

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

VISION STATEMENT

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

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

October 15, 2024

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Paul Van Noy with Candlelight Christian Fellowship and Kootenai County Ministerial Association

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. Action Item.

E. PRESENTATIONS:

1. Proclamation of Domestic Violence Awareness Month

Accepted by: Leslie Johnson, Safe Passage Director of Development and Communication

2. Presentation regarding Domestic Violence prosecution

Presented by: Ryan Hunter, Chief Deputy City Attorney

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 Announcements -
 - a. Nomination for the appointment of Kenny Gabriel to Councilmember Seat #4, pursuant to Idaho Code §50-704.
 - b. Oath of Office – Councilmember Kenny Gabriel
 - c. Appointment of Kiki Miller to the ignite cda Board and the following Student representatives: Adeline Smith (rep) and Nora Crabtree (alt) to the Arts Commission; Alex Pulsipher to the CDATV Committee; Sam Freligh (rep) and Madeleine Mae Durkin (alt) to the Childcare Commission; Ayla Frens to the Library Board; Jerren Bailey to the Parks & Recreation Commission; Alistair McIntire (rep) to the Pedestrian/Bicycle Advisory Committee; and Gabriel Hynes (rep) to the Urban Forestry Committee.

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 October 1, 2024 and October 7, 2024 Council Meeting.
2. Approval of Bills as Submitted.
3. Approval of Financial Report.
4. Setting of a public hearing for **November 5, 2024** for V-24-03 - Vacation of alley right-of-way located within a portion of Block Y of the Coeur d'Alene and Kings Addition
5. Approval of SS-23-12c – Final Plat for Northgate Mall – Project Amendment #2
As Recommended by the City Engineer
6. Approval of **Resolution No. 24-081** -
 - a. Approving the donation of one (1) MPH Industries Speed Monitor Trailer from the Police Department to Spirit Lake Police Department.
As Recommended by the Police Chief
 - b. Approval of the waiver of covered load regulations from November 12, 2024 through December 6, 2024 for the annual City Leaf Pick Up program.
As Recommended by the Streets and Engineer Superintendent

I. OTHER BUSINESS:

1. **Resolution No. 24-082** – Approval of Amendment No. 4 to the City’s existing Professional Services Agreement (PSA) with HDR Engineering, Inc., for additional Professional Services associated with the Solids Building Improvements Project in an amount not to exceed \$352,924.00.

STAFF REPORT BY: Mike Becker, Wastewater Capital Programs Manager

2. Consideration of amendments to Municipal Code 12.28.210 through 240 to require construction of sidewalks within priority pedestrian corridors that include school routes and the Kroc Center.

STAFF REPORT BY: Monte McCully, Trails Coordinator

3. **Resolution No. 24-083** – Authorizing staff to apply for an Energy Efficiency and Conservation Block Grant (EECBG) and to accept the grant if awarded.

STAFF REPORT BY: Monte McCully, Trails Coordinator

4. **Resolution No. 24-084** – Approval of revisions to the Standard Drawings for Public Works Construction in the City and Constructions Standards for the Water Department.

STAFF REPORT BY: Chris Bosley, City Engineer

5. **Resolution No. 24-085** – Acceptance of the bid of, and award of a Contract to, Thorco, Inc., for the Government Way Signal and ADA Improvements Project in the amount of \$2,331,437.00.

STAFF REPORT BY: Todd Feusier, Streets and Engineering Director

6. **Resolution No. 24-086** – Declaring there is only one vendor reasonably available for the purchase of traffic signal equipment needed for the Government Way Signal Improvement project, directing the City Clerk to publish notice of the sole source procurement, and authorizing the purchase of the equipment at least fourteen (14) days after the date of publication.

STAFF REPORT BY: Todd Feusier, Streets and Engineering Director

7. **Resolution No. 24-087** – Approval of an Agreement with Kootenai County for Citylink Services.

STAFF REPORT BY: Troy Tymesen, City Administrator

8. **Resolution No. 24-088** – Consenting to the Assignment of a contract from CDA Garbage to Republic Garbage and accepting the extension of the term of the contract for an additional 6 years.

STAFF REPORT BY: Troy Tymesen, City Administrator

J. 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

October 15, 2024

MEMBERS OF THE CITY COUNCIL:

**Woody McEvers, Mayor
Council Members English, Evans, Gookin, Miller, Wood**

PRESENTATIONS

PROCLAMATION

WHEREAS, domestic violence is a pervasive and devastating crime that affects individuals and families of all races, backgrounds, and socioeconomic statuses, and its impact extends throughout our community; and

WHEREAS, domestic violence can take many forms, including physical, emotional, psychological, and financial abuse, and it often goes unnoticed, leaving victims suffering in silence; and

WHEREAS, Domestic Violence Awareness Month provides an opportunity for our community to come together to raise awareness about domestic violence, support survivors, and work towards its prevention; and

WHEREAS, we recognize the importance of empowering survivors of domestic violence by providing access to resources, support services, legal assistance, and confidential safe shelter options; and

WHEREAS, domestic violence organizations, advocates, law enforcement, and concerned citizens play a critical role in combating domestic violence and promoting healthy relationships; and

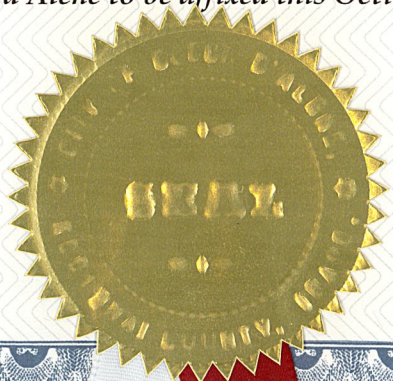
WHEREAS, our community is committed to taking a stand against domestic violence and working towards creating a safer and more compassionate environment for all residents;

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

"DOMESTIC VIOLENCE AWARENESS MONTH"

In our city and call upon all residents, businesses, schools, and community organizations to observe this month with appropriate programs, activities, and ceremonies to raise awareness about domestic violence and support those affected by it.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d'Alene to be affixed this October 15th, 2024.



Woody McEvers
Woody McEvers, Mayor

ATTEST:
Renata McLeod
Renata McLeod, City Clerk



October is Domestic Violence Awareness month

The first Domestic Violence Awareness Month was observed in October 1987, and since that first observance, three themes have remained key focuses for the month of October:

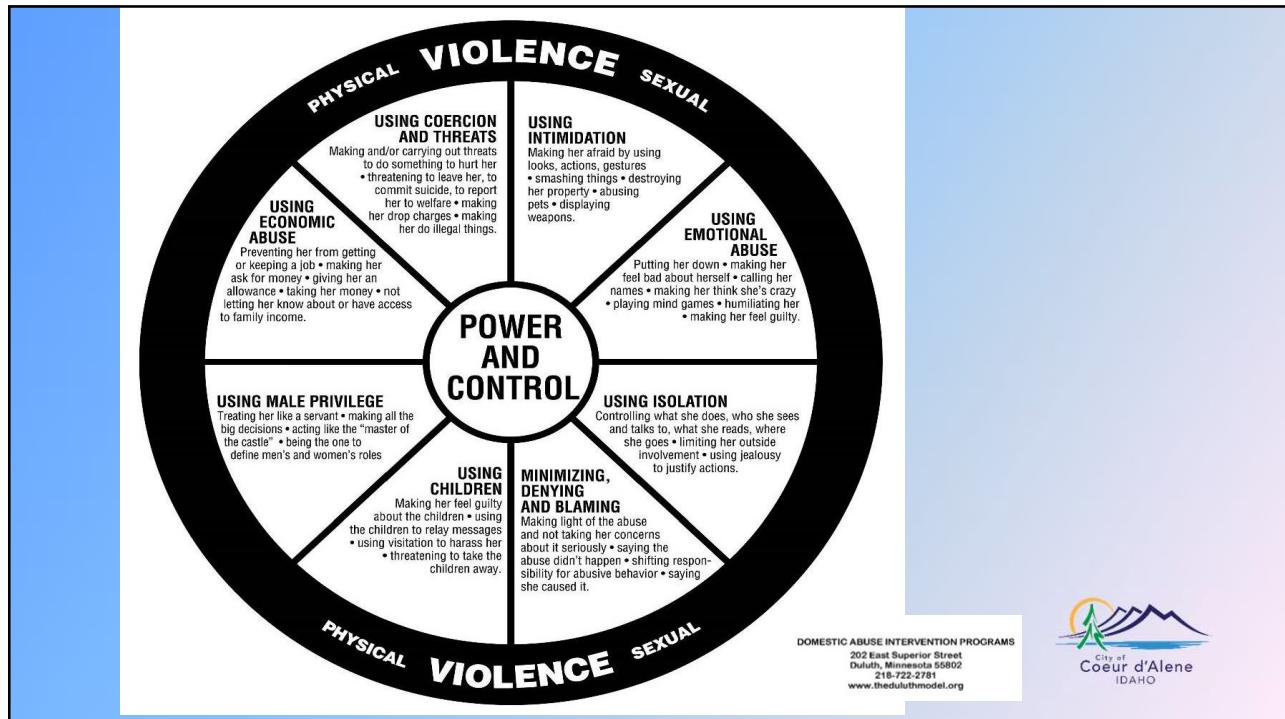
- **Mourning** those lost because of domestic violence;
- **Celebrating** those who have survived; and
- **Connecting** those who work to end the scourge of intimate partner violence.



Definition of Domestic Violence (Intimate Partner Violence)

“Domestic violence is a pattern of abusive behavior in any relationship that is used by one partner to gain or maintain power and control over another intimate partner. Domestic violence can be physical, sexual, emotional, economic, psychological, or technological actions or threats of actions or other patterns of coercive behavior that influence another person within an intimate partner relationship. This includes any behaviors that intimidate, manipulate, humiliate, isolate, frighten, terrorize, coerce, threaten, blame, hurt, injure, or wound someone.”

–D.O.J. Office of Violence Against Women



Definition of Domestic Violence (Intimate Partner Violence)

**Anyone can be a victim of domestic violence.
There is no such thing as a “typical victim.”**

The statistics are sobering.



Domestic Violence Statistics

- **Every minute, 32 people experience intimate partner violence in the United States. That equates to about 16 million people per year.**
- **Nearly 1 in 2 women in the United States have endured/will endure physical violence by an intimate partner in their lifetime.**
- **Nearly 1 in 5 women in the United States have endured/will endure sexual violence by an intimate partner in their lifetime.**
 - **85% of intimate partner violence victims are women, and 75% of the victims of related homicides are women.**
- **More than 2 in 5 men in the United States have endured/will endure physical violence by an intimate partner in their lifetime.**



Domestic Violence Statistics

(from the National Intimate Partner & Sexual Violence Survey)

- In Idaho, the lifetime prevalence of experiencing any physical violence by an intimate partner is 50.3% for women (42.4% “severe”), and 33.3% for men (20.9% “severe”).
- In Idaho, the lifetime prevalence being stalked is 39.4% for women (18.2% by intimate partner), and 14.6% for men.
- In Idaho, the lifetime prevalence of experiencing physical violence, sexual violence, and/or stalking by an intimate partner is 58.2% for women, and 35.2% for men.



A Brief Overview of the Development of Domestic Violence Laws

- **1979** – Idaho Code 19-603(6) enacted (allowed warrantless arrests for certain misdemeanor offenses occurring outside officer presence)
- **1993** – Domestic violence codified as separate crime in Idaho
- **1994** – Congress passed the Violence Against Women Act (VAWA), which was signed into law by Pres. Bill Clinton on Sept. 13, 1994.
 - Must be reauthorized every 5 years; done in 2000, 2005, 2013, and 2022.
 - Temporarily allowed to lapse from 2010 to 2013, and again from 2018 to 2022 due to Congressional inaction.



The Importance of VAWA

- Created the National DV Hotline, which receives up to 3,000 calls each day.
- Created the first federal criminal offense against domestic battery.
- Required every state to give full faith and credit to protection orders entered in another state.
- Created the Office of Violence Against Women in the Department of Justice.
- Provides grant funding to public enforcement agencies and private entities, such as Safe Passage, to staff victim advocates and fund a wide array of victim services.



The Importance of VAWA

Between 1993 and 2022, nationwide domestic violence rates dropped by 67% and the rate of rapes and sexual assaults fell by 56%.



Steps Backward in Idaho

In *State v. Clarke*, 165 Idaho 393 (2019), the Idaho Supreme Court removed a key law enforcement tool to promote victim safety:

WARRANTLESS ARREST



**“Never mistake law for justice.
Justice is an ideal, and law is a tool.”**

~L. E. Modesitt, Jr.



Recent Steps Forward in Idaho

- **H387 (2024)** – Doubled penalties for misdemeanor domestic violence:
 - Max penalties for a 1st offense are now up to 1 year of jail and/or \$1,000 fine; and max penalties for a 2nd offense in 10 years remains up to 1 year of jail, but now up to a \$2,000 fine.
- **H600 (2024)** – Enhanced penalties for 2nd & 3rd offense Attempted Strangulation
- **S1262 (2024)** – Updated Telephone Harassment (I.C. § 18-6710); it’s now “Telecommunication Harassment” to include new technology; instead of telephones, it’s now “contacts another via telecommunication, email, text message, or any other form of electronic communication.”



Status Quo at the National Level

- **U.S. v. Rahimi (Slip Op. June 21, 2024)**: The United States Supreme Court ruled 8-1 (J. Thomas, dissenting) that the provision of the VAWA prohibiting persons subject to a protection order or convicted of a domestic violence offense from possessing a firearm does not violate the Second Amendment. Specifically, when an individual has been found by a court to pose a credible threat to the physical safety of another person, that individual may be temporarily disarmed without offending the Second Amendment.



2024 Charging Statistics

2024 Charges (Jan. 1 to Oct. 1)	Total
Violation of Civil Protection Order	21
Domestic Assault	5
Domestic Assault in the Presence of a Child	2
Domestic Battery	49
Domestic Battery in the Presence of a Child	25
False Imprisonment	5
Intimidating a Witness	--
Stalking (2 nd Degree)	4
Use of Telephone to Harass	8
Violation of No Contact Order	27
2024 Partial Total	146*

* Filed charges; does not account for declined charges or those pending charging decision



KOOTENAI COUNTY DOMESTIC VIOLENCE COURT

- Created in 2013 with help from a grant from the Office on Violence Against Women and support from a wide array of agency stakeholders and community partners, including the CDA Prosecutor’s Office.
- This highly successful court comprised of a single dedicated judge, probation officer, court coordinator and limited funding and resources.



KOOTENAI COUNTY DOMESTIC VIOLENCE COURT

- **Provides centralized process for handling misdemeanor domestic violence cases through:**
 - Increased offender accountability through judicial review hearings and a dedicated probation officer.
 - Enhanced victim safety by providing on-site governmental and non-governmental victim advocacy.
 - Infrastructure facilitating enhanced information sharing related to offender risk, victim safety, inconsistent orders, and offender compliance.



KOOTENAI COUNTY DOMESTIC VIOLENCE COURT

- **Applied for and awarded National Mentor Court status in 2020.**
- **That means our court met the highest standards for national DV Courts, so much so that it was selected to teach other courts how to implement and properly conduct/manage a DV Court.**
- **This status requires that our court be available to provide guidance and technical assistance to other courts attempting to start a domestic violence court.**
- **For the 2024-25 fiscal year, we have been assigned two (2) other courts from different jurisdictions around the country.**



Prosecutor's Office Accomplishments

- In March, Mr. Hunter presented on the ongoing impact of *State v. Clarke* at the State DV Conference in Boise.
- In May, Ms. Null-Carey attended a week-long national training on DV trial strategies.
- Our office is actively working with Cd'A PD to streamline the process for seeking arrest warrants for DV cases.



The Work Continues

- Support for community victim support agencies
 - Safe Passage
- Support for police victim advocates
 - Averi Hughes
- Support for prosecution victim coordinators
 - Susan Koerner
- Adequate resources to aggressively prosecute DV related offenses



Resources

- Reach Safe Passage 24/7 by calling 208-664-9303 or texting 208-449-7228.
- Info: www.safepassageid.org.
- National DV Hotline: **1-800-799-SAFE (7233)** or text **“START”** to **88788**



ANNOUNCEMENTS

MEMO TO COUNCIL

DATE: October 4, 2024

RE: **APPOINTMENTS TO BOARDS/ COMMISSIONS/COMMITTEES**

The following appointments are presented for your consideration for the October 15, 2024 Council Meeting:

ARTS COMMISSION	ADELINESMITH (Rep) (Reappointment) NORA CRABTREE (Alt)
CDA-TV COMMITTEE	ALEX PULSIPHER (Rep) (Reappointment)
CHILDCARE COMMISSION	SAM FRELIGH (Rep) MADELEINE MAE DURKIN (Alt)
LIBRARY BOARD	AYLA FRENS (Rep) (Reappointment)
PARKS & RECREATION COMMISSION	JERREN BAILEY (Rep)
PEDESTRIAN/ BICYCLE ADVISORY COMMITTEE	ALISTAIR McINTIRE (Rep) (Reappointment)
URBAN FORESTRY COMMITTEE	GABRIEL HYNES (Rep)

Copies of the data sheets are in front of your mailboxes.

Sincerely,

Jo Anne Mateski
Executive Assistant

cc: Renata McLeod, City Clerk (CDA-TV Committee Liaison)
Jo Anne Mateski, Arts Commission Staff Support
Kelley Setters, Childcare Commission Liaison
Melissa Searle, Interim Library Board Liaison
Monte McCully, Pedestrian/Bicycle Advisory Committee Liaison
Melissa Brandt, Parks & Recreation Commission Staff Support
Nick Goodwin, Urban Forestry Committee 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

October 1, 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 October 1, 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)
Kiki Miller)

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

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

PUBLIC COMMENTS: None

ANNOUNCEMENTS:

Councilmember Miller shared about the Development Agreement Workshop happening on October 15 which will be facilitated by Tricia Nilsson. This is free for NIBCA members, and the event is dedicated for developers, builders, planning professionals, and decision makers to get information about workforce housing.

Councilmember Gookin greeted former President Jimmy Carter on his 100th birthday today.

Mayor McEvers announced the appointment of Teresa Benner to the Personnel Appeals Board.

MOTION: Motion by Gookin, seconded by English, to appoint Teresa Benner to the Personnel Appeals Board. **Motion carried.**

CONSENT CALENDAR:

1. Approval of Council Minutes for the September 17, 2024 Council Meeting.
2. Approval of Bills as Submitted.
3. Resolution No. 24-077
 - a. Approval of the destruction of city records within the Finance, Fire, Library, Municipal Services, Police, Streets, and Wastewater Departments, including temporary and semi-permanent records, in accordance with the records retention policy adopted by Resolution No. 23-055.

- b. Approval of the purchase of Police Department Ammunition in the amount of \$55,972.20 from Salt Lake Wholesale Sports (SLWS.)
- c. Approval of the purchase of 7 Police Vehicles from Mike White Ford, in the amount of \$44,539 per vehicle, for a total of \$311,773 through the state procurement bid.
- d. Approval of a sole source purchase of the upfitting of 7 vehicles from Dana Safety Supply in the amount of \$134,153.60.

