

Coeur d'Alene

CITY COUNCIL MEETING

October 20, 2015

MEMBERS OF THE CITY COUNCIL:

Steve Widmyer, Mayor

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

CONSENT CALENDAR

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

October 6, 2015

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 6, 2015 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

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

CALL TO ORDER: The meeting was called to order by Mayor Widmyer.

INVOCATION: The invocation was provided by Pastor Jeff Rinehart with Chi-Ro Community Church of Coeur d'Alene.

PLEDGE OF ALLEGIANCE: The pledge of allegiance was led by Councilmember Adams.

AMENDMENT: MOTION: Motion by McEvers, seconded by Gookin that the Other Business items listed as items 3 and 4 (ZC-1-14 and A-4-14) with applicant Larry Fluet Revocable Trust, be heard at the October 20, 2015 Council meeting. **Motion Carried.**

Mayor Widmyer announced he will be moving Resolution No. 15-055 forward on the agenda before Public Comments, but will allow for public comments after the staff report is given.

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

1. Approval of Council Minutes for September 15, 2015.
2. Approval of Bills as Submitted.
3. Setting of General Services and Public Works Committees meetings for October 12, 2015 at 12:00 noon and 4:00 p.m. respectively.
4. Approval of a Cemetery Lot transfer from Rosa Cardwell to Kevin Cardwell for Lot 11, Block 61, Section A, Forest Cemetery
 - a. **Resolution No. 15-052-** 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 DECLARATION OF VARIOUS SURPLUS EQUIPMENT – STREET DEPARTMENT; APPROVING A RETIREMENT MEDICAL BENEFIT PLAN

AGREEMENT WITH LT. MIKE CALDERWOOD; APPROVING A 6-MONTH LEASE AGREEMENT EXTENSION WITH COMMERCIAL PROPERTY MANAGEMENT, LLC FOR OFFICE SPACE AT 816 SHERMAN AVENUE; AND APPROVING THE DESTRUCTION OF TEMPORARY RECORDS – LEGISLATIVE COMMITTEE.

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

RESOLUTION NO. 15-055

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A LAND LEASE AGREEMENT FOR APPROXIMATELY 3,200 SQUARE FEET OF LAND IN MEMORIAL PARK WITH THE COEUR D'ALENE CAROUSEL FOUNDATION, INC. TO HOUSE AND OPERATE THE PLAYLAND PIER CAROUSEL.

STAFF REPORT: Parks and Recreation Director Steve Anthony explained that the Coeur d'Alene Carousel Foundation is in possession of the original Playland Pier Carousel. During a recent Council workshop, the Council gave direction to staff to move forward with negotiating a lease agreement with the Foundation. The Foundation requested to lease a 3,200 square foot piece of land to locate the Carousel within a Coeur d'Alene Park. The final proposed location is east of the Memorial Field Grandstand which would include the ability to build an enclosure for the carousel. Staff recommends a seasonal lease in the amount of \$100.00 per year and 5% of the net profits for a 15 year renewable term. The lease would be from April 1 to October 3, but allows for some limited special event use during the off season. Staff also recommends that the Foundation have a \$60,000.00 Endowment Fund before construction begins on the building. The lease requires that any amplification devices/speakers be facing toward Northwest Boulevard to minimize sound to the neighborhood. Mr. Anthony clarified that if the Foundation ever fails to meet the lease requirements or closes, they would remove the carousel at their cost and the building would become the property of the City.

Mayor Widmyer noted that he recently visited carousels in Missoula and Helena in Montana. He noticed that when he was approximately 50 feet away from the carousel he could not hear any of the music. He reiterated that donated funds will be used by the Foundation to build the building. Councilmember Miller asked the Foundation if they will be operating concessions within the building. Mr. Anthony explained that the only concession will continue to be within the Memorial Field concession stand. Councilmember Miller asked if the drawing presented was a part of the master planning public input meetings. Mr. Anthony explained that the carousel was in another proposed location. After a recent meeting with the Fort Ground Homeowners Association, this new location was proposed as a compromise. Councilmember Miller expressed concern regarding the ability of the community to give input on this design. Mr. Anthony clarified that the input received at the public meetings was supportive of the carousel placement in the area, and that the biggest concern has been the noise to the neighborhood. Councilmember Gookin asked for clarification regarding the plaza area outside of the leased area. Mr. Anthony explained that there would be tree plantings and landscaping around the building. Councilmember Gookin asked for information regarding why the carousel was not placed at

McEuen or Independence point. Mr. Anthony explained that during the review of Independence Point it was determined that views and vistas would be blocked and it would not fit in with current uses. View and vistas were determined to be a concern at McEuen as well, and the Foundation was not given the opportunity to ask for placement at McEuen.

Mr. Anthony explained that IRS 990 form will be provided to the City and profits will be determined based on that data. Councilmember Gookin asked how the endowment amount and hours of operation were determined. Mr. Anthony explained that those items were negotiated with the Foundation and the endowment is equal to three years of operating capital.

Councilmember McEvers noted that this was the first time he has seen the roadway plan. Mr. Anthony clarified that this is a new road plan that is scheduled to be presented at the next Council meeting. Councilmember Evans noted that the sound issue is addressed within the lease, so there should not be music spilling out of the building.

MOTION: Motion by Gookin, seconded by Adams, to approve **Resolution No. 15-055**, approving an Agreement with the Coeur d'Alene Carousel Foundation for lease of land within Memorial Field Plaza.

DISCUSSION: Discussion ensued regarding sound restrictions within the park and bandshell. City Attorney Mike Gridley confirmed that there is nothing in the Ordinance regarding hours of operation outside of a residential zone but there are policies that regulate hours within the park. Mr. Anthony noted that the Parks Department owns and utilizes a decibel meter. Councilmember Gookin asked for information regarding pedestrian safety on Mullan Avenue and Ironman setup. Mr. Anthony noted that the proposed roadway plan changes Mullan from five lanes to two lanes and a plaza area around the roundabout will be more pedestrian friendly. Although he has not discussed options with Ironman, there should be ample area to accommodate them. City Administrator Jim Hammond explained that a ball game or concert is different as they are broadcasting to a crowd, versus background music to carousel riders. Mr. Gridley explained that the regulations within a residential zone provide a timeframe for higher decibel use from 7:00 a.m. to 10:00 p.m. Other regulations pertaining to amplified music say that it shall be unlawful for anyone to amplify sound within the City in a manner that disturbs the peace of a reasonable person and/or is audible beyond 50 feet. The lease clearly says that there will be no broadcast of music outside of the building.

Councilmember Adams noted that as a young boy he rode the carousel and it was very exciting to have it return. He thanked the Foundation and those willing to donate. He believes that the Foundation will be great neighbors and believes that the lease has the language needed for enforcement of sound issues. Councilmember Miller expressed concern that this is a lease for development within a park before a development plan of the park has been approved. However, it will be within the bounds of the existing park area, so it is not dependent upon other development in order to move forward. Mayor Widmyer reiterated that this development will occur with private dollars and that this project was brought forward by citizens that care and it demonstrates what the community is about.

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

PUBLIC COMMENTS:

Carousel:

Rita Sims Snyder, Coeur d'Alene, explained that she represents the Carousel Foundation and presented some historical photographs of the carousel. She noted that John and Pat Foote gifted the carousel to this community and thanked those who provided donations and support; specifically Welch Comer and Steve Anthony. She reiterated that the Carousel Foundation is a non-profit and that the carousel is fully intact and restored. She believes this is the only known carousel to come back to a community after so many years away. The Foundation thinks this is a great proposed location and that it is better than McEuen, due to the Northwest Boulevard exposure. She clarified that the Foundation would abide by all city ordinances. The grandstand and trees will offer a sound buffer. Fundraising has always been dependent upon where the carousel was going to be located. She announced that local benefactor, Bud Ford, has offered to match funds up to \$500,000 until December 31, 2015. Please send donations to P.O. Box 170, Coeur d'Alene, ID 83816.

Marlow Faulkner, Coeur d'Alene, expressed concern with the noise, as she lives in front of the park. The park currently does not allow amplified sound prior to noon and wondered why the carousel could not conform the same way. She also questioned why the start of the Lease was April as she felt it should be May. She suggested that the building be built with brick to further absorb the sound. She does not feel the City enforces the sound code in the City Park. She further suggested that the building should have openings at the front and not the back. She noted that many of the neighbors have not seen this plan before.

Roger Snyder, Coeur d'Alene, said he was pleased that the carousel has been restored. He expressed concern regarding the hours and dates of operation and that they will operate under other special events. He believes that the number of hours of music would constitute a nuisance. Under the existing noise ordinance the neighborhood often hears amplified noise, even behind closed doors. He suggested that the Council add a sentence to say "In order to ensure quiet enjoyment of the homes; the sound should not be audible in the residential neighborhood."

Cathy Simms, Coeur d'Alene, expressed happiness that the carousel is coming back to Coeur d'Alene. The Foundation has been patient with the determination of a location and she felt that this is the perfect location. She thanked Mr. Anthony for his work and Bud Ford for his generous offer.

Patty Jester, Coeur d'Alene, explained that she talked with someone who works near Spokane's carousel and he noted that he could hear the music within the building, without open windows, all day long. She is in favor of the carousel but questions the location over McEuen Park, as McEuen has parking and a playground for the children without the worry of crossing a city street. She also expressed concern with accommodating Ironman.

Sharron Culbreth, Coeur d'Alene, said that she moved into the Fort Ground neighborhood because of the noise and activity, and believes it is very positive. She believes it is the best placement of the carousel.

Chris Numbly, Coeur d'Alene, said she has been a member of Foundation since its beginning. Location has been the main discussion within the Foundation and they looked at Riverstone, McEuen, and felt any place within those parks would face heavy objection. They are looking at the four-corners as the historical ball field is there and feels this will be another historic landmark for years to come. She noted that the support from the community has been overwhelming and they have received many community thanks. She requested the Council vote in favor of the lease.

Karen Lawson, Coeur d'Alene, explained that she lives at the northwest corner of the park. Most of the people love the carousel but the neighborhood is cautious about noise pollution. She is constantly complaining to NIC about the noise from the ball games and that the city ordinances are mostly ignored. Most people do not understand what the city requires. She concurred that the Foundation is working hard to mitigate the noise concerns.

Mary Landers, Coeur d'Alene, explained that she lives within the Fort Grounds and moved there in 1986. She does not think the neighborhood is too noisy. She misses the past uses no longer allowed within the neighborhood. She is in support of the Carousel placement.

Deb Cordes, Coeur d'Alene, noted that she lives within the Fort Grounds across from the park, and has lived there for 17 years. She is fan of the carousel and thinks it belongs in the historic neighborhood. When the city issues a permit for amplified sound for the bandshell she can hear it within her home, so the existing sound ordinance does not keep the sound out of their homes. She knows that those sounds only last for a few hours so her concern is with the wording in the lease regarding compliance with the city's noise ordinance which does not protect the homeowners. She would like some assurances within the lease.

Marc Faulkner, Coeur d'Alene, said he has mixed feelings as he supports the carousel, but is frustrated because this is the only time that the City has not come to the Fort Ground Homeowners Association. He believes there is no guarantee that they are not going to hear this music. He predicts that the carousel will be out of business within five years.

RECESS: The Mayor called for a 5-minute recess at 7:30 p.m. The meeting resumed at 7:34 p.m.

3rd Street Boat Ramp: Keith Peila, Coeur d'Alene, expressed concern regarding 3rd Street boat ramp operations. He expressed frustration that the parking costs have gone from \$6.00 to park to \$15.00. He believes the Diamond parking ticket machine should be thrown away. He believes the 3rd Street ramp is the best ramp on the lake, but it is ridiculous that the City charges so much more than other area launches. Additionally, he noted that rental boats and jet ski rentals are dominating the dock. He noted that the launch fee envelopes are missing a receipt tab. He mentioned that the Honeysuckle Beach meter is better. Finance Director, Troy Tymesen stated that the rates have not changed, and that the double parking fee is what should have been charged

in the past. The original McEuen Plan did not include the launch, so the City is seeking improvements to the collection of the launch fee. Mayor Widmyer noted that there is free parking next to City Hall.

MAYOR AND COUNCIL ANNOUNCEMENTS:

Councilmember Gookin announced that the Kootenai Metropolitan Planning Organization (KMPO) is looking for volunteers, residing within Kootenai County, to serve on the KCATT committee which makes recommendations regarding transportation within the County. There are five non-voting member openings available. If you are interested please visit www.kmpo.net to access the application form.

Mayor Widmyer asked for the appointment of John Bruning; Adrienne Cronebaugh; Micheal Walker, and June McClain to the Natural Open Space Committee.

MOTION: Motion by Edinger, seconded by McEvers to approve the appointment of John Bruning; Adrienne Cronebaugh; Micheal Walker, June McClain to the Natural Open Space Committee. **Motion carried.**

RESOLUTION NO. 15-053

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ADOPTING THE 2010 TRAILS AND BIKEWAYS MASTER PLAN, AS AMENDED, TO IDENTIFY VARIOUS ADDITIONAL BIKE LANES.

STAFF REPORT: Trails Coordinator Monte McCully explained that there are several updates to the Trails and Bikeways Master Plan; however, they will not be ready until early winter. This proposed amendment is timely as the bike lanes can be installed with the city's fall roadway projects. The additions to the plan would include lanes on 4th Street on the east side from Safeway to Harrison; Hubbard Avenue from Lincoln to NW Blvd; Lincoln Avenue from Harrison to Idaho; and Potlatch Hill Road from Coeur d'Alene Lake Drive to the Fernan Lake Natural Area trailhead. The addition of these bike lanes will close gaps in connectivity in the bike lane network. Mr. McCully clarified that he sent notices to the businesses along 4th Street and received no feedback. On Hubbard Avenue there are three property owners involved and one stated that he was not in favor of removing the on-street parking, but does have a parking lot. Along Harrison there is a mix of commercial and residential uses, and he received one response in favor. Next year the City will be applying for the Bike Friendly Community designation at the Silver Status level and closing these gaps is one of the requirements to achieve that status. The City Street Department is gearing up to begin fall stripping and these lanes could be included during that time with minimal additional costs.

MOTION: Motion by Gookin, seconded by McEvers, to approve **Resolution No. 15-053**, approving amendments to the 2010 Trails and Bikeways Master Plan.

DISCUSSION: Councilmember Gookin commented that he believes that the Pedestrian and Bicycle Advisory Committee should report direct to the City Council and should cover

transportation issues such as sidewalks and accessibility concerns. Councilmember Adams asked for clarification regarding the lanes on Potlach hill. Mr. McCully explained that they will ensure that the vehicle travel lanes will be 12 feet wide.

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

RESOLUTION NO. 15-054

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A PURCHASE AND SALE AGREEMENT WITH ARMSTRONG MARINE FOR A THIRTY TWO (32') FOOT VESSEL – FIRE BOAT.

STAFF REPORT: Fire Chief Kenny Gabriel explained that the public safety bond was approved in May and he is now requesting the purchase of the first piece of equipment authorized by that bond. Bids were accepted and Armstrong Marine, Inc. was the low bidder at \$402,104.47, which includes a two year warranty. The additional equipment will be approximately \$18,000. The budgeted amount for this item was \$450,000. The purpose of the boat is to fight fires and aid patients directly on the boat, which requires the boat to be able to go into shallow water. The boat will have a version of side scan sonar and will be able to see if something is below the water surface, as well as night sonar.

MOTION: Motion by Edinger, seconded by Adams, to approve **Resolution No. 15-054**, Acceptance of bid and purchase approval of a 32' Fire Boat from Armstrong Marine, Inc.

DISCUSSION: Councilmember Gookin asked for additional information regarding marina fires noted within the staff report. Chief Gabriel explained that thieves have been going through boats and shooting flare guns directly in the air, landing upon the boats, starting fires. Councilmember Gookin questioned how mutual aid with other fire departments will work with the boat. Chief Gabriel explained that the department would consider each request to determine if they could provide aid and still service the City of Coeur d'Alene. The boat will be housed at the 11th Street Marina until they can find a year round location.

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

A-2-15 ANNEXATION OF BURLINGTON NORTHERN RIGHT-OF-WAY – HIGHWAY 95 TO HUBBARD - Pursuant to Council Action on July 21, 2015

MOTION: Motion by McEvers, seconded by Evans to approve the Findings and Order for A-2-15 Annexation from County Industrial; +/- 9.33 acres of former Railroad property lying near Highway 95 and extending to the Hubbard Street right-of-way, annexation from County Industrial (I) to City C-17 (Commercial at 17 unites/acre). **Motion carried.**

**COUNCIL BILL NO. 15-1023
ORDINANCE NO. 3522**

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SOUTH HALF OF SECTION 11 AND THE NORTH HALF OF SECTION 14, TOWNSHIP 50, NORTH, RANGE 4 WEST, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

MOTION: Motion by McEvers, seconded by Evans, to pass the first reading of **Council Bill No. 15-1023**.

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

MOTION: Motion by McEvers, seconded by Evans, to suspend the rules and to adopt **Council Bill 15-1023** by its having had one reading by title only.

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

ZC-1-15; 3113 N GOV'T WAY – MILLER DEVELOPMENT - *Pursuant to Council Action on May 5, 2015*

MOTION: Motion by McEvers, seconded by Evans to approve the Findings and Order for ZC-1-15; +/- 1.78 acre parcel at 3113 Government Way from R-12 (Residential at 12 units/acre) to C-17 (Commercial at 17 units/acre.) **Motion carried.**

**COUNCIL BILL NO. 15-1024
ORDINANCE NO. 3523**

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM R-12 [RESIDENTIAL AT 12 UNITS/ACRE] TO C-17 [COMMERCIAL AT 17 UNITS/ACRE], SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: A ± 1.78-ACRE PARCEL AT 3113 GOVERNMENT WAY; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

MOTION: Motion by McEvers, seconded by Evans, to pass the first reading of **Council Bill No. 15-1024**.

DISCUSSION: Councilmember Miller clarified that she was not related to the Miller Development approved by this action.

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

MOTION: Motion by McEvers, seconded by Evans, to suspend the rules and to adopt **Council Bill 15-1024** by its having had one reading by title only.

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

ZC-4-15- 3502 N FRUITLAND LANE – CDA ENTERPRISES - Pursuant to Council Action September 15, 2015

MOTION: Motion by Evans, seconded by McEvers to approve the Findings and Order for ZC-4-15; +/- 2.16 acre portion of a parcel fronting Fruitland Lane North of Neider Avenue West of U.S. Highway 95 from R-17 (Residential at 17 units/acre) to City C-17 (Commercial at 17 unites/acre). **Motion carried.**

**COUNCIL BILL NO. 15-1025
ORDINANCE NO. 3524**

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM R-17 (RESIDENTIAL AT 17 UNITS/ACRE) TO C-17 (COMMERCIAL AT 17 UNITS/ACRE), SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: A PORTION OF A PARCEL FRONTING FRUITLAND LANE NORTH OF NEIDER AVENUE WEST OF U.S. HWY 95 MEASURING 2.16AC+/-; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

MOTION: Motion by Evans, seconded by McEvers, to pass the first reading of **Council Bill No. 15-1025.**

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

MOTION: Motion by Evans, seconded by McEvers, to suspend the rules and to adopt **Council Bill 15-1025** by its having had one reading by title only.

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

RESOLUTION NO. 15-057

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING RATE ADJUSTMENTS AS PROPOSED BY DELTA DENTAL, BLUE CROSS OF IDAHO PPO TO INCLUDE VISION, GROUP HEALTH OPTIONS, UNITED HERITAGE LIFE INSURANCE, AND LONG TERM DISABILITY INSURANCE, AND MAGNUSON, MCHUGH & COMPANY, P.A. FOR THE FLEXIBLE SPENDING ACCOUNT.

STAFF REPORT: Human Resource Director Melissa Tosi explained the Medical Review Committee has reviewed the proposed amendments and rate changes. Additionally, pursuant to negotiations held with the Lake City Employee Association, Police Association and Fire Union the changes are amendable to all employee groups. Ms. Tosi reviewed the estimated costs associated with the changes, specifically the Group Health Option medical plan which resulted in significant premium cost savings to the city.

DISCUSSION: Councilmember McEvers noted that he was glad to see that all three groups worked together to achieve these changes.

MOTION: Motion by McEvers, seconded by Miller, to approve **Resolution No. 15-057;** Approving Benefit Plan amendments and renewal agreements with Group Health Options, Blue Cross of Idaho Dental, United Heritage Life Insurance and Long-term Disability, Magnuson, McHugh, and Co. Flexible Spending Account, and Gallagher Benefits HRA/VEBA Service Group and Reliant Behavioral Health.

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

TRANSFER OF PROPERTY AT WALNUT AVENUE AND 7TH STREET FROM NORTH IDAHO COLLEGE.

STAFF REPORT: Finance Director Troy Tymesen explained that an opportunity has arisen to accept a transfer of property from North Idaho College, known as the Old Coeur d'Alene Armory located east of 7th Street at the dead end of Walnut Avenue. This property is a 2.3 acre parcel with an existing 8,513 square foot building. Costs associated with this transfer would include that the City become responsible for utility costs and maintenance of that land and building. The State Board of Land Commissioners will remain the owners of the land with the City acting as the steward of the land. Therefore, the city must use the building in a community-minded way. Mr. Tymesen explained that staff has been working with the Museum of North Idaho to find a replacement for their storage facility along Northwest Boulevard and this would be an appropriate location for the Museum storage as well as Street Department storage.

MOTION: Motion by McEvers, seconded by Miller to direct staff to negotiate the transfer of property located at the intersection of Walnut Avenue and 7th Street with North Idaho College.

DISCUSSION: Councilmember Miller asked if the Museum would need use of the entire parcel. Mr. Tymesen explained that the Museum was not interested in the fenced area so it might be storage for Ironman equipment that is currently stored at the City's Ramsey property. Mr. Tymesen reiterated that the City would not be vested owners of the property, but would be stewards of the property. Councilmember McEvers commented that he felt it was nice to be able to aid the Museum and feels it is a great opportunity.

Motion carried.

MOTION: Motion by Gookin, seconded by McEvers to enter into Executive Session as provided by Idaho Code 74-206 Sections (c) To acquire an interest in real property which is not owned by a public agency; and (f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement.

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

The City Council entered into Executive Session at 8:18 p.m. Those present were the Mayor, City Council, City Administrator, Finance Director, and City Attorney. Council returned to regular session at 8:45 p.m.

ADJOURNMENT: Motion by Miller, seconded by Adams, that there being no other business this meeting be adjourned. **Motion Carried.**

The meeting adjourned at 8:45 p.m.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

PUBLIC WORKS COMMITTEE

STAFF REPORT

DATE: October 12, 2015
FROM: Monte McCully
SUBJECT: **V-15-4, Vacation of a Temporary Bicycle Trail Easement in the Riverstone Plat**

DECISION POINT

The applicant, JHM Investments, LLC, is requesting the vacation of a temporary bicycle trail easement located across Tract C Block 3, Lot 1 Block 4, and Lots 4,5,6 and 7 Block 2 as shown on Sheet 6 on the Riverstone Plat. (See attached)

HISTORY

The temporary bicycle trail easement on the subject property was installed originally with the Riverstone Plat in 2000. In 2004, the Merritt Office Park Plat was recorded to accommodate development of this property and also did show said easement.

FINANCIAL ANALYSIS

There is no financial impact to the City. No additional tax revenue would be generated by the vacation because it is an easement and not property in fee.

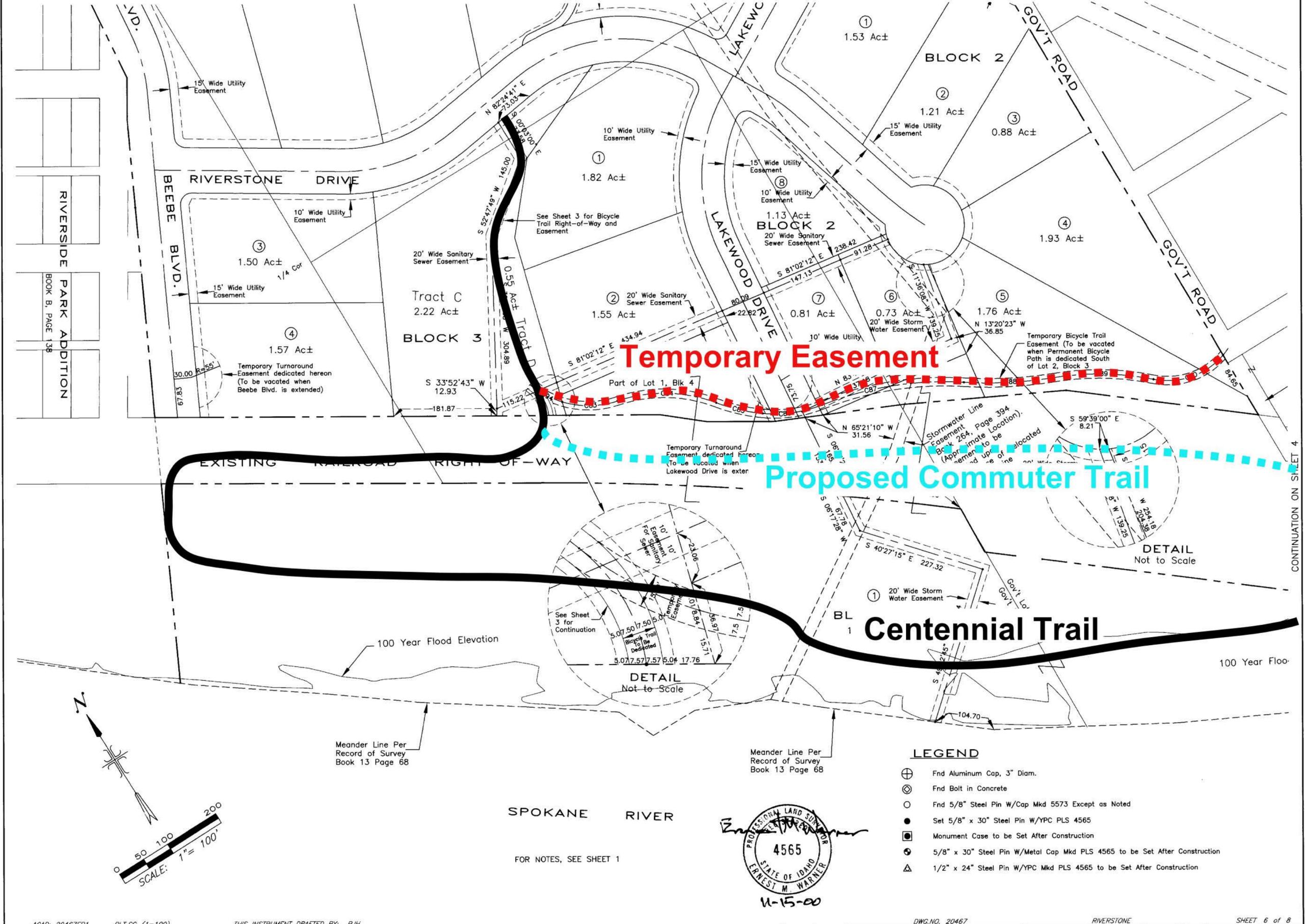
PERFORMANCE ANALYSIS

Since a permanent bicycle path was dedicated just south of the requested vacation, the easement is no longer required or needed. The Development Review Team was informed about this vacation and did not have any concerns.

RECOMMENDATION

Staff recommends to the Public Works Committee to proceed with the vacation process as outlined in Idaho Code Section 50-1306, and, to recommend to the City Council the setting of a public hearing for the item on November 17, 2015.

CONTINUATION ON SHEETS 2 AND 5



Temporary Easement

Proposed Commuter Trail

Centennial Trail

LEGEND

- ⊕ Fnd Aluminum Cap, 3" Diam.
- ⊙ Fnd Bolt in Concrete
- Fnd 5/8" Steel Pin W/Cap Mkd 5573 Except as Noted
- Set 5/8" x 30" Steel Pin W/YPC PLS 4565
- Monument Case to be Set After Construction
- ⊕ 5/8" x 30" Steel Pin W/Metal Cap Mkd PLS 4565 to be Set After Construction
- △ 1/2" x 24" Steel Pin W/YPC Mkd PLS 4565 to be Set After Construction



RESOLUTION NO. 15-058

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 APPROVING THE WAIVER OF COVERED LOAD REGULATIONS FROM NOVEMBER 1ST THROUGH THE 30TH, 2015 FOR THE ANNUAL CITY LEAF PICK UP PROGRAM; APPROVING A MEMORANDUM OF UNDERSTANDING WITH IDAHO DISASTER DOGS, INC. FOR SEARCH AND RESCUE ABILITIES USING IDD'S DOG TEAMS; RATIFICATION OF THE ACCEPTANCE OF A COPS HIRING GRANT WITH THE U.S. DEPARTMENT OF JUSTICE; APPROVING A RETIREMENT MEDICAL BENEFIT AGREEMENT WITH GREG SCHREMP; APPROVING AMENDMENTS TO THE CONTRACTS WITH THE COEUR D'ALENE POLICE ASSOCIATION; LAKE CITY EMPLOYEE ASSOCIATION; INTERNATIONAL ASSOCIATION OF FIREFIGHTERS; POLICE CAPTAINS; POLICE LIEUTENANTS; AND DEPUTY FIRE CHIEF; APPROVING A COOPERATIVE AGREEMENT WITH THE IDAHO TRANSPORTATION DEPARTMENT AND KOOTENAI HEALTH FOR FUNDING OF DESIGN AND CONSTRUCTION OF IRONWOOD AND US-95 INTERSECTION IMPROVEMENTS; APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH J-U-B ENGINEERS, INC. FOR THE DESIGN OF THE IMPROVEMENTS AT IRONWOOD AND US-95; APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH J-U-B ENGINEERS, INC. FOR THE 2015 / 2016 WASTEWATER COLLECTION SYSTEM CAPITAL IMPROVEMENT PROJECTS; AND APPROVING WASTEWATER UTILITY POLICY # 721 – PUBLIC SEWER SYSTEM RECORD AS-BUILT DRAWING INFORMATION.

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

- A) Approving the waiver of covered load regulations from November 1st through the 30th, 2015 for the annual City Leaf Pick Up program;
- B) Approving a Memorandum of Understanding with Idaho Disaster Dogs, Inc. for search and rescue abilities using IDD's dog teams;
- C) Ratification of the Acceptance of a COPS Hiring grant with the U.S. Department of Justice;
- D) Approving a Retirement Medical Benefit Agreement with Greg Schrempp;
- E) Approving Amendments to the Contracts with the Coeur d'Alene Police Association; Lake City Employee Association; International Association of Firefighters; Police Captains; Police Lieutenants; and Deputy Fire Chief;

- F) Approving a Cooperative Agreement with the Idaho Transportation Department and Kootenai Health for funding of design and construction of Ironwood and US-95 Intersection Improvements;
- G) Approving a Professional Services Agreement with J-U-B Engineers, Inc. for the design of the improvements at Ironwood and US-95;
- H) Approving a Professional Services Agreement with J-U-B Engineers, Inc. for the 2015 / 2016 Wastewater Collection System Capital Improvement Projects;
- I) Approving Wastewater Utility Policy # 721 – Public Sewer System Record As-Built Drawing Information;

AND;

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

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

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

DATED this 20th day of October, 2015.

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 ADAMS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.



City of Coeur d'Alene - Leaf Fest Begins Nov. 12th

Thursday, November 12th, marks the start of the CITY OF COEUR D ALENE annual leaf pick-up program. Please be sure to keep leaves on your property until November 1, 2015. Please rake your leaves and pine needles about one foot away from the gutter/curb line to allow for water drainage. City crews and equipment are limited, so we need your help. Leaves will be picked up only once. Please do not put leaves in the street after city crews have completed your area and do not include bagged leaves, branches, debris, or trash.

Due to weather conditions, equipment, and unforeseen circumstances, City crews are unable provide a precise schedule of where leaf pick-up will take place. Pick-up will start south of Sherman Avenue and move north. Completion is expected by Tuesday, December 1st, 2015.

Leaf-fest 2015 Tips

Do:

- Have your leaves out by November 1st
- Please move cars off of the street if at all possible during leaf pick-up.
- Keep the leaves about one foot off the curb line to facilitate storm water flow.
- Be alert for leaf pick-up equipment traveling through your neighborhood.
- Keep a safe distance away from leaf pick-up heavy equipment.
- Recognize that we have a tough job to do in a very short window between when the leaves fall and when the snow flies.
- Understand that city and private trucks are exempted from covering loads during the leaf pick-up period. Sweepers will follow city trucks to collect remaining/excess leaves.

Do NOT:

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

If you have questions or need additional information please check the website streets.cdavid.org or call the Street Maintenance Information line 208.769.2233.

CITY COUNCIL STAFF REPORT

Date: October 6, 2015

From: Kenny Gabriel, Fire Chief

Re: Memorandum of Understanding (MOU) with Idaho Disaster Dogs (IDD)

DECISION POINT: Should Council approve an MOU between the City of Coeur d'Alene Fire Department and IDD?

HISTORY: On September 13, 2001 a letter was written to then Director of the State Department of Homeland Security John Kline to establish Search and Rescue capabilities in the State of Idaho. With the events of 9-11 fresh in our minds the concept was embraced and eventually became a reality in 2003 for the Coeur d'Alene Fire Department, the Boise Fire Department, and a team in Eastern Idaho. All the initial training and equipment purchased was by Idaho Department of Homeland Security grants. Many teams through the Country have made K-9 teams an important part of their teams. In 2009 a group of our personnel started a K-9 team which has become a great part of the team and is the only team in the State. There are a number of members of the team that are City employees, and some that are volunteers with the City. In order for the team to function somewhat outside our jurisdiction, and as member of the Federal Urban Search and Rescue Team based in the Seattle area, City staff has determined that an agreement between IDD and the CDAFD is the best way to manage the team. The Fire Department has brought this concept to the Council for consideration in September of 2013 where it had unanimous approval. We are now wishing to finalize the agreements. Our City legal staff has drafted and approved the MOU.

FINANCIAL ANALYSIS: We will budget \$4,000 annually for support of IDD. They will then be required to provide their own liability insurance, medical care for the dogs and the actual dogs themselves. The animals and their associated costs will be the responsibility of IDD.

PERFORMANCE ANALYSIS: By entering into this MOU we add a valuable component to our Technical Rescue Team. We also assist in providing that service to our entire region. IDD will maintain their non-profit status which allows them to continue and receive donations for the team and care for the animals.

DECISION POINT/RECOMMENDATION: For Council to approve the MOU with Idaho Disaster Dogs.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF COEUR D'ALENE
AND
IDAHO DISASTER DOGS**

This AGREEMENT, entered into this 20th day of October, 2015, between the City of Coeur d'Alene, a municipal corporation with its principal place of business at 710 Mullan Avenue, Coeur d'Alene, Idaho, 83814 (hereafter called the "City") and Idaho Disaster Dogs, Inc., an Idaho Nonprofit Corporation with its principal place of business at 4949 S. Wolf Lodge Creek Road, Coeur d'Alene, Idaho, 83814 (hereafter called "IDD").

- A. WHEREAS the City maintains a fire department and has obligations for responding to emergencies within city limits and maintains mutual aid agreements, which obligates the city's fire department to respond to emergencies outside city limits; and
- B. WHEREAS the City fire department participates in the Idaho Technical Search and Rescue teams administered through the Idaho Bureau of Homeland Security, which obligates the City fire department to respond to emergent search and rescue situations; and
- C. WHEREAS the City desires to supplement its search and rescue capabilities with a canine search component; and
- D. WHEREAS, IDD maintains teams of certified search and rescue dogs and handlers; and
- E. WHEREAS the City and IDD desire to work together to enhance the City's search and rescue abilities using IDD's dog teams subject to the terms and conditions more fully described below.

NOW, THEREFORE, based on the mutual promises set forth herein, the parties agree as follows:

- 1. The City will provide IDD Four Thousand Dollars (\$4,000.00) annually to support IDD's operations.
- 2. The City will consider IDD's members as volunteers with the City fire department for Workers Compensation coverage purposes. IDD will require all new volunteers to complete and submit a City employment application to provide sufficient information to the City to complete a background check on the prospective volunteer. IDD agrees

not to use any person as a volunteer on a City required deployment who has not passed a City background check or who is otherwise disqualified by the City. IDD agrees to indemnify, defend and hold the City harmless from any injuries to their staff members who have not been approved as City volunteers for Workers Compensation purposes.

3. The City will provide IDD with Idaho Technical Rescue Team (ITRT) approved Personal Protective Equipment and uniforms appropriate for Canine Search and Rescue.
4. The City will pay for ITRT required training to integrate IDD dog teams into the City's search and rescue functions.
5. IDD will provide the City with proof of liability insurance, naming the City as an insured with a policy limit of Five Hundred Thousand Dollars (\$500,000) for bodily or personal injury, death, or property damage or loss as the result of any one (1) occurrence or accident, regardless of the number of person injured or the number of claimants or the policy amount required by I.C. 6-924 whichever is greater. The insurance policy must provide for 90 days advanced notice to the City prior to policy cancellation.
6. IDD will be solely responsible to purchase or otherwise provide up to 12 certified search and rescue dogs along with the same number of certified handlers.
7. IDD will pay for and otherwise provide for the care and medical needs of IDD dogs to ensure that the dog teams can deploy immediately when needed.
8. IDD will maintain appropriate training for both dogs and handlers so that the teams meet or exceed FEMA certified levels for Search and Rescue canines.
9. IDD will maintain its non-profit status.
10. When deployed or when training, IDD staff will follow all city directives, rules and fire department policies.
11. Either party can cancel this MOU with 90 days written notice to the other party at the address listed above provided that, however, the party desiring to terminate must meet and confer with the other to try to resolve any misunderstandings that may exist and attempt to reach an agreeable resolution prior to termination.

12. This agreement shall be reviewed every five years and may be amended in writing at any time by mutual agreement of the parties. This Agreement shall be effective upon date of the final signature below and continued thereafter until terminated by either party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the day and year above set forth.

