

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

AGENDA

VISION STATEMENT

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

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

6:00 P.M.

JANUARY 4, 2022

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Pastor Paul D. Van Noy with Candlelight Church

C. PLEDGE OF ALLEGIANCE

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

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

***ITEMS BELOW ARE CONSIDERED TO BE ACTION ITEMS

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

1. Approval of Council Minutes for December 21, 2021.
2. Approval of Bills as Submitted.
3. Setting of public hearing for January 18, 2022
 - a. Quasi-judicial – A-6-21 - Location: Public Road Rights-of-Way located on Aqua Avenue between US 95 & Govt Way & on Govt Way Between Aqua Ave and Wilbur

Ave.; Applicant: City of Coeur d'Alene; Request: A proposed annexation of a strip of land varying in width, being a portion of the Public Rights-of-Way of Government Way and Aqua Avenue.

- b. Legislative - ZC-7-21 - Location: 455 W Cherry Lane; Applicant: CDA Enterprises, LLC; Request: A proposed zone change from R-12 to R-17

G. ANNOUNCEMENTS

- 1. City Council
- 2. Mayor

H. PRESENTATION

- 1. Oath of Office – Mayor
- 2. Oath of Office – Council

I. RECESS:

J. ROLL CALL – Mayor Hammond to preside

K. ELECTION OF COUNCIL PRESIDENT

L. ANNOUNCEMENTS

- 1. Mayor
 - a. Other Committee Appointments – Council Members

M. OTHER BUSINESS:

- 1. **Resolution No. 22-001** - Approval of a Contract with Consolidated Supply Co. for award of the Water Department Bulk Parts Order bid.

Staff Report by: Kyle Marine, Assistant Water Director

- 2. **Resolution No. 22-002** - Approval of the signature of Mayor James Hammond for financial transactions.

N. RECESS: to January 10, 2022 at 12:00 Noon in the Library Community Room, located at 702 E. Front Avenue for a workshop regarding the use of American Recovery Plan Act (ARPA) funds.



Coeur d'Alene

CITY COUNCIL MEETING

January 4, 2022

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

CONSENT CALENDAR

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

December 21, 2021

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room December 21, 2021, at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

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

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

INVOCATION: Pastor Mike Rima with Lake City Church provided the invocation.

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

STORMWATER MANAGEMENT RECOGNITION: Director of Streets and Engineering Todd Feusier and City Engineer Chris Bosley gave an update regarding the US 95 swale project and introduced Justin Shaw with HMM Engineering. Mr. Shaw noted that they have their headquarters here in CDA and are the largest Idaho only firm. He noted that the US 95 swale project was an amazing project and the city staff were amazing to work with, which included Kim Harrington, Justin Kimberling, Mr. Bosley and Mr. Feusier. He presented the City with a framed article from Stormwater Magazine that featured the Northwest Boulevard project. This project allowed 210 acres of drainage to be removed from the river this year. Idaho Transportation Department allowed the City to use the property off Northwest Boulevard adjacent to US 95 for this swale. Mr. Feusier thanked the Mayor for his support and leadership during his term.

Mr. Bosley provided an update on upcoming projects that have been funded by the state and Department of Environmental Quality, with three out of the four projects submitted being funded. Projects include the outfalls at Sanders Beach and 11th Street Marina being removed. Thereafter, outfalls at Independence Point and the 3rd Street and the Mullan Avenue outfall removal in partnership with North Idaho College, University of Idaho, and Washington State University, who will help with innovative filter options. He provided an update on the Lacrosse Avenue project and will be looking to take the outfall point in that area off line after the first of the year. Councilmember McEvers asked if there is a certain formula used to determine how much water is being removed from the river. Mr. Bosley noted that there is a formula and they

try to design for a 25-year storm. Councilmember Wood noted that the project is wonderful and will have a positive impact on future generations and thanked the staff and engineers for their work.

RON EDINGER RECOGNITION - Councilmember McEvers noted that the CDATV Committee put together a video clip of some great memories with Ron Edinger, who dedicated 50 years of his life to service to Coeur d'Alene residents. He expressed condolences to his family for their loss and presented the video.

ANNOUNCEMENTS:

Councilmember Miller noted North Idaho Building Contractors Association has a monthly joint government meeting she attends, and that they will host an economic summit in May discussing housing issues across the Nation. The Regional Housing and Growth Partnerships Group will begin community presentations throughout the year that will provide a summary of findings and highlights from the University of Idaho housing study.

Mayor Widmyer requested the appointment of T. Douglas Lowe to the Historic Preservation Commission.

