

WELCOME
To a Regular Meeting of the
Coeur d'Alene City Council
Held in the Library Community Room at 6:00 P.M.
AGENDA

VISION STATEMENT

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

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

July 19, 2022

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Pastor Paul Van Noy, Candlelight Church.

C. PLEDGE OF ALLEGIANCE

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

***ITEMS BELOW ARE CONSIDERED TO BE ACTION ITEMS

E. ANNOUNCEMENTS:

1. City Council
2. Mayor – Appointments of Warren Bakes and Jim Lien to the Parks and Recreation Commission.

F. CONSENT CALENDAR: Being considered routine by the City Council, these items will be enacted by one motion unless requested by a Councilmember that one or more items be removed for later discussion.

1. Approval of Council Minutes for the July 5, 2022, Council Meeting.
2. Setting of the General Service/Public Works Committee Meeting for July 25, 2022.
3. Approval of Bills as Submitted.
4. Approval of Resolution No. **22-030-**
 - a. Approving the use of the Cooperative Purchasing Program of Sourcewell, Inc., for the purchase of a customizable precast restroom from CXT, Inc., as a replacement for the Person Field restroom, and ratify the purchase of thereof.

Pursuant to the Purchasing Policy adopted by Resolution No. 17-061

G. PUBLIC COMMENTS: (Each speaker will be allowed a maximum of 3 minutes to address the City Council on matters that relate to City government business. Please be advised that the City Council can only take official action this evening for those items listed on the agenda.)

H. OTHER BUSINESS:

1. **Resolution No. 22-031** – Approval of Amendment No. 1 to the engineering consultant services agreement with Keller Associates, Inc., for engineering design and construction consultant services for a new Booster Station located on S. Fairmont Loop.

Staff Report by: Kyle Marine, Water Department Assistant Director

2. **Resolution No. 22-032** – Approval of Amendment No. 1 to the engineering consultant services agreement with J-U-B Engineers, Inc., for engineering design and construction consultant services for a new Northeast Water Storage Facility and Infrastructure Improvements located on Thomas Lane.

Staff Report by: Kyle Marine, Water Department Assistant Director

3. Council Discussion regarding Special Events.

Staff Presentation by: Renata McLeod, Municipal Services Director

I. PUBLIC HEARINGS:

Please sign up to testify at <https://www.cdaid.org/signinpublic/Signinformlist>

1. (Legislative) V-22-05 - Vacation of a Ten-foot Strip of Right-of-Way (316 S. 18th Street).

Staff Report by: Dennis Grant, Engineering Project Manager

- a. **Council Bill No. 22-1009** – Approving V-22-05 - Vacation of a Ten-foot Strip of Right-of-Way (316 S. 18th Street).

2. (Quasi-Judicial) A-2-22 A Proposed +/- 5.9-Acre Annexation from County Ag to R-5; Applicant: Aspen Homes & Development, LLC; Located at 1808 N. 15th Street.

Staff Report by: Mike Behary, Associate Planner

J. ADJOURNMENT



Coeur d'Alene CITY COUNCIL MEETING

July 19, 2022

**MEMBERS OF THE CITY COUNCIL:
Jim Hammond, Mayor
Council Members McEvers, English, Evans, Gookin, Miller, Wood**

ANNOUNCEMENTS

Memo to Council

DATE: July 8, 2022

RE: Appointment to Boards/Commissions/Committees

The following appointment is presented for your consideration for the July 19, 2022, Council Meeting:

WARREN BAKES

Parks and Recreation Commission
(Re-Appointment)

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

Sincerely,

Sherrie Badertscher
Executive Assistant

cc: Renata McLeod, City Clerk
Bill Greenwood, Parks and Recreation Commission Liaison

Memo to Council

DATE: July 13, 2022

RE: Appointment to Boards/Commissions/Committees

The following appointment is presented for your consideration for the July 19, 2022, Council Meeting:

JIM LIEN

Parks and Recreation Commission
(Re-Appointment)

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

Sincerely,

Sherrie Badertscher
Executive Assistant

cc: Renata McLeod, City Clerk
Bill Greenwood, Parks and Recreation Commission Liaison

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, 2022

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, 2022, at 6:00 p.m., there being present the following members:

James Hammond, Mayor

Amy Evans)	Members of Council Present
Dan Gookin)	
Kiki Miller)	
Woody McEvers)	
Dan English)	Members of Council Absent
Christie Wood)	

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

INVOCATION: Chris Lauri of Anthem CDA led the invocation.

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

ANNOUNCEMENTS: Councilmember Gookin mentioned he made a comment at the last Council meeting that IRONMAN was owned by a Chinese corporation. He said he was incorrect as it was owned by an American private equity firm.

CONSENT CALENDAR:

1. Approval of Council Minutes for the June 21, 2022, Council Meeting.
2. Approval of General Services/Public Works Committee Minutes for the June 27, 2022, Meeting.
3. Setting of the General Service/Public Works Committee Meeting for July 11, 2022.
4. Approval of Bills as Submitted.
5. Setting of a Public Hearing for July 19, 2022:
 - a. V-22-05 - Vacation of a Ten-foot Strip of Right-of-Way (316 S. 18th Street).
6. Approval of the Outdoor Seating Permit for 314 N. 4th Street, Stormin Norman's Shipfaced Pub, LLC.; Owner Carolyn Thomson.
7. **RESOLUTION NO. 22-029-** A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE FOLLOWING: AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH HDR ENGINEERING, INC., IN THE AMOUNT OF \$50,763.57 FOR ADDITIONAL SERVICES ASSOCIATED WITH THE SOLIDS HANDLING IMPROVEMENTS PROJECT (RE: RESOLUTION NUMBERS 20-045 AND 21-074); AND PROFESSIONAL SERVICES AGREEMENT WITH HDR ENGINEERING, INC., IN

THE AMOUNT OF \$97,180.00, FOR THE WASTEWATER OUTFALL EVALUATION.

MOTION: Motion by McEvers, seconded by Evans, to approve the Consent Calendar as presented, including **Resolution No. 22-029**.

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

PUBLIC COMMENTS:

Mike Gridley, Coeur d'Alene, thanked the Mayor and Council for their support of the Task Force on Human Relations, and their "Reject Hate" campaign. He noted the Task Force had printed and distributed 1000 "Reject Hate" t-shirts to members of the community. He said there had been a very favorable response from the community on the campaign.

Teresa Borrenpohl, Post Falls, stated the last two weekends were the reason people fell in love with Coeur d'Alene, she wished to thank City workers publicly for the work they had done, and said she was proud to be a member of the community. She noted it was important to spread the declaration of love.

Lynda Putz, Hayden, stated the Constitution of the State of Idaho said in part that the first concern of all good government was the promotion of temperance, morality, and virtue. She said the performer at the Pride in the Park event should be investigated and prosecuted.

(LEGISLATIVE HEARING) O-2-22: THE CITY IS PROPOSING A NEW CHAPTER, 17.50, TITLED DEVELOPMENT AGREEMENTS WITHIN TITLE 17 (ZONING) OF THE MUNICIPAL CODE TO PROVIDE FOR THE CREATION, FORM, RECORDING, MODIFICATION, ENFORCEMENT, AND TERMINATION OF DEVELOPMENT AGREEMENTS. THIS CHAPTER IS PURSUANT TO SECTION 67-6511A, IDAHO CODE, AND IS INTENDED TO AUTHORIZE DEVELOPMENT AGREEMENTS TO THE FULLEST EXTENT OF THE LAW. APPLICANT: CITY OF COEUR D'ALENE.

STAFF REPORT: Planning Director Hilary Anderson noted she had brought to Council for their consideration a new chapter in the municipal code entitled Title 17, Zoning, 17.50 Development Agreements. She stated the new chapter would govern the creation, form, recording, modification, enforcement, and termination of Development Agreements in connection with annexations, planned unit developments, special use permits for a density increase, conditional zoning requests and associated subdivisions. She said a governing body may require certain favorable features, such as restrictions on use, design, conservation, provisions for roads and other infrastructure, open space, workforce housing, and other benefits. She said Development Agreements were voluntary, however, the City could reject zone changes unless the conditions were accepted. She noted the developer would be required to make a written commitment concerning the use or development of the subject parcel when it was determined that it was in the best interests of the public to enter into such an agreement. She mentioned the City did not have a process for making specific requirements concerning the use or development of a parcel as a condition of a zone change. She said Idaho Code § 67-6511A allowed Cities to enact an ordinance to create the process, and many

neighboring jurisdictions including Kootenai County had Development Agreement authority. She said Council should enact the proposed ordinance which would enable the City to require Development Agreements as a condition for a zoning decision in select cases as it would benefit both the City and the developer and/or land owner. She noted if a Development Agreement ordinance was adopted, staff would be able to draft Development Agreements for consideration by the City Council as part of land use approvals. She said staff had reached out to the Regional Housing & Growth Issues Partnership (RHGIP) working group, North Idaho Building Contractors Association (NIBCA) and the Coeur d'Alene Regional Realtors for input. She mentioned they had significant development requests coming forward in the near future, and adoption of the ordinance was time-sensitive. She said they received one (1) letter from the CDA School District, and staff had reviewed the comments, looked at state statutes already in place, and staff didn't feel the ordinance should be amended. She asked Council to approve the new chapter to the Municipal Code, Chapter 17.50, entitled Development Agreements.

PUBLIC COMMENTS: Mayor Hammond opened public comments, with the following being heard:

Justin O'Connell, Coeur d'Alene, stated Development Agreements would be a good tool for the City and developers.

DISCUSSION: Councilmember Miller noted outreach included emailing a draft of the ordinance to over 700 members of the development groups.

Councilmember McEvers asked if the ordinance only applied to annexations, with Ms. Anderson responding it would affect annexations, conditional zoning, special use permits, and planned unit developments (PUD). Councilmember McEvers asked if land for schools could be included, with Ms. Anderson responding the City may negotiate with a developer for conditions which may include land for the schools. Councilmember McEvers asked if the agreements could be amended, with Ms. Anderson responding they may be amended or terminated.

Councilmember Gookin asked if the Development Agreements were voluntary, if Council would be the approving body, and did they include PUD's, with Ms. Anderson responding applicants could refuse the agreement but their project would not be approved. She said some types of PUDs would trigger a Development Agreement and come to Council for approval. Councilmember Gookin asked if an amendment to a PUD would come to Council for approval, with Ms. Anderson responding if the amendment affected the Development Agreement it would come back to Council for approval. Councilmember Gookin asked if the agreements would help with enforcement of development terms, with Ms. Anderson responding that was the expectation. Councilmember Gookin asked if Council approved terminations, with City Attorney Randall Adams responding the Planning Commission would be the body that terminates Development Agreements, and an appeal would come forward to Council.

COUNCIL BILL NO. 22-1008

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ADOPTING CHAPTER 17.50 ENTITLED "DEVELOPMENT AGREEMENTS" TO PROVIDE FOR THE CREATION, FORM, RECORDING, MODIFICATION, ENFORCEMENT, AND TERMINATION OF DEVELOPMENT AGREEMENTS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

MOTION: Motion by Gookin, seconded by McEvers, to dispense with the rule and read **Council Bill No. 22-1008** once by title only.

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

MOTION: Motion by Gookin, seconded by Miller, to adopt **Council Bill No. 22-1008**.

DISCUSSION: Councilmember Gookin noted he had received an email regarding public comment at hearings and confirmed with Ms. Anderson that the public may comment at public hearings. Councilmember Gookin stated Council had received a letter from CDA School District 271 and appreciated their feedback and encouraged them to be present at future hearings; however, didn't feel that the Ordinance needed to be amended.

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

RECESS: Motion by McEvers, seconded by Miller, to recess to July 19, 2022, at 4:30 P.M. in the Library Community Room, located at 702 E. Front Avenue for a Budget Workshop prior to the start to the regularly scheduled Council meeting. **Motion carried.**

The meeting adjourned at 6:47 p.m.

ATTEST:

James Hammond, Mayor

Sherrie L. Badertscher
Executive Assistant

STAFF REPORT

Date: July 19, 2022
From: Bill Greenwood Parks & Recreation Director
SUBJECT: Restroom Replacement *(Council Action Required)*

DECISION POINT: Should Council authorize the Parks & Recreation Department to purchase a customizable precast restroom as a replacement for the Person Field restroom from CXT Precast Products, through the cooperative purchasing association, Sourcewell, Inc., and ratify the purchase of that restroom?

HISTORY: The restroom at Person Field was antiquated and failing, with many maintenance issues as well as difficulty in finding replacement parts. The foundation was settling enough to cause difficulty for doors to be opened and closed, making entrance to the facility difficult by many of our park users. A decision was made that this restroom must be replaced and it was budgeted for the 2021-2022 fiscal year. The restroom was purchased from CXT and delivered to the site. It has since been installed by City personnel. However, the purchase was made without complying with the City Purchasing Policy or State law based on an incorrect assumption concerning the previous purchase of the CXT precast restroom for City Park. The noncompliance was purely inadvertent and unintentional. On March 17, 2020, the City Council, upon request from the Parks & Recreation Department, declared CXT Precast Products, Inc., a sole source provider and authorized the purchase of a customized modular restroom to replace the "Bricks" City Park Restroom. Since that time, the Parks Department has learned that Sourcewell, Inc., a cooperative purchasing association used by the City in the past, by the State of Idaho, and by other Idaho governmental entities, has bid the modular components for the restroom in compliance with Idaho purchasing statutes. The City, therefore, can legally purchase the restroom using the Sourcewell prices without bidding the project itself.

FINANCIAL ANALYSIS: Council budgeted \$300,000 for the Person Field restroom; the structure was actually \$151,778.00 delivered. There will be additional fees for compaction testing, plumbing, and electrical. Demolition and dirt works were performed in-house. Nevertheless, the total cost is under the budgeted amount.

PERFORMANCE ANALYSIS: This new restroom will provide a needed upgrade to Person Park with much less maintenance costs. The new facility will also provide better ADA access. After investigation by the Parks & Recreation Department, it has been determined that Sourcewell, Inc., bid the CXT modular components of the restroom in compliance with State law.

Idaho Code § 67-2807 - Cooperative Purchasing.

With the approval of its governing board, a political subdivision may participate in cooperative purchasing agreements with the state of Idaho, other Idaho political subdivisions, other government entities, or associations thereof. Political subdivisions may also participate in cooperative purchasing programs established by any association that offers its goods or services as a result of competitive solicitation processes. Goods or services procured by participation in such cooperative agreements or programs shall be deemed to have been acquired in accordance with the requirements of this chapter.

The Legal Department has reviewed the purchase and agrees that it meets the State standards for cooperative purchasing and that the State of Idaho has identified Sourcewell, Inc., as a valid cooperative purchasing association for Idaho cities. Council budgeted this replacement. Because the restroom has already been fabricated and delivered to the site, ratification of the purchase by Council is necessary.

DECISION POINT / RECOMMENDATION: Council should approve the use of Sourcewell, Inc., for the purchase of a CXT Precast Products, Inc., customizable precast restroom as replacement for the Person Field restroom, and ratify the purchase of the restroom.

RESOLUTION NO. 22-030

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE USE OF THE COOPERATIVE PURCHASING PROGRAM OF SOURCEWELL, INC., FOR THE PURCHASE OF A CUSTOMIZABLE PRECAST RESTROOM FROM CXT, INC., AS A REPLACEMENT FOR THE PERSON FIELD RESTROOM, AND RATIFYING THE PURCHASE THEREOF.

WHEREAS, the Parks & Recreation Department has negotiated a contract with CXT, Inc., through the cooperative purchasing association Sourcewell, Inc., for the purchase of a customizable precast restroom as a replacement for the Person Field restroom, as set forth in an invoice marked Exhibit "A" attached hereto and by this reference made a part hereof, and has accepted delivery thereof.

NOW, THEREFORE,

BE IT RESOLVED that the City Council hereby approves the use of cooperative purchasing association Sourcewell, Inc., for the purchase of a customizable precast restroom from CXT, Inc.

BE IT FURTHER RESOLVED by the Mayor and City Council that the City approves the contract with CXT, Inc., in the amount of One Hundred Fifty-One Thousand, Seven Hundred Seventy-Eight Dollars (\$151,778.00) for the purchase of a customizable precast restroom, as set forth in the invoice dated June 30, 2022, a copy of which is marked Exhibit "A" attached hereto and incorporated herein by this reference.

BE IT FURTHER RESOLVED that the Mayor and City Council hereby ratify the purchase of the customizable precast restroom from CXT, Inc., through the cooperative purchasing program Sourcewell, Inc., and authorize payment to CXT, Inc., in the amount of One Hundred Fifty-One Thousand, Seven Hundred Seventy-Eight Dollars (\$151,778.00).

DATED this 19th day of July, 2022.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER ENGLISH	Voted
COUNCIL MEMBER MILLER	Voted
COUNCIL MEMBER GOOKIN	Voted
COUNCIL MEMBER EVANS	Voted
COUNCIL MEMBER MCEVERS	Voted
COUNCIL MEMBER WOOD	Voted

_____ was absent. Motion _____.



CXT Incorporated
 6701 E Flamingo Ave, Bld. 300
 Nampa, ID 83687
 208-800-6200

Invoice

Bill-To-Party
 CITY OF COEUR D'ALENE
 601 7TH STREET
 COEUR D'ALENE ID 83814-3958

Ship-To-Party
 CITY OF COEUR D'ALENE
 Person Park
 1401 E Garden Ave
 COEUR D'ALENE ID 83814

Remit-To
Remitting by check:
 CXT Incorporated
 PO BOX 676208
 DALLAS TX 75267-6208

Remitting by ACH or Wire Transfer:
 Beneficiary: CXT Incorporated
 Beneficiary Bank: PNC Bank, NA
 Pittsburgh, PA
 Account: 1077766885
 ABA / Routing: 043000096

Information
Invoice No. 90045618
Invoice Date 06/30/2022
Delivery No. 80081900
Sales Order No. 420492
Customer PO No. Person Field
Customer 108721
Customer Name CITY OF COEUR D'ALENE
Term of Payment Net 30
Incoterm DAP Delivered at Place

Item	Material/Description	Quantity	Unit Price	Value
10	S-362	1 EA	151,778.00	151,778.00
	S-362			
Total Before Tax				151,778.00
Total Amount (USD)				151,778.00

L.B. Foster Standard Terms and Conditions apply to this transaction and are available on our website at:
http://www.lbfoster.com/Index_Corp_Business_Units-1.asp



Concrete Products

BILL OF LADING

Shipper					BOL NO: 80081900		
CXT - Nampa LBFoster - CXT - Nampa 6701 E Flamingo Ave, Bld. 300 NAMPA ID 83687					Telephone: (208)800-6200		
Consignee					Carrier: ATS SPECIALIZED INC		
CITY OF COEUR D'ALENE Person Park 1401 E Garden Ave COEUR D'ALENE ID 83814					PRO LABEL HERE		
Bill To					References		
CXT Inc., An LB Foster Company 6701 E. Flamingo Ave., Bld. 300 NAMPA, ID 83687					Sales Order / Reference No. : 420492 / S-362A PO Number : Person Field LBF Assigned User : Matthew Armitage Incoterms : DAP Coeur d'Alene, ID		
BOL Special Instructions					BOL Packing Information		
Installer					Loading and Arrival Info		
FIRST CHOICE LLC Arley Roemer PO Box 1771 SPOKANE VALLEY WA 99037					Telephone: 509-999-9878		
					Loading Date/Time: 06/29/2022 7 AM - 9 AM Arrival Plan: 06/30/2022 - 9 AM Driver call installer when loaded at the plant Driver call installer 24 hours prior to appointment		
Qty	Type	Weight / Dimension	Unit	HM (X)	NMFC	Item Description	LTL Class
1.000	EA	66,700.000 26' X 11'-6" X 12'	LB			S-362A For: S-362	
TOTAL QUANTITY: 1.000					TOTAL WEIGHT: 66,700.000		TOTAL PALLET :
					GRAND TOTALS		
Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property as follows: "The agreed or declared value of the property is specifically stated by the shipper to be not exceeding _____ per _____."							
Remit COD to:							
COD Type:						COD Amount:	
Note: Liability limitation for loss or damage in this shipment may be applicable. See 49 USC 14706(c)(1)(A) and (B).							
Received, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request and to all applicable state and federal regulations.			Trailer Loaded: ____ by Shipper ____ by Driver		Freight Counted: ____ by Shipper ____ by Driver		The carrier shall not make delivery of this shipment without payment of and at other lawful charges. Shipper: _____
Shipper Signature/Date: <u>6-29-22</u> This is to certify that the above named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.				Carrier Signature/Pickup Date: <u>6-29-22</u> Carrier acknowledges receipt of packages and required placards. Carrier certifies emergency response information was made available and/or carrier has the Department of Transportation emergency response guidebook or equivalent documentation in Vehicle. Property described above is received in good order, except as noted.			
Shipper: <u>Eric Rovee</u>				Carrier: <u>[Signature]</u>			
Consignee acknowledges receipt of goods. Please notate any shortages or damages on BOL upon delivery.						Consignee: _____	



Concrete Products

BILL OF LADING

Shipper				BOL NO: 80081902			
CXT - Nampa LBFoster - CXT - Nampa 6701 E Flamingo Ave, Bld. 300 NAMPA ID 83687				Telephone: (208)800-6200			
Consignee				Carrier: ATS SPECIALIZED INC			
CITY OF COEUR D'ALENE Person Park 1401 E Garden Ave COEUR D'ALENE ID 83814				PRO LABEL HERE			
Bill To				References			
CXT Inc., An LB Foster Company 6701 E. Flamingo Ave., Bld. 300 NAMPA, ID 83687				Sales Order / Reference No. : 420492 / S-362B PO Number : Person Field LBF Assigned User : Matthew Armitage Incoterms : DAP Coeur d'Alene, ID			
BOL Special Instructions				BOL Packing Information			
Installer				Loading and Arrival Info			
FIRST CHOICE LLC Arley Roemer PO Box 1771 SPOKANE VALLEY WA 99037				Telephone: 509-999-9878			
				Loading Date/Time: 06/29/2022 7 AM - 9 AM Arrival Plan: 06/30/2022 - 9 AM Driver call installer when loaded at the plant Driver call installer 24 hours prior to appointment			
Qty	Type	Weight / Dimension	Unit	HM (X)	NMFC	Item Description	LTL Class
1.000	EA	72,700.000 26' X 10 X 12'	LB			S-362B For: S-362	
TOTAL QUANTITY: 1.000				TOTAL WEIGHT: 72,700.000		TOTAL PALLET : GRAND TOTALS	
Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property as follows: "The agreed or declared value of the property is specifically stated by the shipper to be not exceeding _____ per _____."							
Remit COD to:							
COD Type:						COD Amount:	
Note: Liability limitation for loss or damage in this shipment may be applicable. See 49 USC 14706(c)(1)(A) and (B).							
Received, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request and to all applicable state and federal regulations.			Trailer Loaded: ____ by Shipper ____ by Driver		Freight Counted: ____ by Shipper ____ by Driver		The carrier shall not make delivery of this shipment without payment of and at other lawful charges. Shipper: _____
Shipper Signature/Date: <u>6-29-22</u> <small>This is to certify that the above named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.</small>				Carrier Signature/Pickup Date: <u>6-29-22</u> <small>Carrier acknowledges receipt of packages and required placards. Carrier certifies emergency response information was made available and/or carrier has the Department of Transportation emergency response guidebook or equivalent documentation in Vehicle. Property described above is received in good order, except as noted.</small>			
Shipper: <u>[Signature]</u>				Carrier: <u>[Signature]</u>			
Consignee acknowledges receipt of goods. Please notate any shortages or damages on BOL upon delivery.						Consignee: _____	

Santiago



Custom building where you can match units to meet your needs. Units include restroom, shower, concession, storage and combo configurations. Standard features include simulated barnwood texture walls, simulated cedar shake textured roof, vitreous china fixtures, interior and exterior lights, off loaded and set up at site.

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Sections:			
Restroom* \$60,134 Qty: 1 = \$ 60,134	Shower* \$78,566 Qty: = \$ 0		
Family Assist Restroom* \$60,134 Qty: 1 = \$ 60,134	Concession* \$65,865 Qty: = \$ 0		
Family Assist Shower* \$71,049 Qty: = \$ 0	Multiuser Room \$55,443 Qty: = \$ 0		
*Includes 4-gallon water heater.			
Total Sections			\$120,268.00

Added Cost Options:		Price per Unit		
Final Connection to Utilities		\$ 3,500.00	<input type="checkbox"/>	0.00
(per section)	Optional Wall Texture -choose one	<input type="radio"/> Split Face Block (\$3,500) <input type="radio"/> Struck Trowel (\$3,500) <input checked="" type="radio"/> Stone (\$5,000)	Reset Wall Texture	10,000.00
	Optional Roof Texture -choose one	<input type="checkbox"/> Delta Rib		0.00
Porch/Wing Wall		\$ 58,565.00	<input type="checkbox"/>	0.00
Insulation / Heaters (per section)		\$ 18,500.00	<input type="checkbox"/>	0.00
Stainless Steel Water Closet (each)		Qty: \$ 950.00		0.00
Stainless Steel Urinal (each)		Qty: \$ 950.00		0.00
Stainless Steel Lavatory (each)		Qty: \$ 600.00		0.00
Electric Hand Dryer (each)		Qty: \$ 700.00		0.00
Electronic Flush Valves- Water Closet (each)		Qty: \$ 750.00		0.00
Electronic Flush Valves- Urinal (each)		Qty: \$ 750.00		0.00
Electronic Flush Valves- Lavatory (each)		Qty: \$ 650.00		0.00
Exterior Mounted ADA Drinking Fountain w/Cane Skirt (each)		Qty: \$ 3,600.00	<input type="checkbox"/>	0.00
Optional Door Closure (each)		Qty: 2 \$ 450.00	<input type="checkbox"/>	0.00
Skylight in Restroom (each)		Qty: \$ 450.00		0.00
Marine Grade Skylight in Restroom (each)		Qty: \$ 1,600.00		0.00
Marine Package for Extra Corrosion Resistance (per section)		\$ 3,450.00	<input type="checkbox"/>	0.00
Fiberglass Entry and Chase Doors and Frames		Qty: \$ 1,700.00		0.00
Tile Floor in Restroom (per section)		\$ 3,000.00	<input type="checkbox"/>	0.00
2K Anti-Graffiti Coating (per section)		\$ 3,500.00	<input type="checkbox"/>	0.00
Timed Electric Lock System (does not include chase door)		Qty: \$ 2,500.00		0.00
Exterior Frostproof Hose Bib with Box (each)		Qty: 1 \$ 450.00	<input checked="" type="checkbox"/>	450.00
Paper Towel Dispenser (each)		Qty: \$ 200.00		0.00
Toilet Seat Cover Dispenser (each)		Qty: \$ 100.00		0.00
Sanitary Napkin Disposal (each)		Qty: \$ 75.00		0.00
Baby Changing Station (each)		Qty: \$ 500.00		0.00
CXT Wastebasket (each)		Qty: \$ 150.00		0.00
Total Cost of Selected Accessories from Accessories Price List:			\$	10,450.00
Engineering and State Fees:			\$	
Estimated One-Way Transportation Costs to Site (quote):			\$	5,850.00
Custom Options:			\$	15,210.00
Total Cost per Unit Placed at Job Site:			\$	151,778.00
			<small>(excludes all taxes)</small>	

Disclaimer: Please call to confirm selected sections are compatible.

