

**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 3 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 seating to approximately 15 seats, 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](mailto: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/j/99918005838> 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](http://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 16, 2021: 6:00 p.m.**

**A. CALL TO ORDER/ROLL CALL**

**B. INVOCATION:** Pastor Stuart Bryan with Trinity Church

**C. PLEDGE OF ALLEGIANCE:**

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

**E. PRESENTATIONS:**

1. Update on Alcohol Violations

**Presentation by: Police Chief White and  
Captain Doty and Lt. Gripton from Idaho State Patrol**

2. Proclamation for Red Cross Month

**Accepted by: Local Red Cross Volunteer Mike Bullard**

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

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

**G. ANNOUNCEMENTS:**

1. **City Council**
2. **Mayor Appointments** – Jon Ingalls to the Planning Commission, Phil Ward to the Design Review Commission, and Katherine Hoyer to the CDATV Committee.

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

1. Approval of Council Minutes for the February 1, and February 2, 2021, Council Meetings.
2. Approval of General Services/Public Works Committee Minutes for the February 8, 2021, Meeting.
3. Approval of Bills as Submitted.
4. Approval of Financial Report.
5. Setting of General Services/Public Works Committee Meeting for Monday, February 22, 2021, at 12:00 noon.
6. Setting of a Public Hearings for March 16, 2021:
  - a. V-20-05 Vacation of Alley Right-of-Way Located in the Final Plat of Shaw's Subdivision in the City of Coeur d'Alene.
  - b. V-20-01 Vacation of a Portion of Excess Seltice Way Right-of-Way Adjoining the Southerly Boundary of the Coeur d'Alene Honda Auto Dealership & Tax # 3599 in the City of Coeur d'Alene.
  - c. A-1-21: A Proposed 21.6-acre Annexation from County Agriculture, Commercial & Light Industrial to City R-17 & C-17, Located at the Northeast Corner of Wilbur Ave and Hwy 95 Applicant: Dodge Heritage, LLC/JB Dodge Co. LL
7. **Resolution No. 21-009** - Acceptance of Utility Easement for a Sewer Line for the Delcardo Village Subdivision, Pursuant to Subdivision Code Requirement.

**As Recommend by the Wastewater Utility Project Manager**

**I. OTHER BUSINESS:**

1. **Resolution No. 21-010** – Approval of a Professional Services Agreement with JUB Engineers, Inc., in the Amount of \$453,449.00, for the Sewer Collection System Master Plan Update.

**Staff Report by: Mike Becker, Wastewater Capital Program Manager**

2. **Resolution No. 21-011** - Adoption of the 2021 Parks and Recreation Master Plan.

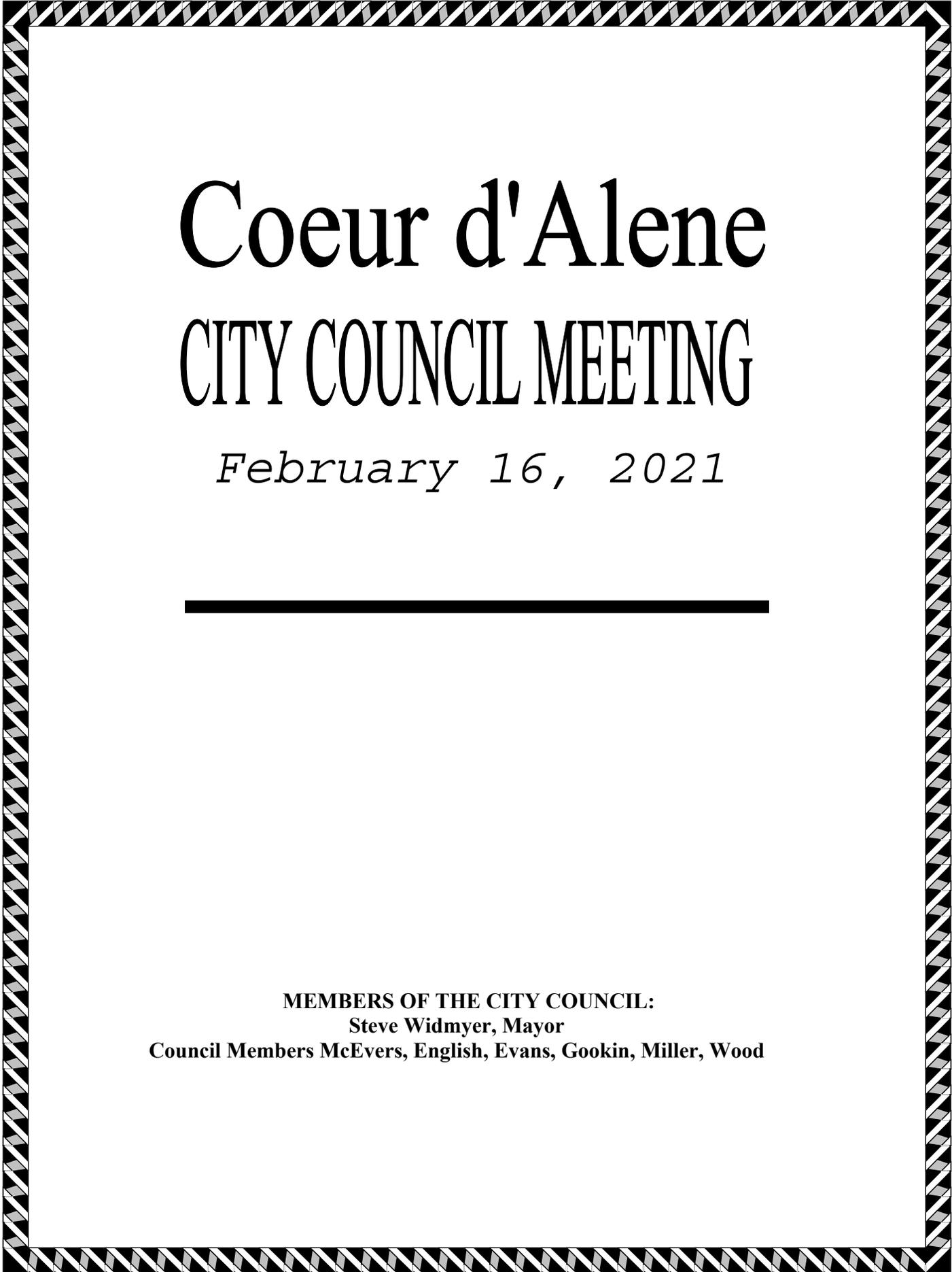
**Staff Report by: Monte McCully, Trails Coordinator**

**J. PUBLIC HEARING:**

1. (Legislative) Community Development Block Grant Annual Action Plan for Plan Year 2021.

**Staff Report by: Chelsea Nesbit, CDBG Specialist**

**K. ADJOURNMENT**



# Coeur d'Alene

## CITY COUNCIL MEETING

*February 16, 2021*

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**MEMBERS OF THE CITY COUNCIL:**

**Steve Widmyer, Mayor**

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

# PRESENTATIONS

PROCLAMATION

WHEREAS, *the American Red Cross has touched many lives in Coeur d'Alene as well as across the country and around the world.*

WHEREAS, *the American Red Cross is synonymous with helping people, and has been doing so for more than 130 years.*

WHEREAS, *throughout the past year, the American Red Cross launched hundreds of disaster relief operations in the United States to help people affected by fires, floods, hurricanes and tornadoes.*

WHEREAS, *our local Greater Inland Northwest Chapter of the Red Cross works tirelessly through its strong network of local volunteers to support us when disaster strikes, when someone needs life-saving blood, or the comfort of a helping hand. When disasters like wildland fires, flooding, and severe weather emergencies strike, our local Red Cross volunteers are there to support our public safety responders and provide emergency shelters for our community.*

WHEREAS, *our Greater Inland Northwest Chapter local disaster teams respond to assist the families displaced by house or apartment fires. It also provides 24-hour support to members of the military, veterans and their families, and provides training in first aid and CPR.*

WHEREAS, *for nearly 100 years, United States presidents have called on the American people to support the Red Cross and its humanitarian mission.*

WHEREAS, *our community depends on the American Red Cross and because it is not a government agency, the Red Cross depends on support from the public to continue its humanitarian work.*

NOW, THEREFORE, I STEVE WIDMYER Mayor of the City of Coeur d'Alene, Idaho, do hereby proclaim the month of March, 2021 as

*“RED CROSS MONTH”*

*I encourage the people of the City of Coeur d'Alene and our community to take steps to be ready for emergencies through preparedness activities. Also, to support the humanitarian mission of the Greater Inland Northwest Chapter of the American Red Cross by volunteering, getting trained, or donating.*

*IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d'Alene to be affixed this March , 2017.*

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*Steve Widmyer, Mayor*

ATTEST:

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*Renata McLeod, City Clerk*

# ANNOUNCEMENTS

# Memo to Council

DATE: February 5, 2021

RE: Appointments to Boards/Commissions/Committees

The following reappointments are presented for your consideration for the February 16, 2021, Council Meeting:

JON INGALLS  
PHIL WARD

Planning Commission (Reappointment)  
Design Review Commission (Reappointment)

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

Sincerely,

Sherrie Badertscher  
Executive Assistant

cc: Renata McLeod, Municipal Services Director  
Hilary Anderson, Community Planning Director

# Memo to Council

DATE: February 9, 2021

RE: Appointment to Boards/Commissions/Committees

The following reappointment is presented for your consideration for the February 16, 2021, Council Meeting:

KATHERINE HOYER

CDATV Committee (Reappointment)

A copy of the data sheet has been placed by your mailboxes.

Sincerely,

Sherrie Badertscher  
Executive Assistant

cc: Renata McLeod, Municipal Services Director

# CONSENT CALENDAR

MINUTES OF A CONTINUED MEETING OF THE  
COEUR D'ALENE CITY COUNCIL  
HELD IN THE LIBRARY COMMUNITY ROOM  
ON FEBRUARY 1, 2021 AT 5:30 P.M.

The City Council of the City of Coeur d'Alene met in continued session in the Library Community Room held at 5:30 P.M. on February 1, 2021, there being present upon roll call a quorum.

Steve Widmyer, Mayor

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

**STAFF PRESENT:** Troy Tymesen, City Administrator; Mike Gridley, City Attorney; Renata McLeod, City Clerk; Sherrie Badertscher, Executive Administrative Assistant, Hilary Anderson, Community Planning Director; Sean Holm, Senior Planner.

**CALL TO ORDER:** Mayor Widmyer called the meeting to order and noted that the purpose of the meeting was to receive an update on progress; overview of the draft Policy Document and Planning Commission recommendations; and discuss next steps for the Envision CDA Project (Comprehensive Plan Update).

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

Senior Planner Sean Holm noted staff's desire to receive direction regarding the incorporation of the draft policy framework document and implementation plan into the Envision Coeur d'Alene document (Comprehensive Plan Update for the City and Vision and Implementation Plan for CDA 2030). He noted that staff expects there to be minor refinements going forward, but they want to ensure that staff is currently moving in the right direction in crafting this policy document. As a part of this meeting, staff will be requesting action on the four issues that were presented in the most recent survey: Affordable housing, Childcare, Equity and inclusion, and Lake Health. He reviewed the purpose of a comprehensive plan noting that it is a 20-year guiding document that meets the state mandated requirements, as well as a document that provides planning tools at a local level. He noted that this guidance in the document will be used as one of the findings in a land use decision; however, this is not a code book regarding zoning, building, or fire codes. He clarified that the focus of tonight is Part 3 of the plan.

Mr. Holm introduced Alex Dupey with MIG, Inc., who is the consultant presenting the information today. Mr. Dupey noted that they had incorporated the CDA 2030 implementation plan into this planning document for ease of use, as well as meeting the state required

implementation plan. He explained the community survey and its results, noting additional questions from the community they are seeking input on.

Mr. Dupey explained that they have been working toward refining the documents and seek to incorporate the internal survey results into the policy framework and incorporate the framework into the draft plan. He reviewed the outline of the draft plan to include the four parts of the Background/Organization, About Coeur d'Alene, Envision (vision for the future), and Land Use and Design (which will be discussed at next week's workshop). He explained that Appendix A, which includes action items, is a document that includes the implementation strategy. This was separated as an appendix, intentionally, in order to create an easier method to update the action items.

Nicole Kahler, Executive Director of CDA 2030 noted that the implementation plan was adopted by the Council in June 2014. In the recent past CDA 2030 has partnered with the City on various large projects. CDA 2030 is sharing their framework that has been embraced by community members. They will take the City focus to a broader community focus. They look forward to working on items such as the lake health and childcare needs in the community.

Mr. Dupey explained the Part 3, Envision section of the framework, noting they used the following guiding principles categories: education/learning, environment and recreation, growth and development, community and identity, health and safety, and jobs and economy. He reviewed the associated goals and objectives, noting that not all actions are the City's responsibility to implement, rather community-wide goals noted within the CDA 2030 plan. He explained that the Planning Commission recommended that the draft policy framework be moved into the draft envision plan and agreed that future reviews and revisions will be completed as part of the draft plan review process. He clarified that the leadership survey (included responses from the City Council and Planning Commission members) contained 16 responses and had questions regarding how to address affordable housing, childcare, equity and inclusion, and the health of the lake. He reiterated that they wanted to focus the direction on what to include in the draft plan to ensure there will be a comprehensive document for review.

City Attorney Mike Gridley noted that the process that is being followed is set by state law, noting the duty of the Planning Commission to review and recommend the plan, with the ultimate approval before the City Council. The public hearing and final input time will come later.

Mr. Dupey noted that the next steps include a February 8, 2021, land use scenario workshop, followed by several Planning Commission meetings to discuss the land use maps. Thereafter, the maps will be presented for Council input, then a final plan to move forward to Council in May/June.

**DISCUSSION:** Councilmember Wood asked if the Comprehensive Plan will be coordinated with other department's plan documents, such as the Parks Master Plan. Mr. Holm noted that it is the intent of the plan to coordinate information, he will make sure to look at the updated Parks Plan. Councilmember McEvers asked how the state required 17 items compare to the past Comprehensive Plan. Mr. Holm noted that there are several items that are added, but not all 17

are new. Councilmember Wood asked for clarity regarding childcare needs/regulations requested. Ms. Kahler noted that it could mean building more quality daycares, ensuring appropriate background checks are conducted and there is a current need for more infant care centers. Councilmember Gookin asked if the Planning Commission put the framework into the plan and sought clarity of the Council's role. Mr. Dupey noted that the Planning Commission looked at the community survey and recommended the framework be presented to Council, to include the leadership survey results be added to the framework document to be included in the final review. Councilmember Gookin stated he felt that Council should be the policy maker rather than Planning Commission. The Mayor noted that this is a recommendation from the Planning Commission and that Council gets to make the final decision. Councilmember Miller explained that she believes that this is a huge undertaking that has been in the works over many years, and they should be working together. If the Planning Commission members are making a recommendation to Council, the Council can discuss and agree or not. Councilmember Wood noted that there has to be a starting point and Council will decide and will study the material, and looks for guidance from Planning Commission and staff. Councilmember English noted that there were 1,000 responses to the survey and he is encouraged by the public input and believes in the role of the Planning Commission to help organized the information.

**Affordable Housing:** Discussion ensued regarding how the City could meet the action items as outlined. Mr. Dupey explained that adding the items discussed, would mean that it they would be placed at a higher priority. He noted that from a comprehensive plan standpoint, this document would not solve all of the action items, rather it would be a guide to give direction to search for options. Additionally, this would serve as a 30,000-foot viewpoint and a vision document with implementation strategies for the community. The majority of the Council agreed that the three (3) highest vote categories from the survey should be included. Councilmember Gookin noted that he feels that the zoning code should determine density. He believes that jobs are needed that create affordability for the housing we have.

**Equity and Inclusion:** Discussion ensued regarding the need for an equity statement within the comprehensive plan document. Mr. Dupey noted that other cities have adopted a policy and/or statement saying that they will not discriminate and look for options to ensure equal access to all members of the community. Mr. Gridley noted that as developments come forward the Council will be asked to make findings as to whether or not the request meets the comprehensive plan goals, and this is one that is easy to check. The majority of the Council agreed that an equity statement should be included.