MOTION: Motion by McEvers, seconded by Miller to appoint T. Douglas Lowe to the Historic Preservation Commission. **Motion carried.**

CONSENT CALENDAR:

1. Approval of Council Minutes for the December 7, 2021 Council Meeting.
2. Approval of General Services/Public Works Committee Minutes from December 13, 2021.
3. Approval of Bills as Submitted.
4. Approval of Financial Report.
5. Setting of General Services/Public Works Committee meeting for Monday, December 27, 2021 at 12:00 noon.
6. Approval of the Annual Road and Street Financial Report for the fiscal year ending September 30, 2021.
7. **Resolution No. 21-074** - A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO APPROVING THE FOLLOWING: AGREEMENTS WITH NORTH IDAHO COLLEGE, TESH, INC., UNITED WAY OF NORTH IDAHO AND ST. VINCENT DE PAUL NORTH IDAHO FOR USE OF CDBG PLAN YEAR 2021 FUNDING; DELCARDO VILLAGE SUBDIVISION FINAL PLAT, SUBDIVISION IMPROVEMENT AGREEMENT, AND SECURITY (S-3-20); AGREEMENT WITH H2E, INC. FOR REPLACEMENT OF SCADA SYSTEM AT THE WASTEWATER TREATMENT FACILITY; AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH HDR ENGINEERING, INC., FOR THE SOLIDS HANDLING IMPROVEMENT PROJECT AND PURCHASE OF A 750 KW GENERATOR FROM WESTERN STATES CAT FOR THE ATLAS WELL, UNDER AN OPEN PROCUREMENT FROM ANOTHER AGENCY (SOURCEWELL).

MOTION: Motion by McEvers, seconded by Evans, to approve the Consent Calendar as presented, including **Resolution No. 21-074.**

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

RESOLUTION NO. 21-075

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

STAFF REPORT: Community Planning Director Hilary Anderson noted that Katie Pratt, Northwest Venacular, Inc. presented the draft Historic Preservation Plan at the November 16, 2021 City Council meeting. She answered questions, and received feedback for final changes to the document since that meeting. She noted more details were added to the plan regarding infill and Core housing and a new action item related to artwork. Based on the final feedback, the Historic Preservation Plan has been updated and she seeks Council approval. Once the City Council has adopted the final plan, a copy will be submitted to SHPO for their files.

DISCUSSION: Councilmember McEvers noted that he appreciated the map noting the dates when buildings were built and wondered once the plan is adopted if homeowners would be able to choose not to be within a historic district. Ms. Anderson noted that a proposed overlay district would be similar to a special use permit and would need to be the majority of the neighborhood opting in to be allowed. However, the first step would be the adoption of a local ordinance or opt in for additional protections based on what the neighborhood would want. Councilmember McEvers asked about style of home within a historic district and the authority to tell a homeowner they can't change the style. Ms. Anderson noted that it would be customized by the majority of the neighborhood and would be based on opting in. Councilmember Miller noted that an area such as the Garden District had its boundaries established based on the County review that previously took place, but it doesn't mean it can't be expanded and/or create a new district without creating a new plan. Ms. Anderson noted that this plan just creates the groundwork for future discussions and does not contain any code amendments. Councilmember Miller noted that design review doesn't exist yet. Councilmember English supports this process and feels that there is always a need for balance so it doesn't come across as a super homeowner's association. Ms. Anderson confirmed that would be a separate step, such as looking at infill and overlay districts. Councilmember Gookin reviewed the infill section and noted some conflicting language. Councilmember Wood thanked the citizen committee that worked on this. Ms. Anderson clarified that Goal No. 4 doesn't include any references to specific organizations in this version. Councilmember Wood concurred the new language is good. Councilmember Gookin noted that the action items do include organizations. Ms. Anderson noted that those references could be amended.

MOTION: Motion by Miller, seconded by Evans to approve **Resolution No. 21-075** – approving the Historic Preservation Plan.

DISCUSSION: Councilmember Gookin noted that he loves to read the historic aspects of the plan, but still has concerns with the plan and what will happen going forward. Councilmember Miller noted that the committee members put together a news release regarding the plan that should be in the Press in the next couple of days.

ROLL CALL: McEvers Aye; Gookin No; English Aye; Wood Aye; Evans Aye; Miller Aye.
Motion carried.