MOTION: Motion by Evans, seconded by Wood to approve the Consent Calendar as presented, including Resolution No. 24-077.

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

RESOLUTION NO. 24-078

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AN AMENDMENT TO THE CITY'S CLASSIFICATION AND COMPENSATION PLAN REGARDING POSITIONS IN THE MUNICIPAL SERVICES DEPARTMENT, RE-LEVELING THE IT NETWORK SYSTEMS ADMINISTRATOR POSITION FROM PAY GRADE 16 TO PAY GRADE 17 AND THE IT TECHNICIAN II POSITION FROM PAY GRADE 11 TO PAY GRADE 12.

STAFF REPORT: Human Resources Director Melissa Tosi noted that the IT Network Systems Administrator position has been vacant since May 2024. This classification is currently leveled at a pay grade 16 and is responsible for the overall operation of the City's computer and electronic information system and technology as well as provides extensive expertise to the overall management of the network, servers, and all related and supporting systems/technology. The proposed changes include: directly reports to the Municipal Services Director, collaboratively working with the IT Database Application Developer; increasing the 4 years of networking experience to a minimum of eight (8) years of progressively responsible experience providing IT network administration of which four (4) years include managing a large networking environment; FBI Criminal Justice Information Services (CJIS) clearance; and increase from a pay grade 16 to a pay grade 17. The difference between pay grades is 10% and the Municipal Services department will offset that increase by just slow hiring any other vacancies.

Ms. Tosi explained that the IT Technician classification in Municipal Services is currently leveled at pay grade 11, and this is the main IT Technician plus some additional duties. The IT Technician II will be responsible for streamlining the IT Tech work that is specific to internal ticketing systems process. The said position would require a year of either supervisory or some sort of lead position experience and more extensive knowledge of the installation maintenance in the network, hence this is being proposed from an IT Tech at a pay grade 11 to an IT Technician II at a pay grade 12. Ms. Tosi stated that there is a current IT Technician completing this work now and so it is recommended to reclassify to IT Technician II. The difference between pay grades is 8% and accounted for and approved in the current fiscal year budget.

MOTION: Motion by Gookin, seconded by Miller to approve **Resolution No. 24-078** – Approving the amendment to the classification and compensation plan, in the Municipal Services

Department, increasing IT Network Administrator from a paygrade 16 to 17, and creating a new classification titled Technician II at a pay grade 12.

DISCUSSION: Councilmember Gookin stated that the IT staff should be paid for what they are worth. He thanked the staff and appreciated this step in the right direction.

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

RESOLUTION NO. 24-079

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING THE BID OF, AND AWARDING A CONTRACT FOR THE PURCHASE OF NEW WATER METERS, REGISTERS, AND ENDPOINTS, TO BADGER METER, INC., IN AN AMOUNT NOT TO EXCEED \$598,275.24.

STAFF REPORT: Assistant Water Director Glen Poelstra recalled that back in 2005, they found a significant undocumented water loss issue and proceeded to create a Meter Change Out Program (MCOP). Now the Water Department has an annual MCOP plan that will eventually replace all 20,000 meters in the city over a 10-year cycle, as this is the typical lifespan of an average water meter radio read battery. Once a meter reaches 10 years it may lose accuracy along with imminent battery failure and the Orion radio read ceases to work. The City changes an average of 2,000 meters a year, depending on the location. It is recommended that water meters be replaced or rebuilt once they reach above a 3% loss of water recording accuracy which is on average 10 years. Mr. Poelstra stated that the only responsive bid was received from Badger Meter in the amount of \$598,275.24. The 2024-25 FY budget line item is set at \$685,000.00

DISCUSSION: Councilmember Wood requested clarification if the said purchase is part of the Water Department's strategic plan with Mr. Poelstra responding in the affirmative and that it is not a new funding. Councilmember Gookin commented that the funding came from the rate payers and not from property tax dollars. He added that he appreciates the attention and detail of the Water Department to keep the system up and running.

MOTION: Motion by Gookin seconded by Evans to approve **Resolution No. 24-079** – Approving an Agreement with Badger Meter for the purchase of meters, registers, and endpoints in the amount of \$598,275.24.

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

RESOLUTION NO. 24-080

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

STAFF REPORT: Assistant Water Director Glen Poelstra noted that RC Well was dedicated for former Water Department Superintendent Ralph Capaul in appreciation of his many years of service. The RC Well was originally installed in 2014 to 400' deep. It has a tested production capacity of nearly 4500 gallons per minute (gpm). The production well is 24" in diameter and cased or screened to the bottom. The well was put into production and has consistently produced a rate of approximately 4200 gpm. The pump assembly consists of a 600 Hp motor, 12" diameter drop pipes (columns), 2 3/16" diameter shafts and a 5-stage pump. The pump was installed new in 2014. Mr. Poelstra explained that staff proposes to have the pump assembly removed, cleaned, inspected, and replace any necessary parts. The Water Department has budgeted \$200,000 through the operations and maintenance budget and no additional engineering services are required for this project. One bid was received for the project, the lowest responsive base bid of \$108,925.00 received from Specialty Pump Services Inc. Options were included in the bid packet for potential replacement of the pump columns, stainless steel shafts; brass spider bearings in the event undue wear is detected. Exercising all options would bring the total bid to \$207,025.00. While staff anticipates there may be a need to replace at least some of the pump column based on previous history, it is not anticipated to have to replace everything. Mr. Poelstra stated that staff is proposing approval of a contract with Specialty Pump Services, Inc. for rehabilitation of the RC Well in the base bid amount of \$108,925.00, with the final contract amount not to exceed \$200,000.00.

DISCUSSION: Mayor McEvers asked how old the well was and if the company that installed it would be the same to service it. Mr. Poelstra stated that the well was installed in 2014 so it is now 10 years old and that they try to rehabilitate the wells at least once every 10 years and the same company that installed it that will do the service. He added that if they see pump wear and tear, they monitor the hours of use, and if they see that there are many hours of use then they make that determination for replacement.

MOTION: Motion by Evans, seconded by English to approve **Resolution No. 24-080** – Approving a contract with Specialty Pump Services Inc. for rehabilitation of the RC Well Pump Rehabilitation Project in the amount not to exceed \$200,000.00.

ROLL CALL: Miller Aye; Gookin Aye; English Aye; Wood Aye; Evans Aye. **Motion carried/failed**

RECESS: Motion by Gookin, seconded by Wood to recess to October 7, 2024, 12:00 Noon, at City Hall Conference Room #6, 710 E Mullan Ave., for a workshop regarding Council Seat #4 applicant interviews. **All in favor. Motion carried.**

The meeting adjourned at 6:23 p.m.

Woody McEvers, Mayor

ATTEST:

Jo Anne Mateski
Executive Assistant

MINUTES OF A CONTINUED MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D' ALENE, IDAHO,
HELD AT CITY HALL CONFERENCE ROOM #6

October 7, 2024

The Mayor and Council of the City of Coeur d'Alene met in a continued meeting of said Council at the City Hall Conference Room #6 on October 7, 2024, at 12:00 p.m., there being present the following members:

Woody McEvers, Mayor

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

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

**COUNCIL INTERVIEWS AND DISCUSSION OF CANDIDATES FOR VACANT
COUNCIL SEAT#4:**

Mayor McEvers stated that the purpose of the meeting is for Council to interview and discuss candidates for Council Seat #4, in accordance with the Human Resources policies. The following questions were asked by each councilmember as follows: 1-3 Councilmember English; 4-6 Councilmember Evans; 7-8 Councilmember Wood; and 9-10 Councilmember Gookin.

1. How long have you lived in CDA and why do you want to be on the City Council?
2. What is your understanding of the role of a Councilmember?
3. What unique skills or perspectives would you bring to the position of Councilmember?
4. What community/public services or activities in Coeur d'Alene have you been involved in?
5. What leadership roles have you held?
6. All of us may have areas of the city government or public issues, due to our experience or other factors, that are of particular interest to us. How would you separate that special interest from decisions that you need to make on behalf of the whole city, including all citizens, businesses, and city employees?
7. Do you have any experience that gives you a particular understanding of Idaho city governance, finance, and authority? Explain.
8. If you were engaged in strategic planning, what services do you believe the Council and Mayor should be focused on for city residents in the next 5 years?
9. What is your experience with public budgets, public policy, and City, State, and Federal laws that pertain to Municipal Government?
10. Do you have any questions for us or anything else you would like to share with us?

Additional questions include their views on transparency, public safety, reaction to the observation that the City Council don't have its own policy, how they could make the city more business-friendly, and how they would improve the City budgeting process.

KENNETH GABRIEL: Mr. Gabriel stated that he lived in Coeur d'Alene for 43 years and he wants to be on the City Council to continue doing what he loves, which is to serve the community. He narrated that he spent his entire life in public service starting as a volunteer in the Fire Department and did a lot of coaching at the Little League and in church, which morphed into being in the fire service when he became an adult. Before he was promoted to Fire Chief, he was a public information officer for the Fire Department where he was able to build a relationship with the community. He was also a member of several Boards and Committees such as the Salvation Army Kroc Center Board, North Idaho College Vocational Technical Education Advisory Board, Coeur d'Alene American Legion Board, and Idaho Youth Ranch Programs Committee, to name a few. He was a volunteer at St. Vincent de Paul and the Food Bank. He was also a member of the City of Coeur d'Alene Legislative Committee and Chairman of the Idaho State Fire Chief's Association Legislative Committee. Mr. Gabriel expressed that his long-time passion was working on the legislative side to get things done. For him, a Councilmember performs a collaborative role and represents the City in meetings and on different events. He sees himself as a Councilmember working with a cohesive team to ensure what is best for the community. He thinks that while each department has a policy manual, the City, as a whole, should also have a policy manual. Mr. Gabriel stated that, in applying for the Councilmember position, he brings with him his working knowledge of what is required of the position as he has attended and participated in literally hundreds of City Council meetings and budget hearings. He has a good understanding of the State of Idaho's governance, finance, and authority and with 19 years of experience preparing the Fire Department's budget. He also brings with him the desire to build relationships and bring forward what he has done in the past. When asked about the City's budget process, he commented that everyone is doing a great job. In terms of leadership roles, he stated that from being a firefighter, he became the City's Fire Chief. He was President of the Idaho State Fire Chief's Association and served four terms as North Idaho Fire Chief's President. He conveyed that he tried to elevate himself into these leadership roles because it is the best way to represent the City of Coeur d'Alene. Despite these background, Mr. Gabriel expressed that should he be appointed as Councilmember, he would not be a politician nor be a lobbyist for the Fire Department, but instead, he will always look at the bigger picture taking into consideration serving the community and not just one group. If he would be approached with something that concerns the Fire Department, he would respond by saying that they should bring it up with their Fire Chief. Nonetheless, he believes that public safety should be a top priority. He believes that the Mayor and Council should continue to focus on how to continue providing public safety services as the City continues to grow in population as part of its strategic planning for the next five years. He stated that the Council should have a keen understanding of the public budget, public policy, and City, State and Federal laws that pertain to Municipal Government, and he was lucky enough to be immersed in all these and gained a good understanding over the years. He believes that a Councilmember should be an advocate for both staff and the community and also understand the views of the Mayor and the administration. When asked about his thoughts about transparency in government, Mr. Gabriel replied that there should be transparency with the people having an understanding where their money is going. In terms of being pro-business, he said that he cannot think of a situation where the Council was not really pro-business, and he thinks that it has to be pro-business. In closing, Mr. Gabriel stated that he

feels honored to be part of the discussion and appreciated having transparency in the process. He promised to do the best he can, and he brings with him his true love for the community.

JOHN AUSTIN: Mr. Austin stated that he lived in Coeur d'Alene on and off since 1991. When he retired, he moved out to the County for a little while to try raising horses but went back to Coeur d'Alene in 2017. He said he wanted to be on the City Council to be able to serve the community in a way that he was unable to as a staffer back in the 1990's. He mentioned that it was always his intention to give back to the community because it was Coeur d'Alene that really launched him into his career in finance. As a former elected official, having served as Commissioner for the Eastside Highway District, Mr. Austin views that a Councilmember's role is to set the direction and provide guidance to staff. He said that the City's budget process is very difficult, on which he helped create the current budget document 30 years ago. For him, the role of Council is to figure out how the City will be able to cover the next few years with all the constraints imposed by the legislature. With regards to the City Council not having its own policy, Mr. Austin replied that it is hard to have a set policy when things are changing every year with the legislature. For him, it is important for Council to be flexible and not be tied to a particular policy. When asked what unique skills he can bring into the position as Councilmember, Mr. Austin responded that he served as Kootenai County Finance Director for four years, City of Coeur d'Alene Finance Director/ City Treasurer for nine years, and also worked as Spirit Lake City Administrator for one year. And with his background in finance, he was able to build a consulting company. He said that he will bring with him the same skills set as Councilmember. In order to improve the budgeting process, if appointed to the position, he would ask the Mayor to designate him as the lead person to work with qualified staff to deal with the legislature. In terms of community involvement, Mr. Austin stated that he was a board member of the Panhandle Area Council for many years until he became a staff late in his career. He helped create the city bus system and worked on getting the balance of the funding. Additionally, he was also on the Housing Commission that worked on affordable housing, served at the KMPO, and worked on campaigns for several issues. In terms of leadership roles, he stated that aside from being the City Finance Director, he was also elected as Commissioner of the Eastside Highway District, and he briefly served as head of the Panhandle Area Council. With regards to the question of separating special interests from decisions on behalf of the City, Mr. Austin stated that it is important for him to stay true to the mission and vision of the City and to ensure that the needs of the citizens will always go first. He said that it is important to keep an eye on what in the community is influencing the direction of each government. When asked what the City can do to be business friendly, Mr. Austin said that the City has been business friendly over the years. He recalled that in 1991, when Sherman Avenue had 40% vacancy rate, they worked strongly to create a Business Improvement District that paved the improvements on Sherman as well as Lakeside. But as far as attracting businesses, he stated that he brought up the idea of urban renewal district in 1997 and wrote the plan. Mr. Austin stated that he has a great love for people who work in public safety. His stepson was an officer in Coeur d'Alene for a while. He also recalled how he was part of the efforts for the City to have a Police Department building, Fire Station 3, and funding for the firefighters at Fire Station 4. To illustrate his understanding of Idaho city governance, finance, and authority, Mr. Austin shared that he was a member of the Idaho City Clerks Treasurer Finance Association for many years and in the mid-90's he negotiated with legislators to allow the City to have impact fees. He was also a member of the Finance Officers Association. With respect to strategic planning, he suggested that Council should look at having a five-year capital improvement plan as well as the operations and maintenance of the General Fund,

see what the funding will be over the next five years, what the legislature would possibly do, and anticipate those changes. With regards to experience with public budgets, public policy, and City, State, and Federal laws that pertain to Municipal Government, Mr. Austin shared that when he was a Finance Director, he had to be on top of all those things and also now as he does finance consulting with clients. He stated that what he learned over the years is the importance of identifying what the issue is and to be upfront in letting the taxpayers understand why the Council needs to make these decisions. For him, transparency with the people is very important. He stated that a Councilmember is part of a team and while he has ideas on what the Council needs to do over the next five years such as in the budget process, he will still seek to get consensus among the Council. In closing, Mr. Austin stated that he appreciates that the Council brought this process forward.

JEFF CONNAWAY: Mr. Connaway stated that he lived in Coeur d'Alene since 1988, and he thinks that he is well suited to the position of Councilmember having served on the City's Sign Board for 27 years and served twice on the Arts Commission. He added that he is an interested citizen that wants to help and serve the community. For him, a City Councilmember's role is to administer the affairs of the City and serve as arbiter for inevitable disputes. With regards to the observation that the City Council does not have its own policy, Mr. Connaway said that it's probably a good thing like being non-partisan. He shared that he thinks he is a reasonable, intelligent, and articulate enough to read materials and understand it, and to hear people express their points of view. He mentioned that he is fair minded and able to analyze situations to get to the bottom of whatever the issue is. When asked about his idea to improve the budget process, Mr. Connaway said that he doesn't know enough to have an opinion on the matter, but he thinks he is financially conservative which is why he had done well on his business. He stated that he has a good understanding of how numbers work and able to analyze the situation. Aside from serving at the Sign Board and Arts Commission, his community service involvement includes serving schools and churches with his sign projects. He stated that he tried to do a good job of decorating the City by making beautiful signs. He also served at the Kootenai County Chaplains Corps in the 1990's to help troubled inmates providing spiritual guidance. He also led and provided guidance to a team of 20 art students to do painting works at the Lake City High School which resulted to 40% savings for their proposed sign. In terms of leadership roles, Mr. Connaway stated that aside from being Chairman on the City Sign Board and Arts Commission, he employed over 20 people in his business directing them on their daily efforts. When asked about how he would separate his special interest from decisions that needs to be made on behalf of the City, Mr. Connaway expressed that he is a non-partisan and non-opinionated person. He does not have any particular interest other than beautification, saying he is not in favor of high-rise buildings and billboards that are out of scale for the environment; however, he respects the ordinances and doesn't have any agenda in general. He thinks that the City is doing a good job of being business friendly but should not overregulate and continue to allow the people to have freedom as long as they are obeying the laws. He also thinks that public safety should be one of the priorities of the Council and it deserves more of the budget. While he feels he is a smart guy, he stated that he doesn't have any experience in relation to having an understanding of Idaho city governance, finance, and authority. If he will be engaged in strategic planning, Mr. Connaway said that the biggest focus should be on the affordable housing issue. With respect to experience with public budgets and public policy, Mr. Connaway shared that he doesn't have a direct experience but when he was at the Sign Board, their role is to administer the existing sign code and revise it when necessary. He

stated that he is good at expressing himself and good at crunching numbers so when presented with a problem, he will get to the bottom of it to figure it out. He also thinks that transparency is important, and the Council has shown a good example when they decided to put forward a process to choose a new Councilmember. For him, a Councilmember is part of a team, and the idea is to bring perspectives together and arrive at a consensus. In closing, Mr. Connaway stated that his track record speaks for itself, he is honest, straightforward and has a servant's heart which are the good reasons why he succeeded in his business.

DISCUSSION: Councilmember Gookin inquired on the next steps with Mr. Adams explaining that after the discussion in this meeting, Mayor McEvers will make a nomination at the October 15 Council meeting. Councilmember Evans stated that they are fortunate to have three great candidates that are familiar with the City to some extent and have been part of the City in some aspect of their history. She asked if there are any concerns or if they left their positions in the City with good standing. Councilmember Wood stated that she is not aware of anything. Councilmember English shared that each of the applicants has their unique takeaways and he does not have a problem with any of them. Councilmember Wood stated that they all did a good job. Mayor McEvers shared that he was pleasantly impressed as well. In response to Councilmember Evans' question, Ms. Tosi said that Mr. Gabriel recently retired and she will check on information about Mr. Austin and Mr. Connaway on what information she can release based on what public records law would allow. Councilmember Gookin replied that he will be uncomfortable looking at any personnel information. Mayor McEvers stated that he will ponder over his notes. Councilmember Wood said that these are good candidates, full of knowledge, and it will be a tough decision to make.

