

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

VISION STATEMENT

OUR VISION OF COEUR D'ALENE IS OF A BEAUTIFUL, SAFE CITY THAT PROMOTES A HIGH QUALITY OF LIFE AND SOUND ECONOMY THROUGH EXCELLENCE IN GOVERNMENT.

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

6:00 P.M.

MARCH 6, 2018

A. CALL TO ORDER/ROLL CALL

B. INVOCATION – Pastor Sean McCartin with Life Center CDA

C. PLEDGE OF ALLEGIANCE

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

E. PRESENTATIONS:

1. Legislative Update

Presentation by Randy Adams Chief Deputy Civil Attorney

2. East Sherman Update

Presentation by Hilary Anderson, Community Planning Director

F. 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 20, 2018 Council Meeting.
2. Approval of Minutes from the February 26, 2018 Public Works Committee Meeting.
3. Approval of Bills as submitted and reviewed for accuracy by Finance Department
4. Setting of Public Works and General Services Committee meetings for March 12, 2018 at 12:00 noon and 4:00 p.m. respectively
5. Approval of Beer, Wine, Liquor Licenses:
 - a. Transfer from Broken Tee Grill dba Long Drive Golf Shop, owner Laura Taylor, to Above Par Golf Shop dba The Grill at Coeur d'Alene, owner Brent Walsh

NOTE: The City will make reasonable accommodations for anyone attending this meeting who require special assistance for hearing, physical or other impairments. Please contact the City Clerk at (208) 769-2231 at least 24 hours in advance of the meeting date and time.

- b. Mod Pizza (new category of wine) located at 2824 N. Ramsey Road, Suite 105
- c. Holiday Stationstore #84, 311 W. Haycraft Avenue (new beer and wine not to be consumed on premises)
- 6. Approval of a Cemetery transfer from Donald Yager to Ashlee Barnett of Lot 425 Forest Cemetery Annex (Riverview)

As Recommended by the City Clerk

- 7. **Resolution No. 18-014** –
 - a. Approval of Agreement with Architects West, Inc., for Professional Services for the Memorial Field Softball Grandstand Rehabilitation and Improvements
 - b. Approval of Bid Agreement with TML Construction for Best Hill Booster
 - c. Approval of Amendment No. 2 to the Professional Services Agreement between the City of Coeur d’Alene and HDR Engineering, Inc. for Tertiary Treatment Phase 2 Improvements
 - d. Approval of Destruction of Fire, Finance, and Municipal Services Records

As Recommended by the Public Works Committee

G. 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.)

H. ANNOUNCEMENTS

1. City Council

2. Mayor

- a. Appointments: Tessa Jilot, Kim Golden, and Tim Teyler to the Pedestrian Bicycle Advisory Committee

I. ADJOURNMENT

This Council meeting is aired live on Time Warner Cable Channel 19 (CDATV).



Coeur d'Alene

CITY COUNCIL MEETING

March 6, 2018

MEMBERS OF THE CITY COUNCIL:

Steve Widmyer, Mayor

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

CONSENT CALENDAR

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

February 20, 2018

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 20, 2018 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

Amy Evans)	Members of Council Present
Loren Ron Edinger)	
Dan English)	
Woody McEvers)	
Dan Gookin)	
Kiki Miller)	

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

INVOCATION: Pastor Ron Hunter with the Church of the Nazarene gave the invocation.

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

CONSENT CALENDAR: **Motion** by McEvers, seconded by Miller, to approve the consent calendar.

1. Approval of Council Minutes for the February 6, 2018 Council Meeting.
2. Approval of Minutes from the February 12, 2018 Public Works Committee Meeting.
3. Approval of Bills as submitted and reviewed for accuracy by Finance Department
4. Approval of the Financial Report
5. Setting of Public Works and General Services Committee meetings for February 26, 2018 at 12:00 noon and 4:00 p.m. respectively
6. Setting of a Public Hearing for March 20, 2018 for 0-1-18: City Code Amendments to the Zoning Ordinance, Title 17, Subdivision Ordinance, Title 16 and Title 2, Administration and Personnel, Under Chapter 2.48 related to Planning Commission Membership.
7. Approval of Beer and Wine License change from consumed off premises to be consumed on premise, Coeur d'Alene Fresh, 317 E. Coeur d'Alene Avenue, Suite A.
8. Approval of a Grant Deed for public Right-of-Way (Alley) from the Miller Development Group, LLC, Daniel Stubbs, Member, for the 819 E. Sherman Project.
9. **RESOLUTION NO. 18-010 - A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE BELOW-REFERENCED CONTRACTS, INCLUDING AN AGREEMENT WITH INSITUFORM TECHNOLOGIES, LLC, FOR THE WASTEWATER UTILITY'S 2018 CURED-IN-**

- PLACE (CIPP) PROJECT; AND AN AGREEMENT WITH SPECIALTY PUMP SERVICE, INC., FOR THE LANDINGS WELL PUMP REHABILITATION PROJECT.
10. **RESOLUTION NO. 18-011-** A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING AN AGREEMENT WITH THE IDAHO TRANSPORTATION DEPARTMENT ESTABLISHING THE IDAHO UNIFIED CERTIFICATION PROGRAM FOR THE DISADVANTAGED BUSINESS ENTERPRISE PROGRAM IN THE STATE OF IDAHO.
 11. **RESOLUTION NO. 18-012** - A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE CONTINUATION OF AN AGREEMENT WITH EF RECOVERY, LLC, TO COLLECT FEES AUTHORIZED BY RESOLUTION FOR MOTOR VEHICLE ACCIDENT MITIGATION FROM THE RESPONSIBLE PARTY OR PARTIES, AND/OR THEIR INSURANCE CARRIER.

ROLL CALL: Edinger Aye; Evans Aye; Miller Aye; McEvers Aye; Gookin Aye; English Aye.
Motion Carried.

PUBLIC COMMENTS: Coeur d'Alene Battalion Chief John Morrison introduced newly hired firefighter Mathew Glen. Mr. Glen noted that he is currently training at Fire Station No. 2.

Mayor Widmyer requested confirmation of the following appointments: Bruce Martinek to the Urban Forestry Committee, and Jef Lemmon and Jon Ingalls to the Design Review Commission.

MOTION: Motion by Miller, seconded by McEvers to approve the appointment of Bruce Martinek to the Urban Forestry Committee, and Jef Lemmon and Jon Ingalls to the Design Review Commission. **Motion carried.**

RESOLUTION NO. 18-013

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A CONTRACT WITH WM WELCH CORP FOR THE CONSTRUCTION OF THE MEMORIAL PARK RESTROOM AND PICNIC SHELTER.

STAFF REPORT: Parks and Recreation Director Bill Greenwood noted that on July 5, 2017 the Council accepted the bid from Cameron-Riley to construct the Shared Parking and the Memorial Park reconstruction. With the acceptance of the Cameron- Riley bid Council rejected the add-alternate for the restrooms for this project, as staff believed they could install a pre-fabricated CXT type restroom that would come in on budget. A bid opening was held on January 25, 2018 with three bids received as follows: WM Welch Corp. in the amount of \$245,000, T. LaRiviere in the amount of \$248,200 and NNAC in the amount of \$253,580. Therefore, staff recommends the acceptance and award to the lowest responsive bidder of WM Welch Corp. in the amount of \$245,000.

MOTION: Motion by Edinger, seconded by Gookin to approve **Resolution No. 18-013**, approving a Contract for the Memorial Park Restroom and Picnic Shelter project with WM Welch Corporation.

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

ATLAS WATERFRONT PROJECT OPPORTUNITIES

STAFF REPORT: City Administrator Troy Tymesen explained that the request he is bringing forward is an unbudgeted opportunity; however, it would not be available a year from now. ITD is raising the height of the bridges by lowering the ground level beneath. The structural soil fill material becomes available in April and can be moved to the Atlas Waterfront site. The 100,000 cubic yards would be moved and compacted for the cost of \$420,000, with additional engineering costs in the amount of \$155,000 for a total project cost of \$575,000. Mr. Tymesen noted that funds could come from unanticipated income received from the state of Idaho as negotiated from taking over Lake Coeur d'Alene Drive. Additionally, the current Fund Balance is healthy at 18% of total expenses. DEQ will be onsite at the Atlas waterfront doing boring under the Brownfields program, which will not be interrupted by the fill material distribution. He noted that the site would have an increased value after placement of the fill.