Estimated monthly payment on 5 year lease \$3,050.74

This price quote is good for 60 days from date below, and is accurate and complete.

I accept this quote. Please process this order.

Company Name

Customer

Date

Exhibit "A"

CXT Sales Representative

Date



Alan Kayser 11-1-21

OPTIONS

Exterior Color Options:

(For single color mark an X or for two tone combinations use W = Walls / R = Roof.)

- | | | | |
|---|---|---|---------------------------------------|
| <input type="checkbox"/> Amber Rose | <input type="checkbox"/> Liberty Tan | <input type="checkbox"/> Berry Mauve | <input type="checkbox"/> Sage Green |
| <input type="checkbox"/> Toasted Almond | <input type="checkbox"/> Oatmeal Buff | <input type="checkbox"/> Buckskin | <input type="checkbox"/> Rosewood |
| <input type="checkbox"/> Sun Bronze | <input type="checkbox"/> Golden Beige | <input type="checkbox"/> Mocha Carmel | <input type="checkbox"/> Malibu Taupe |
| <input type="checkbox"/> Sand Beige | <input type="checkbox"/> Natural Honey | <input type="checkbox"/> Salsa Red | <input type="checkbox"/> Java Brown |
| <input type="checkbox"/> Pueblo Gold | <input type="checkbox"/> Cappuccino Cream | <input type="checkbox"/> W Coca Milk | <input type="checkbox"/> Raven Black |
| <input type="checkbox"/> Granite Rock | <input type="checkbox"/> Georgia Brick | <input type="checkbox"/> Western Wheat | <input type="checkbox"/> Nuss Brown |
| <input type="checkbox"/> Rich Earth | <input type="checkbox"/> Charcoal Grey | <input type="checkbox"/> R Hunter Green | <input type="checkbox"/> Evergreen |

Special roof color # _____

Special wall color # _____

Special trim color # _____

(Sage green, hunter and evergreen colors are not available in colored through concrete.)

Rock Color Options:

- Basalt
 Mountain Blend
 Natural Grey
 Romana

Roof Texture Options:

- Cedar Shake
 Ribbed Metal

Wall Texture Options:

(For single texture mark an X or for different top and bottom textures use T = Top / B = Bottom.)

- | | | | |
|--|----------------|---|---------------------------------------|
| <input checked="" type="checkbox"/> T Barnwood | Horizontal Lap | <input type="checkbox"/> B Napa Valley Rock | } Can only be used as bottom texture. |
| <input type="checkbox"/> Split Face Block | Board & Batt | <input type="checkbox"/> River Rock | |
| <input type="checkbox"/> Stucco/Skip Trowel | Brick | <input type="checkbox"/> Flagstone | |

(Textures not included in CXT's quote are additional cost.)

Door Opener Options:

- Non-locking ADA Handle
 Pull Handle/Push Plate
 Privacy ADA Latch

Deadbolt Options:

- CXT Supplied
 Customer Supplied: _____
 Type & Part Number

Accessible Signage Options:

- Men
 Women
 Unisex

Paper Holder Options:

- 2-Roll Stainless Steel
 3-Roll Stainless Steel

Notes:

DELIVERY AND INSTALLATION QUESTIONNAIRE

1. Customer: City of Coeur d Alene Site location: Person field
2. Your name: Adam Korytko Title: Building maint Super
3. Desired delivery date: _____
4. Physical address: 1401 E. Garden ave. Coeur d Alene ID 83814
Please provide written directions from the closest town to your job site (maps acceptable).
5. Who will be the representative on site? Adam Korytko Phone #: 208-916-5096
NOTE: This person will have the ability to sign for the acceptance of the building as well as authorize any changes onsite.
6. Is there cell phone coverage at the site? YES NO
If NO, how far would we need to travel to get service? 6-1-22

The trucks delivering your building can range from 75' to 120' long and can weigh up to 150,000 lbs. They require a 32' wide, firm surface to make a 90 degree turn. Some of the trailers only have 6 to 8 inches of ground clearance so even road camber can cause a problem. These trucks need a 14' wide by 15' tall clear path for travel and even wider clearance at corners.

7. Will your site accommodate the scenario listed above? YES NO
If NO, additional equipment and crane time will be required. Please call for quote.
8. Is it possible that our transport driver will encounter any of the following on our way to the job site or during the installation (including overhead obstacles):
- | | | | |
|---|---|---|--|
| <input type="checkbox"/> Load limit bridges | <input type="checkbox"/> Seasonal road restrictions | <input type="checkbox"/> Switchback roads | <input type="checkbox"/> Low clearance |
| <input type="checkbox"/> Steep grade | <input type="checkbox"/> Rough terrain | <input type="checkbox"/> Trees or stumps | <input type="checkbox"/> Power lines |
| <input type="checkbox"/> Signs | <input type="checkbox"/> Fences | | |

Please provide detail if any of the above apply.

9. Will the transport equipment be able to access the site in inclement weather (rain, snow, etc.)?
 YES NO
- If NO, is there an alternate route to access the site?

LBFoster

L. B. FOSTER CUSTOMER

Name: City of Coeur d Alene

General Contractor

Sub-contractor

Supplier

Project Description: CXT Custom Restroom

Project Name: Person field Restroom

Project Number: _____

Address: 1401 E. Garden ave.

City: Coeur d Alene

State: ID Zip: 83814

PROJECT OWNER

Name: City of Coeur d Alene

Address: 710 E. Mullan Ave

City: Coeur d Alene

State: ID Zip: 83814

GENERAL CONTRACTOR INFORMATION

Name: Adam Korytko

Address: 710 E. Mullan Ave.

City: Coeur d Alene

State: ID Zip: 83814

BOND INFORMATION

Bond Number: _____

Bond Agent: _____

Phone: _____

Surety: _____

Address: _____

City: _____

State: _____ Zip: _____

JOB INFORMATION FOR S.O.: _____

****IF THIS JOB IS EXEMPT FROM SALES TAX, AN EXEMPTION CERTIFICATE IS REQUIRED. - PLEASE ATTACH A COPY.****

10. Due to the weight, the equipment can damage underground utilities in parks. Is there any possibility of this happening? YES NO

PLEASE NOTE: CUSTOMER IS RESPONSIBLE FOR MARKING THE EXACT LOCATION OF THE BUILDING AND A UTILITY LOCATE (CALL BEFORE YOU DIG) MUST BE DONE PRIOR TO OUR ARRIVAL FOR INSTALLATION.

If YES, please explain:

11. Does a tractor trailer and a crane have the ability to get within 2 feet of the actual install site?

YES NO

Please reference the site mock ups to determine if either of these two scenarios is acceptable.

12. Is the pad built to or the hole dug to the specifications provided by CXT? YES NO

13. Has the pad compaction and level been verified by a third party inspection? YES NO

NOTE: Your building pad is required to be constructed in accordance with the **FOUNDATION DETAIL in your drawing packet as well as the **CXT CONCRETE BUILDINGS SUBGRADE PREPARATION CHECKLIST**. If this is not verified by a certified testing agency, your warranty may be voided.**

14. Are the stub ups correct per the drawing for your building? YES NO

15. Will a plumber and/ or electrician be on site to adjust the stub ups if they are not correct? YES NO
It is your responsibility to make sure that water and electricity are available and ready to be connected on the day of the installation and that the stub ups and pad are correct!

- ❖ There is a possibility that damage to your site may occur (sidewalks, grass, curbing, asphalt, underground utilities, etc.). While we do not accept liability for this damage, there may be steps we can take to minimize the potential for this damage (steel plates, gravel ramps, etc.) at an additional cost.
 - For forest service projects, per FAR 52.236-2, differing site conditions will need to be agreed upon prior to the start of the project.
- ❖ The installer will conduct a safety meeting the morning of the installation. Anyone who plans to be onsite during the installation is required to attend this meeting.
- ❖ Any work outside of this scope you will need to negotiate directly with the installer. it is up to their discretion whether or not to accept it!
- ❖ **IMPORTANT:** Additional charges can and/or will be charged to the customer for any out of scope site work including, but not limited to: any of the above listed conditions, temporary off load due to any cause (weather), short trailer transfer, blasting/rock removal, and larger than normal crane requirements. Please check with CXT if you have any concerns or questions

Please visit our website at <http://www.cxtinc.com> as it contains information that can be very helpful to you.

OTHER BUSINESS

**CITY COUNCIL
STAFF REPORT**

DATE: JULY 19, 2022
FROM: KYLE MARINE, WATER DEPARTMENT ASSISTANT DIRECTOR
SUBJECT: APPROVAL OF AMENDMENT NO. 1 TO THE OWNER-CONSULTANT AGREEMENT WITH KELLER ASSOCIATES, INC., FOR ENGINEERING DESIGN AND CONSTRUCTION CONSULTANT SERVICES FOR THE NEW BLACKWELL BOOSTER STATION

DECISION POINT: Should City Council approve an amendment to the engineering consultant services agreement with Keller Associates, Inc., for engineering design and construction consultant services for a new Booster Station located on S. Fairmont Loop?

HISTORY: The Blackwell Island public water system was originally constructed as a privately owned system supplied by a well as the single water source. In 1973 the system requested to be supplied by the City through a wholesale agreement and consequently a transmission main was installed across the river to what is now the Blackwell Marina. The Blackwell system was further expanded in the County for many years. The residents became disenchanted with the private water company and requested direct service by the City in approximately 1992. The City declined due to the policy of not serving new customers outside City limits and also that the system did not meet City standards. In 1993, the City was forced by court order to acquire, operate and maintain the Blackwell System as a part of the City's public water system. The Water Department has been struggling with the many deficiencies of the system and are working to improve reliability within budget constraints. The existing booster station, located on a very small parcel at another location, is undersized, failing and does not have the necessary dedicated easements for replacement of water transmission infrastructure. This, and the need to construct a new booster station while the existing booster station is still operating in order to maintain water supplies to the county residents in the area, necessitated procurement of another location. Unfortunately, the steep topography of the area and the lack of available property renders typical construction almost nonexistent. Only through some recent development was the Water Department able to negotiate and acquire property fronting an existing water transmission main and street infrastructure for this purpose.

FINANCIAL ANALYSIS: Keller Associates, Inc., entered into an engineering consultant services agreement with the City on August 30, 2021, for the amount of \$104,093.00, for the preliminary work on the Blackwell Booster Station project. Keller Associates, Inc., has submitted a proposal for completion of the project engineering services in the amount of \$227,280.00, bringing the total contract price to \$331,373.00. The amended agreement includes: Project management, Geotechnical investigation, Preliminary design, Final design, Bidding support, Construction administration, and Construction management. The engineer's cost estimate for construction is approximately \$1,274,000. The current FY 2022 budget line item is \$575,000.00. Staff anticipates, with approval of this contract, to get design and bid services done in fiscal years 2022/2023 and 2023/2024.

PERFORMANCE ANALYSIS: The original scope of the project was to help identify a suitable location and assist with preliminary design of proposed layouts that will match our existing system hydraulics and appropriate permits with local government agencies. A Conditional Use Permit has been approved and authorized through the County Planning and Zoning to construct the station on the listed parcel. The addition of the new booster station will help with consistency issues, pressure issues, reliability and fire flows.

DECISION POINT/RECOMMENDATION: City Council should approve an engineering consultant services agreement with Keller Associates, Inc., for engineering design and construction consultant services, not to exceed \$331,373, for the new Blackwell Booster Station.

RESOLUTION NO. 22-031

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AMENDMENT NO. 1 TO THE ENGINEERING CONSULTANT SERVICES AGREEMENT WITH KELLER ASSOCIATES, INC., FOR ENGINEERING DESIGN AND CONSTRUCTION CONSULTANT SERVICES FOR THE BLACKWELL BOOSTER STATION LOCATED ON SOUTH FAIRMONT LOOP.

WHEREAS, pursuant to Resolution No. 21-049 adopted the 17th day of August, 2021, the City of Coeur d'Alene entered into a Professional Services Agreement with Keller Associates, Inc.; and

WHEREAS, Keller Associates, Inc., seeks an amendment to said Agreement as set forth in the Amendment to Owner-Consultant Agreement, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that such amendment be approved.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City hereby approves Amendment No. 1 to the Professional Services Agreement with Keller Associates, Inc., pursuant to the terms of the amendment attached hereto as Exhibit "A" and by this reference incorporated herein.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and they are hereby authorized to execute such amendment on behalf of the City, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said amendment so long as the substantive provisions of the agreement and amendment remain intact..

DATED this 19th day of July, 2022.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOOKIN	Voted
COUNCIL MEMBER MILLER	Voted
COUNCIL MEMBER ENGLISH	Voted
COUNCIL MEMBER EVANS	Voted
COUNCIL MEMBER MCEVERS	Voted
COUNCIL MEMBER WOOD	Voted

_____ was absent. Motion _____.

AMENDMENT TO OWNER-CONSULTANT AGREEMENT

Amendment No. 01

Background Data:

Effective Date of Owner-Consultant Agreement:	<u>August 30, 2021</u>
Effective Date of this Amendment:	<u>Date of Execution</u>
Owner:	City of Coeur d'Alene
Consultant:	Keller Associates, Inc.
Project:	Blackwell Booster Station Design KA # 221084

Nature of Amendment:

This amendment is intended to modify the terms of the original agreement relating to the following items:

1. **Schedule:** Due to the extended duration of the Conditional Use Permit (CUP) process, project schedule has been extended to add three months to overall project schedule as outlined in this amendment. Geotechnical investigation and Technical Memorandum will be completed after approval of the CUP. Preliminary Engineering Report (PER) will be finalized after approval of the Technical Memorandum and design criteria by the City.
2. **Geotechnical Investigation:** Through the CUP process, the building setbacks have been reduced to zero feet from Right of Way. Additionally, due to preliminary excavation and an access road constructed by the City, the scope of geotechnical work has been reduced. The track mounted boring equipment will be able to traverse the site directly, and additional stabilization equipment (crane/wrecker) is no longer required as noted in the original contract. Two bore holes will still be provided as originally intended. Geotechnical evaluation and recommendations will be as originally outlined, but additional services will be provided by the geotechnical subconsultant to include design criteria, plan reviews and other recommendations for assistance in developing a specification for a contractor designed soil-nail retaining wall. One additional meeting is included in this amendment. Meeting has occurred on site prior to execution of this amendment on April 4, 2022 at 1:00pm.
3. **Fire Pumps:** Per the original contract, the new Blackwell Booster Station would not require the installation of fire pumps, and the booster station would be designed to produce similar flows to the existing booster station (~450 gpm). After discussion with Kootenai County Fire Department (KCFD) and Idaho Department of Environmental Quality (IDEQ), and requirements set forth by Kootenai County as conditions of approval for the CUP, a total capacity of 1,000 gpm will be required from this booster pumping station. Firm capacity provided will be 500 gpm as requested by the City Water Department.
4. **Final Design:** By way of this contract amendment, Final Design Services are included in the scope of work as outlined below.
5. **Bidding Support:** By way of this contract amendment, Bidding Support Services are included in the scope of work as outlined below.
6. **Construction Administration:** By way of this contract amendment, Construction Administration is included in the scope of work as outlined below.

7. Construction Observation: By way of this contract amendment, Construction Observation is included in the scope of work as outlined below.
8. Permitting: By way of this contract amendment, Permitting is included in the scope of work as outlined below.

Description of Modifications:

Amend Attachment A of original contract as follows:

A. Modify Task 1 as follows:

Revise the first bullet point under "Assumptions" to read: "Project management budget assumes a project schedule of up to 18 months."

B. Modify Task 2 as follows:

Delete existing Item e. and replace with the following: "The target booster station capacity will be 1,000 gpm. Target firm capacity will be approximately 500 gpm. Consultant will assist in coordination of approval of reduced fire capacity with areas having jurisdiction including IDEQ and KCFD. Consultant will draft a letter for approval by KCFD and IDEQ permitting fire flows below the minimum required standard required by IDEQ and KCFD."

Add the following after Item e.: "f. Attend design review meeting to review Technical Memorandum and design criteria. Consultant to prepare meeting agenda and distribute notes after the meeting. Incorporate Owner comments and submit final Technical Memorandum."

Revise the first bullet point in "Assumptions" to read: "Currently there are 54 connections in Blackwell Zone. 74 total connections are available without annexation. Planning for the Technical Memorandum will include 74 connections. Future connections are assumed to be single family residential and have similar flows to the existing residences in the zone."

C. Modify Task 3 as follows:

Delete the first paragraph of Task 3 and replace with the following: "Provide geotechnical investigation of the site. Site to be accessed by track mounted drilling equipment. Access to the site to be constructed by others."

Add the following after Item d.: "e. Provide design parameters for a contractor – designed soil nail wall, including grout to ground bond strength for soil nails/tie backs."

Add the following after item e. "f. Provide design parameters and develop specifications for a contractor designed retaining wall. Final design will be completed by the successful bidder and submitted to the Engineer for review."

D. Add Task 5 as follows:

TASK 5: FINAL DESIGN

Consultant Responsibilities:

- 1.1. Plan Sheets. Prepare general, survey, site civil, structural, architectural, plumbing, HVAC, retaining wall, mechanical, electrical, and instrumentation and control plan sheets (limited to wiring diagrams) for the

site, booster station, and yard piping and instrumentation diagrams (P&ID).

- a. Coordinate location of pumps, piping layout, spacing, electrical equipment, generator, building access, overhead door, HVAC equipment, plumbing drains, and other appurtenances with the Owner. Prepare 50% and 90% review sets.
- 1.2. Specifications. Utilize Owner front end bidding documents that will include standard bidding forms, contract forms, construction forms, and general conditions. Incorporate owner requirements, supplemental conditions, and special provisions and project constraints. Prepare technical specifications. Technical specifications will be prepared to specify the materials, processes, and the products that are used in construction. Provide general and supplementary conditions based on the current version of EJCDC Incorporate Owner requirements. Prepare front end documents and table of contents for the 50% review set, and complete draft technical specifications for the 90% review set.
- 1.3. 50% Design and Review Workshop Meeting. Submit 50% design review drawings and specifications table of contents to the Owner. Participate in a 50% design review workshop meeting.
- 1.4. 90% Design and Review Workshop Meeting. Submit 90% design review drawings and specifications to the Owner. Participate in a 90% design review workshop meeting.
- 1.5. Agency Submittal. IDEQ design checklists will be completed and submitted along with the final plans and specifications to IDEQ for review. Prepare a Building Department review submittal (final permit will be obtained by Owner).
- 1.6. Final Approval. Upon Owner and IDEQ review, Consultant will incorporate appropriate revisions into a final set of stamped drawings and specifications that will be used for bidding.
- 1.7. Opinion of Probable Cost. Prepare an opinion of probable cost for the project at 50% and 90% design.

Owner Responsibilities:

- Review and provide one set of consolidated comments on the 50% and 90% design deliverables.
- Provide legal and risk reviews of the bid documents.
- Provide review comments from Owner's SCADA integrator.
- Pay for any associated permitting fees not assigned to the Contractor.

Assumptions:

- Consultant will be compensated for additional services for Owner-requested out of scope items and for rework triggered by Owner-requested changes to previously agreed upon design criteria and concepts.
- Project will not include irrigation or landscaping of the site.
- The booster station will be CMU block walls and metal roofing. Extensive architectural feature and architectural rendering are not included in the booster station design.
- Contractor will be required to prepare and implement a Storm Water Pollution Prevention Plan (SWPPP), prepare traffic control plans, and secure associated permits.
- Building permit will be obtained by the Owner.
- Additional professional time for correspondence and meetings, due to an Owner initiated change in the project design, preparing additional bidding-related documents (i.e. contract prequalification, equipment prepurchase, and alternative bids), participating in project peer reviews or value engineering, and/or project support above and beyond that described is considered an additional service.

- Since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, the Consultant does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by the Consultant.

Deliverables:

- 50% design submittal, including one PDF submittal (prepared in 22"x34" reviewed in 11"x17") and # 11"x17" paper copies.
- 90% design drawings and specifications, including one PDF submittal (prepared in 22"x34" reviewed in 11"x17") and # 11"x17" paper copies.
- 100% stamped design package, including one PDF submittal (prepared in 22"x34" reviewed in 11"x17") and # 11"x17" paper copies.
- Opinion of probable cost.
- Building permit submittal.

E. Add Task 6 as follows:

TASK 6: BIDDING SUPPORT

Consultant Responsibilities:

- 1.8. Advertisement. Provide the Owner with a bid advertisement for the Owner to publish in the local newspaper of record. Assist Owner with posting advertisement to on-line plan room.
- 1.9. Pre-Bid. Attend and conduct a pre-bid meeting with Contractors interested in the project. The pre-bid will include a meeting and a site tour to provide a forum for answering Contractor questions.
- 1.10. Addenda. If required, respond to bidder questions and prepare up to three addenda during the bidding process to clarify, correct, or change the issued documents.
- 1.11. Bid Opening. Attend and conduct the bid opening and review Contractor bids with the Owner.
- 1.12. Bid Evaluation. Evaluate the bids received, prepare bid summary, and provide a recommendation for award.

Owner Responsibilities:

- Make arrangements for and pay for the advertisement of the project.
- Attend the pre-bid meeting.
- Attend the bid opening meeting.
- Recommend award of the contract.

Assumptions:

- No prequalifying of contractors will be required.
- One bid package and one bidding process to a single Contractor is assumed. If multiple bid packages or rebidding or addressing bid protests is required, these services will be provided as an additional service.

Deliverables:

- Bid advertisement for the Owner's use.

- Three paper copies and one electronic copy in PDF format of the bidding documents including 11"x17" plans will be delivered to the Owner.
- Bid evaluation letter.

F. Add Task 7 as follows:

TASK 7: CONSTRUCTION ADMINISTRATION

Consultant Responsibilities:

This task includes the professional services to support the Owner during the construction of the project by one prime Contractor. Consultant's level of effort during construction is often affected by the selected Contractor. The fee estimate, level-of-effort projections, and schedule assumptions represent Consultant's professional judgement. As activities progress, it may become apparent some modifications to this scope are necessary due to changes in the Contractor's schedule and work. Consultant will advise the Owner of such issues and any fee and/or schedule impact prior to implementing revised activities. This task will include the following:

- 1.13. Construction Contract Administration. Consult with Owner and act as Owner's representative.
- 1.14. Contract Documents. Incorporate addenda and prepare construction documents for distribution to Owner and Contractor.
- 1.15. Pre-Construction Meeting. A pre-construction conference will be chaired by the Consultant and attended and conducted by the Owner, the Contractor, major suppliers, and subcontractors. The purpose of this meeting will be to establish lines of communication as well as procedures and timelines for the job. Consultant will prepare meeting agenda and meeting notes to be distributed to attendees.
- 1.16. Construction Meetings. Conduct construction progress meetings every two weeks (during periods of active construction) with Owner and Contractor representatives and distribute meeting agenda and subsequent meeting notes with action items to attendees. Meetings to be held during periods of active construction. Budget assumes 10 construction progress meetings.
- 1.17. Contractor Schedule. Review Contractor's proposed construction time schedule and critical path sequencing.
- 1.18. Submittals. Review Contractor's submittals for general conformance to the specified materials and methods noted in the design plans and specifications. Reviews will not specify Contractor techniques, sequencing, procedures, means or methods of construction or to safety precautions.
- 1.19. Test Results. Receive and review test results provided by the Contractor and/or Owner. These test results are anticipated to include soil, rebar, concrete, asphalt, and water quality test reports. These tests will be used to assess if results conform with the plans and specifications. The review of the test results will not be considered as an independent evaluation of the procedures used during testing.
- 1.20. Requests for Information (RFIs). Respond to RFIs from Contractor or Owner and provide clarification of Contract Documents.
- 1.21. Pay Requests. Review and recommend to Owner the Contractor pay requests.
- 1.22. Change Orders. Review change order and work directive requests.
- 1.23. Field Orders. Prepare and issue field orders requiring minor changes in the work.
- 1.24. Startup Support. Provide startup assistance. Startup is assumed to be two half days of support from the Consultant during the pump start up and generator start up.

1.25. Punch Lists. Hold a Substantial Completion inspection with Owner Staff for the purpose of issuing a Notice of Substantial Completion to the Contractor. This Substantial Completion inspection will include the development of a "punch-list" for the Owner to use as the Contractor's final work to be completed. A final walkthrough will be held at the site to check that punch list items have been completed.

Owner Responsibilities:

- Review and process timely reviews of Contractor pay requests, change orders and other construction related documents.
- Attend construction meetings.

Assumptions:

- Budget assumes 60 submittals and 30 resubmittals.
- Budget assumes up to 25 RFIs.
- Budget assumes up to 2 each field orders and change orders.
- Work will be performed by one General Contractor.
- Material testing services such as soil compaction, concrete, asphalt, steel, pipe pressure, and bacteria will be provided by the Contractor. Contractor shall also be responsible for specialty inspection services as outlined in the contract documents.
- Budget assumes 5 months of construction.
- Contractor and Owner will coordinate SCADA Integration Services with Woodhawk.
- Onsite SCADA support, if required, is an additional service.

Deliverables:

- Two hard copies and one electronic copy in PDF format of the Contract documents and will be delivered to Owner.
- One paper copy and one electronic (PDF) copy of the Contract documents and will be delivered to Contractor.
- Pre-construction meeting agenda and meeting notes.
- Submittal reviews.
- Substantial and final completion checklists.

G. Add Task 8 as follows:

TASK 8: CONSTRUCTION OBSERVATION SERVICES

Consultant Responsibilities:

6.1 Construction Observation Services. Consultant will provide a Resident Project Representative to observe onsite construction activities. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the Consultant to become familiar with the work in progress and to assess, in general, if the work is proceeding in accordance with the contract documents. Based on these observations, the Consultant shall keep the Owner informed about the progress of the work and shall endeavor to guard the Owner against deficiencies in the work. Construction observation services are intended to be supplemental to the similar observations that will be completed by the Owner on a day-to-day basis. In completing these services, it is recognized that the

Contractor is solely responsible for furnishing and performing the work in accordance with the contract documents. The level of involvement during construction can be adjusted as requested by the Owner and will be managed by Consultant to remain within the budgeted amount. Owner will be notified if budgeted amount is being exhausted more quickly than expected.

Owner Responsibilities:

- Provide day-to-day construction observation. Alert Consultant of any concerns observed.

Assumptions:

- The budget assumes the construction schedule will be limited to 5 months with an average of 30 hours per month including travel to and from the site. Consultant will be entitled to additional compensation if the schedule is lengthened.
- It is assumed that the City of Coeur d'Alene will supplement the Construction Observation, particularly during the sitework and underground piping portion of the work.

H. Add Task 9 as follows:

TASK 9: PROJECT CLOSEOUT

Consultant Responsibilities:

- 1.26. O&M Manual. Consultant will receive from the Contractor an operation and maintenance manual (O&M) that includes all major equipment. Consultant to provide brief supplement outlining the purpose, design criteria, and control strategy.
- 1.27. Record Drawings. The Record Drawings will be developed using the Contractor maintained set of "Red-line" drawings and will show locations of installed components of the Project as identified by the Contractor. Contractor drawings will be reviewed, noted and incorporated into final record drawings in pdf format.

Owner Responsibilities:

- Provide information for O&M manual as requested by Consultant.
- Provide comments on draft O&M manual provided.

Assumptions:

- The Contractor will prepare operation and maintenance manual information and submit it to the Consultant.
- Startup services are assumed to end at the final completion date for construction. Ongoing support services and 11-month warranty service, if requested by the Owner, will be provided separately as an additional service.

