

Coeur d'Alene

CITY COUNCIL MEETING

July 19, 2011

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

Councilmen Edinger, Goodlander, McEvers, Bruning, Hassell, Kennedy

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**

JULY 5, 2011

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 July 5, 2011 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

A. J. Al Hassell, III) Members of Council Present
John Bruning)
Mike Kennedy)
Deanna Goodlander)
Loren Ron Edinger)

Woody McEvers) Members of Council Absent

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

INVOCATION: The invocation was led by Pastor Paul VanNoy, Candlelight Christian Fellowship.

PLEDGE OF ALLEGIANCE: The pledge of allegiance was led by Councilman Bruning.

PRESENTATION – MEDAL OF HONOR: Fire Chief Gabriel presented Firefighters Dylan Clark and Nate Hyder with the Medal of Honor that they received in Boise recently.

PUBLIC COMMENTS:

FRESH START ISSUES: Barb Whitaker, 1523 Front Avenue, expressed her concerns regarding the issues relating to the activities of the patrons of Fresh Start. She requested some help from the City to resolve these issues. Councilman Kennedy noted that about three months ago the City had called a meeting with the neighbors and owners of Fresh Start. As a result of that meeting, five to six action items were established to help resolve the issues and the group agreed to meet monthly to monitor the progress being made. He requested that Ms. Whitaker provide the names of the residents in the area to meet with staff on July 20th. Councilman Bruning concurred that there are issues that need to be resolved. Councilman Kennedy noted that after meeting with the Board of Fresh Start he believes that they do want to do the right thing. Councilman Goodlander and Edinger voiced their concerns after reading the petitions and letters relating to the patrons of Fresh Start. City Attorney Mike Gridley noted that a charge of public nuisance is a fairly high standard to meet in court as you may not be able to charge Fresh Start for the activities of their patrons.

Meryle Kuntz, 1506 Front Avenue, noted that the Board and owners of Fresh Start want to help people; however, the average patron does not really want help to rehabilitate. She suggested that the Fresh Start owners put a paid employee on staff instead of homeless volunteers. She expressed her appreciation to the Police Department for responding to all the calls for assistance. Stan Schedler, business owner at 1401 E. Sherman Avenue, expressed his concerns regarding the actions of the patrons of Fresh Start which include urination, sleeping, and panhandling on his property and he

voiced his concern for the safety and welfare of his female employees. Sherry McCabe, 1420 Lakeside Ave., commented that in the last two years there has been an increase in the number of people from Fresh Start who are loitering, panhandling and other activities in her neighborhood that she is afraid to go outside of her home and has now put her home up for sale.

BICYCLE LAWS: Roy Wargi, 2022 Coeur d'Alene Ave., voiced his concerns with the lack of licensing requirements for bicycles so the owners can be charged for breaking traffic laws. He also requested that Police patrol the area of 21st and Coeur d'Alene to stop the speeders and those ignoring the stop signs.

MCEUEN PARK DEVELOPMENT: Linda Wright, 1018 N. B St., requested that when finalizing the plans of McEuen Park that the City keep the residents in mind when developing the features of the park and suggested using a theme for the park that depicts the heritage of our community and keep the vegetation natural where possible. Julie Clark, 602 Tubbs Hill Drive, requested that McEuen Park have more accessible walkways, retain the existing features of McEuen but sprucing up the park. She explained that since the park plan is a 50-100 year plan why is the City considering the construction of a parking garage since we don't know if people will be driving vehicles in 50-100 years. She suggested that instead of constructing the parking garage on Front Street to build a garage on Lakeside and several other small lots for pocket parking lots. She encouraged that the plan include a vision for the city's heritage.

INTRODUCTION – CUSTOMER SUPPORT REP : Jon Ingalls introduced Vicky Walter who has been hired to be in the Customer Service area for the City. He explained that this is a trial position in an effort to help make existing staff more efficient by assisting customers with basic questions and processing basic forms for a variety of departments.

CONSENT CALENDAR: Motion by Hassell, seconded by Kennedy to approve the Consent Calendar as presented.

1. Approval of minutes for June 21, 2011.
2. Setting the General Services Committee and the Public Works Committee meetings for Monday, July 11th at 12:00 noon and 4:00 p.m. respectively.
3. RESOLUTION 11-022: A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AGREEMENT FOR POND OPERATION, MAINTENANCE AND EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS, WITH RIVERSTONE MASTER ASSOCIATION, INC., ET AL.
4. Setting of Public Hearing: V-11-4 – Vacation of excess Melrose Street right-of-way for August 2, 2011.
5. Approval of cemetery lot transfer from Pamela and Robert Sarlo to Pamela Sarlo, William Fuchs, Jr. and Tracy Connolly.
6. Approval of beer/wine/liquor license for Lemongrass Restaurant at 309 E. Lakeside.
7. Approval of beer/wine/liquor license for The Seasons of Coeur d'Alene at 209 Lakeside Ave

Motion by Hassell, seconded by Kennedy to approve the Consent Calendar as presented.

ROLL CALL: Kennedy, Aye; Bruning, Aye; Edinger, Aye; Hassell, Aye; Goodlander, Aye. Motion carried.

COUNCIL COMMENTS:

COUNCILMAN GOODLANDER: Councilman Goodlander complimented the Chamber of Commerce for one of the best fireworks shows and parade on the 4th of July. Councilman Hassell also complimented the Police Department for an excellent traffic plan after the fireworks.

COUNCILMAN KENNEDY: Councilman Kennedy asked residents to remember that during the construction of the Education Corridor the Fort Ground Grill is still open.

ADMINISTRATOR’S REPORT: City Administrator Wendy Gabriel announced Specialized Needs Recreation (SNR) is currently holding Camp All-Stars “Summer Break” Day Camp through August 19th. The day camp is provided for young people, ages 4 to 21, who have special needs and/or developmental disabilities. Camp runs Monday through Friday, from 9:00 a.m. until 3:00 p.m. If you would like more information about Camp All-Stars, call Angie Goucher at 755-6781. 2011 marks the 150th anniversary of the completion of the Mullan Road – the route from Fort Benton, Montana, to Walla Walla, Washington, that would become one of the west’s major transportation corridors. Robert Singletary will discuss this engineering feat and the life of Captain John Mullan at 7:00 p.m. tomorrow, July 6th, in the Community Room at the Coeur d’Alene Public Library. The city’s Wastewater Utility will begin the 2011 Cured-In-Place-Pipe (CIPP) project this week. The contractor for this project is PEC, Inc. The process involves the insertion and curing of the liner material from existing manholes and no excavation is required. Signage, barricades, and other traffic control devices will inform the traveling public of the obstructions and every effort will be made to mitigate any inconvenience. With a few exceptions, all work will take place during daylight hours from 7:00 a.m. to 5:00 p.m., and the project will be completed by mid-August. Please direct any questions or concerns to Jim Remitz, Utility Project Manager, Wastewater Department. The city soon will re-install the signal at 5th Street and Sherman Avenue. Parts have been ordered so that it will be a demand-actuated signal. At the recent Association of Idaho Cities Annual Conference, it was announced that the city’s application for “Parks Day Celebration” was selected for the AIC’s City Achievement Award. Parks Day will be held this coming Saturday, July 9th, and is the 4th annual Parks Day Celebration. This year the celebration will be at Johnson Mill River Park, Central Bark off-leash Dog Park at Northshire Park and the CDA Soccer Complex. Also, at the AIC Annual Conference, the City of Coeur d’Alene received three HONORABLE MENTION City Achievement Awards: for the ADA Sidewalk Hazard Abatement Program, for its Technical Rescue Team, and for its Citizens on Patrol program. The American Legion chose CDA Detective Crystal Miller as its 2011 Police Officer of the Year and CDA paramedic Scott Dietrich as its 2011 Firefighter of the year, an award honoring those who exemplify “outstanding service to their community.” The theme for Summer Reading is “One World, Many Stories” bringing an international flavor to the activities. The library will also host the “World Festival Summer Carnival” on July 28th, from 11:00 a.m. to 2:00 p.m. Mrs. Gabriel announced that that on July 12th the City Council will be holding a joint meeting with the Cd’A Tribal Council and on July 14th at 5:30 p.m. in the City Hall the Council will hold a budget workshop. She thanked all Public Safety employees who assisted with the security for the Western Governors Conference held in the City this past week.

PUBLIC HEARING – EXCHANGE OF PROPERTY FOR BOUNDARY LINE

ADJUSTMENTS AT RIVERSTONE PARK: Mayor Bloem announced the rules of order for this public hearing. Deputy Parks Director, Bill Greenwood gave the staff report.

Mr. Greenwood reported that when Riverstone Park was constructed, a section of the pedestrian path from John Loop to the pond loop trail, and a section of the pond loop trail were both located on Lot

11. As now delineated the paved trail meanders off and then back on to park property twice where it is adjacent to Lot 11. Lot 11 is scheduled to be developed this year and the owners are requesting to have the boundary corrected before construction begins. He noted that by adjusting the property lines between Lot 11 and Riverstone Park it will clarify ownership of the paved trail and ensure continued public access to the existing walkways in the park.

PUBLIC COMMENTS: Mayor Bloem called for public comments with none being received.

MOTION: Motion by Kennedy, seconded by Bruning to approve the proposed exchange of property and authorize staff to proceed with the real estate exchange. **ROLL CALL:** Kennedy, Aye; Bruning, Aye; Edinger, Aye; Hassell, Aye; Goodlander, Aye. Motion carried.

EXECUTIVE SESSION: Motion by Goodlander, seconded by Bruning to enter into Executive Session as provided by I.C. 67- To conduct deliberations concerning labor negotiations or to acquire an interest in real property, which is not owned by a public agency.

ROLL CALL: Kennedy, Aye; Bruning, Aye; Edinger, Aye; Hassell, Aye; Goodlander, Aye. Motion carried.

The session began at 7:15 p.m. Members present were the Mayor, City Council, City Administrator, and City Attorney. Matters discussed were those of labor negotiations. No action was taken and the Council returned to their regular session at 7:40 p.m.

ADJOURNMENT: Motion by Kennedy, seconded by Edinger to recess to July 12th at 5:30 p.m. for a joint meeting with the Coeur d'Alene Tribal Council at the Lake City Center and then to July 14th at 5:30 p.m. for a budget workshop in the City Hall former Council Chambers. Motion carried.

The meeting adjourned at 7:40 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan Weathers, CMC
City Clerk

**A JOINT MEETING OF THE
COEUR D'ALENE CITY COUNCIL
AND THE
COEUR D'ALENE TRIBAL COUNCIL
JULY 12, 2011**

The Coeur d'Alene met in continued session with the Coeur d'Alene Tribal Council at the Lake City Center at July 12, 2011 at 5:30 p.m. there being present upon roll call a quorum.

Sandi Bloem, Mayor

Mike Kennedy) Members of City Council Present
John Bruning)
Ron Edinger)
Woody McEvers)
Deanna Goodlander)
A. J. Hassell, III)

Chief Allen, Chairman

Alfred Nomee) Members of Coeur d'Alene Tribal Council Present

CITY STAFF PRESENT: Wendy Gabriel, Administrator; Susan Weathers, City Clerk, Jon Ingalls, Deputy City Administrator; Doug Eastwood, Parks Director; Mike Gridley, City Attorney; Troy Tymesen, Finance Director.

TRIBAL STAFF PRESENT: Helo Hancock, Tribal Counsel.

CALL TO ORDER: Mayor Bloem called the meeting to order and welcomed the members of the Coeur d'Alene Tribal Council to tonight's meeting.

CITYLINK UPDATE: Chairman Allen reported that the Tribe has decided to allow the main funding source be the federal grant. This would mean scaling back on some of the routes. He reported that \$600,000 is grant funding and the tribe contributes \$700,000 per year. Mr. Hancock reported that the Tribe had sent a letter to the KMPO Board requesting assistance; however, they received no response from KMPO, therefore, there was no choice but to scale back the routes in order to balance the grant funds with the available routes. He noted that they will let the City know when and what routes will be affected. Chairman Allen noted that they had done a survey of ridership that revealed that most of the riders were teens and so one of the options could be to scale back the hours. Mr. Hancock noted that one of the restrictions of the grant is that it must be a free service, so charging for riding is not an option. He noted that they are currently operating 20 hours a day and they believe that by eliminating the midnight shifts would help the budget. Chairman Allen thought that closing the routes at 10:00 p.m. would probably be sufficient to balance the budget. Mr. Hancock noted that the funds provided by the City do not go to Citylink but to NICE. Councilman Edinger noted that some residents are concerned about Fresh Start and he has heard that some of the homeless are causing problems for Citylink. Councilman Kennedy noted that he has heard that some of the homeless people are using the bus system for their warming center. Mr. Hancock responded that he has not personally heard of that problem. Chairman Allen has heard that since the ridership is younger individual at times they become unruly. Mr. Hancock noted that 30% of their ridership is NIC students. Councilman McEvers believes that this is a great service that the tribe provides. He asked if the tribe still sees a benefit from this program. Chairman Allen believes that it does provide a benefit to the community and believes that by eliminating the late

night bus routes it will not be noticed by the community. Mike Gridley asked about the transit center. Councilman Hassell noted that there is a certain order which must be followed for Federal funding which takes time. Mr. Hancock reported that an environmental study must be completed and before that a feasibility study must be completed. He did note that the lease for the proposed transit site has expired.

EDUCATION CORRIDOR: Wendy Gabriel reviewed the progress being made with the infrastructure for the Education Corridor site. She presented a map showing the layout of the roadways, roundabouts, and landscaping. She noted that there are two phases to the infrastructure with hopes that the first phase being completed by the opening of school this fall. She commented that when the infrastructure is done, there will be some large lots for development. She noted that LCDC is funding most of this project and the city's WWTP is funding some of this project. Chairman Allen asked if the Centennial trail system goes from the Education Corridor campus to Riverstone. Mr. Eastwood responded that the trail is connected all the way to Spokane. Mrs. Gabriel noted that the bid for this project came in \$3.5 million below engineers estimates which shows that this is a great time to do construction.

MC EUEN PARK IMPROVEMENT PLANS: Parks Director Doug Eastwood presented a power point showing an overview of the proposed plans for improving McEuen Park. He noted that at the turn of the century this property was a lumber mill, in the 1920's it was the national guard campground, then in the 1940's - 50's it was the Kootenai County Fairgrounds, and in the 1950's - 60's we had the hydroplane races at this site. Today, 1/3 of the area is paved parking and so the plan is to reclaim some of the property for citizen use. He noted that the boat launch and baseball fields are being relocated and the marina will be expanded. The Steering Committee was comprised of 21 members that developed the proposed plan. He reviewed the value statements the Council made in 1992. In regard to the existing parking the plan calls for a two-level parking garage along Front Street between 2nd and 6th street. As a result of several surveys done, the promenade scored 70% in all surveys. He explained that the Freedom Tree will be replaced with a Freedom Fountain. He described the remaining features proposed for the park including: changes to Front Street, a grand plaza at the waterfront, the Centennial Trail, the Veteran's Memorial, children's play areas which were one of the most popular features on all the surveys, kids splash pad, additional parking on the south side of City Hall, a grand pavilion located in the center of the park, basketball courts, tennis courts, pickle ball courts, off-leash dog park, bocce ball court, a skate park, ice skating rink, and amphitheater. Mr. Eastwood reported that the City, in conjunction with the Idaho Transportation Department, is looking at moving the boat launch facility to the Silver Beach area. The Legion Baseball facility is planned to be relocated to the Eagles property located on 15th Street next to Cherry Hill Park. Mr. Eastwood ended by stating that the goal is to provide the most use for the most citizens. Chairman Allen asked what revenue this park would generate. Mr. Eastwood responded that when it is completed it will generate a fair amount of revenue. Chairman Allen also suggested that parking should generate additional revenue. Mr. Hancock asked what the cost is. Doug responded between \$23-36,000,000. Doug explained that the park will be done in phases with phase 1 beginning next year. Chairman Allen asked what the cost is for a splash pad. Doug responded about \$30,000.00 and explained that a splash pad can be button or motion activated and is a very popular interactive activity for children. Doug also noted that it was suggested that a theme be developed for the park, such as a historical theme or a wildlife theme. Chairman Allen asked about the cost of the ice skating rink.