A-1-21: A PROPOSED 21.6-ACRE ANNEXATION FROM COUNTY AGRICULTURE/LIGHT INDUSTRIAL/COMMERCIAL TO CITY R-17 AND C-17 REQUESTED BY APPLICANT: J.B. DODGE COMPANY, LLC; LOCATION: IMMEDIATELY NORTHEAST OF THE INTERSECTION OF HIGHWAY 95 AND WILBUR AVENUE - PURSUANT TO COUNCIL ACTION ON MARCH 16, 2021

RESOLUTION NO. 21-076

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

MOTION: Motion by Wood, seconded by Gookin to approve **Resolution No. 21-076;** approving an Annexation Agreement with J.B. Dodge Company, LLC for the annexation of a 21.6-acre parcel located immediately northeast of the intersection of Highway 95 and Wilbur Avenue; zoning from County Agriculture/Light Industrial/Commercial to City R-17 and C-17.

DISCUSSION: Councilmember Gookin asked about the note within the staff report about a future annexation and questioned if this item should wait until the other annexation presented to the Council. Ms. Anderson noted that the Highway District asked the City to take over the right-of-way after the annexation was approved. Councilmember McEvers noted that there was a reference to the property being used as affordable workforce housing; however, there were not conditions to that fact. Ms. Anderson explained that there were no proposed conditions at the Planning Commission meeting, as there is currently no legal tool that would allow the Commission to require it. She noted that there may be code brought forward in the future to allow for such conditions. Mayor Widmyer clarified that it is within the annexation process to include the deed restriction as an option. Councilmember Gookin explained that he voted against it at the previously held hearing and that the Council approved it at that time, so this is the final step in that process.

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

COUNCIL BILL NO. 21-1025

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED AS A PORTION OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 51, NORTH, RANGE 4 WEST, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY

DESCRIBED PROPERTY HEREBY ANNEXED; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

MOTION: Motion by English, seconded by Miller, to dispense with the rule and read **Council Bill No. 21-1025** once by title only.

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

MOTION: Motion by English, seconded by Miller, to adopt **Council Bill 21-1025**.

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

A-3-21: A PROPOSED 4.18-ACRE ANNEXATION FROM COUNTY COMMERCIAL TO CITY C-17 REQUESTED BY APPLICANT: KOOTENAI YOUTH RECREATION ORGANIZATION, INC.; LOCATION: 3525 W. SELTICE WAY - PURSUANT TO COUNCIL ACTION ON SEPTEMBER 21, 2021

RESOLUTION NO. 21-077

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO APPROVING AN ANNEXATION AGREEMENT WITH KOOTENAI YOUTH RECREATION ORGANIZATION, INC. FOR PROPERTY LOCATED AT 3525 W SELTICE WAY.

MOTION: Motion by Gookin, seconded by Miller to approve **Resolution No. 21-077**; approving an Annexation Agreement with Kootenai Youth Recreation Organization, Inc. for the annexation of a 4.18-acre parcel located at 3525 W. Seltice Way; zoning from County Commercial to City C-17 zoning district.

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

COUNCIL BILL NO. 21-1026

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 4, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED AS C-17, COMMERCIAL AT SEVENTEEN UNITS PER GROSS ACRE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE

PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

MOTION: Motion by Gookin, seconded by Wood, to dispense with the rule and read **Council Bill No. 21-1026** once by title only.

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

MOTION: Motion by Gookin, seconded by Wood, to adopt **Council Bill 21-1026**.

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

RECOGNITION OF MAYOR WIDMYER – City Administrator Troy Tymesen presented a video clip providing highlights from the past 8 years of Mayor Widmyer’s term of office. Mr. Tymesen noted accomplishments from Mayor Widmeyer’s two terms of office to including 246 meetings with perfect attendance, the Atlas Waterfront Park, K-27 Memorial, East Sherman Revitalization, the Whitehouse relocation for the Museum, Coeur d’Alene Avenue Parking Garage and the rescue of the Hamilton House which is now used as a music conservancy. He demonstrated support of public safety with personnel and equipment without raising property taxes. He will remain on the Ignite cda Board. He recently received recognition as the Chamber Citizen of the Year. He thanked the Mayor’s family for giving their support over the past 8 years. Municipal Services Director Renata McLeod presented Mayor Widmyer with the official gavel from his term of office and a memory book of events and notes from his 8 years of office.

Mayor Widmyer noted that life has changed over the past 8 years. Although the Council doesn’t agree all the time, he believes it comes to the best decision in the interest for the community. He noted that Coeur d’Alene is his hometown, where he met his wife, and his roots are deep. He noted that he couldn’t have gotten through this job without the love and support of his family. He noted that the City has the best and most dedicated employees and that this job has made him a better person. He will continue to serve within the community making a difference.

Councilmember Wood noted that he has been a good friend and supported her in seeking a Council seat. She is grateful for the Mayor’s leadership when Greg Moore was shot and how he dedicated time to rebuild the police team back up. Councilmember Gookin noted that it would be good to allow the Mayor another chance to break a tie vote by making the final motion a roll call vote.

