

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

AGENDA

VISION STATEMENT

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

The purpose of the Agenda is to assist the Council and interested citizens in the conduct of the public meeting. Careful review of the Agenda is encouraged. Testimony from the public will be solicited for any item or issue listed under the category of Public Hearings. Any individual who wishes to address the Council on any other subject should plan to speak when **Item 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.

October 17, 2017

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Pastor Mark McWhorter, Church of the Nazarene

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. PRESENTATION:

1. PROCLAMATION – Waterkeeper days – November 2 and 3, 2017

Accepted by: Lisa Manning, Director, Lake Coeur d'Alene Waterkeeper

2. MANHOLE ADJUSTMENT UPDATE

Presented by: Mike Becker, Utility Project Manager

3. CDATV SURVEY

Presented by: Renata McLeod, Municipal Services 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 October 3, 2017 and October 5, 2017 Council Meetings.
 2. Approval of Public Works Committee minutes of October 9, 2017
 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 October 23, 2017 at 12:00 noon and 4:00 p.m. respectively
 6. Setting of public hearings on November 21, 2017:
 - a. ZC-3-17- Applicant: Welch Comer; Location: South of vacated Garden Avenue East of Park Drive, requested proposed zone change from R-3 (Residential at 3 units/acre) to City R-8 (Residential at 8 units/acre) zoning district
 - b. A-3-17-Applicant: The Estate of Marvin Paul Keough; Location: 7845 N. Ramsey Road, requested proposed 4.6 acre annexation from County Commercial to City C-17
 7. Approval of SS-17-09c, Alaska Partners Professional Center Condominiums, Final Plat
- As Recommended by the City Engineer**
8. **Resolution No. 17-065**
 - a. Approval of a Subrecipient Agreement to the Boys and Girls Club for a Community Development Block Grant allocation.
 - b. Approval of a Professional Engineering Services Agreement with J-U-B Engineers, Inc. for engineering services for the 2017/18 Wastewater Collection System Capital Improvement Projects (CIP)

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:** Jolie Wenglikowski and Hannah Brown to the Childcare Commission; Sydney Morrison and Hannah Daniels to the Arts Commission; Marie Michalson to Urban Forestry committee; Steve McCrea, Cassidee Smidt, and Isabell Bartosh to the Library Board; Hart Parr Dal Pra and Kensey Freeman to the Parks and Recreation Commission; Joseph Morrison to the CDATV Committee; and Ronan Malaghan to the Pedestrian Bicycle Committee.

I. PUBLIC HEARING:

1. (Legislative) O-5-17- modification to the Wireless Communications Ordinance: Municipal Code Sections 17.08.800-17.08.830.

Staff Report by: Sean Holm, Senior Planner

- a. **Council Bill No. 17-1033** - O-5-17- repeal of the Wireless Communications Ordinance: Municipal Code Sections 17.08.800-17.08.830; and enactment of new Wireless Communications Ordinance: Municipal Code Section 17.08.800-17.08.897

J. EXECUTIVE SESSION: Idaho Code 74-206 (c) To acquire an interest in real property which is not owned by a public agency.

K. ADJOURNMENT

This meeting is aired live on CDA TV Cable Channel 19 (Charter Cable)



Coeur d'Alene

CITY COUNCIL MEETING

October 17, 2017

MEMBERS OF THE CITY COUNCIL:

Steve Widmyer, Mayor

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

PRESENTATIONS

PROCLAMATION

WHEREAS, the City of Coeur d'Alene celebrates the Lake Coeur d'Alene Waterkeeper program and the contributions it makes to our citizens, local economy and community; and

WHEREAS, the Lake Coeur d'Alene Waterkeeper program is dedicated to conserving, protecting and restoring our waters, and is licensed by the International Waterkeeper Alliance to ensure that Lake Coeur d'Alene water is swimmable, drinkable, and fishable for generations to come; and

WHEREAS, the Lake Coeur d'Alene Waterkeeper program is working to protect our community's most precious gem and natural resource through community awareness and outreach, restoration, education, advocacy, and enforcement; and

WHEREAS, our citizens agree that our lake and its tributary watersheds contribute positively to the local community by helping our economy, education and environment; and

WHEREAS, our citizens agree that it is important for people to support our lake and watersheds that they value in their community; and

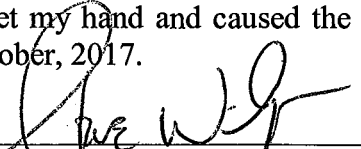
WHEREAS, Coeur d'Alene, Idaho supports the Lake Coeur d'Alene Waterkeeper program, which serves our communities and natural resources on and around the lake;

NOW, THEREFORE, I STEVE WIDMYER, Mayor of the City of Coeur d'Alene, Idaho, do hereby proclaim November 2nd and 3rd, 2017, as


"LAKE COEUR D'ALENE WATERKEEPER DAYS"

And invite all citizens to support the Lake Coeur d'Alene Waterkeeper program on those days and throughout the year.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d'Alene to be affixed this 17th day of October, 2017.


Steve Widmyer, Mayor

ATTEST:


Renata McLeod, City Clerk



Lake Coeur d'Alene Waterkeeper Presentation Presented by Dr. Lisa Manning



Replaced Silt Fence after Violation Reported



Atlas Mill Site



Atlas Mill Site



New Construction Site Disturbance



Shoreline Encroachment



Boat Tour



Waterkeeper Tour



Pollutants Found in Runoff

Sediment Soil particles transported from their source	Biochemical Oxygen Demand (BOD) • Oxygen depleting material ➢ Leaves ➢ Organic material
Toxics • Pesticides • Metals (naturally occurring in soil, automotive emissions/ tires) ➢ Lead ➢ Zinc ➢ Mercury • Petroleum Hydrocarbons (automotive exhaust and fuel/oil) • PCBs (yellow road paint, hydroseed)	Nutrients • Various types of materials that become dissolved and suspended in water (commonly found in fertilizer and plant material): ➢ Nitrogen (N) ➢ Phosphorus (P)
Debris Litter and illegal dumping	Bacteria/ Pathogens Originating from: • Pets • Livestock • Failing septic systems
	Thermal Stress Heated runoff, removal of streamside vegetation



WATERKEEPER® ALLIANCE

Waterkeeper Alliance strengthens and grows a global network of grassroots leaders protecting everyone's right to **clean water**.

Waterkeeper Alliance 180 Maiden Lane, Suite 603, New York, NY 10038 waterkeeper.org

The Waterkeeper Model

WE HOLD POLLUTERS ACCOUNTABLE.

Waterkeeper Alliance is the largest and fastest growing non-profit solely focused on clean water. We preserve and protect water by connecting local Waterkeeper organizations worldwide.



PATROL: We're the boots on the ground and the eyes on the water.

EDUCATE: By shining a light on the importance waterways play in our communities, we encourage recreation and celebrate our waters.

ENFORCE: We ensure laws are enforced and hold offenders accountable.

SET STANDARDS: Swimmable, drinkable, fishable water worldwide.

STRENGTHEN: We strengthen regulation where it exists, and create it when it does not.

Waterkeeper Organization Highlights

Bocas de Ceniza Waterkeeper

Barranquilla, Colombia
Liliana Guerrero

Despite life-threatening aggression, Waterkeeper Liliana Guerrero is leading the fight to end the ecological and humanitarian disaster that Big Coal has brought to Colombia.



Hann Baykeeper

Dakar, Senegal
Mbacke Seck

After hosting an international coal conference in Dakar in 2015, Baykeeper Mbacke Seck joined forces with local government to convince African, West African, and Netherlands development banks to suspend funding for the Sendou coal-fired power plant.



Buriganga Riverkeeper

Mohammadpur, Bangladesh
Sharif Jamil

By assembling and mobilising his community, Riverkeeper Sharif Jamil is working to save the Sundarbans mangrove forest, a World Heritage site, from Big Coal's proposed Rampal and Orion projects.



Inside Passage Waterkeeper

Alaska, United States
Guy Archibald

Through collaboration with a coalition of 15 federally-recognized Tribes in Southeast Alaska, Inside Passage Waterkeeper is working to protect ancestral lands and waters from destructive large scale mines.









JOIN US

“Power of Possibility: Birth of a Movement, Rebirth of our Waterways”

Marc Yaggi, Executive Director
Donna Lisenby, Clean & Safe Energy Campaign Manager

Room 318A
5 September 2016
11:00 - 13:00

waterkeeper.org
 /waterkeeper
 @waterkeeper
 @waterkeeperalliance





THANK YOU !





**STREET UTILITY ADJUSTMENTS
PILOT TEST UPDATE**

CDA WASTEWATER UTILITY





Clara Lane



4TH STREET



- ASPHALT THICKEN COLLARS
- VARYING DEPTHS
- 5 STORM MH
- 1 SEWER MH
- JOINT EFFORT W/ STREETS



HARRISON AVE.



- 5000 PSI CONCRETE
- 2 CONTROL JOINTS
- 8 SMOOTH FINISH
- VARYING DEPTHS
- 10 SEWER MH
- 3 WATER VALVES



RAMSEY ROAD



- 4000 PSI CONCRETE
- 2 CONTROL JOINTS
- 10 SMOOTH FINISH
- VARYING DEPTHS
- 12 SEWER MH
- 3 WATER VALVES



WATER VALVES



AVISTA GAS VALVES



APPROVED BY TIM



COMMENTS & QUESTIONS?





CDATV Committee

Looking toward the Future!



CDATV Partners

- City of Hayden
- Ignite cda
- North Idaho College
- School District 217
- Panhandle Health District
- Kootenai County



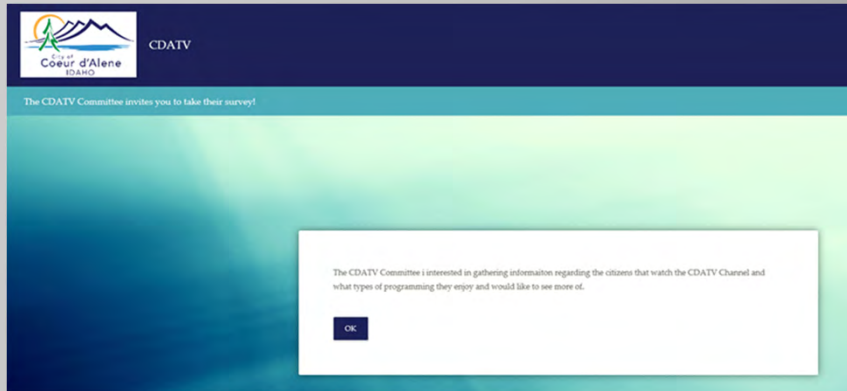
**The Committee wants to know
what type of programming the
community wants to see!**

The link will be available at the city
website and on our social media
accounts!



Survey Monkey Survey

<https://www.surveymonkey.com/r/RG33FXD>



Quick Update on Facebook Live!

Out of 11 live-streamed meetings

- 8,078 Unique Views
- 23,300 Total Reach: – this is how many people saw the video either while it was livestreaming or after it was recorded and they were scrolling through their feed (i.e., Channel Surfing)



CONSENT CALENDAR

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

October 3, 2017

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, October 3, 2017 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

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

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

INVOCATION: Pastor Paul Peabody with Grace Bible Church provided the invocation.

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

PROCLAMATION DECLARING OCTOBER 8-14, 2017 AS "FIRE PREVENTION WEEK"- Mayor Widmyer proclaimed the week of October 8-14, 2017 as "Fire Prevention Week." Fire Inspector Bobby Gonder accepted the proclamation and noted that it is important for citizens to prepare a home fire escape plan and practice it twice a year. Throughout the month, they will be assisting with School District 271 to conduct full fire drills. Councilmember McEvers asked for more information about the lightweight materials currently used and why they are burning faster. Mr. Gonder noted that the process is still the three parts of detection of the fire, calling of 911, and response. However, the fire spread is happening at a faster rate due to new materials being used in construction, which makes it difficult for firefighters to determine how long the fire has been burning. He noted that the Fire Department does a coordinated attack on the fire, but their first mission is life safety.

CONSENT CALENDAR: Motion by Evans, second by McEvers, to approve the consent calendar.

1. Approval of Council Minutes for the September 13, 2017 and September 19, 2017 Council Meetings.
2. Approval of the Public Works Committee Minutes of September 25, 2017
3. Approval of Bills as submitted and reviewed for accuracy by Finance Department
4. Setting of Public Works and General Services Committee meetings for October 9, 2017 at 12:00 noon and 4:00 p.m. respectively.

5. **Resolution No. 17-063** - 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 BELLERIVE 6TH ADDITION (S-2-16) FINAL PLAT, AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK, AND SECURITY, AND ACCEPTANCE OF IMPROVEMENTS; APPROVAL OF RIVIERA PLACE (S-7-16) FINAL PLAT, AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK, AND SECURITY, AND ACCEPTANCE OF IMPROVEMENTS; APPROVAL OF RIVIERA PLACE (S-7-16) AGREEMENT TO PERFORM SUBDIVISION WORK FOR LANDSCAPE IMPROVEMENTS. AND APPROVAL OF SECURITY; DECLARATION AS SURPLUS OF USED EQUIPMENT AND VEHICLES FROM THE STREETS & ENGINEERING DEPARTMENT; AND DECLARATION AS SURPLUS OF CH&E SIX INCH PORTABLE TRASH PUMP SURPLUS FROM THE WASTEWATER DEPARTMENT.

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

PUBLIC COMMENTS

Marc Puddy, Coeur d'Alene, noted that he is a Landscape Architect at Architects West, who has turned in a bike corral permit. He noted that they are in need of a bike rack in their area of town as they witness people attaching bikes to trees and signs. The racks they have looked at are simple and functional and do not entail a bulky installation. Architects West committed to buying, maintaining, installing and annually removing the corral. Councilmember McEvers asked if the business currently has a bike rack as normally required with new construction. Mr. Puddy noted that they have not done any improvements that required a site plan that would require the addition of a rack. They would like theirs to be in a visual location which would help to prevent bikes from being attached to trees. Mr. Puddy noted that the corral they would like to purchase would allow bike entry from the street rather than the sidewalk. Councilmember McEvers noted that Architects West closes at 5:00 p.m., and that parking after 5:00 p.m. is a premium and the parking stall is needed. Mr. Puddy noted that their parking lot is available to the public after they are closed, and felt that the loss of one parking stall would give 10 spots for bikes, allowing more people downtown. Councilmember Evans asked for clarification regarding who would be responsible for set up, removal, and storage of the corral. Mr. Puddy confirmed that Architects West will take responsibility for the corral. Councilmember English felt that the City should look at the parking issues within the entire downtown area and determine which stalls would be better suited for a bike corral. Councilmember Gookin noted that he does not object to the request; however, there is a parking issue downtown as noted in the study. Architects West's lot was determined to have a deficit of stalls and the lot closest had a deficit of over 100. Therefore, he would like to determine the best locations and come up with a plan for bike corrals rather than doing it upon request. Mr. Puddy concurred that the Pedestrian and Bicycle Advisory Committee would be a great group to come up with a plan.

Jessica Bryant, Coeur d'Alene, noted that she is a member of the Tubbs Hill Foundation Board of Directors and wanted to thank the City and ignite cda for seeking alternatives to protect Tubbs Hill; specifically, allowing the option for the city to own the land at the base of Tubbs Hill demonstrates great foresight.

APPROVAL OF THE PURCHASE AND INSTALLATION OF A BIKE CORRAL WITHIN THE RIGHT-OF-WAY BY ARCHITECTS WEST.

STAFF REPORT: Trails Coordinator Monte McCully explained that the Coeur d'Alene Ped/Bike Committee partnered with the Parks Department to start a bike corral pilot project a few years ago that resulted in bike corrals being built and installed at two locations downtown. The purpose of a bike corral is to provide a place, in lieu of a car parking space, for bikes to park when there is not room for a bike rack or the bike rack that is present is not big enough to meet demand. One of these corrals is located at Calypso's and the other is at Crafted. The City currently removes and replaces those racks each year. Both racks are utilized quite a bit at certain times of the day. Architects West is a company downtown on Lakeside Avenue and 2nd Street that sees the need for a similar bike corral for their company and the businesses adjacent. Mr. McCully is working on a permitting method for approval of future bike racks, which would include the identification of locations for future corrals.

DISCUSSION: Councilmember McEvers felt that the City should determine criteria and the location for the bike corrals. Mr. McCully said he would work on criteria for stalls and bring that back to Council. He noted that some ideas for future corrals include smaller racks, locations near alleyways and/or other vision triangle problem locations. Councilmember Miller drove up 2nd Street and envisioned a corral at that location and did not feel that it would improve the view corridor, and she would like to see input from the business owners, property owners, end users, and identified future locations that would be beneficial to delivery truck drivers, etc. Councilmember Edinger asked if the racks would be placed seasonally from April to October. Mr. McCully confirmed that the racks would have to be removed in the winter due to snowplow needs. Councilmember Evans requested that everyone keep in mind that sidewalk safety is currently diminished due to bikes being chained to trees, signs and fences. Councilmember English noted that the City does not currently have a process established to seek bike corrals and Architects West made a good request so he would move to approve the request. He noted that the Pedestrian Bicycle Committee should continue to plan for the future of the downtown area.

MOTION: Motion by English, seconded by Evans, to approve the purchase and installation of a bike corral within the right-of-way by Architects West.

DISCUSSION CONTINUED: Councilmember McEvers noted that the motion does not include a study. City Administrator Jim Hammond noted that at the last Executive Team meeting it was noted that staff is currently developing a policy for bike corrals.

Motion failed with Miller, McEvers, Gookin, and Edinger in opposition.

REQUEST FOR THE CITY TO BE INCLUDED AS A JOINT APPLICANT IN THE LIMITED DESIGN PUD APPLICATION FOR RIVER'S EDGE APARTMENTS UNDER MC 17.07.220.

STAFF REPORT: City Attorney Mike Gridley explained that this request stems from property located on the south side of Seltice Way, just east of the U.S. Bank facility and west of the Atlas Mill site property. The property is bisected by the former BNSF right-of-way now owned by the City. The Owner, River's Edge Apartments, LLC, has submitted an application for a Limited Design Planned Unit Development (PUD) for the property that includes the city-owned right-of-way and has requested that the City join in the application. Municipal Code 17.07.222 requires that for all PUDs the land included in the proposed development must be under one ownership or control or be the subject of a joint application by the owners of the property. Therefore, in order for the PUD application to go forward, the City must join in the PUD application and consent to the Special Use Permit (SUP) application. He clarified that this joint application would not mean the city supports the request, but it allows the applicant to move forward with the process.

DISCUSSION: Councilmember Gookin asked if the request was for the PUD and to consent to the SUP Application. Mr. Gridley confirmed that the city code requires that, as the adjoining property owner, the City must sign off on the application of both the PUD and SUP. He clarified that this does not mean that the City endorses or confirms the request. Councilmember Gookin asked what the city would get in return. Mr. Gridley explained that if the development wants to use railroad property, the city would be given the right for some waterfront land in exchange. Councilmember Gookin asked if there would be opportunity for the community to weigh in on it. Mr. Gridley noted that there will be public hearings before the Planning Commission and, if there were an appeal, it would come before the City Council. Councilmember Gookin asked for clarification regarding the legal obligations on the City being a joint applicant. Mr. Gridley clarified that the current request is to sign the application to allow the developer to move forward, with no endorsement or further responsibility. He noted that there are certain annexation agreement requirements and one condition that would likely be included is that a new annexation agreement be negotiated as part of the PUD. Mr. Gridley also noted that staff could appeal the Planning Commission decision, not a councilmember. Councilmember Miller asked if the Council can split the applications and sign one but not the other. Mr. Gridley confirmed Council could do that; however, the project the applicant would like to bring forward requires both parts to go forward with the city as co-signer. Councilmember McEvers explained that the Council is having difficulty with the density of the zoning, as it seems extreme to double the zoning density. Mr. Gridley noted that the Council is not approving the density tonight, that they are being asked to allow the developer to move forward with the request and the process. Councilmember Miller noted that it gives the appearance that there is some sort of acceptance. Mayor Widmyer further noted that if the City were a co-applicant and the Planning Commission denies the request, and it is appealed, the Council would be judging an appeal they are a co-applicant on. Mr. Gridley reiterated that the co-application is not an endorsing of a plan. He explained that the applicant could submit a PUD for each of the two parcels; however, the plan he is bringing forward is one PUD for all property that includes the city land. Mr. Gridley clarified that in the future there can be negotiations for trails and parkland. Mr. Hammond explained that if this moves forward then staff can move forward with the property owner regarding the benefits to the city as allowed within a PUD. Councilmember English noted that

the City Attorney is comfortable with the application process and confirmed that it does not commit the City to any approval. Councilmember Gookin noted that the City has other options such as a land swap.

MOTION: Motion by McEvers, seconded by English, to approve the request for the City to be included as a Joint Applicant in the Limited Design PUD application for River's Edge Apartments under MC 17.07.220 and consent to the Special Use Permit application.

DISCUSSION CONTINUED: Councilmember Gookin explained that he will oppose the motion due to density and that he does not agree with the PUD process. Councilmember Miller felt that this would be a huge burden on the Planning Commission and that she is uncomfortable with the density and would like to see another method of moving forward. Councilmember Evans asked what the next step would be for the developer if the Council denies the request. Mr. Gridley explained that they could go forward and develop the property as currently zoned or come back with two PUD's. Councilmember Edinger noted that he also does not like the density and would like to see that the city has more of a say. Mr. Gridley explained that the city still owns the property and the Council would be the final determination on its use. Councilmember Edinger explained that he would like to know now what the citizens would get from the approval of the application. Mr. Gridley noted that it is currently an opportunity to negotiate with the neighbor property owner. Councilmember Gookin commented that if there is no appeal it does not come back to the City Council. Mr. Gridley noted that it will come back to the Council with the underlying agreement and, as the property owner; the Council will have approval for use of the city-owned property.

ROLL CALL: Miller Aye; McEvers Aye; Gookin No; English Aye; Edinger No; Evans No. **Motion failed** with Mayor voting in opposition.

RESOLUTION NO. 17-064

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AGREEMENTS WITH THE HEIRS OF THOMAS T. AND LOLA B. KERL FOR WAIVER OF INHERITANCE AND RELEASE OF REVERSIONARY INTEREST AS PART OF THE MEMORIAL PARK REAL PROPERTY EXCHANGE WITH IGNITE CDA.

STAFF REPORT: Mr. Gridley explained that the City Council has stated its intent to exchange City-owned property on Garden Avenue for property owned by ignite cda near Memorial Park. Title research revealed that the City-owned property was given to the City by Thomas T. and Lola B. Kerl in 1923 with the requirement that the property be used for tennis courts or park purposes. If the City fails to fulfill this requirement then the ownership of the property reverts to the Kerls, or their heirs. Staff has identified six heirs of the Kerls. The heirs have agreed to waive their inheritance rights and release their reversionary interests in exchange for the City paying \$50,000 to the Museum of North Idaho in honor of the family of Thomas T. and Lola B. Kerl. The \$50,000 payment by the City to the Museum will be reimbursed to the City by ignite cda upon completion of the proposed land exchange.

DISCUSSION: Councilmember Gookin asked why the City is not writing a check directly to the Kerls so that they can make the donation to the Museum. Mr. Gridley noted that this was the deal that was negotiated with the six heirs, all of which live in different places, and that this is the agreement and was the manner in which they wanted it paid. Councilmember Gookin asked if the City is allowed to pay money to a non-profit. Mr. Gridley confirmed and explained that the City is getting the reversionary rights for the land as part of a three-way agreement. Councilmember Gookin asked where in the code does it allow an urban renewal district to reimburse the City for payment to a nonprofit. Mr. Gridley noted that it is included in the property exchange agreement. Councilmember Gookin noted that he is uncomfortable donating to a non-profit. Mayor Widmyer explained that this agreement is at the request of the heirs. Councilmember English noted that, from the family's point-of-view, this is the simplest method and it is in the community's best interest. He also noted that there are many examples of governments supporting social service causes.

MOTION: Motion by Evans, seconded by Miller to approve **Resolution No. 17-064**, Approving Agreements with the Heirs of Thomas T. and Lola B. Kerl for Waiver of Inheritance and Release of Reversionary Interest as part of the Memorial Park real property exchange with ignite cda.

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

PUBLIC HEARING REGARDING INTENT TO CONVEY LAND VIA A LAND TRADE INVOLVING IGNITE CDA OWNED PROPERTY LOCATED ON W. GARDEN AVENUE (TAX I.D. 5539), FOR CITY OWNED PROPERTY LOCATED AT THE CORNER OF W. GARDEN AVENUE AND PARK DRIVE (A PORTION OF LOT 72, SHERMAN PARK)..

STAFF REPORT: Parks and Recreation Director Bill Greenwood stated that this land exchange proposal was presented to the Council previously during discussions regarding Memorial Park renovations and the shared parking lot projects. At that time, Council supported this exchange and recognized the advantage for the City to proceed with this land exchange. The City must now go through the formal proceedings to authorize the conveyance/exchange. He presented a map of the land exchange parcels. There is no financial cost to the City for this exchange. The City and ignite cda's real property that is the subject of this exchange is similar in size and value, and the trade is mutually beneficial to the parties.

DISCUSSION: Councilmember Gookin noted that a recent newspaper article made it sound like the property was affecting Memorial Field. Mr. Greenwood clarified that the location is not within the Memorial Park.

Mayor Widmyer called for public comments and, with none being heard, public comment was closed.

MOTION: Motion by Gookin, seconded by Edinger, to authorize the City to enter into an agreement with ignite cda to convey land via a land trade involving ignite cda-owned property

located on W. Garden Avenue (Tax I.D. 5539), for City-owned property located at the corner of W. Garden Avenue and Park Drive (a portion of Lot 72, Sherman Park).

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

PUBLIC HEARING REGARDING INTENT TO CONVEY LAND VIA A LAND TRADE INVOLVING IGNITE CDA OWNED PROPERTY LOCATED ON YOUNG AVENUE, SOUTH OF CITY HALL, FOR CITY OWNED PROPERTY ADJACENT TO TILFORD LANE IN RIVERSTONE.

STAFF REPORT: Mr. McCully explained the land exchange proposal would involve trading the City's 60 foot right-of-way, located just south of Tilford Lane to ignite cda, so that ignite could combine the City's 60 feet of right-of-way with their currently owned 60 feet of right-of-way south of Tilford Lane to create 17 developable residential parcels. This proposed trade would require the widening of Tilford Lane and relocation of the Prairie Trail to the southern edge of ignite's property. Included in the realignment is the possibility of improvements to the Riverstone Park parking area, as well as additional public space that could be created to the west of the Tilford Lane project that would blend with the proposed public improvements for the Atlas Mill site area. In return for the trade, the City would be deeded the ignite cda-owned property located on Young Avenue south of City Hall that was appraised recently at \$960,000. Preliminary net revenue estimates (i.e., residential lot sales minus development costs) prepared by Welch-Comer for the proposed Tilford Lane trade initiative show a net revenue value of approximately \$1.0 million, making the proposed trade a fairly close net value.

DISCUSSION: Councilmember Gookin asked for clarification as to why the City and ignite originally obtained their parcels. Mr. McCully explained that the City received their parcel as trail right-of-way, and ignite cda received their property when the railroad property was purchased. The lots abutting Tubbs Hill were potentially purchased for City use in the future or to be developed as a revenue source for the district. Mr. McCully noted that when the houses were demolished there was interest expressed by several community members and the Tubbs Hill Foundation to keep the property in the City's hands. Mayor Widmyer asked if there was an opportunity to enhance the trail during its realignment. Mr. McCully clarified that the angle crossing Beebe Boulevard is not currently safe, and that the realignment will allow for a straight alignment and a high visibility crossing that will be much safer.

PUBLIC COMMENTS:

Chet Gaede, Coeur d'Alene, noted that in 2014 the City purchased the railroad property to leverage public water access. His understanding was that ignite cda would give their portion of the land to the City for a trail; however, they gave all property within Mill River, but not the part south of Riverstone. He felt that now ignite is looking at developing the property rather than giving it to the City, and that they have granted an easement to Mr. Douglas north of the trail, which will allow a row of houses to be built along the river. If ignite is allowed to develop the lots beyond Mr. Douglas's property there could be 10 more houses along the river. The City already has 60 feet of right-of-way and ignite has 60 feet that he believes should be given to the

City. He thinks this the land trade is a questionable deal. He cautioned the Council that if approve the trade they should have huge oversight.

Doug Eastwood, Coeur d'Alene, congratulated the Council on the decision to move forward with the Atlas Stimson property purchase. He noted that he is representing the North Idaho Centennial Trail Foundation that was formed in 1991. The development of the trail is the largest and most significant legacy within the state and has grown in use. When the foundation first became aware of the land trade, the reaction was mixed and emotional. Several items the members felt were too dramatic included the reduction of the trail width from 15 feet to 12 feet. The profile of the retaining wall creates an area between the wall and the bicycle user that creates an unusable three feet, referred to as the "shy area" due to worries of hitting the wall with pedals and handles and such. This leaves a 9-foot useable area. The location of the retaining wall is a concern. West of the housing project, the trail is proposed to swing north to reconnect to the existing trail with a narrowing of the trail system and at a greater grade. The group feels that the grade can be elongated to reach a 2% grade. They would also like to see a connector allowing east and west trail users to enter the parking lot without having to use vehicle exit and entrances. The trail group would oppose items that would cause narrowing of the trail and higher grades. The Riverstone master plan is a work in progress and they recognize the trail could be shifted one way or another. He felt that the Council should not put in a trail that is less than what they currently have and that equal or better is a 15-foot wide trail and 2% grade maximum.

Councilmember Gookin asked if Mr. Eastwood knew why the property south of City Hall was purchased. Mr. Eastwood noted that his memory was that ignite did not have a use plan at the time of purchase. However, he and Scott Cranston met with ignite and asked that the property be considered as part of the McEuen property, if needed. He had envisioned it as a location for a potential park out-building.

Terry Godbout, Coeur d'Alene, expressed concern that the project includes the removal of 800 feet of ponderosa pine trees that are over 10 feet tall. He feels that is a big deal and, as it currently sits, it provides a large visual barrier between the commercial use and the residential uses. He noted he is opposed to the trade.

Susan Snedaker, Coeur d'Alene, felt that many residents were pleased the space abutting Tubbs Hill was purchased as public ownership and that it would be permanent open space. However, it now appears that open space is not to be and ignite will sell off a portion for development. The City gets property south of City Hall with a County appraisal of \$518,659.00; however, the ignite appraisal came in at \$916,000. Due to the difference in appraisals and the fact that ignite excluded land cost in the deal, it does not seem to match up. The red flag should be selling decreasing publicly-held open space.

Margaret Heden, Coeur d'Alene, expressed concern with the tree removal and the width of the trail while riding a bike.

Patricia Anderson, Coeur d'Alene, spoke in support of the land exchange and urged the Council to join the legacy of the other Councils who acquired property to adjoin to Tubbs Hill. She noted how rare it was to be able to add to the value of Tubbs Hill. The property on East Young is

probably the last parcel available to be incorporated into the park. She encouraged the Council to add the parcel to Tubbs Hill and approve the land exchange.