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

The meeting adjourned at 1:54 p.m.

Woody McEvers, Mayor

ATTEST:

Jo Anne Mateski
Executive Assistant

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

FUND	BALANCE 8/31/2024	RECEIPTS	DISBURSE- MENTS	BALANCE 9/30/2024
<u>General-Designated</u>	\$7,721,500		\$2,178,541	\$5,542,959
<u>General-Undesignated</u>	12,067,322	5,949,373	8,833,331	9,183,364
<u>Special Revenue:</u>				
Library	230,720	5,288	147,665	88,343
CDBG	(15,132)		12,867	(27,999)
Cemetery	144,231	23,700	34,925	133,006
Parks Capital Improvements	1,265,539	26,167	16,987	1,274,719
Impact Fees	6,918,439	93,428		7,011,867
Annexation Fees	581,999			581,999
American Recovery Plan	4,331,004			4,331,004
Cemetery P/C	1,219,786	23,711	9,180	1,234,317
Jewett House	109,202	10,070	7,072	112,200
Street Trees / Reforestation	181,499	5,800	8,770	178,529
Public Art Fund	7,838			7,838
Public Art Fund - ignite	464,829	17,251		482,080
Public Art Fund - Maintenance	134,236		28	134,208
<u>Debt Service:</u>				
2015 G.O. Bonds	151,375	1,501		152,876
<u>Capital Projects:</u>				
Street Projects	6,121,885		21,267	6,100,618
Riverstone Mill Site Project	-			-
<u>Enterprise:</u>				
Street Lights	67,667	62,158	66,490	63,335
Water	3,494,529	1,413,705	1,299,730	3,608,504
Water Capitalization Fees	6,572,973	93,305	50	6,666,228
Wastewater	18,451,498	1,492,563	2,449,910	17,494,151
Wastewater-Equip Reserve	435,159	27,500		462,659
Wastewater-Capital Reserve	5,500,000			5,500,000
WWTP Capitalization Fees	5,529,148	2,129,851	20,260	7,638,739
WW Property Mgmt	72,766			72,766
Sanitation	1,158,718	502,546	927,710	733,554
Public Parking	1,215,345	133,737	80,291	1,268,791
Drainage	1,447,208	89,161	127,547	1,408,822
Wastewater Debt Service	994,035			994,035
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	301,228	264,647	301,228	264,647
KCEMSS Impact Fees	8,313	4,971	8,313	4,971
Police Retirement	473,180	5,533	14,408	464,305
Sales Tax	2,713	1,710	2,713	1,710
BID	405,668	14,662		420,330
Homeless Trust Fund	407	350	407	350
GRAND TOTAL	<u><u>\$87,766,827</u></u>	<u><u>\$12,392,688</u></u>	<u><u>\$16,569,690</u></u>	<u><u>\$83,589,824</u></u>

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



 Katharine Ebner, Finance Director, City of Coeur d'Alene, Idaho

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 PRELIMINARY - TWELVE MONTHS ENDED
 September 30, 2024

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 9/30/2024	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$266,305	\$262,341	99%
	Services/Supplies	10,128	10,371	102%
Administration	Personnel Services	241,168	236,944	98%
	Services/Supplies	2,590	1,298	50%
Finance	Personnel Services	896,694	875,487	98%
	Services/Supplies	713,940	703,903	99%
Municipal Services	Personnel Services	1,528,562	1,344,877	88%
	Services/Supplies	1,390,866	1,257,159	90%
	Capital Outlay	33,000	22,137	67%
Human Resources	Personnel Services	362,646	355,821	98%
	Services/Supplies	136,559	82,667	61%
Legal	Personnel Services	1,340,634	1,298,189	97%
	Services/Supplies	151,858	119,249	79%
Planning	Personnel Services	755,763	744,572	99%
	Services/Supplies	54,050	55,256	102%
	Capital Outlay			
Building Maintenance	Personnel Services	355,212	353,258	99%
	Services/Supplies	410,327	432,050	105%
	Capital Outlay	88,612	55,287	62%
Police	Personnel Services	17,984,696	16,660,606	93%
	Services/Supplies	2,710,409	1,978,198	73%
	Capital Outlay	6,268,825	3,144,604	50%
Fire	Personnel Services	12,837,563	12,579,233	98%
	Services/Supplies	985,037	931,490	95%
	Capital Outlay			
General Government	Services/Supplies	2,019,067	665,704	33%
	Capital Outlay			
Police Grants	Personnel Services	143,848	136,318	95%
	Services/Supplies		3,281	
	Capital Outlay	53,650	53,672	100%
CdA Drug Task Force	Services/Supplies		3,550	
	Capital Outlay			
Streets	Personnel Services	3,549,756	3,508,946	99%
	Services/Supplies	3,691,902	3,433,550	93%
	Capital Outlay	2,528,763	2,167,479	86%
Parks	Personnel Services	2,229,290	1,922,194	86%
	Services/Supplies	764,306	735,137	96%
	Capital Outlay	107,026	97,996	92%

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 PRELIMINARY - TWELVE MONTHS ENDED
 September 30, 2024

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 9/30/2024	PERCENT EXPENDED
Recreation	Personnel Services	704,602	623,312	88%
	Services/Supplies	159,950	141,403	88%
	Capital Outlay			
Building Inspection	Personnel Services	1,102,433	992,573	90%
	Services/Supplies	44,309	27,792	63%
	Capital Outlay			
Total General Fund		<u>66,624,347</u>	<u>58,017,902</u>	<u>87%</u>
Library	Personnel Services	1,648,968	1,559,014	95%
	Services/Supplies	228,000	205,458	90%
	Capital Outlay	190,000	181,040	95%
CDBG	Personnel Services	87,021	73,664	85%
	Services/Supplies	302,942	56,793	19%
Cemetery	Personnel Services	226,159	222,353	98%
	Services/Supplies	139,150	123,725	89%
	Capital Outlay			
Impact Fees	Services/Supplies	796,490	164,483	21%
Annexation Fees	Services/Supplies	520,000	520,000	100%
Parks Capital Improvements	Capital Outlay	732,060	665,837	91%
Cemetery Perpetual Care	Services/Supplies	4,500	4,639	103%
Jewett House	Services/Supplies	188,815	196,836	104%
Reforestation	Services/Supplies	6,500		
Street Trees	Services/Supplies	112,000	57,185	51%
Community Canopy	Services/Supplies	1,500		
Public Art Fund	Services/Supplies	239,500	65,844	27%
		<u>5,423,605</u>	<u>4,096,873</u>	<u>76%</u>
Debt Service Fund		<u>876,307</u>	<u>34,873</u>	<u>4%</u>

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 PRELIMINARY - TWELVE MONTHS ENDED
 September 30, 2024

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 9/30/2024	PERCENT EXPENDED
Atlas - Kathleen to Newbrook	Capital Outlay	533,734		
Traffic Calming	Capital Outlay	40,000	62,791	157%
Public Transit Sidewalk Accessibility	Capital Outlay	319,999	319,766	100%
Ramsey Road Rehabilitation	Capital Outlay			
15th Street	Capital Outlay	2,300,000	451,112	20%
LHTAC Pedestrian Safety	Capital Outlay	873,245		
Atlas Waterfront Project	Capital Outlay			
Wilbur / Ramsey Project	Capital Outlay	169,595	5,000	3%
Government Way	Capital Outlay	282,000	391,005	139%
LaCrosse Ave. Improvements	Capital Outlay	80,000	79,724	100%
		<u>4,598,573</u>	<u>1,309,398</u>	<u>28%</u>
Street Lights	Services/Supplies	760,200	722,354	95%
Water	Personnel Services	3,005,767	2,607,854	87%
	Services/Supplies	5,798,776	2,415,576	42%
	Capital Outlay	5,859,648	2,700,846	46%
Water Capitalization Fees	Services/Supplies	3,000,000		
Wastewater	Personnel Services	3,402,504	3,035,674	89%
	Services/Supplies	8,680,182	3,802,425	44%
	Capital Outlay	14,067,000	8,644,625	61%
	Debt Service	3,512,941	3,482,941	99%
WW Capitalization	Services/Supplies	3,499,100		
WW Property Management	Services/Supplies		(12,793)	
Sanitation	Services/Supplies	5,315,582	5,091,981	96%
Public Parking	Services/Supplies	1,778,929	840,394	47%
	Capital Outlay			
Drainage	Personnel Services	262,860	244,745	93%
	Services/Supplies	1,189,030	557,425	47%
	Capital Outlay	1,143,000	1,126,626	99%
Total Enterprise Funds		<u>61,275,519</u>	<u>35,260,673</u>	<u>58%</u>
Kootenai County Solid Waste		3,115,000	2,991,406	96%
KCEMSS Impact Fees			45,117	
Police Retirement		146,000	144,796	99%
Business Improvement District		176,200	126,200	72%
Homeless Trust Fund		10,000	5,895	59%
Total Fiduciary Funds		<u>3,447,200</u>	<u>3,313,414</u>	<u>96%</u>
TOTALS:		<u>\$142,245,551</u>	<u>\$102,033,133</u>	<u>72%</u>

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

Katharine Ebner

Katharine Ebner, Finance Director, City of Coeur d'Alene, Idaho

**City of Coeur d Alene
Cash and Investments
9/30/2024**

Description	City's Balance
U.S. Bank	
Checking Account	1,567,106
Checking Account	70,519
Checking Account	188,191
Investment Account - Police Retirement	388,725
Investment Account - Cemetery Perpetual Care Fund	1,232,343
Idaho Central Credit Union	
Certificate of Deposit	1,077,465
Idaho State Investment Pool	
State Investment Pool Account	46,371,069
Spokane Teacher's Credit Union	
Certificate of Deposit	6,400,086
Numerica Credit Union	
Certificate of Deposit	10,114,694
Money Market	16,178,276
Cash on Hand	
Treasurer's Change Fund	1,350
Total	83,589,824

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

Katharine Ebner

Katharine Ebner, Finance Director, City of Coeur d'Alene, Idaho

CITY COUNCIL MEETING

STAFF REPORT

DATE: October 15, 2024
FROM: Dennis J. Grant, Streets & Engineering Project Manager
SUBJECT: **V-24-03, Vacation of alley right-of-way located within a portion of Block Y of the Coeur d'Alene and Kings Addition in the City of Coeur d'Alene.**

DECISION POINT

The applicant, Drew Dittman on behalf of the Hagadone Hospitality Corporation, is requesting the vacation of alley right-of-way located within a portion of Block Y of the Coeur d'Alene and Kings Addition. The general location is north of Sherman Avenue, south of Lakeside Avenue, and between 1st and 2nd Street.

HISTORY

The requested right of way was originally dedicated to the City of Coeur d'Alene in the Corrected Plat of the Town of Coeur d'Alene and Kings Addition on July 5, 1886.

FINANCIAL ANALYSIS

The vacation of the requested right-of-way would not have any financial impact on the City and would add approximately 6,000 square feet to the County tax roll. Although a minor amount, it would be a benefit to the municipality as tax revenue and to the land owners whose lots adjoin the alley.

PERFORMANCE ANALYSIS

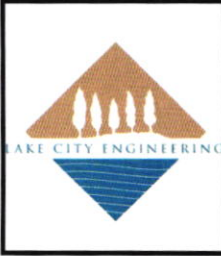
Hagadone Hospitality is proposing to build a 15-story hotel, restaurant and multi-level parking structure on the property surrounding this alley. This project went through the Design Review process in March of 2024, and received approval from the Commission. The project is slated to start construction in the Fall of 2024 beginning with the demolition of the existing structures and facilities on the site. It is anticipated that construction of the building will commence in the Spring of 2025 with a 2-year construction schedule. The main entrance and customer drop off for the hotel, as well as ingress/egress to the parking garage, will be in the alley between 1st and 2nd Street. Because Hagadone Hospitality owns the adjacent properties on each side and this alley will only be utilized to serve the needs of the hotel, it is their desire to vacate the alley. There are several existing utilities, including sanitary sewer, water, power and other franchised utilities, that are currently located in the alley. These utilities will remain and/or be replaced or upgraded during construction. Hagadone Hospitality will provide the necessary easements for all of these utilities once the alley is vacated and as part of the vacation ordinance. The existing accesses to the alley on 1st and 2nd Street will be replaced with concrete approached meeting current City Standards. The Development Review Team was informed about this vacation.

RECOMMENDATION

Staff recommends to the Council to proceed with the vacation process as outlined in Idaho Code Section 50-1306 and recommends the setting of a public hearing for the item on November 5, 2024.



PARCEL	ADDRESS	OWNER	PARCEL NUMBER
1	101 E. SHERMAN AVENUE	HAGADONE HOSPITALITY CO	C-1800-999-999-B
2	NKA E. SHERMAN AVENUE	HAGADONE HOSPITALITY CO	C-1800-999-999-A
3	116 E. LAKESIDE AVENUE	HAGADONE HOSPITALITY CO	C-1800-00Y-005-A
4	123 E. SHERMAN AVENUE	HAGADONE HOSPITALITY CO	C-1800-00Y-006-C



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

ALLEY VACATION REQUEST

SHERMAN & LAKESIDE

DRAFTED BY:	DCD
SCALE:	NTS
DATE:	08/28/24
JOB NO.:	LCE 24-011

CITY COUNCIL STAFF REPORT

DATE: October 15, 2024
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: **SS-23-12c, Northgate Mall – Project Amendment #2, Final Plat Approval**

DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat document, adjusting the location of units I – N of this commercial condominium subdivision.

HISTORY

Applicant: Gordon Dobler, PE
Dobler Engineering, Inc
P.O. Box 3181
Hayden, ID 83815

Location: 3650 N. Government Way

FINANCIAL ANALYSIS

There are no financial issues with this development.

PERFORMANCE ANALYSIS

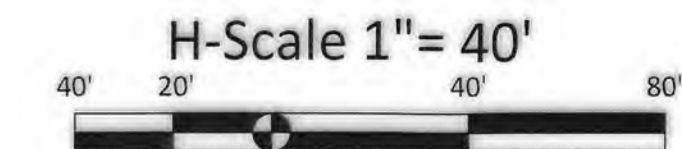
This is an amendment to the Northgate Mall Condominium plat in Government Lot 4 located in Coeur d'Alene, adjusting the location of units I – N. All infrastructure improvements were addressed during the construction of the commercial units on the subject property, and the property is now fully developed and ready for final plat approval.

DECISION POINT RECOMMENDATION

City Council approval of the final plat document

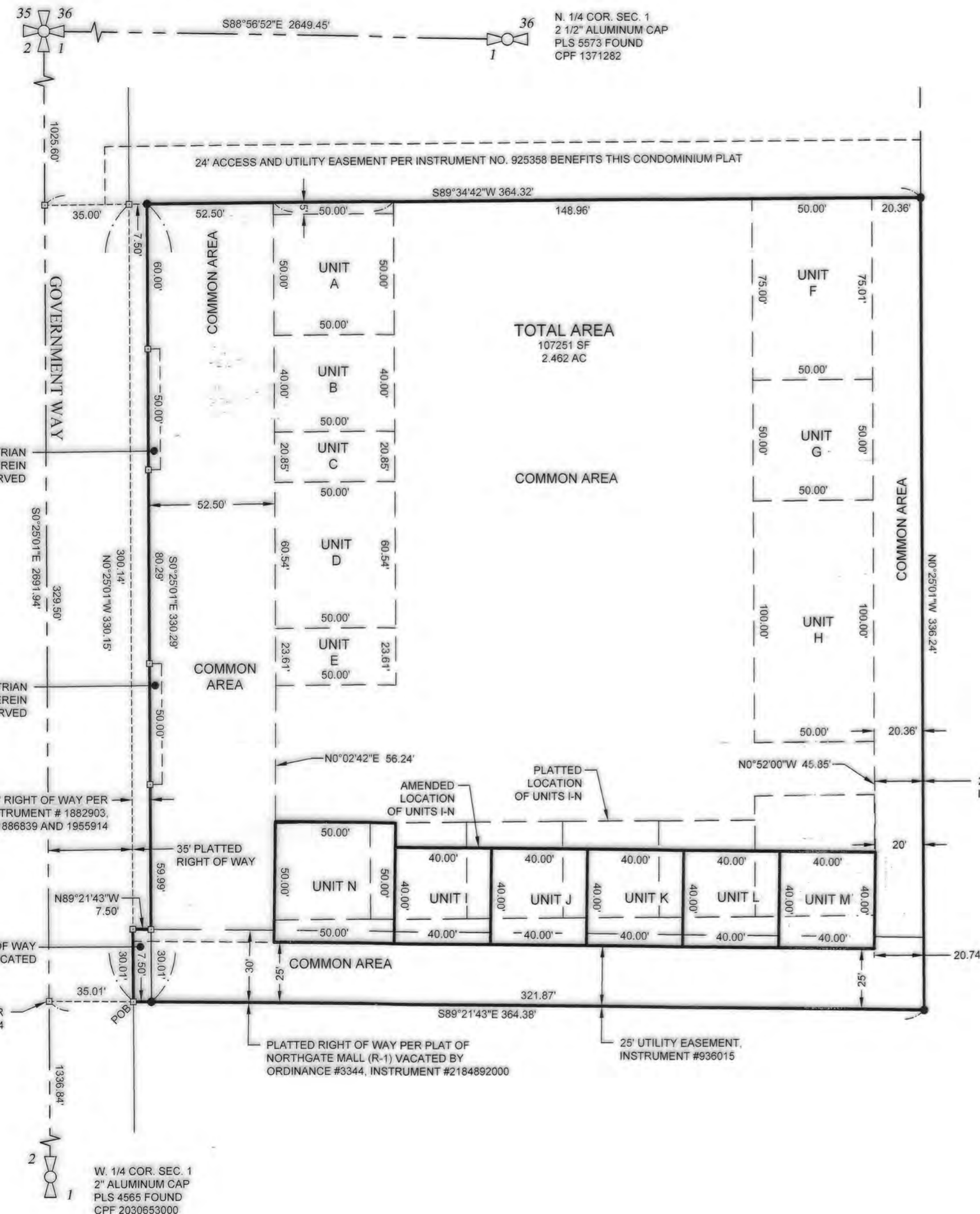
NORTHGATE MALL - PROJECT AMENDMENT #2

AMENDING UNITS I, J, K, L, M AND N AND COMMON AREA OF NORTHGATE MALL CONDOMINIUM PLAT
 LOCATED IN GOVERNMENT LOT 4, SECTION 1, TOWNSHIP 50 N., RANGE 4 W., BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



NW COR. SEC. 1
 2 1/2" ITD ALUMINUM CAP
 PLS 10536 FOUND
 CPF 2028568000

N 1/4 COR. SEC. 1
 2 1/2" ALUMINUM CAP
 PLS 5573 FOUND
 CPF 1371282



UNIT	UNIT AREA (S.F.)
A	2500
B	2000
C	1042
D	3027
E	1181
F	3750
G	2500
H	5000
I	1600
J	1600
K	1600
L	1600
M	1600
N	2500

LEGEND

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

TITLE DOCUMENTS

- THESE ARE DOCUMENTS IN TITLE REPORT GUARANTEE NUMBER 5010500-1106113-C, ISSUED BY FLYING S TITLE AND ESCROW THAT FOR THE REASON INDICATED, CAN NOT BE DISPLAYED ON THE MAP.
- BK 143, PG 609 - BLANKET EASEMENT TO ACCESS A WELL OF UNDISCLOSED LOCATION.
 - BK 151, PG 323 - BLANKET EASEMENT.
 - BK 172, PG 503 - BLANKET EASEMENT TO A ROAD OF UNDISCLOSED LOCATION FOR ACCESS.
 - INSTRUMENT NUMBER 1068303 - CONTAIN VARIOUS BLANKET EASEMENTS FOR THE CONDOMINIUM ADDRESSING ACCESS, UTILITIES, MAINTENANCE, AND ENCROACHMENTS.