IDAHO DISASTER DOGS

By: _____

Date: _____

CITY OF COEUR D'ALENE

By: _____
Steve Widmyer, Mayor

Date: _____

ATTEST

By: _____
Renata McLeod, City Clerk

CITY COUNCIL
STAFF REPORT

DATE: September 21, 2015

FROM: Lee White, Chief of Police

SUBJECT: Ratification and Acceptance of COPS Hiring Grant, US Department of Justice

Decision Point: The Police Department is seeking approval to ratify our acceptance of grant funding for a percentage of three officer's wages and benefits through the COPS Hiring Grant, US Department of Justice.

History: In May of 2015, the Police Department was approved by Council to apply for and accept funding through this grant opportunity. On September 21, 2015 the Police Department was notified that we were awarded this grant.

Financial Analysis: This grant allows for partial funding of the wages and benefits for up to three officers to enhance our existing personnel allocation. In brief, this grant will fund up to 75% of an officer's wages and benefits for three years, up to \$125,000 per officer. We are seeking approval to accept this grant for \$375,000.

Performance Analysis: The application and acceptance of this grant will allow the Department to increase the overall personnel allocation by three officers. This is a three year grant and our Department will be required to maintain the additional officers for at least four years (three years during the grant cycle and one additional year). Although this grant will not completely cover our fiscal responsibility for the additional officers, the Department maintains that additional staffing is needed to accomplish our public safety goals and this is a fiscally responsible way of achieving those goals.

Decision Point: The Police Department requests ratification and acceptance of grant funding for a percentage of three officer's wages and benefits through the COPS Hiring Grant, US Department of Justice.



U.S. DEPARTMENT OF JUSTICE
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES
145 N Street, N.E., Washington, DC 20530

COPS

October 1, 2015

Mayor Steve Widmyer
Coeur d'Alene, City of
710 East Mullan Avenue
Coeur d'Alene, ID 83814

Chief of Police Lee White
Coeur d'Alene, City of
3818 Schreiber Way
Coeur d'Alene, ID 83815

Subject: COPS Hiring Program Grant# 2015UMWX0032
ORI#: ID02801

Dear Mayor Widmyer and Chief of Police White:

Congratulations on your agency's award for 3 officer position(s) and \$375,000.00 in federal funds over a three-year grant period under the 2015 COPS Hiring Program (CHP). The local cash match required for this award will be \$202,359.00. Your agency may use CHP grant funding to hire new officers or rehire officers who have been laid off, or are scheduled to be laid off on a specific future date, as a result of local budget reductions, on or after the official grant award start date. Please note that any changes to the awarded hiring categories require an official review and approval by the COPS Office.

A list of conditions that apply to your grant is included on your grant Award Document and Award Document Supplement, if applicable. A limited number of agencies may be subject to an Additional Award Notification as a result of an ongoing federal civil rights investigation or other grant review or audit of your agency by the Department of Justice. If applicable to your agency, the Additional Award Notification is included at the end of this letter and is incorporated by reference as part of this letter. In addition, a limited number of agencies may be subject to Special Conditions as a result of high risk designation or other unique circumstances. If applicable to your agency, these Special Conditions will be found in an Award Document Supplement in your award package. You should read and familiarize yourself with these conditions.

To officially accept your grant, the award document must be signed electronically via the Account Access link on the COPS website at <http://www.cops.usdoj.gov> within 90 days from the date of this letter.

The official start of your grant is September 1, 2015. Therefore, you can be reimbursed for allowable and approved expenditures made on or after this date. Please carefully review the Financial Clearance Memorandum (FCM) included in your award package to determine your approved budget, as some of your requested items may not have been approved by the COPS Office during the budget review process, and grant funds may only be used for approved items. The FCM will specify the final award amount, and will also identify any disallowed costs.

Supplemental online award information for 2015 COPS CHP grantees can be found at <http://www.cops.usdoj.gov/Default.asp?Item=2367>. We strongly encourage you to visit this site immediately to access a variety of important and helpful documents that will assist you with the implementation of your grant, including the 2015 CHP Grant Owner's Manual, which specifies the programmatic and financial terms, conditions, and requirements of your grant. In addition, the above website link includes the forms and instructions necessary to begin drawing down funds for your grant. Please print out a copy of your application and maintain it with your grant file records.

Once again, congratulations on your 2015 CHP award. If you have any questions about your grant, please do not hesitate to call your Grant Program Specialist through the COPS Office Response Center at 1.800.421.6770.

Sincerely,

Ronald L. Davis
Director





Memorandum

COPS Hiring Program (CHP)

To: Chief of Police Lee White
Coeur d'Alene, City of

Re: COPS Hiring Program Financial Clearance Memo
A financial analysis of budgeted costs has been completed. Costs under this award appear reasonable, allowable, and consistent with existing guidelines. Exceptions / Adjustments are noted below.

ORI #: ID02801

Grant #: 2015UMWX0032

Total Officers Awarded: 3

	Year 1 – Approved Costs Per Entry-level Officer	Year 2 – Approved Costs Per Entry-level Officer	Year 3 – Approved Costs Per Entry-level Officer
Base Salary Information:	\$45,843.00	\$48,131.00	\$50,544.00
Fringe Benefits	\$15,441.99	\$15,969.02	\$16,524.05
Social Security:	\$2,842.27	\$2,984.12	\$3,133.73
Medicare:	\$664.72	\$697.90	\$732.89
Health Insurance:	\$4,546.00	\$4,546.00	\$4,546.00
Life Insurance:	\$49.00	\$49.00	\$49.00
Vacation:	\$0.00	\$0.00	\$0.00
Sick Leave:	\$0.00	\$0.00	\$0.00
Retirement:	\$5,346.00	\$5,613.00	\$5,893.43
Worker's Compensation:	\$1,366.00	\$1,434.00	\$1,506.00
Unemployment Insurance:	\$0.00	\$0.00	\$0.00
Other Costs:	\$628.00	\$645.00	\$663.00
Total Per Year:	\$61,284.99	\$64,100.02	\$67,068.05

Officer Costs:

Project Costs Per Officer:		Grand Total Project Costs:	
Salaries and Fringe Benefits:	\$192,453.00	Salaries and Fringe Benefits:	\$577,359.00
Federal Share:	\$125,000.00	Federal Share:	\$375,000.00
Applicant Share:	\$67,453.00	Applicant Share:	\$202,359.00

Waiver Granted: No

Budget Cleared Date: 09/22/2015

Overall Comments:

A financial analysis of budget costs has been completed, and this Financial Clearance Memorandum (FCM) reflects the amount of federal funds awarded to your agency for officer salaries and approved benefits. Please note that the salary and benefit costs requested in your original application may have been updated or corrected from the original version submitted to COPS. You should carefully review your FCM. The FCM contains the final officer salary and fringe benefit categories and amounts for which your agency was approved. You will note that some costs may have been adjusted or removed. Your agency may only be reimbursed for the approved cost categories that are documented within the FCM. Fringe benefits already reflected in the base salary may not be drawn down individually under Fringe Benefits.





Award Document
COPS Hiring Program

CFDA - 16.710 – Public Safety Partnership and Community Policing Grants
Treasury Account Symbol (TAS) 15X0406

Grant Number: 2015UMWX0032
ORI Number: ID02801
OJP Vendor Number: 826000177
Applicant Organization's Legal Name: Coeur d'Alene, City of
DUNS Number: 063905418

Law Enforcement Executive: Chief of Police Lee White
Government Executive: Mayor Steve Widmyer

Award Start Date: 09/01/2015 **Award End Date:** 08/31/2018
Full-Time Officers Funded: 3
New Hires: 3 **Rehires - Scheduled for Lay-Off:** 0
Rehires - Previously Laid Off: 0
Award Amount: \$375,000.00

FY 2015 COPS Hiring Program (CHP) provides funding directly to law enforcement agencies to hire and/or rehire career law enforcement officers in an effort to increase their community policing capacity and crime prevention efforts. CHP grants provide up to 75 percent of the approved entry-level salaries and fringe benefits of full-time officers for a 36-month grant period, with a minimum 25 percent local cash match requirement and a maximum federal share of \$125,000 per officer position.

The Financial Clearance Memorandum (FCM), included in your award package, is incorporated by reference into this Award Document and shall become part of this Award Document. By signing this Award Document, the grantee agrees to abide by all FY 2015 COPS Hiring Program Grant Terms and Conditions; the approved budget in the FCM; and if applicable, the Special Award Conditions and/or High Risk Conditions in the Award Document.

Ronald L. Davis
Director

Date: 09/22/2015

U. S. Department of Justice
Office of Community Oriented Policing Services
2015 COPS Hiring Program Grant Terms and Conditions

By signing the Award Document to accept this COPS Hiring Program (CHP) grant, the grantee agrees to abide by the following grant terms and conditions:

1. **Grant Owner's Manual.** The grantee agrees to comply with the terms and conditions in the 2015 COPS Hiring Program Grant Owner's Manual; COPS statute (42 U.S.C. §. 3796dd, et seq.); the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) as adopted by the Department of Justice in 2 C.F.R. § 2800.101; 48 CFR Part 31 (FAR Part 31) as applicable (governing cost principles and procedures); representations made in the CHP grant application; and all other applicable program requirements, laws, orders, regulations, or circulars.
2. **Assurances and Certifications.** The grantee acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its CHP application.
3. **Allowable Costs.** The funding under this project is for the payment of approved full-time entry-level salaries and fringe benefits over three years (for a total of 36 months of funding), up to a maximum federal share of \$125,000 per officer position for career law enforcement officer positions hired and/or rehired on or after the official grant award start date. Any salary and fringe benefit costs higher than entry-level that your agency pays a CHP-funded officer must be paid with local funds.

Your agency is required to use CHP grant funds for the specific hiring categories awarded. Funding under this program may be used for the following categories:

- a. Hiring new officers, which includes filling existing officer vacancies that are no longer funded in your agency's budget;
- b. Rehiring officers laid off by any jurisdiction as a result of state, local, or Bureau of Indian Affairs (BIA) budget reductions; and/or
- c. Rehiring officers who were, at the time of grant application, scheduled to be laid off (by your jurisdiction) on a specific future date as a result of state, local, or BIA budget reductions.

If your agency's local fiscal conditions have changed and your agency needs to change one or more of the funded hiring categories, your agency should request a post-award grant modification and receive prior approval before spending CHP funding under the new category.

The Financial Clearance Memorandum (FCM), included in your award package, specifies the amount of CHP funds awarded to your agency. You should carefully review your FCM, which contains the final officer salary and fringe benefit categories and amounts for which your agency was approved. Please note that the salary and fringe benefit costs requested in your CHP application may have been adjusted or removed. Your agency may only be reimbursed for the approved cost categories that are documented within the FCM, up to the amounts specified in the FCM. **Your agency may not use CHP funds for any costs that are not identified as allowable in the Financial Clearance Memorandum.**

Only actual allowable costs incurred during the grant award period will be eligible for reimbursement and drawdown. If your agency experiences any cost savings over the course of the grant (for example, your grant application overestimated the total entry-level officer salary and fringe benefits package), your agency may not use that excess funding to extend the length of the grant beyond 36 months. Any funds remaining after your agency has drawn down for the costs of approved salaries and fringe benefits incurred for each awarded position during the 36-month funding period will be deobligated during the closeout process, and should not be spent by your agency.

4. **Local Match.** Grantees are required to contribute a local match of at least 25 percent towards the total cost of the approved grant project, unless waived in writing by the COPS Office. The local match must be a cash match from funds not previously budgeted for law enforcement purposes and must be paid during the grant award period. The local match contribution must be made on an increasing basis during each year of the three-year grant period, with the federal share decreasing accordingly.
5. **Supplementing, Not Supplanting.** State, local, or BIA funds budgeted to pay for sworn officer positions irrespective of the receipt of CHP grant funds may not be reallocated to other purposes or refunded as a result of a CHP grant being awarded. Non-federal funds must remain available for and devoted to that purpose, with CHP funds supplementing those non-federal funds. Funding awarded cannot be obligated until after the grant award start date. This means that CHP funds cannot be applied to any agency cost or obligation incurred prior to the award start date. In addition, your agency must take active and timely steps pursuant to its standard procedures to fully fund law enforcement costs already budgeted as well as fill all locally-funded vacancies resulting from attrition during the life of the grant.
6. **Retention.** At the time of grant application, your agency committed to retaining all sworn officer positions awarded under the CHP grant with state and/or local funds for a minimum of 12 months following the conclusion of 36 months of federal funding for each position, over and above the number of locally-funded sworn officer positions that would have existed in the absence of the grant. Your agency cannot satisfy the retention requirement by using CHP-funded positions to fill locally-funded vacancies resulting from attrition.
7. **Extensions.** Your agency may request an extension of the grant award period to receive additional time to implement your grant program. Such extensions do **not** provide additional funding. Grants may be extended a maximum of 36 months beyond the initial award expiration date. Any request for an extension beyond 36 months will be evaluated on a case-by-case basis. Only those grantees that can provide a reasonable justification for delays will be granted no-cost extensions. Reasonable justifications may include difficulties in filling COPS-funded positions, officer turnover, or other circumstances that interrupt the 36-month grant funding period. An extension allows your agency to compensate for such delays by providing additional time to complete the full 36 months of funding for each position awarded. **Extension requests must be received prior to the end date of the award.**

8. **Modifications.** During the CHP grant award period, it may become necessary for an agency to modify its CHP grant award due to changes in an agency's fiscal or law enforcement situation. Modification requests should be submitted to the COPS Office when an agency determines that it will need to shift officer positions awarded in one hiring category into a different hiring category, reduce the total number of positions awarded, shift funds among benefit categories, and/or reduce the entry-level salary and fringe benefit amounts. For example, an agency may have been awarded CHP grant funding for ten new, additional full-time sworn officer positions, but due to severe fiscal distress/constraints, the agency determines it is unable to sustain all ten positions and must reduce its request to five full-time positions; or an agency may have been awarded CHP grant funding for two new, additional sworn officer positions, but due to fiscal distress/constraints the agency needs to change the hiring category from the new hire category to the rehire category for officers laid off or scheduled for lay-off on a specific future date post-application. Grant modifications under CHP are evaluated on a case-by-case basis. The COPS Office will only consider a modification request after an agency makes

U. S. Department of Justice
Office of Community Oriented Policing Services
2015 COPS Hiring Program Grant Terms and Conditions

final, approved budget and/or personnel decisions. An agency may implement the modified grant award following written approval from the COPS Office. Please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

9. **Evaluations.** The COPS Office may conduct monitoring or sponsor national evaluations of the COPS Hiring Program. The grantee agrees to cooperate with the monitors and evaluators.
 10. **Reports/Performance Goals.** To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting quarterly programmatic progress reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). The progress report is used to track your agency's progress toward implementing community policing strategies and to collect data to gauge the effectiveness of increasing your agency's community policing capacity through COPS funding.
 11. **Federal Civil Rights Laws.** As a condition of receipt of federal financial assistance, you acknowledge and agree that you will not (and will require any subgrantees, contractors, successors, transferees, and assignees not to), on the grounds of race, color, religion, national origin (which includes providing limited-English proficient persons meaningful access to your programs), sex, disability or age, unlawfully exclude any person from participation in, deny the benefits of, or employment to any person, or subject any person to discrimination in connection with any programs or activities funded in whole or in part with federal funds. These civil rights requirements are found in the non-discrimination provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Omnibus Crime Control and Safe Streets Act of 1968, as amended (42 U.S.C. § 3789d); Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); the Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.); Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681, et seq.); and the corresponding DOJ regulations implementing those statutes at 28 C.F.R. Part 42 (subparts C, D, E, G, and I). You also agree to comply with Executive Order 13279 Equal Treatment for Faith-Based Organizations and its implementing regulations at 28 C.F.R. Part 38, which requires equal treatment of religious organizations in the funding process and non-discrimination of beneficiaries by Faith-Based Organizations on the basis of belief or non-belief.
 12. **Equal Employment Opportunity Plan (EEO).** All recipients of funding from the COPS Office must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan (28 C.F.R. Part 42 subpart E).
 13. **Grant Monitoring Activities.** Federal law requires that law enforcement agencies receiving federal funding from the COPS Office must be monitored to ensure compliance with their grant conditions and other applicable statutory regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of grant implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Grant monitoring activities conducted by the COPS Office include site visits, office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a CHP grantee, you agree to cooperate with and respond to any requests for information pertaining to your grant.
 14. **Employment Eligibility.** The grantee agrees to complete and keep on file, as appropriate, a Bureau of Citizenship and Immigration Services Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States.
 15. **Community Policing.** Community policing activities to be initiated or enhanced by your agency and the officers funded by this grant program were identified and described in your CHP grant application. In Sections VI(A) and (B) your agency developed a community policing plan for the CHP grant with specific reference to a crime or disorder problem and the following elements of community policing: a) problem solving—your agency's plan to assess and respond to the problem identified; b) community partnerships and support, including related governmental and community initiatives that complement your agency's proposed use of CHP funding; and c) organizational transformation—how your agency will use the funds to reorient its mission to community policing or enhance its involvement in and commitment to community policing. Throughout the CHP grant period your agency is required to implement the community policing plan it set forth in the CHP grant application.
- The COPS Office defines community policing as a philosophy that promotes organizational strategies, which support the systematic use of partnerships and problem-solving techniques, to proactively address the immediate conditions that give rise to public safety issues such as crime, social disorder, and fear of crime. CHP grants through the specific officers funded (or an equal number of redeployed veteran officers) must be used to initiate or enhance community policing activities. All newly hired, additional or rehired officers (or an equal number of redeployed veteran officers) funded under CHP must implement your agency's approved community policing plan, which you described in your grant application.
16. **Community Policing Self Assessment Tool (CP-SAT).** The COPS Office will require your agency to complete the Community Policing Self Assessment Tool (CP-SAT) twice within the grant period, at the beginning and again towards the end of your grant period.
 17. **Contracts with Other Jurisdictions.** Grantees that provide law enforcement services to another jurisdiction through a contract must ensure that officers funded under this grant do not service the other jurisdiction, but will only be involved in activities or perform services that exclusively benefit the grantee's own jurisdiction.
 18. **False Statements.** False statements or claims made in connection with COPS grants may result in fines, imprisonment, or debarment from participating in federal grants or contracts, and/or any other remedy available by law.
 19. **Additional High-Risk Grantee Requirements.** The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the awarding agency determines that the recipient is a high-risk grantee (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. § 200.207 as adopted by the Department of Justice in 2 C.F.R. § 2800.101).
 20. **System for Award Management (SAM) and Universal Identifier Requirements.**

The Office of Management and Budget requires federal agencies to include the following standard award term in all grants and cooperative agreements made on or after October 1, 2010:

U. S. Department of Justice
Office of Community Oriented Policing Services
2015 COPS Hiring Program Grant Terms and Conditions

A. Requirement for System for Award Management (SAM) Registration

Unless you are exempted from this requirement under 2 C.F.R. Part 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) Numbers

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions

For purposes of this award term:

1. *System for Award Management (SAM)* means the federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.
2. *Data Universal Numbering System (DUNS) number* means the nine- or thirteen-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866.705.5711) or the Internet at <http://fedgov.dnb.com/webform>.
3. *Entity*, as it is used in this award term, means all of the following, as defined at 2 C.F.R. Part 25, subpart C:
 - a. A governmental organization, which is a state, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign non-profit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A federal agency, but only as a subrecipient under an award or subaward to a non-federal entity.
4. *Subaward*:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. ____210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
5. *Subrecipient* means an entity that:
 - a. Receives a subaward from you under this award; and
 - b. Is accountable to you for the use of the federal funds provided by the subaward.

21. **Reporting Subaward and Executive Compensation.** The Office of Management and Budget requires federal agencies to include the following standard award term in all grants and cooperative agreements made on or after October 1, 2010:

a. Reporting of first-tier subawards.

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).
2. *Where and when to report.*
 - i. You must report each obligating action described in paragraph a.1. of this award term to www.fsrs.gov.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. *What to report.* You must report the information about each obligating action that the submission instructions posted at www.fsrs.gov specify.

b. Reporting Total Compensation of Recipient Executives.

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - i. the total federal funding authorized to date under this award is \$25,000 or more;
 - ii. in the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. Part 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. Part 170.320 (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at www.sec.gov/answers/execomp.htm.)
2. *Where and when to report.* You must report executive total compensation described in paragraph b.1 of this award term:

U. S. Department of Justice
Office of Community Oriented Policing Services
2015 COPS Hiring Program Grant Terms and Conditions

- i. As part of your registration profile at www.sam.gov.
- ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
 - i. in the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of your annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. Part 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. Part 170.320 (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at www.sec.gov/answers/execomp.htm.)
2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
 - i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. Subawards, and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. *Entity* means all of the following, as defined in 2 C.F.R. Part 25:
 - i. A governmental organization, which is a state, local government, or Indian Tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign non-profit organization;
 - iv. A domestic or foreign for-profit organization;
 - v. A federal agency, but only as a subrecipient under an award or subaward to a non-federal entity.
2. *Executive* means officers, managing partners, or any other employees in management positions.
3. *Subaward*:
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. _____.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. *Subrecipient* means an entity that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the federal funds provided by the subaward.
5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 C.F.R. Part 229.402(c)(2)):
 - i. *Salary and bonus.*
 - ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
 - v. *Above-market earnings on deferred compensation that is not tax-qualified.*
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

22. **Debarment and Suspension.** The recipient agrees not to award Federal funds under this program to any party which is debarred or suspended from participation in Federal assistance programs.

23. **Duplicative Funding.** The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.

U. S. Department of Justice
Office of Community Oriented Policing Services

2015 COPS Hiring Program Grant Terms and Conditions

24. **Whistleblower Protection.** The recipient agrees not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he/she reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The recipient also agrees to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see Appendix F in the Grant Owner's Manual for a full text of the statute.
25. **Mandatory Disclosure.** Recipients and subrecipients must timely disclose in writing to the COPS Office or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. § 200.338 as adopted by the Department of Justice in 2 C.F.R. § 2800.101.
26. **Conflict of Interest.** Federal awardees and subawardees must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. § 200.112 as adopted by the Department of Justice in 2 C.F.R. § 2800.101.
27. **Contract Provisions.** All contracts made by the recipients under the Federal award must contain the provisions required under 2 C.F.R. Part 200, Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, as adopted by the Department of Justice in 2 C.F.R. § 2800.101. Please see Appendix G in the Grant Owner's Manual for a full text of the contract provisions.
28. **Restrictions on Internal Confidentiality Agreements.** No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

Award Document Supplement

2015 COPS Hiring Program (CHP)

By signing the Award Document to accept this COPS Hiring Program (CHP) grant, the grantee agrees to abide by the following Special Award Conditions and/or High Risk Conditions:

Special Award Conditions

Advancing Department of Justice Priority Crime Problem Awards

Your agency has been selected for a COPS Hiring Program (CHP) grant to address a particular Department of Justice priority crime problem/focus area, based specifically on your CHP grant application's community policing strategy to improve your agency's public safety response to the critical issues of School Based Policing through School Resource Officers (SRO), Gun Violence, Homeland Security, Building Trust or Homicide Reduction.

Please be advised that, in accepting this grant, your agency is agreeing to this Special Condition to its CHP grant award that requires your agency's COPS-funded officers (or an equivalent number of locally-funded officers) to initiate or enhance your agency's community policing strategy to address one of the priority crime problem identified above. By signing the 2015 CHP grant award, your agency understands and agrees to the following:

- Your agency will implement the one specific community policing strategy identified in your CHP grant application;
- Your agency will address its specific priority crime problem throughout the entire CHP grant period;
- Your agency will implement any organizational changes identified in its CHP grant application in Section 6B, Questions 12 and 13;
- Your agency will cooperate with any grant monitoring by the COPS Office to ensure that it is initiating or enhancing its community policing efforts to address its priority crime problem, which may include your agency having to respond to additional or modified reporting requirements.

Memorandum of Understanding Requirement

(School Based Policing through School Resource Officers Focus Area Only)

By signing the 2015 CHP grant award, grantees using CHP funding to hire and/or deploy School Resource Officers into schools understand and agree to the following:

- Your agency must submit a signed Memorandum of Understanding (MOU) between the law enforcement agency and the school partner(s) to the COPS Office. The MOU must be submitted to the COPS Office within 90 days of the date shown on the award congratulatory letter.
- Your agency's MOU must contain the following information:

- The purpose of the MOU
- Clearly defined roles and responsibilities of the school district and the law enforcement agency, focusing officers' roles on safety
- Information sharing
- Supervision responsibility and chain of command for the SRO
- Signatures

Note: Please refer to the MOU Fact Sheet for a detailed explanation of the requirements under each of the bullets.

- Your agency's implementation of the CHP grant without submission of the required MOU within the 90 day timeframe may result in expenditures not being reimbursed by the COPS Office and/or award de-obligation.

GENERAL SERVICES COMMITTEE

STAFF REPORT

DATE: 12 October 2015

FROM: Jim Markley P.E., Water Superintendent

SUBJECT: Consultant Labor Services Agreement with Greg Schrempp

DECISION POINT: The request is for Council approval of a Consultant Labor Services Agreement with Greg Schrempp (attached).

HISTORY: The City's Personnel Rules (Rule XI, Section 12) allows an opportunity for retirees to continue a portion of their medical benefit in exchange for consultant services.

The required criteria have all been met. They are:

- ✓ the employee must be eligible for PERSI retirement.
- ✓ the three year personnel savings must be at least \$18,000 (see Attachment A).
- ✓ the employee must have worked for the City for at least 10 years.
- ✓ the employee's age plus years of service must total at least 70.
- ✓ the request must have the approval and support from both the department head and the City Administrator.
- ✓ the employee must agree to provide up to two hundred forty (240) hours of job related transition duties (see Attachment B).

FINANCIAL ANALYSIS: If approved, this agreement would save the Water fund approximately \$46,000 in personnel costs during its three year term. The agreement would pay up to 80% (maximum of \$500.00 per month) of the employee's medical premium for the employee for up to (36) months.

PERFORMANCE ANALYSIS: Mr. Schrempp's expertise will be utilized on a contract labor basis commencing in November of 2015 and ending no later than October 10, 2018. Through this agreement we can utilize Mr. Schrempp's experience and expertise both to train his replacement and to help us during some seasonally heavy workload periods.

DECISION POINT/RECOMMENDATION:

The Council is requested to approve the attached Consultant Labor Services Agreement with Greg Schrempp, including a medical benefit for a period of thirty-six (36) months.

ATTACHMENT A

Cost savings analysis

INCUMBENT

The incumbent Utility Worker II is currently at the maximum for his pay grade:
He earns \$4347 per month which over 36 months equals \$ 156,499
TOTAL three year personnel cost for the incumbent employee = \$156,499

REPLACEMENT

He would be replaced by a Utility Worker I who would start at the entry level pay grade.
Assuming typical merit increases, the pay for this employee would grow as follows:
\$2,914 for the first 12 months equaling \$34,968
\$3,060 for the second 12 months equaling \$36,720
\$3,213 for the third 12 months equaling \$38,556
TOTAL three year personnel cost for the Utility Worker I replacement = \$110,244

TOTAL SAVINGS

3 year personnel cost for incumbent equals \$156,499
3 year personnel cost for a replacement employee equals \$110,244
TOTAL Three year personnel cost savings equals \$ \$46,255

Total personnel cost savings is \$46,255 (\$15,418 per year).
The required minimum personnel cost savings per the rules is \$18,000 (\$6,000 per year).

ATTACHMENT B

Anticipated Scope of Services

2016 approximately 80 hours

- Providing orientation for the new data entry clerk
- Processing test reports and reviewing them for accuracy
- Providing vacation fill-in
- Reviewing plans for code compliance
- Other[†]

2017 approximately 80 hours

- Processing test reports and reviewing them for accuracy
- Providing vacation fill-in
- Reviewing plans for code compliance
- Other[†]

2018 approximately 80 hours

- Processing test reports and reviewing them for accuracy
- Providing vacation fill-in
- Reviewing plans for code compliance
- Other[†]

[†] “Other” may include items such as: doing the pump run, conducting project reviews, utility locates, testing & repairing portable fill stations, and other duties as needed.

RETIREMENT MEDICAL BENEFIT AGREEMENT

THIS Agreement, made and entered into this 20th day of October, 2015, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "City," and **Greg Schrempp**.

W I T N E S S E T H:

Retirement Medical Benefits and Consulting Agreement:

- A. Greg Schrempp has been a long time employee of the City and is scheduled to retire from City service on or about the 15th day of December, 2015, at which time he will be paid all amounts due up to such date by way of wages including accrued vacation, compensatory time, and 1/3 of his sick leave balance up to a maximum of 240 hours; and
- B. It is the desire of the City to contract with Greg Schrempp on a consulting basis commencing on the 16th day of December, 2015 and terminating on the 30th day of September, 2018; and
- C. The City Council has adopted Personnel Rules that authorize consultant contracts in consideration for Retirement Medical Benefits for retired employees; NOW THEREFORE,
 - 1. IT IS AGREED that in consideration of limited medical benefits, Greg Schrempp shall complete two hundred and forty (240) hours of consulting services as required by the Water Superintendent described in the Staff Report attached hereto as Exhibit "A" commencing on the 16th day of December, 2015, and terminating on the 30th day of September, 2018.
 - 2. IT IS FURTHER AGREED, that in consideration of the Retirement Medical Benefit, Greg Schrempp and his heirs, estate, personal representatives, conservators, and assigns, does hereby release acquit and forever discharge the City, and its personal representatives, insurers, assigns, agents, servants, and all persons acting for, by or through or in any way on behalf of said City, of and from all claims of every kind, actions, causes of action, damages, liabilities and demands of whatsoever kind, known or unknown, including claims for wages, vacation time, sick time, comp time pay, and any other claims arising from Greg Schrempp's employment or consulting relationship with the City.

IN CONSIDERATION, for the performance of the two hundred and forty (240) hours of consulting services, the City agrees to provide to Greg Schrempp partial health insurance benefits for thirty-four (34) months, as follows:

The City will pay eighty percent (80%) of the monthly medical insurance premium for Greg

Schrempp, up to a maximum of \$500 per month, which medical insurance premiums will continue to be paid until such time as any one of the following conditions occur:

- (i) Greg Schrempp becomes eligible for Medicaid or Medicare.
- (ii) Greg Schrempp dies, in which case the City will no longer be obligated to pay medical premiums.
- (iii) Greg Schrempp becomes employed elsewhere and medical benefits are available.
- (iv) Greg Schrempp does not continue to timely pay his portion of the medical insurance premium.
- (v) Termination of this agreement.

Should any of the above conditions occur which terminate City's obligation to pay City's portion of the employees medical insurance premium, Greg Schrempp shall be released from providing consulting services as required by this Contract.

The parties further agree the City shall pay the City's portion of the medical insurance premium to the insurer. No cash payment shall be paid directly to Greg Schrempp.

Time is of the essence of this Contract.

IN WITNESS WHEREOF, the Mayor and the City Clerk of the City of Coeur d'Alene have executed this Contract on behalf of said City, and **Greg Schrempp** has executed this Contract the day and year first above written.

CITY OF COEUR D'ALENE
KOOTENAI COUNTY, IDAHO

EMPLOYEE:

By: _____
Steve Widmyer, Mayor

By: _____
Greg Schrempp

ATTEST:

Renata McLeod, City Clerk



City of Coeur d'Alene

Human Resources

City Hall, 710 E. Mullan Avenue
Coeur d'Alene, Idaho 83814
Phone: 208-769-2205 Fax: 208-415-0404

Staff Report

Date: October 12, 2015
To: General Services
From: Melissa Tosi; Human Resources Director
Re: Amendment to Employee Group Agreements

Decision Point:

City Council is requested to approve the proposed amendments specific to medical insurance to the Lake City Employees Association, Coeur d'Alene Police Association, Police Department Captains, Police Department Lieutenants, Coeur d'Alene Firefighters Local No. 710, International Association of Firefighter, and the Coeur d'Alene Fire Department Deputy Chiefs agreements.

History:

The amendment shall be applicable to the above mentioned agreements for a term commencing October 1, 2015 and will be effective through September 30, 2018. This amendment does not extend the current contract but is specific to the below medical insurance coverage only. The mutually agreed upon medical change is as follows:

Effective October 1, 2015, the parties agree to transition to one medical plan with a One Thousand Dollar (\$1,000) deductible. The City agrees to contribute a minimum of One Thousand Dollars (\$1,000) annually for an individual employee deductible and Two Thousand Dollars (\$2,000) annually for an employee family deductible into the employee's HRA/VEBA plan. The City agrees to front load the applicable deductible by October 15, 2015 for fiscal year 2015-2016.

For fiscal year 2015-2016, the HRA/VEBA contribution for the medical deductible for new employees or employees separating employment from the City (voluntary or involuntary) will be pro-rated accordingly based on the months eligible for medical coverage. If an employee terminates employment or chooses to opt out of the City's medical plan during fiscal year 2015-2016, the pro-rated amount will be paid back to the City through the employee's payroll deduction.

In each additional year of the Amendment after fiscal year 2015-2016, the One Thousand Dollar (\$1,000) annual contribution for the individual deductible and the Two Thousand Dollar (\$2,000) annual contribution for a family deductible will no longer be front loaded. Instead, the contribution will be deposited into

the employee's HRA/VEBA plan on a monthly basis with the applicable deductible contribution divided by the applicable months of coverage.

Financial:

By transitioning to the \$1000 individual/\$2000 family deductible plan, the City saved approximately \$565,189 in premium expense. The City will use the premium savings and distribute it to the employees HRA/VEBA plan to off-set the new deductible. All the costs have been anticipated in the 2015-2016 approved financial plan.

Performance Analysis:

As a result of the mutually agreed upon medical change, the city is able to pass on the savings to employees. Instead of paying the high cost in premiums to the insurance provider, the city is able use the savings to provide a valuable benefit to employees by further funding their HRA/VEBA accounts.

Additionally, the trend with higher deductible medical plans typically show a decreased premium increase in future years as utilization tends to lower as employees take on more responsibility of their own personal use.

Decision Point/Recommendation:

The Council is requested to approve the proposed amendment specific to medical insurance to the Lake City Employees Association, Coeur d'Alene Police Association, Police Department Captains, Police Department Lieutenants, Coeur d'Alene Firefighters Local No. 710, International Association of Firefighter, and the Coeur d'Alene Fire Department Deputy Chiefs agreements.

**POLICE ASSOCIATION
AMENDMENT No. 1**

This CONTRACT AMENDMENT is made and entered into this 20th day of October, 2015 between the **CITY OF COEUR D'ALENE**, hereafter referred to as "City" and the **COEUR D'ALENE POLICE ASSOCIATION**, hereafter referred to as "Association", collectively referred to as the "Parties".

Whereas, the City has proposed a transition to one medical plan with a One Thousand Dollar (\$1,000) deductible;

Whereas, the City and the Association have openly bargained and approved the transition to the new plan;

Now therefore, the Parties agree to amend the contract between the City and the Association commencing October 1, 2012 (Resolution 12-044) as follows:

ARTICLE XV – INSURANCE COVERAGE

SECTION 6. Effective October 1, 2015, the parties agree to transition to one medical plan with a One Thousand Dollar (\$1,000) deductible. The City agrees to contribute a minimum of One Thousand Dollars (\$1,000) annually for an individual employee deductible and Two Thousand Dollars (\$2,000) annually for an employee family deductible into the employee's HRA/VEBA plan. The City agrees to front load the applicable deductible by October 15, 2015 for fiscal year 2015-2016.

For fiscal year 2015-2016, the HRA/VEBA contribution for the medical deductible for new employees or employees separating employment from the City (voluntary or involuntary) will be pro-rated accordingly based on the months eligible for medical coverage. If an employee terminates employment or chooses to opt out of the City's medical plan during fiscal year 2015-2016, the pro-rated amount will be paid back to the City through the employee's payroll deduction.

In each additional year of the Amendment after fiscal year 2015-2016, the One Thousand Dollar (\$1,000) annual contribution for the individual deductible and the Two Thousand Dollar (\$2,000) annual contribution for a family deductible will no longer be front loaded. Instead, the contribution will be deposited into the employee's HRA/VEBA plan on a monthly basis with the applicable deductible contribution divided by the applicable months of coverage.

This Contract Amendment will be effective October 1, 2015 through September 30, 2018.

NO FURTHER MODIFICATION:

Except for the contract amendments contained herein, the parties agree that the current contract between the parties, and previous contract amendments, remain in full force and effect and that this amendment to the contract between the parties does not amend or alter any other right or obligation of either party under the contract.

Dated this 20th day of October, 2015.

CITY OF COEUR D’ALENE:

COEUR D’ALENE POLICE ASSOCIATION:

Steve Widmyer, Mayor

Nic Lowry, President

ATTEST:

Renata McLeod, City Clerk

Alan Winstead, Secretary

**LCEA
AMENDMENT No. 4**

This CONTRACT AMENDMENT is made and entered into this 20th day of October, 2015 between the **CITY OF COEUR D'ALENE**, hereafter referred to as "City" and the **LAKE CITY EMPLOYEE ASSOCIATION**, hereafter referred to as "LCEA", collectively referred to as the "Parties".

Whereas, the City has proposed a transition to one medical plan with a One Thousand Dollar (\$1,000) deductible;

Whereas, the City and LCEA have openly bargained and approved the transition to the new plan;

Now therefore, the Parties agree to amend the contract between the City and LCEA commencing October 1, 2008 (Resolution 08-052), as amended on July 7, 2009 (Resolution No. 09-028), November 16, 2010 (Resolution 10-045), October 2, 2012 (Resolution No. 12-039) as follows:

NO CONTRACT EXTENSION

This Amendment No. 4 does not extend the current contract except for the amendment to Article XV – Insurance Coverage which is amended as follows and will be effective through September 30, 2018:

ARTICLE XV – INSURANCE COVERAGE

SECTION 6. Effective October 1, 2015, the parties agree to transition to one medical plan with a One Thousand Dollar (\$1,000) deductible. The City agrees to contribute a minimum of One Thousand Dollars (\$1,000) annually for an individual employee deductible and Two Thousand Dollars (\$2,000) annually for an employee family deductible into the employee's HRA/VEBA plan. The City agrees to front load the applicable deductible by October 15, 2015 for fiscal year 2015-2016.

