

# Coeur d'Alene

## CITY COUNCIL MEETING

*July 2, 2013*

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**MEMBERS OF THE CITY COUNCIL:**

**Sandi Bloem, Mayor**

**Councilmen Edinger, Goodlander, McEvers, Kennedy, Gookin, Adams**

# PRESENTATIONS

Carson Gage Magee  
405 Reston Ct.  
Coeur d Alene, ID 83815

Dear Member of Congress,

My name is Carson Magee and I am 9 years old. I am happy to be writing to you and glad you are reading my letter!

June 30, 2010 was a day that changed my life FOREVER! After a simple blood test my pediatrician told my mom and me that I had Type 1 diabetes. I asked my mom what that was. I had NO IDEA! I knew I had been really sick, tired and thirsty lately. I soon discovered that Type 1 diabetes is a disease that attacked the beta cells in my pancreas. These beta cells produce insulin. My pancreas was delivering almost no insulin and my blood sugar was over 400! When I was in the hospital, I just thought the shots I was getting would make me all better and I would just go home. The doctors and nurses in the hospital soon explained to me that every time I took a bite of food, I would have to give myself a shot.

Diabetes STINKS and most days I just want to be a normal kid. I get tired of carrying juices, meters, needles and insulin around with me everywhere I go. I get tired of having to count up the carbs I eat and figuring out how much insulin I have to get. I don't feel good when I have high blood sugar or low blood sugar and it makes me frustrated when I can't concentrate at school. I get mad when I have to stop playing a soccer game or swimming to check my blood sugar so much. I get scared sometimes that I might lose my legs one day. I get tired of poking myself to draw blood 8-10 times a day and getting 5-7 shots a day is not fun either! I will have to do this for the REST OF MY LIFE or until there is a cure. That is why I am writing to you today! I want to see a cure for me and ALL the people who live with Type 1 diabetes everyday!

This year was my third year to participate in the JDRF Walk To Cure Diabetes. Each year I unicycle the entire three miles to show that kids with T1D don't let diabetes control them! This year I was honored to be the 2012 JDRF Inland Northwest Branch youth ambassador. To raise money for my walk, I clowned with my mom making balloon animals for businesses and festivals. I also entered the JDRF Ford race car design contest. The Chamber of Commerce in my town donated \$200 when my family and friends clowned in the Fourth of July Parade. I was able to raise over \$3000 for JDRF this year! As the JDRF Walk youth ambassador, I spoke to many businesses and corporate walk teams in Washington and Idaho about what Type 1 diabetes is and how they could help find a cure. I was interviewed on a local live television news show, gave interviews on local radio stations and live radio remotes, made an educational DVD about Type 1 diabetes for PEOPLE TO PEOPLE INTERNATIONAL and even made a commercial about the JDRF walk that aired over 200 times in prime time television!

I have had some amazing opportunities to raise awareness about Type 1 diabetes since my diagnosis! I have an awesome nurse at my school and I nominated her for the Numerica School Champion Award and she WON! The local news came to my school and surprised her and me in an assembly with over 750 teachers and students! I got to tell the entire school about Type 1 diabetes that day! I also won first place in my school district's Disability Essay Contest when I wrote about three of my Type 1 heroes in the community. I was invited to the school board meeting to tell my story! One of the coolest things I have done is enter a contest called INVENT IDAHO. My invention, The Swipe and Wipe, won Best of Show at the State Competition and I won a free patent search. One of my other prizes was a private dinner with Dr. Forrest Bird, inventor of the medical respirator, and his wife, Dr. Pam Bird. I invented a blood sugar test strip with an alcohol and dry pad attached. When the NICKELODEON TV network found out about my invention, they invited me to come to Hollywood and be a contestant on the game show "Figure It Out". My show aired Aug 1 and put Type 1 diabetes in the national spotlight and that is what we need to help find a cure! This really opened the door for me to raise awareness about T1D with front page newspaper stories in several newspapers, radio interviews, a featured story on the local evening news, and a live showing of my NICKELODEON show for my whole town at my local library. Disney is writing a story about me and Type 1 diabetes right now that will be on [www.disneyfamily.com](http://www.disneyfamily.com) on December 1. Lilly Pharmaceutical will also run the story in their magazines. I hope I can do a PSA on the Disney channel one day about Type 1 diabetes! Oh, and my mom volunteers for our local JDRF chapter and has just been asked to be on the JDRF Inland Northwest Board of Directors.

My family and I are learning a lot about the Special Diabetes Program and I am very curious and excited about the research being done to find out why my body's immune system is attacking and destroying insulin-producing beta cells. I am especially interested because I also have life threatening food allergies to milk, egg, and peanut. The SDP is helping answer questions about Type 1 diabetes, but the research will also help with other autoimmune diseases like food allergies, Celiac and Crohn's disease. The SDP also supports TrialNet. My brother is not a diabetic yet and I want him to have every chance to prevent T1D, so he won't be so scared, like I was. TrialNet helps my T1D friend's brothers and sisters get medicine to help stop their beta cells from dying. And, by the time I go to college, I would like to have an artificial pancreas, if there isn't a cure by then! I know we need to have the Special Diabetes Program to help make the AP possible. I think we are so close to a cure! My family and I are doing our part for a cure, but we can't do it alone! We need your help, Congress! Please support diabetes research issues and renew the Special Diabetes Program for me, my brother, and all my friends with T1D and other autoimmune diseases. Thank you for reading my letter and I hope you liked it!

Sincerely,

Carson Magee

PROCLAMATION

WHEREAS, in 2008, the Parks Master Plan Committee proposed that a special day be set aside for an event to be called the Parks Day Celebration featuring Coeur d'Alene's great parks and trails; and

WHEREAS, this event will encourage citizens to learn more about Coeur d'Alene's expansive park and trail system and promote park use while enjoying free food, demonstrations, activities and entertainment; and

WHEREAS, the City of Coeur d'Alene provides a quality park system that offers a diverse range of experiences, preserves local resources, and provides a safe, pleasant, and enjoyable environment; and

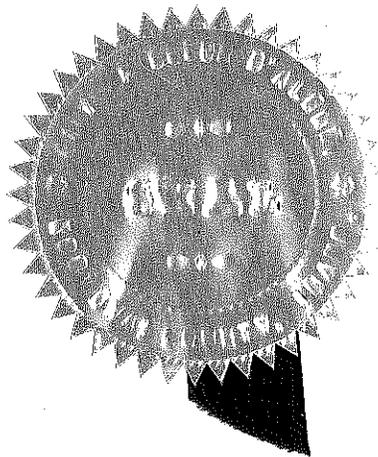
WHEREAS, parks in our city increase property values, enhance the economic vitality of business areas, promote an active, healthy lifestyle, and beautify our community; and

WHEREAS, the Parks Day Celebration will continue each year featuring different parks within the city to encourage citizens to become aware of the world-class park and trail system that Coeur d'Alene is proud to offer; and

NOW, THEREFORE, I SANDI BLOEM, Mayor of the City of Coeur d'Alene, Idaho, do hereby proclaim July 13th, 2013 as

**"PARKS DAY CELEBRATION"**

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d'Alene to be affixed this 2nd day of July, 2013.



*Sandi Bloem*  
Sandi Bloem, Mayor

ATTEST:

*Rehata McLeod*  
Rehata McLeod, City Clerk

# 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

June 18, 2013

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 on June 18, 2013 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor - Absent

Mike Kennedy	)	Members of Council Present
Woody McEvers	)	
Dan Gookin	)	
Steve Adams	)	
Deanna Goodlander	)	
Loren "Ron" Edinger	)	

**CALL TO ORDER:** Mayor Pro Tem Kennedy called the meeting to order.

**INVOCATION:** Led by Pastor Mike Slothower, River of Life Friends Church

**PLEDGE OF ALLEGIANCE:** Councilman Adams led the Pledge of Allegiance.

Councilman Edinger gave a brief memorial of Ray Stone and asked for a moment of silence in his honor.

**PUBLIC COMMENTS:**

**Deer Fencing:** Susan Snedaker, Coeur d'Alene, asked the Council what the policy is regarding items brought forward to the Planning Commission. She has specifically brought forward concerns regarding the fence heights being too low to keep deer out of residential gardens and has attended two Planning Commission meetings and asked for the item to move forward. She thinks there should be a policy to move items forward. Mr. Gridley stated that the public comment period is the time for citizens to bring items forward to the Planning Commission to address. Planning Director Dave Yadon stated that the Planning Commission could bring the item forward, but they have not chosen to do that. He clarified that the City Council could ask for the item to be researched by staff. Councilman Goodlander stated that it would be appropriate to move the item forward to General Services. Councilman Edinger stated that several years back there were discussions regarding deer. Ms. Snedaker stated that there are regulations regarding feeding the deer but nothing regarding fencing. Ms. Snedaker stated that the 6' fencing is too low and would need to be taller to keep the deer out. Councilman Adams stated that as he rides through the neighborhoods he sees the 12' high large wire fencing around gardens and wondered if there were complaints about them. Police Chief Longo stated that he gets complaints regarding fences being in disrepair and nothing regarding that type of fence.

Councilman Adams suggested that it would be a specific fencing amendment needed to allow taller garden fences. This item will be presented at the next General Services meeting to be held June 24, 2013.

**Vision 2030:** Charles Buck, Coeur d'Alene, stated that the 2030 Visioning process is moving ahead and recently conducted a search for a Project Coordinator. He introduced Nicole Taylor as the Project Coordinator and stated that the community will see more of her. Additionally, they are planning a July 1, 2013 kickoff event.

**Chamber of Commerce Support:** Steve Wilson, Coeur d'Alene, expressed thanks and appreciation of the City's support to the Chamber of Commerce through the lease of city parking lots on the 4<sup>th</sup> of July. Due to construction, there is a shortage of parking and he wanted to inform the community that there would be free parking at NIC. Councilman Gookin asked if the revenue would go toward fireworks. Mr. Wilson stated that he expects revenue to be a bit lower this year, but it will go toward the fireworks.

**Curb Cut at Front Avenue:** John Montandan, Coeur d'Alene, stated the recall group used his parking lot about a year ago and he also allowed the anti-recall group to use the same property. He requested the Council to reconsider the curb cut he has had for 40 years. He believes that he is being discriminated again because he allowed the Recall group on his property. He encouraged the Council to give him his curb cut and support business. Mr. Montandan stated that it is a compensatory taking.

Councilman Kennedy stated that the owners along Front Avenue can also ask for an underground easement and he encouraged Mr. Montandan to do the same. Mr. Gridley clarified that it is not a compensatory taking. Mr. Montandan stated that he does not believe that it is a safety issue and thinks it is a vindictive move. Councilman Gookin stated that this came up during a design workshop and that a motion was made, but it failed and at this point he believes it would fail again 4 to 3. Councilman Kennedy stated that it could be readdressed but it cannot be voted on tonight. Councilman Edinger stated that when it was brought up, it was based on what the City Engineer said about safety issues.

**Fire Boat:** Fire Chief Kenny Gabriel, Coeur d'Alene, stated that he has previously mentioned the fire boat and wanted to inform that Council that it was in the water this month. He provided a brief video and stated that they will be certified to be a quick response vehicle for medical. He thanked Glenn Lauper, Steve Wolfe, Captain Moundan and many others, especially the Council for their support. Councilman Goodlander congratulated the Fire Department and thanked everyone who helped to make it happen as it has been in the works for a while and this will be a help in putting out fires where trucks cannot get. Mr. Gabriel stated that the boat would be housed at the 11<sup>th</sup> Street Marina.

**CONSENT CALENDAR:** Motion by Goodlander, seconded by Edinger, to approve the consent calendar as presented.

1. Approval of Council Minutes for June 4 and June 6, 2013.
2. Approval of Bills as Submitted.

3. Setting of General Services and Public Works Committees meetings for July 8, 2013 at 12:00 noon and 4:00 p.m. respectively.
4. **RESOLUTION NO. 13-036** 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 A LEASE AGREEMENT WITH THE COEUR D'ALENE CHAMBER OF COMMERCE FOR LEASE OF CITY OWNED PARKING LOTS ON THE 4TH OF JULY; APPROVING AN ENCROACHMENT AGREEMENT ALONG PARK AVE. WITH SULLY'S PUB (5735 GOVERNMENT WAY); APPROVING A MEMORANDUM OF AGREEMENT WITH JANHSEN PROPERTIES, LLC FOR PUD-2-07M "COTTAGE GROVE"; AND APPROVING A SUBDIVISION AGREEMENT AND SECURITY APPROVAL FOR LANDINGS AT WATERFORD 10TH ADDITION.
5. SS-1-13, Mill River 4<sup>th</sup> Addition, Final plat approval.

**ROLL CALL:** Kennedy Aye; Edinger, Aye; Adams, Aye; McEvers, Aye; Goodlander, Aye; Gookin, Aye. **Motion carried.**

#### **COUNCIL ANNOUNCEMENTS:**

Councilman McEvers stated that he had great memories of Ray Stone and one such memory was a time when he was videotaping a show at NIC in which Ray provided details of being one of the first soldiers into a concentration camp during WWII. This was a very impacting memory of Mr. Stone.

Councilman Goodlander stated that Ray Stone actually taught her High School Government class and was a good teacher and will be missed. She stated that the summer arts program has 170 kids currently enrolled and thanked the Kiwanis and Rotary clubs for their donations to make this program happen. The Arts Commission has narrowed the artists down to the final four for the McEuen Arch and the maquettes will be on displayed at the Library. The final utility box art should go up next month. ArtCurrents program has new pieces placed at the street corners on Sherman Avenue.

Councilman Gookin stated that this past couple of weeks the City has been wrapping up a sewer project in Fernan. There were some complaints and he wanted to thank staff that heard and responded to the property owners' concerns. He specifically wanted to thank City Administrator Wendy Gabriel. In reference to the policies of the City, it is his understanding of the state statutes that the Council is the policy setting body for the City and if the Council has not adopted a policy then it does not exist and it should be brought forward to the Council for formal adoption.

Councilman Edinger stated that he has known Ray Stone since 1956 and will miss him, especially for his golf coaching, and he will try to remember all he taught him.

Councilman Kennedy stated that the services for Ray Stone will be held this Friday and sends his condolences to the family.

**ADMINISTRATOR'S REPORT:** Deputy City Administrator Jon Ingalls presented the Administrator's Report. He expressed condolences to the family of Ray Stone who served as a City Councilmember from 1971 to 1979 and as Coeur d'Alene's Mayor from 1986 to 1994. Ray Stone will be remembered as a strong elected leader of this city, as a decorated Army veteran, longtime college educator, and talented musician. Services will be held this Friday (June 21, 2013) at 2:00 pm at the First Presbyterian Church on Lakeside. This year's Car d'Lane was more challenging than usual with McEuen park construction. He expressed thanks to the McEuen contractor CNI and City Engineer Gordon Dobler for their close coordination of the project. Additionally, he thanked Street Superintendent Tim Martin and Sergeant Eric Turrell for pulling together an effective, albeit improvised, traffic control plan. Additionally, Chief Longo was first on the scene of a citizen suffering a seizure of sorts during the Car d'Lane event and Mr. Ingalls thanked him for rendering first aid until medics arrived. Councilman Dan Gookin joined patrol officers for a "walk-along" during the event. On May 21st the Coeur d'Alene Police Department hosted a volunteer appreciation luncheon, thanking its volunteers for their tireless efforts on the PD's behalf. The enormously popular City Park Concert Series will kick off on June 30th with Stagecoach West providing Classic Rock n' Roll music. The concerts in the City Park are held every Sunday during the summer months, from 1:00 p.m. to 4:00 p.m. at the Rotary Lakeside Bandshell. Citizens are encouraged to bring their lawn chairs and blankets and come out for a great time and great music. On May 30th, the Coeur d'Alene Library received the Edward Zigler Innovation Award presented by our area Head Start. This award reflects the innovation and determination of the person many consider to be the Father of Head Start, Dr. Edward Zigler. This award is to celebrate those local programs who have partnered to create high impact services to children and families. Children's Librarian Susan Thorpe and Outreach Coordinator Barbara Nolan received the award for their work with the First Books Reads program and Head Start. Throughout the past two years, Susan and Barbara read to and distributed free books to over 170 children in the local Head Start program. They visited each class once a month, read the book, sang songs/finger plays, and gave each child a book and a newsletter, "The Bookworm," provided by the Idaho Commission for Libraries. Yesterday was the first day of Lifeguards at City Beach. The Recreation Department will have guards on duty 7 days a week, weather permitting, through August 18th. The guarded hours are from 11:30 a.m. to 6:00 p.m. Mr. Ingalls congratulated Water Utility Worker Gary Nolan on earning honors by the Inland Empire Subsection of the Pacific Northwest Section of American Water Works Association with the "Muddy Boots Award" at their annual IESS/SRC4 Banquet. This award recognizes Gary's outstanding performance as an operator and contributions made to the water industry, particularly in operations and cross connection control. He provided an update regarding McEuen including accommodations for Ironman and 4<sup>th</sup> of July for the Resort traffic. Basketball hoop standards are being placed and construction continues at the Harbor House location. A free shuttle bus began operating in downtown Coeur d'Alene last Saturday and will run through September 1<sup>st</sup>. The shuttle will pick up passengers at the south lot at City Hall and at the graded lot on Northwest Boulevard near Memorial, with stops along the way at Lakeside & 2<sup>nd</sup>, Lakeside & 4<sup>th</sup>, and Lakeside & 6<sup>th</sup> Streets. The loop will repeat from 9:30 a.m. until 6:30 p.m. Monday – Saturday, and 11:00 a.m. to 5:00 p.m. on Sunday. Look for the special downtown bus that says "Welcome to Coeur d'Alene!" Mr. Ingalls thanked the fourteen city staff members who gave blood today. The Coeur d'Alene Parks Department is hosting the Iron Kids Fun Run on June 20th at 6:00 p.m. in Coeur d'Alene City Park. This event, traditionally held on the Thursday before the Ironman competition, is a one-mile fun run for kids up to 14

years old. Parents are welcome to run with their small children. The entry fee is \$5 per child and all proceeds go to the Parks Department to help fund trails and bikeways. Each kid will receive an Iron Kids T-Shirt and a medal for participating in the event. Register online at [www.cdavidparks.org](http://www.cdavidparks.org) or at the Parks Department counter in City Hall. Pre-Registration deadline is Wednesday, June 19th at 5:00 p.m. After slightly more than a decade of Ironman races, many of us know what to expect road closures and detours at every turn. This year, beginning Thursday, the barricades and detour signs go up in preparation for this year's big race on Sunday. The City's top priority is to protect the athletes who will be using the roadways, but at the same time, the City wants to help motorists get to where they need to go. Mr. Ingalls reminded drivers to be cautious on the roads, and to all the athletes participating in the big race, he wished them good luck on behalf of the City of Coeur d'Alene.

ORDINANCE NO. 3467  
COUNCIL BILL NO. 13-1012

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTIONS 5.28.020, 5.28.040, 5.28.050, 5.28.060, 5.28.070, 5.28.080, 5.28.090 AND REPEALING SECTIONS 5.28.021, 5.28.110 AND 5.28.170 TO REPEAL THE REQUIREMENTS FOR CITY LICENSURE OF MASSAGE THERAPISTS; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; PROVIDING THE PUBLICATION OF A SUMMARY AND PROVIDING AN EFFECTIVE DATE.

Councilman Kennedy explained that the General Services Committee has recommended authorization of this Ordinance, as the State of Idaho will begin issuing individual massage licenses on July 1, 2013. This Ordinance will continue the City licensing of massage facilities.

**MOTION:** Motion by Kennedy, seconded by Edinger to pass the first reading of Council Bill No. **13-1012**.

**ROLL CALL:** Edinger Aye; Adams Aye; McEvers Aye; Goodlander Aye; Gookin Aye; Kennedy Aye. **Motion Carried.**

**MOTION:** Motion by Goodlander, seconded by Edinger to suspend the rules and to adopt Council Bill No. **13-1012** by its having had one reading by title only.