DISCUSSION: Mayor Widmyer asked if the cost of soil was equivalent to the cost of soil moved to the Kroc Center. Mr. Tymesen noted that there was approximately 700,000 cubic yards moved to the Kroc Center and felt that the costs would be comparable. Councilmember Miller felt it was important to note that there is more site work being done other than just moving dirt. She expressed concern about needing to move dirt now, but the increase in property value makes it worthwhile. Councilmember Miller asked for clarification regarding how the public will get input on the shoreline stabilization if the work is done now. Mr. Tymesen clarified that the stabilization work will not be done for approximately a year. This is solely the request to move forward with stabilization planning. Councilmember Gookin and Councilmember English felt that the project was less expensive to do now and had the added benefit of enhancing the value of the property.

MOTION: Motion by Gookin, seconded by English to approve \$575,000 in funding for (1) Structural Soil Import, (2) Shoreline Stabilization permitting and grant applications, and (3) Soil Exploration Partnership with IDEQ Brownfields, and partner with ignite CDA to contract with NW Grading to purchase the I-90 fill material (\$420,000) and provide funding to ignite CDA in the amount of \$155,000 to complete the engineering-related work with their engineer, Welch Comer Engineers.

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

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

The meeting adjourned at 6:28 p.m.

ATTEST:

Steve Widmyer, Mayor

Renata McLeod, CMC, City Clerk

**PUBLIC WORKS COMMITTEE
MINUTES
February 26, 2018
4:00 p.m., Library Community Room**

COMMITTEE MEMBERS PRESENT

Councilmember Woody McEvers
Councilmember Dan English
Councilmember Kiki Miller

STAFF PRESENT

Renata McLeod, Municipal Svcs. Dir.
Amy Ferguson, Executive Asst.
Terry Pickel, Water Superintendent
Randy Adams, Deputy City Attorney
Troy Tymesen, City Administrator
Bill Greenwood, Parks & Rec. Dir.
Mike Anderson, WW Superintendent
Jim Remitz, WW Capital Prog. Mgr.
Tim Martin, Streest & Eng. Dir

**Item 1 Approval of Request for Destruction of Public Records
Consent Calendar**

Renata McLeod, Municipal Services Director, presented a request for destruction of public records pursuant to I.C. 50-908. She stated in her staff report that the Finance Department is requesting the destruction of temporary records that have been kept for their minimum two-year retainage period. Additionally, the Finance Department would like to destroy the hard copies of W-2's it has on record (a semi-permanent record), as they are now being retained electronically. The Fire Department is requesting the destruction of a semi-permanent record (Safety inspection forms from 2010-3013) as they are no longer needed and will now be retained electronically. The Municipal Services Department is requesting the destruction of records that have surpassed the retention period, including animal control appeals and noise abatement appeals. Because of the lack of storage space, records are routinely reviewed to determine if the necessity of maintaining the record is warranted.

Ms. McLeod explained that requests for destruction of records are brought forward periodically as they are received from the various departments.

MOTION: Motion by English, seconded by Miller, to recommend council authorize staff to proceed with the destruction of records as listed pursuant to I.C. 50-908. Motion carried.

**Item 2 Approval of an Agreement with Architects West, Inc., for Professional Services for
the Memorial Field Softball Grandstand Rehabilitation and Improvements.
Consent Calendar**

Bill Greenwood, Parks & Recreation Director, presented a request that council award the agreement for the pre-development planning and final design services for rehabilitation of and improvements to the Memorial Grandstands to Architects West.

Mr. Greenwood stated in his staff report that the Grandstand is a significant heritage structure, associated with City Softball programs and used by North Idaho College. The historical wood bleacher stadium is

recognized as a community icon and its architectural character is considered one of the remaining examples of a bygone era of small town community sports. Ignite cda has allocated one million dollars for the refurbishment. The City of Coeur d'Alene will not have any capital outlay for this project, including the professional services agreement. The City has had and will continue to have staff time working on the project as they are the point of contact. Mr. Greenwood further noted in his staff report that the rehabilitation and improvement of the Grandstand fits into the City's long range goals for the area. The rehabilitation of the Grandstand is the last component of the improvements to the Four Corners area. The improvements to the Grandstand will include new restrooms, locker/team changing rooms, dugouts, and concessions. Pursuant to this Agreement, Architects West will provide pre-development planning and final design services for the Grandstand project.

Mr. Greenwood confirmed that there will be engagement with all of the interested parties, including the council, about elements, the concessions stand, restroom facility, lockers, storage, etc.

Councilmember Miller commented that the Grandstands are a well-loved, iconic structure and she wants to make sure that there is plenty of time for the public to know what is happening and that they get a lot of input. Mr. Greenwood said that he has a level of comfort with Architects West and Jon Mueller, their landscape architect, who is a local historian, and he feels good about Mr. Mueller's creative abilities, and their engineer has done a lot of work refurbishing projects out of town.

Councilmember English asked if the interior of the grandstand would look different. Mr. Greenwood said that they will have to focus on ADA accessibility. The ramps will change in their pitch and grade and they will probably have to lose a section of grandstand benching for wheelchair access.

Councilmember McEvers asked how the architect decision was made. Mr. Greenwood said that they did a Request for Qualifications (RFQ) and there was a rating criteria that they used. One element where Architects West stepped ahead is that they have done grandstand work in the past. The other element in their favor was Mr. Mueller's historical background.

Councilmember McEvers asked about the timing of the project. Mr. Greenwood said that the field was seeded last year so they are trying to get it healthy and aren't going to play on it this spring or fall. The hope is that the improvements will be completed before next spring's season.

MOTION: Motion by Miller, seconded by English, to recommend council approval of an Agreement with Architects West, Inc. for Professional Services for the Memorial Field Softball Grandstand Rehabilitation and Improvements. Motion carried.

Item 3 Award of Bid for Best Hill Booster Station and Approval of an Agreement with TML Construction
Consent Calendar

Terry Pickel, Water Superintendent, presented a request for council acceptance of the lowest responsive bid from, and the award of the contract to, TML Construction, Inc. for the Best Hill Booster Station.

Mr. Pickel stated in his staff report that as part of the initial Northeast Water System Improvement Project, it was determined that instead of constructing a new water storage facility, it would be more prudent to construct a small booster station to extract water from the Best Hill Tank. The Best Hill Tank, constructed in 1971, has never functioned properly. The tank maintains a consistent volume of water most of the time, limiting its usefulness to the City for storage and creating water quality concerns related to stagnant water. The recent update of the City water model and the improvements in control systems

indicate that adding a booster pump could allow use of the water in the tank to supplement the flow to the system during peak demands and is a more cost effective option than immediate construction of a new storage facility and/or well. The model anticipates the intermittent need for an additional 4,000 plus gpm to augment current supplies at peak demands. This need is expected to be partially met with the combination of the new pump station and the control modifications the City is currently making.

The lowest responsive bid was received from TML Construction, Inc., in the amount of \$431,455.00. The engineer's estimate for the project was \$548,000. The pipe work performed by the Water Department Maintenance Crew and the timing of the bids resulted in a reduction of over \$362,000.00 from the previous low bid.

Mr. Pickel commented that they have been working on this project for the last year and a half, and he discussed the three phases of the project, including a water model, current improvements, and Phase 3, which includes observation and planning. He noted that Phase II, expansion of the High Zone, has been completed. In that phase, they added 1,400 services, and modified valves. Mr. Pickel said that they have hired an employee who has 10 years of experience working on the valves, so they have been able to do it in-house, rather than sending it out. Phase II includes construction of the new booster station. The booster station will be able to pull about 2,000 gallons per minute (gpm) from the tank during the peak season.