Deliverables:

- Two 11"x17" paper copies and one electronic (PDF) copy of construction plans marked "Record Drawings".
- Two hard copies and one electronic copy of the Operations and Maintenance Manual provided to the Owner.

I. Add Task 10 as follows:

TASK 10: Not Used.

J. Add Task 11 as follows:

TASK 11: MANAGEMENT RESERVE

From time to time the Owner may have additional tasks related to the project or additional tasks may be encountered that are not identified in this scope of work. For these instances, a time and material budget is established in order for Consultant to complete the additional services. A Management Reserve in the amount of \$10,000 is incorporated into this agreement to allow Owner Staff (Water Director) to authorize Additional Services if needed. The scope, schedule and budget for such items will be agreed upon in writing through a task order prior to incorporation into the work.

Compensation Summary:

Update compensation per the following table:

Task	Billing Basis	Original Agreement	Prior Amendments	This Amendment	Total
<i>Task 1: Project Management</i>	<i>LS</i>	<i>15,655</i>	<i>0</i>	<i>3,710</i>	<i>19,365</i>
<i>Task 2: Blackwell Zone Study and Technical Memorandum</i>	<i>LS</i>	<i>18,115</i>	<i>0</i>	<i>3,380</i>	<i>21,495</i>
<i>Task 3: Geotechnical Investigation</i>	<i>LS</i>	<i>46,093</i>	<i>0</i>	<i>-8,870</i>	<i>37,223</i>
<i>Task 4: Preliminary Design</i>	<i>LS</i>	<i>24,230</i>	<i>0</i>	<i>0</i>	<i>24,230</i>
<i>Task 5: Final Design</i>	<i>LS</i>	<i>Not included</i>	<i>0</i>	<i>113,635</i>	<i>113,635</i>
<i>Task 6: Bidding Support</i>	<i>LS</i>	<i>Not included</i>	<i>0</i>	<i>8,195</i>	<i>8,195</i>
<i>Task 7: Construction Administration</i>	<i>LS</i>	<i>Not included</i>	<i>0</i>	<i>65,560</i>	<i>65,560</i>
<i>Task 8: Construction Observation</i>	<i>T&M</i>	<i>Not included</i>	<i>0</i>	<i>20,250</i>	<i>20,250</i>
<i>Task 9: Project Closeout</i>	<i>LS</i>	<i>Not included</i>	<i>0</i>	<i>11,420</i>	<i>11,420</i>
<i>Task 11: Management Reserve</i>	<i>T&M</i>	<i>Not included</i>	<i>0</i>	<i>10,000</i>	<i>10,000</i>
Total		\$104,093	0	\$227,280	\$331,373

Schedule:

Revise project schedule as noted below. Remove original project schedule and replace with the following:

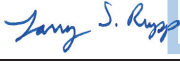
Task	Schedule	Comments
Task 1 – Project Management	Ongoing	
Task 2 – Blackwell Zone Study and Technical Memorandum	160 days	Technical Memorandum documenting Blackwell Zone design criteria will be submitted to the Owner within 45 days from receiving Notice to Proceed from Owner. This task includes submittal and approval period for the Conditional Use Permit (CUP)
Task 3 – Geotechnical Investigation	60 days	Anticipated to occur after execution of this amendment.
Task 4 – Preliminary Design	45 days	Preliminary Design Plans will be completed and PER submitted to DEQ within 45 days after receiving approval of design criteria established in Task 2.
Task 5 – Final Design	90 days	Final Design Plans will be complete and submitted to DEQ within 90 days of approved PER.
Task 6 – Bidding Support	30 days	
Task 7 – Construction Administration	180 days	
Task 8 – Construction Observation Services	180 days	Construction observation assumes 30 hours per month of onsite observation by Keller. Observation to be supplemented by Water Department staff.
Task 9 – Project Closeout	30 days	
Task 11 – Management Reserve	TBD	

All provisions of the Agreement not modified by this or previous amendments remain in effect. In witness thereof, the parties hereto have executed or caused to be executed by their duly authorized officials this Amendment to the Agreement on the respective dates indicated below.

OWNER: CITY OF COEUR D'ALENE

CONSULTANT: KELLER ASSOCIATES, INC.

Signature: _____
Name: _____
Title: _____
Address: _____
Telephone: _____
Date: _____

Signature:  _____
Name: Larry Rupp
Title: President
Address: 100 East Bower Street, Suite 110
Meridian, ID 83642
Telephone: (208) 288-1992
Date: 5/25/2022

Digitally signed by Larry S. Rupp
Date: 2022.05.25 18:21:00-06'00'

**CITY COUNCIL
STAFF REPORT**

DATE: JULY 19, 2022

FROM: KYLE MARINE, WATER DEPARTMENT ASSISTANT DIRECTOR

SUBJECT: APPROVE AMENDMENT NO. 1 TO THE ENGINEERING SERVICES CONTRACT WITH J-U-B ENGINEERS, INC., FOR NORTHEAST WATER STORAGE FACILITY DESIGN AND CONSTRUCTION SERVICES.

=====

DECISION POINT: Should City Council approve an amendment to the engineering consultant services agreement with J-U-B Engineers, Inc., for engineering design and construction consultant services for a new Northeast Water Storage Facility and Infrastructure Improvements located on Thomas Lane?

HISTORY: The 2012 Water Comprehensive Plan Update identified the needs for additional water storage as the city continues to grow. On May 3, 2016, the City entered into a contract with J-U-B to assist with identifying possible tank locations and proposed builds using topographical information and the hydraulic study to determine suitable sites. As possible new tank locations were identified, J-U-B helped with a rough draft and layout of tank design along with the negotiation to purchase property. The plan also set a basic timeline when these planned improvements were expected to take place. With the recent increase in growth and water demand, staff believes an accelerated schedule is needed to prevent impending water pressure and quantity issues. After identifying different sites, the City struck an agreement to purchase property at the end of Thomas Lane in 2021. This project may be broken into two phases due to its complexity. One phase will be the design, bid and construction of the tank site, and the second phase will be the design, bid and construction of the transmission main. The consultant has developed the next scope of work and relevant contract for design and construction services with this project in mind.

FINANCIAL ANALYSIS: J-U-B has submitted a proposal for completion of the project Phase I engineering services for \$1,322,000. The proposal for Phase I includes: Geotechnical evaluation of the property, tank site base pad development, design of the new transmission main, bid award, and construction management of the road, trail and tank site preparation. Phase II will consist of bidding out and awarding the construction of a one-million-gallon tank along with roughly 7,500 feet of transmission main down Thomas Lane to 15th Street. The engineer's cost estimate for construction is approximately \$7,710,000 to \$9,474,000, not including engineering. The current FY 2022 budget line item is \$1,500,000.00. Staff anticipates, with approval of this contract, to get design and bid services done fiscal years 2022-2023 and 2023-2024.

PERFORMANCE ANALYSIS: The original scope of the project was to help identify possible tank locations and assist with preliminary design of proposed layouts that will match our existing system hydraulics and identify suitable property location and acquisition. Due to the length of time required to secure an agreement with the original property owner, alternative short-term steps to improve system capacity and reduce pressure issues were undertaken and completed by the Water

Department. The temporary improvements were intended to provide adequate time to get the new water storage facility and related infrastructure constructed. The addition of the new tank is intended to eliminate pressure reduction during peak demands as well as augment suitable fire flows for the northeast quadrant of the city.

DECISION POINT/RECOMMENDATION: City Council should approve an amendment to the engineering consultant services agreement with J-U-B Engineering, Inc., for engineering design and construction consultant services, in an amount not to exceed \$1,322,000.00, for Phase I and Phase II of the new Northeast Water Storage Facility and Infrastructure Improvements.

RESOLUTION NO. 22-032

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING CONTRACT AMENDMENT NO. 1 TO THE ENGINEERING CONSULTANT SERVICES AGREEMENT WITH J-U-B ENGINEERS, INC., FOR ENGINEERING DESIGN AND CONSTRUCTION CONSULTANT SERVICES FOR THE NORTHEAST WATER STORAGE FACILITY AND INFRASTRUCTURE IMPROVEMENTS LOCATED ON THOMAS LANE.

WHEREAS, pursuant to Resolution No.16-023 adopted the 3rd day of May, 2016, the City of Coeur d'Alene entered into a Professional Services Contract with J-U-B Engineers, Inc.; and

WHEREAS, J-U-B Engineers, Inc., seeks an amendment to the Contract as set forth in the Authorization for Contract Amendment No. 1, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that such amendment be approved.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City hereby approves Authorization for Contract Amendment No. 1 to the Contract with J-U-B Engineers, Inc., pursuant to the amendment attached hereto as Exhibit "A" and by this reference incorporated herein.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and they are hereby authorized to execute such amendment on behalf of the City, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements so long as the substantive provisions of the agreements remain intact.

DATED this 19th day of July, 2022.

James Hammond, Mayor

ATTEST:

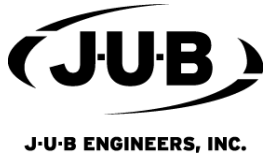
Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER EVANS	Voted
COUNCIL MEMBER MILLER	Voted
COUNCIL MEMBER GOOKIN	Voted
COUNCIL MEMBER ENGLISH	Voted
COUNCIL MEMBER MCEVERS	Voted
COUNCIL MEMBER WOOD	Voted

_____ was absent. Motion _____.



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

Authorization for Contract Amendment No. 1

CLIENT: City of Coeur d'Alene - Water Department
Project Name: CDA North East Water Tank
J-U-B Project Number: 20-16-042

- 1. Amendments. The following amendments to The Professional Services Agreement between the City of Coeur d'Alene and J-U-B Engineers for The Northeast Water Storage Facility Design and Construction Services, Phase I, Basis of Fee and Schedule to the project referenced above have been or will be performed by J-U-B ENGINEERS, Inc. (J-U-B). These Amendments are a supplement to the scope of services contained in J-U-B's existing Agreement for Professional Services for this Project, dated May 3, 2016. All other TERMS AND CONDITIONS of said Agreement remain in full force and effect.

After the completion of the preliminary technical analysis a preferred site was identified for the new storage tank. The City has completed the procurement of the identified property and is ready to proceed with the design and construction of the new storage tank and the connective piping. Attachment 1 - Scope of Services, Basis of Fee and Schedule, replaces the Phase II - Tank Design and Construction Management components of the work.

In addition to the updated Scope of Services, the following amendments are made to the Professional Services Agreement:

Section 8: Add the following sentence at the end of the paragraph: "Consultant may terminate this Agreement due to City's material breach within seven (7) days written notice unless said breach is cured within the notice period."

Section 23: Replace Section 23 in its entirety with the following paragraph: "City Held Harmless. The Consultant shall hold harmless, and indemnify the City, its officers, agents, and employees from and against any and all damages or liability, including costs, expenses, and attorney fees, to the extent arising out of the Consultant's negligent acts, errors, or omissions in performance of professional services under this Agreement. To this end, Consultant shall maintain professional liability insurance as set forth in Section 25. In addition, Consultant shall indemnify, defend, and hold City harmless for or on account of any and all actions or claims of any character arising from injuries or damages sustained by any person or persons, or to property, as a result of the Consultant's performance of this Agreement, that are not related to Consultant's professional services. To this end, the Consultant shall maintain general liability insurances in at least the amounts set forth in Section 25.A."

- 2. Verbal Authorization by CLIENT, if Applicable. J-U-B was verbally authorized by the CLIENT to provide these Amendments by:

Name

Date

- 3. Payment for Amendments. Unless otherwise noted below, J-U-B will provide these Amendments on a time and materials basis, using J-U-B's standard billing rates or, if applicable, the billing rates established in the initial Agreement for Professional Services.

Other Basis for Payment:

- 4. Schedule of Services. Due to the Amendments, the Schedule of Services to be performed under the original Agreement for Professional Services is modified as follows:

Dated this 19th day of July, 2022,

CLIENT

J-U-B ENGINEERS, Inc.

By: _____
Project Representative or Authorized Signatory for
CLIENT

By: _____
Project Representative or Authorized Signatory for J-U-B

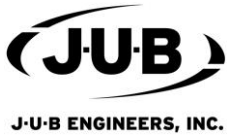
James Hammond, Mayor

Print or Type Name and Title

Print or Type Name and Title

ATTEST:

Renata McLeod, City Clerk



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

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

PROJECT NAME: North East Water Storage Tank and Pipeline Project

CLIENT: City of Coeur d’Alene, ID

J-U-B PROJECT NUMBER: 20-22-

CLIENT PROJECT NUMBER: NA

ATTACHMENT TO:

AGREEMENT DATED: _____; or

AUTHORIZATION FOR CONTRACT AMENDMENT #1; DATED: Click or tap to enter a date.

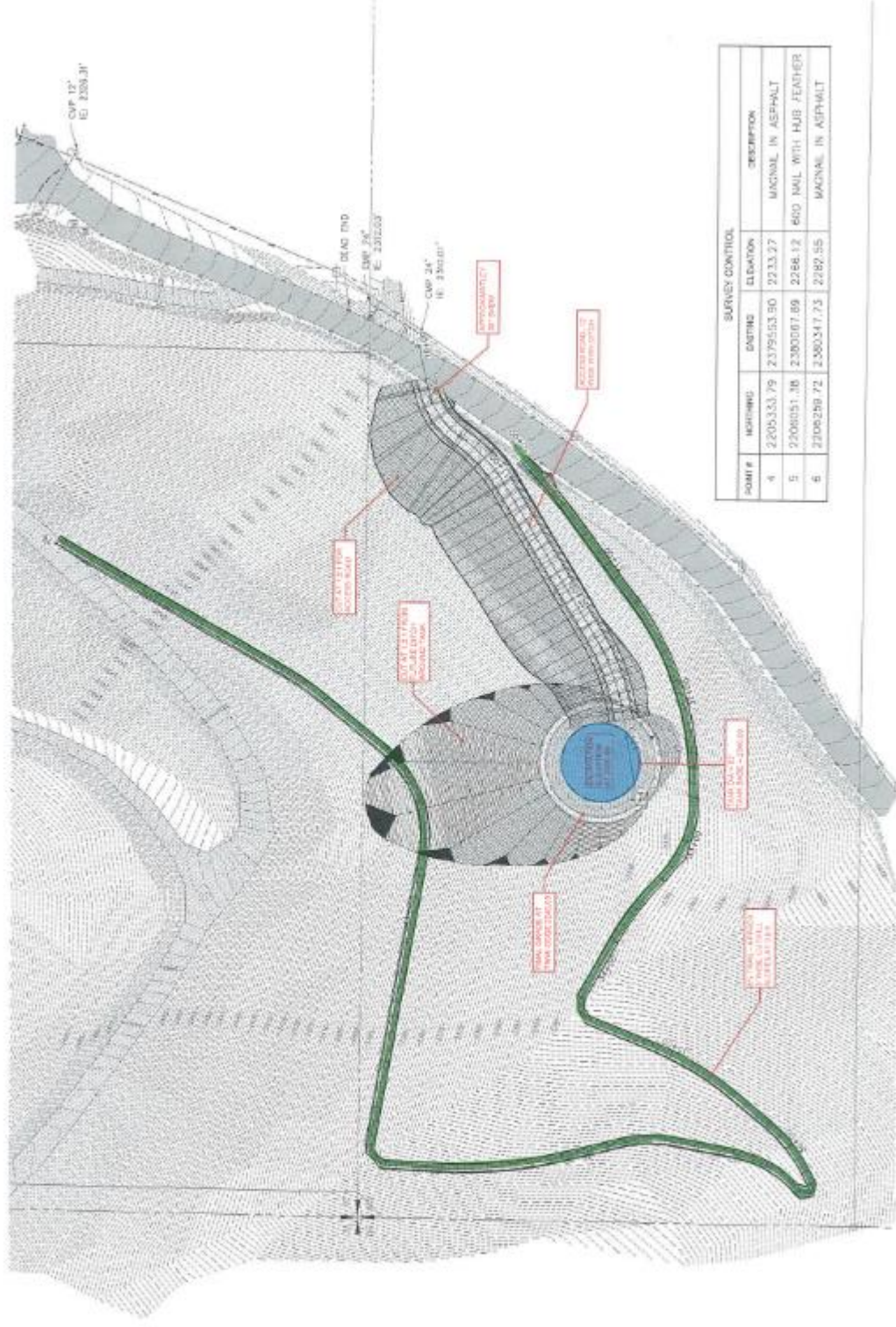
The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

J-U-B’s understanding of this project’s history and CLIENT’s general intent and scope of the project are described as follows:

Project Background – The City of Coeur d’Alene Water Department (City) is proposing to construct a welded steel storage tank in the NE quadrant of the City. The goal of the project is to stabilize pressure fluctuations in the Upper Pressure Zone. The first phase of work on this project was completed in 2016 and included a detailed hydraulic analysis of the area. The recommendations included system improvements and setting modifications for pressure sustaining valves to mitigate pressure issues until property could be identified for a future tank location. The City has identified and purchased a parcel for the future tank site and is prepared to proceed with the next phase of work. This phase will generally include the design and construction of the tank and connective piping to connect the tank to the existing distribution system. The tank site is outside the City limits and in Kootenai County jurisdiction. The County requires a Conditional Use Permit (CUP), a Site Disturbance Plan, and Building Permits for the water tank.

Figure 1 – Draft Tank Site Plan



POINT #	COORDINATE	DISTING	ELEVATION	DESCRIPTION
4	2205333.79	2379553.90	2733.27	MARKER IN ASPHALT
5	2206051.36	2380087.69	2764.12	680 NAIL WITH HUB FEATHER
6	2206289.72	2380347.73	2782.55	MARKER IN ASPHALT

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

The work components have been split into three phases based on the anticipated timelines for the work. These phases are as follows:

Phase I

- Task 010 Project Administration
- Task 020 Survey
- Task 030 Conditional Use Permit Support
- Task 040 Geotechnical Evaluation
- Task 050 Tree Health Evaluation
- Task 060 Preliminary Engineering Report
- Task 070 Trail Access Road and Tank Pad Design
- Task 090 Waterline Design
- Task 100 Site Disturbance Permit
- Task 101 Bidding Trail Access Road and Tank
- Task 102 Construction Management Trail, Access Road and Tank

Phase II

- Task 80 Tank Design
- Task 101 Bidding Tank
- Task 102 Bidding Waterline
- Task 103 Construction Management Tank
- Task 104 Construction Management Waterline

Task 010: Project Design Administration. The purpose of this task is to coordinate design tasks with the City.

For this task, J-U-B will perform the following:

1. Design Administration
 - (1) Project Management for 12 months for design consisting of project status, scope tracking, and monthly project invoices.
 - (2) Monthly status updates for the City.

Task 020: Survey. The purpose of this task is to set control and survey the tank site and waterline alignment for the project design.

For this task, J-U-B will perform the following:

1. Survey

- (1) Supplement prior Survey and update the existing base plan combining utilities and ownership on base map and identify utilities, topography, roadways, structures, readily available property pins, and surface features. Incorporate the prior survey of the site and property lines as applicable.
- (2) Complete survey of one alignment for the waterline improvements as required to connect the new tank to the distribution system.
- (3) Waterline infrastructure is not anticipated to be near the right of way boundary. Limited field ties will be used to identify the existing right of way per record information, including plats, and records of survey. A detailed boundary analysis is not included.
- (4) Contact One-Call utility location information to request identification of existing utilities and potential conflicts.

Task 030: Conditional Use Permit Support (CUP). The purpose of this task is to assist the Client with documentation for the Kootenai County CUP process for construction of the access road, trail, tank pad, and tank.

For this task, J-U-B will perform the following:

1. Conditional Use Permit Process with Kootenai County.
 - (1) Prepare Conceptual Site Plan, Elevation Plans for Tank as needed for CUP Application utilizing engineering Plans as a basis.
 - (2) Coordinate with Client, Engineering Team as needed.
2. Assumptions:
 - (1) City will complete the Application and attend the pre-application conference with the County.
 - (2) City will attend the Hearing Examiner Public Hearing and present the application.
 - (3) City will attend the County Commissioners Hearing on the CUP.
 - (4) City will pay all fees associated with the CUP process directly to the County.

Task 040: Subconsultant Geotechnical Engineering Services for Design (T&M) Subconsultant Geotechnical Engineering Services for Design as described below:

1. Complete a geotechnical analysis of the existing site to evaluate the soils, determine their bearing capacity for the new tank and develop recommendations for the excavation for the tank pad. The Geotech evaluation will also include recommendations for excavation backslopes (construction and permanent) for the tank excavation, information regarding retaining wall recommendations (if applicable), access road, and trail alignment.
2. Disposal design considerations. Evaluation will include recommendations for stormwater and tank drain/overflow disposal defining allowable drywell outflow rate for subsurface infiltration properties.
3. Coordinate and delineate exploration schedules, locations, utility issues, cleanup expectations, site access issues, and other exploration-specific considerations.
4. Conduct a site visit to establish and mark proposed exploration locations prior to public and private utility locating and rough in access road for drill rig access.
5. Deliverable:
 - (1) Geotechnical Report to use for the design of the tank and access road.
6. Assumptions:
 - (1) Backslopes can be maintained without retaining wall use.

Task 050: Subconsultant For Tree Health Evaluation and Removal Services (T&M)

Subconsultant Tree Removal Services as described below:

1. Conduct a site visit with subconsultant and City staff to establish and mark proposed excavation extents prior to evaluation of trees.
2. Evaluation of trees on the property by a forester to identify unhealthy trees recommended for removal from the City property (outside the excavation extents for the tank construction). Identification of specimen/or trees in excellent condition to preserve if possible, for trail routing.

3. Deliverable:
 - (1) Identification of trees on site (paint or lath) recommended for removal.
 - (2) Identifications of trees recommended to maintain as possible.
4. Assumptions:
 - (1) Removal of the recommended trees from the City property will be under a separate contract.

Task 060: Preliminary Engineering Report (PER). The purpose of this task is to complete the Preliminary Engineering Report that meets the requirements of the Idaho Department of Environmental Quality requirements.

For this task, J-U-B will perform the following:

1. Preliminary Engineering Report
 - (1) Project kick-off meeting.
 - (2) A Preliminary Engineering Report will be completed to meet IDEQ requirements for a tank and pipeline project.
 - i. Preliminary cost estimates prepared under separate task and included in appendices of PER.
 - ii. 30% design drawings prepared under separate task and included in appendices of PER.
 - (3) Preliminary coordination with East Side Highway District (ESHD) and City of Coeur d'Alene Streets for pipeline alignment.
 - (4) Quality Assurance/Quality Control (QC) Review of the PER and Address QC Comments
 - (5) Draft Preliminary Engineering Report and submit to City for review and comments.
 - (6) Address City comments and submit sealed PER to IDEQ with copy to City.
 - (7) Respond to IDEQ comments as necessary to finalize PER.
 - (8) Deliverable
 - i. Preliminary Engineering Report for new storage tank and waterline to connect the tank to the existing distribution system.

Task 070 - Trail, Access Road and Tank Pad Design. The purpose of this task is to construct the access road for the tank site, leveled tank site, and a trail from tank site to tie into existing trail system (approximately 1500 LF of trail). The trail will be approximately four feet in width and will attempt to maintain a grade of less than 8%.

The specific components of this task include:

Subtask 001 – 30% Design

1. Design 30%
 - (1) Design a leveled tank pad at the anticipated finished grade for future tank construction. The tank site will include space for a future booster station.
 - (2) Develop concept level trail alignment attempting to maintain a maximum grade of 8%. International Mountain Biking Trail Association (IMBA) standards will be considered during design.
 - (3) 30% review plans will include:
 - i. Plan and profile views,
 - ii. Conceptual site grading and drainage,
 - iii. Preliminary Stormwater Control (ditech, culverts, etc.)
 - iv. Site disturbance plan
 - v. Details, and
 - vi. Preliminary retaining wall (if required).
 - (4) Preliminary cost opinion.
 - (5) Quality Assurance/Quality Control (QC) Review of the 30% Design.

- (6) Address QC comments and submit with sealed PER to DEQ with copy to City for review.
- (7) Conduct a 30% review meeting with City.
- (8) Deliverable
 - (a) 30% documents to the City and one electronic set for review and comment. Documents will be included in PER appendices.

Subtask 002 – 90% & Final Design

- 1. Design 90% -
 - (1) Tank pad, trail and access road, access road and site grading
 - (2) Project specific technical specifications for site civil.
 - (3) Project documents (construction and bidding) will be prepared using the Engineers Joint Contract Document Committee documents and modified to include City Special Provisions and City specific front-end modifications.
 - (4) Quality Assurance/Quality Control (QC) Review of the 90% Design and address comments.
 - (5) Update Engineer's Opinion of Probable Cost.
 - (6) Submit 90% plans and specifications to City for review and comment.
 - (7) Conduct a 90% review meeting with City.
 - (8) Deliverable
 - (a) Up to three paper copies of the 90% documents to the City and one electronic copy submitted for review and comment.

- 2. Design – Final Design
 - (1) Final plans and specifications addressing City comments and preparation for bid.
 - (2) Quality Assurance/Quality Control (QC) Review of the Final Design and Address QC Comments
 - (3) Update Engineer's Opinion of Cost.
 - (4) Provide up to three hard copy sets and one electronic submittal of the construction documents including construction contract, specifications, drawings, and bidding documents for bidding purposes to City.
 - (5) Deliverables
 - (a) Up to three paper copies of the Bid documents to the City and one electronic copy submitted for City to provide to bidders.

- 3. Assumptions:
 - (1) 12' wide access road with ditch on uphill side
 - (2) 15% max grade on access road
 - (3) Gravel access road surface
 - (4) 4' trail width with no surface improvements, native material only
 - (5) 5% average grade on trail
 - (6) A SWPPP in **NOT** anticipated for this project.

Task 080 - Tank Design. The purpose of this task is to construct one new, welded steel tank approximately 1,000,000 gallon (usable capacity). The tank design package will include the transmission main to the bottom of the driveway at Thomas Lane. The tank will provide pressure zone reliability in addition to fire flow, equalization, and emergency storage.

The specific components of this task include:

Subtask 001 – 30% Design

- 1. Design 30%

- (1) Design the tank and foundation based on the geotechnical report and to meet the applicable earthquake, wind, and snow loads.
- (2) 30% review plans will include:
 - i. Site plan including location for future booster station,
 - ii. Plan and profile views of tank, including overflow elevations,
 - iii. Plan and profile for waterline alignment between the tank and transmission main connection,
 - iv. Preliminary piping for on-site utilities, overflows, and drain,
 - v. Details.
- (3) Obtain necessary utility information to identify conflicts and evaluate power/control challenges with the tank site.
- (4) Preliminary Engineers Opinion of Probable Cost.
- (5) Quality Assurance/Quality Control (QC) Review of the 30% Design
- (6) Conduct a 30% review meeting with City.
- (7) Address QC comments and submit with sealed PER to DEQ with copy to City for review.
- (8) Deliverable
 - (a) 30% documents to the City, one electronic set, for review and comment.
 - (b) Final PER submittal to IDEQ.