**ROLL CALL:** Edinger Aye; Adams Aye; McEvers Aye; Goodlander Aye; Gookin Aye; Kennedy Aye. **Motion Carried.**

**PUBLIC HEARING:** (Legislative) **A-1-13; Annexation of 3528 Seltice Way**

**Staff Report:** Planning Director Dave Yadon stated that this hearing would include a request to set zoning for the property in conjunction with the annexation. The Planning Commission has provided the recommendation of zoning and annexation. The property is a 22-acre piece at the former Atlas Mill site divided by a Burlington Northern Railroad piece of property. The annexation will include a portion of Seltice Way. The requested zoning for the site is R-12

between the railroad and river and C-17 for the northern portion of the property. Mr. Yadon stated that the Shoreline Ordinance would be in effect at this site. He provided an overview of the existing area zoning and clarified that if the Council were to approve the annexation there would be four findings that would need to be reviewed and recommended. Mr. Yadon provided an overview of the existing area zoning and reviewed the four findings that would need to be reviewed and recommended during the hearing. He clarified that there were no recommended conditions for this annexation and stated that the applicant is in attendance and available to answer any questions.

Councilman McEvers stated that he is concerned with the sewer capacity. Mr. Yadon stated that there is a collection system bottleneck and it can be an issue, but we do not know that it is going to be an issue based on density. There is give and take within the system throughout the area and it would need to be discussed as the property develops. Councilman McEvers stated that the annexation is so that the bank can sell the property and asked for clarification as to whether the annexation would grandfather them out of a sewer surcharge. Mr. Yadon clarified that it would not grandfather them out of a future sewer surcharge. Councilman Goodlander asked if the road was in the Post Falls Highway District. Mr. Yadon verified it was and clarified that the City would have to annex the entire road or none of it, and that the City Engineer requested the road be a part of the annexation as the area on the east and west are already in the city limits.

Councilman Edinger asked for clarification regarding a stop light at Atlas and Seltice Way. Councilman Goodlander stated that KMPO voted to use future funding to fix Seltice Way and include the Atlas light, and clarified that this would replace the old highway and should be in line for construction in 2015/2016. Councilman McEvers asked if the developer would be required to fix Seltice Way. Mr. Yadon stated that it is unknown what the future development will be, so we do not know what will be required. Councilman Edinger clarified that if funding is received to fix Seltice it would be in 2016. Councilman Goodlander stated that the first step is getting the project on the list and clarified that it is uncertain as to when funding would be available.

Councilman Edinger asked how long the annexation process would take. Mr. Yadon stated that it depends on how long it takes for negotiation of the annexation agreement, and that it could be a couple months up to a year. Councilman Edinger clarified that he asked because it appears that if the annexation passes and the property is sold, then development could occur prior to funding for the stop light, and he is concerned the road improvements would not be done. Mr. Yadon stated that the development will pay for the mitigation of their development, and they would not have to pay for all the impacts on Seltice Way, only for the impact of their development upon Seltice Way.

Councilman Gookin asked if the size of this annexation is typical. Mr. Yadon stated that it is normal for an old mill site and felt that it provides opportunities to meld them into neighborhoods. Councilman Gookin asked if the city has had an annexation this size that did not have a master plan or a PUD connected to it. Mr. Yadon stated that the Council has utilized a requirement that the applicant come back with a master plan at a designated time, which the developers like because the annexation fee is based on the plan rather than an overall zoning density.

**PUBLIC COMMENTS:** Councilman Kennedy called for public comments.

Sandy Young stated that she is representing the applicant, Washington Trust, who has no plans to develop the site and is seeking the annexation as the first step in marketing the lot for sale. She provided current pictures of the site and stated that they have not disturbed the shoreline of the river and have had review of the County and EPA during the clean up of the site. Ms. Young stated that the annexation does support the goals of the Comprehensive Plan and will provide public access to the site through the local bike trails. This annexation will support business growth and provide an opportunity for the land to be used at its highest and best use.

Councilman Gookin asked if they have obtained a right-of-way/easement from the railroad to connect the land and wondered if there would be a connection of the two parcels. Ms. Young stated that the City has a crossing agreement and that there will need to be crossing for access in the future as it is developed. Councilman Gookin asked for clarification regarding what the water front access will look like. Ms. Young stated it would be similar to the Mill River access.

Roger Smith, Coeur d'Alene, stated he is a retired engineer and walks that area and thinks there is an opportunity to preserve the natural space for the future. Annexation would allow the city to have more of a say in how the land is developed. He believes there should be many conditions on any land that is annexed. He is concerned about the waterfront area and that this is the last opportunity to preserve riverfront access for public use and have more open space preserved. Mr. Smith also recommended that the R-12 zoning not be allowed or that the residential development be clustered to one area with more open space preservation. He encouraged the Council to take the opportunity to preserve the public access.

Susan Snedaker, Coeur d'Alene, stated that she is concerned about the density and would like to cluster housing and that R-8 zoning should continue. The beach at Mill River is too small and preserving the open space and natural elements would be more important. She would like the Council to consider conditions including a master plan or PUD with a one-year time frame, sewer cap fees should be covered by the developer, and the signalization at Atlas should be included in the annexation. She felt that the participation of LCDC was premature.

Rebuttal was provided by Meryl Van Houten, Coeur d'Alene, who stated that he has talked with the City Wastewater and Engineering Departments and there is a lift station at Mill River. He believes it would be best to require the capitalization fees based upon analysis at the time the development is proposed, as there are no current development plans for the property.

Ms. Young stated they were seeking a balance of the area zonings and felt R-12 was a good balance and a good fit in order for any developer to make the kinds of upgrades to the system that will likely be required. The City Code does have minimum requirements for open space and public access and the City will have an opportunity to put those requirements in at the time of development.

Councilman Gookin clarified that this is a request from Washington Trust so that they can sell the property and since the zoning is the highest density of IC-17 and the riverfront is requested at

R-12 it increases the value of the property. Additionally he is concerned about the annexed property becoming a new urban renewal district.

Public Comment was closed.

Mr. Gridley clarified that the action for Council tonight is to consider if this annexation makes sense to be within the City. Then, the annexation agreement provides an opportunity to negotiate additional items. He reiterated that the main consideration is if the property should be in the city and what is the appropriate zoning. If the annexation is approved, the annexation agreement approval is when the annexation actually goes into effect.

**DISCUSSION:** Councilman Goodlander asked Mr. Yadon about the zoning of the property to the west being zoned R8. Mr. Yadon stated that it was part of the Mill River PUD and is zoned R8. Councilman Kennedy asked how the applicant could come back with a PUD if they do not plan to develop the property. Mr. Yadon stated that if the Council makes that recommendation then the applicant would have to do a PUD.

Councilman McEvers commented that the property is private and there has been no access since it has been a mill. He said we have applied some rules and wants in regard to annexations, and wondered when annexation agreements came about and when did we become Land Barons and take private property for the good of the public. Mr. Yadon clarified that it was not a taking in that items such as open space and access would likely be negotiated as a trade-off in lieu of annexation fees. Mr. Yadon added that annexation agreements started in the late 1980's to early 1990's.

Councilman McEvers clarified that we do not force annexations, but we have water, sewer, and streets. Councilman Adams asked if infrastructure was what the urban renewal agency was used for in the Riverstone and Mill River developments. Mr. Tymesen stated that they were used in Riverstone and only the sewer was extended in Mill River. Councilman Adams wondered what benefit urban renewal would add to this development.

Councilman Goodlander commented regarding the suggestion that extending the River District would be the way to go. The River District is almost maxed out in the amount of percentage it can have within the city. There's only about 36 acres more that could be taken if we were to open River District and if you look at that entire parcel, which includes the rest of the Atlas site, that's a little over 100 acres and it doesn't make a lot of sense to open the River District to include this area only because of the percentage that we are allowed to take of city property. If in the future there is an opportunity for a new urban renewal district that would just encompass this property and probably the Atlas site as well as potentially the Burlington Northern area, that is something that would be discussed in the future, but it does not have a place in this discussion.

Councilman Kennedy asked Mr. Gridley to clarify that this annexation does not automatically go into the urban renewal district. Mr. Gridley stated that an urban renewal designation/creation would have to come back to the Council.

Councilman Kennedy re-opened public comments.

Ms. Young stated that they had originally contacted LCDC because of the bike trail connectivity and agrees with the Council that it would not make sense to open up the district. She was hopeful that all property owners would want to annex at the same time, but that did not happen so they made the decision to keep moving forward.

Councilman Gookin stated that the letter from LCDC makes the property more attractive and asked if urban renewal was to do its function and go in and prime the pump in regard to infrastructure, what kind of infrastructure would they see it doing in this parcel.

Gary Young, landscape architect for the project, stated that they do not know what the capital improvements would be in the district and it would make more sense to form its own district if the other property owners were included. At that point, there would need to be a plan written, cost estimates done, engineering costs developed and that becomes a subject of review by LCDC and the council. A lot of it depends on what kind of increment is being forecast as a result of the development in terms of what capital improvements could be paid for with that increment. They look at LCDC's role for continuation of the Atlas Trail and Centennial Trail and that would be a big help to the district and the city.

Councilman Goodlander asked if the applicant would object to an R8 zoning on the waterfront. Mr. Young stated that R8 and R12 zoning are similar, but R12 allows pocket housing and R8 does not, and the ability to cluster housing would come with the R12 zone. Councilman Gookin asked if there was a difference in setbacks. Mr. Yadon stated that there is no difference in setbacks, and pocket housing is allowed in R8. The difference between the zones is the density allowed.

Councilman Edinger asked if LCDC formed a new district for this property would it have to come before the council. Mr. Gridley stated that it would have to and that LCDC could not spend money on this property until it is brought into the district, which would require city council approval. Mr. Gridley clarified Council can make a motion to approve the annexation and recommend that staff include items in the annexation agreement, such as a stop light, trail, access, etc., which gives them flexibility to negotiate. You can specify certain items as a condition of annexation, but he thinks that the most flexibility comes through the annexation agreement and not as a condition of the annexation.

Councilman Kennedy closed public testimony.

**MAIN MOTION:** Motion by Goodlander, seconded by McEvers to approve the requested annexation for the subject property and direct staff to prepare an annexation agreement and develop the Findings and Order and that the annexation agreement include a PUD Master Plan on both parcels and that Wastewater be involved to give clear direction regarding the ERU's.

**DISCUSSION:** Councilman McEvers asked about sewer consideration. Councilman Goodlander said that the sewer consideration is already in the agreement. Councilman McEvers asked about more open space. Councilman Goodlander believes that open space should be an opportunity for public access but thinks that there are other planning opportunities coming along. Councilman McEvers would like it to be consideration. Councilman Goodlander would not be opposed to

adding that to the motion. Mr. Gridley commented that the PUD application would allow the council to express concerns.

**MOTION:** Motion by Gookin, seconded by Edinger, to approve the requested annexation and direct staff to prepare an annexation agreement based upon the submission of a master plan or PUD to include a sewer capitalization fee surcharge should the density increase 11.8 ERU per acre and to preserve the setbacks and public access and to rezone the lower parcel to R8.

**DISCUSSION:** Councilman Edinger stated that he felt the traffic light should be included due to density. Councilman Kennedy stated that he felt the recommendation should come from the city engineer based on research. Councilman Goodlander stated that the PUD could include the traffic study and determination and the traffic light would not be contiguous to this property but, rather, the parcel next to this one. She stated that the sewer would be addressed in the annexation agreement and would not be needed in the motion. The density to do cluster housing has merit, might provide opportunity to negotiate, and is unnecessary to add to the annexation.

Mr. Gridley said that as far as the setbacks go, in a PUD there is an opportunity to negotiate open space. If we tie our hands or tie their hands sticking to the existing setbacks, we may not be doing ourselves a service because sometimes there is a benefit in being able to negotiate.

Councilman Gookin asked Mr. Yadon to clarify if pocket housing was allowed in both residential zones. Mr. Yadon confirmed that pocket housing is allowed in both zones, they just are at a different density.

Councilman Gookin asked when the sewer cap surcharge would come back for discussion. Mr. Gridley stated that it is set out in the sewer master plan for that area and the wastewater department will have to sort it out and there may be other methods to increase the density in that line. Councilman Gookin stated that Mr. Fredrickson said we needed to watch our densities for sewer capacity in this area and that the developer should pay for it, not the entire community. Mr. Gridley stated he has not had that conversation with Mr. Fredrickson, as it is not a plant capacity issue but, rather, a transmission capacity issue.

Councilman Gookin asked if we drop the surcharge language, would it bite us later. Mike stated that the annexation agreement process allows us to work out these details and if we cannot work out the details, then the deal falls apart. Councilman Goodlander said that we make sure our sewer capacity is appropriate as part of any annexation. If it is not, we talk to the developer. She does not believe it would be necessary to make it a part of the conditions, as it does not allow them negotiating opportunities. Mr. Kennedy read the findings from the Planning and Zoning Commission and noted that it is subject to the condition of the wastewater master plan.

Councilman Gookin worried about property just being annexed for sale and not knowing what is going in there and in the absence of not knowing we need to increase our requirements to protect the city. Mr. Gridley stated that the developer steps into the shoes of whoever has reached the annexation agreement with the city, so that would protect the City of Coeur d'Alene.

Councilman Goodlander called for the question.

**ROLL CALL:** Adams Aye; McEvers No; Goodlander No; Gookin Aye; Kennedy No; Edinger Aye. **Motion failed.**

**MAIN MOTION ROLL CALL:** Adams Aye; McEvers Aye; Goodlander Aye; Gookin Aye; Kennedy Aye; Edinger Aye. **Motion Carried.**

**MOTION:** Motion by McEvers, seconded by Edinger that, there being no further business before the Council, this meeting be adjourned. **Motion carried.**

The meeting adjourned at 8:43 p.m.

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Sandi Bloem, Mayor

ATTEST:

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Renata McLeod, City Clerk

RESOLUTION NO. 13-037

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVAL OF AN INTERLOCAL CONTRACT WITH KOOTENAI COUNTY FIRE AND RESCUE FOR THE DIAMOND CUP; APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH HOFMAN PLANNING AND ENGINEERING FOR CONSULTING SERVICES TO REVISE AND UPDATE THE DEVELOPMENT IMPACT FEE PROGRAM; APPROVAL OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH RUEN-YEAGER ASSOCIATES, INC. FOR THE COEUR D'ALENE FLOOD WORKS CERTIFICATION PROJECT AND APPROVAL OF A RELEASE, ABANDONMENT AND RELINQUISHMENT OF (TIE-BACK) EASEMENT TO NORTH IDAHO COLLEGE (NIC).

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

- A) Approval of an Interlocal Contract with Kootenai County Fire and Rescue for the Diamond Cup;
- B) Approval of a Professional Services Agreement with Hofman Planning and Engineering for Consulting Services to Revise and Update the Development Impact Fee Program;
- C) Approval of Amendment No. 1 to the Professional Services Agreement with Ruen-Yeager Associates, Inc. for the Coeur d'Alene Flood Works Certification Project;
- D) Approval of a Release, Abandonment and Relinquishment of (tie-back) Easement to North Idaho College (NIC);
- E) ;

AND;

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

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

said agreements or other actions so long as the substantive provisions of the agreements or other actions remain intact.

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

DATED this 2<sup>nd</sup> day of July, 2013.

\_\_\_\_\_  
Sandi Bloem, Mayor

ATTEST

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

Motion by \_\_\_\_\_, Seconded by \_\_\_\_\_, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER KENNEDY Voted \_\_\_\_\_

COUNCIL MEMBER GOODLANDER Voted \_\_\_\_\_

COUNCIL MEMBER MCEVERS Voted \_\_\_\_\_

COUNCIL MEMBER ADAMS Voted \_\_\_\_\_

COUNCIL MEMBER GOOKIN Voted \_\_\_\_\_

COUNCIL MEMBER EDINGER Voted \_\_\_\_\_

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

**GENERAL SERVICES COMMITTEE**

Date: June 17, 2013

From: Kenny Gabriel, Fire Chief

Re: Inter-local Contract with Kootenai County Fire & Rescue (KCFR)

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**DECISION POINT:** Should Council approve an Inter-local contract between the City of Coeur d’Alene and KCFR for the Diamond Cup.

**HISTORY:** KCFR has asked the City to help with emergency response and mitigation at the Diamond Cup Hydroplane event. The contract asks us to provide one staffed fire engine, one staffed ambulance and one command officer. Coeur d’Alene Fire Department personnel will provide suppression support at the pit area that is in the City, on Coeur d’Alene Lake Drive. We have been asked by KCFR to provide this service through our Mutual Aid agreement. KCFR will invoice the organizers of the Diamond Cup for all expenses occurred from the event on our behalf.

**FINANCIAL ANALYSIS:** The City will invoice KCFR for service provided from August 29<sup>th</sup>, 2013 through September 2<sup>nd</sup>, 2013. The rates for the event will be as follows:

Fire Engine staffed with three personnel	\$2160
Ambulance staffed with two personnel	\$ 720
One command officer	\$ 600

These rates will reimburse us for the cost of the event.

**PERFORMANCE ANALYSIS:** With an event of this magnitude and with a part of it being in the City, we feel it necessary to provide protection for areas inside the City limits. We have worked closely with City staff, race organizers, and surrounding jurisdictions to assure the safety of our residents and the City’s property. Having this contract assures fair payment for our services and gives a heightened protection for that area of the City during this event. If Council was to not approve our participation we would have to respond to any incidents within the City as usual. Not having dedicated personnel could be a challenge as we expect not only the influx of visitors in and around the City for the event, we also have increased activity due to the last holiday weekend of the summer.

**DECISION POINT/RECOMMENDATION:** Enter into an Inter-local agreement with KCFR for the Diamond Cup.

**STAFFING OF ENGINES, AMBULANCE AND COMMAND POST FOR THE  
COEUR D' ALENE DIAMOND CUP**

INTERLOCAL CONTRACT  
BETWEEN  
Kootenai County Fire and Rescue  
AND  
City of Coeur d'Alene (Coeur d'Alene Fire)

**I. PURPOSE**

City of Coeur d'Alene, Coeur d'Alene Fire otherwise referred as CDA Fire agrees to provide personnel, equipment and vehicles for the purpose of providing fire, medical and command services to Kootenai County Fire and Rescue otherwise referred to as KCFR to assist in providing said services for the "Coeur d' Alene Diamond Cup" .

**II. TERM**

This Contract shall be for August 29, 2013 through September 2, 2013. Specific dates and times will be specified by Diamond Cup authorities.

**III. COMPENSATION**

KCFR understands and agrees that payment for services under this Contract is contingent upon CDA Fire providing said services and shall be paid as invoiced within 60 days of the invoice being received.

Actual rates shall be based on a 12 hour day and not exceed \$2160 for a fully staffed and equipped engine, \$720 for a for a fully staffed and equipped ambulance and \$600 for a Chief Officer as described in section IV.

All invoices shall be for actual hours services are provided.

#### IV. SCOPE OF SERVICES

CDA Fire agrees to provide...

- A fully equipped Basic Life Support Ambulance with Two (2) Firefighter/EMT Personnel
- A fully equipped Engine with Three (3) Firefighter/EMT Personnel for the Engine which one of the three shall be Officer qualified
- One (1) Chief Officer for One (1) day of the event to assist with Command and Control as identified by KCFR.

CDA Fire agrees to operate within the parameters and direction of KCFR and the Unified Command. The Unified Command will operate using a written Incident Action Plan.

CDA Fire is solely responsible for:

- a. Supervision of assigned crews, daily direction and control, payment of salary including taxes and employee insurance of all CDA Fire employees.
- b. Liability and its attorneys' fees arising from complaints, grievances or litigation based on the conduct or action of any CDA Fire employee.

KCFR responsibilities:

- a. Invoice for costs associated with CDA Fire expenses as agreed to by both parties.
- b. Payment of invoice within 60 days of receipt.

#### V. RELATIONSHIP

It is understood and agreed that CDA Fire is a Government Agency and is aiding KCFR in staffing of the event. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between KCFR and any employee of CDA Fire.