Mr. Pickel said that the crew worked in November and December to get the new pipeline in. He noted that the tank can only be offline from October through May. With the piping done, they can put the tank bank online while they are constructing the building. The booster station will probably not be completed until June or July.

Mr. Pickel noted that the cost for parts and materials for the piping was \$82,299, which added a value of \$280,483 to the project, which lowered the bid amount. He commented that he is very proud of his crew for the work that they did.

MOTION: Motion by English, seconded by Miller, to recommend council acceptance of the lowest responsive bid and award the construction contract to TML Construction, Inc. for the Best Hill Booster Station in the amount of \$431,455.00. Motion carried.

Item 4 Approval of Amendment No. 2 to the Professional Services Agreement between the City of Coeur d'Alene and HDR Engineering, Inc. for Tertiary Treatment Phase 2 Improvements

Consent Calendar

Mike Anderson, Wastewater Superintendent, presented a request for council approval of Amendment No. 2 to the Agreement between the City of Coeur d'Alene and HDR Engineering, Inc., for Professional Services for the design and construction of Tertiary Treatment Phase 2 Improvements.

The staff report stated that the September 15, 2015 Professional Services Agreement between the City of Coeur d'Alene and HDR Engineering, Inc. for Tertiary Treatment Phase 2 Improvements provided a scope of services that consisted of the design and bidding phases necessary for this project. Amendment No. 1 to the Agreement identified and defined the Professional Consulting Services for services during construction. Amendment No. 2 will provide for the design services for a 5-ton bridge crane that will be constructed as part of the Tertiary Membrane Filtration (TMF) facility. Funding for this Amendment will come from the approved 2017-2018 Wastewater Operating Fund budget.

Mr. Anderson explained that the bridge crane is needed for removal of the membrane filter cassettes. He noted that they had been using a boom truck or a crane to install them, and there was a lot of sway. The rail mounted crane would ride along rails and be able to lift the cassettes from a much closer distance which would allow for a lot less movement, and increased safety for workers.

Councilmember English asked if the crane would stay in place. Mr. Anderson said that it would be a mobile crane that would move laterally along the rails, and then when it was not in service, it would butt up next to the building. He confirmed that the contract was just for the design of the crane.

Councilmember Miller said that it seems like this is a really big “miss” for the project, and asked what is the downside risk of not approving it. Mr. Anderson said that the reason they are looking at a bridge crane is for the safety factor. They are finding that they are going to be removing the cassettes somewhat regularly.

Councilmember McEvers asked how many cassettes are there. Mr. Anderson said that they currently have 6 and are upgrading to 30. The long term plan is for 36 cassettes.

Mr. Tymesen said that the tertiary treatment has become the key to the treatment process and is a very efficient use of the space. When they were looking at the master plan, it was not anticipated that they would have to take the cassettes out quite as often as they have found that they do. Secondly, getting access to a crane is not as easy when construction is busy. The cost of the crane will probably be over \$400,000, but it is a long term asset that will lower the City’s liability and allow them to be more efficient in maintenance and operation of the tertiary treatment equipment, which utilizes a much smaller footprint than any of the other process they considered.

MOTION: Motion by Miller, seconded by English, to recommend council approval of Amendment No. 2 to the Professional Services Agreement between the City of Coeur d’Alene and HDR Engineering, Inc., for additional professional design services for Tertiary Treatment Phase 2 Improvements in the amount of 33,701.00. Motion carried.

The meeting adjourned at 4:29 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison

BEER, WINE, AND/OR LIQUOR APPLICATION Expires March 1 annually

City of Coeur d' Alene
 Municipal Services
 710 Mullan Avenue
 Coeur d' Alene, Idaho 83814
 208.769.2229 Fax 769.2237

[Office Use Only] Amt. Pd _____
 Rec No _____
 Date _____
 Date to City Council: _____
 Reg No. _____
 License No. _____
 Rv _____

Date that you would like to begin alcohol service March 01, 2018
 Check the **ONE** box that applies:

<input type="checkbox"/>	Beer only (canned and bottled) not consumed on premise	\$ 50.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled) not consumed on premise	\$250.00 per year
<input type="checkbox"/>	Beer only (canned and bottled only) consumed on premise	\$100.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled only) consumed on premise	\$300.00 per year
<input type="checkbox"/>	Beer only (draft, canned, and bottled) consumed on premise	\$200.00 per year
<input type="checkbox"/>	Beer and Wine (Draft, canned, and bottled) consumed on premise	\$400.00 per year
<input checked="" type="checkbox"/>	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
<input type="checkbox"/>	Transfer of ownership of a City license with current year paid Beer-to go only \$6.25 Beer- Can, Bottled only COP \$12.50 Beer- Draft, can, bottled COP \$25 Wine additional \$25 Consumed on premise yes no Transfer from <u>W. King The Grill</u> to <u>Above Par Golf Club</u>	\$

Business Name	<u>Above Par Golf Club DBA: The Grill at Coeur d'Alene</u>	
Business Mailing Address	<u>2321 W. Fairway Dr.</u>	
City, State, Zip	<u>Coeur d'Alene, ID. 83815</u>	
Business Physical Address	<u>2321 W. Fairway Dr.</u>	
City, State, Zip	<u>Coeur d'Alene, ID. 83815</u>	
Business Contact	Business Telephone : <u>208-765-0218</u>	Fax:
	Email address: <u>Bwalsy@cdagolfclub.com</u>	
License Applicant	<u>Brent A. Walsy</u>	
If Corporation, partnership, LLC etc. List all members/officers	<u>Brent A. Walsy</u>	

BEER, WINE, AND/OR LIQUOR APPLICATION Expires March 1 annually

City of Coeur d' Alene
Municipal Services
710 Mullan Avenue
Coeur d' Alene, Idaho 83814
208.769.2229 Fax.769.2237

[Office Use Only] Amt Pd _____
 Rec No _____
 Date _____
 Date to City Council: _____
 Reg No. _____
 License No. _____
 Rv _____

Date that you would like to begin alcohol service _____

Check the ONE box that applies:

<input type="checkbox"/>	Beer only (canned and bottled) not consumed on premise	\$ 50.00 per year
<input checked="" type="checkbox"/>	Beer and Wine (canned and bottled) not consumed on premise	\$250.00 per year
<input type="checkbox"/>	Beer only (canned and bottled only) consumed on premise	\$100.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled only) consumed on premise	\$300.00 per year
<input type="checkbox"/>	Beer only (draft, canned, and bottled) consumed on premise	\$200.00 per year
<input type="checkbox"/>	Beer and Wine (Draft, canned, and bottled) consumed on premise	\$400.00 per year
<input type="checkbox"/>	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
<input type="checkbox"/>	Transfer of ownership of a City license with current year paid Beer-to go only \$6.25 Beer- Can, Bottled only COP \$12.50 Beer- Draft, can, bottled COP \$25 Wine additional \$25 Consumed on premise yes no Transfer from _____ to _____	\$

Business Name	Holiday Stationstore #84
Business Mailing Address	Attn: Licensing 4567 American Blvd W
City, State, Zip	Bloomington MN 55437-1123
Business Physical Address	311 W Haycraft Avenue
City, State, Zip	Coeur d'Alene ID 83815
Business Contact	Business Telephone : (208)664-6878 Fax: Email address: kate.nolan@holidaycompanies.com
License Applicant	Holiday Stationstores NW, LLC
If Corporation, partnership, LLC etc. List all members/officers	Please see attached

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kelley Setters
Department Name / Employee Name / Date

Request made by: Donald Yager and Beverly Peterson / 509-928-1964
Name / Phone

P.O. Box 279, Spokane, WA 99037-0279
Address

The request is for: / / Repurchase of Lot(s)
 Transfer of Lot(s) from Donald Reed Yager to Ashlee Barnett

Niche(s): _____
Lot(s): 425, _____, _____, _____, _____, _____ Block: N/A Section: H

Lot(s) are located in / / Forest Cemetery / Forest Cemetery Annex (Riverview).
Copy of / / Deed or / / Certificate of Sale must be attached.
Person making request is / / Owner / Executor*\$ / / Other* _____

*If "executor" or "other", affidaviats of authorization must be attached.