Subtask 002 – 90% & Final Design

1. Design 90% -
 - (1) Welded Steel Tank, site piping, site grading, access road, and waterline to connect the tank to transmission main design.
 - (2) Project specific technical specifications for structures, site civil, mechanical equipment, piping, electrical, and controls.
 - (3) Project documents (construction and bidding) will be prepared using the Engineers Joint Contract Document Committee documents and modified to include City Special Provisions and City specific front-end modifications.
 - (4) Quality Assurance/Quality Control (QC) Review of the 90% Design.
 - (5) Update Engineer's Opinion of Probable Cost.
 - (6) Submit 90% plans and specifications to City and IDEQ for review and comment.
 - (7) Conduct a 90% review meeting with City.
 - (8) Deliverable
 - (a) Up to three paper copies of the 90% documents to the City and one electronic copy submitted for review and comment.
2. Design – Final Design
 - (1) Final plans and specifications addressing City and IDEQ comments and preparation for bid.
 - (2) Quality Assurance/Quality Control (QC) Review of the Final Design and Address QC Comments
 - (3) Update Engineer's Opinion of Probable Cost.
 - (4) Deliverables
 - (a) Up to three paper copies of the Bid documents to the City and one electronic copy submitted for City to provide to bidders.
3. Assumptions:
 - (1) Programming and programming description are provided by others and are not included in this scope of work.

Task 090 - Waterline Design. The purpose of this task is to construct approximately 8,000 linear feet of 16-inch waterline to connect the new tank with the distribution system. The new waterline will be primarily a transmission main connecting the tank to the existing system and most services will remain on existing lines.

The specific components of this task include:

Subtask 001 – 30% Design

1. Design 30%
 - (1) Develop concept level piping alignment for connective piping between the new storage tank and the existing 16-inch main in the distribution system at 15th and Kathleen.
 - (2) 30% review plans will include:
 - i. Plan and profile views,
 - ii. Preliminary alignment,
 - iii. Anticipated crossings for Williams and Yellowstone Pipelines, as required,
 - iv. Details.
 - (3) Preliminary Engineer's Opinion of Probable Cost.
 - (4) Quality Assurance/Quality Control (QC) Review of the 30% Design
 - (5) Conduct a 30% review meeting with City.
 - (6) Coordination with East Side Highway District and Kootenai County.
 - (7) Address QC comments and submit with sealed PER to DEQ with copy to City for review.
 - (8) Deliverable
 - (a) 30% documents to the City, and for inclusion in the PER. One electronic set, for review and comment.

Subtask 002 – 90% & Final Design

1. Design 90% -
 - (1) Waterline alignment, service line connections (as required), coordination with Yellowstone and Williams Pipeline crossings (as required), system connection details, and surface repair.
 - (2) Project specific technical specifications for site civil, and piping.
 - (3) Project documents (construction and bidding) will be prepared using the Engineers Joint Contract Document Committee documents and modified to include City Special Provisions and City specific front-end modifications.
 - (4) Quality Assurance/Quality Control (QC) Review of the 90% Design and address comments.
 - (5) Update Engineer's Opinion of Probable Cost.
 - (6) Conduct a 90% review meeting with City.
 - (7) Coordination with East Side Highway District and Kootenai County.
 - (8) Submit 90% plans and specifications to City and IDEQ for technical review and comment.
 - (9) Deliverables:
 - (a) Up to three paper copies of the 90% documents to the City and one electronic copy submitted for review and comment.
2. Design – Final Design
 - (1) Final plans and specifications addressing City and IDEQ comments and preparation for bidding.
 - (2) Coordination with East Side Highway District and City of Coeur d'Alene for final surface repair requirements and plan reviews.

- (3) Quality Assurance/Quality Control (QC) Review of the Final Design and Address QC Comments
- (4) Update Engineer's Opinion of Cost.
- (5) Provide up to three hard copy sets and one electronic submittal of the construction documents including construction contract, specifications, drawings, and bidding documents for bidding purposes to City and IDEQ with checklist for approval to construct.
- (6) Deliverables
 - (a) Up to three paper copies of the Bid documents to the City and one electronic copy submitted for City to provide to bidders.

3. Assumptions:

- (1) The waterline scope of work will begin at the bottom of the tank driveway in Thomas Lane and extent to the tie into the existing distribution system at the intersection of 15th and Kathleen.

Task 100: Site Disturbance Permit

1. For this task, J-U-B will:

- (1) Coordinate with Kootenai County ordinances on site disturbance related items.
- (2) Complete a Site Disturbance Permit application for Owner to submit to the County.
- (3) Complete a required engineer's opinion of probable construction cost as required by the County.
- (4) Conduct site walkthroughs and complete walkthrough letters, as required by the County.

Task 101: Bidding of Projects (T&M) Bidding consists of labor necessary to bid the project consistent with Idaho code requirements. Advertise the project (the City will submit the project advertisement to Legal). Answer questions from bidding contractors, prepare any necessary addenda to the bid documents to address issues that arise during the bid process, assist in evaluation of Contractor's bids.

Subtask 001 – Bidding of Trail, Tank Pad, and Access Road

Subtask 002 – Bidding of Tank

Subtask 003 – Bidding of Waterline

For these tasks, J-U-B will perform the following:

- 1. Project Bidding (for each bid package)
 - (1) Project Management for 1 month of bidding
 - (2) Bid Advertisement for City publication
 - (3) Prepare electronic Bidding Documents for City distribution to bidders. Hard copies of the Bidding Documents will only be prepared for CLIENT and agencies.
 - (4) Organize and Assist City in Pre-bid conference.
 - (5) Answer prospective bidder questions, prepare, and issue any required addenda and/or clarifications.
 - (6) Assist the CLIENT at a bid opening at the CLIENT's premises. Review the bids received for general conformance with the bid requirements.
- 2. Assumptions:
 - (1) City will submit the project Advertisement to CDA Press Legal section or equivalent.
 - (2) Engineering support in the event of a bidder's protest is not included in this labor estimate.
 - (3) Substitution requests are not included in this labor estimate.
- 3. Deliverables:

- (1) Prepare a summary letter of the bid results for CLIENT's and CLIENT's legal counsel review. Discuss the bids and available budget with CLIENT. Based on CLIENT input, prepare draft award documents for CLIENT's use in making a formal award to the successful bidder. In the event all bids are rejected, and CLIENT decides to rebid the project in whole or in part, the work associated with redesigning, repacking, and / or rebidding shall be considered an Additional Service.

J-U-B will provide Construction Administration services and Resident Project Representative Services per the attached Standard Exhibit A – Construction Phase Services. The work will be supplemented as follows.

Task 102: Construction of Trail, Tank Pad, and Access Road Construction Management Services (T&M). Construction Management Services consists of the work necessary to ensure construction occurs as defined on the project plans and specifications. The Task is Time and Materials with an estimated amount.

Subtask 001: Project Construction Administration. The purpose of this task is to coordinate construction tasks with the City.

For this task, J-U-B will perform the following:

1. Design Administration
 - (1) Project Management for approximately 4 months for construction consisting of project status, scope tracking, and monthly project invoices.
 - (2) Monthly status updates for the City.

Subtask 002 – Construction of Trail, Tank Pad, and Access Road

For this subtask, J-U-B will perform the following:

1. J-U-B CMS
 - (1) Project Management for 4 months of active Construction
 - (2) Construction management (CMS) for weekly construction meetings assuming 90 calendar days of active construction (12 total meetings)
 - (3) Allowance for change orders (4 anticipated), requests for information (10 anticipated), correspondence with contractor and observers.
 - (4) Submittal review, 5 major submittals are anticipated.
 - (5) Pay request review, recommendations to City and administrative tracking, with City Staff assistance
 - (6) Provide construction surveying (3 crew mobilizations) for Trail Alignment, Site Grading, Tank Pad location, and Roadway Alignment)
 - (7) One-year warranty support, one-year walkthrough (one year walkthrough and punch list plus 1-hour per month for design engineer with PM support)
2. Observation
 - (1) Construction observation estimated at approximately 16 hours/week for 90 calendar days.
3. Construction Deliverables
 - (1) Record Drawings
 - (2) Archive paper and electronic files
 - (3) Communicate project close-out to CLIENT
 - (4) Close financial billing and accounting records
4. Subconsultant Geotechnical CMS
 - (1) Geotechnical CMS Support for Construction Management as described on Strata's Proposal for Geotechnical Engineering Services:

- (a) Expand upon the recommendations provided in the preliminary geotechnical report. The geotechnical report will include exploration logs, laboratory test results, and related visual aids.
- (b) Provide submittal review throughout construction as needed limited to reviewing geotechnical-related submittals.
- (2) Assumptions - Independent Special Inspections and Testing required by Building Code as well as additional Geotechnical Engineering that may be required. All Special Inspections and Testing are assumed to be contracted directly by the City.
- (3)
- 5. Assumptions:
 - (1) Per IBC requirements, special inspections testing for structures will be performed by an independent third party to be contracted and paid for by CLIENT directly.
 - (2) The CMS portion of the work is highly dependent on the actual effort required for all element of the construction process. The labor hours and work described in this scope is J-U-B's best understanding of the labor and work prior to design. Several assumptions formulate this estimate, which are a 90-calendar day construction period
 - (3) CLIENT-contracted independent special inspections and testing.
- 6. Deliverables:
 - (1) Construction photo log and record drawings.

Task 103: Construction of Tank Construction Management Services (T&M). Construction Management Services consists of the work necessary to ensure construction occurs as defined on the project plans and specifications. The Task is Time and Materials with an estimated amount.

Subtask 001: Project Construction Administration. The purpose of this task is to coordinate construction tasks with the City.

For this task, J-U-B will perform the following:

- 1. Design Administration
 - (1) Project Management for approximately 8 months for construction consisting of project status, scope tracking, and monthly project invoices.
 - (2) Monthly status updates for the City.
 - (3) Contingency - None

Subtask 002 – Construction of Tank

For this task, J-U-B will perform the following:

- 1. J-U-B CMS
 - (1) Project Management for 8 months of active Construction with provisions for a winter shutdown with minimal activity
 - (2) Construction management (CMS) for bi-weekly construction meetings assuming 240 calendar days of active construction (16 total meetings) with one winter shutdown
 - (3) Allowance for change orders (6 anticipated), requests for information (10 anticipated), correspondence with contractor and observers.
 - (4) Submittal review, 15 major submittals are anticipated.
 - (5) Pay request review, recommendations to City and administrative tracking, with City Staff assistance
 - (6) Provide construction surveying (2 crew mobilizations) for Site work and Foundation, Piping, final Site Grading)
 - (7) Start-up, operator training and commissioning, with City Staff Assistance
 - (8) Review of contractor-supplied Operation and Maintenance (O&M) Manuals
 - (9) Engineer prepared O&M Manual to the City and IDEQ that combines the Equipment Specific O&M Manuals submitted by the Contractor (1 hard & 1 pdf copy each)

- (10) One-year warranty support, one-year walkthrough (one year walkthrough and punch list plus 1-hour per month for design engineer with PM support)
- 2. Observation
 - (1) Construction observation estimated at approximately 24 hours/week for 240 calendar days.
- 3. Project Close-out
 - (1) Prepare Record Drawings
 - (2) Archive paper and electronic files
 - (3) Communicate project close-out to CLIENT
 - (4) Close financial billing and accounting records
- 4. Subconsultant Geotechnical CMS
 - (1) Geotechnical CMS Support for Construction Management as described on Strata's Proposal for Geotechnical Engineering Services:
 - (a) Expand upon the recommendations provided in the geotechnical report and finalize the geotechnical report based on the foundation system selected by the contractor. The geotechnical report will include exploration logs, laboratory test results, and related visual aids.
 - (b) Provide submittal review throughout construction as needed limited to reviewing geotechnical-related submittals.
 - (2) Assumptions - Independent Special Inspections and Testing required by Building Code (concrete, structural, backfill) as well as additional Geotechnical Engineering that may be required. All Special Inspections and Testing are assumed to be contracted directly by the City.
- 5. Assumptions:
 - (1) Per IBC requirements, special inspections testing for structures will be performed by an independent third party to be contracted and paid for by CLIENT directly.
 - (2) The CMS portion of the work is highly dependent on the actual effort required for all element of the construction process. The labor hours and work described in this scope is J-U-B's best understanding of the labor and work prior to design. Several assumptions formulate this estimate, which are a 240-calendar day construction period.
 - (3) CLIENT-contracted independent special inspections and testing.
- 6. Deliverables:
 - (1) Operations and Maintenance Manual with construction photo log and record drawings.

Task 104: Construction of Waterline Construction Management Services (T&M). Construction Management Services consists of the work necessary to ensure construction occurs as defined on the project plans and specifications. The Task is Time and Materials with an estimated amount.

Subtask 001: Project Construction Administration. The purpose of this task is to coordinate construction tasks with the City.

For this task, J-U-B will perform the following:

- 1. Design Administration
 - (1) Project Management for approximately 5 months for construction consisting of project status, scope tracking, and monthly project invoices.
 - (2) Monthly status updates for the City.
 - (3) Contingency - None

Subtask 002 – Construction of Waterline

For this task, J-U-B will perform the following:

1. J-U-B CMS
 - (1) Project Management for 5 months of active Construction.
 - (2) Construction management (CMS) for bi-weekly construction meetings assuming 150 calendar days of active construction (10 total meetings) with one winter shutdown
 - (3) Allowance for change orders (5 anticipated), requests for information (10 anticipated), correspondence with contractor and observers.
 - (4) Submittal review, 15 major submittals are anticipated.
 - (5) Pay request review, recommendations to City and administrative tracking, with City Staff assistance
 - (6) Provide construction surveying (4 crew mobilizations) two for pipeline alignment, and two finish grade for pavement.
 - (7) Review of contractor-supplied Operation and Maintenance (O&M) Manuals
 - (8) One-year warranty support, one-year walkthrough (one year walkthrough and punch list plus 1-hour per month for design engineer with PM support)
2. Observation
 - (1) Construction observation estimated at approximately 40 hours/week for 150 calendar days.
 - (2) Start-up, operator training and commissioning, with City Staff
3. Project Close-out
 - (1) Prepare Record Drawings
 - (2) Archive paper and electronic files
 - (3) Communicate project close-out to CLIENT
 - (4) Close financial billing and accounting records
 - (5) Contingency – None
4. Assumptions:
 - (1) The CMS portion of the work is highly dependent on the actual effort required for all element of the construction process. The labor hours and work described in this scope is J-U-B's best understanding of the labor and work prior to design. A 150-calendar day construction period was used to formulate this estimate.
 - (2) Construction photo log and record drawings.

Task 900: Management Reserve Fund (T&M). The Management Reserve Fund establishes a pre-authorized budget for additional tasks that may be requested by the CLIENT's Authorized Representative and performed by J-U-B upon mutual agreement of scope, budget, and schedule. J-U-B will not exceed the pre-authorized amount without CLIENT approval.

For this task, J-U-B will perform the following:

1. Management Reserve at approximately 10% of contract subtotal to allow the City Administration to address currently unauthorized or unanticipated tasks such as the examples listed below.
 - (1) Bid Protest support.
 - (2) Prepare Boundary Analysis, legal exhibits and easements as required for the tank and waterline.

PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

- A. **CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
 - 1. SCADA system design support by City.
 - 2. Special Independent Inspections and Testing for Construction
- B. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
 - 1. As itemized under the management reserve fund task

PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

- A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
 - 1. For Lump Sum fees:
 - (1) The portion of the Lump Sum amount billed for J-U-B's services will be based upon J-U-B's estimate of the percentage of the total services completed during the billing period.
 - 2. For Time and Materials fees:
 - (1) For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
 - (2) Client shall pay J-U-B for Reimbursable Expenses times a multiplier of 1.1
 - (3) Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.
- B. **Period of Service:** If the period of service for the task identified above is extended beyond 12 months, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments and extended duration of project management and administrative services.
- C. CLIENT acknowledges that J-U-B will not be responsible for impacts to the schedule by actions of others over which J-U-B has no control.
- D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Subtask Number	Task Name	Fee Type	Amount	Anticipated Schedule
Phase I					
010	001	Project Design Administration	Lump Sum	\$16,400	Concurrent with work progress
020	001	Survey and Base Map Development	Lump Sum	\$24,300	Within 3 months
030	001	Conditional Use Permit Support	Time and Materials (Estimated Amount Shown)	\$11,600	Estimated 4 to 6 months after notice to proceed
040	001	Geotechnical Evaluation	Lump Sum	\$32,300	Within 2 months of CUP approval
050	001	Tree Health Evaluation and Removal	Time and Materials (Estimated Amount Shown)	\$11,600	Within 2 months of final trail design
060	001	Preliminary Engineering Report	Lump Sum	\$12,500	Within 4 months of notice to proceed
070	001	Design Trail, Access Road and Tank Pad	Lump Sum	\$154,100	Within 3 months of complete geotechnical evaluation
090	001	Design Waterline	Lump Sum	\$215,600	Within 6 months of complete geotechnical evaluation
100	001	Site Disturbance Permit	Time and Materials (Estimated Amount Shown)	\$10,400	Concurrent with construction
101	001	Bidding Trail, Access Road and Tank Pad	Time and Materials (Estimated Amount Shown)	\$10,700	Concurrent with construction
102	001	Bid Award, and Construction Management Services Trail, Access Road and Tank (T&M)	Time and Materials (Estimated Amount Shown)	\$116,900	Concurrent with construction. Construction duration estimated at 3 months.
Subtotal Phase I:				\$616,400	

Task Number	Subtask Number	Task Name	Fee Type	Amount	Anticipated Schedule
Phase II					
080	001	Design Tank	Lump Sum	\$194,000	Within 4 months of complete geotechnical evaluation
101	002	Bidding Tank	Time and Materials (Estimated Amount Shown)	\$15,200	Concurrent with construction
101	003	Bidding Waterline	Time and Materials (Estimated Amount Shown)	\$10,100	Concurrent with construction
103	001	Bid Award, and Construction Management Services Tank (T&M)	Time and Materials (Estimated Amount Shown)	\$255,500	Concurrent with construction. Construction duration estimated at 8 months.
104	001	Bid Award, and Construction Management Services Waterline (T&M)	Time and Materials (Estimated Amount Shown)	\$222,500	Concurrent with construction. Construction duration estimated at 5 months.
Phase II Subtotal:				\$697,300	
Additional Services					
900	001	Management Reserve Fund (T&M)	Time and Materials (Estimated Amount Shown)	\$8,300	TBD
Subtotal Additional Services:				\$8,300	
Total:				\$1,322,000	

NOTE on Coronavirus and Schedule: J-U-B is committed to meeting your project schedule commitments as delineated above. As our response to the COVID-19 pandemic, J-U-B is engaging in safety procedures in help to protect clients, staff, their families, and the public. Our staff or offices may be subject to quarantine or other interruptions. Since COVID-19 impacts are beyond J-U-B's control, we are not responsible for the force majeure impacts to delivery timelines, or subsequent project delays and related claims, costs, or damages. Should circumstances related to the COVID-19 issue arise with J-U-B staff or in a J-U-B office that will impact our delivery schedule, we will notify you of the circumstances and mutually agree to a schedule adjustment.

Certification Concerning Boycott of Israel. Pursuant to Idaho Code section 67-2346, J-U-B certifies that it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods or services from Israel or territories under its control.

Exhibit(s):

- Standard Exhibit A: Construction Phase Services

For internal J-U-B use only:

PROJECT LOCATION (STATE): Idaho

TYPE OF WORK: City

GROUP: Water/Wastewater

PROJECT DESCRIPTION(S):

1. Water Supply/Treatment/Distribution (W03)
2. Choose an item.



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

J-U-B ENGINEERS, INC.

Standard Exhibit A – Construction Phase Services

Client Name: City of Coeur d'Alene

Project: CDA North East Water Tank

The Agreement for Professional Services dated May 3, 2016 is amended and supplemented to include the following agreement of the parties with respect to Services during the construction phase of the Project.

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

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

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

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

CONSTRUCTION PHASE SERVICES

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

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

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

NOTE on Coronavirus: *The contractor and contractor's COVID-19 Site Supervisor are responsible for full monitoring, compliance, and enforcement of the contractor's plan. J-U-B's review or other actions related to the contractor COVID-19 plan do not extend to the means, methods, techniques, sequences, or procedures of construction or to the safety precautions and programs incident thereto.*

J-U-B does not have authority over or responsibility for safety precautions (including the COVID-19 plan and compliance) related to the work of the contractor(s), or for any failure of contractor(s) to comply with applicable laws, rules, regulations, ordinances, codes, or orders. CLIENT agrees to indemnify, defend, and hold J-U-B harmless from any claims, damages, or costs associated with Contractor's site safety, including their COVID-19 compliance program.

Construction Phase

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

- Yes 1. *General Administration of the Contract Documents.* Consult with, advise, and assist CLIENT in J-U-B's role as CLIENT's representative. Relevant J-U-B communications with contractor shall be imputed to the CLIENT. Nothing contained in this Standard Exhibit A creates a duty in contract, tort, or otherwise to any third party; but, instead, the duties defined herein are performed solely for the benefit of the CLIENT. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.
- No
- Yes 2. *Pre-Construction Conference.* Participate in a pre-construction conference.
- No
3. *Visits to Site and Observation of Construction / Resident Project Representative (RPR) Services.* In connection with observations of the Work while it is in progress:
- Yes a. *Periodic Site Visits by J-U-B.* Make visits to the Site at intervals appropriate to the various stages of construction, as J-U-B deems necessary, to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to J-U-B in this Agreement, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on J-U-B's exercise of professional judgment as assisted by the RPR, if any. Based on information obtained during such visits and observations, J-U-B will determine in general, for the benefit of CLIENT, if the Work is proceeding in accordance with the Contract Documents, and J-U-B shall keep CLIENT informed of the progress of the Work.
- No
- Yes b. *Resident Project Representative ("RPR").* When requested by CLIENT, provide the Services of a RPR at the Site to provide more extensive observation of the Work. Duties, responsibilities, and authority of the RPR, are as set forth in the section entitled Resident Project Representative, herein. Through more extensive observations of the Work and field checks of materials and equipment by RPR, J-U-B shall endeavor to provide further protection to the CLIENT against defects and deficiencies in the Work. The furnishing of such RPR's Services will not extend J-U-B's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.
- No
- Yes 4. *Defective Work.* Recommend to CLIENT that the Work be disapproved and rejected while it is in progress if J-U-B believes that such Work does not conform generally to the Contract Documents or that the Work will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- No
- Yes 5. *Clarifications and Interpretations; Field Orders.* Recommend to CLIENT necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Based on J-U-B's recommendations, CLIENT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
- No
- Yes 6. *Change Orders, and Work Change Directives.* Recommend to CLIENT Change Orders or Work Change Directives, as appropriate, and prepare required documents for CLIENT consideration. CLIENT may issue Change Orders or Work Change Directives authorizing variations from the requirements of the Contract Documents.
- No
- Yes 7. *Shop Drawings and Samples.* Review or take other appropriate action in respect to Shop Drawings, Samples, and other data that contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
- No

J-U-B's review or other actions related to the contractor COVID-19 plan do not extend to the means, methods, techniques, sequences, or procedures of construction or to the safety precautions and programs incident thereto.

- Yes
 No
8. *Substitutes.* Consult with and advise CLIENT concerning, and determine the acceptability of, substitute materials and equipment proposed by contractor.
- Yes
 No
9. *Inspections and Tests.* Make recommendations to CLIENT concerning special inspections or tests of the Work, and the receipt and review of certificates of inspections, testing, and approvals required by laws and regulations and the Contract Documents (but only to determine generally that the results certified indicate compliance with the Contract Documents).
- Yes
 No
10. *Disagreements between CLIENT and Contractor.* Assist CLIENT in rendering formal written decisions on claims of CLIENT and contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In assisting in such decisions, J-U-B shall not be liable in connection with any decision rendered in good faith.
- Yes
 No
11. *Applications for Payment.* Based on J-U-B's on-site observations as an experienced and qualified design professional, and upon written request of CLIENT, review Applications for Payment and the accompanying supporting documentation. Assist CLIENT in determining the amounts owed to contractor and, if requested by CLIENT, recommend in writing to CLIENT that payments be made to contractor in such amounts. Such recommendations of payment will constitute a representation to CLIENT that, to the best of J-U-B's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, and subject to any subsequent tests called for in the Contract Documents or to any other qualification stated in the recommendation), and the conditions precedent to contractor's being entitled to such payments appear to have been fulfilled insofar as it is J-U-B's responsibility to observe the Work. In the case of unit price Work, J-U-B's recommendation of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). By recommending any payment and after reasonable inquiry, J-U-B shall not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by J-U-B to check the quality or quantity of the Work as it is furnished and provided beyond the responsibilities specifically assigned to J-U-B in this Agreement and the Contract Documents. J-U-B's review of the Work for the purposes of recommending payments will not impose on J-U-B the responsibility to supervise, direct, or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or contractor's compliance with laws and regulations applicable to its furnishing and performing the Work. J-U-B's review will also not impose responsibility on J-U-B to make any examination to ascertain how or for what purposes contractor has used monies paid to contractor by CLIENT; to determine that title to any of the Work, including materials or equipment, has passed to CLIENT free and clear of any lien, claims, security interests, or encumbrances; or that there may not be other matters at issue between CLIENT and contractor that might affect the amount that should be paid.
- Yes
 No
12. *Contractor's Completion Documents.* Receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, Shop Drawings, Samples, other data approved, and the annotated record documents which are to be assembled by contractor in accordance with the Contract Documents (such review will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspection, tests, or approvals indicates compliance with, such Contract Documents); transmit them to CLIENT with written comments.
- Yes
 No
13. *Substantial Completion.* Promptly after notice from CLIENT that contractor considers the Work for this part of the Project is ready for its intended use, in company with CLIENT and contractor, conduct a site visit to determine if the Work is substantially complete. Provide recommendation to CLIENT relative to issuance of Certificate of Substantial Completion.
- Yes
 No
14. *Final Notice of Acceptability of the Work.* Assist CLIENT in conducting a final inspection to determine if the completed Work is acceptable so that J-U-B may recommend, in writing, that final payment be made to contractor.

- Yes 15. *Additional Tasks.* Perform or provide the following additional construction phase tasks or deliverables as delineated in Attachment 1 – Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.
 No

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

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

Post-Construction Phase

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

- Yes 1. *Testing/Adjusting Systems.* Provide assistance in connection with the testing and adjusting of equipment or systems.
 No
- Yes 2. *Operate/Maintain Systems.* Assist CLIENT in coordinating training for CLIENT's staff to operate and maintain equipment and systems.
 No
- Yes 3. *Control Procedures.* Assist CLIENT in developing procedures for control of the operation and maintenance of, and recordkeeping for, equipment and systems.
 No
- Yes 4. *O&M Manual.* Assist CLIENT in preparing operating, maintenance, and staffing manuals.
 No
- Yes 5. *Defective Work.* Together with CLIENT, visit the Project to observe any apparent defects in the Work, assist CLIENT in consultations and discussions with contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
 No
- Yes 6. *Record Surveying.* Provide field surveying of readily accessible elements of the final completed construction to supplement the preparation of Record Drawings.
 No
- Yes 7. *Record Drawings.* Furnish a set of reproducible prints of Record Drawings showing significant changes made during the construction process, based on the annotated record documents for the Project furnished by the contractor.
 No
- Yes 8. *Warranty Inspection.* In company with CLIENT or CLIENT's representative, provide an inspection of the Project within one month before the end of the contractor correction period to ascertain whether any portion of the Work is subject to correction.
 No
- Yes 9. *Additional Tasks.* Perform or provide the following additional post-construction phase tasks or deliverables as listed in Attachment 1 - Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.
 No

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

CONSTRUCTION PHASE ADDITIONAL SERVICES

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

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

RESIDENT PROJECT REPRESENTATIVE

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

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

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

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

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

by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to CLIENT for review.