For fiscal year 2015-2016, the HRA/VEBA contribution for the medical deductible for new employees or employees separating employment from the City (voluntary or involuntary) will be pro-rated accordingly based on the months eligible for medical coverage. If an employee terminates employment or chooses to opt out of the City's medical plan during fiscal year 2015-2016, the pro-rated amount will be paid back to the City through the employee's payroll deduction.

In each additional year of the Amendment after fiscal year 2015-2016, the One Thousand Dollar (\$1,000) annual contribution for the individual deductible and the Two Thousand Dollar (\$2,000) annual contribution for a family deductible will no longer be front loaded. Instead, the contribution will be deposited into the employee's HRA/VEBA plan

on a monthly basis with the applicable deductible contribution divided by the applicable months of coverage.

This Contract Amendment will be effective October 1, 2015 through September 30, 2018.

NO FURTHER MODIFICATION

Except for the contract amendments contained herein, the parties agree that the current contract between the parties, and previous contract amendments, remain in full force and effect and that this amendment to the contract between the parties does not amend or alter any other right or obligation of either party under the contract.

Dated this 20th day of October, 2015.

CITY OF COEUR D'ALENE:

LAKE CITY EMPLOYEES ASSOCIATION:

Steve Widmyer, Mayor

Keith Clemans, President

ATTEST:

Renata McLeod, City Clerk

Jason Hendricks, Vice President

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
AMENDMENT No. 5**

This CONTRACT AMENDMENT is made and entered into this 20th day of October, 2015 between the **CITY OF COEUR D'ALENE**, hereafter referred to as "City" and the **COEUR D'ALENE FIREFIGHTERS LOCAL NO. 710, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**, hereafter referred to as "Union", collectively referred to as the "Parties".

Whereas, the City has proposed a transition to one medical plan with a One Thousand Dollar (\$1,000) deductible;

Whereas, the City and Union have openly bargained and approved the transition to the new plan;

Now therefore, the Parties agree to amend the contract between the City and the UNION commencing October 1, 2008 (Resolution 08-047), as amended on July 7, 2009 (Resolution No. 09-029), January 29, 2010 (Resolution No. 10-002), November 16, 2010 (Resolution No. 10-045), and October 16, 2012 (Resolution No. 12-042) as follows:

ARTICLE XIX – INSURANCE COVERAGE (added to existing Section 1)

SECTION 1. Medical Insurance: Effective October 1, 2015, the parties agree to transition to one medical plan with a One Thousand Dollar (\$1,000) deductible. The City agrees to contribute a minimum of One Thousand Dollars (\$1,000) annually for an individual employee deductible and Two Thousand Dollars (\$2,000) annually for an employee family deductible into the employee's HRA/VEBA plan. The City agrees to front load the applicable deductible by October 15, 2015 for fiscal year 2015-2016.

For fiscal year 2015-2016, the HRA/VEBA contribution for the medical deductible for new employees or employees separating employment from the City (voluntary or involuntary) will be pro-rated accordingly based on the months eligible for medical coverage. If an employee terminates employment or chooses to opt out of the City's medical plan during fiscal year 2015-2016, the pro-rated amount will be paid back to the City through the employee's payroll deduction.

In each additional year of the Amendment after fiscal year 2015-2016, the One Thousand Dollar (\$1,000) annual contribution for the individual deductible and the Two Thousand Dollar (\$2,000) annual contribution for a family deductible will no longer be front loaded. Instead, the contribution will be deposited into the employee's HRA/VEBA plan on a monthly basis with the applicable deductible contribution divided by the applicable months of coverage.

This Contract Amendment will be effective October 1, 2015 through September 30, 2018.

NO FURTHER MODIFICATION

Except for the contract amendments contained herein, the parties agree that the current contract between the parties, and previous contract amendments, remain in full force and effect and that this amendment to the contract between the parties does not amend or alter any other right or obligation of either party under the contract.

Dated this 20th day of October, 2015.

CITY OF COEUR D’ALENE:

COEUR D’ALENE FIREFIGHTERS LOCAL NO.710, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS:

Steve Widmyer, Mayor

Chad Tortorelli, President, Local 710

ATTEST:

Renata McLeod, City Clerk

Josh Sutherland, Secretary, Local 710

**POLICE DEPARTMENT CAPTAINS
AMENDMENT No. 1**

This CONTRACT AMENDMENT is made and entered into this 20th day of October, 2015 between the **CITY OF COEUR D'ALENE**, hereafter referred to as "City" and the **COEUR D'ALENE POLICE DEPARTMENT CAPTAINS**, hereafter referred to as "Captains", collectively referred to as the "Parties".

Whereas, the City has proposed a transition to one medical plan with a One Thousand Dollar (\$1,000) deductible;

Whereas, the City and Captains have openly bargained and approved the transition to the new plan;

Now therefore, the Parties agree to amend the contract between the City and Captains commencing October 1, 2014 (Resolution 14-053) as follows:

(e) Benefits/Compensation (added to existing Section (e)(9)):

(9) Fringe Benefits: Effective October 1, 2015, the parties agree to transition to one medical plan with a One Thousand Dollar (\$1,000) deductible. The City agrees to contribute a minimum of One Thousand Dollars (\$1,000) annually for an individual employee deductible and Two Thousand Dollars (\$2,000) annually for an employee family deductible into the employee's HRA/VEBA plan. The City agrees to front load the applicable deductible by October 15, 2015 for fiscal year 2015-2016.

For fiscal year 2015-2016, the HRA/VEBA contribution for the medical deductible for new employees or employees separating employment from the City (voluntary or involuntary) will be pro-rated accordingly based on the months eligible for medical coverage. If an employee terminates employment or chooses to opt out of the City's medical plan during fiscal year 2015-2016, the pro-rated amount will be paid back to the City through the employee's payroll deduction.

In each additional year of the Amendment after fiscal year 2015-2016, the One Thousand Dollar (\$1,000) annual contribution for the individual deductible and the Two Thousand Dollar (\$2,000) annual contribution for a family deductible will no longer be front loaded. Instead, the contribution will be deposited into the employee's HRA/VEBA plan on a monthly basis with the applicable deductible contribution divided by the applicable months of coverage.

This Contract Amendment will be effective October 1, 2015 through September 30, 2018.

NO FURTHER MODIFICATION

Except for the contract amendments contained herein, the parties agree that the current contract between the parties, and previous contract amendments, remain in full force and effect and that this amendment to the contract between the parties does not amend or alter any other right or obligation of either party under the contract.

Dated this 20th day of October, 2015.

CITY OF COEUR D’ALENE:

**COEUR D’ALENE POLICE DEPARTMENT
CAPTAINS:**

Steve Widmyer, Mayor

Steve Childers

ATTEST:

Renata McLeod, City Clerk

**POLICE DEPARTMENT LIEUTENANTS
AMENDMENT No. 1**

This CONTRACT AMENDMENT is made and entered into this 16th day of October, 2012 between the **CITY OF COEUR D'ALENE**, hereafter referred to as "City" and the **COEUR D'ALENE POLICE DEPARTMENT LIEUTENANTS**, hereafter referred to as the "Lieutenants", collectively referred to as the "Parties".

Whereas, the City has proposed a transition to one medical plan with a One Thousand Dollar (\$1,000) deductible;

Whereas, the City and LCEA have openly bargained and approved the transition to the new plan;

Now therefore, the Parties agree to amend the contract between the City and the Lieutenants commencing October 1, 2012 (Resolution 13-020) as follows:

(D) COMPENSATION/BENEFITS (added to existing Section D)

(19) Effective October 1, 2015, the parties agree to transition to one medical plan with a One Thousand Dollar (\$1,000) deductible. The City agrees to contribute a minimum of One Thousand Dollars (\$1,000) annually for an individual employee deductible and Two Thousand Dollars (\$2,000) annually for an employee family deductible into the employee's HRA/VEBA plan. The City agrees to front load the applicable deductible by October 15, 2015 for fiscal year 2015-2016.

For fiscal year 2015-2016, the HRA/VEBA contribution for the medical deductible for new employees or employees separating employment from the City (voluntary or involuntary) will be pro-rated accordingly based on the months eligible for medical coverage. If an employee terminates employment or chooses to opt out of the City's medical plan during fiscal year 2015-2016, the pro-rated amount will be paid back to the City through the employee's payroll deduction.

In each additional year of the Amendment after fiscal year 2015-2016, the One Thousand Dollar (\$1,000) annual contribution for the individual deductible and the Two Thousand Dollar (\$2,000) annual contribution for a family deductible will no longer be front loaded. Instead, the contribution will be deposited into the employee's HRA/VEBA plan on a monthly basis with the applicable deductible contribution divided by the applicable months of coverage.

This Contract Amendment will be effective October 1, 2015 through September 30, 2018.

NO FURTHER MODIFICATION:

Except for the contract amendments contained herein, the parties agree that the current contract between the parties, and previous contract amendments, remain in full force and effect and that this amendment to the contract between the parties does not amend or alter any other right or obligation of either party under the contract.

Dated this 20th day of October, 2015.

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

**COEUR D'ALENE POLICE DEPARTMENT
LIEUTENANTS:**

By: _____
Steve Widmyer, Mayor

By: _____
Bill McLeod

ATTEST:

Renata McLeod, City Clerk

By: _____
Rob Turner

By: _____
Mike Calderwood

By: _____
Jay Heintz

By: _____
Lee Brainard

**DEPUTY FIRE CHIEF
AMENDMENT No. 2**

This CONTRACT AMENDMENT is made and entered into this 20th day of October, 2015 between the **CITY OF COEUR D ALENE**, hereafter referred to as “City” and the **COEUR D’ALENE FIRE DEPARTMENT DEPUTY CHIEFS**, hereafter referred to as “Deputy Chiefs”, collectively referred to as the “Parties”.

Whereas, the City has proposed a transition to one medical plan with a One Thousand Dollar (\$1,000) deductible;

Whereas, the City and the Deputy Chiefs have openly bargained and approved the transition to the new plan;

Now therefore, the Parties agree to amend the contract between the City and the Deputy Chiefs commencing October 1, 2009 (Resolution 10-008), as amended on November 16, 2010 (Resolution No. 10-045) as follows:

E. BENEFITS/COMPENSATION (added to existing Section E(8))

8. Effective October 1, 2015, the parties agree to transition to one medical plan with a One Thousand Dollar (\$1,000) deductible. The City agrees to contribute a minimum of One Thousand Dollars (\$1,000) annually for an individual employee deductible and Two Thousand Dollars (\$2,000) annually for an employee family deductible into the employee’s HRA/VEBA plan. The City agrees to front load the applicable deductible by October 15, 2015 for fiscal year 2015-2016.

For fiscal year 2015-2016, the HRA/VEBA contribution for the medical deductible for new employees or employees separating employment from the City (voluntary or involuntary) will be pro-rated accordingly based on the months eligible for medical coverage. If an employee terminates employment or chooses to opt out of the City’s medical plan during fiscal year 2015-2016, the pro-rated amount will be paid back to the City through the employee’s payroll deduction.

In each additional year of the Amendment after fiscal year 2015-2016, the One Thousand Dollar (\$1,000) annual contribution for the individual deductible and the Two Thousand Dollar (\$2,000) annual contribution for a family deductible will no longer be front loaded. Instead, the contribution will be deposited into the employee’s HRA/VEBA plan on a monthly basis with the applicable deductible contribution divided by the applicable months of coverage.

This Contract Amendment will be effective October 1, 2015 through September 30, 2018.

NO FURTHER MODIFICATION

Except for the contract amendments contained herein, the parties agree that the current contract between the parties, and previous contract amendments, remain in full force and effect and that this amendment to the contract between the parties does not amend or alter any other right or obligation of either party under the contract.

Dated this 20th day of October, 2015.

CITY OF COEUR D’ALENE:

**COEUR D’ALENE FIRE DEPARTMENT
DEPUTY CHIEFS:**

Steve Widmyer, Mayor

Thomas Greif

ATTEST:

Glenn Lauper

Renata McLeod, City Clerk

James Washko

PUBLIC WORKS COMMITTEE

STAFF REPORT

DATE: October 12, 2015
FROM: Gordon Dobler, Engineering Services Director
SUBJECT: Approval of a Cooperative Agreement to fund the design and construction of Ironwood-US 95 intersection improvement, and approval of a Professional Services Agreement with JUB Engineers for the design of the improvements

DECISION POINT

Staff is requesting approval of the Cooperative Agreement with ITD and Kootenai Health, for funding the design and construction of intersection improvements to the Ironwood Dr.-US 95 intersection, and a professional services agreement with JUB Engineers for the design of the improvements.

HISTORY

For the past year, JUB, under contract to Kootenai Health, has been evaluating the impacts of future growth on traffic circulation around the area of Kootenai Health and the Interlake medical campuses. They have developed a master plan of recommended improvements. One of the recommended improvements is the modification to the Ironwood Dr.-US 95 intersection. They recently held a public open house to solicit comments for the master plan, including these improvements, and received strong support from the surrounding businesses .

FINANCIAL ANALYSIS

The estimated project costs are \$1,349,310. ITD, the City, and Kootenai Health are participating in funding the project. ITD has obtained a federal grant of \$1,050,000 for construction engineering and construction. The City and Kootenai Health would split the cost of design and right-of-way. The City's share is estimated to be \$157,155. The project is in the current fiscal year budget however only \$120,000 was budgeted. Council would need to amend the budget for the additional funds. The funds would come from impact fees.

PERFORMANCE ANALYSIS

The intersection currently operates at a level of service of E to F. Future growth will cause further deterioration in the level of service causing significant delays and back-ups on Ironwood. JUB is recommending additional left turn lanes and right turn only lanes in the east and west direction. This would require widening the existing roadway, obtaining additional right-of-way, and relocating/reconstructing the existing signal. However, JUB predicts a substantial decrease in delays and congestion once the work is complete, and on into the future.

ITD requires that the City be the sponsor of the project, so for this next phase of work, the City would contract with JUB for design and right-of-way acquisition. Because this is an ongoing phased project, it is not necessary to solicit for the design contract.

RECOMMENDATION

Staff recommends that Council

- Approve the Cooperative Agreement with ITD and Kootenai Health, and direct the Mayor to execute the agreement.
- Approve the Professional Services Agreement with JUB for the design of the intersection improvements.
- Approve an additional \$60,000 from impact fees to cover project costs and contingencies.

**COOPERATIVE AGREEMENT
PROJECT NO. A019(509)
US95, IRONWOOD INTERSECTION, COEUR D'ALENE
KOOTENAI COUNTY
KEY NO. 19509**

PARTIES

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter called the State, the **CITY OF COEUR D'ALENE**, acting by and through its Mayor and Council, hereafter called the City, and the **KOOTENAI HEALTH DISTRICT, d.b.a. KOOTNEAI HEALTH**, hereafter called KH.

PURPOSE

The State has scheduled a project to upgrade and improve the safety and mobility of the US95/Ironwood Drive intersection. The City and KH have requested the construction of this project be accelerated and agreed to participate in this venture. Federal funds will be used for construction of the project. Therefore, the project must meet all State and Federal requirements. This Agreement provides for development and construction responsibilities of each of the parties.

Authority for this Agreement is established by Idaho Code Sections 40-317.

The Parties agree as follows:

SECTION I. GENERAL

1. It is necessary to develop construction plans and specifications in order that State participation may be obtained in the construction costs of the project.
2. The State has scheduled One Million Fifty Thousand Dollars (\$1,050,000) for the construction and inspection of this project in the approved Idaho Transportation Investment Program, and subsequent revisions. The total estimated project cost is as follows:

*Cooperative Agreement
US95, Ironwood Intersecton, Coeur d'Alene
Key No. 19509
Page 1*

a. Project Development -	\$227,100
b. Right-of-Way -	\$78,210
c. Utilities -	\$0
d. Signal Construction EOR -	\$9,000
e. Construction Engineering -	\$135,000
f. Construction and Contingency -	\$900,000
g. Total estimated Project Costs -	\$1,349,310

3. This project shall be designed to 3R NHS Standards as defined in the current version of the Idaho Transportation Department's Roadway Design Manual, or as subsequently revised.
4. All traffic control, regulatory and warning signs, pavement markings, and traffic signals will be developed as part of the plans and will meet the requirements of MUTCD.
5. Sufficient Appropriation. It is understood and agreed that the State is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State reserves the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement. Nothing in this Agreement shall be construed as limiting or expanding the statutory or regulatory responsibilities of any involved individual in performing functions granted to them by law; or as requiring either entity to expend any sum in excess of its respective appropriation. Each and every provision of this Agreement is subject to the laws and regulations of the State of Idaho and of the United States.

SECTION II. That KH will:

1. Be responsible for 50% of the costs of development of the project (items a-d in Section I above) including plans, specs, and right-of-way acquisition. To that end, upon

demand from the City, pay to the City the amount of One Hundred Fifty-Seven Thousand One Hundred Fifty-Five Dollars (\$157,155), which is 50% of the estimated cost of development of the project.

2. Upon receipt of request from the City for additional funds, pay to the City the requested amount, up to 50% of the project development costs.
3. Donate the right-of-way required for the project from KH parcels.

SECTION III. That the City will:

1. Hire a consultant to perform engineering services necessary to develop the construction plans for the project. Such plans will meet all State and Federal requirements.
2. Be responsible for 50% of the costs of development of the project (items a-d in Section I above), including plans, specs, and right-of-way acquisition.
3. Acquire all right-of-way necessary for the project that is not donated from other sources and certify by ITD-1983 form that all right-of-way activities necessary for the project are complete.
4. Provide plans and specifications to the State for review and approval.
5. Coordinate the relocation of utilities within the right-of-way of the project

SECTION III. That the State will:

1. Review and approve the construction plans for the project.
2. Provide environmental clearance for the project.
3. Advertise and award a contract for construction of the project to the successful low bidder. If the bid exceeds the engineer's estimate by more than ten percent (10%), the State reserves the right to reject all bids and re-bid the project. The State shall notify the City and KH of its rejection of the bids and its intent to re-bid.

4. If the amount to award the contract will exceed the engineer's estimate by more than ten percent (10%), the State will receive concurrence to award from the City and KH prior to awarding the contract.
5. Perform contract administration and inspection of the project.
6. Notify the City and KH of all Change Orders proposed during the project. The State, City and KH will be required signatories on any change orders requiring additional construction funds to be added to the project.
7. Upon completion of construction, return to the City any funds paid by the City and not required for construction.
8. Prior approval of the City and KH will be obtained if it is necessary, during the life of the construction contract, to deviate from the plans and specification to such a degree that the nature of the completed work will be changed.

EXECUTION

This Agreement is executed for the State by its District One Engineer, executed for the City by the Mayor, attested to by the City Clerk, with the imprinted Corporate Seal of the City of Coeur D'Alene, and executed for the Kootenai Health by its authorized representative.

IDAHO TRANSPORTATION DEPARTMENT

District Engineer

ATTEST:

CITY OF COEUR D'ALENE

City Clerk

Mayor

(SEAL)

By regular/special meeting
on _____.

KOOTENAI HEALTH

Title: _____

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PROFESSIONAL SERVICES AGREEMENT
between
CITY OF COEUR D'ALENE
and
JUB ENGINEERS, INC.
for
IRONWOOD – US95 INTERSECTION IMPROVEMENTS

THIS Agreement, made and entered into this _____ day of _____, 20__, 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 JUB ENGINEERS INC., an Idaho corporation, with its principal place of business at 7825 Meadowlark, Way, Coeur d'Alene ID, hereinafter referred to as the "Consultant,"

W I T N E S S E T H:

Section 1. Definition. 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 JUB Engineers Inc., 7825 Meadowlark Way, Coeur d'Alene, Idaho, 83815.

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

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

Section 3. Scope of Services.

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

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

Section 4. Personnel.

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

B. All of the services required hereunder will be performed by the Consultant 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 subconsultants, 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 execution of this Agreement by the Mayor and shall be completed within Three Hundred Fifty (350) days thereafter. The period of performance may be extended for additional periods only by the mutual written agreement of the parties.

Section 6. Compensation.

A. Subject to the provisions of this Agreement, the City shall pay the Consultant an amount not to exceed Two Hundred Thirty Six Thousand One Hundred Dollars and NO/100 (\$236,100).

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

Section 7. Method and Time of Payment. The City will pay to the Consultant an amount not to exceed the amount set forth in Section 6 which shall constitute the full and complete compensation for the Consultant's professional services. Monthly progress payments must be submitted by the 10th of the month for work done in the previous calendar month. Partial payment shall be made by the end of each calendar month for the work completed in the previous calendar month. Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council.

Section 8. Termination of Agreement for Cause. If, through any cause within Consultant's reasonable control, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements,

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

Section 9. Termination for Convenience of City. The City may terminate this Agreement at any time by giving thirty (30) days written notice to the Consultant of such termination and specifying the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Section 8 above shall, at the option of the City, become its property.

Section 10. Modifications. The City may, from time to time, require modifications in the general scope of services initial basic services of the Consultant to be performed under this Agreement. The type and extent of such services cannot be determined at this time; however, the Consultant agrees to do such work as ordered in writing by the City, and the City agrees to compensate the Consultant for such work accomplished by written amendment to this Agreement.

Section 11. Equal Employment Opportunity.

A. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. 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.

Section 12. Interest of Members of City and Others. No officer, member, or employee of the City and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly, interested or has any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

Section 13. Assignability.

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

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

Section 14. Interest of Consultant. The Consultant covenants that 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 five hundred thousand dollars (\$500,000.00). The Consultant shall maintain, and furnish proof thereof, coverage for a period of two years following the completion of the project.

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

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

Section 26. Non – Discrimination.

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

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

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

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

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

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

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

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

such provisions including sanctions for non-compliance.

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

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

CITY OF COEUR D'ALENE

JUB ENGINEERS, INC.

Steve Widmyer, Mayor

By
Its

Stephen P. James
Vice President

ATTEST:

ATTEST:

Renata Mcleod, City Clerk

Name/Title

Susan A. Cassin, PFA

City of Coeur d'Alene, Idaho
Scope of Services
US 95, Ironwood Intersection, CDA,
ITD Key No. ORN19406

Overview

Background

Ironwood Drive and US-95 is a major intersection and gateway to the medical corridor that has developed west of US-95 on Ironwood Drive over the last several decades. This intersection currently experiences high levels of delay and a high volume of crashes. A study was performed of the area around the Kootenai Health medical campus to analyze current traffic conditions, future anticipated traffic conditions, and safety in and around the intersection. That study contained recommended design improvements to increase mobility and safety and promote economic growth. Recommended improvements include new lane configurations, additional lanes where warranted, and improvements to the signal timing. This design project will prepare the construction plans and specifications for the recommended improvements and will include stormwater revisions, bike lanes, utility relocations, and right of way determination/acquisition.

Recommended Improvements and Project Description

The Ironwood Drive portion of the project generally begins 700 feet west of US-95 on Ironwood Drive and terminates 700 feet east of US-95 on Ironwood Drive. Planned design elements for Ironwood Drive at the intersection of US-95 include additional approach lanes, lane reconfiguration, signal reconfiguration or replacement, signal timing reconfiguration or recommendations. It also includes associated items such as utility relocation, new curb, gutter, and sidewalk, pavement restoration, landscape enhancement, and pedestrian (ADA) features. Improvements to US-95 approach legs will be only those required to accommodate and tie into revisions to Ironwood Drive.

J-U-B ENGINEERS, Inc. will perform a Value Engineering review with the City and revise Concept (30% design review) prior to starting preliminary design (60% design review), then final design (95% design review) and bid package preparation (100% ITD formatted PS&E package - plans, specifications and an engineer's opinion of cost). The City, ITD, Kootenai Health, and Parkwood Properties will be part of the review team to provide design review comments at the 30%, 60% and 95% phases of this project design. The City and the ITD will review and approve the 100% package for bidding. The project will be advertised and construction will be administered by ITD so project design and project delivery will be based on ITD requirements.

The conceptual cost estimate for design, construction, construction oversight services, and right of way for this project is between \$1,000,000 and \$1,300,000.

Project Consultant Team

The following is the consultant team for the Project:

J-U-B ENGINEERS, INC. – Project Management; Project Controls, Utility Engineering; and Intersection and Street Design

Strata – Strata will provide subsurface investigation and pavement design services.

Right-of-Way Appraisal and Acquisition Services – The City of Coeur d’Alene will manage this process and ROW is not included in this scope of services. No ITD Total Ownership Maps or Right-of-way (ROW) plans will be provided by J-U-B. It is anticipated that the City will provide ITD a completed ITD-1983 form (when the ROW acquisition and Utility agreement process is complete).

Environmental Documentation – Prepared by the Idaho Transportation Department with support from J-U-B as defined in this scope.

Scope of Work

1. Project Administration

1.1. Monthly Invoices

Monthly invoices will be prepared to summarize work completed for each invoice period. The duration of the design for this Project is anticipated to be approximately seven (7) months.

Monthly project summaries will be provided to highlight work completed and the upcoming schedule for each time period.

1.2. Project Meetings

The previous traffic study and recommendations will be used as the basis of design. Project meetings will be conducted with the City and ITD on a semi-monthly (two per month) basis to seek input and provide updates on the status of the project.

1.3. Design Review Meetings - Conceptual (30%), Preliminary (60%), Final (95%), and Construction Documents (100%)

At design milestone of 30%, 60%, 95%, and 100%, the consultant team will meet with City and ITD staff. These meetings will be held to discuss specific design items and public comments.

2. Surveying and Data Collection

2.1. Gather Existing Record Drawings

Collect existing record drawings and as-constructed drawings from both ITD and the City.

Coordinate with the City and the utility one-call service to have underground utilities marked prior to survey.

Research survey records to identify existing survey monuments within the Project area. Found monuments will be located and preserved or referenced for replacement after construction is complete in accordance with Idaho State Law.

2.2. Perform Field Survey

Perform a topographic survey of the Project corridor beginning on Ironwood Drive near the s-curve and terminating approximately 750 east of US-95 on Ironwood Drive. Survey will be collected on the north and south approaches of US-95 for approximately 350 feet from the intersection.

Establish Project control and benchmarks on City datum.

Acquire topographic survey data for design within the Project limits. Features located will include:

- Utilities, including invert elevations where possible
- Roadway features, including curb/pavement elevations and grades
- Roadway striping
- Trees and landscaping including tree canopy diameter as well as trunk diameters
- Driveways
- Pedestrian ramps
- Signs / Signals
- Ironwood Drive Building corners
- Geotechnical boring locations
- Existing pedestrian tunnel surface features (subsurface locating is not included).

Boundary / Right-of-Way Survey

- Survey the existing right-of-way (ROW) lines adjacent to the project. Lines will be shown on the resulting topographic base map, and used for design and preparing legal descriptions for easement procurement.
- Conduct a field survey to collect property corners on or adjacent to the Ironwood Drive ROW and within the project limits.
- Purchase 4 title reports to review existing right-of-way and provide copies to the City for their use in any acquisitions.
- Locate and show on the resulting topographic base map the existing property lines as they intersect the public right-of-way and found monumentation.

2.3. Process Field Survey and Prepare Topographic Map (CAD)

Prepare a topographic base map for design purposes.

2.4. Gather Right-of-Way and Parcel Information

Right-of-way and parcel information will be gathered for determining existing right-of-way and design purposes and to identify new ROW needs.

2.5. Legal Descriptions & Exhibits

Once limits of construction are identified (Preliminary Design 60% described below), prepare legal descriptions and exhibits (up to four parcel legal descriptions) for city identified parcels depicting the proposed ROW and permanent and/or temporary construction easements for the project. These documents will be provided to the City or others to prepare the conveyance documents.

3. Street Design

3.1. Value Engineering & Revised Concept

A Value Engineering review will be performed on the existing intersection concept developed during the traffic study stage to look for potential cost savings while maintaining functional mobility and safety improvements. A public information process will be conducted under a separate agreement.

A. The concept design will be evaluated to identify elements that could be modified or reduced which do not specifically provide safety, mobility or economic benefit. This process, known as value engineering (VE), will be used to identify possible reductions in the overall scope and cost of the project without negatively impacting improved mobility, safety, or economic benefit. The VE process will also incorporate selected revisions that come from the public involvement process. Some VE ideas that have been suggested by the greater team and may be considered are*:

- Mill existing pavement and construct full depth asphalt in widened areas
- Reduce lane width to reduce paving and right-of-way needs
- Reuse portions of the existing signal equipment (alter pole locations and new mast arms)
- Move intersection alignment north (no right-of-way on south side or removal of sidewalks)
- Remove median
- Reduce taper lengths
- Remove eastbound right turn lane
- Remove dual left on westbound lane
- Remove one westbound thru lane
- Reduce illumination and landscape/irrigation costs
- Partnership opportunities including in-kind right-of-way donation
- Added northbound right turn lane (added cost)

*Please note that the VE ideas listed above have not been evaluated and therefore may not be appropriate as modifications to the project.

B. Once the VE review is completed and agreed upon by the stakeholders, horizontal features will be refined and a new concept exhibit developed. This exhibit will include horizontal location of features such as traffic lanes, median (if used), sidewalks, signal pole and heads, curb and gutter, and parking reconfigured as needed.

C. Utilities that will be impacted by the project will be identified for cost estimating purposes.

D. An Engineer's opinion of probable cost will be prepared for the revised concept.

E. The updated concept will be submitted to the City for distribution to stakeholders (ITD, KH & Parkwood). J-U-B will attend 1 concept/stakeholder/partner meeting.

F. Any VE changes that ITD considers a change to the existing ITD project development charter will need supporting documentation. J-U-B will review existing work and traffic analysis already completed under a separate agreement and provide documentation. Additional traffic modeling or analysis would be considered an additional service once defined and if needed.

3.2. Preliminary Design (60%)

Upon the completion of the Revised Concept, J-U-B will address comments from the City, ITD, Kootenai Health, and Parkwood Properties and continue designing the street section and intersection.

Quality control reviews and constructability reviews will be performed at each design milestone prior to submittal. Quality control reviews will be completed by a Senior Engineer with relevant experience to the work being reviewed

The following work elements will be performed in the Preliminary Design (60%) process:

- A. Prepare horizontal plan revisions and a preliminary vertical alignment. Separate curb and gutter profiles will be required for both sides of Ironwood Drive. Curbs along US 95 will be reset at new design elevations, as necessary, for drainage along with reconstruction needs. Pedestrian ADA ramps be replaced where removed due to widening and where ramps are not compliant with ADA standards within the Project to meet the Americans with Disabilities Act (ADA) requirements. Sidewalks, ADA ramps, and urban approaches within the US95 ROW will be designed to meet State standards.
- B. Utilities requiring relocation will be included in a separate set of Utility Plans consistent with ITD design guidelines. J-U-B will contact utilities and provide one set of preliminary design plans and cross sections for review and comment by each utility per the ITD Guide for Utility Management manual.
- C. J-U-B will make the first Utility Hearing Waiver request per ITD guidelines. J-U-B will also prepare the first draft of any Utility Agreements for City review. The City will then revise, submit and coordinate completion of Utility Agreements as needed.
- D. Design sidewalk. All disturbed sidewalks will be replaced. New sidewalks will be designed based on the dimensions provided in the City of Coeur d'Alene Standards. Pedestrian ramps in the ITD ROW will be designed to ITD standards.
- E. Identify bicycle considerations. Bike facilities will be included to be consistent with the City's bike facility improvements.
- F. J-U-B will coordinate with ITD regarding traffic signal revisions. A draft set of Traffic Signal Plans will be prepared showing layout conforming to typical ITD traffic signal design.
- G. Roadway lighting layout modifications will be incorporated into the signal plans.
- H. A draft set of traffic control and construction phasing plans will be prepared.
- I. An engineer's opinion of probable cost will be prepared for the 60% design.
- J. The 60% design will go through an internal QC review and revision process.
- K. A 60% design package will be prepared and submitted to the City and ITD.

3.3. Final Design (95%)

A. Final design will incorporate 60% design review comments and summarized by J-U-B. The ITD formatted Final Design plan set and submittal generally includes the following:

- a. Title sheet
- b. ITD Standard drawing index
- c. Vicinity map

- d. Project clearance summary
 - e. ITD Summary sheets
 - f. Typical sections
 - g. Plan and profiles – Road lanes, curb lines and sidewalks as needed
 - h. Traffic Signal plans including conductor schematic plans
 - i. Roadway lighting layout modifications and conduit and conductor sizing and routing will be incorporated into the signal plans.
 - j. Sign erection specifications
 - k. Signing, pavement marking and details
 - l. Sign removal plan if needed.
 - m. Traffic control plan and construction phasing plans will be updated
 - n. Temporary erosion control plans or SWPPP plans depending on ITD Environmental clearance requirements. A draft SWPPP is not anticipated or included.
 - o. Written specifications and special provisions, including environmental mitigation requirements as provided by ITD (est. 50 pages)
 - p. Engineer's opinion of probable cost in Estimator™
 - q. Prepare Contract time determination and draft construction schedule.
 - r. Conduct internal QC/QA. The final design will undergo an internal quality control review by a senior engineer. A QC/QA sign-off form will be prepared and submitted.
 - s. Adjustment from QC/QA. The final design will be adjusted based on the QC/QA comments.
 - t. Submit package for final design review [include the Final Design Checklist and Plan Sheet Checklist (design manual Figure 4-19 and 8-4)].
 - u. Attend the final design review in Coeur d'Alene and prepare notes of meeting.
 - v. Compile final design review notes from the City and ITD.
- B. Utility design to address project impacts will be updated in the separate set of Utility Plans provided to each utility. J-U-B will continue to coordinate with the utility companies for third party relocations.
- C. The 95% Final Design will be completed and an internal QC review and revision process performed.

3.4. Contract Documents (PS&E - 100%)

It is anticipated that ITD will advertise and bid the project. J-U-B will update the contract documents and prepare an ITD PS&E package.

Roadway PS&E Submittal:

- A. Final design review comments will be summarized and incorporated into project specifications and plans prepared for the City and ITD.

- B. Prepare Draft PS&E submittal document package including a construction schedule with submittal letter per ITD design manual.
- C. Prepare PS&E information sheet, PS&E spreadsheet, PS&E submittal checklist, and PS&E plan sheet checklist.
- D. Perform an internal QC/QA review of the PS&E set. A QC/QA sign-off form will be prepared and submitted.
- E. The Draft PS&E package will be submitted to the City and ITD.
- F. Address Draft PS&E review comments and submit a final PS&E package or updated sheets and specifications.
- G. J-U-B will prepare a resident engineer (RE) file for the ITD resident engineer that will include copies of the following:
 - a. Field information and notes
 - b. Topographic information
 - c. Preliminary Survey notes
 - d. Quantity calculations
 - e. Computation sheets, earthwork runs, etc.
 - f. Grade books
 - g. Special procedures for designs
 - h. Environmental Commitments from an Environmental Evaluation and Clearance as provided by ITD
 - i. Correspondence impacting construction
 - j. Copies of permits obtained by consultant
 - k. Basic items covered on Project Clearance Summary
 - l. Right-of-way agreements provided by City
 - m. Project contacts w/phone numbers
 - n. Copy of the proposal with the list of utilities
 - o. List of consultants
 - p. Information on specialty items, new materials, out of the ordinary procedures, etc.
 - q. Public Involvement material available from work under separate agreement
 - r. Agreements (if applicable)
 - Construction – provided by City and ITD
 - Cooperative MOU's – provided by City
 - s. Electronic copy of CADD information per ITD requirements.
- H. J-U-B will prepare a final opinion of probable cost through quantity estimates for ITD use in bidding.

- I. The 100% design will be completed and an internal QC review and revision process performed.

The Engineer of Record work and an agreement including attending Pre-Construction meetings and other related construction activities is not covered under this scope of work. Construction items not specifically addressed in this scope of work are considered additional work and will be by supplemental agreement or under a separate agreement.

4. Landscape Restoration

Landscape improvements will be completed by Kootenai Health and Parkwood for the respective private property areas including ITD ROW grass area restoration as needed on the west side of the project, including street trees, shrubs and irrigation revisions. J-U-B will address landscape restoration on the east side of US-95 as follows:

- A. J-U-B will include landscape restoration on the east side through an irrigation and hydroseed/grass sod restoration specification (no separate irrigation repair plans), and replacement of street trees outside of ITD ROW as directed by the City, Kootenai Health or Parkwood. It is anticipated that several street trees will be removed as part of this project.

5. Geotechnical Engineering

Strata will prepare phased materials reports consistent with ITD Materials Manual requirements within the project limits. The goal of the evaluation will be to provide ITD reports for ITD review and approval and confirmation or recommendations to revise the City standard pavement section thicknesses, materials, earthwork for project design. Specifically, Strata will include coordinating exploration with J-U-B the City, and ITD as needed for conducting field exploration, performing laboratory testing, analyses, and providing a written deliverable summarizing geotechnical recommendations (See Strata Proposal for Ironwood Drive Project CDP15054 for specific scope details).

- A. J-U-B will identify geotechnical boring locations in the design plans, provide final bore locations to Strata and coordinate Strata's field work with the City and ITD as needed. J-U-B will also review the draft technical report and provide feedback prior to the report being finalized.

Deliverables:

1. ITD Phase 1 Report Waiver Request – due to widening only in areas previously disturbed (JUB will prepare the letter to ITD)
2. Provide a Combined ITD Phase 2 & 3 Report - Field materials investigation and pavement section report.
3. Provide an ITD Phase IV foundation investigation report - Signal pole foundation (no new or relocated sign bridges).

4. Provide an ITD Phase V report (for Material Special Provisions)

6. Environmental Clearance

ITD will be preparing all documentation required for an Environmental Clearance on the project, including, but not limited to cultural, historical, architectural, hazardous materials, and archaeological clearances. J-U-B will provide support to ITD.

- A. J-U-B will provide design exhibits to support ITD's preparation of an Environmental Evaluation. Exhibits are anticipated to be limited to plan sheets prepared for the project. It is assumed that no other work such as open houses, public hearings, or support for such events will be needed as part of this scope.

7. Engineer of Record (EOR)

This task and J-UB's fees for engineer of record services may be reimbursable to the City through the ITD grant for construction.

- A. ITD will require J-U-B to provide engineer of record services for the signal. J-U-B will review signal pole foundation design submittals, equipment submittals and provide signal engineering support to ITD during construction.

