

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

AGENDA

VISION STATEMENT

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

NOTE: The City is utilizing Governor Little's Stage 2 Rebound Idaho guidance for its public meeting. As such, we are abiding by the social distancing standard of 6' within the physical meeting room, and limiting gatherings to 10 people, seating will be first come first serve. Therefore, we are still encouraging the public to participate electronically. While participating electronically the public comments will be taken during that section of the meeting by indicating a raised hand through the Zoom meeting application. Public comments will not be acknowledged during any other time in the meeting. Additionally, you may provide written public comments to the City Clerk at renata@cdaid.org any time prior to 4:00 p.m. the day of the meeting.

*The meeting will be aired on Zoom meeting network with the following options:
<https://zoom.us/s/94769910634> Password: 522103 or Dial: US: +1 346 248 7799 or +1 646 518 9805 or 877 853 5257 (Toll Free) or 888 475 4499 (Toll Free)*

Live viewing options include Facebook Live and YouTube, and is rebroadcast on Spectrum Cable channel 1301 and on YouTube through a link on the city's website (www.cdaid.org).

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

February 2, 2021: 6:00 p.m.

A. CALL TO ORDER/ROLL CALL:

B. INVOCATION: Pastor Chris Lauri with Anthem CDA.

C. PLEDGE OF ALLEGIANCE:

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

E. PUBLIC COMMENTS: (Each speaker will be allowed a maximum of three (3) minutes to address the City Council on matters that relate to City government business. Please be

advised that the City Council can only take official action this evening for those items listed on the agenda.)

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

F. ANNOUNCEMENTS:

1. **City Council**
2. **Mayor**

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

1. Approval of Council Minutes for the January 19, 2021 Council Meeting.
2. Approval of General Services/Public Works Subcommittee Minutes for the January 25, 2021 Meeting.
3. Setting of General Services/Public Works Committee Meeting for February 8, 2021.
4. Approval of Bills as Submitted.
5. **Resolution No. 21-006** –
 - a. Approval of Vista Meadows First Addition: Final Plat, Acceptance of Improvements, Subdivision Maintenance/Warranty Agreement and Security
 - b. Approval of Vista Meadows First Addition Landscape Work Agreement and Security

As Recommended by the City Engineer

- c. Approval of the Purchase of a 750 KW Generator for the Huetter Well from Western States CAT in the amount of \$166,650.00. Pursuant to the Procurement Policy adopted by Res. No. 17-061
- d. Accept the Bid of and Approve the award of a Contract to Brite Computers for the Purchase of 17 Getac V110 Laptop Computers, 17 Getac DVR/In-Car Camera Systems, and 75 Getac BWC Systems, including Mounting Hardware, Required Software, and Extended Warranties in the amount of \$200,145.50

As Recommended by the General Services/Public Works Committee

H. OTHER BUSINESS:

1. **Resolution No. 21-007** - Approval of award of bid to R.B. Wilbur, Co. and authorization to purchase a hot water boiler replacement.

Staff Report by: Mike Becker, Wastewater Capital Program Manager

2. **Resolution No. 21-008** - Approval of Change Order No. 1 to the contract with Specialty Pump Services, Inc., in the amount of \$45,760.00 for the Rehabilitation of the Atlas Well and approve spending authority up to \$17,500 should further maintenance be necessary.

Staff Report by: Terry Pickel, Water Department Director

I. PUBLIC HEARING:

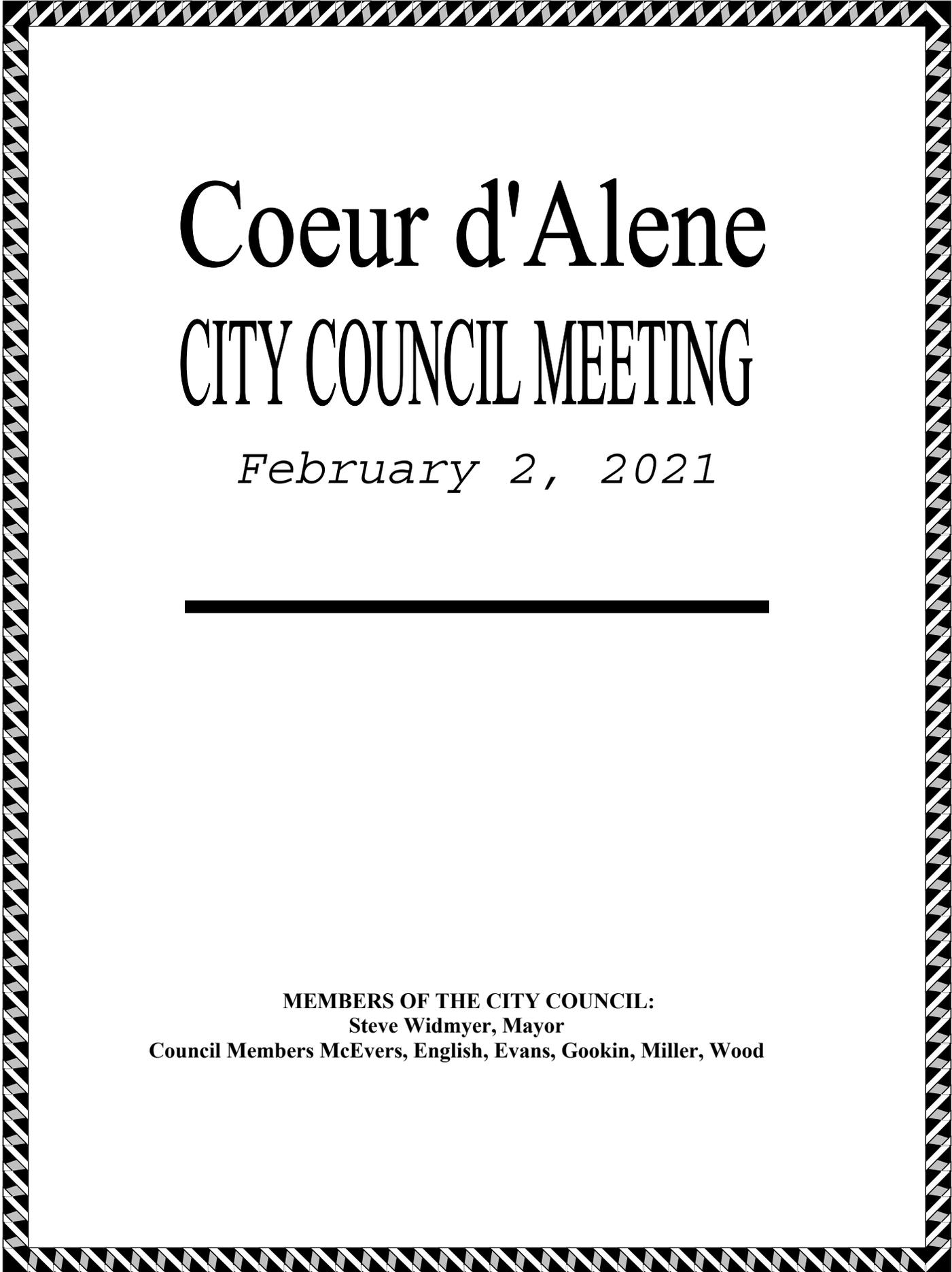
1. Legislative - V-20-07, Vacation of a portion of undeveloped right-of-way adjoining the southerly boundary of Tract 328 of the Amended Plat of Hayden Lake Irrigated Tracts in the City of Coeur d'Alene by applicant John A. Beutler, Vista Meadows, LLC

Staff Report by: Dennis Grant, Engineering Project Manager

- a. **Council Bill No. 21-1002-** Approval of the Vacation of a portion of undeveloped right-of-way adjoining the southerly boundary of Tract 328 of the Amended Plat of Hayden Lake Irrigated Tracts in the City of Coeur d'Alene.

J. RECESS to February 8, 2021 at 5:30 p.m. in the Library Community Room, located at 702 E. Front Avenue for a workshop regarding Envision Coeur d'Alene, Comprehensive Plan Update.

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



Coeur d'Alene

CITY COUNCIL MEETING

February 2, 2021

MEMBERS OF THE CITY COUNCIL:

Steve Widmyer, Mayor

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

CONSENT CALENDAR

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

January 19, 2021

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room January 19, 2021, at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

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

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

INVOCATION: Pastor David Bond with Compel Community Church provided the invocation.

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

PUBLIC COMMENTS:

David Lyons, Coeur d'Alene, spoke regarding the proposed planning code amendments. He felt that there were several substantial amendments that were not just housekeeping items. Specifically, there is a change proposed that gives the Planning Commission the power over R-34 density with no Council oversight. He believes that the Planning Commission should only have authority over a density increase in R-17, C-17, or C-17L. He felt that developers want height that is allowed in the R-34 zone, which would be up to 64 feet. The developer needs the R-34 zoning in order to get the 64 feet height, which can only be granted by the City Council, unless this code is approved. He noted the example of the old Social Security building, that was requested to be R-34 in the middle of Garden District, that was approved by the Planning Commission, but the Council reversed that decision. He provided an example of the Rivers Edge development, wherein many citizens throughout the community spoke against the project, but under the new code none of those people would be able to appeal. He requested the Council reject sections 3 and 4 of the proposed Council Bill.

Stewart Howe, Sandpoint, complimented the City on how they are handling the mask issue. He likes the kindness and sensibility he has seen in the community.

COUNCIL COMMENTS:

Councilmember Miller noted that she recently attended a meeting with ignite and Rotary regarding the Sherman Park. They are outlining who is responsible for what and expect that improvements will be completed within the 2021-2022 season. Additionally, the local Red Hot Mommas dance group were invited to perform during the virtual inaugural parade.

Councilmember McEvers noted that the Mayor walked 300 miles and earned \$1,000 during the competition, which he donated to the Lake City Senior Center. The Mayor noted the competition was a walking challenge from Blue Cross of Idaho.

Renata McLeod introduced Sherrie Badertscher, who is the newly hired Executive Assistant in Administration and invited Council to stop by and introduce themselves when they are at City Hall.

City Administrator Troy Tymesen noted that the City is collecting data regarding the wind storm that took place on January 13, 2021. The community has helped in many ways, especially reporting outages and trees that have fallen. The City continues to move trees out of the road and have opened 90% of City roads to date. The cemetery has had many trees fall and is currently closed due to unsafe conditions. Staff is working on determining the level of damage to the dike road and securing the levee. He noted that two (2) buildings were damaged; Fire Station No. 1 and the Jewett House. The insurance adjuster is expected to come out this week. City crews have picked up approximately 100 truckloads of debris. Mr. Tymesen noted that the Water, and Parks and Recreation Department employees are all working to cut up the trees and assisting with clean-up in addition to the Streets Department. Councilmember Wood thanked staff for the communication during this event and noted that the college is willing to assist where they can.

Mayor Widmyer asked for confirmation of the appointment of Jim Windisch to the Library Board.

MOTION: Motion by Evans, seconded by McEvers to appoint Jim Windisch to the Library Board. **Motion carried.**

CONSENT CALENDAR:

1. Approval of Council Minutes for the January 5, 2021 Council Meeting.
2. Approval of General Services/Public Works Committee Minutes for the January 11, 2021 Meeting.
3. Approval of Bills as Submitted.
4. Approval of Financial Report.
5. Setting of General Services/Public Works Committee Meeting for Monday, January 25, 2021 at 12:00 noon.
6. Setting of a Public Hearings:
 - a. February 2, 2021 - V-20-07, Vacation of a portion of undeveloped right-of-way adjoining the southerly boundary of Tract 328 of the Amended Plat of Hayden Lake Irrigated Tracts in the City of Coeur d'Alene.

- b. February 16, 2021- Community Development Block Grant Annual Action Plan for Plan Year 2021.
- 7. Approval of SS-20-14c, Mill Place Townhouses, Final Plat.
- 8. **Resolution No. 21-004** - A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE APPROVAL OF AN AMENDMENT TO PERSONNEL RULE 27 – FLSA EXEMPT EMPLOYEES; AND APPROVAL OF AN UPDATED CORONAVIRUS (COVID-19) POLICY REGARDING PAID LEAVE SPECIFICALLY RELATED TO THE PANDEMIC.

MOTION: Motion by McEvers, seconded by Miller, to approve the Consent Calendar as presented, including **Resolution No. 21-004**.

DISCUSSION: Councilmember McEvers asked if the City was requiring staff to get the vaccination and/or if it would change any leave coverage. Ms. Tosi explained the vaccination is not in the policy and the City is not mandating the vaccinations.