BENEWAH MEDICAL CENTER EXPANSION: Chairman Allen reported that they had broken ground on their \$17,000,000.00 medical facility. The original facility was constructed in 1991 which they quickly outgrew. The new facility will be open to everyone. He noted that they have a husband-wife doctors' team joining the staff. Mr. Hancock commented that the original Benewah Medical Center was the first center in the country that was opened to both Native Americans and non-Native Americans.

MISCELLANEOUS DISCUSSIONS: The Council and Tribal Council discussed the following other topics. Mr. Hancock noted that the Tribe did write a letter to the Legislative Redistricting Committee

expressing their desire to have their district redrawn to be included in the Kootenai County/Coeur d'Alene District. Chairman Allen discussed the issue of gambling off the reservation and why it will probably never happen; informed the Council that the fuel bladder project for the Military has been slowed down due to the drawdown in Iraq; that the tribe is currently in the process of installing broadband throughout the reservation, and; they have been approved by the FCC to begin their KWIS 99.7 radio station and the goal is to provide language classes, educational programs, and other types of communication programs for the residents of the reservation.

ADJOURNMENT: Motion by Hassell, seconded by Kennedy to recess this meeting to July 14th at 5:30 p.m. in the City Hall Council Chambers for the budget workshop. Motion carried.

The meeting recessed at 7:40: p.m.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, CMC
City Clerk

RESOLUTION NO. 11-024

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 PLANNING AND DESIGN AGREEMENT WITH HDR ENGINEERING, INC. FOR THE WWTP TERTIARY MEMBRANE FILTRATION / AMMONIA CONTROL IMPROVEMENTS; APPROVING CHANGE ORDER NO. 6 WITH CONTRACTORS NORTHWEST FOR THE WWTP PHASE 5B; APPROVING S-1-11 FINAL PLAT APPROVAL AND MAINTENANCE / WARRANTY AGREEMENT FOR WALKERS GLEN.

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 "1 through 3" and by reference made a part hereof as summarized as follows:

- 1) Approving a Planning and Design Agreement with HDR Engineering, Inc. for the WWTP Tertiary Membrane Filtration / Ammonia Control Improvements;
- 2) Approving Change Order No. 6 with Contractors Northwest for the WWTP Phase 5B;
- 3) Approving S-1-11 Final Plat Approval and Maintenance / Warranty Agreement for Walkers Glen;

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 "1 through 3" 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 19th day of July, 2011.

Sandi Bloem, Mayor

ATTEST

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: July 11, 2011
FROM: David E. Shults, Capital Program Manager *DES*
SUBJECT: Engineering Agreement for WWTP Phase 5C.1 Planning and Design

DECISION POINTS:

Council approval is requested for the proposed agreement for engineering services with HDR Engineering to provide planning and design services for WWTP tertiary membrane filters and nitrification facilities. The proposed agreement has a cost ceiling not to exceed \$973,555.

HISTORY:

Pending new regulations require substantial improvements and additions to the treatment plant to further restrict discharge of nutrients to the Spokane River. Removal of phosphorus will be required to a degree that has not been required before, and may only be achievable with a very limited selection of candidate technologies. Ammonia control is also necessary. The current capability for ammonia control according to the existing permit limit will soon be exceeded, and even more stringent ammonia permit levels will be issued in the next discharge permit issued by the EPA.

Much progress has been made toward the steps necessary to build the treatment plant processes that will allow for growth in the community and will satisfy the additional restrictions on the quality of treated wastewater effluent that reaches the Spokane River. The City has previously approved a twenty-year facility plan that includes a capital improvement plan labeled Phase 5. Preliminary engineering was provided for site master planning and Phase 5 facility sizing. Phase 5A was constructed to give some stop-gap capability for ammonia control. Phase 5B is currently under construction to provide additional solids handling capabilities and to provide the laboratory facilities needed for operating an advanced treatment plant. A state of the art pilot plant was constructed and is now in operation to evaluate candidate phosphorus removal facilities for satisfying the pending new permit requirements.

The pending new discharge permit is expected to allow several years for design and construction of Phase 5C facilities for achieving the very low phosphorus removal requirement. Phase 5C also is planned to provide the ultimately-required ammonia control. Those facilities have a preliminary planned cost of \$35M to \$50M. However, the planned improvements that include the required ammonia control, in addition to phosphorus control, are not expected to be operational for 7 to 9 years. Additional ammonia control is needed much sooner to allow the plant to reliably operate within the current discharge permit requirements.

Wastewater staff and the city's wastewater consultant, HDR Engineering have developed a strategy to break down the Phase 5C plan into smaller components to allow earlier improvements as required. The strategy includes constructing tertiary membrane filtration, which is one of the more successfully piloted phosphorus removal candidates, and coupling this with the process structures that are necessary for ammonia control. Although low-P pilot testing is still underway, the membrane filtration method is thought to be very promising for full-scale use. The strategy involves construction of a small increment

(1mgd) of the full-scale Phase 5C facilities to allow for a phased approach to ultimately assure the correct selection of components and to allow for smaller incremental funding of the full facilities. The additional process structures will give the needed ammonia control that will be sufficient until the full-scale Phase 5C facilities are operational.

HDR Engineering has provided the attached proposed agreement to accomplish the tasks needed for planning and design of the improvement strategy labeled Phase 5C.1. The work includes modification of the 2009 Facility Plan Amendment to show the phased approach. It includes modifications to the preliminary engineering plan for Phase 5C. The work then provides plans and specifications for the equipment that will be prepurchased by the City, and for the construction of the facilities. Assistance is also provided for contractor prequalification for the project and evaluation of the bids.

FINANCIAL ANALYSIS:

<u>WWTP Phase 5C.1 Project</u>	
Planning and Design Engineering Services	\$973,555
Building Permit	50,000
Construction Engineering and Inspection	400,000
Equipment and Construction	<u>4,000,000</u>
Total	\$5,423,555

Funding The city’s current financial plan for FY 2010/11 authorizes expenditure of \$100,000 for ammonia control design. Sufficient reserves exist in the Wastewater Fund to pay for the engineering services for this project. Additional funding authorization is requested for this multi-year project in the proposed financial plan for FY 2011/12. The funding plan for Phase 5C anticipates that financing will be necessary for the overall project.

DISCUSSION:

EPA discharge permit requirements must be satisfied for operation of the City’s wastewater treatment plant. Even though pending new permit conditions will require increased ammonia and phosphorus removal, current permit limits for ammonia continue to require improvements earlier than the anticipated schedule for satisfying the new permit requirements. The new strategy for building sequential sub-phases of future Phase 5C will allow further review of a promising phosphorus removal technique, while providing an affordable plan for solving an ammonia control need.

DECISION POINT/RECOMMENDATION:

Council approval is requested for the proposed agreement for engineering services with HDR Engineering to provide planning and design services for WWTP tertiary membrane filters and nitrification facilities. The proposed agreement has a cost ceiling not to exceed \$973,555.

des1442

AGREEMENT
FOR
PROFESSIONAL SERVICES
between
CITY OF COEUR D'ALENE
and
HDR ENGINEERING, INC.

for
PHASE 5C.1 INITIAL TERTIARY MEMBRANE FILTRATION
(TMF)/NITRIFICATION IMPROVEMENTS

THIS AGREEMENT, made and entered into this 19th day of July, 2011, between the CITY OF COEUR D'ALENE, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "City," and HDR Engineering, Inc., a Nebraska corporation, with its principal place of business at 412 E. Parkcenter Blvd., Suite 100, Boise, Idaho 83706, hereinafter referred to as the "Consultant."

WITNESSETH:

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

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

WHEREAS, the City has completed the design, and is completing the construction and start-up of the Phase 5B improvements;

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

WHEREAS, the City desires to design and construct additional ammonia improvements to provide additional treatment capacity to meet current NPDES permit limits in the summer of 2013 and to design and construct the first full scale increment of low phosphorus improvements to be required in upcoming permit renewals;

WHEREAS, the City, a public agency or political subdivision of the state, has previously competitively selected and awarded a professional services contract for an associated or phased project to Consultant, and the public agency or political subdivision may, at its discretion, negotiate an extended or new professional services contract with that person or firm, per Section 67-2320 of the Idaho Code;

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

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

Section 1. Definitions. In this agreement:

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

B. The term "Consultant" means HDR Engineering, Inc., 412 E. Parkcenter Blvd, Boise, Idaho 83706.

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

D. The term "Cost Plus Fixed Fee" shall mean compensation based on Direct Labor times Overhead Multiplier plus reimbursable expenses plus payment of a fixed amount agreed upon in advance, subject to modifications and amendments, for Consultant's services.

E. The term "Reimbursable Expenses" shall mean the actual direct expenses incurred specifically for the Project, other than the Consultant's cost of labor, administrative overhead, and fixed fee, that are identified in Exhibit "B" and are included in the total estimated cost for the scope of work. Reimbursable Expenses will include a 0% markup over Consultant's cost. Such expenses include the cost of transportation and subsistence incidental thereto, toll telephone calls, express mail, facsimiles, reproductions, copies, and operating time for computers and highly specialized equipment. Reimbursable expenses shall also include subconsultant costs which will be allowed a 5% markup over Consultant's cost. The maximum estimated Reimbursable Expenses are listed under the columns "Direct Costs" and "Subconsultant" in Table 2 of Exhibit "B." The total estimated expenses shall not be exceeded without prior written approval of the City. The Consultant shall advise the City when 75% of the listed expenses are exceeded.

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

Section 3. Scope of Services. The Consultant shall perform the services described in Exhibit "A," entitled Scope of Services, subject to and consistent with the terms of Exhibit "A," attached hereto and incorporated herein by reference.

Section 4. Personnel.

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

B. All of the services required hereunder will be performed by the Consultant or under his direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

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

Section 5. Time of Performance. The services of the Consultant shall commence upon written "Notice To Proceed" following execution of this agreement and shall proceed in accordance with the project schedule as shown in Exhibit "A."

Section 6. Compensation.

A. For Engineering Services as described in Exhibit "A," payment shall be on the basis of Cost Plus Fixed Fee. The Fixed Fee shall be as provided in Exhibit "B." Labor Costs shall be an amount equal to the Direct Labor Cost times a factor of 2.75. Labor rates may be subject to change on an annual basis escalated to an amount equal to the annual rate of inflation only if the Scope of the Work listed in Exhibit "A" is accomplished within the budget and fee established in Exhibit "B." Reimbursable Expenses incurred in connection with such services shall be in addition to the foregoing compensation.

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

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

D. Except as otherwise provided in this agreement, the City shall not provide any additional compensation, payment, use of facilities, service or other thing of value to the Consultant in connection with performance of agreement duties.

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

Section 8. Termination of Agreement for Cause. If, through any cause within Consultant's reasonable control, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this agreement, the City shall thereupon have the right to terminate this agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, and reports or other material prepared by the Consultant under this agreement shall at the option of the City become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred.

Section 9. Termination for Convenience of City. The City may terminate this agreement at any time by giving ten (10) days written notice to the Consultant of such termination and specifying the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, and reports or other material prepared by the Consultant under this agreement shall at the option of the City become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred.

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

Section 11. Equal Employment Opportunity.

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

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

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

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

Section 13. Assignability.

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

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

Section 14. Interest of Consultant. The Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this agreement. The Consultant further covenants that in the performance of this agreement, no person having any such interest shall be employed.

Section 15. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by the Consultant under this agreement which the City requests to be kept confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.

Section 16. Publication, Reproduction and Use of Materials. No material produced, in whole or in part, under this agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, electronic files, or other materials prepared under this agreement. Consultant shall provide copies of such work products to the City upon request.

City may make and retain copies of Documents for information and reference in connection with use on the Project by the City. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by the Consultant, as appropriate for the specific purpose intended, will be at the City's sole risk and without liability or legal exposure to the Consultant and Consultant's subconsultants. The City shall indemnify and hold harmless the Consultant and Consultant's subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.

Section 17. Audits and Inspection. Consultant shall provide access for the City and any duly authorized representatives to any books, documents, papers, and records of the Consultant that are directly pertinent to this specific agreement for the purpose of making audit, examination, excerpts, and transcriptions. Consultant shall retain all records pertinent to the project for three years after final payment and all other pending matters are closed.

Section 18. Jurisdiction; Choice of Law. Any civil action arising from this agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County, Idaho. The law of the state of Idaho shall govern the rights and obligations of the parties.

Section 19. Non-Waiver. The failure of the City at any time to enforce a provision of this agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this agreement or any part thereof, or the right of the City thereafter to enforce each and every protection hereof.

Section 20. Permits, Laws and Taxes. The Consultant shall acquire and maintain in good standing all permits, licenses and other documents necessary to its performance under this agreement. All actions taken by the Consultant under this agreement shall comply with all applicable statutes, ordinances, rules, and regulations. The Consultant shall pay all taxes pertaining to its performance under this agreement.

Section 21. Relationship of the Parties. The Consultant shall perform its obligations hereunder as an independent contractor of the City. The City may administer this agreement and monitor the Consultant's compliance with this agreement but shall not supervise or otherwise direct the Consultant except to provide recommendations and to provide approvals pursuant to this agreement.

Section 22. Integration. This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

Section 23. City Held Harmless.

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

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

Section 24. Notification. Any notice under this agreement may be served upon the Consultant or the City by mail at the address provided in Section 1 hereof.

Section 25. Special Conditions. Standard of Performance and Insurance.

A. Consultant shall maintain general liability insurance naming the City, its entities, and its representatives as additional insureds in the amount of at least \$500,000.00 for property damage or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for under Chapter 9, Title 6, Section 24 of the Idaho Code.

B. In performance of professional services, the Consultant will use that degree of care and skill ordinarily exercised under similar circumstances by members of the Consultant's profession. Should the Consultant or any of the Consultants' employees be found to have been negligent in the performance of professional services from which the City sustains damage, the Consultant has obtained Errors and Omission Insurance in at least the amount of two million dollars (\$2,000,000.00). The Consultant shall maintain, and furnish proof thereof, coverage for a period of two years following the completion of the project.

C. The Consultant shall obtain and maintain auto liability insurance in the amount of \$1,500,000.00 for the duration of the project.

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

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

CITY OF COEUR D'ALENE

HDR ENGINEERING, INC.

Sandi Bloem, Mayor

Karen M. Doherty, Vice President

ATTEST:

ATTEST:

Susan K. Weathers, City Clerk

Name / Title

EXHIBIT A

CITY OF COEUR D'ALENE

PHASE 5C.1 INITIAL TERTIARY MEMBRANE FILTRATION (TMF) / NITRIFICATION IMPROVEMENTS

ENGINEERING SCOPE OF SERVICES, SCHEDULE, AND COMPENSATION

INTRODUCTION

The City of Coeur d'Alene Wastewater Department capital improvement program includes new facilities that will be necessary to meet new effluent discharge requirements for the Spokane River. The City is currently constructing solids handling improvements that include additional digestion capacity, expansion of waste activated sludge thickening, a new Administration/Laboratory Building and a new Maintenance facility as a part of its Phase 5 treatment facility improvements. The City is also preparing to expand and upgrade the liquid stream of its wastewater treatment plant as a part of Phase 5 in response to growth and new, very stringent effluent phosphorus and ammonia discharge criteria. The 2009 Phase 5 Preliminary Design Report focused on establishing design criteria, site layouts, and cost opinions for the Phase 5 improvements, with an understanding that selection of one of the three liquid stream treatment options carried forward from the 2009 Wastewater Facility Plan Amendment would be completed upon further study.

The City has been operating a Low Phosphorous Demonstration Pilot Test (Pilot) since May 2010 as called for in the 2009 Wastewater Facility Plan Amendment. The Pilot is being used to investigate the three candidate low phosphorous treatment technologies under variable flow and loading conditions and to provide City operations staff experience with the technologies. Preliminary Pilot testing results from the first year of operation indicate there is potential for re-arrangement and phasing of the preliminary treatment process plan to provide for increased full-scale ammonia and 1.0 mgd of phosphorus removal capability. This re-arrangement is expected to lead to a significant overall reduction in the cost of the Phase 5 program.