Title transfer fee (\$ 40.00) attached**.
**Request will not be processed without receipt of fee. Cashier Receipt No.: _____

ACCOUNTING DEPARTMENT Shall complete the following:

Attach copy of original contract.

Vonnie Jensen
Accountant Signature

CEMETERY SUPERVISOR shall complete the following:

1. The above-referenced Lot(s) is/are certified to be vacant: Yes / / No
2. The owner of record of the Lot(s) in the Cemtery Book of Deeds is listed as:

3. The purchase price of the Lot(s) when sold to the owner of record was \$ _____ per lot.

MB / 1/30/2018
Supervisor's Init. / Date

LEGAL/RECORDS shall complete the following:

1. Quit Claim Deed(s) received: / / Yes / / No.
- Person making request is authorized to execute the claim: _____
Attorney Init. / Date

I certify that all requirements for the transfer/sale/repurchase of cemetery lot(s) have been met and recommend that that transaction be completed.

City Clerk's Signature / Date

COUNCIL ACTION

Council approved transfer/sale/repurchase of above-referenced Lot(s) in regular session on: _____
Mo./ Day /Yr.

CEMETERY SUPERVISOR shall complete the following:

Change of ownership noted/recorded in the Book of Deeds: / / Yes / / No
Cemetery copy filed / /; original and support documents returned to City Clerk / /

Cemetery Supervisor's Signature / Date

Distribution: Original to City Clerk
Yellow copy Finance Dept.
Pink copy to Cemetery Dept.

RESOLUTION NO. 18-014

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE, INCLUDING APPROVAL OF AN AGREEMENT WITH ARCHITECTS WEST, INC., FOR THE MEMORIAL FIELD SOFTBALL GRANDSTAND REHABILITATION AND IMPROVEMENTS; APPROVAL OF A CONTRACT WITH TML CONSTRUCTION FOR BEST HILL BOOSTER STATION; APPROVAL OF AMENDMENT NO. 2 TO THE AGREEMENT WITH HDR ENGINEERING, INC., FOR TERTIARY TREATMENT PHASE 2 IMPROVEMENTS; AND APPROVAL OF DESTRUCTION OF RECORDS FOR FIRE, FINANCE, AND MUNICIPAL SERVICES DEPARTMENTS.

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

- A) Approval of an agreement with Architects West, Inc. for the Memorial Field Softball Grandstand Rehabilitation and Improvements;
- B) Approval of a contract with TML Construction for Best Hill Booster station;
- C) Approval of Amendment No. 2 to the agreement with HDR Engineering, Inc. for Tertiary Treatment phase 2 improvements; and
- D) Approval of Destruction of Records for Fire, Finance, and Municipal Services departments;

AND

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

NOW, THEREFORE,

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

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

DATED this 6th day of March, 2018.

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 EVANS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

**PUBIC WORKS COMMITTEE
STAFF REPORT**

DATE: February 26, 2018
FROM Bill Greenwood – Parks and Recreation Director
SUBJECT: Agreement for Profession Services for Memorial Grandstand

DECISION POINT:

Award the agreement for the pre-development planning and final design services for rehabilitation of and improvements to the Memorial Grandstands to Architects West.

HISTORY:

The Grandstand, located just off W. Fort Grounds Drive, is a significant heritage structure, associated with City Softball programs and use by North Idaho College. The historical wood bleacher stadium is recognized as a community icon and its architectural character is considered one of the remaining examples of a bygone era of small town community sports.

FINANCIAL ANALYSIS:

Ignite has allocated one million dollars for this refurbishment. The City of Coeur d'Alene will not have any capital outlay for this project, including for this professional services agreement. We have had and will continue to have staff time working on the project as we are the point of contact.

PERFORMANCE ANALYSIS:

This rehabilitation and improvement of the Grandstand fits into our long range goals for this area. We developed the City's Four Corners/Bureau of Land Management Master Plan which includes recommendations regarding the Grandstand. In following the Master Plan, we proceeded with the reconstruction of Mullan Ave. (now Fort Ground Drive) that included pedestrian improvements, a new parking lot, and the creation of a public plaza housing a historic Carrousel. We are currently constructing the Memorial Softball Field, Memorial Park, and a shared parking lot. The rehabilitation of the Grandstand is the last component of the improvements to the Four Corners area. The improvements to the Grandstand will include new restrooms, locker/team changing rooms, dugouts, and concessions. Pursuant to this Agreement, Architects West will provide pre-development planning and final design services for the Grandstand project.

DECISION POINT/RECOMMENDATION:

Council should award the agreement for the pre-development planning and final design services for rehabilitation of and improvements to the Memorial Grandstands to Architects West.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 6th day of March, 2018, 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 **ARCHITECTS WEST, INC.**, an Idaho corporation, with its principal place of business at 210 E. Lakeside Ave., Coeur d'Alene, ID 83815, hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, the City desires to rehabilitate and improve the historic Memorial Field Softball Grandstand; and

WHEREAS, the City issued a Request for Qualifications pursuant to Idaho Code § 67-2320 for a professional design team to provide pre-development planning and final design services for the rehabilitation of and improvements to the Memorial Field Softball Grandstand; and

WHEREAS, the City, through its established RFQ process, has selected Architects West, Inc., as the most qualified to perform the services requested; and

WHEREAS, Consultant is available and is willing to provide personnel and services to accomplish the work according to the City's schedule.

NOW, THEREFORE, the City and the Consultant agree as follows:

Section 1. Employment of Consultant. The City hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereinafter set forth.

Section 2. Scope of Services. The Consultant shall perform the services described in Attachment "A," entitled Scope of Services, subject to and consistent with the terms of Attachment "A," attached hereto and incorporated herein by reference.

Section 3. Personnel.

A. All personnel utilized by the Consultant to perform its services under this agreement shall be fully qualified and authorized under state law to perform the services. Such personnel shall not be employees of or have any contractual relationship with the City.

B. The Consultant shall maintain Worker's Compensation coverage on all employees, including employees of subcontractors, during the term of this agreement as required by law. Should the Consultant fail to maintain such insurance, the Consultant shall indemnify the City against any loss resulting to the City from such failure. The Consultant shall furnish to the City, prior to commencement of the work, such evidence as the City may require regarding the required coverage.

Section 4. Time of Performance. The services of the Consultant shall commence upon execution of this agreement and shall be completed by February 15, 2019.

Section 5. Compensation. Subject to the provisions of this Agreement, the Consultant shall be paid an amount not to exceed the total sum of Sixty-five Thousand Four Hundred Five Dollars and No/100 (\$65,405.00).

Section 6. Method and Time of Payment. Consultant invoices will be submitted by the second Tuesday of every month and will be based upon services completed at the time of the billing. The invoicing of the fixed fee shall correspond to the Consultant's estimate of the work completed. The Consultant shall maintain records documenting all labor and material charges for this project. Payment will be made on the 4th Tuesday of the month.

Section 7. Termination of Agreement for Cause. If the Consultant violates any of the covenants, agreements, or stipulations of this agreement, the City shall provide the Consultant reasonable time to remedy the deficiency. If the Consultant fails to remedy the deficiency as required by the City, the City shall have the right to terminate this agreement by giving written notice to the Consultant of such termination 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 become the City's property.

Section 8. Termination for Convenience of City. The City may terminate this agreement at any time by giving ten (10) days written notice to the Consultant of such termination and specifying the effective date of such termination. In that event, all finished or unfinished hard copy documents, data, studies, surveys, and reports or other material prepared by the Consultant under this agreement shall become the City's property.

Section 9. Modifications. The City may, from time to time, require modifications in the general scope of 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 shall be compensated for such work accomplished by written amendment to this agreement.

Section 10. Equal Employment Opportunity. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

Section 11. 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, electronic files, or other materials prepared under this agreement. Consultant shall provide copies of such work products to the City upon request.