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

COUNCIL BILL NO. 21-1001

AN ORDINANCE AMENDING THE FOLLOWING SECTIONS OF THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO: 16.05.050, 16.25.050, 17.02.030, 17.05.330, 17.05.455, 17.05.560, 17.06.015, 17.06.660, 17.06.830, 17.07.320, 17.07.945, 17.08.945, 17.08.955, 17.09.125, 17.09.340, 17.09.472, 17.09.710, 17.44.050, 17.44.090, 17.44.170, 17.44.220, AND 17.44.225, TO REVISE THE DEFINITION OF "AFFECTED PERSON OR AGGRIEVED PARTY," TO CLARIFY THE APPEALS PROCESS, AND TO MAKE VARIOUS TECHNICAL CHANGES FOR CONSISTENCY AND CLARIFICATION; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY AND PROVIDING AN EFFECTIVE DATE.

STAFF REPORT: Community Planning Director Hilary Anderson explained that the City's Subdivision and Zoning Ordinances need regular review and updates to ensure consistency. The proposed edits to Title 16 and Title 17 are housekeeping edits that will clean up inconsistencies with regard to how the appeal process works and clean up old references to a male planning director. There are also proposed amendments to clarify performance standards in some of the zoning districts. There are also inconsistencies between the Zoning Ordinance and the Commercial Design Guidelines with regard to landscape buffering when adjacent to a residential use versus a residential zone. Staff is bringing forward updates to clean up these sections of the Municipal Code and the Commercial Design Guidelines. She noted that the Planning Commission heard both items at the December 8, 2020 meeting and unanimously recommended approval. Title 16 amendments include that the appeal timing will be based on the date of mailing the notice of decision rather than date of publication. Title 17 amendment highlights included that the aggrieved or affected party definition is being clarified using language from the State Statutes related to standing for an appeal; clarifying the R-34 zoning district to make it

clear that it is only available through the special use permit process and that it does provide the increased height in addition to the increased density; and clarifying that schools are not relevant if it is an adult only apartment complex, but park proximity would be a consideration; clarifying the maximum height for a single-family home built in an MH-8 zoning district. Several clarifying site performance standards for C-17 including side and rear setbacks and allowing for horizontal mixed-use projects to have setbacks associated with the various uses. Additional clarifications to height standards for ADUs and buffer yard regulations were made. Commercial Design Guideline amendments include Residential/Parking Lot screening that the buffering is required when a site abuts a residential district or residential use. Ms. Anderson noted that the code approved in 1982 referenced the multi-family height allowance, which was not clearly noted in the code and this will make it clear within the special use permit process.

DISCUSSION: Councilmember Wood asked why they are proposing to change the appeal period to the date of the mailing, as there is no means to know when it is received. Ms. Anderson noted that it is changed in other places in the code and the appeal period is based on the date it is mailed out. Deputy City Attorney Randy Adams noted that publications can get expensive and under the proposed code we are mailing the decision to the applicant. Ms. Anderson noted the timeline for the appeal is 10 days. Councilmember Gookin suggested the language be changed to say the appeal must be made within 10 days of the letter being mailed out and questioned how this would benefit the public. Ms. Anderson noted that it is equally the same as those that are interested in the project are already following its progress. Councilmember Gookin and Mayor Widmyer suggested they include an announcement at the beginning of the meeting, where an appeal would be applicable and what the appeal process would be. Councilmember Wood explained that most people believe that citizens throughout the community have a stake in the projects, which is why she doesn't want to eliminate others' option to appeal. Councilmember English felt that someone should have standing in order to make an appeal, as there is a difference between those that are within so many feet of the project versus those on the other side of town. He felt that there is a separate issue regarding the height standard and felt there are a lot of concerns for development that have more height allowance. Councilmember Miller questioned the reference to the City in the code and asked whether it was meant to be the City Council or Planning Commission. Ms. Anderson clarified that the reference to the City means Planning Commission as they have the authority to approve the special use permits. Councilmember McEvers asked if there is a reason for the change to the appeal language. Ms. Anderson noted that there have been appeals over the years that have raised a flag and felt like this code should be reviewed. The Local Land Use Planning Act language is what staff is recommending in this code. Ms. Anderson explained that within the current code anyone in the city could file the appeal, including someone who is a competitor or has a disagreement with the developer. She reiterated that the language proposed comes from the Local Land Use Act. Councilmember Wood noted that she appreciates seeking consistency throughout the code; however, there are times when Council doesn't agree with the proposed changes. She noted that the City Council could determine the merit of the appeals and the citizens would not appreciate the standing being determined by the city, as there could be city-wide traffic flow issues, etc. Councilmember Gookin noted that he doesn't like the fact that it removes the Council's ability to have a say and doesn't believe there is a flaw in the code.

MOTION: Motion by Gookin seconded by Miller to table this item.

DISCUSSION: Councilmember Wood concurred with tabling this item, but appreciates efforts by staff. Mayor Widmyer questioned if they could pull out the sections of the code that need to be re-written and approve the rest. Councilmember Evans asked if it would be helpful if just the appeal portion was tabled. Ms. Anderson confirmed it would be helpful to move the other amendments forward. Councilmember Miller agreed that they could bring the other items forward and later determine what they wanted to do with the appeal and affected party sections. Mayor Widmyer asked why the appeal doesn't start from the date the decision is made. Mr. Adams noted that the Local Land Use Planning Act speaks to the mailing of the notice to the applicant but Council could make a change to what they would like within their appeal process. Mayor Widmyer requested that the date of the decision be included in the future code amendment. Councilmember English said he would like to see the Council vote on this item tonight.

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

DISCUSSION: Ms. Anderson asked for more clarification. Councilmember Gookin noted that he would like additional information as to why the changes are being recommended with examples. Councilmember Evans asked if the Association of Idaho Cities could provide additional guidance. Councilmember Wood would like to stay with the current code language. Mayor Widmyer suggested that the item be brought back the second meeting in February.

RESOLUTION NO. 21-005

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTION I(F) OF THE COMMERCIAL DESIGN GUIDELINES (C-17& C-17L) OF THE CITY OF COEUR D'ALENE.

STAFF REPORT: Ms. Anderson reiterated this amendment clarifies the buffer yards adjacent to residential zones.

DISCUSSION: Councilmember Gookin asked to confirm that site guidelines are the only change to residential use. Ms. Anderson confirmed that was the only change.

MOTION: Motion by Evans, seconded by McEvers to approve **Resolution No. 21-005**.

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

RECESS: Motion by McEvers, seconded by Evans to recess to February 1, 2021 at 5:30 p.m. in the Library Community Room, located at 702 E. Front Avenue for a workshop regarding

Envision Coeur d'Alene, Comprehensive Plan Update. **Motion carried.**

The meeting adjourned at 6:57 p.m.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, CMC
City Clerk

DRAFT

January 25, 2021
GENERAL SERVICES/PUBLIC WORKS COMMITTEE
MINUTES
12:00 p.m., Library Community Room

COMMITTEE MEMBERS

Council Member Woody McEvers, Chairperson
Council Member Kiki Miller **ABSENT**
Council Member Dan Gookin

STAFF

Juanita Knight, Senior Legal Assistant
Kyle Marine, Assistant Director Water Department
Chief Lee White, Police Department
Randy Adams, Chief Civil Deputy City Attorney
Troy Tymesen, City Administrator

Item 1. Request to Approve of the purchase of a 750 KW Generator from Western States CAT for the Huetter Well, under an open procurement from another agency (Sourcewell), as allowed by the City's Procurement Policy in the amount of \$166,650.00.
(Consent Calendar)

Kyle Marine, Assistant Director Water Department, is requesting Council authorize the purchase of a 750 KW Generator through Western States CAT using an approved government purchasing program known as Sourcewell (which would constitute a "piggy-back" purchase under our procurement policy approved via Resolution No. 17-061). Mr. Marine explained in his staff report that the Huetter Well House is currently in design with Keller Associates. As a requirement of all new wells, it needs to have backup power so it can operate as a standalone system if needed. The Water Department has budgeted \$1,200,000.00 for the well construction. The funding source for this generator is from capitalization fees. We propose to use the government purchasing program, Sourcewell, that has completed the competitive bid process. The bid price for the proposed 750 KW generator is \$166,650.00. The proposed generator is sized to adequately run the 600-horsepower pump motor and related equipment at the new Huetter Well. The generator will have a sound attenuated enclosure to protect it from the elements and keep a decibel reading of 75 dba @ 23 feet. It will sit on a concrete pad on the north side of the building just inside the fence.

Councilmember McEvers asked if this fits into what the Water Department had budgeted. Mr. Marine said it does and said they actually have 1.2 million budgeted for the entire well site project.

MOTION: by Gookin, seconded by McEvers, to recommend that Council approve the Purchase of a 750 KW Generator for the Huetter Well from Western States CAT in the amount of \$166,650.00. Motion Carried.

Item 2. Request to Accept the Bid of and Approve the award of a Contract to Brite Computers for the Purchase of 17 Getac V110 Laptop Computers, 17 Getac DVR/In-Car Camera Systems, and 75 Getac BWC Systems, including Mounting Hardware, Required Software, and Extended Warranties in the amount of \$200,145.50.
(Consent Calendar)

Lee White, Police Chief, is requesting that Council allow the Police Department to purchase Getac equipment to include 17 Getac V110 laptop computers, 17 Getac DVR/in-car camera systems, and 75 Getac BWC systems including mounting hardware, required software, and extended warranties from Brite Computers, the lowest

bidder. It was explained in the staff report that mobile data networking systems have been in use with the Police Department since 2004. The Department has relied on Coban all in one computer/video systems and Viewu Body Worn cameras since 2012 and 2014. However, Coban no longer manufactures/supports the model used and Viewu was purchased by another company and service is reducing. In FY 2019-2020 staff started transitioning to Getac systems. The replacement of this equipment has been forecasted and being conducted in phases due to the cost of the equipment. The Department was approved in the FY 20-21 budget to purchase 14 systems to retrofit existing patrol vehicles and 3 systems to equip new vehicles. Fifty-four of the 75 Getac body worn cameras will be purchased using DOJ JAG grant funds from what was already approved by Council totaling \$28,403. The remainder of body worn cameras were forecasted and approved in the Department's operating budget. This project was put out to bid in December. The lowest price vendor who could complete the request was Upstate Wholesale Supply, Inc. dba Brite Computers for a total of \$200,145.50. The Department was diligent in looking at several vendors to ensure the expectations were met/exceeded. Other companies reviewed could not meet expectations/features already in use by the Department. Others required expensive contracts to utilize their cloud-based services that were too cost-inhibitive. Some of the companies still required a different vendor for the laptop computers. Getac was the only company that was willing to integrate with our existing digital evidence retention program, known as Viper. Also, City IT has worked with the Department's IT staff to ensure secure uploading could occur and works with the existing infrastructure with Getac. In addition, Getac was the only company that could offer a "black box" feature much like our "fail safe" program that allows the video system to record much like a surveillance camera to capture video at all times the system is on.

Councilmember McEvers asked if this replacement is ongoing. Chief White said that this is a request to replace equipment that has been forecasted and being conducted in phases due to the cost of the equipment. They do, however, have ongoing maintenance issues with the equipment which is normal wear and tear. They do have repair and maintenance built into the budget but this request is for purchasing new equipment to replace the aging/outdated equipment.

Councilmember McEvers asked if these funds cover video storage. Chief White said it does not. However, the PD currently has adequate storage for saving the video.

MOTION: by Gookin, seconded by McEvers, to recommend that Council accept the Bid of and approve a Contract with Brite Computers for the purchase of 17 Getac V110 laptop computers, 17 Getac DVR/in-car camera systems, and 75 Getac BWC systems, including mounting hardware, required software, and extended warranties, in the amount of \$200,145.50. Motion Carried.

The meeting adjourned at 12:12 p.m.

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

RESOLUTION NO. 21-006

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE VISTA MEADOWS FIRST ADDITION FINAL PLAT AND ACCEPTING IMPROVEMENTS, THE SUBDIVISION MAINTAINANCE/ WARRANTY AGREEMENT, AND SECURITY; APPROVING THE VISTA MEADOWS FIRST ADDITION LANDSCAPE AGREEMENT AND SECURITY; APPROVING THE PURCHASE OF A GENERATOR FOR THE HUETTER WELL; AND ACCEPTING THE BID OF AND APPROVING THE CONTRACT WITH BRITE COMPUTERS FOR POLICE DEPARTMENT COMPUTERS AND CAMERA EQUIPMENT.