The city's current NPDES permit for discharge to the Spokane River includes an ammonia limit which is reduced from 10 mg/L to 7.4 mg/L as plant flow increases to a rate greater than 4.2 mgd. Currently, the combination of IFAS in the Solids Contact Tank and reduced centrate flow has kept ammonia within the limit as flow ranges from 3.5 mgd to 3.8 mgd. When the plant flow reaches 4.2 mgd and the lower permit limit for ammonia becomes necessary, additional ammonia reduction process improvements will be needed to consistently meet the permit. Additionally, more stringent ammonia limits are anticipated in the next NPDES permit.

Results from pilot testing indicate that substantial nitrification (a.k.a., ammonia reduction) in the Tertiary Membrane Filtration (TMF) Chemical Mixing Tank reduces the ammonia concentration in the tertiary effluent; this is beneficial for meeting the permit requirements.

At the same time that the permit ammonia limit is dropping, a more stringent carbonaceous biological oxygen demand (CBOD) limit is being added. For the next permit cycle, this permit CBOD limit is expected to be 5 mg/L. Results from the pilot plant show that the TMF effluent is consistently less than 2 mg/L CBOD, while secondary effluent from the existing plant is in the range of 5-7 mg/L CBOD.

The 2009 wastewater facility plan amendment includes new aeration tanks for added ammonia reduction. The existing treatment plant would be capped at approximately 3 mgd while additional capacity would be provided in a parallel 9 mgd treatment expansion. With the ammonia reduction and low effluent CBOD concentration across the TMF system discovered in the demonstration pilot testing, potentially 6 mgd of capacity of the existing trickling filter/solids contact (TF/SC) plant could be made available in the future. This decreases the extent that parallel facilities are needed – from 9 mgd to 6 mgd – as flows increase to an ultimate capacity of 12 mgd. New TMF facilities can be added incrementally to keep pace with the decreasing ammonia limit and the new CBOD limit. Continued testing and evaluation of performance after the initial 1.0 mgd increment of TMF facilities will determine if the full 6 mgd of capacity will become available.

This Contract amendment provides for design of expanded aeration facilities and 1.0 mgd of TMF that can be added incrementally as flows increase and more stringent ammonia, phosphorus, and CBOD permit limits go into effect. Pilot plant results and actual performance of the TMF facilities will determine when additional increments of TMF are added. Tasks included in this Contract amendment include the following:

- Task 100 Project Management
- Task 200 Wastewater Facility Plan Amendment
- Task 300 Update the Phase 5 Preliminary Engineering Report
- Task 400 TMF Equipment and Aeration Blower Pre-purchase
- Task 500 Detailed Design
- Task 600 Bid Period Services

Each of these tasks is described in more detail below.

SCOPE OF SERVICES

Task 100 – Project Management

Objective:

The purpose of Task 100 is to plan and execute the design of TMF/Nitrification Improvements in accordance with the schedule and budget established in this scope of services.

Approach:

- Amend the existing Phase 5 Project Management Plan that includes project objectives and priorities; role of the City and HDR throughout the project; contract work plan, including scope, schedule, budget, resource assignments, and coordination requirements; quality assurance and quality control plan; reporting requirements; and administrative

procedures, such as invoicing and communication protocol. The plan will be distributed to consulting team members and City personnel.

- Every other week, conduct 1-hour conference calls with City's project manager to review project status and action items.
- Attend one meeting with City staff in the City of Coeur d'Alene to kickoff and review the design effort.
- Attend three meetings with City staff in the City of Coeur d'Alene to review the Preliminary Engineering Report, the 60 percent submittal, and the 90 percent submittal.
- Monitor project progress including work completed, work remaining, budget expended, schedule, estimated cost of work remaining, and estimated cost at completion.
- Provide review of concepts and criteria involved with this design.
- Prepare and submit monthly narrative report and invoice for the duration of the project.

Assumptions:

- Project duration will be up to 10 months as detailed in the Schedule.
- City will participate in conference calls and workshops/meetings.
- City will review narrative report amendments and approve invoices.
- City will review and approve modifications to approach, schedule, and deliverables as appropriate.
- Quality control reviews of work activities and project deliverables are included in each task.

Deliverables:

- Project Management Plan update (single pdf transmitted via email).
- Agenda and meeting notes for workshops/meetings (electronic .doc file or email).
- Monthly progress narrative and monthly invoices (up to 10 hard copies).

Task 200 – Update to the 2009 Wastewater Treatment Facility Plan Amendment

Objective:

Task 200 will provide a new chapter to the 2009 Wastewater Facilities Plan Amendment to serve as the final liquid stream process planning tool for the City. This will serve as a basis for updating the City's financial planning and rate analysis, updated permitting, updated environmental review, judicial validation and implementation of Phase 5C preliminary and final designs.

Approach:

- Develop a new chapter of the Wastewater Facilities Plan that documents the justification for the liquid stream process selection.
- Update the long-term vision for the liquid stream process and treatment plant site layout.
- Develop a recommended long-term site master plan for the selected liquid stream process including:
 - An updated site plan for major treatment facilities, roadways and site features at buildout (12 mgd).

- Update the anticipated phasing of expansion and upgrade requirements over the next 20 years which ties the recommended phasing to expected permit cycles and requirements.
- Develop computer generated renderings of the street-level and “bird’s eye” perspective for the wastewater treatment plant site incorporating the selected liquid stream facilities.
- Develop a planning-level (+40% to -20%) opinion of probable construction cost for the selected liquid stream facilities.
- Meet with City staff to review the recommended plan and incorporate final staff comments for final chapter development.
- Amend and re-publish the 2009 Wastewater Facilities Plan Executive Summary to reflect the outcome of the liquid stream process selection.
- Compose one letter with technical justification in support of the city’s judicial confirmation process.

Assumptions:

- City will review the final Wastewater Facilities Plan liquid stream process selection chapter and provide comment.
- The Facilities Plan liquid stream process selection chapter will be a stand-alone chapter to be added to the 2009 Wastewater Facility Plan.
- The 2009 Wastewater Facility Plan executive summary will be amended to reflect the outcome of the liquid stream process selection.
- City will seek judicial confirmation in an effort to be led by the city and outside Bond Counsel. HDR’s effort will be limited to composing a letter which describes the technical justification for up to 12 hours of a project principal.

Deliverables:

- Draft and Final versions of the liquid stream process selection chapter of the Wastewater Facility Plan Amendment (Six hard copies of chapters including digital files in .pdf format)
- Draft and Final versions of the Wastewater Facility Plan Executive Summary amendment (Six hard copies including digital files in .pdf format).
- Draft and Final versions of the updated site master plan for the selected liquid stream process (Six hard copies including digital files in .pdf format).

Task 200 – Update the Phase 5 Preliminary Engineering Report

Objective:

Task 200 will provide an update to the preliminary engineering report required by DEQ. The IDAPA Wastewater Rules (58.01.16) Section 411—*Facility and Design Standards for Municipal Wastewater Treatment or Disposal Facilities – Preliminary Engineering Reports*, requires that a Preliminary Engineering Report be prepared by an Idaho licensed professional engineer and submitted to DEQ for review and approval.

Approach:

- Include the following contents in the Preliminary Engineering Report (described in detail in IDAPA §411.03):

- Identify and evaluate wastewater related problems
- Assemble basic information
- Present criteria and assumptions
- Examine alternative solutions with preliminary layout and cost estimates (opinions of probable construction cost)
- Offer a conclusion with a proposed project
- Outline official actions and procedures to implement the project.
- Items adequately addressed in the Facility Plan under which the project is being designed may be addressed by reference for purposes of the Preliminary Engineering Report.
- Update the *Phase 5 Preliminary Design Report*, dated May 2009, to reflect the TMF/Nitrification Improvements that were identified as one of the available alternatives in the report. The following Sections of the report are expected to be affected to reflect the TMF/Nitrification Improvements:
 - Introduction and Summary of Recommended Project
 - Section 1: Design Objectives and Criteria
 - Section 3: Hydraulic Profile
 - Section 4: Liquids and Solids Balance
 - Section 5: Process Selection Review
 - Section 7: Aeration Basin
 - Section 8: Blower Building
 - Section 9: Chemical Storage and Feed
 - Section 10: RAS/WAS Pumping
 - Section 12: Tertiary Filtration and Tertiary Pumping
 - Section 13: Yard Piping and Ductbanks
 - Section 18: Electrical Supply
 - Section 19: Instrument and Controls
 - Section 20: Provisions for Future Phases
 - Section 21: Summary Phase 5B and 5C Opinion of Probable Cost
- Present the update to the *Phase 5 Preliminary Design Report* in the form of an addendum to be inserted into the report.
- Attend a conference with the building official to present a project overview and discuss code requirements prior to completing the preliminary engineering report. (HDR project manager and design manager)
- Use the services of senior design personnel to conduct a detailed review of the preliminary design report Sections edited for the TMF/Nitrification Improvements.
- Document quality assurance/quality control comments and responses.

Assumptions:

- New site surveys and geotechnical reports will not be required for completion of the preliminary design report update.
- City will provide timely review of the updated preliminary design report addendum and will provide a single set of reconciled review comments.
- City will provide input on project phasing and site layout.
- City will review the draft and final *Phase 5 Preliminary Design Report* addendum and the updated executive summary and Opinion of Probable Construction Cost.

- City will attend review meetings and participate in generating comments, establishing requirements, and providing preferences.

Deliverables:

- Draft and Final versions of the *Phase 5 Preliminary Design Report* addendum. (.pdf format)
- Draft and Final versions of the updated *Phase 5 Preliminary Design Report Executive Summary* (.pdf format)
- Opinion of Probable Construction Cost of the TMF/Nitrification Improvements. (.pdf format)

Task 300 – TMF Equipment and Aeration Blower Pre-purchase

Objective:

The purpose of Task 300 is to assist the City in procuring long lead-time equipment that could affect the scheduled completion date if not ordered until after award of the construction contract. The TMF equipment and the aeration blowers have been identified as being long lead-time equipment required for the TMF/Nitrification Improvements.

Approach:

- Prepare plans and specifications including contract equipment procurement provisions and technical specifications for equipment procurement. There will be two equipment procurement documents.
- Assist the City in equipment procurement bidding including answering bidder’s questions.
- Prepare up to one addendum (two total – one for each equipment procurement document) to respond to supplier/bidder’s questions.
- Following the equipment procurement bidding, evaluate the apparent low bidders for compliance with the equipment procurement plans, specifications, and addendum and provide the City with contract award recommendations.
- Review equipment procurement submittals.
- Coordinate equipment procurement schedules with the construction project schedule.

Assumptions:

- City will participate in selection of preferred and listed bidders.
- City will provide timely review of the plans and specifications and will provide a single set of reconciled review comments.
- City will conduct the equipment procurement bidding.
- City will issue the Notice of Award and Notice to Proceed.
- City will review bidder’s invoices and make payments when due.

Deliverables:

- Camera-ready specifications and reproducible drawings (camera-ready copies, sixteen (16) half-size copies of contract documents).
- Draft and final Contract Documents in digital .pdf and AutoCAD format.
- Up to one addendum (two total – one for each equipment procurement document).

- Recommendations of award (two total – one for each equipment procurement document).

Task 400 – Detailed Design

Objective:

Complete plans and specification for the TMF/Nitrification Improvements construction project for submittal to DEQ and for bidding the project to general contractors.

Approach:

Detailed design will include 60 percent and 90 percent submittals to the City for review and comments and a 100 percent submittal to DEQ for review and approval.

Subtask 401 – Plans and Specifications

Prepare detailed plans and specifications for the recommended facilities developed in the Preliminary Design Report. A preliminary drawing list includes:

General

Cover Sheet
Drawing Index
Site Plan, Staging Areas, Survey Control
General Abbreviations
General Equipment and Piping Abbreviations
General Legends and Symbols
Process Design Criteria
Process Flow Diagram

Civil

Existing Yard Piping and Demolition Plan
Yard Piping Plan
Finished Contours, Paving and Grading
Sections and Details

Structural

Structural General Notes
Overall TMF Plan
Tank Plan
Tank Sections 1
Tank Sections 2
Tank Sections and Details
Building Plan
Roof Plan
Building Sections 1
Building Sections 2
Building Details
Misc Structures Plan
Misc Structures Details

Architectural

Overall TMF Plan
Code Compliance Review
Building East Elevation
Building North and South Elevations
Building Floor Plan
Building Roof Plan
Wall Types
Wall Sections
Schedules
Details

Process

Process Legends and Symbols
Demolition Details
Overall TMF Plan
Tank Plan
Tank Sections
Tank Details
Building Plan
Building Sections 1
Building Sections 2
Building Details
Secondary Control Building Details
Secondary Clarifier Influent Pump Station
Secondary Clarifier Effluent Pump Station

Mechanical

Mechanical Legends and Symbols
HVAC Plan
HVAC Sections and Details
Plumbing Plan
Plumbing Sections and Details

Electrical

Electrical Legend and Abbreviations
Partial Site Electrical Plan
Tank Power Plan
Tank Lighting and Control Plan
Building Power Plan
Building Lighting and Control Plan
Pump Stations Power and Control Plan
MCC One-Line Diagram
MCC Elevation
Panel, Conduit, Cable, and Lighting Schedules
Secondary Control Building Modifications 1

Secondary Control Building Modifications 2
Control Diagrams 1
Control Diagrams 2
Instrumentation and Controls
Instrumentation Legend and Abbreviations
Control System Block Diagram
Aeration Air P&ID
Recycle Pumps P&ID
Waste Activated Sludge P&ID
Permeate P&ID
Chemical Addition P&ID
3W P&ID
HWS/HWR P&ID
Pump Station P&ID
Chlorine Contact Tank and Final Effluent P&ID
Local Control Panel Elevations
PLC 1
PLC 2
PLC 3

Subtask 402 – Review Meetings

- Submit a 60 percent set of plans and specifications and a 90 percent submittal set of plans and specifications to the City for review and comments.
 - Prepare a checklist in the form of a quality assurance log which summarizes all comments and provides a running archive of the design team’s response to the comments.
- Conduct a review meeting at the treatment plant with HDR (contract manager, project manager, design manager, and two project engineers) and City staff following each submittal and review.

Subtask 403 – Design QA/QC Reviews

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

- Conduct a formal design QA/QC review at the 60 percent and 90 percent design points by the identified Quality Assurance Team/Technical Advisors.
- Document QC reviews with a completed QC form.

Subtask 404 – Building Department Coordination

- Complete the project design in conformance with the City’s code requirements.
- Provide technical criteria, written descriptions, and design data, or coordinate the submittal of these data for use in filing an application for a City building permit with the City Building Department.
- Attend a conference with the building official prior to filing the City building permit application. (HDR project manager and design manager)

Subtask 405 – Opinion of Probable Construction Cost

- Update the opinion of probable construction cost at the 60 percent and 90 percent design points.

Assumptions:

- Drawings will be prepared per industry standards and specifications will be prepared using the sixteen-division format of the Construction Specifications Institute.
- The design will incorporate HDR and City of Coeur d’Alene engineering and equipment standards to maintain consistency and compatibility with the City’s facilities.
- Up to 90 drawings will be prepared for the TMF/Nitrification Improvements.
- City will assist with establishing final design criteria.
- City will provide comments on 60 percent and 90 percent review submittals.
- City will perform a timely review of submittals and will provide a single set of reconciled review comments.
- City will participate in review meetings.

Deliverables:

- Draft design drawings (4 half size hard copies).
- Final design drawings (camera-ready copies, 60 half-size hard copies).
- Draft specifications (4 hard copies).
- Final specifications (camera-ready copies, 60 hard copies).
- Opinion of probable construction cost submittals at 60 and 90 percent design stages.
- Memoranda, decision log, and quality assurance log summarizing comments and responses from design reviews.

Task 500 – Bid Period Services

Objective:

Provide assistance to the City in contractor prequalification, project bidding, bid evaluation and assistance to the City in award of the TMF/Nitrification Improvements construction contract.