Basis of Fee

- 60% Authorization - Items 1, 2, 3.1, 3.2, 4, 5, 6 and expenses will be PHASE 1 Lump Sum of \$136,000
- The remaining agreement (Items 3.3, 3.4, 7) will be PHASE 2 Time and Materials estimated at \$100,100

Schedule

See the attached schedule. The team's goal is to have the PS&E package ready by the end of May 2016. Bidding and award by ITD is anticipated to occur in the late summer of 2016 with a construction notice to proceed in the fall of 2016. Construction ground breaking may be extend into spring of 2017 to improve the contractor's time to prepare submittals, signal equipment manufacturing and delivery and thus improve bidding results.

END OF SCOPE

ENGINEERING/PLANNING SERVICES COST PROPOSAL
Labor-Hour Estimate

Ironwood Drive and US-95 Intersection Improvements
Client: City of Coeur d'Alene
Client Contact: Gordon Dobler
J-U-B Project Manager: Brad Marshall
Date: September 18, 2015

J-U-B ENGINEERS, INC.

OTHER J-U-B COMPANIES



THE LANGDON GROUP
A JUB COMPANY



GATEWAY MAPPING INC.
A JUB COMPANY

TASK	PROJECT MANAGER	QA/QC DESIGN MANAGER	QA/QC	PROJECT ENGINEER	PROJECT ENGINEER2	TRAFFIC ENGINEER	DRAWING DESIGN	2 PERSON SURVEY	LANDSCAPE ARCHITECT	PLS2 SURVEY	PLS SURVEY	ADMIN SUPPORT	TOTAL
NO. DESCRIPTION													
3.4 Contract Documents (PS&E - 100%) - (Phase 2)													
A. Incorporate 95% agency review comments													
B. Draft PS&E, schedule and checklists													
C. PS&E into sheet, spreadsheet, submital checklist													
D. QC review and revisions													
E. submit Draft PS&E, schedule and checklists													
F. address agency draft PS&E review comments and submit final PS&E													
G. RE file													
H. final estimator and opinion of cost													
I. 100% QA review (est check)													
SUBTOTAL (\$)	\$ 275.49	\$ 3,190.40	\$ -	\$ 4,917.86	\$ 23,261.85	\$ -	\$ 8,214.33	\$ -	\$ -	\$ -	\$ -	\$ 698.23	\$ 40,558.17

PUBLIC WORKS COMMITTEE STAFF REPORT

DATE: October 12, 2015
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 staff to sign an agreement with J-U-B Engineers, Inc. 7825 Meadowlark Way, Coeur d'Alene, ID 83815, for professional engineering services for the 2015/2016 Wastewater Collection System Capital Improvement Projects (CIP) at a cost of \$208,000.00 with additional services to be determined as field data substantiates.

HISTORY:

Each year and in conformance to the Wastewater Collection System Master Plan, the Wastewater Utility (WW) budgets and prioritizes replacement or rehabilitation of the City's aging sewer infrastructure. This requires the services from a Consultant and in 2013; the WW solicited proposals (RFP) from local firms. J-U-B Engineers, Inc. received the highest proposal score and was selected to assist the WW in the last two (2) years of CIP Projects. FY 2015/16 will be the third year of services stemming from the 5-year RFP. A copy of the Professional Agreement with J-U-B is accompanying this report.

FINANCIAL ANALYSIS:

2015/2016 CIP Tasks:

Task 100 - Trenchless Rehabilitation Projects (CIPP)	- - - - -	-\$54,300.00
Task 200 - Open Trench Replacement Projects	- - - - -	-\$59,000.00
Task 300 - Inflow Identification & Reduction	- - - - -	\$ 9,900.00
Task 400 - Capital Improvement Project (B-Interceptor)	- - - - -	-\$59,600.00
Task 500 - Reserve Management Fund	- - - - -	-\$25,200.00
	Total	\$208,000.00

Presently, the WW has budgeted \$1.48 M 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 may wish to authorize staff to sign an agreement with J-U-B Engineers, Inc. for professional engineering services for tasks associated with the 2015/2016 Wastewater Collection System Capital Improvement Projects at a cost of \$208,000.00.

AGREEMENT

for

PROFESSIONAL SERVICES

between

CITY OF COEUR D'ALENE

and

J-U-B ENGINEERS, INC

for

**CITY OF COEUR D'ALENE WASTEWATER UTILITY
2015/2016 WASTEWATER COLLECTION SYSTEM CAPITAL IMPROVEMENT
PROJECTS**

THIS AGREEMENT, made and entered into this ___ day of _____, 2015 between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "City," and **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."

WITNESSETH:

WHEREAS, The City has collection system projects scheduled for Fiscal Year 2015/2016 summarized as follows:

- Trenchless Rehabilitation Projects (CIPP and Manhole Rehabilitation)
- Open Trench Replacement Projects
- Inflow Identification and Reduction
- Capital Improvement Projects (CIP RR.1)
- Reserve Management

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 B – Fee Breakdown.

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 "A," entitled Scope of Services, subject to and consistent with the terms of Attachment "A," 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, 2016.

Section 6. Compensation.

A. Subject to the provisions of this Agreement, the City shall pay the Consultant the total sum of Two Hundred Eight Thousand Dollars and NO / 100 (\$208,000.00).

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. 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:

Stephen P. James

ATTEST:

Renata McLeod, City Clerk

Susan A. Corvick PFA

Name / Title



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

Standard Exhibit B – Construction Phase Services

The Agreement for Professional Services 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 completed 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 B 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 1. *Testing/Adjusting Systems.* Provide assistance in connection with the testing and adjusting of equipment or systems.
 No

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

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

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

- Yes 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.
 No

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

- Yes 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.
 No

- Yes 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.
 No

- Yes 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.
 No

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.

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 (other than the Work itself), 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.

ATTACHMENT A

SCOPE OF SERVICES
City of Coeur d'Alene Wastewater Utility
Fiscal Year 2016 Collection System Projects

Background

This scope of work is a continuation of services arising from the City of Coeur d'Alene Wastewater Utility's 2013 Request for Proposals. The work encapsulates capital improvement projects from the 2013 Collection System Master Plan Update, as well as the Utility'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 following tasks and detailed in the following pages:

- **Task 100: Trenchless Rehabilitation Projects**
 - Subtask 001: Condition Assessment and Prioritization Methodology – RESERVED
 - Subtask 002: CIPP Design
 - Subtask 003: Manhole Rehabilitation Design
 - Subtask 102: CIPP Construction Support
 - Subtask 103: Manhole Rehabilitation Construction Support

- **Task 200: Open Trench Replacement Projects**
 - Subtask 001: Open Trench Design: BUS9-05 to BUS9-06 (360± LF)
 - Subtask 101: Open Trench Construction Support: BUS9C-01 to BUS9C-02 to BUS9C-03 to BUS9C-03A (868± LF) and BUS9-05 to BUS9-06 (360± LF)

- **Task 300: Inflow Identification and Reduction**
 - Subtask 001: Flow Monitoring and Inflow Assessment

- **Task 400: Capital Improvement Projects**
 - Subtask 001: CIP RR.1 Design – *COMPLETED FY2015*
 - Subtask 101: CIP RR.1 Construction Support

- **Task 500: Management Reserve Fund**

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. No work is expected in Fiscal Year (FY) 2016. If additional efforts are deemed necessary, the work will be completed using Management Reserve Funds.

Subtask 002: CIPP Design

- Preliminary Design
 - Conduct a kick-off meeting with the City to determine project goals, objectives, milestones, and list of potential reaches for the 2016 project.
 - Coordinate with City to obtain CCTV inspection logs and condition scores of sewer mains previously inspected by the Wastewater Utility – estimated total of 10,000 LF. Condition scores are based on Wastewater Utility-specific scoring criteria developed in 2014.
 - Review highest scoring videos (estimated at 2,000 LF) to confirm suitability for CIPP rehabilitation. For remaining reaches, review inspection logs only to establish likelihood of suitability for CIPP rehabilitation based on defect codes entered during CCTV inspection by City crews.
 - Develop CIPP lateral schedules for all reaches submitted to J-U-B for integration into this year's prioritization – estimated maximum of 10,000 LF.
 - Integrate proposed reaches and prioritization score into GIS and develop concept exhibits for review. Include recommended point repairs necessary prior to CIPP rehabilitation for the Wastewater Utility's review based on the CCTV logs provided to J-U-B for review. It is expected that point repairs identified by J-U-B will be performed and/or coordinated by the Wastewater Utility as necessary to accommodate CIPP rehabilitation prior to beginning the construction project(s).
 - Develop an opinion of probable cost based on average per foot prices for CIPP rehabilitation in prior years.
 - 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 10,000 LF of sewer mains for inclusion in the FY2015 CIPP project. If additional reaches are identified later in the course of the project, modifying the exhibits, schedules, prioritization, etc. will be completed as an Additional Service.
- Final Design
 - Update concept plans to reflect only those reaches identified for inclusion in the FY2016 project.

- Prepare final lateral schedules for inclusion in the Bid Documents.
- Develop Bid Documents suitable for competitive bidding in FY2016. The Bidding Documents will be based on special provision technical specifications as required for the project.
- Prepare an opinion of probable cost based on the final bid schedule and average unit prices from projects in prior years.
- Conduct internal QC/QA of the Bidding Documents prior to submission of the Agency Review Bidding Documents.
- Submit Agency Review Bidding Documents for review by Wastewater Utility and City's legal counsel (3 hard copies).
- Incorporate City comments and develop final Bidding Documents. Prepare 20 hard copies for distribution within the City, plan holding agencies, and potential bidders.

Subtask 003: Manhole Rehabilitation (5 Manholes, <\$25,000 Project Procurement)

- Conduct a kick-off meeting with the City to identify project goals, objectives, milestones, and list of potential manholes for rehabilitation for the 2016 project.
- Conduct a site visit with the City to review up to ten manholes and assist the City with prioritizing the manholes for rehabilitation . Field review will be based on suitability and need for rehabilitation for corrosion protection based on above-grade, visual observations; detailed inspections, tests, structural assessments, etc. will not be completed.
- Provide an exhibit indicating manhole locations and a summary report for each manhole that identifies the following: location, diameter, approximate depth to invert, manhole material, apparent degree of surface degradation (based on above-grade, visual observations), and pipe sizes.
- Prepare an opinion of probable cost based on the final bid schedule and average unit prices from projects in prior years.

Subtask 100: CIPP Construction Support

- Update 2015 CIPP bidder pre-qualification documents; provide a draft copy for review by the City and City's legal counsel; and prepare final pre-qualification documents for use in this year's project. Assist the City with issuing the pre-qualification documents and summarizing results. Selection of pre-qualified contractors will be made by the City following City's legal review of the responses.
- Prepare a Notice of Advertisement for City's use in advertising the project for competitive bidding to pre-qualified bidders.
- Respond to bidders' questions during the bidding phase and prepare and issue addenda as required to modify the Bidding Documents.

- A pre-bid meeting for the CIPP project is not included in the scope of services due to a general lack of attendance by potential bidders in previous years.
- Assist in bid opening at City Hall, review bids as received, prepare a bid summary, review bids for general responsiveness, and issue a summary to the City and City legal counsel for review and evaluation of bid responsiveness.
- As directed by the Wastewater Utility, prepare a Notice of Award, draft Agreement, and Notice to Proceed for review, approval, and distribution by the City.
- Conduct one pre-construction conference with the Wastewater Utility, Contractor, and regulatory agencies (as applicable).
- Coordinate with CIPP Contractor to verify an informational flyer, as reviewed and approved by CITY, is provided to impacted homeowners prior to beginning construction in the local project areas.
- Interpret the plans and specifications during construction in accordance with the terms of the ISPWC General Conditions. Make recommendations to the CITY concerning contractor requests to deviate from the plans and specifications.
- Provide administration of the construction contract as provided in the ISPWC General Conditions of the Contract Documents, including submittal review, requests for information, change order requests, etc.
- Provide construction observation and management services as necessary during construction. Specific activities include the following:
 - Observation of video inspection prior to liner injection, liner installation, spot checks during the curing process, observation of pressure testing and final video inspection prior to reinstating services, and review of final video inspections to verify full reinstatement of services (as applicable).
 - The construction phase is assumed to occur over a continuous four week period, plus final clean up and close out.
- Review contractor progress and pay requests, and prepare recommendations to the Wastewater Utility.
- Develop a tentative list of items to complete the contractor's work based on final installation videos as provided by the CIPP contractor. Review final quantities and pay request from the Contractors. Submit final payment recommendations for approval.
- Provide one project record book of the project (includes project submittals, pre- and post-rehabilitation CCTV videos and logs, independent material testing reports, final project exhibits, etc.) for Wastewater Utility's records.

Subtask 200: Manhole Rehabilitation Bidding, Award, and Construction Support

- Assist the City with procuring a small project (expected to be less than \$25,000 construction cost) by holding a pre-quote meeting with potential contractors.

- Conduct one pre-construction conference with the Wastewater Utility and Contractor.
- Provide submittal reviews, respond to requests for information, change order requests, etc.
- Provide part-time construction observation (estimated at 2 hours per day) and management services as necessary during construction. The construction phase is assumed to occur over a continuous two week period, including final clean up and close out.

Task 200: Open Trench Replacement Projects

- Subtask 001: Open Trench Design: BUS9-05 to BUS9-06 (360± LF) The Wastewater Utility has identified the sanitary sewer reach on Coeur d'Alene Avenue from BUS9-05 to BUS9-06 for replacement in 2016. The following scope of work is based on estimated design requirements for replacing the existing sanitary sewer in its existing alignment and grade.
- Conduct a kick-off meeting with the City to determine project goals, objectives, and milestones.
- Complete a topographical survey for construction purposes. Survey will include the following: collection of surface improvements within the alleys and streets in the City right-of-way for the projects; sanitary sewer locations and depths to inverts; utilities as marked by the utility owners based on a One-Call for construction (request to be made by J-U-B); utilities as marked by City water and storm water utilities; and any available property pins within the project area. Property lines will be approximated using the CITY's GIS database and the County Assessor's Map; a boundary survey is not included in this scope. Prepare base drawings for subsequent use in design.
- Develop 60% Plans
 - Gather, document, review existing conditions as identified at the surface and through CCTV inspections (provided by CITY), and identify potential construction conflicts based on utilities as marked by others.
 - Evaluate pipe bursting versus open cut replacement, including potential construction costs, impact to underground utilities, disturbance to surface features, and challenges with construction approach that may impact finished project quality.
 - Develop plan sheets for the reach based on replacing the sanitary sewer with an 8-inch line in the existing alignment and matching inverts of connecting manholes or pipe bursting the existing pipe in place with a new HDPE pipe of equal size. The plans will include a CITY-provided ortho-photo of the project area and assessor map.
 - Identify impacts to other CITY-owned utilities (water and storm water) and identify as "retain and protect" or "replace" per CITY standard drawings. The

project area may include asbestos cement (AC) water mains and storm water that may be impacted during construction of the new sanitary sewer; replacement, as deemed necessary by the City, will be per City standard drawings and specifications.

- Services will be located at the main line based on closed circuit television (CCTV) performed by others. The laterals will be designed for reconnection at the sewer main only; no new laterals or extensions will be included in the project.
 - Prepare an opinion of probable cost based on prior years' average construction costs (on a per foot basis).
 - Review preliminary plans with Wastewater Utility and identify issues for Wastewater Utility and other City departments to address (e.g. replacing or re-routing storm sewer and water; partial or full-width surface repair; specific surface repair objectives such as pedestrian ramps, curb and gutter, alley approaches, etc.).
- Develop Agency Review Plans and Specifications
 - Integrate the design completed in FY2015 for the following sanitary sewer reaches into a single bid set with the reach defined above: BUS9C-01 to BUS9C-02 to BUS9C-03 to BUS9C-03A (868± LF).
 - Review City comments and prepare final plans and technical specifications for bidding purposes. The Contract Documents will be based on CITY 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 CITY designs for water systems; designing or incorporating CITY 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.
 - Prepare an opinion of probable construction cost for the project.
 - Conduct internal QC/QA of the Contract Documents.
 - Submit five sets of plans, specifications, and contract documents to the Wastewater Utility for final review and approval. Wastewater will distribute the copies to the CITY Engineering Department, Water Department, Storm Sewer Department, legal department, and other departments as CITY deems necessary for final approval.
 - Incorporate CITY comments (as applicable) and develop final bid sets. Comments are expected to be minor in nature due to previous review step; consequently, substantial revisions, separate schedules, or development of additive alternates requested by the CITY will be completed under the Management Reserve Fund.

- Provide 20 sets of final Contract Documents for the Open Trench Replacement project, including half sized plans (11x17), bid forms, contract forms, and technical specifications. Plans shall be used for distribution to CITY departments, regulatory agencies, plan agencies, affected utilities and interested contractors.

Subtask 101: Open Trench Construction Support: BUS9C-01 to BUS9C-02 to BUS9C-03 to BUS9C-03A (868± LF, designed in 2015) and BUS9-05 to BUS9-06 (360± LF)

- Prepare a draft notice of advertisement for the project. CITY will advertise the project in their paper of record.
- Conduct one pre-bid meeting at the CITY offices for the project.
- Respond to bidders' questions during the bid phase, and prepare and issue addenda as required to modify the plans or specifications.
- Assist in bid openings at CITY Hall, review bids as received, prepare a bid summary, review bids for responsiveness, and issue a recommendation to the CITY regarding the responsiveness of the bids.
- Prepare a notice of award, agreement, and notice to proceed for review, approval, and distribution by the CITY, and assist in the contract award.
- Perform construction support as noted in "J-U-B Standard Exhibit B – Construction Phase Services", attached. Project duration and commitments are further defined in Attachment B. It is assumed that construction for the reaches will occur consecutively, i.e. without a temporary shutdown or similar delay by contractor.
- Provide five complete sets of hard copy record drawings (per project) for CITY records.

Task 300: Inflow Identification and Reduction

Subtask 001: Flow Monitoring and Inflow Assessment

The purpose of this task is to assist the City of Coeur d'Alene 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, and 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 District, Central District, and Fort Grounds area. 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. Flow monitoring was initially planned to be performed for a two-week period. At the City's request, flow monitoring was extended an additional four weeks due to a lack of precipitation events. The extended flow monitoring resulted in additional equipment rental costs that depleted the

estimated budget. Therefore, the flow monitoring data was not analyzed and a technical memorandum was not prepared. The task for this year shall be to complete the data analysis and technical memorandum.

Specific steps in this subtask include the following:

- Review flow monitoring data collected in the spring of 2015, estimate the inflow magnitude (gallons per day and gallons per inch of rainfall), and compare the results to previous inflow studies and the 2013 Collection System Master Plan Update existing system model output.
- Prepare a draft technical memorandum to summarize and evaluate the flow monitoring data.
- Review the draft technical memorandum with Wastewater Utility, identify next steps, and modify as necessary.
- Submit a final technical memorandum for Wastewater Utility's records.

Task 400: Capital Improvement Projects

Subtask 001: CIP RR.1 Design – COMPLETED FY2015

Subtask 101: CIP RR.1 Construction Support

- Background: Bidding and contract award was completed in FY2015. The City also procured the flow control slide gates for Manhole B1-01 and issued a purchase order for the Vortex Flow Insert from Ipex, Inc. in Manhole M1-12 in FY2015. Due to concerns with delivery schedules of Owner-furnished equipment, the Contractor (Big Sky Development) requested that the project start date be delayed to March 2016 with work to be completed by April 30, 2016. The scope of services from last year's agreement is therefore carried forward to this year to provide construction support for the RR.1 project.
- Perform construction support as noted in "J-U-B Standard Exhibit B – Construction Phase Services", attached. Project duration and commitments are further defined in Attachment B.
- J-U-B will subcontract with a geotechnical engineering firm to assist with the review of shoring and excavation safety measures as required in the project technical specifications, as well as provide construction observation assistance as deemed necessary.
- Provide five complete sets of hard copy record drawings (per project) for CITY records.

Task 500: Management Reserve Fund:

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

- Coordinate or attend neighborhood informational meetings for the project(s).
- 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 City 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 on the CIPP project.
- Assist the CLIENT in performing and / or coordinating point repairs for the sewer lines scheduled for CIPP rehabilitation.
- Perform boundary survey work.
- Work with archaeologists as may be required to address archaeological findings within the PROJECT area.
- Assist the CLIENT in reporting or otherwise managing removal of hazardous waste or petroleum contaminated soils that 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, conducting more borings, providing 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.

Schedule and Compensation

The proposed schedule and compensation for the tasks is included in the table below. Schedule is based on date of Agreement.

Task 100: Trenchless Rehabilitation Projects	Days	Compensation and Type ^B
Subtask 001: Condition Assessment and Prioritization Methodology	-	N/A
Subtask 002: CIPP Design	60	\$16,500 T&M
Subtask 003: Manhole Rehabilitation Design	-	5,500 T&M
Subtask 100: CIPP Construction Support	- A	\$25,200 T&M ^A
Subtask 200: Manhole Rehabilitation Construction Support	- A	\$7,100 T&M ^A
Task 200: Open Trench Rehabilitation Projects		
Subtask 001: Open Trench Design: BUS9-05 to BUS9-06 (360± LF)	45	\$15,600 T&M
Subtask 101: Open Trench Construction Support: BUS9C-01 to BUS9C-02 to BUS9C-03 to BUS9C-03A (868± LF) and BUS9-05 to BUS9-06 (360± LF)	- A	\$43,400 T&M
Task 300: Inflow Identification and Reduction		
Subtask 001: Flow Monitoring and Inflow Assessment	45	\$9,900 T&M
Task 400: Capital Improvement Projects		
Subtask 001: CIP RR.1 Design	-	N/A
Subtask 101: CIP RR.1 Construction Support	- A	\$59,600 T&M
Task 500: Management Reserve Fund		
Tasks as requested by Wastewater Utility	-	\$25,200 T&M

^A *Dependent on construction schedules developed by the successful bidder(s).*

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

Attachment B - Fee Breakdown
City of Coeur d'Alene Wastewater Utility
2016 Collection System Projects

LABOR-HOUR ESTIMATE

Task	Description	Principal Engineer	Project Manager	Project Engineer	Design Engineer	Design / Observation	Drafting / Tech	PLS	Survey Crew	Clerical	Expenses / Subcontractors	Subtotal	Task Totals
Subtask 103: Manhole Rehabilitation Construction Support (5 Manholes, under \$25,000 project procurement)	Assist City with quotation solicitation (under \$25,000)										Time and Materials estimated at		\$7,100
	Pre-quote meeting			2	2							\$400	
	Review quote			2	1							\$300	
	Construction Phase			2	4					2		\$800	
	Pre-construction meeting			1	4							\$500	
	Submittal review			1	4					2		\$1,800	
	Construction Management (submittals, 2 weeks of construction)			1	8							\$2,200	
	Construction Observation (2 hrs/day for 2 weeks)				20					4		\$2,200	
	Contractor close-out and final paperwork			1	4							\$1,100	
Task 200	Open Trench Replacement Projects												
Subtask 001: Open Trench Design: BUS9-05 to BUS9-06 (360± LF)											Time and Materials estimated at		\$15,600
	Kick-off meeting		1	2								\$400	
	Topographical survey				4							\$500	
	Survey request; call in locates			1	4							\$1,900	
	Survey crew				4			2	8			\$1,200	
	Prepare base topo; field check				4							\$2,200	
	Develop 60% Plans				8							\$1,600	
	Plan and profile			1	2							\$500	
	Evaluate potential for pipe bursting			2	8							\$500	
	Opinion of probable cost			1	4							\$500	
	Review with the CITY; identify issues for City to address			2	2							\$2,200	
	Develop Agency Review Documents			1	2							\$500	
	Final plan and profile; incorporate City comments			2	8							\$500	
	Opinion of probable cost			1	4							\$1,300	
	Project specifications and bid schedule(s)			2	4							\$600	
	Note: technical specs generated in 2015 will be used											\$500	
	QC/QA review		1	2	2							\$1,700	
	Review with the CITY				2							\$1,700	
	Final Plans and Bid Documents (20 copies)			1	4					8		\$1,700	
Subtask 101: Open Trench Construction Support: BUS9C-01 to BUS9C-02 to BUS9C-03 to BUS9C-03A (368± LF) (designed in 2015) and BUS9-05 to BUS9-06 (360± LF)											Time and Materials estimated at		\$43,400
	Bid and Award											\$300	
	Bid advertisement/contractor coordination				1					2		\$600	
	Pre-bid meeting				4					2		\$700	
	Bid management (questions and addenda)			1	2					4		\$700	
	Bid opening and contract award			1	2							\$1,200	
	Construction Phase											\$4,200	
	Pre-construction meeting			1	4					2		\$1,200	
	Construction management (6 weeks of project activity)			1	12					2		\$1,200	
	Submittal review				24							\$1,300	
	Survey control for construction				8							\$27,300	
	Observation (10 hrs/day, 4 weeks)				2				4			\$1,200	
	Pay requests (two total)				4					4		\$1,200	
	Final walkthrough and punchlist			1	4					2		\$2,600	
	Post-Construction Phase											\$2,100	
	Record drawings			2	8		12					\$2,100	

**Attachment B - Fee Breakdown
City of Coeur d'Alene Wastewater Utility
2016 Collection System Projects**

LABOR-HOUR ESTIMATE

Task	Description	Principal Engineer	Project Manager	Project Engineer	Design Engineer	Design / Observation	Drafting / Tech	PLS	Survey Crew	Clerical	Expenses / Subcontractors	Subtotal	Task Totals
Task 300	Inflow Identification and Reduction												
Subtask 001: Flow Monitoring and Inflow Assessment											Time and Materials estimated at		\$9,900
	Flow monitoring - completed in FY2015		4	16								\$2,600	
	Analyze flow monitoring data and determine inflow amount captured during monitoring	1	4	4								\$1,400	
	Compare data to previous studies	2	4	16						8		\$3,700	
	Prepare a draft technical memorandum of flow monitoring efforts		2	4								\$800	
	Review with Wastewater Utility and identify next steps	1	2	4						4		\$1,400	
Task 400	Capital Improvement Projects												
Subtask 001: CIP RR-1 Design (completed in FY2015)											Time and Materials estimated at		
	Completed in FY2015												
Subtask 101: CIP RR-1 Construction Support											Time and Materials estimated at		\$9,600
	Bid and Award												
	Completed in FY2015												
	Construction Phase												
	Pre-construction meeting		1	4		4				2	\$ 200	\$ 1,400	
	Construction management (8 weeks of project activity)	1	2	8	32						\$ 4,700		
	Reviewing submittals		1	4	12					4	\$ 200	\$ 2,400	
	Survey control for construction			2				2	8		\$ 50	\$ 2,000	
	Observation (10 hrs/day, 8 weeks)					400					\$ 300	\$ 36,300	
	Observation - geotechnical assistance and coordination		2	4	8						\$ 5,000	\$ 6,600	
	Pay requests (4 total)		1	2	8					8		\$ 1,800	
	Final walkthrough and punchlist	1	1	2	4	8				4		\$ 2,100	
	Post-Construction Phase												
	Record drawings			2		12	12					\$ 2,300	
Task 500	Management Reserve Fund												
	As Requested												\$25,200
TOTAL												\$208,000	
	Task 100 Trenchless Rehabilitation Projects												\$54,300
	Task 200 Open Trench Replacement Projects												\$59,000
	Task 300 Inflow Identification and Reduction												\$9,900
	Task 400 Capital Improvement Projects												\$59,600
	Task 500 Management Reserve Fund												\$25,200

PUBLIC WORKS COMMITTEE STAFF REPORT

DATE: October 12, 2015
FROM: Mike Becker, Wastewater Utility Project Manager
SUBJECT: Adoption of Wastewater Policy #721

=====

DECISION POINT:

The City Council may wish to adopt by resolution Wastewater Policy #721 (as attached to this staff report) defining the minimum Record As-Built Drawings (Plans) information required on all newly installed sanitary sewer infrastructure that is turned over to the City of Coeur d'Alene.

HISTORY:

This is a new policy that will augment all existing City of Coeur d'Alene Standards, Requirements and the previously adopted Wastewater Policies (Resolution 15-007).

Presently, the WW Utility does not have anything in place to assist in lateral connection locates (under the One Call) until we CCTV the sewer main. The majority of the Record As-Built Drawings submitted do not include detailed lateral locate information. This results in locates based on scaling off the distances from the Record Drawings. Requiring detailed information per this policy on all future Record Drawings will reduce the City's liability for locates based on inaccurate information.

FINANCIAL ANALYSIS:

Adoption of these policies will not have any financial impact to the City of Coeur d'Alene.

PERFORMANCE ANALYSIS:

This policy is being implemented to assist the Wastewater Utility in providing newly installed lateral connection information and assist in maintaining and updating the City of Coeur d'Alene's Wastewater GIS database.

RECOMMENDATION:

Adopt by resolution Wastewater Utility Department's Wastewater Policy #721, Public Sewer System - Record As-Built Drawing Information.

Attachment:



CITY OF COEUR D'ALENE

CITY HALL, 710 E. MULLAN
COEUR D'ALENE, IDAHO 83814-3958
(208)769-2281 FAX (208)769-2338

WASTEWATER UTILITY DEPARTMENT

765 W. Hubbard Ave.
Coeur d'Alene, ID 83814

Policy #:	Title:	Effective Date:
721	PUBLIC SEWER SYSTEM RECORD AS-BUILT DRAWING INFORMATION	

PURPOSE

The purpose of this policy is to define the minimum Record As-Built Drawings (Plans) information required on all newly installed sanitary sewer infrastructure that will be owned, operated and maintained by the City of Coeur d'Alene. This policy is being implemented to assist the Wastewater Utility in providing lateral connection locate information and assist in maintaining and updating the City of Coeur d'Alene's Wastewater GIS database.

REFERENCE

This is a new policy that will augment all existing City of Coeur d'Alene Standards, Requirements and Policies.

POLICY

I. APPLICABILITY

- A. The following policies will apply to all Professional Engineers, Architects and/or professional designers that are required by the City of Coeur d'Alene and/or Idaho Code to submit Record As-Built Drawings (Plans) on projects with newly installed or modified public infrastructure that contributes sanitary sewerage to the City of Coeur d'Alene's Wastewater System

II. POLICY STATEMENT

- A. All public sanitary sewer manholes and temporary tee sewer extensions shall be labelled with an identification number as provided by the City's Wastewater Utility and shown in the Record As-Built Drawings (Plans).

Exceptions: Private Sewer Manholes, Private Sewer Cleanouts and Private Temporary Tee Sewer Extensions.

- B. Any public sewer infrastructure deviations from the City Approved Construction Drawings shall be clearly identified and shown on the Record As-Built Drawings (Plans).
 - 1. Said deviations shall be shown on all sheets including details sheets.
 - 2. Said deviations shall be identified in in bold text within a cloud border and referenced on each sheet’s respective revision box.
- C. Using a table (see below), the as-built location and depth of all sewer laterals shall be shown on each plan and profile sheet.

As-Built Lateral Information						
Lateral Location				Connection at Sewer Main		
Street Address or Lot & Block	Lateral Pipe Dia. (in.) & Pipe Type	Lateral Length (ft) from Main to End	Lateral End Invert Elevation	Upstream Manhole Designation	Distance (ft.) from Upstream Manhole Outlet	Lateral Orientation (N,E,S,W)
<i>LT 1, BLK 4 (EXAMPLE)</i>	<i>4" PVC</i>	<i>48'</i>	<i>2268.9</i>	<i>LFW9-03A</i>	<i>22.3'</i>	<i>N</i>

RESPONSIBLE DEPARTMENT

The City of Coeur d’Alene Wastewater Department shall be charged with the implementation and enforcement of this adopted policy.

DATE ISSUED/SUNSET DATE

Issue Date:

Review Date:

ANNOUNCEMENTS

Memo to Council

DATE: October 2, 2015

RE: Appointments to Boards/Commissions/Committees

The following appointments and reappointments are presented for your consideration at the October 20th Council Meeting:

Board/Committee/Commission	Student Name	Title	Appointment / Reappointment
Arts Commission	Marina Lundy	Student Rep	Appointment
Arts Commission	Maggie Hurst	Alt Student Rep	Appointment
CDA TV Committee	Caden Benzinger	Student Rep	Appointment
Childcare Commission	Savannah Seaman	Student Rep	Appointment
Childcare Commission	Natalie Goptz	Alt Student Rep	Appointment
Library Board	Cassidee Smidt	Student Rep	Reappointment
Library Board	Isabel Bartosh	Alt Student Rep	Appointment
Natural Open Space Cmte	Madison/MacKenzie Johnson	Co-Student Reps	Appointment
Natural Open Space Cmte	Clark Marchese	Alt Student Rep	Appointment
Parking Commission	None	Student Rep	Appointment
Parks & Rec Commission	Maxwell Evans	Student Rep	Reappointment
Parks & Rec Commission	Maya Burgess	Alt Student Rep	Reappointment
Ped/Bike Committee	John Meech	Student Rep	Appointment
Ped/Bike Committee	Braydon Butler	Alt Student Rep	Appointment
Urban Forestry Committee	Matthew Averett	Student Rep	Appointment
Urban Forestry Committee	Marie Michalson	Alt Student Rep	Appointment

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

Amy Ferguson

Executive Assistant

cc: Renata McLeod, Municipal Services Director, CDA TV
Shana Stuhlmiller, Arts Commission
Judy House, Parking Commission
Monte McCully, Pedestrian & Bicycle Advisory Committee
Chenoa Dahlberg, Parks & Recreation Commission
Kathy Lewis, Childcare Commission
Mike Kempton, Natural Open Space Committee
Katie Kosanke, Urban Forestry Committee
Bette Ammon, Library Board

OTHER COMMITTEE MINUTES
(Requiring Council Action)

October 12, 2015
GENERAL SERVICES COMMITTEE
MINUTES
12:00 p.m., Library Community Room

COMMITTEE MEMBERS

Council Member Ron Edinger, Chairperson
Council Member Steve Adams
Council Member Amy Evans

CITIZENS

Steve Jennings, Item 1

STAFF

Juanita Knight, Senior Legal Assistant
Renata McLeod, City Clerk
Jim Markley, Water Superintendent
Melissa Tosi, Human Resources Director
Jim Hammond, City Administrator
Troy Tymesen, Finance Director
Terry Pickel, Assistant Superintendent
Mike Gridley, City Attorney

Item 1. Approval of a shooting gallery permit with Advantage Arms located at 3926 N. Schreiber Way.

(Agenda)

Renata McLeod noted in her staff report that Mr. Jennings, President of Advantage Arms, Inc. has relocated his business to the City of Coeur d’Alene. In the course of his business he will need to conduct test fire of weapons, which would require a shooting gallery permit pursuant to M.C. 9.52.030. This permit allows an exception to the discharge of weapons within our city limits code. The property at 3926 N Schreiber Way is zoned LM (Light Manufacturing), which is the appropriate zoning district for the proposed use. Staff from the Planning, Legal, Municipal Services, Building, and Police Departments met with Mr. Jennings on March 19, 2015 to discuss the project. Mr. Jennings was made aware of Building Code requirements for tenant improvements to the existing facility, Mr. Wagner waived the project review meeting because it was determined that the project should have minimal impact on additional fees and/or requirements based on the proposed new use, because most of City staff had either met with or been contacted by Mr. Jennings to discuss their project. Mr. Jennings explained in his permit request that they will conduct test fires within a specially constructed cargo container within the building. The test fire room includes a bullet trap called “snail” that is well known within the industry. Mr. Jennings assured staff that no sound resembling a gunshot will be heard outside of the building; rather at the sidewalk one might hear something resembling knocking.

Mrs. McLeod added that if the Council decides to approve this permit, the Police Chief suggests that two specific conditions be noted on the permit: that the test fire container includes safe guards to prevent accidental discharge outside of it and that if gunshot noise complaints are received the permit may be revoked.

Councilmember Adams asked Mr. Jennings how many people he was employing. Mr. Jennings said it is only 4 family members right now but hopes to hire 3-4 people once the business gets going. Councilmember Edinger asked if he is OK with the conditions the Police Department is requesting. Mr. Jennings confirmed he is. Mr. Jennings stated that he invited the Police Department to inspect the site and hear a test fire once the permit was approved.

MOTION: by Adams, seconded by Evans, to recommend that Council approve a shooting gallery permit to Advantage Arms, Inc. with the conditions (1) Sounds of rounds shall not be discernable outside the building to prevent disturbing the peace and/or reports of shots fired within the area, (2) that the test fire container include safe guards to prevent accidental discharge outside of it. Motion Carried.

**Item 2. Medical Retirement Benefit Agreement with Greg Schrempp.
(Consent Resolution No. 15-058)**

Jim Markley said the City's Personnel Rule XI, Section 12 allows an opportunity for retirees to continue a portion of their medical benefit in exchange for consultant services and all requirements in that rule have been met. Mr. Marley stated that Mr. Schrempp's expertise will be utilized to train his replacement, provide vacation fill-in, help during some seasonally heavy workload periods, and other duties noted on the Anticipated Scope of Services.

Councilmember Adams asked, if during this time frame, will there be additional required training by the state? Mr. Markley stated there would not be.

MOTION: by Evans, seconded by Adams, to recommend that Council adopt Resolution No. 15-058 approving a Consultant Labor Services Agreement with Greg Schrempp. Motion Carried.

**Item 3. Amendments to Contracts with the Coeur d'Alene Police Association; Lake City Employee Association; Fire Union; Police Captains; Police Lieutenants; and Deputy Fire Chiefs.
(Consent Resolution No. 15-058)**

Melissa Tosi said staff has met with all the employee groups who have agreed to the change in the City's medical insurance plan. Therefore, the Employee Group Agreements require an amendment to reflect the change. Mrs. Tosi noted in her staff report that the amendment will be for a term commencing October 1, 2015 and will be effective through September 30, 2018. The amendments do not extend the current employee contracts and is specific to the medical insurance coverage only. She added that as a result of the mutually agreed upon medical change, the City is able to pass on the savings to employees. Instead of paying the high cost in premiums to the insurance provider, the City is able to use the savings to provide a valuable benefit to employees by further funding their HRA/VEBA accounts.