ADJOURN: Motion by Miller, seconded by Gookin, that there being no other business this meeting be adjourned and asked for a Roll Call vote.

ROLL CALL: Evans No; Miller Aye; McEvers No; Gookin Aye; English No; Wood Aye.
Motion carried, with the Mayor voting in the affirmative.

The meeting was adjourned at 7:30 p.m.

ATTEST:

Steve Widmyer, Mayor

Renata McLeod
City Clerk, CMC

Draft

DATE: JANUARY 4, 2022
TO: MAYOR AND CITY COUNCIL
FROM: PLANNING DEPARTMENT
RE: SETTING OF PUBLIC HEARING DATE: JANUARY 18, 2022

Mayor Hammond,

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

<u>ITEM NO.</u>	<u>REQUEST</u>	<u>COMMISSION ACTION</u>
ZC-7-21	Applicant: CDA Enterprises, LLC QUASI-JUDICIAL Location: 455 W Cherry Lane Request: A proposed zone change from R-12 to R-17	<i>Recommended approval</i>
A-6-21	Applicant: City of Coeur d'Alene LEGISLATIVE Location: Public Road Rights-of-Way located on Aqua Avenue between US 95 & Govt Way & on Govt Way Between Aqua Ave and Wilbur Ave. Request: A proposed annexation of a strip of land varying in width, being a portion of the Public Rights-of-Way of Government Way and Aqua Avenue.	<i>Recommended approval</i>

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **January 18, 2022.**

ANNOUNCEMENTS

PRESENTATIONS

ANNOUNCEMENTS

OTHER BUSINESS



Yardley replacement







Water main upgrades





Identify potential failure







Hyd replacement



Try to prevent



Thank you!



STAFF REPORT

DATE: January 4, 2022
FROM: Kyle Marine Assistant Director
SUBJECT: Award of Bid for Purchase of Bulk Parts Order for the 2022 season

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DECISION POINT: Should City Council award the lowest responsive bid and approve a contract with Consolidated Supply Co. for the purchase of Bulk Parts Order for the 2022 construction season for the amount of \$283,304.46?

HISTORY: The Water Department maintains over 19,000 active service and 318 miles of pipe throughout the Department’s service area. In a typical year, the City replaces an average of 100 Yardley services, 1 to 3 miles of pipe, several fire hydrants and a variety of work orders varying from service installs to service replacements. Typically, the Water Department purchases materials for individual projects; however, due to the supply chain issues and material shortages, the Department is doing a bulk order early to insure the materials arrive in time for the construction season.

FINANCIAL ANALYSIS: Funding for the proposed projects is included in the 2021-22 FY budget at \$650,000. Staff utilized the formal bid process, with a bid opening held December 28, 2021, to get the best price possible from vendors. Three bids were received as follows; HD Fowler at 286,910.27, Ferguson Enterprises at \$303,533.51 (Ferguson did not submit the appropriate paperwork so they are considered non responsive) & with the lowest responsive bid received from Consolidated Supply at \$283,304.46.

PERFORMANCE ANALYSIS: The Water Department annually replaces and upgrades aging infrastructure to help prevent mass failures throughout the system. With a scheduled maintenance/replacement program the Water Department saves on emergency callouts & un-scheduled customer outages. This also help maintains compliances with DEQ and EPA requirements.

REQUESTED ACTION: City Council should approve the purchase of a Bulk Parts for the 2022 construction season from Consolidated Supply Co. for \$283,304.46.

RESOLUTION NO. 22-001

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ACCEPTING THE BID OF CONSOLIDATED SUPPLY CO. FOR PURCHASE OF A BULK PARTS ORDER FOR THE 2022 SEASON.

WHEREAS, the City heretofore duly advertised invitation for bids for the purchase of a bulk parts order for the Water Department in Coeur d'Alene, Idaho, and said bids were opened as provided in said advertisement in the office of the City Clerk at 1:00 p.m., on Tuesday the 28th day of December, 2021, and the lowest responsible bid received was that of Consolidated Supply Co., in the amount of Two hundred eighty-three thousand three hundred four dollars and 46/100's (\$283,304.46), and it is in the best interests of the City of Coeur d'Alene and the citizens thereof that said bid be accepted; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the bid of Consolidated Supply Co., in the amount of \$\$283,304.46 for the purchase of a bulk parts order be and the same is hereby accepted.

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

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

DATED this 4th day of January, 2022.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.