Section 12. City Held Harmless.

A. The Consultant shall save, hold harmless, and indemnify the City, its officers, agents and employees from and against any and all damages or liability arising out of the Consultant's wrongful acts 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.

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.

Section 13. 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.

B. The Consultant shall maintain Errors and Omission Insurance in at least the amount of two million dollars (\$2,000,000.00). 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. The insurance policies shall provide that the City shall be notified at least thirty (30) days prior to cancellation of the policy for any reason.

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

CITY OF COEUR D'ALENE

ARCHITECTS WEST, INC.

Steve Widmyer, Mayor

ATTEST:

ATTEST:

Renata McLeod, City Clerk

Name / Title

ATTACHMENT “A” SCOPE OF SERVICES

The Consultant will provide pre-development planning and final design services for rehabilitation of and improvements to the Memorial Field Softball Grandstand, located at Memorial Park, through an experienced and qualified professional design team. The pre-development planning will consist of a Structural Engineering Assessment (SEA) for recommendations for rehabilitation vs. replacement, a preliminary opinion of probable cost for the work scenarios proposed in the SEA; and a complete set of Construction Documents representing the selected approach. Preliminary design concepts have been previously developed proposing the incorporation of new restrooms, locker/team changing rooms, dugout, and concessions. These design concepts are anticipated to be refined and incorporated into the final Construction Documents.

The following are specific services to be provided:

1. Project Administration + Management

The selected project team will work very closely with City agencies and this will require coordination and collaboration. The following are project and administrative expectations.

2. Meetings, Reports + Presentations

The selected project team will engage directly with the Coeur d’Alene Parks & Recreation Director. The selected team will develop a timeline for work flow, tasks, major project markers, and deliver work incrementally to the Parks & Recreation Director for feedback and review before submitting final deliverables. This timeline may be modified as appropriate with City approval. The selected project team will have a project manager lead that will have a regularly scheduled weekly meeting, either in-person or via conference call, with the Director.

The project team will provide support and prepare materials for public meetings, in collaboration with the City Parks Department. These meetings will include one (1) public presentation to the Parks and Recreation Commission and one (1) public presentation to City Council.

The selected project team will submit a professional quality project completion report to the City which contains the following:

- a. A title sheet identifying the project, contract number, and name and address of the selected team;
- b. The names and titles/responsibilities of those persons working on the project, including any subcontractors;
- c. Number of hours spent working on the project, for the project team and any subcontractors;

- d. The budget of the project;
- e. A written narrative summary of the project, timeline, and tasks accomplished, including any challenges during the completion of the scope of work.

3. Landscape + Infrastructure + Architecture Design

Develop a complete set of architectural drawings and specifications for the rehabilitation or replacement of Grandstand and transition to public plaza. Drawings shall be based on the recommendations contained in the SEA and include a site plan, utilities, and topography plan, evaluations, floor plans, and renderings.

Deliverables include 50% drafts of plans and specifications, 100% drafts of plans and specifications, and a final complete set of plans and specifications.

4. Rehabilitation Cost Estimates

Develop a complete cost estimate for the work as defined through the SEA and related architectural drawings and specifications. This cost estimate will be detailed and broken out. Cost estimates will thoughtfully consider the required specialized treatment and construction for meeting all Americans with Disabilities Act (ADA).

Deliverables include a 50% draft of the cost estimate, 100% draft of the cost estimate, and a final cost estimate.

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: February 26, 2018
FROM: Terry Pickel, Water Superintendent
SUBJECT: Best Hill Booster Station bid acceptance and award.

DECISION POINT: Staff is requesting Council acceptance of the lowest responsive bid from, and the award of the contract to, TML Construction Inc., for the Best Hill Booster Station.

HISTORY: As part of the initial Northeast Water System Improvement Project, it was determined that instead of constructing a new water storage facility, it would be more prudent to construct a small booster station to extract water from the Best Hill Tank. The Best Hill Tank, constructed in 1971, has never functioned properly. The tank maintains a consistent volume of water most of the time, limiting its usefulness to the City for storage and creating water quality concerns related to stagnant water. Staff has looked at various methods to improve tank performance over the past four decades, including increased distribution main size between the reservoirs, with little success. Staff believed over the years that the most viable answer was a booster pump on the tank, but were discouraged by the engineers as it is not an efficient way to operate the tank. However, the recent update of the City water model and the improvements in control systems indicated that adding a booster pump could allow use of the water in the tank to supplement the flow to the system during peak demands and was a more cost effective option than immediate construction of a new storage facility and/or well. The model anticipates the intermittent need for an additional 4,000 plus gpm to augment current supplies at peak demands. This need is expected to be partially met with the combination of the new pump station and the control modifications the City is currently making.

Staff received the following five bids from area contractors for the proposed Best Hill Booster Station on February 14, 2018.

TML Construction, Inc.	\$431,455.00
S & L Underground, Inc.	\$439,180.00
General Industries, Inc.	\$445,291.00
Award Construction, Inc.	\$580,000.00
Apollo, Inc.	\$599,287.00

FINANCIAL ANALYSIS: The lowest responsive bid was received from TML Construction, Inc., in the amount of \$431,455.00. The engineer's estimate for the project was \$548,000.00. The budget line item for FY 2018 was set at \$550,000.00. The pipe work performed by the Water Department Maintenance Crew and the timing of the bids resulted in a reduction of over \$362,000.00 from the previous low bid. The actual cost for pipe, equipment and materials to complete our portion of the work was approximately \$82,300.00.

PERFORMANCE ANALYSIS: As previously mentioned, the Best Hill Tank has never functioned properly. Hydraulically, it is too close to the wells in relation to the other reservoirs in the general zone. The piping changes at the base of the Best Hill Tank for the pump station project have been completed by City crews. The new station, complete with a new electronically controlled altitude valve and a new 75 Hp centrifugal pump, will be constructed around the existing piping. This will alleviate the time constraints for construction as the tank can be functional prior to and during the building construction and pump installation. A relatively small cmu building will be constructed to house the pump and control valve. The new booster station is designed to pump up to 2000 gallons per minute from the tank during periods of high demand to offset an intermittent shortage in production capacity. This production, in coordination with changes in the existing High Zone boundaries and alterations of the pressure reducing valve stations, should augment current production capabilities and significantly reduce pressure fluctuations in the northeast quadrant of the city. Additionally, no secondary pump or backup power is required in this case as the pump is not absolutely essential to tank operation, as approved by DEQ.

DECISION POINT/RECOMMENDATION: City Council should accept the lowest responsive bid and award the construction contract in the amount of \$431,455.00 for the Best Hill Booster Station to TML Construction, Inc.



February 15, 2018

Mr. Terry Pickel
City of Coeur d'Alene Water Department
3820 Ramsey Road
Coeur d'Alene, ID 83815

RE: Best Hill Booster Pump Station REBID
Bid Review and Award Summary

Dear Terry:

On February 14, 2018, the City of Coeur d'Alene received five bids for the 7 Best Hill Booster Pump Station REBID project. The low bid was submitted by TML Construction, Inc. with a total Base Bid price of \$431,455.00. A summary of the bids is included below and the evaluation of each bid is enclosed.

General Contractor	Base Bid
TML Construction, Inc.	\$431,455.00
S&L Underground, Inc.	\$439,180.00
General Industries	\$445,291.00
Award Construction, Inc.	\$580,000.00
Apollo, Inc.	\$599,287.00

We have reviewed the bids to determine general compliance with the administrative requirements for bidding (i.e. whether each bid received was responsive) based on the following:

- Bid received on time in a properly sealed envelope
- Addenda properly acknowledged
- Bid Proposal completed in general conformance with the Instructions to Bidders
- Bid Security included
- Bidder's Idaho Contractor License number included
- Bid signed
- Statutory Naming of Subcontractors Form completed (Plumbing, Electrical, HVAC)
- Affidavit of Payment or Securement of All Taxes Form completed
- Non-collusion Affidavit Form completed


Our review did not include independent verification of the Bidder's business legal status, the signatory's authority to sign, suspension or debarment status, or other possible reasons for considering the bids unresponsive. We recommend that you work with your legal counsel to review the Bids and conduct any further review that is warranted in order to determine the final award status. J-U-B verified the status of the Idaho Public Works license for each Bidder. Irregularities are indicated on the enclosed bid summary.