Subtask 501 – Pre-Qualification Assistance – General Contractor

- HDR will assist the City in conducting a General Contractor Pre-qualification process.
- HDR will refine the bidding process for the project by completing pre-qualification for general contractors. The objectives of general contractor pre-qualification will be as follows:
 - Identify contractors bidding the TMF/Nitrification Improvements project that are qualified for the work included in this contract.
 - Establish a systematic basis for qualifications submittal and review for bidding.
 - Establish a list of the pre-qualified contractors for bidding.
- Prepare and send a questionnaire and request for financial statements to prospective bidders/general contractor respondents.
- Prepare a scoring system for rating the answers given by the respondents and by the references.
- Develop an appeal procedure to address potential requests from candidate general contractors not included on the pre-qualified list for bidding.
- Review the draft questionnaire, scoring system and appeal procedure with City staff and prepare the final questionnaire for advertisement.
- Prepare an announcement for General Contractor Pre-qualification package submittals in advance of bidding. This work will include the following tasks:
 - Prepare an announcement of pre-qualification procedures.
 - Assist the City in response to questions about the questionnaire and request for financial statements.
- Work with City staff to form a General Contractor Pre-qualification review panel comprised of City staff and consultant project manager and project engineer.
- Review the pre-qualification questionnaire and financial statement submittals from prospective contractors.
- Conduct reference reviews for the candidate contractors in conjunction with city staff.
- Score the submittals, prepare a listing of the pre-qualified contractors, and submit to city to publish the results.
- Participate in the City's appeal procedure to address potential requests from candidate contractors not included on the pre-qualified list for bidding and will publish the final list of pre-qualified contractors for bidding.

Subtask 502– Printing/Plotting Plans and Specifications

- Provide for printing of contract documents for use in bidding the construction contract.
- Produce 60 sets of half-sized plans and specifications (printed in installments of 30, 15 and 15 sets) for the final bid and permit acquisition point.
- Provide the City with the camera-ready originals of the project specifications and drawings following the project bid.
- Supply the Contractor with four (4) sets of executed contract documents. Drawings for construction will be produced at full size.

Subtask 503 – Bid Advertisement

- Assist the City in advertising and obtaining bids for materials, equipment and services to be performed by contractors for the construction contract.

Subtask 504 – Prospective Bidder Notification

- Contact prequalified general contractors approximately four (4) weeks prior to the first bid advertisement to alert them to the project and general bidding requirements.

Subtask 505 – Pre-Bid Conference

- Prepare an agenda and conduct a pre-construction conference, to be attended by the City, interested Contractors, and HDR project manager.
- HDR project manager or design manager will conduct a single presentation and tour of the work site for bidders.
- Compile and distribute the pre-bid conference meeting minutes.

Subtask 506 – Addenda and Bid Assistance

- Receive prospective contractor questions and issue up to two addenda to respond to the bidders' questions.

Subtask 507 – Bid Opening, Tabulation and Contract Award

- Prepare bid tabulation sheets, assist the City in evaluating bids, and help the City determine contractor responsiveness and responsibility.
- Assist the City in awarding of the construction contract through a recommendation of award.

Assumptions:

- The City conducted a successful general contractor prequalification process for the Phase 5B improvements to the wastewater facility and it is anticipated that the City will find potential benefits to a similar process for the TMF/Nitrification Improvements. The general contractor prequalification process developed as part of Phase 5B serves as a model for subsequent pre-qualification processes.
- Half-sized documents will be used exclusively during project review and bidding to save costs.
- Full size will be made available after the project bid.
- Actual number of document sets may vary dependent upon project requirements.
- HDR will invoice the City for actual charges incurred for printing.
- Additional cost for document printing and disposition beyond that provided in the engineering fee will be treated as an additional scope item and billed as additional services.
- The Project will be bid as one construction contract, TMF/Nitrification Improvements, under this task.
- City will publish notices.
- City will follow City procurement rules and requirements.
- City will participate in the pre-bid conferences.
- City will participate in the recommendation for award.

Deliverables:

- Pre-qualification advertisement and format development (.doc file via email).
- Pre-qualification review recommendations (one hard copy letter).
- Recommended bid advertisements (.doc file via email).
- Up to two addenda (up to 10 hard copies).
- Bid tabulations (.xls file via email).
- Recommendation of award (one hard copy letter).
- Pre-bid conference meeting minutes (.doc via email).
- Drawings (camera-ready copies, sixty (60) half-size copies of bid and permit acquisition documents, ten (10) copies of full-size after bidding).
- Specifications (camera-ready copies, sixty (60) copies of bid documents).
- Final Contract Documents in digital .pdf and AutoCAD format.

SCHEDULE

Assuming that Notice to Proceed will be issued on July 20, 2011, the project schedule is as follows. If the NTP changes or city involvement delays, the schedule will be moved by an equal number of days.

Task	Description	Schedule
100	Project Management	Consistent with associated tasks noted below.
200	Update the 2009 Wastewater Facility Plan Amendment	NTP through August 29, 2011
300	Update the Phase 5 Preliminary Engineering Report	NTP through August 29, 2011
400	TMF Equipment Procurement	NTP through January 16, 2012
500	Detailed Design	August 29, 2011 through January 30, 2012
600	Bid Period Services	January 30, 2012 through May 23, 2012

COMPENSATION

Consultant's total compensation for services provided pursuant to this agreement, including labor and overhead costs and expenses, subconsultant compensation, and Consultant's fixed fee of \$86,646.00, shall not exceed \$973,555.00 without written authorization by the City of Coeur d'Alene.

Consultant shall invoice City monthly for Consultant's services. Invoices shall itemize costs incurred for each task identified in the scope of work.

EXHIBIT B

CITY OF COEUR D'ALENE

PHASE 5C.1 INITIAL TERTIARY MEMBRANE FILTRATION (TMF) / NITRIFICATION IMPROVEMENTS

COMPENSATION SCHEDULE

TASK	HDR DIRECT LABOR	HDR INDIRECT LABOR	HDR TOTAL LABOR	EXPENSES	HDR FIXED FEE	HDR NFE	SUB-CONSULT.	TOTAL
Task 1 - Project Management	\$ 34,968	\$ 61,194	\$ 96,162	\$ 8,618	\$ 11,539	\$ 116,319	\$ 3,612	\$ 119,931
Task 2 - Update to the 2009 Wastewater Treatment Facility Plan Amendment	\$ 14,640	\$ 25,619	\$ 40,259	\$ 4,505	\$ 4,831	\$ 49,595	\$ -	\$ 49,595
Task 3 - Update the Phase 5 Preliminary Engineering Report	\$ 22,686	\$ 39,701	\$ 62,387	\$ 3,837	\$ 7,486	\$ 73,710	\$ 5,670	\$ 79,380
Task 4 - TMF Equipment and Aeration Blower Prepurchase	\$ 26,469	\$ 46,321	\$ 72,791	\$ 4,277	\$ 8,735	\$ 85,802	\$ -	\$ 85,802
Task 5 - Detailed Design	\$ 142,419	\$ 249,233	\$ 391,652	\$ 32,606	\$ 46,998	\$ 471,256	\$ 81,950	\$ 553,206
Task 6 - Bid Period Services	\$ 21,381	\$ 37,418	\$ 58,799	\$ 14,620	\$ 7,056	\$ 80,475	\$ 5,166	\$ 85,641
TOTAL COMPENSATION	\$ 262,563	\$ 459,485	\$ 722,048	\$ 68,463	\$ 86,646	\$ 877,157	\$ 96,398	\$ 973,555

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: July 11, 2011
FROM: David E. Shults, Capital Program Manager *D. S.*
SUBJECT: Change Order #6 for Contractors Northwest for WWTP Phase 5B

DECISION POINT:

The City Council is requested to approve Change Order #6, for an increased cost of \$51,746 to the City's agreement with Contractors Northwest, Inc., for a total construction contract amount of \$11,081,417.

HISTORY:

Construction of the Phase 5B project improvements is approximately 95 percent complete. Phase 5B includes a new administration/lab building and a multi-bay garage, which are complete and currently occupied by the City's wastewater staff. Phase 5B also includes a biosolids digester, a digester control building, a biogas control building, extension of the below-grade utilidor, improvements to the operator control building, and improvements to the solids control building. These project elements are expected to be completed by October 2011.

Change Order #6 includes several changes to the plans and specifications that were made by project consultant, HDR Engineering and City staff. Descriptions of the change items are included in the attached letter from HDR Engineering.

The eleven items of the change order include:

- four items that added features requested by City staff to improve functionality, safety, operation, and maintenance;
- four items to add necessary components that were not in the original design;
- two items that required rework to correct design issues for which HDR will reimburse the City;
- one item that credited a previously approved change order item so that the work can be combined with a new related work item on this change order.

HDR and city staff negotiated the elements and costs of the change order, and believe they are fair and reasonable, and that the changes are necessary.

FINANCIAL ANALYSIS:

Phase 5B Construction Costs

Building Permits	82,948
Equipment Prepurchase	125,000
Archeological Monitoring	7,486
Construction Engineering and Inspection	1,999,478
Construction Bid	10,632,100
Construction Change Order #1	48,801
Construction Change Order #2	78,850
Construction Change Order #3	64,804
Construction Change Order #4	105,280
Construction Change Order #5	99,836
<u>Construction Change Order #6 (new)</u>	<u>51,746</u>

Total Phase 5B construction project cost	13,296,329
Assumed Project Contingency	631,579 (5% of Construction and Engineering)
-Engineer's original Construction Contract Cost Estimate	12,314,000 (-5% to +10%)
-Original Construction Contract Amount	10,632,100
-Current Construction Contract Amount	11,081,417
-Current construction cost increases	449,317
-Current change order percentage	4.2%

Funding: Construction of Phase 5B is a two year project partially funded by a \$12M loan from DEQ at an annual interest rate of 0.5% repayable over a 20 year period, and partially funded by approximately \$1,500,000 cash reserves in the City's Wastewater Fund. The City budget for the first year in FY 09/10 was \$8,514,436. The current FY 10/11 City budget for the second year is \$7,500,000.

DISCUSSION:

The project involves seven different structures and associated building permits, a combination of heavy industrial construction and architectural commercial building construction, and loan funding mandates for use of only American made materials, payment of Davis-Bacon prevailing wages, and extensive documentation and reporting. The change orders to date are within reason (4.2%) and the project team continues to work together to identify and quickly resolve issues on the project site that were not anticipated in the original plans and specifications. Many of the change items result in improvements for better operations and maintenance. The change order items on the project are typical of a project of this complexity, the project is progressing on schedule, and the cost of construction is \$618,583 less than the originally anticipated cost for the project.

DECISION POINT/RECOMMENDATION:

The City Council is requested to approve Change Order #6, for an increased cost of \$51,746 to the City's agreement with Contractors Northwest, Inc., for a total construction contract amount of \$11,081,417.

Attachment
c. Katy Baker

IDEQ, Cd'A

des1441

July 6, 2011

City of Coeur d'Alene Wastewater Department
Attn: Mr. Dave Shults, Capital Program Manager
710 E. Mullan Ave.
Coeur d'Alene, Idaho 83814

**RE: City of Coeur d'Alene Wastewater Treatment Plant
Phase 5B Solids Processing Improvements
Change Order No. 6 for Contractors Northwest, Inc. (CNI)**

Dear Mr. Shults:

Please find attached, for your review and approval, the recommended Change Order No. 6 for the above referenced project.

Summary

The total for the recommended Change Proposal Requests included in Change Order No. 6 is \$51,746. This results in an increase of the contract price from \$11,029,671 to a revised contract price of \$11,081,417.

Please note for comparison that the original Opinion of Probable Construction Cost (i.e., cost opinion) range, published at the time of the project bid, was from \$11,700,000 to \$13,500,000 with a base cost opinion of \$12,314,000. The median of bids from pre-qualified contractors prior to award of the contract was \$12,335,000 and the average was \$12,440,000. The revised contract price, reflecting this change order, remains approximately \$618,583 less than the low end of the cost opinion prior to bid.

Also, as further described below, HDR has agreed to contribute \$1,041.00 towards CPR 112 - Digester Control Building Valve Relocation and \$8,094.00 toward CPR 143 - Glassware Washer Replacement to reimburse the City for issues which required corrective action following construction of the items.

Change Proposal Requests

This Change Order No. 6 incorporates the Change Proposal Requests (CPRs) attached to this letter of transmittal and are summarized below:

CPR No. 089C – Administration Laboratory and Collections Maintenance Garage Floor Coating Improvements. This Change Proposal Request involves providing the necessary materials, labor and equipment to modify several floor areas within the Administration/Laboratory and Collections Maintenance Garage Buildings to provide for both improved longevity and better maintenance and performance of the flooring systems.

CPR No. 089B, executed in Change Order No. 4, provided an epoxy floor in the Laboratory, hardened concrete floor in the Collections Maintenance Garage shop, and hardened and dyed concrete floors in several areas within the Administration Laboratory Building. This CPR will add a hardened concrete floor in Stair #2 and concrete polishing in the areas scheduled to receive hardener and dye under CPR No. 089B. Since this revision also includes the improvements made in CPR No. 089B to include a summary of all flooring enhancements, a corresponding credit would be executed at the same time as this CPR No. 089C.

The original project design included sealed concrete floors for the Reception Area, Lobby and stairwell areas in the Administration/Laboratory Building and Lunch room, SCADA room, Office and Corridor in the Collections Maintenance Garage. After discussing the flooring plan with the Contractor's flooring expert, it was determined that a floor hardener would provide greater longevity of the floor finish and would be easier to maintain than the original sealant specified. Additionally, a polished surface prior to application of the hardener and dye would provide the appearance desired. The additive cost of this change item is associated with the concrete polishing, application of a moderately more expensive concrete hardener and dye. The Sample Receiving room of the Administration/Laboratory Building had been originally planned to include resilient sheet vinyl flooring. Similar to the areas noted above, it was determined that a polished, hardened and dyed flooring system would be installed in this area.

The Laboratory Work Area of the Administration/Laboratory Building was originally specified to receive resilient sheet vinyl flooring. Although this type of flooring system is commonly used in laboratories, it was determined that the specified flooring material has a shorter wear life and lower chemical resistance than desired for the active laboratory facility supporting the treatment plant. HDR and the City determined that installation of a liquid epoxy terrazzo flooring system with paint chips would provide the chemical resistance, ease of long-term maintenance, ease of spot repair, avoidance of installation seams and overall long-term service for the facility desired at an equivalent cost to the originally specified sheet vinyl flooring.

This change item is an additional cost of \$14,906.00. However, a credit of (\$4,666.00) would also be included for previously executed CPR No. 089B resulting in a net increase of \$10,240.00 for this change item. A change to the contract duration was not required for this change item.

CPR No. 109 - Administration Building Canopy Roof and Soffit. This Change Proposal Request involves providing the necessary materials, labor and equipment to provide a metal roof and soffit for the east canopy of the Administration Laboratory Building. The metal roof for the canopy will match the metal roof installed on the building. The soffit will provide a more finished appearance by enclosing the structural steel members and metal decking above the main entrance to the building. This CPR also provides a drywell for the drainage off the new metal roof. This change item results in an additional cost of \$10,987.00 to the original contract amount. A change to the contract duration was not required for this change item.

CPR No. 112 - Digester Control Building Valve Relocation. This Change Proposal Request involves providing the necessary materials, labor and equipment to switch the location of two check valves and isolation valves on the discharge side of the digester mixing pumps. This change item results in an additional cost of \$1,041.00 to the original project cost. As a result of an error on the contract drawings, HDR has agreed to reimburse the City in full for this rework and will show a credit on a future invoice for professional services for this project. A change to the contract duration was not required for this change item.

CPR No. 113 - Collections Maintenance Garage Night Lights. This Change Proposal Request involves providing the necessary materials, labor and equipment to provide night lights and a photocell to control the additional lights. Wastewater staff desired to provide illumination within the Collections Maintenance Garage shop area during the night to provide for better safety and security, without having to leave the main shop lights on continuously. This change item results in an additional cost of \$4,894.00 to the original contract amount. A change to the contract duration was not required for this change item.