## VI. TERMINATION

Either party may terminate this Contract without cause with thirty (30) days advance written notice prior to August 29<sup>th</sup>, 2013. KCFR may terminate this Contract at any time with written notice if CDA Fire has defaulted in whole or in part or refuses or fails to comply with the provisions of this Contract. KCFR may also terminate this contract without written notice should CDA fire resources are not used. Termination shall only apply to this agreement.

## VII. NOTICE

Any notice provided under the terms of this Contract by either party to the other shall be in writing and may be affected by certified mail, return receipt requested. Notice to shall be sufficient if made or addressed as follows:

Kootenai County Fire and Rescue  
Attention: Chief Warren Merritt  
1590 E. Seltice Way  
Post Falls, ID

Coeur d'Alene Fire Department  
Attention: Chief Kenneth Gabriel  
300 Foster Avenue  
Coeur d'Alene, ID.

Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party by certified mail, return receipt requested.

## VIII. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of the State of Idaho.

## IX. VENUE

The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Contract shall be in Kootenai County, Idaho.

## **X. ENTIRE AGREEMENT**

This Contract represents the entire and exclusive agreement between the parties thereto is only for consideration of assisting KCFR providing our services during the "Coeur d'Alene Diamond Cup" event.

## **XI. AMENDMENT**

This Contract may be amended only by the mutual agreement of the parties, in writing to be attached to and incorporated in this Contract.

## **XII. ASSIGNMENT**

Neither this Contract nor any duties or obligations under it shall be assignable by CDA Fire without the prior written acknowledgment and authorization of KCFR.

## **XIII. SEVERABILITY**

All parties agree that, should any of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall continue in full force and effect.

## **XIV. INDEMNIFICATION**

To the extent allowed by law, the parties agree to protect, defend, indemnify and save harmless each other and each other's officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from each party's own negligent acts or omissions while working or performing within their respective authority or duties.

In the event either party incurs any judgment, award, and/or cost arising there from including attorney's fees, to enforce the provisions of this Agreement, all such fees, expenses and costs shall be recoverable from the other party

**XV. BENEFIT FOR SIGNATORY PARTIES ONLY**

Neither this Contract, nor any term or provision hereof, nor any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.

The parties have executed this instrument hereto as follows:

Executed this \_\_\_\_\_ day of \_\_\_\_\_ of the year 2013.



**Kootenai County Fire and Rescue**

**Coeur d'Alene Fire**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

CITY OF COEUR D' ALENE, IDAHO

By \_\_\_\_\_  
Sandi Bloem, Mayor

ATTEST

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

## Public Works Staff Report

DATE: June 24, 2013  
TO: Public Works Committee  
FROM: David Yadon, Planning Director  
RE: PROFESSIONAL SERVICES AGREEMENT WITH HOFMAN PLANNING &  
ENGINEERING

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### **DECISION POINT:**

To authorize a professional services agreement with Hofman Planning Associates for services to revise and update the City's impact fee program.

### **HISTORY:**

The original Development Impact Fee Report was adopted in 1996 and updated in 2000 - 2004. State law requires that Capital Improvements Plan component of these studies be updated every 5 (five) years. Hofman Planning & Engineering has prepared the previous reports and at the City's request submitted a proposed Scope of Work for the update.

Based on past experience, the update process will take approximately one year with most of the time spent by city staff meeting with the development community and public.

### **FINANCIAL ANALYSIS:**

The Professional Services Agreement shall be in an amount not to exceed Eighteen Thousand Eight Hundred Dollars (\$18,800.00). This amount includes the cost included in the Scope of Work with the addition of 2 (two) additional visits by the consultant. The proposed cost of the study is consistent with previous updates and is very favorable when compared to a 2010 update to the Post Falls study (\$44,000+). This study is in the Financial Plan and the cost would be paid out of the impact fee account. Under state law the city may award such contracts without requesting additional proposals.

### **PERFORMANCE / QUALITY OF LIFE ANALYSIS ANALYSIS:**

Staff's intent is to provide the updated report to the Council and user group that fairly represents the costs of development. The city has worked closely with the development community on previous studies and will do the same with this update.

Updating the impact fee report with current costs and projections will assist the city in continuing to provide adequate services.

### **RECOMENDATION:**

Staff recommends that the City Council approve the professional services agreement with Hofman Planning & Engineering for services to revise and update the City's impact fee program.

**PROFESSIONAL SERVICES AGREEMENT**

between

**CITY OF COEUR D'ALENE**

and

**HOFMAN PLANNING AND ENGINEERING**

for

**CONSULTING SERVICES TO REVISE AND UPDATE THE  
DEVELOPMENT IMPACT FEE PROGRAM**

THIS CONTRACT, made and entered into this \_\_\_ day of July, 2013, 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 **HOFMAN PLANNING & ENGINEERING**, a corporation organized pursuant to the laws of the State of California, with its principal place of business at 3152 Lionshead Avenue, Carlsbad, CA 92010, hereinafter referred to as the "Consultant."

WITNESSETH:

**SECTION 1. DEFINITION. IN THIS CONTRACT:**

- A. The term "City" means the City of Coeur d'Alene, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814.
- B. The term "Consultant" means Hofman Planning & Engineering, 3152 Lionshead Avenue, Carlsbad, CA 92010.
- 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 Exhibit "A," entitled "SCOPE OF WORK DEVELOPMENT IMPACT FEE STUDY UPDATE," subject to and consistent with the terms of Exhibit "A," attached hereto and incorporated herein by reference.

B. Area Covered: The Consultant shall perform all the necessary services provided under this Contract respecting the tasks set forth in Exhibit "A."

**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 contract. 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 contract 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 contract by the Mayor and shall be completed as set out in Exhibit "A." The period of performance may be extended for additional periods only by the mutual written agreement of the parties. City acknowledges that any information to be supplied by the City will be done on a timely basis.

**SECTION 6. COMPENSATION.**

A. Subject to the provisions of this agreement for costs and expenses, the City shall pay the Consultant a sum not to exceed Sixteen Thousand Eight Hundred Dollars and no/100 (\$16,800.00) as set forth in Exhibit "A" attached hereto and incorporated herein by reference for services required by this contract. Provided, however, that should the parties mutually deem it necessary for the Consultant to provide two (2) additional visits to the City to perform services, the compensation may be Two Thousand Two Hundred Dollars and no/100 (\$2,200) higher to accommodate the visits.

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 contract 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.**

A. The City will pay to the Consultant the amount set forth in Exhibit “A” which shall constitute the full and complete compensation for the Consultant’s professional services. That sum will be paid on receipt of billings submitted to the City. A billing is a summary of expenditures to date by line item budget categories (Personal Services, Travel, Contractual, Commodities and Equipment). The Consultant shall maintain records documenting all labor and material charges for this project. Documentation of expenditures shall be submitted with any billing.

B. Payment will be reimbursable and shall be made monthly as provided in Exhibit “A.” However, partial payment shall be made on the 4th Tuesday of each calendar month on a certified estimate of work completed in the previous month. Final payment shall be made 30 calendar days after completion of all work and approval of all work by the City. Billings shall be submitted to the City in accordance with the schedule in Exhibit “A.” Such billings shall reflect the total work performed and approved, to date. The billing shall be itemized by category of expense claimed which itemization shall reflect total costs incurred for that particular task but not to exceed the total amount set forth in Exhibit “A.”

**SECTION 8. TERMINATION OF CONTRACT FOR CAUSE.**

If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, and reports or other material prepared by the Consultant under this contract 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 contract at any time by giving 15 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 scope of services of the Consultant to be performed under this contract. 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 contract.

**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 contract 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 contract 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 contract or the proceeds thereof.

**SECTION 13. ASSIGNABILITY.**

A. The Consultant shall not assign any interest in this contract 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 contract 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 contract 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 contract. The Consultant further covenants that in the performance of this contract, 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 contract 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 contract shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this contract.

**SECTION 17. AUDITS AND INSPECTION.**

This contract anticipates review of Consultant's documents by City staff. During normal business hours, there shall be made available for examination all of the Consultant's records with respect to all matters covered by this contract and will permit representatives of the City to examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoiced materials, payrolls, records, or personnel conditions of employment, and other data relating to all matters covered by this contract. Any such records requested by the City shall be made available by Consultant at City Hall, 710 Mullan Avenue, Coeur d'Alene, Idaho.

**SECTION 18. JURISDICTION; CHOICE OF LAW.**

Any civil action arising from this contract 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 contract shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this contract 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 Contract. All actions taken by the Consultant under this Contract shall comply with all applicable statutes, ordinances, rules, and regulations. The Consultant shall pay all taxes pertaining to its performance under this contract.

**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 contract 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 contract shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

**SECTION 23. CITY HELD HARMLESS.**

A. The Consultant shall save, hold harmless, indemnify, and defend the City, its officers, agents and employees from any liability arising out of the acts, errors, omissions, or negligence, including costs and expenses, for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by any person or persons or property arising from Consultant's performance of this contract in any way whatsoever. 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 any and all damages or liability arising out of the Consultant's professional acts, errors, and omissions, including costs and expenses for or on account of any and all legal actions claims of any character resulting from injuries or damages sustained by persons or property arising from Consultant's professional performance of this contract.

**SECTION 24. NOTIFICATION.**

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

**SECTION 25. CAPTIONS AND INTERPRETATIONS.**

Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or any provision hereof. No provision in this Agreement is to be interpreted for or against either party because that party or his legal representative drafted such provision.

**SECTION 26. SPECIAL CONDITIONS.**

Standard of Performance and Insurance.

A. Consultant shall also maintain general liability insurance naming City as one of the insureds in the amount of at least \$1,000,000.00 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 consulting profession.

C. The Consultant shall furnish the City certificates of the insurance coverages required herein, which certificates must be acceptable to and approved by the City Attorney.

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

**CITY OF COEUR D’ALENE**

**HOFMAN PLANNING &  
ENGINEERING**

\_\_\_\_\_  
Sandi Bloem, Mayor

\_\_\_\_\_  
Bill Hofman, President

**ATTEST:**

**ATTEST:**

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

\_\_\_\_\_  
Secretary

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this \_\_\_\_ day of \_\_\_\_\_, 2013, before me, a Notary Public, personally appeared **Sandi Bloem** and **Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

\*\*\*\*\*

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2013, before me, a Notary Public, personally appeared **Bill Hofman** and \_\_\_\_\_, known to me to be the President and \_\_\_\_\_, of **Hofman Planning and Engineering**, and the persons who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

## EXHIBIT "A"

### SCOPE OF WORK

#### DEVELOPMENT IMPACT FEE STUDY UPDATE

This Scope of Work includes the tasks to be completed by Hofman Planning & Engineering to update the Development Impact Fee Study.

#### General Assumptions:

- The structure and methodology of the existing study will only be modified as necessary to adequately reflect the changes that have occurred since the last update was prepared.
- The City of Coeur d'Alene shall provide or other information clearly showing the impact fees received/accumulated and expended for each facility since the last Impact Fee Study. The expenditures shall provide a description of the facilities purchased.
- The City of Coeur d'Alene shall provide building permit information that has occurred since the last impact fee study update.
- The level of service standards within the last Impact Fee Study will remain. If through the discussions with City, new level of service standards are desired, this is considered outside of this scope of work and adjustments would need to be made to the scope of work and costs to reflect these desired changes.

The following is an outline of the tasks to be completed by Hofman Planning & Engineering:

#### **Task 1      Assessment of Current Status and Needs**

- Task 1.1      Meet with Department heads for each facility the current status of planned improvements and identify any issues/concerns related to current impact fee study.
- Task 1.2      Meet with City staff (as necessary) to obtain background information and perspective on growth and development and any issues/concerns related to current impact fee study and any changes to Comprehensive Plan.

#### **Task 2      Update Existing Land Use and Building Analysis**

- Task 2.1      Update existing population/housing for City limits based on information provided by City as to building activity from the last impact fee study to the present.
- Task 2.2      Update existing population/housing within the Area of Impact outside the

jurisdictional boundaries of the city limit on information provided by City as to building activity from the last impact fee study to the present.

Task 2.3 Update build out analysis chapter tables and text with regards to existing, future and build out population and housing units

Task 2.4 Update non-residential build out analysis based on input provided by City staff as to building permits and development since last impact fee study update.

### **Task 3 Public Facilities Update**

Task 3.1 Park Facilities Update

- Update existing and future residential and non-residential development with recent data
- Recalculate any existing deficiencies
- Revise project improvements included in impact fee based on feedback from City/Department Head
- Revise cost assumptions if necessary based on preliminary research and input from Committee
- Update impact fee calculation

Task 3.2 Police Facilities Update

- Update existing and future residential and non-residential development with recent data
- Recalculate any existing deficiencies
- Revise project improvements included in impact fee based on feedback from City/Department Head
- Revise cost assumptions if necessary based on preliminary research and input from Committee
- Update impact fee calculation

Task 3.3 Fire Facilities Update

- Update existing and future residential and non-residential development with recent data
- Recalculate any existing deficiencies
- Update cost information if necessary based on costs from City/Department Head
- Update impact fee calculation

*Assumes study prepared with original impact fee is still valid, if new study is required then incorporating new study into impact fee is outside of this scope of work.*

Task 3.4 Circulation Facilities Update

- Update existing and future residential and non-residential development with recent data
- Recalculate any existing deficiencies

- Update cost information if necessary based on costs from City/engineer
- Update impact fee calculation

*Assumes study prepared with original impact fee is still valid, if new study is required then incorporating new study into impact fee is outside of this scope of work.*

**Task 4 Capital Improvement Phasing**

- Update the Capital Improvement Phasing including timing and costs based on the information provided through update process.

**Task 5 Local Meetings**

This scope of work assumes that the following meetings will be necessary to complete the Development Impact Fee update:

- A. Scoping Meeting with Dept. Heads Staff/Optional Kick-off Meeting with DIF Committee.
- B. Conference Call Meeting with Committee to review updates/revisions to impact fee.
- C. P&Z Hearing (available via conference call).
- D. Attend and speak at City Council Hearing.

It is possible that up to two additional meetings will be necessary and they are included in the Schedule of Costs as an optional item.

**SCHEDULE OF COSTS**

<b>Task 1</b>	<b>Assessment of Current Status and Needs**</b>	\$2,200
<b>Task 2</b>	<b>Update Existing Development &amp; Build Out Analysis</b>	\$3,200
<b>Task 3</b>	<b>Public Facility Analysis***</b>	
	3.1 Parks	\$1,500
	3.2 Police	\$1,500
	3.3 Water Supply	\$1,500
	3.4 Water Storage	\$1,500
	3.5 Wastewater Treatment	\$1,500
	3.6 Circulation Pathways	\$1,500

<b>Task 4</b>	<b>Capital Improvement Phasing</b>	\$ 500
<b>Task 5</b>	<b>Local Meetings</b>	
	A. Kick-Off Meeting**	Included in Task 1
	B. Conference Call with City/Committee	\$ 400
	C. Attend P & Z Hearing via Conference Call	\$ 200
	D. City Council Hearing**	\$1,100
		-----
	<b>TOTAL</b>	<b>\$16,600</b>
<b>Optional</b>		
	A. Additional Meetings	\$1,100 (per meeting)

\* Cost for facility update includes necessary contact with City staff and/or consultants to clarify discrepancies between existing inventories, future project improvements, phasing, etc.

\*\*Cost for local meetings includes travel expenses/incidentals and all meeting time.

\*\*\*These are averages for all facilities. Some facilities such as Circulation will take longer to analyze and complete than others. The exact amount of time will be determined as part of Task 1 so the total cost for all facilities is based on recent past experience of the consultant for updating other impact fee studies.

**Payment Schedule**

HPE will submit monthly invoices to the City of Coeur d’Alene for work completed.

**Assumptions**

1. The City will provide all requested information to Hofman Planning & Engineering within a timely manner to avoid delay of the project.
2. There will be no start and stop of the project.
3. Any additional analysis needed as a part of this project and not identified above will be beyond the scope of work.
4. This Proposal is valid for 30 days.

# **PUBLIC WORKS**

## **STAFF REPORT**

**DATE:** June 05, 2013  
**FROM:** Gordon Dobler, Engineering Services Director  
**INITIATED BY:** Kim Harrington, Assistant Project Manager  
**SUBJECT:** **Approval of Amendment #1 to Ruen Yeager contract for Certification of Flood Control Works.**

---

### **DECISION POINT**

Staff is requesting approval of Amendment #1 to the Professional Services Contract with Ruen-Yeager Inc. for the City of Coeur d Alene Flood Works Certification Project (Exhibit 1) and obligation authority for additional funding.

### **HISTORY**

On March 05, 2013, Council adopted Resolution 13-012 approving the contract with Ruen-Yeager for Certification of the Flood Control Works. Phase 1 consisted of data gathering, records search, initial surveying, and conferences with FEMA and USACE to outline the scope work required. That has been complete and the consultant's team has compiled a comprehensive scope and cost for the next Phase.

### **FINANCIAL ANALYSIS**

This project was included in the current fiscal year's budget; the budgeted amount is \$250,000. The total cost of Phase 1 was \$81,228. Phase 2 total is \$415,021 for a combined total of \$496,249. North Idaho College has verbally agreed to fund half of the current total budget, not to exceed \$248,124. The remaining funds will come from the Wastewater Utility (\$85,000) and the Drainage Utility (\$45,000). This will require an amendment to the current year's budget, to be brought to Council in late August. Obligation authority is necessary to exceed the current year's budget.

### **PERFORMANCE ANALYSIS**

Adopting the agreement will allow for the certification process to proceed and have our system classified as a provisionally accredited levee system with FEMA.

### **RECOMMENDATION**

Staff recommends approval of Amendment #1 to the Professional Services Contract with Ruen-Yeager Inc. for the City of Coeur d Alene Flood Works Certification Project (Exhibit 1) and obligation authority for the additional funding.

**Amendment #1**  
**To the Professional Services Agreement**  
**between the City of Coeur d'Alene and Ruen-Yeager Associates, Inc.**  
**for the City of Coeur d'Alene Flood Works Certification Project**

WHEREAS, the City and Ruen-Yeager Associates, Inc. have entered into a contract for professional services for analysis, data gathering, records search, initial surveying, and conferences with FEMA and USACE to outline the scope of work required to certify the City of Coeur d'Alene Flood Works to FEMA. Council approved the original agreement for Phase 1 of the Flood Works Certification Project: March 05, 2013 (Resolution 13-012). Tasks outlined in Phase 1 have been completed and the consultant's team has compiled a comprehensive scope and cost for the projects next phase.

WHEREAS, the Agreement is amended and supplemented to include the following agreement of the parties with respect to the Subject of the Amendment.

**Scope of Services**

Phase 2 (Attachment "A") provides a detail of the scope for additional work required for certification. The projected cost of Phase 2, \$415,021.00.

**Execution and Acceptance**

The City and Ruen-Yeager Associates, Inc. hereby agree to modify the above referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The effective date of this Amendment is the day and year first written below.

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

**RUEN-YEAGER ASSOCIATES, INC.**

By: \_\_\_\_\_  
**Sandi Bloem, Mayor**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**ATTEST:**

**ATTEST:**

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

By: \_\_\_\_\_

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this \_\_\_\_ day of July, 2013, before me, a Notary Public, personally appeared **Sandi Bloem** and **Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

\*\*\*\*\*

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this \_\_\_\_\_ day of July, 2013, before me, a Notary Public, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_, of **RUEN-YEAGER ASSOCIATES, INC.**, and the persons who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



**RUEN-YEAGER & ASSOCIATES, INC.**  
ENGINEERS ♦ PLANNERS ♦ SURVEYORS

**JUNE 07, 2013**

**SCOPE OF SERVICES  
FOR THE  
CITY OF COEUR D'ALENE FLOOD WORKS CERTIFICATION  
CONDITIONAL LETTER OF MAP REVISION (CLOMR) PHASE**

The CLOMR Phase includes the anticipated work necessary to provide a complete submittal to FEMA including the necessary engineering evaluations for levee certification and construction plans for improvements necessary to obtain certification under the requirements of 44 CFR 65.10. FEMA acceptance of our CLOMR application indicates the levee will be accredited once the necessary improvements are completed to the satisfaction of the levee evaluation team and the appropriate as-built documentation provided to FEMA.