14. *Completion.*

- a) Before issuing a Certificate of Substantial Completion, submit to CLIENT a list of observed items requiring completion or correction.
- b) Observe whether contractor has arranged for inspections required by laws and regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Project.
- c) Participate in a final inspection in the company of CLIENT and contractor and prepare a final list of items to be completed or corrected with respect to the Work.
- d) Observe whether all items on final list have been completed or corrected and make recommendations to CLIENT concerning acceptance and issuance of CLIENT's Final Notice of Acceptability of the Work.

The RPR shall not:

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

CLIENT'S RESPONSIBILITIES

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

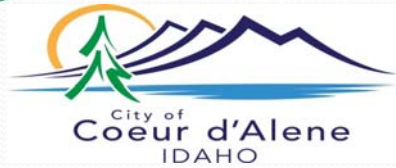
1. Provide, as may be required for the Project, such legal services as CLIENT may require or J-U-B may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by contractor.
2. Attend the pre-bid conference, bid opening, pre-construction conferences,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

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

INDEMNIFICATION

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

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



PARADES & SPECIAL EVENTS



History

- July 21, 2015 – Staff presentation to Council regarding Parade and Special Events – Code change to more than one event; downtown and Chamber took on more responsibility for part-a-potties; garbage; hiring of flaggers; Council motion to increase revenue without hurting events.
- May 2, 2017 – Event fees increase by 20%
- January 17, 2017 – Park fees were amended
- May 31, 2018 – Code Amendments were recommended to clarify numbers of participants and procedures required.
- June 21, 2022 – Council requested the item of Special Event and fees be brought forward for discussion

Municipal Code Sections



- Chapter 4.25 Parks and Public Property Regulations;
- Chapter 4.30 Activities on Public Property;
- Chapter 5.44 Outdoor Assemblies – Private Property
- Chapter 10.60 Parades, Special Events and Public Assemblies

M.C. 4.25 Park and Public Property Regulations

Fees for Large Events: Activity that restricts normal use \$1,000.00/day; City Park Use: 200-500 people \$400.00; 501-1500 people \$800.00; Bond \$3,000.00

Event Non-food Booth (not to exceed 10x10) \$15.00/ea.

Event Food Booth (not to exceed 10x20) \$35.00/ea.

PUBLIC PROPERTY is defined as all property owned, leased or maintained by the City, including the entire width of any highway, roadway, street, or alley publicly owned and/or maintained, sidewalks, trails, parks, beaches, boardwalks or docks, restrooms, parking structures, pavilions, or the like.

- Permit applications filed with the City Clerk's Office no less than five (5) business days prior to the proposed use.
- The application must state: The name and address of the applicant; The dates and hours proposed; The names of the organizations, groups, or persons sponsoring the use; The location of the use; The number of participants expected; and A description of the use.
- ***The City Clerk shall issue the permit on a first come, first served basis, and shall not discriminate against any person or group, but may deny an application based on conflicting use or the need to protect the public or property.***

M.C. 4.30 Activities on Public Property

e.g. Sports Tournaments; events in the Parks; Fees: Fees for Large Events: Activity that restricts normal use \$1,000.00/day; City Park Use: 200-500 people \$400.00; 501-1500 people \$800.00; Bond \$3,000.00

Event Non-food Booth (not to exceed 10x10) \$15.00/ea.

Event Food Booth (not to exceed 10x20) \$35.00/ea.

- The Parks and Recreation Director may permit activities and events in any City park which are not reasonably expected, that expect more than one thousand (1,000) people.
- Application must be at least thirty (30) days prior to the date requested for the activity or event. The request must include: A detailed schedule of events, Accurate information regarding the historical audience attendance which has previously been attracted to the event, All appropriate public health permits, An executed hold harmless agreement and a paid fee.
- If more than two hundred (200) people or more than three (3) hours, proof of liability insurance in an amount of one million dollars (\$1,000,000.00) is required.
- If more than seven hundred fifty (750) people or last more than three (3) hours, the sponsor must also post a three thousand dollar (\$3,000.00) bond.
- If more than 1,000 participants it will be handle like the Special Events process

M.C. 5.44 Outdoor Assemblies- Private Property

e.g., Silver Lake Mall Parking lot carnival events; Permit fee \$100.00 for every 100 person expected for the event

- Permit required for events on private property for an event that will attract five hundred (500) or more persons,
- at least forty (40) days prior to the date upon which such event is scheduled to be held.
- Permit may be issued for only one day and can be additional permits for up to four consecutive days in total.
- Approvals from Panhandle Health District, Fire Chief and Police Chief

M.C. 10.60

e.g. Block Watch, Parades, public assemblies; Fees (based on hours, number of participants and blocks) : High Impact \$750.00; Medium \$300.00 and Low \$100.00. Insurance and security apply

- Applications made to the City Clerk, no less than 21 days prior to the event.
- Purpose is to ensure that emergency services such as police, fire, and ambulance are available during the event and to assure that businesses are not adversely affect, nor is traffic flow.
- Only one high impact event is allowed per day, two medium impact, or one medium and one low impact, or two low impact events per day.
- There shall be no discrimination in granting, denying, or conditionally granting permits under this chapter, and a permit shall not be denied based upon the content of the applicant's message or political, religious, ethnic, racial, disability, or gender related grounds.
- *Permits may be denied where the City Clerk determines that the parade, public assembly, or block watch event would unreasonably disrupt traffic, vehicular or pedestrian, or public services, or where there is substantial evidence that the applicant, the applicant's agents, or participants in the parade, public assembly, or block watch event intend to engage in violence. A parade, public assembly, or block watch event may be halted by the Chief of Police if at any time the participants fail to comply with the requirements of the permit or violate the law.*

Annual Special Events

4th Of July 'America the Beautiful' Parade 07/04/21 Sun	High	Coeur d'Alene Race For The Cure	Med
Car D Lane Cruise and Show 06/17 and 18, 2022	High	Coeurfest	Med
CDA Fondo September 18, 2021	High	Experience Day Think Big Festival	Med
CDA Marathon - 05/29/22	High	Habitat for Humanity-Tailgate Party	Med
Cda Tri August 7, 2021	High	Spokane To Sandpoint	Med
Race The River	High	St. Vinny's Diy Block Party	Med
Spring Dash April 23, 2022	High	Walk MS Coeur d'Alene	Med
Street Fair July 30- Aug 1, 2021	High	Christ the King Procession	Med
Ironman -contract 06/26/22	High	Reindeer Run	Med
Christmas Lighting Ceremony	High	International Rosary Walk	Med
		Tunnel of Towers	Med/Low

Annual Special Events – low impact

Art Walk	Low
Autism Walk-Panhandle Autism Society	Low
Block Watch Party	Low
Cataldo Pilgrimage	Low
Kiddie Parade- City Recreation	Low
LCHS Homecoming Parade	Low
Leprechaun Scurry	Low
May Motorcycle Awareness Rally And Parade	Low
Right To Life March And Rally	Low
Run For 271	Low
SPAN-Suicide Prevention Walk	Low
St Patrick's Day Parade	Low
Walk To End Alzheimer's	Low
Water Walk	Low
Turkey Trot	Low
CDA Full Moon Ride	Low-Several event (*pays for each month)
Farmers Market	Low-Several event (*pays for each week)

Park's Annual Events

Taste of the CDAs (same weekend as street fair)	High (due to number of days and participants)
CDA Marathon (also special event)	High (due to # of participants)
4th of July (Also Special Event)	High (due to # of participants)
Ales for the Trails	High (due to # of participants)
Brewfest	High (due to # of participants, vendors)
Spring Dash (also Special Event)	High (due to # of participants)
Live at Five	High (due to # of participants)
Family Day in the Park	Med
Run for the Angels	Med (due to # of participants)
Break the Silence Suicide Prevention Run/Walk	Med (due to # of participants)
Pickleball Tournament	Med (due to # of days and participants)
Rosary Walk	Med (due to # of participants)
Pride in the Park	Med (normally 200 people, the projected 400 this year)
National Day of Prayer	Low
Hangover Handicap	Low
Summer Concerts Series	Low
Riverstone Concert Series	Low
Spokane to Sandpoint Relay (also Special Event)	Low

Legal Parameters on Fees

QUESTION 1: Can a city charge a fee for an event that cover the costs incurred by the city such as extra police, fire, and streets personnel?

ANSWER: Yes.

QUESTION 2. What are the restrictions on recovering costs?

ANSWER:

- (1) The fee must be reasonably related to and, in general, not in excess of the actual cost.
- (2) The fee cannot be intended or used for general revenue purposes (unless incidental).
- (3) The fee can be uniform for similar events and does not require mathematical precision for every event. Reasonable approximation is acceptable.
- (4) The fee may be more than nominal, even for use of traditional public fora.
- (5) Charging a higher fee when there is a controversial political message which might offend a hostile crowd is unconstitutional. If a fee is based on the content of the message, it violates the First Amendment.
- (6) The permit fee process may not delegate overly broad licensing discretion to a government official. Any permit scheme controlling the time, place, and manner of speech must be narrowly tailored to serve a significant governmental interest, and must leave open ample alternatives for communication.

Daily Expenses during events

For the ease of use, amounts are based on a full day and OT includes CT equivalent. The Fire Department Does not man three of the events, so the OT amount was removed as non-related

	7/30/2021 to 8/1/2021		Street Fair		9/18/2021		CdA Fondo		4th of July, 2021		4/23/2022		Spring Dash	
	All Wages & Benefits	OT Wages & Benefits	All Wages & Benefits	OT Wages & Benefits	All Wages & Benefits	OT Wages & Benefits	All Wages & Benefits	OT Wages & Benefits	All Wages & Benefits	OT Wages & Benefits	All Wages & Benefits	OT Wages & Benefits	All Wages & Benefits	OT Wages & Benefits
Fire	78021.21	5255.98	Fire	18054.81	0.00	Fire	28407.58	12302.25	Fire		20401.20	4034.92		
Police	74282.18	11408.98	Police	13082.49	3262.61	Police	53320.72	39817.82	Police		11333.58	1561.46		
Streets	4866.18	904.85	Streets	81.35	81.35	Streets	4352.94	4352.94	Streets		478.67	478.67		
Parks	11408.23	4200.10	Parks	1305.16	200.91	Parks	4319.55	100.46	Parks		1724.02	202.94		
	\$168,577.81	\$21,769.91		\$32,523.81	\$3,544.87		\$90,400.80	\$56,573.47		\$33,937.47	\$6,278.00			
Daily cost without OT	\$146,807.90			\$28,978.94			\$33,827.33			\$27,659.46				

Daily Expenses during events

11/26/2021 Lighting Parade			8/7/2021 CdA Triathlon			5/29/2021 CdA Marathon			6/17 - 6/18/2022 Car d'Alene		
	All Wages & Benefits	OT Wages & Benefits		All Wages & Benefits	OT Wages & Benefits		All Wages & Benefits	OT Wages & Benefits		All Wages & Benefits	OT Wages & Benefits
Fire	20906.01	0.00	Fire	19381.66	4572.13	Fire	19106.53	2724.98	Fire	36309.22	0.00
Police	42823.81	11889.27	Police	18288.53	6706.26	Police	12444.88	1381.09	Police	60119.45	20521.62
Streets	9921.59	2051.04	Streets	651.89	651.89	Streets	351.47	351.48	Streets	5869.21	1524.65
Parks	4825.27	455.35	Parks	1788.56	1308.29	Parks	2049.51	0.00	Parks	6554.53	2153.06
	\$78,476.67	\$14,395.66		\$40,110.64	\$13,238.56		\$33,952.39	\$4,457.54		\$108,852.41	\$24,199.33
Daily cost without OT	\$64,081.01			\$26,872.08			\$29,494.85			\$84,653.08	

Summary

- Legally costs must be associated with the event itself (sponsor and participants)
- Contracts can be utilized for High impact events, expectations, fees, and duties can be clarified. Contracts would come before Council for approval.
- Internal processes can be used for communication between departments for park events involving the bandshell and vendors.
- Security deposits can be utilized for use of city equipment.
- Additional Application Fees can be added to the fee resolution.

**CITY COUNCIL MEETING
STAFF REPORT**

DATE: July 19, 2022

FROM: Dennis J. Grant, Engineering Project Manager

SUBJECT: V-22-05, Vacation of a ten-foot (10') strip of right-of-way adjoining the westerly boundary line of Lot 5 and Lot 6, Block 4 of the Kaesmeyer Addition plat

DECISION POINT:

The applicant, John Hutchins, Unio West LLC, is requesting the vacation of a ten-foot (10') strip of right-of-way adjoining the westerly boundary line of Lot 5 and Lot 6, Block 4 of the Kaesmeyer Addition plat (316 S. 18th Street).

HISTORY:

The requested right-of-way was originally dedicated to the Public in 1907.

FINANCIAL ANALYSIS:

The vacation of the requested right-of-way would not have any financial impact on the City and would add approximately 800 square feet to the County tax roll. Although a minor amount, it would be a benefit to the municipality as tax revenue and to the land owner whose lot adjoins the strip of usable property.

PERFORMANCE ANALYSIS:

This portion of 18th Street has an eighty-foot (80') right-of-way. By vacating the requested ten-foot (10') strip of right-of-way, it would be more consistent with the typical sixty-foot (60') right-of-way of a street south of Sherman Avenue. The right-of-way can be incorporated into the development of the adjoining property. All utilities are existing and in place, and there is no foreseeable use for this right-of-way. The Development Review Team was informed about this vacation.

RECOMMENDATION:

City Council should approve the vacation action per Idaho Code Section 50-1306 and to vacate the property to the applicant, John Hutchins, Unio West LLC.



Mullan Avenue

S 19th St

301

302

303

302

307

306

305

305 #A

311

310

315

314

312

307

Proposed Vacation

S 13th St

10'

Alley

S 19th St

316

315

319

330

321

401

404

407



H-Scale 1" = 30'



LEGEND

- FOUND 5/8" REBAR WITH P.L.S. 6374 CAP
- CALCULATED POSITION, NOTHING FOUND OR SET

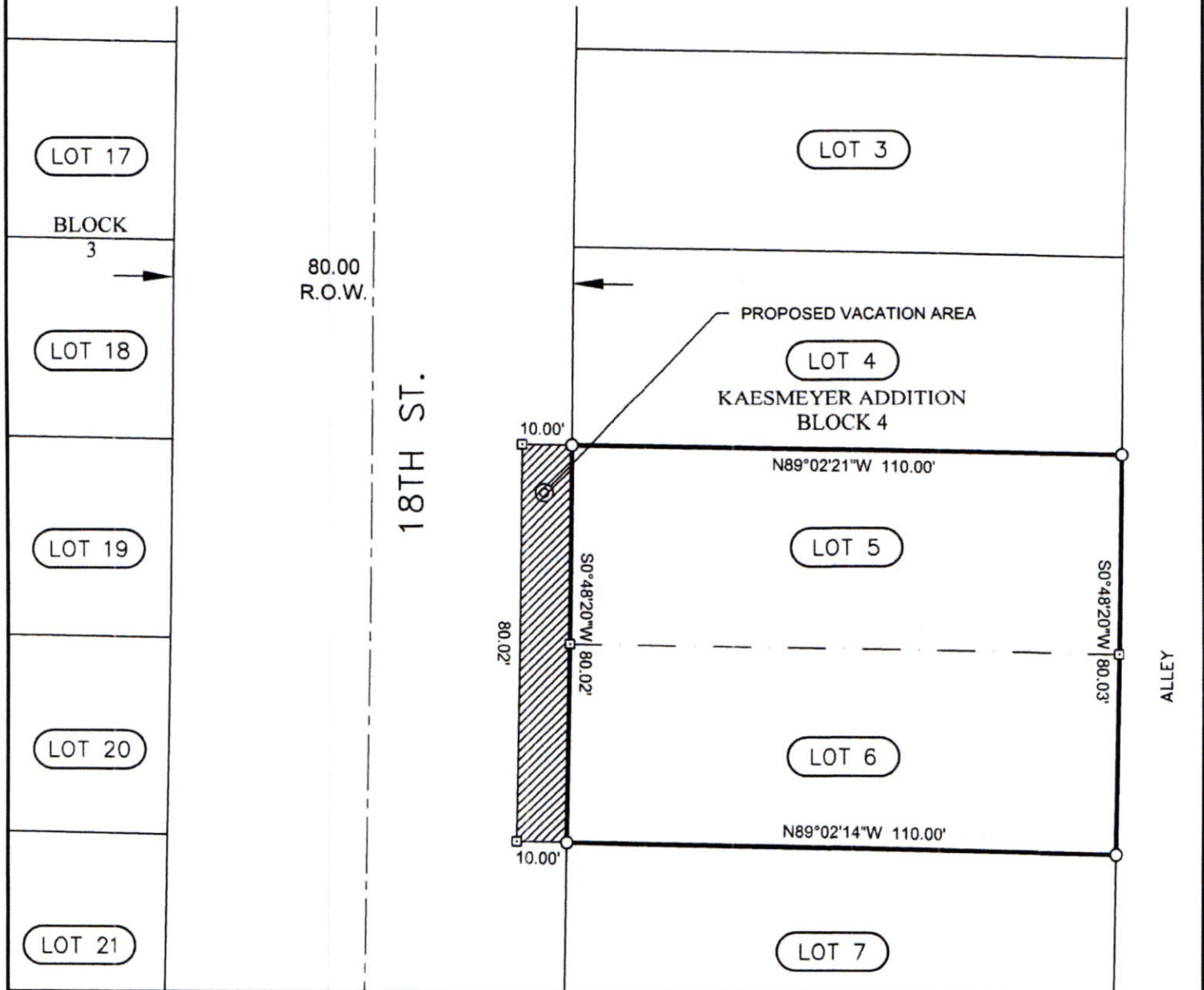


EXHIBIT B

SECTION 19, TOWNSHIP 50 NORTH, RANGE 3 WEST,
BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO

Johnson
Surveying

DATE SURVEYED: N/A

DRAFTED BY: ERH

PLOT DATE: 06/10/2022

SHEET

FILE NAME: 22-173

CHECKED BY: CJJ

PROJECT No.: 22-173

1/1

P.O. Box 2544 Post Falls, ID 83877
208-660-2351
johnsonsurveyingnw.com

ORDINANCE NO. ____
COUNCIL BILL NO. 22-1009

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, VACATING A PORTION OF 18TH STREET RIGHT-OF-WAY LOCATED IN THE KAESMEYER ADDITION, RECORDED IN BOOK B OF PLATS AT PAGE 129, RECORDS OF KOOTENAI COUNTY, COEUR D'ALENE, IDAHO, GENERALLY DESCRIBED AS THAT TEN-FOOT (10') WIDE STRIP OF LAND ADJOINING THE WESTERLY BOUNDARY OF LOT 5 AND LOT 6, BLOCK 4 OF SAID PLAT; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after public hearing, the City Council finds it to be in the best interests of the City of Coeur d'Alene and the citizens thereof that said portion of right-of-way be vacated;

NOW, THEREFORE,

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

SECTION 1. That the following described property, to wit:

Legal Description and Drawing, attached as Exhibits "A" & "B"

be and the same is hereby vacated.

SECTION 2. That said vacated right-of-way shall revert to the adjoining property owner to the east.

SECTION 3. That the existing right-of-way, easements, and franchise rights of any lot owners, public utility, or the City of Coeur d'Alene shall not be impaired by this vacation, as provided by law, and that the adjoining property owner shall in no manner place any obstruction over any public utilities.

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

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

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an ordinance of the City of Coeur d'Alene at a regular session of the City Council on July 19, 2022.

APPROVED by the Mayor this 19th day of July, 2022.

Jim Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. ____
V-22-05, KAESMEYER ADDITION RIGHT-OF-WAY VACATION

The City of Coeur d'Alene, Idaho hereby gives notice of the adoption of Coeur d'Alene Ordinance No. ____, vacating a portion of 18th Street right-of-way located in the Kaesmeyer Addition.

Such right-of-way is more particularly described as follows:

Legal Description and Drawing, Exhibits "A" & "B", are on file in the City Clerk's office.

The ordinance further provides that the ordinance shall be effective upon publication of this summary. The full text of the summarized Ordinance No. ____ is available at Coeur d'Alene City Hall, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814 in the office of the City Clerk.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. ____, V-22-05, Kaesmeyer Addition right-of-way vacation, 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, 2022.

Randall R. Adams, City Attorney

EXHIBIT A

A PARCEL OF LAND BEING A PORTION OF THE EXISTING RIGHT-OF-WAY OF SOUTH 18TH STREET PROPOSED TO BE VACATED. LYING WITHIN THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 50 NORTH, RANGE 3 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY IDAHO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 6 BLOCK 4 OF KAESMEYER ADDITION RECORDED IN BOOK B OF PLATS AT PAGE 129 UNDER INSTRUMENT NUMBER 26841, RECORDS OF KOOTENAI COUNTY; THENCE, NORTH 89°02'14" WEST A DISTANCE OF 10.00 FEET;

THENCE, PARALLEL WITH THE WEST LINE OF SAID LOT 6 NORTH 0°48'20" EAST A DISTANCE OF 80.02 FEET;

THENCE, SOUTH 89°02'21" EAST A DISTANCE OF 10.00 FEET TO THE EXISTING EAST RIGHT-OF-WAY OF SOUTH 18TH STREET;

THENCE, ALONG SAID RIGHT-OF-WAY SOUTH 0°48'20" WEST A DISTANCE OF 80.02 FEET TO THE **TRUE POINT OF BEGINNING**.

SAID PARCEL CONTAINING 800 SQUARE FEET, MORE OR LESS.





H-Scale 1" = 30'



LEGEND

- FOUND 5/8" REBAR WITH P.L.S. 6374 CAP
- CALCULATED POSITION, NOTHING FOUND OR SET

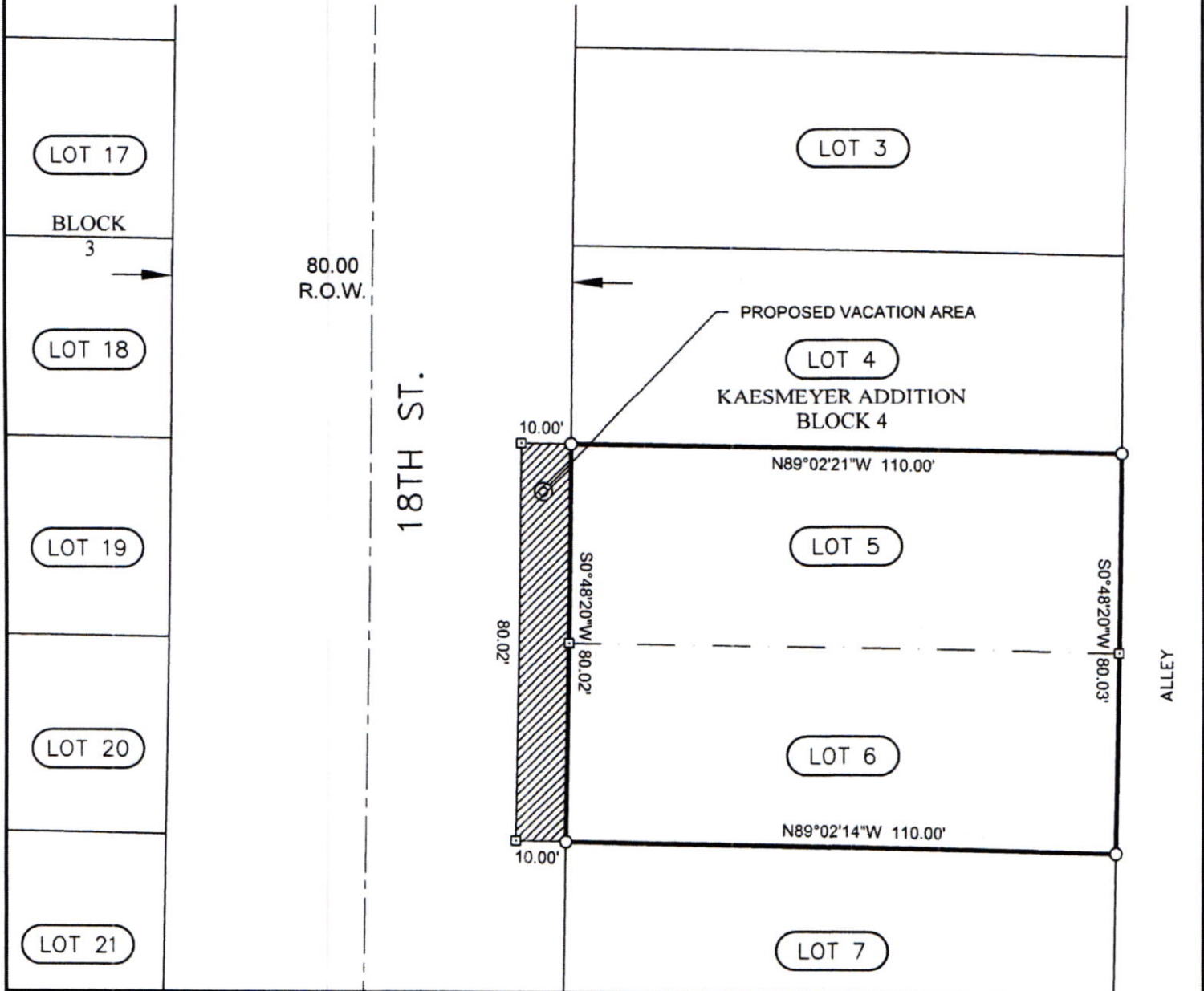


EXHIBIT B

SECTION 19, TOWNSHIP 50 NORTH, RANGE 3 WEST,
BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO

Johnson
Surveying

P.O. Box 2544 Post Falls, ID 83877
208-660-2351
johnsonsurveyingnw.com

DATE SURVEYED: N/A

DRAFTED BY: ERH

PLOT DATE: 06/10/2022

SHEET

FILE NAME: 22-173

CHECKED BY: CJJ

PROJECT No.: 22-173

1 / 1

PUBLIC HEARINGS

City Council Meeting



July 19, 2022

A-2-22: Zoning prior to Annexation +/- 5.9 acres

APPLICANT:

Aspen Homes and Development LLC
1831 N Lakewood Dr. Suite A
Coeur d'Alene, ID 83814

REQUEST:

- Annexation of 5.9 acres in conjunction with zoning approval from County Ag-Suburban to R-5.

A-2-22: Zoning prior to Annexation +/- 5.9 acres

LOCATION:

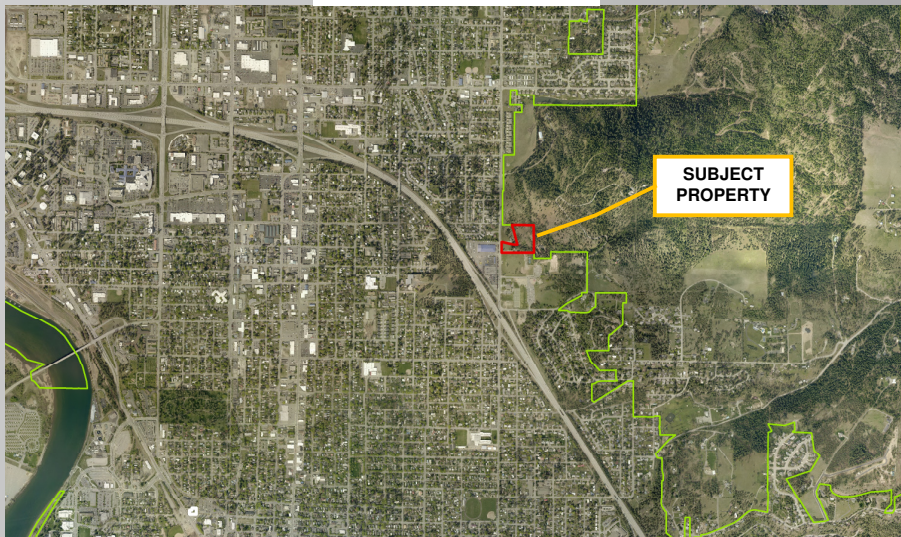
1808 N 15th Street

LEGAL NOTICE:

Published in the CDA Press on July 2, 2022.