**Education/Learning to include childcare:** Discussion ensued regarding the ability to create needed space for future schools. The majority of Council agreed that the City could support, but can't mandate land for the School District. Mr. Dupey noted that as part of development applications, the City can ask about school sites. Discussion ensued regarding childcare being included under the education category and what is being sought for childcare. Mr. Holm gave the example of a recent code amendment for home occupation daycares, previously not allowed to have an employee, can now have one (1) employee. Councilmember Evans reiterated that some actions are City lead and some city supported, this would be a city lead item. The Majority of the Council agreed to keep this in the draft plan.

**Environmental and Recreation/ Health of the lake:** Mr. Dupey noted that this section includes approximately 53 action items. He noted that stormwater might fall into this category. Mayor Widmyer noted that stormwater is something the city controls, and that the bigger issue is the health of the lake and where we are going in the future. It was agreed this was an important element to keep in the draft plan.

**Health and Safety:** Mr. Dupey noted that this section would include mental health, crisis services, expanding youth programs, and reducing the homeless population. The Council agreed to include this in the draft plan.

**Jobs and Economy:** Mr. Dupey noted that this section relates to jobs for affordability in housing and expanding/attracting new businesses, and more opportunities for startups. Several community items that were included are surrounding youth education and retaining educated youth. Discussion ensued regarding what role the City could play in these areas and how to not duplicate existing programs offered by higher education schools. Mr. Dupey explained that these action items were brought forward through focus groups and within the CDA 2030 implementation plan, as well as the existing Comprehensive Plan, and could be viewed as a method/support of enhancing the existing services.

Discussion continued regarding the 17 items required under the state code. Mr. Holm clarified the new plan is combining elements and adding specificity, such as the land use map that will be discussed at next week's workshop. Mr. Dupey clarified that there is a state requirement for the implementation plan, which is met through Appendix A. Councilmember Miller noted that this is a vision for the future and builds the brand of Coeur d'Alene. Councilmember Gookin noted that jobs and housing are intertwined and believes that urban renewal is a tool available to bring jobs.

**MOTION:** Motion by Miller, seconded by Evans to direct staff to incorporate internal survey results into the Policy Framework and incorporate Policy Framework into the Draft Plan.

**DISCUSSION:** Councilmember McEvers noted that he spent time last week going over the old comprehensive plan and got a better feeling about the movement toward the proposed new plan. However, he felt that more discussion of each goal should have occurred tonight. Mayor Widmyer asked what items the Council wanted to further discuss. Councilmember Miller noted that she felt the items discussed will go into the draft plan and once it is all integrated, they will get an opportunity to go through the entire draft plan, which needs to include the land use maps, etc. Councilmember Gookin express concern that the state has mandated the 17 items as that should be a local decision, and that he didn't see the value of adding the CDA 2030 portion. Additionally, he felt that general statements in the plan should be more specific to the market/conditions within Coeur d'Alene. Mr. Holm noted that this is an aspirational document of where the City would want to be in 20 years, and he looks for continued input from Council and they strive to put more specifics in the draft plan. Councilmember Wood noted there are items that are required and there aren't finite details at this point; however, they have discussed housing, equity, jobs, lake management, and she is comfortable continuing down the path to develop the draft plan.

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

**ADJOURN:** Motion by McEvers, seconded by Gookin that there being no further business of the City Council, this meeting is adjourned. **Motion carried.**

The meeting adjourned at 8:02 p.m.

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Steve Widmyer, Mayor

ATTEST:

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Renata McLeod, CMC  
City Clerk

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

February 2, 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 February 2, 2021, at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

Dan Gookin	)	Members of Council Present
Christie Wood	)	
Dan English	)	
Kiki Miller	)	
Amy Evans	)	
Woody McEvers	)	Members of Council Not Present

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

**INVOCATION:** Pastor Chris Lauri with Anthem CDA provided the invocation.

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

**CONSENT CALENDAR:**

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 RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE VISTA MEADOWS FIRST ADDITION FINAL PLAT AND ACCEPTING IMPROVEMENTS, THE SUBDIVISION MAINTENANCE/ 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

**MOTION:** Motion by Gookin, seconded by Evans, to approve the Consent Calendar as presented, including **Resolution No. 21-006**.

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

## 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.

**STAFF REPORT:** Wastewater Capital Program Manager Mike Becker explained that the boilers used at the Wastewater facility provide heat to optimize the Treatment Plant's sludge digestion process. In accordance with the Facility Plan, the boilers have reached the end of their useful life and were scheduled for replacement this fiscal year. Last Fall, Boiler #1 was no longer operational. The newer models provide for some energy efficiencies. Staff conducted a formal bid process with two bidders responding. R.B. Wilbur, Co. provided the lowest responsive bid in the amount of \$83,705.00. The department has the budget authority under Equipment Replacement.

**MOTION:** Motion by Gookin, seconded by English to approve **Resolution No. 21-007**; approving award of bid to R.B. Wilbur, Co. and authorization to purchase a hot water boiler replacement.

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

## 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.

**STAFF REPORT:** Water Department Director Terry Pickel explained that 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 their 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 epoxy coating was apparently sprayed on and not properly cleaned and machined afterwards, causing problems with proper pump alignment. 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. An alternate bid was included for potential cleaning of the well. Due to the 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. 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. The existing records did not match what was discovered upon removal. The project 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 the well needs 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.

**DISCUSSION:** Councilmember Gookin asked if this was the same well that had to be replaced five years ago. Mr. Pickel noted that it has not been pulled since 2003, the previous one was the Landings Well. Councilmember Miller asked for specifics on what is covered by Change Order 2. Mr. Pickel noted that it will cover the costs of the video, swabbing and baling, and surge and pumping of the well if needed, but no additional costs should arise.

**MOTION:** Motion by Gookin, seconded by Wood, to approve **Resolution No. 21-008;** approving 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 approving spending authority up to \$17,500 should further maintenance be necessary.

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

**LEGISLATIVE HEARING - 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**

**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.

**STAFF REPORT:** Engineering Project Manager Dennis Grant noted that the applicant, John A. Beutler, Vista Meadows, LLC, is requesting the vacation of right-of-way that adjoins the southerly boundary of his property in Tract 328 of the Amended Plat of Hayden Lake Irrigated Tracts. The requested right-of-way was originally dedicated to the Public in the Amended Plat

of Hayden Lake Irrigated Tracts in 1910. The purpose of the request is for the additional land to 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. Therefore, the vacation of the portion of right-of-way adjoining the parcel would not impact the City and would be a benefit to the property owner. Mr. Grant noted that he sent out 27 mailings with one response in favor and two neutral.

**DISCUSSION:** Councilmember Evans questioned the marker on the map for Riverstone Park, on the southern border, as it appears to be an error. Mr. Grant noted that the applicant provided the exhibit and believes it is in error.

Mayor Widmyer opened public comments and, with none being heard, public testimony was closed.

**MOTION:** Motion by Evans, seconded by Miller, to dispense with the rule and read Council Bill No. 21-1002 once by title only.

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

**MOTION:** Motion by Evans, seconded by Miller, to adopt Council Bill No. 21-1002.

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

**RECESS:** Motion by Gookin, seconded by Miller to 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. **Motion carried.**

The meeting adjourned at 6:24 p.m.

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Steve Widmyer, Mayor

ATTEST:

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Renata McLeod, CMC  
City Clerk

February 8, 2021  
**GENERAL SERVICES/PUBLIC WORKS COMMITTEE**  
**MINUTES**  
**12:00 p.m., Library Community Room**

**COMMITTEE MEMBERS**

Council Member Amy Evans, Chairperson  
Council Member Christie Wood  
Council Member Dan English

**STAFF**

Juanita Knight, Senior Legal Assistant  
Mike Becker, Capital Program Manager, Wastewater  
Randy Adams, Chief Civil Deputy City Attorney  
Bill Greenwood, Parks and Recreation Director  
Monte McCully, Trails Coordinator, Parks and Recreation  
Dennis Grant, Engineering Project Manager

**Item 1. Approval of a Professional Services Agreement with J.U.B. Engineers, Inc., in the Amount of \$453,449.00, for the Sewer Collection System Master Plan Update.**

**(Agenda)**

Mike Becker, Capital Program Manager, Wastewater, is requesting Council authorize the Wastewater Department (WW) to execute an agreement with J.U.B. Engineers, Inc., for Professional Services associated with the Wastewater Department's Sewer Collection System Master Plan Update at a cost of \$453,449.00. Mr. Becker explained in his staff report that the Sewer Collection System Master Plan (SMP) is a comprehensive study of the City's public sewerage conveyance system under existing, committed and future flow conditions. Since 2002, it has been a vital tool used by the WW to:

- Update the City's Geographic Information System (GIS) Mapping for optimizing WW Operation and Maintenance (O&M) of the City's sewer Infrastructure.
- Prioritize annual rehabilitation and replacement projects of the City's aging sewer infrastructure.
- Identify possible stormwater inflow sources and provide remediation recommendations.
- Calibrate and hydraulically model sewer flows for existing conditions (current flows), near-term conditions (committed or reserved flows for vacant areas within the City), and long-term conditions (future flows for areas outside of City Limits but within the Area of City Impact).
- Identify capacity limitations within the City's sewer infrastructure and recommend cost-effective upsizing or rerouting solutions.
- Assist the WW in subdivision and project development sewer infrastructure planning and design.
- Supplement the WW's Treatment Plant Facility Plan by others and identify treatment facility upgrade projects due to changes in sewer flows and constituents.
- Aid in developing the WW annual budget.
- Develop a comprehensive Capital Improvement Plan (CIP) for the next 5 to 10 years.

Mr. Becker further explained that the project will take two (2) years to complete. WW budgeted \$200,000 within the current FY 2020/2021 Financial Plan under #031-022-4352-7902 and WW will budget the remainder of the contract price in FY 2021/2022. J.U.B. Engineers, Inc., is uniquely qualified to perform the hydraulic modelling and reporting for this SMP Update project. Subsequently, J.U.B. was selected for this project in accordance with Idaho Statute § 67-2320(4) that allows for the City to negotiate a new professional services

contract for an associated or phased project. This project is a continuation of the last four (4) previous SMP updates where J.U.B. has already collected, compiled, and built the hydraulic model using Info-SWMM® modelling software.

**MOTION: by Wood, seconded by English, to recommend that Council approve a Professional Services Agreement with J.U.B. Engineers, Inc., in the amount of \$453,449.00 for the Sewer Collection System Master Plan Update. Motion Carried.**

**Item 2.           Adoption of the 2021 Parks and Recreation Master Plan.  
(Agenda)**

Monte McCully, Trails Coordinator, is requesting Council approve the adoption of the 2021 Parks and Recreation Master Plan. Mr. McCully explained in his staff report that the City adopted the current Parks and Recreation Master Plan in 2008 and has implemented many of the recommendations. There have been many changes to the City since then and an update to the plan is needed. The Coeur d’Alene Parks and Recreation Department created this plan in-house as opposed to hiring it out to an outside agency. This plan inventories park and recreation facilities as well as provides suggested recommendations for future parks by 2040. Although the plan is projecting for growth by the year 2040, the plan will need to be updated in 10 years to make sure we are meeting the needs of the community. The Department is seeking to develop a plan that will provide the citizens of Coeur d’Alene the facilities and programs they need for outdoor recreation now and well into the future. After the October 2020 meeting, staff reopened the Master Plan to public comment and received another 500 responses from local residents. The new responses verified all the previous findings with the exception of a strong show of support for more pickleball facilities and a water trail. Adopting the plan does not oblige the City to allocate funds for implementation of the plan. When a project is identified, it is either funded by applying for grants, obligating new annexations and developments to put in facilities, or requesting it be put in the budget in the future.

Councilmember English asked Mr. McCully to describe “Natural / Nature Parks” in more detail. Mr. McCully explained that a Nature Park is kept as natural as possible. They don’t add amenities like drinking fountains, restrooms, playgrounds, etc. If space allows, they will have a parking lot but it’s mostly hiking trails and sometimes biking trails. They manage the forest & trails just enough to keep things healthy but leave it in its natural state.

**MOTION: by Wood, seconded by English, to recommend that Council adopt the 2021 Parks and Recreation Master Plan. Motion Carried.**

**Item 3.           V-20-05 Vacation of Alley Right-of-Way Located in the Final Plat of Shaw’s Subdivision.  
(Consent Calendar)**

Dennis Grant, Engineering Project Manager, is requesting Council approve the vacation of alley right-of-way located in the final plat of Shaw’s Subdivision. Mr. Grant explained in his staff report that the general location is between Davidson Avenue and Emma Avenue west of Government Way. The requested right-of-way was originally dedicated to the City of Coeur d’Alene in the Shaw’s Subdivision in 1914. The purpose of the request is to vacate an eleven foot (11’) wide, unimproved public alley that there is no foreseeable use for. The alley does not contain any City utilities. The franchise utilities would keep their access easement as part of the

vacation ordinance. The Development Review Team was informed about this vacation. The vacation of the requested right-of-way would not have any financial impact on the City and would add approximately 2,805 square feet to the County tax roll. Although a minor amount, it would be a benefit to the municipality as tax revenue and to the land owners whose lots adjoin the alley.

**MOTION: by English, seconded by Wood, to recommend that Council proceed with the vacation process, as outlined in Idaho Code Section 50-1306, and set a public hearing for March 16, 2021. Motion Carried.**

**Item 4. V-20-01 Vacation of a Portion of Excess Seltice Way Right-of-Way Adjoining the Southerly Boundary of the Coeur d’Alene Honda Auto Dealership & Tax # 3599.  
(Consent Calendar)**

Dennis Grant, Engineering Project Manager, is requesting Council approve the vacation of excess right-of-way along the southerly property frontage on Seltice Way. Mr. Grant explained in his staff report that the four (4) lane divided highway known as Seltice Way was originally constructed in 1926 as US Highway 10, with the portion from Coeur d’Alene to the Idaho/Washington boundary being replaced by I-90 in 1971. The right-of-way width adjoining the subject property varies in width and is +/- 200’. The purpose of the request is to vacate the unused portion of right-of-way along the north side of Seltice Way, East of Atlas Road. Seltice Way was recently reconstructed, widened and rebuilt. As part of this construction, a bike path was added along the north side of Seltice Way. The applicants are proposing to vacate a portion of Seltice Way, which is approximately 2 feet north of the current trail as shown on the exhibit. The request would not have any impact on future expansion of the Seltice Way corridor since the current project is complete. The vacation of the requested right-of-way would not have any financial impact on the City and would add approximately 0.60 acres to the County tax roll. It would be a benefit to the municipality as tax revenue and to the land owners whose lots adjoin the strip of usable property. Mr. Grant added that there are some City utilities in the rights of way that will require the applicant to give the City an easement for the utilities. Mr. Grant said he plans to bring the two easements for Council approval the same night as the hearing for the vacation.

**MOTION: by English, seconded by Wood, to recommend that Council proceed with the vacation process, as outlined in Idaho Code Section 50-1306, and set a public hearing for March 16, 2021. Motion Carried.**

The meeting adjourned at 12:38 p.m.