Public comment was closed.

DISCUSSION CONT. Mayor Widmyer asked if the trail could be widened and the grade be lowered. Mr. Boyd, with Welch Comer, said that he anticipates that the trail could be widened to 15' and making a 2% grade would extend the trail at a great distance at a very increased cost, but they could make it less than 5%. Councilmember Evans expressed concern over the useful width of the trail, and asked if the engineer could make the trail 18 feet. Mr. Boyd explained that if they increase the trail to 18 feet it would reduce the lot size, but noted that this is a conceptual level, not a design level detail. As they progress to the design level phase, there would need to be tradeoffs of the number of homes, water line placement, etc. if the trail was widened. He noted that they would make it as wide as they can at the design phase. Councilmember Gookin asked why size of lot is was important. Mr. Boyd explained that the zoning requires a minimum lot size of 5,500 square feet. Mayor Widmyer noted that at the time the land trade is completed there would be time for design level discussions. He also noted that the Mary Lou Reed Foundation and George Saylor have pledged donations and, if the land trade occurs, the donations can be set aside for something else to enhance Tubbs Hill. The goal is to keep this land in public hands and to get investment cost back to ignite cda. Councilmember Evans asked if a motion could be made with the condition that the trail be kept equal to or better and contain specifics from the Trail Foundation. Councilmember Gookin expressed concern with the terms "equal or better."

MOTION: Motion by Edinger, seconded by Evans, to authorize the City to enter into an agreement with ignite cda to convey land via a land trade involving ignite cda-owned property located on Young Avenue, south of City Hall, for City-owned property adjacent to Tilford Lane in Riverstone, with the conditions that the trail be a minimum width of 15', the grade to be a maximum of 2%, and egress from the east and west of the parking lot to the trail be included.

DISCUSSION: Councilmember Gookin is not going to support the motion because in four years the property reverts to the City when the district closes. He noted that the intent of Council at the time of purchase was to make the land a trail. Mayor Widmyer noted that they will have a trail, and this make economic sense to help pay for maintenance of parks and trails. Councilmember Miller asked if there is any provision that the trees have to be replaced if they are a certain dimension. Mr. McCully noted that they would require street trees by the houses. He noted that many of the trees to be removed are thin and not healthy. Councilmember English felt that there are not many chances to acquire land near Tubbs Hill and is very comfortable with this motion. His only minor concern is the grade and the length the trail will expand and how hard it will be to make a maximum 2% grade.

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

RECESS: Motion by McEvers, seconded by Evans, to recess to October 5, 2017 at Noon to the Library Community Room, located at 702 E. Front Avenue, for a Workshop regarding the BDPA Study. **Motion carried.**

The meeting adjourned at 8:10 p.m.

ATTEST:

Steve Widmyer, Mayor

Renata McLeod, CMC, City Clerk

MINUTES OF A CONTINUED MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD IN THE COMMUNITY ROOM, COEUR D'ALENE PUBLIC LIBRARY

October 5, 2017

The Mayor and Council of the City of Coeur d'Alene met in a continued session of said Council at the Coeur d'Alene City Library Community Room October 5, 2017 at 1:30 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

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

MEMBERS OF EXECUTIVE TEAM PRESENT: Jim Hammond, City Administrator; Troy Tymesen, Finance Director; Mike Gridley, City Attorney; Bill Greenwood, Parks & Recreation Director; Hilary Anderson, Community Planning Director; Mike Anderson, Wastewater Superintendent; Tim Martin, Streets and Engineering Superintendent; Terry Pickel, Water Superintendent; Lee White, Police Chief, and Kenny Gabriel, Fire Chief.

GUEST PRESENT: Andrea Fogleman and Bonnie Brazier of BDPA.

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

BDPA REPORT – Human Resources Director Melissa Tosi introduced Andrea Fogleman and Bonnie Brazier with BDPA, noting that they have over 24 years of experience and offer an extensive background of working both with private and public agencies. Bonnie and Andrea also own the Northwest Data Exchange, which is a wage and benefits clearinghouse utilized by many Human Resource professionals. BDPA completed the City's 2001 study that included the writing of all the new classifications, conducted the wage survey and recommended a wage structure. The City has utilized their firm since that time for updates to the original plan. Ms. Fogleman presented the review of the internal equity and market competitiveness report that their firm conducted for the City this year. She noted that the importance of the report is to develop a system for internal equity, external competitiveness, and that it serves the purpose of attracting and retaining qualified employees. She reviewed the process they utilized to collect data and review job descriptions. Additionally, she explained and reviewed the kinds and levels chart. She presented the survey process that included the geographical market area consisting of larger cities in Idaho, the Treasure Valley, Post Falls, Kootenai County, and Spokane. The recommendation is to be competitive in the market, not to be the highest or the lowest paying employer. She reviewed the current pay range for the City of Coeur d'Alene and noted that the pay increases max out in 9 years. This differs from other organizations that have their market

level in the middle of the range and the maximum pay in the chart is generally in an open range, approximately 20% over market, which makes it a much longer process to reach the maximum pay wage and is quite often tied to a performance based evaluation process. The reasoning behind the original range for the City was that it based on a performance based merit system and open range system stayed in place due to employee agreements. The current market research demonstrates that the City's current pay grade leveling of minimum and maximums is within a reasonable market range.

Mayor Widmyer noted that the City has an average employee retention of 10.5 years, and wondered what are other cities norms. Ms. Fogleman noted that she did not have that data. Mayor Widmyer asked if the step system is the norm in the market place. Ms. Fogleman verified that the step system, cola, and merit are normal. She did note that other cities do an open range with a performance management system; however, she cautioned that if a performance-based system is used, than evaluations need to be done right. Ms. Brazier noted that around the state they see a difference in merit increases, as most are offering 2-3%, not 5% annually. She did note that the fact that the City is within 5% of market is good for the city as a competition with Spokane. Mayor Widmyer requested they research the data regarding average longevity. Ms. Fogleman reviewed the total compensation including benefits package of sick and vacation, premium paid by employee for health care benefits, and HRA/VEBA. She noted that suggestion for the future is for the City to review the compensation guidelines on how employees move through the ranges.

DISCUSSION: Councilmember McEvers asked for more information regarding the addition of positions. Ms. Fogelman explained that they were previous titles and that the job duties have changed or it is simply just the title change. Ms. Brazier noted that they try to stay away from staggered positions, like Planner 1, 2, and 3 and try to title them according to their job duties and differentiations. Councilmember Miller asked if education factor into placement within the internal equity. Ms. Fogelman explained that it is included in job qualifications, and that the EEOC is very specific that when you have a certain education requirement it must tie back to the job duties. Councilmember Evans asked if the number of people supervised become part of the leveling. Ms. Brazier noted that it is only the breath of the job and duties, not quantities or number of people supervised. Councilmember McEvers asked how the City compares to Spokane, as they are bigger and have a different structure. Ms. Fogelman explained that the data is included in the study and that they would not recommend the City pay the same of Spokane but rather an average of the data. The data provides a market trend and insures the kinds and level chart is competitive. She acknowledged that there are many variables between organizations, which is why they use a simple average. Councilmember McEvers asked about the process of talking with individual employees and getting information back from the supervisor. Ms. Fogelman confirmed that the supervisors reviewed the job descriptions.

Discussion ensued regarding the amount of work and amount of change of duties required to elevate the pay grade. Councilmember McEvers asked if the survey included how many cities have employee contracts. Ms. Brazier noted that the cities that have fire departments have contracts and approximately half have agreements with police, and noted that Lewiston and Coeur d'Alene are the only ones with three groups. Mayor Widmyer noted the members of the

Fire Union and Associations were in the audience and provided them an opportunity to ask questions of BDPA.

Councilmember English asked how rare it is that the healthcare insurance is paid for at 100% for a single employee. Ms. Fogelman said that several cities have zero premium required for single and some for families; however, those cities would likely increase it. Ms. Tosi noted that that trend has changed as premiums have raised and employers have started passing that cost along. Mayor Widmyer noted that deductible buy down was added as a negotiated item to keep medical insurance down. Finance Director Troy Tymesen explained that through the higher deductible and higher amount into the employees VEBA account the money is in the team members hands and they may think twice about their medical choices. He noted that he feels it is progressive method to stave off medical increases. Councilmember Gookin noted that he was unclear when the Council funded the BDPA study that they would be recommending raises and moving people around on the kinds and level chart and did not feel that was within the Council purview. Ms. Brazier explained that the Lilly Leadbetter Act requires a city to have wage comparison information as a defense against claims on how positions are aligned. Ms. Tosi noted that she often brings updates to the kinds and level chart before the Council for approval.

Ms. Tosi noted that the Fire Union and Police Association agreements go through September and the applicable BDPA recommendations will be discussed during negotiations. Fire Union representative Bill Dodd asked if BDPA accounted for cost of living differences between cities. Ms. Fogelman explained that they looked at rates they are being paid, based on all of the positions of entry-level firefighter, and averaged them together. In the past, they looked at cost of living in various locations and found that those costs were inherent into the pay, which mitigates those variables. Discussion ensued regarding seasonal worker pay and the Police Department review of the study and their disagreement with the findings. Mayor Widmyer clarified that the current decision does not involve Police or Fire.

Councilmember English noted that he felt that the information presented is useful for setting the budget and that in the future the city could look at those areas in which they are currently generous; however, he likes that the City is better than market rates. Water Superintendent Terry Pickel noted that three new positions are being added in the Water Department as they have duties they needed to expand due to the complexity of their job, required certifications, and that he would pay them a lot more if he could. He requested the Council consider the Spokane market as a direct competitor. Ms. Tosi noted that it has been 15 years since the City conducted a review. Additionally, employees come to her office requesting higher pay and job description rewrites, so it is important to have a third party involved in the process. Spokane is a close competitive market; however, the City has not encountered substantial turn over for people taking jobs in Spokane. She noted that the study is a positive study showing that the City is competitive and there are positions that should be moving a bit and that the City needs to address them. She explained that the study is vital for the Human Resource Department as it ensures the City is paying employees appropriately.

Councilmember Edinger asked if the City has the funds. Mr. Tymesen confirmed that the city has the funds and noted that there are three groups to bargain with and all issues will come back to money. This study will provide some boundaries for future wage requests. He noted that

there are other groups that are exempt and or not represented and this is the only way to get them to the table. Councilmember English asked if we were late for this budget cycle or early for the next. Ms. Tosi explained that the summary was finalized in June, so it is late for this budget year and clarified that the positions discussed are conducted the duties at the wrong wage and should be considered now. Councilmember Miller asked how they plan to correct pay with those positions currently receiving assignment pay. Ms. Tosi noted that the Planner positions were receiving assignment pay much longer than anticipated. Councilmember Miller summarized that there are some federal mandates requiring a study; however, the changes are not mandated rather a recommendation, but not for contracts that come up next year. She expressed concern that the longevity factor from other cities is a variable that is not accounted for nor is the cost of living. She noted that our population doubles in the summer so it is different from other cities. Ms. Fogelman felt that the 12% over market amount considers the cost of living difference. She reiterated that this is a positive result for retaining employees. They also utilize standard compensation methodology.

Councilmember Gookin asked if there were other cities that have one pay grid that includes public safety. Ms. Fogelman noted that the systems are mixed and that there are advantages and disadvantages with separate schedules. The more typical system is a separate schedule, as it is based on rank. The disadvantage of that system compared to the City's current pay grade structure is that there is currently a 40% range spread from minimum to maximum pay. Most police structures for pay increases have 5% ranges and then the employee must progress to a new rank. Police Chief White noted his opinion in the grade structure and difficulty in moving police into the existing chart. Councilmember Gookin asked if there is a way to simplify the kinds and level chart. Ms. Tosi explained that the city structure is simple compared to cities such as Boise, who has three different pay structures for their Police Department and it takes them 20 years to get to the maximum pay. Additionally, Boise has separate charts for new, old and lateral employees. She noted that the City of Meridian has different levels for Police as they progress in each rank.

Mayor Widmyer reiterated that Police and Fire are not a part of the decision to be made at this meeting. He clarified the decision involves nine positions to move up a grade on the kinds and level chart. Councilmember McEvers noted that as a Restaurant Owner he does not have to deal with these types of regulations; however, the bottom line as a Councilmember is that the City is growing and it is the employees who make the City what it is, and feels he has to back up the employees. He noted that he would support taking a step forward and will come back for more discussion in Police and Fire. Councilmember Edinger noted that with his years of experience past Councils have tried to do the best for the employees and he will continue to do.

MOTION: Motion by Gookin, seconded by Miller, to authorize staff to move forward with BDPA recommended increases for the employees represented by LCEA and/or exempt; that can be paid for with existing budgeted funds within the Fiscal Year 2017-2018; to include the following: Effective October 1, 2017, the positions recommended for upward movement would move up one pay grade figured at the appropriate pay grade difference totaling \$47,291.30, including an additional \$11,870.98 for the remaining increase for the two positions recommended to move up two pay grades with the setting of a budget amendment at the next Council meeting.

DISCUSSION: Councilmember Miller asked what the reason was to move forward with a budget amendment at the next council meeting. Councilmember Gookin noted that he felt it would be more transparent. Councilmember English noted that between now and end of year there would be many items that come along that would need to be included in an amendment, and he feels that this was done in public and in a transparent way. Councilmember Evans asked if the Finance Director would speak to the amendment process. Mr. Tymesen concurred that they usually amend the budget toward the end of the year and they very transparent with the use of the "open gov" software the public has more access to information than previously.

ROLL CALL: Gookin Aye; English Aye; Edinger No; Evans No; Miller No; McEvers No.
Motion failed.

SECOND MOTION: Motion by Evans, seconded by Edinger, to authorize staff to move forward with BDPA recommended increases for the employees represented by LCEA and/or exempt; that can be paid for with existing budgeted funds within the Fiscal Year 2017-2018; to include the following: Effective October 1, 2017, the positions recommended for upward movement would move up one pay grade figured at the appropriate pay grade difference totaling \$47,291.30, and including an additional \$11,870.98 for the remaining increase for the two positions recommended to move up two pay grades.

DISCUSSION CONTINUED: Councilmember Evans asked if finance could come up with the additional \$11,870.98 to bring all the positions to market at the same time. Mr. Tymesen felt that there would be enough in the budget to cover the cost without needing to amend the budget. Councilmember English noted that he understands the equitability need and felt this makes sense and for the amount needed for the entire recommendation implementation at once. City Administrator Jim Hammond noted that the study is good information to share as it demonstrates how the city is compensating employees relative to its competitors. Councilmember English asked if this action would freeze any positions. Ms. Tosi noted that there are two exempt positions recommended to be downgraded, but this will not reduce them but we have frozen those positions in the past.

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

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

The meeting adjourned at 1:55 p.m.

ATTEST:

Steve Widmyer, Mayor

Renata McLeod, City Clerk

**PUBLIC WORKS COMMITTEE
MINUTES
October 9, 2017
4:00 p.m., Library Community Room**

COMMITTEE MEMBERS PRESENT

Councilmember Woody McEvers
Councilmember Dan English
Councilmember Dan Gookin

STAFF PRESENT

Mike Becker, WW Utility Proj. Mgr
Amy Ferguson, Executive Asst.
Renata McLeod, Municipal Svcs. Dir.
Michelle Cushing, CDBG Specialist
Randy Adams, Deputy City Attorney
Troy Tymesen, Finance Director
Jim Hammond, City Administrator
Mike Anderson, WW Superintendent

**Item 1 Approval of Community Development Block Grant (CDBG) Allocation Via
Subrecipient Agreement to the Boys and Girls Club
Consent Calendar**

Michelle Cushing, CDBG Specialist, presented a request for council authorization of a Subrecipient Agreement with the Boys and Girls Club in the amount of \$83,000 for the engineering and architectural costs toward its Coeur d'Alene facility.

Ms. McLeod and Ms. Cushing stated in their staff report that on February 16, 2016 the City held a public hearing to amend the CDBG Plan Year 2014/2015 block grant allocations. Within that amendment, Council approved the award of funds from Plan Year 2014 in the amount of \$37,000 to the Boys and Girls Club for engineering and architectural costs for their Coeur d'Alene facility. The City held a public hearing on August 1, 2017, approving the Plan Year 2017 Action Plan, which included the approval of an \$83,000 grant to the Boys and Girls Club.

Ms. Cushing confirmed that the motion to proceed would be a formalizing step to proceed with this budgeted item.

Councilmember Gookin said that he would rather see the money go toward the kids. Ms. Cushing said that with their community opportunity grants they accept a wide variety of applications and there is a committee of community members who vote on the opportunity grants. This budget year was a little bit different because they had awarded funds but then the initial awardee was not able to follow through with their side of the commitment, so they had extra funds and an opportunity to work with the Boys and Girls Club. The new community opportunity grant for 2017 opens this Friday. Ms. Cushing said that they seriously consider programming although it is a challenge with the CDBG budget because only 15% of the funds can be used towards programming. While they want to support programs, it is not always possible. She noted that the Boys and Girls Club architectural fees definitely fits within the eligibility requirements.

Councilmember English said that he is supportive of the Boys and Girls Club and youth activities but would also like to see funding of affordable housing programs. Ms. Cushing said that they are open to a wide variety of things and if contractors want to come to them with a proposal they would definitely have the award committee look at it. Ms. McLeod said that it takes partnerships in that they don't have a lot of

funds so they have to find the right partner. They have tried to leverage the funds the best they can. Councilmember English said that he will be looking to make sure that they do the best they can to get the word out.

MOTION: Motion by Gookin, seconded by English to approve Resolution No. 17-065 authorizing a Subrecipient Agreement with the Boys and Girls Club in the amount of \$83,000 for the engineering and architectural costs toward its Coeur d'Alene facility. Motion carried.

Item 2 Agreement for Professional Engineering Services with J-U-B Engineers, Inc. Consent Calendar

Mike Becker, Utility Project Manager, presented a request for council authorization of an agreement with J-U-B Engineers, Inc., for professional engineering services for the 2017/18 Wastewater Collection System Capital Improvement Projects (CIP) at a cost of \$227,000.

Mr. Becker stated in his staff report that each year and in conformance to the Wastewater Collection System Master Plan, the Wastewater Utility budgets and prioritizes replacement and/or rehabilitation of the City's aging sewer infrastructure. This requires the professional services of the pre-approved local consultant, J-U-B Engineers, Inc. Since 2008, J-U-B has historically demonstrated their commitment and responsiveness to the City and has successfully performed to Wastewater's satisfaction.

Mr. Becker noted that the engineering services are \$10,000 less than last year. He further stated that this is a budgeted item and they have expanded the scope this year to include some sewer repair and capital improvement projects as well as some other things that they are looking at on the east side of Coeur d'Alene.

Mr. Becker said that J-U-B is very responsive and were selected in a SOQ (Statement of Qualifications) process. This is year five of that process and they will be revisiting the SOQ in the next fiscal year.

Councilmember English asked if the agreement is approved now, is it for physical work that would probably start next spring? Mr. Becker said that the work would take place as soon as council approves the agreement and it has been executed. He commented that they have done something a little different than in the past in that they created a reserve management fund allows them to get the ball rolling on the following year's projects so they can go out to bid in January, when they typically get very competitive bids.

Councilmember McEvers commented that they have put a lot of new pipe into the ground over the years and is this a continuous process. Mr. Becker said that it is something that they do every year and they do have quite a bit of piping that has been rehabilitated already. They maintain 213 miles of pipe and roughly about 50% of that is old, aging pipe. They are hoping to gain longer life out of the PVC pipes.

Councilmember McEvers asked if the master plan was also ongoing. Mr. Becker explained that the master plan has to evolve with expansion. They take a look at impacts of growth within the city and how it impacts everything downstream and at the treatment plant.

MOTION: Motion by Gookin, seconded by English, to recommend Council approval of Resolution No. 17-065 authorizing an agreement with J-U-B Engineers, Inc. for professional engineering services for tasks associated with the 2017/18 Wastewater Collection System Capital Improvement Projects at a cost of \$227,000. Motion carried.

**Item 3 Utility Adjustment Update (Manhole)
(Put under Presentations on Council Meeting Agenda)**

Mike Becker, Utility Project Manager, presented an update on the “street utility adjustments” pilot test. He noted that manholes get abused through wear and tear and they looked at options of what they can do differently than what has been done in the past. They concluded that a round, circular cut around the manholes will provide distinct advantages. Various sewer manholes and valves were selected for the test project. They applied varying thicknesses of collars around the manholes to see how well they weather with traffic loading.

Mr. Becker said that manholes get abused through wear and tear and fall part. They looked at options of what they can do differently than what they have done in the past, and concluded that a round circular cut around the manholes will provide distinct advantages to adjusting the utilities out in the streets. They applied varying thicknesses of collars around the manholes and will see how well they weather with traffic loading. On Harrison Avenue the concrete was treated with a 3/16” black stain so that as the concrete starts wearing from the tires, they will start seeing gray and be able to determine the kind of wear that the concrete is enduring. Mr. Becker said that they also treated some Avista gas valves and that Avista likes the idea and they have full support from their gas manager.

Mr. Becker said that they were able to do all of Ramsey Road in four days and are exploring other options to determine what they can do to open up the roads while they are going through the process. A lesson learned from Ramsey Road is that perhaps they can work collectively as a city to coordinate the road closures a little bit better.

Councilmember McEvers asked if the Water Department and Avista were going to help pay for the valve replacements. Mr. Becker said that it works into the streets maintenance plan and that the Streets Department was able to capitalize on the road closure that they had for the sanitary sewer and worked cooperatively with other departments. The Water Department and Stormwater Utility were also active players on this project. Mr. Becker said that they will be monitoring the different types of technologies used and will also open it up on the City’s website for public comment.

Councilmember McEvers asked Mr. Becker to presentation this information at the next Council meeting.

The meeting adjourned at 4:24 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison

DATE: OCTOBER 11, 2017
TO: MAYOR AND CITY COUNCIL
FROM: PLANNING DEPARTMENT
RE: SETTING OF PUBLIC HEARING DATE: NOVEMBER 21, 2017

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>
ZC-3-17	Applicant: Welch Comer Location: South of vacated Garden Avenue East of Park Drive Request: A proposed zone change from R-3 (Residential at 3 units/acre) to City R-8 (Residential at 8 units/acre) zoning district	Recommended approval	QUASI-JUDICIAL
A-3-17	Applicant: The Estate of Marvin Paul Keough Locaton: 7845 N. Ramsey Road Request: A proposed 4.6 acre annexation from County Commercial to City C-17	Recommended approval	LEGISLATIVE

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **November 21, 2017.**

CITY COUNCIL STAFF REPORT

DATE: October 17, 2017
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: **SS-17-09c, Alaska Partners Professional Center Condominiums,
Final Plat Approval**

DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat document, a one (1) lot, two (2) unit commercial condominium subdivision.

HISTORY

Applicant: Todd Stam, Member
Riverstone Partners, LLC
1831 N. Lakewood Drive
Coeur d'Alene, ID 83814

Location: 1831 N. Lakewood Drive

FINANCIAL ANALYSIS

There are no financial issues with this development.

PERFORMANCE ANALYSIS

This is a condominium plat of a portion of Lot 1, Block 4, Riverstone, located in Coeur d'Alene. The one (1) lot contains two (2) condominium units. All infrastructure improvements were addressed during the construction of the commercial units on the subject property, and the property is now fully developed and ready for final plat approval.

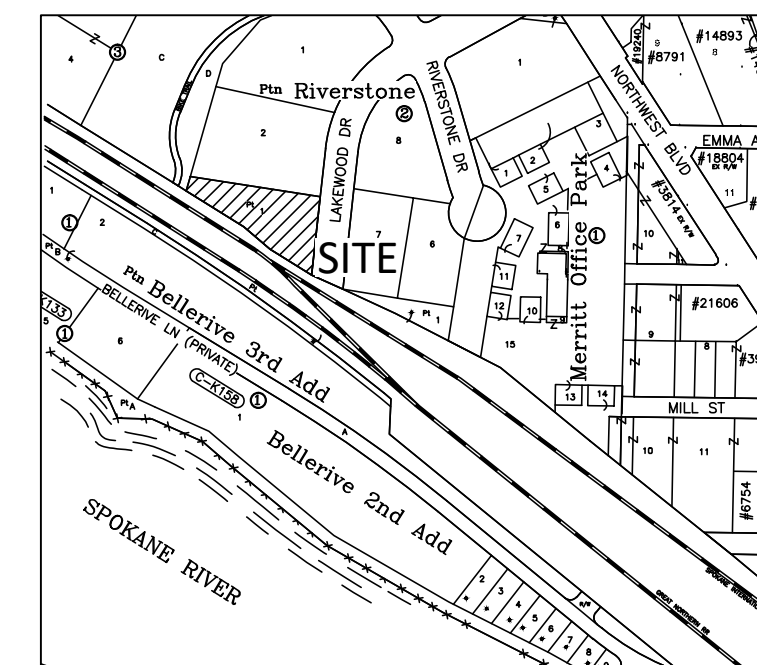
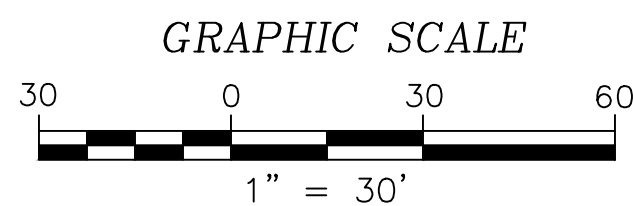
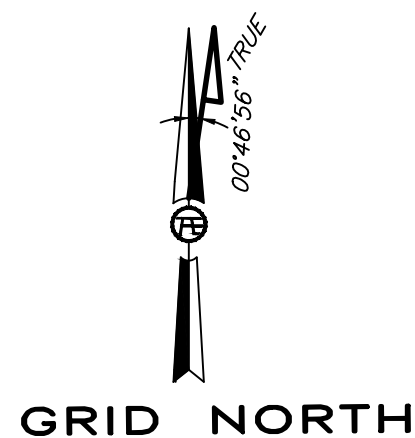
DECISION POINT RECOMMENDATION

City Council approval of the final plat document

ALASKA PARTNERS PROFESSIONAL CENTER CONDOMINIUMS

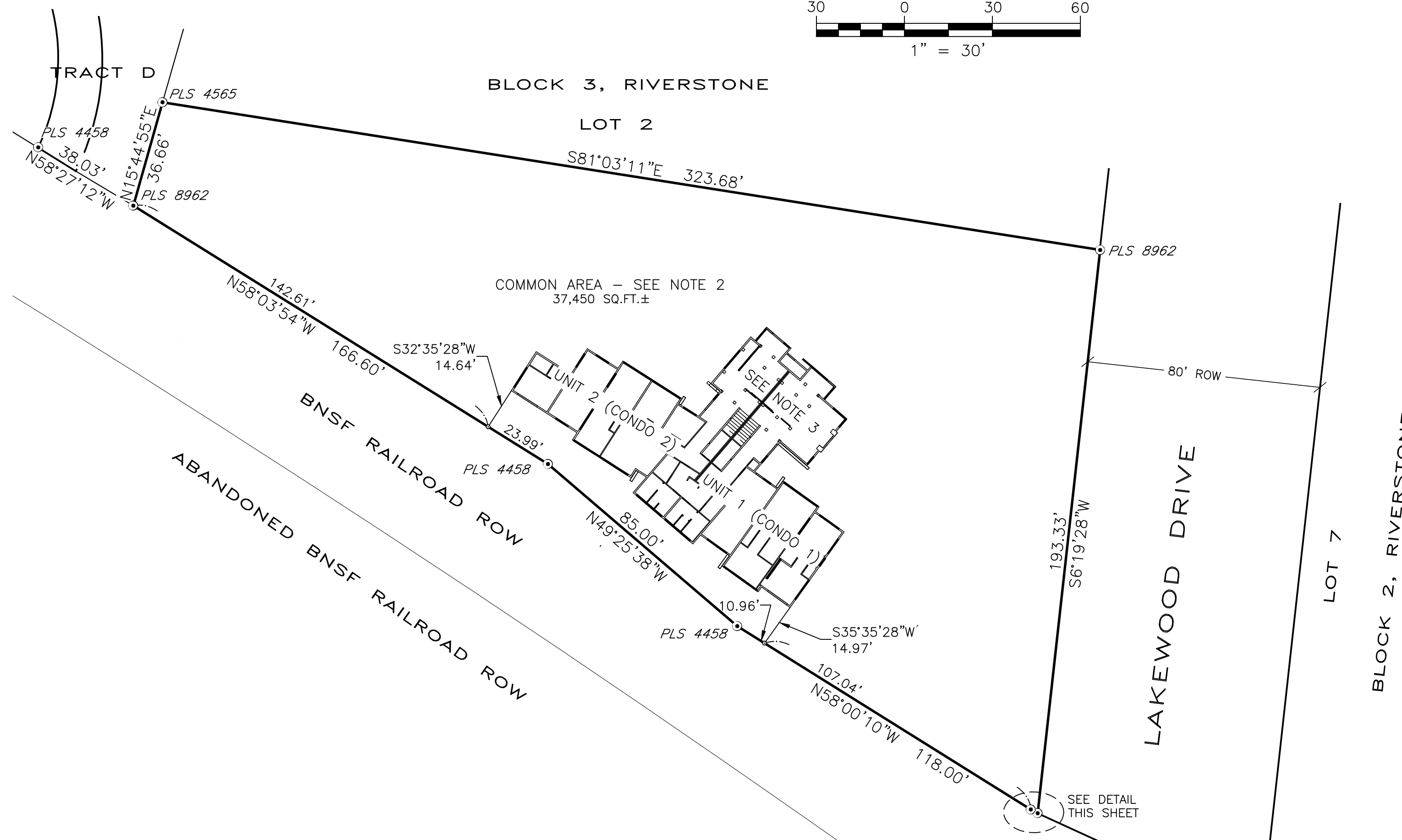
BOOK _____ PAGE _____
No. _____

A CONDOMINIUM PLAT OF A PORTION OF LOT 1, BLOCK 4 OF RIVERSTONE SITUATED IN THE SW 1/4 OF SEC. 11, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, CITY OF COEUR D'ALENE, IDAHO.



VICINITY MAP

NOT TO SCALE



LEGEND

- ⊙ FND 5/8" IRON ROD AS SHOWN
- CALCULATED POINT

RECORD DRAWINGS

NUMBER	TYPE	BOOK	PAGE	DATE	BY
(R1)	PLAT OF RIVERSTONE	BK. I	PG. 250	2000	WARNER
(R2)	ROS	BK. 28	PG. 470	2015	HATHAWAY

SURVEY METHODS

GPS – TRIMBLE R8 W/GNSS USING RTK WITH 2 MEASUREMENTS AT EACH POSITION
CONVENTIONAL—TRAVERSES WITH TOPCON GTS 235 INST.

BASIS OF BEARING

THE BASIS OF BEARING IS SOUTH 89°03'11" EAST ALONG THE NORTH BOUNDARY AS SHOWN PER PLAT OF RIVERSTONE.