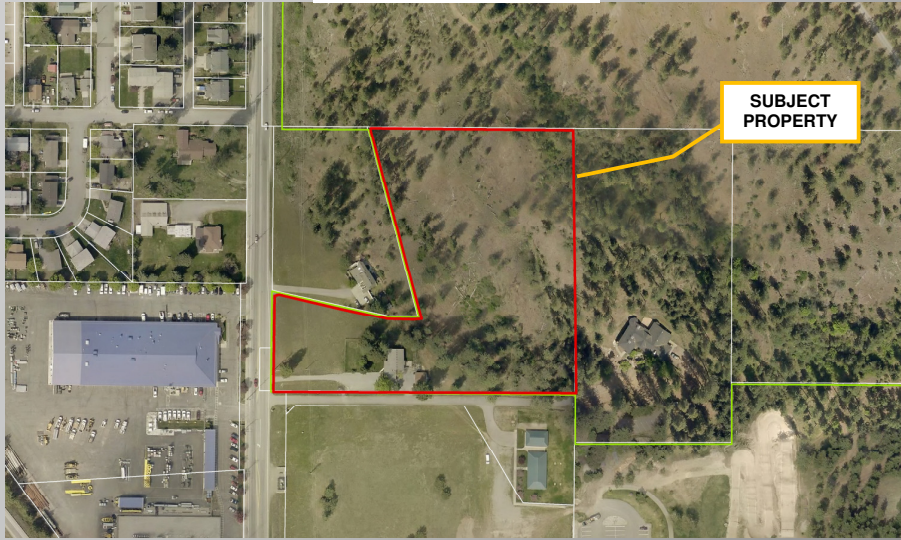
A-2-22: Zoning prior to Annexation +/- 5.9 acres

Location Map



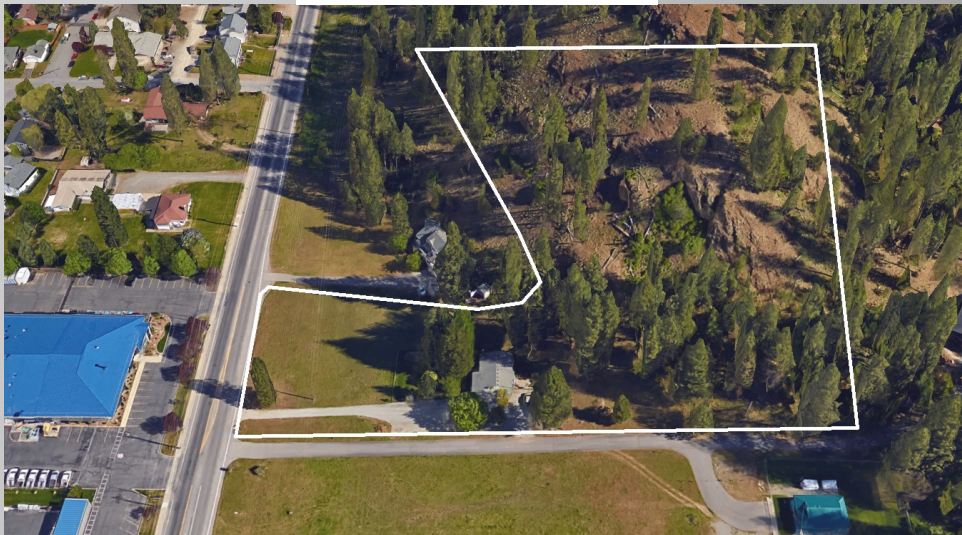
A-2-22: Zoning prior to Annexation +/- 5.9 acres

Aerial Photo



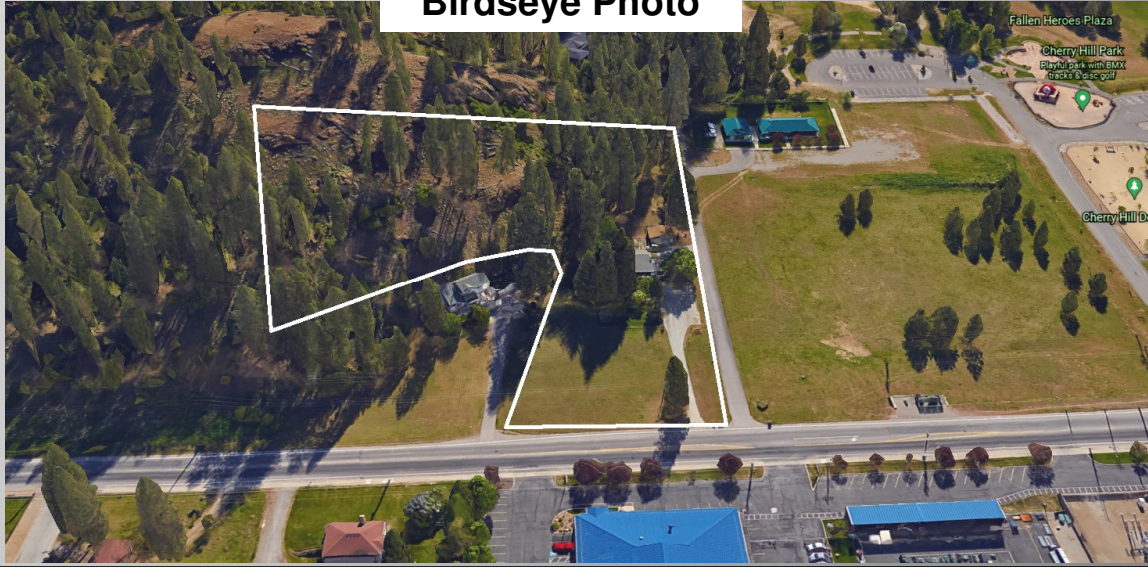
A-2-22: Zoning prior to Annexation +/- 5.9 acres

Birdseye Photo



A-2-22: Zoning prior to Annexation +/- 5.9 acres

Birdseye Photo

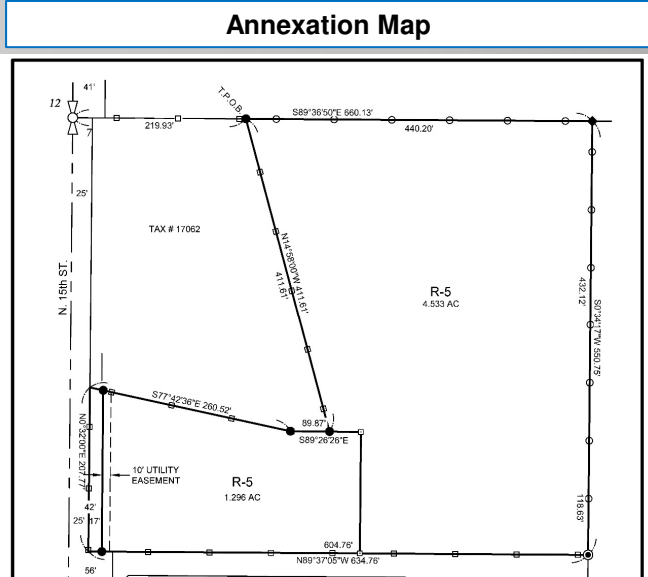


A-2-22: Zoning prior to Annexation +/- 5.9 acres

Area of City Impact (ACI)



A-2-22: Zoning prior to Annexation +/- 5.9 acres

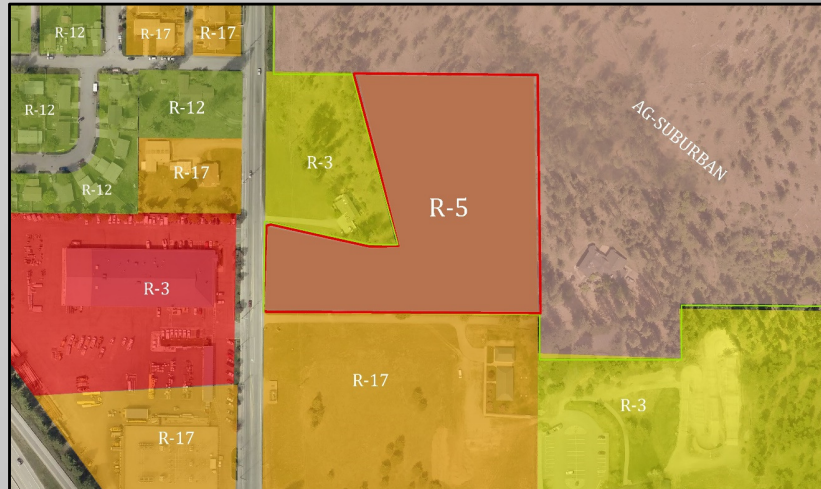


A-2-22: Zoning prior to Annexation +/- 5.9 acres



A-2-22: Zoning prior to Annexation +/- 5.9 acres

Proposed Zoning



A-2-22: Zoning prior to Annexation +/- 5.9 acres

Proposed R-5 Zoning District:

The R-5 district is intended as a residential area that permits single-family detached housing at a density of five (5) units per gross acre.

Principal permitted uses in an R-5 District are as follows:

- Administrative.
- Essential service (underground).
- Home occupation
- Neighborhood recreation.
- Public recreation.
- Single-family detached housing.

A-2-22: Zoning prior to Annexation +/- 5.9 acres

Finding #B8:

That this proposal (is) (is not) in conformance with the Comprehensive Plan policies.

Finding #B9:

That public facilities and utilities (are) (are not) available and adequate for the proposed use.

Finding #B10:

That the physical characteristics of the site (do) (do not) make it suitable for the request at this time.

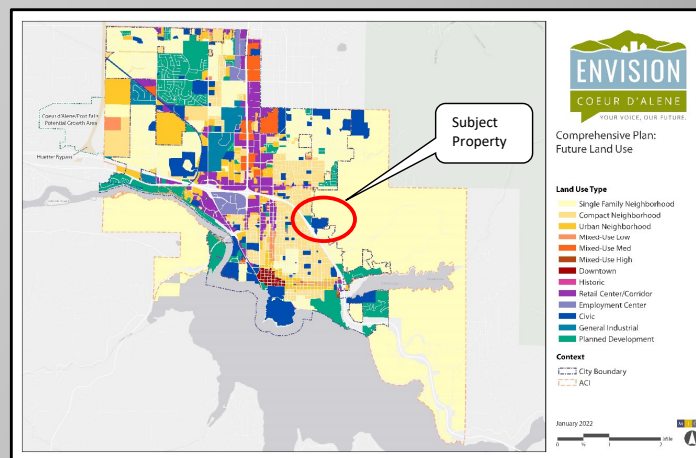
Finding #B11:

That the proposal (would) (would not) adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, (and) (or) existing land uses.

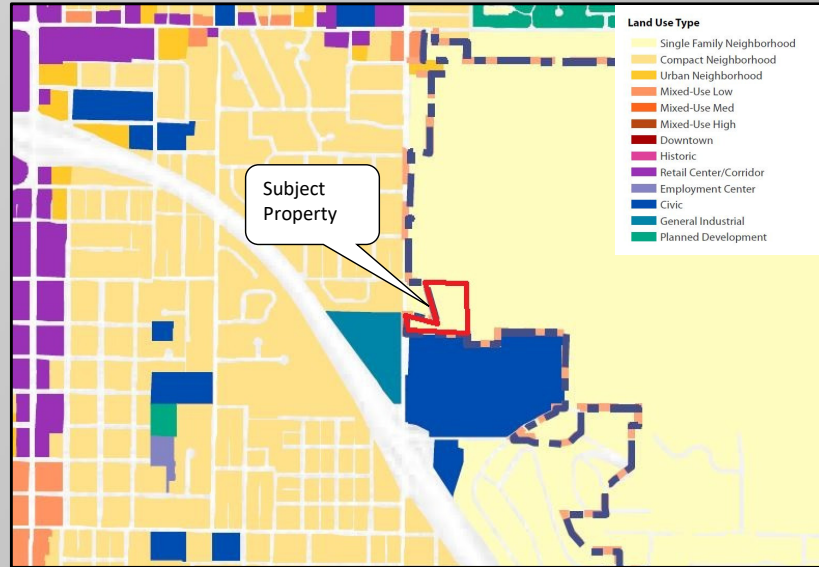
A-2-22: Zoning prior to Annexation +/- 5.9 acres

Finding #B8:

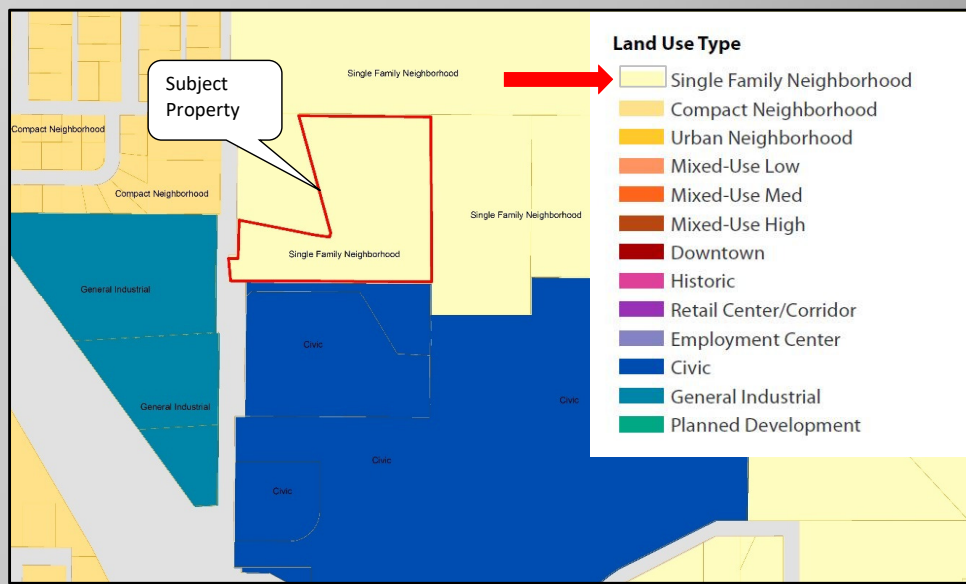
That this proposal (is) (is not) in conformance with the Comprehensive Plan.



A-2-22: Zoning prior to Annexation +/- 5.9 acres



A-2-22: Zoning prior to Annexation +/- 5.9 acres



A-2-22: Zoning prior to Annexation +/- 5.9 acres

2042 Comprehensive Plan Place Types

Place Types represent the form of future development, as envisioned by the residents of Coeur d'Alene. Place Types will in turn provide the policy level guidance that will inform the City's Development Ordinance. Each Place Type corresponds to multiple zoning districts that will provide a high-level of detail and regulatory guidance on items such as height, lot size, setbacks, adjacencies, and allowed uses.

A-2-22: Zoning prior to Annexation +/- 5.9 acres

2042 Comprehensive Plan Place Type:

Place Type: Single Family Neighborhood

Single Family Neighborhood places are the lower density housing areas across Coeur d'Alene where most of the city's residents live, primarily in single-family homes on larger lots. Supporting uses typically include neighborhood parks and recreation facilities.

Compatible Zoning Districts within the "Single Family Neighborhood" Place Type:

- R-1, R-3, **R-5**, and R-8; MH-8

Single-Family Neighborhood



Key Characteristics

Single-Family Neighborhood places are the lower density housing areas across Coeur d'Alene where most of the city's residents live, primarily in single-family homes on larger lots. Supporting uses typically include neighborhood parks and recreation facilities connected by trails.

Transportation

- Neighborhood streets for local access connected by collectors

Typical Uses

- Primary: Single-family residential
- Secondary: Civic uses, neighborhood parks and recreation facilities

Building Types

- 1-2 story detached houses

Compatible Zoning

- R-1, R-3, R-5, and R-8; MH-8



A-2-22: Zoning prior to Annexation +/- 5.9 acres

2042 Comprehensive Plan Goals and Objectives

Community & Identity

Goal CI 3

Coeur d'Alene will strive to be livable for median and below income levels, including young families, working class, low income, and fixed income households.

OBJECTIVE CI 3.1

Support efforts to preserve existing housing stock and provide opportunities for new affordable and workforce housing.

A-2-22: Zoning prior to Annexation +/- 5.9 acres

2042 Comprehensive Plan Goals and Objectives

Environment & Recreation

Goal ER 2

Provide diverse recreation options.

OBJECTIVE ER 2.2

Encourage publicly-owned and/or private recreation facilities for citizens of all ages. This includes sports fields and facilities (both outdoor and indoor), hiking and biking pathways, open space, passive recreation, and water access for people and motorized and non-motorized watercraft.

A-2-22: Zoning prior to Annexation +/- 5.9 acres

2042 Comprehensive Plan Goals and Objectives

Growth & Development

Goal GD 1

Develop a mix of land uses throughout the city that balance housing and employment while preserving the qualities that make Coeur d'Alene a great place to live.

OBJECTIVE GD 1.1

Achieve a balance of housing product types and price points, including affordable housing, to meet city needs.

** See pages 13 and 14 of staff report for full list of Comprehensive Plan Goals and Objectives*

A-2-22: Zoning prior to Annexation +/- 5.9 acres

Finding #B9:

That public facilities and utilities (are) (are not) available and adequate for the proposed use.

- City staff from Engineering, Streets, Fire, Parks, and Wastewater departments have reviewed the application request in regards to public utilities and public facilities. The proposed annexation will not hinder staff's ability to continue to provide public facilities and utilities.

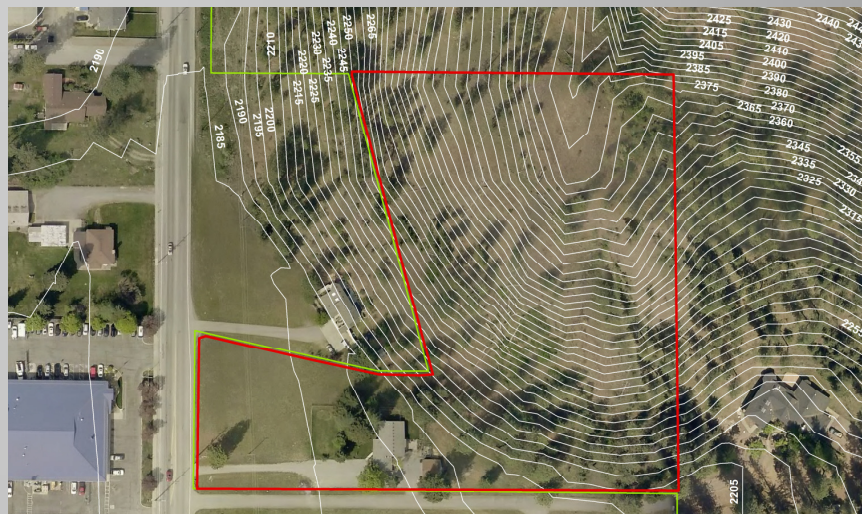
A-2-22: Zoning prior to Annexation +/- 5.9 acres

Finding #B10:

That the physical characteristics of the site (do) (do not) make it suitable for the request at this time.

A-2-22: Zoning prior to Annexation +/- 5.9 acres

Topographic Map



A-2-22: Zoning prior to Annexation +/- 5.9 acres

Site Photo - 1



A-2-22: Zoning prior to Annexation +/- 5.9 acres

Site Photo - 2



A-2-22: Zoning prior to Annexation +/- 5.9 acres

Site Photo - 3



A-2-22: Zoning prior to Annexation +/- 5.9 acres

Site Photo - 4



A-2-22: Zoning prior to Annexation +/- 5.9 acres

Site Photo - 5



A-2-22: Zoning prior to Annexation +/- 5.9 acres

Site Photo - 6



A-2-22: Zoning prior to Annexation +/- 5.9 acres

Site Photo - 7



A-2-22: Zoning prior to Annexation +/- 5.9 acres

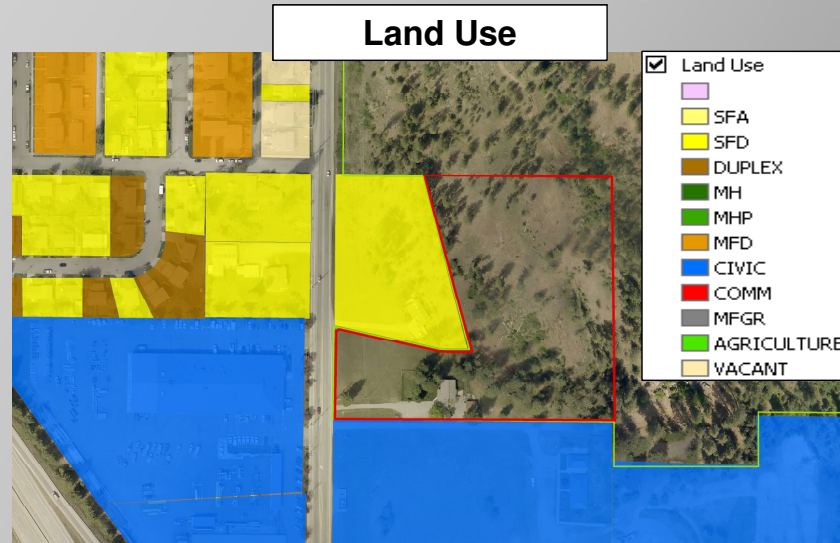
Finding #B11:

That the proposal (would) (would not) adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, (and) (or) existing land uses.

The proposed annexation is requesting a combination of townhomes and apartments for the property. The apartments could generate approximately 119 trips/day with 9 AM and 11 PM peak hour trips. The townhomes are expected to generate 40 trips/day with 3 AM and 4 PM peak hour trips. The estimated traffic was derived from Land Use Code 220 – Apartments and Land Use Code 230 – Residential Condominium/Townhouse in the ITE Trip Generation Manual. The Streets and Engineering Department has no objection to this annexation.

-Submitted by Chris Bosley, City Engineer

A-2-22: Zoning prior to Annexation +/- 5.9 acres



A-2-22: Zoning prior to Annexation +/- 5.9 acres

Recommended Items to include in the Annexation Agreement:

1. This project will require the extension of sewer "To and Through" this annexation as proposed unless private sewer is approved to serve one parcel. Policy #716 states One Parcel, One Lateral.
2. The open space area must be dedicated as an easement or platted as a separate tract to remain as open space in perpetuity.
3. This project will need to maintain a private water service easement along southern edge of property to 1802 N 15th or provide alternate service provision if available.
4. Any additional main extensions and/or fire hydrants and services will be the responsibility of the developer at their expense. Any additional service will have cap fees due at building permitting.

A-2-22: Zoning prior to Annexation +/- 5.9 acres**Recommended Items to include in the Annexation Agreement:**

5. All water rights associated with the parcels to be annexed shall be transferred to the City at the owner's expense.
6. Any utility extensions outside of public right of way would require a minimum 20' public utility easement for Water, 30' if combined with public sewer.
7. Any driveway or street cannot exceed 8% grade.
8. If Public Sewer a utility easement for the public sewer shall be dedicated to the City prior to building permits.
9. An unobstructed City approved "all-weather" access shall be required over all public sewers.

A-2-22: Zoning prior to Annexation +/- 5.9 acres**Recommended Items to include in the Annexation Agreement:**

10. This PUD shall be required to comply with Sewer Policy #716 requires all legally recognized parcels within the City to be assigned with a single (1) public sewer connection.
11. Public sewer shall be run to and through this project and installed to all city specifications and standards.
12. All public sewer plans require IDEQ or QLPE Approval prior to construction.
13. Forty-two feet (42') of right-of-way shall be dedicated to the City for improvements to 15th Street.

A-2-22: Zoning prior to Annexation +/- 5.9 acres

Recommended Items to include in the Annexation Agreement:

14. The owner/developer shall be responsible for paying the City for the necessary improvements to 15th Street based on City Code requirements and the frontage improvements associated with the 15th Street Improvement project. The cost of the improvements shall be agreed upon by the City and the owner/developer. Payment will be due at the time of the site development permit or at the time the 15th Street improvement project has 90% construction drawings, whichever comes first.



Decision Points & Findings

A-2-22: Zoning prior to Annexation +/- 5.9 acres**FINDINGS:**

The annexation of 5.9 acres in conjunction with zoning approval from County Agricultural-Suburban to the R-5 zoning district.

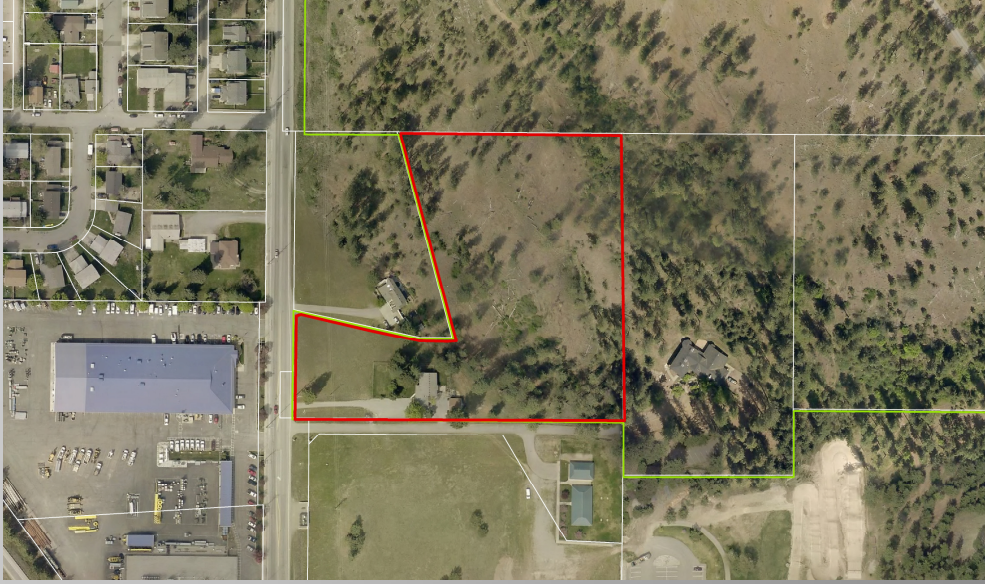
A-2-22: Zoning prior to Annexation +/- 5.9 acres**ACTION ALTERNATIVES:**

City Council will need to consider this request and make findings to:

- Approve
- Deny
- Deny without prejudice.



A-2-22: Zoning prior to Annexation +/- 5.9 acres



CITY COUNCIL STAFF REPORT

FROM: MIKE BEHARY, ASSOCIATE PLANNER

DATE: JULY 19, 2022

SUBJECT: A-2-22 – ZONING IN CONJUNCTION WITH ANNEXATION OF 5.9 ACRES FROM COUNTY AG-SUBURBAN TO R-1 AND R-5.

LOCATION: 1808 N 15th STREET.

APPLICANT:
Aspen Homes and Development LLC
1831 N Lakewood Dr. Suite A
Coeur d'Alene, ID 83814

ENGINEER:
Dobler Engineering
P.O. Box 3181
Hayden, ID 83835

DECISION POINT:

The applicant is requesting approval of the annexation of 5.9 acres in conjunction with zoning approval from County Agricultural-Suburban to the R-5 zoning district.