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

- A) Approval of Vista Meadows First Addition: Final Plat, Acceptance of Improvements, Subdivision Maintenance/Warranty Agreement and Security (S-5-19);
- B) Approval of Vista Meadows First Addition Landscape Work Agreement and Security (S-5-19);
- C) Approving the purchase of a 750 KW Generator for the Huetter Well from Western States CAT in the amount of \$166,650.00 for the Water Department;
- D) Accepting the Bid of and Approve the award of a Contract to Brite Computers for the Purchase of 17 Getac V110 Laptop Computers, 17 Getac DVR/In-Car Camera Systems, and 75 Getac BWC Systems, including Mounting Hardware, Required Software, and Extended Warranties in the amount of \$200,145.50; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements and contract, and take the other actions for the subject matters, as set forth in substantially the forms attached hereto as Exhibits "A" through "D" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements, contract, and other action documents, so long as the substantive provisions of the agreements, contract, and the other action documents remain intact.

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

DATED this 2nd day of February, 2021.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

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

_____ was absent. Motion _____.

AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK

Vista Meadows First Addition - PUD

THIS AGREEMENT made this 2nd day of February, 2021 between Vista Meadows, LLC, whose address is 1836 Northwest Boulevard, Coeur d'Alene, ID, 83814, with John Beutler, Managing Member, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved the final subdivision plat of Vista Meadows First Addition - PUD, a fifteen (15) lot, residential development in Coeur d'Alene, situated in a portion of Section 27, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho; and

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

IT IS AGREED AS FOLLOWS:

The Developer agrees to maintain and warrant for a period of one year from the approval date of this agreement, the public improvements listed in the attached spreadsheet, attached as Exhibit A, and, as shown on the construction plans entitled "Vista Meadows PUD – Phase 1", signed and stamped by Michael L. Paul, PE, # 11038, dated January 12, 2021, incorporated herein by reference, including but not limited to: sanitary sewer system and appurtenances, potable water system and appurtenances, catch basins, stormwater drainage swales, drywells and appurtenances, concrete curb and sidewalk including ramps, asphalt paving, street luminaires, signing and monumentation as required under Title 16 of the Coeur d'Alene Municipal Code.

The Developer herewith delivers to the City, security in a form acceptable to the City, for the amount of Twenty-two Thousand Six hundred fifty-seven and 10/100 Dollars (\$22,657.10) securing the obligation of the Developer to maintain and warrant the public subdivision improvements referred to herein. The security shall not be released until the 2nd day of February, 2022. The City Inspector will conduct a final inspection prior to the release of the security to verify that all installed improvements are undamaged and free from defect. In the event that the improvements made by the Developer were not maintained or became defective during the period set forth above, the City may demand the funds represented by the security and use the proceeds to complete maintenance or repair of the improvements thereof. The Developer further agrees to be responsible for all costs of warranting and maintaining said improvements above the amount of the security given.

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

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

City of Coeur d'Alene

Vista Meadows, LLC

Steve Widmyer, Mayor



John Beutler, Managing Member

ATTEST:

Renata McLeod, City Clerk

EXHIBIT A

Vista Meadows PUD - Phase 1 Warranty Bond 01/12/2021				
DESCRIPTION	UNIT	QTY.	COST PER UNIT	TOTAL ITEM COST
SEWER				
8" dia sewer mainline	LF	128	\$ 15.00	\$ 1,920.00
Sewer Service Line - Size 4" - Type - SDR 35	EA	17	\$ 512.00	\$ 8,704.00
Sewer Service Line - Size 6" - Type - SDR 35	LF	91	\$ 13.00	\$ 1,183.00
CONCRETE				
Rolled Curb and Gutter	LF	1820	\$ 20.00	\$ 36,400.00
Concrete Sidewalks, 4" Thickness, Including Ped-Ramps Within ROW	SY	1018	\$ 60.80	\$ 61,894.40
AGGREGATES AND ASPHALT				
Crushed Aggregate Base - 3/4" Minus	CY	761	\$ 13.60	\$ 10,349.60
Plant Mix Pavement - ITD SP3, 3" Thickness	SY	4164	\$ 20.00	\$ 83,280.00
STORMWATER AND EROSION CONTROL				
Drywell - Type A - Single Depth	EA	1	\$ 2,240.00	\$ 2,240.00
Drywell - Type B - Double Depth	EA	4	\$ 3,400.00	\$ 13,600.00
TRAFFIC SIGNALS AND STREET LIGHTING				
Permanent Signage - Emergency/Street/Stop Signs	EA	5	\$ 1,100.00	\$ 5,500.00
Southeast Emergency Access Gate	EA	1	\$ 1,500.00	\$ 1,500.00
TOTAL SUBDIVISION IMPROVEMENTS				\$ 226,571.00
MAINTENANCE/WARRANTY BOND (10% OF PUBLIC SUBDIVISION IMPROVEMENTS)				\$ 22,657.10



EXHIBIT A

Vista Meadows First Addition Phase 1 Performance Bond 01/11/2010				
DESCRIPTION	UNIT	QUANTITY	COST PER UNIT	TOTAL ITEM COST
LANDSCAPING				
Fine Grading	SF	41,500	\$ 0.10	\$ 4,150.00
Hydroseed - Lawn	SF	41,500	\$ 0.08	\$ 3,320.00
Shrubs	EA	24	\$ 50.00	\$ 1,200.00
2" Cal. Deciduous Shade Trees	EA	15	\$ 250.00	\$ 3,750.00
Labor	HR	80	\$ 25.00	\$ 2,000.00
Emergency Access Gate - SE	EA	1	\$ 1,500.00	\$ 1,500.00
ROW Irrigation	LS	1	\$ 1,250.00	\$ 1,250.00
COST OF REMAINING IMPROVEMENTS				\$ 17,170.00
PERFORMANCE BOND VALUE (150% OF REMAINING IMPROVEMENTS)				\$ 25,755.00



01/12/21

AGREEMENT TO PERFORM LANDSCAPE WORK

Vista Meadows First Addition - PUD

THIS AGREEMENT made this 2nd day of February, 2021 between Vista Meadows, LLC, whose address is 1836 Northwest Boulevard, Coeur d'Alene, ID, 83814, with John Beutler, Managing Member, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved, subject to completion of the required improvements, the subdivision plat of Vista Meadows First Addition – PUD, a fifteen (15) lot, four (4) tract residential development in Coeur d'Alene, situated in Section 27, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to complete the following improvements: Open space landscape improvements, as required under Title 17 of the Coeur d'Alene Municipal Code, on or before the 30th day of June, 2021. Said improvements are more particularly described on the submitted estimate dated January 12, 2021 attached as Exhibit 'A', and, shown on the Open Space Plans on file in the City of Coeur d'Alene Planning Department's office and incorporated herein by reference.

The Developer, prior to recording the plat, shall deliver to the City, security in the amount of Twenty Five Thousand Seven hundred fifty-five and 00/100 Dollars (\$25,755.00) securing the obligation of the Developer to complete the landscape open space improvements referred to herein. Should the Developer noted herein fail to complete the improvements within the time herein provided, the City may utilize the funds to complete or have the improvements completed. In the event the City completes the improvements as a result of the Developer's default, the Developer shall be responsible for any costs that exceed the installed security for the public improvements noted herein.

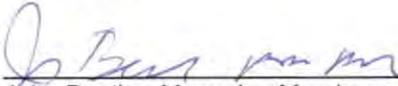
The Parties further agree that the City has utilized substantial staff time to prepare this agreement, which will benefit the Developer. The Parties further agree the City should be reimbursed a reasonable fee for its costs to prepare such agreement. The Parties further agree that such fee should be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

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

City of Coeur d'Alene

Steve Widmyer, Mayor

Developer



John Beutler, Managing Member

ATTEST:

Renata McLeod, City Clerk



Proposal

Project: Huetter Well 750 kw

Date: 12/22/2020

Quote: 30837274R1

Attn: Kyle

Valid: 60 days

From: Rick Armstrong

Generator Set:

Manufacturer: Caterpillar **Model:** C18PD **KW:** 750 **Rating:** Standby **Fuel:** Diesel **Voltage:** 277/480 3 ph 4 wire **Frequency:** 60 hz
UL2200 Listed: Yes **Misc Items:**

Controls:

Control Panel: EMCP 4.2B **Monitoring Contacts:** Run & Trouble 1 set each **Speed Control:** Electronic Isochronous **Remote Emergency Stop:** 1 - Shipped Loose **Remote Communications:** Modbus RS-485 **Misc Items:** Cellular remote monitoring and communication module included. This will allow viewing status and parameters from mobile phone and provide alerts.

Accessory Systems:

Coolant Heater: Yes 208/240 vac **Battery Charger:** 10 amp NFPA110 **Battery System:** Wet Battery, Rack and Cables 24 vdc
Misc Items:

Alternator / Breaker:

Excitation System: AREP Brushless **Voltage Regulator:** Cat IVR **Ground Fault:** GFI Alarm **Circuit Breaker # 1:** 1200 amp **Misc Items:**

Packaging:

Enclosure: Outdoor **Sound Level:** See proposal **Fuel Tank:** 1320 usable gallons for 24 hrs operation **Fuel Tank Type:** Double Wall UL142
Exhaust System: Interior Mounted **Enclosure Color:** White **Electrical Package:** 100 Amp Load Center **Misc Items:**

Sourcewell Member Pricing:

Total price for above package in weather enclosure 87 dba @ 23 feet: \$ 161,321.00

Total price for above package in sound attenuated enclosure 75 dba @ 23 feet: \$ 166,650.00

Included:

Startup: PS-Specialist
Maintenance Program: Available
Spare parts kit: No
Warranty Genset: 48 month platinum for Sourcewell Member
Freight: Included to first destination

Site Load test: 100% available building load or 2 hr load bank
Factory Test: 100% load
Owner training: Yes

Not included:

Installation / Anchor Calculations
Taxes / Permits of any kind / Any engineering
Coordination Studies

Any fuel or fuel piping
Offloading at jobsite

Notes and clarifications:

This proposal is based on previously requested options and configurations. Sizing is based on Western States Equipment sizing and email dated 12-22-20 from Keller Associates, Inc.

Startup and testing on site by certified Caterpillar Technician is included in this proposal. Additionally a representative of Western States Equipment will be available on site at time of delivery and during installation to support contractor.

This quote is based on supply of Caterpillar products with special discount and extended 48 month warranty available to Sourcewell member only.

100 amp load center is included installed and factory wired to coolant heater, charger and receptacle as requested on previous projects.

Terms:

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

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

Sincerely,

Accepted By:

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

 Signature:

 Printed Name:

 Company:

1. **METHODS OF ACCEPTANCE and TERMS OF AGREEMENT:** This Machine Sales Order ("MSO") is an offer for the sale of the equipment and attachments described on the face hereof (referred to herein generally as "equipment" and "goods" interchangeably) to Customer under the terms and conditions specified herein. This offer may be accepted by (1) the execution of this MSO by a representative of Customer or (2) Customer's verbal or written authorization or conduct consistent with prior course of dealing between the parts authorizing WSECO to take action to fulfill this order, or (3) the commencement of manufacture or shipment of the goods or services specified in this Order, whichever of the foregoing first occurs. **Acceptance of this offer is limited to the express terms stated in this Order.** Any proposal in Buyer's acceptance for additional or different terms or any attempt by Customer to vary in any degree any of the terms or any attempt by Customer to vary in any degree any of the terms of this offer is objected to and hereby rejected, but such proposals shall not operate as a rejection of this offer, unless such variances are in the terms of the description, quantity, price or delivery schedule of the goods or services, but shall be deemed a material alteration of this Order and this offer shall be deemed accepted by Seller without said additional or different terms. Once accepted, this Order shall constitute the entire agreement between WSECO and Customer with regard to the good and services specified in this Order, and exclusively determines the rights and obligations of the parties, prior course of dealing, customer, usage of trade or course of performance notwithstanding. WSECO is not bound by any representation or agreements, express or implied, oral or otherwise, which are not stated within this agreement or contained in a separate writing supplementing this agreement and signed by authorized agents of both WSECO and Customer.

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

Purchasing Contract

MOBILE DATA COMPUTERS, BODY WORN CAMERAS AND IN-CAR VIDEO INCLUDING INSTALLATION EQUIPMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 202_, between the CITY OF COEUR D'ALENE, Kootenai County, Idaho, a municipal corporation organized under the laws of the State of Idaho, hereinafter referred to as "Owner," and Upstate Wholesale Supply, Inc. dba Brite Computers, a corporation duly organized and existing under and by virtue of the laws of the state of New York, with its principal place of business at 7647 Main Street Fishers, Victor, NY 14564, hereinafter referred to as the "Vendor."