The enclosed award documents were prepared accordingly for your use should you choose to award the project to TML Construction, Inc.

If you would like to discuss our review or have additional questions, please do not hesitate to contact me at (208) 762-8787.

Sincerely,

J-U-B ENGINEERS, Inc.



Michelle L. Johnson, P.E.
Project Engineer

Enclosures: Notice of Award
 Agreement
 Payment Bond
 Performance Bond
 WH-5 Public Works Contract Report

MJ/sl

CITY OF COEUR D'ALENE (WATER DEPARTMENT) - Best Hill Booster Pump Station REBID
 BID OPENING - CITY OF COEUR D'ALENE, CITY HALL - 2:00 P.M. - February 14, 2018

Engineer's Opinion of Probable Cost: \$548,000.00

BID ABSTRACT

BIDDER NAME:	TML Construction, Inc.	S&L Underground, Inc.	General Industries	Award Construction Inc.	Apollo, Inc.
ADDRESS:	P. O. Box 2970 Hayden, ID 83835	P. O. Box 1952 Bonners Ferry, ID 83805	P. O. Box 13454 Spokane, WA 99213	980 Willeys Lake Road Ferndale, WA 98248	P. O. Box 7305 Kennewick, WA 99336

ITEM NO.	ITEM DESCRIPTION	EST. QUAN.	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
SCHEDULE A: GARDEN AVENUE AND MILITARY DRIVE													
1	Best Hill Booster Pump Station and associated work	1	LS	\$419,580.00	\$419,580.00	\$433,180.00	\$433,180.00	\$439,925.00	\$439,925.00	\$545,000.00	\$545,000.00	\$585,287.00	\$585,287.00
2	Structural Fill Material	250	CY	\$47.50	\$11,875.00	\$24.00	\$6,000.00	\$21.46	\$5,366.00	\$140.00	\$35,000.00	\$56.00	\$14,000.00
BASE BID TOTAL					\$431,455.00		\$439,180.00		\$445,291.00		\$580,000.00		\$599,287.00
Completed Bid Form				Yes		Yes		Signature page missing		Yes		Yes	
Addenda Acknowledged													
Addendum No. 1				Yes		Yes		Yes		Yes		Yes	
Addendum No. 2				Yes		Yes		Yes		Yes		Yes	
General Contractor Public Works License Number				PWC-C-14401-U-1-3		PWC-C-14825-U-1-2-3		PWC-C-10130-U-B-4		031474-AA-1-2-3		PWC-C-14034-U-1-2-3	
Affidavit of Payment or Securement of All Taxes				Yes		Yes		Yes		Yes		Yes	
Non-Collusion Affidavit				Yes		Yes		Yes		Yes		Yes	
Bid Security				Yes		Yes		Yes		Yes		Yes	
Naming of Subcontractors													
Electrical				Mac's Electric (11289-B-4)		Mac's Electric (11289-B-4)		Thorco (10130-U-1-4)		Thorco (10130-U-1-4)		Thorco (10130-U-1-4)	
HVAC				Sturm Heating Inc. (17411-B-4)		S&L Underground, Inc. (C-14825-U-1-2-3, HVAC-C-48)		Sturm Heating Inc. (17411-B-4)		Sturm Heating Inc. (17411-B-4)		Air Tech Mechanical (12273-A-4)	
Plumbing				RL Jacobs (12056-CC-4)		B&M Plumbing (007868, 006412)		RL Jacobs (12056-CC-4)		RL Jacobs (12056-CC-4)		RL Jacobs (12056-CC-4)	
Highlighted Cell Indicates Bid Irregularities													

* = Bids were reviewed from a scanned copy. Unable to verify seals



NE Water System Improvement Project

**By Terry Pickel
Water Superintendent**



NE Water System Improvement Project

Project broken into 3 phases:

- Phase I – Model & Research
- Phase II – Current Improvements
- Phase III – Observe & Plan



NE Water System Improvement Project

Phase II:

- Expansion of High Zone



NE Water System Improvement Project

Phase II:

- Modification of valves in progress



NE Water System Improvement Project

Phase II:

- Construct new booster station



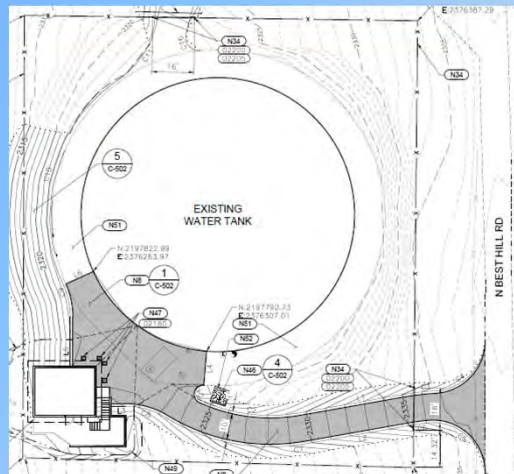
NE Water System Improvement Project

Booster station location



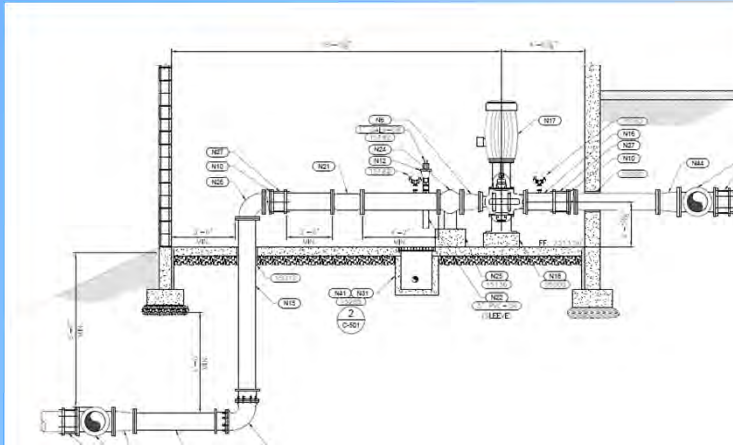
NE Water System Improvement Project

Site plan:



NE Water System Improvement Project

Piping plan detail:



NE Water System Improvement Project

Piping completed by Water crew



NE Water System Improvement Project

Bids opened 2/14/2018

General Contractor	Base Bid
TML Construction, Inc.	\$431,455.00
S&L Underground, Inc.	\$439,180.00
General Industries	\$445,291.00
Award Construction, Inc.	\$580,000.00
Apollo, Inc.	\$599,287.00



NE Water System Improvement Project

Value of project by Water crew:

Original bid: \$794,237

Current bid: \$431,455

Parts and materials: \$82,299

Difference: \$280,483



NE Water System Improvement Project

**Request before the committee:
Award lowest responsive bid and
contract to TML Construction, Inc.
for \$431,455.**



NE Water System Improvement Project

Thank you!



Contract

THIS CONTRACT, made and entered into this 6th day of March, 2018, between the CITY OF COEUR D'ALENE (CITY), Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as "CITY", and **TML Construction, Inc.**, a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at PO Box 2970, Hayden, ID 83835, hereinafter referred to as the CONTRACTOR.

WITNESSETH:

THAT, WHEREAS, the said CONTRACTOR has been awarded the contract for the Best Hill Booster Pump Station REBID Project in Coeur d'Alene, according to plans and specifications on file in the office of the City Clerk of the CITY, which plans and specifications are entitled:

City of Coeur d'Alene – Water Department – Best Hill Booster Pump Station- REBID

IT IS AGREED that for and in consideration of the covenants and agreements to be made and performed by the CITY OF COEUR D'ALENE, as hereinafter set forth, the CONTRACTOR shall make improvements as set forth in the said plans and specifications described above, in said city, furnishing all labor and materials therefor according to said plans and specifications and under the penalties expressed in the performance bond bearing even date herewith, and which bond with said plans and specifications are hereby declared and accepted as parts of this contract. All material shall be of the high standard required by the said plans and specifications and approved by the Water Department Superintendent or designee, and all labor performed shall be of first-class workmanship.