The CLOMR will be based upon the current regulatory Base Flood Elevation (BFE) of 2140.8 (NAVD88) plus 3 feet of freeboard. However, the levee should be tied to high ground based on the original design elevations (2147.2 upstream/2144.7 downstream) in order not to create a major modification in the eyes of the Army Corps of Engineers. Review of a 2007 hydrologic and hydraulic evaluation of Lake Coeur d'Alene by the Army Corps gives us concern that the Base Flood Elevation could be raised in the future. Our scope includes analysis at a flood elevation of 2142.7 in order to assess whether the levee could be certified if the regulatory BFE was raised to this level. This analysis case will be for the City's information only.

The scope and fees required for Ruen-Yeager & Associates, Inc. (RYA) and each subconsultant are outlined below for the CLOMR Phase. Manhour and fee estimate worksheets are attached to provide additional detail.

**Ruen-Yeager & Associates, Inc.:**

1. Project Management: This task includes coordination, correspondence, and meetings with the City, North Idaho College, FEMA, Army Corps of Engineers, and other project stakeholders. It includes attendance and presentations at public meetings. It includes scoping, scheduling, communication, and tracking of the work of the subconsultant team as well as work within RYA. It also includes administration of the contract between the City and RYA as well as subconsultant agreements.
2. Additional Surveying – A small amount of additional field surveying (beyond that included in the Preliminary Assessment Phase scope) is anticipated to be needed in order to complete location of all of the trees that have been included in the tree inventory.
3. Interior Drainage Analysis: 44 CFR 65.10 requires an interior drainage analysis based on the joint probability of interior and exterior flooding. The analysis must determine the

ability of interior drainage facilities to evacuate flood waters and determine the extent of areas which may be flooded more than 1 foot.

There are two storm sewer systems that pass through the current levee area. The pumped outfall at the wastewater treatment plant is the most significant of these systems. Preliminary indications are that the capacity of the outfall is dependent only upon the storm water pumping station capacity and not upon the level of exterior flooding. Therefore, the analysis of this system will focus on a 100-year interior runoff event.

The second storm sewer system has an outfall which extends south to the lake from the intersection of Northwest Blvd/Sherman Ave and First St. This system has a branch that extends up Northwest Blvd through the current levee alignment. If the levee alignment does not change, it will be necessary to install a flap gate at the outfall of this system since there are no existing controls which would prevent the lake from backing up through the pipe underneath the levee. The analysis of this system will look at multiple cases: 100-year interior runoff, a lesser event during the 100-year exterior flood, and perhaps an intermediate event. The analysis will consider the use of temporary pumps to alleviate interior ponding and elimination of the levee penetration by diversion of the system into shallow injection wells.

There are two additional systems which originate along Northwest Blvd and discharge to the base of the road embankment where runoff from most storm events eventually infiltrates into the ground. These systems will be analyzed to determine ponding extents during the 100-year interior runoff event. Likewise, areas behind the levee which discharge to grass swales and/or drywells will also be analyzed to determine ponding extents during the 100-year interior runoff event.

The interior drainage analysis will be performed using EPA-SWMM software. The anticipated steps and manhours associated with each step are outlined in the attached worksheet. We will attempt to calibrate runoff models to observed flows at the wastewater treatment plant, if possible. A summary report of the analysis will be produced along with recommendations for improvements to alleviate theoretical ponding greater than 1 foot depth.

4. Vegetation Assessment: RYA's participation in the assessment of vegetation is anticipated to include the following:
  - a. Preparation of a map showing the location and inventory numbers of each tree assessed.
  - b. Observation and measurement of root balls in relation to existing grade during removal of an initial sample group of compromised trees.
  - c. Review each tree to determine whether it is located within the overbuilt portion of the levee or its proximity to floodwalls.
  - d. Assist Grace Tree Service with development of vegetation management criteria.

- e. Review areas where vegetation maintenance or removal may be needed, and with the help of Grace Tree Service and the City make initial recommendations for vegetation removal and maintenance to be performed.
  - f. Present findings to stakeholder groups and allow for input before finalizing vegetation management plan.
  - g. Prepare a vegetation management map showing locations where trees maintenance and removal is to occur.
5. Structural Engineering: RYA's structural engineer will perform structural review and calculations for the project to the extent needed for him to be comfortable in certifying the floodwall and closure structures of the levee system. Structural engineering tasks are anticipated to include:
- a. Determination of wave and impact loading among other more typical load calculations.
  - b. Review of the 2010 USACE Periodic Inspection Report, field assessment of floodwalls, and recommendations for minor structural repairs (i.e. wall cap at NIC).
  - c. Structural calculations and assistance in determining a solution for 6x6 I-beams that no longer fit in sleeves.
  - d. Observation of stop plank erection and recommendations for additional parts and improvements that may be necessary.
  - e. Structural calculations related to permanent closure of Opening #'s 14 and 15 and attachment to the rest of the existing floodwall.
  - f. Stability analysis of existing floodwalls including overturning and sliding.
  - g. Structural design of new floodwalls and/or closures at the upstream end of the project.
  - h. Research and review of record documents.
  - i. Site visits to observe existing structures.
6. Construction Drawings and Estimates: We anticipate the need to prepare construction drawings, specifications, and cost estimates for the following items. We assume that the plans will be assembled and bid as one project. Much of the backup work that will go into the plans is already included under structural design, interior drainage analysis, and vegetation analysis. Therefore the manhours and fees estimated are primarily for detailed design and drafting, specifications, and cost estimates.
- a. Tie-In to High Ground Improvements primarily at the upstream end of the levee but also including coordination with the City's Wastewater Department, HDR, Army Corps, and Geo Engineers to complete design of downstream tie to high ground improvements at the Wastewater Treatment Plant.
  - b. Closure Improvements
  - c. Drainage Improvements
  - d. Minor Structural Improvements
  - e. Vegetation Removal, Slope Restoration, Spot Parking Improvements
  - f. Accommodation of Existing Utilities

7. **As-Built Drawings of Areas not Impacted by Construction:** 44 CFR 65.10 requires that certified as-built plans of the levee must be submitted. Our approach will be to provide surveyed plan and profile drawings of the levee as it sits today with excerpts from the original construction drawings. As-built drawings of the items to be constructed under item #6 above will need to be supplied after construction.

**Operations and Maintenance Manual:** The City's current O&M Manual was prepared in 1946. Much of the information contained in the manual is still relevant, i.e. part lists and instructions for erecting closures. However, the entire manual needs to be updated based on the changes that have occurred in the area since 1946. The update will need to cover closure and alignment revisions and an action plan based on lake levels and observed time frame of closure and stop plank erection. Also, significant additions need to be made relating to vegetation management, operation of the storm water pumping station at the wastewater treatment plant, and possible need for temporary pumping setups.

RYA's estimated fee to perform the above work is **\$235,659**. A detailed breakdown of RYA's Opinion of Probable Costs is attached as a separate spreadsheet.

**Geo Engineers:**

Geo Engineers' detailed scope of work for the CLOMR Phase is attached as a separate document.

Geo Engineers' estimated fee for Hydraulic and Geotechnical Engineering services is **\$107,800**.

**Anderson-Perry & Associates:**

The scope of work to be performed by Anderson-Perry & Associates (AP) reflects up to four meetings in Couer d' Alene with the City and agencies between May and October 2013. Levee certification work to be performed by AP will include the following:

1. **Erosion Evaluation.** Engineering analyses will be performed to demonstrate that no appreciable erosion of the levee embankment can be expected during the base flood, as a result of either currents or waves, and that anticipated erosion will not result in failure of the levee embankment or foundation directly or indirectly through reduction of the seepage path and subsequent instability. The factors to be addressed in such analyses include, expected flow velocities (especially in constricted areas); expected wind and wave action; ice loading; impact of debris; slope protection techniques; duration of flooding at various stages and velocities; embankment and foundation materials; levee alignment, bends, and transitions; and levee side slopes. This evaluation is intended to meet 44 CFR 65.10 (B)(3).
2. **Operation Maintenance and Management (OM&M) Plan and Emergency Action Planning Assistance.** AP will assist RYA with preparation of updates to the OM&M Plan

and Emergency Action Plan. These documents ultimately must be adopted by the City prior to being submitted to FEMA. The OM&M Plan and Emergency Action Plan are intended to meet 44 CFR 65.10 (C) & (D).

3. CLOMR Preparation & Addressing Comments. AP will assist with preparing CLOMR documents including compiling MT-2 forms completed by other team members.
4. The City will prepare ESA Compliance Documentation and AP will assist with Vegetation Planning documents. Section 9 of the Endangered Species Act (ESA) prohibits anyone from “taking” or harming endangered species. The City will prepare documentation regarding endangered species impacts, or lack thereof, in compliance with Section 9 and/or Section 7(a)(2) of ESA. This documentation is intended to meet requirements of the CLOMR application. Vegetation Planning is anticipated to be required as part of the ESA documentation, AP will assist with preparing this document.
5. Project Assistance & Meeting Attendance. AP will assist with project decisions and preparation of documentation for submitting to USACE and FEMA for project approval.

AP’s estimated fee to perform the above work is **\$48,821.80**. AP’s Opinion of Probable cost is attached as a separate spreadsheet.

### **Grace Tree Service:**

A tree inventory was completed by Grace Tree Service as a part of the Preliminary Assessment Phase. The CLOMR Phase scope for Grace Tree Service is primarily related to development of a tree management plan. The objective of the management plan is to gather information about the trees that will help determine the feasibility of retaining the trees located on the levee. The management plan will assess the present condition of the trees; any risks the trees may pose due to structural defects; and the present maintenance requirements to insure healthy and safe trees.

### **Assignment:**

The tree management plan is divided into three categories.

- Tree condition assessment
- Tree risk assessment
- Tree maintenance requirements

### **Tree Condition Assessment**

The tree condition assessment will provide information about the overall health or condition of the trees. The condition assessment will also identify immediate maintenance items that need to be performed to enhance the trees present health and reduce future risk. This assessment will identify health issues such as leaf and needle color, leaf and needle density, growth restrictions, and overall health of the tree.

### **Tree Risk Assessment**

The tree risk assessment will identify indicators and defects that can affect the trees stability or increase the risk to the public. The risk assessment will be used to determine if trees need removed or any mitigation work needs performed to increase safety to an acceptable level. The risk assessment will be in accordance with the American National Standard Institute (ANSI) A300 (Part 9)-2011 Tree Risk Assessment and the International Society of Arboriculture Best Management Practices for tree risk assessment.

### **Tree Maintenance Requirements**

Based upon the tree condition assessment and the tree risk assessment a tree maintenance/mitigation program will be established. The tree maintenance program will specify individual trees that may need to be removed due to structural defects or location issues and specify other maintenance needs that will increase the trees longevity and health.

### **Recommendations**

The criteria necessary to perform these assessments needs to be agreed upon by the engineering team and other invested parties, and should not be left up to the arborist alone. It is my suggestion that I present recommendations based on industry standards to the team for approval before proceeding with the assessments. An overall management plan needs to be agreed upon before proceeding forward. I might recommend an onsite visit with the team to specifically discuss the tree issues.

### **Costs**

The initial cost estimate to develop the criteria that is specific to this project for condition assessment, risk assessment, and maintenance plan is \$1,500.00.

The cost estimate to perform the field work and assemble the reports for the three part management plan is \$15.00 per tree based on approximate 750 trees for a subtotal of \$11,250. Though 950 trees were inventoried, we have been directed to exclude trees initially identified for removal in the inventory phase as well as trees beyond the 15-foot offset from the levee prism.

An additional \$9,990 (111 hours at \$90/hour) should be budgeted for additional arborist services. This budget should be adequate to cover the following but is not limited to:

- Assistance with an initial tree removal plan. (Estimated time allotted- 15 hours)
- Observation of tree removal, and characterization of the root balls. (Estimated time allotted- 30 hours)
- Assisting engineers with developing a rating system that will be used to determine which trees need to be removed. (Estimated time allotted- 10 hours)
- Help with an overall maintenance plan and a long term management plan to be incorporated into the official O&M manual for the levee system. (Estimated time allotted- 50 hours)
- Attend and speak at meetings. (Estimated time allotted- 6 hours)

The total estimated costs for Grace Tree Service for this phase of work is \$22,740.

**Total Estimated Fees (Not to Exceed without Prior Authorization): \$415,021.**

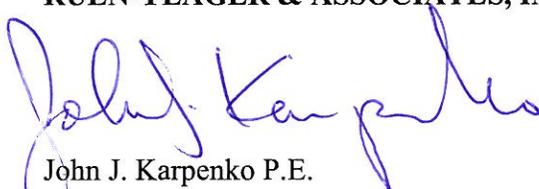
**Additional Services (specifically not included in scope):**

1. Root Scanning and More Extensive Vegetation Analysis
2. Construction Drawings for Projects More Extensive Than Anticipated
3. Bid and Construction Phase Services
4. USACE 408 Permitting
5. Vegetation Variance
6. ROW Dedication/Easements
7. Landscaping and Irrigation Plans
8. CLOMR Submittal Fee
9. City and/or County Floodplain Modification Fees as may be required
10. Construction Permits and Site Disturbance/Stormwater fees
11. Construction Management (pre-bid, bid award services, and contract management)
12. Construction Engineering, Surveying and Inspection services

**Schedule and Deliverables:**

We anticipate that the preparation of the CLOMR package will take approximately six months from authorization. FEMA review and response to comments may take another four to six months.

Sincerely,  
**RUEN-YEAGER & ASSOCIATES, INC.**



John J. Karpenko P.E.  
**Senior Project Engineer**

JJK/ab

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**Attachements-4, RYA's OPC, Geo- Engineers Scope and OPC, AP's OPC, Grace Tree Service Scope and OPC**



Project Name CDA Levee Certification  
 Billing Group Name \_\_\_\_\_  
 Project Description \_\_\_\_\_

Project No. \_\_\_\_\_  
 Billing Group No. \_\_\_\_\_

Project Manager EKO  
 Billing Group Manager EKO  
 Principal Manager DLR

Project Vicinity \_\_\_\_\_  
 Project Location \_\_\_\_\_

RYA Role \_\_\_\_\_  
Prime Consultant

Estimated Start Date 3/6/13  
 Estimated End Date \_\_\_\_\_  
 Billing Submittal Date \_\_\_\_\_  
 Billing Payment Date \_\_\_\_\_

Project Contact Gordon Dobler  
 Company City of Coeur d'Alene  
 Address 710 E Mullan Ave  
 City, State, Zip Coeur d'Alene, ID 83814  
 Phone 769-2216 Fax \_\_\_\_\_ Cell \_\_\_\_\_  
 Email \_\_\_\_\_

Primary Client \_\_\_\_\_  
 Subconsultants  
GeoEngineers  
Anderson-Perry  
Grace Tree Service  
Dr. Alison Berry  
Aerial Survey

Project Type Road/Highways  
 Client Type Local Government  
 Contract Format \_\_\_\_\_  
 Billing Format \_\_\_\_\_  
 Billing Cycle \_\_\_\_\_  
 Billing Rates \_\_\_\_\_

Billing Contact same  
 Company \_\_\_\_\_  
 Address \_\_\_\_\_  
 City, State, Zip \_\_\_\_\_  
 Phone \_\_\_\_\_ Fax \_\_\_\_\_ Cell \_\_\_\_\_  
 Email \_\_\_\_\_

Folder Types  
 Administration \_\_\_\_\_  
 Engineering PM \_\_\_\_\_  
 Surveying PM \_\_\_\_\_

version 11/17/11

Phase	Task	Description	Princ/ Sen Engr	Senior PE/ PLS	Project Mgr	PE/ PLS	Engr Tech	Planner	Inspect or	CADD Tech	Clerical	Survey Party Chief	Survey Crew 2-man	Total Labor \$	Consult Expen \$	Direct Expen \$	Travel Expen (days)	Total Expense \$	Total Cost \$
		<b>Project Management</b>																	
		During CLOMR Preparation 6 hrs/week			150									\$18,750					\$18,750
		During CLOMR Review 3 hrs/week			75									\$9,375					\$9,375
		<b>Subtotal</b>			225									\$28,125					\$28,125
		<b>Additional Surveying</b>																	
		Complete Tree Mapping				8							40	\$6,420					\$6,420
		<b>Subtotal</b>				8							40	\$6,420					\$6,420
		<b>Interior Drainage Analysis</b>																	
		Delineate Catchment Areas from Aerial Survey			4					24				\$2,503					\$2,503
		Field Measurement of Drainage Structures & Piping			4	8						72	16	\$8,692					\$8,692
		CAD Basemap			4					20				\$2,169					\$2,169
		SWMM Input - Catchments			16					24				\$4,003					\$4,003
		SWMM Input - Piping			16					24				\$4,003					\$4,003
		SWMM Input - Swales/Drywells			16					24				\$4,003					\$4,003
		Model Runs/Troubleshooting			16									\$2,000					\$2,000
		Calibration to Observed Data			16					16				\$3,335					\$3,335
		Detailed Focus/Mapping of Ponding Areas			16					40				\$5,338					\$5,338
		Recommendations/Report			16					8				\$2,668					\$2,668
		Address Agency Comments			16					16				\$3,335					\$3,335
		<b>Subtotal</b>			140	8				196		72	16	\$42,050					\$42,050
		<b>Vegetation Assessment</b>																	
		Inventory Map			2					8				\$918					\$918
		Observation and Measurement During Initial Tree Removal			16									\$2,000					\$2,000
		Tree/Levee Geometry Review			12					32				\$4,171					\$4,171
		Assist w/ Development of Vegetation Management Criteria			24									\$3,000					\$3,000
		Initial Recommendations for Removal & Maintenance			24									\$3,000					\$3,000
		Stakeholder Input			12									\$1,500					\$1,500
		Vegetation Management Map			2					8				\$918					\$918
		<b>Subtotal</b>			92					48				\$15,506					\$15,506
		<b>Structural Engineering</b>																	
		Wave & Impact Loads/Load Development			16	12								\$3,500					\$3,500
		Field Assessment, Review of USACE Inspection, Minor Structural Recommendations			16	8								\$3,000					\$3,000
		6x6 I-Beams			16	8								\$3,000					\$3,000
		Stop Plank Erection			40	8								\$6,000					\$6,000
		Closure Design at Openings 14/15			20	4								\$3,000					\$3,000
		Stability Analysis - Overturning & Sliding			40	4								\$5,500					\$5,500
		Upstream Tie Wall Design			16	4								\$2,500					\$2,500
		Research			20									\$2,500					\$2,500
		Site Visits			20									\$2,500					\$2,500
		<b>Subtotal</b>			204	48								\$31,500					\$31,500
		<b>Construction Drawings, Specifications, and Estimates</b>																	
		Tie-In to High Ground Imp			100					80				\$19,177					\$19,177
		Closure Imp			16					24				\$4,003					\$4,003
		Drainage Imp			80					80				\$16,677					\$16,677
		Minor Structural Imp			16					24				\$4,003					\$4,003
		Vegetation Removal, Slope Restoration, Spot Parking Imp			160					160				\$33,354					\$33,354
		Accommodation of Utilities			40					24				\$7,003					\$7,003
		Cost Estimates			24					8				\$3,668					\$3,668
		<b>Subtotal</b>			436					400				\$87,884					\$87,884
		<b>As-Built Drawings of Areas not Impacted by Construction</b>																	
		Plan and Profile Drawings			16					40				\$5,338					\$5,338
		Excerpt Appropriate Items from 1940 Plans			8	8				16				\$3,335					\$3,335
		<b>Subtotal</b>			8	24				56				\$8,674					\$8,674
		<b>Operations and Maintenance Manual</b>																	
					24	100								\$15,500					\$15,500
		<b>Subtotal</b>			24	100								\$15,500					\$15,500
		<b>Total</b>			236	1065	16			700		72	56	\$235,659					\$235,659
		Billing Rates	\$155	\$125	\$125	\$112	\$107	\$67	\$100	\$83	\$58	\$71	\$138	100%	115%	115%	\$123	100%	100%
		<b>Total \$</b>			\$29,500	\$133,125	\$1,798			\$58,422	\$5,085	\$7,730		\$235,659					\$235,659

Project Manager: EKO  
 Reviewed By: \_\_\_\_\_

Total Retainer **\$235,659**

May 8, 2013

Ruen-Yeager & Associates, Inc.  
3201 North Huetter Road, Suite 102  
Coeur d'Alene, Idaho 83814

Attention: Eric Olson, PE

Subject: Proposed Scope of Services  
Hydraulics, Hydrology & Geotechnical Engineering  
City of Coeur d'Alene Levee Re-Certification  
Coeur d'Alene, Idaho  
File No. 8356-008-00

## **OVERVIEW**

GeoEngineers completed an initial investigation to support the development of this proposed scope of services. These services were performed under Task 0100 as identified in our consultant agreement with Ruen-Yeager and Associates, Inc. (R-Y) dated March 11, 2013. It is understood that R-Y and GeoEngineers will add the following services, herein identified as Tasks 2 and 3, as an extension of this existing agreement. Furthermore, it is understood that Anderson-Perry & Associates (AP) will compile and submit the information from all the team members to FEMA.