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

CITY OF COEUR D'ALENE  
 BUDGET STATUS REPORT  
 FOUR MONTHS ENDED  
 January 31, 2021

RECEIVED

FEB 8 2021

CITY CLERK

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 1/312021	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$243,342	\$75,122	31%
	Services/Supplies	8,400	708	8%
Administration	Personnel Services	214,699	71,915	33%
	Services/Supplies	3,000	178	6%
Finance	Personnel Services	695,484	224,297	32%
	Services/Supplies	539,300	281,360	52%
Municipal Services	Personnel Services	1,278,345	394,555	31%
	Services/Supplies	516,561	319,912	62%
	Capital Outlay	10,000	9,715	97%
Human Resources	Personnel Services	342,230	113,567	33%
	Services/Supplies	76,595	40,721	53%
Legal	Personnel Services	1,265,260	407,738	32%
	Services/Supplies	48,153	6,731	14%
Planning	Personnel Services	641,592	202,232	32%
	Services/Supplies	85,300	22,516	26%
	Capital Outlay			
Building Maintenance	Personnel Services	336,901	84,895	25%
	Services/Supplies	210,625	69,259	33%
	Capital Outlay			
Police	Personnel Services	14,988,826	4,930,760	33%
	Services/Supplies	1,619,594	310,168	19%
	Capital Outlay	117,738	4,918	4%
Fire	Personnel Services	10,068,973	3,765,729	37%
	Services/Supplies	633,838	134,448	21%
	Capital Outlay	8,000	5,215	65%
General Government	Services/Supplies	153,050	1,276,210	834%
	Capital Outlay			
Police Grants	Personnel Services		21,738	
	Services/Supplies	6,000	4,200	70%
	Capital Outlay			
CdA Drug Task Force	Services/Supplies		600	
	Capital Outlay			
Streets	Personnel Services	3,073,344	979,301	32%
	Services/Supplies	1,772,853	271,275	15%
	Capital Outlay	135,000	52,023	39%
Parks	Personnel Services	1,751,110	484,544	28%
	Services/Supplies	697,620	115,441	17%
	Capital Outlay			

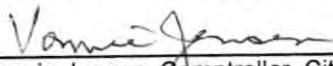
CITY OF COEUR D'ALENE  
BUDGET STATUS REPORT  
FOUR MONTHS ENDED  
January 31, 2021

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 1/31/2021	PERCENT EXPENDED
Recreation	Personnel Services	561,328	156,334	28%
	Services/Supplies	183,880	24,166	13%
	Capital Outlay			
Building Inspection	Personnel Services	918,356	298,928	33%
	Services/Supplies	40,129	7,864	20%
	Capital Outlay			
Total General Fund		<u>43,245,426</u>	<u>15,169,282</u>	<u>35%</u>
Library	Personnel Services	1,330,045	428,491	32%
	Services/Supplies	226,000	67,238	30%
	Capital Outlay	180,000	34,166	19%
CDBG	Personnel Services	74,754	21,766	29%
	Services/Supplies	620,278	68,902	11%
Cemetery	Personnel Services	200,837	62,200	31%
	Services/Supplies	105,950	29,707	28%
	Capital Outlay			
Impact Fees	Services/Supplies	450,000		
Annexation Fees	Services/Supplies	195,000	95,000	49%
Parks Capital Improvements	Capital Outlay	323,260	494,277	153%
Cemetery Perpetual Care	Services/Supplies	166,500	58,627	35%
Jewett House	Services/Supplies	26,353	2,019	8%
Reforestation	Services/Supplies	6,500	188	3%
Street Trees	Services/Supplies	112,000	18,305	16%
Community Canopy	Services/Supplies	1,500		
Public Art Fund	Services/Supplies	271,300	12,448	5%
		<u>4,290,277</u>	<u>1,393,333</u>	<u>32%</u>
Debt Service Fund		<u>876,281</u>		

CITY OF COEUR D'ALENE  
BUDGET STATUS REPORT  
FOUR MONTHS ENDED  
January 31, 2021

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 1/31/2021	PERCENT EXPENDED
LaCrosse Ave / NW Blvd	Capital Outlay	1,200,000		
Seltice Way Sidewalks	Capital Outlay			
Traffic Calming	Capital Outlay	15,997		
Kathleen Avenue Widening	Capital Outlay	885,635		
US 95 Upgrade	Capital Outlay			
15th Street	Capital Outlay		3,173	
Industrial Park Loop & Atlas	Capital Outlay			
Downtown Signal Imprvmnts	Capital Outlay	100,000		
Atlas Waterfront Project	Capital Outlay			
NW Blvd Traffic Signals	Capital Outlay		5,351	
		2,201,632	8,524	0%
Street Lights	Services/Supplies	733,250	165,820	23%
Water	Personnel Services	2,315,352	700,382	30%
	Services/Supplies	4,952,518	511,039	10%
	Capital Outlay	7,298,500	931,652	13%
Water Capitalization Fees	Services/Supplies	5,300,000		
Wastewater	Personnel Services	2,959,700	938,912	32%
	Services/Supplies	7,242,415	784,703	11%
	Capital Outlay	7,205,000	235,754	3%
	Debt Service	2,704,263	3,120,730	115%
WW Capitalization	Services/Supplies	1,484,809		
Sanitation	Services/Supplies	4,215,002	1,243,584	30%
Public Parking	Services/Supplies	1,600,036	323,182	20%
	Capital Outlay	40,000		
Drainage	Personnel Services	222,668	77,039	35%
	Services/Supplies	944,195	90,471	10%
	Capital Outlay	535,000	287	0%
Total Enterprise Funds		49,752,708	9,123,555	18%
Kootenai County Solid Waste		2,800,000	724,674	26%
Police Retirement		188,132	62,397	33%
Business Improvement District		176,000	40,000	23%
Homeless Trust Fund		5,300	2,193	41%
Total Fiduciary Funds		3,169,432	829,265	26%
TOTALS:		\$103,535,756	\$26,523,958	26%

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

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

RECEIVED

FEB 8 2021

CITY CLERK

City of Coeur d Alene  
Cash and Investments  
1/31/2021

Description	City's Balance
<b>U.S. Bank</b>	
Checking Account	3,293,114
Checking Account	53,688
Checking Account	54,029
Investment Account - Police Retirement	729,381
Investment Account - Cemetery Perpetual Care Fund	1,278,057
<b>Idaho Central Credit Union</b>	
Certificate of Deposit	271,070
<b>Idaho State Investment Pool</b>	
State Investment Pool Account	54,916,093
<b>Spokane Teacher's Credit Union</b>	
Certificate of Deposit	256,666
<b>Numerica Credit Union</b>	
Certificate of Deposit	1,017,161
<b>Cash on Hand</b>	
Finance Department Petty Cash	500
Treasurer's Change Fund	1,350
Library Change fund	180
Cemetery Change Fund	20
<b>Total</b>	<u><u>61,871,309</u></u>

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



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

RECEIVED

FEB 8 2021

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

CITY CLERK

FUND	BALANCE 12/31/2020	RECEIPTS	DISBURSE- MENTS	BALANCE 1/31/2021
<u>General-Designated</u>	\$1,943,028	\$61,960	\$10,436	\$1,994,552
<u>General-Undesignated</u>	2,845,999	36,257,564	20,898,781	18,204,782
<u>Special Revenue:</u>				
Library	(37,906)	838,684	148,502	652,276
CDBG	(22,229)	121,457	73,545	25,683
Cemetery	111,711	24,312	23,466	112,557
Parks Capital Improvements	677,901	5,313	396,150	287,064
Impact Fees	4,471,805	15,188		4,486,993
Annexation Fees	381	46,940		47,321
Cemetery P/C	1,313,130	4,470	16,861	1,300,739
Jewett House	26,567	7	947	25,627
Reforestation	28,991	8		28,999
Street Trees	174,381	3,146	3,183	174,344
Community Canopy	3,260			3,260
Public Art Fund	54,506	14		54,520
Public Art Fund - ignite	628,009	166		628,175
Public Art Fund - Maintenance	128,294	34	22	128,306
<u>Debt Service:</u>				
2015 G.O. Bonds	132,718	451,342		584,060
<u>Capital Projects:</u>				
Street Projects	726,874	192		727,066
<u>Enterprise:</u>				
Street Lights	172,132	50,182	51,004	171,310
Water	1,461,177	326,429	473,092	1,314,514
Water Capitalization Fees	7,581,361	33,165		7,614,526
Wastewater	8,794,710	1,304,223	1,118,400	8,980,533
Wastewater - Equip Reserve	1,199,753	27,500		1,227,253
Wastewater - Capital Reserve	2,500,000			2,500,000
WWTP Capitalization Fees	3,394,835	44,656		3,439,491
WW Property Mgmt	60,668			60,668
Sanitation	1,638,118	504,590	496,252	1,646,456
Public Parking	349,612	48,556	18,635	379,533
Drainage	1,344,722	86,025	28,460	1,402,287
Wastewater Debt Service	2,350,246	135,657		2,485,903
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	240,188	230,712	240,188	230,712
Police Retirement	753,596	14,605	30,656	737,545
Sales Tax	1,517	1,613	1,604	1,526
BID	207,945	3,855		211,800
Homeless Trust Fund	929	928	929	928
<b>GRAND TOTAL</b>	<u>\$45,258,929</u>	<u>\$40,643,493</u>	<u>\$24,031,113</u>	<u>\$61,871,309</u>

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

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

DATE: FEBRUARY 10, 2021  
TO: MAYOR AND CITY COUNCIL  
FROM: PLANNING DEPARTMENT  
RE: SETTING OF PUBLIC HEARING DATE: MARCH 16, 2021

Mayor Widmyer,

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

<u>ITEM NO.</u>	<u>REQUEST</u>	<u>COMMISSION ACTION</u>	<u>COMMENT</u>
A-1-21	Applicant: Dodge Heritage, LLC/JB Dodge Co. LL Location: Northeast corner of Wilbur Ave and Hwy 95 Request: A proposed 21.6-acre annexation from County Agriculture, Commercial & Light Industrial to City R-17 & C-17	Recommended approval	LEGISLATIVE

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **March 16, 2021**

## CITY COUNCIL STAFF REPORT

**DATE:** February 3<sup>rd</sup> 2021

**FROM:** Larry Parsons, Wastewater Utility Project Manager

**SUBJECT:** Utility Easement for Sewer Line

---

**DECISION POINT:** To accept the Utility Easement for a Sewer Line for the Delcardo Village Subdivision, pursuant to subdivision code requirement.

**HISTORY:** This Utility Easement for Sewer Line from Delcardo Village Subdivision/Harmony Homes LLC is for Wastewater Department to service and maintain the proposed sewer line to be constructed to serve said subdivision. This action is required by the City and staff has reviewed this Easement and recommends approval by the City.

**FINANCIAL ANALYSIS:** There is no financial impact to the city in accepting this Easement.

**REQUESTED ACTION:** To accept the Utility Easement for a Sewer Line for the Delcardo Village Subdivision, pursuant to subdivision code requirement.

RESOLUTION NO. 21-009

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AN EASEMENT FOR A SANITARY SEWER LINE IN THE DELCARDO VILLAGE SUBDIVISION FROM HARMONY HOMES, LLC.

WHEREAS, the Wastewater Superintendent of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene approve and accept a Utility Easement for a sanitary sewer line and an Easement Agreement with Harmony Homes, LLC, pursuant to terms and conditions set forth in the attached Exhibit "A" and by reference made a part hereof; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to approve said documents;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City approve and accept a Utility Easement for a sanitary sewer line and an Easement Agreement with Harmony Homes, LLC, in substantially the forms attached hereto as Exhibits "A" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said Easement and Agreement to the extent the substantive provisions of the documents remain intact.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and they are hereby authorized to accept such Utility Easement for a sanitary sewer line and to approve, accept, and sign the Easement Agreement on behalf of the City.

DATED this 16<sup>th</sup> 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 EVANS Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER WOOD Voted

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.

UTILITY EASEMENT FOR SEWER LINE

KNOW ALL MEN BY THESE PRESENTS, that HARMONY HOMES, LLC, whose address is 1000 NW BUD CDA, ID 83814 Coeur d'Alene, Idaho 83814, the GRANTORS, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, paid by the City of Coeur d'Alene, Kootenai County, State of Idaho, receipt of which is acknowledged, do hereby grant, quitclaim and convey unto the CITY OF COEUR D'ALENE, a municipal corporation, the GRANTEE, whose address is 710 Mullan Avenue, Coeur d'Alene, Idaho, 83814, its successors and assigns, an easement, together with the rights of ingress and egress for the improvement, operation and maintenance of the sanitary sewer line and appurtenances, twenty (20) feet in total width, as measured from and centered over the centerline of the pipe and described as follows, (see attached "Exhibit A") over and through the following described property:

THE SOUTHERN MOST 20 FEET OF LOT 11, BLOCK 2 SUNSHINE MEADOWS SEVENTH ADDITION, BOOK J, PAGE 192 RECORDS OF KOOTENAI COUNTY, IN SECTION 27, TOWNSHIP 51 NORTH, RANGE 04 WEST, B.M., KOOTENAI COUNTY, IDAHO.

The GRANTORS agree to keep the above described easement clear of all buildings, structures, deep rooted flora, and other obstructions, not to include the storage of removable items.

The GRANTORS agree that all underground facilities installed by or for the GRANTEE shall remain the property of the GRANTEE, and removable by the GRANTEE at its option.

It is also understood and agreed that the GRANTOR'S shall not increase or decrease the existing ground surface elevations within this easement which exists at the time this document is executed without obtaining prior written consent of the GRANTEE.

Should it be necessary for the GRANTEE to remove fencing, remove or damage any asphalt, concrete or their surfacing for the maintenance or repair of the underground facility, the GRANTEE shall repair and restore them to their original condition at the expense of the GRANTEE.

**TO HAVE AND TO HOLD** such easement for public purposes so long as the same shall be used, operated and maintained as such.

IN WITNESS WHEREOF, the GRANTORS have caused this instrument to be executed this 2<sup>nd</sup> day of February, 2021.

HARMONY HOMES, LLC  
Donald R. Smock, MAN MEMBER

Grantor

Grantor

STATE OF IDAHO )  
 ) SS  
COUNTY OF KOOTENAI )

On the 2<sup>nd</sup> day of February, 2021 before me, a Notary Public, personally appeared Donald R. Smock and \_\_\_\_\_, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.



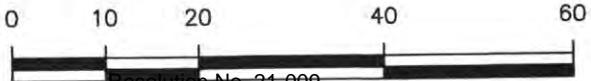
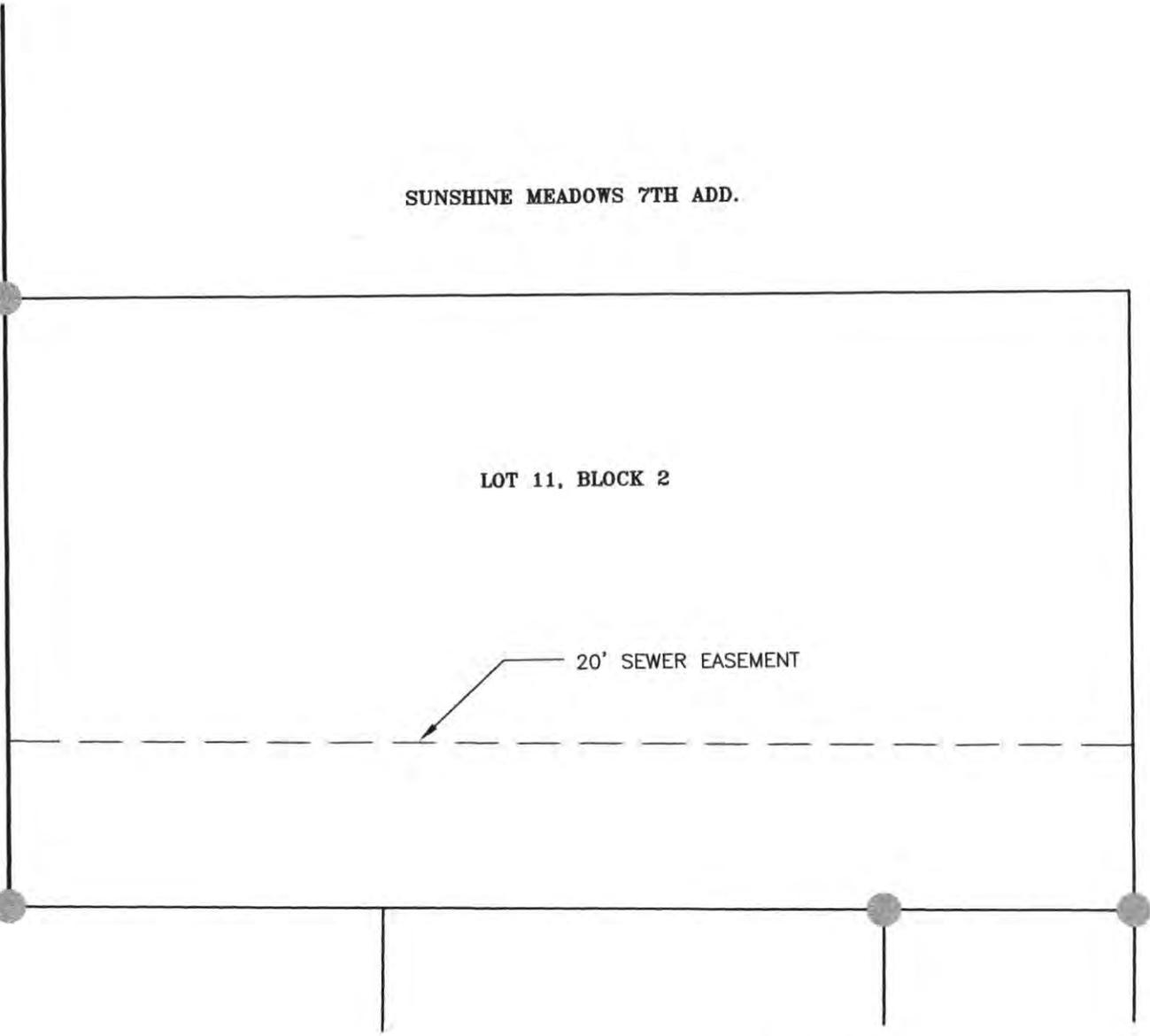
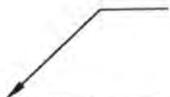
Gina Mather  
Notary Public for Idaho  
Residing at Kootenai City, ID  
My Commission Expires: 6/2021

SUNSHINE MEADOWS 7TH ADD.