NOTES

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

REFERENCES

- IN RECORDS OF KOOTENAI COUNTY, IDAHO:
- R-1 CONDOMINIUM PLAT OF NORTHGATE MALL BY EARL E. SANDERS PLS 3814, RECORDED IN BOOK 'F' OF PLATS, PAGE 195, UNDER INSTRUMENT NO. 1068302.

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: 2,205,573.08, E: 2,369,721.03) 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 1.00009646 APPLIED AT THE BASE POINT. GEODETIC NORTH IS AN ANGULAR ROTATION OF - 00°45'58".

SURVEYOR'S NARRATIVE

THE PURPOSE FOR THIS AMENDED CONDOMINIUM PLAT IS TO ADJUST THE LOCATION OF UNITS I - N OF THE ORIGINAL PLAT AS SHOWN HEREON AND TO DEPICT THE CHANGE IN STATUS OF THE ROAD RIGHT OF WAY ALONG THE SOUTH LINE OF THE ORIGINAL PLAT. SURVEY MONUMENTS WHERE FOUND/HELD AS DEPICTED HEREON.

UNITS A - H ARE AS PREVIOUSLY PLATTED AND NOT CHANGED BY THIS AMENDED PLAT.

	NORTHGATE MALL - PROJECT AMENDMENT #2		
	LOCATED IN GOVERNMENT LOT 4 (NW 1/4 - NW 1/4) SECTION 1, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO		
DATE SURVEYED:	DRAFTED BY: DTL	PLOT DATE: 07/8/2024	SHEET
FILE NAME: 20-040 AMENDED PLAT	CHECKED BY: CJJ	PROJECT No.: 20-040	1 3
			P.O. Box 2544 Post Falls, ID 83877 208-660-2351 johnsonsurveyingnw.com

NORTHGATE MALL - PROJECT AMENDMENT #2

AMENDING UNITS I, J, K, L, M AND N AND COMMON AREA OF NORTHGATE MALL CONDOMINIUM PLAT
LOCATED IN GOVERNMENT LOT 4, SECTION 1, TOWNSHIP 50 N., RANGE 4 W., BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK PAGE
INST.#

OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS: THAT TAG DEVELOPMENT, LLC, AN IDAHO LIMITED LIABILITY COMPANY; 3646 COMMERCIAL, LLC, AN IDAHO LIMITED LIABILITY COMPANY; JMS ENTERPRISES LLC, AN IDAHO LIMITED LIABILITY COMPANY; RANGER ENTERPRISES, LLC, AN IDAHO LIMITED LIABILITY COMPANY; AND STEVEN O'NEAL THOMPSON AND DEBRA RAE THOMPSON, HUSBAND AND WIFE; HEREBY CERTIFY THAT THEY OWN THE PROPERTY HEREINAFTER DESCRIBED AND INCLUDES SAID PROPERTY IN A PLAT TO BE KNOWN AS "NORTHGATE MALL, - PROJECT AMENDMENT #2", SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NORTHGATE MALL, A CONDOMINIUM, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK "F" OF PLATS, PAGE 195, RECORDS OF KOOTENAI COUNTY, IDAHO; AND AMENDED OF CONDOMINIUM PLAT RECORDED UNDER INSTRUMENT NUMBER 1068585. TOGETHER WITH ROAD RIGHT OF WAY VACATED BY ORDINANCE 3344 RECORDED UNDER INSTRUMENT NUMBER 2184892000, RECORDS OF KOOTENAI COUNTY, EXCEPT THOSE PORTIONS DEEDED TO THE CITY OF COEUR D'ALENE BY DEEDS RECORDED UNDER INSTRUMENT NUMBERS 1882903, 1886838, 1886839 AND 1995914, RECORDS OF KOOTENAI COUNTY, IDAHO. SAID PARCEL BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF GOVERNMENT LOT 4, SECTION 1, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN; THENCE SOUTH 89°21'43" EAST, ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 4, A DISTANCE OF 35.01 FEET TO THE SOUTHWEST CORNER OF SAID PLAT OF NORTHGATE MALL, A CONDOMINIUM AND THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89°21'43" EAST 329.37 FEET TO THE SOUTHEAST CORNER OF SAID PLAT OF NORTHGATE MALL, A CONDOMINIUM; THENCE NORTH 00°25'01" WEST 336.24 FEET TO THE NORTHEAST CORNER OF SAID PLAT OF NORTHGATE MALL, A CONDOMINIUM; THENCE SOUTH 89°34'42" WEST, ALONG THE NORTH LINE OF SAID PLAT OF NORTHGATE MALL, A CONDOMINIUM, 321.82 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF GOVERNMENT WAY; THENCE ALONG THE EASTERLY LINE OF GOVERNMENT WAY THE FOLLOWING 3 COURSES AND DISTANCES:

1. THENCE SOUTH 00°25'01" EAST 300.28 FEET;
2. THENCE NORTH 89°21'43" WEST 7.50 FEET;
3. THENCE SOUTH 00°25'01" EAST 30.01 FEET TO THE POINT OF BEGINNING.

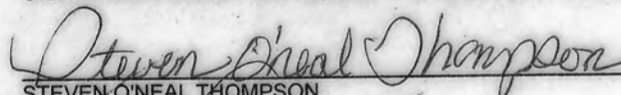
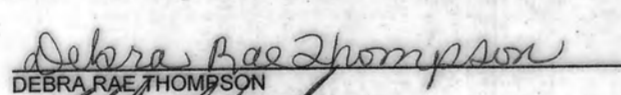
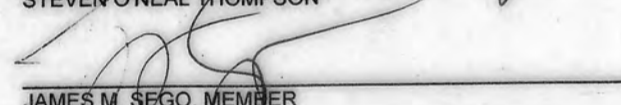

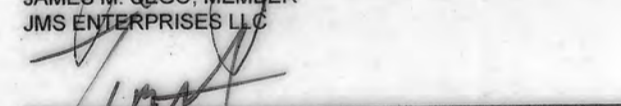

CONTAINING 2.462 ACRES, MORE OR LESS.

SUBJECT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FILED FOR RECORD UNDER INSTRUMENT NUMBER 1068303 AND AMENDED BY AMENDED DECLARATION RECORDED UNDER INSTRUMENT NUMBER 1068586.

THE OWNER HEREBY GRANTS 7.5 FEET OF RIGHT OF WAY, AS DEPICTED HEREON, FOR GOVERNMENT WAY TO PUBLIC IN THE NAME OF THE CITY OF COEUR D'ALENE.

- THE OWNER HEREBY RESERVES THE 50' X 5' PEDESTRIAN EASEMENTS ALONG GOVERNMENT WAY FOR THE PUBLIC IN THE NAME OF THE CITY OF COEUR D'ALENE.
- SEWER TO BE PROVIDED BY THE CITY OF COEUR D'ALENE.
- WATER SERVICE TO BE PROVIDED BY THE CITY OF COEUR D'ALENE.

THE PURPOSE FOR THIS AMENDED CONDOMINIUM PLAT IS TO ADJUST THE LOCATION OF UNITS I - N OF THE ORIGINAL PLAT AS SHOWN HEREON AND TO DEPICT THE CHANGE IN STATUS OF THE ROAD RIGHT OF WAY ALONG THE SOUTH LINE OF THE ORIGINAL PLAT. UNITS A - H ARE AS PREVIOUSLY PLATTED AND NOT CHANGED BY THIS AMENDED PLAT. THE SIGNATURES BELOW REPRESENT THE MAJORITY NEEDED TO AMEND THE CONDOMINIUM PROJECT PER ARTICLE 13 OF THE DECLARATION.

	8/7/24		8-7-24
STEVEN O'NEAL THOMPSON	DATE	DEBRA RAE THOMPSON	DATE
	8/13/2024		8/14/24
JAMES M. SEGO, MEMBER JMS ENTERPRISES LLC	DATE	STEPHEN WASSON, MEMBER RANGER ENTERPRISES, LLC	DATE
	9-12-24		9-13-24
TIM GROSSGLAUSER, MANAGER TAG DEVELOPMENT, LLC	DATE	ROBERT SHAW, MEMBER 3646 COMMERCIAL, LLC	DATE

NOTARY PUBLIC

ACKNOWLEDGMENT

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

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS 7 DAY OF August, IN THE YEAR OF 2024, BY STEVEN O'NEAL THOMPSON AND DEBRA RAE THOMPSON, HUSBAND AND WIFE.

NOTARY PUBLIC: Gordon K. Dobler

MY COMMISSION EXPIRES : 01/19/2030



NOTARY PUBLIC

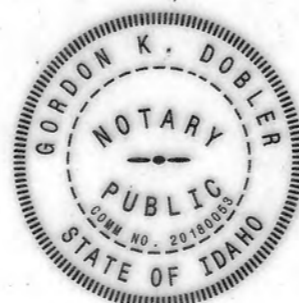
ACKNOWLEDGMENT

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

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS 13 DAY OF August, IN THE YEAR OF 2024, BY ROBERT SHAW, MEMBER, 3646 COMMERCIAL, LLC, AN IDAHO LIMITED LIABILITY COMPANY.

NOTARY PUBLIC: Gordon K. Dobler

MY COMMISSION EXPIRES : 01/19/2030



NOTARY PUBLIC

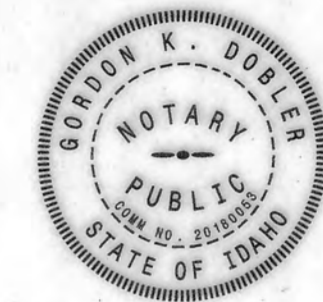
ACKNOWLEDGMENT

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

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS 13 DAY OF August, IN THE YEAR OF 2024, BY JAMES M. SEGO, MEMBER, JMS ENTERPRISES LLC, AN IDAHO LIMITED LIABILITY COMPANY.

NOTARY PUBLIC: Gordon K. Dobler

MY COMMISSION EXPIRES : 01/19/2030



NOTARY PUBLIC

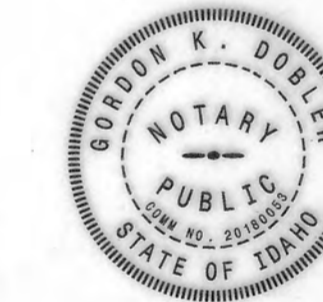
ACKNOWLEDGMENT

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

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS 14 DAY OF August, IN THE YEAR OF 2024, BY STEPHEN WASSON, MEMBER, RANGER ENTERPRISES, LLC, AN IDAHO LIMITED LIABILITY COMPANY.

NOTARY PUBLIC: Gordon K. Dobler

MY COMMISSION EXPIRES : 01/19/2030



NOTARY PUBLIC

ACKNOWLEDGMENT

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

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS 12 DAY OF September, IN THE YEAR OF 2024, BY TIM GROSSGLAUSER, MANAGER, TAG DEVELOPMENT, LLC, AN IDAHO LIMITED LIABILITY COMPANY.

NOTARY PUBLIC: Gordon K. Dobler

MY COMMISSION EXPIRES : 01/19/2030



NORTHGATE MALL - PROJECT AMENDMENT #2			
LOCATED IN GOVERNMENT LOT 4 (NW 1/4 - NW 1/4) SECTION 1, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO			
DATE SURVEYED:	DRAFTED BY: DTL	PLOT DATE: 07/8/2024	SHEET
FILE NAME: 20-040 AMENDED PLAT	CHECKED BY: CJJ	PROJECT No.: 20-040	2
			3

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

NORTHGATE MALL - PROJECT AMENDMENT #2

BOOK _____ PAGE _____

INST.# _____

AMENDING UNITS I, J, K, L, M AND N AND COMMON AREA OF NORTHGATE MALL CONDOMINIUM PLAT

LOCATED IN GOVERNMENT LOT 4, SECTION 1, TOWNSHIP 50 N., RANGE 4 W., BOISE MERIDIAN, CITY OF COEUR D' ALENE, KOOTENAI COUNTY, IDAHO

PANHANDLE HEALTH DISTRICT

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

Kristina Kuntz July 15, 2024
 PANHANDLE HEALTH DISTRICT DATE

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THIS 26 DAY OF September, 2024, THAT THE REQUIRED TAXES ON THE HEREIN PLATTED LAND HAVE BEEN PAID THROUGH

December 31, 2023

Dee Ann Reed, Deputy Treasurer
 KOOTENAI COUNTY TREASURER

COEUR D'ALENE CITY COUNCIL APPROVAL

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

THIS _____ DAY OF _____, 20 _____

COEUR D'ALENE CITY CLERK

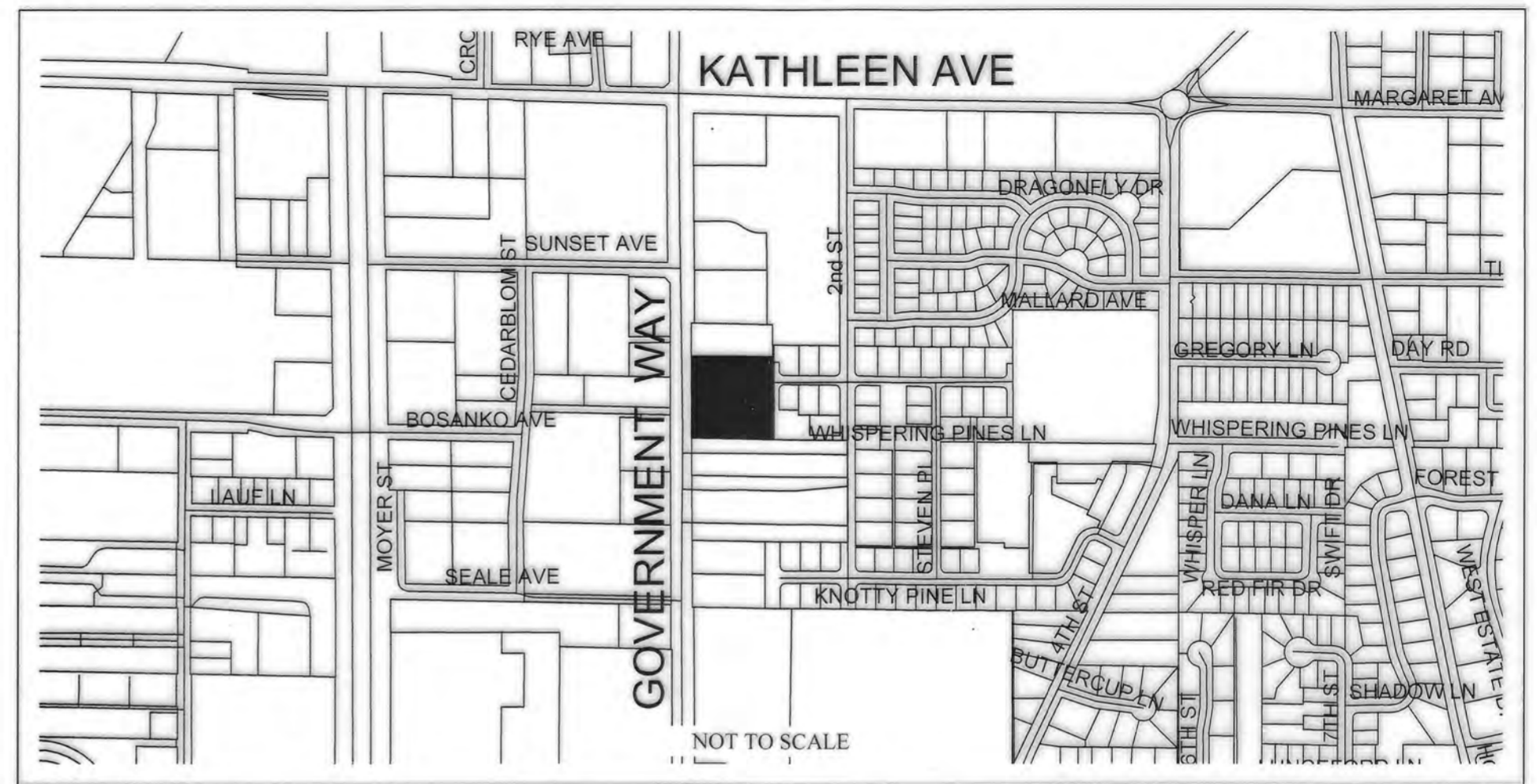
COEUR D'ALENE CITY ENGINEER'S CERTIFICATE

THIS PLAT HAS BEEN EXAMINED AND APPROVED

THIS 15th DAY OF October, 2024

Christ W. Borley
 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 _____ DAY OF _____, 20 _____

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

OF _____

KOOTENAI COUNTY CLERK BY: _____ DEPUTY CLERK FEE PAID _____

COUNTY SURVEYOR'S CERTIFICATE

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

RODNEY E. JONES PLS 12463
 KOOTENAI COUNTY SURVEYOR



SURVEYOR'S CERTIFICATE

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

Chad J. Johnson 7-6-24
 CHAD J. JOHNSON PLS 9367 DATE

	NORTHGATE MALL - PROJECT AMENDMENT #2			
	LOCATED IN GOVERNMENT LOT 4 (NW 1/4 - NW 1/4) SECTION 1, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO			
DATE SURVEYED:	DRAFTED BY: DTL	PLOT DATE: 07/8/2024	SHEET 3 3	P.O. Box 2544 Post Falls, ID 83877 208-660-2351 johnsonsurveyingnw.com
FILE NAME: 20-040 AMENDED PLAT	CHECKED BY: CJJ	PROJECT No.: 20-040		

RESOLUTION NO. 24-081

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE DONATION OF A MPH INDUSTRIES SPEED MONITOR TRAILER TO THE SPIRIT LAKE POLICE DEPARTMENT; AND APPROVING A WAIVER OF THE CITY COVERED LOAD REGULATIONS FROM NOVEMBER 12, 2024, THROUGH DECEMBER 6, 2024, FOR THE ANNUAL CITY LEAF PICK UP PROGRAM.