## **HYDROLOGIC AND HYDRAULIC STUDY APPROACH**

### **General**

The purpose of our services is to demonstrate compliance with FEMA's policy regarding available levee freeboard and Base Flood Elevations (BFEs) to support submittal and approval through FEMA's Conditional Letter of Map Revision (CLOMR) process. The comparison between the BFEs identified in the Effective Flood Insurance Study (FIS) and on the Effective Flood Insurance Rate Maps (FIRMs) will be performed for the City of Coeur d'Alene Flood Works (flood works) at the entrance of the Spokane River immediately downstream of Lake Coeur d'Alene.

In an e-mail correspondence, a representative from STARR, FEMA's reviewing consultant, stated the BFEs on the Effective FIRMs can be used to document the freeboard requirement is met. Therefore we do not propose additional hydraulic modeling and the BFEs identified on the effective FIRM, dated May 3, 2010 will be used to document the freeboard requirement is met. We are recommending this no-modeling approach with the intention of preventing a spiraling series of events in which FEMA could potentially

require the City to: acquire additional bathymetric data, develop several different hydraulic models and ultimately re-map a number of FIRMs for areas beyond the area of true concern, which is the leveed area in the vicinity of North Idaho College (NIC). In short, GeoEngineers' Hydrologic- and Hydraulic-related services will be limited to: a) simply comparing known BFEs to existing, and if necessary proposed, levee elevations and b) providing support to our geotechnical engineers and the larger project team. A change in scope and budget will be required should additional services and deliverable be required.

### Services Completed as Part of this Initial Site Investigation

GeoEngineers completed the following Hydrologic and Hydraulic (H&H) related services to date to support the development of this proposed scope of services. These services were performed under Task 0100 as identified in our consultant agreement with Ruen-Yeager and Associates, Inc. dated March 11, 2013. Specifically, GeoEngineers' hydraulic engineers performed the following:

- Reviewed readily available existing information, including in-house reports, reports by others provided by the City of Coeur d'Alene and appropriate FEMA and USACE documents. This included FEMA's FIS and FIRM. This also included the construction drawings for the existing levee.
- Ordered from FEMA the supporting technical information upon which the FIS and FIRM were based. This includes readily available maps, calculations, reports and electronic copies of hydraulic models associated with the levee. We discussed the project with FEMA and the consulting team. We obtained the effective HEC-RAS hydraulic model from FEMA and reviewed it for adequacy regarding a demonstration of available freeboard of the flood works. The available effective hydraulic model is described in detail below in the Available Effective Model section of this scope.
- Conducted a site reconnaissance with the project team and the City on March 15, 2013 to evaluate the current condition of the flood works. We completed a preliminary visual evaluation of the condition of levee components to facilitate future hydraulic modeling efforts. GeoEngineers' lead hydraulics engineer and staff-level engineer participated in this reconnaissance effort.
- Developed with the project team a detailed work plan and associated schedule scope and budget. The following scope of services, schedule and budget constitute these deliverables; the City's acceptance of which indicates the satisfactory completion of our previous contractual commitment.

### TASK 2.0 HYDROLOGIC AND HYDRAULIC SUPPORT PROPOSED SCOPE OF SERVICES

GeoEngineers will perform the following limited services:

- Comparing known BFEs to existing, and if necessary proposed, levee elevations
- Providing technical support to our geotechnical engineers and the larger project team
- Providing documentation in support of the CLOMR including the completion of the hydrologic and hydraulic portions of FEMA MT2 forms (levee certification documentation forms) and other parts of the submittal as needed. It is understood that Anderson-Perry & Associates will compile and submit the information from all the team members to FEMA.

Coordinate with project team, City and FEMA and address comments and revise submittal as needed. We will endeavor to complete the certification with as few reviews as possible. However, levee certification reviews can be subjective, and regulations can be interpreted in different ways by different reviewers. We have budgeted for one round of comments and associated minor edits to reports.

## GEOTECHNICAL STUDY APPROACH

### General

The purpose of our services is to conduct subsurface explorations and laboratory testing as a basis for the analysis and certification of levees that comprise the City of Coeur d'Alene Flood Works. The levees are located on the north bank of Lake Coeur d'Alene and extend to the north on the east bank of the Spokane River for approximately 3,000 feet as the river flows from the lake. The levees are about 6,900 feet long and the crest elevation is at approximately Elevation 2,146 feet. The area protected by the levees includes the south west section of downtown Coeur d'Alene and North Idaho College. A vicinity map is provided as Figure 1, a site plan is provided as Figures 2 through 5.

The flood works in the eastern 2,350 feet of the levees currently consist of I-Walls constructed of sheet piles. The concrete cap of I-Walls are at about Elevation 2,140 to 2142 feet, but can be raised with wood lagging extensions up to Elevation 2,146 feet to provide protection during floods. The flood works in the center 3,200 feet of the system consist of an earth berm levee. The north 1,350 feet of the system adjacent to the Spokane River consists of a combination of sheet pile I-Walls and earth berm levees.

The flood works were constructed in the early 1940's by the U.S. Army Corps of Engineers (USACE). The Corps has provided inspections and certifications of the levee system since that time. In August 2013 the current levee certification will expire. The Corps notified the City that it would not be certifying the levees for providing flood protection under the National Flood Insurance Program (NFIP). We understand from conversations with the Seattle District of the Corps that the decision not to certify the levees was based on a policy change, not based on perceived deficiencies in the structure of the levees.

The latest routine inspection of the levees determined that the levees were ineligible for federal levee repair funds under the PL 84-99 program due to large woody vegetation on and near the levees, specifically large mature trees. In the past, the Seattle District of the Corps has had a variance from the vegetation requirement. With the change in policy, this variance may no longer be in effect and there is currently some uncertainty about the ability to keep woody vegetation on or near certified levees. The City wishes to keep as many trees as possible on the levees near the City Beach and lake, and also maintain eligibility in the PL 84-99 program.

Our geotechnical analysis, levee evaluation and certification will be based primarily on USACE guidance documents including:

- USACE Engineering Circular EC 1110-2-6067 "USACE Process for the National Flood Insurance Program (NFIP) Levee System Evaluation;"
- USACE Engineering Manual EM 1110-2-1913 "Design and Construction of Levees;" and
- USACE Engineering Manual EM 1110-2-2504 "Design of Sheet Pile Walls."

### Services Completed as Part of this Initial Site Investigation

GeoEngineers completed the following geotechnical-related services to date to support the development of this proposed scope of services. These services were performed under Task 0100 as identified in our consultant agreement with Ruen-Yeager and Associates, Inc. dated March 11, 2013. Specifically, GeoEngineers' geotechnical engineers performed the following:

- Reviewed existing information, including in-house reports, reports by others provided by the City of Coeur d'Alene and appropriate Federal Emergency Management Agency (FEMA) and U.S. Army Corps of Engineers (USACE) documents.
- Conducted a site reconnaissance on March 15, 2013 to evaluate the current condition of the flood works. We provided a preliminary evaluation of the structural condition of levee components and the ability to access the levee for maintenance or flood fighting.
- Evaluated the anticipated peak ground accelerations in accordance with USACE Engineering Manual EC 1110-2-6067 and determine if detailed seismic stability evaluations are required.
- Developed this geotechnical work plan for review by FEMA, USACE, and the City of Coeur d'Alene.

### Geologic Setting

We reviewed the Geologic Map of the Coeur d'Alene 30 by 60 Minute Quadrangle, Idaho (Lewis, R.S. et al.; 2002). The soils mapped at the levee site and in the area of North Idaho College are Alluvial deposits (Qa). Alluvial deposits are described as "stratified poorly sorted, and laterally discontinuous beds of sandy gravel with sand and silt lenses." The soils mapped to the north east of the site, and likely underlying the alluvial deposits, are Gravel of Coeur d'Alene (Qgcd). These soils are described as "mixed deposits of poorly to moderately sorted, stratified cobbly sand and sandy gravel."

### Required Subsurface Information

USACE Engineering Manual 1110-2-1913 "Design and Construction of Levees" and EM 1110-2-2504 "Design of Sheet Pile Walls" both have guidelines for subsurface explorations and soils testing. "Design and Construction of Levees" document suggests that explorations be completed every 200 to 1,000 feet along the levee alignment. Both manuals suggest that explorations should extend through permeable material and into impermeable material. Based on our understanding of the geologic conditions at the site, the depth to impervious material could be on the order of a hundred feet deep.

In our experience, the seepage and stability characteristics of a levee or a levee foundation are primarily dependent on soils closer to the ground surface. Typically these analyses are most sensitive to soil variations within the levee prism and within the levee foundation for a depth equal to about two times the height of the levee or equal to the crest width. Typically seepage and stability analyses of sheet pile I-Walls are most sensitive to the soils near the surface and within two times the embedment depth. Based on the geometry of the flood control works, it is our opinion that explorations should extend to about Elevation 2,100 feet where sheet pile flood walls are used and through the levee fill to about Elevation 2,110 feet where earth berms are used. This results in boring depths between 35 and 45 feet depending on the surface elevation. Additional depth will be required along the east bank of the Spokane River where piping and scour may be a design issue. These borings will be 55 feet deep.

Both USACE documents suggest that soils testing for permeable soils include: visual classification of all samples, in-situ density and relative density determinations, gradation, and shear strength. In our opinion these are appropriate for determining pertinent engineering properties of the site soils.

### **Existing Subsurface Information**

We reviewed ten documents provided by Ruen Yeager, the City of Coeur d'Alene, and several discovered through our research. Some of the documents include subsurface information near the levee alignment and are directly relevant to the project. Other documents are available from the vicinity and may be useful in determining general characteristics of geologic units in the area. The approximate locations of select explorations from these documents are shown in Figures 2 through 5. A summary of the documents and the information within these documents is provided in the tables below.



**SUBSURFACE INFORMATION NEAR THE LEVEE (DIRECTLY RELEVANT)**

Document; Author	Date of Study	Pertinent Information
Coeur d'Alene Spokane River Idaho Protective Works; USACE	1940	Twenty-five borings within the levee foundation extending to about Elevations 2,130 and 2,120 feet. Includes non-standard visual descriptions of soils.
Bowen Office Building; Budinger	1984	Four borings at the northern extent of the levee extending as deep as Elevation 2,104 feet. Includes: non-standard penetration tests, gradations, shear strength tests, and a consolidation test.
Educational Corridor; Strata	2011	One boring within the levee prism extending to depth of 11 feet. Includes standard penetration tests.
Coeur d'Alene WWTP; Strata	2009	Two borings within 75 feet of the levee prism extending to 30 to 36 feet below ground surface. Includes standard penetration tests and gradations.
Coeur d'Alene WWTP; Budinger	1983	Three borings within 75 feet of the levee prism extending to Elevation 2,115 feet. Includes standard penetration tests.
Idaho Water Resources Research Institute	1992	Two monitoring wells installed at the toe of the levee prism. Includes groundwater measurements.

**SUBSURFACE INFORMATION ADJACENT TO THE LEVEE (BACKGROUND INFORMATION)**

Document	Date of Study	Pertinent Information
North Idaho College Student Housing; GeoEngineers	2001	Twelve test pits located about 550 feet east of the levee. Includes gradations of native soils.
North Idaho College Health and Sciences Building; Kleinfelder	2002	Three borings extending as deep as 29 feet below ground surface and four test pits located about 200 feet east of levee. Includes limited gradations and Atterberg limits.
North Idaho College Science Building; Shannon & Wilson	1972	Two borings extending to Elevation 2,101 feet and five test pits located about 150 feet north of levee. Includes standard penetration tests, limited gradations, and relative density determinations.
Lake Tower Apartments; Shannon & Wilson	1974	Four borings extending between to Elevations 2,102 and 2,130 feet. Includes standard penetration tests, and gradations.
Educational Corridor; Strata	2011	Nine borings located within 800 feet east of levee extending to 11 feet below ground surface. Includes standard penetration tests.
Coeur d'Alene WWTP; Strata	2009	Twelve borings and six test pits located within 400 feet east of the levee. Includes standard penetration test and gradations.
Coeur d'Alene WWTP; Budinger	1983	Four borings within 150 feet of the levee. Includes standard penetration tests.

The existing data does not include information on the density or composition of the levee fill with the exception of one exploration from the Educational Corridor study which does not appear to fully extend through the levee fill. Additionally, there is not consistent subsurface data from the levee foundation alignment that includes densities or standard material descriptions. It is our opinion that the level of detail in the existing subsurface information does not meet the current standard of care for levee design and analysis. Additional explorations will be required for certification.

### Proposed Exploration Program

The purpose of our explorations will be to determine strength and permeability characteristics of the levee embankment and foundation soils. We propose completing a total of 10 hollow stem auger borings to between 35 and 55 feet below ground surface. The proposed locations of the explorations are provided on Figures 2 through 5.

We propose using Standard Penetration Tests (SPTs) to determine relative density. We will complete gradation analyses on about one third of the recovered samples. We will use the gradation data to correlate to permeability and we will use the density and gradation data to correlate to shear strength parameters.

### Proposed Analysis

We propose completing analyses on at least 11 separate cross-sections. The general location of our proposed analysis cross-sections are shown on the attached map, Figures 2 through 5. A summary of the cross sections is provided in the following table.

Cross Section	Levee Type	Purpose
Section A-A'	I-Wall	Evaluate the upstream tie in.
Section B-B'	I-Wall	Evaluate I-Walls with vegetation (trees) on the protected side.
Section C-C'	I-Wall	Evaluate a typical I-Wall section on the east end of the levee.
Section D-D'	I-Wall/Earth Berm	Evaluate the transition between I-Walls and Earth Berm levees.
Section E-E'	Earth Berm	Evaluate the earth berm levee where the crest is the most narrow and the side slopes are the steepest.
Section F-F'	Earth Berm	Evaluate the earth berm where the landside elevation is the lowest.
Section G-G'	Earth Berm	Evaluate the earth berm where seepage has been observed during high water.
Section H-H'	I-Wall	Evaluate a typical I-Wall section on the north end of the levee.
Section I-I'	Earth Berm	Evaluate a typical earth berm section on the north end of the levee.
Section J-J'	Earth Berm	Evaluate the downstream tie in.
Section K-K' (Section not shown on figure, location to be determined)	I-Wall	All levee openings are designed with the same modified T-Wall detail. We will analyze one of the 12 openings using conservative soil conditions.

Additional cross-sections may be required based on variations in subsurface conditions discovered during our explorations.

### Levee Stability Analysis with Regards to Vegetation

The Coeur d'Alene Flood Works currently has large mature trees growing adjacent to levee I-Walls and growing on and adjacent to earth berm levees. Current USACE guidelines require the removal of all woody vegetation over two inches in diameter from levees. The City of Coeur d'Alene and Northern Idaho College want to retain as many trees as possible while maintaining the stability of the levee and achieving levee certification.

The earthen levees are generally taller and wider than is required to meet the USACE minimum recommended levee dimensions for 100-year flood protection. We propose that the levees be analyzed assuming either the minimum recommended levee dimensions or the minimum dimensions required to maintain the required stability and freeboard. Any embankment fill that extends beyond the minimum levee prism required for seepage resistance and slope stability, will be considered an “over-built” portion of the levee where tree roots can penetrate without damaging the functional portion of the levee. We will also analyze the full levee design section and evaluate the potential for sloughing of the overbuilt portions to impact the levee prism.

We will evaluate the I-Wall levees adjacent to trees by conservatively assuming that the trees have toppled and removed a large root ball with soil. We will also complete a sensitivity analysis assuming that the tree roots increase or decrease the permeability and/or strength of the surrounding soils.

As part of our evaluation, we will provide recommendations for removal of specific trees that, in our opinion, could reduce the stability of the levees. We will also provide recommendations for the monitoring and maintenance of remaining trees and vegetation to reduce the potential that the remaining trees will develop into stability or seepage issues in the future.

### Seismic Stability Evaluation

USACE Engineering Manual EC 1110-2-6067 states that the seismic stability evaluation of the levee should be based on a 1 percent annual chance of exceedence (100-year return period) earthquake. If the predicted peak ground acceleration (PGA) for the 100-year earthquake is less than 0.1g, no evaluation is required. Based on the United States Geological Survey (USGS) ground motion database (<https://geohazards.usgs.gov/deaggint/2008/>), the 108-year return period PGA at the site is 0.023g. Accordingly, we will not include seismic evaluation of the levee in our analyses and will not include seismic design parameters for the structural evaluation of floodwalls.

## TASK 3.0 GEOTECHNICAL PROPOSED SCOPE OF SERVICES

### Sub-Task 3.1 Subsurface Explorations and Soil Testing

- Coordinate clearance and location of existing underground public utilities in the project area. We will contact the “One Call” service prior to beginning explorations. We request that the City of Coeur d’Alene and North Idaho College personnel also confirm that exploration locations are clear of City or University owned underground utilities.
- Complete up to 10 subsurface explorations along the levee alignment and at the levee landside toe. The borings will be advanced using hollow stem auger drilling techniques. Our proposed exploration locations and depths are shown on the attached figure. We have assumed the proposed locations are accessible with truck mounted drill rigs and that traffic control will not be required for our explorations. Our budget estimate assumes 10 explorations and a total of 450 linear feet of drilling.
- Complete laboratory tests on representative samples of the soils. We anticipate our laboratory program will include tests for moisture content, Atterberg Limits, and gradations, as appropriate. We have budgeted for completing gradation analyses on one third of the recovered samples.

### Sub-Task 3.2 Analysis of Existing Levees

- Complete stability and seepage analyses for existing and proposed earthen levee cross sections under each of the following conditions as outlined in USACE Document “Design and Construction of Levees”: End of Construction, Steady State Seepage during Full Flood Stage, and Sudden Drawdown. We anticipate developing up to 14 design cross-sections. Eleven cross sections are proposed in the work plan above; the additional three cross sections have been budgeted to account for varying subsurface conditions that could be revealed during our study.
- Complete a settlement analysis of the levee embankment that assesses the potential settlement of the levee and reduced freeboard over time.
- Provide geotechnical engineering support for the analysis of existing levee walls and other flood works structures. We will provide lateral earth pressures in general accordance with design guidelines outlined in USACE Engineering Manual EM 1110-2-2504, “Design of Sheet Pile Walls”

### Sub-Task 3.3 Engineering Design Support

- Develop geotechnical design recommendations for levee improvements, as needed, including site preparation, levee materials, compaction requirements, embankment slopes, geosynthetic reinforcement for steeper slopes, and design earth pressures for additional flood walls or retaining structures if necessary. We have budgeted for geotechnical design of minor levee modifications including the new levee construction north of the Waste Water Treatment Plant and two or three additional locations.