1. **Statement of Work:** The Vendor shall furnish labor, material and equipment for, and perform the work described herein for the consideration stipulated, and in compliance with State and City Codes. Contract documents consist of the following together with any amendments that may be agreed to in writing by both parties:
 - a. Bid Proposal
 - b. Minimum Specifications
 - c. Agreement
 - d. Non-Collusion Affidavit
 - e. Notice of Award
2. **Amount of Contract:** In the amount of: \$ \$200,145.50
3. **Indemnification and Risk of Loss:** Vendor shall indemnify, defend, save and hold harmless Owner from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by Vendor, its servants, agents employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of Owner or its employees. Vendor shall bear the risk of loss until Owner takes physical possession of the goods.
4. **Independent Vendor:** In all matters pertaining to this agreement, Vendor shall be acting as an independent Vendor, and neither Vendor, nor any officer, employee or agent of Vendor will be deemed an employee of City. The selection and designation of the personnel of the Owner in the performance of this agreement shall be made by the Owner.
5. **Method of Payment:** Vendor will invoice the City of Coeur d'Alene for all amounts owed under this Agreement. Owner will pay all invoices within forty-five (45) days after receipt.
6. **Notices:** Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this agreement, shall be in writing and be deemed

communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

OWNER

City of Coeur d'Alene
Police Department
3818 Schreiber Way
Coeur d'Alene ID. 83815

VENDOR

Name: Upstate Wholesale Supply, Inc. dba Brite Computers

Address: _____

7647 Main Street Fishers

Victor, NY 14564

Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other in the manner herein provided.

7. **Attorney Fees**: Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney's fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination, or forfeiture of this Agreement.
8. **Time is of the Essence**: The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of, and a default under, this Agreement by the party so failing to perform.
9. **Force Majeure**: Any delays in or failure of performance by Vendor shall not constitute a breach or default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of Vendor, including but not limited to, acts of God or public enemies; compliance with any order or request of any governmental authority; fires, floods, explosion, accidents; riots, strikes or other concerted acts of workmen, whether direct or indirect; or any causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of Vendor. In the event that any event of force majeure as herein defined occurs, Vendor shall be entitled to a reasonable extension of time for performance of its Services under this Agreement.
10. **Assignment**: It is expressly agreed and understood by the parties hereto, that Vendor shall not have the right to assign, transfer, hypothecate or sell any of its

rights under this Agreement except upon the prior express written consent of Owner.

11. **Discrimination Prohibited:** In performing the Services required herein, Vendor shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, or physical disability.
12. **Compliance with Laws:** In performing the scope of services required hereunder, Vendor shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.
13. **Termination for Cause:** If, through any cause, the Vendor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this Agreement, the Owner shall thereupon have the right to terminate this Agreement by giving written notice to the Vendor of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. If this Agreement is terminated for cause the Vendor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Vendor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of this Agreement by the Vendor, and the Owner may withhold any payments to the Vendor for the purposes of set-off until such time as the exact amount of damages due the Owner from the Vendor is determined. This provision shall survive the termination of this Agreement and shall not relieve the Vendor of its liability to the Owner for damages, provided that the amount of such damages shall not exceed the total compensation provided for in Section 2 of this Agreement.

14. **Vendor to Pay or Secure Taxes:** The Vendor in consideration of securing the business agrees: 1) To pay promptly when all taxes due (other than on real property), excises and license fees due the state, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing in accordance with conditions of this Agreement, whether or not the same shall be payable at the end of such term; 2) That if said taxes, excises and license fees are not payable at the end of said term, but liability for the payment thereof exists, even though the same constitute liens upon the Vendor's property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and that; 3) That, in the event of default in the payment or securing of such taxes, excises, and license fees, that City of Coeur d'Alene may withhold from any payment due the Vendor hereunder the estimated amount of such accrued taxes, excises and license fees for the benefit of all taxing units to which said Vendor is liable.
15. **Severability:** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this

Agreement so long as the remainder of the Agreement is reasonably capable of completion.

16. **Non-Appropriation**: Should funding become not available, due to lack of appropriation, the Owner may terminate this agreement upon 30 (thirty) days' notice.
17. **Entire Agreement**: This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
18. **Applicable Law**: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, and the ordinances of the City of Coeur d'Alene.
19. **Approval Required**: This Agreement shall not become effective or binding until approved by the City of Coeur d'Alene.
20. **Acceptance and Final Payment**: Upon receipt of notice that the material and/or equipment is ready for final acceptance and inspection, the Owner's representative will make such inspection and when he finds the work acceptable and the contract fully performed, he will have the Vendor issue a final payment request.
21. **Delivery Time**: Delivery shall be on or before 2/26/2021.
22. **Guarantee**: Vendor will guarantee their product will meet or exceed the minimum specifications set forth in their proposal. If the Owner finds that the product delivered does not conform to these specifications, the Vendor will be required, at their expense, to make all corrections necessary to bring the unit into compliance.
23. **Warranty**: Vendor shall warranty all supplied products for full, new product replacement against defects in materials. Should the product be deemed defective by Owner, Vendor shall replace defective product at no cost or delay of time to Owner.

IN WITNESS WHEREOF, the City and the Vendor have executed this Agreement as of the date first above written.

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

VENDOR

By:

Steve Widmyer, Mayor

By:

James Means

Its:
Solutions Executive - Public Safety

ATTEST:

Renata McLeod, City Clerk

**CITY COUNCIL
STAFF REPORT**

DATE: February 2, 2021
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: **Vista Meadows First Addition: Final Plat Approval, Acceptance of Improvements, Maintenance/Warranty Agreement and Security Approval, Landscape Work Agreement and Security Approval**

DECISION POINT

Staff is requesting the following:

1. Approval of the final plat document, a fifteen (15) lot residential development.
2. Acceptance of the installed public infrastructure improvements.
3. Approval of the Maintenance/Warranty Agreement and Security.
4. Approval of the Landscape Work Agreement and Security.

HISTORY

- a. Applicant: John A. Beutler, Managing Member
Vista Meadows, LLC
1836 Northwest Blvd.
Coeur d'Alene, ID 83814
- b. Location: South of Prairie Avenue near Alps Street, North of CDA Place.
- c. Previous Action:
 1. Final plat approval, Vista Meadows – August 2019.

FINANCIAL ANALYSIS

The developer is installing the required warranty bond (10%) to cover any maintenance issues that may arise during the one (1) year warranty period that will commence upon this approval, and terminate, on February 2, 2022. The amount of the security provided is \$22,657.10. Additionally, the developer is furnishing security in the amount of \$25,755.00 which covers the outstanding cost of the uninstalled open space items that are required for this development.

PERFORMANCE ANALYSIS

The developer has installed all required public infrastructure. The responsible City departments have approved the installations and found them ready to accept. Acceptance of the installed improvements will allow the issuance of all available building permits for this phase of the development, and, Certificate of Occupancy issuance upon completion. The City maintenance would be required to start after the one (1) year warranty period expires on February 2, 2022. Additionally, the developer has completed the necessary landscape agreement and is bonding for the outstanding landscape items (Irrigation Pipe System, Landscape Preparation, Hydro seeding, and Landscape Trees). The developer has stated that all open space landscaping installations will be complete by June 30, 2021.

DECISION POINT RECOMMENDATION

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

VISTA MEADOWS FIRST ADDITION - PUD

NE 1/4 OF SECTION 27, TWP. 51N., RNG. 4W., BOISE MERIDIAN
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK _____ PAGE _____
INSTRUMENT No. _____

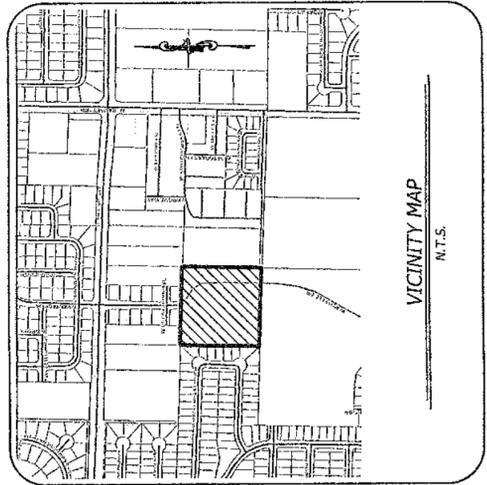
OWNERS' CERTIFICATE

MAY IT BE KNOWN BY THESE PRESENTS THAT VISTA MEADOWS, LLC, AN IDAHO LIMITED LIABILITY COMPANY, DOES HEREBY CERTIFY THAT IT OWNS AND HAS LAID OUT THE LAND EMBRACED WITHIN THIS PLAT TO BE KNOWN AS "VISTA MEADOWS FIRST ADDITION, PUD," WHICH IS SITUATED IN SECTION 27, TOWNSHIP 51 NORTH RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, AND DESCRIBED AS TRACT 328, "AMENDED PLAT OF HAYDEN LAKE IRRIGATED TRACTS," ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 'C' OF PLATS, PAGES 66 & 67 (INST. NO. 47822); TOGETHER WITH THAT STRIP OF 20 FEET WIDE RIGHT OF WAY ALONG, SOUTH OF AND ADJOINING THE SOUTHERN BORDER OF SAID TRACT 328.

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

- THE 60.00 FOOT WIDE RIGHT OF WAY OF MOSELLE DRIVE AS SHOWN HEREON IS HEREBY DEDICATED TO THE CITY OF COEUR D'ALENE.
- A 10.00 FOOT WIDE SIDEWALK AND UTILITY EASEMENT ADJOINING THE RIGHT-OF-WAY LINES OF MOSELLE DRIVE AS SHOWN HEREON IS HEREBY GRANTED TO THE CITY OF COEUR D'ALENE AND TO THE UTILITY PROVIDERS.
- TRACTS 8A AND 8B (MOCHA LOOP) ARE HEREBY GRANTED AS PRIVATE ROAD, SEWER AND SIDEWALK EASEMENTS TO THE OWNERS OF THE LOTS WITHIN THE HEREIN LAID OUT PLAT, AND ARE ALSO GRANTED AS WATER EASEMENTS TO THE HAYDEN LAKE IRRIGATION DISTRICT.
- A 5.00 FOOT WIDE STREET TREE EASEMENT ADJOINING TRACTS 8A & 8B (MOCHA LOOP) AS SHOWN HEREON IS HEREBY GRANTED TO THE CITY OF COEUR D'ALENE.
- A 10.00 FOOT WIDE STORMWATER DRAINAGE AND UTILITY EASEMENT ADJOINING TRACTS 8A AND 8B (MOCHA LOOP) AS SHOWN HEREON IS HEREBY GRANTED TO THE CITY OF COEUR D'ALENE AND TO THE UTILITY PROVIDERS.
- A 5.00 FOOT WIDE PUBLIC ACCESS EASEMENT CENTERED ON THE LINE BETWEEN LOTS 6 AND 7, BLOCK 1 AS SHOWN HEREON IS HEREBY GRANTED TO THE CITY OF COEUR D'ALENE.
- AN EMERGENCY ACCESS, UTILITY AND STORM WATER EASEMENT ALONG THE SOUTH 20 FEET OF LOT 13, BLOCK 1 IS HEREBY GRANTED TO THE CITY OF COEUR D'ALENE AND TO THE UTILITY PROVIDERS.
- TRACTS 3 AND 5 IDENTIFIED HEREON ARE COMMON AREAS AND SHALL BE DEDICATED TO, OWNED, IMPROVED, MANAGED AND MAINTAINED BY VISTA MEADOWS P.U.D. AND FIRST ADDITION HOMEOWNERS' ASSOCIATION, INC.
- WATER SERVICE TO EACH LOT AND TRACT PLATTED HEREIN SHALL BE PROVIDED BY HAYDEN LAKE IRRIGATION DISTRICT.
- SANITARY SEWER SERVICE TO EACH LOT AND TRACT PLATTED HEREIN SHALL BE PROVIDED BY THE CITY OF COEUR D'ALENE.
- A 20' WIDE WATER EASEMENT ALONG THE SOUTH 20 FEET OF LOT 13, BLOCK 1 IS HEREBY GRANTED TO THE HAYDEN LAKE IRRIGATION DISTRICT.

JOHN A. BEUTLER, MEMBER
VISTA MEADOWS, LLC



ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

ON THIS _____ DAY OF _____, 20____, BEFORE ME PERSONALLY APPEARED JOHN A. BEUTLER, KNOWN OR IDENTIFIED TO ME TO BE A MEMBER OF THE VISTA MEADOWS, LLC WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME ON BEHALF OF THE LIMITED LIABILITY COMPANY AND ACKNOWLEDGED TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME.

I HAVE HEREUNTO SET MY HAND AND SEAL THE DATE LAST ABOVE WRITTEN.