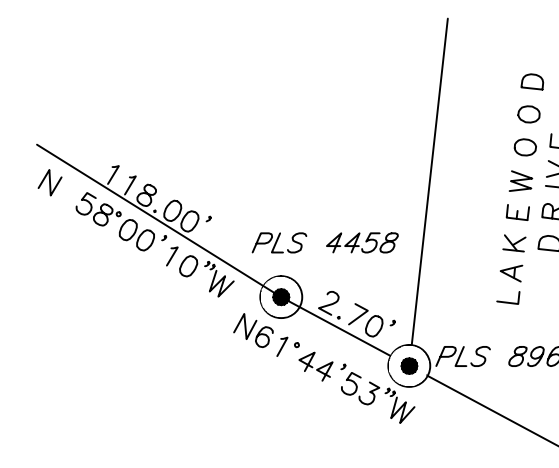
DECLARATION OF CONDOMINIUM

THE DECLARATION OF CONDOMINIUM FOR THE ALASKA PARTNERS PROFESSIONAL CENTER CONDOMINIUMS WAS RECORDED AS INSTRUMENT NO. 2554951000, RECORDS OF KOOTENAI COUNTY, IDAHO.

NOTES

1. DISTANCES SHOWN ARE IN U.S. FEET
2. ANY PORTION OF THIS PLAT NOT DESIGNATED AS A CONDOMINIUM UNIT IS COMMON AREA.
3. FOR UNIT DIMENSIONS AND FLOOR ELEVATIONS SEE SHEET 2

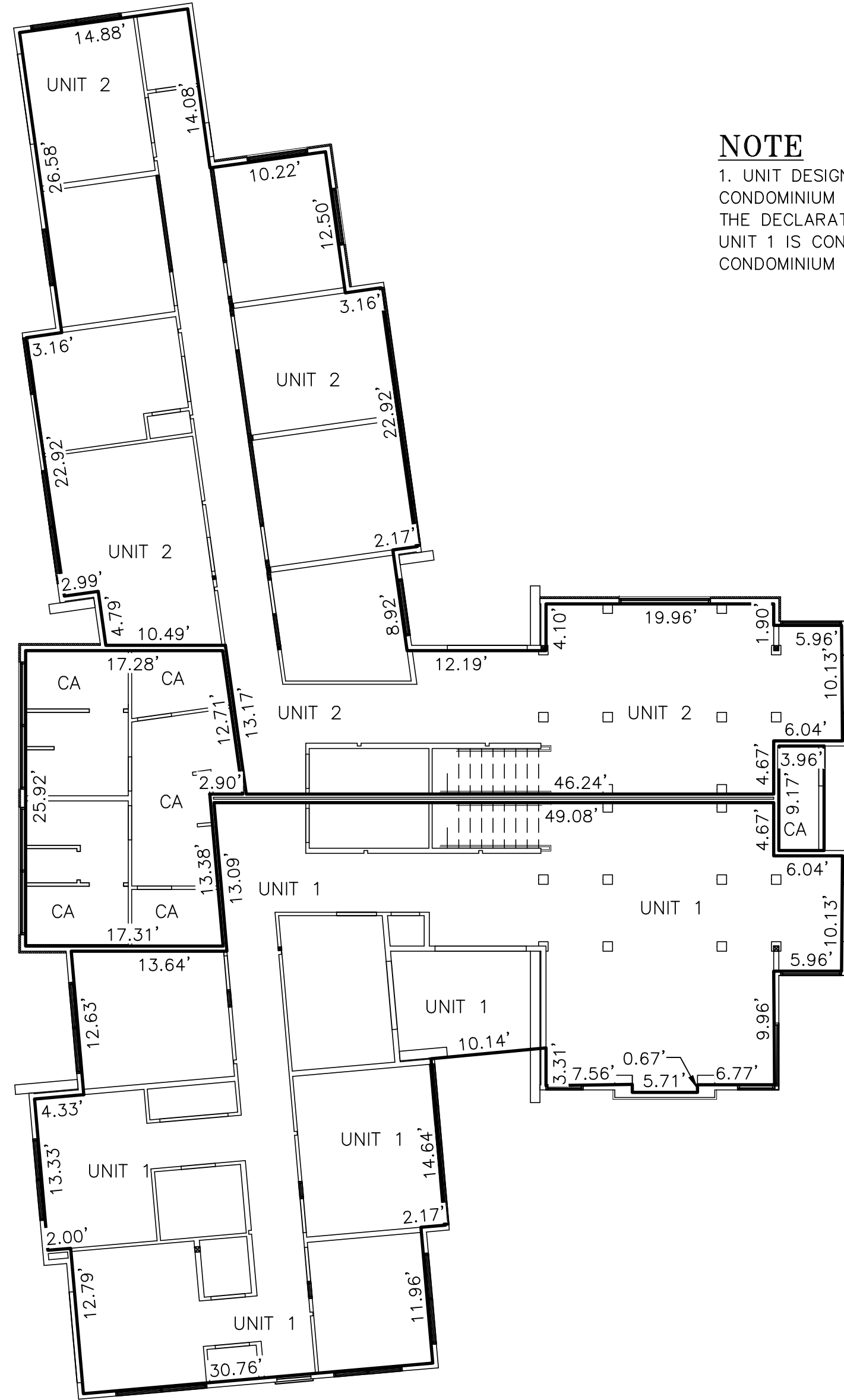
DETAIL
NOT TO SCALE



A	Tate Engineering, Inc. 1625 North 4th Street, Ste. 204 Coeur d'Alene, Idaho, 83814 (208) 676-8708 e-mail: info@tate-eng.com		
	PROJECT #: 15.049a	DATE: 11/17/2016	SCALE: 1" = 30'
DRAWING: 15.049aPLAT		CHECKED: EMW	DRAWN BY: DPS
			PAGE 1 OF 3

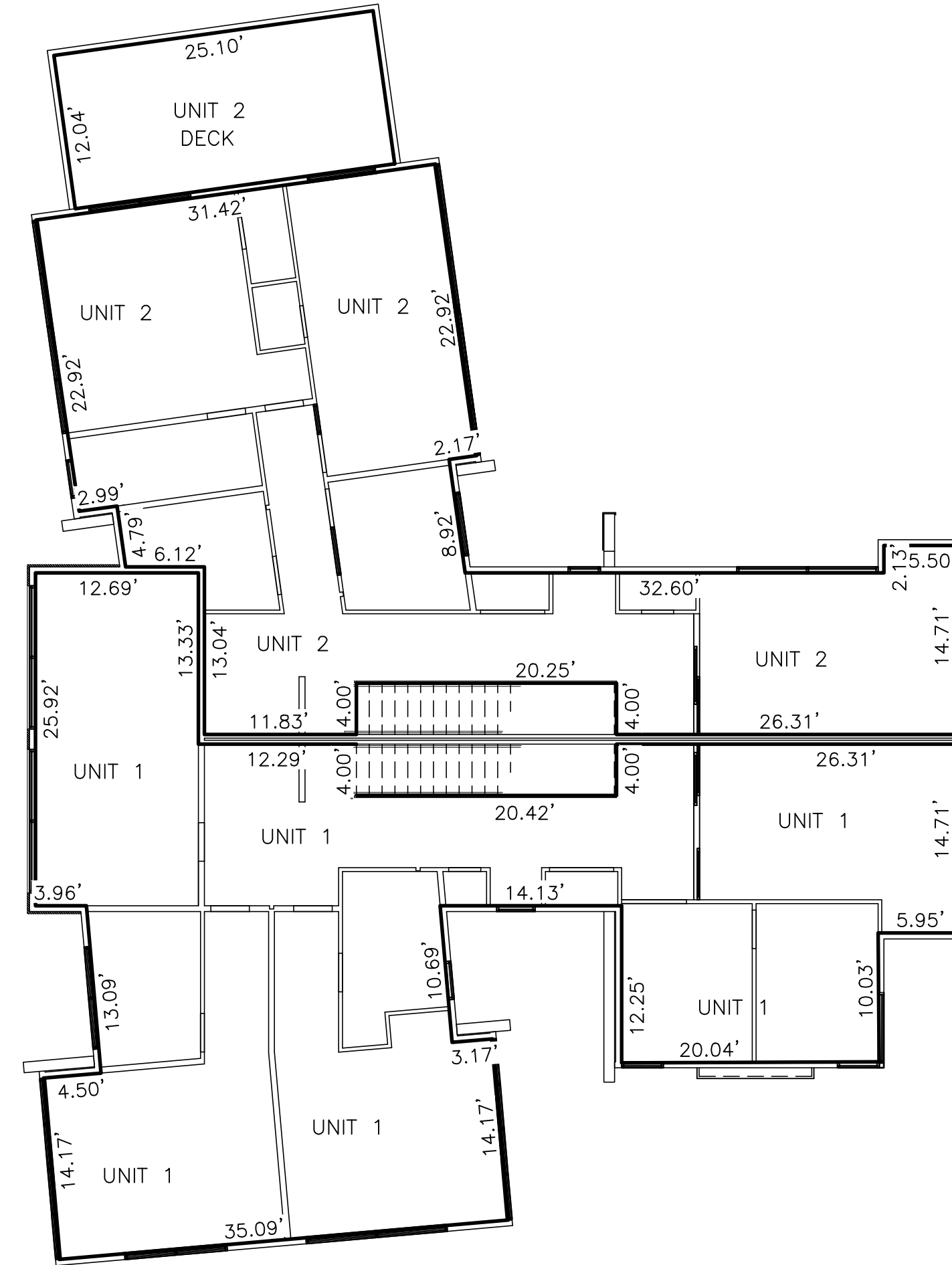
ALASKA PARTNERS PROFESSIONAL CENTER CONDOMINIUMS

A CONDOMINIUM PLAT OF A PORTION OF LOT 1, BLOCK 4 OF RIVERSTONE SITUATED IN THE SW 1/4 OF SEC. 11, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, CITY OF COEUR D'ALENE, IDAHO.



NOTE

1. UNIT DESIGNATION IS THE SAME AS THE CONDOMINIUM DESIGNATION EXPRESSED IN THE DECLARATION OF CONDOMINIUM, I.E. UNIT 1 IS CONDOMINIUM 1 AND UNIT 2 IS CONDOMINIUM 2.



UNIT NO.	AREA (SQ.FT)	FLOOR ELEV.	CEILING HEIGHT
1	2,065	2062.03	10.67 TO 15.33'
2	1,566	2062.03	10.67 TO 15.33'
2 (OPEN DECK)	302	2062.03	NONE

UNIT NO.	AREA (SQ.FT)	FLOOR ELEV.	CEILING HEIGHT
CA (Common Area)	488	2150.10	10.84'
1	2,232	2150.10	10.84'
2	2,157	2150.10	10.84'

FIRST FLOOR

SCALE: 1"=10'

SECOND FLOOR

SCALE: 1"=10'

	Tate Engineering, Inc. 1625 North 4th Street, Ste. 204 Coeur d'Alene, Idaho, 83814 (208) 676-8708 e-mail: info@tate-eng.com		
	PROJECT #: 15.049A	DATE: 11/17/2016	SCALE: 1"=10'
DRAWING: 15.049aPLAT	CHECKED: EMW	DRAWN BY: EMW	PAGE 2 OF 3

ALASKA PARTNERS PROFESSIONAL CENTER CONDOMINIUMS

BOOK _____ PAGE _____
No. _____

A CONDOMINIUM PLAT OF A PORTION OF LOT 1, BLOCK 4
OF RIVERSTONE SITUATED IN THE SW 1/4 OF SEC. 11,
TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN,
KOOTENAI COUNTY, CITY OF COEUR D'ALENE, IDAHO.

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS: That Riverstone Partners, LLC, an Idaho limited liability company and Roots & Wings LLC, and Idaho limited liability company and Aspen Headquarters, LLC, an Idaho limited liability company are the owners of the real property hereinafter described and intend to include said property within this platting.

A portion of Lot 1, Block 4 of Riverstone situated in the Southwest 1/4 of Section 11, Township 50 North, Range 4 West, Boise Meridian, City of Coeur d'Alene, Kootenai County, Idaho, described as follows;

Lot 1, Block 4, Riverstone, according to the plat recorded in Book 1 of Plats, Page 250, records of Kootenai County, State of Idaho, lying Northeasterly of the Burlington Northern Railroad Right of way and Westerly of Lakewood Drive.

WHICH ALSO APPEARS OF RECORD AS:

Units 1 and 2, Alaska Partners Professional Center Condominiums, according to the Condominium Declaration recorded July 25, 2016 as Instrument No. 2554951000, records of Kootenai County, Idaho. Together with the common elements as identified and described in that Condominium Declaration recorded July 25, 2016 as Instrument No. 2554951000, recorded in the records of Kootenai County, Idaho.

Comprising 37,450 square feet, more or less. Water and Sanitary Sewer service are provided by the City of Coeur d'Alene.

RIVERSTONE PARTNERS, LLC, an Idaho limited liability company
by _____
It's _____

ROOTS & WINGS, LLC, an Idaho limited liability company
by _____
It's _____

ASPEN HEADQUARTERS, LLC, an Idaho limited liability company
by _____
It's _____

ACKNOWLEDGMENT

State of _____ }
County of _____ } ss.

This record was acknowledged before me on _____ by _____ as _____ of Riverstone Partners, LLC.

Notary Public
My Commission Expires _____

ACKNOWLEDGMENT

State of _____ }
County of _____ } ss.

This record was acknowledged before me on _____ by _____ as _____ of Roots and Wings, LLC.

Notary Public
My Commission Expires _____

ACKNOWLEDGMENT

State of _____ }
County of _____ } ss.

This record was acknowledged before me on _____ by _____ as _____ of Aspen Headquarters, LLC.

Notary Public
My Commission Expires _____

COUNTY RECORDER

I hereby certify that this Plat of Alaska Partners Professional Center Condominiums was filed for record in the office of the Recorder of Kootenai County, Idaho at the request of _____ this _____ day of _____, 20____, at _____ o'clock ____M., and was duly recorded in Plat Book _____, at Pages _____, _____, and _____ as Instrument Number _____.

By: _____ Deputy Clerk Fee: _____
Kootenai County Recorder – Jim Brannon

SURVEYOR'S CERTIFICATE

I, Ernest M. Warner, do hereby certify that I am a Registered Professional Land Surveyor, licensed by the State of Idaho and that this plat of Alaska Partners Professional Center Condominiums, as shown hereon, was prepared from an actual survey made on the ground under my supervision and accurately represents the points platted hereon, and is in conformity with the State of Idaho Code relating to plats and surveys.

ERNEST M. WARNER, P.L.S. REG. NO. 4565

CITY OF COEUR D'ALENE

This plat has been examined by the Coeur d'Alene City Council and is hereby approved for filing this _____ day of _____, 20____.

Clerk – City of Coeur d'Alene

CITY ENGINEER

I hereby certify this _____ day of _____, 20____, that I have examined this subdivision plat and approve the same for filing.

Engineer – City of Coeur d'Alene

COUNTY SURVEYOR

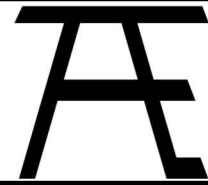
I hereby certify that on this _____ day of _____, 20____, I have examined this Plat of Alaska Partners Professional Center Condominiums and approved the same for filing.

Kootenai County Surveyor

COUNTY TREASURER

I hereby certify that on this _____ day of _____, 20____, the required taxes on the herein platted land have been paid through _____.

Kootenai County Treasurer

		Tate Engineering, Inc. 1625 North 4th Street, Ste. 204 Coeur d'Alene, Idaho, 83814 (208) 676-8708 e-mail: info@tate-eng.com	
		PROJECT NO.: 15.049a	DATE: 11/17/2016
DRAWING: 15.049aPLAT	CHECKED: EMW	DRAWN BY: EMW	

RESOLUTION NO. 17-065

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE BELOW MENTIONED AGREEMENTS FOR THE CITY OF COEUR D'ALENE, INCLUDING APPROVING A SUBRECIPIENT AGREEMENT WITH THE BOYS AND GIRLS CLUB FOR A COMMUNITY DEVELOPMENT BLOCK GRANT ALLOCATION AND APPROVING OF AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES WITH J-U-B ENGINEERS, INC., FOR ENGINEERING SERVICES FOR THE 2017-18 WASTEWATER COLLECTION SYSTEM CAPITAL IMPROVEMENT PROJECTS (CIP).

WHEREAS, it has been recommended that the City of Coeur d'Alene enter into the Agreements listed below pursuant to the terms and conditions set forth in the Agreements attached hereto as Exhibits "A" and "B" and by reference made a part hereof as summarized as follows:

- A) Approving a Subrecipient Agreement with the Boys and Girls Club for a Community Development block Grant allocation;
- B) Approving of an agreement for Professional Engineering Services with J-U-B Engineers, Inc., for engineering services for the 2017-18 Wastewater Collection System Capital Improvement Projects (CIP);

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;

NOW, THEREFORE,

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

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

DATED this 17th day of October, 2017.

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 MCEVERS Voted _____

COUNCIL MEMBER ENGLISH Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

**CITY COUNCIL
M E M O R A N D U M**

DATE: October 3, 2017

FROM: RENATA MCLEOD, CITY CLERK AND MICHELLE CUSHING, CDBG
SPECIALIST

RE: APPROVAL OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
ALLOCATION VIA SUBRECIPIENT AGREEMENT TO THE BOYS AND
GIRLS CLUB

DECISION POINT:

- To authorize a Subrecipient Agreement with the Boys and Girls Club in the amount of \$83,000 for the engineering and architectural costs toward its Coeur d'Alene facility.

HISTORY: On February 16, 2016, the City held a public hearing to amend the CDBG Plan Year 2014/2015 block grant allocations. Within that amendment, Council approved the award of funds from Plan Year 2014 in the amount of \$37,000 to the Boys and Girls Club for engineering and architectural costs for their Coeur d'Alene facility. The City held a public hearing on August 1, 2017, approving the Plan Year 2017 Action Plan, which included the approval of this \$83,000 grant to the Boys and Girls Club. This agreement formalizes the 2017 Action Plan agreement.

RECOMMENDATION POINT:

- To authorize a Subrecipient Agreement with the Boys and Girls Club in the amount of \$83,000 for the engineering and architectural costs toward their Coeur d'Alene facility.

AGREEMENT FOR CDBG GRANT FUNDS FOR BOYS AND GIRLS CLUB OF KOOTENAI COUNTY

This Agreement is entered into between the CITY OF COEUR D'ALENE, a municipal corporation, whose mailing address is 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814-3958, hereinafter referred to as the "CITY," and the Boys and Girls Club of Kootenai County – Coeur d'Alene/Hagadone Center, whose mailing address is 200 W. Mullan Avenue, Post Falls, Idaho, 83854, hereinafter referred to as "Subrecipient."

The key contact for Subrecipient is Ryan Davis, Executive Director.

The key contact for the CITY is Michelle Cushing, CDBG Grant Administrator, City of Coeur d'Alene.

1. Activities Under This Agreement. The CITY has received from the U.S. Department of Housing and Urban Development ("HUD") a grant from the Community Development Block Grant Program, identified as Grant No. B-17-MC-16-0007 (the "CDBG Grant"). From this CDBG Grant, the CITY is awarding Eighty-three Thousand and no/100 Dollars (\$83,000.00) to the Subrecipient for architecture and engineering activities during the development and construction of Boys and Girls Club of Kootenai County Coeur d'Alene/Hagadone Center project for area youth including those "at risk." The project is more fully described in **Attachment A** "Scope of Work," attached hereto.

All activities funded with CDBG funds must meet one of three CDBG National Objectives. The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the National Objective of benefitting low-moderate-income through Limited Clientele, as defined in 24 CFR 570.208. Youth Centers, by definition, are an eligible activity under the CDBG program.

2. Effective Date and Time of Performance. This Agreement shall take effect on the date of execution of this Agreement. The terms of this Agreement and the provisions herein shall be extended to cover any additional time period required to perform work for close out.

3. Grant Amount and Matching Obligations. It is expressly agreed and understood that the total amount to be paid by the CITY under this Agreement shall not exceed Eighty-three Thousand and no/100 Dollars (\$83,000.00), referred to herein as the "grant funds." In the event costs exceed these grant funds, the Subrecipient shall be responsible for any and all additional costs. The Subrecipient will provide the management resources, staff, and office supplies needed for the project.

4. Budget. The Budget, as set forth in **Attachment B** and attached hereto, shall be adhered to unless otherwise amended in writing, signed by both the Subrecipient and the CITY. The Boys and Girls Club of Kootenai County will immediately repay to the CITY any amount of the grant funds that the CITY determines has been expended in a manner inconsistent with the CDBG Budget-Use of Funds.

5. Program Income. The Subrecipient shall report monthly all program income (as defined in 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this

Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. Program income is considered the same as grant funds and is thereby subject to this Agreement and all the federal regulations. The Subrecipient is allowed to retain and use program income for the same purposes as covered by this Agreement. Program income shall be expended before any additional grant funds are requested unless authorized differently in the Scope of Work.

6. Payments. The CITY will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and CITY policy concerning payments. Payments will be made for eligible expenses actually incurred by the Subrecipient, and in no case will it exceed actual cash requirements.

The Subrecipient shall submit a single request for reimbursement of actual eligible expenses which shall be numbered and dated. The report shall at a minimum include the project name, name of Subrecipient and address to which payment is to be made, and detailed itemized costs by budget category. All reporting shall be supported by appropriate documentation such as receipts, billings, invoices, timesheets, or other similar documents. Proof of payment must be provided. A Progress report must be submitted with the pay request.

The pay request(s) should be submitted to the CITY's CDBG Grant Administrator, Michelle Cushing, at City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814-3958.

7. Insurance. The Subrecipient warrants that it has obtained, and will maintain at its expense for the duration of this Agreement, statutory worker's compensation coverage, employer's liability, and comprehensive general liability insurance coverage for its principals and employees. The comprehensive general liability insurance shall have, at a minimum, a coverage limit of Five-hundred Thousand and no/100 Dollars (\$500,000).

8. Grant Program Requirements. This Agreement and the project is governed by the provisions of Title I of the Housing and Community Development Act of 1974 as amended, Public Law 93-383, and the implementing regulations at 24 CFR Part 570. The Subrecipient shall not take any action or do anything inconsistent with the purposes and intent of the CDBG program. The Subrecipient shall comply with all state and local and federal laws and regulations that pertain to the program and the CDBG grant program and funds.

9. Environmental. The Subrecipient shall comply with the conditions of the Environmental Review performed for this project. The Subrecipient has copies of the Environment Review Record.

10. Real Property Acquisition, Relocation, and Disposal. The Subrecipient agrees to comply with: (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocations Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) who are displaced as a direct result of

acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable CITY ordinances, resolutions, and policies concerning the displacement of persons from their residence.

11. Procurement Standards and Methods. The Subrecipient shall use procurement and purchasing standards that are in compliance with state law. Generally, procurement of items or services costing less than \$25,000 may use the informal Small Purchase process. Small Purchase process requires three written bids/quotes. Larger purchases should follow formal bidding processes including proper bonding and guarantees. *See* Idaho Code §67-2801 *et seq.* The CDBG Administrator can provide technical assistance for procurement.

12. Termination of Grant Agreement. The CITY may at any time terminate this Agreement for cause or convenience. If terminated for the convenience of the CITY, the CITY shall pay for any work completed up to the date of the termination. If the CITY terminates this Agreement for cause, the CITY will not make any payments for work completed in violation of this Agreement. If for any reason the Agreement is terminated, the Subrecipient agrees and acknowledges that the CITY shall bear no liability or responsibility of any kind or for any reason to the Subrecipient for any of the funds received, to be received, or anticipated to be received pursuant to this Agreement.

13. Financial and Progress Reports. As requested, the Subrecipient shall submit financial reports that details costs incurred by line item as described in the project budget, Attachment B. A detailed written final report with documentation of the activities carried out, expenditures, and benefits generated shall be submitted to the CDBG Grant Administrator at the conclusion of the project.

All required reports shall be submitted to the CITY's CDBG Grant Administrator at 710 E. Mullan Avenue, Idaho 83814-3958.

14. Record Keeping. If applicable, the Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred.

Subrecipient shall keep records sufficient to document purchases that are in accordance with procurement policies and track assets. Any real property acquisition activities shall be documented as required by the Acquisition and Relocation requirements of the grant program. Records of compliance with any environmental requirements shall be maintained. Other records required to document activities undertaken, demonstrating eligibility and a national objective has been met, shall also be maintained.

15. Client Data and Disclosure. The Subrecipient shall maintain client data demonstrating client eligibility for services which shall include, but not be limited to, client name, address, and income level or other basis for determining eligibility.

Client information collected under this Agreement is private and the use or disclosure of such information is prohibited when not directly related to the CITY's or Subrecipient's responsibilities with respect to services under this Agreement unless written consent is first obtained from the client.

16. Amendments to this Grant Agreement. The Subrecipient understands and agrees that no change shall be made to the nature or purpose of the project and this Agreement, and that no changes shall be made in the budget (Attachment B), the Scope of Work (**Attachment A**), or the design of the project without the prior written consent of the CITY. Either party may initiate an amendment. From time to time the CITY may at its discretion amend this Agreement to reflect changes in the program requirements, regulations, or law.

17. Subcontracts. The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without written consent of the CITY prior to the execution of such agreement. These subcontracts shall contain all the requirements of this Agreement. In addition, prior to execution of any amendments to subcontracts, written consent by the CITY is required. All contracts and subcontracts must comply with all applicable state and federal laws and regulations.

18. Audit and Monitoring. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the CITY, grantor agency, and the Comptroller General of the United States, or any of their authorized representatives, at any time during normal business hours, to audit, examine, and make excerpts or transcripts of all relevant data.

If applicable, the Subrecipient shall provide the CITY with an annual agency audit in accordance with OMB Circular A-133 and the Single Audit Act of 1984. The audit shall be completed by a certified public accountant during the regular annual audit cycle. The Subrecipient shall provide annual audits through the last fiscal year grant funds are expended.

19. Retention. The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the CITY's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. If there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited, and that have started before the expiration of the four-year retention period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

20. Recognition. The CITY and the Subrecipient agree that appropriate information shall be given to recipients of the CDBG Entitlement Program that shall give credit to HUD and the CITY for helping underwrite the program with CDBG funding. The Subrecipient shall include a reference to the support provided herein in all publications made possible with CDBG funds under this Agreement.

21. Severability. The provisions of this Agreement are severable. In the event any provision is determined to be void or unenforceable for any reason, such determination shall not affect the enforceability of the remaining provisions.

22. Hold Harmless. The Subrecipient shall hold harmless, defend, and indemnify the CITY and its representatives from any and all claims, actions, suits, charges, and judgments or losses of any kind, nature, and description, including costs, expenses, and attorney fees, that may be incurred by reason of any act or omission, neglect, or misconduct of the Subrecipient that may arise out of or which are in any way related to this Agreement.

23. Independent Contractor. The contracting parties warrant by their signatures that no employer-employee relationship is established between the Subrecipient and the CITY by the terms of this Agreement. It is understood by the parties hereto that the Subrecipient is an independent contractor and shall at all times remain an independent contractor with all respects to the CITY and shall maintain (as needed or required by 24 CFR 84.31) for itself and its employees: insurance, workman's Comp, unemployment insurance, and FICA and tax filings.

24. Closeout. The Subrecipient's obligation to the CITY shall not end until all close-out requirements are completed. Close-out activities shall include, but are not limited to, making final payments, disposing of program assets, and determining the custodianship of records, that required reporting is completed, and that the project National Objective has been met.

25. Labor Standards. The Subrecipient agrees to comply with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.), and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.

26. Copyrights. If this Agreement results in any copyrightable materials or inventions, the CITY reserves the right to a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work or materials for governmental purposes.

27. Religious and Lobbying Activities. The Subrecipient certifies that no federal funds have been paid or will be paid to any person for the purpose of influencing any official, employee of any agency, or Member of Congress in the connection with the awarding of any federal contract or agreement. If other funds have been or will be so used, the Subrecipient certifies it has followed the proper procedures and submitted the Disclosure Form to Report Lobbying. The Subrecipient certifies that no funds provided by this Agreement shall be used for political activities, lobbying, political patronage, or nepotism.

The Subrecipient further agrees that funds provided under this Agreement will not be used for religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytizing.

28. Section 3. The Subrecipient shall comply with the provisions of Section 3 of the HUD Act of 1968, as amended, and strive to select services or contractors that reside or have their business

locations in the City of Coeur d'Alene. This will meet the Section 3 requirements that to the greatest extent feasible opportunities for training and employment be given to low and very low income residents of the project area and that contracts for work in connection with this project be awarded to business concerns that provide economic opportunities for low and very low income persons residing in the area in which the project is located.

29. Anti-Discrimination. The Subrecipient shall not discriminate in the provision of its services, hiring practices, or procurement on any of the following bases: Race, Color, National Origin, Family Status, Sex, Handicap Condition, or Religion. The Subrecipient agrees to comply with Idaho Code and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104 (b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973 and the American with Disabilities Act of 1990, The Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107, and 12086.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this Agreement on behalf of the CITY, the City clerk has affixed the seal of the CITY hereto, and the Subrecipient has caused the same to be signed and its seal to be affixed hereto, and the undersigned have caused this Agreement to be executed this ____ day of _____, 2017.

CITY of Coeur d'Alene

Boys and Girls Club of Kootenai County

Dated: _____

Dated: _____

By: _____

By: _____

Steve Widmyer, Mayor
City of Coeur d'Alene, Idaho

Ryan Davis, Executive Director
Boys and Girls Club of Kootenai County

ATTEST:

By: _____

Renata McLeod, City Clerk

ACKNOWLEDGMENTS

STATE OF IDAHO)
) ss
 COUNTY OF KOOTENAI)

On this _____ day of _____, 2017, before me, a Notary Public, personally appeared STEVE WIDMYER and RENATA MCLEOD, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d’Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d’Alene 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.

 Notary Public in and for the State of Idaho
 Residing at: _____
 My Commission Expires: _____

STATE OF IDAHO)
) ss
 COUNTY OF KOOTENAI)

I CERTIFY that on _____, 2017, RYAN DAVIS personally came before me and acknowledged under oath that he is the Executive Director for the Boys and Girls Club of Kootenai County and is authorized to execute this instrument on behalf of the corporation and executed the instrument as the act of the corporation.

 Notary Public in and for the State of Idaho
 Residing at: _____
 My Commission Expires: _____

Attachment A
**Grant Agreement between CITY of Coeur d'Alene and the
Boys and Girls Club of Kootenai County**

Scope of services

Under the 2017 Community Development Block Grant, the Boys and Girls Club of Kootenai County will utilize \$83,000 for architecture and engineering activities related to the construction of the **Boys and Girls Club – Coeur d'Alene/Hagadone Center**. The Center is 20,000 square feet and will serve an estimated 500 plus kids per day. The new site is located next to Lakes Middle School on the east side of Coeur d'Alene. This location was chosen because it will serve the highest percentage of need for youth programs, based on the area schools free & reduced lunch levels.

National Objective: As a result of the CDBG funding, the project will provide documentation regarding the LMI Limited Clientele accomplished which will complete the project.