CPR No. 120 - Administration Laboratory Building Occupancy Sensor Override Switch. This Change Proposal Request involves providing the necessary materials, labor and equipment to install an override switch for the occupancy sensor associated with the lights in the reception/waiting area of the Administration Laboratory Building. During certain time periods these spaces will be unoccupied; however, staff members desire the lights to remain on to alert the public that the Administration Office is open and conducting business. This change was initially issued as a Work Change Directive to enable the switch to be installed prior to the scheduled Wastewater staff move-in date. This change item results in an additional cost of \$614.00 to the original contract amount. A change to the contract duration was not required for this change item.

CPR No. 122 - Building Address Number Coating and Installation. This Change Proposal Request involves providing the necessary materials, labor and equipment to coat and install the Owner-furnished building address numbers. The building address numbers were coated with a high performance industrial coating color matched to the existing architectural scheme and installed at locations approved by the City of Coeur d'Alene Fire Department. This change was initially issued as a Work Change Directive to enable installation of the building address numbers for issuance of the Temporary Occupancy Permit prior to the scheduled Wastewater staff move-in date. This change item results in an additional cost of \$1,369.00 to the original contract amount. A change to the contract duration was not required for this change item.

CPR No. 132 - Collections Maintenance Garage Communications Cabinet Relocation. This Change Proposal Request involves providing the necessary materials, labor and equipment to relocate the Collections Maintenance Garage communications cabinet from the originally designed shop area to the SCADA room that was determined to be a preferred location after construction. The relocation also includes testing all cable terminated during the relocation. This change item results in an additional cost of \$5,884.00 to the original contract amount. A change to the contract duration was not required for this change item.

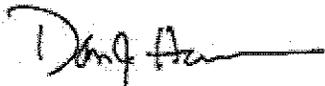
CPR No. 136 - Digester Control Building Hot Water Loop Pump Power. This Change Proposal Request involves providing the necessary materials, labor and equipment to extend electrical conduit up through the mechanical access platform to the hot water loop pumps at the location on the mechanical access platform. The hot water loop pumps will be more accessible for operation and maintenance activities at the selected location. This change item results in an additional cost of \$5,404.00 to the original contract amount. A change to the contract duration was not required for this change item.

CPR No. 143 - Glassware Washer Replacement. This Change Proposal Request involves providing the necessary materials, labor and equipment to replace the specified and installed glassware washer with the model desired by the Wastewater staff. This change item results in an additional cost of \$8,094.00 to the original project cost. As a result of an oversight and miscommunication in development of the specification, HDR has agreed to reimburse the City in full for this rework. HDR will show a credit on a future invoice for professional services for this project. A change to the contract duration was not required for this change item.

CPR No. 150 - Rotary Screen Thickener Control Panel Relocation. This Change Proposal Request involves providing the necessary materials, labor and equipment to install the two local control panels for the Owner-furnished rotary screen thickeners at a different location than shown on the contract drawings. At the revised location, the local control panels will be more easily accessed and will better enable the operations staff to position themselves between the two pieces of equipment and observe their operation simultaneously. This change item results in an additional cost of \$3,219.00 to the original contract amount. A change to the contract duration was not required for this change item.

Please contact either of us if you require additional explanation or information.

Sincerely,
HDR ENGINEERING, INC.



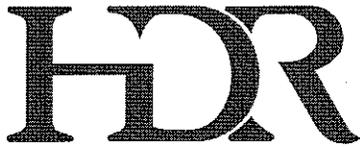
Dan J. Harmon, P.E.
Project Manager



Michael Zeltner, P.E.
Project Engineer

- c. David Keil, HDR Engineering, Inc.
Dave Thompson, HDR Engineering, Inc.
Don McIntosh, Contractors Northwest, Inc.

Enclosures. Change Order No. 6 w/ associated CPRs



CHANGE ORDER NO. 6

OWNER: City of Coeur d'Alene, ID

DATE: July 6, 2011

CONTRACTOR: Contractors Northwest, Inc.

HDR PROJECT NO.: 134317

PROJECT: City of Coeur d'Alene Wastewater Treatment Plant
Phase 5B Solids Processing Improvements

CONTRACT DATE: January 19, 2010

CONTRACT PERIOD: April 8, 2011 to July 6, 2011

It is agreed to modify the Contract referred to above as follows:

Provide all materials, labor and equipment necessary for the work outlined in the CPRs listed in the table below. CPRs, including back-up documentation, are attached to this Change Order.

CPR	Description	Time Extension (Calendar Days)	Cost
089B	Administration Laboratory Building and Collections Maintenance Garage Floor Coating Improvements - Credit from Change Order No. 4	0	(\$4,666.00)
089C	Administration Laboratory Building and Collections Maintenance Garage Floor Coating Improvements	0	\$14,906.00
109	Administration Laboratory Building Canopy Roof and Soffit	0	\$10,987.00
112	Digester Control Building Valve Relocation	0	\$1,041.00
113	Collections Maintenance Garage Night Lights	0	\$4,894.00
120	Administration Laboratory Building Occupancy Sensor Override Switch	0	\$614.00
122	Building Address Number Coating and Installation	0	\$1,369.00
132	Collections Maintenance Garage Communications Cabinet Relocation	0	\$5,884.00
136	Digester Control Building Hot Water Loop Pump Power	0	\$5,404.00
143	Glassware Washer Replacement	0	\$8,094.00
150	Rotary Screen Thickener Control Panel Relocation	0	\$3,219.00
Change Proposal Requests Total Amounts		0	\$51,746.00

CHANGE ORDER SUMMARY

Contract Price:

Contract Price prior to this Change Order	\$11,029,671.00
Net Increase/Decrease of this Change Order	\$51,746.00
Revised Contract Price with all Approved Change Orders	\$11,081,417.00

Contract Time:

	Substantial Completion of Bid Item Nos. 2 and 3	Substantial Completion of All Work	Final Completion of All Work
Contract Time Prior to this Change Order	410 Calendar Days	550 Calendar Days	590 Calendar Days
Net increase of this Change Order	0	0	0
Revised Contract Time With All Approved Change Orders	410 Calendar Days	550 Calendar Days	590 Calendar Days

This Change Order, when executed by the parties to the Contract, amends the Contract and, as so amended, all terms and conditions of the Contract remain unchanged and in full force and effect. Payment and any time extension provided in this Change Order are full and complete compensation to the Contractor for the change(s) to the work, deleted work, modified work, direct or indirect impact on the Contractor's schedule, and for any equitable adjustment or time extension existing at the time of the execution of this Change Order to which the Contractor may be entitled, pursuant to the Contract between the Owner and Contractor or any other basis whatsoever. The changes included in this Change Order are to be accomplished in accordance with the terms, stipulations and conditions of the original contract as though included therein.

Accepted for Contractor By:  Date: 7/6/11

Approved for HDR Engineering, Inc. By:  Date: 7/6/11

Approved for Owner By: _____ Date: _____

Distribution: Owner, Contractor, Office, Field, File.



CHANGE PROPOSAL REQUEST
(Not a Change Order)

HDR ENGINEERING, INC.

Project: Phase 5B Solids Processing Improvements
City of Coeur d'Alene Wastewater Department

CPR No.: 089C

CPR Date: 2011-03-31

Date Sent to Contractor: 2011-04-11

Date Rec'd from Contractor: 2011-04-15

TO: Contractors Northwest, Inc. (CNI)

Please furnish your proposal for executing the following changes(s):

1. Change the floor material/finish in Room 104 (Sample Room) of the Administration Laboratory Building from resilient flooring to polished concrete with L&M Construction Chemicals LiON HARD and L&M Construction Chemicals Vivid Concrete Die per the attached product data (or approved equal). Die color to be selected by Owner from color chart provided by manufacturer. Also, lower the floor drain and clear out as previously discussed in the field with personnel from Creative Surface Inspirations, LLC.
2. Change the floor finish in Room 111 (Lobby) and Room 214 (Lobby) of the Administration Laboratory Building from concrete with floor sealer to polished concrete with L&M Construction Chemicals LiON HARD and L&M Construction Chemicals Vivid Concrete Die per the attached product data (or approved equal). Die color to be selected by Owner from color chart provided by manufacturer.
3. Change the floor finish for the stairs and intermediate landing in Room 110 (North Stair #1) of the Administration Laboratory Building from concrete with floor sealer to concrete with L&M Construction Chemicals LiON HARD and L&M Construction Chemicals Vivid Concrete Die per the attached product data (or approved equal). Die color to be selected by Owner from color chart provided by manufacturer.
4. Change the floor finish in Room 109 (South Stair #2) of the Administration Laboratory Building, including the stairs and all three landings (first floor, intermediate and second floor), from concrete with floor sealer to concrete with L&M Construction Chemicals LiON HARD per the attached product data (or approved equal).
5. Change the floor finish in Room 04 (Lunch Room), Room 05 (SCADA), Room 06 (Office) and Room 09 (Corridor) from concrete with floor sealer to concrete with L&M Construction Chemicals LiON HARD per the attached product data (or approved equal).
6. Change the floor material/finish in Room 101 (Lab/Work Area) from resilient flooring to Westcoat Specialty Coating System Liquid Terrazzo, with paint chip (pool chip blend) and Westcoat BC-95 polyurethane or BC-100 polyurea top coat per the attached product data (or approved equal). Contractor to prepare surface per Manufacturer's recommendations including crack and joint filling and feathering the utility trench to adjacent surfaces level. Surface to be roughened to a 30 to 50 grit sand paper consistency to allow better adhesion of coatings. Paint chip and epoxy color to be selected by Owner from color chart provided by manufacturer. Paint chip percentage to be selected by Owner.
7. Change the floor finish in Room 01 (Maintenance), Room 02 (Shop Area) and Room 03 (Cart Storage) from concrete with floor sealer to concrete with L&M Construction Chemicals LiON HARD per the attached product data sheet (or approved equal).

See attached mark-up of Sheet 000GA01 for further clarification. All floor materials and finish not specifically called out to be changed will remain as specified. Contractor shall prepare all surfaces and apply all products in accordance with the manufacturer's instructions.

HDR: Mike Zeltner

Date: April 12, 2011

TO: HDR Engineering, Inc.

Proposal: _____

Cost: \$ 14,906.00 **Credit:** _____

(A time extension is not required for this modification unless otherwise detailed and justified.)

Contractor:  **Date:** 4/15/11

City of Coeur d'Alene Wastewater Department
Phase 5B Solids Processing Improvements

TO: City of Coeur d'Alene

Accepted/Not Accepted *[Signature]* / HDR

Date: *7/6/11*

Accepted/Not Accepted _____ / Owner

Date _____



CHANGE PROPOSAL REQUEST
(Not a Change Order)

HDR ENGINEERING, INC.

Project: Phase 5B Solids Processing Improvements
City of Coeur d'Alene Wastewater Department

CPR No.: 109 Rev 1

CPR Date: 2011-04-21

Date Sent to Contractor: ~~2011-04-21~~

Rev 1: 2011-04-29

Date Rec'd from Contractor: 2011-05-24

TO: Contractors Northwest, Inc. (CNI)

Please furnish your proposal for executing the following changes(s):

Provide a metal roof and soffit for the east canopy of the Administration Laboratory Building consisting of the following:

1. Metal Roof (MR)
 - a. Metal roofing system per Section 07412 with tapered rigid insulation sloped 1/8" / FT; color and profile to match roofing previously install on Administration Laboratory Building.
 - b. See Sketch SK-MR1 (Sheet 810A02-Partial) for a plan view showing metal roof orientation, gutter, downspout, and section cuts.
 - c. See Sketch SK-MR2 for details of the "canopy at the CMU wall".
 - d. See Sketch SK-MR3 for details of the "canopy at the concrete wall".
 - e. See Sketch SK-MR4 for details of the "canopy at the east edge"
 - f. See Sketch SK-MR5 for details of the "canopy at the exposed north edge".
2. Soffit (S)
 - a. L 2x2x1/4 around perimeter of canopy as shown on Sketch SK-S1; weld to embedded plates on south and C8x11.5 on west and east as shown on Sketch SK-S2; install bottom of L 2x2 flush with bottom of C6x10.5; coat with HPIC #1, color to match other exterior exposed structural steel.
 - b. 1-1/2 IN galvanized metal roof decking; PLB-36 to match metal roof decking previously installed on Administration Laboratory Building roof; solid, no holes; span deck true north-south; installed such that deck rests on horizontal leg of L 2x2, W6x20 flange (shimmed with continuous PL 1/4x2 welded @2-12 to flange and coated with HPIC #1) and C6x10.5 flange; secure with screws at 24 IN o.c. through pre-drilled holes in angle leg, W6 flange and C6 flange; coat exposed screw heads to match exterior exposed structural steel.
3. Downspout (DS)
 - a. 2" dia. downspout per Section 07600; color to match downspouts previously installed on Administration Laboratory Building; install plumb and terminate 2 IN inside 4 IN drain pipe at sidewalk.
 - b. See Sketch SK-DS1 for the plan view showing the "swale drain and drain pipe at sidewalk locations".
 - c. Drain pipe from downspout termination to drain pipe per City of Coeur d'Alene Standard Detail SD-11; sawcut 6 IN diameter hole in sidewalk at downspout termination.
 - d. Install 4 IN drain pipeline at sidewalk level and groud flush. Install 4 IN SCH 80 PVC drain pipeline to direct flow to swale drain as shown on Sketch SK-R5. Undercut sidewalk for drain pipe installation and backfill with lean concrete or CDF. Extend drain pipe at min 3 FT bury to swale drain location as shown on Sketch SK-R5.

HDR: Mike Zeltner

Date: April 29, 2011

TO: HDR Engineering, Inc.

Proposal: See email from Don McIntosh dated 05/24/2011.

Cost: \$10,987.00 Credit: _____

(A time extension may be requested for this modification unless otherwise detailed and justified.)

Contractor: Date: 5/31/11

City of Coeur d'Alene Wastewater Department
Phase 5B Solids Processing Improvements

TO: City of Coeur d'Alene, Idaho

Accepted/Not Accepted *[Signature]* / HDR

Date: *5/29/11*

Accepted/Not Accepted _____ / Owner

Date _____

City of Coeur d'Alene Wastewater Department
Phase 5B Solids Processing Improvements



CHANGE PROPOSAL REQUEST
(Not a Change Order)

HDR ENGINEERING, INC.

Project: Phase 5B Solids Processing Improvements
City of Coeur d'Alene Wastewater Department

CPR No.: 112

CPR Date: 2011-04-29

Date Sent to Contractor: 2011-05-02

Date Rec'd from Contractor: 2011-06-20

TO: Contractors Northwest, Inc. (CNI)

Please furnish your proposal for executing the following changes(s):

In the Digester Control Building Pump Room, the 10" plug valves and 10" swing check valves on the discharge side of Mixing Pumps, P-78027 and P-78029, are installed as shown on Process Drawing 780D03. This configuration does not allow the check valves to be isolated for servicing. The correct configuration, which is desired, is shown on Instrumentation Drawing 000Y12.

You are hereby directed to remove and re-install the plug valves and swing check valves on the discharge side of both mixing pumps, P-78027 and P-78029, as shown on Instrumentation Drawing 000Y12, and as summarized below:

- From the discharge side of the pumps, remove the 10" plug valve and 10" swing check valve. The 10"x8" top flat eccentric reducer at the pumps and the 10" tee on the 10-CS line can remain in place.
- Re-install the valves to obtain the following configuration (starting from the mixing pump discharge flange):
 - 10"x8" top flat eccentric reducer (can remain in place during removal of valves),
 - 10" swing check valve,
 - 10" plug valve,
 - 10" Tee on 10-CS line (shall remain in place during removal of valves).

Attachment 1 - Partial of Drawing 780D03 - Mark up showing current configuration of pumps and valves.

Attachment 2 - Partial of Drawing 000Y12 - Mark up showing correct configuration of pumps and valves.

HDR: David Thompson Date: 05-02-2011

TO: HDR Engineering, Inc.