MOTION: by Evans, seconded by Adams, to recommend that Council adopt Resolution No. 15-058 approving the amendments to Contracts with the Coeur d'Alene Police Association; Lake City Employee Association; Fire Union; Police Captains; Police Lieutenants; and Deputy Fire Chiefs. Motion Carried.

**Item 4. Application and acceptance of the Idaho J.A.G. Grant.
(Agenda)**

Jim Hammond presented this item for Sgt. Tilson. Mr. Hammond stated the Police Department is requesting approval to apply for and accept a grant dedicated to the purchase of a laser scanner used for crime scene analysis and 3D mapping. Sgt. Tilson noted in his staff report that the Department investigates felonious criminal activity, particularly homicide, suspicious death, and Officer Involved critical incidents (regionally) where crime scene documentation / measurement / analysis is crucial. This is currently done manually. There is an opportunity to purchase technology which will aid in the investigation, allow for a more accurate measuring and analysis, aid in investigation of items like blood spatter, and offer a higher level of evidence for court proceedings. The project total cost is \$69,955. The grant request is for \$64,335. The remaining \$5,620 is a match consideration which includes sending two investigators for training out of the Department's training

line item at an estimation of \$3,712 and the two officer's wages of 32 hours to attend the training estimated at \$1,908. The remaining \$5,620 will be absorbed in the Department's current fiscal year budget. If awarded, the Department will receive training on the proper hardware / software usage and train other investigators not only for the City but throughout the region. This technology and our trained officers can and will be used in high profile cases and critical incidents as already defined in a MOU with agencies. The use of the equipment will be analyzed for ease of use, successfulness in the field and in the court proceedings.

MOTION: by Evans, seconded by Adams, to recommend that Council authorize the Police Department to apply for and accept the State of Idaho Justice Assistance Grant for the purchase of 3D laser measuring equipment and software to be used by the Investigations Division of the Police Department. Motion Carried.

The meeting adjourned at 12:18 p.m.

Respectfully submitted,

[Juanita Knight](#)
Recording Secretary

**GENERAL SERVICES
STAFF REPORT**

DATE: October 1, 2015

FROM: Renata McLeod, City Clerk

RE: Request for Shooting Gallery Permit

DECISION POINT: Should the General Services Committee recommend approval of a shooting gallery permit to Advantage Arms, Inc. located at 3926 N. Schreiber Way.

HISTORY: Mr. Jennings, President of Advantage Arms, Inc. has relocated his business to the City of Coeur d'Alene. In the course of his business he will need to conduct test fire of weapons, which would require a shooting gallery permit pursuant to M.C. 9.52.030. This permit allows an exception to the discharge of weapons within our city limits code.

The property at 3926 N Schreiber Way is zoned LM (Light Manufacturing), which is the appropriate zoning district for the proposed use. Staff from the Planning, Legal, Municipal Services, Building, and Police Departments met with Mr. Jennings on March 19, 2015 to discuss the project. Mr. Jennings was made aware of Building Code requirements for tenant improvements to the existing facility, Mr. Wagner waived the project review meeting because it was determined that the project should have minimal impact on additional fees and/or requirements based on the proposed new use, because most of City staff had either met with or been contacted by Mr. Jennings to discuss their project.

Mr. Jennings explained that they will conduct test fires within a specially constructed cargo container within the building. The test fire room includes a bullet trap called "snail" that is well known within the industry. Mr. Jennings has assured staff that no sound resembling a gunshot will be heard outside of the building; rather at the sidewalk one might hear something resembling knocking. If the Council decides to approve this permit, the Police Chief suggests that two specific conditions be noted on the permit: that the test fire container includes safe guards to prevent accidental discharge outside of it and that if gunshot noise complaints are received the permit may be revoked.

FINANCIAL ANALYSIS: There is no fee established for shooting gallery permits.

DECISION POINT/RECOMMENDATION: To recommend approval of a shooting gallery permit to Advantage Arms, Inc. located at 3926 N. Schreiber Way with the following conditions: Sounds of rounds shall not be discernable outside the building to prevent disturbing the peace and/or reports of shots fired within the area; and that the test fire container include safe guards to prevent accidental discharge outside of it.



3926 N. Schreiber Way
Coeur d' Alene, ID 83815
(208) 667-2121

September 18, 2015

RE: Special Permit

Renata McLeod
City Clerk
710 Mullan Ave
Coeur d' Alene, ID 83814

Dear Renata,

I respectfully request the General Service Committee review my request to "discharge a firearm within the city limits" per the exemption to City Code Chapter 9.52, Section 9.52.030, Subsection A. [Shooting Galleries, Gun Clubs, Etc.; Permit Required]

Advantage Arms manufactures caliber conversion kits. The manufacturing of said conversion kits is permitted in the LM (Light Manufacturing) zoning. Advantage Arms does not operate as a store front and is not open to the public.

One of the last procedures in manufacturing the conversion kits is to test fire each kit to ensure that it fits and functions properly. We test fire almost daily. We have a specially constructed 20' long cargo container within our block building that will be used for test firing. The container is made of steel with the addition of 1/4" steel plates on the walls, floor, and ceiling. There is 3/4" plywood against the steel, then insulation, and then a layer of strand board, all to reduce the sound level outside of the container. Within the test fire room is a bullet trap called the "Snail" made by Savage Arms. The Snail is the number one choice of manufacturers for test firing.

At this time, Steve Jennings and Brandon Jennings are the only persons allowed to test fire. Steve Jennings has been test firing pistols and conversion kits since 1988 without incident. Brandon Jennings has been test firing for the last year without incident. Both Steve and Brandon are, or have been, California DOJ Certified Handgun Safety Instructors. Safety glasses, ear protection and a specially made apron are worn at all times while test firing.

Please feel free to contact me if you have any other questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read 'Steve Jennings', is written over the word 'Sincerely,'.

Steve Jennings
President

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: October 7th, 2015
FROM: Sgt. Bill Tilson Jr.
SUBJECT: Application and Acceptance of the Idaho J.A.G. Grant

DECISION POINT: Staff requests that Council allow the Coeur d'Alene Police Department to apply for and accept a grant dedicated to the purchase of a laser scanner used for crime scene analysis and 3D mapping.

HISTORY: The Department investigates felonious criminal activity, particularly homicide, suspicious death, and Officer Involved critical incidents (regionally) where crime scene documentation / measurement / analysis is crucial. This is currently done manually. There is an opportunity to purchase technology which will aid in the investigation, allow for a more accurate measuring and analysis, aid in investigation of items like blood spatter, and offer a higher level of evidence for court proceedings.

FINANCIAL ANALYSIS: The project total cost is \$69,955. The grant request is for \$64,335. The remaining \$5,620 is a match consideration which includes sending two investigators for training out of the Department's training line item at an estimation of \$3,712 and the two officer's wages of 32 hours to attend the training estimated at \$1,908. The remaining \$5,620 will be absorbed in the Department's current fiscal year budget.

PERFORMANCE ANALYSIS: If awarded, the Department will receive training on the proper hardware / software usage and train other investigators not only for the City but throughout the region. This technology and our trained officers can and will be used in high profile cases and critical incidents as already defined in MOU with agencies. The use of the equipment will be analyzed for ease of use, successfulness in the field and in the court proceedings.

DECISION POINT/RECOMMENDATION: Staff requests that the Council allow the Police Department to apply for and accept the State of Idaho Justice Assistance Grant for the purchase of 3D laser measuring equipment and software to be used by the Investigations Division of the Police Department.

**PUBLIC WORKS COMMITTEE
MINUTES
October 12, 2015
4:00 p.m., Library Community Room**

COMMITTEE MEMBERS PRESENT

Councilmember Woody McEvers
Councilmember Dan Gookin
Councilmember Kiki Miller

STAFF PRESENT

Terry Pickel, Asst. Water Superintendent
Jim Hammond, City Administrator
Troy Tymesen, Finance Director
Gordon Dobler, Eng. Svcs. Director
Mike Becker, WW Utility Proj. Mgr.
Monte McCully, Trails Coordinator
Dennis Grant, Eng. Project Manager
Mike Gridley, City Attorney

MOTION by Miller, seconded by Gookin, to remove Item 5, “Surplus 2005 Wastewater Plant Operator Utility Truck #403” from the agenda. Motion carried.

**Item 1 Cross Connection Control Ordinance Update
Agenda**

Terry Pickel, Assistant Water Superintendent, presented a request for council approval of a draft Cross Connection Control Ordinance update.

Mr. Pickel stated in his staff report that the updates are necessary to bring the ordinance into compliance with recent Drinking Water Rule changes. The updates also clean up some ambiguous language and clarify Backflow Assembly Tester issues and responsibilities that staff has dealt with frequently. The proposed changes are necessary to enhance the city’s ability to protect the public health, the primary goal of any cross connection control program. There will be no budgetary effect with the proposed changes and minimal impact to the customers. The proposed updates will also meet the anticipated Tester Conduct Rule which is expected to go to the state legislature next year for adoption.

Mr. Pickel said that the cross connection ordinance was originally adopted in 1983 and has been virtually untouched since that time. Industry standards and drinking water rules have substantially changed since then. He noted that the city currently monitors about 3,500 to 4,000 commercial assemblies, and also monitors 2,000 to 3,000 out of 17,000 service connections. There are a lot of residential units in the older parts of town that lack cross connection and they are working on it. The benefit of cross-connection is that it protects the public health. Mr. Pickel confirmed that cross connection is for domestic services where there could be a potential for contamination. They concentrate on the commercial side because it is their largest risk, including domestic water systems for hospitals, medical facilities, dental offices, irrigation, etc.

Councilmember Gookin asked about the clause in the ordinance that states that all residential and commercial devices should be tested annually. Mr. Pickel clarified that it is a state rule. They are trying to incorporate more timely notification of assembly tests. He also confirmed that the ordinance submitted for approval would still be up to date if the proposed legislative rule passes and noted that the City has the ability to actually go “above and beyond” as long as it can be justified. Mr. Pickel said that under the current licensing rule there is nothing that says that the testers have to submit testing results within 20

days. He also noted that they would not be requiring a higher standard of equipment or additional cost to the testers or customers.

Mr. Pickel discussed the difference between a backflow assembly and a backflow device and noted that they are not the same thing. A backflow device is not testable – it has to be inspected.

MOTION: Motion by Gookin, seconded by Miller, to recommend that Council approve Council Bill No. 15-1026, Cross Connection Control Ordinance update. Motion carried.

Item 2 Approval of a Cooperative Agreement to Fund the Design and Construction of Ironwood-US95 Intersection Improvement, and Approval of a Professional Services Agreement with JUB Engineers for the Design of the Improvements Consent Calendar

Gordon Dobler, Engineering Services Director, presented a request for council approval of the Cooperative Agreement with ITD and Kootenai Health for funding the design and construction of intersection improvements to the Ironwood Drive-US95 intersection, and a professional services agreement with JUB Engineers for the design of the improvements.

Mr. Dobler stated in his staff report that for the past year, JUB, under contract to Kootenai Health, has been evaluating the impacts of future growth on traffic circulation around the area of Kootenai Health and the Interlake medical campuses. They have developed a master plan of recommended improvements and one of the recommended improvements is the modification to the Ironwood Dr.-US95 intersection. A public open house was recently held to solicit comments for the master plan, including these improvements, and they received strong support from the surrounding businesses.

The estimated project costs are \$1,349,310. ITD, the City, and Kootenai Health are participating in funding the project. ITD has obtained a federal grant of \$1,050,000 for construction engineering and construction. The City and Kootenai Health would split the cost of design and right of way. The City's share is estimated to be \$157,155. The project is in the current fiscal year budget, however only \$120,000 was budgeted. Council would need to amend the budget for the additional funds. The funds would come from impact fees.

The intersection currently operates at a level of service of E to F. Future growth will cause further deterioration in the level of service causing significant delays and backups on Ironwood. JUB is recommending additional left turn lanes and right turn only lanes in the east and west direction. This would require widening the existing roadway, obtaining additional right-of-way, and relocating/reconstructing the existing signal. ITD requires that the City be the sponsor of the project, so for this next phase of work, the City would contract with JUB for design and right-of-way acquisition. Because this is an ongoing phased project, it is not necessary to solicit for the design contract.

Mr. Dobler said that the hospital and Interlake have both agreed to donate the right-of-way that would be required on the west side of the intersection. He noted that he is asking for a little more than the required funds for contingencies.

Councilmember Miller asked if there was a plan to continue the bike trails through the area. Mr. Dobler said that the trails will be the same as they are now and noted that there are bike lanes on Ironwood, and none on US95 and that the bike lanes on Ironwood would be maintained. Councilmember Gookin asked if the city could make them better.

Councilmember Miller confirmed that ADA compliant curbing would be incorporated into the plan. She asked Mr. Dobler why he was off by \$40,000 from the original estimates. Mr. Dobler confirmed that they were off by \$37,000 and at the time they put it together, it was just a best guess what the design fees would be. Since that time, they learned that it would also require noise studies, environmental studies, etc. which increased the design fees. He confirmed that the agreement includes all of the design fees for JUB and also acquisition of right-of-way. Mr. Dobler stated that approval of the agreement won't fix the costs, and should the design costs need to go up for whatever reason, they would have to take a look at it, justify them, and then approve them.

Councilmember McEvers asked if the design would include all of the locates, etc. Mr. Dobler confirmed that it would, and explained that the flashing yellow lights will be maintained on the main road, but the side streets only have a limited amount of green time.

MOTION: Motion by Miller, seconded by Gookin, to recommend Council approval of Resolution No. 15-058 authorizing a Cooperative Agreement with ITD and Kootenai Health for funding the design and construction of intersection improvements to the Ironwood Drive-US95 intersection, and a professional services agreement with JUB Engineers for the design of the improvements, with the estimated budget share for the city being \$157,155. Motion carried

Item 3 Adoption of Wastewater Policy #721 Consent Calendar

Mike Becker, Wastewater Utility Project Manager, presented a request for council adoption of Wastewater Policy #721 defining the minimum Record As-Built Drawings (Plans) information required on all newly installed sanitary sewer infrastructure that is turned over to the City of Coeur d'Alene.

Mr. Becker stated in his staff report that this is a new policy that will augment all existing City of Coeur d'Alene Standards, Requirements and the previously adopted Wastewater Policies (Resolution 15-007). Presently, the WW Utility does not have anything in place to assist in lateral connection locates until they CCTV the sewer main. The majority of the Record As-Built Drawings submitted do not include detailed lateral locate information. This results in locates based on scaling off the distances from the Record Drawings. Requiring detailed information per this policy on all future Record Drawings will reduce the City's liability for locates based on inaccurate information. Adoption of these policies will not have any financial impact to the City of Coeur d'Alene.

Mr. Becker explained that the new policy will assist with One Call locates, reduces the city's liability for inaccurate information, assists in updating sewer laterals on City GIS maps, and develops consistent "as-built" reporting criteria.

Mr. Becker confirmed that he anticipates some negative feedback from consultants in the area who are currently not providing the information. He noted that it is a matter of extracting the information from AutoCad and putting it into a table. The amount of work that is actually required is going to be minimal since the information is already in the AutoCad drawing. Mr. Becker explained that the liability issue is when they have a contractor call and ask for a locate on a lateral and they don't have it in their GIS and they have to pull the laterals and scale them off. If they paint a mark and the contractor starts digging and doesn't find the lateral, then the contractor has to replace the additional asphalt, including down time for equipment, etc. The new policy would eliminate the potential for liability and take away human error from the equation.

Councilmember Miller asked if other cities have this type of policy. Mr. Becker said that he consulted with the City of Post Falls and they actually require the AutoCad drawings themselves, while the WW Department feels that a table would best serve their needs. Councilmember Miller asked how engineers would be notified about this new policy. Mr. Becker said that the city has predevelopment meetings. Also, when starting on any new project, the engineer is provided with a pdf copy of all of the resolutions so that the consultants are aware up front before they invest a lot of their time. The consultant benefits by knowing exactly what is expected of them. The policies are also posted online on the city's website.

Mr. Becker confirmed that this new policy would apply to new projects. Councilmember McEvers asked if the new policy would apply in the old sections of town. Mr. Becker said that generally the plumbing department dictates where the lateral goes and they are in a position to control where the connection is to the public sewer main. Their ideal goal is one lateral connection per parcel, which minimizes root intrusion and other issues. The Wastewater Utility is currently working with the plumbing department on inspections and so when anything changes, it is either documented by the plumbing department or the wastewater inspector, so that the information is corrected on their maps. In many cases, the older lines are videotaped by their crews and because of those video tapes they are able to document where the laterals are. Mr. Becker noted that the city has many abandoned laterals and the goal is to not even consider those.

MOTION: Motion by Gookin , seconded by Miller , to recommend Council approval of Resolution No. 15-058 adopting Wastewater Policy #721, Public Sewer System – Record As-Built Drawing Information. Motion carried.

Item 4 Agreement for Professional Engineering Services with JUB Engineers, Inc. for 2015/2016 Wastewater Collection System Capital Improvement Projects
Consent Calendar

Mike Becker, Wastewater Utility Project Manager, presented a request for council approval of an agreement with J-U-B Engineers, Inc. for professional engineering services for the 2015/2016 Wastewater Collection System Capital Improvement Projects (CIP) at a cost of \$208,000 with additional services to be determined as field data substantiates.

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 or rehabilitation of the City's aging sewer infrastructure. This requires the services from a Consultant and in 2013 the WW Utility solicited proposals from local firms. J-U-B Engineers, Inc. received the highest proposal score and was selected to assist the WW in the last two years of CIP projects. FY 2015/2016 will be the third year of services stemming from the 5-year RFP. Since 2008 J-U-B has historically demonstrated their commitment and responsiveness to the City and has successfully performed the above tasks to the WW Utility's satisfaction.

Mr. Becker said that out of the \$208,000 that JUB will receive, it will include engineering services for 10,000 lineal feet of Cured in Place Pipe (CIPP), 900 lineal feet of Open Trench, 400 lineal feet of pipe bursting, 5 manhole lining rehabs, compilation of inflow monitoring data, and additional plans developed ahead of time. He noted that JUB is about 95 percent complete on some plans that they started in the previous fiscal year for this coming year. They are planning on doing the same thing again next fall.

Mr. Becker explained that this is a continuation of the original 2013 RFP for professional services in which JUB was selected. The ultimate goal is to maximize their dollar by not having to go after additional services from other consultants for their big projects. He confirmed that they are currently

doing the RFP in a five year rotation and noted that JUB was evaluated by a councilmember, engineering, and three Wastewater staff members to determine a ranking order, and JUB had the highest ranking on it.

Councilmember McEvers asked about addressing the inflow from the Fort Grounds area. Mr. Becker said that a lot of the issues have been addressed, but there is still a lot that needs to be done.

MOTION: Motion by Miller, seconded by Gookin, to recommend Council approval of Resolution No. 15-058 authorizing an agreement with J-U-B Engineers, Inc. for professional engineering services for the 2015/2016 Wastewater Collection System Capital Improvement Projects (CIP) at a cost of \$208,000, with additional services to be determined as field data substantiates. Motion carried.

**Item 5 ~~Surplus 2005 Wastewater Plant Operator Utility Truck #403~~
(REMOVED FROM AGENDA)**

**Item 6 V-15-4 – Vacation of a Temporary Bicycle Trail Easement in the Riverstone Plat
Consent Calendar**

Monte McCully, Trails Coordinator, presented a request on behalf of JHM Investments, LLC for the vacation of a temporary bicycle trail easement located across Tract C, Block 3, Lot 1, Block 4, and Lots 4, 5, 6, and 7, Block 2, as shown on Sheet 6 of the Riverstone Plat.

Mr. McCully stated in his staff report that the temporary bicycle trail easement was installed originally with the Riverstone Plat in 2000. In 2004, the Merritt Office Park Plat was recorded to accommodate development of this project and also did show said easement. Since a permanent bicycle path was dedicated just south of the requested vacation, the easement is no longer required or needed. There is no financial impact to the City.

MOTION: Motion by Gookin, seconded by Miller, to recommend council authorize staff to proceed with the vacation as outlined in Idaho Code Section 50-1306, and set a public hearing for November 17, 2015. Motion carried.

The meeting adjourned at 4:54 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison

PUBLIC WORKS COMMITTEE

STAFF REPORT

DATE: September 21, 2015
FROM: Gordon Dobler, Engineering Services Director
SUBJECT: Seltice Way Construction funding

DECISION POINT

Staff is requesting direction on whether or not to pursue funding for re-construction of Seltice Way from Ignite CDA, and to explore the possibility of accelerating the construction schedule.

HISTORY

The reconstruction of Seltice Wy, from Huetter to the bridge over the Prairie trail, has been a priority project for the past several years. We applied for, and received, a federal grant for design and we are currently in the consultant selection process. The total design cost is estimated to be as much as \$550,000 with \$300,000 from the federal grant and \$250,000 from Ignite CDA. However, funding for construction of the project is not on the Federal 5 yr funding plan. The preliminary design has to be completed before construction funding can be programmed. KMPO has indicated that the soonest funds could be available is 2021, and that only \$2.1 million would be available at that time. The current estimate for the project is in the range of \$5.1 - \$5.5 million dollars, leaving a shortfall of \$3.0 - \$3.4 million.

PERFORMANCE ANALYSIS

Ignite CDA has, in the past, expressed interest in partnering to fund the construction of Seltice. If construction was funded without Federal grant money, it would allow it to be constructed much sooner and at a significant cost reduction. We would realize a cost reduction on the order of 30 – 35% bringing the estimate for construction down to around \$3.5 million, which is the same amount we would need if the project was done with Federal grants. In addition, the project could possibly be constructed next year or 2017 at the latest. If the project was constructed without Federal grants, the westerly limits would have to move about 1000' east to the Area of City Impact boundary so the Huetter intersection would not be included.

RECOMMENDATION

Council should direct staff on whether or not to pursue funding for re-construction of Seltice Way from Ignite CDA in lieu of Federal grants, in order to expedite construction of the project.

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: **October 12, 2015**
FROM: Terry W. Pickel, Assistant Superintendent, Water Department
SUBJECT: Cross Connection Control Ordinance Update.

=====

DECISION POINT:

Staff requests City Council consideration for approval of a draft Cross Connection Control Ordinance Update.

HISTORY:

Water and Legal Departments have updated the Cross Connection Control Ordinance. The updates are necessary to bring the ordinance into compliance with recent Drinking Water Rule changes. The updates also clean up some ambiguous language and clarify Backflow Assembly Tester issues and responsibilities that staff has dealt with frequently. The original ordinance was adopted in 1983 when the cross connection control program was in its relative infancy. Over the years since original adoption, industry performance standards and assembly testing procedures have changed due to recurring problems and improved service connection requirements, tester problems and timely reporting issues. The proposed updates are necessary to enhance our ability to protect the public health, the primary goal of any cross connection control program.

FINANCIAL ANALYSIS:

There will be no budgetary effect with the proposed changes. They simply bring the ordinance in line with recent rule changes and current practices. There is minimal impact to the customers and actually should help them as many of the changes put emphasis on testers to turn in test reports in a timely manner.

PERFORMANCE ANALYSIS:

The Safe Drinking Water Act under the auspice of the USEPA requires that all states wishing to maintain primacy will have a mandatory drinking water program. In order to effectively protect the public health, the states require active cross connection control programs for all public water systems as recommended by the Act. The Idaho Department of Environmental Quality (DEQ) administrates the drinking water program for Idaho. The Drinking Water Rule, IDAPA 58.01.08, goes under revisions every few years to keep up with EPA requirements and other changes industry wide. New no-lead assembly requirements and changes in cross connection control have been implemented in the past two years. The Idaho Bureau of Occupational Licenses (IBOL) provides licensing oversight of the Backflow Assembly Testers. A draft Rule has been submitted and is expected to go to the state legislature next year for adoption. The proposed updates to the ordinance will bring it into conformance with the current Drinking Water Rule revisions and will meet the anticipated Tester Conduct Rule.

DECISION POINT/RECOMMENDATION:

Staff requests City Council approval of the Cross Connection Control Ordinance updates.



City of
Coeur d'Alene
IDAHO

CROSS CONNECTION CONTROL ORDINANCE UPDATE

WHAT IS BACKFLOW?

Backflow

Backflow is the reverse flow of contaminants, pollutants or undesirable materials through a cross-connection into the drinking water distribution system.

Backflow is the reverse flow of contaminants, pollutants or undesirable materials through a cross-connection into the drinking water distribution system. Safe drinking water can become contaminated by backflow if the distribution main is not protected by an approved backflow prevention assembly at the customer's service connection.

Two elements must be present for backflow to exist: a physical link (cross-connection), and a pressure differential. The physical link may be created by a direct plumbing connection, or submerged inlet. The pressure differential may be caused by high pressure on the contaminated side (backpressure) or a negative pressure on the supply side (backsiphonage). Backflow through cross-connections can cause sickness or death.

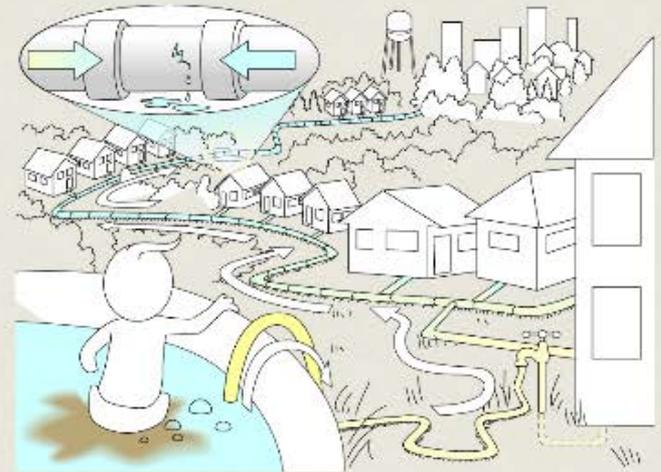


HYDRAULICS OF BACKFLOW

Backflow Hydraulics

Back flow is when water is pulled into the system from a non potable source.

The direction of flow is crucial in preventing back flow in the distribution system. If a fire, leak, or unanticipated high demand causes negative pressure and a subsequent vacuum in the system, it could result in back flow into the potable water. The vacuum will pull water into the system from the wrong direction, bringing potentially contaminated water into contact with the treated water. This is why continuous positive pressure is so important.



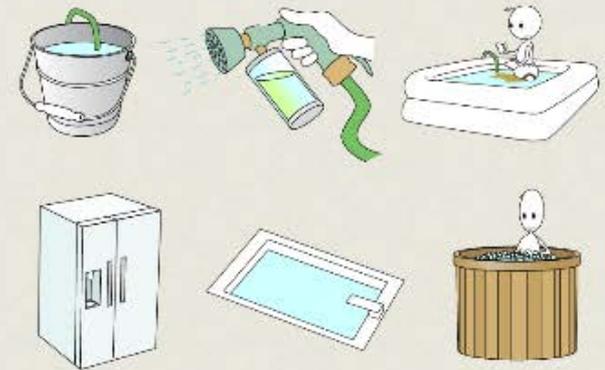
BACKFLOW INCIDENT HISTORY

Cross-Connection/Backflow Incident

Cross-connections have caused more waterborne disease outbreaks in the U.S. than any other reported factor.

Cross-connections can provide a pathway for backflow of non-potable water to come into contact with potable water. Backflow from a cross-connection can affect water quality and create health problems. Cross-connections in a drinking water system can be deadly and are consistently the cause of more reported waterborne outbreaks than any other source. Safe drinking water becomes unsafe when potable drinking water lines are cross-connected to a non-potable liquid.

Cross-connections are easy to create and can be in place for a long time without notice until the right set of conditions occur. If a cross-connection is detected, immediate measures must take place to correct it, and a Boil Water Notice should be issued immediately.

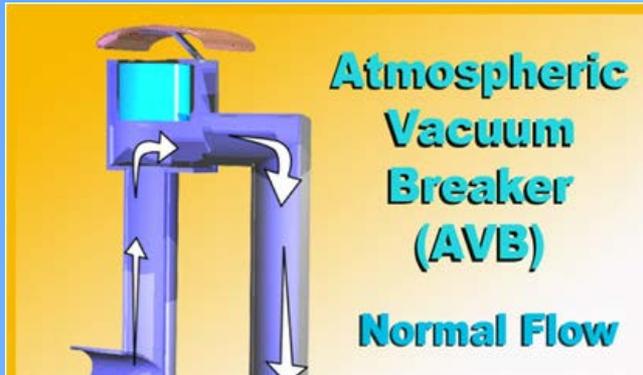


FIVE TYPES OF BACKFLOW PREVENTION

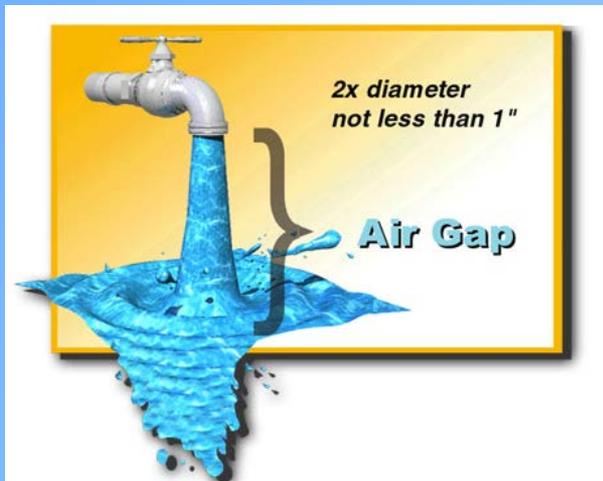
Five Means of Preventing Backflow

- Air Gap Separation
- Reduced Pressure Principle Assembly
- Double Check Valve Assembly
- Pressure Vacuum Breaker/
Spill-Resistant Vacuum Breaker
- Atmospheric Vacuum Breaker

BACKFLOW DEVICE / METHOD



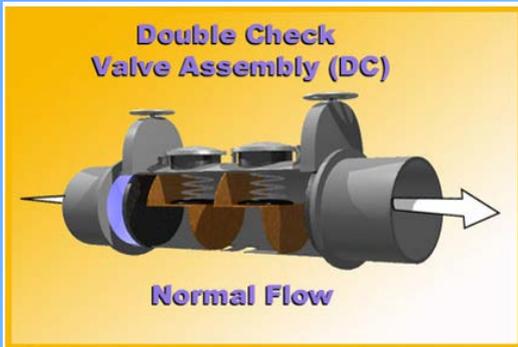
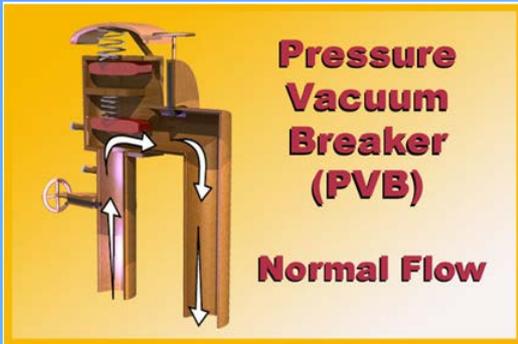
COMMONLY USED IN DISHWASHERS, ICE MACHINES, JANITOR SINKS, HOSE BIBBS AND SOME TYPES OF IRRIGATION, NON HEALTH HAZARDS



USED FOR HIGH OR SEVERE HEALTH HAZARD PREMISE ISOLATION SUCH AS WASTEWATER AND PLATING PLANTS. WATER MUST BE REPUMPED DUE TO LOSS OF PRESSURE SO RARELY USED.

NEITHER IS TESTABLE. REQUIRES ANNUAL INSPECTION BY IDAHO RULE

BACKFLOW ASSEMBLY



**MOST COMMONLY USED
IN IRRIGATION SYSTEMS**

**MAY BE USED FOR IRRIGATION
OR NON HEALTH HAZARD
PREMISE ISOLATION AND FIRE
SPRINKLER SYSTEMS**

**USED FOR HIGH HEALTH HAZARD
PREMISE ISOLATION AND CHEMICAL
FIRE SPRINKLER SYSTEMS**

WHAT WE DO

- **ALL COMMERCIAL SERVICES REQUIRE PREMISE ISOLATION EQUAL TO HIGHEST INTERNAL DEGREE OF HAZARD.**
- **COMMERCIAL AND RESIDENTIAL FIRE SPRINKLER SYSTEMS.**
- **COMMERCIAL IRRIGATION/CHEMIGATION SYSTEMS.**
- **RESIDENTIAL IRRIGATION AND HOME OCCUPATION BUSINESSES.**
- **PREMISES WITH AN UNAPPROVED AUXILIARY SUPPLY.**



RECENT CHANGES

- **IDAPA DRINKING WATER RULE CHANGE FOR REPORTING OF FAILED ASSEMBLIES/DEVICES**
- **BACKFLOW ASSEMBLY TEST PROCEDURES UNDER IDAPA LICENSING RULE**
- **ANTICIPATED BACKFLOW ASSEMBLY TESTER CODE OF CONDUCT UNDER IDAHO LICENSING RULE CONGRUENT WITH WASHINGTON AND UTAH RULES**
- **CLEANED UP AMBIGUOUS LANGUAGE AND ADDED DEFINITIONS.**



RECENT CHANGES

- **INDUSTRY STANDARDS CONTINUALLY CHANGE AND IMPROVE SUCH AS NO LEAD FIXTURE REQUIREMENTS, TEST PROCEDURE IMPROVEMENTS AND CHANGES IN OPERATOR AND TESTER RESPONSIBILITIES.**
- **ORDINANCE HAS NOT BEEN UPDATED SINCE 1983.**
- **PROPOSED CHANGES WILL BRING THE ORDINANCE INTO COMPLIANCE WITH RULES.**



CCC ORDINANCE UPDATE

- Questions?



Thank you!

ORDINANCE NO. _____
COUNCIL BILL NO. 15-1026

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING MUNICIPAL CODE SECTIONS 13.24.010, 13.24.020, 13.24.030, 13.24.040, 13.24.050 AND 13.24.060 AND ADOPTING A NEW SECTION 13.24.015 TO CLARIFY THE PURPOSE AND APPLICATION OF THE CITY'S CROSS CONNECTION CONTROL REGULATIONS, TO CLARIFY AND PROVIDE NEW DEFINITIONS, ADOPTING STANDARDS FOR INSTALLATION OF BACK FLOW PREVENTION ASSEMBLIES, TESTING AND INSPECTION OF BACKFLOW PREVENTION ASSEMBLIES AND PROVIDING FOR THE ENFORCEMENT OF THE CROSS CONNECTION CONTROL REGULATIONS INCLUDING DISCONNECTION FROM THE WATER SYSTEM; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; PROVIDING THE PUBLICATION OF A SUMMARY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, after recommendation by the Public Works Committee, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that said amendments be adopted; NOW, THEREFORE,

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

SECTION 1. *That Coeur d'Alene Municipal Code Section 13.24.010 is amended to read as follows:*

13.24.010: PURPOSE:

The purpose of this Chapter is to protect the public health and welfare by controlling cross-connections or other known sources or potential sources of contamination to the City water supply.

SECTION 2. *That a new Section 13.24.015, entitled APPLICABILITY, is added to the Coeur d'Alene Municipal Code as follows:*

13.24.015: APPLICABILITY:

The provisions of this Chapter apply to all customers of the City of Coeur d'Alene's water system.

SECTION 3. *That Coeur d'Alene Municipal Code Section 13.24.020 is amended to read as follows:*

13.24.020: DEFINITIONS:

For the purpose of this Chapter, the following terms shall be defined as follows:

BACKFLOW: The flow other than in the intended direction of flow of any foreign liquids, gases or harmful or offensive substances into the distribution system of the City water supply as a result of reduced or reversed pressure. The reverse from normal flow direction of water, or mixtures of water and other liquids, gases or other substances into the distribution lines of the City public water system from any source or sources.

BACKFLOW ASSEMBLY TESTER (BAT): A person who tests approved backflow prevention assemblies and holds a current Backflow Assembly Tester (BAT) license issued in the state of Idaho for the purpose of conducting field performance tests and inspections of approved backflow prevention assemblies as defined in Title 54, Chapter 24 of Idaho Code.

BACKFLOW PREVENTION DEVICE-ASSEMBLY - APPROVED: An device assembly approved by the city water superintendent that complies with the requirements of the Idaho Rules for Public Drinking Water Systems (IDAPA 58.01.08) which, . This assembly, when properly installed and maintained between the City water supply system and the terminus or point of ultimate use, will prevents backflow.

BACKFLOW PREVENTION DEVICE – APPROVED; An Air Gap (AG) or Atmospheric Vacuum Breaker (AVB) device or method approved by the city water superintendent that complies with the requirements of the Idaho Rules for Public Drinking Water Systems (IDAPA 58.01.08). This device or method, when properly installed and maintained between the City water supply system and the terminus or point of ultimate use, prevents backflow.

CITY WATER SUPERINTENDENT: The person hired by the City to oversee the operation and maintenance of the City’s water system or his or her designee.

CROSS-CONNECTION: Any actual or potential connection or structural arrangement between a public or consumer’s potable water system or any other source or system through which it is possible to introduce into any part of the City’s public water system any used water, industrial fluid, gas, or substance other than the intended potable water with which the system is supplied. bypass arrangements, jumper connections, removable sections, swivel or change over devices and other temporary or permanent devices through which or because of which backflow can occur are considered to be cross-connections. Any physical arrangement whereby the City water system is connected with any other water supply system, sewer, drain, conduit, pool, storage reservoir or any other source of water supply which contains or may contain contaminated water, sewage or other waste or liquids which may be harmful to human health or which may deleteriously affect the City water supply.

FIELD TEST KIT: An instrument, either mechanical or electronic in design, and all related fittings, tools, equipment and appurtenances necessary to conduct performance tests on approved backflow prevention assemblies.

PERFORMANCE TEST: Means the testing of an approved backflow prevention assembly using the latest test procedures, as defined by the University of Southern California Foundation for Cross Connection Control and Hydraulic Research (USCFCCCHR) and consistent with the Backflow Assembly Tester’s most recent training course and/or practical exam to certify that the backflow prevention assembly is functioning properly and within factory tolerances as designed.