The CONTRACTOR shall employ appropriate means to prevent accidents and defend the CITY from all claims for injury to person or property resulting from the CONTRACTOR's actions or omissions in performance of this contract, and to that end shall maintain insurance of the type and in the amount specified in the Contract Documents. Certificates of insurance providing at least thirty (30) days written notice to the City prior to cancellation of the policy shall be filed in the office of the City Clerk.

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

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

The CITY shall pay to the CONTRACTOR for the work, services and materials herein provided to be done and furnished by it, a sum not to exceed **Four Hundred Thirty-One Thousand Four Hundred Fifty-Five and No/100 Dollars (\$431,455.00)**, as provided in the Bid Schedule. Partial payment shall be made on the third Tuesday of each calendar month on a duly certified estimate of the work completed in the

previous calendar month less five percent (5%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided that the contractor has obtained from the Idaho State Tax Commission and submitted to the City a release of liability for taxes (Form EFO00234).

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
BASE BID					
1	Best Hill Booster Pump Station and Associated Work	1	LS	\$419,580.00	\$419,580.00
2	Structural Fill Material	250	CY	\$47.50	\$11,875.00
BASE BID TOTAL:					\$431,455.00

The Work shall be substantially complete within the calendar days listed below (for the Contract Award, as applicable) after the date when the Contract Times commence to run, as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within **thirty (30) calendar days** after the date of substantial completion.

Contract Time	Contract Award	Notice to Begin Contract Times	Calendar Time (days)
Substantial Completion	Base Bid	Notice to Proceed	180
Final Completion		Notice of Substantial Completion	30

The CITY and the CONTRACTOR recognize that time is of the essence and failure of the CONTRACTOR to complete the work within the time allowed shall result in damages being sustained by the CITY. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the CONTRACTOR shall fail to complete the work within the above time limit, the CONTRACTOR shall pay to the CITY or have withheld from moneys due, liquidated damages at the rate of **\$500.00** per calendar day, which sums shall not be construed as a penalty.

IT IS AGREED that the CONTRACTOR must employ ninety-five percent (95%) bona fide Idaho residents as employees on any job under this contract except where under this contract fifty (50) or less persons are employed by the contractor, in which case the CONTRACTOR may employ ten percent (10%) nonresidents; provided, however, in all cases the CONTRACTOR must give preference to the employment of bona fide residents in the performance of said work. (Idaho Code 44 – 1002).

The CONTRACTOR further agrees: In consideration of securing the business of constructing the works to be constructed under this contract, recognizing the business in which he is engaged is of a transitory character and that in the pursuit thereof, his property used therein may be without the state of Idaho when taxes, excises or license fees to which he is liable become payable, agrees:

1. To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term.

2. That if the said taxes, excises and license fees are not payable at the end of said term but liability for said payment thereof exists, even though the same constitutes liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof.

3. That in the event of his default in the payment or securing of such taxes, excises and license fees, to consent that the department, officer, board or taxing unit entering into this contract may withhold from any payment due him thereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said contractor is liable.

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

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

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

The term "CONTRACT DOCUMENTS" are defined in "Standard General Conditions of the Construction Contract" ISPWC Division 100.

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

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

CITY:

CITY OF COEUR D'ALENE
 KOOTENAI COUNTY, IDAHO

By: _____
 Steve Widmyer, Mayor

ATTEST:

 Renata McLeod, City Clerk

CONTRACTOR:

TML CONSTRUCTION, INC.
 PO Box 2970, Hayden, ID 83835

By: _____

ATTEST:

Attachment 1

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

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

1. Compliance with Regulations

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

2. Non-discrimination

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

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

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

4. Information and Reports

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

5. Sanctions for Non-compliance

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

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

Incorporation of Provisions

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

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

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: February 26, 2018
FROM: James Remitz, Capital Program Manager
SUBJECT: Amendment No. 2 to Professional Services Agreement between City of Coeur d’Alene and HDR Engineering, Inc. for Tertiary Treatment Phase 2 Improvements, dated September 15, 2015

DECISION POINT: Should the City Council approve proposed Amendment No. 2 to the Agreement between the City of Coeur d’Alene and HDR Engineering, Inc., for Professional Services for the design and construction of Tertiary Treatment Phase 2 Improvements.

HISTORY: The September 15, 2015, Professional Services Agreement between the City of Coeur d’Alene and HDR Engineering, Inc., for Tertiary Treatment Phase 2 Improvements provided a scope of services that consisted of the design and bidding phases necessary for this project. Amendment No.1 to this Agreement identified and defined the Professional Consulting Services for services during construction for this project. Amendment No. 2 will provide for the design services for a 5-ton bridge crane that will be constructed as part of the Tertiary Membrane Filtration (TMF) facility.

Agreement (9/15/2015)	Design Services	\$ 1,710,810
Amendment No. 1 (1/3/2017)	Construction Phase Services	\$ 2,113,441
Amendment No. 2	Bridge Crane Design	\$ 33,701

FINANCIAL ANALYSIS: Amendment No. 2 will be billed on the same basis as the original Agreement with an estimated additional cost of \$33,701. Funding for this Amendment will come from the approved 2017-2018 City of Coeur D’Alene Wastewater Operating Fund budget. Funds have been budgeted and are available in account # 031-052-4954-7925.

PERFORMANCE ANALYSIS: HDR Engineering, Inc., has successfully performed similar professional services to the satisfaction of the Coeur D’Alene Wastewater Department. This is an element of the project which is necessary for the successful completion of the Phase 2 improvements.

DECISION POINT/RECOMMENDATION: Council should approve Amendment No. 2 for additional professional design services and authorize the Mayor to execute Amendment No. 2 to the September 15, 2015 Professional Services Agreement Between City of Coeur d’Alene and HDR Engineering, Inc., for these additional professional services.

AMENDMENT NO. 2

to

PROFESSIONAL SERVICES AGREEMENT

between

CITY OF COEUR D'ALENE

and

HDR ENGINEERING, INC.

for

TERTIARY TREATMENT PHASE 2 IMPROVEMENTS

The Agreement, made and entered into the 15th day of September, 2015, between the City of Coeur d'Alene, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "City," and HDR Engineering, Inc., a Nebraska corporation, with its principal place of business at 412 E. Parkcenter Blvd., Suite 100, Boise, Idaho 83706, hereinafter referred to as the "Consultant," is hereby amended on the 6th day of March, 2018 as set forth herein.

W I T N E S S E T H:

WHEREAS, the City faces changing effluent discharge conditions in the Spokane River as a result of water quality studies conducted by the Washington State Department of Ecology and renewal of the City's effluent discharge permit by Region 10 of the Environmental Protection Agency;

WHEREAS, the City has undertaken an analysis of the implications of these regulatory actions in preparation of an "Update to the Wastewater Facility Plan Amendment";

WHEREAS, the Phase 5 improvements will complete plant expansion to 6 mgd average daily capacity while preparing for future low effluent phosphorus concentrations;

WHEREAS, the City has completed the design, construction and start-up of the Phase 5C.1 Initial TMF/Nitrification improvements;

WHEREAS, the City desires to design and construct an additional 4 mgd daily average capacity of low phosphorus improvements (Tertiary Treatment Phase 2 Improvements) required by their current permit;

WHEREAS, the City desires to advertise for and award a construction contract to a General Contractor to construct the Tertiary Treatment Phase 2 Improvements;

WHEREAS, Consultant is available and is willing to provide personnel and services to accomplish the work according to the City's schedule.