### Sub-Task 3.4 FEMA Submittal Documentation

- Prepare a Geotechnical Levee Certification Report summarizing the results of our field exploration program, laboratory testing, our analyses, and providing our conclusions and recommendations. Our geotechnical report will be part of the submittal to FEMA.
- Assist the City of Coeur d’Alene in revising the Operations and Maintenance manual. The Operations and Maintenance manual will specifically address the maintenance and inspection processes required to safely maintain trees and vegetation on the levees. Preparation of the manual will require close cooperation with City of Coeur d’Alene public works, engineering, and maintenance personnel. The Operations and Maintenance manual will also require formal adoption from the Coeur d’Alene City Council or other appropriate governing body.
- Prepare geotechnical portions of FEMA MT2 forms (levee certification documentation forms) and other parts of the submittal as needed.
- Address comments and revise submittal as needed. We will endeavor to complete the certification with as few reviews as possible. However, levee certification reviews can be subjective, and regulations can be interpreted in different ways by different reviewers. We have budgeted for one round of comments and associated minor edits to reports.

## ESTIMATED FEE

The estimated fee for the above referenced work is shown in Table 1. These services will be bill on a time and expense basis in accordance with the Schedule of Charges, which is attached and constitutes part of this agreement. The fees presented are an estimate based an anticipated analysis, design and reporting



efforts and our standard Schedule of Charges. It should be emphasized that the Tasks 2 services are very approximate and are based on the assumption that our H&H efforts will be very limited. We will respond to requests for additional information and comments from the team and by FEMA. We endeavor to keep you apprised of project status and conditions that may significantly affect our scope and fee estimate.

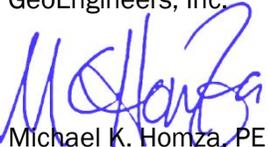
**TABLE 1. ESTIMATED FEE**

Sub-Task	Description	Fee
Task 2.0	H&H Subtotal	<b>\$9,300</b>
3.1	Subsurface Exploration and Soil Testing	\$41,300
3.2	Analysis of Existing Levees	\$23,500
3.3	Engineering Design Support	\$19,000
3.4	FEMA Submittal Documentation	\$14,700
Task 3.0	Geotechnical Subtotal	<b>\$98,500</b>
<b>Project Total</b>		<b>\$107,800</b>

## TERMS AND CONDITIONS

We propose to perform the above-noted services under the terms and conditions specified in our March 11, 2013 agreement. Our services will be completed in accordance with mutually agreed-upon and negotiated terms between Ruen-Yeager & Associates, Inc. and GeoEngineers. We understand that authorization for GeoEngineers to proceed with the scope of services proposed herein will be provided under our agreement with Ruen-Yeager & Associates, Inc.

Sincerely,  
GeoEngineers, Inc.



Michael K. Homza, PE  
Associate

US:MKH:GMD:mlh

Attachments:

Figure 1. Vicinity Map

Figures 2 through 5. Site Plan

Schedule of Charges—Boise 2013

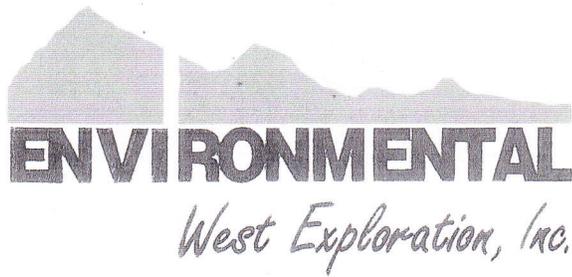
One copy submitted electronically

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**CLIENT:** GEO ENGINEERS

**ADDRESS:** 523 E. SECOND AVE. SPOKANE, WA 99202

**CONTACT:** ERIK ARNSON

**PHONE:** 363-3125

**E-MAIL:** earnson@geoengineers.com

**JOB DESCRIPTION:** (10) QTY 50' SOIL BORINGS - H.S.A.

**JOB LOCATION:** COEUR D'ALENE, ID

**BID DATE:** 04/08/2013

<b>DRILLING:</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>TOTAL</b>
MOB H.S.A.	1 LS	\$ 500.00 LS \$	500.00
EXTRA SPT SAMPLES	20 EA	\$ 15.00 EA \$	300.00
H.S.A. FT RATE 4.25" ( ' MIN FT CHG) <i>SPT</i> <i>Samples Included in FT Rate at 5 Ft. Intervals</i>	500 FT	\$ 22.00 FT \$	11,000.00
SHELBY TUBE SAMPLES	2 EA	\$ 45.00 EA \$	90.00
HOLEPLUG	225 BGS	\$ 15.60 BG \$	3,510.00
DECON, ABANDONMENTS, MOVING BETWEEN HOLES, SITE RECLAMATION EST. HRS (H.S.A.)	14 HRS	\$ 295.00 HR \$	4,130.00
STEAM CLEANER	5 DYS	\$ 175.00 DY \$	875.00
SUPPORT TRUCKS	5 DYS	\$ 450.00 DY \$	2,250.00
STANDBY CLIENTS REQUEST	HR	\$ 350.00 HR \$	-
DEMOB TO SPOKANE	1 LS	\$ 400.00 LS \$	400.00
<b>DRILLING ESTIMATE</b>		<b>\$</b>	<b>23,055.00</b>
<b>TOTAL (DOES NOT INCLUDE SALES TAX IF APPLICABLE)</b>		<b>\$</b>	<b>23,055.00</b>

**PLEASE NOTE:**

- 1) CLIENT TO PROVIDE ALL INGRESS AND EGRESS TO DRILL SITES.
- 2) CLIENT TO PROVIDE ALL UTILITY LOCATES
- 3) PRICES VALID FOR 90 DAYS FROM TODAY'S DATE
- 4) ALL IDW TO BE TEMPORARILY DRUMMED AND MOVED OFF SITE TO EMPTY

Map Revised: 15 April 2013 mformolo

Path: \\BOI\Projects\18356008\00\GIS\1835600800-F1-VM.mxd

Office: BOI



**Notes:**

1. The locations of all features shown are approximate.
2. This drawing is for information purposes. It is intended to assist in showing features discussed in an attached document. GeoEngineers, Inc. can not guarantee the accuracy and content of electronic files. The master file is stored by GeoEngineers, Inc. and will serve as the official record of this communication.
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Data Sources: ESRI Data & Maps

Resolution No. 13-037

Projection: NAD 1983 StatePlane Idaho West FIPS 1103 Feet

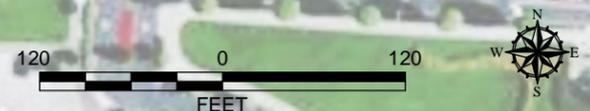
**Vicinity Map**

**Coeur d' Alene Levee Recertification  
Coeur d' Alene, Idaho**

**GEOENGINEERS**



Attachment **Figure 1**



**Notes**

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Resolution No. 13-037  
Reference: Aerial image obtained from ESRI Maps & Data.

**LEGEND**

<b>PROPOSED 55' BORING</b>		PROPOSED BORING	<b>WELL LOG AIP-001</b>		EXISTING WELL
<b>B-1 STRATA 2009</b>		EXISTING BORING	<b>DH-2 S&amp;W 1972</b>		EXISTING BORING
<b>USACE HOLE #19</b>		USACE BORING	<b>A</b>		PROPOSED SECTION
<b>TP-4 STRATA 2004</b>		EXISTING TEST PIT			

<b>Site Plan</b>	
Coeur d'Alene Levee Recertification Coeur d'Alene, Idaho	
<b>GEOENGINEERS</b>	<b>Figure 2</b> Attachment A

LJS : MGF

\\BOI\Projects\8356008\00\CAD\BA\SES\835600800-IMG.dwg\TAB.F3 modified on Apr 15, 2013 - 12:52pm



Notes

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Resolution No. 13-037  
 Reference: Aerial image obtained from ESRI Maps & Data.

LEGEND

<b>PROPOSED 55' BORING</b>		PROPOSED BORING	<b>WELL LOG AIP-001</b>		EXISTING WELL
<b>B-1 STRATA 2009</b>		EXISTING BORING	<b>DH-2 S&amp;W 1972</b>		EXISTING BORING
<b>USACE HOLE #19</b>		USACE BORING			PROPOSED SECTION
<b>TP-4 STRATA 2004</b>		EXISTING TEST PIT			



<b>Site Plan</b>	
Coeur d'Alene Levee Recertification Coeur d'Alene, Idaho	
<b>GEOENGINEERS</b>	<b>Figure 3</b> Attachment A

MATCHLINE FIGURE 3

MATCHLINE FIGURE 5

LJS: MGF

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Notes

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Resolution No. 13-037  
Reference: Aerial image obtained from ESRI Maps & Data.

LEGEND

<b>PROPOSED 55' BORING</b>		PROPOSED BORING	<b>WELL LOG AIP-001</b>		EXISTING WELL
<b>B-1 STRATA 2009</b>		EXISTING BORING	<b>DH-2 S&amp;W 1972</b>		EXISTING BORING
<b>USACE HOLE #19</b>		USACE BORING			PROPOSED SECTION
<b>TP-4 STRATA 2004</b>		EXISTING TEST PIT			

Site Plan

Coeur d'Alene Levee Recertification  
Coeur d'Alene, Idaho

**GEOENGINEERS** Attachment A **Figure 4**

LJS : MGF

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Notes

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Resolution No. 13-037  
 Reference: Aerial image obtained from ESRI Maps & Data.

LEGEND

<b>PROPOSED 55' BORING</b>		PROPOSED BORING	<b>WELL LOG AIP-001</b>		EXISTING WELL
<b>B-1 STRATA 2009</b>		EXISTING BORING	<b>DH-2 S&amp;W 1972</b>		EXISTING BORING
<b>USACE HOLE #19</b>		USACE BORING			PROPOSED SECTION
<b>TP-4 STRATA 2004</b>		EXISTING TEST PIT			



Site Plan

Coeur d'Alene Levee Recertification  
 Coeur d'Alene, Idaho



Attachment A  
**Figure 5**

## Schedule of Charges – 2013

### COMPENSATION

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement. Current rates are:

#### Professional Staff

Staff 1 Engineer/Scientist/Analyst	\$	90/hour
Staff 2 Engineer/Scientist/Analyst	\$	100/hour
Staff 3 Engineer/Scientist/Analyst	\$	110/hour
Engineer/Scientist/Analyst 1	\$	115/hour
Engineer/Scientist/Analyst 2	\$	120/hour
Senior Engineer/Scientist/Analyst 1	\$	140/hour
Senior Engineer/Scientist/Analyst 2	\$	150/hour
Associate	\$	165/hour
Principal	\$	190/hour
Senior Principal	\$	210/hour

#### Technical Support Staff

Administrator 1	\$	60/hour
Administrator 2	\$	65/hour
Administrator 3	\$	70/hour
CAD Technician	\$	75/hour
CAD Designer	\$	85/hour
CAD Design Coordinator	\$	90/hour
Technician	\$	46/hour
Senior Technician	\$	58/hour
Lead Technician	\$	65/hour
Environmental Technician	\$	75/hour

#### Software Development Staff

Database Architect/Analyst	\$	160/hour
Senior Database Architect/Analyst	\$	180/hour
Business Analyst	\$	160/hour
Senior Business Analyst	\$	180/hour
Software Architect/Developer	\$	180/hour
Senior Software Architect Developer	\$	200/hour
IT Project Manager	\$	200/hour
Senior IT Project Manager	\$	225/hour

Contracted professional and technical services will be charged at the applicable hourly rates listed above. Staff time spent in depositions, trial preparation and court or hearing testimony will be billed at one and one-half times the above rates. Time spent after normal working hours, on weekends, or on holidays, at the specific request of Client, will be charged at the above rates plus 25 percent. Time spent in either local or inter-city travel, when travel is in the interest of this contract, will be charged in accordance with the foregoing schedule. Rates for data storage and web-based access will be provided on a project-specific basis.

#### In-House Disposable Field Supplies

Routinely used field supplies stocked in-house by GeoEngineers, at current rates, list available upon request.

#### Associated Project Costs (APC)

Computer hardware and software, telephone and fax communications, printing and photocopying and routine postage via USPS will be charged at a flat rate of 6 percent of labor charges.

All rates are subject to change upon notification.

Attachment "A"

**Equipment**

Air Quality Equipment, per day	\$	150.00
Environmental Exploration Equipment, per day	\$	175.00
Geotechnical Exploration Equipment, per day	\$	125.00
Groundwater Monitoring Equipment, per day	\$	240.00
Operations and Maintenance Equipment, per day	\$	250.00
Special Inspection and Testing Equipment, per day	\$	15.00
Water Quality Equipment, per day	\$	150.00
	\$	

**Specialized Equipment**

Crack Gauges, per gauge	\$	30.00
Data Logger with Transducers, per day	\$	100.00
Disposable Bailers, each	\$	15.00
GPS Unit, per day	\$	100.00
Level C PPE, per day	\$	25.00
Nuclear Density Gauge, per hour (4-hour daily min.)	\$	10.00
Padlocks, each	\$	15.00
pH Meter (per day)	\$	15.00
Scuba Diving Equipment, per day, per diver	\$	250.00
Slope Indicator, per day (1 day min.)	\$	200.00
Soil Samples (in Rings), per sample	\$	5.00
Soil Samples (in Sleeves), per sample	\$	8.00
Underwater Camera – Still, per day	\$	50.00
Underwater Camera – Video, per day	\$	150.00
Vehicle usage, per mile, or \$60/day, whichever is greater	\$	0.75
Vehicle - 4-wheel drive truck, per day (1 day min.)	\$	80.00
Water Filters, each	\$	30.00
Miscellaneous Field Equipment, at current rates, list available upon request, per day	\$	20.00

*Specialized equipment will be quoted on a per-job basis.*

**OTHER SERVICES, SUPPLIES AND SPECIAL TAXES**

Charges for services, equipment, supplies and facilities not furnished in accordance with the above schedule, and any unusual items of expense not customarily incurred in our normal operations, are charged at cost plus 15 percent. This includes shipping charges, subsistence, transportation, printing and reproduction, miscellaneous supplies and rentals, surveying services, drilling equipment, construction equipment, watercraft, aircraft, and special insurance which may be required. Taxes required by local jurisdictions for projects in specific geographic areas will be charged to projects at direct cost.

## Laboratory Schedule of Charges

Type of Test	Unit Price*
Soil Description, Undisturbed or Bulk (ASTM D2488-90)	\$ 15.00
Moisture Content / Oven (ASTM D2216-90)	\$ 20.00
Moisture/Density	
Rings	\$ 18.00
Shelby Tubes, waxed chunk	\$ 25.00
Tubes (liners), chunk	\$ 20.00
Organic Content (ASTM D2974)	\$ 55.00
Particle Size Analysis	
Sieve (ASTM C136-84a) max size < 3/4-inch (includes -200 Wash, Dry Sieve)	\$ 90.00
Sieve (ASTM C136-84a) max size > 3/4-inch (includes -200 Wash, Dry Sieve)	\$ 120.00
Percent Passing No. 200 (ASTM C117-87/D1140-54)	\$ 45.00
Combined Sieve and Hydrometer (ASTM D422-63)	\$ 145.00
Hydrometer only	\$ 95.00
Atterberg Limits (ASTM D4318-84)	\$ 115.00
Nonplastic	\$ 65.00
Specific Gravity, Fine Material (ASTM D854-83)	\$ 65.00
Specific Gravity, Coarse Material (ASTM C-127)	\$ 50.00
Soil Resistivity	\$ 35.00
pH of Soil (ASTM G51)	\$ 25.00
Soluble Sulfates (US EPA 375.4)	\$ 30.00
Percent of Fracture (WSDOT 103)	\$ 35.00
Sand Equivalent (AASHTO T 176-86), ASTM D-2419	\$ 60.00
Compaction (ASTM D1557-91/D698-90, Methods A, B and C, AASHTO T-180)	
4 point	\$ 145.00
Direct Shear (ASTM D3080-90)	
Per point	\$ 105.00
Vane Shear (ASTM D4648)	
3 points	\$ 50.00
Consolidation (ASTM D2435-90)	
With 2 timed load increments	\$ 350.00
Permeability	
Falling head in rigid wall permeameter (Army Corps Eng. EM 1110-2-1906, VII-13)	\$ 150.00
In triaxial cell with back pressure saturation (ASTM D5084-90)	\$ 300.00
Constant Head (ASTM D-2434)	\$ 350.00
One-Dimensional Swell (ASTM D4546-90)	
Method A	\$ 300.00
Method B	\$ 200.00
Method C	\$ 500.00
Shrinkage Limit (ASTM D-4318)	\$ 60.00
Triaxial Compression	
Unconfined Comp. - UC (ASTM D2166-85)	\$ 85.00
Unconsolidated Undrained - UU (ASTM D2850-78)	\$ 160.00
Triaxial Unconsolidated Undrained (back pressure saturation)	\$ 250.00
Consolidated Undrained (ASTM D4767-88) with pore press. meas. - CU/S/P	\$ 350.00
Consolidated Drained - CD	\$ 350.00
Consolidated Undrained or Consolidated Drained (3 points)	\$ 700.00
CBR with 3 point Proctor (ASTM D1883-87)	\$ 450.00
"R"-Value (WSDOT or ITD)	\$ 400.00
Rebound Number for Hardened Concrete (Schmidt Hammer) (ASTM D C-805)	\$ 15.00
Rock Point Load Index Test	\$ 25.00
Rock Core trimming and preparation (ASTM D4543)	\$ 25.00
Unconfined compressive strength of rock cores (ASTM D2938)	\$ 35.00
Concrete Cylinders (ASTM C39)	\$ 19.00
Mortar Cylinders (ASTM C780)	\$ 20.00
Masonry Unit Prisms (ASTM E447)	\$ 100.00
Grout Prisms (UBC - 5D 24-28)	\$ 25.00
High Strength Grout Cubes	\$ 19.00
Asphalt Concrete	
Extraction/Gradation (ASTM D2172/C136)	\$ 250.00
Rice Specific Gravity (ASTM D2041)	\$ 90.00
Bulk Specific Gravity and Density of asphalt cores/chunks (ASTM D2726)	\$ 30.00
Sample Preparation	
Extrusion - Extrude and log (visual classification) Shelby tube sample, per hour	\$ 46.00
Trimming - Trim a soil sample to 2.41-inch dia. for consolidation testing, per hour	\$ 46.00
Remolding - Remold a soil sample to desired moisture and density, per hour	\$ 46.00
SFRM Density (ASTM E605)	\$ 30.00

Other tests charged at negotiated rates

\*Increase unit prices by 20 percent – 50 percent for contaminated samples.