At the completion of the project, a final report is due on the number of beneficiaries served and the demographics of those served, specifically the ethnicity, female head of household, and the LMI status identified as extremely low, low, or moderate income household.

Project Schedule

The new Coeur d'Alene/Hagadone Center was completed in October 2016.

Attachment B
Project Budget
Grant Agreement between CITY of Coeur d'Alene and the
Boys and Girls Club of Kootenai County

Budget Item	CDBG Funds	Other Funding	Total Project Costs
Personnel			
Number of Employees & Job Title			
Salaries Total			
Fringe Benefits			
Personnel Total			
Project Costs			
Acquisition:			
Appraisal Costs:			
Design:		\$7,500	\$27,500
Architectural/Engineering:	\$83,000	\$40,000	\$140,000
Construction:		\$2,332,500	\$2,332,500
Permits & Fees:			
Insurance:			
Legal Fees:			
Financing:			
Other: Indirect			
Total Operating Costs:			
Total	\$83,000	\$2,380,000	\$2,500,000

PUBLIC WORKS COMMITTEE STAFF REPORT

DATE: September 25, 2017
FROM: Mike Becker, Wastewater Utility Project Manager
SUBJECT: Agreement for Professional Engineering Services with J-U-B Engineers, Inc.

=====

DECISION POINT:

The Council is requested to authorize an agreement with J-U-B Engineers, Inc. 7825 Meadowlark Way, Coeur d'Alene, ID 83815, for professional engineering services for the 2017/18 Wastewater Collection System Capital Improvement Projects (CIP) at a cost of \$227,000.00.

HISTORY:

Each year and in conformance to the Wastewater Collection System Master Plan, the Wastewater Utility (WW) budgets and prioritizes replacement and/or rehabilitation of the City's aging sewer infrastructure. This requires the professional services from our (RFP) pre-approved local consultant, J-U-B Engineers, Inc. A copy of 2017/18 Agreement for Professional Services with J-U-B is accompanying this staff report.

FINANCIAL ANALYSIS:

2017/18 Wastewater Collection System CIP Tasks:

Task 000 – Project Administration/Meetings:	\$ 6,200.00
Task 100 – Trenchless Rehabilitation Projects (CIPP):	\$ 83,600.00
Task 200 – Open Trench Replacement Projects:	\$ 47,100.00
Task 300 – Inflow Identification & Reduction:	\$ 10,000.00
Task 400 – Capital Improvement Project:	\$ 25,000.00
Task 500 – Reserve Management Fund:	\$ 25,000.00
Task 700 – Master Plan Updates:	\$ 22,400.00
Task 800 – M-Interceptor Point Repair:	\$ 7,700.00
Total:	\$ 227,000.00

During FY 2017/18, the WW budgeted \$750,000.00 for completing the aforementioned CIP tasks.

PERFORMANCE ANALYSIS:

Since 2008, J-U-B has historically demonstrated their commitment and responsiveness to the City and has successfully performed the above tasks to WW's satisfaction.

RECOMMENDATION:

The Council is requested to authorize an agreement with J-U-B Engineers, Inc. for professional engineering services for tasks associated with the 2017/18 Wastewater Collection System Capital Improvement Projects at a cost of \$227,000.00.

AGREEMENT

for

PROFESSIONAL SERVICES

between

CITY OF COEUR D'ALENE

and

J-U-B ENGINEERS, INC

for

CITY OF COEUR D'ALENE WASTEWATER UTILITY
2018 WASTEWATER COLLECTION SYSTEM CAPITAL IMPROVEMENT
PROJECTS

THIS AGREEMENT, made and entered into this 17th day of September, 2017 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.**, an Idaho corporation, with its principal place of business at 7825 Meadowlark Way, Coeur d'Alene, ID 83815, hereinafter referred to as the "Consultant."

W I T N E S S E T H:

WHEREAS, The City has collection system projects scheduled for Fiscal Year 2017-2018, summarized as follows:

- Project Administration/Meetings
- Trenchless Rehabilitation Projects
- Open Trench Replacement Projects
- Inflow Identification and Reduction
- Capital Improvement Projects – Pending City authorization
- Reserve Management Fund
- Master Plan Updates
- M-Interceptor Point Repair

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. 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, ID 83815.
- C. The term "Mayor" means the mayor of the City of Coeur d'Alene or Mayor's authorized representative.
- D. The term "Fixed Fee" shall mean compensation based on the cost breakdown as shown in Attachment 1 – Basis of Fee.

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. The Consultant shall perform the services described in Attachment "1," entitled Scope of Services, subject to and consistent with the terms of Attachment "1," attached hereto and incorporated herein by reference.

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 or under his direct supervision, and 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 Workmen's Compensation coverage on all employees, including employees of subcontractors, during the term of this agreement as required by Idaho Code Section 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 written "Notice To Proceed" following execution of this agreement and shall be completed by September 30, 2018.

Section 6. Compensation.

A. Subject to the provisions of this Agreement, the City shall pay the Consultant the total sum of Two Hundred Twenty-seven Thousand Dollars and NO / 100 (\$227,000.00).

B. Total compensation for all services and expenses for the term of this Agreement shall not exceed the amount provided in Attachment "A" without amendment of this Agreement. The amount of compensation shall be subject to renegotiation only if the scope of the services are significantly expanded or modified beyond the tasks identified herein.

C. Subject to the limitations set forth in Section 6(B) hereof, the Consultant is not obligated to continue performance hereunder or otherwise to incur costs in excess of the total estimated fee cited above as Consultant's compensation for all or part of the Project, unless and until the City has notified Consultant in writing that such total estimated fee has been increased and specifying the estimated fee then allocated for the Services to be covered by the Consultant's Compensation.

D. 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.

Section 7. Method and Time of Payment. Consultant invoices will be submitted once every month and will be based upon services completed at the time of the billing. Invoices shall reflect the total work performed during the invoice period and shall show the costs incurred as well as a percentage of the total fixed fee. 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. The Consultant will notify the City when 75% of the total cost is attained and will determine how the remainder of the work will be completed for the remaining cost authorization. Documentation of major expenditures shall be submitted with the monthly invoices. Payment will be made on the 4th Tuesday of the month for invoices that are received and reviewed as being acceptable by the second Tuesday of that month.

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 his

obligations under this agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this agreement, the City shall thereupon, after providing Consultant reasonable time to remedy the deficiency, 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 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 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 10. 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 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. 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. 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. 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 subconsultant,

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.

C. The Consultant will make efforts to award subconsultant agreements to Minority and Women-owned business (MBE/WBE). Consultant will document efforts to negotiate contracts with MBE/WBE firms.

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 by the City.

Section 14. Interest of Consultant. The Consultant covenants that he presently has no 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, electronic files, 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 subconsultants. To the extent allowed by law, the City shall indemnify and hold harmless the Consultant and Consultant's subconsultants from all claims, damages, losses, and expenses, including attorneys' 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, 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. To this end, Consultant shall maintain general liability insurance in at least the amounts 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. Special Conditions. 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 under Chapter 9, Title 6, Section 24 of the Idaho Code.

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 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. 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. Insurance provider shall provide Consultant thirty (30) days notice prior to cancellation of the policy for any reason, in which case the Consultant shall promptly notify the City.

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

CITY OF COEUR D'ALENE

J-U-B ENGINEERS, INC.

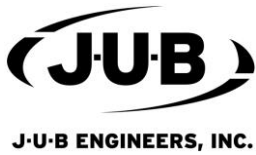
Steve Widmyer, Mayor

ATTEST:

ATTEST:

Renata McLeod, City Clerk

Name / Title



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

Attachment 1 – Scope of Services, Schedule, and Basis of Fee

The Agreement for Professional Services is amended and supplemented to include the following provisions regarding the Scope of Services, Schedule of Services, and the Basis of Fee:

For the purposes of this attachment, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

BACKGROUND

This scope of work is a continuation of services for the City of Coeur d'Alene Wastewater Department's Collection System Projects. The work encapsulates capital improvement projects from the 2013 Collection System Master Plan Update, as well as the Department's yearly replacement and rehabilitation projects. Additional efforts to identify and remove inflow from the collection system have also been included to reduce peak flows during storm events, thereby maintaining adequate reserve capacity in the collection system and reducing the peak hydraulic load to the wastewater treatment facility.

This Scope of Services is separated into the tasks outlined below and detailed in the following pages.

SCOPE OF SERVICES

J-U-B's Services for this Agreement consist of the following:

Task 000: Project Administration and Client Meetings
Task 100: Trenchless Rehabilitation Projects
Subtask 001: Planning: Condition Assessment and Rehabilitation Prioritization - <i>Reserved</i> ^A
Subtask 002: Design: Cured-in-Place Pipe (CIPP)
Subtask 102: Construction Management Services: Cured-in-Place Pipe (CIPP)
Task 200: Open Trench Replacement Projects
Subtask 001: Design: Open Trench Project - RR.15 & RR.16
Subtask 002: Design: Open Trench Point Repair
Subtask 101: Construction Management Services: Open Trench Project – <i>Reserved</i> ^A
Subtask 102: Construction Management Services: Open Trench Point Repair
Task 300: Inflow and Infiltration Reduction
Task 400: Capital Improvement Projects
Task 500: Management Reserve
Task 600: GIS Services – under separate contract
Task 700: Master Plan Updates
Subtask 001: East Sherman Wastewater Surcharge Fee Analysis
Task 800: M-Interceptor Point Repair
Subtask 001: Construction Support

^A Some tasks are ongoing or recurring, but may not be budgeted for the current fiscal year. As such, these items have no work scope or fee assigned, and are denoted "Reserved" to retain consistency in task organization from year to year.

TASK 000: PROJECT ADMINISTRATION AND CLIENT MEETINGS

J-U-B will provide Project Management for the Collection System Projects as follows:

- Set up Project into J-U-B's accounting and record keeping systems for document retention and project controls.
- Regularly communicate with CLIENT about project status, budget and schedule, as project progress requires.
- During periods of project activity, provide a monthly report to CLIENT on project status, budget and schedule. This report may be in the form of an email or an attachment to the monthly invoice.
- Provide a monthly invoice including budget status.
- Provide ongoing document handling and filing.
- Close-out the Project in J-U-B's accounting and record keeping systems.

TASK 100: TRENCHLESS REHABILITATION PROJECTS

SUBTASK 001: CONDITION ASSESSMENT AND PRIORITIZATION

This task was completed in 2014 and has been implemented as part of the ongoing rehabilitation and replacement projects. Based on preliminary discussions with the CLIENT in FY2017, no work is anticipated for this task in FY2017/18 and is not included in this scope of services.

If CLIENT identifies tasks under this item, the work will be completed under Task 500: Management Reserve.

SUBTASK 002: DESIGN: CURED-IN-PLACE PIPE (CIPP)

CLIENT has identified the following project goals for cured-in-place pipe rehabilitation in FY2017/18:

1. Schedule A: 30-in M-Interceptor (M1-11A to M1-08, 966 LF)
2. Schedule B: 7,500 to 10,000 LF of 8-in to 15-in diameter (various locations)

Concept Design

- J-U-B will conduct a kick-off meeting with CLIENT to determine project goals, objectives, milestones, and list of potential reaches for the project.
- J-U-B will prioritize CCTV inspections of reaches previously reviewed by ENGINEER in FY2017 (approximately 13,800 LF) to confirm suitability for CIPP rehabilitation.
- J-U-B will develop CIPP rehabilitation schedules for reaches identified to be rehabilitated - estimated maximum of 10,000 LF.
- J-U-B will integrate proposed reaches into GIS and develop concept exhibits for review. Recommended open trench point repairs necessary to be completed prior to CIPP rehabilitation will be prioritized and implemented under Task 200 – Subtask 002 Open Trench Point Repair Design.
- J-U-B will develop a conceptual temporary sewage bypass pumping plan to include in the Schedule A bidding documents.
- J-U-B will prepare a preliminary opinion of probable cost based on historical average construction costs (on a per foot basis), adjusted for project construction year per the Construction Cost Index with 20% construction contingency.
- J-U-B will review concept exhibits, lateral schedules, prioritization, recommended point repairs, and concept opinions of probable cost with the Wastewater Utility. Following the concept review meeting, Wastewater Utility will identify approximately 7,500 to 10,000 LF of sewer mains for inclusion in the CIPP project. If additional reaches are identified later in the course of the project, reviewing CCTV inspection videos, modifying the exhibits, schedules, prioritization, etc. will be completed as an Additional Service.

Final Design

- J-U-B will update concept plans to reflect only those reaches identified for inclusion in the project.
- J-U-B will prepare final lateral schedules for inclusion in the Bid Documents.

- Develop Bid Documents suitable for competitive bidding. The Bidding Documents will be based on special provision technical specifications as required for the project.
- J-U-B will prepare an itemized final Opinion of Probable Cost based on historical average construction costs, adjusted for project construction year per the Construction Cost Index with 10% construction contingency.
- J-U-B will perform an internal Quality Control/ Quality Assessment review of the Bidding Documents.
- J-U-B will submit Client Review Bidding Documents for review by Wastewater Utility and CLIENT's legal counsel (3 hard copies).
- J-U-B will incorporate CLIENT comments and develop final Bidding Documents. J-U-B will produce 10 hard copies for distribution to CLIENT, plan holding agencies, and potential bidders.

SUBTASK 102: CONSTRUCTION MANAGEMENT SERVICES: CURED-IN-PLACE PIPE (CIPP)

- J-U-B will prepare a Request for Statements of Qualifications (SOQs) for CLIENT's use in advertising the project for contractor pre-qualification per Idaho Category B bidding laws.
- J-U-B will assist CLIENT to notify potential bidders of the project, respond to bidders' questions during the pre-qualification phase, and prepare and issue addenda as required to modify the request for SOQs.
- J-U-B will review SOQs as received, prepare SOQ summaries, review SOQs for general responsiveness, and issue a summary to the CLIENT and CLIENT's legal counsel for review and evaluation of SOQ responsiveness.
- J-U-B will prepare a Notice for Bids for CLIENT's use in soliciting competitive bids from pre-qualified contractors in accordance with state of Idaho code.
- J-U-B will respond to bidders' questions during the bidding phase, and prepare and issue addenda as required to modify the Bidding Documents.
- J-U-B will conduct one pre-bid meeting at CLIENT's office.
- J-U-B will assist in bid opening, review bids as received, prepare bid summaries, review bids for general responsiveness, and issue a summary to CLIENT and CLIENT legal counsel for review and evaluation of bid responsiveness.
- As directed by CLIENT, J-U-B will prepare a Notice of Award, draft Agreement, and Notice to Proceed for review, approval, and distribution by CLIENT.
- J-U-B will coordinate and attend regular construction meetings and prepare an agenda and list of construction items to be addressed.
- J-U-B will perform construction support as noted in "J-U-B Standard Exhibit A – Construction Phase Services", attached. Project duration and commitments are further defined in Attachment A. It is assumed that construction for the reaches will occur consecutively, i.e. without a temporary shutdown or similar delay by contractor.
- J-U-B will provide one electronic copy of as-built CIPP rehabilitation schedules for CLIENT's records.

TASK 200: OPEN TRENCH REPLACEMENT PROJECTS

SUBTASK 001: OPEN TRENCH DESIGN

CLIENT has identified the following project locations for future open trench sewer replacement.

1. **Schedule A (RR.15):** Alley from Short Ave to Walnut Ave between B St & C St: L1-08 to L1-09E (1,355± LF); Walnut, C to Gov't: L1-09D to L1-09E and L1-14A to L1-14 (385± LF)
 2. **Schedule B (RR.16):** 19th St. & Coeur d'Alene Ave, M3-03A to M3-03D (1,000± LF) and 20th & Coeur d'Alene: M3-03E to M3-03H (1,135± LF)
- J-U-B will provide engineering services to replace the existing sanitary sewer in its approximate existing alignment and grade. Minor adjustments to alignment and grade may be made to mitigate conflicts with other underground utilities or private property encroachment at the direction of the CLIENT. CLIENT will obtain right-of-entry and encroachment agreements from affected property owners as needed during design and construction.
 - 60% Design: J-U-B completed 60% design in FY2017.
 - **Bid Documents:** J-U-B will prepare bid documents as follows:

- J-U-B will review CLIENT comments to the 60% Design and prepare final design drawings and technical specifications for bidding purposes. CLIENT comments are expected to be minor in nature due to the previous review step; consequently, substantial revisions, separate bidding schedules, or development of additive alternates requested by the CLIENT will be completed under Task 500: Management Reserve upon specific authorization by the CLIENT. The Bid Documents will be based on City engineering standard drawings, the 2015 ISPWC technical specifications (as adopted and modified within the City standards), and supplemental technical specifications as required for the project. If the following items are requested, the work will be completed as Additional Services: preparation of separate bid schedules or additive alternates; designing or incorporating CLIENT designs for water systems; designing or incorporating CLIENT designs for storm water systems; extending the length of sanitary sewer replacement; full-width roadway replacement or redesign of roadway grades, curbs, gutters, pedestrian ramps, etc.
- J-U-B will prepare a final Opinion of Probable Cost based on historic average construction costs (on a per foot basis), adjusted for construction year prices per the Construction Cost Index with 10% construction contingency.
- J-U-B will conduct an internal Quality Control/ Quality Assurance review of the Bid Documents.
- J-U-B will provide 20 printed sets of the Bid Documents, including half-sized drawings (11x17), bid forms, contract forms, and technical specifications, for distribution to City departments, regulatory agencies, plan agencies, affected utilities, and interested bidders.

SUBTASK 002: OPEN TRENCH POINT REPAIR DESIGN

Open trench point repairs are anticipated to be required prior to completing CIPP rehabilitation in FY2017/18. The number and locations of point repairs are unknown, but approximately 5-10 point repairs are anticipated. Point repairs may include items such as replacing "lamp hole" cleanouts with standard manhole structures, replacing short segments of pipe to repair a break, offset joint, or diameter change.

- J-U-B will provide engineering services to identify location, type, and number of point repairs based on reviews of CCTV inspection videos completed by J-U-B in FY2017 and to repair the existing sanitary sewer in its approximate existing alignment and grade. Minor adjustments to alignment and grade may be made to mitigate conflicts with other underground utilities or private property encroachment at the direction of the CLIENT. CLIENT will obtain right-of-entry and encroachment agreements from affected property owners as needed during design and construction.
- It is not anticipated that topographic survey will be required for design and construction of point repairs. However, if it is discovered during the design phase that topographical survey will be necessary, J-U-B will provide these services as requested by CLIENT and authorized under Task 500 Management Reserve.
- J-U-B will collect, document, and review existing conditions as identified at the surface and through CCTV inspections (provided by CLIENT), and identify potential construction conflicts based on utilities as marked by others.
- J-U-B will prepare vicinity maps and exhibits using aerial photography provided by CLIENT, CLIENT's geographical information system data, and annotated site photos to document the location and extents of each point repair, relevant detail drawings, and reference to applicable City engineering standard details.
- J-U-B will prepare an opinion of probable cost based on prior years' average construction costs (on a per foot basis), adjusted for construction year prices per the Construction Cost Index with 15% construction contingency.
- J-U-B will prepare project specifications based on the 2015 ISPWC technical specifications (as adopted and modified within the City standards), and supplemental technical specifications as required for the project.
- If the following items are requested, the work will be completed as Additional Services: preparation of separate bid schedules or additive alternates; designing or incorporating CLIENT designs for water systems; designing or incorporating CLIENT designs for storm water systems; extending the length of sanitary sewer replacement; full-width roadway replacement or redesign of roadway grades, curbs, gutters, pedestrian ramps, etc.
- J-U-B will provide 10 printed sets of the Bid Documents, including vicinity maps, exhibits, bid forms, contract forms, and technical specifications, for distribution to CLIENT departments, regulatory agencies, plan agencies, affected utilities, and interested bidders.

SUBTASK 102: CONSTRUCTION MANAGEMENT SERVICES - OPEN TRENCH POINT REPAIR

It is assumed that the project construction cost will be less than \$200,000 and that three or more quotes will be solicited under the provisions of Idaho Code 67-2805(2). J-U-B will assist CLIENT with soliciting three or more quotes from licensed public works contractors, review and summarize the bids, and assist CLIENT with contract award.

- J-U-B will prepare a notice of award, agreement, and notice to proceed for review, approval, and distribution by CLIENT, and assist in contract award.

- J-U-B will perform construction support as noted in “J-U-B Standard Exhibit A – Construction Phase Services”, attached. Project duration and commitments are further defined in Attachment A. It is assumed that construction for the reaches will occur consecutively, i.e. without a temporary shutdown or similar delay by contractor.
- J-U-B will provide electronic copy record drawings for CLIENT records.

TASK 300: INFLOW AND INFILTRATION REDUCTION

The purpose of this task is to assist the CLIENT with identifying and eliminating sources of inflow into the wastewater collection system. This task will build and expand upon existing modeling and the 2002, 2004, 2005 Inflow Source Identification Technical Memoranda. Work efforts may include elements of the following general tasks: reviewing and / or prioritization of inflow sources identified in previous years, development of an overall process to continue identifying and removing inflow sources, smoke and dye testing, etc.

Flow monitoring was previously conducted from February 10 to March 25, 2015 to identify the magnitude of inflow from basins with suspected high inflow amounts. These include the Business, Central, Fort Grounds, and Lincoln Districts. The data is also to be used to confirm inflow assumptions utilized in the 2013 Collection System Master Plan Update and the degree of inflow removal completed to date in these basins.

A draft technical memorandum with preliminary findings was prepared in FY2016. Based on the preliminary findings, observed inflow contributions from the Business, Central, and Fort Grounds Districts were approximately similar to the amounts assumed in the 2013 Sewer Model. The Lincoln District observed significantly more inflow contribution than previously assumed, suggesting further detailed study may be warranted.

This task will be more fully defined by CLIENT in FY2017/18 and may include tasks to identify specific inflow sources, such as sub-basin flow monitoring, smoke testing, and dye testing.

TASK 400: CAPITAL IMPROVEMENT PROJECTS

ENGINEER shall provide engineering services for tasks requested and authorized by CLIENT for items related to Capital Improvement Projects identified in CLIENT’s 2013 Collection System Master Plan Update. Services may include, but are not limited to, preparing conceptual design and opinions of probable cost for capital improvement projects previously identified in the Master Plan.

TASK 500: MANAGEMENT RESERVE

The Services outlined hereinafter are not currently anticipated and shall only be provided by the ENGINEER when requested and authorized by CLIENT. Such authorization shall also state the negotiated amount and method of compensation by the CLIENT. When authorized, the ENGINEER will:

- Additional public meetings or outreach as requested by CLIENT.
- Investigate existing residential service lines, including connections at the home and sewer main, location on private property, elevation / grade, and related details.
- Evaluate, design, and support the CLIENT during construction activities for lateral rehabilitation or sewer main to lateral connection repair, or assist in the development of a lateral rehabilitation “pilot” program.
- Prepare design criteria and calculations for a manhole rehabilitation coating system to provide structural rehabilitation.
- Perform detailed manhole condition assessment, testing, and/or structural evaluation.
- Prepare exhibits and descriptions for CLIENT’s use in acquiring easements for the open trench reaches.
- Provide additional construction administration services due to delays in construction as a result of contractor’s activities, or as requested by CLIENT, which extend the construction phase beyond the timeframe assumed above.
- Re-design or update the plans and specifications for bidding and construction in subsequent projects or years.
- Perform dye testing and related field work to identify if service laterals are active or inactive for the Open Trench project.
- Review product substitution requests submitted by the Contractor.
- Perform property boundary surveys.
- Update CLIENT’s geographical information system (GIS) database.
- Update CLIENT’s previously completed Master Plan Model to reflect conditions present through the date of the Agreement.

- Capacity evaluation of pipe segments downstream of CIP project C.2 identified in the 2013 Master Plan Update.
- Procure the services of or coordinate with archaeologists to address archaeological findings within the PROJECT area.
- Assist the CLIENT in reporting or otherwise managing removal of hazardous waste or petroleum contaminated soils which may be encountered during construction.
- Assist the CLIENT with detailed geotechnical investigations and/or structural evaluations required when unexpected sub-surface conditions or structural concerns are encountered during the course of design or construction (other than as identified in the preceding tasks).
- Extend the geotechnical evaluation area, conduct additional exploratory borings, provide preliminary shoring or trenching designs, and related tasks not enumerate in the preceding tasks.
- Perform flow monitoring to supplement previously obtained data.
- Additional meetings or public outreach as requested by CLIENT.

And other additional services specifically requested by CLIENT.

TASK 700: MASTER PLAN UPDATES

SUBTASK 001: EAST SHERMAN INCREASED DENSITY ANALYSIS

The 2013 Collection System Master Plan Update provides a hydraulic Master Plan Model that represents build-out of the future wastewater service area to the planning extents identified through the course of that study. The Master Plan Model was based on the zoning in place at the time of its development, the City’s Comprehensive Plan (2007-2027), and as selected by the City at the time of the study for areas without established planned densities. Results of the Master Plan Model were used to establish a Capital Improvement Plan (CIP) which prioritizes collection system improvements necessary to relieve capacity issues, replace deteriorated segments of the system, and implement improvements that will be needed as infill occurs in the City and as the wastewater service area is expanded to the future service boundary.

CLIENT would like to review the zoning and future land-use assumptions from the 2013 Master Plan Model for alignment with recent infill development activity and ongoing land-use planning efforts in the East Sherman area (the study is generally recognized herein as the area east of 19th Street that is outside the current City limits and extending to the study boundary in the 2013 Master Plan.)

CLIENT would like to review Master Plan CIP projects C.2, C.6, and C.8 affected by development in the East Sherman area, determine number of ERUs that could be realized with growth at a greater density than assumed in the Master Plan, and review and update engineer’s opinions of probable costs for improvements deemed necessary to convey projected wastewater flows from the area.

ENGINEER will review Committed and Master Plan Baseline Conditions as follows:

- Summarize the study area baseline conditions in the 2013 Master Plan Update, including committed service area, master planned boundary, number of equivalent residential units (ERUs), and flow parameters.
- Summarize the committed and master planned flows, depth/diameter (d/D), and reserve capacity for the project area.
- Update CIP project costs for 2018 dollars based on preliminary design completed with CLIENT in 2016; determine the project costs on a per-ERU basis based on projected ERUs at build-out within the master plan boundary.
- Prepare a memorandum summarizing master plan baseline conditions and conclusions and meet with the CLIENT to review the memorandum.

ENGINEER will develop Revised Density Analysis as follows:

- Conduct a workshop with CLIENT to review potential revisions to land-use densities in the study area. CLIENT will coordinate with other departments as appropriate for meeting attendance.
- Utilize the 2013 Master Plan model for the increased density analysis herein. Note that no revisions to the Master Plan Model (which reflects conditions through April 2012) are included in this scope of work. If an update is deemed necessary by CLIENT, the update will be completed as an Additional Service.
- Incorporate increased densities (as determined by CLIENT) into the 2013 Master Plan model. Develop updated depth/diameter (d/D) and reserve capacity plots based on the projected wastewater generation, identify resulting capacity issues, and identify potential solutions. Based on discussions with CLIENT during scoping, it is assumed that the maximum size for the M-Interceptor upstream of M1-20 will be 24-inches. If the increased densities established by CLIENT require pipe sizes greater than 24-inches, a revised analysis to determine the maximum capacity of a 24-in

interceptor through C.2 will be completed and the resulting maximum number of ERUs in the expanded service area will be determined through an iterative process.

- Review the CIP costs for C.2 and C.8 and determine the cost per ERU for the project(s) with increased density beyond the existing City limits.
- Prepare a memorandum summarizing the increased density analysis conclusions and meet with the CLIENT to review the memorandum.

ENGINEER will provide a final technical memorandum documenting the conclusions of the analysis. The technical memorandum will be an addendum to the 2013 Master Plan with the intent to incorporate the findings into a future comprehensive update performed by ENGINEER.

TASK 800: M-INTERCEPTOR POINT REPAIR

The M-Interceptor has been identified as needing rehabilitation due to deterioration caused by hydrogen sulfide corrosion and is prioritized for the FY2017/18 CIPP project. In anticipation of the FY2017/18 CIPP project, CLIENT performed condition assessment using CCTV inspection in summer 2017. During the course of the inspection, CLIENT identified a hole in the top of the 30-in diameter reinforced concrete pipe approximately 6-ft downstream of manhole M1-09 (located in the intersection of 8th St and Pine Ave.) The hole appears to be covered using wood timbers and planks, thought to be remnants of cribbing used during the course of construction (estimated circa 1940). The hole must be patched prior to CIPP rehabilitation. Also, the hole creates some risk of a void in the soil above the pipe which may lead to roadway settling. In FY2017, J-U-B assisted CLIENT with evaluating trenchless repair alternatives. CLIENT selected to utilize a repair method involving expanding and locking stainless steel internal repair sleeves which may be installed using an inflatable plug. CLIENT intends to solicit three or more quotations from licensed public works contractors to complete the repair.

Internal Repair Sleeve:

- J-U-B will assist CLIENT with pre-construction planning. CLIENT will procure the services of a public works contractor.
- J-U-B will observe demonstration of an internal repair sleeve on a 24-in pipe performed by the selected contractor.
- J-U-B will observe installation of sewer plugs and pipe cleaning performed by the selected contractor. This work by the contractor is intended in order demonstrate the ability to block the flow and the duration that the flow may be stopped without surcharging the collection system.
- J-U-B will participate in a pre-installation conference with CLIENT and contractor.
- J-U-B will observe installation of the internal repair sleeve.

Soil Void Detection and Stabilization:

- J-U-B will assist CLIENT with evaluating alternative methods to detect subsurface voids such as ground penetrating radar (GPR). CLIENT will procure services for void detection, as determined necessary by CLIENT.
- J-U-B will evaluate alternative soil stabilization methods and products and the suitability for repairing voids which may be detected. If geotechnical or other specialized analysis, materials testing, or subsurface exploration is necessary, it will be provided separately if specifically requested by CLIENT and authorized under Task 500: Management Reserve.
- J-U-B will assist CLIENT with planning the implementation of soil stabilization services and will observe the activities. CLIENT will procure the services of soil stabilization, as determined necessary by CLIENT.

SCHEDULE OF SERVICES

Predicated upon timely receipt of CLIENT-provided information, typical review periods, and active direction during work, J-U-B anticipates the following schedule for the Services listed:

Task	Days	Compensation and Type
Task 000: Project Administration and Client Meetings	<i>As needed</i>	\$6,200 T&M ^A
Task 100: Trenchless Rehabilitation Projects		
Subtask 001: Condition Assessment and Prioritization Methodology	-	<i>Reserved</i>
Subtask 002: Design: Cured-in-Place Pipe	60	\$30,000 T&M ^A
Subtask 102: CMS: Cured-in-Place Pipe	- ^B	\$53,600 T&M ^{A, B}
Task 200: Open Trench Replacement Projects		
Subtask 001: Design: Open Trench Project – RR.15 & RR.16	30	\$23,300 T&M ^A
Subtask 002: Design: Open Trench Point Repairs	60	\$7,300 T&M ^A
Subtask 101: CMS: Open Trench Project	<i>Reserved</i>	
Subtask 102: CMS: Open Trench Point Repairs	- ^B	\$16,500 T&M ^{A, B}
Task 300: Inflow and Infiltration Reduction	<i>As requested</i>	\$10,000 T&M ^A
Task 400: Capital Improvement Projects	<i>As requested</i>	\$25,000 T&M ^A
Task 500: Management Reserve	<i>As requested</i>	\$25,000 T&M ^A
Task 600: GIS Services – under separate contract		
Task 700: Master Plan Updates		
Subtask 001: East Sherman Wastewater Surcharge Fee Analysis	90	\$22,400 T&M ^A
Task 800: M-Interceptor Point Repair		
Subtask 001: Construction Support	- ^B	\$7,700 T&M ^{A, B}

^A Time and Materials estimates shall be paid at J-U-B's Standard Billing rates.