NOTARY PUBLIC FOR THE STATE OF _____

RESIDING AT: _____

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED ON AN ACTUAL SURVEY LOCATED IN SECTION 27, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, THAT THE DISTANCES, COURSES AND ANGLES ARE SHOWN CORRECTLY HEREON AND THE MONUMENTS HAVE BEEN PLACED AND ALL LOT AND BLOCK CORNERS PROPERLY SET AND THAT THE SURVEY IS IN COMPLIANCE WITH ALL PROVISIONS OF APPLICABLE STATE LAW AND LOCAL ORDINANCES.



COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREIN PLAT OF "VISTA MEADOWS FIRST ADDITION - PUD" AND CHECKED THE PLAT AND COMPUTATIONS THEREON AND HAVE DETERMINED THAT THE REQUIREMENTS OF THE IDAHO STATE CODE PERTAINING TO PLATS AND SURVEYS HAVE BEEN MET.

DATED THIS _____ DAY OF _____, 20____

KOOTENAI COUNTY SURVEYOR

PANHANDLE HEALTH DISTRICT 1

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

DATED THIS _____ DAY OF _____, 20____

PANHANDLE HEALTH DISTRICT 1

COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE REQUIRED TAXES ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN FULLY PAID UP TO AND INCLUDING THE YEAR 20____. APPROVED THIS _____ DAY OF _____, 20____.

KOOTENAI COUNTY TREASURER

CITY COUNCIL APPROVAL

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

COEUR D'ALENE CITY CLERK

CITY ENGINEER'S CERTIFICATE

THIS PLAT HAS BEEN EXAMINED AND APPROVED THIS _____ DAY OF _____, 20____.

COEUR D'ALENE CITY ENGINEER

RECORDER'S CERTIFICATE

FILED THIS _____ DAY OF _____, 20____, AT _____ M., AT THE REQUEST OF VISTA MEADOWS, LLC.
INSTRUMENT No. _____ FEE: _____

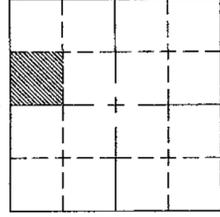
BOOK _____ OF PLATS, PAGES _____

KOOTENAI COUNTY CLERK

BY: _____ DEPUTY

RECORDER'S
CERTIFICATE

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



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



SANTOOTH
Land Surveying, LLC

WWW.SAWTOOTHLS.COM

SHEET: DATE: 12-17-2020
1 OF 3 LEM
CHECKED BY: MWD
JOB#: 220060
DWG: 220060-VISTA 1ST ADD PLAT

VISTA MEADOWS FIRST ADDITION - PUD

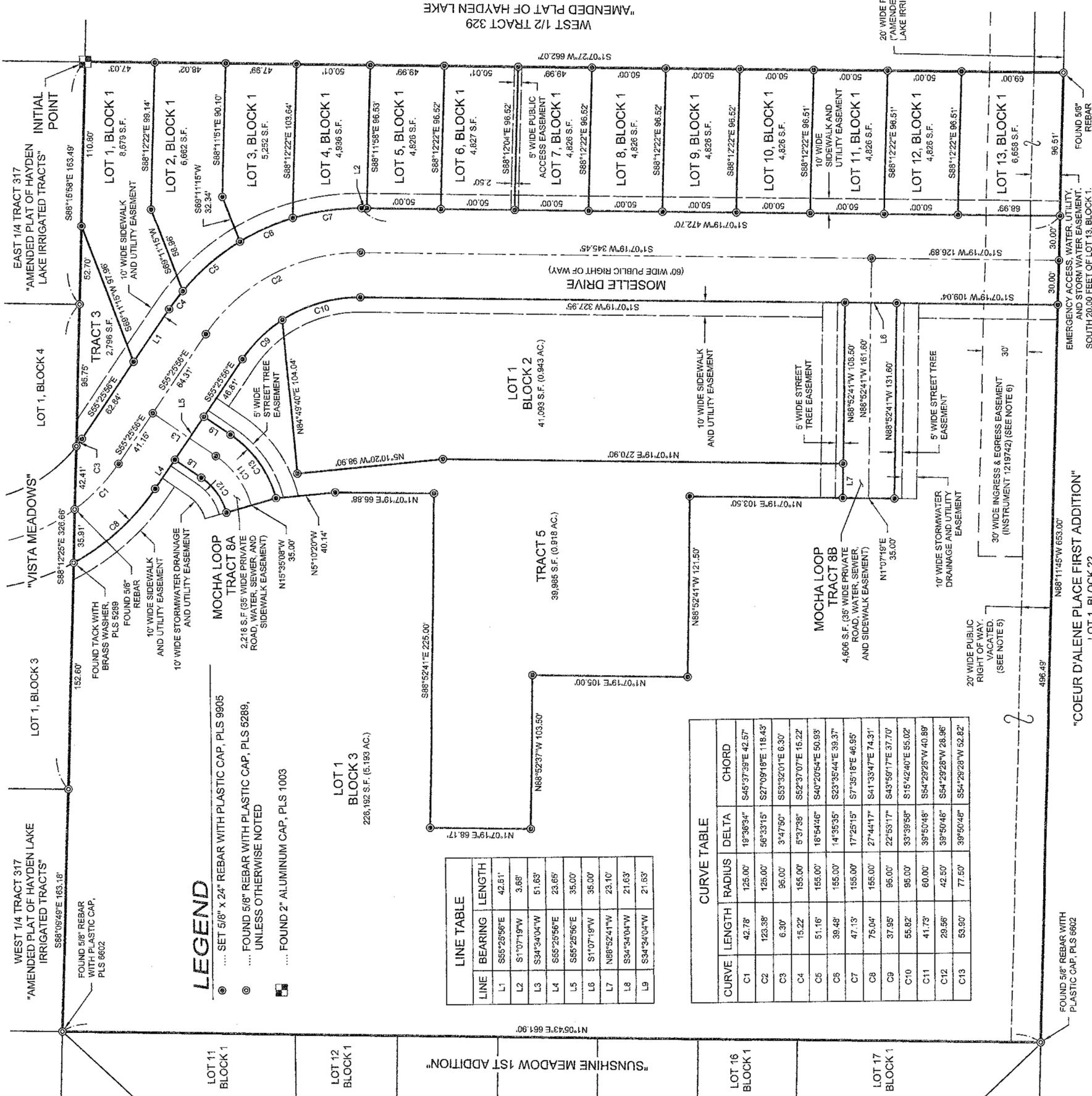
NE 1/4 OF SECTION 27, TWP. 51N., RING. 4W., BOISE MERIDIAN
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



This is a preliminary survey document for review and comment only, and is subject to revision.

REGISTERED PROFESSIONAL LAND SURVEYOR
9905
STATE OF IDAHO
MARK W. DOUTER

PRELIMINARY
12/17/2020



LINE TABLE

LINE	BEARING	LENGTH
L1	S55°25'56"E	42.61'
L2	S1°07'19"W	3.68'
L3	S34°34'04"W	51.63'
L4	S55°25'56"E	23.65'
L5	S55°25'56"E	35.00'
L6	S1°07'19"W	35.00'
L7	N88°52'41"W	23.10'
L8	S34°34'04"W	21.63'
L9	S34°34'04"W	21.63'

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD
C1	42.76'	125.00'	19°38'34"	S45°37'39"E 42.57'
C2	123.38'	125.00'	56°33'15"	S27°09'18"E 118.43'
C3	6.30'	95.00'	3°47'50"	S53°32'01"E 6.30'
C4	15.22'	155.00'	5°37'38"	S52°37'07"E 15.22'
C5	51.16'	155.00'	16°54'46"	S40°20'54"E 50.93'
C6	39.48'	155.00'	14°35'35"	S23°35'44"E 39.37'
C7	47.13'	155.00'	17°25'15"	S7°35'18"E 46.95'
C8	75.04'	155.00'	27°44'17"	S41°33'47"E 74.31'
C9	37.95'	95.00'	22°53'17"	S43°59'17"E 37.70'
C10	55.82'	95.00'	33°39'58"	S15°42'40"E 55.02'
C11	41.73'	60.00'	39°50'48"	S54°29'28"W 40.89'
C12	29.56'	42.50'	39°50'48"	S54°29'28"W 28.96'
C13	53.90'	77.50'	39°50'48"	S54°29'28"W 52.82'

LEGEND

- ... SET 5/8" x 24" REBAR WITH PLASTIC CAP, PLS 9905
- ... FOUND 5/8" REBAR WITH PLASTIC CAP, PLS 5289, UNLESS OTHERWISE NOTED
- ... FOUND 2" ALUMINUM CAP, PLS 1003

NOTES

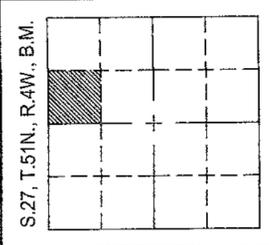
- IRRIGATION AND DOMESTIC WATER PROVIDED BY HAYDEN LAKE IRRIGATION DISTRICT.
- SANITARY SEWER PROVIDED BY CITY OF COEUR D'ALENE.
- CONDITIONS AND RESERVATIONS FOR IRRIGATION CANALS PER THE LAND AND WATER DEED RECORDED IN BOOK 50 OF DEEDS, PAGE 390, RECORDS OF KOOTENAI COUNTY, IDAHO, AFFECT THE SUBJECT PROPERTY.
- AN ANNEXATION AGREEMENT RECORDED UNDER INSTRUMENT 2547718 AND AMENDMENT 1 THERETO RECORDED UNDER INSTRUMENT 25544625, RECORDS OF KOOTENAI COUNTY, IDAHO, AFFECT THE SUBJECT PROPERTY.
- 20 FOOT WIDE RIGHT OF WAY VACATED PER INSTRUMENT _____ AND INSTRUMENT _____ RECORDS OF KOOTENAI COUNTY, IDAHO.
- A 30 FOOT WIDE INGRESS AND EGRESS EASEMENT RECORDED UNDER INSTRUMENT 1219742, RECORDS OF KOOTENAI COUNTY, IDAHO, AFFECTS THE SUBJECT PROPERTY. HOWEVER, THIS EASEMENT IS INVALID AS A MATTER OF LAW BECAUSE THE BENEFITTED AND BURDENED LAND ARE OWNED BY THE SAME PARTY AND ONE CANNOT HAVE AN EASEMENT IN ONE'S OWN LANDS. REFERENCE: IDAHO SUPREME COURT DECISION IN FITZPATRICK TRUSTEES OF FITZPATRICK REVOCABLE TRUST VS. KENT TRUSTEES OF ALAN & SHERRY KENT LIVING TRUST DATED 11/07/2003, 166 IDAHO 365, 458 P.3D 943, 946 (2020).
- RIGHT OF WAY FOR MOSELLE DRIVE AS SHOWN HEREON IS DEDICATED PER THIS PLAT. SEE PAGE 1 OF 1.
- TRACTS 8A & 8B (MOCHA LOOP) ARE PRIVATE ROAD, WATER, SEWER AND SIDEWALK EASEMENTS GRANTED FOR THE BENEFIT OF OWNERS WITHIN THE HEREIN LAID OUT PLAT AND THE UTILITY PROVIDERS. SEE PAGE 1 OF 1. EASEMENT STRIPS AS SHOWN HEREON ARE GRANTED PER THIS PLAT. SEE PAGE 1 OF 1.

RECORDER'S
CERTIFICATE

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

SANTOOTH
Land Surveying, LLC

WWW.SAWTOOTHLS.COM



SHEET: DATE: 12-17-2020
DRAWN BY: LEM
CHECKED BY: MWD
JOB#: 220060
DWG: 220060-VISTA 1ST ADD PLAT

VISTA MEADOWS FIRST ADDITION - PUD

NE 1/4 OF SECTION 27, TWP. 51N., RNG. 4W., BOISE MERIDIAN
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK _____ PAGE _____
INSTRUMENT No. _____

BASIS OF BEARING

PLAT "VISTA MEADOWS," RECORDED IN BOOK L OF PLATS, PAGES 364-364A,
RECORDS OF KOOTENAI COUNTY, IDAHO.

SURVEY NARRATIVE

THE PURPOSE OF THIS PLAT SURVEY IS TO SUBDIVIDE TRACT 328 AND THAT PORTION OF TO-BE-VACATED, 20 FEET WIDE RIGHT OF WAY ALONG SOUTH OF AND ADJOINING THE SOUTHERN BORDER OF SAID TRACT 328, IN "AMENDED PLAT OF HAYDEN LAKE IRRIGATED TRACTS," ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 'C' OF PLATS, PAGES 66 & 67, RECORDS OF KOOTENAI COUNTY, IDAHO.