WHEREAS, it has been recommended that the City of Coeur d'Alene approve the followings actions as further described in the document attached hereto as Exhibit "A" and by reference made a part hereof as summarized as follows:

1. The donation of one (1) MPH Industries Speed Monitor Trailer from the Police Department to the Spirit Lake Police Department [No Exhibit];
2. A waiver of City covered load regulations from November 12, 2024, through December 6, 2024, for the annual City Leaf Pick Up program [Exhibit "A"];

AND

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City approves the donation of one (1) MPH Industries Speed Monitor Trailer from the Police Department to Spirit Lake Police Department, and approves a waiver of City covered load regulations from November 12, 2024, through December 6, 2024, for the annual City Leaf Pick Up program as described in Exhibit "A" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to take such actions as may be necessary to effectuate these actions.

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

DATED this 15th day of October, 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 GABRIEL Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.

CITY COUNCIL
STAFF REPORT

DATE: October 15, 2024
FROM: Lt. Bill Tilson Jr.
SUBJECT: Donation of Radar Trailer to Spirit Lake Police Department

Decision Point: Should Council authorize the Police Department to donate one (1) MPH Industries Speed Monitor Trailer to Spirit Lake Police Department?

History: The Speed Monitor Trailer was obtained by the Coeur d'Alene Police Department in March of 1999. The trailer has been in use every summer throughout that time and has been in various states of repair during this time. However, the trailer has not been actively used since 2022. The Department uses a grant funded ALPR speed trailer and is expected to take possession of a second ALPR trailer by the end of year. This will allow more investigative capabilities than the trailer being requested to be donated.

This trailer is better suited for slower road environments with narrower streets. This will aid Spirit Lake in reducing speeds in their areas.

Financial Analysis: There is no financial impact to the City. Other internal departments have been contacted to see if they can use the trailer, but they do not have a need. Spirit Lake Police Chief Michael Morlan has expressed a desire to continue to utilize the equipment for community use. If, on the other hand, the trailer is decommissioned and must be properly disposed of, the City would incur a cost.

Decision Point: Council should authorize the donation of the Speed Monitor Trailer to the Spirit Lake Police Department.

Equipment List:

Speed Monitor Trailer – Serial Number MPH5239909JLPC019



City of Coeur d'Alene - Leaf Fest Begins Tuesday, November 12th

Tuesday, November 12th, marks the start of the CITY OF COEUR D ALENE annual leaf pick-up program. **Please be sure to keep leaves on your property until Monday, November 11th, 2024.** Please rake your leaves and pine needles about one foot away from the gutter/curb line to allow for water drainage. City crews and equipment are limited, so we need your help. Leaves will be picked up only once. Please do not put leaves in the street after city crews have completed your area and **do not** include bagged leaves, branches, debris, or trash.

Due to weather conditions, equipment, and unforeseen circumstances, City crews are unable provide a precise schedule of where leaf pick-up will take place. Pick-up will start south of Sherman Avenue and move north. Completion is expected by Friday, December 6th, 2024.

Leaf-fest 2024 Tips

Do:

- Keep leaves/needles on your property until Friday, November 11th
- Please move cars off of the street, if at all possible, during leaf pick-up
- Keep the leaves about one-foot off the curb line to facilitate storm water flow
- Be alert for leaf pick-up equipment traveling through your neighborhood
- Keep a safe distance away from leaf pick-up heavy equipment
- Recognize that we have a tough job to do in a very short window between when the leaves fall and when the snow flies
- Understand that city and private trucks are exempted from covering loads during the leaf pick-up period. Sweepers will follow city trucks to collect remaining/excess leaves

Do NOT:

- Place bagged leaves in street.
- Mix branches, rubble or other refuse in with the leaves.
- Miss the deadline... we only have time for one pass!

If you have questions or need additional information, please check the website www.cdaid.org/leafpickup or call the Street Maintenance Information line 208.769.2233.

Follow our leaf pickup progress on-line at: <https://maps.cdaid.org/leaf/>

OTHER BUSINESS

**CITY COUNCIL
STAFF REPORT**

DATE: October 15, 2024
FROM: Mike Becker, Capital Programs Manager, WW Department
SUBJECT: Amendment No. 4 to Solids Building Improvements Contract with HDR Engineering, Inc.

DECISION POINT: Should Council approve Amendment No. 4 to the City’s existing Professional Services Agreement (PSA) with HDR Engineering, Inc., for additional Professional Services associated with the Solids Building Improvements Project in the amount of \$352,924.00?

HISTORY: Wastewater Treatment Facility Projects are typically long and progressive projects. Understanding that the facility must remain operational at all times, HDR Engineering, Inc. was hired to assist the city from conceptual design, through construction, and eventually to the project close-out of the Solids Building Improvements Project.

On August 18, 2020, the city executed a PSA (Res. 20-045) for HDR’s preliminary engineering design. This was for the prequalification of manufacturers and the procurement of a new centrifuge.

On December 13, 2021, the city executed PSA Amendment #1 (Res. 21-074) for HDR’s final engineering and design of the centrate tank cover, odor control, centrate pumping, centrifuge controls and electrical.

On June 27, 2022, the city executed PSA Amendment #2 (Res. 22-029) for the solids building expansion, larger biosolids loadout, conveyors and a second floor for future dewatering equipment. It also included prequalifying General Contractors and on May 2, 2023, the city awarded and secured an agreement with Apollo, Inc., to construct this project

On June 6, 2023, the city executed PSA Amendment #3 (Res. 23-042) for HDR’s Professional Services for the bidding, construction management and engineering oversight of the entire project.

FINANCIAL ANALYSIS: PSA Amendment #4 is presented for HDR’s additional engineering work related to the project extending from June 2024 to May 2025. This includes remobilizing after this winter’s shutdown and anticipated additional time spent on Change Proposal Requests (CPRs) and Work Change Directives (WCDs) over the amount budgeted to date. The amount quoted was \$352,924.00.

A summary of tasks and costs completed to date are presented in Grey in the below table. Costs for this PSA Amendment #4 is shown below in Blue.

TASK	DESCRIPTION	COSTS
100	Project Management	\$21,908
200	Regulatory Liaison, Permits, and Approvals	\$1,472
300	Concepts Development and Evaluation	\$36,580
400	Core & Preliminary Design	\$155,296
500.A1	Additional Project Elements & Final Design Development (Management Reserve)	\$117,093
500.A2	Onsite Lidar Scanning (Survey)	\$6,004.21
500.A2	Solids Building Expansion	\$42,356.93
600	Final Contract Documents	\$14,323
600.A3	Final Contract (Conform) Documents (Additional)	\$29,800
700	Solids Building Improvements and Centrifuge Installation Bidding Administration	\$3,206
700.A2	Contractor Prequalification Evaluation	\$2,402.43
700.A3	Bidding Administration	\$15,000
800	Construction Phase Services Additional Construction Phase Services	\$299,820 \$184,275
900	Construction Phase Field Services Additional Construction Phase Field Services	\$533,166 \$168,649
1000	Post Construction and Close-out Services	\$121,544

PSA Total:	\$232,785.00
PSA Amendment #1 Total:	\$117,093.00
PSA Amendment #2 Total:	\$50,763.57
PSA Amendment #3 Total:	\$999,330.00
PSA Amendment #4 Total:	<u>\$352,924.00</u>
Total PSA with Amendments:	\$1,752,895.57

In conformance with the Wastewater Facility Plan, the Solids Building Improvement Project which started in 2020. It is a planned project that is budgeted for completion during 2024/2025 Fiscal Year. Besides replacing obsolete and worn-out equipment, this project combines several other smaller wastewater projects that also increases the facility's solids dewatering capacity. A copy of HDR's amended scope, modified Project Schedule and Compensation is attached for your review.

PERFORMANCE ANALYSIS: This amendment is a continuation of the ongoing Solids Handling Improvements Project PSA with HDR. Subsequent amendments are in accordance with Idaho Code § 67-2320(4) that allows for the City to negotiate a new professional services contract for an associated or a phased project.

DECISION POINT/RECOMMENDATION: Council should approve Amendment No. 4 to the existing Professional Services Agreement (PSA) with HDR Engineering, Inc., for the additional Professional Services associated with the Solids Building Improvements Project in the amount of \$352,924.00.

RESOLUTION NO. 24-082

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT WITH HDR ENGINEERING, INC., IN THE AMOUNT OF \$352,924.00, FOR ADDITIONAL PROFESSIONAL SERVICES ASSOCIATED WITH THE SOLIDS HANDLING IMPROVEMENTS PROJECT.

WHEREAS, pursuant to Resolution No. 20-045 adopted on the 18th day of August, 2020, the City of Coeur d'Alene entered into a Professional Services Agreement ("PSA") with HDR Engineering, Inc., for preliminary engineering design to replace the treatment facility's biosolids dewatering unit; and

WHEREAS, the PSA was intended to be amended for phases subsequent to the design phase as costs became capable of determination; and

WHEREAS, the PSA has previously been amended three times, pursuant to Resolution Nos. 21-074, 22-029, and 23-042, to cover final engineering and design of additional project elements, for the engineering and architectural design of the solids building expansion, and for bidding, construction management services, and project oversight; and

WHERE, a further amendment is required to cover additional engineering work related to the project extending from June 2024 to May 2025, including remobilization after the upcoming winter's shutdown and anticipated additional time spent on Change Proposal Requests (CPRs) and Work Change Directives (WCDs) over the amount budgeted to date; and

WHEREAS, Mike Becker, Capital Program Manager for the Wastewater Department, is recommending approval of Amendment No. 4 to the PSA in the amount of \$352,924.00, a copy of which is attached hereto as Exhibit "1" and incorporated herein by reference; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that Amendment No. 4 be approved.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City hereby approves Amendment No. 4 to the Professional Services Agreement with HDR Engineering, Inc., in the amount of \$352,924.00 for additional Professional Services associated with the Solids Handling Improvements Project, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said Amendment provided that the substantive provisions of the Amendment remain intact.

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

DATED this 15th day of October, 2024.

Woody McEvers, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

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

_____ was absent. Motion _____.

AMENDMENT NO. 4
to
PROFESSIONAL SERVICES AGREEMENT
Between
CITY OF COEUR D’ALENE and HDR ENGINEERING, INC.
For
SOLID HANDLING IMPROVEMENTS PROJECT

This Amendment to the Professional Services Agreement is made and entered into the 15th day of October, 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 HDR Engineering, Inc., a Nebraska corporation, with its principal place of business at 412 E. Parkcenter Blvd., Suite 100, Boise, Idaho 83706, hereinafter referred to as the “Consultant,” pursuant to the terms and conditions as set forth herein.

W I T N E S S E T H:

WHEREAS, the Consultant is available and is willing to provide personnel and services to prepare the final design elements, cost estimates, construction sequencing, plans and specifications, additional shop drawings, and technical submittals for the Solids Handling Improvements Project as described herein within Amendment No. 4, and

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

NOW, THEREFORE, in consideration of the terms, conditions and covenants of performance contained or incorporated herein, the City and the Consultant agree that the Professional Services Agreement entered into on the 18th day of August, 2020, and Amendment No. 1 – November 15, 2021, and Amendment No. 2 – July 5, 2022, and Amendment No. 3 – June 6, 2023 shall be amended as follows:

Section 1. Scope of Services

The scope of services is amended to include the scope of services, schedule, and compensation as described in Exhibit “A” hereto, entitled: Solids Handling Improvements Project at the Coeur d’Alene Advanced Wastewater Treatment Facility (AWTF) for the City of Coeur d’Alene, Idaho, Scope of Services, Schedule, and Compensation, Modified for Amendment No. 04 – August 30, 2024.

Section 2. Compensation

For services described in this Amendment, the Consultant’s total compensation for professional services, including labor and overhead costs and expenses, sub-consultant compensation, and sub-consultant mark-up, shall be Three Hundred Fifty-two Thousand Nine

Hundred twenty-four and 00/100 Dollars (\$352,924.00). This brings the total compensation under the Professional Services Agreement, Amendment No. 1, Amendment No. 2, and Amendment No. 3, and Amendment No. 4 to One Million Seven Hundred Fifty-two Thousand Eight Hundred Ninety-five and 57/100 Dollars (\$1,752,895.57) for the Solids Handling Improvements Project.

Section 3. Schedule

The Project Schedule for the services performed pursuant to this Amendment shall be as set out in Exhibit "A." Except as specifically provided herein, all terms and conditions of the original Professional Services Agreement and Amendment No's.1, 2 & 3 remain in full force and effect.

CITY OF COEUR D'ALENE

HDR ENGINEERING, INC.

Woody McEvers, Mayor

Kate Eldridge, Vice President

ATTEST:

ATTEST:

Renata McLeod, City Clerk

Zelma Z. Miller, Department Accountant

Amendment No. 4

EXHIBIT A

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

FOR THE

CITY OF COEUR D'ALENE, IDAHO

SCOPE OF SERVICES, SCHEDULE, AND COMPENSATION

ORIGINAL CONTRACT – AUGUST 18, 2020

MODIFIED FOR AMENDMENT 01 – NOVEMBER 15, 2021

MODIFIED FOR AMENDMENT 02 – JUNE 3, 2022

MODIFIED FOR AMENDMENT 03 – JUNE 6, 2023

MODIFIED FOR AMENDMENT 04 – AUGUST 30, 2024

ADDITIONAL ADMINISTER CHANGED WORK

ADDITIONAL FIELD SERVICES

Introduction – Scope of Services

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

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

The project is further defined as facilities to replace the existing belt press and associated system components with a new high solids dewatering centrifuge system including new

emulsion polymer feed from the City's new emulsion polymer feed system. It is anticipated that these facilities will generally include the following:

- Core Project Item— Demolition of the existing belt press, solids feed, and polymer feed in the existing belt press area of the Dewatering Room on the upper level of the Solids Handling Building.
- Core Project Item— Installation of one (1) new City pre-qualified and pre-purchased centrifuge.
- Core Project Item— Installation of new electrical and control equipment in a new conditioned area of the electrical room, or if additional space is needed an extension of the electrical room or use of the existing dry polymer (aging tank) storage room.
- Core Project Item— Connection of exhaust air from the centrifuge and liquid/solids discharges to the existing odor control and ventilation system.
- Core Project Item— Connection of the new dewatering equipment to the existing emulsion polymer feed system.
- Core Project Item – Evaluation of the electrical and structural requirements for the condition when both centrifuges are running simultaneously in parallel.
- Management Reserve Item— Evaluation of additional building space to allow for a larger electrical room on the upper level of the Solids Handling Building and addition of emulsion polymer storage. The building addition and storage facilities will be an additive item to the centrifuge purchase and installation project.
- Management Reserve Item – Design of additional odor control collection and treatment to support the Solids Handling Building addition and solids loadout facilities.
- Management Reserve Item - Additional assistance with the procurement of the centrifuge, including coordination with the City and centrifuge manufacturers on equipment testing requirements. Review, scoring, and responding to qualification statements, bench scale testing reports, and bid proposals from centrifuge manufacturers. Held discussions and provided recommendation information for selection of centrifuge equipment.
- Management Reserve Item - Additional services associated with the centrifuge pre-construction services including review City pre-purchased centrifuge mechanical and electrical shop drawings for compliance with the requirements of the procurement documents. Up to 2 resubmittals for each submittal is assumed, distribute reviewed submittals to the City and centrifuge manufacturer, evaluate and respond to up to three (3) RFIs from the centrifuge manufacturer.
- Management Reserve Item - Evaluation of modifications to the existing solids loadout room to include a full enclosure of the loadout facility to enable odor control for this area.

- Management Reserve Item - Evaluation of odor control alternatives for the centrate storage tank and selection of the preferred alternative for potential addition of odor control for the facility.
- Management Reserve Item - Evaluation of the Solids Handling Building odor control facilities alternatives, including the solids loadout and centrate storage, for adding odor control to the new and existing systems at the Solids Handling Building as an additive item to the centrifuge purchase and installation project.
- Management Reserve Item – Onsite Lidar Scanning of Centrate Storage Tank and Solids Handling Building and post-processing of data as further described below.
- Management Reserve Item – Additional Design for Solids Building Expansion to house future dewatering equipment as further described below.
- Contractor Pre-Qualification Evaluation as further described below.
- Additional Design Item via Addendum – Design of new Odor Control Fan for Digester 5 overflow box, associated ductwork, electrical components, and necessary demolition.

Assumptions

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

- The design and bidding services are based on the preparation of one (1) construction pre-qualification package, one (1) centrifuge pre-qualification package, one (1) pre-purchase package for procurement of a single centrifuge via pre-procurement and one (1) construction installation package for removal of the existing belt filter press in the Solids Handling Building upper level and installation of the City-supplied centrifuge system in the same location as the demolished belt filter press.
- The results from the Concepts Development and Evaluation Task Series 300 may result in changes to the scope and fee necessary if the Project scope changes.
- HDR standard AutoDesk CADD format and 6-digit specifications standards will be used for drawings and technical specifications.
- The City's standard Agreement and HDR developed pre-qualification and bidding documents will be utilized for this project. HDR will assist in the development of these documents.
- HDR's Master Specification system will be used for all technical specification sections.
- The centrifuge pre-purchase will be expedited on a fast-track basis immediately following the completion of the Concepts Development and Evaluation Task.
- A preliminary structural analysis of the Solids Handling Building will be completed to determine whether the new centrifuge will require additional structural modifications. A

more thorough analysis will be completed as part of the detailed design scope. This scope assumes the detailed analysis will confirm no significant issues will be associated with the installation of the centrifuge.

- A preliminary electrical evaluation will be conducted to determine whether the new centrifuge equipment can be connected to the existing electrical service equipment at the Solids Handling Building. A new Centrifuge switchboard and Control Panel will be added on the upper level either in a new electrical room addition or existing electrical room.
- The new centrifuge equipment will be provided with a vendor-furnished PLC. A new City PLC will not be required. The City's existing SCADA system will communicate to the vendor-furnished PLC via a network connection.
- Notice of Award will be provided to the Contractor no later than May 4, 2023.
- Construction will occur from mid-June 2023 through mid-June 2024.

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

- Task Series 100 – Project Management
- Task Series 200 – Regulatory Liaison, Permits, and Approvals
- Task Series 300 – Concepts Development and Evaluation
- Task Series 400 – Core Project Preliminary and Final Design
- Task Series 500 – Additional Project Elements Preliminary and Final Design (Management Reserve)
- Task Series 600 – Final Contract Documents
- Task Series 700 – Solids Building Improvements and Centrifuge Installation Bidding Administration
- Task Series 800 – Construction Phase Services
- Task Series 900 – Construction Phase Field Services
- Task 1000 – Commissioning and Close-out Services

Scope of Services

Task 800 - Construction Phase Office Services

ACTIVITY 801.7 PROJECT MEETINGS

- HDR to conduct up to twenty (20) additional two-hour progress (every other week, or as necessary) meetings at the project site or City's office during construction. Review project progress, resolve any current problems and identify future issues for resolution.
- Prepare agenda and summary notes and distribute to attendees.
- Some project team members will participate in project meetings virtually.