LOT 11, BLOCK 2

CORNWALL STREET

20' SEWER EASEMENT



SCALE 1"=20'

Resolution No. 21-009



EXHIBIT A  
UTILITY EASEMENT FOR SEWER LINE  
VAN HOUTEN CONSULTING & DESIGN  
PHONE: (208) 930-4000  
EMAIL: MERLE@VANHOUTENCD.COM  
DATE: 2/2/2021 FILE: EXHIBIT A.DWG

OTHER BUSINESS

**GENERAL SERVICES/PUBLIC WORKS  
STAFF REPORT**

**DATE:** February 8, 2021

**FROM:** Mike Becker, Capital Programs Manager, WW Department

**SUBJECT:** Professional Services Agreement for the Sewer Collection System Master Plan Update with JUB Engineers, Inc.

---

**DECISION POINT:** Should Council authorize the Wastewater Department (WW) to execute an agreement with JUB Engineers, Inc., for Professional Services associated with the Wastewater Department's Sewer Collection System Master Plan Update at a cost of **\$\$453,449.00?**

**HISTORY:** The Sewer Collection System Master Plan (SMP) is a comprehensive study of the City's public sewerage conveyance system under existing, committed and future flow conditions. Since 2002, it has been a vital tool used by the WW to:

- Update the City's Geographic Information System (GIS) Mapping for optimizing WW Operation and Maintenance (O&M) of the City's sewer Infrastructure.
- Prioritize annual rehabilitation and replacement projects of the City's aging sewer infrastructure.
- Identify possible stormwater inflow sources and provide remediation recommendations.
- Calibrate and hydraulically model sewer flows for existing conditions (current flows), near-term conditions (committed or reserved flows for vacant areas within the City), and long-term conditions (future flows for areas outside of City Limits but within the Area of City Impact).
- Identify capacity limitations within the City's sewer infrastructure and recommend cost-effective upsizing or rerouting solutions.
- Assist the WW in subdivision and project development sewer infrastructure planning and design.
- Supplement the WW's Treatment Plant Facility Plan by others and identify treatment facility upgrade projects due to changes in sewer flows and constituents.
- Aid in developing the WW annual budget.
- Develop a comprehensive Capital Improvement Plan (CIP) for the next 5 to 10 years.

This SMP Update will incorporate the information from the Armstrong Property Development (Lakeside Development Group) model and the City's latest Comprehensive Zoning Map. It will also incorporate the City's sewer infrastructure from developments since 2012 and is intended to replace the currently adopted 2013 SMP.

**FINANCIAL ANALYSIS:** A summary list of the tasks and costs are summarized and presented in the following table:

<b>TASK</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
100	Collections System Master Plan Update (Lump Sum)	\$266,078
200	Flow Monitoring (T&M)	\$131,531
999	Additional Services (T&M)	\$55,840

**Total:** **\$453,449**

This project will take two (2) years to complete. WW budgeted \$200,000 within the current FY 2020/2021 Financial Plan under #031-022-4352-7902 and WW will budget the remainder of the contract price in FY 2021/2022. A copy of the proposed Professional Services Agreement (PSA) defining the Scope of Services, Basis of Fee, and Schedule (Exhibit A) is attached for review.

**PERFORMANCE ANALYSIS:** JUB Engineers, Inc., is uniquely qualified to perform the hydraulic modelling and reporting for this SMP Update project. Subsequently, JUB was selected for this project in accordance with Idaho Statute § 67-2320(4) that allows for the City to negotiate a new professional services contract for an associated or phased project. This project is a continuation of the last four (4) previous SMP updates where JUB has already collected, compiled, and built the hydraulic model using Info-SWMM® modelling software.

**DECISION POINT/RECOMMENDATION:** Council should authorize the Wastewater Department (WW) to execute an agreement with JUB Engineers, Inc., for Professional Services associated with the Wastewater Department's Sewer Collection System Master Plan Update at a cost of **\$453,449.00**.



# **CITY OF COEUR D'ALENE WASTEWATER DEPARTMENT**

Professional Services Agreement for the  
Sewer Collection System Master Plan Update  
with JUB Engineers, Inc.



# 2021 COEUR D'ALENE SEWER MASTER PLAN UPDATE

COMPREHENSIVE STUDY OF  
THE CITY'S PUBLIC SEWER  
INFRASTRUCTURE  
FOR

- TODAY
- TOMORROW (NEAR TERM)
- FUTURE (LONG TERM)

CITY OF COEUR D'ALENE, IDAHO  
2013 WASTEWATER COLLECTION SYSTEM  
MASTER PLAN UPDATE



Prepared  
February 2013

by:



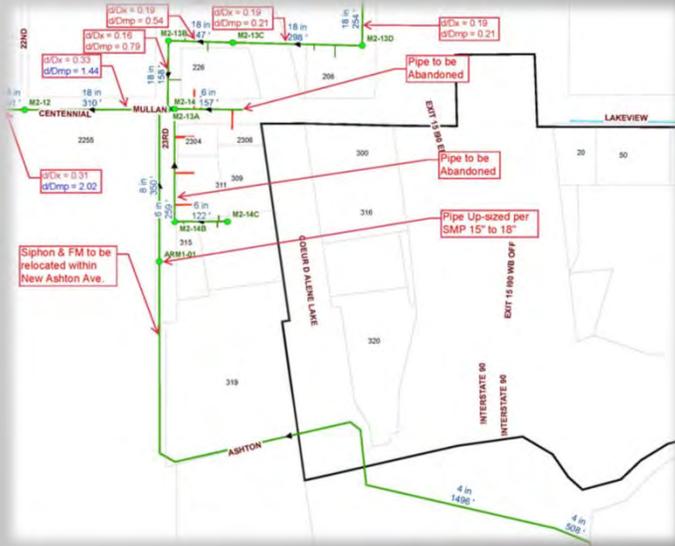
JUB ENGINEERS, INC.  
7825 Meadowlark Way  
Coeur d'Alene, Idaho 83815  
(208)762-8787  
www.jub.com

## HOW DOES THE CITY BENEFIT WITH THIS PROJECT?



FIGURE A13  
(2013 SMP)

# UPDATE CITY'S GIS SEWER MAPS



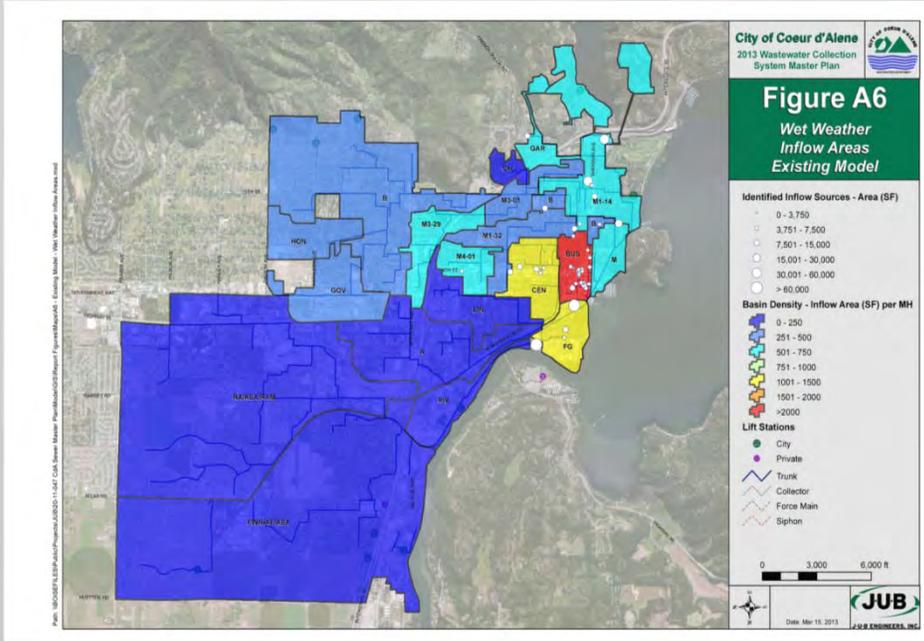
# PRIORITIZE REHABILITATION & REPLACEMENT PROJECTS

## 2018 CIPP PROJECT

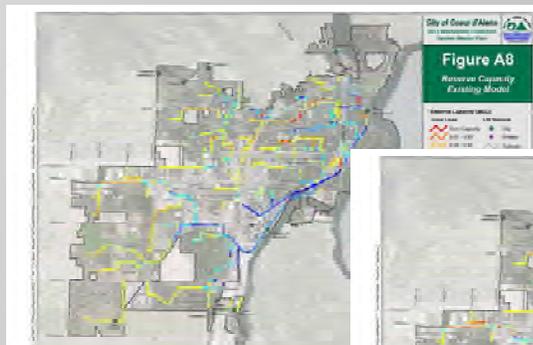
City of Coeur d'Alene Wastewater Department  
 2018 Cured-in-Place Pipe (CIPP) Project  
 Proposed Bypass Piping Route



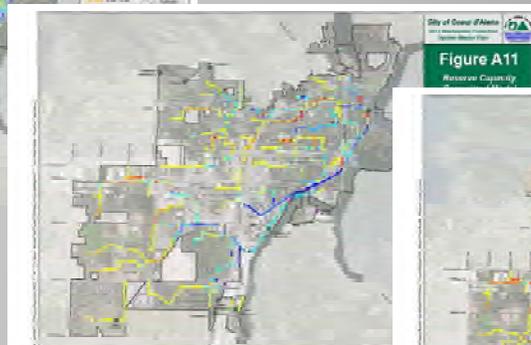
# IDENTIFY POSSIBLE STORMWATER INFLOW SOURCES



# MODEL SEWER FLOWS & IDENTIFY CAPACITY ISSUES

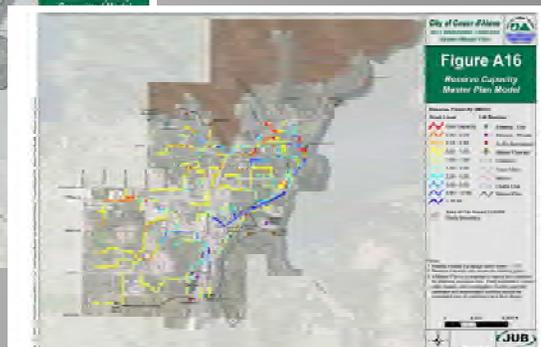


EXISTING

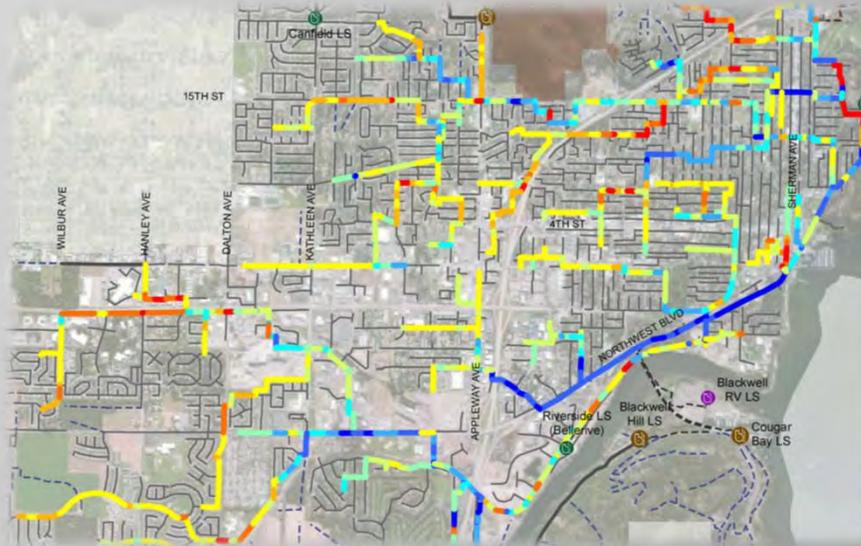


COMMITTED

FUTURE



## MASTER PLAN SEWER CAPACITY ISSUES



**Figure A16**

*Reserve Capacity  
Master Plan Model*



## OTHER 2021 SEWER MASTER PLAN BENEFITS

- ASSIST IN SUBDIVISION AND DEVELOPMENT SEWER PLANNING AND DESIGN
- SUPPLEMENT TREATMENT PLANT'S FACILITY PLAN
- AID IN DEVELOPING THE WW ANNUAL BUDGET
- DEVELOP CAPITAL IMPROVEMENT PLAN PROJECTS



# DEVELOP CAPITAL IMPROVEMENT PLANS



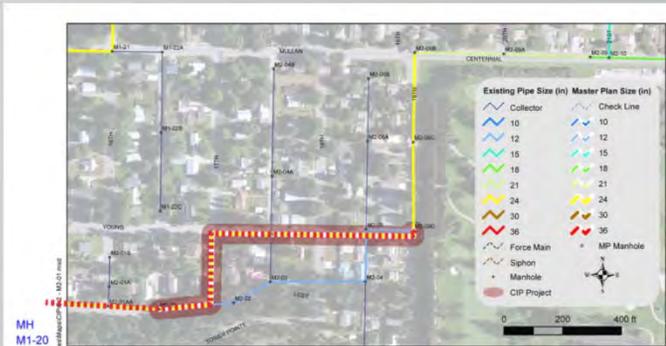
**City of Coeur d'Alene**  
2013 Wastewater Collection System Master Plan

**Figure A17**  
CIP Summary Map

Master Plan Size (in)	Existing Size (in)	Lift Station
10	10	Existing - City
12	12	Existing - Private
15	15	To Be Abandoned
18	15	Master Planned
21	18	Manhole
24	21	City Limits
30	24	Area of City Impact
36	30	Future WW Service Area
	36	CIP Timeframe
Check Line	Collector	0-5 Years
Force Main	Force Main	5-10 Years
Siphon	Siphon	As Needed With Growth
		Do Nothing

Date: Mar 15, 2013

**JUB**  
JUB & ENGINEERS, INC.



**City of Coeur d'Alene**  
2013 Wastewater Collection System Master Plan

**C.2** Revised MH M1-20 to M2-09D **M2-01**

**CORE ISSUE** Insufficient Capacity

**BACKGROUND**  
Part of this trunk line is under large trees, landscaping and an existing home. This portion of the trunk has been rehabilitated with CIPP (M2-03 to M2-09D). The Existing Sewer Model shows surcharging of up to 0.3 feet at M2-09D, but this increases to 5.8 feet under the Master Plan scenario. Redevelopment of the area was not accounted for in the Master Plan Model. Future redevelopment should be considered before implementation of this project. See Appendix E for more background information. Per Mike Becker, Revise Cost Estimate and extend 24' to MH M1-20 (Mislabelled Pipe Size between M1-20 to M2-01)

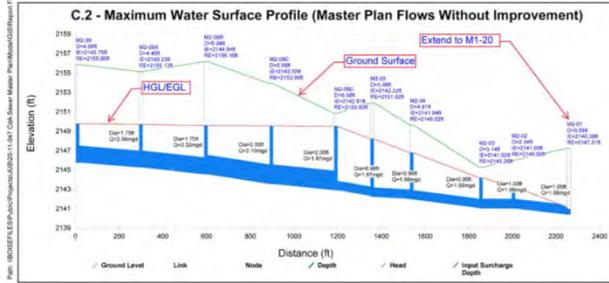
**RECOMMENDED SOLUTION**

M1-20	M1-20
Install a 24-inch relief sewer from M2-09D to M2-01. Route the new relief line west down Young Avenue and then south down 17th Street.	
Install 1,130 LF of 24-inch gravity trunk from M2-09D to M2-01	<b>M1-20</b>
Abandon existing 12-inch gravity trunk from M2-09D to M2-05	<b>M1-20</b>
Opinion of Probable Cost (Jan 2013 Dollars)	<b>\$ 380,000-</b>
Revised 7/8/2016 (JUB)	<b>\$ 1,318,000</b>

**PROJECT TIMING**  
This project was identified in the Existing Sewer Model, which represents the combination of existing sewer flows and a storm event. **Monitor as needed** **0 - 5 years**

**NOTE**  
This Master Plan is considered a review and intended to provide a general overview. Final verification, survey, utility records, and investigation of other potential options and development profiles should be completed prior to preliminary and final design.