BACKGROUND INFORMATION:

The subject property currently has a single family residence on it and is located in the unincorporated area of the County on 5.9 acres. The subject site obtains its access off of 15th Street. The subject site is adjacent to the city limits on the west and south sides. The property is currently zoned County Ag-Suburban and is located within the City's Area of City Impact (ACI).

The subject site is located at the base of Best Hill and has some significant sloping topography on the northern and eastern part of the property. If annexation is approved, the 5.9 acre property will be subject to the Hillside Ordinance regulations.

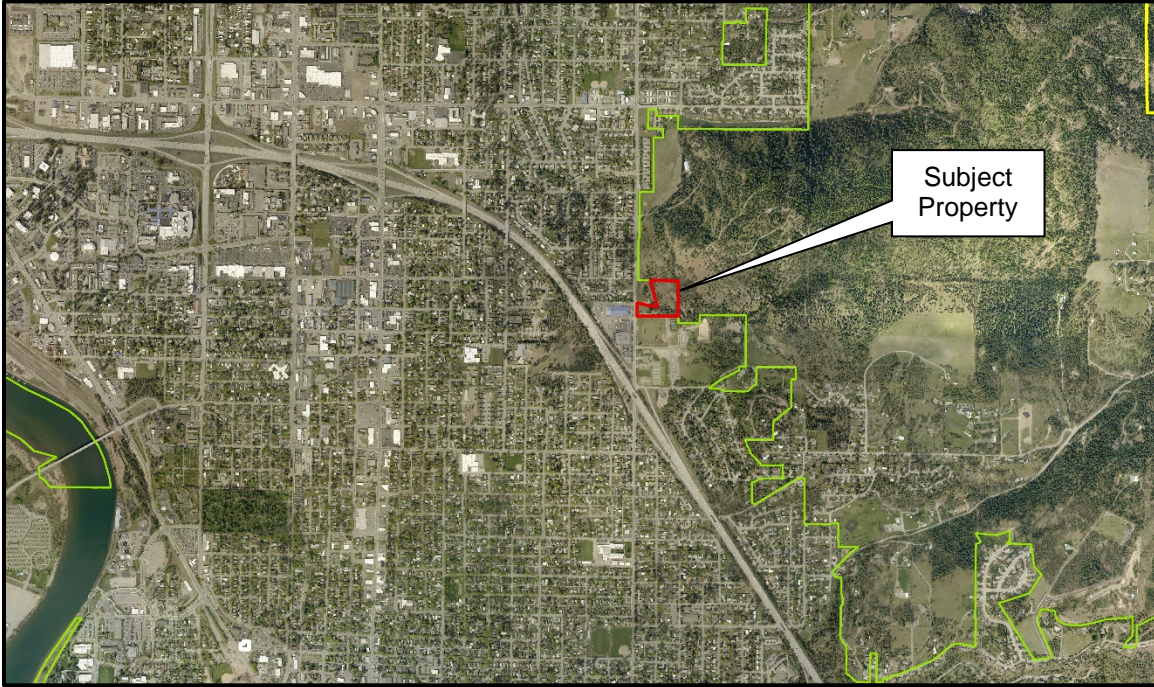
The applicant is proposing to build a 25 multifamily unit project that will consist of three buildings. The applicant intends to build on the gently sloping area portion of the property that directly abuts 15th Street. The applicant has indicated that the area they intend to build on has slopes less than 5%. The remainder of the property has significant slope and the applicant is proposing to keep this as a designated open space area. The overall density of the proposed development is 4.23 units per acre.

This proposal came forward to Planning Commission at the March 8th meeting. It was presented to Planning Commission with a R-17 zoning request and in essence was tabled with a split vote. The applicant formally requested that this item be tabled to the June 14th meeting so that they could have time to modify their request and work out items with staff. The applicant has modified their request to the R-5 Zoning District to be consistent with the Comprehensive Plan and to include a PUD to provide the open space and allow for the desired housing product type.

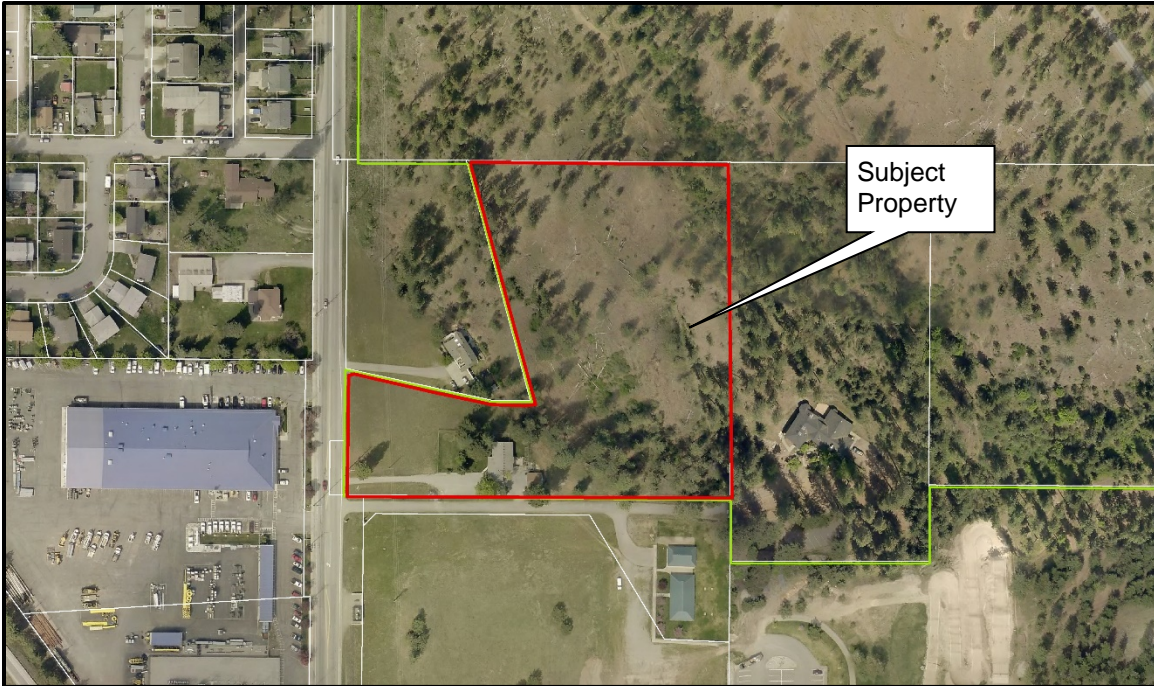
PLANNING COMMISSION RECOMMENDATION:

Planning Commission recommended approval of this annexation request at their regularly scheduled hearing on June 14, 2022 by a unanimous vote of 6-0.

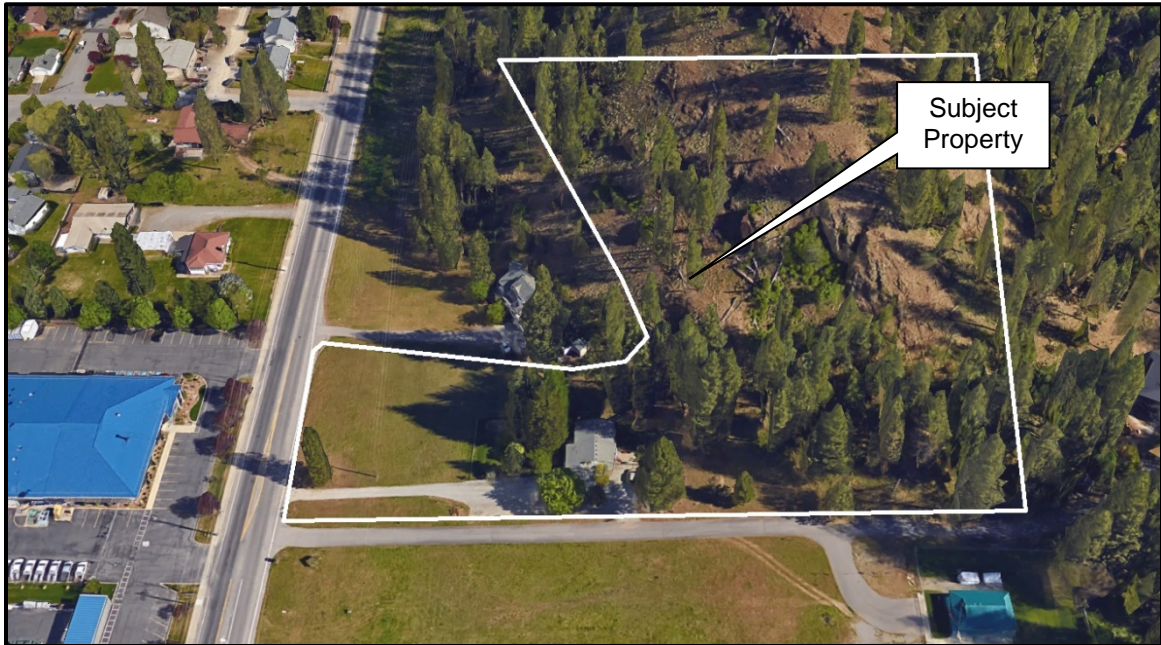
PROPERTY LOCATION MAP:



AERIAL PHOTO:



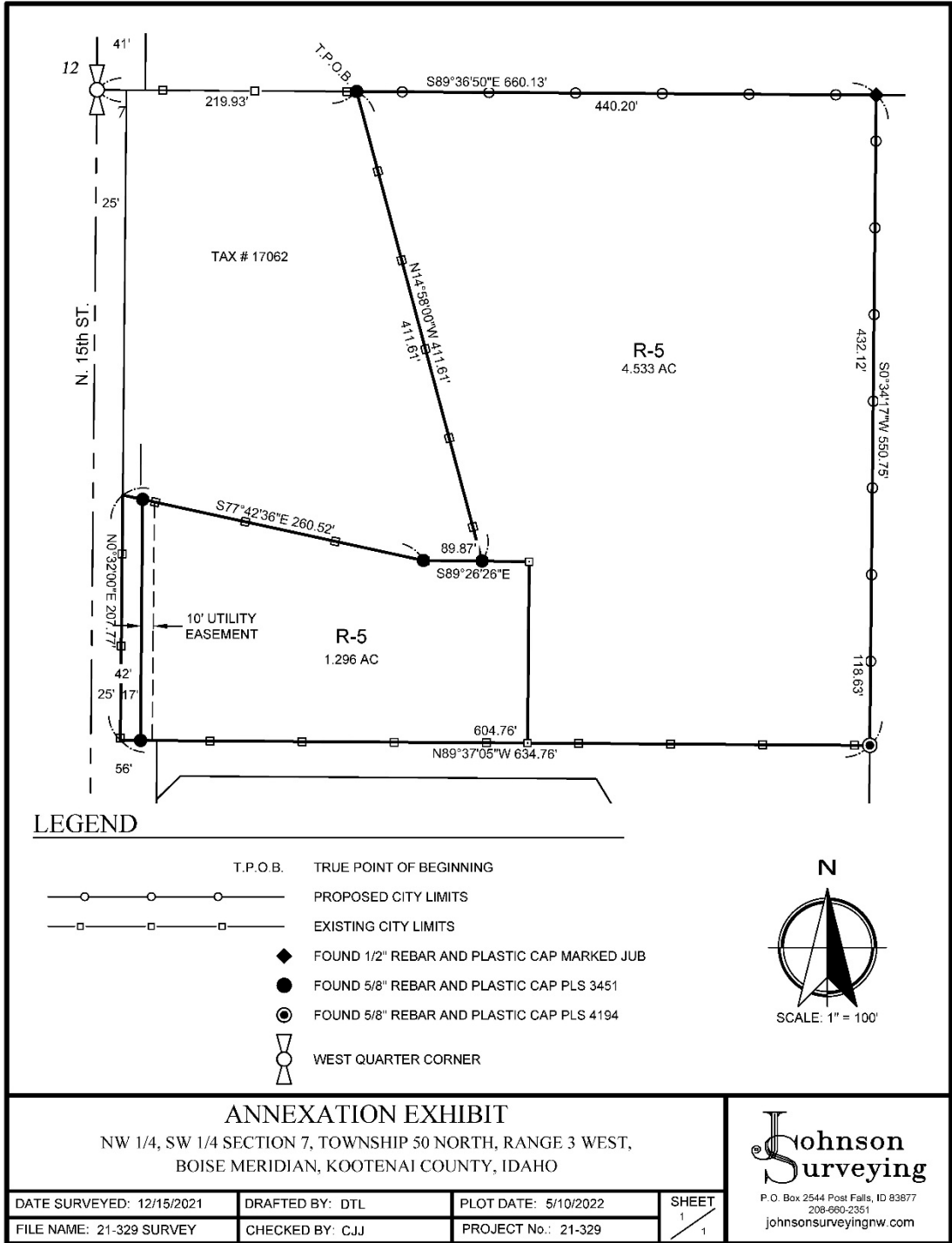
BIRDSEYE AERIAL -1: Looking North



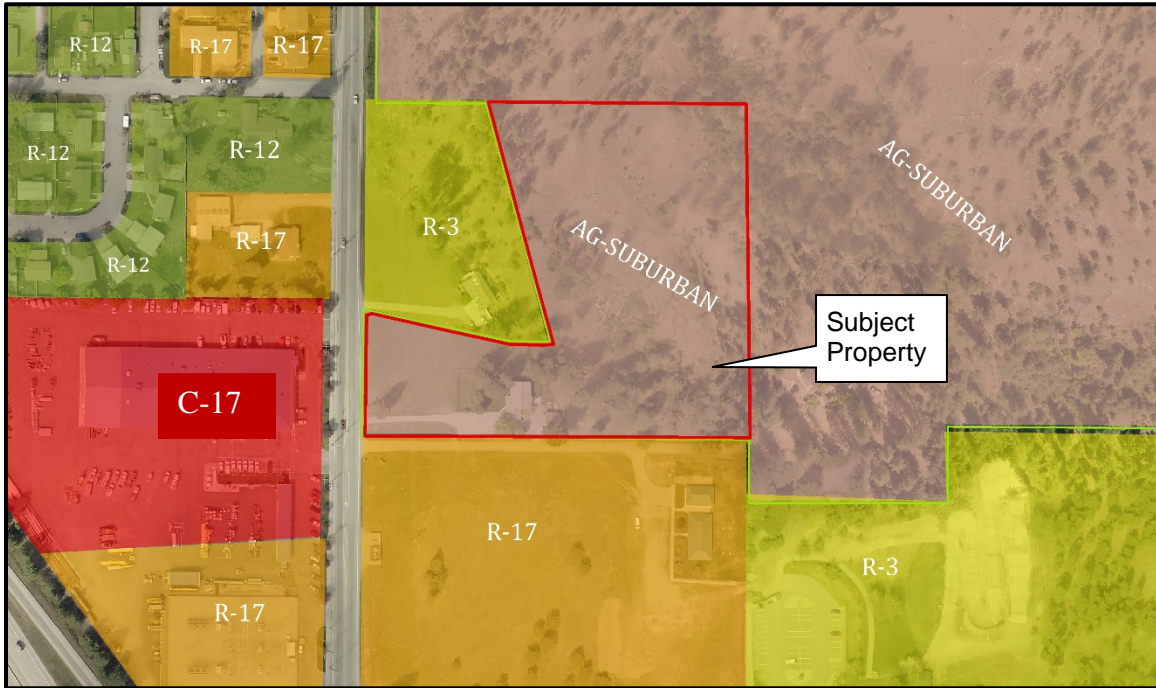
BIRDSEYE AERIAL-2: Looking East



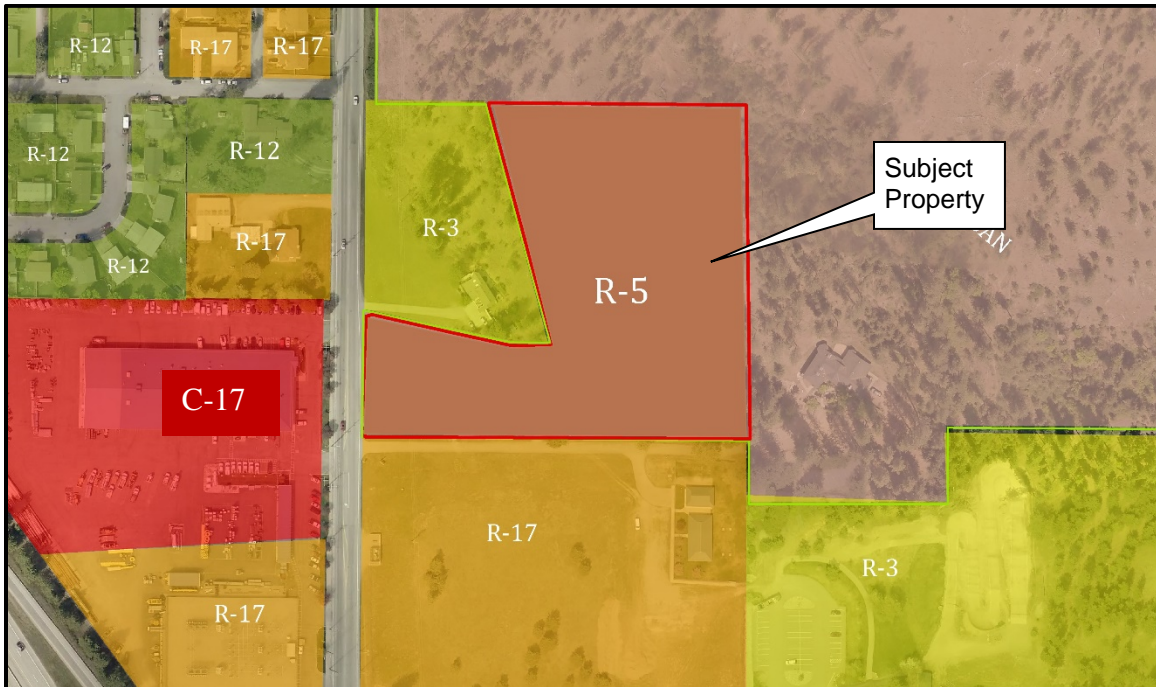
ANNEXATION MAP:



EXISTING ZONING MAP: with County Zoning District



PROPOSED ZONING MAP:



Proposed R-5 Zoning District:

The R-5 District is intended as a residential area that permits single-family detached housing at a density of five (5) units per gross acre (i.e., the density for an acre of unsubdivided land, regardless of where streets, etc., may or may not be located, will be calculated at a minimum of 5 units). The gross acre calculation is intended to provide the subdivider flexibility, so when dedicating land for public uses, the density may be made up elsewhere in the subdivision as long as the other site performance standards are met.

A maximum of two (2) dwelling units are allowed per lot provided the lot meets the minimum lot square footage for two (2) units and each dwelling unit meets the minimum yard (setback) requirements. For the purposes of this section, the term "two (2) dwelling units" shall mean two (2) single family dwelling units or one single family dwelling unit and one accessory dwelling unit (ADU).

Principal permitted uses in an R-5 district shall be as follows:

- Administrative.
- Essential service (underground).
- "Home occupation", as defined in this title.
- Neighborhood recreation.
- Public recreation.
- Single-family detached housing

Permitted uses by special use permit in an R-5 district shall be as follows:

- Bed and breakfast facility.
- Commercial film production.
- Community assembly.
- Community education.
- Community organization.
- Convenience sales.
- Essential service (aboveground).
- Noncommercial kennel.
- Religious assembly.

Maximum height requirements in an R-5 District shall be as follows:

Structure Type	Structure Location	
	In Buildable Area For Principal Facilities	In Rear Yard
Principal structure	32 feet 1	n/a
For public recreation, community education or religious assembly activities	45 feet1	n/a
Detached accessory building including garages and carports	32 feet1	With low or no slope roof: 14 feet With medium to high slope roof: 18 feet

The minimum lot requirements in an R-5 district shall be as follows:

- Minimum lot requirements in an R-5 District shall be eight thousand five hundred (8,500) square feet. All buildable lots must have fifty feet (50') of frontage on a public street, unless an alternative is approved by the City through the normal subdivision procedure (i.e., cul-de-sac and flag lots), or unless a lot is nonconforming.

Minimum yard requirements for residential activities in an R-5 district shall be as follows:

- Front: The front yard requirement shall be twenty feet (20').
- Side, Interior: The interior side yard requirement shall be five feet (5'). If there is no alley or other legal access behind a lot, each lot shall have at least one side yard of ten foot (10') minimum.
- Side, Street: The street side yard requirement shall be ten feet (10').
- Rear: The rear yard requirement shall be twenty five feet (25'). However, the required rear yard will be reduced by one-half (1/2) when adjacent to public open space.

A-2-22: ANNEXATION FINDINGS:

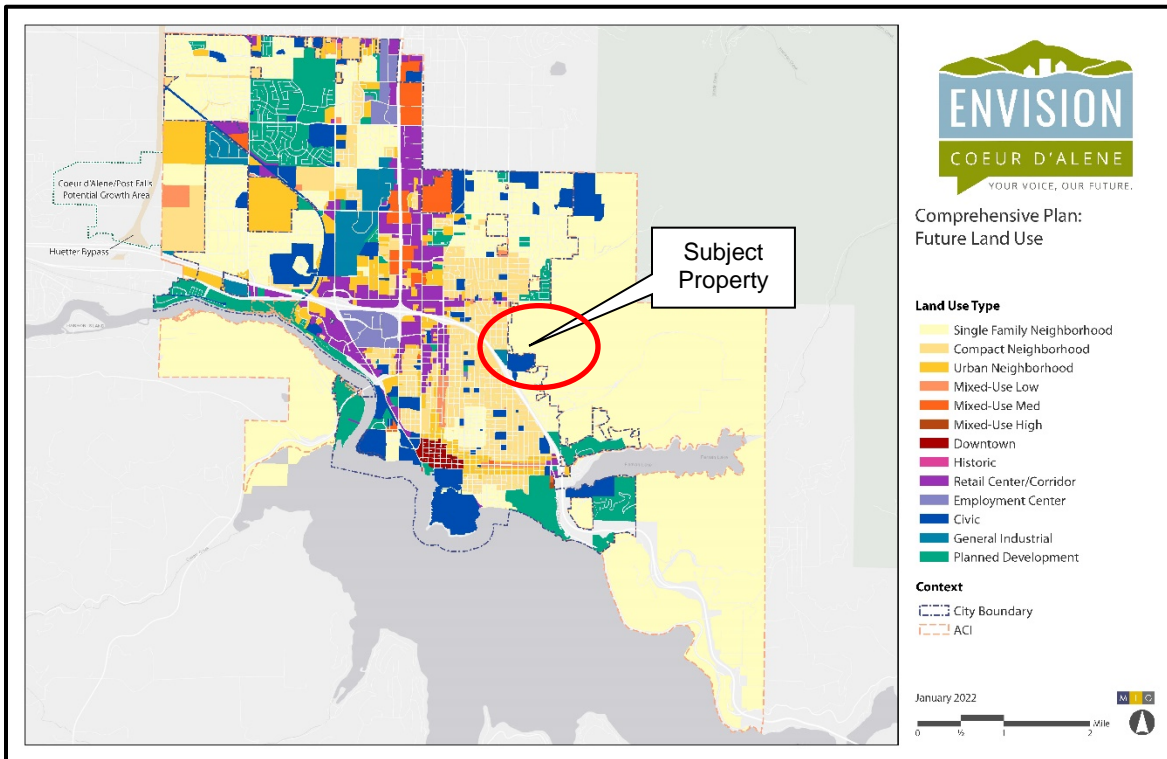
REQUIRED FINDINGS FOR ANNEXATION:

- A. **Finding #B8:** That this proposal (is) (is not) in conformance with the Comprehensive Plan policies.

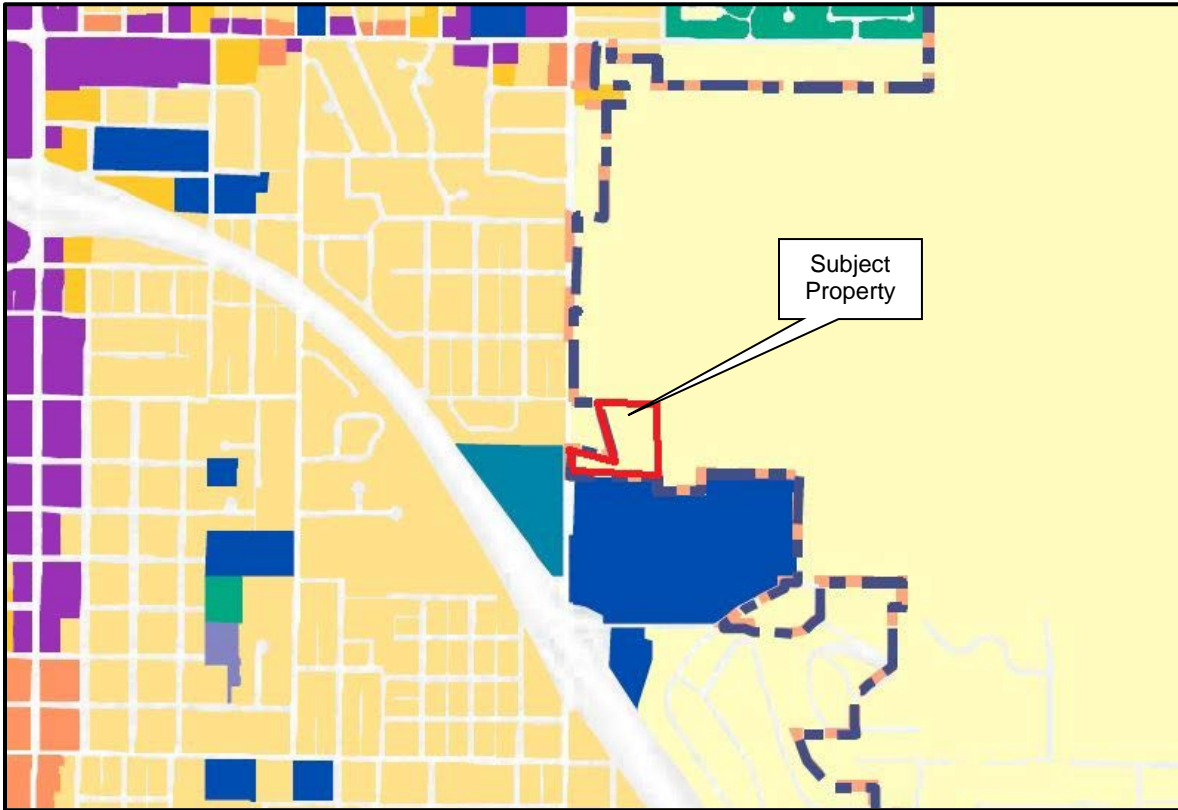
2042 COMPREHENSIVE PLAN LAND USE:

- The subject property is not within the existing city limits.
- The City's Comprehensive Plan designates the subject property as: Single Family Neighborhood.
- The subject site lies within the City's Area of City Impact (ACI)

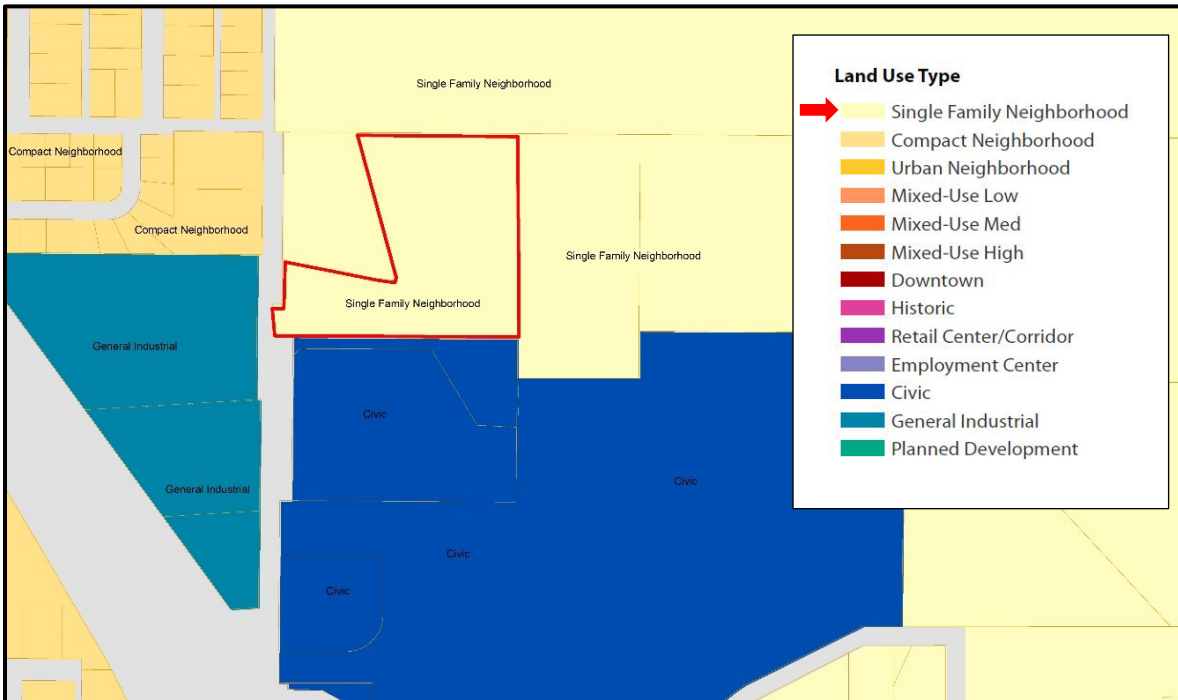
2042 COMPREHENSIVE PLAN LAND USE MAP:



2042 COMPREHENSIVE PLAN LAND USE MAP:



2042 COMPREHENSIVE PLAN LAND USE MAP: Site Location



2042 Comprehensive Plan Place Types:

The Place Types in this plan represent the form of future development, as envisioned by the residents of Coeur d’Alene. These Place Types will in turn provide the policy level guidance that will inform the City’s Development Ordinance. Each Place Type corresponds to multiple zoning districts that will provide a high-level of detail and regulatory guidance on items such as height, lot size, setbacks, adjacencies, and allowed uses.