ACTIVITY 801.10 ADMINISTER CHANGED WORK

- Initiate or receive, log, distribute and track changes.
- Technical Processing of Change Proposal Requests (CPRs):
 - Evaluate Project to determine when CPRs are required. Prepare CPR where appropriate.
 - Evaluate CPR pricing and time when CPRs are returned from contractor.
 - Assist in negotiations with contractor as required and make final recommendations to City.
- Technical Processing of Work Change Directives (WCDs)
 - Evaluate Project to determine when WCDs are required. Prepare WCD where appropriate.
 - Evaluate WCD pricing and time when WCDs are returned from contractor.
 - Assist in negotiations with contractor as required and make final recommendations to City.
- The fee for this task was based upon 178 staff hours for preparing Changed Work items, either FO, CPR, or WCD. To date we have expended 829 hours on Changed Work items with some such as the storm drain redesign being very extensive. The difference between original budgeted hours and hour spent is 651 hours. We have budgeted an additional 140 hours of time for final cost review of the outstanding CPRs and WCDs and for preparing and processing five (5) additional CPRs and WCDs. Actual preparation and processing response time may vary depending upon the complexity of the Changed Work. It is estimated that, on average, it will take eight (8) hours of Consultant team member time to prepare and process each Changed Work item.

HDR Deliverables:

The following deliverables shall be provided:

- Changed Work documentation transmitted to City via e-mail in .pdf format with appropriate attachments.

Key Understandings and Assumptions:

The following is understood or assumed:

- Construction contract activities will continue through mid-November 2024, with a shutdown until the MCC equipment arrives in February 2025. Construction will resume March 1, 2025 and is scheduled for completion at the end of May 2025.

ACTIVITY 801.11 PROJECT MANAGEMENT

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

- Provide coordination with City.

HDR Deliverables:

The following deliverables shall be provided:

- Monthly progress reports and invoices transmitted to City.
- Agenda and notes for pre-construction meeting and each project meeting transmitted to City via e-mail in .pdf format.
- Contractor's Payment Application Requests transmitted to City via e-mail in .pdf format with appropriate attachments.
- Changed Work documentation transmitted to City via e-mail in .pdf format with appropriate attachments.

Key Understandings and Assumptions:

The following is understood or assumed:

- Construction was expected to be complete in mid-June 2024. Construction contract activities will continue through mid-November 2024, with a shutdown until the MCC equipment arrives in February 2025. Construction will resume March 1, 2025 and is scheduled for completion at the end of May 2025. We have budgeted 24 additional hours for Project Management.
- Direct expenses incurred by engineering/office staff for travel, subsistence, printing, photocopying, and telephone conferences will be billed to City.

Task 900 - Construction Phase Field Services

Sub-task 901 - Field Observations

ACTIVITY 901.1 RESIDENT PROJECT REPRESENTATIVE SERVICES

- Observe, record, and report Contractor's daily work progress to determine the Work observed is in general conformance with the requirements of the Contract Documents.
- Document activities observed making note of deficiencies and any issues requiring resolution.
- Create daily field reports defining specified work completed, Contractor work force figures, progress made on the controlling activity established by the approved construction schedule, job site visitors, and weather conditions.
- Relay written and/or verbal communications between the Engineer and the Contractor.
- Inform the Engineer and City of construction activities and issues on a timely basis.
- Report to the Engineer whenever work appears to be unsatisfactory, faulty or defective, has been damaged or does not conform to the contract documents.
- Maintain orderly files of project meetings, shop drawings, contract documents, addenda, work directives, change order and progress estimates.

- Review and reconcile progress estimates with Contractor in the field and coordinate with Engineer to determine payment amount.
- Assist Engineer in preparing punch list when project reaches substantial completion.
- Coordinate materials testing between Contractor and Materials Testing sub-consultant and review results to determine Contractor compliance with the requirements of the contract documents.
- Provide weekly construction report to the City.
- Provide observation of Pre-Demonstration and Demonstration periods.
- Coordinate training activities between Contractor and City.
- Identify non-conformance issues, prepare reports, evaluate corrective actions, perform testing, establish conformance, and prepare documentation.

HDR Deliverables:

The following deliverables shall be provided:

- Inspector’s Daily Reports transmitted to City via e-mail in .pdf format, if requested.
- Construction photographs, if requested.

Key Understandings and Assumptions:

The following is understood or assumed:

- Consultant’s observation of the work performed under the construction contract shall not relieve Contractor from responsibility for performing work in accordance with applicable contract documents.
- Consultant shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction.
- Consultant shall not be responsible for the acts or omissions of construction Contractor(s) or other parties on the project.
- Observations will be performed in accordance with industry-recognized standard practices.
- Monitoring removal and/or disposal of contaminated materials is not included in these scope of services.
- We included 10 months of full-time observation and 1 month of half-time observation at the beginning of the project and 1 month of half-time observation at the end of the project. As of the end of July 2024 we have expended our first month of half-time observation and 10 months of full-time observation with only the 1 month of half-time observation remaining. This amendment is to provide budget for full-time observation the months of August through the middle of November 2024 and March 2025 through April of 2025. The remaining half-time observation budget will cover the month of May 2025. HDR will provide one resident project representative (RPR) for 3.5 months in 2024 and 2 months in 2025 of full-time observation at 160 hours per month.
- For Resident Project Representative, a stipend of \$150 per day will be charged.

- For engineering/office staff, direct expenses for travel, subsistence, printing, photocopying, and telephone conferences will be billed to City.

Compensation

Consultant's total compensation for professional services provided pursuant to this amendment, including labor and overhead costs and expenses, sub-consultant compensation, sub-consultant mark-up, and Consultant's additional fee for services in Amendment No. 4 shall be **\$352,924.00** and the amended Total Fee shall be **\$1,752,895.57**

Total compensation for services in Amendment No. 4, shall be **\$352,924.00** and the total Agreement shall be amended not exceed **\$1,752,895.57** without written authorization by City.

	4 - Project Engineer - Rickey Schultz	6 - Construction Manager - Todd Jensen	7 - Civil Eng - Troy Gibbs	11 - Struct Eng - Ryan Wright	12 - Struct EIT - Vincenet Morello	14 - Arch Smr - Donn Hogan	22 - Process Eng - Anders Nord	23 - Process EIT - Chance Maes	33 - Mech Eng Smr - Ted Kontonickas	20 - Electrical Engineer Senior - Terry Stulc	40 - RPR - Lawrence Webster	8 - Civil EIT - Daniel Brands	19 - Elec/Controls Eng Smr - Trey Morris	5 - Model Manager - Heather Fancher	9 - Civil CADD Tech - Kent Wulf	44 - Admin Asst Word Processor - Mary Scalise	47 - Accountant - Wendy Rodocker	29 - Inspector - Caleb O'Neal	30 - Dist EIT - Chris Walchuk	HDR Labor		Expenses	Total	
																				HDR Labor Hours	HDR Labor Total	Expenses SubTotal	Total	
	\$ 221.15	\$ 331.97	\$ 225.73	\$ 184.96	\$ 144.77	\$ 290.69	\$ 137.28	\$ 113.70	\$ 313.89	\$ 263.20	\$ 153.60	\$ 132.45	\$ 269.44	\$ 165.12	\$ 71.68	\$ 95.97	\$ 125.41	\$ 153.60	\$ 119.87					
Task 800 - Construction Phase Office Services																								
Activity 801.7 - PROJECT MEETINGS		40	40									40									120	\$ 27,606	\$ -	\$ 27,606
Activity 801.10 - ADMINISTER CHANGED WORK TO FINISH		20	60									60									140	\$ 28,130	\$ -	\$ 28,130
Activity 801.10 - ADMINISTER CHANGED WORK	42.25	30.25	151.75	-4	94.5	7	17	59.25	-4	43.75	-16	250	12.5	12.5	-24	-24			1	1.5	651.25	\$ 123,050	\$ -	\$ 123,050
Activity 801.11 - PROJECT MANAGEMENT		12															12				24	\$ 5,489	\$ -	\$ 5,489
Task 900 - Construction Phase Field Services																								
Activity 901.1 - RESIDENT SERVICES											880										880	\$ 138,209	\$ 30,440	\$ 168,649
																					1815	\$ 322,484	\$ 30,440	\$ 352,924

**CITY COUNCIL
STAFF REPORT**

DATE: 10/15/2024

FROM: Monte McCully, City of Coeur d'Alene Trails Coordinator

SUBJECT: Priority Pedestrian Corridors (action required)

DECISION POINT: Should Council direct staff to prepare an Ordinance making amendments to Municipal Code §§ 12.28.210 through 240 changing the exemption for sidewalk installation requirements within priority pedestrian corridors, including school routes and the Kroc Center?

HISTORY: The City of Coeur d'Alene has been in development for over 130 years and many ordinances have been introduced and changed during that time. In 1974, the City began requiring sidewalks to be built with all new construction, or with property improvements above a certain dollar amount in existing residential neighborhoods. Municipal Code §§ 12.28.210 through 240 provides for exemptions to sidewalk construction due to hardship, geographical constraints, and distance. Currently, if the nearest sidewalk is 450 feet or more from property being developed or remodeled, the property owner is not required to build a sidewalk. This means sidewalks may never get built in many older areas of the City. The City is missing sidewalks in 30% of the City. The Ped/Bike Committee has identified 12 priority areas that should be removed from the exemption. These areas are primarily routes to schools from neighborhoods.

FINANCIAL ANALYSIS: There is no direct financial impact on the City, other than staff time to change the ordinances. Future sidewalks will be built by property developers, grant money, or future sidewalk projects that will come back to Council before approval.

PERFORMANCE ANALYSIS: Adding Priority Pedestrian Corridors will help us begin to create a safer, more walkable community.

DECISION POINT/ RECOMMENDATION: Council should direct staff to prepare an Ordinance making amendments to Municipal Code §§ 12.28.210 through 240 changing the exemption for sidewalk installation requirements within priority pedestrian corridors, including school routes and the Kroc Center.



DECISION POINT:
Should City Council adopt the changes to the sidewalk exemption that will allow Priority Pedestrian Corridors to be identified and direct staff to prepare an Ordinance?



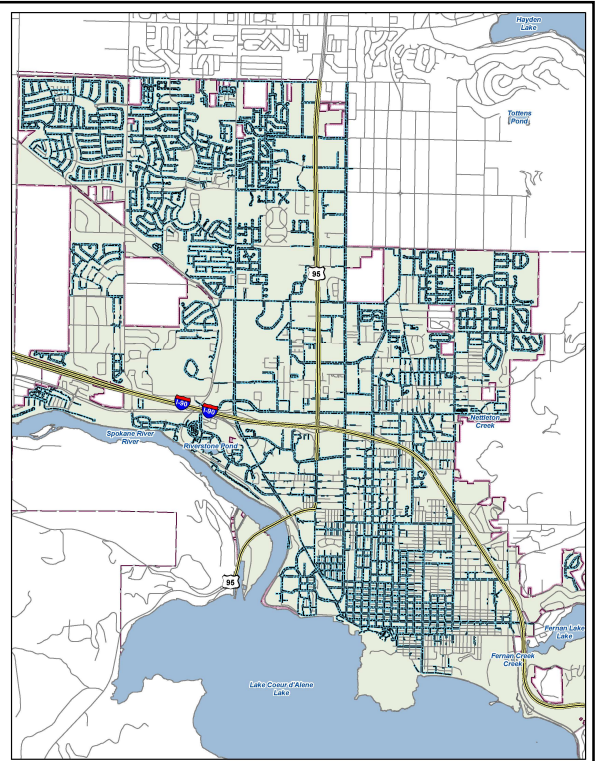
Ped/Bike – Priority Pedestrian Corridors

Objective: Create a complete sidewalk network in Coeur d'Alene

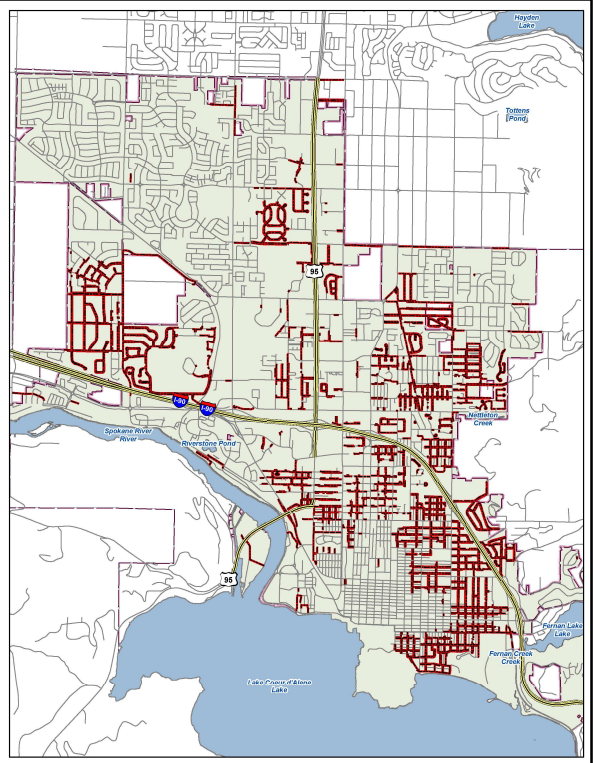
- Sidewalk connectivity will help reduce the number of pedestrians who need to walk in the streets with vehicular traffic, reducing the chance of an injury accident.
- Coeur d'Alene has a low 'Walkability' rating according to national urban planning standards.
- Coeur d'Alene has applied for Walk Friendly Status and been awarded Honorable Mention. It should be the City's goal to achieve 'Gold' status.
- The Coeur d'Alene Pedestrian and Bicycle Committee recognizes that the City has added and repaired a large number of sidewalks in the past 20 years, but sidewalk infrastructure is still missing in many parts of the City.
- The current Municipal Code doesn't require a new sidewalk unless an existing sidewalk is within 450 feet of the new development. The Code leads to a situation where sidewalks may never be constructed in some areas. Sidewalks are missing in 30% of the City.
- Creating "Priority Corridors" is an efficient way to get sidewalks built, either by developers or grant money, in areas deemed a priority throughout the City.



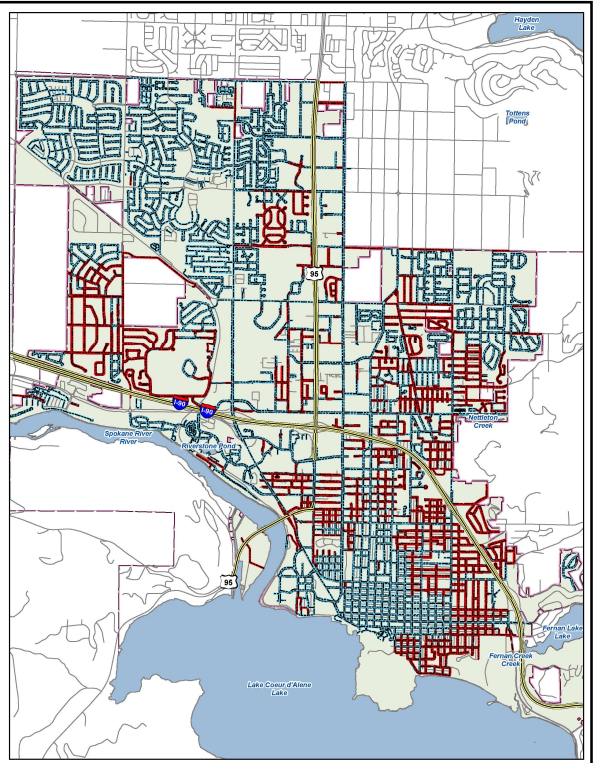
- This map shows where existing sidewalks are located



- This map shows where sidewalks are missing



- This map shows the two together



Identified Priority Corridors

CDA High Access

1. **Honeysuckle Road** - Best Avenue to 4th Street. Connects to CDA High School.
2. **Margaret Avenue** - 4th Street to 15th Street. Connects to CDA High School and Shadduck Park.
3. **19th Street** - Nettleton Gulch Road to Thomas Lane. Connects to CDA High School Route.
4. **Lunceford Lane** - 4th Street to 19th Street. Connects to CDA High School and connects east side residents with shopping and dining.
5. **Nettleton Gulch Road/Stiner and Crawford** - Honeysuckle to 15th Street to 19th Street. Routes to CDA High School and Canfield Middle School.
6. **Dalton Avenue** - Ramsey Road to 15th Street. Connects to CDA High School and the future Pinegrove Trail.

Fernan Elementary Access

1. **21st Street** - Mullan Ave to Fernan Elementary on the West side.
2. **Coeur d'Alene Avenue** - 15th Street to 23rd Street. Provides connection to Fernan Elementary.
3. **Mullan Avenue** - 14th Street to Coeur d'Alene Lake Drive. Supports the Centennial Trail and provides a route to Fernan Elementary.

Winton Elementary

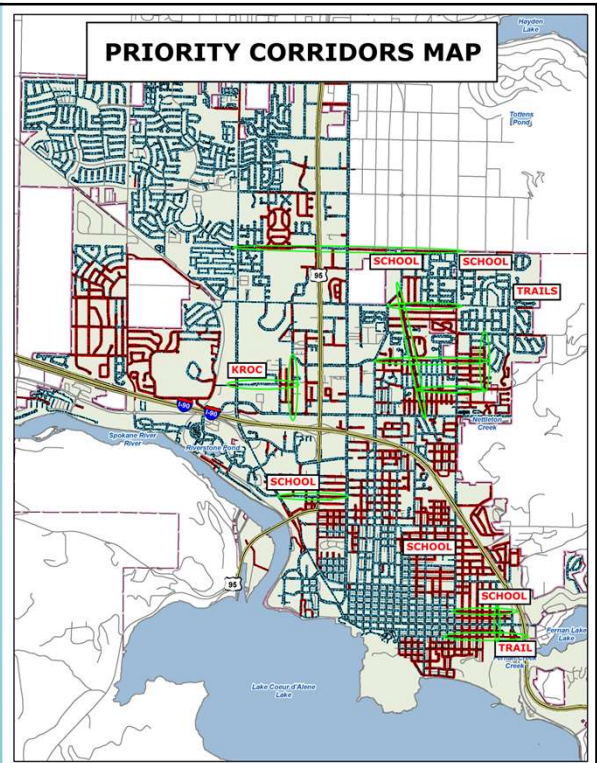
1. **Lacrosse** - Northwest Boulevard to Government Way. Connects to Winton Elementary.

KROC Center

1. **Marie Avenue** - Ramsey Road to Howard Street, connects neighborhoods to the KROC Center.
2. **Howard Street** - Appleway Avenue to Neider Avenue.



- Priority Corridors Map
 - These areas would be exempt from the 450 foot rule and would be considered high priority for grant money.



DECISION POINT/ RECOMMENDATION

City Council should adopt the changes to the sidewalk exemption that will allow Priority Pedestrian Corridors to be identified and direct staff to prepare an Ordinance.