(MLB) **JUB**  
JUB & ENGINEERS, INC.  
Date: March 15, 2013



## JOB PROFESSIONAL SERVICE AGREEMENT AMOUNTS

Task	Description	Amount
100	Collection System Master Plan Update (Lump Sum)	\$266,078
200	Flow Monitoring (T&M)	\$131,531
999	Additional Services (T&M)	\$ 55,840

TOTAL: \$453,449



## FINANCIAL & PERFORMANCE ANALYSIS

- FY 2020/2021 WW BUDGET \$200,000
- FY 2021/2022 WW BUDGET \$253,449
- IDAHO STATUTE § 67-2320(4) JUB IS UNIQUELY QUALIFIED AND CONTINUATION OF PHASED PROJECT
- JUB UPDATED LAST 4 SMP UPDATES
- JUB HAS MODEL SOFTWARE AND INSIGHTS TO CITY'S REQUIREMENTS



## **WASTEWATER DEPARTMENT'S RECOMMENDATIONS**

**COUNCIL SHOULD AUTHORIZE THE WASTEWATER DEPARTMENT (WW) TO EXECUTE AN AGREEMENT WITH JUB ENGINEERS, INC., 7825 MEADOWLARK WAY, COEUR D'ALENE, ID 83815, FOR PROFESSIONAL SERVICES ASSOCIATED WITH THE WASTEWATER DEPARTMENT'S SEWER COLLECTION SYSTEM MASTER PLAN UPDATE AT A COST OF \$453,449.00.**



**QUESTIONS?**



RESOLUTION NO. 21-010

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH J.U.B. ENGINEERS, INC., IN THE AMOUNT OF \$453,449.00 FOR THE WASTEWATER DEPARTMENT'S SEWER COLLECTION SYSTEM MASTER PLAN UPDATE.

WHEREAS, the Wastewater Utility and the General Services/Public Works Committee have recommended that the City of Coeur d'Alene enter into a Professional Services Agreement with J.U.B. Engineers, Inc., for Preparation of the Wastewater Utility's Sewer Collection System Master Plan update pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a Professional Services Agreement with J.U.B. Engineers, Inc., in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 16<sup>th</sup> 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 \_\_\_\_\_.

PROFESSIONAL SERVICES AGREEMENT

between

CITY OF COEUR D'ALENE

and

J-U-B ENGINEERS, INC.

for

2021 COLLECTION SYSTEM MASTER PLAN UPDATE

THIS Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, between the CITY OF COEUR D'ALENE, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "City," and J-U-B Engineers, Inc., a corporation duly organized and existing in the state of Idaho, with its principal place of business at 2760 W. Excursion Ln, STE 400, Meridian, Idaho, hereinafter referred to as the "Consultant."

WITNESSETH:

Section 1. Definitions.

In this agreement:

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

B. The term "Consultant" means J-U-B Engineers, Inc., 7825 Meadowlark Way, Coeur d'Alene, Idaho 83815.

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

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

Section 3. Scope of Services.

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

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

Section 4. Personnel.

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

B. All of the services required hereunder will be performed by the Consultant and/or their subcontractors whereas all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

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

Section 5. Time of Performance.

The services of the Consultant shall commence upon execution of this Agreement by the Mayor and shall be completed per Exhibit A – Scope of Service, Basis of Fee, and Schedule. The period of performance may be extended for additional periods only by the mutual written agreement of the parties.

Section 6. Compensation.

A. Subject to the provisions of this Agreement, the City shall pay the Consultant per Exhibit A – Scope of Service, Basis of Fee, and Schedule, unless authorized in writing by the City.

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

Section 7. Method and Time of Payment.

Monthly progress payments must be submitted by the 10<sup>th</sup> of the month for work done in the previous calendar month. Partial payment shall be made by the end of each calendar month for the work completed in the previous calendar month. Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council.

Section 8. Termination of Agreement for Cause.

If, through any cause within Consultant's reasonable control, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall, after providing Consultant reasonable time to remedy the deficiency, thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished hard copy documents, data, studies, surveys, and reports or other material prepared by the Consultant under this agreement shall at the option of the City become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred.

Section 9. Termination for Convenience of City.

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

Section 10. Modifications.

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

Section 11. Equal Employment Opportunity.

A. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, sexual orientation and/or gender identity/expression. The Consultant shall take affirmative action to ensure that

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

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

Section 12. Interest of Members of City and Others.

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

Section 13. Assignability.

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

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

Section 14. Interest of Consultant.

The Consultant covenants that neither it nor its owners or officers presently have an interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree

with the performance of services required to be performed under this Agreement. The Consultant further covenants that, in the performance of this Agreement, no person having any such interest shall be employed.

Section 15. Findings Confidential.

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

Section 16. Publication, Reproduction and Use of Materials.

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

Section 17. Audits and Inspection.

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

Section 18. Jurisdiction; Choice of Law.

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

Section 19. Non-Waiver.

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

Section 20. Permits, Laws and Taxes.

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

Section 21. Relationship of the Parties.

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

Section 22. Integration.

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

Section 23. City Held Harmless.

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

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

Section 24. Notification.

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

Section 25. Standard of Performance and Insurance.

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

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

C. The Consultant shall obtain and maintain auto liability insurance in the amount of \$500,000.00 for the duration of the project.

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

Section 26. Non – Discrimination.

During the performance of this contract, the Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

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

B. The Consultant, with regard to the work performed by it during the contract,

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

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

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

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

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

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

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

CITY OF COEUR D'ALENE

J-U-B ENGINEERS, INC.

\_\_\_\_\_  
Steve Widmyer, Mayor

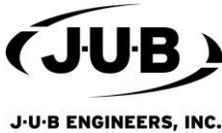
  
\_\_\_\_\_  
Cory R. Baune, P.E, Area Manager

ATTEST:

ATTEST:

\_\_\_\_\_  
Renata McLeod, City Clerk

  
\_\_\_\_\_  
Witness



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

**Exhibit A – Scope of Services, Basis of Fee, and Schedule**

**PROJECT NAME:** 2021 Collection System Master Plan Update

**CLIENT:** City of Coeur d’Alene Wastewater Utility Department

**J-U-B PROJECT NUMBER:** 20-21-047

**CLIENT PROJECT NUMBER:** N/A

**ATTACHMENT TO:**

**AGREEMENT DATED:** \_\_\_\_\_; or

**AUTHORIZATION FOR ADDITIONAL SERVICES #X; DATED:** Click or tap to enter a date.

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

**PART 1 - PROJECT UNDERSTANDING**

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

The Collection System Master Plan was last updated in 2013, with localized evaluations of proposed development completed in 2016 and 2018. The City of Coeur d’Alene (CLIENT) has experienced continued growth since 2013 and has completed some of the Capital Improvement Projects identified in the previous plan. This project will update the Existing System Model, incorporate new infrastructure, land use and zoning changes, and capital improvement projects. The basis of flow generation will be reviewed, and assumptions verified by comparing water meter data records to flow monitoring observations. The CLIENT is in the process of updating a Comprehensive Plan for land use and growth as well as a Master Plan for future development of East Sherman Avenue. If completed within the timeframe of this project, the results from these studies will be incorporated into the 2021 Collection System Master Plan Update. CLIENT’s GIS system will play a vital role in updating the model. The Existing System Model will be used to determine deficiencies in the existing system based on CLIENT provided criteria.

The Master Plan will also develop a Committed and Master Plan Model to represent the ultimate build-out of the future wastewater service area defined in the 2013 Master Plan Update. The Master Plan will provide the conceptual layout of the sewer trunk lines 10” and larger with the addition of specific 8-inch pipes targeted by CLIENT and listed herein. The Master Plan will incorporate updates to the build-out densities and total build-out population from the City’s ongoing comprehensive plan update. An Asset Management Plan will be developed with a risk-based prioritization plan incorporating asset condition and likelihood and consequence of failure. A Capital Improvement Plan, with detailed cost opinions for newly identified 0-5 year projects, will be developed to provide a prioritization for capital improvement projects based on the results of the existing system analysis, and the 2013 Master Plan growth projections.

## SCOPE OF SERVICES BY J-U-B

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

### A. Task 100: Collection System Master Plan Update

1. Sub Task 000: Project Management
  - a. For this task J-U-B will:
    - i. Set up project into J-U-B's financial and record keeping systems for document retention and project controls.
    - ii. Conduct project planning and internal risk assessment.
    - iii. Communicate and coordinate J-U-B team activities with kickoff and progress meetings as required.
    - iv. Regularly monitor project status, budget and schedule.
    - v. During periods of project activity, provide an update to CLIENT on project status, budget and schedule.
    - vi. Provide a monthly invoice including budget status.
    - vii. Provide ongoing document handling and filing.
    - viii. Client Kick-Off Meeting: J-U-B will meet with CLIENT to determine available information that will assist with model development including, but not limited to: GIS data, SCADA data, treatment plant and lift station flow data, water meter data, land use information, record information, and known trouble spots within the system. Meet with CLIENT's GIS staff to review existing information including geo-networked system information and to discuss and jointly determine acceptable methodologies for updating data and providing results.
    - ix. CLIENT Coordination Meetings: J-U-B will participate in periodic project coordination meetings, workshops and conference calls. The purpose of these meetings will be to exchange information, receive progress updates and discuss other coordination with CLIENT. A total of 12 meetings expected, 1 hours each. Additional special-purpose workshops are itemized separately in other tasks.
    - x. Close-out the Project in J-U-B's accounting and record keeping systems.
2. Sub Task 001: Chapter 1- Introduction
  - a. For this task J-U-B will:
    - i. Update the introduction to the Master Plan with the study scope of this project

Assumptions:

  - a. This chapter will require very minor updates. The report chapters will remain the same as they are in the 2013 MP.
3. Sub Task 002: Chapter 2 – Existing Collection System Summary
  - a. For this task J-U-B will:
    - i. Summarize (in list, tabular, and/or graphical form) the existing collection system piping network and lift stations based on the 2013 Master Plan, data in CLIENT's GIS, and other information provided by CLIENT as available.
    - ii. Summarize the data collected and stored to-date in GIS.

Assumptions:

  - a. The 2013 Master Plan included documentation of condition assessment and prioritization for replacement. These sections will be removed from Chapter 2 and combined with Chapter 7 – Asset Management Program and Capital Improvement Plan.

4. Sub Task 003: Chapter 3 – Existing System Model
  - a. Review and Update Appendix C - Modeling Assumptions
    - i. Confirm modeling assumptions with CLIENT by email. Draft an updated Modeling Assumptions Appendix C. Submit one electronic copy (PDF) of the draft Modeling Assumptions Appendix C to CLIENT for review. Review of Appendix C with CLIENT is expected to be by email. Workshops or meetings to review Appendix C modeling assumptions with CLIENT shall be additional services.
    - ii. Address comments received through CLIENT review. To be added to the overall Master Plan document as an appendix.
  - b. Existing Model System Layer
    - i. J-U-B will update the existing model system layer (rim elevations, invert elevations, pipe sizes, lift stations) from CLIENT's GIS layer and the previous model data. Rim and invert source information will be maintained in the system layer. The collection system layer will be updated with the best available data for trunk lines  $\geq$  10-inches in diameter and the following 8-inch sewer lines: RAM1-42 to RAM1-46A, RX1-07 to RX1-18, and RX1-18 to RX1-28. The remaining pipes smaller than 10-inch in diameter will be considered non-critical, but those in the existing GIS layer will be included in the model to facilitate flow routing.
    - ii. J-U-B will identify critical information gaps, discrepancies and adverse grades that may require field survey or record drawing information. These locations will be reviewed with CLIENT to determine how to resolve each issue (field survey, record drawings, straight grading or interpolation). J-U-B will fill information gaps with straight-grading or interpolation, as agreed with CLIENT. Additional work to resolve discrepancies with record drawings or additional field survey may be performed as an additional service as requested by CLIENT or completed under separate contract. Based on field survey information collected or record drawings provided by CLIENT, J-U-B will add the new information to the collection system layer. It is assumed that modifications to the GIS data with resolution to identified discrepancies will be completed as an additional service or completed under separate contract.
  - c. Existing Model Flow Generation Layer
    - i. J-U-B will develop and update the existing sanitary flows using water meter data from the winter of 2018-2019 (or the winter of 2019-2020, if available) provided by CLIENT Staff. Average water usage data will be determined for each parcel connected to the existing system.
    - ii. J-U-B will update the land use type assigned to each parcel based on parcel characteristics from the most recent CLIENT and County GIS data.
    - iii. J-U-B will update the links (common ID field) between the water meter usage data and each parcel.
    - iv. J-U-B will create a new existing model flow layer by allocating flows developed in this task to the existing model scenario.
    - v. J-U-B will update the existing model infiltration and inflow estimates and parameters using flow monitoring data collected since the 2013 Master Plan. Infiltration and inflow estimates will be verified and adjusted as needed during model calibration.
    - vi. J-U-B will summarize unit flows for each land use type for use in future model scenarios.
  - d. Existing Model Calibration

- i. J-U-B will calibrate the model under dry weather conditions by modifying various parameters and their assumed values to match and the water meter data provided by CLIENT.
  - ii. J-U-B will summarize Assumed Impervious Area in the model using the 2015 Flow Monitoring Technical Memorandum, and updated flow meter data (Wastewater Treatment Plant and lift stations) collected as part of this master plan update.
  - iii. J-U-B will review calibration of the model under wet weather conditions using updated flow data and previous flow monitoring data. Initial inflow parameters as determined in 2013 Master Plan will be used as a starting point for calibration.
- e. Existing Model Analysis
- i. J-U-B will run the existing model scenario with the design storm and analyze the results.
  - ii. J-U-B will identify and provide a summary of existing model deficiencies in the main trunk lines resulting from the design storm.
  - iii. J-U-B will provide a summary of existing lift stations remaining capacities or deficiencies resulting from the design storm.
- f. Documentation: Chapters 1-3
- i. Prepare a draft of chapters 1-3 of the Collection System Master Plan document (1-Introduction; 2-Existing Collection System Summary; 3-Existing System Model).
  - ii. Perform an internal review of the Existing Model and draft chapters by senior level staff. All QA/QC comments will be reviewed and addressed before deliverables are finalized. Submit one electronic copy (PDF) to CLIENT for review.
  - iii. CLIENT Review Workshop. Present results to date. Discuss CLIENT review comments for draft chapters 1-3.
  - iv. Address CLIENT review comments for Chapters 1-3
- g. Internal Coordination Meetings: J-U-B will meet internally on a weekly basis to discuss project coordination during this phase of active project work.