^B Dependent on construction schedules developed by the successful bidder.

ATTACHMENT 1



BASIS OF FEE

TASK		Principal	Project Manager	Project Engineer	Design Engineer	QC / Tech Adv	Professional Land Surveyor	Survey Crew	Survey Tech	Construction Observation	CAD Design	Clerical	Subconsultants and Expenses	Item Subtotal	Subtask Total		
000 PROJECT ADMINISTRATION AND CLIENT MEETINGS																	
	-001	PROJECT ADMINISTRATION														\$6,200	
			24									15		\$4,500			
			12											\$1,700			
100 TRENCHLESS REHABILITATION PROJECTS																	
	-001	PLANNING: CONDITION ASSESSMENT AND REHABILITATION PRIORITIZATION															
			<i>Reserved</i>														
	-002	DESIGN: CURED-IN-PLACE PIPE (CIPP)														\$30,000	
		Schedule A: 30" M-Interceptor (M1-11A to M1-08, 966 LF)															
		Schedule B: 5,000-10,000 LF (8"-15" dia.)															
		Concept Design													\$0		
			2		4							1		\$700			
			6		12									\$1,900			
			8		25							8		\$3,900			
			8		20						10			\$3,800			
			8		16	2					8			\$3,700			
			8		16	2						8		\$3,500			
			4		8									\$1,200			
		1	4		8	2						4		\$2,200			
			2		4									\$600			
		Final Design													\$0		
			2		10							2		\$1,300			
			2		8						2			\$1,200			
			2		4							5		\$1,000			
			2		6									\$800			
			2		6									\$800			
		1	4		8	2						2		\$2,000			
			2		4									\$600			
			2		8							6	\$100	\$1,600			
	-102	CONSTRUCTION MANAGEMENT SERVICES: CURED-IN-PLACE PIPE (CIPP)														\$53,600	
		Bidder Pre-Qualification															
			1		2							2		\$500			
			1		2									\$300			
			1		2									\$300			
			1		2							2		\$500			
		Bid and Award															
			2		2							2		\$600			
			2		4							2		\$800			
			4		8							4		\$1,600			
			2		4							2		\$800			
		Construction Phase															
			2		4							2		\$1,200			
			6		14							2		\$2,200			
		2	8		40									\$5,100			
													\$500	\$31,200			
			4		8							4		\$3,500			
			4		8							6		\$1,900			
		Post-Construction Phase													\$0		
			2		16						8	8		\$3,100			
		Integrate record drawings into GIS													\$0		
		<i>under a separate contract for yearly GIS support</i>															

ATTACHMENT 1



BASIS OF FEE

TASK		Principal	Project Manager	Project Engineer	Design Engineer	QC / Tech Adv	Professional Land Surveyor	Survey Crew	Survey Tech	Construction Observation	CAD Design	Clerical	Subconsultants and Expenses	Item Subtotal	Subtask Total
200	OPEN TRENCH REPLACEMENT PROJECTS														
-001	DESIGN: OPEN TRENCH PROJECT - RR.15 & RR.16														\$23,300
	Project Locations (3,632± LF):														
	RR.15: Alley from Short to Walnut between B & C: L1-08 to L1-09E (1,355± LF); Walnut, C to Gov't: L1-09D to L1-09E and L1-14A to L1-14 (385± LF)														
	RR.16: 19th & Coeur d'Alene: M3-03A to M3-03D (1,000± LF) and 20th & Coeur d'Alene: M3-03E to M3-03H (1,135± LF)														
	Kick-off meeting				Completed FY17										
	Topographic survey				Completed FY17										
	60% Design				Completed FY17										
	Bid Documents														
	Final plan and profile; incorporate City comments		10		60						72		\$50	\$13,800	
	Cost opinion		2		8									\$1,000	
	Project specifications and bid schedule(s)		8		20							6		\$3,300	
	QC/QA review and incorporate comments		2		6	2						2		\$1,300	
	CITY review workshop: plans, cost opinion, next steps		4		4									\$900	
	Final Plans and Bid Documents (20 copies)		6		14						2	8	\$100	\$3,000	
-002	OPEN TRENCH POINT REPAIR DESIGN:				Assumes 5-10 point repairs										\$7,300
	Kick-off meeting		2		4							2		\$800	
	Field assess and prioritize point repairs		4		8									\$1,200	
	Prepare exhibits and specifications for City's review		2		12						16			\$2,900	
	Cost opinion		1		4									\$500	
	Review meeting with CITY		2		4					2	1	\$50		\$1,000	
	Incorporate City comments and prepare bidding documents		2		4							4		\$900	
-101	CONSTRUCTION MANAGEMENT SERVICES - OPEN TRENCH PROJECT				Reserved										
-102	CONSTRUCTION MANAGEMENT SERVICES - OPEN TRENCH POINT REPAIR				Assumes 5-10 point repairs										\$16,500
	Solicit 3 or more bids (assumes <\$200k bid solicitation per I.C. 67-2805(2))		2		4							4	\$50	\$1,000	
	Review and summarize bid results; Assist contract award		2		4							4		\$900	
	Pre-construction meeting		2		4							2	\$50	\$800	
	Submittal review		1		4									\$500	
	Construction Management (2 weeks of construction)	1	4		10								\$50	\$1,700	
	Construction Observation (8 hrs/day, 2 weeks)									80			\$150	\$7,800	
	Pay requests (2 total)		2		4							4		\$900	
	Final walkthrough and punchlist follow-up		2		2					6				\$1,000	
	Record drawings and project closeout		2		6					2	8	2		\$1,900	
300	INFLOW AND IDENTIFICATION REDUCTION														
-001	INFLOW AND IDENTIFICATION REDUCTION				tasks to be determined as requested by CLIENT										\$10,000
400	CAPITAL IMPROVEMENT PROJECTS														
-001	CAPITAL IMPROVEMENT PROJECTS				tasks to be determined as requested by CLIENT										\$25,000
500	MANAGEMENT RESERVE														
-001	MANAGEMENT RESERVE				tasks to be determined as requested by CLIENT										\$25,000
600	GIS SERVICES														
	under separate contract														

ATTACHMENT 1



BASIS OF FEE

TASK		Principal	Project Manager	Project Engineer	Design Engineer	QC / Tech Adv	Professional Land Surveyor	Survey Crew	Survey Tech	Construction Observation	CAD Design	Clerical	Subconsultants and Expenses	Item Subtotal	Subtask Total
700	MASTER PLAN UPDATES														
	-001 EAST SHERMAN WASTEWATER SURCHARGE FEE ANALYSIS														\$22,400
	Project Kick-off Meeting with CLIENT	completed													
	Master Plan Baseline Conditions														
	Review baseline build-out connections and flow parameters		2	6										\$1,100	
	Compare system capacity to master planned flows		2	6		1								\$1,300	
	Establish CIP costs and baseline capacity surcharge fee		6	2		1								\$1,300	
	Prepare technical summary		8	4							1	4		\$2,100	
	QC Review		1	1		4								\$1,000	
	Review meeting with CLIENT		4	4										\$1,100	
	Revised Density Analysis													\$0	
	Meeting with CLIENT to review revised densities	2	4	4		1								\$1,800	
	Apply revised densities to model		2	8										\$1,400	
	Run and Analyze Results		4	16		2								\$3,100	
	Establish reserve capacity with revised densities		2	2										\$600	
	Review CIP project costs (C.2 & C.8) and determine cost per ERU		8			1								\$1,300	
	Prepare technical summary		8	4							1	4		\$2,100	
	QC/QA review and incorporate comments	2	1	1		4								\$1,500	
	Review meeting with CLIENT		4	4										\$1,500	
	Finalize Technical Memorandum		4	2							2	2		\$1,200	
800	M-INTERCEPTOR POINT REPAIR														
	-001 CONSTRUCTION SUPPORT														\$7,700
	Internal Repair Sleeve														
	Assist CITY with pre-construction planning (CITY to procure contract)		2		2									\$500	
	Observe demonstration of internal repair sleeve on 24" pipe ("dry-run")		2		2									\$500	
	Observe plug installation and pipe cleaning ("wet dry-run")		4		4									\$900	
	Pre-installation coordination meeting		2		2									\$500	
	Observe internal repair sleeve		8		8								\$50	\$1,900	
	Soil Void Detection and Stabilization														
	Assist CITY with evaluating subsurface void detection methods		2		2	2								\$800	
	Evaluate soil stabilization alternatives (Uretek polymer or similar)		2		2	2								\$800	
	Assist CITY with soil stabilization planning (CITY to procure contract)		2		2									\$500	
	Observe soil stabilization		2		2					8			\$50	\$1,300	
BASIS OF FEE SUMMARY															
															TASK 000 - PROJECT ADMINISTRATION AND CLIENT MEETINGS
															\$6,200
															TASK 100 - TRENCHLESS REHABILITATION PROJECTS
															\$83,600
															TASK 200 - OPEN TRENCH REPLACEMENT PROJECTS
															\$47,100
															TASK 300 - INFLOW AND IDENTIFICATION REDUCTION
															\$10,000
															TASK 400 - CAPITAL IMPROVEMENT PROJECTS
															\$25,000
															TASK 500 - MANAGEMENT RESERVE
															\$25,000
															TASK 700 - MASTER PLAN UPDATES
															\$22,400
															TASK 800 - M-INTERCEPTOR POINT REPAIR
															\$7,700
															TOTAL
															\$227,000



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

J-U-B ENGINEERS, INC. Standard Exhibit A – Construction Phase Services

Client Name: City of Coeur d'Alene Wastewater Utility Project: 2018 Wastewater Collection System Capital Improvement Projects

The Agreement for Professional Services dated ____ is amended and supplemented to include the following agreement of the parties with respect to Services during the construction phase of the Project.

For the purposes of this exhibit, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

For the purposes of this exhibit, the term 'Contract Documents,' shall be defined as documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between CLIENT and contractor, Addenda (which pertain to the Contract Documents), contractor's bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and J-U-B's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

For the purposes of this exhibit, the term 'Work,' shall be defined as the entire construction or the various separately identifiable parts thereof required to be provided by the construction contractor under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction; all as required by the Contract Documents.

For the purposes of this exhibit, the term 'Site,' shall be defined as lands or areas indicated in the Contract Documents as being furnished by CLIENT upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by CLIENT which are designated for the use of contractor.

CONSTRUCTION PHASE SERVICES

J-U-B shall provide Construction Phase Services as agreed below. There is a "Yes" and "No" box to the left of each Service. If a box is marked "Yes", J-U-B agrees to perform the Service listed. If a box is marked "No", J-U-B undertakes no duty to perform the Service listed. If a duty or a condition of performance is listed below that is a responsibility of CLIENT, CLIENT's agreement to perform the same is assumed.

It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s) Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s) failure to furnish and perform their Work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be named as additional insureds under the general contractor's policies of general liability insurance.

Construction Phase

After receiving written authorization from CLIENT to proceed with the construction phase, J-U-B may provide the following Services with respect to this part of the Project:

- 1. General Administration of the Contract Documents. Consult with, advise, and assist CLIENT in J-U-B's role as CLIENT's representative. Relevant J-U-B communications with contractor shall be imputed to the CLIENT. Nothing contained in this Standard Exhibit A creates a duty in contract, tort, or otherwise to any third party; but, instead, the duties defined herein are performed solely for the benefit of the CLIENT. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.
2. Pre-Construction Conference. Participate in a pre-construction conference.

3. *Visits to Site and Observation of Construction / Resident Project Representative (RPR) Services.* In connection with observations of the Work while it is in progress:

- Yes
- No

a. *Periodic Site Visits by J-U-B.* Make visits to the Site at intervals appropriate to the various stages of construction, as J-U-B deems necessary, to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to J-U-B in this Agreement, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on J-U-B's exercise of professional judgment as assisted by the RPR, if any. Based on information obtained during such visits and observations, J-U-B will determine in general, for the benefit of CLIENT, if the Work is proceeding in accordance with the Contract Documents, and J-U-B shall keep CLIENT informed of the progress of the Work.

- Yes
- No

b. *Resident Project Representative ("RPR").* When requested by CLIENT, provide the Services of a RPR at the Site to provide more extensive observation of the Work. Duties, responsibilities, and authority of the RPR, are as set forth in the section entitled Resident Project Representative, herein. Through more extensive observations of the Work and field checks of materials and equipment by RPR, J-U-B shall endeavor to provide further protection to the CLIENT against defects and deficiencies in the Work. The furnishing of such RPR's Services will not extend J-U-B's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.

- Yes
- No

4. *Defective Work.* Recommend to CLIENT that the Work be disapproved and rejected while it is in progress if J-U-B believes that such Work does not conform generally to the Contract Documents or that the Work will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

- Yes
- No

5. *Clarifications and Interpretations; Field Orders.* Recommend to CLIENT necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Based on J-U-B's recommendations, CLIENT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

- Yes
- No

6. *Change Orders, and Work Change Directives.* Recommend to CLIENT Change Orders or Work Change Directives, as appropriate, and prepare required documents for CLIENT consideration. CLIENT may issue Change Orders or Work Change Directives authorizing variations from the requirements of the Contract Documents.

- Yes
- No

7. *Shop Drawings and Samples.* Review or take other appropriate action in respect to Shop Drawings, Samples, and other data that contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

- Yes
- No

8. *Substitutes.* Consult with and advise CLIENT concerning, and determine the acceptability of, substitute materials and equipment proposed by contractor.

- Yes
- No

9. *Inspections and Tests.* Make recommendations to CLIENT concerning special inspections or tests of the Work, and the receipt and review of certificates of inspections, testing, and approvals required by laws and regulations and the Contract Documents (but only to determine generally that the results certified indicate compliance with the Contract Documents).

- Yes 10. *Disagreements between CLIENT and Contractor.* Assist CLIENT in rendering formal written decisions on claims of CLIENT and contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In assisting in such decisions, J-U-B shall not be liable in connection with any decision rendered in good faith.

 No

- Yes 11. *Applications for Payment.* Based on J-U-B's on-site observations as an experienced and qualified design professional, and upon written request of CLIENT, review Applications for Payment and the accompanying supporting documentation. Assist CLIENT in determining the amounts owed to contractor and, if requested by CLIENT, recommend in writing to CLIENT that payments be made to contractor in such amounts. Such recommendations of payment will constitute a representation to CLIENT that, to the best of J-U-B's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, and subject to any subsequent tests called for in the Contract Documents or to any other qualification stated in the recommendation), and the conditions precedent to contractor's being entitled to such payments appear to have been fulfilled insofar as it is J-U-B's responsibility to observe the Work. In the case of unit price Work, J-U-B's recommendation of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). By recommending any payment and after reasonable inquiry, J-U-B shall not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by J-U-B to check the quality or quantity of the Work as it is furnished and provided beyond the responsibilities specifically assigned to J-U-B in this Agreement and the Contract Documents. J-U-B's review of the Work for the purposes of recommending payments will not impose on J-U-B the responsibility to supervise, direct, or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or contractor's compliance with laws and regulations applicable to its furnishing and performing the Work. J-U-B's review will also not impose responsibility on J-U-B to make any examination to ascertain how or for what purposes contractor has used monies paid to contractor by CLIENT; to determine that title to any of the Work, including materials or equipment, has passed to CLIENT free and clear of any lien, claims, security interests, or encumbrances; or that there may not be other matters at issue between CLIENT and contractor that might affect the amount that should be paid.

 No

- Yes 12. *Contractor's Completion Documents.* Receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, Shop Drawings, Samples, other data approved, and the annotated record documents which are to be assembled by contractor in accordance with the Contract Documents (such review will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspection, tests, or approvals indicates compliance with, such Contract Documents); transmit them to CLIENT with written comments.

 No

- Yes 13. *Substantial Completion.* Promptly after notice from CLIENT that contractor considers the Work for this part of the Project is ready for its intended use, in company with CLIENT and contractor, conduct a site visit to determine if the Work is substantially complete. Provide recommendation to CLIENT relative to issuance of Certificate of Substantial Completion.

 No

- Yes 14. *Final Notice of Acceptability of the Work.* Assist CLIENT in conducting a final inspection to determine if the completed Work is acceptable so that J-U-B may recommend, in writing, that final payment be made to contractor.

 No

- Yes 15. *Additional Tasks.* Perform or provide the following additional construction phase tasks or deliverables as delineated in Attachment 1 – Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.

 No

General Limitation of Responsibilities. J-U-B shall not be responsible for the acts or omissions of any contractor or of any of their subcontractors, suppliers, or any other individual or entity performing or furnishing any of the Work. J-U-B shall not be responsible for failure of any contractor to perform or furnish the Work in accordance with the Contract Documents. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.

J-U-B's Construction Phase Services will be considered complete on the date of Final Notice of Acceptability of the Work.

Post-Construction Phase

After receiving authorization from CLIENT to proceed with the post-construction phase, J-U-B may:

- Yes
 No
1. *Testing/Adjusting Systems.* Provide assistance in connection with the testing and adjusting of equipment or systems.

- Yes
 No
2. *Operate/Maintain Systems.* Assist CLIENT in coordinating training for CLIENT's staff to operate and maintain equipment and systems.

- Yes
 No
3. *Control Procedures.* Assist CLIENT in developing procedures for control of the operation and maintenance of, and recordkeeping for, equipment and systems.

- Yes
 No
4. *O&M Manual.* Assist CLIENT in preparing operating, maintenance, and staffing manuals.

- Yes
 No
5. *Defective Work.* Together with CLIENT, visit the Project to observe any apparent defects in the Work, assist CLIENT in consultations and discussions with contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.

- Yes
 No
6. *Record Surveying.* Provide field surveying of readily accessible elements of the final completed construction to supplement the preparation of Record Drawings.

- Yes
 No
7. *Record Drawings.* Furnish a set of reproducible prints of Record Drawings showing significant changes made during the construction process, based on the annotated record documents for the Project furnished by the contractor.

- Yes
 No
8. *Warranty Inspection.* In company with CLIENT or CLIENT's representative, provide an inspection of the Project within one month before the end of the contractor correction period to ascertain whether any portion of the Work is subject to correction.

- Yes
 No
9. *Additional Tasks.* Perform or provide the following additional post-construction phase tasks or deliverables as listed in Attachment 1 - Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.

The Post-Construction Phase Services may commence during the construction phase and, if not otherwise modified by the mutual agreement of CLIENT and J-U-B, will terminate at the end of the correction period.

CONSTRUCTION PHASE ADDITIONAL SERVICES

If authorized by CLIENT and expressly agreed by J-U-B; or, if performed by J-U-B with the knowledge of the CLIENT after the signing of the Agreement for Professional Services, J-U-B shall furnish or obtain from others Additional Services of the types listed in this paragraph:

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by CLIENT if the resulting change in compensation for Construction Phase Services is not commensurate with the Services rendered; Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by contractor and Services after the award of the contract; Services in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor; and Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material equipment, or energy shortages.
2. Services involving out-of-town travel required of J-U-B other than visits to the Site or CLIENT's office.
3. Assistance in connection with bid protests, rebidding, or renegotiating the Construction Agreement.
4. Services in connection with any partial utilization of the Work by CLIENT prior to Substantial Completion.
5. Additional or extended Services during construction of the Work made necessary by (a) emergencies or acts of God endangering or delaying the Work, (b) the discovery of constituents of concern, (c) Work damaged by fire or other cause during construction, (d) a significant amount of defective Work, (e) acceleration of the progress schedule involving Services beyond normal working hours, and (f) default by contractor, including extensions of the construction period.
6. Evaluating an unreasonable number of claims submitted by contractor or others in connection with the Work.
7. Protracted or extensive assistance in refining and adjusting any equipment or system (such as initial startup, testing, adjusting, and balancing).
8. Services or consultations after completion of the construction phase, such as excessive inspections during any correction period and reporting observed discrepancies under guarantees called for in the Construction Agreement for the Work (except as agreed to under Construction Phase Services).
9. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration, or other legal or administrative proceeding involving the Project to which J-U-B has not been made a party.
10. Additional Services in connection with the Work, including Services which are to be furnished by CLIENT and Services not otherwise provided for in this Agreement.

RESIDENT PROJECT REPRESENTATIVE

If provided as part of Construction Phase Services, J-U-B shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist J-U-B in observing progress and quality of the Work. The RPR, assistants, and other field staff may provide full-time representation or may provide representation to a lesser degree.

Through such additional observations of the Work and field checks of materials and equipment by the RPR and assistants, J-U-B shall endeavor to provide further protection for CLIENT against defects and deficiencies in the Work. It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s)' Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s)' failure to furnish and perform their Work in accordance with the Contract Documents.

The RPR's duties under this Agreement shall be strictly limited to the following:

1. *General.* RPR is J-U-B's agent at the Site, will act as directed by and under the supervision of J-U-B, and will confer with J-U-B regarding RPR's actions.
2. *Schedules.* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by contractor and consult with CLIENT concerning acceptability of such schedules.
3. *Conferences and Meetings.* When requested by CLIENT to do so, attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.
4. *Liaison.* Serve as J-U-B's liaison with CLIENT.

5. *Interpretation of Contract Documents.* Report to CLIENT when clarifications and interpretations of the Contract Documents are needed.
6. *Shop Drawings and Samples.* Receive and record date of receipt of reviewed Samples and Shop Drawings.
7. *Modifications.* Consider and evaluate contractor's suggestions for modifications to Drawings or Specifications and report, with RPR's recommendations, to CLIENT. Transmittal to contractor of written decisions as issued by J-U-B will be in writing.
8. *Review of Work and Rejection of Defective Work.*
 - a) Conduct on-site observations of the Work to assist J-U-B in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
 - b) Report to CLIENT whenever RPR believes that any part of the Work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents; has been damaged; or does not meet the requirements of any inspection, test, or approval required to be made. Advise CLIENT of that part of the Work that RPR believes should be corrected, rejected, or uncovered for observation, or that requires special testing, inspection, or approval.
9. *Inspections, Tests, and System Startups.*
 - a) Advise CLIENT in advance of scheduled major inspections, tests, and system start-ups for important phases of the Work.
 - b) Verify that tests, equipment, and system start-ups and operating and maintenance training is conducted in the presence of appropriate personnel and that contractor maintain adequate records thereof.
 - c) Observe, record, and report to CLIENT appropriate details relative to the test procedures and system start-ups.
 - d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to CLIENT.
10. *Records.*
 - a) Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, J-U-B's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals, and other Project-related documents.
 - b) Prepare a daily report or keep a diary or log book, recording contractor's and subcontractors' hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; furnish copies of such records to CLIENT.
 - c) Maintain accurate, up-to-date lists of the names, addresses, e-mail addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.
 - d) Maintain records for use in preparing documentation of the Work.
 - e) Upon completion of the Work with respect to the Project, furnish a complete set of all RPR Project documentation to CLIENT.

11. *Reports.*
 - a) Furnish to CLIENT periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - b) Present to CLIENT proposed Change Orders, Work Change Directives, and Field Orders.
 - c) Furnish to CLIENT copies of all inspection, test, and system startup reports.
 - d) Report immediately to CLIENT the occurrence of any Site accidents, emergencies, acts of God endangering the Work, property damaged by fire or other causes, and the discovery or presence of any constituents of concern.
12. *Payment Request:* Review Applications for Payment for compliance with the established procedure for their submission and forward with recommendations to CLIENT, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site, but not incorporated in the Work.
13. *Certificates, Operation and Maintenance Manuals.* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals, and other data required by the Specifications to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to CLIENT for review.
14. *Completion.*
 - a) Before issuing a Certificate of Substantial Completion, submit to CLIENT a list of observed items requiring completion or correction.
 - b) Observe whether contractor has arranged for inspections required by laws and regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Project.
 - c) Participate in a final inspection in the company of CLIENT and contractor and prepare a final list of items to be completed or corrected with respect to the Work.
 - d) Observe whether all items on final list have been completed or corrected and make recommendations to CLIENT concerning acceptance and issuance of CLIENT's Final Notice of Acceptability of the Work.

The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of J-U-B's authority as set forth in the Agreement for Professional Services .
3. Undertake any of the responsibilities of contractor, subcontractors, suppliers, or contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction or of the Work, unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CLIENT or contractor.
6. Participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized.
7. Accept Shop Drawing or Sample submittals from anyone other than J-U-B.
- 8.. Authorize CLIENT to occupy the Work in whole or in part.

CLIENT'S RESPONSIBILITIES

Except as otherwise provided herein or in the Agreement for Professional Services, CLIENT shall do the following in a timely manner so as not to delay the Services of J-U-B and shall bear all costs incident thereto:

1. Provide, as may be required for the Project, such legal services as CLIENT may require or J-U-B may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by contractor.
2. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and Substantial Completion, final payment, and other inspections.
3. Give prompt written notice to J-U-B whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of J-U-B's Services, or any defect or nonconformance in J-U-B's Services or in the Work of any contractor.
4. Render all final decisions related to: 1) changes or modifications to the terms of the construction contract, 2) acceptability of the Work, and 3) claims or Work stoppages.
5. Unless included in J-U-B Scope of Services, provide construction staking and materials testing services for the project.

The Client agrees to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The Client further agrees to require all contractors to have their CGL policies endorsed to name the Client, the Consultant and its sub-consultants as Additional insureds, on a primary and noncontributory basis, and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The Client shall require all contractors to furnish to the Client and the Consultant certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the Client shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the Client, the Consultant and its sub-consultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors.

INDEMNIFICATION

In addition to any other limits of indemnification agreed to between the Parties, CLIENT agrees to indemnify and hold harmless J-U-B, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work. This is to include, but not to be limited to any such claim, cost, loss, or damage that is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by any negligent act or omission of contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, as well as any general, special or other economic damages resultant from Work stoppages or delays that are caused in whole or part by J-U-B's exercise of the rights and duties as agreed herein (Construction Phase Services).

CLIENT agrees that CLIENT will cause to be executed any such agreements or contracts with contractors, subcontractors or suppliers to effectuate the intent of this part before any Work is commenced on the Project; if CLIENT negligently fails to do so, CLIENT agrees to fully indemnify J-U-B from any liability resulting therefrom, to include, but not to be limited to, all costs relating to tendering a defense to any such claims made.

ANNOUNCEMENTS

Memo to Council

DATE: October 4, 2017

RE: Appointments to Boards/Commissions/Committees

The following appointments are presented for your consideration for the October 17th Council Meeting:

Sydney Morrison	Arts Commission	Student Rep (Reappointment)
Hannah Daniels	Arts Commission	Alt Student Rep (Reappointment)
Marie Michalson	Urban Forestry Committee	Student Rep (formerly Alternate)
Cassidee Smidt	Library Board	Student Rep (Reappointment)
Isabel Bartosh	Library Board	Alt Student Rep (Reappointment)
Hart Parr Dal Pra	Parks & Rec Commission	Student Representative
Kinsey Freeman	Parks & Rec Commission	Alt Student Rep
Joseph Morrison	CDA TV Committee	Student Representative
Hannah N. Brown	Childcare Commission	Student Representative
Ronan Malaghan	Ped/Bike Committee	Student Representative

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

Sincerely,

Amy Ferguson

Executive Assistant

cc: Renata McLeod, Municipal Services Director/CDATV Liaison
Amy Ferguson, Arts Commission Staff Support
Kathy Lewis, Childcare Commission Liaison
Bette Ammon, Library Board Liaison
Monte McCully, Ped/Bike Committee Liaison
Bill Greenwood/Melissa Brandt, Parks & Rec Commission
Katie Kosanke, Urban Forestry Committee Liaison

Memo to Council

DATE: October 4, 2017

RE: Appointments to Boards/Commissions/Committees

The following reappointment is presented for your consideration for the October 17 Council Meeting:

STEVE MCCREA Library Board

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

Sincerely,

Amy Ferguson
Executive Assistant

cc: Renata McLeod, Municipal Services Director
 Bette Ammon, Library Director

Memo to Council

DATE: October 9, 2017

RE: Appointments to Boards/Commissions/Committees

The following appointment is presented for your consideration for the October 17th Council Meeting:

JOLIE WENGLIKOWSKI

Childcare Commission

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

Sincerely,

Amy Ferguson
Executive Assistant

cc: Renata McLeod, Municipal Services Director
Kathy Lewis, Childcare Commission Liaison

PUBLIC HEARINGS

**CITY COUNCIL
STAFF REPORT**

DATE: October, 17, 2017
FROM: Hilary Anderson, Community Planning Director
Sean E. Holm, Senior Planner
SUBJECT: Wireless Telecommunications Ordinance

DECISION POINT

Staff is requesting approval of the proposed revisions to the wireless telecommunications ordinance.

HISTORY

As cell phones became more affordable in the 1990's, and people demanded wider coverage over time, the push for providers to build towers to serve an influx of customers was vast. Cities nationwide struggled with how to incorporate the infrastructure needed into the fabric of communities. Most city codes at that time did not address cell phone tower construction. Coeur d'Alene was no exception.

This is what led to the passing of Ord. # 2819, in May of 1997. An emergency ordinance was adopted, placing a moratorium on future construction of towers, until an ordinance could be put into place to regulate wireless facilities. The moratorium was set to expire on August 30, 1997.

Ord. # 2831 was passed on August 21, 1997, which extended the moratorium until September 17, 1997. This provided staff and City Council an extension needed for crafting and approving the ordinance.

The passing of Ord. # 2833, on September 16, 1997, put into effect the Wireless Communication Facilities Regulations which govern the placement and construction of cell phone towers by establishing definitions, standards, and procedures. These regulations have not been changed for nearly 20 years though Federal law has dramatically done so.

BACKGROUND

Staff recently conducted a complete review of the existing Wireless Communication Facilities Regulations with the assistance of an industry expert and the city's consultant; Bob Duchon, Vice President of River Oaks Communications Corporation. As part of that review process, Mr. Duchon worked with staff and wireless providers to identify current industry standards, as well as upcoming technology and trends, best practices and to propose new municipal standards and regulations for the construction and placement of wireless infrastructure.

Since the city's passage of the Wireless Communication Facilities Regulations, technology has changed. The biggest of those changes involve the necessity for providers to ramp up the capacity needed to meet the demand of customers. Cell phone calls, which used to be the primary function of the infrastructure network, have since shifted. Now, social media, video streaming, and apps that perform services for end users, are placing an enormous data strain on existing infrastructure. Providers must balance their network deployment to continue coverage for older technology (i.e. 3G), as well as, adding functionality and data speeds (i.e. 5G) to meet demand.