**CITY COUNCIL
STAFF REPORT**

DATE: 10/15/2024
FROM: Monte McCully, City of Coeur d'Alene Trails Coordinator
SUBJECT: Energy Efficiency and Conservation Block Grant (EECBG)

DECISION POINT: Should Council authorize staff to apply for an Energy Efficiency and Conservation Block Grant (“EECBG”) for a bike path and crossing beacon, and to accept the grant if awarded?

HISTORY: The EECBG Program is a \$550 million grant program funded through the Bipartisan Infrastructure Law. It is designed to assist states, local governments, and Tribes in implementing strategies to reduce energy use, to reduce fossil fuel emissions, and to improve energy efficiency. Each city in every state has a funding amount, determined by population size, that is available for energy efficiency projects. Typical projects include electric vehicle charging stations, the purchase of electric vehicles, conversion of HVAC systems to heat exchange pumps, solar powered lighting, retrofitting LED lighting, building weatherization, non-motorized transportation facilities, and many more. Parks staff met with administration and other department heads to determine projects that could be pursued that would also fit the budget. The decision was made to use the money to finish the commuter trail along Northwest Blvd. from the Highway 95 Bridge south to Hubbard Ave. The total cost for this section of trail is less than the total amount available, so a Rapid Flashing Rectangular Beacon for the Centennial Trail crossing at Suzanne Avenue was added. The City was first made aware of the available funding a year ago, but was told we needed to have an energy reduction plan in place to be eligible. A month ago, the Department of Energy informed us that we did not need to have this plan, so we began the application process. The application deadline is in October, so the decision was made to apply concurrently with taking the grant to City Council to avoid a delay in getting the grant application turned in on time. If awarded and Council chooses to reject the grant, we are not obligated to accept the funding. This grant does not require a match.

FINANCIAL ANALYSIS:

Funding available for Coeur d'Alene:	\$117,000
1860 foot long x 12 foot wide asphalt path:	\$ 92,860
RRFB:	<u>\$ 21,911</u>
Total:	\$114,771

PERFORMANCE ANALYSIS: The addition of this segment of trail will complete a commuter trail that has been remained unfinished for several years. This will allow trail commuters to use a more direct route to reach downtown, instead of meandering around NIC and City Park.

DECISION POINT/ RECOMMENDATION: Council should authorize staff to apply for an EECBG, and to accept the grant if awarded, funding for a bike path and crossing beacon along Northwest Blvd. from the Highway 95 Bridge south to Hubbard Ave.



Spokane River
River

95

**Solid red line indicates
existing trails**

**Dotted red indicated
proposed trails**

Lake Coeur d'Alene
Lake

RESOLUTION NO. 24-083

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE PARKS AND RECREATION DEPARTMENT TO APPLY FOR AN ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT (EECBG) IN THE AMOUNT OF \$117,000.00 AND, IF AWARDED, TO ACCEPT THE GRANT FOR A BIKE PATH AND CROSSING BEACON ALONG NORTHWEST BOULEVARD FROM THE HIGHWAY 95 BRIDGE SOUTH TO HUBBARD AVENUE.

WHEREAS, it has been recommended by Monte McCully, Trails Coordinator, that the City of Coeur d'Alene authorize the Parks and Recreation Department to apply for an Energy Efficiency and Conservation Block Grant (EECBG) in the amount of \$117,000.00 and, if awarded, to accept the grant for a bike path and crossing beacon along Northwest Boulevard from the Highway 95 bridge south to Hubbard Avenue.

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to apply for and, if awarded, accept the Energy Efficiency and Conservation Block Grant (EECBG) in the amount of \$117,000.00.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the Parks and Recreation Department be, and hereby is, authorized to apply for an Energy Efficiency and Conservation Block Grant (EECBG) in the amount of \$117,000.00 and, if awarded, to accept the grant for a bike path and crossing beacon along Northwest Boulevard from the Highway 95 bridge south to Hubbard Avenue.

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

DATED this 15th day of October, 2024.

Woody McEvers, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

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

_____ was absent. Motion _____.

**CITY COUNCIL
STAFF REPORT**

DATE: OCTOBER 15, 2024
FROM: CHRIS BOSLEY – CITY ENGINEER
SUBJECT: STANDARD DRAWINGS UPDATE

=====

DECISION POINT: Should Council approve the revised Standard Drawings for Public Works Construction in the City and Construction Standards for the Water Department?

HISTORY: The City has a library of Standard Drawings to guide public works construction contractors to meet our requirements. These Standard Drawings are important to ensure that construction projects are completed in a way that is satisfactory to the City, meet Federal, State, and local requirements, provide longevity, and are serviceable by our departments. The last updates to the Standard Drawings occurred in 2018, and were approved by applicable departments and City Council. Input for the current proposed updates and the new drawings was gathered from City inspectors, and the Water, Wastewater, and Streets and Engineering Departments because they deal with public works contractors and local consultants on a regular basis. A summary of changes to the drawings and the new drawings is included for Council’s review. These updates will replace the current Standard Drawings found on our website. Construction Standards for the Water Department were also last approved in 2018 and have been updated to reflect Standard Drawing changes.

FINANCIAL ANALYSIS: All work on the Water Department Construction Standards, Standard Drawing updates, and new drawings was performed by City staff. There is no financial impact to the City.

PERFORMANCE ANALYSIS: Approval of these updated Water Department Construction Standards, Standard Drawings, and the new drawings will allow the appropriate standards to be incorporated into the design of new construction projects.

DECISION POINT/RECOMMENDATION: Council should approve the updates to the Water Department Construction Standards, revisions to the Standard Drawings for Public Works Construction, and the new Standard drawings.

RESOLUTION NO. 24-084

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING REVISIONS TO VARIOUS STANDARD DRAWINGS FOR PUBLIC WORKS CONSTRUCTION IN THE CITY, AND THE CONSTRUCTION STANDARDS FOR THE WATER DEPARTMENT.

WHEREAS, the City Council adopted a policy establishing Standard Drawings for Public Works Construction, which were last amended pursuant to Resolution No. 18-038 on August 7, 2018; and

WHEREAS, the City Council adopted Construction Standards for the Water Department pursuant to Resolution No. 18-052 on September 18, 2018; and

WHEREAS, the City Engineer and Water Department Director have proposed revisions to various Standard Drawings for the Public Works Construction in the City and the Construction Standards for the Water Department, which revisions are summarized in Exhibit "1" hereto. Full versions of the Standard Drawings for Public Works Construction and Construction Standards are on file in the office of the City Clerk; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that the revised Standard Drawings for Public Works Construction and Construction Standards for the Water Department be adopted;

NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the revised Standard Drawings for Public Works Construction and Constructions Standards for the Water Department be and is hereby adopted.

DATED this 15th day of October, 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 EVANS Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER WOOD Voted

COUNCIL MEMBER GABRIEL Voted

_____ was absent. Motion _____.

GENERAL DESCRIPTION OF 2024 CHANGES TO STANDARD DRAWINGS

STANDARD DRAWING NUMBER	REVISION
C-1	ADDED NOTES FOR MACHINE-PLACED CURB
C-2	ADDED NOTES FOR MACHINE-PLACED CURB AND MATCHING EXISTING CURB HEIGHT
C-3	ADDED NOTES FOR MACHINE-PLACED CURB
C-4	NO CHANGE
C-5	ADDED EASEMENT REQUIREMENT AND BROOM FINISH NOTES
C-6	CLARIFIED THICKNESS REQUIREMENTS
C-7	ADDED EASEMENT REQUIREMENT NOTE
C-8	ADDED EASEMENT AND A.D.A. REQUIREMENT NOTES
C-9	CLARIFIED THICKNESS REQUIREMENTS
C-10	ADDED
C-11	ADDED A.D.A. REQUIREMENTS
C-12	ADDED CULVERT
C-13	NO CHANGE
C-14	ADDED TYPE H RAMP OPTION
C-15	CHANGED WIDTH TO INDUSTRY STANDARD
C-16	REMOVED
C-17	CLARIFIED SLOPE REQUIREMENT
C-18	MINOR DRAWING SCALE MODIFICATIONS
C-19	MINOR DRAWING SCALE MODIFICATIONS
M-1	NO CHANGE
M-2	NO CHANGE
M-4	NO CHANGE
M-5	NO CHANGE
M-7	NO CHANGE
M-10	NO CHANGE
M-11	ADDED NOTES
M-13	NO CHANGE
M-15	NO CHANGE
M-16	NO CHANGE
M-17	NO CHANGE
M-18	NO CHANGE
M-19	ADDED FIBER MESH FILTER OPTION
M-20	NO CHANGE
M-21	ADDED NOTES
M-22	NO CHANGE
M-23	NO CHANGE
M-24	NO CHANGE
M-25	NO CHANGE
M-26A	RENUMBERED M-29
M-26B	RENUMBERED M-30
M-27	NO CHANGE
M-28	RENUMBERED FROM M-26A
M-29	RENUMBERED FROM M-26B
M-30	NO CHANGE
M-31	NO CHANGE
M-32	NO CHANGE
M-33	NO CHANGE
M-34	ADDED GRAVEL SHOULDER AND ASPHALT MIX DESIGN REQUIREMENTS
M-35	NO CHANGE
M-36	NO CHANGE
M-37	EXTENDED BIKE LANE AT INTERSECTION / REVISED LINEWORK
M-38	SHADED STRIPING
M-39	ADDED
M-40	ADDED
M-41	ADDED
M-42	ADDED

GENERAL DESCRIPTION OF 2024 CHANGES TO STANDARD DRAWINGS

STANDARD DRAWING NUMBER	REVISION
M-43	ADDED
SD-1	NO CHANGE
SD-2	NO CHANGE
SD-3	NO CHANGE
SD-4A	NO CHANGE
SD-4B	NO CHANGE
SD-5	NO CHANGE
SD-6A	NO CHANGE
SD-6B	NO CHANGE
SD-7	REVISED NOTE TO REFERENCE BOTH DRYWELL OPTIONS
SD-7A	REMOVED
SD-7B	REMOVED
SD-8	NO CHANGE
SD-9	NO CHANGE
SD-10	NO CHANGE
SD-11	NO CHANGE
SS-1A	ADDED NEW STANDARD
SS-1	REMOVED "OR APPROVED EQUIVALENT" FROM NOTE 7
SS-2	REMOVED "ROTATE MANHOLE CONE IF NECESSARY" FROM NOTE 3
SS-3	CHANGED CONCRETE BLOCKING TO 6", REVISED NOTES
SS-4A	REMOVED NOTES A, B, C, AND #4 AND REQUIREMENTS FOR OFF PAVEMENT
SS-4B	REMOVED NOTES 1 AND 5, REMOVED REBAR, CONTROL JOINTS REQ'T, ADDED ACP PATCH
SS-5	ADD STORM LOGO LID
SS-6	NO CHANGE
SS-7	REMOVED COILS, TREATED TIMBER, CONCRETE BLOCK AND 1-FOOT MEASUREMENTS
SS-8	REMOVED NOTE 6, CHANGED CDF TO BEDDING, ADDED SILICONE SEALANT
SS-9	NO CHANGE
SS-10	REMOVED "INSITU" FROM CALLOUTS
SS-11	NO CHANGE
W-1	CHANGED GALVANIZED PARTS TO POLY, ADDED PLACEMENT NOTE AND LOCATOR WIRE
W-2	ADDED PLACEMENT NOTES
W-3	CLARIFIED NO CHANGE IN DIRECTION
W-4	ADDED PLACEMENT NOTES
W-5	ADDED LOCATOR WIRE AND NOTE FOR USE, CHANGED PSI TO 250
W-6	ADDED NOTE FOR DEAD END RUNS
W-7	ADDED LOCATOR WIRE AND BOX REQUIREMENT
W-8	ADDED CDF NOTE
W-9	ADDED NOTE FOR 11-1/4 DEG. ELBOWS
W-10	NO CHANGE
W-11	REVISED LOCATOR WIRE LOCATION
W-12	NO CHANGE
W-13	ADDED LOCATOR WIRE
W-14	CHANGED TO CELLULAR READ AND POLY
W-15	ADDED MXU TO DETAIL
W-16	ADDED MXU TO DETAIL
W-17	ADDED MXU AND LOCATOR WIRE TO DETAIL
W-18	NO CHANGE
W-19	NO CHANGE
W-20	NO CHANGE
W-21	NO CHANGE
W-22	NO CHANGE
W-23	NO CHANGE
W-24	NO CHANGE
W-25	NO CHANGE
W-26	NO CHANGE
W-27	NO CHANGE

GENERAL DESCRIPTION OF 2024 CHANGES TO STANDARD DRAWINGS

STANDARD DRAWING NUMBER	REVISION
W-28	NO CHANGE
W-29	ADDED INSTALLATION NOTE
W-30	NO CHANGE
W-31	NO CHANGE
W-32	NO CHANGE
W-33	CHANGED GALVANIZED PARTS TO POLY, CHANGED TO 250 PSI
W-34	NO CHANGE
W-35	CHANGED GALVANIZED PARTS TO POLY
W-36	NO CHANGE
W-37	NO CHANGE
W-38	NO CHANGE
W-39	NO CHANGE
W-40	NO CHANGE
W-41	NO CHANGE
W-42	NO CHANGE
W-43	NO CHANGE
W-44	NO CHANGE
W-45	NO CHANGE
W-46	NO CHANGE
W-47	NO CHANGE
W-48	NO CHANGE
W-49	ADDED LOCATOR WIRE
W-50	ADDED
W-51	ADDED
W-52	ADDED
W-53	ADDED

**CITY COUNCIL
STAFF REPORT**

DATE: OCTOBER 15, 2024

FROM: TODD FEUSIER – STREETS & ENGINEERING DIRECTOR

SUBJECT: CONTRACT WITH THORCO, INC., FOR THE GOVERNMENT WAY
SIGNAL AND ADA IMPROVEMENTS PROJECT

=====

DECISION POINT: Should Council accept the bid of, and approve a contract with, Thorco, Inc., for the Government Way Signal and ADA Improvements Project in the amount of \$2,331,437.00?

HISTORY: City Council approved a contract with Welch Comer Engineers in August of 2023 to begin design of traffic signal and ADA improvements for the Government Way corridor and to prepare a Strategic Initiatives grant application for the City. A \$4,820,000 grant was awarded to the City and an MOU with the Idaho Transportation Department was approved by City Council in May of 2024. The project was advertised for two weeks in August and one bid was received from Thorco, Inc., on August 28, for a total of \$2,331,437, including both Add Alternates. This bid can be approved and a contract awarded, leaving enough funds available for engineering services and signal components. Any unused funds are to be returned to ITD upon project completion.

FINANCIAL ANALYSIS: All anticipated project costs would be funded with the awarded Strategic Initiatives grant. Any unused funds are to be returned to ITD upon project completion.

PERFORMANCE ANALYSIS: Acceptance of the bid and award of this contract will allow Thorco, Inc., to begin work this winter, with an anticipated completion in the spring of 2025.

DECISION POINT/RECOMMENDATION: Council should accept the bid of, and approve a contract with, Thorco, Inc., for the Government Way Signal and ADA Improvements Project in an amount not to exceed \$2,331,437.00.

RESOLUTION NO. 24-085

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING THE BID OF, AND AWARDING THE CONTRACT TO, THORCO, INC., FOR THE GOVERNMENT WAY SIGNAL AND ADA IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED \$2,331,437.00.

WHEREAS, the City heretofore duly advertised invitation for bids for the Government Way Signal and ADA Improvements Project in Coeur d'Alene, Idaho, and said bids were opened as provided in said advertisement in the office of the City Clerk on Wednesday the 28th day of August, 2024; and

WHEREAS, the lowest responsive bid received was that of Thorco, Inc., in the amount of Two Million Three Hundred Thirty-One Thousand, Four Hundred Thirty-Seven and No/100s dollars (\$2,331,437.00); and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the bid of Thorco, Inc., in an amount not to exceed \$2,331,437.00, for the Government Way Signal and ADA Improvements project be and the same is hereby accepted.

BE IT FURTHER RESOLVED that the City enter into a contact with Thorco, Inc., in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said contract provided that the substantive provisions of the 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 15th day of October, 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 _____.

CONTRACT
For
GOVERNMENT WAY SIGNAL AND ADA IMPROVEMENTS

THIS CONTRACT is made and entered into this 15th day of October, 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 the “**CITY**,” and **THORCO, INC.**, a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at 4950 N. Manufacturing Way, Coeur d’Alene, Idaho, hereinafter referred to as “**CONTRACTOR**.”

WITNESSETH:

WHEREAS, the **CONTRACTOR** has been awarded the contract for the GOVERNMENT WAY SIGNAL AND ADA IMPROVEMENTS pursuant to contract documents on file in the office of the City Clerk of the **CITY**, which contract documents are incorporated herein by reference.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

For and in consideration of the covenants and agreements to be made and performed by the **CITY**, as hereinafter set forth, the **CONTRACTOR** shall complete improvements as set forth in the said contract documents described above in the **CITY**, furnishing all labor and materials therefor according to said contract documents and under the penalties expressed in the performance bond bearing even date herewith, and which bond with said contract documents are hereby declared and accepted as parts of this contract. All 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 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 that at least thirty (30) days’ written notice shall be given to the **CITY** prior to cancellation of the policy, and said certificate 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 Worker's Compensation coverage required herein, upon request.

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 Million, Three Hundred Thirty-one Thousand, Four Hundred Thirty-seven and no/100 Dollars (\$2,331,437.00).

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 the **CONTRACTOR** has provided a copy of the completed and approved request for tax release (ID CR-3).

The number of working days allowed for completion of the Contract work shall be 125 working days. Days where the only work is traffic control, sweeping, or covering utilities do not count toward working 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 specified time limits, the **CONTRACTOR** shall pay to the **CITY** or have withheld from monies due, liquidated damages at the rate of One Thousand Five Hundred Dollars (\$1,500) per calendar day, which sums shall not be construed as a penalty.

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

Pursuant to Idaho Code § 67-2359, 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.

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 the **CONTRACTOR** is liable.

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

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

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

- A) Advertisement For Bids
- B) Bidding Information
- C) Bid Proposal
- D) Bid Bond
- E) Bidding Forms as Required
- F) Contract
- G) Labor and Materials Payment Bond
- H) Performance Bond
- I) Notice of Award
- J) Notice to Proceed
- K) Change Order
- L) General Conditions
- M) Technical Specifications
- N) Special Provisions
- O) Plans
- P) Addenda No. _____, dated _____, _____

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

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

CITY OF COEUR D'ALENE,

THORCO, INC.:

Woody McEvers, Mayor

By: _____

Its: _____

ATTEST:

Renata McLeod, City Clerk

**CITY COUNCIL
STAFF REPORT**

DATE: OCTOBER 15, 2024

FROM: TODD FEUSIER – STREETS & ENGINEERING DIRECTOR

SUBJECT: APPROVAL FOR SOLE SOURCE PURCHASE OF TRAFFIC SIGNAL EQUIPMENT

=====

DECISION POINT: Should Council declare that there is only one vendor reasonably available for the purchase of traffic signal equipment for the Government Way Signal Improvement project, direct the City Clerk to publish notice of the sole source procurement, and authorize the purchase of the equipment from Western Systems at least fourteen (14) days from the date of publication?