Assumptions:

- a. J-U-B will utilize the design storm for use in wet weather scenario based on the wet weather calibration developed for the 2013 Master Plan Update. Design storm will be documented in Appendix C-Modeling Assumptions. Review and revisions to the design storm may be completed as an additional service, as directed by CLIENT.

5. Sub Task 004: Chapter 4 – Committed System Model

- a. J-U-B will update the Committed Model that represents the City's committed wastewater service area, as defined in the 2013 Master Plan Update and by the City's most recent Comprehensive Plan. The Committed Model is a tool to identify the remaining, uncommitted capacity in the system, while identifying potential future deficiencies in the existing system.
- b. Committed Model System Layer

- i. J-U-B will update the committed model system layer (rim elevations, invert elevations, pipe sizes, lift stations) from CLIENT's GIS layer and the previous model data. Rim and invert source information will be maintained in the system layer. The collection system layer will be updated with the best available data for trunk lines  $\geq$  10-inches in diameter and the following 8-inch sewer lines: RAM1-42 to RAM1-46A, RX1-07 to RX1-18, and RX1-18 to RX1-28. The remaining pipes smaller than 10-inch in diameter will be considered non-critical, but those in the existing GIS layer will be included in the model to facilitate flow routing.
      - ii. J-U-B will update the land use type assigned to each parcel based on parcel characteristics from the most recent CLIENT and County GIS data in the same manner as the Existing Model.
      - iii. J-U-B will update the Committed Model unit flows for Non-Residential using water meter data from the winter of 2018-2019 (or the winter of 2019-2020, if available) provided by CLIENT Staff.
      - iv. J-U-B will update the Committed Model flow allocation to account for each committed parcel. Committed parcels will be injected into the model at the nearest manhole. Large Committed model parcels, not included in the existing system, may be divided and injected at multiple locations depending on trunk lines and topology.
      - v. J-U-B will update the master plan model infiltration and inflow layer to reflect the updated wet weather calibration.
    - c. Committed Model Analysis
      - i. J-U-B will run the committed model scenario with the design storm and analyze the results.
      - ii. J-U-B will identify and provide a summary of committed model deficiencies in the main trunk lines resulting from the design storm.
      - iii. J-U-B will provide a summary of existing lift stations remaining capacities or deficiencies resulting from the design storm during committed model flows.
    - d. Internal Coordination Meetings: J-U-B will meet internally on a weekly basis to discuss project coordination during this phase of active project work.
6. Sub Task 005: Chapter 5 – Population Growth and Study Boundary
  - a. Update Population Data and Projections from 2020 US Census Bureau
  - b. Update City of Coeur d'Alene Population Projections and incorporate revisions resulting from the City's ongoing comprehensive plan update.
7. Sub Task 006: Chapter 6 - Master Plan Model
  - a. J-U-B will update the Master Plan Model that represents the ultimate build-out of the future wastewater service area, as defined in the 2013 Master Plan Update. The Master Plan Model is a tool to guide growth and expansion of the collection system, while identifying potential future deficiencies in the existing system.
  - b. Master Plan Model System Layer
    - i. J-U-B will update the sewer trunk Master Plan to account for growth of the existing system since the previous Master Plan. The Master Plan conceptually lays out future trunk sewers 10" and larger required to serve the ultimate service area. It includes the size, approximate location, and depth for master planned sewer lines 10-inch and larger in diameter. The following 8-inch sewer lines will also be modeled: RAM1-42 to RAM1-46A, RX1-07 to RX1-18, and RX1-18 to RX1-28. J-U-B will examine current Master Plan routes for constructability and improved routing efficiencies. The update will incorporate any CLIENT capital improvement projects completed through September 2020.
  - c. Master Plan Model Flow Generation Layer

- i. J-U-B will coordinate with CLIENT to compare existing densities (10 recent developments) to Comprehensive Plan densities to confirm estimated land use densities for use in the Master Plan.
      - ii. J-U-B shall update the land use designations for future areas in the Master Plan model based on CLIENT's current Comprehensive Plan and CLIENT staff's recommendations. Include approved localized land use studies. The unit flows that were developed in the Existing model will be utilized for future land use. Existing flows lower than 75% of the established unit flows will be replaced with master plan flows using 100% of the associated unit flows.
      - iii. J-U-B will update the Master Plan model flow allocation to account for growth of the existing system since the previous Master Plan. Future service areas will be injected into the model at the nearest manhole. Large Master Plan parcels may be divided and injected at multiple locations depending on trunk lines and topology.
      - iv. J-U-B will update the master plan model infiltration and inflow layer to reflect the updated wet weather calibration.
    - d. Master Plan Model Analysis
      - i. J-U-B will run the Master Plan model scenario with the design storm and analyze the results.
      - ii. J-U-B will identify and provide a summary of Master Plan model deficiencies in the main trunk lines resulting from a design storm.
      - iii. J-U-B will provide a summary of Master Plan model remaining capacities or deficiencies in lift stations resulting from a design storm.
      - iv. J-U-B will incorporate the planning analysis methodologies in the Huetter Corridor (currently Lakeside Capital properties) upon acceptance and if adopted by the City into the 2021 Update.
- Assumption:
- i. The Lakeside Capital Study is ongoing and will be included in the 2021 if completed and accepted by City.
- e. Documentation: Chapter 4-6
    - i. Prepare a draft of chapters 4-6 of the Collection System Master Plan document (4- Committed Model; 5- Population Growth and Study Boundary; 6-Master Plan Model).
    - ii. Perform an internal review of the Committed and Master Plan Model and draft chapters 4 through 6 by senior level staff. All QA/QC comments will be reviewed and addressed before deliverables are finalized.
    - iii. Address comments received through internal QA/QC of Chapters 4-6 of the Master Plan document. CLIENT review of Chapters 4-6 will occur during Task 007.
  - f. Internal Coordination Meetings: J-U-B will meet internally on a weekly basis to discuss project coordination during this phase of active project work.
8. Sub Task 007: Chapter 7 – Asset Management Program and Capital Improvement Plan
- a. Asset Management Program

- i. The 2013 Master Plan described a prioritization scheme in Chapter 2 using condition and risk scores and categorized the pipes in the system according to these criteria. This prioritization was used to develop an existing system replacement value and schedule for replacement. While CLIENT has used the estimated replacement value and schedule to set an annual budget for rehabilitation and replacement projects necessary to maintain a sustainable collection system, CLIENT has not historically used the risk scoring methodology outlined in the 2013 Master Plan to develop detailed annual project priorities.
- ii. The CLIENT's extensive asset information may be leveraged with other physical and environmental factors to identify which assets have the greatest risk of failure and the cost if failure occurs. By establishing an asset management program that integrates all available relevant information, it is possible for the CLIENT to increase the level of refinement for prioritizing maintenance, inspection and rehabilitation and replacement.
- iii. Program Kickoff and Criteria Determination: J-U-B will hold a workshop with CLIENT to discuss potential risk rating criteria for existing pipes. These rating criteria will be used to establish a likelihood of failure (LoF) rating, consequence of failure (CoF) rating and an overall prioritization rating. Criteria may include pipe size, condition, flow conditions, bury depth, callout history, locality, land use, construction method feasibility and cost, etc. The number of priority levels will be established based on input from CLIENT. Criteria may be modified upon review and discussion with CLIENT. The workshop will include review of overall program goals, deliverables, and existing CLIENT data collection methods and processes.
- iv. In 2014 J-U-B assisted CLIENT to develop a detailed condition assessment methodology to categorize defects according to structural and maintenance types and assign severity scores. The score for each pipe is divided by the total pipe length to derive a normalized condition score. This methodology is more simplified than the NASSCO Pipeline Assessment and Certification Program (PACP) and is used by collection system staff while conducting CCTV inspections. The CLIENT performs CCTV surveys and condition assessments of additional pipe each year, effectively expanding the catalog of condition data. It is assumed that this condition assessment methodology will be used without modification for system-wide condition assessment. J-U-B will coordinate with CLIENT to review and document the current condition assessment program.
- v. J-U-B will review and summarize condition rating data (provided by CLIENT) for all collection system assets CLIENT has already rated with its current condition assessment program.
- vi. J-U-B will summarize the quantity of pipes still in need of condition assessment by CLIENT.
- vii. It is expected that a significant percentage of the system has not received condition assessment using CLIENT's method adopted in 2014. To include these pipes in an overall system prioritization program, it will be necessary to estimate their condition. It is assumed that pipe material will be used as a surrogate for condition for this purpose. J-U-B will confer with CLIENT by email to determine an appropriate condition scoring system to be applied to assets not yet surveyed.
- viii. Construction Method Determination: J-U-B will provide preliminary construction method recommendations for pipes in the system which have already been inspected and rated for condition and identified for replacement or rehabilitation in 0-5 years. Pipes will be given a preliminary construction method designation of open trench or trenchless based on CLIENT's standard defect criteria. The accuracy of the condition scoring for use in determining likely construction method will be reviewed by comparing actual CCTV construction method reviews to condition scoring results (expected less than 1,500 LF of CCTV).

b. Asset Replacement Value and Schedule

- i. J-U-B will develop budget level costs for pipe rehabilitation and replacement using estimates based on historical bid prices for similar projects.
  - ii. J-U-B will update the existing system replacement values for mainlines and lift stations based on expected construction method and budget level costs. Lift station upgrades will include replacement of existing pumps and controls in-kind. Replacement costs for major modifications of lift station assets may be provided as an additional service, as directed by CLIENT.
  - iii. J-U-B will estimate the yearly budget for rehabilitation and replacement projects required to meet CLIENT's program goals and develop a long-term schedule for meeting those goals.
- c. Capital Improvement Plan
- i. A Capital Improvement Plan will be developed to provide a prioritization for capital improvement projects based on the results of the existing system analysis, condition assessment (pipe/lift station age, size, and condition) and the growth projections and utilizing the recommended line sizes from the Master Plan.
  - ii. J-U-B will utilize the prioritization analysis from the Asset Management Program to develop a draft Capital Improvement Plan (CIP) for five and ten years.
  - iii. J-U-B will perform an internal QA/QC review of the draft CIP by senior level staff.
  - iv. CLIENT Review Workshop: Review the committed model and master plan model results. Review the draft CIP and proposed Capital Improvement Projects.
  - v. J-U-B will address CLIENT review comments received at the workshop and update the CIP as necessary.
  - vi. J-U-B will prepare Class IV (-30% to +50%) budgetary cost opinions for identified Capital Improvement Projects within 0-5 years. Cost Opinions will be based on preliminary (10%) level design information and utilize average per foot values from historical bid tabulations for similar work.

9. Sub Task 008: Report Conclusion and Executive Summary

- a. For this task J-U-B will:
  - i. Compile previously submitted and CLIENT-reviewed drafts of the Collection System Master Plan Update summarizing the work performed and the results.
  - ii. Perform an internal QA/QC review of the draft Report by senior level staff.
  - iii. Address all internal QA/QC comments and submit one electronic copy (PDF) to CLIENT for review.
  - iv. Address CLIENT review comments to the draft Master Plan Update. J-U-B will submit a draft copy in PDF for CLIENT's final acceptance.
  - v. Provide five copies (printed and PDF) of the final report.
  - vi. J-U-B will provide flow and d/D results for the existing, committed and master plan models in GIS format and integrate into CLIENT's GIS. J-U-B will include the attributes consistent with current GIS. In addition, City Staff specifically requested the following during scoping for the committed model results (in addition to the existing and master plan results):
    - (a) MaxFlow, MaxVel, Res\_Cap, and D\_ovr\_D
  - vii. Assist CLIENT with preparing and delivering a presentation of the Master Plan update to City Council.

10. Sub Task 009: Project Closeout

- a. For this task J-U-B will:

- i. Archive paper and electronic files and records.
- ii. Communicate the project completion to CLIENT and other affected agencies and stakeholders, as required.
- iii. Close financial billing and accounting records in J-U-B's financial and record-keeping systems.

**B. Task 200: Flow Monitoring (T&M)**

1. Sub Task 001: Flow Monitoring
  - a. For this task J-U-B will:
    - i. Conduct flow monitoring for a period of 28 days at eight gravity sites and two rain gauges to collect rainfall data. Data collected will be used for model calibration purposes, refining dry weather diurnal patterns for specific land uses, and potentially supplementing inflow information depending on weather conditions. Additional flow monitoring sites and/or extended during at sites will be an additional service.
    - ii. Provide a summary memorandum of the data collected during flow monitoring. Memorandum will include graphs of flow data. Memorandum will be included as an appendix in the Master Plan Update.

Assumptions:

- a. J-U-B assumes the City will assist J-U-B in siting flow monitors and will provide access to manholes as needed to install, check, and remove monitors. During the installation the City will provide traffic control, as required. J-U-B will coordinate on traffic control on behalf of the City and submit the encroachment permit to perform work in the City right of way. City to collect and provide daily lift station hour meter readings during flow monitoring period.

**C. Task 999: Management Reserve (T&M)**

1. The Management Reserve Fund establishes a pre-authorized budget for additional tasks that may be requested by the CLIENT's Authorized Representative and performed by J-U-B upon mutual agreement of scope, budget, and schedule.
2. J-U-B will not exceed the pre-authorized amount without CLIENT approval.
3. The following subtasks are possible Management Reserve Tasks:
  - a. GIS Data Collection and Management
    - i. For this task J-U-B will:
      - (a) Aid CLIENT's GIS Department for general GIS services, field survey and support for integration with the Wastewater's infrastructure management software. Tasks shall be determined at CLIENT's request.
  - b. Increased Density Alternative Analysis

- i. For this task J-U-B will perform the following tasks at the request of the CLIENT:
  - (a) Evaluate and incorporate increased density analysis results into the Master Plan Appendix (similar to Appendix J in the 2013 Master Plan) for locations outside of the Comprehensive Plan Update land use. J-U-B will update the Master Plan model with land use overlays applied based on information for anticipated future zoning and land use assumptions provided by CLIENT.
    - 1. Five locations for high density analysis are identified during scoping, itemized below:
      - a. Atlas Waterfront Project
      - b. Downtown Area High-Rise
      - c. East Sherman District Revitalization Planning Area
      - d. Lakeshore Drive High Rise
      - e. Kootenai Health
    - 2. Contingency for two additional increased density analysis.