CONTRACT
for
PURCHASE OF BULK PARTS ORDER
FOR THE 2022 CONSTRUCTION SEASON

THIS CONTRACT, made and entered into this 4th day of January, 2022, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as the "**CITY**", and **CONSOLIDATED SUPPLY COMPANY**, a corporation duly organized and existing under and by virtue of the laws of the state of Oregon, with its principal place of business at 155 E. Dalton Avenue, Dalton Gardens, ID 83815, hereinafter referred to as "**CONTRACTOR.**"

W I T N E S S E T H:

WHEREAS, the said **CONTRACTOR** has been awarded the contract for Bulk Parts Order according to contract documents on file in the office of the City Clerk of said **CITY**, which contract documents are incorporated herein by reference.

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

The **CONTRACTOR** shall furnish and install barriers and warning lights to prevent accidents. The **CONTRACTOR** shall indemnify, defend and hold the **CITY** harmless from all claims arising from the **CONTRACTOR**'s actions or omissions in performance of this contract, and to that end shall maintain liability insurance naming the **CITY** as one of the insureds in the amount of at least Five Hundred Thousand Dollars (\$500,000) for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for under Idaho Code 6-924. A certificate of insurance providing at least thirty (30) days written notice to the **CITY** prior to cancellation of the policy shall be filed in the office of the City Clerk.

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

Employment Security Law including, at the option of the **CITY**, a surety bond in an amount sufficient to make such payments.

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

The **CONTRACTOR** agrees to receive and accept as full compensation for furnishing all materials, and doing all the work contemplated and embraced in the contract, an amount equal to the sum of the total for the items of work. The total for each item of work shall be calculated by determining the actual quantity of each item of work and multiplying that actual quantity by the unit price bid by the **CONTRACTOR** for that item of work. The total amount of the contract shall not exceed Two hundred eighty-three thousand three hundred four dollars and 46/100 Dollars (\$283,304.46).

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

The number of calendar days allowed for completion of the contract work shall be 120 calendar days. The contract time shall commence no later than 10 days after the date of the Notice to Proceed issued by the **CITY**.

The **CITY** and the **CONTRACTOR** recognize that time is of the essence and failure of the **CONTRACTOR** to complete the work within the time allowed shall result in damages being sustained by the **CITY**. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the **CONTRACTOR** shall fail to complete the work within the above time limits, the **CONTRACTOR** shall pay to the **CITY** or have withheld from monies due, liquidated damages at the rate of Five Hundred and No/100 Dollars (\$500) per calendar day, which sums shall not be construed as a penalty.

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

The **CONTRACTOR** further agrees: In consideration of securing the business of construction the works to be constructed under this contract, recognizing the business in which he is engaged is of a transitory character and that in the pursuit thereof, his property used therein may be

without the state of Idaho when taxes, excises or license fees to which he is liable become payable, agrees:

1. To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term.
2. That if the said taxes, excises and license fees are not payable at the end of said term but liability for said payment thereof exists, even though the same constitutes liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof.
3. That in the event of his default in the payment or securing of such taxes, excises and license fees, to consent that the department, officer, board or taxing unit entering into this contract may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said **CONTRACTOR** is liable.

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

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

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

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

- A) Advertisement For Bids
- B) Information For Bidders
- C) Bid Proposal
- D) Bid Bond
- E) Bidding Forms as Required
- F) Contract
- G) Labor and Materials Payment Bond
- H) Performance Bond
- I) Notice of Award
- J) Notice to Proceed

- K) Change Order
- L) General Conditions
- M) Technical Specifications
- N) Special Provisions
- O) Plans
- P) Addenda

No. _____, dated _____, _____

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

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

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

**CONTRACTOR:
Consolidated Supply Co.**

Jim Hammond, Mayor

By: _____
Steve Jordan, Manager

ATTEST:

Renata McLeod, City Clerk

Attachment 1

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

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

1. Compliance with Regulations

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

2. Non-discrimination

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

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

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

4. Information and Reports

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

5. Sanctions for Non-compliance

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

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

Incorporation of Provisions

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

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

RESOLUTION NO. 22-002

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO
AUTHORIZING THE SIGNATURE OF JAMES HAMMOND.

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the James Hammond, whose signature is set forth herein is authorized to withdraw funds and to endorse and receive payment of financial accounts of the City of Coeur d'Alene regarding the handling of notes and bills payable to the City, and financial institutions are hereby authorized to recognize any of such signatures subscribed below in the payment of funds or the transaction of any business for accounts of the City of Coeur d'Alene.

James Hammond, Mayor, _____

DATED this 4th day of January, 2022.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER WOOD Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER ENGLISH Voted

_____ was absent. Motion _____.