HISTORY: The Streets & Engineering Department maintains over 50 traffic signals throughout the City of Coeur d’Alene. All of our traffic signals use the same equipment (signal faces, controllers, conflict monitors, etc.) for compatibility and availability of service. Many of the component parts are configured to operate with other specific component parts, making it infeasible to accept substitutes that would inevitably occur through the bidding process. This compatibility allows the signals to communicate with each other which will provide coordination along a corridor and makes replacing parts seamless when maintenance is needed. And, it is critical that the supplier be located close to Coeur d’Alene in order to provide timely response to equipment failures. Western Systems is the only vendor in our region that supplies the brands and types of traffic signal products that are used in all of our signals. The City, therefore, intends to purchase the needed traffic signal equipment from Western Systems to be utilized for the Government Way Signal Improvement project. The Streets & Engineering Department intends to purchase the signal equipment and provide it to the low bidder for installation on this project.

FINANCIAL ANALYSIS: The City’s cost for this signal equipment is not to exceed \$1,500,000, which is provided through a \$4,826,000 Strategic Initiatives grant from the Idaho Transportation Department.

PERFORMANCE ANALYSIS: Approval of this sole source purchase will allow the City to purchase the equipment for contractor installation without compatibility issues.

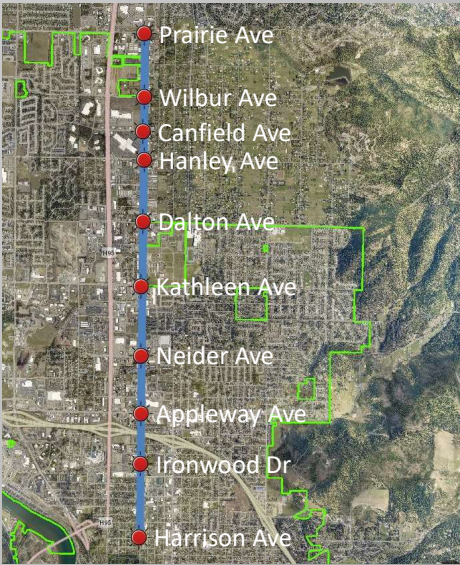
DECISION POINT/RECOMMENDATION: Council should declare that there is only one vendor reasonably available for the purchase of traffic signal equipment for the Government Way Signal Improvement project, direct the City Clerk to publish notice of the sole source procurement, and authorize the purchase of the equipment from Western Systems at least fourteen (14) days from the date of publication.

Government Way Signal and ADA Improvements



October 15, 2024

Government Way Signal and ADA Improvements



Government Way Signal and ADA Improvements

Strategic Initiatives Program Local Transportation Grant Program Award

Project Timeline:

- Preliminary Design Started: August 2023
- Grant Application Submitted: August 2023
- Grant Awarded: January 2024
- Final Design Started: March 2024
- Final Design Completed: August 2024
- Grant Funds Released: September 2024
- Bids Opened: September 2024
- Construction: Spring 2025

Government Way Signal and ADA Improvements



Grant Award Funding Allocation

- Grant Amount: \$4,826,000
- Final Design Cost: \$450,000
- Signal Equipment Cost: \$1,500,000
- Bid Price: \$2,331,437
- Contingency Remaining: \$544,563

Government Way Signal and ADA Improvements



Planned Upgrades:

- New Pedestrian Ramps
- New Signal Heads
- New Pedestrian Signal Heads
- New Pedestrian Push-buttons
- New Detection
- New Signal Controllers
- New Signal Cabinets
- New Radio Communication
- Corridor Coordination

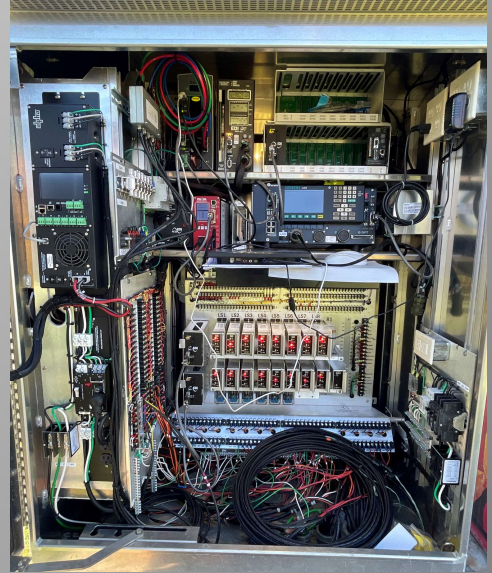
Government Way Signal and ADA Improvements

Questions?

Government Way Signal and ADA Improvements

Sole Source Purchase Request:

- Compatibility
- Expandability
- Maintenance
- Service



Government Way Signal and ADA Improvements

Questions?

RESOLUTION NO. 24-086

A RESOLUTION OF THE CITY OF COEUR D'ALENE, IDAHO, AUTHORIZING THE SOLE SOURCE PROCUREMENT OF TRAFFIC SIGNAL EQUIPMENT FROM WESTERN SYSTEMS FOR THE GOVERNMENT WAY SIGNAL IMPROVEMENT PROJECT, AND DIRECTING THE CITY CLERK TO PUBLISH THE NOTICE OF A SOLE SOURCE PROCUREMENT AS REQUIRED BY IDAO CODE § 67-2808(2).

WHEREAS, Idaho Code § 67-2808(2) authorizes the City Council of the City of Coeur d'Alene to authorize sole source procurements where there is only one vendor or source for an item reasonably available; and

WHEREAS, the City maintains over 50 traffic signals throughout the City, all using the same equipment (signal faces, controllers, conflict monitors, etc.) which allows the signals to communicate with each other, providing coordination along a corridor and makes replacing parts seamless when maintenance is needed; and

WHEREAS, many of the component parts are configured to operate with other specific component parts, making it infeasible to accept substitutes that would inevitably occur through the bidding process; and

WHEREAS, it is critical that the supplier be located close to Coeur d'Alene in order to provide timely response to equipment failures; and

WHEREAS, Western Systems is the only vendor in our region that supplies the brands and types of traffic signal products that are used in all of our signals; and

WHEREAS, Western Systems provided the only proposal and the proposal met the City's required design, customization, and layout requirements, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

WHEREAS, Western Systems, meets the requirements for a sole source procurement as it is the only vendor of traffic signal equipment reasonably available.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene, Idaho, that Western Systems, is the only vendor reasonably available to purchase the traffic signal equipment.

BE IT FURTHER RESOLVED that the City Clerk is directed to publish the notice of a sole source procurement as required by I.C. § 67-2808(2).

BE IT FURTHER RESOLVED that the City may purchase the traffic signal equipment from Western Systems at least fourteen (14) days after the required publication.

DATED this 15th day of October, 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 GABRIEL	Voted
COUNCIL MEMBER MILLER	Voted
COUNCIL MEMBER EVANS	Voted
COUNCIL MEMBER GOOKIN	Voted
COUNCIL MEMBER WOOD	Voted

_____ was absent. Motion _____.

**CITY COUNCIL
STAFF REPORT**

Date: October 15 2024
From: Troy Tymesen, City Administrator
Subject: Fiscal 2024-2025 Public Transit Funding Agreement

Decision Point: Should Council approve a one-year agreement which provides for the City's portion of funding for the public transportation system within the urbanized area of Kootenai County, also called the Kootenai County Public Transportation System (Citylink North)?

History: The 2000 census designated the cities of Coeur d'Alene, Post Falls, Hayden, Huetter, and Dalton Gardens as an urbanized area within Kootenai County. The Kootenai County Transit System encompasses the Citylink Fixed Route service, in partnership with the Coeur d'Alene Tribe, the Cities of Coeur d'Alene, Post Falls, Hayden, Dalton Gardens, and Huetter, and provides regular fixed-route service on three routes. Citylink Paratransit Service also provides origin-to-destination complementary service within a 3/4 mile area of the fixed routes, as well as a supplemental "Ring-a-Ride" service for seniors over the age of 65 and people with disabilities who are outside of the paratransit service area.

Ring-a-Ride is a special service which uses lift-equipped cutaway buses to transport people with mobility limitations that prevent them from using Kootenai County Public Transportation regular fixed-route bus service.

The Kootenai County Board of Commissioners oversees the public transportation function. All public transportation service is provided free to the public thanks to the generosity of funding partners. Last year the service provided services to approximately 100,000 riders.

Financial Analysis: The City is being asked to help fund the system in the amount of \$104,298, which is in the recently adopted financial plan, representing a 3% increase from last year. The appropriation can be found in General Ledger #001-018-4211-4810. The City's portion is based on its population within the urbanized area. This money is being used as a match for funds from the Federal Transit Administration (FTA). Funding covers operations, maintenance, vehicle procurements, and administration of the system.

Performance Analysis: The Citylink fixed route service provides three (3) routes within the urbanized area. Citylink also provides the service of the Specialized Needs Recreation Van that was acquired with grant funds. Kootenai Health provides paratransit service for medical trips. Kootenai County contracts a private transit service contractor to provide services under the Americans with Disabilities Act (ADA).

Decision Point: Council should approve the one-year agreement which provides for the City's portion of funding for the public transportation system within the urbanized area of Kootenai County, also called the Kootenai County Transit System (Citylink North).

RESOLUTION NO. 24-087

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A ONE-YEAR AGREEMENT WITH KOOTENAI COUNTY WHICH PROVIDES FOR THE CITY'S SHARE OF FUNDING FOR THE PUBLIC TRANSPORTATION SYSTEM WITHIN THE URBANIZED AREA OF KOOTENAI COUNTY, ALSO CALLED THE KOOTENAI COUNTY PUBLIC TRANSPORTATION SYSTEM (CITYLINK NORTH).

WHEREAS, the City Administrator of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene approve a one-year agreement with Kootenai County which provides for the City's portion of funding for the public transportation system within the urbanized area of Kootenai County, also call the Kootenai County Transportation System (Citylink North), pursuant to terms and conditions set forth in an Agreement, a copy of which is attached hereto as Exhibit "A" and by reference made a part hereof; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City approve a one-year agreement with Kootenai County which provides for the City's portion of funding for the public transportation system within the urbanized area of Kootenai County, also call the Kootenai County Transportation System (Citylink North), in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said Agreement to the extent the substantive provisions of the Agreement remain intact.

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

DATED this 15th day of October, 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 WOOD Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GABRIEL Voted

_____ was absent. Motion _____.

Kootenai County Public Transportation

PUBLIC TRANSPORTATION LETTER OF AGREEMENT

THIS AGREEMENT is entered into between the County of Kootenai, hereinafter “COUNTY” and the City of Coeur d’Alene, hereinafter “CITY”, and shall be effective on October 1, 2024 after all parties have affixed their signatures to this Agreement.

WHEREAS, the Urbanized Area Formula Funding program (49 U.S.C. 5307) makes federal resources available to Kootenai County;

WHEREAS, federal funds under a Federal Transit Administration (FTA) grant are available to provide public transportation services; and

WHEREAS, the COUNTY is a direct recipient of Federal Transit Administration (FTA) 5307 funds; and

WHEREAS, having access to public transportation is a benefit to the citizens within the Urbanized Area; and

WHEREAS, municipalities within the urbanized area are authorized to participate in the funding of public transportation;

NOW THEREFORE, It is agreed as follows:

1. The COUNTY is the legal authority to receive and dispense federal funds for planning, engineering, design and evaluation of transit projects and other technical transportation-related studies; capital investments in bus and bus-related activities such as replacement, overhaul and rebuilding of buses, crime prevention and security equipment and construction of maintenance and passenger facilities; and capital investments in rolling stock, overhaul and rebuilding of vehicles, communications, and computer hardware and software. In addition, the COUNTY may receive and dispense federal funds for associated transit improvements, certain expenses associated with mobility management programs, all preventive maintenance, and some Americans with Disabilities Act complementary paratransit service costs.
2. The CITY agrees to provide funding in the amount of \$104,298 (One Hundred and Four Thousand, Two Hundred and Ninety Eight Dollars) as part of the match that is required for USDOT/FTA grants for the fiscal year beginning on October 1, 2024 and ending on September 30, 2025. The CITY further agrees to provide one-half of said funding on or before the 29th day of February 2025, with the balance due no later than the 31st day of July 2025.

Kootenai County Public Transportation

IN WITNESS WHEREOF, the parties hereto have affixed the signature of their duly authorized official.

ATTEST:

Leslie Duncan, Chairman
Kootenai County Commissioners

Date

Jennifer Locke, County Clerk

ATTEST:

Woody McEvers, Mayor
City of Coeur d'Alene, Idaho

Date

Renata McLeod, City Clerk

**CITY COUNCIL
STAFF REPORT**

DATE: October 15, 2024
FROM: Troy Tymesen, City Administrator
SUBJECT: Assignment and Extension of Coeur d’Alene Garbage Contract

DECISION POINT: Should Council consent to the assignment of the Solid Waste Services Contract by Northern State PAK, LLC, d/b/a Coeur d’Alene Garbage Services, to Allied Waste Services of North America, LLC? Should Council accept the two (2) optional three-year extensions of the Solid Waste Services Contract?

HISTORY: The Solid Waste Services Contract (hereinafter the “Contract”) with Northern State PAK, LLC, d/b/a Coeur d’Alene Garbage Services (hereinafter “CDA Garbage”), was effective as of July 1, 2016. The term was for ten (10) years with two (2) optional three-year extensions. *See* Section 2.2 of the Contract. CDA Garbage has perform well under the Contract and has met the City’s expectations. Recently, the owner of CDA Garbage contacted the City and indicated that he was selling his company to Allied Waste Services of North America, LLC, (hereinafter “Allied”), which is a part of Republic Services, Inc. As part of that sale, CDA Garbage desires to assign the Contract, as well as its contracts with other cities in the area, to Allied. Contracts are generally assignable. The Contract in this case does not explicitly require the City’s consent to the assignment, but such consent is implied in Section 5.1 which states that consent is not required for assignments to an *affiliate* of CDA Garbage. However, consent cannot be arbitrarily or unreasonably withheld. *See Funk v. Funk*, 102 Idaho 521 (1981).

Allied Waste Industries, Inc., was founded in 1988 and is headquartered in Phoenix, Arizona. It is a leader in the solid waste industry, serving more than 10 million customers in 37 states. In 1999, it became the second largest solid waste management company in the United States with its purchase of Browning-Ferris Industries. In 2008, it was itself purchased by Republic Services, Inc., but continues to do business in this area as Allied Waste Services of North America, LLC. Allied has the resources, including finances and personnel, and the willingness to continue servicing the City at a high level. In fact, the intent is to offer employment to CDA Garbage employees to ensure a seamless transition. Thus, there appears to be no articulable reason to withhold consent for this assignment.

Section 2.2 of the Contract states: “The Contract shall become effective on July 1, 2016. The term of the contract shall be for ten (10) years with two options to renew for three years each (sixteen (16) years total).” There is no provision in the Contract which states when the optional extensions must be exercised. Therefore, it is permissible to exercise the options at this time. There is no provision in the Contract which allows the City to object to or prevent the exercise of the options. Therefore, the contractor under the Contract has a right to the two (2) three-year

extensions unless the City has reason to cancel the Contract for “failure of performance.” *See* Section 5.7 of the Contract. The exercise of the optional extensions means that the Contract will end on June 30, 2032. At that time, the City will have to proceed to a new Request for Proposals or formal bid process.

FINANCIAL ANALYSIS: The consent to the assignment and acceptance of the contract extensions will have no financial impact on the City as the Contract will remain in full force and effect under Allied. On the other hand, if the City does not consent to the assignment or accept the extensions, the City may incur significant costs associated with the RFP or formal bid process, together with a new contract encompassing increased costs and different terms.

PERFORMANCE ANALYSIS: The Contract will continue to govern the relationship between the City and Allied. Allied will assume all of the duties, responsibilities, and liabilities of CDA Garbage. Staff anticipates that the public will continue to see a high level of service with no interruption.

DECISION POINT/RECOMMENDATION: Council should consent to the assignment of the Solid Waste Services Contract by Northern State PAK, LLC, d/b/a Coeur d’Alene Garbage Services, to Allied Waste Services of North America, LLC, and accept the two (2) optional three-year extensions of the Solid Waste Services Contract.

RESOLUTION NO. 24-088

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, CONSENTING TO THE ASSIGNMENT OF THE CITY'S SOLID WASTE SERVICES CONTRACT WITH NORTHERN STATE PAK, LLC, D/B/A COEUR D'ALENE GARBAGE SERVICE, TO ALLIED WASTE SERVICES OF NORTH AMERICA, LLC; AND EXERCISING THE OPTIONAL EXTENSIONS OF THE SOLID WASTE SERVICES CONTRACT.

WHEREAS, on April 19, 2016, the City entered into a Solid Waste Services Contract (the "Contract") with Northern State Pak, LLC, d/b/a Coeur d'Alene Garbage Service, for the purpose of providing solid waste collection and recycling for residents of the City, and the Contract was amended on July 17, 2018, June 4, 2019, August 4, 2020, and May 7, 2024, with respect to recycling; and

WHEREAS, Northern State Pak, LLC, d/b/a Coeur d'Alene Garbage Service, has notified the City of an agreement whereby it will transfer its operations to Allied Waste Services of North America, LLC, in Coeur d'Alene and other jurisdictions; and

WHEREAS, Northern State Pak, LLC, d/b/a Coeur d'Alene Garbage Service, desires to assign the Contract to Allied Waste Services of North America, LLC, and Allied Waste Services of North America, LLC, desires to accept the assignment of the Contract; and

WHEREAS, Northern State Pak, LLC, d/b/a Coeur d'Alene Garbage Service, and Allied Waste Services of North America, LLC, also desire to exercise the option to renew the Contract for two additional three-year terms, through June 30, 2032, to make the transfer feasible; and

WHEREAS, Allied Waste Industries, Inc., founded in 1988 and headquartered in Phoenix, Arizona, is a leader in the solid waste industry, serving more than 10 million customers in 37 states. In 1999, it became the second largest solid waste management company in the United States with its purchase of Browning-Ferris Industries and, in 2008, it was purchased by Republic Services, Inc., and continues to do business as Allied Waste Services of North America, LLC; and

WHEREAS, the City Administrator of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene consent to the assignment of the Contract with Northern State Pak, LLC, d/b/a Coeur d'Alene Garbage Service, to Allied Waste Services of North America, LLC; and

WHEREAS, the City Administrator of the City of Coeur d'Alene has also recommended that the City of Coeur d'Alene approve the extension of the Contract for the two optional three-year terms, through June 30, 2032; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to consent to the assignment and extend the Contract.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City consents to the assignment of the Contract with Northern State Pak, LLC, d/b/a Coeur d'Alene Garbage Service, to Allied Waste Services of North America, LLC.

BE IT FURTHER RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City approves the extension of the Contract for the two optional three-year terms, through June 30, 2032.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and they are hereby authorized to execute any agreement or documents on behalf of the City necessary to effectuate the assignment and Contract extension.

DATED this 15th day of October, 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 ENGLISH Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.