THE MONUMENTED LINES DEPICTED HEREON ARE BASED ON THE FOUND AND HELD MONUMENTS DESCRIBED AS SHOWN. UN-MONUMENTED LINES SHOWN HEREON ARE BASED ON CALCULATED POSITIONS AND ARE SHOWN FOR REFERENCE ONLY. CORNER MONUMENTS WERE PLACED FOR THE NEW LOTS AS SHOWN.

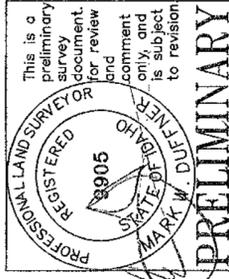
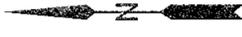
THIS SURVEY WAS PERFORMED USING REAL TIME KINEMATIC (RTK) GLOBAL POSITIONING SYSTEM (GPS) EQUIPMENT. THE LINEAR ERROR OF CLOSURE MEETS OR EXCEEDS REQUIREMENTS OF THE STATE OF IDAHO.

SURVEY REFERENCES (PER RECORDS OF KOOTENAI COUNTY, IDAHO, UNLESS OTHERWISE NOTED)

1. PLAT "VISTA MEADOWS," RECORDED IN BOOK L OF PLATS, PAGES 364-364A.
2. PLAT "HOHI ADDITION," RECORDED IN BOOK K OF PLATS, PAGES 269-269A, RECORD OF SURVEY RECORDED IN BOOK 24 OF SURVEYS, PAGE 378.
3. PLAT "SUNSHINE MEADOW 1ST ADDITION," RECORDED IN BOOK J OF PLATS, PAGES 31-31F.
4. PLAT "COEUR D'ALENE PLACE FIRST ADDITION," RECORDED IN BOOK G OF PLATS, PAGE 340-340B.
5. PLAT "AMENDED PLAT OF HAYDEN LAKE IRRIGATED TRACTS," RECORDED IN BOOK C OF PLATS, PAGES 66-67

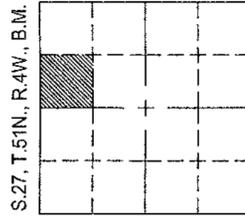
LEGEND

- ... FOUND 5/8" REBAR WITH PLASTIC CAP, PLS 5289,
UNLESS OTHERWISE NOTED
- ... FOUND 2" ALUMINUM CAP, PLS 1003



PRELIMINARY
12/17/2020

RECORDER'S
CERTIFICATE

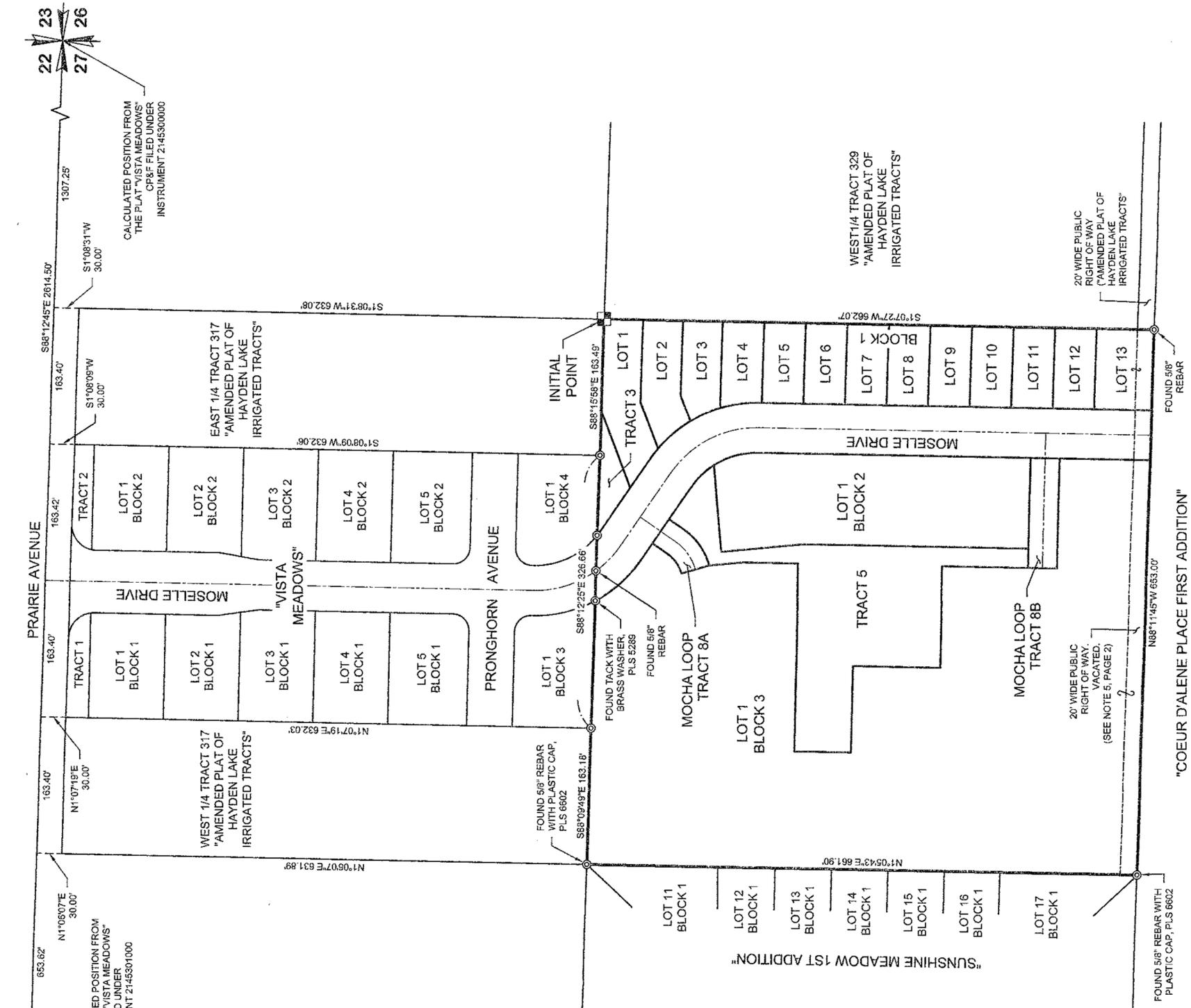


560 W. CANFIELD AVE., STE. 200
COEUR D'ALENE, IDAHO 83815
(208) 714 - 4544

SAWTOOTH
Land Surveying, LLC

WWW.SAWTOOTHLS.COM

SHEET: 3 OF 3
DATE: 12-17-2020
DRAWN BY: LEM
CHECKED BY: MWD
JOB#: 220060
DWG: 220060-VISTA 1ST ADD PLAT



**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: January 25, 2021
FROM: Kyle Marine, Assistant Director
SUBJECT: Award of Bid for Purchase of a 750 KW Generator to Western States CAT

=====

DECISION POINT: Staff requests that Council authorize the purchase of a 750 KW Generator through Western States CAT using an approved government purchasing program known as Sourcewell (which would constitute a “piggy-back” purchase under our procurement policy approved via Resolution No. 17-061).

HISTORY: The Huetter Well was drilled in 2020 to 380’ deep and is set to go online in the summer of 2021. It has a tested production capacity of 4200 gpm. The production well is 24” in diameter and cased or screened to the bottom. The well house is currently in design with Keller Associates. The estimated production rate will consistently produce a rate of approximately 4000 gpm for the City’s High Zone. As a condition of DEQ permit approval for the Huetter Well, the Water Department is required to provide auxiliary power at the new pump station per IDAPA 58.01.08 public water system design criteria. As a requirement of all new wells, it needs to have backup power so it can operate as a standalone system if needed.

FINANCIAL ANALYSIS: The Water Department has budgeted \$1,200,000.00 for the well construction. The funding source for this generator is from capitalization fees. We propose to use the government purchasing program, Sourcewell, that has completed the competitive bid process. The bid price for the proposed 750 KW generator is \$166,650.00

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

REQUESTED ACTION: City Council should approve the purchase of a 750 KW generator for the new Huetter Well from Western States CAT for \$166,650.00, using the Sourcewell member pricing, as allowed pursuant to the City’s Procurement Policy.

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: 1/15/2021
FROM: Lt. Bill Tilson Jr.
SUBJECT: Purchase 17 Laptop Computers, 17 In-Car Video Systems, and 75 Body Worn Cameras

DECISION POINT: Staff requests that Council allow the Coeur d'Alene Police Department to purchase Getac equipment to include 17 Getac V110 laptop computers, 17 Getac DVR/in-car camera systems, and 75 Getac BWC systems including mounting hardware, required software, and extended warranties from Brite Computers, the lowest bidder.

HISTORY: Mobile data networking systems have been in use with the Police Department since 2004. The Department has relied on Coban all in one computer/video systems and Viewu Body Worn cameras since 2012 and 2014. However, Coban no longer manufactures/supports the model used and Viewu was purchased by another company and service is reducing. In FY 2019-2020 we started the transitioning to Getac systems.

FINANCIAL ANALYSIS: The replacement of this equipment has been forecasted and being conducted in phases due to the cost of the equipment. The Department was approved in the FY 20-21 budget to purchase 14 systems to retrofit existing patrol vehicles and 3 systems to equip new vehicles.

54 of the 75 Getac body worn cameras will be purchased using DOJ JAG grant funds from what was already approved by Council totaling \$28,403. The remainder of body worn cameras were forecasted and approved in the Department's operating budget.

This project was put out to bid in December with the guidance of Ms. Renata McLeod to comply with Idaho Code. The lowest price vendor who could complete the request was Upstate Wholesale Supply, Inc. dba Brite Computers for a total of \$200,145.50.

PERFORMANCE ANALYSIS: The Department was diligent in looking at several vendors to ensure the expectations were met/exceeded. This included Panasonic, Axon, and Watchguard. Other companies reviewed could not meet expectations/features already in use by the Department. Others required expensive contracts to utilize their cloud-based services that were too cost-inhibitive. Some of the companies still required a different vendor for the laptop computers. Getac was the only company that was willing to integrate with our existing digital evidence retention program, known as Viper. Also, City IT has worked with the Department's IT staff to ensure secure uploading could occur and works with the existing infrastructure with Getac. In addition, Getac was the only company that could offer a "black box" feature much like our "fail safe" program that allows the video system to record much like a surveillance camera to capture video at all times the system is on.

DECISION POINT/RECOMMENDATION: Staff requests that the Council allow the Police Department to accept the Brite Computer bid and purchase Getac equipment to include 17 Getac V110 laptop computers, 17 Getac DVR/in-car camera systems, and 75 Getac BWC systems including mounting hardware, required software, and extended warranties. A copy of the quote/purchase agreement is attached.

OTHER BUSINESS

CITY COUNCIL STAFF REPORT

DATE: February 2, 2021
FROM: Mike Becker, Capital Programs Manager
SUBJECT: Hot Water Boiler Purchase

DECISION POINT: Should City Council approve the contract for the purchase of a new Hot Water Boiler from R.B. Wilbur, Co, Inc., the Wastewater Utility (WW) in the amount of \$83,705.00?

HISTORY: The WW boilers provide heat to optimize the Wastewater Treatment Plant's sludge digestion process. In accordance with the WW Facility Plan, the boilers have reached the end of their useful life and was scheduled for replacement this fiscal year. Last fall, Boiler #1 was no longer operational and in conformance with the City's procurement policies, WW immediately advertised for directly purchasing its replacement.

FINANCIAL ANALYSIS: The WW department has the budget authority under Equipment Replacement (031-058-4351-7210) for this purchase. The City sent this out to bid in December 2020. On January 21, 2021, the date for the bid opening, the City had received two bids. The lowest and responsive bid was submitted by **R.B Wilbur, Co.** (CDA) with a total Lump Sum Bid of **\$83,705.00**. The following is a summary of bids received:

Bidder	Lump Sum Bid
<i>R.B. Wilbur, Co, CDA, Idaho</i>	<i>\$83,705.00</i>
Mechanical Sales, Inc., Seattle,	\$148,900.00
Mackin and Little, Spokane,	No Submittal

PERFORMANCE ANALYSIS: Upon Council's approval, the WW department plans to take delivery of the new boiler unit and replace the obsolete boiler utilizing WW's mechanical and electrical staff. Some subcontracting removal and placement may be required.

DECISION POINT/RECOMMENDATION: City Council should approve the contract for the purchase by the Wastewater Department (WW) of a new Hot Water Boiler from R.B. Wilbur, Co, Inc., in the amount of \$83,705.00.

RESOLUTION NO. 21-007

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A CONTRACT WITH R.B. WILBUR CO., INC., FOR THE PURCHASE OF A HOT WATER BOILER FOR THE WASTEWATER UTILITY.