## **PART 2 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES**

- A. **CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 1 that may be required for the project including, but not limited to:
  - 1. CLIENT will provide the most recent aerial mapping and photography in digital format encompassing the study area, compatible with AutoCAD and ArcView.
  - 2. CLIENT will provide three (3) consecutive months of winter water meter data from 2017-2020 in csv, xlsx, or txt file format.
  - 3. CLIENT will provide electronic copies of GIS layers and geodatabases for use in developing and updating the model, including the sewer, parcel, land use, zoning layers, and base map layers.
  - 4. CLIENT will provide record drawings for developments in the study area and sewer system improvements as needed to supplement existing GIS data.
  - 5. CLIENT will provide development plans and preliminary plats for new (and proposed) developments in the study area.
  - 6. CLIENT will provide criteria to be used to prioritize improvements identified in the Capital Improvement Plan.
  - 7. CLIENT will provide staff assigned to provide available data and interface on the various elements of the project.
  - 8. CLIENT will provide timely (5 to 7 working days) review of submitted materials and collaboration on the planning and master planning process as may be required throughout the project.
  - 9. CLIENT will provide WWTP and lift station flow or pump run time records for the past five years.
  - 10. CLIENT will provide lift station pump curves and design information.
  - 11. CLIENT will provide access to the sewer system, lift stations and wastewater treatment plant as needed to verify operation and model results.
  - 12. CLIENT will provide traffic control for flow monitoring installation, if needed. Extents of traffic control will be determined by the CLIENT.
  - 13. CLIENT will provide sewer system maintenance records for system condition assessment.
  - 14. CLIENT will provide sewer system CCTV records.
  - 15. CLIENT will provide a copy of the most current version of the City's Comprehensive Plan when available.
  - 16. CLIENT will provide the HDR Rate Study.
  - 17. CLIENT will provide planning information for the Kootenai County Infrastructure within the study area (KC Jail, KC Fairgrounds, etc.).
  - 18. CLIENT will provide planning information for the Kootenai Health Corridor.
  - 19. CLIENT will provide planning information for the Atlas Mill Waterfront project.

- B. Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
1. GIS Data Collection and Management – GIS data collection including (survey data collection and processing) beyond the data provided by the City to populate the model system layer.
  2. Increased Density Alternative Analysis beyond the five anticipated locations plus two additional locations.
  3. Additional Existing System Modification: Identify and analyze information to resolve significant discrepancies between CLIENT’s GIS data and the latest existing system data. Record drawings, field-checks, and field surveys shall be used to rectify discrepancies.
  4. Update Wet Weather Design Storm: It is assumed that J-U-B will utilize the design storm for use in wet weather scenario based on the wet weather calibration developed for the 2013 Master Plan Update. Review and revisions to the design storm may be completed as an additional service, as directed by CLIENT.
  5. Modeling of Additional 8” Diameter Pipes: Identify and model 8” pipes in addition to those specifically included in PART 2.
  6. Under-Built Parcels: Identify parcels that are built-out at densities less than the land use zoning and modify the assumed flow contributions accordingly.
  7. Energy Efficiency: Conduct lift station monitoring and review pump records to determine where pumps are operating at the original design point on their pump curve and evaluate if potential exists to increase pump efficiencies. Review temporary lift station locations and determine steps for replacement of lift station with gravity sewer service.
  8. Odor generation: Identify potential locations of odor generation due to system hydraulics. Conduct interview and field visit with operational staff to qualitatively evaluate odor generation status. Evaluate existing diversions on relief sewer lines to estimate actual field operating conditions and, if necessary, develop recommendations for increasing operational and flow efficiency.

**PART 3 - BASIS OF FEE AND SCHEDULE OF SERVICES**

- A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
1. For Lump Sum fees:
    - a. The portion of the Lump Sum amount billed for J-U-B’s services will be based upon J-U-B’s estimate of the percentage of the total services actually completed during the billing period.
  2. For Time and Materials fees:
    - a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B’s personnel times J-U-B’s standard billing rates.
    - b. Client shall pay J-U-B for Reimbursable Expenses times a multiplier of 1.1
    - c. Client shall pay J-U-B for J-U-B’s Consultants’ charges times a multiplier of 1.1.
  3. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.
- B. Period of Service: If the period of service for the task identified above is extended beyond 12 months, the compensation amount for J-U-B’s services may be appropriately adjusted to account for salary adjustments and extended duration of project management and administrative services.
- C. CLIENT acknowledges that J-U-B will not be responsible for impacts to the schedule by actions of others over which J-U-B has no control.
- D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
100	Collection System master Plan Update	Lump Sum	\$266,078	<ul style="list-style-type: none"> <li>Chapters 1-3: Draft for CLIENT review 6 months after executed contract, notice to proceed, and receipt of all required data.</li> <li>Chapters 6 &amp; 7: Draft for CLIENT review 6 months after receipt of any City review comments on Chapters 1-3.</li> <li>Report Conclusions and Executive Summary: Draft for CLIENT review 13 months after executed contract, notice to proceed, and receipt of all required data</li> </ul>
200	Flow Monitoring	Time and Materials (Estimated Amount Shown)	\$131,531	As mutually agreed to by CLIENT and J-U-B to obtain Winter/Early Spring 2021 flow conditions
999	Additional Services	Time and Materials (Estimated Amount Shown)	\$55,840	As mutually agreed to by CLIENT and J-U-B
<b>Total:</b>			<b>\$453,449</b>	<b>J-U-B will not exceed \$200,000 in FY 2021..</b>

***NOTE on Coronavirus and Schedule:** J-U-B is committed to meeting your project schedule commitments as delineated above. As our response to the COVID-19 pandemic, J-U-B is engaging in safety procedures in help to protect clients, staff, their families, and the public. Our staff or offices may be subject to quarantine or other interruptions. Since COVID-19 impacts are beyond J-U-B's control, we are not responsible for the force majeure impacts to delivery timelines, or subsequent project delays and related claims, costs, or damages. Should circumstances related to the COVID-19 issue arise with J-U-B staff or in a J-U-B office that will impact our delivery schedule, we will notify you of the circumstances and mutually agree to a schedule adjustment.*

**Exhibit(s):**

- None

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*For internal J-U-B use only:*

PROJECT LOCATION (STATE): Idaho

TYPE OF WORK: City

R&D: Yes

GROUP: Water/Wastewater

PROJECT DESCRIPTION(S):

- Sewer/Wastewater Collection/Treatment/Disposal (S04)
- GIS/Asset Management (G04)

**General Services/Public Works  
STAFF REPORT**

**DATE:** February 8, 2021

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

**SUBJECT:** 2021 Parks and Recreation Master Plan (action required)

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**DECISION POINT:** Should the General Services/Public Works Committee recommend that City Council adopt the 2021 Parks and Recreation Master Plan?

**HISTORY:** The City adopted the current Parks and Recreation Master Plan in 2008 and has implemented many of the recommendations. There have been many changes to the City since then and an update to the plan is needed. The Coeur d'Alene Parks and Recreation Department created this plan in-house as opposed to hiring it out to an outside agency. This plan inventories park and recreation facilities as well as provides suggested recommendations for future parks by 2040. Although the plan is projecting for growth by the year 2040, the plan will need to be updated in 10 years to make sure we are meeting the needs of the community. The Department is seeking to develop a plan that will provide the citizens of Coeur d'Alene the facilities and programs they need for outdoor recreation now and well into the future. After the October 2020 meeting, we reopened the Master Plan to public comment and received another 500 responses from local residents. The new responses verified all the previous findings with the exception of a strong show of support for more pickleball facilities and a water trail. These have been added to the Master Plan.

**FINANCIAL ANALYSIS:** Adopting the plan does not oblige the City to allocate funds for implementation of the plan. When a project is identified, it is either funded by applying for grants, obligating new annexations and developments to put in facilities, or requesting it be put in the budget in the future.

**PERFORMANCE ANALYSIS:** Adopting the Parks and Recreation Master Plan will provide a blueprint for Parks and Recreation facilities for the next 10 years. Click the link below to view the proposed Master Plan.

[https://cdaid.org/files/Parks/2021\\_Draft\\_Master\\_Plan.pdf](https://cdaid.org/files/Parks/2021_Draft_Master_Plan.pdf)

**DECISION POINT/ RECOMMENDATION:** The General Services/Public Works Committee should recommend that City Council adopt the 2021 Parks and Recreation Master Plan.

# Parks and Recreation



City of  
**Coeur d'Alene**  
IDAHO

## 2021 Master Plan Update

### Updates

After the September 2020 meeting, we reopened the Master Plan to public comment and received another 500 responses from local residents. The new responses verified all the same findings we had previously received with the exception of a strong show of support for more pickleball facilities and a water trail. These have been added to the Master Plan.



## Accomplishments

The Parks and Recreation Master Plan, adopted in January of 2008, identified specific actions and goals that should be undertaken to enhance the parks and recreational facilities used by the public. Since that time many of these actions and goals have been accomplished.

The master plan for Landings Park was implemented and the park was open to the public in 2009.

A revised master plan for Sunshine Meadows was adopted and implemented. This park was open for public use in 2009.

Landscaping and amenities have been installed in Legacy Place Park and this facility was open for public in 2010.

Booster pumps have been installed in Bluegrass Park and the six holes of the disc golf course have been relocated to other parks per the master plan recommendations.

An eighteen hole disc golf course was created at Cherry Hill Park.

Play equipment and a small satellite skate park have been added to Sunset Field and the west ballfield had lighting installed.



## Accomplishments

Three and a half acres of sports fields at Person Field have been added, a playground installed and a master plan was created and is in the process of being implemented.

Major improvements have been made to Phippeny Park including the installation of additional play equipment, replacement of the gazebo, renovations to the maintenance building, installation of artwork and resurfacing the courts and parking lot.

Three acre Bryan Park was acquired by the city for use as a public park.

A baseball field with amenities was constructed at Ramsey Park and now serves as the home field for Coeur d'Alene's American Legion team.

New playgrounds have been installed at Person Field, Northshire Park and Ramsey Park.

Four off leash dog parks have been built and opened to the public located at Northshire Park, Cherry Hill Park, McEuen Park and along the Centennial Trail near Riverstone Park.



## Accomplishments

McEuen Field was completely rebuilt as a community park.

Memorial Park has been extensively renovated and expanded.

A new large skate park has been developed and opened at Memorial Park.

Five acres of park land have been added to Cherry Hill Park for future expansion of the facilities.

Four miles of the Prairie Trail have been constructed and opened to the public.

A recreational lease has been secured for twenty two acres of former railroad easement owned by the Bureau of Land Management. A master plan for this site has been developed and is in the process of being implemented.

A two mile section of former railroad easement has been purchase along the Spokane River to provide shoreline access and trail connectivity.

A waterfront park on city owned land has been developed at the old Atlas Mill site and is now open to the public.

An accessible trail was built on Tubbs Hill and the fire road completed.



## Accomplishments

A trail system for hiking and mountain biking has been developed on the Canfield Trails Natural Area with a trailhead on Mountain Vista Drive.

A trail system has been developed on the Fernan Lake Natural Area with a trailhead on Potlatch Hill Road.

A master plan has been created for the Seagraves Veterans' Centennial property that will serve as a guide to creating a passive use park on this site.

A management plan was created and adopted for Coeur d'Alene's Natural Open Spaces.

An Urban Forestry management plan was created and is included in this plan.

The Parks and Recreation Department has secured use of the old National Guard Armory and is using it as a maintenance facility.

The Parks Department was combined with the Recreation Department to increase efficiency and co-ordination between these organizations. The department is now known as the Parks and Recreation Department.



## Accomplishments

26 miles of shared use paths have been built in the city since the 2008 plan, bringing the total miles of paved trails to 50 miles. The Parks Department maintains 23 miles of those trails.

43 miles of bike lanes have been added to city streets, bringing the total to 64 miles.



## Level of Service

### What are Level-of-Service Standards?

Level-of-service (LOS) standards are measures of the minimum amount of a park land which must be provided to meet that community's basic needs and expectations. LOS measures are expressed as a ratio of how many park acres are needed per 1000 population. Once a community establishes LOS, they are used to measure whether existing facilities and services are adequate to serve its citizens, or whether there are deficiencies that should be corrected.



# Level of Service

## Our Level of Service in 2008

The LOS at the time of the 2008 Master Plan was 3.08 acres of Parkland per 1,000 residents with a population of 41,000 people. The desired LOS was 4 and the plan recommended the addition of 176 acres of Parkland by 2030.

## Our Level of Service in 2020

Our current LOS is 4.7 acres of parkland per 1,000 residents with a population of 51,000 people. We have added 40 acres of parkland since 2008.

## 2040 Projections and Needs

The population for 2040 is projected to be 85,000 people. If we add no new parks our level of service will drop to 2.82 acres per person and our parks will become very crowded. In order to serve our populace, we will need to add 185 acres of parkland over the next 20 years. This plans addresses those needs.



# Budget

## Cost of Developing a Community Park

The cost to development a community park is approximately \$475,000 per acre. Community Parks are larger and usually have more amenities than a neighborhood park. Community Parks can range between 10 and 40 acres.

## Cost of Developing a Neighborhood Park

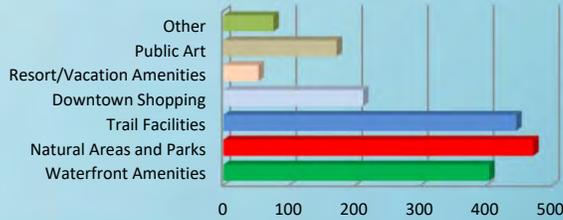
The cost to development a neighborhood park is approximately \$300,000 per acre. Neighborhood Parks are small and are usually less than 7 acres.

These projected costs are for development only. Land acquisition costs vary depending on what part of town in which the land is located. Coeur d'Alene has historically been successful in getting park land donated.



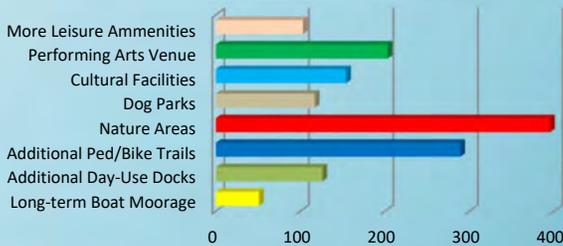
# Public Input

## What are your Favorite Attractions in Coeur d'Alene



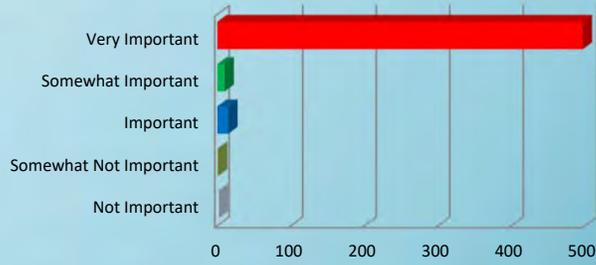
# Public Input

## What Facilities would Enhance our Community?



# Public Input

How Would You Rate the Importance of Natural Parks In Cd'A?



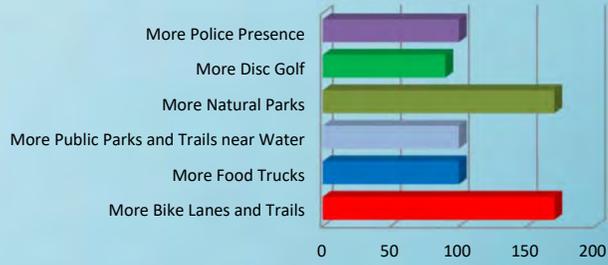
# Public Input

What 3 Things Should be Added to the Cd'A Park's System?



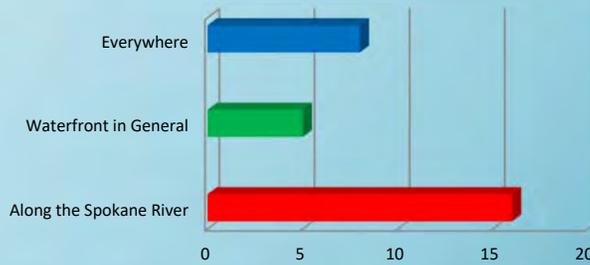
# Public Input

What 3 Activities Would You Like to See Expanded?



# Public Input

In What Specific Area Would You Like to see Addition Natural Areas?

