– Lighting Upgrade Project: \$12,125
- (PY20) Habitat for Humanity – Spent Down Remaining PY20 Funds for the 2nd Street Development Project: \$10,827.52



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2023 EMRAP Projects

6 Emergency Minor Home Repair and Accessibility Improvement Program (EMRAP) Projects Completed in Plan Year 2023

- Window Replacement
- Roofing Repair (leaks, fascia, gutters)
- Furnace Replacement
- 2 Restroom Rehabilitations (Bathtub/Shower Rehab/ADA Commode)
- New Sewer Main

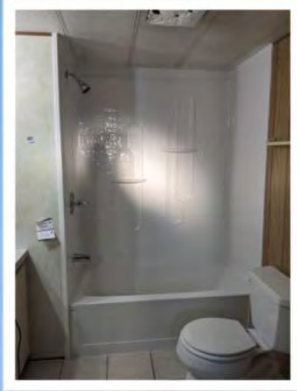


12

EMRAP Projects Completed



Windows



Bathtub/Shower Rehab

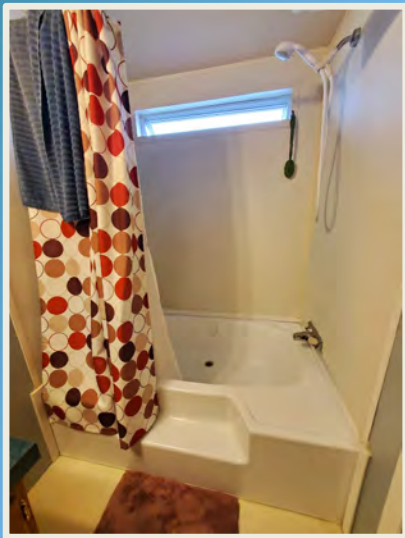


Roof Repairs



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EMRAP Spotlight



← **Before**
&
After →



Bathtub to ADA Walk-In Shower

14

EMRAP Spotlight

Sewer Lateral Replacement



15

"I want to thank you for making it possible to replace the bedrooms and kitchen windows. It's so much warmer in the house and the windows are beautiful. I'm sure my heating bill will be reduced quite a bit. I feel like I've received an early Xmas gift. I am so very grateful to you and the EMRAP program. Never would have happened otherwise."

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Lake City Center Grant \$10,000

“Home Delivered Meals” serves over 350 Coeur d’ Alene seniors monthly with their home-delivered meals program.

Serves individuals 60 years of age or older who are frail or homebound due to illness or incapacitating disability.



17

Training & Outreach

APRIL IS FAIR HOUSING MONTH

THE CITY OF COEUR D'ALENE SUPPORTS THE ONGOING EFFORTS OF THE MANY ORGANIZATIONS, HOUSING AND SERVICE PROVIDERS THROUGH CONTINUED EDUCATION, AND OUTREACH TO AFFIRMATIVELY FURTHER FAIR HOUSING.

CDBG - Community Development Block Grant

CLICK HERE to review the Draft 2023 Consolidated Annual Performance and Evaluation Report (CAPER) for the CDBG Program

Comments on the draft CAPER may be emailed to Community Development Specialist Sherrie Badertscher at SBaderts@coadnet.org, or mailed to the City of Coeur d'Alene, 800 Main Ave., Coeur d'Alene, ID, 83814. Attention: Sherrie Badertscher.

A public hearing to receive comments on the draft CAPER is being held on **Tuesday, December 3, at 6:00pm** in the Library Community Room, 702 Front Avenue. Verbal comments may be provided by calling 208-769-2382.

PUBLIC COMMENTS WELCOME!

The City's CDBG year-end Consolidated Annual Performance & Evaluation Report is available for review and comment.

The City of Coeur d'Alene's 2023 Consolidated Annual Performance and Evaluation Report (CAPER) showcasing the use of Plan Year 2023 Community Development Block Grant (CDBG) funds is now available for review and comment through December 3, 2024.

The draft CAPER and details on how to provide comments may be reviewed at coad.net/cdbg. A public hearing to receive comments will be held at a regular City Council meeting on **December 3, 2024, at 6:00 pm** in the Library Community Room located at 702 Front Ave.

A hard copy of the 2023 CAPER is also available for review at City Hall.

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Council Actions

- Receive Public Comments on the 2023 CAPER
- Approve Submittal of Plan Year 2023 CAPER to HUD for Official Review