PLANNING COMMISSION HEARING

Attached to this staff report are the minutes from the Planning Commission meeting held on September 12, 2017. Staff's condensed review of the meeting is as follows:

- Planning Commission was comfortable with the proposed language of the ordinance, and recommended approval to City Council, with the understanding that staff would review tower separation language and procedure for a gap in coverage departure.
- Planning Commission's motion authorized staff and our consultant to review and study the current 1-mile radius requirement for placement of a new tower, and present this information to City Council for discussion.

PURPOSE

The provisions of this article shall be known as the Wireless Communication Facilities Regulations. It is the purpose of these provisions to delineate restrictions, development standards and siting criteria, and establish removal procedures in order to protect the City from the uncontrolled siting of wireless communication facilities in locations that have significant adverse effects and cause irreparable harm. It is further the purpose of these provisions:

- To protect the community's visual quality and safety while facilitating the reasonable and balanced provision of wireless communication services. More specifically, it is the City's goal to minimize the visual impact of wireless communication facilities on the community, particularly in and near residential zones;
- To promote and protect the public health, safety and welfare, preserve the aesthetic character of the Coeur d'Alene community, and to reasonably regulate the development and operation of wireless communication facilities within the City to the extent permitted under State and federal law;
- To minimize the impact of wireless communication facilities by establishing standards for siting design and screening;
- To preserve the opportunity for continued and growing service from the wireless industry;
- To accommodate the growing need and demand for wireless communication services;
- To establish clear guidelines and standards and an orderly process for review intended to facilitate the deployment of wireless transmission equipment, to provide advanced communication services to the City, its residents, businesses and community at large;
- To ensure City zoning regulations are applied consistently with federal and State telecommunications laws, rules, regulations and controlling court decisions; and
- To provide regulations which are specifically not intended to, and shall not be interpreted or applied to, (1) prohibit or effectively prohibit the provision of wireless services, (2) unreasonably discriminate among functionally equivalent service providers, or (3) regulate wireless communication facilities and wireless transmission equipment on the basis of the environmental effects of radio frequency emissions to the extent that such emissions comply with the standards established by the Federal Communications Commission.

The following is a summary of significant changes (Complete ordinance proposed is attached):

Definitions:

This section was updated to more completely define the elements found in the proposed ordinance, and to define new technologies and comport with FCC rules and regulations since the passage of the existing ordinance in 1997.

Applicability:

Sets the stage for what proposals require review, provides assurance that existing towers can operate per existing approvals, and specifies what facilities are exempt.

Distributed Antenna Systems and Small Cells:

Provides for administrative review and location approval for this technology given that it is less intrusive than cell towers.

General Requirements:

Sets forth the rules governing what information must be provided to the city for an application (Building and/or Special Use Permit) to be complete. Categories include: *Inventory of existing sites; color; lighting; meeting State and Federal Requirements; site development permit; construction drawings showing the proposed method of installation; manufacturer's recommended installations; site plan; compliance with building code safety standards; noticing requirements; signage; visual impacts; use of stealth design/technology; requirements for building-mounted WCFs; location and installation of antenna arrays; standards for WCFs in the public rights-of-way; accessory uses and accessory equipment standards; site design flexibility to provide the best concealment; construction provisions including screening of equipment shelters/cabinets; new pole requirements; and allowing for the request by the City of other materials as needed and provided for in published requirements.*

Factors Considered in Granting Special Use Permits for Towers:

Height, proximity of the tower to residential structures/district boundaries, nature of uses on adjacent/nearby properties, surrounding topography, tree coverage/foliage, design of the tower, and proposed ingress/egress.

To build a new tower the applicant must show that no existing structures are located within the geographic area which meet applicant's engineering requirements, or that existing towers or structures do not have sufficient structural strength to support applicant's proposed antennas and related equipment, show that an antenna would cause electromagnetic interference with the antenna on the existing towers or structures, or the antenna on the existing towers or structures would cause interference with the applicant's proposed antenna, that the fees, costs, or contractual provisions required by the owner in order to share an existing tower or structure or to adapt an existing tower or structure for sharing are unreasonable, and finally, that the applicant can demonstrate that there are other limiting factors not enumerated herein that render existing towers and structures unsuitable.

Setbacks (+ Breakpoint technology):

Table 1: New Tower Criteria				
Zone Category	Located in Public Right-of-way (ROW)	Maximum Tower Height	Stealth Design	Setback from Property Lines (does not apply within ROW)
Residential R-1 through R-34 (incl. infill) MH-8 NC & CC	Yes or No	75' [1]	Required	20'
Commercial C-17 & C-17L DC	Yes or No	76' - 90'[2]	Optional[2][3] Required	20'
Manufacturing M & LM	Yes or No	91' - 120'[3]	Optional[4]	20'

[1] If an applicant wants to construct a tower in a residential zone or within 200' of a residential zone, then stealth design is required.

[2] An additional 20 feet in height is allowed if applicant uses stealth design.

[3] DC zone requires stealth design. Preferred location on top of existing structure.

[4] An additional 30 feet in height is allowed if applicant uses stealth design.

NOTE: Towers in preferred locations would be subject to administrative review as long as the other requirements of this Article are met.

Preferred Tower Locations:

Lists the types of areas/zoning the city prefers from most to least.

Gap in Coverage or Capacity:

The applicant must show a gap in service, that the gap can only be filled by exception, and that the new facility meets the standards to the greatest extent possible.

Exceptions to Standards:

Provides the means for an applicant to seek relief from a hardship by proving their case. Does not allow an applicant to forego stealth design.

Removal of Abandoned Antennas and Towers:

Defines triggers for removal of towers/equipment.

Independent RF Technical Review:

The City may retain the services of an independent RF expert of its choice to provide technical evaluation of permit applications for WCFs, when they are subject to special use permits, conditional use or administrative review. The applicant shall pay the cost for any independent consultant fees through a deposit. Review shall consist of (but not be limited to):

1. The accuracy and completeness of the items submitted with the application;
2. The applicability of analysis and techniques and methodologies proposed by the applicant;
3. The validity of conclusions reached by the applicant; and
4. Whether the proposed WCF complies with the applicable approval criteria set forth in this Article.

Final Inspection:

Review of site/ tower for substantial compliance with the approved plans and photo simulations. If it is found that the WCF installation does not substantially comply with the approved plans and photo simulations, the applicant shall make any and all such changes required to bring the WCF installation into compliance promptly and in any event prior to putting the WCF in operation.

Compliance:

Defines requirements an applicant/owner must meet while the equipment is operational. Includes: FCC, State, or other Federal regulations, fencing/landscaping/site maintenance, graffiti removal, notice to city required if communication services license is revoked.

Indemnification:

Language provided to hold harmless the City and its officers, agents, employees, volunteers, and contractors for use of City property.

Eligible Facilities Request:

Sets forth the requirements, procedure, and timing for review of a modification to an existing site/tower which does not substantially change the physical dimensions of such existing tower or site.

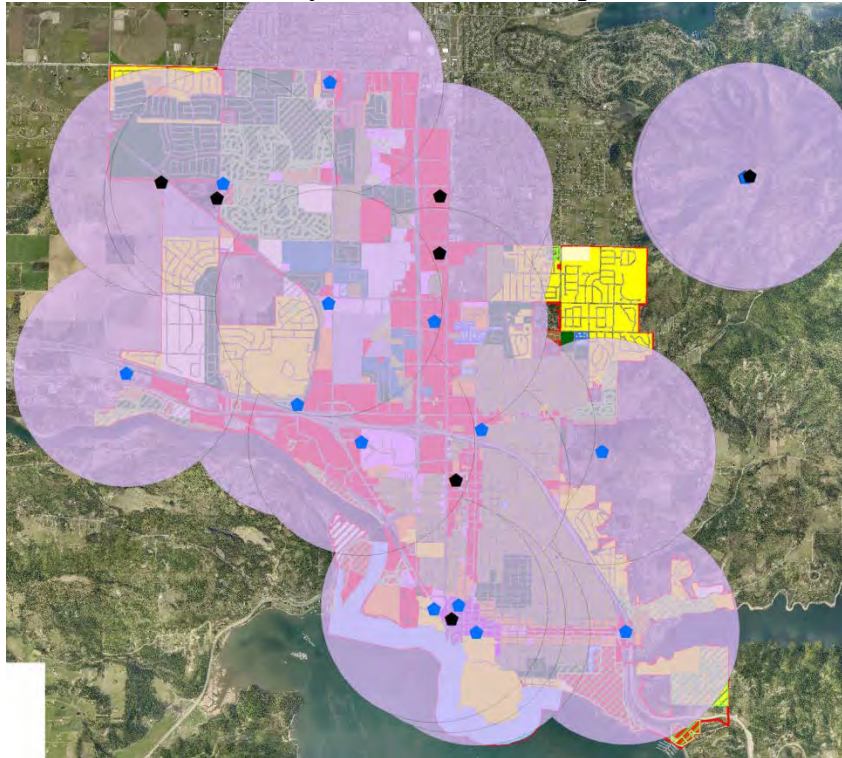
Collocation Applications:

Sets forth the requirements, procedure, and timing for review of a collocation application which is not an eligible facilities request.

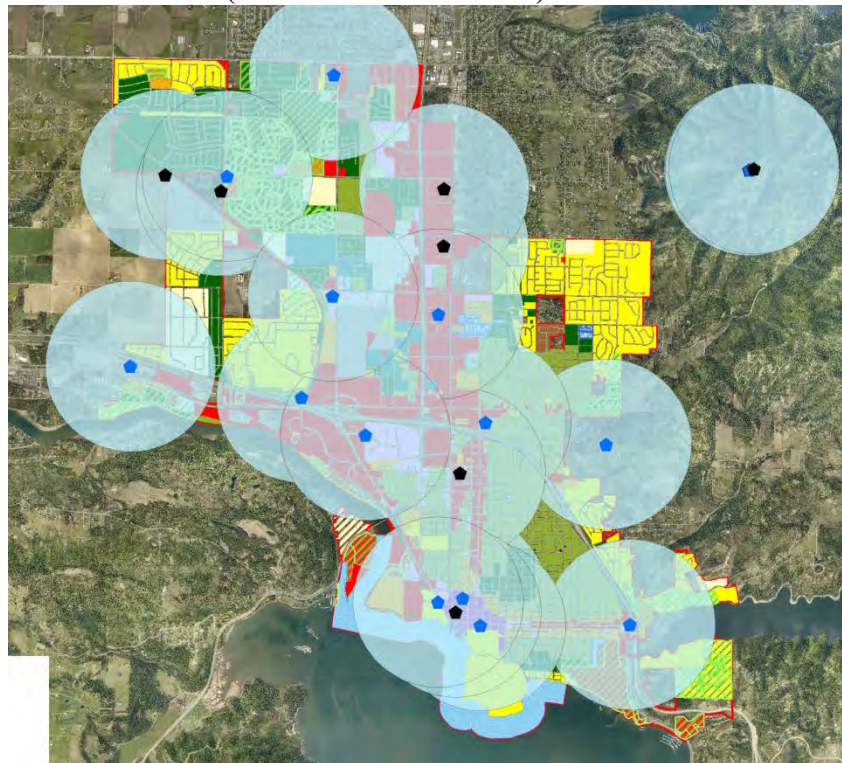
New Site or Tower Applications.

Sets forth the requirements, procedure, and timing for review of a new site/tower application.

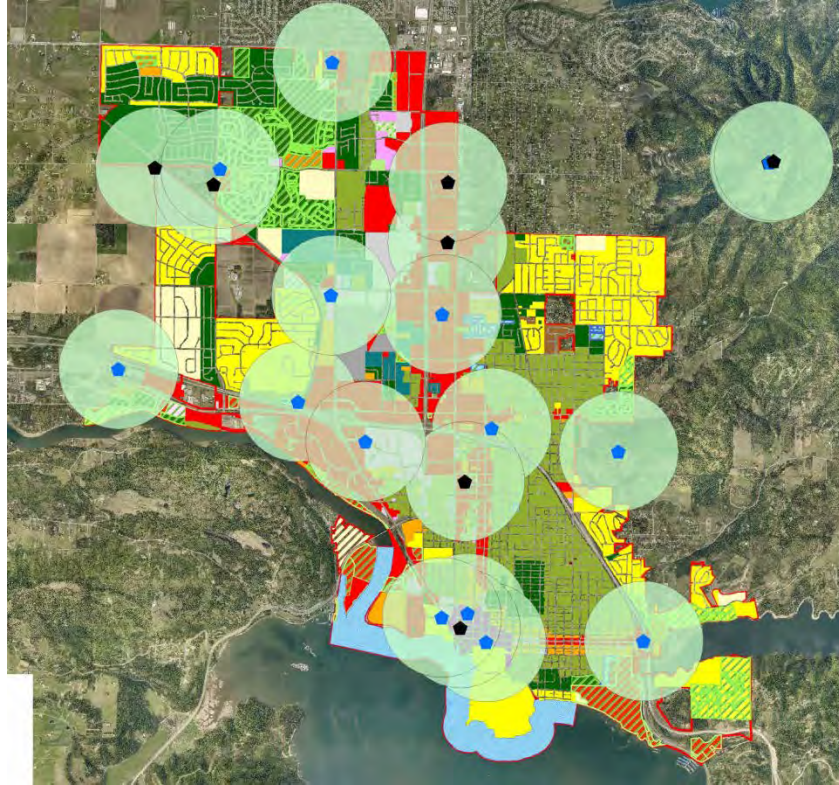
ONE MILE RADIUS MAP (Very little area left for expansion of towers):



3/4 MILE RADIUS MAP (Staff's recommendation):



1/2 MILE RADIUS MAP (Opens up a lot of potential tower development in city limits):



DECISION POINT RECOMMENDATION

Staff is requesting approval of the proposed revisions to the wireless telecommunications ordinance, with a change in tower separation from one (1) mile to three-quarters (3/4) of a mile, with the availability to request a departure by proving there is a gap in coverage and meeting the proposed standards, as presented.

**PLANNING COMMISSION
MINUTES
SEPTEMBER 12, 2017
LOWER LEVEL – COMMUNITY ROOM
702 E. FRONT AVENUE**

COMMISSIONERS PRESENT:

Tom Messina, Chairman
Lynn Fleming
Michael Ward
Peter Luttrupp
Lewis Rumpler
Brinnon Mandel

STAFF MEMBERS PRESENT:

Hilary Anderson, Community Planning Director
Sean Holm, Planner
Shana Stuhlmiller, Public Hearing Assistant
Randy Adams, Deputy City Attorney
Chris Bosley, City Engineer
Mike Gridley, City Attorney

COMMISSIONERS ABSENT:

Jon Ingalls, Vice-Chair

CALL TO ORDER:

The meeting was called to order by Chairman Jordan at 5:30 p.m.

COMMISSION COMMENTS:

None.

STAFF COMMENTS:

Hilary Anderson, Community Planning Director, provided the following statements:

- The Park(ing) It on Sherman event is scheduled for this Friday, September 15th from 4-9 p.m.
- We have five items scheduled on the October 10, 2017 agenda.
- City staff recently worked with the Sunrise Rotary on a grant to for Rectangular Rapid Flashing Beacons (RRFBs) to create a safe pedestrian crossing on Harrison Avenue at Bryan Elementary School. The dedication took place prior to the start of the school year.

PUBLIC COMMENTS:

None.

ADMINISTRATIVE ITEM:

1. A request for a deviation from the requirements of Chapters 16.15 (Design Standards) and 16.40 (Improvement Standards) in the ACI (Area of City Impact) - Chris Bosley, City Engineer

Mr. Bosley explained that the owner of 6160 E. Long Shadowy Drive wishes to subdivide the subject property into four lots and is requesting that the City's Planning Commission grant a deviation to the requirement that properties subdivided outside of the city limits but with the City's Area of City Impact

(ACI) must improve their frontage roads to City standards.

Mr. Bosley provided the following statements:

- The subject property has over 1,500 feet of road frontage and is located approximately 670 feet from the nearest paved road, Mullan Trail Road, which does not meet City standards. In that direction, East Long Shadowy Road traverses through property owned by East Side Highway District (ESHD). There is no reported plan to improve that section of road by ESHD. The subject property is located approximately 4,500 feet from the city limits at its nearest point, measured in a straight line.
- Legal has reviewed the request and has determined that the City's Planning Commission may grant a deviation on this requirement. This request, if granted, would allow the property owner to subdivide the property without the requirement to improve E. Long Shadowy Drive to City standards. The Planning Commission's decision will be forwarded to Kootenai County.

Mr. Bosley concluded his presentation and asked if the commission had any questions.

Commission Comments:

Commissioner Luttrupp questioned if this type of request has ever happened in the city.

Staff stated that they are not aware of this type of request coming forward in the past.

The commission discussed the request and concluded that the road would likely need to be repaired by the time the subject property off of East Long Shadowy Road would be annexed into the City.

Motion by Luttrupp, seconded by Fleming, to approve a request for a deviation from the requirements of Chapters 16.15 (Design Standards) and 16.40 (Improvement Standards) in the ACI (Area of City Impact). Motion approved.

PUBLIC HEARINGS:

1. Applicant: City of Coeur d'Alene
Request: A modification to the Wireless Communications Ordinance
LEGISLATIVE (O-5-17)

Sean Holm, Planner, stated that this is a request for approval of the proposed revisions to the wireless telecommunications ordinance and provided the following statements:

- Mr. Holm in his staff report explained a brief history to include the passing of Ordinance # 2819. An emergency ordinance was adopted, placing a moratorium on future construction of towers until an ordinance could be put into place to regulate wireless facilities. The moratorium was set to expire on August 30, 1997.
- Mr. Holm stated Ordinance # 2831 was passed on August 21, 1997, which extended the moratorium until September 17, 1997. This provided staff and City Council an extension needed for crafting and approving the ordinance.
- Mr. Holm stated that the passing of Ordinance # 2833, on September 16, 1997, put into effect the Wireless Communication Facilities Regulations which govern the placement and construction of cell phone towers by establishing definitions, standards, and procedures. These regulations have

not been changed for nearly 20 years though Federal law has dramatically done so.

- Mr. Holm stated that staff recently conducted a complete review of the existing Wireless Communication Facilities Regulations with the assistance of an industry expert and the city's consultant, Bob Duchen, Vice President of River Oaks Communications Corporation.
- As part of that review process, Mr. Duchen worked with staff and other wireless providers to identify current industry standards, as well as upcoming technology and trends, best practices and to propose new municipal standards and regulations for the construction and placement of wireless infrastructure.

Mr. Holm concluded his presentation and introduced Bob Duchen, Vice President of River Oaks Communications Corporation.

Public Testimony open.

Bob Duchen, Vice President of River Oaks Communications Corporation, provided the following statements:

- Mr. Duchen thanked staff, Verizon and ATT for their comments.
- Mr. Duchen presented a PowerPoint overview of changing technologies and regulations related to wireless communications.
- He explained the definition of small cells which are around 28 cubic feet, they often involve poles, antennas, transmission equipment, power and fiber optic cables, and don't always include stealth features.
- Mr. Duchen showed a photo of a small cell facility.
- Mr. Duchen commented that his company, River Oaks Communications, is a Colorado-based firm with 30 years of experience and that he is the co-founder of the company.
- Mr. Duchen explained an overview of Federal Law: that included the Cable Acts of 1984 and 1992, Telecom Act of 1996, Middle Class Tax Relief and Job Creation Act of 2012, FCC Wireless Order – October 2014 and the Federal Rules -2015.
- Mr. Duchen addressed the FCC Report and Order No. 14-153 that was adopted October 17, 2014 and Released October 21, 2014. This became effective April, 2015.
- Mr. Duchen explained the definition of a tower that is: A tower could be everything from a flagpole to a monopine to a traditional tower. The key is that its primary purpose must be to support antennas and related facilities.
- Mr. Duchen explained the definition of a Base Station that is defined as: A structure or equipment at a fixed location that enables Commission-licensed or authorized wireless communications between user equipment and a communications network.
- Mr. Duchen explained "The Order" (the 60 day Shot Clock) has no effect on local governments in the proprietary capacity. This means that if you are acting as a Landlord and a provider wants to lease space on your land or facilities (towers, buildings, etc.) there is no time constraint on working out the details of a lease.
- Mr. Duchen explained that the other comments from other providers have been incorporated in the ordinance presented tonight except the comments that were submitted tonight from ATT that will need to be reviewed.
- Mr. Duchen referenced in the staff report Section 6a – General Requirements which they are still discussing with staff to decide if half mile or one mile for placement of towers and the pros/cons of having cell towers closer together to provide more coverage versus if the towers were farther apart.
- Mr. Duchen referred the commission to the table on page 11 –New Tower Criteria explained in table 1.
- Mr. Duchen concluded his presentation and asked if there were any questions.

Commissioner Rumpler commented we have a lot of providers and depending if it's the one mile or half mile buffer, questioned if every provider wants coverage, how do we make it possible.

Mr. Duchen commented that we struggle with that. He explained that the city asks that the providers co-locate on a tower which is one way to provide coverage.

Mr. Duchen explained that there is a court case that prohibited cities from telling the providers how to build their system.

Commissioner Fleming clarified that if there were five providers and they each provide their own "blanket" of coverage layering and duplicating the same service. This could be a problem. She questioned how we can prevent this from happening when there are so many providers wanting to provide the same service.

Mr. Duchen stated he wished that he could give a good answer to the question.

Commissioner Luttrupp questioned if other cities that Mr. Duchen has helped are struggling with the same questions.

Mr. Duchen explained that all the municipalities he has been helping have been struggling with the same problems.

Commissioner Fleming questioned if a provider fails and abandons their equipment can that be passed on to another provider. She feels it's important that the city has a record of all providers in case something like this happens.

Mr. Duchen explained that there is an abandonment clause built into this ordinance that states if they don't use the facilities for 12 months, they can be removed by the city and charged.

Commissioner Mandel questioned if Mr. Duchen could explain the reason why the City of Spokane chose the half mile versus the mile to place small cell towers.

Mr. Duchen explained that he worked with the City of Spokane a few years ago and will have to look back on his notes for the reason why they chose half mile and apologized for not having that answer tonight.

Commissioner Rumpler explained that he lived in Spokane for a number of years and back then the City of Spokane was looking at the possibilities of going "digital" and stated maybe this is something the City of Coeur d'Alene can strive to get to in the future.

Chairman Messina stated that he is concerned with the distance between the towers and how high they can be and questioned if Mr. Duchen has contacted any other jurisdictions such as Post Falls or Hayden to see how they have dealt with this issue.

Mr. Duchen explained that he has contacted Warren Wilson, City Attorney for the City of Post Falls, and commented that they would like to mirror their wireless ordinance like the City of Coeur d'Alene's.

Commissioner Messina feels we are more aggressive since we have a smaller footprint than the county and understands the need to change.

Commissioner Ward commented about the previous presentation given by Mr. Bosley that addressed the ACI (Area of City Impact). He questioned if the ordinance would cover the ACI.

Ms. Anderson explained the agreement that the City has with the county for our Area of City Impact only addresses the street and the road standards this time. In the future, it is possible talking to the county and the other jurisdictions that it might be time to opening up the ACI agreements again and have each city look at their potential growth areas. She explained that the ACI does not grant Coeur d'Alene the ability to

place City standards on County properties without modifying the agreement.

Mr. Duchen explained that one thing they put in this ordinance is that an applicant needs to provide an inventory of their existing infrastructure that are either in the city limits or within one mile thereof. He explained they tried to plan for the future.

Mr. Gridley commented that he wanted to apologize for getting to the meeting late and explained the reason this draft ordinance is before the commission tonight is because of a request from a company called Mobility that wanted to construct 160 foot towers in our right of way and felt that they should be able to do that by right. These towers had huge bases and towers and before that happened staff decided that maybe it was time to update the current wireless ordinance to bring it up to date to protect the community. Staff thought 160 foot towers are not good for the community and why the city is working with Mr. Duchen an expert who knows a lot about this industry. The city is trying to get a head by bringing this forward now before something big happens. He stated that they are not trying to limit the industry.

Commissioner Messina inquired what the process is if someone wanted to do something different than what is in the ordinance.

Ms. Anderson explained that they tried to cover everything in this ordinance and if something different comes up in the future that is not addressed in the ordinance, it would have to go to the Planning Commission or may require a change to the ordinance.

Mr. Duchen feels once the providers understand the ordinance, when it comes time for permitting a tower, it provides for preferred locations, which is a quicker time to market. Or, if they want to try to place a tower in or near to residential zones, the process becomes more difficult. He feels providers will seek to take the easier path which is good for the providers and good for the city.

Lelah Vaga, Verizon representative, provided the following comments:

- She provided an overview of a wireless network and thanked staff and Mr. Duchen for taking this on. The ordinance is wonderful to our perspective and the way that it is prioritized lets us know what this community wants.
- She explained how wireless works and stated that each of the carriers leases different portions of the spectrums that are different wave lengths of frequency from the FCC. She explained that one carrier might carry a lot of data a shorter distance, where another carrier less distance but wider.
- She stated when it was mentioned about "the blanket" of coverage, that does not mean the same frequencies are layered on each other. There are varying frequencies.
- She talked about challenges they are facing and that wireless traffic is changing to a more data driven model. They are finding that users working from home demand much more bandwidth. Wireless data is expected to be seven times more in 2019 than 2015 because more people are using their devices differently.
- She explained another problem is putting too many macro sites together results in increased interference. She explained the old model you would put macro sites on hill tops and those things would go for miles.
- She explained a method to providing capacity has been to put in more macro sites at a lower height and tilt those antennas down.
- She stated when thinking about half mile versus one mile, to keep in mind we can meet our capacity needs by putting more towers in at a shorter height and directing them. She explained that this is a partial fix and no matter how close you put your macro sites together, the signals still

may run into each other and that's why small cells are important.

- She explained the benefit of using small cells is they can be put under the macro sites and that would provide capacity.
- She addressed a question previously asked what if a carrier goes away and explained based on the growth and data from the industry that capacity is still going to be needed. She cited as an example if one of their competitors disappeared those users would not disappear those users will still need service.

Commissioner Mandel inquired if there is a way to make co-location creative.

Ms. Vaga explained sometimes with macro co-location you are able to relocate on an existing macro site. She appreciates the way the code is written to allow this hierarchy to show if it is feasible to co-locate before we do a new tower. She stated that with small cells, you can co-locate, but doing so makes them bigger by adding additional antennas where the goal is to have them remain small.

Commissioner Fleming inquired if the base can be placed underground and commented that she has seen this done in other countries.

Ms. Vaga explained that underground equipment does exist, but does not do well in rainy climates and if used there tend to be a lot of maintenance problems.

Commissioner Rumpler inquired if one mile or a half mile between poles is preferred by Verizon.

Ms. Vaga commented that Verizon prefers half mile because it gives us more tools to be able to put in smaller towers that would absorb that capacity. Generally, they are in favor of anything that leaves options open to address the situation based on our needs in specific circumstances of the project, rather than a blanket designation. They have run into a problem working with other jurisdictions working with a one mile tower that is not necessarily where we need it for our coverage. She stated that Verizon's recommendation is that the way the ordinance is written works and if a project doesn't meet the criteria, they will need to meet with staff for review.

Commissioner Rumpler inquired if there are any technology trends we should be aware of such as an antenna size or radio size. He questioned if there is talk of miniaturization.

Ms. Vaga stated that the trend is for more data use across the board and more RF frequencies that allow for higher data capacity and what that means is that signals don't travel far and explained you want a signal that carries a high amount of data.

Commissioner Ward inquired if there are any creative ideas being used to help make these poles look better. He questioned if traffic light poles could be considered since the poles are hollow in the middle.

Ms. Vaga explained that traffic poles are an option but many poles already have equipment housed inside them. She stated that there are many creative ideas for the design of poles such as shrouding or painting the pole to match the background where they are located. She stated that you can be creative as you want, but remember that the radio and antenna need to attach to something.

Public Testimony closed.

Discussion:

Commissioner Rumpler inquired if this ordinance as presented tonight is ready for adoption.

Ms. Anderson explained that the Planning Commission's recommendations from tonight's meeting will go

forward to Council. She stated like any recommendation, there can be some slight modifications or edits before it goes forward to council for their final decision.

Chairman Messina clarified that what needs to be decided is the choice between a mile or a half mile, to place a cell tower. He requested staff to work with Mr. Duchen for further clarification on the issues discussed tonight before this goes to council.

Mr. Anderson concurred that is correct and based on what other jurisdictions are requiring, a mile or half mile, suggested that perhaps a $\frac{3}{4}$ mile distance might work.

Commissioner Luttrupp inquired if we still have to make a decision on a half mile, versus one mile.

Commissioner Rumpler feels from reading the comments provided in the ordinance it seems that half mile might be the right choice.

Commissioner Luttrupp feels that this is a great product.

Commissioner Rumpler stated he would agree to the half mile since it is the most up to date and what Spokane is using.

Mr. Gridley feels that he doesn't know if we have enough information to pick half mile or one mile tonight and would recommend that staff be allowed to work with Mr. Duchen to work through that and bring it forward to Council.

Mr. Duchen commented that he would like to talk with Spokane to try and remember the rationale for the decision how they picked half mile and comeback and report those findings to the Planning Commission.

Motion by Fleming, seconded by Rumpler, to approve Item O-5-17. Motion approved.

ADJOURNMENT:

Motion by Luttrupp, seconded by Ward, to adjourn the meeting. Motion approved.

The meeting was adjourned at 7:12 p.m.

Prepared by Shana Stuhlmiller, Public Hearing Assistant

Wireless Communication Facilities Regulations

City Council
Coeur d'Alene

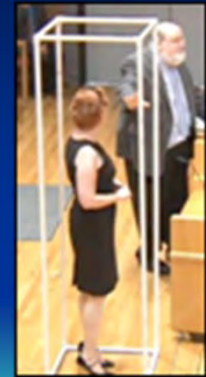
River Oaks Communications Corporation

Bob Duchon – Vice President
October 17, 2017

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What Are Small Cells?

- They are bigger than you think – for example, 28 cubic feet.
- They often involve poles, antennas, transmission equipment, power and fiber optic cables.
- They do not always include stealth features.



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Bio on River Oaks Communications Corporation

- Colorado Based
- 30 Years of Experience
- 38 States & Puerto Rico
- Hundreds of Local Governments
- Bob Duchen- VP, Co-founder, University of Virginia School of Law
- Author and Webinar Presenter

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Overview of Federal Law

- Cable Acts of 1984 and 1992
- Telecom Act of 1996
- Middle Class Tax Relief and Job Creation Act of 2012
- FCC Wireless Order- October 2014
- Federal Rules- 2015
- Pending Proceedings at the FCC

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FCC Report and Order No. 14-153

- Very Complex and Complicated Depending Upon Your Fact Situations
- 155 Pages and over 700 Footnotes
- Adopted October 17, 2014 and Released October 21, 2014
- Became Effective in April, 2015

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Section 6409(a)

What Are Eligible Facilities:

For purposes of this subsection, the term “eligible facilities request” means any request for modification of an existing wireless tower or base station that involves:

- (A) Collocation of new transmission equipment;
- (B) Removal of transmission equipment; or
- (C) Replacement of transmission equipment.

What is a Tower?