Proposal: _____

Cost: \$ 1041 - Credit: _____

(A time extension is not required for this modification unless otherwise detailed and justified.)

Contractor: [Signature] Date: 6/20/11

TO: Dave Shults, City of Coeur d'Alene Capital Program Manager

Accepted/Not Accepted [Signature] / HDR Date: 7/6/11

Accepted/Not Accepted _____ / Owner Date _____

City of Coeur d'Alene Wastewater Department
Phase 5B Solids Processing Improvements



CHANGE PROPOSAL REQUEST
(Not a Change Order)

HDR ENGINEERING, INC.

Project: Phase 5B Solids Processing Improvements
City of Coeur d'Alene Wastewater Department

CPR No.: 113

CPR Date: 2011-04-20

Date Sent to Contractor: 2011-05-4

Date Rec'd from Contractor: 2011-06-20

TO: Contractors Northwest, Inc. (CNI)

Provide individual and itemized pricing for each of the following numbered items described below. Please furnish your proposal for executing the following changes(s):

1. Provide additional lighting and photocell to allow night illumination when the main bay lighting is off in the Collection Maintenance Garage in locations shown on attached drawing 820E02. Provide conduit, wire, and ancillary equipment/work to accommodate the new lighting.

HDR: Michael Zeltner for Raymond Daigh/Trindera Engineering, Inc. Date: 5/4/2011

TO: HDR Engineering, Inc.

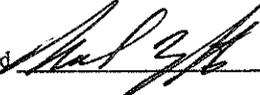
Proposal: See attached. _____

Cost: \$ \$4894⁰⁰ Credit: \$ _____

(A time extension is not required for this modification unless otherwise detailed and justified.)

Contractor:  Date: 6/20/11

TO: Dave Shults, City of Coeur d'Alene Capital Program Manager

Accepted/Not Accepted  / HDR Date: 7/6/11

Accepted/Not Accepted _____ / Owner Date _____

City of Coeur d'Alene Wastewater Department
Phase 5B Solids Processing Improvements



Change Proposal Request No. 120 (Not a Change Order)

Project Name: CDA Phase 5B Solids Processing Improvements

Project Owner: City of Coeur d'Alene

HDR Project No: 000000000134317

Owner's Project No. (If applicable):

Contractor: Contractors Northwest, Inc.

Regulatory Agency Project No. (If applicable): WW1008

Initiated by Engineer CM/Contractor Date: 04/05/2011

Attention:

The following change in the contract on this project is proposed. Please provide your proposed price for the cost of this change.

- A breakdown of cost SHALL be provided upon request by the Owner or Engineer.
- Work shall not commence until authorized by the Owner.

Description of Proposed Change:

Install an occupancy sensor override switch in the Admin Lab Building, Reception/Waiting Area, Room 207.

Mike ner/HDR Engineering, Inc. *[Signature]*
By _____

All work shall be in accordance with the terms, stipulations, and conditions of the original Contract Documents. If the work herein provided for is Approved by Change Order, the time of completion will be:

Increased Decreased Unchanged

by 0 calendar days.

This change will: Add Deduct Not Change

\$614.00

General Contractor SEE WCD No. 007 (attached) y
Date 6/20/11 *[Signature]*

HDR Recommendation:

- Recommend Acceptance
- Do Not Recommend Acceptance

[Signature]
By: HDR Engineering, Inc.
Date 7/6/11

Owner's Action:

- Accepted Not Accepted

By: Owner _____
Date _____



Change Proposal Request No. 122 (Not a Change Order)

Project Name: CDA Phase 5B Solids Processing Improvements

Project Owner: City of Coeur d'Alene

HDR Project No: 000000000134317

Owner's Project No. (If applicable):

Contractor: Contractors Northwest, Inc.

Regulatory Agency Project No. (If applicable): WW1008

initiated by Engineer [] CM/Contractor Date: 04/14/2011

Attention:

The following change in the contract on this project is proposed. Please provide your proposed price for the cost of this change.
• A breakdown of cost SHALL be provided upon request by the Owner or Engineer.
• Work shall not commence until authorized by the Owner.

Description of Proposed Change:

Coating and installation of Owner-furnished building address numbers per WCD 009.

Mike Zeltner/HDR Engineering, Inc. *[Signature]*
By _____

All work shall be in accordance with the terms, stipulations, and conditions of the original Contract Documents. If the work herein provided for is Approved by Change Order, the time of completion will be:

[] Increased [] Decreased Unchanged

by 0 calendar days.

This change will: Add [] Deduct [] Not Change

\$1,369.00

HDR Recommendation:

Recommend Acceptance
[] Do Not Recommend Acceptance

[Signature]
By: HDR Engineering, Inc.
Date: 7/2/11

Owner's Action:

[] Accepted [] Not Accepted

SEE WCD No. 009 (attached) 4
General Contractor _____
Date 6/20/11 7

By: Owner _____
Date _____



Change Proposal Request No. 132 (Not a Change Order)

Project Name:
CDA Phase 5B Solids Processing Improvements

Project Owner:
City of Coeur d'Alene

HDR Project No:
000000000134317

Owner's Project No. (if applicable):

Contractor:
Contractors Northwest, Inc.

Regulatory Agency Project No. (if applicable):
WW1008

Initiated by Engineer CM/Contractor Date: 05/27/2011

Attention:

The following change in the contract on this project is proposed. Please provide your proposed price for the cost of this change.

- A breakdown of cost SHALL be provided upon request by the Owner or Engineer.
- Work shall not commence until authorized by the Owner.

Description of Proposed Change:

Move the Collections Maintenance Garage communications equipment cabinet from Shop Area 02 to SCADA Room 05. Confirm new location with Owner and Electrical Engineer prior to setting. Provide related work as scoped in the attached PCO 097r1 DCL 407 from Contractor's Northwest dated 5/24/2011 including a letter from Keith Meehan/Cochran to Bruce Carter/Mountain States Electric.

Michael Zeltner/HDR Engineering, Inc.

By _____

All work shall be in accordance with the terms, stipulations, and conditions of the original Contract Documents. If the work herein provided for is Approved by Change Order, the time of completion will be:

Increased Decreased Unchanged

by 0 calendar days.

This change will: Add Deduct Not Change

\$5,884.00

General Contractor _____

Date 5/31/11

HDR Recommendation:

- Recommend Acceptance
- Do Not Recommend Acceptance

Michael Zeltner *MSE*

By: HDR Engineering, Inc.
2011-05-27

Date _____

Owner's Action:

- Accepted Not Accepted

By: Owner _____

Date _____



Change Proposal Request No. 136 (Not a Change Order)

Project Name: CDA Phase 5B Solids Processing Improvements

Project Owner: City of Coeur d'Alene

HDR Project No: 000000000134317

Owner's Project No. (If applicable):

Contractor: Contractors Northwest, Inc.

Regulatory Agency Project No. (If applicable): WW1008

Initiated by Engineer CM/Contractor Date: 06/14/2011

Attention:

The following change in the contract on this project is proposed. Please provide your proposed price for the cost of this change.

- A breakdown of cost SHALL be provided upon request by the Owner or Engineer.
- Work shall not commence until authorized by the Owner.

Description of Proposed Change:

Per the response to RFI 322.

Mike Zeltner/HDR Engineering, Inc. 
By _____

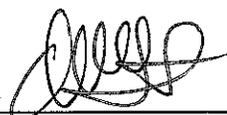
All work shall be in accordance with the terms, stipulations, and conditions of the original Contract Documents. If the work herein provided for is Approved by Change Order, the time of completion will be:

Increased Decreased Unchanged

by 0 calendar days.

This change will: Add Deduct Not Change

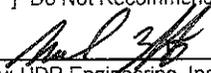
\$5,404.00

General Contractor 

Date 7/6/11

HDR Recommendation:

- Recommend Acceptance
- Do Not Recommend Acceptance


By: HDR Engineering, Inc.
Date 7/6/11

Owner's Action:

- Accepted Not Accepted

By: Owner _____
Date _____



Change Proposal Request No. 143 (Not a Change Order)

Project Name: CDA Phase 5B Solids Processing Improvements

Project Owner: City of Coeur d'Alene

HDR Project No: 000000000134317

Owner's Project No. (if applicable):

Contractor: Contractors Northwest, Inc.

Regulatory Agency Project No. (if applicable): WW1008

Initiated by Engineer [] CM/Contractor Date: 05/02/2011

Attention:

- The following change in the contract on this project is proposed. Please provide your proposed price for the cost of this change.
- A breakdown of cost SHALL be provided upon request by the Owner or Engineer.
 - Work shall not commence until authorized by the Owner.

Description of Proposed Change:

Replace the Labconco SteamScrubber glassware washer specified, including all accessories, with a Labconco FlaskScrubber under-counter glassware washer with viewing window/light, lower spindle rack (should be standard with unit) and 115V/60 Hz/16A (see Labconco Model #4420330).

Mike Zeltner/HDR Engineering, Inc. 
By _____

All work shall be in accordance with the terms, stipulations, and conditions of the original Contract Documents. If the work herein provided for is Approved by Change Order, the time of completion will be:

Increased Decreased Unchanged

by 0 calendar days.

This change will: Add Deduct Not Change

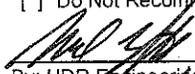
\$8,094.00

General Contractor _____

Date 7/6/11

HDR Recommendation:

- Recommend Acceptance
 Do Not Recommend Acceptance


By: HDR Engineering, Inc.

Date 7/6/11

Owner's Action:

- Accepted Not Accepted

By: Owner _____

Date _____



Change Proposal Request No. 150 (Not a Change Order)

Project Name: CDA Phase 5B Solids Processing Improvements

Project Owner: City of Coeur d'Alene

HDR Project No: 000000000134317

Owner's Project No. (if applicable):

Contractor: Contractors Northwest, Inc.

Regulatory Agency Project No. (if applicable): WW1008

Initiated by Engineer CM/Contractor Date: 07/06/2011

Attention:

The following change in the contract on this project is proposed. Please provide your proposed price for the cost of this change.
• A breakdown of cost SHALL be provided upon request by the Owner or Engineer.
• Work shall not commence until authorized by the Owner.

Description of Proposed Change:

Relocate rotary screen thickener local control panels PNL-7804 and PNL-7805 to between RST-7801 and RST-7802 along the northwest edge of the process equipment access platform. Extend conduits to the new location. Reference RFI 317.

Mike Zeltner/HDR Engineering, Inc. 
By _____

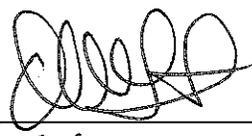
All work shall be in accordance with the terms, stipulations, and conditions of the original Contract Documents. If the work herein provided for is Approved by Change Order, the time of completion will be:

Increased Decreased Unchanged

by 0 calendar days.

This change will: Add Deduct Not Change

\$3,219.00

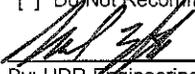


General Contractor _____

Date 7/6/11

HDR Recommendation:

Recommend Acceptance
 Do Not Recommend Acceptance


By: HDR Engineering, Inc.
7/6/11

Date

Owner's Action:

Accepted Not Accepted

By: Owner _____

Date _____

**CITY COUNCIL
STAFF REPORT**

DATE: July 19, 2011
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: Walkers Glen Subdivision: Final Plat Approval, Acceptance of Installed Public Infrastructure, and, Approval of the Maintenance/Warranty Agreement & Security

DECISION POINT

Staff is requesting the following:

1. Approval of the final plat document, a 7 lot residential development.
2. Acceptance of the installed public infrastructure (curb, sidewalk, sewer & water utilities).
3. Approval of the Maintenance/Warranty Agreement.

HISTORY

- a. Applicant: Kimmere Kompany, Inc.
Timothy R. Johnston
3616 Sherwood Drive
Coeur d'Alene, ID 83814
- b. Location: West side of 15th Street, between Gilbert and Stiner Avenues.
- c. Previous Action: Preliminary plat approval in March 2011.

PERFORMANCE ANALYSIS

The applicant has installed all of the required infrastructure improvements, and, the subdivision and installed public infrastructure are now ready for acceptance. Council approval of the plat document, and, the accompanying Maintenance/Warranty Agreement will allow the for the issuance of all of the available (7) building permits.

FINANCIAL ANALYSIS

The applicant has entered into a subdivision Maintenance/Warranty Agreement, and, provided the required 10% security (\$2,800.00) to warrant the installed infrastructure for the one (1) year term of the agreement.

DECISION POINT RECOMMENDATION

1. Approve the final plat document.
2. Accept the installed public infrastructure.
3. Approve the Maintenance/Warranty Agreement & Security.

AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK

THIS AGREEMENT made this ____ day of July, 2011 between Kemmerer Kompany, Inc. with Timothy R. Johnston, President, whose address is 3616 Sherwood Drive, Coeur d'Alene, ID, 83815, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved the final residential subdivision plat of Walkers Glen, a seven (7) lot residential development in Coeur d'Alene, situated in the southeast quarter of Section 1, Township 50 North, Range 4 West, B.M., Kootenai County, Idaho; and

WHEREAS, the Developer completed the installation of certain public improvements in the noted subdivision as required by Title 16 of the Coeur d'Alene Municipal Code and is required to warrant and maintain the improvements for one year; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to maintain and warrant for a period of one year from the approval date of this agreement, the public improvements as shown on the construction plans entitled "Walkers Glen", signed and stamped by Steven W. Syrcle, PE # 11055, dated April 4, 2011, including but not limited to: sanitary sewer system and appurtenances, water system and appurtenances, concrete curb, concrete sidewalk and monumentation as required under Title 16 of the Coeur d'Alene Municipal Code.

The Developer herewith delivers to the City, security in a form acceptable to the City, for the amount of Two Thousand Eight Hundred and 00/100 Dollars (\$2,800.00) securing the obligation of the Developer to maintain and warrant the public subdivision improvements referred to herein. The security shall not be released until the 19th day of July 2011. The City Inspector will conduct a final inspection prior to the release of the security to verify that all installed improvements are undamaged and free from defect. In the event that the improvements made by the Developer were not maintained or became defective during the period set forth above, the City may demand the funds represented by the security and use the proceeds to complete maintenance or repair of the improvements thereof. The Developer further agrees to be responsible for all costs of warranting and maintaining said improvements above the amount of the security given.

Owner's Reimbursement to the City: The Parties further agree that the City has utilized substantial staff time to prepare this agreement, which will benefit the Owner. The Parties further agree the City should be reimbursed a reasonable fee for its costs to prepare such agreement. The Parties further agree that such fee should be in the amount of Twenty Five and No/100 Dollars (\$25.00).

IN WITNESS WHEREOF, the parties have set their hands and seal the day and year first above written.

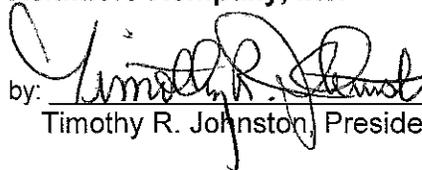
City of Coeur d'Alene

Sandi Bloem, Mayor

ATTEST

Susan Weathers, City Clerk

Kemmere Kompany, Inc.

by: 

Timothy R. Johnston, President

AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK

THIS AGREEMENT made this 19th day of July, 2011 between **Kemmerer Kompany, Inc.** with Timothy R. Johnston, President, whose address is 3616 Sherwood Drive, Coeur d'Alene, ID, 83815, hereinafter referred to as the "**Developer**," and the **City of Coeur d'Alene**, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved the final residential subdivision plat of Walkers Glen, a seven (7) lot residential development in Coeur d'Alene, situated in the southeast quarter of Section 1, Township 50 North, Range 4 West, B.M., Kootenai County, Idaho; and

WHEREAS, the Developer completed the installation of certain public improvements in the noted subdivision as required by Title 16 of the Coeur d'Alene Municipal Code and is required to warrant and maintain the improvements for one year; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to maintain and warrant for a period of one year from the approval date of this agreement, the public improvements as shown on the construction plans entitled "Walkers Glen", signed and stamped by Steven W. Syrcle, PE # 11055, dated April 4, 2011, including but not limited to: sanitary sewer system and appurtenances, water system and appurtenances, concrete curb, concrete sidewalk and monumentation as required under Title 16 of the Coeur d'Alene Municipal Code.