WHEREAS, the Agreement contains provisions in Section 10, for the City to authorize extra services in connection with this project; and

NOW THEREFORE, in consideration of the terms, conditions and covenants of performance contained or incorporated herein, the City and the Consultant agree that the agreement entered into on the 15th day of September, 2015, shall be amended as follows:

Section 1. Scope of Services

The scope of services is amended to revise the project budget the design of a 5-ton bridge crane for the Tertiary Membrane Facility. The following work tasks are to be performed in accordance with the scope of work in Exhibit "A":

- Task 1400 - Design of TMF Bridge Crane

Section 2. Compensation

For services described in this Amendment, payment shall be made on the same basis as in the original Agreement. Direct Labor Costs used as a basis for payment shall be updated to current salary and wages paid to all Consultant's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, drafting personnel, specification writers, estimators, and other technical and business personnel; but does not include indirect payroll-related costs or fringe benefits.

The City shall pay Consultant's direct expenses incurred in providing services, including the cost of sub consultants, on the same basis as in the original Agreement.

The additional Fixed Fee for services in Amendment No. 2 shall be \$3,450.00 and the amended Total Fixed Fee shall be \$313,551.00.

The City's total consideration for services in Amendment No. 2, including labor costs, direct expenses and fixed fee, shall be \$2,147,142.00 and the total Agreement shall be amended not to exceed \$3,857,952.00.

Section 3. Schedule

Schedule for completion shall be amended according to the schedule presented in Exhibit “A”.

CITY OF COEUR D’ALENE

HDR ENGINEERING, INC.

Steve Widmyer, Mayor

Kate Eldridge, Vice President

ATTEST:

ATTEST:

Renata McLeod, City Clerk

Zelma Z. Miller, Department Accountant

Amendment No. 2

EXHIBIT A

TERTIARY TREATMENT PHASE 2 IMPROVEMENTS

SCOPE OF SERVICES FOR DESIGN OF TMF BRIDGE CRANE

Introduction

Professional Consulting Services for the design of a 5-ton bridge crane for the Tertiary Membrane Facility as described in this Exhibit and are amended to the original Agreement (City of Coeur d'Alene Professional Services Agreement Resolution No. 15-048) entered into on September 15, 2015. Tasks included in this Contract amendment include the following and are described in more detail below:

Key Understandings

- This is a Time and Materials contract. Consultant will charge the City for actual hours worked on the project by assigned personnel and direct expenses attributed to the project.
- Direct expenses for travel, subsistence, technology, printing, photocopying, and conference calls will be billed to City with no mark-up.

Scope of Services

Task 1400 - Design of TMF Bridge Crane

Sub-task 1401 - Design of TMF Bridge Crane

Objective

Provide design including plans and specifications to construct a 5-ton bridge crane to be utilized to remove and replace membrane cassettes at the Tertiary Membrane Facility (TMF).

Approach

Detailed design will include a 90 percent submittal to the City for review and comment and a 100 percent submittal for DEQ for review and approval.

ACTIVITY 1401.1 DETAILED DESIGN

- Prepare detailed plans and specifications for the installation of the TMF Bridge Crane. A preliminary drawing list includes:

- General Structural Notes
 - General Structural Notes and Special Inspection Schedule
 - Demolition Plans
 - Bridge Crane Foundation Plan
 - Bridge Crane Framing Plan
 - Bridge Crane Frame Elevations
 - Framing Details 1
 - Framing Details 2
 - Miscellaneous Sections and Details
- Two meetings up to 2 hours each for the project engineer and project coordinator with the City of Coeur d’Alene.

ACTIVITY 1401.2 DESIGN QA/QC REVIEWS

- Verify that deliverables and supporting documents conform to generally accepted standard of care, i.e., the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality and meet HDR’s expectations for quality.
- Verify the information, assumptions and data used in developing a document; use of proper format; compliance with regulatory and code requirements; and, calculation methods and/or numerical accuracy.
- Conduct and document QC reviews for drawings, specifications, calculations, and other documents that either directly or indirectly constitute deliverables.
- Conduct QC reviews with experienced personnel who are not otherwise involved in producing the documents but are qualified in the process and disciplines required. This provides an impartial assessment that can consider project objectives as well as technical details.
- Conduct a formal design QA/QC review at the 90 percent design points by the identified Quality Assurance Team/Technical Advisors.
- Document QC reviews with a completed QC form.

ACTIVITY 1401.3 CONSTRUCTION MANAGEMENT

- Provide shop drawing review in accordance with Sub-Task 803 of Amendment 1.
- Provide Request for Information review and response in accordance with Sub-Task 804 of Amendment 1.
- Provide commissioning of Bridge Crane in accordance with Sub-Task 1103 of Amendment 1.

Assumptions

- Drawings will be prepared per industry standards and specifications will be prepared using the sixteen-division format of the Construction Specifications Institute.
- The design will incorporate HDR and City of Coeur d’Alene engineering and equipment standards to maintain consistency and compatibility with the City’s facilities.
- City will assist with establishing final design criteria.

- City will provide comments on 90 percent review submittals.
- City will perform a timely review of submittals and will provide a single set of reconciled review comments.
- City will participate in review meetings.

Deliverables

- 90% Plans and Specifications
- 100% Plans and Specifications

Schedule

Assuming that Notice to Proceed will be issued on February 9, 2018, the project schedule is as follows. If the NTP occurs after this date, the schedule will be moved by an equal number of days.

Task	Description	Schedule
1400	Design of TMF Bridge Crane	Through April 30, 2018

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: February 26, 2018
FROM: Renata McLeod, Municipal Services Director
SUBJECT: Request for Destruction of Records

DECISION POINT: Should the City Council approve the destruction of certain public records?

HISTORY: The Finance Department is requesting the destruction of temporary records that have been kept their minimum two-year retainage period. Additionally, the Department would like to destroy the hard copies of W-2's it has on record (a semi-permanent record), as they are now being retained electronically.

The Fire Department is requesting the destruction a semi-permanent record (Safety inspection forms from 2010-2013) as they are no longer needed and will now be retained electronically.

The Municipal Services Department is requesting the destruction of records that have surpassed the retention period, including animal control appeals and noise abatement appeals.

FINANCIAL ANALYSIS: There will be no additional cost to the City and there will be a cost reduction from electronic retention.

PERFORMANCE ANALYSIS: Because of the lack of storage space, records are routinely reviewed to determine if the necessity of maintaining the record is warranted. Because the attached list of records has exceeded the time required to maintain them and their useful life has been exhausted, it is reasonable and necessary to purge these files in order to maintain storage space for future records.

DECISION POINT/RECOMMENDATION: Council should authorize staff to proceed with the destruction of the records as listed pursuant to I.C. § 50-908.

REQUEST FOR DESTRUCTION OF RECORDS
DEPARTMENT: VARIOUS
DATE: MARCH 06, 2018

RECORD DESCRIPTION	TYPE OF RECORD (Perm./Semi-P/Temp)	DATES OF RECORDS (From - To)
Fire Department		
Safety Inspection Forms	Semi-Permanent	2010-2013
Finance Department		
Accounts Payable – check register, proof list and journal entries	Temporary	10/12 to 9/13
Accounts Payable – check request vouchers showing vendor names and voucher amounts	Temporary	10/12 to 9/13
Payment Stubs	Temporary	10/13 to 9/14
W-2 Information	Semi-Permanent	1983-2002
Municipal Services:		
Animal Control Appeals - notes, photos, audio tapes, correspondence, research	Temporary	1995-2016
Noise Abatement Appeals - notes, correspondence, research	Temporary	2004-2013

ANNOUNCEMENTS

Memo to Council

DATE: November 7, 2014

RE: Appointments to Boards/Commissions/Committees

The following reappointments are presented for your consideration for the March 6th Council Meeting:

TESSA JILOT	Pedestrian & Bicycle Advisory Committee
KIM GOLDEN	Pedestrian & Bicycle Advisory Committee
TIM TEYLER	Pedestrian & Bicycle Advisory Committee

Copies of the data sheets have been placed by your mailboxes.

Sincerely,

Amy Ferguson
Executive Assistant

cc: Renata McLeod, Municipal Services Director
Monte McCully