SECTION 4. *That Coeur d'Alene Municipal Code Section 13.24.030 is amended to read as follows:*

13.24.030: UNLAWFUL CONTAMINATION OR CROSS-CONNECTIONS:

It is unlawful for the owner, tenant, occupant, lessee or other user of City water to introduce or permit the introduction of pollution or contamination of any kind into the City water supply system. It is unlawful for any person receiving water from the City water system to install or maintain any cross-connection within the City of Coeur d'Alene.

SECTION 5. *That Coeur d'Alene Municipal Code Section 13.24.040 is amended to read as follows:*

13.24.040: BACKFLOW PREVENTION DEVICES AND ASSEMBLIES; REQUIREMENTS, INSTALLATION AND TESTING:

A. ~~An approved backflow prevention devices or assembly must shall~~ be installed by the property owner, tenant, occupant, lessee or other user of City water where the nature and extent of the activities conducted or the materials used or stored on the premises would present an actual or potential hazard to the public health or be deleterious to the quality of the City water supply should a cross-connection occur. The need for a back flow prevention device or assembly must be re-evaluated whenever a new potential hazard is introduced to the property. The backflow assembly must be installed in a manner that complies with city water department standard drawings. Even though cross-connections may not exist at the time, an approved backflow prevention devices or assembly must shall be installed under the following circumstances including, but not limited to, the following:

1. Premises having an auxiliary water supply (the unapproved auxiliary supply or well may be abandoned in the manner required by IDAPA 37.03.09 rather than installing a backflow prevention assembly/device. A subsequent inspection by the water superintendent will be required to determine that all cross connections have been eliminated at the property);
2. Premises having internal cross-connections that are not correctable, or having intricate plumbing arrangements which make it impracticable to ascertain whether or not cross-connections exist;

3. Premises where entry is restricted so that inspections for cross-connections cannot reasonably be made;
 4. Premises having a history of cross-connections being established or reestablished;
 5. Premises on which any substance is handled under pressure so as to permit the entry of such substance into the public water supply;
 6. Premises having pumps or ~~pumping devices~~ other assemblies that may exceed dynamic pressure in the City water mains and/ or service lines between the mains and the meters which may affect the pressure within any line connected to the City water supply.
- B. All backflow prevention devices ~~assemblies~~ shall be installed by the property owner at ~~his~~ the owner's expense, and shall be of a type commensurate with the highest degree of hazard which exists or which could exist. ~~An air-gap separation or a reduced pressure principle backflow prevention device shall be installed where the public water supply may be contaminated with sewage, industrial waste of a toxic nature, or other contaminant which could cause a public health hazard. In all other cases where the contaminant may be objectionable but not hazardous to the public health, a double check valve assembly, an air-gap separation, or a reduced pressure principle backflow prevention device shall be installed. All backflow prevention devices and the installation thereof shall be approved by the City Water Superintendent or his duly authorized representative. Appropriate backflow protection shall meet the requirements of IDAPA 58.01.08. 543.01 and IDAPA 58.01.08.552.06b. All backflow prevention assemblies and the installation thereof shall be approved by the City Water Superintendent.~~
- C. All backflow prevention ~~devices~~ assemblies installed pursuant to this Chapter, except atmospheric vacuum breakers, shall be inspected and ~~tested by a certified~~ pass an approved performance test by an Idaho licensed tester at the time of initial installation and annually thereafter, ~~or more often if deemed necessary by the City. The City Water Superintendent may require more frequent testing if repeated performance failures, severe health hazards, repeated annual non-compliance, or other factors that pose a risk to the City public water system are encountered.~~ Whenever a backflow prevention ~~device~~ assembly is found to be defective, it shall be repaired, or overhauled with original manufacturer replacement parts, or replaced at the owner's expense. Only approved test cock fittings or protective caps will be installed in the assembly's test cocks. Test cocks will be kept free of other tangible physical matter at all times. The City Water Superintendent shall retain adequate records of all inspections, tests or repairs made pursuant to this Chapter.
- D. All residential and commercial irrigation backflow assemblies shall be tested annually at start up or before July 1st of each calendar year, whichever comes first.

DE. If a backflow prevention ~~device assembly~~ is found to be necessary, the owner, tenant, occupant or lessee of the property shall apply in writing to ~~the City Clerk for an installation~~ City Building Department for a plumbing permit, specifying the type and location of such ~~device or devices assembly~~. It shall be is unlawful to install, relocate or remove a backflow prevention device assembly without a permit. Any backflow prevention assembly that has been installed, relocated, removed, and reinstalled shall pass a performance test prior to being placed into service.

F. Pursuant to IDAPA 58.01.08.552.06.e if a backflow assembly fails testing and it cannot be repaired immediately, the tester must notify the City Water Superintendent of the failed test as soon as possible and in no event later than two (2) business days following the failed test. If the assembly cannot be repaired or replaced within ten (10) business days of notification, water service to the property may be terminated until the approved backflow prevention assembly can be repaired or replaced and pass a performance test.

G. A passing performance test report must be filed with the City Water Superintendent by the Backflow Assembly Tester within twenty (20) calendar days of conducting the performance test. Test reports filed after this period of time may be considered invalid.

SECTION 6. *That Coeur d'Alene Municipal Code Section 13.24.050 is amended to read as follows:*

13.24.050: INSPECTION OF NEW CONSTRUCTION INSPECTION OF NEW OR EXISTING STRUCTURES OR IMPROVEMENTS AND TERMINATION OF WATER SUPPLY:

~~No building, improvement or other structure shall be connected to the City water supply after the effective date of this Chapter, unless and until such structure has been inspected by the City Water Superintendent or other authorized officer of the City and found free of any cross-connections or other conditions for which a backflow prevention device is required by this Chapter.~~ Any new or existing building, improvement, or structure of any type receiving water from the City public water system shall be open, at all reasonable times, to inspections by the City Water Superintendent. Whenever a cross-connection or other source of contamination to the public water supply is found, or it is determined that a backflow prevention assembly is necessary, the City may cease delivery of water to such premises as provided for in Section 13.24.060.

SECTION 7. *That Coeur d'Alene Municipal Code Section 13.24.060 is amended to read as follows:*

13.24.060: INSPECTION OF EXISTING BUILDINGS, STRUCTURES OR IMPROVEMENTS AND TERMINATION OF WATER SUPPLY ENFORCEMENT AND DAMAGES:

~~Inspections by the City or its authorized agent may be made of any existing building, structures~~

~~or improvements of any nature receiving water from the City water supply. The City Water Superintendent or his authorized agent shall make an inspection of any building, improvement or structure of any nature receiving water from the City water supply if there appears probable cause to believe that a cross connection exists or that a backflow prevention device should be installed pursuant to this Chapter. Whenever a cross connection or other source of contamination to the water supply is found, or it is determined that a backflow prevention device is necessary, the City shall cease delivery of water to such premises and the water supply shall not be resumed until the cross connection or source of contamination is eliminated or a backflow prevention device has been installed in accordance with this Chapter.~~

A. In addition to all other lawful measures, the City Water Superintendent is authorized to disconnect City water system users from the City public water system for violations of this Chapter. Except in cases of emergency or where the violation causes an imminent threat to the public water system, the Water Superintendent will, prior to disconnection, send notice to the property owner by First Class Mail at the address on record with the County Assessor's office at least thirty (30) days prior to disconnection. The notice will explain the violation and the steps necessary to prevent disconnection. The property shall be physically posted with a copy of said thirty (30) day notice and a subsequent five (5) day disconnection notice prior to service termination.

B. An administrative fee, in an amount set by resolution of the City Council, will be added to the water bill of each customer sent a thirty (30) day disconnection notice and the five (5) day disconnection notice for violations of this Chapter.

C. Irrigation contractors and others providing irrigation blow out services for hire, will be held liable for all damages incurred by the City as a result of improper connection or introduction of air into the customer's domestic service and/or the City water mains. Damages may include, but not be limited to:

1. All labor involved;
2. Equipment expenses;
3. Repairs or replacement of damaged materials and equipment;
4. Volume of water flushed to remove system contamination;
5. Water quality treatment and sampling expenses.

SECTION 8. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 9. Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the City of Coeur d'Alene City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

SECTION 10. 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, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

SECTION 11. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on October 20, 2015.

APPROVED, ADOPTED and SIGNED this 20th day of October, 2015.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Amending M.C. 13.24 Cross Connection Control Regulations

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING MUNICIPAL CODE SECTIONS 13.24.010, 13.24.020, 13.24.030, 13.24.040, 13.24.050 AND 13.24.060 AND ADOPTING A NEW SECTION 13.24.015 TO CLARIFY THE PURPOSE AND APPLICATION OF THE CITY'S CROSS CONNECTION CONTROL REGULATIONS, TO CLARIFY AND PROVIDE NEW DEFINITIONS, ADOPTING STANDARDS FOR INSTALLATION OF BACK FLOW PREVENTION ASSEMBLIES, TESTING AND INSPECTION OF BACKFLOW PREVENTION ASSEMBLIES AND PROVIDING FOR THE ENFORCEMENT OF THE CROSS CONNECTION CONTROL REGULATIONS INCLUDING DISCONNECTION FROM THE WATER SYSTEM; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Michael C. Gridley, am the City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Amending M.C. 13.24 Cross Connection Control Regulations, 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 20th day of October, 2015.

Michael C. Gridley, City Attorney

OTHER BUSINESS



Mullan Road Re-Alignment “Concept to Project”

City Council Meeting

October 20, 2015



Traffic

Since the Educational Corridor
Roadways Have Been Constructed...



Traffic has decreased 50% in these two lanes

Traffic remains consistent in the drop right.



Traffic

- 58 Foot Road is Wider Than Necessary
- Center Turn Lane is Un-Necessary
- Multiple Lanes Create a Significant Pedestrian Safety Issue
- No Traffic Calming



Mullan Road in Context with the Four Corners Master Plan



Future Four Corners Uses will Increase Pedestrian and Bicycle Crossings at Mullan Road

Mullan Road Concept Presented at
February 15, 2015 Final Public
Meeting



Mullan Road Concept
Presented at July 9, 2015
City Council Workshop



Mullan Road “Concept to Project” Criteria

1. No trees from City Park should be removed.
2. Make Mullan Road the through street, not Park Drive.
3. Remove the Park Drive Parking Lot.
4. Provide traffic facilities to allow Mullan Road temporary closures

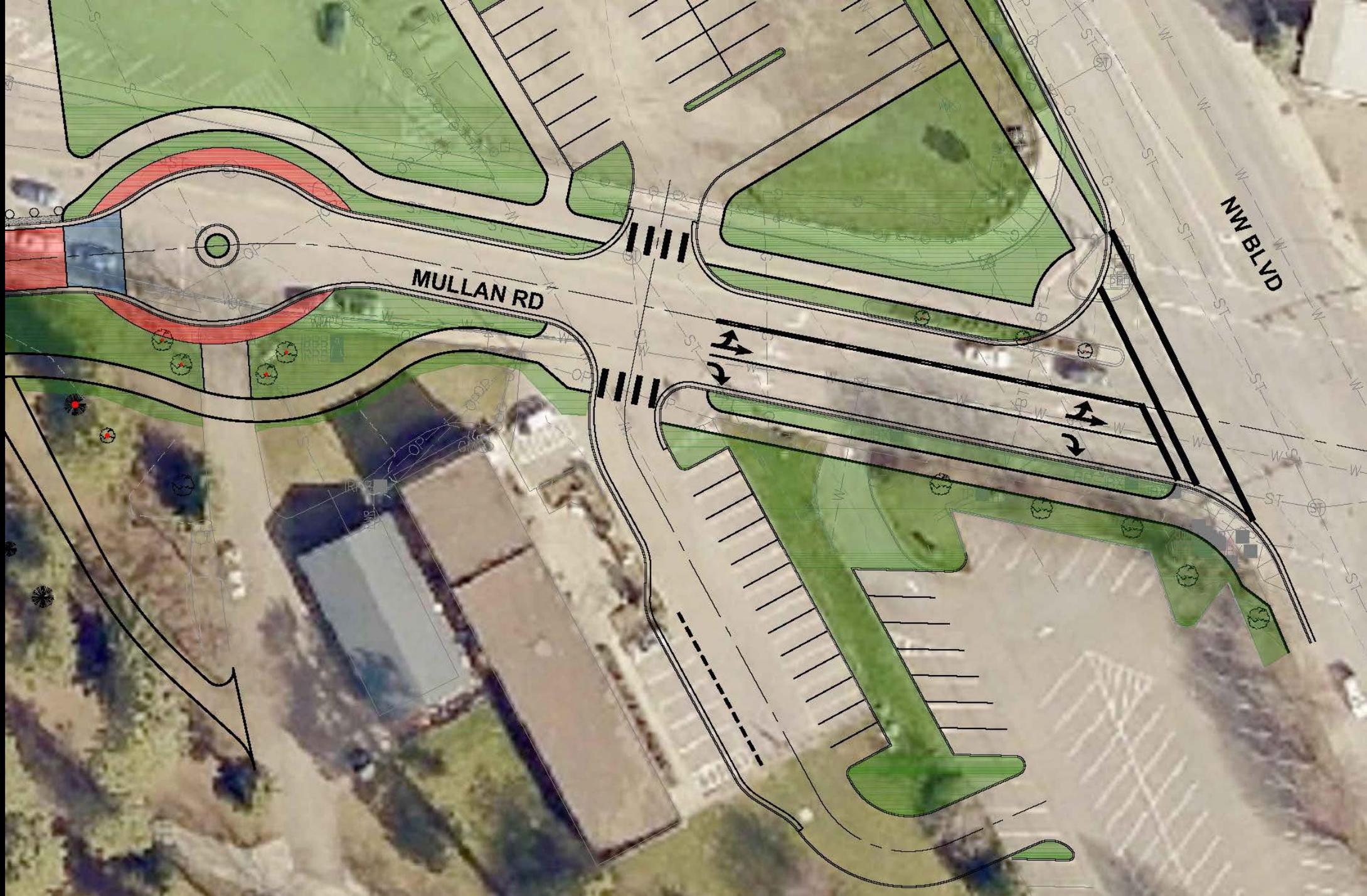
Mullan Road Project
Concept Presented at
July 30, 2015 Fort
Grounds Homeowners
Association Meeting



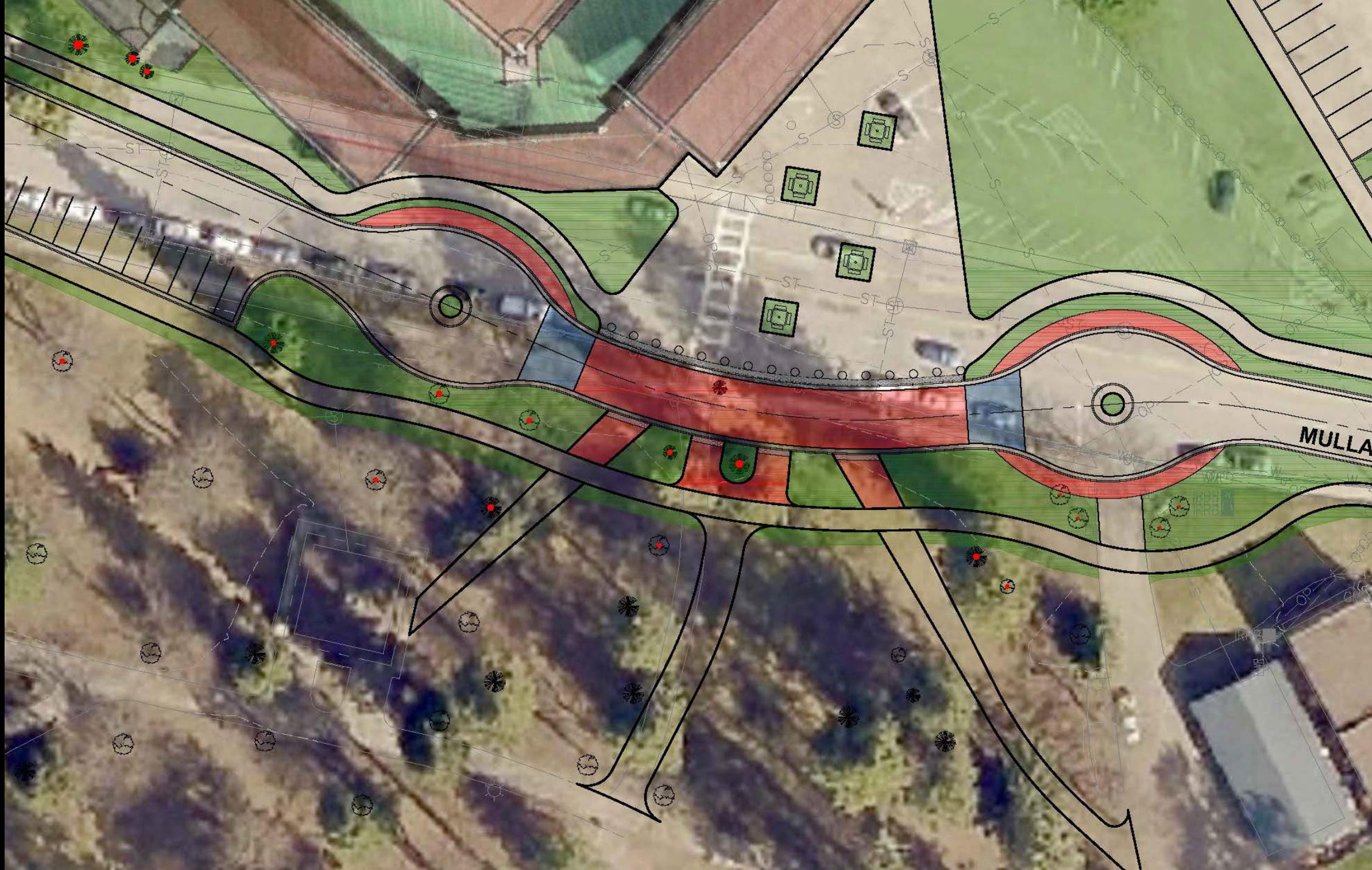


Fort Grounds Homeowners Association Meeting

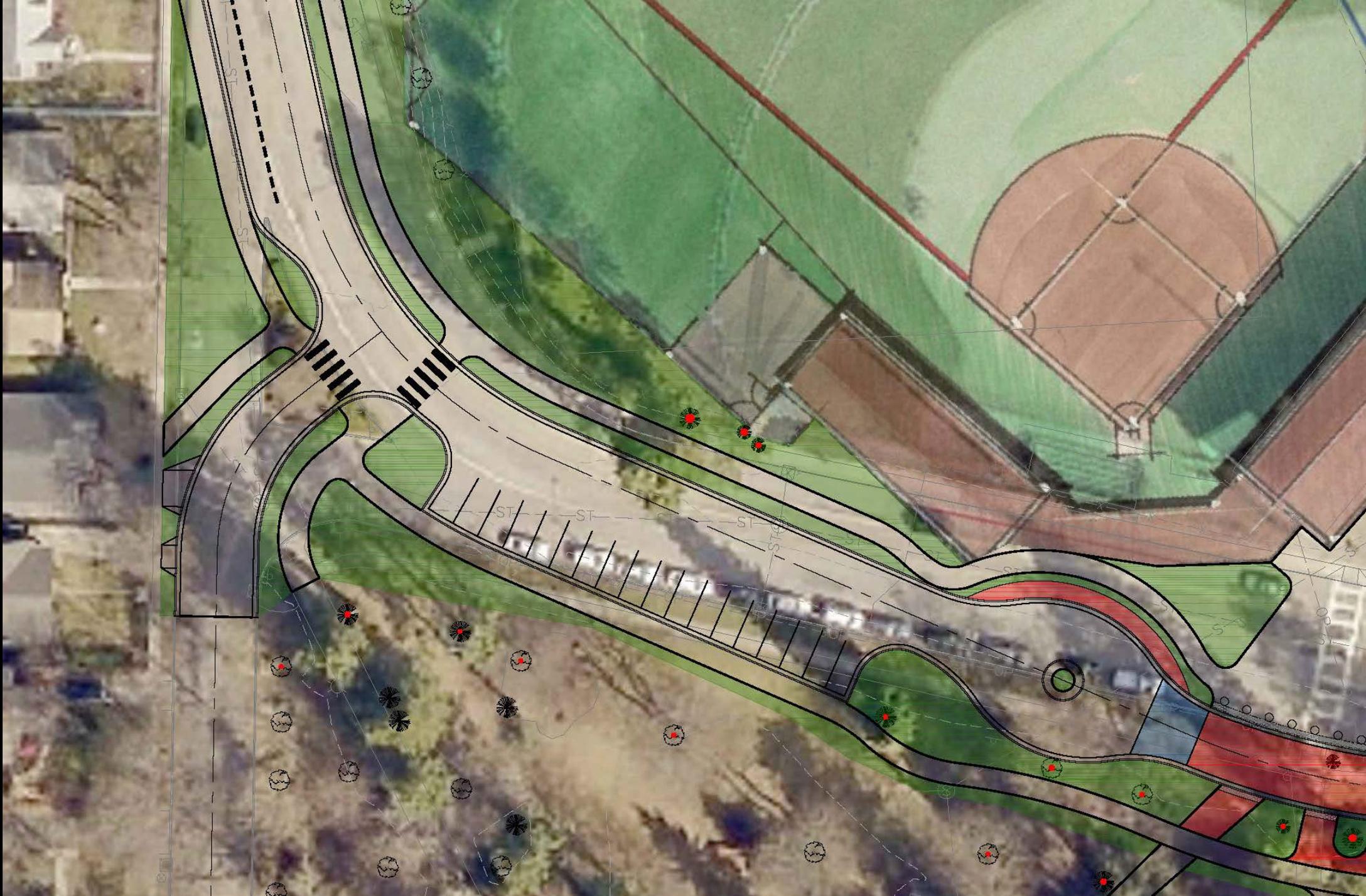
Fort Grounds
Homeowners
Association
Meeting



Fort Grounds
Homeowners
Association
Meeting



Fort Grounds
Homeowners
Association
Meeting



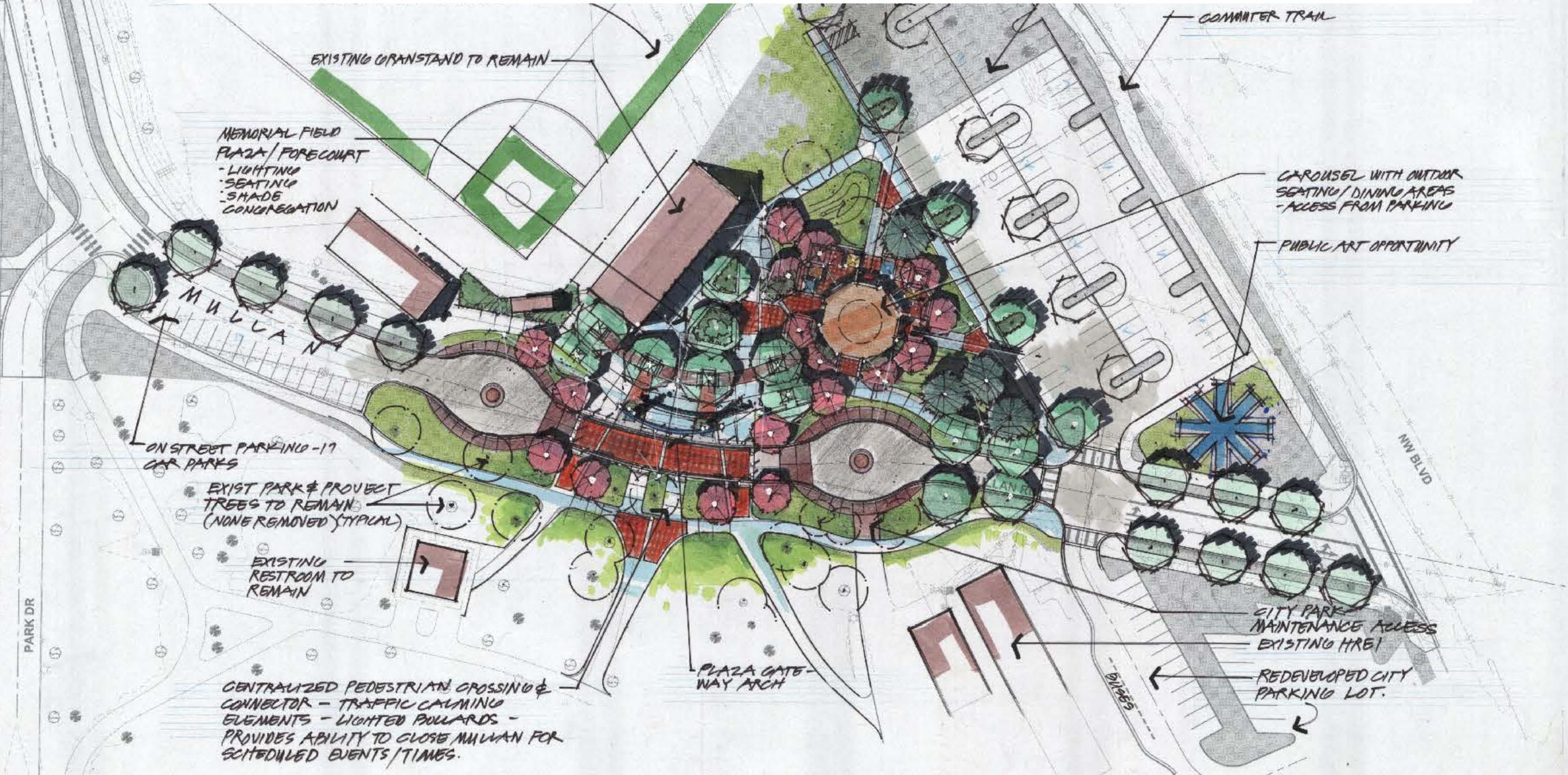
Fort Grounds
Homeowners Association
Meeting



Additional Mullan Road “Concept to Project” Criteria

1. Locate the Carousel near Memorial Field, but move it further east, respecting the City utility set back requirements.
2. Locate the Worker’s Memorial in the vicinity of N.W. Corner of the Park so Parks and Recreation and City Council can consider.
3. Include the alternate expanded Memorial Field Parking in the base project.

Mullan Road Project Concept Presented at September 21, 2015 Parks and Recreation Meeting

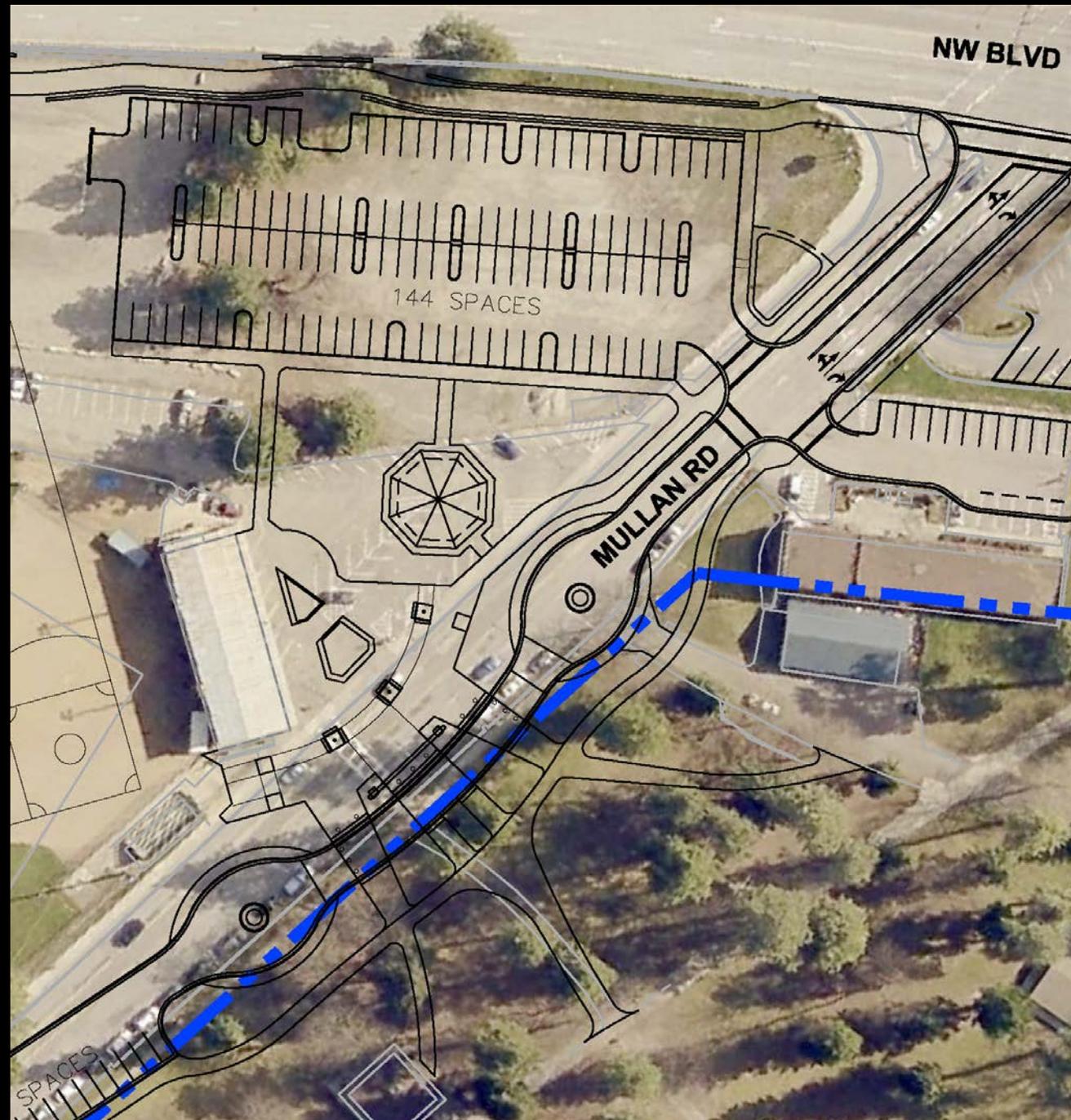




Current Mullan Road Project



Current Mullan Road Project



Current Mullan Road Project



Questions

City of Coeur d'Alene

FIRE DEPARTMENT

“City of Excellence”

Staff Report

Date: 10-14-15

From: Jim Washko, Deputy Chief

Re: Apparatus Purchasing Package – 1 Aerial, 3 Engines, 1 Wildland

DECISION POINT: To accept the bid from Rosenbauer/General Fire for the build and purchase of one (1) Aerial, three (3) Pumper/Engines and one (1) Wildland truck

HISTORY: The fire department apparatus that is in front line service is nearing and/or past its useful service life for absolute safety for the fire fighters and the citizens we serve. The new GO Bond will purchase equipment needed for the 10-15 years and allow us to continue to provide excellent service to our community.

FINANCIAL ANALYSIS: An RFP went out for the purchase of this apparatus package and we received back legitimate bid packages from 4 vendors. Each vendor participated in the information research for our apparatus committee which allowed us to make a decision based on low dollar bid. The vendor chosen was \$136,000 under our budgeted amount the other 3 vendors ranged from \$224,000 to \$629,000 over our budget amount.

PERFORMANCE ANALYSIS: We have communicated with the vendor and other departments that have purchased their product and we received positive remarks from all. What negative remarks we received were backed up with performance to correct the problem to the customer's satisfaction. A big plus is the fact that our service representative is located in Spokane, were other were in Oregon and the east coast.

DECISION POINT/RECOMMENDATION: To approve the contract with Rosenbauer/General Fire for the build and purchase of all apparatus associated with the bid for a base cost of \$3,039,407.00

RESOLUTION NO. 15-059

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO APPROVING THREE (3) AGREEMENTS FOR THE BUILD AND PURCHASE OF AN APPARATUS PACKAGE OF ONE (1) AERIAL, THREE (3) PUMPER/ENGINES, AND ONE (1) WILDLAND TRUCK FROM GENERAL FIRE APPARATUS, INC. AND/OR ROSENBAUER SOUTH DAKOTA, LLC. IN THE AMOUNT OF THREE MILLION THIRTY-NINE THOUSAND FOUR HUNDRED SEVEN DOLLAR (\$3,039,407.00).

WHEREAS, the Fire Chief of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into three (3) Build and Purchase agreements, pursuant to terms and conditions set forth in said agreements, which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into three (3) agreements for the Build and Purchase of an Apparatus Package, in substantially the forms attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements to the extent 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 20th day of October, 2015.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER ADAMS Voted _____

_____ was absent. Motion _____.



**GENERAL FIRE APPARATUS
EAST 3904 TRENT AVE. SPOKANE WA. 99202
Phone: (800) 541 4218**



City of Couer d' Alene Fire Department
710 Mullan Avenue
Couer d' Alene, Idaho 83814

We hereby propose and agree to furnish, after your acceptance of our proposal and the proper execution by City of Couer d' Alene Fire Department and an officer of General Fire Apparatus, Inc. the following apparatus and equipment:

Lake City Ford Chassis: \$39,380.00

X-Apparatus Body: \$139,576.00
If chassis is paid upon arrival at factory, in Spokane, Wa. Deduct <\$1,200.00>

All of which are to be built in accordance with the specifications and exceptions attached, and which are made a part of this agreement and contract, to deliver same in 295 calendar days with the chassis arrival in 150 days after execution of this contract, subject to all causes beyond our control;

Total Contract as per specifications: \$178,956.00

Respectfully submitted,

We agree to accept the above proposal
and enter into contract with signature below.

Dealer: General Fire Apparatus Inc.

City of Couer d' Alene Fire Department

X  Title: Sals

X _____ Title: _____

X _____ Title: _____

Date: 9/17/2015

Date: _____

To: CITY OF COUER D' ALENE FIRE DEPARTMENT
710 MULLAN AVENUE
COUER D' ALENE, IDAHO 83814

DATE: 9/17/2015

We hereby propose and agree to furnish, after your acceptance of this proposal and the proper execution by the CITY OF COUER D' ALENE FIRE DEPARTMENT, hereinafter called the BUYER and an officer of General Fire Apparatus, Inc. and/or Rosenbauer South Dakota, LLC, hereinafter called the COMPANY, the following apparatus and equipment:

ROSENBAUER PUMPER APPARATUS BODY MANUFACTURED BY ROSENBAUER SOUTH DAKOTA, LLC AND SPECIFIED EQUIPMENT	\$270,430.00
ROSENBAUER COMMANDER CHASSIS	\$341,833.00
TOTAL EACH...	\$612,263.00*
	X 3 UNITS
TOTAL FOR 3 UNITS ...	\$1,836,789.00

ONE MILLION EIGHT HUNDRED THIRTY SIX THOUSAND SEVEN HUNDRED EIGHTY NINE DOLLARS

All of which are to be built in accordance with the specifications, clarifications and exceptions attached, and which are made a part of this agreement and contract.

DELIVERY: The estimated delivery time for the completed apparatus, is to be made 325 days after receipt of and approval of this contract duly executed, subject to all causes beyond the Company's control. The quoted delivery time is based upon our receipt of the specified materials required to produce the apparatus in a timely manner. The Company cannot be held responsible for delays due to Acts of God, Labor Strikes, or Changes in Governmental Regulations that result in delayed delivery to our manufacturing facilities of these specified materials. This delivery estimate is based on the Company receiving complete and accurate paperwork from the Buyer and that no changes take place during pre-construction, mid-point inspections or final inspections. Changes required or requested by the Buyer during the construction process may be cause for an increase in the number of days required to build said apparatus.

PAYMENT TERMS: Final payment for the apparatus shall be made at time of delivery or pick up of the completed vehicle. It is the responsibility of the Buyer to have full payment ready when the apparatus is complete and ready to deliver. If payment is delayed or delivery is delayed pending payment, a daily finance and storage fee may apply. Upon delivery of the apparatus or upon pickup of the apparatus by the Buyer, Buyer agrees to provide all liability and physical damage insurance. It is further agreed that if on delivery and test, any defects should develop, the Company shall be given reasonable time to correct same. Guarantee of the chassis is subject to the guarantee of the chassis manufacturer.

MISCELLANEOUS PROVISIONS: This agreement shall be construed in accordance with the laws of the State of South Dakota. The parties agree that any litigation arising from or in connection with any dispute between the parties under this agreement shall be venued in South Dakota. The parties agree that this agreement bears a rational relationship to the State of South Dakota, and they consent to the personal jurisdiction of such state and further consent and stipulate to venue in the above described court.

***NOTE: 1.) IF EACH CHASSIS IS PAID FOR UPON ARRIVAL AT APPARATUS PLANT, DEDUCT \$10,000.00 OR \$30,000.00 TOTAL**

The amount in this proposal shall remain firm for a period of 30 days from the date of same.

Respectfully submitted,

DEALER: GENERAL FIRE APPARATUS, INC.

SALES REP: 
BRENDEN FEIST

BUYER:

We accept the above proposal and enter into contract with signature below.

Title

Title

Date

After company receipt of this document signed by the Buyer, the document will be reviewed and upon approval, countersigned by General Fire Apparatus, Inc. and/or Rosenbauer South Dakota, LLC thereby putting the document in force.

Title

Date

www.rosenbaueramerica.com

info@rosenbaueramerica.com

ROSENBAUER SOUTH DAKOTA, LLC.
100 THIRD STREET
P.O. BOX 57
LYONS, SOUTH DAKOTA 57041
P: 605.543.5591

ROSENBAUER MINNESOTA, LLC.
5181 260TH STREET
P.O. BOX 549
WYOMING, MINNESOTA 55092
P: 651.462.1000

ROSENBAUER MOTORS, LLC.
5190 260TH STREET
P.O. BOX 549
WYOMING, MINNESOTA 55092
P: 651.462.1000

ROSENBAUER AERIALS, LLC.
870 SOUTH BROAD STREET
FREMONT, NEBRASKA 68025
P: 402.721.7622

To: CITY OF COUER D' ALENE FIRE DEPARTMENT
710 MULLAN AVENUE
COUER D' ALENE, IDAHO 83814

DATE: 9/17/2015

We hereby propose and agree to furnish, after your acceptance of this proposal and the proper execution by the CITY OF COUER D' ALENE FIRE DEPARTMENT, hereinafter called the BUYER and an officer of General Fire Apparatus, Inc. and/or Rosenbauer South Dakota, LLC hereinafter called the COMPANY, the following apparatus and equipment:

ROSENBAUER AERIAL APPARATUS BODY MANUFACTURED BY ROSENBAUER SOUTH DAKOTA, LLC AND SPECIFIED EQUIPMENT	\$369,475.00
ROSENBAUER COMMANDER CHASSIS	\$314,066.00
ROSENBAUER AERIAL	<u>\$340,121.00</u>
TOTAL ...	\$1,023,662.00*

ONE MILLION, TWENTY-THREE THOUSAND, SIX- HUNDRED SIXTY-TWO DOLLARS

All of which are to be built in accordance with the specifications, clarifications and exceptions attached, and which are made a part of this agreement and contract.