The Developer herewith delivers to the City, security in a form acceptable to the City, for the amount of Two Thousand Eight Hundred and 00/100 Dollars (\$2,800.00) securing the obligation of the Developer to maintain and warrant the public subdivision improvements referred to herein. The security shall not be released until the 19th day of July 2011. The City Inspector will conduct a final inspection prior to the release of the security to verify that all installed improvements are undamaged and free from defect. In the event that the improvements made by the Developer were not maintained or became defective during the period set forth above, the City may demand the funds represented by the security and use the proceeds to complete maintenance or repair of the improvements thereof. The Developer further agrees to be responsible for all costs of warranting and maintaining said improvements above the amount of the security given.

Owner's Reimbursement to the City: The Parties further agree that the City has utilized substantial staff time to prepare this agreement, which will benefit the Owner. The Parties further agree the City should be reimbursed a reasonable fee for its costs to prepare such agreement. The Parties further agree that such fee should be in the amount of Twenty Five and No/100 Dollars (\$25.00).

IN WITNESS WHEREOF, the parties have set their hands and seal the day and year first above written.

City of Coeur d'Alene

Kemmere Kompany, Inc.

Sandi Bloem, Mayor

by: _____
Timothy R. Johnston, President

ATTEST

Susan Weathers, City Clerk

ANNOUNCEMENTS

Memo to Council

DATE: July 11, 2011

RE: Appointments to Boards/Commissions/Committees

The following appointment is presented for your consideration for the July 19th Council Meeting:

HEIDI ROSE PEDESTRIAN & BICYCLE ADVISORY COMMITTEE

A copy of the data sheet is in front of your mailboxes.

Sincerely,

Amy Ferguson
Executive Assistant

cc: Susan Weathers, Municipal Services Director
Monte McCully, Ped/Bike Committee Liaison

OTHER BUSINESS

RESOLUTION NO. 11-023

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING A NOTICE OF TIME AND PLACE OF PUBLIC HEARING OF THE PROPOSED BUDGET FOR FISCAL YEAR 2011-2012, AND INCLUDING PROPOSED EXPENDITURES BY FUND AND/OR DEPARTMENT, AND STATEMENT OF THE ESTIMATED REVENUE FROM PROPERTY TAXES AND THE TOTAL AMOUNT FROM SOURCES OTHER THAN PROPERTY TAXES OF THE CITY FOR THE ENSUING FISCAL YEAR AND LISTING EXPENDITURES AND REVENUES DURING EACH OF THE TWO (2) PREVIOUS FISCAL YEARS, AND PROVIDING FOR PUBLICATION OF THE SAME.

WHEREAS, it is necessary, pursuant to Idaho Code 50-1002, for the City Council of the City of Coeur d'Alene, prior to passing the Annual Appropriation Ordinance, to list expenditures and revenues during each of the two (2) previous fiscal years, prepare a Budget, tentatively approve the same, and enter such Budget at length in the journal of the proceedings and hold a public hearing; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene, that the following be and the same is hereby adopted as an Estimate of Expenditures and Anticipated Revenue of the City of Coeur d'Alene for the fiscal year beginning October 1, 2011:

	FY 2008-09 ACTUAL	FY 2009-10 ACTUAL	FY 2010-2011 BUDGET	FY 2011-12 PROPOSED
<u>GENERAL FUND EXPENDITURES</u>				
Mayor and Council	\$186,087	\$197,461	\$209,702	\$209,912
Administration	483,273	487,398	506,414	514,369
Finance Department	704,421	708,642	685,549	698,735
Municipal Services	1,214,384	1,226,661	1,287,249	1,405,776
Human Resources	231,749	227,324	240,728	240,757
Legal Department	1,249,399	1,354,085	1,373,662	1,471,145
Planning	509,687	496,550	497,784	458,244
Building Maintenance	387,379	403,704	406,282	408,265
Police Department	8,906,121	8,700,361	9,396,597	9,587,462
Byrne Grant – Police Dept	-0-	111,619	155,186	159,589
COPS Grant	6,391	125,527	219,250	170,843

	FY 2008-09 ACTUAL	FY 2009-10 ACTUAL	FY 2010-11 BUDGET	FY 2011-12 PROPOSED
<u>GENERAL FUND EXPENDITURES CON'T</u>				
KCJA	31,425	194,216	36,700	36,700
Fire Department	6,571,246	6,722,029	7,102,021	7,553,083
General Government	177,830	320,228	185,750	131,750
Engineering Services	1,154,552	1,247,216	1,161,422	929,243
Streets/Garage	2,256,127	2,104,936	2,092,253	2,170,770
ADA Sidewalk Abatement	199,862	189,935	214,617	219,904
Byrne Grant – Police Dept	42,908	471,200	249,860	84,229
Building Inspection	828,302	749,892	764,526	707,232
Parks Department	1,689,304	1,648,535	1,638,267	1,694,573
Recreation Department	666,949	685,397	755,512	763,343
<u>TOTAL GENERAL FUND EXPENDITURES:</u>	<u>27,497,396</u>	<u>\$28,372,916</u>	<u>\$29,179,331</u>	<u>\$29,615,924</u>

	FY 2008-09 ACTUAL	FY 2009-10 ACTUAL	FY 2010-11 BUDGET	FY 2011-12 PROPOSED
<u>SPECIAL REVENUE FUND EXPENDITURES:</u>				
Library Fund	1,123,653	1,168,709	1,231,020	1,284,625
CDBG	64,987	394,496	336,746	297,600
Impact Fee Fund	1,840,180	822,621	583,000	925,000
Parks Capital Improvement	1,679,446	291,975	205,000	676,600
Annexation Fee Fund	400,000	200,000		133,000
Self Insurance	200,717	260,591	206,925	234,000
Cemetery Fund	562,749	358,219	271,308	249,464
Cemetery Perp Care Fund	337,961	192,399	98,500	98,000
Jewett House	18,025	13,560	17,050	17,790
Reforestation	2,714	99,734	2,500	3,000

<u>SPECIAL REVENUE FUND EXPENDITURES:</u>	FY 2008-09 ACTUAL	FY 2009-10 ACTUAL	FY 2010-11 BUDGET	FY 2011-12 PROPOSED
Street Trees	74,167	61,537	57,000	75,000
Community Canopy	1,276	677	1,200	1,200
Arts Commission	7,721	5,758	6,450	6,650
Public Art Funds	15,524	207,541	80,300	189,600
KMPO	607,833	348,781	650,000	350,000
<u>TOTAL SPECIAL FUNDS:</u>	<u>6,936,953</u>	<u>4,426,598</u>	<u>3,746,999</u>	<u>4,541,529</u>

	FY 2008-09 ACTUAL	FY 2009-10 ACTUAL	FY 2010-11 BUDGET	FY 2011-12 PROPOSED
<u>ENTERPRISE FUND EXPENDITURES:</u>				
Street Lighting Fund	588,045	637,818	591,321	575,021
Water Fund	6,219,581	6,116,517	6,924,772	7,394,451
Wastewater Fund	13,465,475	13,465,475	18,915,393	15,759,498
Water Cap Fee Fund	953,730	57,609	850,000	850,000
WWTP Cap Fees Fund	2,482,935	2,482,935	752,580	802,750
Sanitation Fund	3,117,677	3,152,239	3,118,772	3,229,772
City Parking Fund	151,354	191,150	176,957	177,957
Stormwater Management	1,456,202	1,735,049	1,573,460	1,417,627
<u>TOTAL ENTERPRISE EXPENDITURES:</u>	<u>28,434,999</u>	<u>27,838,792</u>	<u>32,903,255</u>	<u>30,207,076</u>
<u>FIDUCIARY FUNDS:</u>	2,527,030	2,449,454	2,562,000	2,537,300
<u>CAPITAL PROJECTS FUNDS:</u>	2,474,995	2,135,929	7,853,000	7,570,000
<u>DEBT SERVICE FUNDS:</u>	2,507,705	2,890,778	1,668,878	1,500,681
<u>GRAND TOTAL OF ALL EXPENDITURES:</u>	<u>\$70,379,078</u>	<u>\$68,114,467</u>	<u>\$77,913,463</u>	<u>\$75,972,510</u>

<u>ESTIMATED REVENUES:</u>	FY 2008-09 ACTUAL	FY 2009-10 ACTUAL	FY 2010-2011 BUDGET	FY 2011-2012 PROPOSED
Property Taxes:				
General Levy	13,810,541	14,208,289	14,986,403	15,305,673
Library Levy	1,092,641	1,138,334	1,163,170	1,189,170
Policeman's Retirement Fund Levy	150,261	150,113	152,000	152,000
Comprehensive Liability Plan Levy	107,662	2,376	-0-	-0-
Fireman's Retirement Fund Levy	250,000	250,000	250,000	250,000
2006 G.O. Bond Levy	990,940	960,393	1,050,000	1,140,000
<u>TOTAL REVENUE FROM PROPERTY TAXES:</u>	<u>16,402,045</u>	<u>16,709,505</u>	<u>17,601,573</u>	<u>18,036,843</u>

	FY 2008-09 ACTUAL	FY 2009-10 ACTUAL	FY 2010-11 BUDGET	FY 2011-12 PROPOSED
<u>ESTIMATED OTHER REVENUES:</u>				
Interfund Transfers	1,961,993	5,844,229	4,490,614	4,992,232
Beginning Balance	34,172,676	27,943,696	23,454,350	21,670,524
Other Revenue:				
General Fund	11,425,674	11,617,860	12,093,308	12,003,781
Library Fund	44,923	44,841	41,850	43,100
Community Development Block Grant	69,080	392,832	336,745	297,600
Parks Capital Improvement Fund	172,137	215,722	139,000	139,600
Insurance/Risk Management	16,862	18,670	5,000	4,000
Cemetery	147,594	116,200	151,308	153,464
Annexation Fee Fund	195,665	22,289	-0-	25,000

	FY 2008-09	FY 2009-10	FY 2010-11	FY 2011-12
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	ACTUAL	ACTUAL	BUDGET	PROPOSED
<u>ESTIMATED OTHER REVENUES CON'T:</u>				
Impact Fee Fund	692,392	352,504	518,000	350,000
Cemetery Perpetual Care Fund	136,439	122,964	80,000	100,000
Jewett House	10,041	8,568	7,050	11,000
Reforestation	2,804	101,966	2,500	3,000
Street Trees	86,647	52,085	40,000	40,000
Community Canopy	972	971	1,200	1,200
Arts Commission	5,901	5,698	6,600	7,000
Public Art Funds	149,918	170,942	83,055	110,500
KMPO	582,880	341,647	650,000	350,000
Street Lighting Fund	478,036	483,618	476,321	485,021
Water Fund	4,567,719	3,852,006	3,768,855	3,897,000
Wastewater Fund	6,332,404	6,075,254	12,272,716	6,903,280
Water Cap Fee Fund	534,256	435,808	308,000	401,500
WWTP Capitalization Fees	1,152,645	656,841	802,740	802,740
Sanitation Fund	3,028,689	3,010,744	3,157,300	3,229,772
City Parking Fund	185,016	198,878	126,200	126,000
Stormwater Management	1,318,005	1,323,282	1,322,000	1,321,334
Fiduciary Funds	2,550,351		2,359,000	2,348,300
Capital Projects Fund	1,858,982	662,528	7,072,000	7,079,000
Debt Service Fund	1,440,545	283,115	100,152	49,800

SUMMARY:				
	FY 2008-09 ACTUAL	FY 2009-10 ACTUAL	FY 2010-11 BUDGET	FY 2011-12 PROPOSED
PROPERTY TAXES	16,402,045	16,709,505	17,601,573	18,036,843
OTHER THAN PROPERTY TAXES	73,321,246	64,355,758	73,865,864	66,945,748
<u>TOTAL ESTIMATED REVENUES</u>	<u>\$89,723,291</u>	<u>\$81,065,263</u>	<u>\$91,467,437</u>	<u>\$84,982,591</u>

BE IT FURTHER RESOLVED, that the same be spread upon the Minutes of this meeting and published in two (2) issues of the Coeur d'Alene Press, seven (7) days apart, to be published on July 21, 2011 and July 28, 2011.

BE IT FURTHER RESOLVED, that a Public Hearing on the Budget be held on the 6th day of September, 2011 at the hour of 6:00 o'clock p.m. on said day, at which time any interested person may appear and show cause, if any he has, why the proposed Budget should or should not be adopted.

DATED this 19th day of July, 2011.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

_____ was absent. Motion _____.

PUBLIC HEARINGS

Date: July 19, 2011
 To: City Council
 From: Design Review Commission and Planning Commission
 Subject: **O-2-11 Amendment to Zoning Code** - Design Review - Awnings

Decision Point

The City Council is asked to consider the following amendment to the zoning ordinance

History

In 2008, the City adopted procedures and the thresholds for the types of projects that would be required to be brought before the Design Review Commission (DRC). At that time, the Design Review Commission felt that awnings merited their review.

	District	New Construction	Street Facade Alterations ¹	Exterior Expansion
Areas where design guidelines and standards exist with trigger points for DRC review	DC district downtown core	All exterior projects south of midblock Lakeside/Coeur d'Alene	All	All
	Infill overlay * DO-N * DO-E * MO	Any project lot over 2 stories and/or 4 dwelling units	No	No
	C-17 & C-17L Districts	Any project larger than 5 acres or 50,000 sq. ft. or with more than 2 departures	Any project with more than 2 departures	<u>No</u>

Note:

1. Painting, window replacement or other minor repairs are not required to go through design review where the planning director, or his or her designee, determines that the repair does not constitute a substantial change to the facade or that the replacement windows are substantially similar to those being replaced. *Awning replacements are subject to design review commission review but only one meeting with the commission is required. The applicant for an awning replacement must submit the items referenced in subsection [17.09.320D](#) of this chapter in order to be placed on the next available agenda. This section would be amended to treat awning review in the same class as painting, window replacements and other minor repairs.*

With three years of experience of reviewing awnings the Design Review Commission has determined that it is not in the best interests of the Commission or an applicant to require this review. The Commission is asking that staff conduct the necessary reviews

of these awnings with the option of referral to the Commission if warranted ie complex design question.

Financial Analysis

There is no financial impact associated with the proposed amendments.

Performance Analysis

There is no change in the regulations that apply to awnings, only the review process.

Quality of Life Analysis

The amendment will provide for reduced review time for awning projects.

Decision Point Recommendation

The Design Review Commission and Planning Commission recommended approval of the proposed amendments.

Applicant: City of Coeur d'Alene
Request: Proposed amendments to awnings
LEGISLATIVE (0-2-11)

Planning Director Yadon presented the staff report and explained that this request is from the Design Review Commission to remove the section in the zoning code for the approval of awnings within the downtown area and that concerns brought forward from the members of the Design Review Commission some of these awnings were not complicated and could have been approved by staff. He commented that this request is part of the zoning code and requires the approval by the Planning Commission and City Council to be eliminated.

George Ives, Chairman of The Design Review Commission, commented that their committee has had a number of applications submitted where awnings were discussed and feels most of those could have been approved by staff. He explained that when they meet to discuss these applications the meetings do not last very long and various committee members have complained.

Commissioner Messina concurred and feels that if the process is changed would be more efficient for the applicant and staff. He added that he feels confident that staff will make the right decision.

Motion by Soumas, seconded by Bowlby, to approve Item 0-2-11. Motion approved.

ORDINANCE NO. _____
COUNCIL BILL NO. 11-1012

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTIONS 17.09.310 AND 17.09.315 TO REQUIRE THAT ALL AWNINGS SUBJECT TO DESIGN REVIEW BE REVIEWED BY THE PLANNING DIRECTOR RATHER THAN THE DESIGN REVIEW COMMISSION; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

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

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

SECTION 1. *That Coeur d'Alene Municipal Code Section 17.09.310(A) is amended to read as follows:*

17.09.310: PUBLIC NOTICE AND COMMENT ON PROPOSED PROJECTS:

A. Public Notice: When the design review commission is scheduled to consider a project requiring commission review, ~~other than awning replacements~~, public notice of the first meeting to consider the project will be given as required by subsection [17.09.120B](#) of this chapter. Notice of all subsequent meetings regarding the project will be posted on the site as required by subsection [17.09.120B](#) of this chapter. Additionally, notices and notices of decisions regarding the project, including appeals, will be mailed to all persons requesting, in writing, notice of future meetings regarding the project.