WHEREAS, the City previously advertised for bids, in accordance with the law, for the purchase of a hot water boiler, and said bids were opened as provided in said advertisement in the office of the City Clerk on Thursday the 21st day of January, 2021, and the lowest responsible bid received was that of R.B. Wilbur Co., Inc., in the amount of Eighty-Three Thousand Seven Hundred Five Dollars and no/100 dollars (\$83,705.00); and

WHEREAS, the City's purchasing policy provides that the lowest responsive bid be accepted and, where the purchase price of property is between \$50,000.00 and \$100,000.00, the department head may execute the contract and provide the original contract, purchase agreement, or invoice to the City Clerk who will prepare a Resolution for City Council approval; and

WHEREAS, it is in the best interests of the City of Coeur d'Alene and the citizens thereof to enter into a contract with R.B. Wilbur Co., Inc., for the purchase of a hot water boiler for the Wastewater Utility.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City approve the contract (Notice of Award) with R.B. Wilbur Co., Inc., for the purchase of a hot water boiler for the Wastewater Utility in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said contract provided that the substantive provisions of the contract remain intact.

DATED this 2nd day of February, 2021.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

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

_____ was absent. Motion _____.

NOTICE OF AWARD

**TO: R.B.Wilbur Co, Inc.
3591 N. Huetter Road
Coeur d'Alene, Idaho 893814**

EQUIPMENT DESCRIPTION: **NEW HOT WATER BOILER** Specifications on file in the office of the City of Coeur d'Alene, CITY CLERK.

The **OWNER** has considered the price quoted by you for the above-described Purchase in response to its request for said price quote.

You are hereby notified that your bid price has been accepted for the subject equipment in the amount not to exceed **\$83,705.00 (Eighty-Three Thousand, Seven Hundred Five Dollars and no/100)**. Failure to comply with the delivery time frame of 180 calendar days may result in a breach being declared and Notice of Award being terminated.

This "NOTICE OF AWARD" of bid shall constitute a binding **CONTRACT** between the City and you, and shall serve as the "Owner's Purchase Order" for the purchase of a **NEW HOT WATER BOILER** as specified herein

DATED: _____, 2021.

OWNER

By: _____
WASTEWATER SUPERINTENDENT

**CITY COUNCIL
STAFF REPORT**

DATE: February 2, 2021
FROM: Terry W. Pickel, Water Department Director
SUBJECT: Change order for Rehabilitation of the Atlas Well Pump

=====

DECISION POINT: Should Council approve a change order number one for the Rehabilitation of the Atlas Well Pump to the contract with Specialty Pump Services, Inc., in the amount of \$45,760.00, and approve change order number two as a contingency in the amount of \$17,500.00?

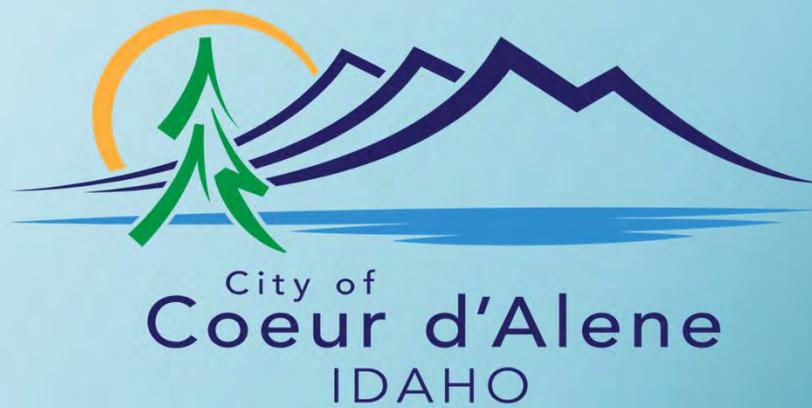
HISTORY: The Atlas Well Pump Rehabilitation Project was bid out as part of the Water Department's annual pump maintenance program with Specialty Pump Services as the sole bidder. The Atlas Well was chosen for this budget cycle due to current length of service and is the last pump left to rebuild in our maintenance cycle, records indicating 2003 being the last time it was removed for maintenance. The well is also scheduled to be converted from the High Zone to the General Zone in the near future to augment supplies to the southern portion of the City. The pump has recently been pulled and it was discovered that the columns were unnecessarily and improperly epoxy coated which has rendered the components useless. The contractor was not able to separate the columns and was forced to cut many of them. The mating surfaces of the column ends and spider bearing shoulders are specifically machined with fine tolerances. The epoxy coating was apparently sprayed on and not properly cleaned and machined afterwards, causing problems with proper pump alignment. The internal spider bearings which support and align the pump shafts show excessive wear indicating improper installation. The unexpected carbon steel line shafts are worn to the point of requiring full replacement as well. A video inspection of the well will be performed to determine if there is any excessive plugging or damage which may require some additional work, as of yet unknown. An alternate bid was included for potential cleaning of the well. Due to the potential long lead time of the required parts, especially with COVID, staff felt it was imperative to get an initial change order in process to get these parts ordered.

FINANCIAL ANALYSIS: A contract was approved in the amount of \$88,100.00 for rehab of the Atlas Well Pump to Specialty Pump Services. Alternative pricing was included in the bid specs for additional component replacement if needed. Per existing records that were available, staff did not anticipate that a full replacement of several components would be necessary. The existing records did not match what was discovered upon removal. The line item budget for fiscal year 2021 was \$98,000.00. Staff is requesting authorization for change order number one in the amount of \$45,760.00 for the component replacement and supplemental authorization for a potential change order number two in the amount of \$17,500.00 should the downhole video indicate that the well does need some additional cleaning to restore it to original production capacity. The total of both change orders, if expended, would result in a budget overage of \$53,360.00. Anticipated savings from other projects would be utilized to cover the additional costs.

PERFORMANCE ANALYSIS: Typically, the pumps and applicable components should have for an average service life of 20 plus years with regular maintenance and minor repairs performed at 10-year intervals. The existing 10 wells will be on an average 10-year maintenance cycle. By replacing

the damaged components and returning the pump to its original factory specifications, we will avert potential future failure.

DECISION POINT/RECOMMENDATION: Council should authorize change order number one for \$45,760.00, and authorize a contingent change order number two for \$17,500 to the contract with Specialty Pump Services, Inc.



ATLAS WELL PUMP REHAB CHANGE ORDER 1



PUMP DISASSEMBLY



DAMAGED COMPONENTS



NEW SHAFT & COLUMNS



NEW SPIDER BEARINGS



ATLAS WELL PUMP REHAB



ATLAS WELL PUMP CHANGE ORDER

Thank you!



RESOLUTION NO. 21-008

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING CHANGE ORDER NO. 1 TO THE CONTRACT WITH SPECIALTY PUMP SERVICE, INC., IN THE AMOUNT OF \$45,760.00 FOR THE ATLAS WELL PUMP REHABILITATION AND APPROVING THE AMOUNT OF \$17,500.00 FOR A POTENTIAL CHANGE ORDER NO. 2 IF REQUIRED.

WHEREAS, the City of Coeur d'Alene, pursuant to Resolution No. 21-001, entered into a contract dated the 5th day of January, 2021, with Specialty Pump Service, Inc., for the Atlas Well Pump Rehabilitation project pursuant to advertised bidding specifications; and

WHEREAS, it has been determined that, due to unforeseen conditions, a modification is necessary and the Water Department has requested that the City of Coeur d'Alene approve Change Order No. 1 to the contract with Specialty Pump Service, Inc., in the amount of Forty-five Thousand Seven Hundred Sixty and no/100 dollars (\$45,760.00), for component replacement, a copy of which Change Order is attached hereto as Exhibit "1" and by reference made a part hereof, thereby increasing the total contract price to One-hundred Thirty-three Thousand Eight Hundred Sixty and no/100 dollars (\$133,860.00); and

WHEREAS, the Water Department has requested supplemental authorization for a potential Change Order No. 2 in the amount of Seventeen Thousand Five Hundred and no/100 dollars (\$17,500.00) should unknown conditions require additional repairs to restore the well to its original production capacity; and

WHEREAS, the City Council deems it to be in the best interests of the city of Coeur d'Alene and the citizens thereof to approve Change Order No. 1 and to provide authorization for an amount to cover a potential Change Order No. 2.

NOW, THEREFORE,

BE IT RESOLVED that the Mayor and City Council of the City of Coeur d'Alene hereby approve the requested Change Order No. 1 to the contract with Specialty Pump Service, Inc., in the amount of \$45,760.00, as set forth above, a copy of which Change Order No. 1 is attached hereto as Exhibit "1" and by reference made a part hereof.

BE IT FURTHER RESOLVED that the Mayor and City Council of the City of Coeur d'Alene hereby approve the sum of \$17,500.00 for a potential Change Order No. 2, if required.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and they are hereby authorized to execute any and all documents necessary to effect such change order on behalf of the City of Coeur d'Alene.

DATED this 2nd day of February, 2021.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

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

_____ was absent. Motion _____.

CHANGE ORDER

No. 1

PROJECT: Atlas Well Pump Rehabilitation Project

DATE OF ISSUANCE: February 2, 2021 EFFECTIVE DATE: February 2, 2021

OWNER: City of Coeur d'Alene (Water Department)

CONTRACTOR: Specialty Pump Service, Inc.

ENGINEER:

You are directed to make the following changes in the Contract Documents.

Description: Increase contract price \$45,760.00

Reason for Change Order: Unforeseen repairs required.

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price

\$88,100.00

Original Contract Times

Substantial Completion:

Ready for final payment:

days or dates

Net change from previous Change Orders No. ____ to No. ____

\$0

Net change from previous Change Orders No. ____ to No. ____

days

Contract Price prior to this Change Order

\$88,100.00

Contract Times prior to this Change Order

Substantial Completion: _____

Ready for final Payment: _____

days or dates

Net Increase (decrease) of this Change Order

\$45,760.00

Net Increase (decrease) of this Change Order

\$ _____

Contract Price with all approved Change Orders

\$133,860.00

Contract Times with all approved Change Orders

Substantial Completion: _____

Ready for final payment: _____

days or dates

RECOMMENDED:

APPROVED:

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

By: _____
Contractor (Authorized Signature)

Date: _____

PUBLIC HEARINGS

CITY COUNCIL MEETING

STAFF REPORT

DATE: February 2, 2021
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: **V-20-07, Vacation of a portion of undeveloped right-of-way adjoining the southerly boundary of Tract 328 of the Amended Plat of Hayden Lake Irrigated Tracts in the City of Coeur d'Alene.**

DECISION POINT

The applicant, Stephanie Blalack, Verdis on behalf of John A. Beutler, Vista Meadows, LLC, is requesting the vacation of a portion of undeveloped right-of-way that adjoins the southerly boundary of his property in Tract 328 of the Amended Plat of Hayden Lake Irrigated Tracts.

HISTORY

The requested right-of-way was originally dedicated to the Public in the Amended Plat of Hayden Lake Irrigated Tracts in 1910.

FINANCIAL ANALYSIS

The vacation of the requested right-of-way would not have any financial impact on the City and would add approximately 13,060 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 owner whose lot adjoins the strip of usable property.

PERFORMANCE ANALYSIS

The purpose of this request is to vacate a 20' foot strip of right-of-way originally dedicated for an irrigation line. The irrigation line is no longer needed and controlled by the Hayden Lake Irrigation District. The additional right-of-way can be incorporated into the development of the adjoining property. All utilities are existing and in place, and there is no foreseeable use for the additional right-of-way. The Development Review Team was informed about this vacation.

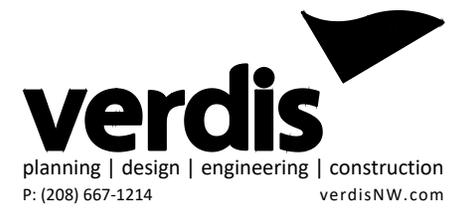
RECOMMENDATION

City Council should approve the vacation action per Idaho Code Section 50-1306 and to vacate the property to the applicant John A. Beutler, Vista Meadows, LLC.