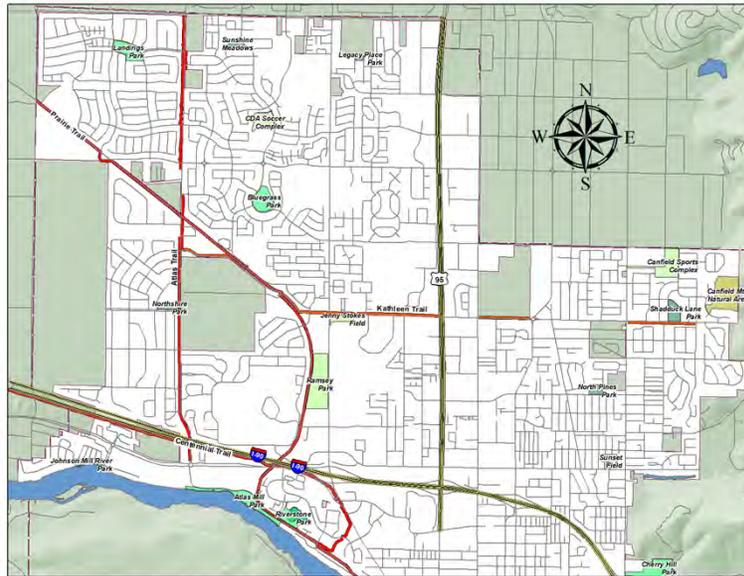


# Public Input

## In What Specific Area Do You Want Trails and Bikeways?



## Current Parks North

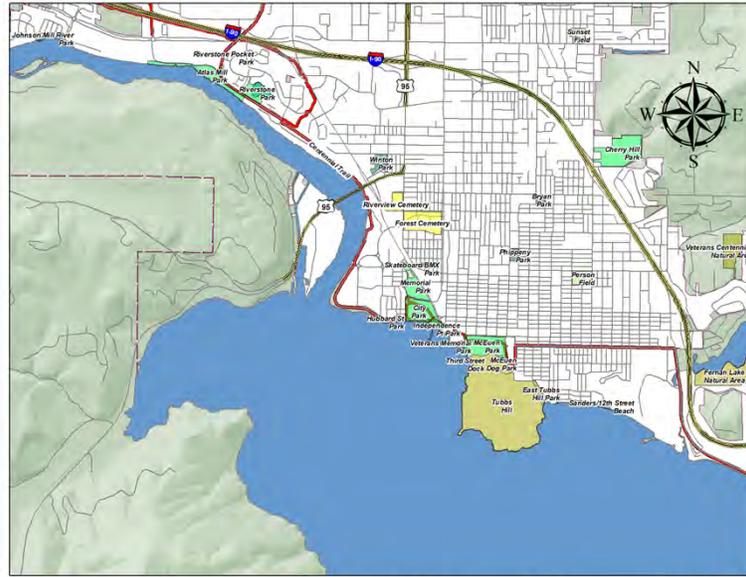


Map 1: Existing Park Facilities North

<b>Community Parks</b>	Landings Community Park	Johnson Mill River Neighborhood Park
<b>Neighborhood Parks</b>	Bluegrass Community Park	Sunshine Meadows Neighborhood Park
<b>Sports Complexes</b>	Riverstone Community Park	Sunset Field
<b>Natural Parks</b>	Cherry Hill Community Park	Ramsey Park
	Northshire Neighborhood Park	Jenny Stokes Field
	North Pines Neighborhood Park	CDA Soccer Complex
	Legacy Place Neighborhood Park	Canfield Sports Complex
	Shadduck Lane Neighborhood Park	Canfield Mountain Natural Area



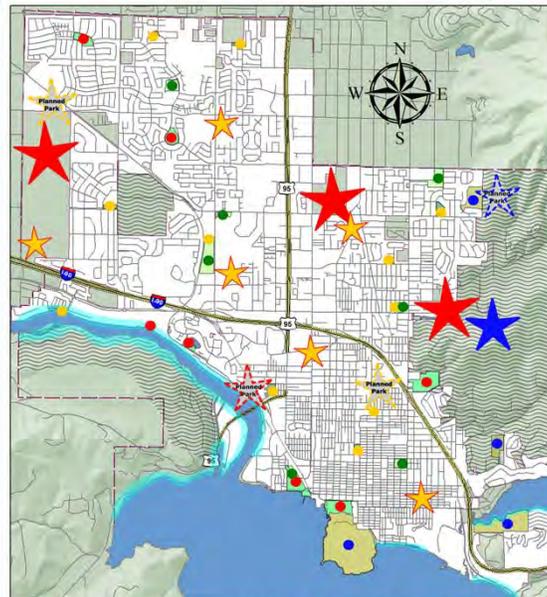
# Current Parks South



<p>Map 2: Existing Park Facilities South</p>	Community Parks	City Park Destination Community Park	Phippeny Neighborhood Park
	Neighborhood Parks	-Memorial Park	Hubbard Street Neighborhood Park
	Sports Complexes	-Independence Point	Winton Neighborhood Park
	Natural Parks	McEuen Destination Community Park	Sunset Field
	Cemeteries	-Third Street Dock	Person Field
		-Veterans Memorial	Veterans Centennial Natural Area
		Riverstone Community Park	Fernan Lake Natural Area
		Cherry Hill Community Park	Tubbs Hill Natural Area
		Johnson Mill River Neighborhood Park	Forest Cemetery
		Bryan Neighborhood Park	Riverview Cemetery
		East Tubbs Hill Neighborhood Park	Sanders Beach/12th Street Beach



# Future Parks



<p>Map 4: Proposed Park Facilities</p>	Existing Community Parks	Proposed Community Parks
	Existing Neighborhood Parks	Proposed Neighborhood Parks
	Existing Natural Areas	Proposed Natural Area
	Existing Sports Fields	Planned Parks
	Natural Area Target Zones	Waterfront Target Zones



# Decision Point

Will the Parks and Recreation Commission  
recommend to City Council the Adoption of the 2021  
Parks and Recreation Master Plan?



RESOLUTION NO. 21-011

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ADOPTING THE 2021 PARKS AND RECREATION MASTER PLAN.

WHEREAS, the City adopted the current Master Plan in 2008.

WHEREAS, the Coeur d'Alene Parks and Recreation Department has worked with members of the community to develop an updated plan that meets with the community's needs; and,

WHEREAS, it is deemed to be in the best interests of the city of Coeur d'Alene and the citizens thereof to adopt the 2021 Parks and Recreation Master Plan;

NOW, THEREFORE,

BE IT RESOLVED that the Mayor and City Council of the City of Coeur d'Alene hereby adopt the 2021 Parks and Recreation Master Plan.

DATE this 16<sup>th</sup> 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 WOOD	Voted
COUNCIL MEMBER MILLER	Voted
COUNCIL MEMBER GOOKIN	Voted
COUNCIL MEMBER EVANS	Voted
COUNCIL MEMBER MCEVERS	Voted
COUNCIL MEMBER ENGLISH	Voted

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.

# PUBLIC HEARINGS

**CITY COUNCIL  
MEMORANDUM**

DATE: February 16, 2021

FROM: Chelsea Nesbit, Community Development Specialist

RE: APPROVAL OF THE SUBMITTAL OF THE CDBG 2021 ANNUAL ACTION PLAN TO HUD

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**DECISION POINT:**

Hold a public hearing and approve submittal of the CDBG 2021 Annual Action Plan to HUD.

**HISTORY:** The City of Coeur d’Alene receives an annual direct allocation of Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD). Every year the City is required to complete an Annual Action Plan (AAP), inviting the public to attend a public forum, prior to drafting the plan, to identify needs and then allowing the public four weeks to share comments on the posted draft plan. The 2021 Annual Action Plan forum was held on January 14, 2020 Via Zoom, followed by an online survey. Four weeks of public comment were held between January 14, 2021 and February 16, 2021, culminating in an opportunity for the public to comment at the February 16, 2021 Public Hearing. The draft 2021 AAP was advertised to the public in the following ways: Coeur d’Alene Press notice, City social media, website updates, and emails to 189 community stakeholders. The draft 2021 AAP outlines how the City intends to spend its CDBG funds and fulfill its program reporting requirements.

**PERFORMANCE ANALYSIS:** Authorizing this item will allow staff to include public comments and any changes from City Council, and submit the 2021 Annual Action Plan to HUD for official review. Pending acceptance of this Plan by HUD, staff will move forward in implementing the agreed upon goals and funding suggestions and the funding agreement.

**FINANCIAL ANALYSIS:** The Plan Year 2021 allocation is estimated (based on prior year) to be \$339,375. Should there be an increase or decrease in funding by 20% a new budget will be created, made available for public comment, and brought before Mayor and Council for final approval. The following is a breakdown of the proposed funding for projects based on greatest community needs identified in the 2021 Annual Action Plan public forum, 2021 Annual Action Plan Survey, and BBC’s 2015 Housing Needs Assessment and Housing Barriers Analysis. As requested previously, the proposed breakdown of funding includes an increase in the funding for the Lake City Center’s Meals on Wheels program. It should also be noted that the anticipated 2021 funding does not include COVID-19 relief funds (CDBG-CV). If additional CDBG-CV funds are received, those would be handled through an amendment to the plan.

**DECISION POINT/RECOMMENDATION:**

Approval submittal of the 2021 Annual Action Plan to HUD for official review.

ATTACHMENT
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**Attachment:** Breakdown of proposed 2021 AAP Budget

<b>2021 Estimated Funding</b>	<b>Project</b>
<b>1.5% (\$5,000)</b>	Sidewalk Accessibility/Repairs
<b>3% (\$10,000)</b>	Lake City Center (Meals on Wheels)
<b>15% (\$50,000)</b>	Emergency Minor Home Repair and Accessibility Program (EMRAP)
<b>60.5 % (\$206,500)</b>	Community Opportunity Grants (Includes Public Service Activities capped at 15% annual allocation)
<b>20% (\$67,875)</b>	Administration (Employee wages and benefits, administration of EMRAP program, travel and training expenses, advertising, supplies, support of Fair Housing Activities—Subject to 20% cap of annual allocation budget)
<b>\$339,375</b>	Estimated Grant Total

# City of Coeur d'Alene Draft 2021 Annual Action Plan

PRESENTATION TO THE CITY OF COEUR D'ALENE  
MAYOR AND CITY COUNCIL  
AND  
PUBLIC HEARING

FEBRUARY 16, 2021

## OVERVIEW

- ✦ Background
- ✦ Citizen Participation Process
- ✦ 2021 Community Needs Identified by Community
- ✦ 2021 Annual Action Plan Budget
- ✦ Opportunity for Public Comment

## Brief History



- The City's Community Development Block Grant (CDBG) is a grant from the Housing and Urban Development Agency (HUD) to support low-to-moderate income Coeur d'Alene residents through specific allowable activities
- The City first became eligible to receive CDBG funds in 2007
- Today's presentation is for approval of the City's 2021 Draft Annual Action Plan

## CDBG Key Terms



- **LMI: Low-to-Moderate Income: HUD designation of a households whose total earnings are based on 30%, 50%, and 80% of the yearly area median income.**
  - **HUD's 2020 Median Income determination for Kootenai County:\$70,400 (based on a family of 4).**

## Selecting Activities Each Year

- **Activities must meet a National Objective:**
  1. Benefit to low-and-moderate income (LMI) persons
  2. Aid in the prevention of slum and blight
  3. Meet an urgent need) and be a HUD approved activity
- **Activities must meet Annual Action Plan and Consolidated Plan Goals**
- **When choosing activities to fund, staff must consider capacity of staffing, size of community and amount of allocation, local politics, and capacity of sub-recipient organizations**

## CDBG Eligible Activities

- **CDBG funds may be used for activities which include, but are not limited to:**
  - Acquisition of real property
  - Relocation and demolition
  - Rehabilitation of residential and non-residential structures
  - Construction of public facilities and improvements
    - Examples include: water and sewer facilities, streets, neighborhood centers, and the conversion of school buildings for eligible purposes, etc.
  - Public services, within certain limits
  - Activities relating to energy conservation and renewable energy resources
  - Provision of assistance to profit-motivated businesses to carry out economic development and job creation/retention activities

## Consolidated Planning Goals for 2018-2022

- **Goal 1:** Increase the supply of for-sale housing at prices affordable to the City's low and moderate income workers.
- **Goal 2:** Increase the supply of rental housing affordable to the City's extremely low-income renters and residents with special needs, including persons who are homeless.
- **Goal 3:** Improve the City's sidewalks to make them more accessible to persons with disabilities.
- **Goal 4:** Continue with neighborhood revitalization efforts to improve the condition of housing in low income areas.
- **Goal 5:** Expand higher-paying employment opportunities for the residents of Coeur d'Alene through economic development.
- **Goal 6:** Offer Public Service Program assistance to service organizations supporting low and moderate income residents of Coeur d'Alene.

## 2021 Annual Action Plan Citizen Participation

- **Comprised of: Public Forum, Community Survey, 30-Day Public Comment Period, Public Hearing:**
  - Advertised: Coeur d'Alene Press notices, Public Education and Government Channel Ads, City Facebook and website updates, and ongoing email communications to 189 community stakeholders
- **Citizen Participation Results:**
  - Public Survey Results, Forum attendees, and Consultations with Stakeholders revealed strong support for continuing past projects with increased focus on community needs identified for 2021

## Public Comments on 2021 Annual Action Plan

"1. Below are prior year goals determined by citizen input and need analysis surveys established for the City of Coeur d'Alene. In your mind, which eligible CDBG funded goals would serve the highest needs in Coeur d'Alene? Choose all that apply."



## Public Comments on 2021 Annual Action Plan

Frances Huffman , TESH (1/6/21): Indicated a high need for services for those with disabilities, including those who work full or part time. The need for transportation services and assistance with the cost of transportation to maintain employment was also discussed.

Top responses from online survey. As of 02/09/21 there were 82 responses collected:

- Affordable Quality Childcare Services
- Affordable Housing for sale and for rent
- Utility Assistance

## 2021 Priority Level-High Needs Identified at Public Forum

Needs Confirmed	New Needs Identified
Affordable For Sale and Rental Housing LMI Household Water/Sewer Improvements: connection to City Sewer	Affordable rentals and for sale housing has increased, and still needs attention.
Sidewalk Improvement	Mental Health Support needs have increased dramatically due to COVID-19
Senior Support <ul style="list-style-type: none"> <li>Meals on Wheels</li> <li>Public Service Projects</li> </ul>	Supportive Housing Available to Seniors and Youth with Behavioral Health Needs
Access to Emergency Shelters/Transitional Housing	Business Incubator Support and Economic Development
EMRAP—Home Repair	Emergency Family Shelters
Affordable Quality Childcare and Early Childhood Education	Due to COVID-19, this need has increased dramatically

## Draft 2021 AAP Budget

*Based on estimated funding of \$339,375*

2021 Estimated Funding	Project
<b>\$5,000 (1.5%)</b>	Sidewalk Accessibility/Repairs
<b>\$10,000 (3%)</b>	Lake City Center (Meals on Wheels program)
<b>\$50,000 (15%)</b>	Emergency Minor Home Repair and Accessibility Program (EMRAP)
<b>\$206,500 (60.5%)</b>	Community Opportunity Grants (Includes Public Service Activities capped at 15% annual allocation)
<b>\$67,875 (20%)</b>	Administration (Employee wages and benefits, administration of EMRAP program, travel and training expenses, advertising, supplies, support of Fair Housing Activities—Subject to 20% cap of annual allocation budget)
<b>\$339,375</b>	Estimated Grant Total

## Comparison to 2020 AAP Budget

Project	2020 Funding Allocations	2021 Estimated Funding
Sidewalk Accessibility/Repairs	\$5,000	<b>\$5,000</b>
Lake City Center (Meals on Wheels program)	\$5,000	<b>\$10,000</b>
Emergency Minor Home Repair and Accessibility Program (EMRAP)	\$50,000	<b>\$50,000</b>
Community Opportunity Grants (Includes Public Service Activities capped at 15% annual allocation)	\$211,500	<b>\$206,500</b>
Administration (Employee wages and benefits, administration of EMRAP program, travel and training expenses, advertising, supplies, support of Fair Housing Activities—Subject to 20% cap of annual allocation budget)	\$67,875	<b>\$67,875</b>
<b>Estimated Grant Total</b>	<b>\$339,375</b>	<b>\$339,375</b>

## Tonight's Actions

- Questions about the 2021 AAP
- Public Hearing inviting Public Comments
- City Council Decision Point:
  - Approval of the submittal of the 2021 AAP Budget to HUD for official review