SECTION 2. *That Coeur d'Alene Municipal Code Section 17.09.315(A) is amended to read as follows:*

17.09.315: DEVELOPMENT PROJECTS REQUIRING COMMISSION REVIEW:

A. Projects Subject To Design Review Commission Review: Design review commission review is required as follows:

	District	New Construction	Street Facade Alterations ¹	Exterior Expansion
Areas where design guidelines and standards exist with trigger points for DRC review	DC district downtown core	All exterior projects south of midblock Lakeside/Coeur d'Alene	All	All
	Infill overlay * DO-N * DO-E * MO	Any project lot over 2 stories and/or 4 dwelling units	No	No
	C-17 and C-17L districts	Any project larger than 50,000 square feet or located on a site 5 acres or larger or with more than 2 departures	Any project with more than 2 departures	No

Note:

1. Painting, window and awning replacement or other minor repairs are not required to go through design review where the planning director, or his or her designee, determines that the repair does not constitute a substantial change to the facade or that the replacement windows or awnings are substantially similar to those being replaced. Placement of a new awning on an existing facade is ~~Awning replacements are~~ subject to design review by the planning director ~~commission review but only 1 meeting with the commission is required~~. The applicant for an new awning replacement must submit the items referenced in subsection [17.09.320D](#) of this chapter to the planning director for review ~~in order to be placed on the next available agenda~~.

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

SECTION 4. Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the City of Coeur d'Alene City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

SECTION 5. The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

SECTION 6. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

APPROVED, ADOPTED and SIGNED this 19th day of July, 2011.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
O-2-11 Awning Regulations Amendment

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTIONS 17.09.310 AND 17.09.315 TO REQUIRE THAT ALL AWNINGS SUBJECT TO DESIGN REVIEW BE REVIEWED BY THE PLANNING DIRECTOR RATHER THAN THE DESIGN REVIEW COMMISSION; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Susan K. Weathers, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, O-2-11 Awning Regulations Amendment, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 19th day of July, 2000.

Warren J. Wilson, Chief Deputy City Attorney

Date: July 19, 2011
To: Mayor and City Council
From: Development Review Team via Planning Director
Subject: **O-3-11 Amendment to Zoning Code** – Setbacks for Accessory Structures

Decision Point

The City Council is asked to consider the following amendment to the zoning ordinance

History

During the winter, the Development Review Team (DRT) discussed options to address the relatively rare but thorny issue of water and snow runoff from residential accessory structures onto adjacent properties. The zoning ordinance allows accessory structures to be placed up to the property line in the "Rear Yard". The building code requires that water drain away from a structure. Unless controlled, the water and snow from buildings abutting or in within a few feet of a property line will likely drain or slide onto the adjacent property.

The DRT reviewed several options of regulating this issue and where those regulations might best fit within the municipal code. The selected regulation for consideration establishes that the setback for accessory structures must be set back at least five (5) feet from side and rear yard lot lines unless the structure's roof slopes towards the interior of the lot or is otherwise constructed in a manner that prevents snow and runoff from crossing the property line.

The DRT recognizes that a five foot setback will not necessarily solve all runoff problems but is consistent with the existing setback requirements for homes and will help in a majority of cases. The performance measure of allowing for locating structure closer to the lot line preserves an option for owners to utilize their rear yards as has been commonly done until now.

Financial Analysis

There is no financial impact to the City associated with the proposed amendment. Additional design work will be necessary for owners wishing to place accessory structures closer than five feet which may increase cost.

Performance Analysis

Comprehensive Plan objectives applicable to the request:: 1.11, 1.15, 3.05, 3.06,

Quality of Life Analysis

The amendment is intended to increase livability and protect private property.

Decision Point Recommendation

The Planning Commission recommended approval of the proposed amendment.

Applicant: City of Coeur d'Alene
Request: Rear Yard Structure Runoff
LEGISLATIVE (0-3-11)

Planning Director Yadon explained that this winter staff discussed at their weekly Design Review Team meeting a problem with water and snow runoff from residential accessory structures onto adjacent properties. He explained that in the zoning ordinance, it states that accessory structures are allowed to be placed on the property line in the rear yard, but the building code requires that water drain away from a structure. The group had numerous discussions on this problem and decided that a five-foot setback from the property line might be a step in the right direction to alleviate some of the problems. He added that staff knows that this fix may not solve all the problems.

Commissioner Soumas commented that his concern is with the person who builds a shed that is not big enough to require a building permit and when the problem with run-off happens, how it will be enforced. He suggested that staff send notices to the different homeowner's associations so they can address this change at their meetings, so the residents are aware of these issues. Commissioner Bowlby concurs with Commissioner Soumas and agrees education is the answer.

Commissioner Messina stated that he would recommend when a person applies for a permit that staff recommends that the building be designed with appropriate gutters and the pitch of the roof to help water and snow stay on the person's property. He stated that it would be tough to regulate the amount of water and snow that happens in the winter and feels this recommendation may not be a solution, but is going in the right direction.

Motion by Messina, seconded by Bowlby, to approve Item 0-3-11. Motion approved.

ROLL CALL:

Commissioner Bowlby	Voted	Aye
Commissioner Evans	Voted	Aye
Commissioner Messina	Voted	Aye
Commissioner Luttrupp	Voted	Aye
Commissioner Soumas	Voted	Aye

Motion to approve by a 5 to 0 vote.

ORDINANCE NO. _____
COUNCIL BILL NO. 11-1013

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ADOPTING A NEW SECTION 17.06.425 REQUIRING A FIVE FOOT SIDE AND REAR YARD SET BACK FOR ACCESSORY STRUCTURES UNLESS THE STRUCTURE IS CONSTRUCTED TO PREVENT RUNOFF FROM CROSSING PROPERTY LINES; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

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

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

SECTION 1. *That a new Section 17.06.425, entitled MINIMUM SETBACK AT REAR AND SIDE LOT LINES, is hereby added to the Coeur d'Alene Municipal Code as follows:*

17.06.425: MINIMUM SETBACK AT REAR AND SIDE LOT LINES:

All accessory structures must be set back at least five (5) feet from side and rear yard lot lines unless the structure's roof slopes towards the interior of the lot or is otherwise constructed in a manner that prevents snow and runoff from crossing the property line.

SECTION 2. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 3. Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the City of Coeur d'Alene City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

SECTION 4. The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have

been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

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

APPROVED, ADOPTED and SIGNED this 19th day of July, 2011.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
O-3-11 Amendments to Rear Yard Structure Runoff

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ADOPTING A NEW SECTION 17.06.425 REQUIRING A FIVE FOOT SIDE AND REAR YARD SET BACK FOR ACCESSORY STRUCTURES UNLESS THE STRUCTURE IS CONSTRUCTED TO PREVENT RUNOFF FROM CROSSING PROPERTY LINES; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Susan K. Weathers, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, O-3-11 Amendments to Rear Yard Structure Runoff, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 19th day of July, 2011.

Warren J. Wilson, Chief Deputy City Attorney

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

July 11, 2011
PUBLIC WORKS COMMITTEE
MINUTES

COMMITTEE MEMBERS PRESENT

Council Member Al Hassell
Council Member Woody McEvers
Council Member Deanna Goodlander

STAFF PRESENT

Jon Ingalls, Deputy City Admin.
Amy Ferguson, Executive Assistant
Sid Fredrickson, WW Superintendent
Dave Shults, Capital Program Manager
Mike Gridley, City Attorney
Troy Tymesen, Finance Director

Item 1 Engineering Agreement for WWTP Phase 5C.1 Planning & Design
Consent Calendar

Sid Fredrickson, WW Superintendent, presented a request for approval of an agreement for engineering services with HDR Engineering to provide planning and design services for WWTP tertiary membrane filters and nitrification facilities, with a cost ceiling not to exceed \$973,555.

The staff report submitted noted that much progress has been made toward the steps necessary to build the treatment plant processes that will allow for growth in the community and will satisfy the additional restrictions on the quality of treated wastewater effluent that reaches the Spokane River. The pending new discharge permit is expected to allow several years for design and construction of Phase 5C facilities for achieving the very low phosphorus removal requirement. Phase 5C is also planned to provide the ultimately-required ammonia control. Those facilities have a preliminary planned cost of \$35M to \$50M. However, the planned improvements that include the required ammonia control, in addition to the phosphorus control, are not expected to be operational for 7 to 9 years. Additional ammonia control is needed much sooner to allow the plant to reliably operate within the current discharge permit requirements.

The staff report further noted that Wastewater staff and the city's wastewater consultant, HDR Engineering, have developed a strategy to break down the Phase 5C plan into smaller components to allow earlier improvements as required. The strategy includes constructing tertiary membrane filtration, which is one of the more successfully piloted phosphorus removal candidates, and coupling this with the process structures that are necessary for ammonia control. Although low-P pilot testing is still underway, the membrane filtration method is thought to be very promising for full-scale use. The strategy involves construction of a small increment (1 mgd) of the full-scale Phase 5C facilities to allow for a phased approach to ultimately assure the correct selection of components and to allow for smaller incremental funding of the full facilities. The additional process structures will give the needed ammonia control that will be sufficient until the full-scale Phase 5C facilities are operational. The proposed agreement includes modification of the 2009 Facility Plan Amendment to show the phased approach and modifications to the preliminary engineering plan for Phase 5C. It also provides for plans and specifications for the equipment that will be prepurchased by the City, and for the construction of the facilities. Assistance is also provided for contractor prequalification for the project and evaluation of the bids.

The staff report further states that the city's current financial plan for FY 2010/11 authorizes expenditure of \$100,000 for ammonia control design. Sufficient reserves exist in the Wastewater Fund to pay for the engineering services for this project. Additional funding authorization is requested for this multi-year project in the proposed financial plan for FY 2011/12. The funding plan for Phase 5C anticipates that financing will be necessary for the overall project.

Mr. Fredrickson confirmed that the agreement is just for planning and design engineering services, and noted that since it is an ongoing phase of existing work, the city does not have to go through a competitive selective process. He also confirmed that there are sufficient reserves to cover the expense.

Mr. Shults noted that engineering costs usually run about 25% of the total cost of a project. Facility planning and master planning usually add more to the cost. He believes that the cost for the engineering services seems to follow this standard.

MOTION by Goodlander, seconded by McEvers, to recommend Council approval of Resolution #11-024, authorizing an agreement with HDR Engineering to provide planning and design services for WWTP tertiary membrane filters and nitrification facilities, with a cost ceiling not to exceed \$973,555. Motion carried.

**Item 2 WWTP Phase 5B Change Order #6
Consent Calendar**

Dave Shults, Capital Program Manager, presented a request for approval of Change Order #6, for an increased cost of \$51,746 to the City's agreement with Contractors Northwest, Inc., for a total construction contract amount of \$11,081,417.

Mr. Shults noted in his staff report that construction of the Phase 5B project improvements is approximately 95 percent complete. Change Order #6 includes several changes to the plans and specifications that were made by project consultant, HDR Engineering and city staff. The eleven items of the change order include: four (4) items that added features requested by city staff to improve functionality, safety, operation, and maintenance, four (4) items to add necessary components that were not in the original design; two (2) items that required rework to correct design issues for which HDR will reimburse the city; one (1) item that credited a previously approved change order item so that the work can be combined with a new related work item on this change order. HDR and city staff negotiated the elements and costs of the change order, and believe they are fair and reasonable, and that the changes are necessary.

Mr. Shults further noted in his staff report that the change orders to date are within reason (4.2%) and the project team continues to work together to identify and quickly resolve issues on the project site that were not anticipated in the original plans and specifications. Many of the change items result in improvements for better operations and maintenance. The change order items on the project are typical of a project of this complexity, the project is progressing on schedule, and the cost of construction is \$618,583 less than the originally anticipated cost for the project.

Mr. Shults commented that they will probably have another change order in the next month or so. Mr. Fredrickson commented that when the city applied for the stimulus money for "shovel ready" projects, they had to move quickly, which means that some things were overlooked.

Councilman Goodlander said that it looks to her as if some of the changes that are being made are to increase efficiency and lifespan and they make sense.

Councilman McEvers asked about the cost for the building address numbers. Mr. Fredrickson said that the two sets of large numbers required custom fabrication & coating and required installation on the concrete walls with drilled holes and epoxy cement. Councilman McEvers also noted that he thought it was great that HDR Engineers had stepped up and taken care of the glassware washer replacement. Mr. Fredrickson said that it was a stainless steel steam washer that uses high quality distilled water.

MOTION by McEvers, seconded by Goodlander, to recommend Council approval of Resolution #11-024, approving Change Order #6, for an increased cost of \$51,746 to the City's agreement with Contractors Northwest, Inc., for a total construction contract amount of \$11,081,417.

The meeting adjourned at 4:18 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison

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

FUND	BALANCE 5/31/2011	RECEIPTS	DISBURSE- MENTS	BALANCE 6/30/2011
General-Designated	\$419,533	\$3,156	\$17,877	\$404,812
General-Undesignated	4,506,464	3,544,492	4,784,997	3,265,959
<u>Special Revenue:</u>				
Library	17,364	25,047	98,333	(55,922)
CDBG	24,992	3,702	3,739	24,955
Cemetery	49,556	17,946	18,526	48,976
Parks Capital Improvements	191,895	7,704	6,674	192,925
Impact Fees	2,311,547	44,183		2,355,730
Annexation Fees	132,506	3,430		135,936
Insurance	1,327,935	20,202	7,251	1,340,886
Cemetery P/C	1,815,019	3,840	2,475	1,816,384
Jewett House	12,208	2,096	1,064	13,240
KCATT	-			-
Reforestation	7,294	2	461	6,835
Street Trees	181,999	3,943	5,609	180,333
Community Canopy	409			409
CdA Arts Commission	2,586	2,372	150	4,808
Public Art Fund	93,679	22		93,701
Public Art Fund - LCDC	379,634	89	17,211	362,512
Public Art Fund - Maintenance	135,465	31	1,326	134,170
KMPO - Kootenai Metro Planning Org	(592)	14,859	16,036	(1,769)
<u>Debt Service:</u>				
2000, 2002 & 2006 G.O. Bonds	839,002	18,549	1,600	855,951
LID Guarantee	49,244	41		49,285
LID 124 Northshire/Queen Anne/Indian Meadows	340	171		511
LID 127 Fairway / Howard Francis	8,040	672	168	8,544
LID 129 Septic Tank Abatement	10,605	344		10,949
LID 130 Lakeside / Ramsey / Industrial Park	51,121		47,487	3,634
LID 146 Northwest Boulevard	46,529		500	46,029
<u>Capital Projects:</u>				
Street Projects	(48,514)	354	6,746	(54,906)
<u>Enterprise:</u>				
Street Lights	(16,153)	41,664	36,162	(10,651)
Water	972,896	218,286	516,866	674,316
Water Capitalization Fees	1,273,848	42,302		1,316,150
Wastewater	5,954,493	456,665	922,337	5,488,821
Wastewater-Reserved	1,231,296	27,500		1,258,796
WWTP Capitalization Fees	655,870	81,311		737,181
WW Property Mgmt	60,668			60,668
Sanitation	(184,311)	272,994	287,031	(198,348)
Public Parking	665,559	18,914	13,833	670,640
Stormwater Mgmt	448,056	110,536	133,377	425,215
Wastewater Debt Service	39			39
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	160,766	174,761	160,766	174,761
LID Advance Payments	516	102		618
Police Retirement	1,367,124	22,053	16,846	1,372,331
Sales Tax	1,547	2,820	1,547	2,820
BID	155,575	27,733		183,308
Homeless Trust Fund	353	456	353	456
GRAND TOTAL	\$25,314,002	\$5,215,344	\$7,127,348	\$23,401,998