- A **tower** could be everything from a flagpole to a monopine to a traditional tower. The key is that its primary purpose must be to support antennas and related facilities.
- A **tower** is “Any structure built for the sole or primary purpose of supporting any Commission-licensed or authorized antennas and their associated facilities.”

Base Station

Generally, this is the equipment that you will find at the base of the tower.

- The FCC has defined Base Station as “A structure or equipment at a fixed location that enables Commission-licensed or authorized wireless communications between user equipment and a communications network.”
- **Translation:** The structure, other than a tower, that supports transmission equipment per a permit or other authorization that enables wireless use.

A Primer that is Critical

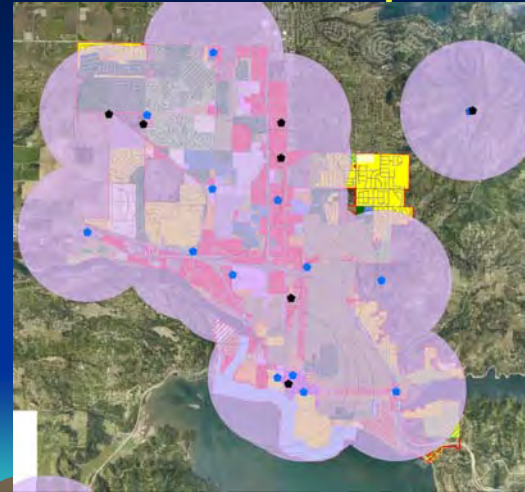
•The Order affects Local governments in their regulatory capacity (zoning, land use, etc.)

•The Order (the 60 day Shot Clock) has no effect on Local governments in their proprietary capacity. This means that if you are acting as a Landlord and a provider wants to lease space on your land or facilities (towers, buildings, etc.) there is no time constraint on working out the details of a Lease.

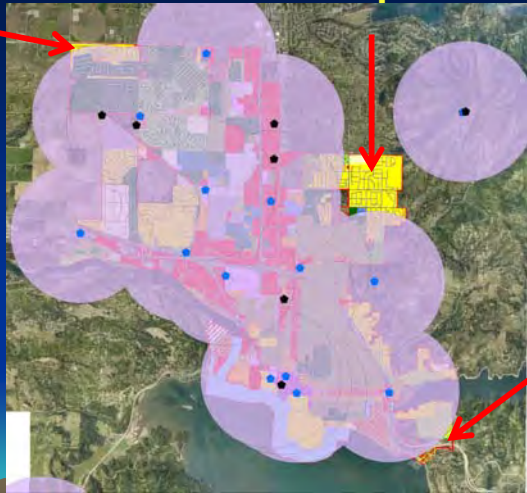
Tower Spacing

- Current and proposed code for new wireless towers in Coeur d'Alene require a minimum radius of 1 mile from an existing tower. Wireless carriers have requested a reduction to ½ mile.
- Planning Commission directed staff to study the implications for reducing the requirement prior to bringing the ordinance forward to City Council.
- Staff recommends adding departure language where the burden of proof is on the carrier to prove no other operational option is available, or, to reduce the spacing requirement to ¾ mile.

Current 1 Mile Radius Separation Map



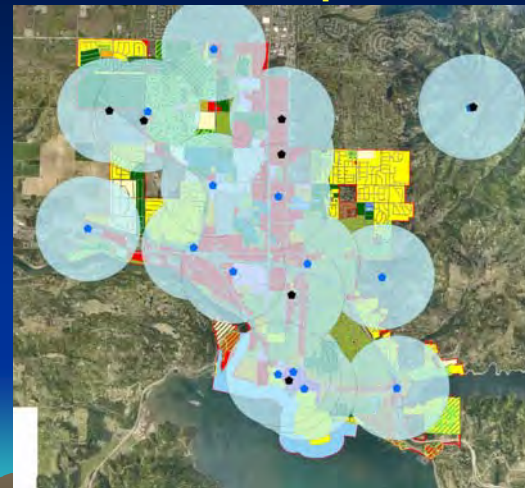
Current 1 Mile Radius Separation Map



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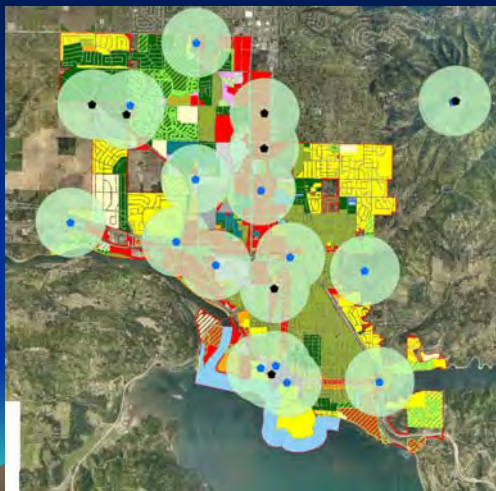
3/4 Mile Radius Separation Map



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1/2 Mile Radius Separation Map



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Illustrative Pictures of WCFs



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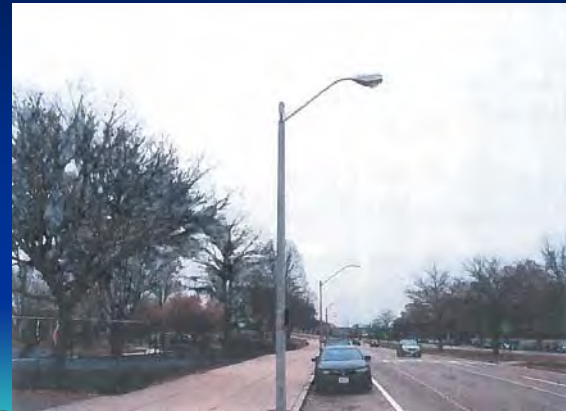
Illustrative Pictures of WCFs



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Illustrative Pictures of WCFs



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Illustrative Pictures of WCFs



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Illustrative Pictures of WCFs



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Illustrative Pictures of WCFs



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THANKS

- For being here for our Presentation.
- If you have specific questions later on, please call or send us an email.

bduchen@rivoaks.com

303-721-0653

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COUNCIL BILL NO. 17-1033
ORDINANCE NO. _____

AN ORDINANCE REPEALING CHAPTER 17.08, ARTICLE VIII, COEUR D'ALENE MUNICIPAL CODE, ENTITLED WIRELESS COMMUNICATION FACILITIES REGULATIONS; ADOPTING A NEW CHAPTER 17.08, ARTICLE VIII, COEUR D'ALENE MUNICIPAL CODE, ENTITLED WIRELESS COMMUNICATION FACILITIES REGULATIONS, INCLUDING DEFINITIONS, GENERAL AND SPECIFIC REQUIREMENTS, STANDARDS, PERMITTED LOCATIONS, APPLICATIONS, REVIEW AND INSPECTIONS, COMPLIANCE, INDEMNIFICATION, PERMITS, AND FEES; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 1. That Coeur d'Alene Municipal Code Chapter 17.08, Article VIII, consisting of section 17.08.800 through section 17.08.830, is hereby repealed in its entirety.

SECTION 2. That a new Chapter 17.08, Article VIII, consisting of section 17.08.800 through section 17.08.898, is hereby adopted as follows:

Article VIII. WIRELESS COMMUNICATION FACILITIES REGULATIONS

- 17.08.800: Title and Purpose**
- 17.08.805: Definitions**
- 17.08.810: Applicability**
- 17.08.815: Distributed Antenna Systems and Small Cells**
- 17.08.820: General Requirements**
- 17.08.825: Sharing of Support Towers and Collocation of Facilities**
- 17.08.830: Setback Requirements**
- 17.08.835: Preferred Tower Locations**
- 17.08.840: Submittal Requirements**
- 17.08.845: Exceptions to Standards**
- 17.08.850: Removal of Abandoned Antennas and Towers**
- 17.08.855: Independent RF Technical Review**
- 17.08.860: Final Inspection**
- 17.08.865: Compliance**
- 17.08.870: Indemnification**
- 17.08.875: Eligible Facilities Request**
- 17.08.880: Collocation Application**
- 17.08.885: New Site or Tower Applications**
- 17.08.890: Application Fees**
- 17.08.895: Laws, Rules and Regulations**
- 17.08.897: Conflicts**
- 17.08.098: Severability**

17.08.800: TITLE AND PURPOSE:

The provisions of this Article shall be known as the *Wireless Communication Facilities Regulations*. It is the purpose of these provisions to delineate restrictions, development standards and siting criteria, and establish removal procedures in order to protect the City from the uncontrolled siting of wireless communication facilities in locations that have significant adverse effects and cause irreparable harm. It is further the purpose of these provisions:

- (a) To protect the community's visual quality and safety while facilitating the reasonable and balanced provision of wireless communication services. More specifically, it is the City's goal to minimize the visual impact of wireless communication facilities on the community, particularly in and near residential zones;
- (b) To promote and protect the public health, safety and welfare, preserve the aesthetic character of the Coeur d'Alene community, and to reasonably regulate the development and operation of wireless communication facilities within the City to the extent permitted under State and federal law;
- (c) To minimize the impact of wireless communication facilities by establishing standards for siting design and screening;
- (d) To preserve the opportunity for continued and growing service from the wireless industry;
- (e) To accommodate the growing need and demand for wireless communication services;
- (f) To establish clear guidelines and standards and an orderly process for review intended to facilitate the deployment of wireless transmission equipment, to provide advanced communication services to the City, its residents, businesses and community at large;
- (g) To ensure City zoning regulations are applied consistently with federal and State telecommunications laws, rules, regulations and controlling court decisions; and
- (h) To provide regulations which are specifically not intended to, and shall not be interpreted or applied to, (1) prohibit or effectively prohibit the provision of wireless services, (2) unreasonably discriminate among functionally equivalent service providers, or (3) regulate wireless communication facilities and wireless transmission equipment on the basis of the environmental effects of radio frequency emissions to the extent that such emissions comply with the standards established by the Federal Communications Commission.

17.08.805: DEFINITIONS:

As used in this article, the following terms shall have the meanings set forth below:

- (a) “Antenna” means any exterior transmitting or receiving device mounted on a tower, building or structure and used in communications that sends or receives digital signals, analog signals, radio frequencies or wireless communication signals.
- (b) “Antenna array” means a single or group of antenna elements, not including small cell antennas, and associated mounting hardware, transmission lines, or other appurtenances which share a common attachment device such as a mounting frame or mounting support structure for the sole purpose of transmitting or receiving wireless communication signals.
- (c) “Applicant” means any person engaged in the business of providing wireless communication services or the wireless communications infrastructure required for wireless communications services and who submits an application.
- (d) “Backhaul network” means the lines that connect a provider's towers or cell sites to one or more cellular telephone switching offices or long distance providers, or the public switched telephone network.
- (e) “Base station” means a structure or equipment at a fixed location that enables FCC-licensed or authorized wireless communications between user equipment and a communications network. The term does not encompass a tower as defined in this Article or any equipment associated with a tower.
 - (1) The term includes, but is not limited to, equipment associated with wireless communications services such as private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.
 - (2) The term includes, but is not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration (including Distributed Antenna Systems and small cell networks).
 - (3) The term includes any structure other than a tower that, at the time the relevant application is filed with the City under this section, supports or houses equipment described in this section that has been reviewed and approved under the applicable zoning or siting process, or under State or local regulatory review process, even if the structure was not built for the sole or primary purpose of providing such support.
 - (4) The term does not include any structure that, at the time the relevant application is filed with the State or the City under this section, does not support or house equipment described in this section.

- (f) “Collocation” means the mounting or installation of an antenna on an existing tower, building or structure for the purpose of transmitting and/or receiving radio frequency signals for communications purposes.
- (g) “Distributed Antenna System” or “DAS” means a network consisting of transceiver equipment at a central hub site to support multiple antenna locations throughout the desired coverage area.
- (h) “Eligible Facilities Request” means any request for modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station, involving:
 - (1) Collocation of new transmission equipment;
 - (2) Removal of transmission equipment; or
 - (3) Replacement of transmission equipment.
- (i) “Eligible support structure” means any tower or base station as defined in this Section, provided that it is existing at the time the relevant application is filed with the City under this Section.
- (j) “Existing” means a tower or base station that has been reviewed and approved under the applicable zoning or siting process, or under another State or local regulatory review process, provided that a tower that has not been reviewed and approved because it was not in a zoned area when it was built, but was lawfully constructed, is existing for purposes of this definition.
- (k) “FAA” means the Federal Aviation Administration.
- (l) “FCC” means the Federal Communications Commission.
- (m) “Macrocell” means an antenna or antennas mounted on a tower, ground-based mast, rooftops and other towers or structures, at a height that provides a clear view over the surrounding buildings and terrain.
- (n) “Site” means, in relation to a tower that is not in the public right-of-way, the current boundaries of the leased or owned property surrounding the tower and any access or utility easements currently related to the site. In relation to support structures other than towers, site means an area in proximity to the structure and to other transmission equipment already deployed on the ground.
- (o) “Small cells” mean compact wireless equipment that contain their own transceiver equipment and function like cells in a wireless network but provide a smaller coverage area than traditional macrocells.

- (p) “Stealth design” means technology that minimizes the visual impact of wireless communication facilities by camouflaging, disguising, screening or blending into the surrounding environment. Examples of stealth design include but are not limited to facilities disguised as trees (monopines), flagpoles, utility and light poles, bell towers, clock towers, ball field lights and architecturally screened roof-mounted antennas.
- (q) “Substantial change” means a modification that substantially changes the physical dimensions of an eligible support structure if it meets any of the following criteria:
- (1) For towers other than towers in the public rights-of-way, it increases the height of the tower by more than 10% or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed twenty feet, whichever is greater; for other eligible support structures, it increases the height of the structure by more than 10% or more than ten feet, whichever is greater. Changes in height should be measured from the original support structure in cases where deployments are or will be separated horizontally, such as on buildings’ rooftops; in other circumstances, changes in height should be measured from the dimensions of the tower or base station, inclusive of originally approved appurtenances and any modifications that were approved prior to the passage of the Spectrum Act (47 U.S.C. Section 1455 (a));
 - (2) For towers other than towers in the public rights-of-way, it involves adding an appurtenance to the body of the tower that would protrude from the edge of the tower more than twenty feet, or more than the width of the tower structure at the level of the appurtenance, whichever is greater; for other eligible support structures, it involves adding an appurtenance to the body of the structure that would protrude from the edge of the structure by more than six feet;
 - (3) For any eligible support structure, it involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four cabinets; or, for towers in the public rights-of-way and base stations, it involves installation of any new equipment cabinets on the ground if there are no pre-existing ground cabinets associated with the structure, or else involves installation of ground cabinets that are more than 10% larger in height or overall volume than any other ground cabinets associated with the structure;
 - (4) It entails any excavation or deployment outside the current site;
 - (5) It would defeat the concealment elements of the eligible support structure; or
 - (6) It does not comply with conditions associated with the siting approval of the construction or modification of the eligible support structure or base station equipment, provided however that this limitation does not apply to any modification that is non-compliant only in a manner that would not exceed the thresholds identified in (1) through (4).

- (r) “Tower” means any structure built for the sole or primary purpose of supporting any FCC-licensed or authorized antennas and their associated facilities, including structures that are constructed for wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul, and the associated site.
- (s) “Tower height” means the vertical distance measured from the base of the tower structure at grade to the highest point of the structure including the antenna. A lightning rod, not to exceed ten feet (10’) in height, shall not be included within tower height.
- (t) “Transmission equipment” means equipment that facilitates transmission for any FCC-licensed or authorized wireless communication service, including, but not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, and regular and backup power supply. The term includes equipment associated with wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.
- (u) “Utility support structure” means utility poles or utility towers supporting electrical, telephone, cable or other similar facilities; street light standards; or pedestrian light standards.
- (v) “Wireless Communication Facilities” or “WCF” means a staffed or unstaffed facility or location or equipment for the transmission or reception of radio frequency (RF) signals or other wireless communications or other signals for commercial communications purposes, typically consisting of one or more antennas or group of antennas, a tower or attachment support structure, transmission cables and other transmission equipment, and an equipment enclosure or cabinets, and including small cell technologies.

17.08.810: APPLICABILITY:

- (a) New Towers, Antennas, DAS and Small Cells. All new towers, antennas, DAS and small cells in the City shall be subject to these regulations, except as otherwise provided herein.
 - (1) New towers and buildings in zones other than Manufacturing and Light Manufacturing require a Special Use Permit.
 - (2) New antenna arrays meeting the requirements of Subsection (6)(1) are permitted with a Building Permit.
 - (3) DAS and small cells are permitted pursuant to Section 5.
- (b) Preexisting Towers or Antennas. Preexisting towers and preexisting antennas shall not be required to meet the requirements of this Article, except as otherwise provided herein.
- (c) Exempt Facilities. The following are exempt from this Section:

- (1) FCC licensed amateur (ham) radio facilities;
- (2) Satellite earth stations, dishes and/or antennas used for private television reception not exceeding one (1) meter in diameter;
- (3) A government-owned WCF installed upon the declaration of a state of emergency by the federal, state or local government, or a written determination of public necessity by the City; except that such facility must comply with all federal and State requirements. The WCF shall be exempt from the provisions of this Article for up to one month after the duration of the state of emergency; and
- (4) A temporary, commercial WCF installed for providing coverage of a special event such as news coverage or sporting event, subject to administrative approval by the City. The WCF shall be exempt from the provisions of this Article for up to one week before and after the duration of the special event.
- (5) Other temporary, commercial WCFs installed for a period of up to ninety (90) days, subject to the City's discretion; provided that such temporary WCF will comply with applicable setbacks and height requirements.

17.08.815: DISTRIBUTED ANTENNA SYSTEMS AND SMALL CELLS:

- (a) Distributed Antenna Systems and small cells are allowed in all zones, regardless of the siting preferences listed in Section 9 herein, provided the applicant complies with all federal laws (such as the Americans with Disabilities Act) and State laws and requirements.
- (b) Distributed Antenna Systems and small cells in all zones are subject to approval via right-of-way encroachment permits and/or building permits and administrative review unless their installation requires the construction of a new tower or building. A Special Use Permit shall not be required for replacement utility support structures, so long as the height of a replacement structure, including antennas, is no more than the greater of:
 - (1) Fifteen feet (15') taller than the existing utility support structure; or
 - (2) The minimum height necessary to provide the required safety clearances from transmission or distribution lines.
- (c) A single permit application may be used for multiple distributed antennas that are part of a larger overall DAS network. A single permit application may also be used for multiple small cells. A single license agreement may be used for multiple node locations in DAS and/or small cell networks.

17.08.820: GENERAL REQUIREMENTS:

- (a) Inventory of Existing Sites. Each applicant for a tower shall provide to the Community Planning Director an inventory of its existing towers, antennas, or sites approved for towers or antennas, that are either within the jurisdiction of the City or within three quarters (3/4) of a mile of the border thereof, including specific information about the location, height, and design of each tower or antenna. The Community Planning Director may share such information with other applicants applying for administrative approvals or special use permits under this Article or other organizations seeking to locate antennas within the jurisdiction of the City, provided, however that the Community Planning Director is not, by sharing such information, in any way representing or warranting that such sites are available or suitable.
- (b) Color. The antenna array shall be placed and colored to blend into the architectural detail and coloring of the host structure. Support towers shall be painted a color that best allows it to blend into the surroundings. The use of grays, blues, greens, dark bronze, browns or other site specific colors may be appropriate; however, each case should be evaluated individually.
- (c) Lighting. For support towers, only such lighting as is necessary to satisfy FAA requirements is permitted. White strobe lighting will not be allowed, unless specifically required by the FAA. Security lighting for the equipment shelters or cabinets and other on the ground ancillary equipment is also permitted, as long as it is appropriately down shielded to keep light within the boundaries of the site.
- (d) State or Federal Requirements. All towers and antennas must meet or exceed current standards and regulations of the FAA, the FCC, and any other agency of the state or federal government with the authority to regulate towers and antennas. If such standards and regulations are changed, and if WCF equipment is added either through collocation or replacement, then the owners of the towers and antennas governed by this Article shall bring such towers and antennas into compliance with such revised standards and regulations within six (6) months of the effective date of such standards and regulations, unless a different compliance schedule is mandated by the controlling state or federal agency. Failure to bring towers and antennas into compliance with such revised standards and regulations shall constitute grounds for the removal of the tower or antenna at the owner's expense.
- (e) Site Development Permit. All wireless communication facilities shall be required to obtain a site development permit or building permit and shall be subject to the site development standards prescribed herein. A site development permit shall contain the following information:
 - (1) Construction drawings showing the proposed method of installation;
 - (2) The manufacturer's recommended installations, if any; and

- (3) A diagram to scale showing the location of the wireless communication facility, property and setback lines, easements, power lines, all structures, and the required landscaping.
- (f) Building Codes; Safety Standards. To ensure the structural integrity of towers, the owner of a tower shall ensure that it is maintained in compliance with standards contained in applicable state or local building codes and the applicable industry standards for towers, as amended from time to time. Compliance with this Article is subject to the City's Code enforcement procedures pursuant to Chapter 17.09-IX, and other applicable provisions of the City's Code. If, upon inspection, the City concludes that a tower fails to comply with such codes and standards and constitutes a danger to persons or property, then upon notice being provided to the owner of the tower, the owner shall have thirty (30) days to bring such tower into compliance with such standards. Failure to bring such tower into compliance within said thirty (30) days shall constitute grounds for the removal of the tower at the owner's expense.
- (g) Notice. For purposes of this Article, any special use permit or appeal of a special use shall require notice as required by Section 17.09.215 and other applicable provisions of this Code to all abutting property owners, in addition to any other notice otherwise required by the City Code.
- (h) Signs. No facilities may bear any signage or advertisement(s) other than signage required by law or expressly permitted/required by the City.
- (i) Visual Impact. All WCFs in residential uses and zones and within two hundred feet (200') of residential zones shall be sited and designed to minimize adverse visual impacts on surrounding properties and the traveling public to the greatest extent reasonably possible, consistent with the proper functioning of the WCF. Such WCFs and equipment enclosures shall be integrated through location and design to blend in with the existing characteristics of the site. Such WCFs shall also be designed to either resemble the surrounding landscape and other natural features where located in proximity to natural surroundings, or be compatible with the built environment, through matching and complimentary existing structures and specific design considerations such as architectural designs, height, scale, color and texture or be consistent with other uses and improvements permitted in the relevant zone.
- (j) Use of Stealth Design/Technology. The applicant shall provide justification why it is not employing stealth technology. Stealth design is required for macrocell facilities in residential zones, and to the extent shown in Table 1 and elsewhere as provided in this Chapter. Stealth and concealment techniques must be appropriate given the proposed location, design, visual environment, and nearby uses, structures, and natural features. Stealth design shall be designed and constructed to substantially conform to surrounding building designs or natural settings, so as to be visually unobtrusive. Stealth design that relies on screening wireless communication facilities in order to reduce visual impact must screen all substantial portions of the facility from view. Stealth and concealment

techniques do not include incorporating faux-tree designs of a kind that are not native to the State.

(k) Building-mounted WCFs.

- (1) All transmission equipment shall be concealed within existing architectural features to the maximum extent feasible. Any new architectural features proposed to conceal the transmission equipment shall be designed to mimic the existing underlying structure, shall be proportional to the existing underlying structure or conform to the underlying use and shall use materials in similar quality, finish, color and texture as the existing underlying structure.
- (2) All roof-mounted transmission equipment shall be set back from all roof edges to the maximum extent feasible consistent with the need for “line-of-sight” transmission and reception of signals.
- (3) Antenna arrays and supporting transmission equipment shall be installed so as to camouflage, disguise or conceal them to make them closely compatible with and blend into the setting or host structure.

- (l) Antenna Arrays. Wireless communication antenna arrays are permitted in any zone as long as they are located upon an existing structure (except on single family houses, duplexes, signage or a building less than sixty feet [60'] in height), that provides sufficient elevation for the array's operation without the necessity of constructing a tower or other apparatus to extend the antenna array more than fifteen feet (15') above the structure. Installation on city property requires the execution of necessary agreements. However, if any support tower is needed to achieve the needed elevation, then a Special Use Permit is required. If a new equipment cabinet is to be installed, it must be screened if it is higher than the existing screened facility.

(m) WCFs in the Public Rights-of-Way.

- (1) Utility support structure - mounted equipment. All pole-mounted transmission equipment shall be mounted as close as possible to the pole so as to reduce the overall visual profile to the maximum extent feasible.
- (2) License or agreement. For all WCFs to be located within the right-of-way, prior to submitting for a permit, the applicant must have a valid municipal agreement, license, franchise agreement, Right-of-Way agreement, encroachment permit or exemption otherwise granted by applicable law. If the applicant is willing to install its ancillary facilities underground, that determination by the City shall be subject to administrative review.

(n) Accessory Uses.

- (1) Accessory uses shall be limited to such structures and equipment that are necessary for transmission or reception functions, and shall not include broadcast studios, offices, vehicles or equipment storage, or other uses not essential to the transmission or reception functions.
- (2) All accessory buildings shall be constructed of building materials equal to or better than those of the primary building on the site and shall be subject to applicable permits.
- (3) No equipment shall be stored or parked on the site of the tower, unless used in direct support of the antennas or the tower or antennas that are being repaired.

(o) Accessory Equipment. In residential zones, all accessory equipment located at the base of a WCF shall be located or placed (at the applicant's choice) in an existing building, underground, or in an equipment shelter or cabinet that is (a) designed to blend in with existing surroundings, using architecturally compatible construction and colors; and (b) be located so as to be unobtrusive as possible consistent with the proper functioning of the WCF.

(p) Site Design Flexibility. Individual WCF sites vary in the location of adjacent buildings, existing trees, topography and other local variables. By mandating certain design standards, there may result a project that could have been less intrusive if the location of the various elements of the project could have been placed in more appropriate locations within a given site. Therefore, the WCF and supporting equipment may be installed so as to best camouflage, disguise them, or conceal them, to make the WCF more closely compatible with and blend into the setting or host structure, upon approval by the City.

(q) General Standards and Construction Provisions.

- (1) All structures shall be constructed and installed to manufacturer's specifications, and constructed to withstand the minimum wind speed as required by the City's currently adopted International Building Code, as amended.
- (2) Structures shall be permitted and constructed to meet current, adopted City Building Code requirements.
- (3) All structures shall conform to FCC and FAA regulations, if applicable.
- (4) If any setback or bufferyard as prescribed within this Code requires a greater distance than required of this Article, the greater distance shall apply.

- (5) Landscaping, Screening and Fencing. In all zoning districts, the following additional landscaping shall be required beyond that which is required for the zone in which it is located:
- (i) Equipment shelters and cabinets and other on the ground ancillary equipment shall be screened with buffer yard and street tree landscaping as required for the zone in which located or with another design acceptable to the Planning Director. Artwork may also be used to screen ground equipment. At the City's discretion, as an alternative to general landscaping and screening requirements, the applicant, at its expense, shall do an artistic wrap designed by a local artist around the equipment cabinets. Alternatively, where technically feasible, the applicant shall incorporate the cabinet and other equipment into the base of a new pole (for example, for a small cell) provided there is adequate space in the right-of-way and that ADA sidewalk accessibility requirements can be met. All provisions of the ADA (including, but not limited to, clear space requirements) shall be met by the applicant.
 - (ii) In particular, the ground level view of towers shall be mitigated by additional landscaping provisions as established through the special use permit process. The use of large trees from the approved urban forestry list of recommended species or native conifers is required at the spacing specified for the specific trees chosen. Alternatively, a landscaping plan may be submitted with the special use permit and, if approved, shall take precedence over the foregoing requirement.
 - (iii) Except for locations in the right-of-way, a site-obscuring fence (for example, wrought iron as opposed to barbed wire) no less than six feet (6') in height from the finished grade shall be constructed around each tower and around related support or guy anchors. Access shall only be through a locked gate. Any fence shall comply with the other design guidelines of the Code.
- (6) New Poles. To the extent technically feasible, new poles must be designed to match the existing street furniture, light fixtures and other poles, and they shall serve a dual purpose (for example, a new light fixture, flag pole or banner clips).
- (7) Other Published Materials. All other information or materials that the City may reasonably require, from time to time, make publicly available and designate as part of the application requirements.

17.08.825: SHARING OF SUPPORT TOWERS AND COLLOCATION OF FACILITIES:

- (a) It is the policy of the City to minimize the number of wireless communication support towers and to encourage the collocation of antenna arrays of more than one wireless communication service provider on a single support tower.
- (b) No new tower may be constructed within three quarters (3/4) of a mile of an existing tower, unless it can be demonstrated that an existing tower is not available or feasible for collocation of an additional wireless communication facility, or that its specific location does not satisfy the operational requirements of the applicant or that another departure from this standard is needed and the applicant can demonstrate that a significant gap in coverage or capacity exists and the applicant's submittal is the least intrusive means to fill the gap in coverage or capacity. Factors to be considered in determining whether applicant has made this demonstration include those listed below in Subsection (c).
- (c) Factors Considered in Granting Special Use Permits for Towers. In addition to any standards for consideration of special use permit applications pursuant to the City Code, the Planning Commission shall consider the following factors in determining whether to issue a special use permit, although the Commission may waive or reduce the burden on the applicant of one or more of these criteria if the Commission concludes that the goals of this Article are better served thereby.
 - (1) Height of the proposed tower. Towers exceeding a height of 75 feet shall be able to accommodate collocation of one additional provider. Additional height to accommodate additional collocation may be approved if the applicant submits information certifying the tower has capacity for at least two additional providers. The applicant shall provide a letter indicating their good faith intent to encourage collocation on the tower.
 - (2) Proximity of the tower to residential structures and residential district boundaries.
 - (3) Nature of uses on adjacent and nearby properties.
 - (4) Surrounding topography.
 - (5) Surrounding tree coverage and foliage.
 - (6) Design of the tower, with particular reference to design characteristics that have the effect of reducing or eliminating visual obtrusiveness.
 - (7) Proposed ingress and egress.
 - (8) No existing structures are located within the geographic area which meet applicant's engineering requirements.

- (9) Existing towers or structures do not have sufficient structural strength to support applicant's proposed antenna and related equipment.
 - (10) The applicant's proposed antenna would cause electromagnetic interference with the antenna on the existing towers or structures, or the antenna on the existing towers or structures would cause interference with the applicant's proposed antenna.
 - (11) The fees, costs, or contractual provisions required by the owner in order to share an existing tower or structure or to adapt an existing tower or structure for sharing are unreasonable. Costs exceeding new tower development are presumed to be unreasonable.
 - (12) The applicant demonstrates that there are other limiting factors not enumerated herein that render existing towers and structures unsuitable.
- (d) Placement Provisions - Towers. Towers shall be located only in those areas described in Table 1, provided that towers that are proposed to be located in a residential zone or within 200 feet of a residential zone shall be subject to the siting priorities set forth for preferred tower locations in Section 9.