Resolution No. 13-037

Attachment "A"



**Engineers Opinion of Probable Cost**  
**Coeur d' Alene Levee**  
**Certification**

PREPARED FOR:

**Company:** Ruen-Yeager & Associates, Inc.

**Address:** 3201 North Huetter Road, Suite 102  
 Coeur 'd Alene

**Contact:** John Karpenko

**Phone:** (208)265-4629

**Fax:** (208)263-0404

<b>Professional Services</b>			<b>Task 1</b>		<b>Task 2</b>		<b>Task3</b>		<b>Task 4</b>		<b>Task 5</b>		<b>TOTALS</b>	
			<b>Erosion Evaluation</b>		<b>OM&amp;M Manual / Emergency Action Plan Assistance</b>		<b>CLOMR Preparation &amp; Addressing Comments</b>		<b>ESA Compliance / Vegetation Planning</b>		<b>Project Assistance &amp; Meeting Attendance</b>			
<b>Staff Category</b>	<b>Possible Staff</b>	<b>Rate (\$/hr)</b>	<b>Units/Hrs</b>	<b>Fee</b>	<b>Units/Hrs</b>	<b>Fee</b>	<b>Units/Hrs</b>	<b>Fee</b>	<b>Units/Hrs</b>	<b>Fee</b>	<b>Units/Hrs</b>	<b>Fee</b>	<b>Units/Hrs</b>	<b>Fee</b>
Senior Engineer IV	J. Hollopeter	\$150.00	1	\$150.00	2	\$300.00	2	\$300.00	2	\$300.00	4	\$600.00	11	\$1,650.00
Senior Engineer III	E. Zitterkopf	\$140.00		\$0.00		\$0.00		\$0.00		\$0.00	12	\$1,680.00	12	\$1,680.00
Senior Engineer II	J. Wells	\$135.00	12	\$1,620.00	57	\$7,695.00	70	\$9,450.00	40	\$5,400.00	60	\$8,100.00	239	\$32,265.00
Project Engineer IV	A. Robinson	\$120.00		\$0.00	15	\$1,800.00	10	\$1,200.00		\$0.00	22	\$2,640.00	47	\$5,640.00
Project Engineer II	C. Hutchins	\$110.00	42	\$4,620.00		\$0.00		\$0.00		\$0.00		\$0.00	42	\$4,620.00
Senior Technician II	B. Sailer	\$92.00	4	\$368.00	4	\$368.00	10	\$920.00	4	\$368.00		\$0.00	22	\$2,024.00
Senior Technician I	L. Parry	\$87.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Survey Crew Chief V	L. Brownell	\$80.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Survey Crew Chief IV	J. Jones	\$75.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Project Engineer IV	A. Robinson	\$120.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
<b>Professional Services Subtotal</b>				<b>\$6,758.00</b>		<b>\$10,163.00</b>		<b>\$11,870.00</b>		<b>\$6,068.00</b>		<b>\$13,020.00</b>		<b>\$47,879.00</b>
<b>Reimbursables</b>			<b>Units</b>	<b>Charge</b>	<b>Units</b>	<b>Charge</b>	<b>Units</b>	<b>Charge</b>	<b>Units</b>	<b>Charge</b>	<b>Units</b>	<b>Charge</b>	<b>Units</b>	<b>Charge</b>
Mileage		\$0.565		\$0.00	380	\$214.70		\$0.00	380	\$214.70	760	\$429.40	1520	\$858.80
Mileage for 1/2-Ton or Greater		\$0.750		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
Shipping		\$8.40		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
Meals		\$10.50		\$0.00	2	\$21.00		\$0.00	2	\$21.00	4	\$42.00	8	\$84.00
Postage		\$5.25		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
Misc. Project Materials		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
Lodging		\$78.75		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
Survey Equipment-GPS		\$38.50		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
Four Wheeler		\$228.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
Copies		\$0.10		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
Computer rental		\$22.83		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
		\$0.585		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
<b>Reimbursables Subtotal</b>				<b>\$0.00</b>		<b>\$235.70</b>		<b>\$0.00</b>		<b>\$235.70</b>		<b>\$471.40</b>		<b>\$942.80</b>
<b>TOTALS</b>				<b>\$6,758.00</b>		<b>\$10,398.70</b>		<b>\$11,870.00</b>		<b>\$6,303.70</b>		<b>\$13,491.40</b>		<b>\$48,821.80</b>



*1860 W. Hayden Avenue, Hayden, Idaho 83835, Office 208.762.5800 Fax 208.762.0867 [tmk@jrca.com](mailto:tmk@jrca.com)*

---

June 5, 2013

Eric K. Olson, P.E.  
RUEN-YEAGER & ASSOCIATES, INC.  
3201 North Huetter Road, Suite 102  
Coeur d'Alene, Idaho 83814  
208.292.0820  
208.651.4152 (Cell)  
208.292.0821 (Fax)  
[colson@ruenyeager.com](mailto:colson@ruenyeager.com)

RE: Management plan of the trees for the Coeur d'Alene Flood Works Certification

**Objective:**

The objective of the management plan is to gather information about the trees that will help determine the feasibility of retaining the trees located on the levee. The management plan will assess the present condition of the trees; any risks the trees may pose due to structural defects; and the present maintenance requirements to insure healthy and safe trees.

**Assignment:**

The tree management plan is divided into three categories.

- Tree condition assessment
- Tree risk assessment
- Tree maintenance requirements

**Tree Condition Assessment**

The tree condition assessment will provide information about the overall health or condition of the trees. The condition assessment will also identify immediate maintenance items that need to be performed to enhance the trees present health and reduce future risk. This assessment will identify health issues such as leaf and needle color, leaf and needle density, growth restrictions, and overall health of the tree.

**Tree Risk Assessment**

The tree risk assessment will identify indicators and defects that can affect the trees stability or increase the risk to the public. The risk assessment will be used to determine if trees need removed or any mitigation work needs performed to increase safety to an acceptable level. The risk assessment will be in accordance with the American National Standard Institute (ANSI) A300 (Part 9)-2011 Tree Risk Assessment and the International Society of Arboriculture Best Management Practices for tree risk assessment.



*Tim Kastning  
Coeur d'Alene Flood Works Certification  
April 29, 2013*

### **Tree Maintenance Requirements**

Based upon the tree condition assessment and the tree risk assessment a tree maintenance/mitigation program will be established. The tree maintenance program will specify individual trees that may need to be removed due to structural defects or location issues and specify other maintenance needs that will increase the trees longevity and health.

### **Recommendations**

The criteria necessary to perform these assessments needs to be agreed upon by the engineering team and other invested parties, and should not be left up to the arborist alone. It is my suggestion that I present recommendations based on industry standards to the team for approval before proceeding with the assessments. An overall management plan needs to be agreed upon before proceeding forward. I might recommend an onsite visit with the team to specifically discuss the tree issues.

### **Costs**

The initial cost estimate to develop the criteria that is specific to this project for condition assessment, risk assessment, and maintenance plan is \$1,500.00.

The cost estimate to perform the field work and assemble the reports for the three part management plan is \$15.00 per tree based on approximate 750 trees for a subtotal of \$11,250. Though 950 trees were inventoried, we have been directed to exclude trees initially identified for removal in the inventory phase as well as trees beyond the 15-foot offset from the levee prism.

An additional \$9,990 (111 hours at \$90/hour) should be budgeted for additional arborist services. This budget should be adequate to cover the following but is not limited to:

- Assistance with an initial tree removal plan. (Estimated time allotted- 15 hours)
- Observation of tree removal, and characterization of the root balls. (Estimated time allotted- 30 hours)
- Assisting engineers with developing a rating system that will be used to determine which trees need to be removed. (Estimated time allotted- 10 hours)
- Help with an overall maintenance plan and a long term management plan to be incorporated into the official O&M manual for the levee system. (Estimated time allotted- 50 hours)
- Attend and speak at meetings. (Estimated time allotted- 6 hours)

The total estimated costs for Grace Tree Service for this phase of work is \$22,740.

Submitted By,

Tim Kastning  
Grace Tree Service Inc., President  
ISA Board Certified Master Arborist, PN-1268BM

**PUBLIC WORKS COMMITTEE  
STAFF REPORT**

DATE: June 24, 2013  
FROM: Warren Wilson, Deputy City Attorney  
SUBJECT: Tie Back Easement Release for NIC

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**DECISION POINT:**

Recommend that the full Council authorize the Mayor to execute the attached documents to release a Tie Back Easement at the request of North Idaho College.

**HISTORY:**

In December 2005, the City obtained a Tie Back Easement form Stimson Lumber Company to help facilitate the construction of an Influent Pump Station and Screening Building at the wastewater treatment plant. The tie backs were needed during construction only and the parties agreed that Stimson could remove the tie backs once construction was complete. NIC, who now owns the property has requested that the City now release the easement, which no longer serves any purpose.

**FINANCIAL ANALYSIS:**

There is no financial impact from granting NIC's request.

**PERFORMANCE / QUALITY OF LIFE ANALYSIS:**

Again, there should be little or no impact from granting the request as the tie backs were only needed during the construction in 2005. All effected City departments support this request.

**DECISION POINT/RECOMMENDATION:**

Recommend that the full Council authorize the Mayor to execute the attached documents to release a Tie Back Easement at the request of North Idaho College.

**Recording Requested By:**  
Ramsden & Lyons, LP  
P.O. Box 1336  
Coeur d'Alene, ID 83816

**RELEASE, ABANDONMENT AND RELINQUISHMENT OF EASEMENT**

This release, abandonment and relinquishment is given this 7th day of June, 2013, by the City of Coeur d'Alene, an Idaho municipal corporation, of 710 E. Mullan Ave., Coeur d'Alene, Idaho 83814, to North Idaho College, a duly formed and existing community college in the state of Idaho, of 100 West Garden Avenue, Coeur d'Alene, Idaho 83814.

On or about December 5, 2005, Stimson Lumber Company, of 520 S.W. Yamhill Suite 700, Portland, Oregon 97204, as the servient estate and the predecessor in interest to North Idaho College, granted to the City of Coeur d'Alene, as the dominant estate, an easement for the purpose of placing and maintaining construction tie-backs to support shoring for the construction of an Influent Pump Station Building and a Screening Building (the "Easement"). Said Easement was granted by Stimson Lumber Company over and across the following described real property which is now owned by North Idaho College:

**A portion of Government Lots 16 and 17 of FORT SHERMAN ABANDONED MILITARY RESERVATION (according to the plat filed in Book B of Plats at page 153, records of Kootenai County, Idaho) situated in the Northeast ¼ of Section 14, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho described as follows:**

Commencing at the Center ¼ Corner of said Section 14 (from which the North ¼ Corner bears North 00°26'55" East a distance of 2642.72 feet); thence along the westerly line of said Government Lot 17, North 00°26'55" East a distance of 656.38 feet to the Northwest Corner of said Government Lot 17; thence continuing along said westerly line South 00°26'55" West a distance of 10.00 feet; thence leaving said westerly line along the line of that Parcel described in Instrument No. 1921377 (Records of Kootenai County, Idaho) the following courses and distances; South 89°16'35" East a distance of 46.80 feet; thence South 00°21'33" West a distance of 37.76 feet; thence South 89°16'35" East a distance of 83.73 feet to the REAL POINT OF BEGINNING;

Thence leaving said boundary South 00°43'26" West a distance of 36.00 feet;  
Thence South 89°16'34" East a distance of 75.00 feet;  
Thence North 00°43'26" East a distance of 11.00 feet;  
Thence South 89°16'34" East a distance of 8.00 feet;  
Thence North 00°43'26" East a distance of 25.00 feet to a point on said boundary (Instrument No. 1921377);  
Thence along said boundary North 89°16'35" West a distance of 83.00 feet to the REAL POINT OF BEGINNING.

Said Easement was duly recorded in the records of Kootenai County on December 21, 2005, as instrument number 2003171 and is attached hereto as Exhibit A.

As construction of the Influent Pump Station Building and Screening Building is complete and the City of Coeur d'Alene has no further need for the Easement and for other good and valuable consideration, receipt of which is hereby acknowledged, the City of Coeur d'Alene does hereby, by this instrument, release, abandon and relinquish any and all right, title and interest in or to the Easement described, it being the intention of the parties to terminate such Easement.



EXHIBIT A

2003171

STATE OF IDAHO  
COUNTY OF KOOTENAI  
AT THE REQUEST OF  
City of Coeur d'Alene

2005 DEC 21 P 3:30

**GRANT OF "TIE-BACK" EASEMENT**

DANIEL J. ENGLISH

4 pages CN  
DEPUTY 1200 N/C  
FEES \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

That Stimson Lumber Company, 520 S.W. Yamhill, Suite 700, Portland Oregon 97204, hereinafter referred to as Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, in hand paid by the City of Coeur d'Alene, Kootenai County, State of Idaho, the receipt of which is hereby acknowledged, and the mutual covenants herein contained, does hereby grant, quit claim and convey unto the City of Coeur d'Alene, an Idaho municipal corporation, 710 E. Mullan Ave., Coeur d'Alene, Idaho 83814, hereinafter referred to as the "Grantee," an easement over and across the following described property, to-wit:

A portion of Government Lots 16 and 17 of FORT SHERMAN ABANDONED MILITARY RESERVATION (according to the plat filed in Book B of Plats at page 153, records of Kootenai County, Idaho) situated in the Northeast ¼ of Section 14, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho described as follows:

Commencing at the Center ¼ Corner of said Section 14 (from which the North ¼ Corner bears North 00°26'55" East a distance of 2642.72 feet); thence along the westerly line of said Government Lot 17, North 00°26'55" East a distance of 656.38 feet to the Northwest Corner of said Government Lot 17; thence continuing along said westerly line South 00°26'55" West a distance of 10.00 feet; thence leaving said westerly line along the line of that Parcel described in Instrument No. 1921377 (Records of Kootenai County, Idaho) the following courses and distances; South 89°16'35" East a distance of 46.80 feet; thence South 00°21'33" West a distance of 37.76 feet; thence South 89°16'35" East a distance of 83.73 feet to the REAL POINT OF BEGINNING;

Thence leaving said boundary South 00°43'26" West a distance of 36.00 feet;  
Thence South 89°16'34" East a distance of 75.00 feet;  
Thence North 00°43'26" East a distance of 11.00 feet;  
Thence South 89°16'34" East a distance of 8.00 feet;  
Thence North 00°43'26" East a distance of 25.00 feet to a point on said boundary (Instrument No. 1921377);  
Thence along said boundary North 89°16'35" West a distance of 83.00 feet to the REAL POINT OF BEGINNING.

Ex. 21

2003171

For the purpose of placing and maintaining construction tie-backs to support shoring for the construction of an Influent Pump Station Building and a Screening Building on the Grantees property as depicted on the Attached Exhibit "1", which is attached hereto and by reference made a part hereof. Upon completion of the Influent Pump Station Building and Screening Building, the Grantor may remove the tie-backs as the Grantor deems necessary.

IN WITNESS WHEREOF, the parties have hereunto set our hands this 5<sup>th</sup> day of December, 2005.

CITY OF COEUR D'ALENE, Grantee

STIMSON LUMBER COMPANY, Grantor

By: Sandi Bloem  
Sandi Bloem, Mayor

By: J. Whitty  
Title: VP-Manufacturing

ATTEST:

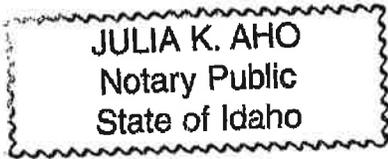
Susan K. Weathers  
Susan K. Weathers, City Clerk

2003171

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this 5<sup>th</sup> day of December, 2005, before me, a Notary Public, personally appeared Sandi Bloem and Susan K. Weathers, known to me to be the Mayor and City Clerk, respectively, of the city of Coeur d'Alene and the persons who executed the foregoing instrument and acknowledged to me that said city of Coeur d'Alene executed the same.

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

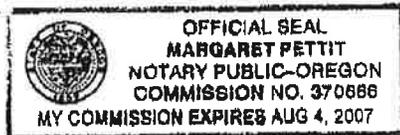


Julia K. Aho  
Notary Public for Idaho  
Residing at Coeur d'Alene  
My Commission expires: 7/22/11

STATE OF Oregon )  
 ) ss.  
County of Multnomah )

On this 14 day of November, 2005, before me, a Notary Public, personally appeared Jeff Webster and [Signature], known to me to be the ~~President~~ Vice President and ~~Secretary~~, respectively, of Stimson Lumber Company, and the persons who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

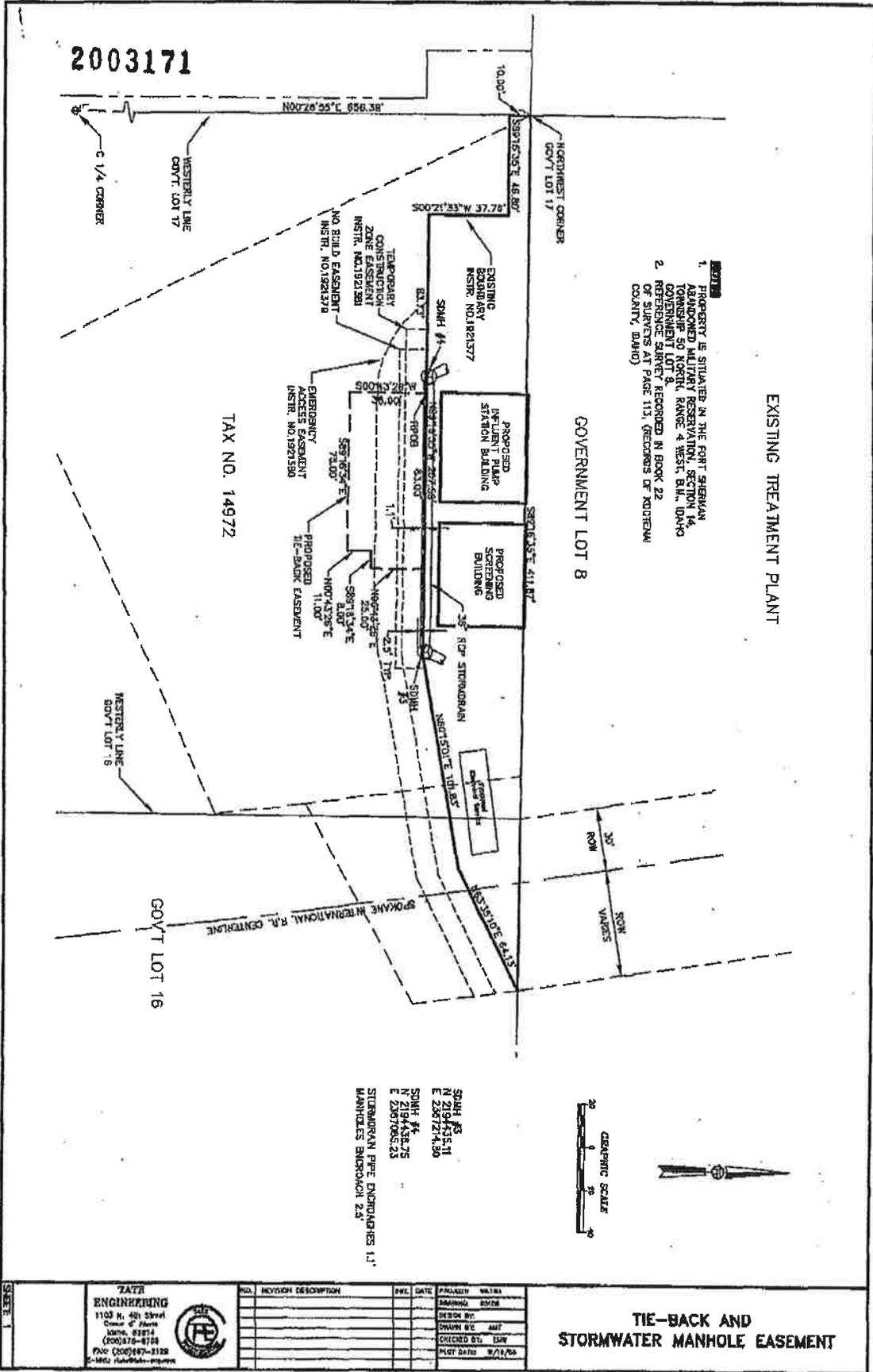


Margaret Pettit  
Notary Public for Oregon  
Residing at Portland, OR  
My Commission expires: 8-4-07

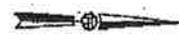
2003171

EXISTING TREATMENT PLANT

1. PROPERTY IS SITUATED IN THE FORT SHERMAN ABANDONED MILITARY RESERVATION, SECTION 14, TOWNSHIP 50 NORTH, RANGE 4 WEST, B1M., DAWHO COUNTY, IDAHO
2. REFERENCE SURVEY ACCORDS IN BOOK 22 OF SURVEYS AT PAGE 113, (RECORDS OF KOREAN COUNTY, IDAHO)



TAX NO. 14972



SOUTH #3  
N 2194435.11  
E 2367214.30  
SOUTH #2  
N 2194438.25  
E 2367065.23  
SHERMAN PIPE ENCROACHES 1.1'  
MANHOLES APPROACH 2.4'

TIE-BACK AND STORMWATER MANHOLE EASEMENT

**TATR ENGINEERING**  
1103 N. 4th Street  
Coeur d'Alene, ID 83814  
(208) 766-8708  
Fax: (208) 766-2128  
E-MAIL: tatr@tatr-engineering.com



NO.	REVISION DESCRIPTION	PREP. DATE	APPROVAL	DATE

# Public Works

## STAFF REPORT

**DATE:** June 05, 2013  
**FROM:** Gordon Dobler, Engineering Services Director  
**SUBJECT:** Finance agreement with North Idaho College  
for Flood works (Levee) Certification

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### DECISION POINT

Staff is requesting that Council adopt the agreement with North Idaho College for funding of the flood works certification project. (Exhibit 1)

### HISTORY

Council adopted Resolution 13-012 on March 05, 2013 approving the contract with Ruen-Yeager for Certification of the Flood Works. Phase 1 has been completed and the consultant's team has compiled a comprehensive scope and cost for the next Phase.