RIGHT OF WAY VACATION VICINITY MAP

SOUTH OF TRACT 328
 AMENDED PLAT OF HAYDEN LAKE IRRIGATED TRACTS
 IN A PORTION OF SEC. 27, T. 51 N., R. 4 W., B.M.,
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



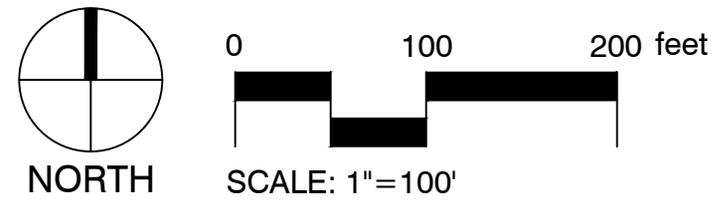
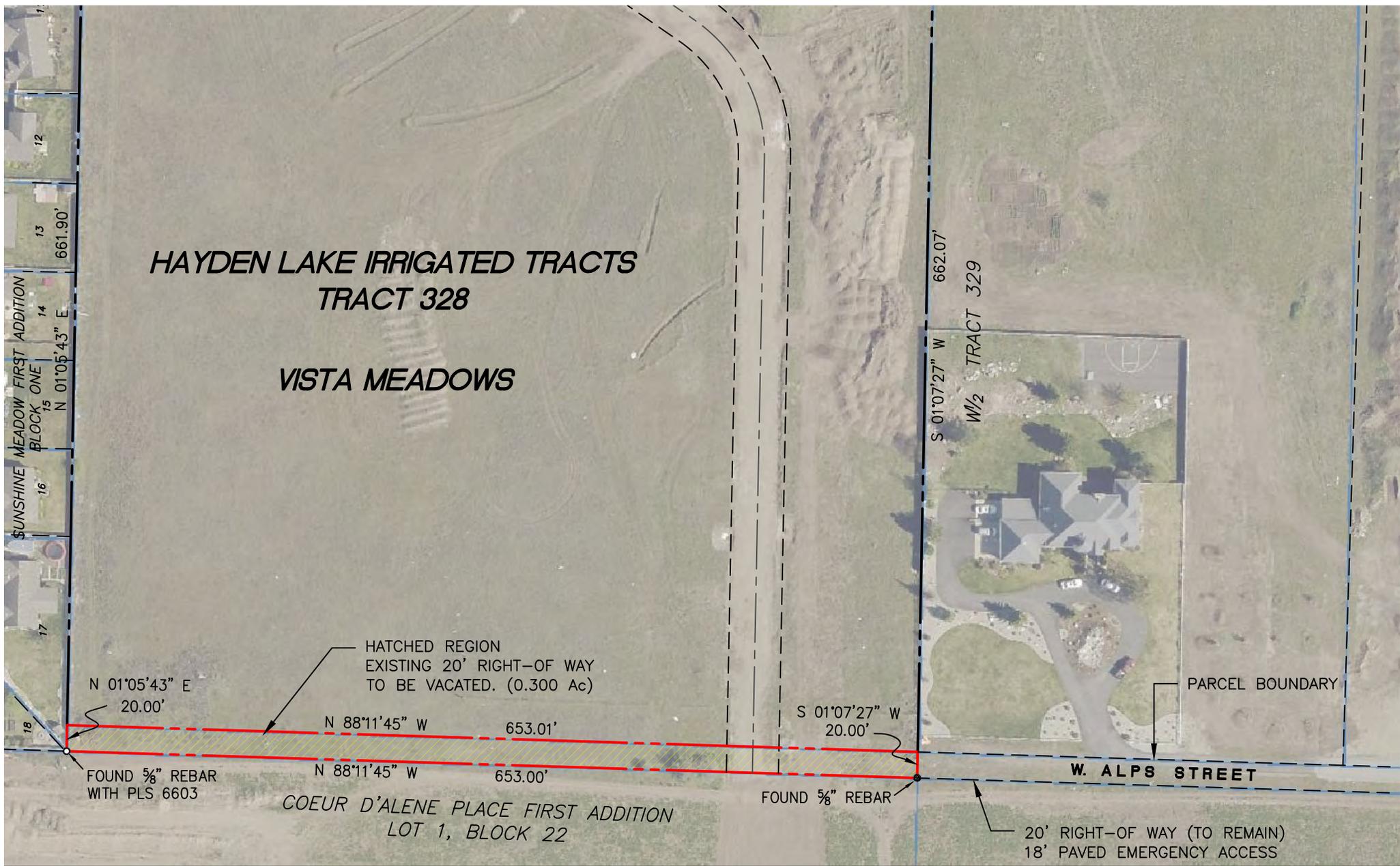


EXHIBIT OF RIGHT OF WAY VACATION

SOUTH OF TRACT 328
 AMENDED PLAT OF HAYDEN LAKE IRRIGATED TRACTS
 IN A PORTION OF SEC. 27, T. 51 N., R. 4 W., B.M.,
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

ORDINANCE NO. _____
COUNCIL BILL NO. 21-1002

AN ORDINANCE OF THE CITY OF COEUR D'ALENE VACATING A PORTION OF UNDEVELOPED RIGHT-OF-WAY IN THE AMENDED PLAT OF HAYDEN LAKE IRRIGATED TRACTS, RECORDED IN BOOK C OF PLATS ON PAGES 66 & 67, RECORDS OF KOOTENAI COUNTY, COEUR D'ALENE, IDAHO, GENERALLY DESCRIBED AS THAT TWENTY FOOT (20') WIDE STRIP OF LAND ADJOINING THE SOUTHERN BORDER OF TRACT 328 OF SAID PLAT; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after public hearing, the City Council finds it to be in the best interests of the City of Coeur d'Alene and the citizens thereof that said portion of right-of-way be vacated.

NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Coeur d'Alene:

SECTION 1. That the following described property, to wit:

Legal description and drawing, attached as Exhibits "A & B"

be and the same is hereby vacated.

SECTION 2. That said vacated right-of-way shall revert to the adjoining property owners to the north.

SECTION 3. That the existing right-of-way, easements, and franchise rights of any lot owners, public utility, or the City of Coeur d'Alene shall not be impaired by this vacation, as provided by law, and that the adjoining property owners shall in no manner place any obstruction over any public utilities.

SECTION 4. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 5. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an ordinance of the City of Coeur d'Alene at a regular session of the City Council on February 2, 2021.

APPROVED by the Mayor this 2nd day of February, 2021.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. ____
V-20-07, AMENDED PLAT OF HAYDEN LAKE IRRIGATED TRACTS UNDEVELOPED
RIGHT-OF-WAY VACATION

The City of Coeur d'Alene, Idaho hereby gives notice of the adoption of Coeur d'Alene Ordinance No. ____, vacating Amended Plat of Hayden Lake Irrigated Tracts undeveloped right-of-way.

Such right-of-way is more particularly described as follows:

Attached Exhibits "A" & "B" are on file in the City Clerk's Office.

The ordinance further provides that the ordinance shall be effective upon publication of this summary. The full text of the summarized Ordinance No. ____ is available at Coeur d'Alene City Hall, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814 in the office of the City Clerk.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am Chief Civil Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, V-20-07, Amended Plat of Hayden Lake Irrigated Tracts undeveloped right-of-way vacation and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 2nd day of February, 2021.

Randall R. Adams, Chief Civil Deputy City Attorney

EXHIBIT 'A'

LEGAL DESCRIPTION OF
CITY OF COEUR D'ALENE RIGHT-OF-WAY VACATION BOUNDARY
PORTION OF NE 1/4 SEC. 27, TSHP. 51 N., RNG. 4 W., B.M., KOOTENAI COUNTY, IDAHO

December 14 2020

Being that portion of the Northeast Quarter of Section 27, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho more particularly described as follows:

BEGINNING at the southwest corner of Tract 328 of "Amended Plat of Hayden Lake Irrigated Tracts," according to the plat thereof recorded in Book 'C' of plats, Pages 66 & 67 (Inst. No. 47822), said southwest corner being a point on the north line of a 20.00 feet wide strip of right of way situated along, south of and adjoining the southern border of said Tract 328 as shown on said plat;

Thence $S1^{\circ}05'43''W$ along the southerly prolongation of the west line of said tract a distance of 20.00 feet to the south line of said right of way strip;

Thence $S88^{\circ}11'45''E$ along said south line a distance of 653.00 feet to the southerly prolongation of the east line of said tract;

Thence $N1^{\circ}07'27''E$ along said southerly prolongation a distance of 20.00 feet to the southeast corner of said tract, said southeast corner being a point on said north right of way line;

Thence $N88^{\circ}11'45''W$ along said north right of way line a distance of 653.00 feet to the Point of Beginning.



EXHIBIT 'B'

HAYDEN LAKE IRRIGATED TRACTS TRACT 328

VISTA MEADOWS

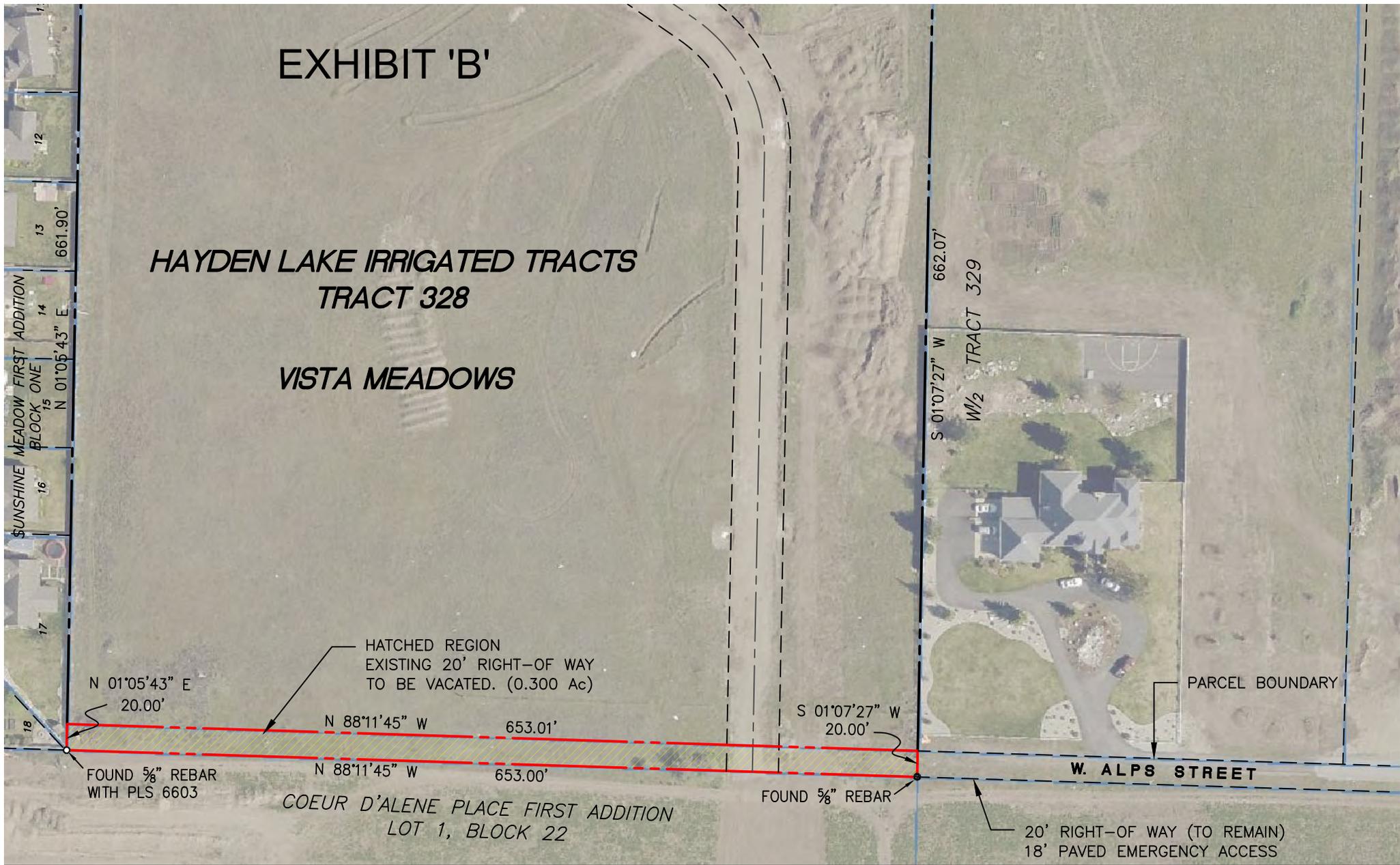
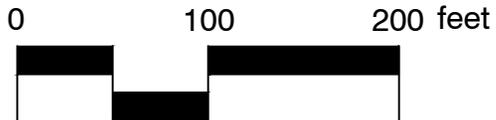
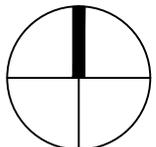


EXHIBIT OF RIGHT OF WAY VACATION

SOUTH OF TRACT 328
AMENDED PLAT OF HAYDEN LAKE IRRIGATED TRACTS
IN A PORTION OF SEC. 27, T. 51 N., R. 4 W., B.M.,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



NORTH SCALE: 1"=100'

CB 21-1002