DELIVERY: The estimated delivery time for the completed apparatus, is to be made 365 days after receipt of and approval of this contract duly executed, subject to all causes beyond the Company's control. The quoted delivery time is based upon our receipt of the specified materials required to produce the apparatus in a timely manner. The Company cannot be held responsible for delays due to Acts of God, Labor Strikes, or Changes in Governmental Regulations that result in delayed delivery to our manufacturing facilities of these specified materials. This delivery estimate is based on the Company receiving complete and accurate paperwork from the Buyer and that no changes take place during pre-construction, mid-point inspections or final inspections. Changes required or requested by the Buyer during the construction process may be cause for an increase in the number of days required to build said apparatus.

PAYMENT TERMS: Final payment for the apparatus shall be made at time of delivery or pick up of the completed vehicle. It is the responsibility of the Buyer to have full payment ready when the apparatus is complete and ready to deliver. If payment is delayed or delivery is delayed pending payment, a daily finance and storage fee may apply. Upon delivery of the apparatus or upon pickup of the apparatus by the Buyer, Buyer agrees to provide all liability and physical damage insurance. It is further agreed that if on delivery and test, any defects should develop, the Company shall be given reasonable time to correct same. Guarantee of the chassis is subject to the guarantee of the chassis manufacturer.

MISCELLANEOUS PROVISIONS: This agreement shall be construed in accordance with the laws of the State of South Dakota. The parties agree that any litigation arising from or in connection with any dispute between the parties under this agreement shall be venued in South Dakota. The parties agree that this agreement bears a rational relationship to the State of South Dakota, and they consent to the personal jurisdiction of such state and further consent and stipulate to venue in the above described court.

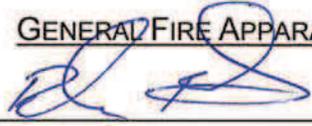
***NOTE: IF CHASSIS IS PAID FOR UPON ARRIVAL AT APPARATUS PLANT, DEDUCT \$12,000.00.**

***NOTE: IF AERIAL IS PAID FOR UPON ARRIVAL AT APPARATUS PLANT, DEDUCT \$6,000.00.**

The amount in this proposal shall remain firm for a period of 30 days from the date of same.

Respectfully submitted,

DEALER: GENERAL FIRE APPARATUS, LLC

SALES REP: 
BRENDEN FEIST

BUYER:

We accept the above proposal and enter into contract with signature below.

_____ Title _____

_____ Title _____

_____ Date _____

After company receipt of this document signed by the Buyer, the document will be reviewed and upon approval, countersigned by General Fire Apparatus, Inc. and/or Rosenbauer South Dakota, LLC thereby putting the document in force.

_____ Title _____

_____ Date _____

INITIALS  _____

**CITY COUNCIL
STAFF REPORT**

DATE: October 20, 2015

FROM: Mike Gridley, City Attorney

SUBJECT: Lilac Glenn Annexation Agreement

DECISION POINT:

Approve the annexation agreement with Larry Fluet Revocable Trust for the annexation of the area commonly known as Lilac Glen.

HISTORY:

On September 2, 2014 the City Council approved the annexation of the area known as Lilac Glen contingent on the negotiation of an annexation agreement. Completion of an annexation agreement was delayed by changes in the owner's engineering team. However, the agreement is now completed and ready for council review.

FINANCIAL ANALYSIS:

In the Annexation Agreement, the applicant agrees to pay the full \$4,500.00 annexation fee as required by the annexation fee policy (adopted pursuant to Resolution 98-112) as well as paying \$250 to reimburse staff time in drafting the agreement.

PERFORMANCE ANALYSIS:

The Annexation Agreement has been reviewed by the relevant City Departments and the issues important to each Department have been addressed in the agreement.

QUALITY OF LIFE ANALYSIS:

The proposed Annexation Agreement is drafted to provide for the immediate use and/or development of the property by establishing the standards that must be met by the development.

DECISION POINT/RECOMMENDATION:

Approve the annexation agreement with Larry Fluet Revocable Trust for the annexation of the area commonly known as Lilac Glen.

**COEUR D'ALENE CITY COUNCIL
FINDINGS AND ORDER**

A. INTRODUCTION

This matter having come before the City Council on September 2, 2014, and there being present a person requesting approval of ITEM: ZC-1-14 , A request for a zone change from R-3 Hillside (Residential at 3 units/acre) to a mix of R-3, R-8, and R-17 (Residential at 3, 8, & 17 units/acre) zoning districts

APPLICANT: LARRY FLUET REVOCABLE TRUST

LOCATION: +/- 13.03 ACRE PARCEL BETWEEN PENNSYLVANIA AVENUE, FERNAN HILL ROAD, LILAC LANE AND INTERSTATE-90

B. FINDINGS: JUSTIFICATION FOR THE DECISION/CRITERIA, STANDARDS AND FACTS RELIED UPON

(The City Council may adopt Items B1-through7.)

- B1. That the existing land uses are residential- single-family and vacant land.
- B2. That the Comprehensive Plan Map designation is Cherry Hill-Stable Established & Fernan Hill Bench – Transition.
- B3. That the zoning is R-3 Hillside (Residential at 3 units/acre).
- B4. That the notice of public hearing was published on ,August 16, 2014 , which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on, August 18, 2014, which fulfills the proper legal requirement.
- B6. That 50 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on August 15, 2014.
- B7. That public testimony was heard on September 2, 2014.

Sean Holm, City Planner.

Planner Holm presented the staff report. Mr. Holm indicated that this proposal contained multiple requests including a 3.51 acre request for zoning(R-3 and R-8) in conjunction with annexation, a 9.52 acre request for a zone change from R-3 to a mix of R-3, R-8 and R-17, a 13 acre PUD and a minimal care special use permit with the commission setting the maximum number of beds. Mr. Holm reviewed the Comprehensive Plan considerations for the property indicating that the property is within two planning areas; the Cherry Hill (stable established) and Fernan Hill Bench (transition) planning areas. He noted the Plan for both Cherry Hill and Fernan Hill Bench anticipates typically single family development with densities up to 3 units per acre where appropriate but also encourages cluster development to preserve open space and views and vistas. He noted that for the residential areas the density is approximately 2 units per acre and explained that for the minimal care facility the applicant is seeking approval for 70 beds. He also indicated that the property falls within the Hillside overlay zone, as such development of any lot with slopes exceeding 15% will need to comply with the overlay rules. He stated that there is a floodway across the northern portion of

the property that must be managed as part of the development. He indicated that the land uses in the area is a mix of single family and multi-family. Concerning the PUD, he testified that the request is for a public street profile that includes a 50 right of way with a 28 foot paved travel lane and a 10 foot pedestrian/bike path on one side, reduced setbacks on the lots on Fernan Hill Road to mirror the existing homes in the area, reduced setbacks for the minimal care facilities, an increase in allowable height for the minimal care facilities from 45 to 50 feet, removal of the buffer yards because the slope of the property separates the uses, and a request to remove one lot from the hillside overlay because the property has already been developed with a home. He noted that the applicant was providing approximately 11% of the site as usable open space and an additional 1.9 acres of open space that is wooded and steeper, which will remain in a natural state.

Warren Wilson, Deputy City Attorney.

Mr. Wilson indicated that through a PUD the applicant can amend requirements in the hillside overlay. He indicated that the minimal care use is the same as what is thought of as assisted living facilities. Concerning the number of beds in the minimal care facility, he indicated that the number should be determined based on the impacts created by the use on the surrounding properties.

Gordon Dobler, City Engineer.

Mr. Dobler explained that a private sewer is maintained by an owner's association while public sewer is maintained by the City. He noted that there are several similar systems in the City and they have not been a problem for the City. Concerning the floodway, Mr. Dobler stated that the applicant would need to construct a bridge or culvert that will allow a 100 year flood to pass under the road. He testified that the lots on Fernan Hill Road will need to get approval of their access points from East Side Highway District. He testified that Lilac Lane will be a public road improved to public standards. Regarding traffic, Mr. Dobler testified that he would anticipate that a R-3 subdivision would likely generate nominally more traffic than the 72 trips per day anticipated from the proposed development and that the traffic generated by this development will not have an adverse impact on surrounding neighborhoods.

Dick Stauffer, Applicant's Representative.

Mr. Stauffer made a presentation showing how the development fits into the context of the area. He indicated that the proposed project is an infill project that will include 2 assisted living structures, 7 duplex lots, three single family residential lots on Fernan Hill Road and the retention of 3 existing single family residences. He stated that one of the goals of the development is to maintain as many trees on the property that will provide a buffer to the homes above this development and that close to 25% of the site is left as open space. Concerning the assisted living facilities, he testified that the parking would be provided under the buildings and the requested number of beds in the facilities is based on the number of parking stalls that they can fit in that space. He testified that the property presents challenges for developing a single family development including proximity to the freeway, topography, drainage, and access. He commented that he lives in this area and feels that this project, if approved, will be a win/win for the city and the community. Regarding the request for additional height, he testified that even with the additional height the buildings will be below the sight lines of the properties up the hill on Fernan Hill Road and it will allow them to add architectural details that make the buildings more interesting. Mr. Stauffer indicated that the applicant has reviewed all of the proposed conditions contained in the staff report and they agree with those conditions. Mr. Stauffer explained that an 8 -12" water main (depending on required fire flows) connecting existing 8" city lines at 20th and Pennsylvania Avenue all the way through to Sherman Avenue, which will help water pressure for existing residences. Additionally, this proposal will create an additional road access point and extend sewer service to three existing residences.

Norm Gissel.

Mr. Gissel testified that he lives on Fernan Hill Road and is opposed to the request. He explained that he is not against development of the property and feels that this is a better design for this piece of property that was presented in the past however, he testified that the homes on Fernan Hill Road are single family and he believes that allowing multi-family homes will allow the encroachment of

multi-family uses on Fernan Hill Road. Mr. Gissel also testified that the staff report says that there is insufficient water and wastewater to service the development. As such additional infrastructure will need to be constructed to serve the development. Finally, he testified that the creek across the property has a significant flow.

Charleda Foss.

Ms. Foss stated she is one of the original homeowners who live on Lilac Lane and is in favor of this request. She stated that when the freeway and Lake Villa Apartments were constructed they did not have a choice about those projects, so she is not sympathetic to Mr. Gissel's concerns.

Maralee Foss.

Ms. Foss stated that she has lived on Lilac Lane with her sister and mother since before the freeway was built. She testified that this project is a perfect fit for the area.

Armando Hurtado.

Mr. Hurtado testified that he agrees with the previous testimony from Mr. Gissel and is concerned with the additional traffic this project will generate if approved and the grade of Fernan Hill Road where the homes will be located. He indicated that the traffic on the intersection of Pennsylvania Ave and 23rd Street is bad.

Shelli Hurtado.

Ms. Hurtado testified that she is not against any development on this property, but feels a single family subdivision would be a better fit for the area. She testified that she feels that maybe 30 homes could be built. Ms. Hurtado also testified that there seems to be a lot of assisted living facilities within a 5 mile radius.

Dan Jacobson.

Mr. Jacobson testified that he is concerned with traffic and safety for the children. He stated in the winter he has had many cars miss the turn at Pennsylvania and 23rd. and land in his yard and has concerns about how the development will be served by sewer.

John Runge.

Mr. Runge questioned whether his driveway would be relocated since it is close to Lilac Lane and is concerned with the accidents happening near his home.

Ben Glass.

Mr. Glass testified that what happens to this property is a concern for this area and he is concerned with traffic and having new rental properties in the area. He testified that he would like a nice single family development.

Troy Murphy.

Mr. Murphy testified that traffic is an issue on both Pennsylvania and Boyd and he believes that building rental properties will lower property values.

Linda Fillos.

Ms. Fillos testified that the annexation makes sense but she believes there is traffic concerns and is opposed to the houses on Fernan Hill because of the design of the driveways and the potential for slides. She testified that she is not opposed to the assisted living use because the property is not a good fit for single family development.

Carmela Hameland.

Ms. Hameland testified that traffic is a problem in this area as are accidents, which may make it difficult for emergency services to get to the assisted living facilities.

George Ciccone.

Mr. Ciccone testified that he is neutral on the proposal but wants to know who will own the assisted facilities and whether they will be licensed and what types of clients they will be serving.

B8. That this proposal **is** in conformance with the Comprehensive Plan policies as follows:

The property sits partially in the Cherry Hill and Fernan Hill Bench land use areas. Both land use areas anticipate up to 3 units per acre where site access is gained without significant disturbance, the terrain is relatively flat, natural landforms permit and where development will not impact views and vistas. In this instance the density of the residential units is approximately 2 units per acre with a civic use (assisted living facility) that City code does not measure by density. We find Mr. Stauffer's presentation persuasive that in this location the density proposed by this development is appropriate. We reach this conclusion because the views from the freeway and from Fernan Bench Road are not impacted. Additionally, access to the site can be obtained by construction of a bridge/culvert, which will not create significant site disturbance and will allow for a public through street that will help diffuse traffic. Further, Mr. Stauffer's presentation demonstrated that the building pads are relatively flat and that the site layout works around the natural landforms and preserves the steep areas of the site as open space. We also find persuasive Gordon Dobler's testimony that this development will not generate any more traffic than a R-3 residential subdivision in this area. So, even if the assisted living facility were included in density, the impacts are essentially the same.

Finally, both land use areas encourage clustering of development in order to preserve open space and views and vistas. Here the development is clustered in areas that are relatively flat and are on the lower areas of the property, which allowed for the development to allow for approximately 25% of the site to be preserved as open space and also largely preserves the views and vistas from both Fernan Bench Road and the freeway as demonstrated in Mr. Stauffer's presentation. Given the above, we find that this proposal conforms with the Comprehensive Plan.

B9. That public facilities and utilities **are** available and adequate for the proposed use.

We find that, based on the staff report and the testimony from Gordon Dobler, that the public facilities and utilities will be available and adequate for the proposed use. The staff report does indicate that the developer will need to extend public water and that a private wastewater collection system will collect wastewater prior to discharging into the public sewer and we are adopting these requirements as a condition of approval for the project (contained in the PUD and Subdivision findings). While there was some testimony suggesting that this was not adequate, that testimony appears to have been based on a misreading of the staff report. Further Gordon Dobler testified that having a private collection system of this nature is not unique in the City. Finally, the staff report and Gordon Dobler's testimony indicated that any traffic from this development will be adequately handled by the existing street network. As such, we find that this approval criteria is satisfied.

B10. That the physical characteristics of the site **do** make it suitable for the request at this time.

The property involved in this application has a stream as well as a significant change in elevation from bottom to top. However, as noted above, the applicant has designed the site to mitigate these concerns by clustering development in areas where the topography is relatively flat and by bridging the stream. Given that, we find that the physical

characteristics of the site are suitable for this request based on the staff report and the testimony from Mr. Stauffer and Gordon Dobler.

- B11. That the proposal **would not** adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, **or** existing land uses because

As noted above, the staff report and the testimony of Gordon Dobler demonstrate that the surrounding neighborhood will not be adversely affected by traffic. With regard to neighborhood character and land uses, the staff report demonstrates that the area is a mix of single and multi-family residential. As such, the proposed uses are consistent with the surrounding area. Further, the topography of the site will largely mitigate impacts on surrounding areas as the site is essentially isolated by the freeway and the hillside from surrounding areas. As such, we find this approval criteria satisfied.

C. ORDER: CONCLUSION AND DECISION

The City Council, pursuant to the aforementioned, finds that the request of **LARRY FLUET** for a zone change, as described in the application should be approved.

Special conditions applied are as follows:

Motion by Miller, seconded by Adams, to adopt the foregoing Findings and Order.

ROLL CALL:

Council Member Gookin	Voted No
Council Member Edinger	Voted Yes
Council Member Evans	Voted Yes
Council Member Adams	Voted Yes
Council Member Miller	Voted Yes

Council Member(s) McEvers was absent.

Motion to approve carried by a 4 to 1 vote.

MAYOR STEVE WIDMYER

ORDINANCE NO. _____
COUNCIL BILL NO. 15-1021

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM R-3 HILLSIDE (RESIDENTIAL AT 3 UNITS/ACRE) TO MIX OF R-3, R-8, AND R-17 (RESIDENTIAL AT 3, 8, & 17 UNITS/ACRE), SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: A +/- 9.52 ACRE PARCEL BETWEEN PENNSYLVANIA AVENUE, FERNAN HILL ROAD, LILAC LANE AND INTERSTATE I-90; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after public hearing on the hereinafter provided amendments, and after recommendation by the Planning Commission, it is deemed by the Mayor and City Council to be for the best interests of the City of Coeur d'Alene, Idaho, that said amendments be adopted; NOW, THEREFORE,

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

SECTION 1. That the above described property, which property is fully described in Exhibit "1", attached hereto and incorporated herein is hereby changed and rezoned from R-3 Hillside (Residential at 3 units/acre) to mix of R-3, R-8, and R-17 (Residential at 3, 8, & 17 units/acre).

SECTION 2. That the Zoning Act of the City of Coeur d'Alene, known as Ordinance No. 1691, Ordinances of the City of Coeur d'Alene, is hereby amended as set forth in Section 1 hereof.

SECTION 3. That the Planning Director is hereby instructed to make such change and amendment on the three (3) official Zoning Maps of the City of Coeur d'Alene.

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

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

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on October 20th, 2015.

APPROVED this 20th day of October 2015.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____

Zone Change – ZC-1-14

Lila Glen

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM R-3 HILLSIDE (RESIDENTIAL AT 3 UNITS/ACRE) TO MIX OF R-3, R-8, AND R-17 (RESIDENTIAL AT 3, 8, & 17 UNITS/ACRE), SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: A +/- 9.52 ACRE PARCEL BETWEEN PENNSYLVANIA AVENUE, FERNAN HILL ROAD, LILAC LANE AND INTERSTATE I-90; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Michael C. Gridley, am the City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Zone Change – ZC-1-14 - Lila Glen, 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 20th day of October, 2015.

Michael C. Gridley, City Attorney

EXHIBIT "1"

LEGAL DESCRIPTION
PARCEL 1

A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 50 NORTH, RANGE 3 WEST, BOISE MERIDIAN CITY OF COEUR D'ALENE, KOOTENAI COUNTY IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER QUARTER CORNER OF SAID SECTION 18 FROM WHICH THE SOUTH QUARTER OF SAID SECTION 18 BEARS S00°48'00"E, A DISTANCE OF 2683.50 FEET AS SHOWN ON THAT RECORD OF SURVEY RECORDED AT BOOK 27, PAGE 140 KOOTENAI COUNTY RECORDS;
THENCE S00°48'00"E ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 18, A DISTANCE OF 33.30 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF PENNSYLVANIA AVENUE AND THE **TRUE POINT OF BEGINNING** OF THE HEREIN DESCRIBED PARCEL OF LAND;
THENCE S00°48'00"E CONTINUING ALONG SAID WEST LINE, A DISTANCE OF 174.61 FEET TO THE INTERSECTION WITH THE NORTHEAST RIGHT-OF-WAY LINE OF INTERSTATE 90;
THENCE S33°50'18"E ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 684.55 FEET;
THENCE 173.59 FEET, CONTINUING ALONG SAID RIGHT-OF-WAY LINE BEING A CURVE TO THE RIGHT WITH A RADIUS OF 1433.20 FEET, A CENTRAL ANGLE OF 6°56'23" AND A CHORD BEARING S30°22'06"E, A DISTANCE OF 173.48 FEET;
THENCE S26°55'43"E CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 124.80 FEET;
THENCE N47°58'54"E, A DISTANCE OF 74.38 FEET TO A POINT ON THE WEST LINE OF SAID LOT 4, FOSS ADDITION;
THENCE N11°54'24"E ALONG SAID WEST LINE, A DISTANCE OF 25.57;
THENCE 300.08 FEET ALONG A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 408.31 FEET, A CENTRAL ANGLE OF 42°06'32" AND A CHORD BEARING N11°43'24"W, A DISTANCE OF 293.37 FEET;
THENCE N89°34'18"E, A DISTANCE OF 131.00 FEET;
THENCE N00°51'05"W ALONG THE WEST LINE OF PARCELS DESCRIBED IN INSTRUMENT NO.'S 2196119 AND 2310003, A DISTANCE OF 391.80 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF FERNAN HILL ROAD;
THENCE N43°46'29"W ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 48.04 FEET;
THENCE 224.13 FEET ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE BEING A CURVE TO THE RIGHT WITH A RADIUS OF 248.81 FEET, A CENTRAL ANGLE OF 51°36'46" AND A CHORD BEARING N17°58'04"W, A DISTANCE OF 216.63 FEET;
THENCE N07°50'21"E ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 50.19 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 18;
THENCE S89°12'04"W ALONG SAID NORTH LINE, A DISTANCE OF 536.25 FEET TO THE WEST RIGHT-OF-WAY LINE OF 23RD STREET;
THENCE S00°48'00"E ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 33.30 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF PENNSYLVANIA AVENUE;
THENCE S89°12'04"W ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 25.00 FEET TO THE **TRUE POINT OF BEGINNING** OF THE HEREIN DESCRIBED PARCEL OF LAND.

PARCEL CONTAINS 9.192 ACRES MORE OR LESS

END OF DESCRIPTION.

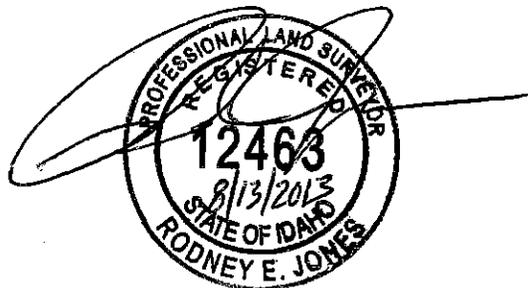


EXHIBIT "1"

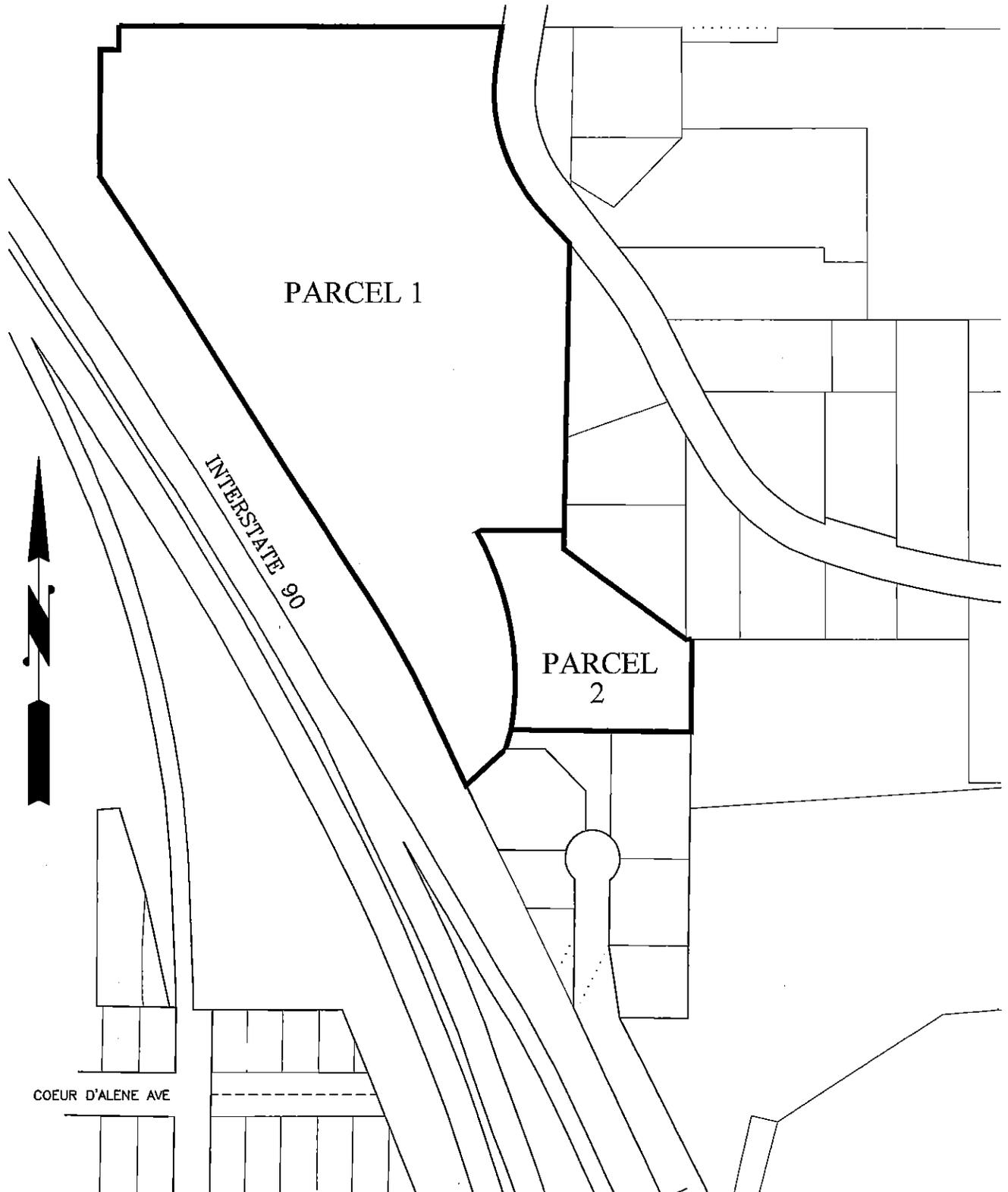
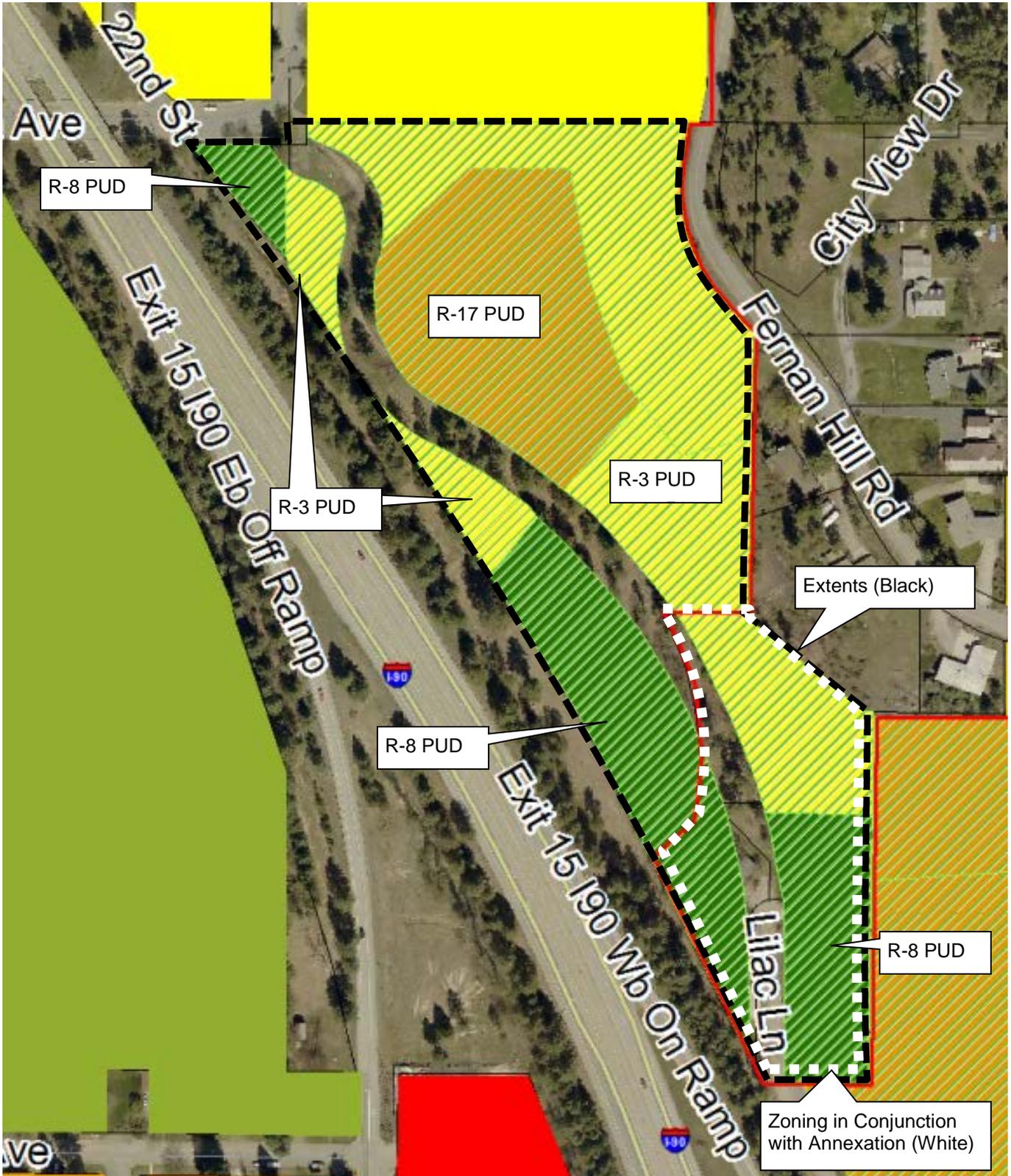


EXHIBIT "1"



**COEUR D'ALENE CITY COUNCIL
FINDINGS AND ORDER**

A. INTRODUCTION

This matter having come before the City Council on, September 2, 2014, and there being present a person requesting approval of ITEM A-4-14, a request for zoning in conjunction with annexation from County Agricultural-Suburban to City R-3 and R-8.

APPLICANT: LARRY FLUET REVOCABLE TRUST

LOCATION: +/- 13.03 ACRE PARCEL BETWEEN PENNSYLVANIA AVENUE, FERNAN HILL ROAD, LILAC LANE AND INTERSTATE-90

B. FINDINGS: JUSTIFICATION FOR THE DECISION/CRITERIA, STANDARDS AND FACTS RELIED UPON

- B1. That the existing land uses are residential- single-family and vacant land.
- B2. That the Comprehensive Plan Map designation is Cherry Hill-Stable Established & Fernan Hill Bench – Transition.
- B3. That the zoning is County Agricultural Suburban.
- B4. That the notice of public hearing was published on, August 16, 2014, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was not required to be posted, which fulfills the proper legal requirement.
- B6. That 50 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on August 15, 2014.
- B7. That public testimony was heard on September 2, 2014.

Sean Holm, City Planner.

Planner Holm presented the staff report. Mr. Holm indicated that this proposal contained multiple requests including a 3.51 acre request for zoning(R-3 and R-8) in conjunction with annexation, a 9.52 acre request for a zone change from R-3 to a mix of R-3, R-8 and R-17, a 13 acre PUD and a minimal care special use permit with the commission setting the maximum number of beds. Mr. Holm reviewed the Comprehensive Plan considerations for the property indicating that the property is within two planning areas; the Cherry Hill (stable established) and Fernan Hill Bench (transition) planning areas. He noted the Plan for both Cherry Hill and Fernan Hill Bench anticipates typically single family development with densities up to 3 units per acre where appropriate but also encourages cluster development to preserve open space and views and vistas. He noted that for the residential areas the density is approximately 2 units per acre and explained that for the minimal care facility the applicant is seeking approval for 70 beds. He also indicated that the property falls within the Hillside overlay zone, as such development of any lot with slopes exceeding 15% will need to comply with the overlay rules. He stated that there is a floodway across the northern portion of the property that must be managed as part

of the development. He indicated that the land uses in the area is a mix of single family and multi-family. Concerning the PUD, he testified that the request is for a public street profile that includes a 50 right of way with a 28 foot paved travel lane and a 10 foot pedestrian/bike path on one side, reduced setbacks on the lots on Fernan Hill Road to mirror the existing homes in the area, reduced setbacks for the minimal care facilities, an increase in allowable height for the minimal care facilities from 45 to 50 feet, removal of the buffer yards because the slope of the property separates the uses, and a request to remove one lot from the hillside overlay because the property has already been developed with a home. He noted that the applicant was providing approximately 11% of the site as usable open space and an additional 1.9 acres of open space that is wooded and steeper, which will remain in a natural state.

Warren Wilson, Deputy City Attorney.

Mr. Wilson indicated that through a PUD the applicant can amend requirements in the hillside overlay. He indicated that the minimal care use is the same as what is thought of as assisted living facilities. Concerning the number of beds in the minimal care facility, he indicated that the number should be determined based on the impacts created by the use on the surrounding properties.

Gordon Dobler, City Engineer.

Mr. Dobler explained that a private sewer is maintained by an owner's association while public sewer is maintained by the City. He noted that there are several similar systems in the City and they have not been a problem for the City. Concerning the floodway, Mr. Dobler stated that the applicant would need to construct a bridge or culvert that will allow a 100 year flood to pass under the road. He testified that the lots on Fernan Hill Road will need to get approval of their access points from East Side Highway District. He testified that Lilac Lane will be a public road improved to public standards. Regarding traffic, Mr. Dobler testified that he would anticipate that a R-3 subdivision would likely generate nominally more traffic than the 72 trips per day anticipated from the proposed development and that the traffic generated by this development will not have an adverse impact on surrounding neighborhoods.

Dick Stauffer, Applicant's Representative.

Mr. Stauffer made a presentation showing how the development fits into the context of the area. He indicated that the proposed project is an infill project that will include 2 assisted living structures, 7 duplex lots, three single family residential lots on Fernan Hill Road and the retention of 3 existing single family residences. He stated that one of the goals of the development is to maintain as many trees on the property that will provide a buffer to the homes above this development and that close to 25% of the site is left as open space. Concerning the assisted living facilities, he testified that the parking would be provided under the buildings and the requested number of beds in the facilities is based on the number of parking stalls that they can fit in that space. He testified that the property presents challenges for developing a single family development including proximity to the freeway, topography, drainage, and access. He commented that he lives in this area and feels that this project, if approved, will be a win/win for the city and the community. Regarding the request for additional height, he testified that even with the additional height the buildings will be below the sight lines of the properties up the hill on Fernan Hill Road and it will allow them to add architectural details that make the buildings more interesting. Mr. Stauffer indicated that the applicant has reviewed all of the proposed conditions contained in the staff report and they agree with those conditions. Mr. Stauffer explained that an 8 -12" water main (depending on required fire flows) connecting existing 8" city lines at 20th and Pennsylvania Avenue all the way through to Sherman Avenue, which will help water pressure for existing residences. Additionally, this proposal will create an additional road access point and extend sewer service to three existing residences.

Norm Gissel.

Mr. Gissel testified that he lives on Fernan Hill Road and is opposed to the request. He explained that he is not against development of the property and feels that this is a better design for this piece of property that was presented in the past however, he testified that the homes on Fernan Hill Road are single family and he believes that allowing multi-family homes will allow the encroachment of multi-family uses on Fernan Hill Road. Mr. Gissel also testified that the staff report says that there is insufficient

water and wastewater to service the development. As such additional infrastructure will need to be constructed to serve the development. Finally, he testified that the creek across the property has a significant flow.

Charleda Foss.

Ms. Foss stated she is one of the original homeowners who live on Lilac Lane and is in favor of this request. She stated that when the freeway and Lake Villa Apartments were constructed they did not have a choice about those projects, so she is not sympathetic to Mr. Gissel's concerns.

Maralee Foss.

Ms. Foss stated that she has lived on Lilac Lane with her sister and mother since before the freeway was built. She testified that this project is a perfect fit for the area.

Armando Hurtado.

Mr. Hurtado testified that he agrees with the previous testimony from Mr. Gissel and is concerned with the additional traffic this project will generate if approved and the grade of Fernan Hill Road where the homes will be located. He indicated that the traffic on the intersection of Pennsylvania Ave and 23rd Street is bad.

Shelli Hurtado.

Ms. Hurtado testified that she is not against any development on this property, but feels a single family subdivision would be a better fit for the area. She testified that she feels that maybe 30 homes could be built. Ms. Hurtado also testified that there seems to be a lot of assisted living facilities within a 5 mile radius.

Dan Jacobson.

Mr. Jacobson testified that he is concerned with traffic and safety for the children. He stated in the winter he has had many cars miss the turn at Pennsylvania and 23rd and land in his yard and has concerns about how the development will be served by sewer.

John Runge.

Mr. Runge questioned whether his driveway would be relocated since it is close to Lilac Lane and is concerned with the accidents happening near his home.

Ben Glass.

Mr. Glass testified that what happens to this property is a concern for this area and he is concerned with traffic and having new rental properties in the area. He testified that he would like a nice single family development.

Troy Murphy.

Mr. Murphy testified that traffic is an issue on both Pennsylvania and Boyd and he believes that building rental properties will lower property values.

Linda Fillos.

Ms. Fillos testified that the annexation makes sense but she believes there is traffic concerns and is opposed to the houses on Fernan Hill because of the design of the driveways and the potential for slides. She testified that she is not opposed to the assisted living use because the property is not a good fit for single family development.

Carmela Hameland.

Ms. Hameland testified that traffic is a problem in this area as are accidents, which may make it difficult for emergency services to get to the assisted living facilities.

George Ciccone.

Mr. Ciccone testified that he is neutral on the proposal but wants to know who will own the assisted facilities and whether they will be licensed and what types of clients they will be serving.