### FINANCIAL ANALYSIS

This project was included in the current fiscal year's budget; the budgeted amount is \$250,000. The total cost of Phase 1 was \$81,228. Phase 2 total is \$415,021 for a combined total of \$496,249. North Idaho College has verbally agreed to fund half of the current total budget, not to exceed \$248,124. The remaining funds will come from the Wastewater Utility (\$85,000) and the Drainage Utility (\$45,000).

### PERFORMANCE ANALYSIS

The adoption of the agreement will allow for the certification process to proceed. Failure to address the situation in a timely manner will suspend the certification process.

### RECOMMENDATION

Staff recommends that Council adopt the agreement with North Idaho College for the funding of the certification for the flood works.

RESOLUTION NO. 13-038

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AGREEMENT FOR FINANCING OF THE CITY OF COEUR D'ALENE FLOOD WORKS CERTIFICATION PROJECT WITH NORTH IDAHO COLLEGE (NIC).

WHEREAS, the Public Works Committee of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into an Agreement for Financing of the Coeur d'Alene Flood Works Certification Project, pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into an Agreement for Financing of the Coeur d'Alene Flood Works Certification Project, in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 2<sup>nd</sup> day of July, 2013.

\_\_\_\_\_  
Sandi Bloem, 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 GOODLANDER Voted \_\_\_\_\_

COUNCIL MEMBER KENNEDY Voted \_\_\_\_\_

COUNCIL MEMBER ADAMS Voted \_\_\_\_\_

COUNCIL MEMBER EDINGER Voted \_\_\_\_\_

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

## **AGREEMENT FOR FINANCING of the City of Coeur d' Alene Flood Works Certification Project**

This Agreement, entered into as of the \_\_\_ day of July, 2013 between the **City of Coeur d'Alene**, Idaho (the "**City**") and **North Idaho College** ("**NIC**") relating to the financing of the City of Coeur d' Alene Flood Works Certification Project, located in Coeur d'Alene, Idaho (the "**Project**").

WHEREAS, the City is a municipal corporation duly organized, existing and operating under the laws and Constitution of the State of Idaho (the "**State**"); and North Idaho College is a duly formed and existing community college in the State; and

WHEREAS, the City and/or NIC own or control certain real property more commonly known as City Beach, Rosenberry Drive and Harbor Center which contain the flood works located in Coeur d'Alene, Idaho (the "**Project Site**") and have undertaken the Project to obtain FEMA certification; and

WHEREAS, the City Council of the City approved the award of contract for Phase 1 of the Flood Works Certification Project to Ruen-Yeager, Inc. per Resolution No. 13-012 on March 05, 2013; and

WHEREAS, the City Council intends to execute Amendment #1 to Ruen-Yeager's contract, for Phase 2 of the Flood Works Certification Project at their July 02, 2013 meeting.

WHEREAS, the total cost for Phase 1 of the Project is estimated at \$81,228.00 and the total cost of Phase 2 of the Project is estimated at \$415,021.00 for a total Project cost of \$496,249.00. Phase 1 and Phase 2 Scope of Services are attached hereto as Exhibit's A and B, and incorporated herein by reference; and

WHEREAS, NIC has agreed to share in the costs associated with the Project as more specifically outlined below.

NOW THEREFORE, it is agreed as follows:

**I. Effective Date** The effective date of this Agreement shall be the date when this Agreement has been signed by the City and NIC (including the signature of the Board Chair indicating approval by a majority of the Board of Trustees of NIC) and shall continue until the completion of all obligations of each Party.

**II. Financing of Project** The City and NIC have agreed to equally share the estimated costs incurred for the assessment, engineering, and related costs of the Project, with fifty percent (50%) to be paid by the City and fifty percent (50%) to be paid by NIC. Provided that, however, regardless of the final costs and fees charged for the Project, NIC will not be obligated to pay more than the total amount of \$248,124.50.

1. **Payments by NIC.** NIC will make payment to the City as established in this section provided that the City is in compliance with the terms and conditions of this Agreement. NIC will make payment to the City in two installments of One Hundred Twenty Four Thousand Sixty Two Dollars and No/100 (\$124,062.00). The first installment will be due and payable on or before July 10, 2013 and the second installment will be due and payable on or before October 01, 2013.

**III. Access to Reports.** All parties agree to provide all information regarding the Project to all other parties upon reasonable request, with the City providing NIC with a copy of the completed study.

**IV. Captions and Headings.** The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions, or agreements contained herein.

**V. No Joint Venture or Partnership.** NIC and City agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making NIC and the City a joint venture or partners.

**VI. Assignment.** The rights, obligations and duties of NIC and the City under this Agreement shall not be assigned or transferred, in whole or in part, without the prior written permission of the other Party.

**VII. Notice and Receipt.**

(a) **Notices.** All notices given pursuant to this Agreement shall be in writing and shall be given by personal service, by United States mail, or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the appropriate Party at the address set forth below:

If to City:                      City Clerk  
   City of Coeur d'Alene  
   710 E. Mullan Avenue  
   Coeur d'Alene, Idaho 83814

If to NIC:                        Business Office  
   Attn: Vice President for Resource Management  
   North Idaho College  
   1000 West Garden Avenue  
   Coeur d'Alene, Idaho 83814

The person and address to which notices are to be given may be changed at any time by any Party upon written notice to the other Party. All notices given pursuant to this Agreement shall be deemed given upon receipt.

(b) **Receipt.** For the purpose of this Agreement, the term "receipt" shall mean the earlier of any of the following:

- (i) the date of delivery of the notice or other document to the address specified above as shown on the return receipt;
- (ii) the date of actual receipt of the notice or other document by the person or entity specified above; or
- (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of:
  - (a) the date of the attempted delivery or refusal to accept delivery,
  - (b) the date of the postmark on the return receipt, or
  - (c) the date of receipt of notice of refusal or notice of non-delivery by the sending Party.

**VIII. Applicable Law/Attorney Fees.** This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho. Should any legal action be brought by either Party because of breach of this Agreement or to enforce any provision of this Agreement, the prevailing Party shall be entitled to reasonable attorney fees, court costs, and such other costs as may be found by the court.

**IX. Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the Parties.

**X. Parties in Interest.** Except as herein otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the City and NIC any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the City and NIC.

**XI. Severability.** In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Agreement, this Agreement shall be construed and enforced as if such illegal or invalid provisions had not been contained herein or therein.

**XII. Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement the day and year below written to be effective as outlined in Section 1 "Effective Date" herein.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2013.

CITY OF COEUR D'ALENE, IDAHO

By \_\_\_\_\_  
SANDI BLOEM, MAYOR

ATTEST

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

DATED this \_\_\_\_ day of \_\_\_\_\_, 2013.

NORTH IDAHO COLLEGE

By \_\_\_\_\_  
RON DORN, VICE PRESIDENT FOR  
RESOURCE MANAGEMENT

ATTEST

By \_\_\_\_\_

DATED this \_\_\_\_ day of \_\_\_\_\_, 2013.

NORTH IDAHO COLLEGE  
BOARD OF TRUSTEES

\_\_\_\_\_  
KENNETH HOWARD, BOARD CHAIR

ATTEST

By \_\_\_\_\_

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services / Kathy Lewis / 06/24/13  
Department Name / Employee Name / Date

Request made by: Martha Dorage / 208 667-6721  
Name / Phone  
3755 N 4th St Apt 28 / Coconino Alerne ID #3815  
Address

The request is for:  Repurchase of Lot(s)  
 /  Transfer of Lot(s) from \_\_\_\_\_ to \_\_\_\_\_

Niche(s): \_\_\_\_\_  
Lot(s): 03, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ Block: 070 Section: H

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

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

Title transfer fee (\$ N/A ) attached\*\*.  
\*\*Request will not be processed without receipt of fee. Cashier Receipt No.: \_\_\_\_\_

**ACCOUNTING DEPARTMENT** Shall complete the following:

Attach copy of original contract.

Vonnie Jensen  
Accountant Signature

**CEMETERY SUPERVISOR** shall complete the following:

1. The above-referenced Lot(s) is/are certified to be vacant:  Yes /  /  No
2. The owner of record of the Lot(s) in the Cemtery Book of Deeds is listed as:  
Martha Dorage
3. The purchase price of the Lot(s) when sold to the owner of record was \$ 500<sup>00</sup> per lot.

RJD / 6/24/13  
Supervisor's Init. / Date

**LEGAL/RECORDS** shall complete the following:

1. Quit Claim Deed(s) received:  /  Yes /  /  No.
- Person making request is authorized to execute the claim: [Signature] / 6-24-13  
Attorney Init. / Date

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

\_\_\_\_\_  
City Clerk's Signature / Date

**COUNCIL ACTION**

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

**CEMETERY SUPERVISOR** shall complete the following:

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

\_\_\_\_\_  
Cemetery Supervisor's Signature / Date

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

# ANNOUNCEMENTS

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

June 21, 2013  
**GENERAL SERVICES COMMITTEE**  
**MINUTES**  
**12:00 p.m., Library Community Room**

**COMMITTEE MEMBERS PRESENT**

Mike Kennedy, Chairperson  
Ron Edinger  
Steve Adams

**STAFF PRESENT**

Chief Kenny Gabriel, Fire  
Dave Yadon, Planning Director  
Wendy Gabriel, City Administrator  
Jon Ingalls, Deputy City Administrator  
Juanita Knight, Senior Legal Assistant  
Mike Gridley, City Attorney

**Item 1. Approval of a Memorandum of Understanding with Kootenai Fire for the Diamond Cup.**  
**(Consent Resolution No. 13-037)**

Kenny Gabriel, Fire Chief, is requesting approval of an Inter-Local agreement with Kootenai County Fire & Rescue [KCFR] for the Diamond Cup. In his staff report Chief Gabriel reported that KCFR has asked the City to help with emergency response and mitigation at the Diamond Cup Hydroplane event. In the agreement we are asked to provide one staffed fire engine, one staffed ambulance, and one command officer. CdA Fire Dept. personnel will provide suppression support at the pit area that is in the City, on CdA Lake Drive. We have been asked by KCFR to provide this service through our Mutual Aid Agreement. KCFR will invoice the organizers of the Diamond Cup for all expenses occurred from the event on our behalf. The staff report further provided that with an event of this magnitude and with a part of it being in the City, we feel it necessary to provide protection for areas inside the City limits. Having this agreement assures fair payment for our services and gives a heightened protection for that area of the city during this event.

Councilman Adams asked if this will stretch the man-power of the Fire Department, beyond normal. Chief Gabriel responded no. They will have off duty people coming in for this.

Councilman Edinger asked if there will be City policing at the event or any other City department involvement. Deputy City Administrator, Jon Ingalls said there would be no dedicated resources. However, the PD is part of the Kootenai County Mutual Aid System and would be called out should an emergency issue occur. The Street Department will have minor involvement with traffic control in and around the area of 23<sup>rd</sup> and Sherman.

**MOTION: by Councilman Adams, seconded by Councilman Edinger, to recommend that Council adopt Resolution No. 13-037 approving the Memorandum of Understanding with Kootenai County Fire and Rescue for the Diamond Cup.**

**Item 2. Discussion Regarding Residential Garden Fencing Height.**  
**(Information Only)**

Dave Yadon, Planning Director, said at the last City Council meeting a citizen asked the City to consider allowing higher fencing for gardens to prevent deer from gaining access and eating the gardens. Mr. Yadon reviewed the various fencing regulations as included in his staff report.

Mr. Yadon said if the Council is inclined they can direct the Planning Commission to research and discuss some sort of change, have a public hearing, then forward a recommendation to the City Council. The City Council would then have a public hearing before making a final decision.

Councilman Adams said he thought the simplest thing would be to add residential fencing – gardens to Item #3 of the code for special use permit. Mr. Yadon said he would discuss that option with the Legal Department.

**MOTION: by Councilman Adams, seconded by Councilman Edinger, to send this to the Planning Commission for consideration and recommendation to the City Council.**

The meeting adjourned at 12:18 p.m.

Respectfully submitted,

*Juanita Knight*  
Recording Secretary

**June 24, 2013**  
**PUBLIC WORKS COMMITTEE**  
**MINUTES**  
**4:00 p.m., Library Community Room**

**COMMITTEE MEMBERS PRESENT**

Council Member Deanna Goodlander  
Council Member Dan Gookin

**STAFF PRESENT**

Amy Ferguson, Executive Assistant  
Troy Tymesen, Finance Director  
Wendy Gabriel, City Administrator  
Warren Wilson, Deputy City Attorney  
Gordon Dobler, City Engineer  
Dave Yadon, Planning Director  
Kenny Gabriel, Fire Chief

**Item 1            Consulting Services Agreement with Hofman Planning & Engineering for  
Update of Development Impact Fee Program  
Consent Calendar**

Dave Yadon, Planning Director, presented a request for council authorization of a professional services agreement with Hofman Planning Associates for services to revise and update the city's impact fee program. Mr. Yadon stated in his staff report that the original Development Impact Fee Report was adopted on 1996 and updated in 2000 – 2004. State law requires that the Capital Improvements Plan component of these studies be updated every five years. Hofman Planning & Engineering has prepared the previous reports and at the city's request submitted a proposed Scope of Work for the update. Based on past experience, the update process will take approximately one year with most of the time spent by city staff meeting with the development community and public.

Mr. Yadon said that staff has looked at other communities in regard to impact fee study costs and that the City of Post Falls expended just over \$44,000 for the update of their impact fee analysis. He feels very comfortable with Hofman's bid based on their past experience and their satisfaction with what they have done.

The Professional Services Agreement would be in an amount not to exceed \$18,800.00, which includes the cost included in the Scope of Work with the addition of two additional visits by the consultant to Coeur d'Alene, if needed. Mr. Yadon said they have found in the past that it is sometimes helpful to have the consultant present for council and planning commission review of the work. The proposed cost of the study is consistent with previous updates, is provided for in the Financial Plan, and the cost would be paid out of the impact fee account. Under state law the city may award such contracts without requesting additional proposals.

**MOTION: Motion by Councilman Gookin, seconded by Councilman Goodlander, to recommend Council approval of Resolution No. 13-037 authorizing a Consulting Services Agreement with Hofman Planning & Engineering for services to revise and update the city's impact fee program. Motion carried.**

**Item 2            Approval of Amendment #1 to Ruen-Yeager Contract for Flood Works  
Certification Project  
Consent Calendar**

Gordon Dobler, City Engineer, presented a request for approval of Amendment #1 to the Professional Services Contract with Ruen-Yeager, Inc. for the City of Coeur d'Alene Flood Works Certification Project and obligation authority for additional funding.

Mr. Dobler stated in his staff report that on March 5, 2013 the council adopted Resolution No. 13-012 approving the contract with Ruen-Yeager for Certification of the Flood Control Works. Phase 1 consisted of data gathering, records search, initial surveying, and conferences with FEMA and USACE (U.S. Army Corps of Engineers) to outline the scope of work required. That has been completed and the consultant's team has compiled a comprehensive scope and cost for the next Phase, which gets them through the bulk of the certification process. Mr. Dobler said that there will be a Phase 3 to this project, which would be the construction phase of whatever the city is required to do on the levy. It is not in the budget at this time because staff has no idea what it is going to cost. Mr. Dobler said that rather than just put a placeholder in the budget and come back and amend it, they will present a proposal to council when they get further into the process, possibly in the spring of next year.

The staff report further noted that this project was included in the current fiscal year's budget and the budgeted amount is \$250,000. The total cost of Phase 1 was \$81,228. The Phase 2 total is \$415,021, for a combined total of \$496,249. North Idaho College has verbally agreed to fund half of the current total budget, not to exceed \$248,124. Mr. Dobler noted that the city has \$125,000 budgeted in the current fiscal year that is coming from Wastewater, and the remaining funds would come from the Wastewater Utility (\$85,000) and the Drainage Utility (\$45,000). He further noted that the Drainage Utility portion of funding is specific for an evaluation of the storm sewer in the Fort Grounds, so there is a direct benefit to the utility, which is necessary for the study to prove to FEMA that they have the ability to pass a flood.

Mr. Dobler explained that this request will require an amendment to the current year's budget, to be brought to Council in late August. Obligation authority is necessary to exceed the current year's budget. Adopting the agreement will allow for the certification process to proceed and have the city's system classified as a provisionally accredited levee system with FEMA.

Councilman Gookin asked if there would be a Phase 4? Mr. Dobler said not that he can imagine. Councilman Gookin then asked when the work would take place. Mr. Dobler said the goal is that it would at least get started next year and that he was told that it would take 18 months at the minimum, with probably 12 months to get through the FEMA review. There will be some tree removal, restoration of the levy itself, probably some closures, and they may look at reconfiguring parking at NIC. The city would probably receive a provisionally accredited levy from FEMA, which means they are in the process of certifying it but they haven't finished it yet. The provisional accreditation would last two years at the minimum, and probably more if the city needs it.

**MOTION: Motion by Councilman Gookin, seconded by Councilman Goodlander to recommend that Council approve Resolution No. 13-037, approving Amendment #1 to the Ruen-Yeager Contract for Flood Works Certification Project and obligation authority for additional funding. Motion carried.**

**Item 3            Agreement with NIC for Financing for the City of Coeur d'Alene Flood  
Works Certification Project  
Consent Calendar**

Gordon Dobler, City Engineer, presented a request for council authorization of an agreement with North Idaho College for funding of the Flood Works Certification Project.

Mr. Dobler stated in his staff report that Council adopted Resolution 13-012 on March 5, 2013 approving the contract with Ruen-Yeager for Certification of the Flood Works. Phase 1 has been completed and the consultant's team has compiled a comprehensive scope and cost for the next Phase. This project was included in the current fiscal year's budget and the budgeted amount is \$250,000. The total cost of Phase 1 was \$81,228. The Phase 2 total is \$415,021, for a combined total of \$496,249. North Idaho College has verbally agreed to fund half of the current total budget, not to exceed \$248,124. The remaining funds would come from the Wastewater Utility (\$85,000) and the Drainage Utility (\$45,000).

The adoption of the agreement will allow for the certification process to proceed. Failure to address the situation in a timely manner will suspend the certification process.

Mr. Dobler explained that this is the companion agreement to Amendment #1 of the Ruen-Yeager contract. The NIC Board of Trustees has approved the agreement, but vacations interfered with obtaining the required signatures in time for the Public Works Committee meeting. Mr. Dobler expects to have all of the signatures before they go to council. The payments have been structured into two increments, both being made in this current fiscal year.

Councilman Gookin commented that he is glad to see that NIC is stepping up to the plate and helping the city out.

**MOTION: Motion by Councilman Gookin, seconded by Councilman Goodlander, to recommend Council approval of Resolution No. 13-038 authorizing an agreement with North Idaho College for funding of the Flood Works Certification Project. Motion carried.**

**Item 4            Tie Back Easement Release for NIC  
Consent Calendar**

Warren Wilson, Deputy City Attorney, presented a request for council authorization of the release of a Tie Back Easement at the request of North Idaho College.

Mr. Wilson stated in his staff report that in December 2005 the city obtained a Tie Back Easement from Stimson Lumber Company to help facilitate the construction of an Influent Pump Station and Screening Building at the Wastewater Treatment Plan. The tie backs were needed during construction only and the parties agreed that Stimson could remove the tie backs once construction was complete. NIC, who now owns the property, has requested that the city now release the easement, which no longer serves any purpose. There is no financial impact from granting NIC's request and all affected city departments support this request.

Mr. Wilson explained that a "tie back" is a rod driven in through the ground into the shoring which anchors the shoring into the surround ground. The tie backs have since been removed and there is no further need for the tie back easement.

**MOTION: Motion by Councilman Gookin, seconded by Councilman Goodlander, to recommend Council approval of Resolution No. 13-037, authorizing the release of a Tie Back Easement at the request of North Idaho College. Motion carried.**

The meeting adjourned at 4:18 p.m.

Respectfully submitted,

Amy C. Ferguson  
Public Works Committee Liaison