Zone Category	Located in Public Right-of-way (ROW)	Maximum Tower Height	Stealth Design	Setback from Property Lines (does not apply within ROW)
Residential R-1 through R-34 (incl. infill), MH-8, NC & CC	Yes or No	75' [1]	Required	20'
Commercial C-17 & C-17L DC	Yes or No	76' - 90'[2]	Optional[2] Required[3]	20'
Manufacturing M & LM	Yes or No	91' - 120'[4]	Optional	20'

[1] If an applicant wants to construct a tower in a residential zone or within 200' of a residential zone, then stealth design is required.

[2] An additional 20 feet in height is allowed if applicant uses stealth design.

[3] DC zone requires stealth design. Preferred location on top of existing structure.

[4] An additional 30 feet in height is allowed if applicant uses stealth design.

Towers in industrial zones (M & LM) are subject to administrative review as long as the other requirements of this Article are met.

17.08.830: SETBACK REQUIREMENTS:

- (a) Notwithstanding the setbacks provided for in Table 1, when a residence is located on an adjacent property, the support tower structures shall be set back from property lines as required by that zone or a minimum of one foot (1') for every foot of tower height, whichever produces the greater setback, unless:
 - (1) the setback is waived by the owner of the residence; or
 - (2) the tower is constructed with breakpoint design technology. If the tower has been constructed using breakpoint design technology, the minimum setback distance shall be equal to one hundred ten percent (110%) of the distance from the top of the structure to the breakpoint level of the structure, or the applicable zone's minimum side setback requirements, whichever is greater. For example, on a 100-foot tall monopole with a breakpoint at eighty feet (80'), the minimum setback distance would be twenty-two feet (22') (110% of 20 feet, the distance from the top of the monopole to the breakpoint) or the minimum side yard setback requirements for that zone, whichever is greater. Provided, that if an applicant proposes to use breakpoint design technology to reduce the required setback from a residence, the issuance of building permits for the tower shall be conditioned upon approval of the tower design by a structural engineer.
- (b) All equipment shelters, cabinets, or other on the ground ancillary equipment shall meet the setback requirement of the zone in which it is located.

17.08.835: PREFERRED TOWER LOCATIONS:

All new towers proposed to be located in a residential zone or within two hundred feet (200') of a residential zone, or in the downtown core or infill zoning districts, are permitted only after application of the following siting priorities, ordered from most-preferred (1) to least-preferred (7):

- (1) City-owned or operated property and facilities not in the downtown, infill or residential zones and not including right-of-way;
- (2) industrial zones (M and LM);
- (3) commercial zones (C-17 and C-17L);
- (4) other non-residential zones (NC and CC);
- (5) City rights-of-way in residential zones;

- (6) parcels of land in residential zones;
- (7) designated historic structures, Downtown Core (DC) zoning district and overlay zoning districts, including neighborhoods with additional protections.

The applicant for a tower located in a residential zone or within two hundred feet (200') of a residential zone, or in the downtown core or infill zoning districts, shall address these preferences in an alternative sites analysis prepared pursuant to Section 10 below.

17.08.840: SUBMITTAL REQUIREMENTS:

(a) Alternative Sites Analysis.

- (1) For towers in a residential zone or within two hundred feet (200') of a residential zone, or in the downtown core or infill zoning districts, the applicant must address the City's preferred tower locations with a detailed explanation justifying why a site of higher priority was not selected. The City's tower location preferences must be addressed in a clear and complete written alternative sites analysis that shows at least three (3) higher ranked, alternative sites considered that are in the geographic range of the service coverage objectives of the applicant, together with a factually detailed and meaningful comparative analysis between each alternative candidate and the proposed site that explains the substantive reasons why the applicant rejected the alternative candidate.
- (2) A complete alternative sites analysis provided under this subsection may include less than three (3) alternative sites so long as the applicant provides a factually detailed written rationale for why it could not identify at least three (3) potentially available, higher ranked, alternative sites.
- (3) For purposes of disqualifying potential collocations or alternative sites for the failure to meet the applicant's service coverage or capacity objectives the applicant will provide (a) a description of its objective, whether it be to close a gap or address a deficiency in coverage, capacity, frequency or technology; (b) detailed technical maps or other exhibits with clear and concise RF data to illustrate that the objective is not met using the alternative (whether it be collocation or a more preferred location); and (c) a description of why the alternative (collocation or a more preferred location) does not meet the objective.

- (b) Collocation Consent. A written statement will be signed by a person with the legal authority to bind the applicant and the project owner, which indicates whether the applicant is willing to allow other transmission equipment owned by others to collocate with the proposed wireless communication facility whenever technically and economically feasible and aesthetically desirable.

(c) Documentation. Applications submitted under this Section for towers shall include the following materials:

- (1) Requirement for FCC Documentation. The applicant shall provide a copy of the applicant's FCC license or registration.
- (2) Visual Analysis. A color visual analysis that includes to-scale visual simulations that show unobstructed before-and-after construction daytime and clear-weather views from at least four angles, together with a map that shows the location of each view, including all equipment and ground wires.
- (3) Design Justification. A clear and complete written analysis that explains how the proposed design complies with the applicable design standards under this Section to the maximum extent feasible. A complete design justification must identify all applicable design standards under this Section and provide a factually detailed reason why the proposed design either complies or cannot feasibly comply.
- (4) Noise Study. A noise study, if requested by the City and the proposal is in or within two hundred feet (200') of residentially zoned property, in the downtown core or in infill zoning districts, for the proposed WCF and all associated equipment.
- (5) Additional Information Required. Applicants for a Special Use Permit for a tower shall also submit the following information:
 - (i) A scaled site plan clearly indicating the location, type, height and width of the proposed tower, on-site land uses and zoning, adjacent land uses and zoning (including when adjacent to other municipalities or the County), separation distances, adjacent roadways, photo simulations, a depiction of all proposed transmission equipment, proposed means of access, setbacks from property lines, elevation drawings or renderings of the proposed tower and any other structures, topography, parking, utility runs and other information deemed by the Community Planning Director to be necessary to assess compliance with this Article.
 - (ii) Legal description of the parent tract and leased parcel (if applicable).
 - (iii) The setback distance between the proposed tower and the nearest residential unit and the nearest residentially zoned property.
 - (iv) The separation distance from other towers described in the inventory of existing sites submitted pursuant to this Article shall be shown on an updated site plan or map. The applicant shall also identify the type of construction of the existing tower(s) and the owner/operator of the existing tower(s), if known.

- (v) A landscape plan showing specific landscape materials.
 - (vi) Method of fencing, and finished color and, if applicable, the method of camouflage and illumination.
 - (vii) A description of compliance with all applicable federal, state and local laws.
 - (viii) Identification of the entities providing the backhaul network for the tower(s) described in the application and other cellular sites owned or operated by the applicant in the municipality.
 - (ix) A description of the suitability of the use of existing towers or other structures to provide the services to be provided through the use of the proposed new tower.
 - (x) A clear and complete written statement of purpose which shall minimally include: (1) a description of the technical objective to be achieved; (2) a to-scale map that identifies the proposed site location and the targeted service area to be benefited by the proposed project; and (3) full-color signal propagation maps with objective units of signal strength measurement that show the applicant's current service coverage levels from all adjacent sites without the proposed site, predicted service coverage levels from all adjacent sites with the proposed site, and predicted service coverage levels from the proposed site without all adjacent sites. These materials shall be reviewed and signed by an Idaho-licensed professional engineer or a qualified employee of the applicant. The qualified employee of the applicant shall submit his or her qualifications with the application.
- (d) Radio Frequency (RF) Emissions Compliance Report. A written report will be prepared, signed and sealed by an Idaho-licensed professional engineer or a competent employee of the applicant, which assesses whether the proposed WCF demonstrates compliance with the RF emissions limits established by the FCC. The qualified employee of the applicant shall submit his or her qualifications with the application.

17.08.845: EXCEPTIONS TO STANDARDS:

- (a) Applicability. Except as otherwise provided in this Article (under Site Design Flexibility), no WCF shall be used or developed contrary to any applicable development standard unless an exception has been granted pursuant to this Section. These provisions apply exclusively to WCFs and are in lieu of the generally applicable variance and design departure provisions in this Code; provided this Section does not provide an exception from this Article's visual impact and stealth design.

- (b) Procedure Type. A WCF's exception is subject to approval by the Planning Commission.
- (c) Submittal Requirements. An application for a wireless communication facility exception shall include:
 - (1) A written statement demonstrating how the exception would meet the criteria.
 - (2) A site plan that includes:
 - (i) Description of the proposed facility's design and dimensions, as it would appear with and without the exception.
 - (ii) Elevations showing all components of the wireless communication facility, as it would appear with and without the exception.
 - (iii) Color simulations of the wireless communication facility after construction demonstrating compatibility with the vicinity, as it would appear with and without the exception.
- (d) Criteria. An application for a wireless communication facility exception shall be granted if the following criteria are met:
 - (1) The exception is consistent with the purpose of the development standard for which the exception is sought.
 - (2) Based on a visual analysis, the design minimizes the visual impacts to residential zones through mitigating measures, including, but not limited to, building heights, bulk, color, and landscaping.
 - (3) The applicant demonstrates the following:
 - (i) A significant gap in the coverage, capacity, or technologies of the service network exists such that users are regularly unable to connect to the service network, or are regularly unable to maintain a connection, or are unable to achieve reliable wireless coverage within a building;
 - (ii) The gap can only be filled through an exception to one or more of the standards in this Article; and
 - (iii) The exception is narrowly tailored to fill the service gap such that the wireless communication facility conforms to this Article's standards to the greatest extent possible.
 - (4) Exceptions in Residential Zones. For a new tower proposed to be located in a residential zone or within two hundred feet (200') of a residential zone, or in the downtown core or infill zoning districts, unless the proposal qualifies as a

preferred location on City-owned or operated property or facilities, the applicant must also demonstrate that the manner in which it proposes to fill the significant gap in coverage, capacity, or technologies of the service network is the least intrusive on the values that this Article seeks to protect.

17.08.850: REMOVAL OF ABANDONED ANTENNAS AND TOWERS:

Any antenna or tower that is not operated for a continuous period of twelve (12) months shall be considered abandoned, and the owner of such antenna or tower shall so notify the City in writing and remove the same within ninety (90) days of giving notice to the City of such abandonment. Failure to remove an abandoned antenna or tower within said ninety (90) days shall be grounds to remove the tower or antenna at the owner's expense, including all costs and attorneys' fees. Irrespective of any agreement between them to the contrary, the owner of such unused facility and the owner of a building or land upon which the WCF is located, shall be jointly and severally responsible for the removal of abandoned WCFs and the WCFs' foundation, if any. If there are two or more users of a single tower, then this provision shall not become effective until all users cease using the tower.

17.08.855: INDEPENDENT RF TECHNICAL REVIEW:

Although the City intends for City staff to review applications to the extent feasible, the City may retain the services of an independent RF expert of its choice to provide technical evaluation of permit applications for WCFs, when they are subject to special use permits, conditional use or administrative review. The third party expert shall have recognized training and qualifications in the field of radio frequency engineering. The RF expert's review may include, but is not limited to (a) the accuracy and completeness of the items submitted with the application; (b) the applicability of analysis and techniques and methodologies proposed by the applicant; (c) the validity of conclusions reached by the applicant; and (d) whether the proposed WCF complies with the applicable approval criteria set forth in this Article. The applicant shall pay the cost for any independent consultant fees through a deposit, estimated by the City, paid within ten (10) days of the City's request. When the City requests such payment, the application shall be deemed incomplete for purposes of application processing timelines until the deposit is received. In the event that such costs and fees do not exceed the deposit amount, the City shall refund any unused portion within thirty (30) days after the final permit is released or, if no final permit is released, within thirty (30) days after the City receives a written request from the applicant. If the costs and fees exceed the deposit amount, then the applicant shall pay the difference to the City before the permit is issued.

17.08.860: FINAL INSPECTION:

- (a) A certificate of completion will only be granted upon satisfactory evidence that the WCF was installed in substantial compliance with the approved plans and photo simulations.
- (b) If it is found that the WCF installation does not substantially comply with the approved plans and photo simulations, the applicant shall make any and all such changes required

to bring the WCF installation into compliance promptly and in any event prior to putting the WCF in operation.

17.08.865: COMPLIANCE:

- (a) All wireless communication facilities must comply with all standards and regulations of the FCC and any State or other federal government agency with the authority to regulate wireless communication facilities.
- (b) The site and wireless communication facilities, including all landscaping, fencing and related transmission equipment must be maintained at all times in a neat and clean manner and in accordance with all approved plans.
- (c) All graffiti on wireless communication facilities must be removed at the sole expense of the permittee after notification by the City to the owner/operator of the WCF.
- (d) If any FCC, State or other governmental license or any other governmental approval to provide communication services is ever revoked as to any site permitted or authorized by the City, the permittee must inform the City of the revocation within thirty (30) days of receiving notice of such revocation.

17.08.870: INDEMNIFICATION:

Each permit issued for a WCF located on City property shall be deemed to have as a condition of the permit a requirement that the applicant defend, indemnify and hold harmless the City and its officers, agents, employees, volunteers, and contractors from any and all liability, damages, or charges (including attorneys' fees and expenses) arising out of claims, suits, demands, or causes of action as a result of the permit process, a granted permit, construction, erection, location, performance, operation, maintenance, repair, installation, replacement, removal, or restoration of the WCF.

17.08.875: ELIGIBLE FACILITIES REQUEST:

- (a) Purpose. This Section implements Section 6409(a) of the Spectrum Act (47 U.S.C. Section 1455(a)), as interpreted by the FCC in its Report and Order No. 14-153 and regulated by 47 C.F.R. § 1.40001, which requires a state or local government to approve any Eligible Facilities Request for a modification of an existing tower or base station that does not result in a substantial change to the physical dimensions of such tower or base station. Eligible Facilities Requests shall be governed solely by the provisions in this Section and Federal law.

(b) Application Review.

- (1) **Application.** The City shall prepare and make publicly available an application form, the requirements for which shall be limited to the information necessary for the City to consider whether an application is an Eligible Facilities Request. The City may not require an applicant to submit any other documentation intended to illustrate the need for any such wireless facilities or to justify the business decision to modify such wireless facilities.
- (2) **Review.** Upon receipt of an application for an Eligible Facilities Request pursuant to this Section, the City shall review such application, make its final decision to approve or disapprove the application, and advise the applicant in writing of its final decision.
- (3) **Timeframe for Review.** Within 60 days of the date on which an applicant submits an application seeking approval of an Eligible Facilities Request under this Section, the City shall review and act upon the application, subject to the tolling provisions below.
- (4) **Tolling of the Timeframe for Review.** The 60-day review period begins to run when the application is filed, and may be tolled only by mutual agreement between the City and the applicant, or in cases where the City determines that the application is incomplete. The timeframe for review is not tolled by a moratorium on the review of applications.
 - (i) To toll the timeframe for incompleteness, the City must provide written notice to the applicant within 30 days of receipt of the application, specifically delineating all missing documents or information required in the application.
 - (ii) The timeframe for review begins running again when the applicant makes a supplemental submission in response to the City's notice of incompleteness.
 - (iii) Following a supplemental submission, the City will have 10 days to notify the applicant that the supplemental submission did not provide the information identified in the original notice delineating missing information. The timeframe is tolled in the case of second or subsequent notices pursuant to the procedures identified in this Section. Second or subsequent notices of incompleteness may not specify missing documents or information that was not delineated in the original notice of incompleteness.

- (5) Failure to Act. In the event the City fails to approve or deny a complete application under this Section within the timeframe for review (accounting for any tolling), the request shall be deemed granted provided the applicant notifies the City in writing after the review period has expired.

17.08.880: COLLOCATION APPLICATION:

(a) Purpose. This Section implements, in part, 47 U.S.C. Section 332(c)(7) of the Federal Communications Act of 1934, as amended, as interpreted by the FCC in its Report and Order No. 14-153. Except when a shorter timeframe is otherwise required under this Article, the following timeframes apply to collocation.

(b) Application Review.

(1) Application. The City shall prepare and make publicly available an application form, the requirements of which shall be limited to the information necessary for the City to consider whether an application is a collocation request.

(2) Review. Upon receipt of an application for a collocation request pursuant to this Section, the City shall review such application, make its final decision to approve or disapprove the application, and advise the applicant in writing of its final decision.

(3) Timeframe for Review. Within 90 days of the date on which an applicant submits an application seeking approval of a collocation request under this Section, the City shall review and act upon the application, subject to the tolling provisions below.

(4) Tolling of the Timeframe for Review. The 90-day review period begins to run when the application is filed, and may be tolled only by mutual agreement between the City and the applicant, or in cases where the City determines that the application is incomplete.

(i) To toll the timeframe for incompleteness, the City must provide written notice to the applicant within 30 days of receipt of the application, specifically delineating all missing documents or information required in the application.

(ii) The timeframe for review begins running again when the applicant makes a supplemental submission in response to the City's notice of incompleteness.

(iii) Following a supplemental submission, the City will notify the applicant within 10 days that the supplemental submission did not provide the

information identified in the original notice delineating missing information. The timeframe is tolled in the case of second or subsequent notices pursuant to the procedures identified in this Section. Second or subsequent notices of incompleteness may not specify missing documents or information that was not delineated in the original notice of incompleteness.

- (5) Failure to Act. In the event the City fails to approve or deny a complete application under this Section within the timeframe for review (accounting for any tolling), the applicant shall be entitled to pursue all remedies under applicable law.

17.08.885: NEW SITE OR TOWER APPLICATION:

- (a) Purpose. This Section also implements, in part, 47 U.S.C. Section 332(c)(7) of the Federal Communications Act of 1934, as amended, as interpreted by the FCC in its Report and Order No. 14-153.
- (b) Application Review.
 - (1) Application. The City shall prepare and make publicly available an application form, the requirements of which shall be limited to the information necessary for the City to consider whether an application is a request for a new site or tower.
 - (2) Review. Upon receipt of an application for a request for a new site or tower pursuant to this Section, the City shall review such application, make its final decision to approve or disapprove the application, and advise the applicant in writing of its final decision.
 - (3) Timeframe for Review. Within 150 days of the date on which an applicant submits an application seeking approval of a request for a new site or tower under this Section, the City shall review and act upon the application, subject to the tolling provisions below.
 - (4) Tolling of the Timeframe for Review. The 150-day review period begins to run when the application is filed, and may be tolled only by mutual agreement between the City and the applicant, or in cases where the City determines that the application is incomplete.
 - (i) To toll the timeframe for incompleteness, the City must provide written notice to the applicant within 30 days of receipt of the application, specifically delineating all missing documents or information required in the application.

- (ii) The timeframe for review begins running again when the applicant makes a supplemental submission in response to the City's notice of incompleteness.
 - (iii) Following a supplemental submission, the City will notify the applicant within 10 days that the supplemental submission did not provide the information identified in the original notice delineating missing information. The timeframe is tolled in the case of second or subsequent notices pursuant to the procedures identified in this Section. Second or subsequent notices of incompleteness may not specify missing documents or information that were not delineated in the original notice of incompleteness.
- (5) Failure to Act. In the event the City fails to approve or deny a complete application under this Section within the timeframe for review (accounting for any tolling), the applicant shall be entitled to pursue all remedies under applicable law.

17.08.890: APPLICATION FEES:

In connection with the filing of an application, the applicant shall pay all applicable application fees, according to the currently adopted fee schedule.

17.08.895: LAWS, RULES AND REGULATIONS:

This Article shall be subject to all applicable laws, rules and regulations.

17.08.897: CONFLICTS:

These Wireless Communication Facilities regulations are in addition to other regulations in the zoning code. In case of a conflict between regulations, the most restrictive shall apply except as otherwise indicated.

17.08.898: SEVERABILITY:

The various parts, sentences, paragraphs, sections and clauses of this Article are hereby declared to be severable. If any part, sentence, paragraph, section or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the Article shall not be affected thereby.

SECTION 3. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 4. The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or

inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein.

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

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on October 17, 2017.

APPROVED, ADOPTED and SIGNED this 17th day of October, 2017.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Repealing Chapter 17.08, Article VIII, Coeur d'Alene Municipal Code; and
Enacting a new Chapter 17.08, Article VIII, Coeur d'Alene Municipal Code

AN ORDINANCE REPEALING CHAPTER 17.08, ARTICLE VIII, COEUR D'ALENE MUNICIPAL CODE, ENTITLED WIRELESS COMMUNICATION FACILITIES REGULATIONS; ADOPTING A NEW CHAPTER 17.08, ARTICLE VIII, COEUR D'ALENE MUNICIPAL CODE, ENTITLED WIRELESS COMMUNICATION FACILITIES REGULATIONS, INCLUDING DEFINITIONS, GENERAL AND SPECIFIC REQUIREMENTS, STANDARDS, PERMITTED LOCATIONS, APPLICATIONS, REVIEW AND INSPECTIONS, COMPLIANCE, INDEMNIFICATION, PERMITS, AND FEES; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Michael C. Gridley, am City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Repealing Chapter 17.08, Article VIII, Coeur d'Alene Municipal Code, and Enacting a new Chapter 17.08, Article VIII, Coeur d'Alene Municipal Code, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 17th day of October, 2017.

Michael C. Gridley, City Attorney

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

RECEIVED

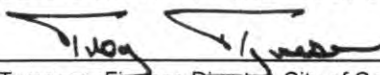
OCT 09 2017

City of Coeur d Alene
Cash and Investments
9/30/2017

CITY CLERK

Description	City's Balance
U.S. Bank	
Checking Account	665,250
Checking Account	30,295
Investment Account - Police Retirement	1,246,675
Investment Account - Cemetery Perpetual Care Fund	1,608,747
Wells Fargo Bank	
Federal Home Loan Bank	997,191
Community 1st Bank	
Certificate of Deposit	1,004,753
Certificate of Deposit	205,603
Idaho Independent Bank	
Secure Muni Investment	249,431
Idaho Central Credit Union	
Certificate of Deposit	250,025
Idaho State Investment Pool	
State Investment Pool Account	36,325,730
Spokane Teacher's Credit Union	
Certificate of Deposit	252,349
Cash on Hand	
Finance Department Petty Cash	500
Treasurer's Change Fund	1,350
Police Change Fund	75
Library Change fund	180
Cemetery Change Fund	20
Total	<u><u>42,838,174</u></u>

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


Troy Tymesen, Finance Director, City of Coeur d'Alene, Idaho

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 TWELVE MONTHS ENDED
 September 30, 2017

RECEIVED

OCT 09 2017

CITY CLERK

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 9/30/2017	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$231,305	\$220,751	95%
	Services/Supplies	11,400	8,571	75%
Administration	Personnel Services	328,000	331,426	101%
	Services/Supplies	51,120	50,675	99%
Finance	Personnel Services	693,506	677,113	98%
	Services/Supplies	481,780	458,589	95%
Municipal Services	Personnel Services	1,153,286	1,157,310	100%
	Services/Supplies	522,138	489,905	94%
	Capital Outlay			
Human Resources	Personnel Services	233,632	213,567	91%
	Services/Supplies	93,025	67,264	72%
Legal	Personnel Services	1,114,688	1,099,260	99%
	Services/Supplies	92,653	87,633	95%
Planning	Personnel Services	545,298	530,506	97%
	Services/Supplies	39,350	20,730	53%
	Capital Outlay			
Building Maintenance	Personnel Services	365,580	306,523	84%
	Services/Supplies	155,606	146,595	94%
	Capital Outlay			
Police	Personnel Services	11,983,804	11,360,684	95%
	Services/Supplies	1,282,776	1,260,914	98%
	Capital Outlay	245,405	452,221	184%
Fire	Personnel Services	8,811,284	8,674,288	98%
	Services/Supplies	567,003	584,005	103%
	Capital Outlay	3,205,245	3,275,408	102%
General Government	Services/Supplies	94,725	139,930	148%
	Capital Outlay	1,600,000	1,152,525	72%
Byrne Grant (Federal)	Services/Supplies	43,635	27,784	
	Capital Outlay	46,808	65,087	
COPS Grant	Personnel Services	190,189	142,320	75%
CdA Drug Task Force	Services/Supplies	30,710	13,097	43%
	Capital Outlay			
Streets	Personnel Services	2,384,633	2,395,536	100%
	Services/Supplies	697,380	725,442	104%
	Capital Outlay	57,000	45,342	80%

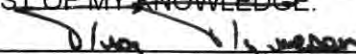
CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 TWELVE MONTHS ENDED
 September 30, 2017

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 9/30/2017	PERCENT EXPENDED
Engineering Services	Personnel Services	434,701	428,178	98%
	Services/Supplies	960,706	864,102	90%
	Capital Outlay			
Parks	Personnel Services	1,423,537	1,486,411	104%
	Services/Supplies	536,450	554,474	103%
	Capital Outlay	44,000	40,015	91%
Recreation	Personnel Services	550,809	421,956	77%
	Services/Supplies	157,430	182,108	116%
	Capital Outlay	5,000		
Building Inspection	Personnel Services	865,887	905,276	105%
	Services/Supplies	41,206	37,044	90%
	Capital Outlay			
Total General Fund		<u>42,372,690</u>	<u>41,100,565</u>	<u>97%</u>
Library	Personnel Services	1,208,298	1,177,806	97%
	Services/Supplies	199,850	227,642	114%
	Capital Outlay	160,000	154,758	97%
CDBG	Services/Supplies	606,873	111,712	18%
Cemetery	Personnel Services	186,235	193,645	104%
	Services/Supplies	103,725	97,100	94%
	Capital Outlay	30,000	28,164	94%
Impact Fees	Services/Supplies	960,639	578,900	60%
Annexation Fees	Services/Supplies	193,000	193,000	100%
Parks Capital Improvements	Capital Outlay	264,500	155,080	59%
Cemetery Perpetual Care	Services/Supplies	157,500	143,499	91%
Jewett House	Services/Supplies	25,855	15,429	60%
Reforestation	Services/Supplies	2,000	3,392	170%
Street Trees	Services/Supplies	100,000	75,513	76%
Community Canopy	Services/Supplies	1,500	1,162	77%
Public Art Fund	Services/Supplies	231,300	88,661	38%
		<u>4,431,275</u>	<u>3,245,463</u>	<u>73%</u>
Debt Service Fund		<u>937,407</u>	<u>201,428</u>	<u>21%</u>

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
TWELVE MONTHS ENDED
September 30, 2017

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 9/30/2017	PERCENT EXPENDED
Seltice Way	Capital Outlay	675,000	700,454	104%
Seltice Way Sidewalks	Capital Outlay	325,000	9,862	3%
Traffic Calming	Capital Outlay	20,000	40,221	201%
Govt Way - Hanley to Prairie	Capital Outlay	3,484,000	1,413,891	41%
Levee Certification	Capital Outlay	30,000	25,884	86%
Fastlane Project	Capital Outlay	330,000	330,039	100%
Medina Avenue	Capital Outlay	400,000	129,561	32%
Kathleen Avenue Widening	Capital Outlay	39		
Margaret Avenue	Capital Outlay	65,000		
4th and Dalton	Capital Outlay	25,000		
Ironwood	Capital Outlay	850,000	437,185	
		6,204,039	3,087,097	50%
Street Lights	Services/Supplies	622,000	583,059	94%
Water	Personnel Services	1,951,906	1,965,408	101%
	Services/Supplies	4,376,100	1,733,507	40%
	Capital Outlay	3,225,000	1,276,923	40%
Water Capitalization Fees	Services/Supplies	1,950,000		
Wastewater	Personnel Services	2,609,284	2,539,133	97%
	Services/Supplies	7,205,619	2,336,084	32%
	Capital Outlay	12,496,100	6,315,093	51%
	Debt Service	2,178,063	2,177,293	100%
WW Capitalization	Services/Supplies	2,500,000		
Sanitation	Services/Supplies	3,359,286	3,039,392	90%
Public Parking	Services/Supplies	258,346	141,931	55%
	Capital Outlay	328,500	135,293	41%
Drainage	Personnel Services	110,381	112,255	102%
	Services/Supplies	637,130	355,941	56%
	Capital Outlay	400,000	176,749	44%
Total Enterprise Funds		44,207,715	22,888,061	52%
Kootenai County Solid Waste		2,500,000	2,531,830	101%
Police Retirement		173,200	172,463	100%
Business Improvement District		210,000	81,000	39%
Homeless Trust Fund		5,200	5,129	99%
Total Fiduciary Funds		2,888,400	2,790,422	97%
TOTALS:		\$101,041,526	\$73,313,036	73%

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


 Troy Tymesen, Finance Director, City of Coeur d'Alene, Idaho

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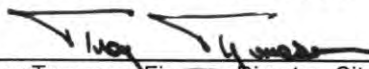
OCT 09 2017

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

CITY CLERK

FUND	BALANCE 8/31/2017	RECEIPTS	DISBURSE- MENTS	BALANCE 9/30/2017
<u>General-Designated</u>	\$1,043,405	\$248,294	\$263,468	\$1,028,231
<u>General-Undesignated</u>	13,828,932	3,023,500	7,319,479	9,532,953
<u>Special Revenue:</u>				
Library	321,688	7,262	143,092	185,858
CDBG	(658)		31,819	(32,477)
Cemetery	(11,612)	29,870	29,397	(11,139)
Parks Capital Improvements	482,512	22,801	13,367	491,946
Impact Fees	3,065,365	23,644	1,051	3,087,958
Annexation Fees	512,330	699	66	512,963
Insurance	-			-
Cemetery P/C	1,609,693	8,963	6,406	1,612,250
Jewett House	32,419	44	5,816	26,647
Reforestation	24,636	34	4	24,666
Street Trees	213,786	3,592	4,607	212,771
Community Canopy	2,715	3		2,718
CdA Arts Commission	-			-
Public Art Fund	100,819	138	12	100,945
Public Art Fund - ignite	517,362	113,733	3,382	627,713
Public Art Fund - Maintenance	89,875	123	8,751	81,247
<u>Debt Service:</u>				
2015 G.O. Bonds	536,462	2,177	131	538,508
LID Guarantee	(0)			(0)
LID 149 - 4th Street				
<u>Capital Projects:</u>				
Street Projects	(301,890)	75,976	156,765	(382,679)
<u>Enterprise:</u>				
Street Lights	15,287	42,657	92,737	(34,793)
Water	2,203,183	977,132	1,016,256	2,164,059
Water Capitalization Fees	5,319,639	50,894	3,002	5,367,531
Wastewater	5,128,223	911,172	1,371,788	4,667,607
Wastewater-Reserved	1,020,653	27,500		1,048,153
WWTP Capitalization Fees	6,937,239	160,348	913	7,096,674
WW Property Mgmt	60,668			60,668
Sanitation	1,024,353	329,557	282,288	1,071,622
Public Parking	193,735	56,531	8,278	241,988
Drainage	795,850	82,741	71,824	806,767
Wastewater Debt Service	2,168,674	2,960	1,144,719	1,026,915
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	234,992	205,810	237,039	203,763
LID Advance Payments	209			209
Police Retirement	1,272,588	14,207	22,327	1,264,468
Sales Tax	2,926	1,475	2,926	1,475
BID	225,014	10,693	26,027	209,680
Homeless Trust Fund	405	310	405	310
GRAND TOTAL	\$48,671,476	\$6,434,840	\$12,268,142	\$42,838,174

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


Troy Tymosen, Finance Director, City of Coeur d'Alene, Idaho