B8. That this proposal **is** in conformance with the Comprehensive Plan policies as follows:

The property sits partially in the Cherry Hill and Fernan Hill Bench land use areas. Both land use areas anticipate up to 3 units per acre where site access is gained without significant disturbance, the terrain is relatively flat, natural landforms permit and where development will not impact views and vistas. In this instance the density of the residential units is approximately 2 units per acre with a civic use (assisted living facility) that City code does not measure by density. We find Mr. Stauffer's presentation persuasive that in this location the density proposed by this development is appropriate. We reach this conclusion because the views from the freeway and from Fernan Bench Road are not impacted. Additionally, access to the site can be obtained by construction of a bridge/culvert, which will not create significant site disturbance and will allow for a public through street that will help diffuse traffic. Further, Mr. Stauffer's presentation demonstrated that the building pads are relatively flat and that the site layout works around the natural landforms and preserves the steep areas of the site as open space. We also find persuasive Gordon Dobler's testimony that this development will not generate any more traffic than a R-3 residential subdivision in this area. So, even if the assisted living facility were included in density, the impacts are essentially the same.

Finally, both land use areas encourage clustering of development in order to preserve open space and views and vistas. Here the development is clustered in areas that are relatively flat and are on the lower areas of the property, which allowed for the development to allow for approximately 25% of the site to be preserved as open space and also largely preserves the views and vistas from both Fernan Bench Road and the freeway as demonstrated in Mr. Stauffer's presentation. Given the above, we find that this proposal conforms with the Comprehensive Plan.

B9. That public facilities and utilities **are** available and adequate for the proposed use.

We find that, based on the staff report and the testimony from Gordon Dobler, that the public facilities and utilities will be available and adequate for the proposed use. The staff report does indicate that the developer will need to extend public water and that a private wastewater collection system will collect wastewater prior to discharging into the public sewer and we are adopting these requirements as a condition of approval for the project contained in the PUD findings). While there was some testimony suggesting that this was not adequate, that testimony appears to have been based on a misreading of the staff report. Further Gordon Dobler testified that having a private collection system of this nature is not unique in the City. Finally, the staff report and Gordon Dobler's testimony indicated that any traffic from this development will be adequately handled by the existing street network. As such, we find that this approval criteria is satisfied.

B10. That the physical characteristics of the site **do** make it suitable for the request at this time.

The property involved in this application has a stream as well as a significant change in elevation from bottom to top. However, as noted above, the applicant has designed the site to mitigate these concerns by clustering development in areas where the topography is relatively flat and by bridging the stream. Given that, we find that the physical characteristics of the site are suitable for this request based on the staff report and the testimony from Mr. Stauffer and Gordon Dobler.

B11. That the proposal **would not** adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, **or** existing land uses because

As noted above, the staff report and the testimony of Gordon Dobler demonstrate that the surrounding neighborhood will not be adversely affected by traffic. With regard to neighborhood character and land uses, the staff report demonstrates that the area is a mix of single and multi-family residential. As such, the proposed uses are consistent with the surrounding area. Further, the topography of the site will largely mitigate impacts on surrounding areas as the site is essentially isolated by the freeway and the hillside from surrounding areas. As such, we find this approval criteria satisfied.

C. ORDER: CONCLUSION AND DECISION

The City Council, pursuant to the aforementioned, finds that the request of **LARRY FLUET REVOCABLE TRUST** for zoning in conjunction with annexation, as described in the application should be approved.

Motion by Miller, seconded by Evans, to adopt the foregoing Findings and Order.

ROLL CALL:

Council Member Gookin	Voted No
Council Member Edinger	Voted Yes
Council Member Evans	Voted Yes
Council Member Adams	Voted Yes
Council Member Miller	Voted Yes

Council Member(s) McEvers was absent.

Motion to approve carried by a 4 to 1 vote.

MAYOR STEVE WIDMYER

RESOLUTION NO. 15-056

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN ANNEXATION AGREEMENT WITH LARRY FLUET REVOCABLE TRUST.

WHEREAS, an annexation agreement has been negotiated between the City of Coeur d'Alene and Larry Fluet Revocable Trust, pursuant to the terms and conditions set forth in said agreement, a copy of which is attached hereto as Exhibit "1" and by this reference made a part hereof; and

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

BE IT RESOLVED, that the City enter into an Annexation Agreement with Larry Fluet Revocable Trust in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said Agreement to the extent the substantive provisions of the agreement remain intact.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and they are hereby authorized to execute such agreement on behalf of the city of Coeur d'Alene.

DATED this 20th day of October, 2015.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER ADAMS Voted _____

_____ was absent. Motion _____.

ANNEXATION AGREEMENT

THIS AGREEMENT, made and dated this 20th day of October, 2015, by and between the City of Coeur d'Alene, a municipal corporation organized pursuant to the laws of the state of Idaho, hereinafter termed the "City," and Larry Fluet Revocable Trust, with its address at 722 N. Frosty Pine Trail, Coeur d'Alene, ID 83814, hereinafter referred to as the "Owner,"

W I T N E S S E T H:

WHEREAS, the Owner owns a parcel of land adjacent to the City limits of the City, which the Owner wishes to develop, and the Owner has applied for annexation to the City, and said property to be annexed is more particularly described in Exhibit "A" attached hereto (hereinafter referred to as "the Property") and incorporated by reference into the substantive portion of this Agreement; and

WHEREAS, the Mayor and City Council of the City have determined that it would be in the best interests of the City and the citizens thereof to annex the Property subject to the Owner performing the conditions hereinafter set forth; NOW, THEREFORE,

IN CONSIDERATION of the covenants and conditions set forth herein, the parties agree as follows:

ARTICLE I: LEGAL DESCRIPTION

1.1. Legal description: The Property to be annexed is approximately 3.51 acres and is located between Interstate 90 and the Lake Villa PUD at the end of Lilac Lane and is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

ARTICLE II: STANDARDS

2.1. Applicable standards: The Owner agrees that all laws, standards, policies and procedures regarding public improvement construction that the Owner is required to comply with or otherwise meet pursuant to this Agreement or City codes shall be those in effect at the time of plan approval. The Owner further waives any right the Owner may have regarding the date used to determine what public improvements; construction laws, standards, policies and procedures shall apply.

ARTICLE III. UTILITIES

3.1. Water and sewer: The Owner agrees to use the City's water and sanitary sewer systems for this development. The Owner will extend, at its own cost, the water and sanitary sewer systems to each lot within the approved Lilac Glen subdivision and further agrees to fully comply with all city policies for its water and wastewater systems.

3.2. Garbage collection: The Owner agrees that upon the expiration of the existing term of any contract to provide garbage collection services to the Property, that the Owner will begin using the garbage collection service in effect within the City of Coeur d'Alene, which garbage collection service shall be identified by the City.

3.3. Street lights: The Owner agrees to adhere to City policies and standards for street light design and construction.

3.4. Street Trees: The Owner agrees to adhere to City policies and standards for street trees.

ARTICLE IV: PUBLIC IMPROVEMENTS

4.1. Installation of public improvements: The Owner further agrees prior to occupancy of the Property, and prior to issuance of any building permits for the Property, the Owner shall submit plans for approval and construct and install, or otherwise the construction and installation in a manner acceptable to the City, of all improvements required by this Agreement or by City code including but not limited to sanitary sewer improvements, storm water disposal, water lines, hydrants, monumentation, grading, subbase, paving, curbs, dry utility conduit, street lights, pedestrian/bicycle paths and sidewalks. The City shall have no obligation, if any exists, for maintenance of improvements until such time as the City formally accepts the improvements.

4.2. Access across Flood Plain: The owner agrees to provide access across the flood plain, abutting Pennsylvania Ave., adequate to pass a 100 year recurrence interval. Also, any connection to Pennsylvania Ave. must accommodate the existing private driveway to the north.

ARTICLE V: FEES

6.1. Consideration: Owner agrees to provide specific consideration, in the amount of Four Thousand Five Hundred Dollars and no/100 (\$4,500.00) to the City prior to the City Council approval of the annexation ordinance. This amount is based on the policy adopted by the City Council by Resolution 98-112 and represents a fee of Seven Hundred Fifty Dollars and no/100 (\$750.00) per residential unit on the Property. The parties agree that the fee provided for in this section is reasonably calculated to reflect the cost to the City of annexing the property. The Owner will remain responsible for all other costs and fees required by City code.

6.2. No extension of credit: The parties, after careful consideration of the actual burdens on the City, have agreed to a specific dateline in which those burdens will occur. This section anticipates specific payment at a specific date and is in no manner a loan of services or an extension of credit by the City. The following sum shall be paid upon fulfillment of the conditions precedent set forth below.

6.3. Other fees: Additionally, the Owner shall be responsible for all required fees and charges including but not necessarily limited to water hook-up fee(s), water connection (capitalization) fee(s), sanitary sewer connection (capitalization) fee(s), and building permit fees

and any applicable impact fees that may be imposed. Fees referred to in this paragraph, are set forth by Municipal Ordinance and/or resolution and arise independent of this Agreement.

6.4. Owner's reimbursement to the City: The Parties further agree that the City has utilized substantial staff time to prepare this Agreement that will benefit the Owner. The Parties further agree the City shall be reimbursed a reasonable fee for its costs to prepare such Agreement. The Parties further agree that such fee shall be in the amount of Two Hundred Fifty Dollars and no/100 (\$250.00).

ARTICLE VII. MISCELLANEOUS

7.1. Deannexation: Owner agrees that in the event the Owner fails to comply with the terms of this Agreement, defaults, is otherwise in breach of this Agreement, the City may deannex and terminate utility services without objection from owners, assigns or successors in interest of such portions of Owner's Property as City in its sole discretion decides.

7.2. Owner to hold City harmless: The Owner further agrees it will indemnify, defend and hold the City harmless from any and all causes of action, claims and damages that arise, may arise, or are alleged, as a result of the Owner's development, operation, maintenance, and use of the Property described in Exhibit "A." Owner further agrees to pay City's legal costs, including reasonable attorney fees in the event this annexation is challenged in a court of law. Payment for City's legal costs will be remitted within thirty (30) days after receipt of invoice from the City for legal expenses.

7.3. Time is of the essence: Time is of the essence in this Agreement.

7.4. Merger: The representations, warranties, covenants, conditions and Agreements of the parties contained in the Agreement shall survive the acceptance of any deeds and/or easements.

7.5. Recordation: The Owner further agrees this Agreement shall be recorded by the City at the Owner's expense. All promises and negotiations of the parties merge into this Agreement. Parties agree that this Agreement shall only be amended in writing and signed by both parties. The parties agree that this Agreement shall not be amended by a change in any law. The parties agree this Agreement is not intended to replace any other requirement of City code.

7.6. Section headings: The section headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the respective sections to which they appertain.

7.7. Compliance with applicable laws: The Owner agrees to comply with all applicable laws.

7.8. Covenants run with land: The covenants herein contained to be performed by the Owner shall be binding upon the Owner and Owner's heirs, assigns and successors in interest,

and shall be deemed to be covenants running with the land. This document shall be recorded at the Kootenai County Recorder's Office at the sole cost of the Owner.

7.9. Publication of ordinance: The parties agree that until the date of publication of the annexation ordinance, no final annexation of Owner's Property shall occur. Upon proper execution and recordation of this Agreement, the City will, to the extent lawfully permitted, adopt and thereafter publish an ordinance annexing Owner's Property.

7.10. Promise of cooperation: Should circumstances change, operational difficulties arise or misunderstandings develop, the parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring a claim, initiate other legal action or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement.

IN WITNESS WHEREOF, the City of Coeur d'Alene has caused this Agreement to be executed by its Mayor and City Clerk and its corporate seal affixed hereto, and Larry Fluet Revocable Trust have caused the same to be executed the day and year first above written.

CITY OF COEUR D'ALENE

LARRY FLUET REVOCABLE TRUST L.L.C.

By: _____
Steve Widmyer, Mayor

By: _____
Larry Fluet, Trustee

ATTEST:

Renata McCleod, City Clerk

June 5, 2015

**Lilac Glen Annexation
Legal Description**

A parcel of land located in the South Half of Section 18, Township 50 North, Range 3 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

Commencing at the northwest corner of the Southeast Quarter of Section 18, Township 50 North, Range 3 West, Boise Meridian, from which the southwest corner of the Southeast Quarter of Section 18, Township 50 North, Range 3 West, Boise Meridian, bears South 00°48'00" East, a distance of 2683.50 feet, as shown on Record of Survey, recorded in Book 27, Page 140, records of Kootenai County, Idaho;

thence South 00°48'00" East along the west line of the Southeast Quarter of Section 18, Township 50 North, Range 3 West, Boise Meridian, a distance of 33.30 feet to the south right-of-way line of Pennsylvania Avenue;

thence continuing South 00°48'00" East along the west line of the Southeast Quarter of Section 18, Township 50 North, Range 3 West, Boise Meridian, a distance of 174.61 feet to the easterly right-of-way line of Interstate 90;

thence South 33°50'18" East along the easterly line of said Interstate 90, a distance of 564.74 feet;

thence North 89°34'18" East, a distance of 211.86 feet to an angle point on the City of Coeur d' Alene boundary and the **Point of Beginning**;

thence continuing North 89°34'18" East along the City of Coeur d' Alene boundary, a distance of 131.00 feet to the west line of the parcels as described in instrument number 2310003;

thence leaving said boundary line of the City of Coeur d' Alene, South 00°51'05" East, a distance of 25.00 feet;

thence South 51°37'49" East, a distance of 210.32 feet;

thence North 89°47'57" East, a distance of 14.17 feet to an angle point on the City of Coeur d' Alene boundary;

thence South 00°04'17" East along the City of Coeur d' Alene boundary, a distance of 527.93 feet;

thence South 89°57'01" West along the City of Coeur d' Alene boundary, a distance of 149.18 feet to the easterly right-of-way line of Interstate 90;

thence North 26°55'43" West along the City of Coeur d' Alene boundary and the easterly right-of-way of Interstate 90, a distance of 359.51 feet;

thence leaving the easterly right-of-way of Interstate 90 North 47°58'54" East along the City of Coeur d' Alene boundary, a distance of 74.38 feet;

thence North 12°01'26" East along the City of Coeur d' Alene boundary, a distance of 25.57 feet to the beginning of a non-tangent curve to the left having a chord bearing of North 11°44'11" West, a chord distance of 293.38 feet;

thence continuing along the City of Coeur d' Alene boundary along said curve to the left with a radius of 408.31 feet, through a central angle of 42°06'37" , an arc distance of 300.09 feet to the **Point of Beginning**;

Containing 152,705 square feet or 3.51 acres, more or less

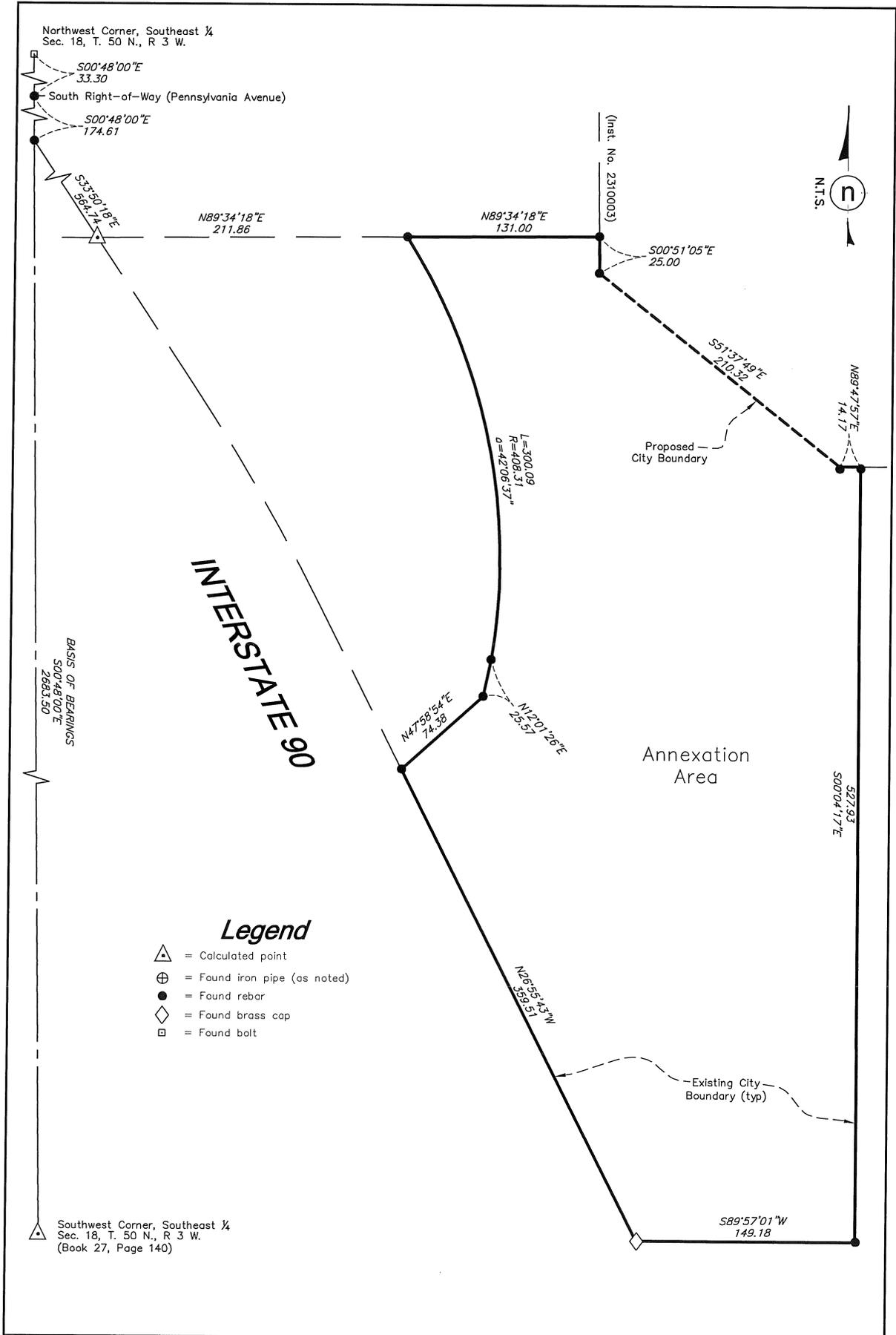
SUBJECT TO:

Existing rights-of-way and easements of record and or appearing on said above described parcel.

END OF DESCRIPTION

Prepared by this office:
h2 Surveying, LLC





SHEET #	Exhibit
PROJECT #	Township 50 North - Range 3 West - Section 18
2014-210	County of Blaine, Idaho

Lilac Glen

Proposed Annexation

SURVEYED	h2
DESIGNED	h2
DRAWN	rmh
CHECKED	efm

SURVEYORS • ENGINEERS
 Post Office Box 2916
 Hayden, Idaho 83835
 Phone: (208) 772-6600
 Fax: (208) 772-6619
 www.h2survey.com



ORDINANCE NO. _____
COUNCIL BILL NO. 15-1022

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 18, TOWNSHIP 50, NORTH, RANGE 3W, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; CHANGING THE ZONING MAPS OF THE CITY OF COEUR D'ALENE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after public hearing, the City Council finds it to be in the best interests of the City of Coeur d'Alene and the citizens thereof that said property be annexed; NOW, THEREFORE,

BE IT ORDAINED, by the Mayor and City Council of the City of Coeur d'Alene, Kootenai County, Idaho:

SECTION 1. That the property as set forth in Exhibit “A”, attached hereto and incorporated herein, contiguous and adjacent to the City of Coeur d'Alene, Kootenai County, Idaho, be and the same is hereby annexed to and declared to be a part of the City of Coeur d'Alene, Kootenai County, Idaho, and the same is hereby zoned as R-3 (Residential at 3 units/acre) and R-8 (Residential at 8 units/acre).

SECTION 2. That the Zoning Act of the City of Coeur d'Alene, known as Ordinance No. 1691, Ordinances of the City of Coeur d'Alene, be and the same is hereby amended as set forth in the preceding section hereof.

SECTION 3. That the Planning Director be and he is hereby instructed to make such change and amendment on the three (3) official Zoning Maps of the City of Coeur d'Alene.

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

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

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on October 20, 2015.

APPROVED by the Mayor this 20th day of October, 2015.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
A-14-14 Lilac Glen I-90 and Lake Villa

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 18, TOWNSHIP 50, NORTH, RANGE 3W, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; CHANGING THE ZONING MAPS OF THE CITY OF COEUR D'ALENE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Michael C. Gridley, and the City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, A-14-14 Lilac Glen I-90 and Lake Villa, 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 20th day of October, 2015.

Michael C. Gridley, City Attorney

June 5, 2015

**Lilac Glen Annexation
Legal Description**

A parcel of land located in the South Half of Section 18, Township 50 North, Range 3 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

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thence South 00°48'00" East along the west line of the Southeast Quarter of Section 18, Township 50 North, Range 3 West, Boise Meridian, a distance of 33.30 feet to the south right-of-way line of Pennsylvania Avenue;

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thence North 89°34'18" East, a distance of 211.86 feet to an angle point on the City of Coeur d' Alene boundary and the **Point of Beginning**;

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thence South 51°37'49" East, a distance of 210.32 feet;

thence North 89°47'57" East, a distance of 14.17 feet to an angle point on the City of Coeur d' Alene boundary;

thence South 00°04'17" East along the City of Coeur d' Alene boundary, a distance of 527.93 feet;

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thence continuing along the City of Coeur d' Alene boundary along said curve to the left with a radius of 408.31 feet, through a central angle of 42°06'37" , an arc distance of 300.09 feet to the **Point of Beginning**;

Containing 152,705 square feet or 3.51 acres, more or less

SUBJECT TO:

Existing rights-of-way and easements of record and or appearing on said above described parcel.

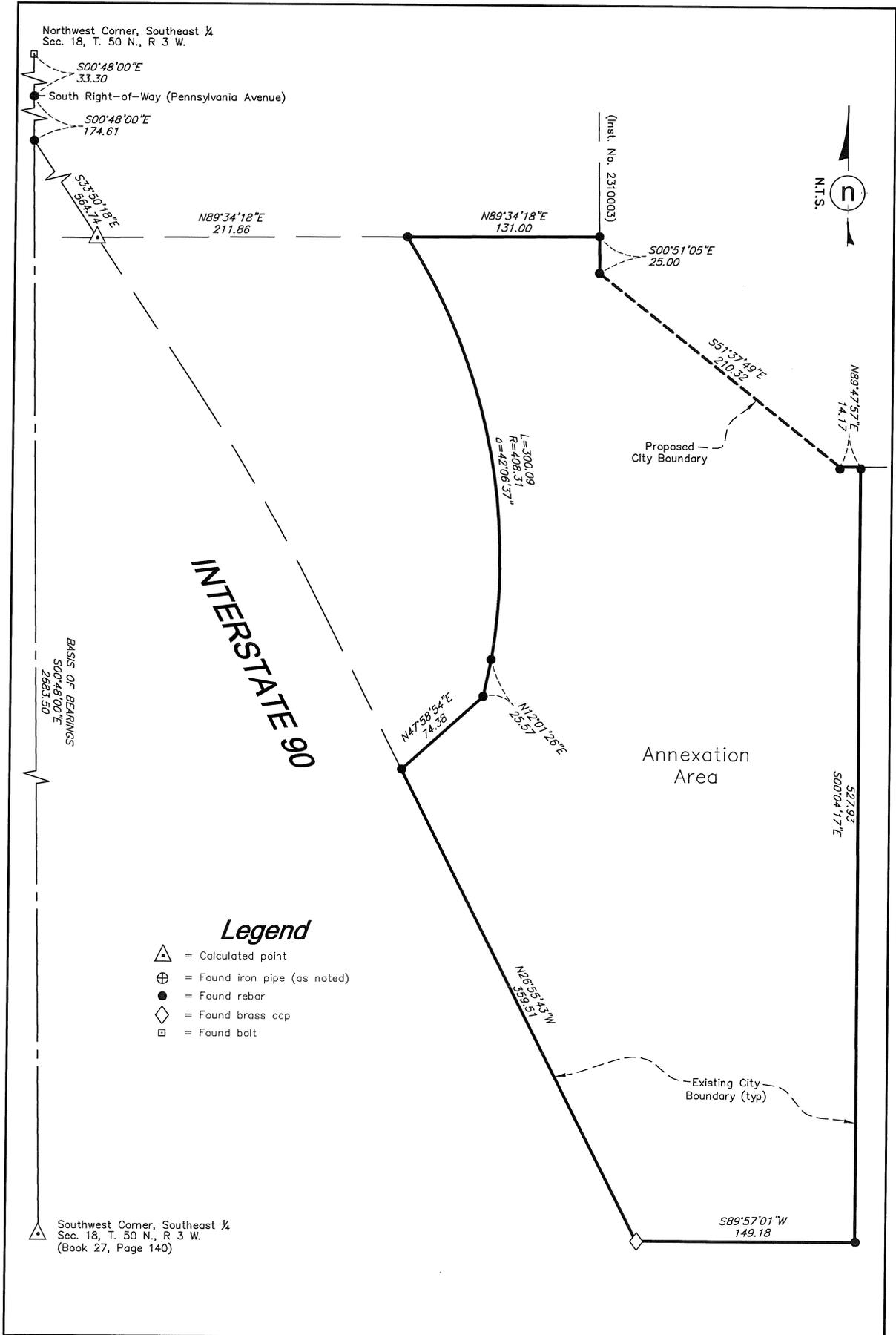
END OF DESCRIPTION

Prepared by this office:

h2 Surveying, LLC



[Handwritten signature]
7/5/15



SHEET #	Exhibit
PROJECT #	Township 50 North - Range 3 West - Section 18
DATE	Coast of Idaho, Idaho
7/9/15	

Lilac Glen

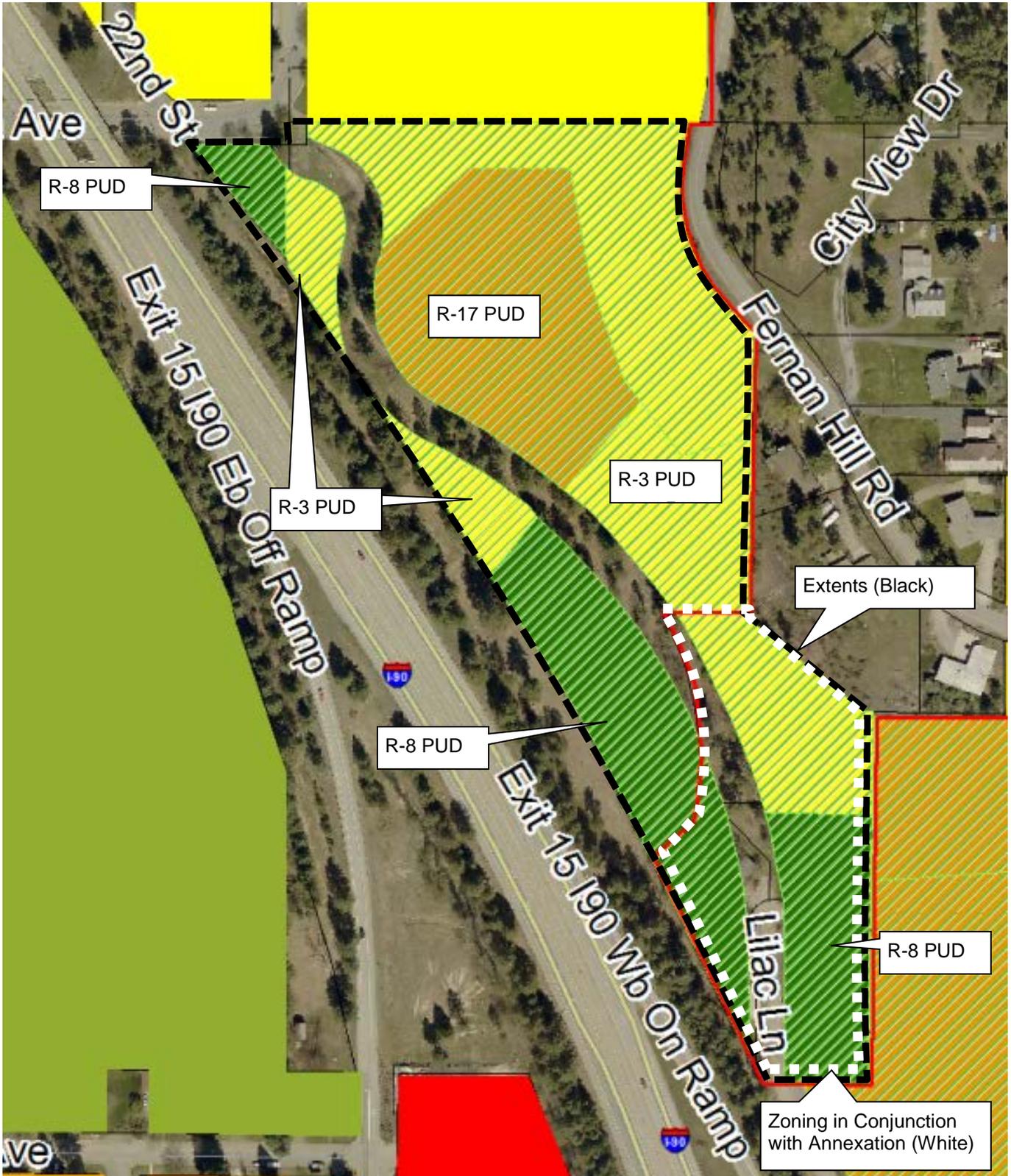
Proposed Annexation

SURVEYED	h2
DESIGNED	h2
DRAWN	rmh
CHECKED	efm

SURVEYORS • ENGINEERS
 Post Office Box 2916
 Hayden, Idaho 83835
 Phone: (208) 772-6600
 Fax: (208) 772-6619
 www.h2survey.com



EXHIBIT "A"



INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

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

FUND	BALANCE 8/31/2015	RECEIPTS	DISBURSE- MENTS	BALANCE 9/30/2015
<u>General-Designated</u>	\$404,889	\$2,534	\$9,023	\$398,400
<u>General-Undesignated</u>	14,758,205	2,831,389	4,106,823	13,482,771
<u>Special Revenue:</u>				
Library	233,933	10,301	139,213	105,021
CDBG	812		24,548	(23,736)
Cemetery	(19,778)	32,210	38,228	(25,796)
Parks Capital Improvements	151,448	49,585	72,518	128,515
Impact Fees	3,971,103	66,040	1,417	4,035,726
Annexation Fees	31,325	5		31,330
Insurance	(3,880)	20,511	577	16,054
Cemetery P/C	1,738,182	11,610	6,614	1,743,178
Jewett House	36,684	19,990	20,582	36,092
Reforestation	16,018	1,005		17,023
Street Trees	227,891	8,463	5,650	230,704
Community Canopy	1,775	1		1,776
CdA Arts Commission	2,772		446	2,326
Public Art Fund	58,395	4,617		63,012
Public Art Fund - LCDC	328,805	129,949	8,850	449,904
Public Art Fund - Maintenance	119,447	2,451	1,011	120,887
<u>Debt Service:</u>				
2002 & 2006 G.O. Bonds	469,981	1,862		471,843
LID Guarantee	28,412	9,089		37,501
LID 130 Lakeside / Ramsey / Industrial Park	69		69	-
LID 149 4th Street	12,069	237	12,306	-
<u>Capital Projects:</u>				
Street Projects	123,505	43,313	36,515	130,303
<u>Enterprise:</u>				
Street Lights	22,966	81,013	43,410	60,569
Water	811,592	1,016,987	1,089,849	738,730
Water Capitalization Fees	3,421,688	135,854		3,557,542
Wastewater	4,448,755	780,075	2,072,995	3,155,835
Wastewater-Reserved	1,018,545	27,500		1,046,045
WWTP Capitalization Fees	5,768,915	235,633	1,150	6,003,398
WW Property Mgmt	60,668			60,668
Sanitation	(110,638)	311,778	342,933	(141,793)
Public Parking	(261,487)		15,043	(276,530)
Drainage	358,851	83,489	80,630	361,710
Wastewater Debt Service	1,014,404	282		1,014,686
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	203,411	199,991	403,402	-
LID Advance Payments	2,546			2,546
Police Retirement	1,405,133	89,362	96,027	1,398,468
Sales Tax	2,701	1,592	2,701	1,592
BID	159,653	5,717		165,370
Homeless Trust Fund	306	294	600	-
GRAND TOTAL	\$41,020,071	\$6,214,729	\$8,633,130	\$38,601,670

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
TWELVE MONTHS ENDED
September 30, 2015

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 9/30/2015	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$225,227	\$223,859	99%
	Services/Supplies	11,800	9,755	83%
Administration	Personnel Services	245,263	227,885	93%
	Services/Supplies	49,620	54,568	110%
Finance	Personnel Services	642,985	637,521	99%
	Services/Supplies	92,760	93,130	100%
Municipal Services	Personnel Services	1,058,369	1,024,669	97%
	Services/Supplies	479,731	480,177	100%
	Capital Outlay	14,500	14,500	100%
Human Resources	Personnel Services	203,529	190,933	94%
	Services/Supplies	43,400	37,572	87%
Legal	Personnel Services	1,377,493	1,326,719	96%
	Services/Supplies	98,853	74,682	76%
Planning	Personnel Services	511,938	461,057	90%
	Services/Supplies	38,050	36,354	96%
Building Maintenance	Personnel Services	320,587	295,334	92%
	Services/Supplies	167,515	159,424	95%
	Capital Outlay			
Police	Personnel Services	10,283,578	9,796,811	95%
	Services/Supplies	956,755	1,071,688	112%
	Capital Outlay	229,521	376,532	164%
Fire	Personnel Services	7,789,203	7,378,678	95%
	Services/Supplies	425,536	379,060	89%
	Capital Outlay	505,000	4,297	1%
General Government	Services/Supplies	49,150	51,817	105%
	Capital Outlay	1,070,000	1,073,203	100%
Byrne Grant (Federal)	Personnel Services			
	Services/Supplies	13,182	13,182	100%
	Capital Outlay			
COPS Grant	Personnel Services	169,690		
CdA Drug Task Force	Services/Supplies	25,710	25,204	98%
	Capital Outlay		25,350	
Streets	Personnel Services	1,864,947	1,821,673	98%
	Services/Supplies	595,721	611,472	103%
	Capital Outlay	467,040	227,103	49%

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 TWELVE MONTHS ENDED
 September 30, 2015

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 9/30/2015	PERCENT EXPENDED
ADA Sidewalk Abatement	Personnel Services	226,757	212,858	94%
	Services/Supplies	38,900	39,889	103%
Engineering Services	Personnel Services	543,375	536,238	99%
	Services/Supplies	1,192,752	959,741	80%
	Capital Outlay			
Parks	Personnel Services	1,302,194	1,225,795	94%
	Services/Supplies	498,050	533,440	107%
	Capital Outlay	92,500	97,554	105%
Recreation	Personnel Services	627,711	544,033	87%
	Services/Supplies	142,130	136,193	96%
	Capital Outlay	65,370	57,110	87%
Building Inspection	Personnel Services	810,926	807,731	100%
	Services/Supplies	31,131	30,779	99%
Total General Fund		<u>35,598,449</u>	<u>33,385,570</u>	<u>94%</u>
Library	Personnel Services	1,077,761	1,047,483	97%
	Services/Supplies	192,050	164,885	86%
	Capital Outlay	120,000	101,891	85%
CDBG	Services/Supplies	359,966	221,565	62%
Cemetery	Personnel Services	145,526	161,556	111%
	Services/Supplies	98,664	92,243	93%
	Capital Outlay	40,000	39,585	99%
Impact Fees	Services/Supplies	194,956	177,385	91%
Annexation Fees	Services/Supplies	117,000	117,000	100%
Parks Capital Improvements	Capital Outlay	413,550	424,388	103%
Insurance	Services/Supplies	420,000	351,235	84%
Cemetery Perpetual Care	Services/Supplies	97,500	96,935	99%
Jewett House	Services/Supplies	67,089	66,217	99%
Reforestation	Services/Supplies	2,000	8,815	441%
Street Trees	Services/Supplies	65,000	47,400	73%
Community Canopy	Services/Supplies	1,500	2,554	170%
CdA Arts Commission	Services/Supplies	6,750	6,215	92%
Public Art Fund	Services/Supplies	210,600	110,200	52%
Total Special Revenue		<u>3,629,912</u>	<u>3,237,552</u>	<u>89%</u>
Debt Service Fund		<u>1,304,015</u>	<u>1,245,497</u>	<u>96%</u>

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 TWELVE MONTHS ENDED
 September 30, 2015

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 9/30/2015	PERCENT EXPENDED
Seltice Way Design	Capital Outlay	535,100	5,036	1%
Seltice Way Sidewalks	Capital Outlay	7,000	7,000	100%
Front Avenue Project	Capital Outlay	63,000	62,699	100%
Govt Way - Hanley to Prairie	Capital Outlay	2,400,000	2,380,286	99%
Levee Certification	Capital Outlay	362,500	257,274	71%
I-90 Curb Ramps	Capital Outlay	65,000		
15th Street	Capital Outlay	10,000	9,650	97%
Total Capital Projects Funds		<u>3,442,600</u>	<u>2,721,945</u>	<u>79%</u>
Street Lights	Services/Supplies	605,600	539,344	89%
Water	Personnel Services	1,844,726	1,800,674	98%
	Services/Supplies	4,196,929	1,714,813	41%
	Capital Outlay	2,284,300	1,897,479	83%
Water Capitalization Fees	Services/Supplies	700,000	483,467	69%
Wastewater	Personnel Services	2,440,897	2,353,804	96%
	Services/Supplies	6,527,764	2,382,066	36%
	Capital Outlay	3,740,470	3,028,477	81%
	Debt Service	2,026,641	2,026,641	100%
WW Capitalization	Services/Supplies	1,913,000		
Sanitation	Services/Supplies	3,795,334	3,723,545	98%
Public Parking	Services/Supplies	220,839	138,003	62%
	Capital Outlay			
Drainage	Personnel Services	133,179	104,143	78%
	Services/Supplies	610,930	290,956	48%
	Capital Outlay	612,465	504,617	82%
Total Enterprise Funds		<u>31,653,074</u>	<u>20,988,029</u>	<u>66%</u>
Kootenai County Solid Waste		2,200,000	2,341,616	106%
Police Retirement		183,920	166,571	91%
Business Improvement District		186,000	111,000	60%
Homeless Trust Fund		5,500	4,782	87%
Total Fiduciary Funds		<u>2,575,420</u>	<u>2,623,969</u>	<u>102%</u>
TOTALS:		<u>\$78,203,470</u>	<u>\$64,202,562</u>	<u>82%</u>