Place Type: Single Family Neighborhood


Single Family Neighborhood places are the lower density housing areas across Coeur d’Alene where most of the city’s residents live, primarily in single-family homes on larger lots. Supporting uses typically include neighborhood parks and recreation facilities.

Compatible Zoning Districts within the “Compact Neighborhood” Place Type:

- R-1, R-3, R-5, R-8 and MH-8 Zoning Districts.

Key Characteristics of “Single Family Neighborhood” Place Type:

Single-Family Neighborhood



Key Characteristics
Single-Family Neighborhood places are the lower density housing areas across Coeur d’Alene where most of the city’s residents live, primarily in single-family homes on larger lots. Supporting uses typically include neighborhood parks and recreation facilities connected by trails.

Transportation

- Neighborhood streets for local access connected by collectors

Typical Uses


- Primary: Single-family residential
- Secondary: Civic uses, neighborhood parks and recreation facilities

Building Types

- 1-2 story detached houses

Compatible Zoning

- R-1, R-3, R-5, and R-8; MH-8



Place Type: Planned Development


Planned Development places are locations that have completed the planned unit development application process. As part of that process, the City and the applicant have agreed to a determined set of complementary land uses that can include a number of Place Types. Large scale Planned developments often have a determined phasing and development plan and may include land uses such as housing, recreation, commercial centers, civic, and industrial parks, all within one contained development or subdivision. Building design and scale, transportation, open space, and other elements are approved through the City of Coeur d’Alene’s PUD evaluation process.

Compatible Zoning Districts within the “Compact Neighborhood” Place Type:

- Not applicable. Planned Unit Developments may occur within any Place Type.

Key Characteristics of “Single Family Neighborhood” Place Type:

Planned Development



Key Characteristics

Planned Development places are locations that have completed the planned unit development application process. As part of that process the City and the applicant have agreed to a determined set of complementary land uses that can include a number of Place Types. Planned development also often has a determined phasing and development plan and can include land uses such as housing, recreation, commercial centers, and industrial parks, all within one contained development or subdivision. Building design and scale, and transportation, public space and other elements are determined by the City of Coeur d’Alene’s PUD evaluation process.

Transportation

- Dependent on PUD approvals it large lots. Access should include pedestrian and bicycle facilities

Typical Uses

- Primary: Dependant on PUD approval agreements
- Secondary: Not applicable

Building Types

- Varies by PUD

Compatible Zoning

- Not applicable. Planned Development may occur within any Place Type (1.5 acre minimum).

2042 Comprehensive Goals and Objectives that apply:

Community & Identity

Goal CI 1

Coeur d'Alene citizens are well informed, responsive, and involved in community discussions.

OBJECTIVE CI 1.1

Foster broad-based and inclusive community involvement for actions affecting businesses and residents to promote community unity and involvement.

Goal CI 3

Coeur d'Alene will strive to be livable for median and below income levels, including young families, working class, low income, and fixed income households.

OBJECTIVE CI 3.1

Support efforts to preserve existing housing stock and provide opportunities for new affordable and workforce housing.

Environment & Recreation

Goal ER 1

Preserve and enhance the beauty and health of Coeur d'Alene's natural environment.

OBJECTIVE ER 1.4

Reduce water consumption for landscaping throughout the city.

Goal ER 2

Provide diverse recreation options.

OBJECTIVE ER 2.2

Encourage publicly-owned and/or private recreation facilities for citizens of all ages. This includes sports fields and facilities (both outdoor and indoor), hiking and biking pathways, open space, passive recreation, and water access for people and motorized and non-motorized watercraft.

OBJECTIVE ER 2.3

Encourage and maintain public access to mountains, natural areas, parks, and trails that are easily accessible by walking and biking.

Growth & Development

Goal GD 1

Develop a mix of land uses throughout the city that balance housing and employment while preserving the qualities that make Coeur d'Alene a great place to live.

OBJECTIVE GD 1.1

Achieve a balance of housing product types and price points, including affordable housing, to meet city needs.

OBJECTIVE GD 1.3

Promote mixed use development and small-scale commercial uses to ensure that neighborhoods have services within walking and biking distance.

OBJECTIVE GD 1.5

Recognize neighborhood and district identities.

Goal GD 2

Ensure appropriate, high-quality infrastructure to accommodate community needs and future growth.

OBJECTIVE GD 2.1

Ensure appropriate, high-quality infrastructure to accommodate growth and redevelopment.

OBJECTIVE GD 2.2

Ensure that City and technology services meet the needs of the community.

Goal GD 3

Support the development of a multimodal transportation system for all users.

OBJECTIVE GD 3.1

Provide accessible, safe, and efficient traffic circulation for motorized, bicycle and pedestrian modes of transportation.

Evaluation: *City Council will need to determine, based on the information before them, whether the Comprehensive Plan policies do or do not support the request. Specific ways in which the policy is or is not supported by this request should be stated in the finding.*

- B. **Finding #B9: That public facilities and utilities (are) (are not) available and adequate for the proposed use.**

STORMWATER:

Stormwater will be addressed as the area proposed for annexation develops. All stormwater must be contained on-site. A stormwater management plan, conforming to all requirements of the City, shall be submitted and approved prior to the start of any construction.

-Submitted by Chris Bosley, City Engineer

STREETS:

The subject site is currently undeveloped and has frontage on 15th Street to the west. 15th Street frontage shall be improved to City standards at the time of development, including a 10' wide shared use path. 42 feet of right-of-way shall be dedicated to the City for improvements to 15th Street. The Streets and Engineering Department has no objection to this annexation request.

-Submitted by Chris Bosley, City Engineer

WATER:

The property for proposed annexation lies within the City of Coeur d'Alene water service area. There is sufficient capacity within the public water system to provide adequate domestic, irrigation and fire flow service to the subject parcel at General Zone service elevation. Some of the property may fall above maximum General Zone service elevation and the developer may need to determine an acceptable alternate means of service if proposing to utilize the property.

Any proposed density increase for development of the parcel may require extension of the public water utilities at the owner/developer's expense. Services currently exist to 1808 and 1828 N 15th St. respectively as well as a private service that crosses the southern boundary to 1802 N 15th St.

-Submitted by Terry Pickel, Water Department Director

SEWER:

The nearest public sanitary sewer is located in 15th Street to the west of subject property. At no cost to the City, a sewer extension conforming to City Standards and Policies will be required prior issuance of any building permits. The subject property is within the City of Coeur D' Alene Area of City Impact (ACI) and in accordance with the 2013 Sewer Master Plan. The City's Wastewater Utility presently has the wastewater system capacity and willingness to serve this annexation request as proposed.

-Submitted by Larry Parsons, Utility Project Manager

FIRE:

The Fire Department works with the Engineering, Water, and Building Departments to ensure the design of any proposal meets mandated safety requirements for the city and its residents.

Fire department access to the site (Road widths, surfacing, maximum grade and turning radiuses), in addition to, fire protection (Size of water main, fire hydrant amount and

placement, and any fire line(s) for buildings requiring a fire sprinkler system) will be reviewed prior to final plat recordation or during the Site Development and Building Permit, utilizing the currently adopted International Fire Code (IFC) for compliance. The CD'A FD can address all concerns at site and building permit submittals. The Fire Department has no conditions at this time. The CDA Fire Department will work with the development team utilizing the current adopted Fire Code (2018 Edition) for access, fire protection and hydrant placement at building permit time. The Fire Department has no objection to this Annexation request as proposed.

-Submitted by Bobby Gonder, Fire Inspector

POLICE:

The Police Department does not have an issue with the annexation.

-Submitted by Lee White, Chief of Police

Evaluation: *City Council will need to determine, based on the information before them, whether or not the public facilities and utilities are adequate for the request.*

- C. **Finding #B10: That the physical characteristics of the site (do) (do not) make it suitable for the request at this time.**

PHYSICAL CHARACTERISTICS:

The topography slopes to the southwest and there is an approximately a hundred and fifty-foot elevation drop on the northeast part of the subject property. The part of the property does have significant issues with development as a result of the slope and Hillside designation. The western part of the property is relatively flat and slopes to the west.

The topographical or physical constraints of the subject property is primarily associated with the northeastern part of the property. The part of the property that is adjacent to 15th Street and is gently sloping is the part of property that is intended to be developed upon. The physical characteristics of the site in regards to the site plan that was submitted do not make it unsuitable for the annexation request.

The entire property is subject to the Hillside Ordinance in its current configuration, with an average slope of approximately 24.5%. (See topographic map below on page 16.)

Site photos are provided on the next few pages showing the existing conditions.

TOPOGRAPHIC MAP:



SITE PHOTO - 1: View from 15th Street looking east.



SITE PHOTO - 2: View from the southwest corner of subject site looking east.



SITE PHOTO - 3: View from the southeast part of property looking northeast.



SITE PHOTO - 4: View from the south central part of property looking northeast.



SITE PHOTO - 5: View from the south central part of property looking north.



SITE PHOTO - 6: View from the central part of property looking southwest.



SITE PHOTO - 7: View from the west side of 15th Street looking south.



Evaluation: *City Council will need to determine, based on the information before them, whether or not the physical characteristics of the site make it suitable for the request at this time.*

- D. **Finding #B11:** **That the proposal (would) (would not) adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, (and) (or) existing land uses.**

TRAFFIC:

The proposed annexation itself would not adversely affect the surrounding area with regard to traffic, as no traffic is generated from an annexation. The proposed annexation is requesting a combination of townhomes and apartments for the property. The apartments could generate approximately 119 trips/day with 9 AM and 11 PM peak hour trips. The townhomes are expected to generate 40 trips/day with 3 AM and 4 PM peak hour trips. The estimated traffic was derived from Land Use Code 220 – Apartments and Land Use Code 230 – Residential Condominium/Townhouse in the ITE Trip Generation Manual. The Streets and Engineering Department has no objection to this annexation.

-Submitted by Chris Bosley, City Engineer

NEIGHBORHOOD CHARACTER:

This area is composed of a variety of zoning districts with a majority of residential density at three to eight units per acre. The surrounding area provides a range of housing choices that includes a number of large recreation areas and small pocket parks. Best Hill act as the backdrop for this area.

SURROUNDING LAND USES AND ZONING:

The properties on the east side of 15th Street in the project vicinity are part of, and adjacent to Best Hill. There is native vegetation on the sloped areas that functions as natural open space. There is a single-family home to the north of the subject property that is located within the city limits. The property to the east is a residential land use with a single family dwelling located on it that is located in the County. The properties to the south have public and private civic uses on them. The public use is a park (Cherry Hill Park) owned by the city and the other use is the Coeur d'Alene Eagles' special event center. The properties to the west have a single family residence and across 15th Street is a commercial use that entails Avista's office and equipment yard. *See Land Use Map on page 21.*

The properties to the west of the subject site are zoned R-3 residential and C-17 commercial for property that is across 15th Street. The property to the south of the subject site is zoned R-17 residential. The properties to the north and east are zoned AG-Suburban in the County. *See Zoning Map on page 5*

GENERALIZED LAND USE PATTERN OF PROPERTIES WITHIN CITY LIMITS:



Evaluation: City Council will need to determine, based on the information before them, whether or not the proposal would adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, (and)/(or) existing land uses.

ORDINANCES & STANDARDS USED FOR EVALUATION:

2007 Comprehensive Plan
Transportation Plan
Municipal Code
Idaho Code
Wastewater Treatment Facility Plan
Water and Sewer Service Policies
Urban Forestry Standards
Transportation and Traffic Engineering Handbook, I.T.E.
Manual on Uniform Traffic Control Devices
2018 Coeur d'Alene Trails Master Plan

RECOMMENDATIONS FOR ITEMS TO INCLUDE ANNEXATION AGREEMENT:

1. This project will require the extension of sewer "To and Through" this annexation as proposed unless private sewer is approved to serve one parcel. Policy #716 states One Parcel, One Lateral.
2. The open space area must be dedicated as an easement or platted as a separate tract, to remain as open space in perpetuity.
3. This project will need to maintain a private water service easement along southern edge of property to 1802 N 15th or provide alternate service provision if available.
4. Any additional main extensions and/or fire hydrants and services will be the responsibility of the developer at their expense. Any additional service will have cap fees due at building permitting.
5. All water rights associated with the parcels to be annexed shall be transferred to the City at the owner's expense.
6. Any utility extensions outside of public right of way would require a minimum 20' public utility easement for Water, 30' if combined with public sewer.
7. Any driveway or street cannot exceed 8% grade.
8. If Public Sewer a utility easement for the public sewer shall be dedicated to the City prior to building permits.
9. An unobstructed City approved "all-weather" access shall be required over all public sewers.
10. This PUD shall be required to comply with Sewer Policy #716 requires all legally recognized parcels within the City to be assigned with a single (1) public sewer connection.
11. Public sewer shall be run to and through this project and installed to all city specifications and standards.
12. All public sewer plans require IDEQ or QLPE Approval prior to construction.
13. Forty-two feet (42') of right-of-way shall be dedicated to the City for improvements to 15th Street.

14. The owner/developer shall be responsible for paying the City for the necessary improvements to 15th Street based on City Code requirements and the frontage improvements associated with the 15th Street improvement project. The cost of the improvements shall be agreed upon by the City and the owner/developer. Payment will be due at the time of site development permit or at the time the 15th Street improvement project has 90% construction drawings, whichever comes first.

ACTION ALTERNATIVES:

City Council will need to consider this request and make findings to approve, deny or deny without prejudice. The findings worksheet is attached.

Attachments: Applicant's Narrative
Powerpoint: City Engineer 15 Street Update

ANNEXATION / PUD NARRATIVE
FOR
1808 N 15th Street
(revised)

PROJECT DESCRIPTION

Aspen Homes and Development LLC is requesting the annexation with a PUD of the subject parcel into the City of Coeur d'Alene. The parcel is approximately 5.9 acres, located on 1808 N 15th St, just north of the Fire Station. The parcel is currently zoned Agricultural Suburban, and the existing land use is residential, with a single-family residence located on the site. The parcel is located within the Area of City Impact.

The property abuts 15th St on the east and takes access from 15th. The north and east portion of the property is very steep; access is difficult, and the steep terrain makes development of this portion of the property infeasible. The southern and western portion relatively flat, and this is the area where development is proposed.

The proposal is to annex the property into the city and develop the southwest portion of the property, about 1.3 acres in size with the remaining 4.5 acres left as open space. The developed area encompasses the flatter portion of the property, with average slopes less than 5%. We are proposing multifamily development of 25 units, generally conforming to the R-17 site performance standards. The overall density of the project would be 4.23 units / ac.

We are requesting a PUD to allow the multifamily development in an R-5 zone.

ANNEXATION

We are requesting annexation with a zoning of R-5 for the entire property. The current zoning in the county is Agricultural Suburban and the surrounding zoning is the same for the abutting property in the county and a mixture of R-17, C-17, R-12, and R-3 for the surrounding property in the City. The surrounding existing land use is also a mixture of single family, duplex, multi-family, and commercial.

COMPREHENSIVE PLAN

This request provides for the orderly and efficient expansion of the City of Coeur d'Alene that will be a benefit to the community. The property is currently within the ACI and served by city roads and emergency services. Annexation into the City would be more efficient in terms of providing public services such as police, fire, sewer, etc. and would facilitate the orderly expansion and growth management. Annexation is consistent with other relevant goals of the Comprehensive Plan as summarized below.

Natural Environment

Goal: *Our Comprehensive Plan supports policies that preserve the beauty of our natural environment and enhance the beauty of Coeur d'Alene*

Objective 1.08, Forests and Natural Habitats: *Preserve native tree cover and natural vegetative cover as the City's dominant characteristic.*

Objective 1.10, Hillside Protection: *Protect the natural and topographic character, identity, and aesthetic quality of hillsides.*

Objective 1.14, Efficiency: *Promote the efficient use of existing infrastructure, thereby reducing impacts to undeveloped areas.*

Development of his property will retain much of the natural environment through the creation of a 4.5-acre open space. The open space will remain largely preserved in its current natural state, with a portion of the lower area adjacent to the residences being enhanced for passive use by those residences.

Home Environment

Goal: *Our Comprehensive Plan preserves the qualities that make Coeur d'Alene a great place to live.*

Objective 3.05, Neighborhoods: *Protect and preserve existing neighborhoods from incompatible land uses and developments.*

The proposed project is compatible with the surrounding residential zoning and land use. It will preserve the character of the surrounding neighborhood and environment.

Special Areas- Hillside

Policy: *We will protect the natural ecology and visual beauty of all hillsides*

The proposal works in concert with the Hillside ordinance to preserve the natural beauty of the area. The area subject to the Hillside ordinance is being preserved through the open space easement.

PLANNED UNIT DEVELOPMENT

A site plan of the proposed multifamily development has been included with this submittal. It shows the various components of the multifamily development. The proposal will require the following deviations from the R-5 site performance standards.

- ❖ Allow multifamily development in the R-5 zone, subject to the approved PUD
- ❖ Front yard setbacks of 10'
- ❖ Rear yard setback of 12.5' (abuts public open space)

- ❖ Maximum height of 38' for residential structures. This would allow for some margin of error in measuring building height to the average adjacent grade.

Access will be from 15th street with the parking area generally surrounded by the residential structures, screening it from the abutting properties. In addition, landscaping buffers are proposed along all the frontages. Parking is proposed to be a combination of garage stalls (26) and outdoor tandem stalls (39).

Open Space

We are proposing an open space area of about 4.5 acres (about 75%) of the property which far exceeds the required 10%. The open space is intended to preserve the hillside area in its natural state with a smaller area abutting the residences enhanced as a passive use area for the residents. There will be direct access to the passive use area from the parking area via a 3' gravel path extending down the south side of the property. The open space will be a permanent non buildable easement restricted to the uses and improvements in the approved PUD. It will be owned and maintained by the HOA. In addition to a gravel path, there will be a rest station with a bench and viewing area.

Architectural Styles.

Elevations of the proposed units have been submitted and show the various aspects of the construction. The proposed construction is very similar to the units recently constructed by Aspen homes, just north of this property on 15th Street.

HILLSIDE OVERLAY

The portion of the property lying within the hillside overlay is encompassed entirely by the proposed open space lot and no development will take place on this lot. Development will occur only in the area outside of the hillside overlay zone.

CONCLUSION

Based on the evaluation outlined above, the annexation of this property as proposed is in keeping with the goals and policies of the Comprehensive plan, it would provide for orderly and efficient expansion of the City, it would preserve the character of the existing neighborhood and the natural beauty and environment of the hillside. For this reason, and those outlined above, we respectfully request approval of the annexation, subdivision, and planned unit development.

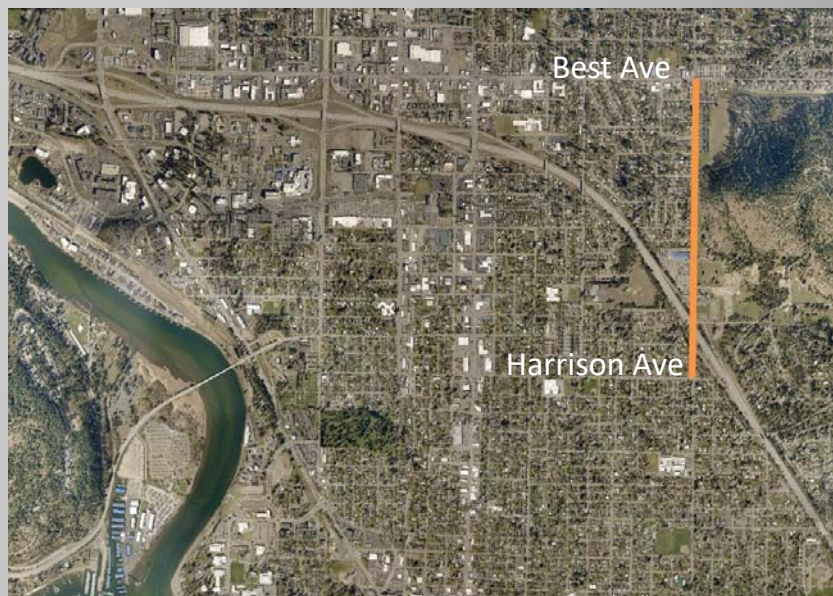
15th Street Reconstruction Update



City of
Coeur d'Alene
IDAHO

July 19, 2022

15th Street Reconstruction Update



15th Street Reconstruction Update



15th Street Reconstruction Update



15th Street Reconstruction Update

Project Highlights:

- **Three lane section including center turn lane**
- **Sidewalks**
- **Shared-use path from Cherry Hill Park to Best Ave**
- **On-street bike lanes (no on-street parking)**
- **Stormwater management (pipe to large swale)**

15th Street Reconstruction Update



15th Street Reconstruction Update

Anticipated Project Schedule:

- **Concept Validation (Fall 2022)**
- **Final Design (2023)**
- **Construction (???)**

15th Street Reconstruction Update

Questions?

STUHMILLER, SHANA

From: MCLEOD, RENATA
Sent: Monday, July 11, 2022 8:53 AM
To: ANDERSON, HILARY; STUHMILLER, SHANA
Subject: FW: Public comment

Will you please add this to your staff report items! Thanks Renata

From: Nick Falzone <ppfalzone9@gmail.com>
Sent: Friday, July 8, 2022 1:13 PM
To: MCLEOD, RENATA <cityclerk@cdaid.org>
Subject: Public comment

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

I'd like this to be put as public comment for the upcoming aspen homes annexation on 15th. I urge city council to approve the annexation by aspen homes to R5. It CLEARLY meets the comprehensive plan. R5 is a compatible zone, especially compared to nearby properties. The PUD is also compatible. The PUD is a compromise for it to not be R17, but still allow apartments. One of the concerns I know will come up as building on the hillside. We have a way to stop that. City council should say the hillside shall remain open space on the development agreement. Another concern people will bring up is height. There's also a way to mitigate that. City council should limit the height to 35 feet on the development agreement. Getting back to the PUD, there's multiple cases in the city for PUD'S being used to allow multi family. The Briarwood townhomes, and Vista meadows are examples. There's been much more disruptive proposals approved. This clearly fits the comprehensive plan. City council previously

**COEUR D'ALENE PLANNING COMMISSION
FINDINGS AND ORDER**

A-2-22

A. INTRODUCTION

This matter having come before the Planning Commission on June 14, 2022 and there being present a person requesting approval of ITEM A-2-22, a request for zoning prior to annexation from County Ag Suburban to City R-5.

APPLICANT: ASPEN HOMES AND DEVELOPMENT, LLC

LOCATION: 1808 N. 15TH STREET

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

The Planning Commission adopts Items B1 to B7.

- B1. That the existing land uses are Residential and Commercial
- B2. That the Comprehensive Plan Map designation is Single Family Neighborhood.
- B3. That the zoning is County Ag Suburban.
- B4. That the notice of public hearing was published on May 28, 2022 , which fulfills the proper legal requirement.
- B5. That the notice of public hearing was not required to be posted, which fulfills the proper legal requirement.
- B6. That notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property.
- B7. That public testimony was heard on June 14, 2022.

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

Community & Identity

Goal CI 1

Coeur d'Alene citizens are well informed, responsive, and involved in community discussions.

OBJECTIVE CI 1.1

Foster broad-based and inclusive community involvement for actions affecting businesses and residents to promote community unity and involvement.

Goal CI 3

Coeur d'Alene will strive to be livable for median and below income levels, including young families, working class, low income, and fixed income households.

OBJECTIVE CI 3.1

Support efforts to preserve existing housing stock and provide opportunities for new affordable and workforce housing.

Environment & Recreation

Goal ER 1

Preserve and enhance the beauty and health of Coeur d'Alene's natural environment.

OBJECTIVE ER 1.4

Reduce water consumption for landscaping throughout the city.

Goal ER 2

Provide diverse recreation options.

OBJECTIVE ER 2.2

Encourage publicly-owned and/or private recreation facilities for citizens of all ages. This includes sports fields and facilities (both outdoor and indoor), hiking and biking pathways, open space, passive recreation, and water access for people and motorized and non-motorized watercraft.

OBJECTIVE ER 2.3

Encourage and maintain public access to mountains, natural areas, parks, and trails that are easily accessible by walking and biking.

Growth & Development

Goal GD 1

Develop a mix of land uses throughout the city that balance housing and employment while preserving the qualities that make Coeur d'Alene a great place to live.

OBJECTIVE GD 1.1

Achieve a balance of housing product types and price points, including affordable housing, to meet city needs.

OBJECTIVE GD 1.3

Promote mixed use development and small-scale commercial uses to ensure that neighborhoods have services within walking and biking distance.

OBJECTIVE GD 1.5

Recognize neighborhood and district identities.

Goal GD 2

Ensure appropriate, high-quality infrastructure to accommodate community needs and future growth.

OBJECTIVE GD 2.1

Ensure appropriate, high-quality infrastructure to accommodate growth and redevelopment.

OBJECTIVE GD 2.2

Ensure that City and technology services meet the needs of the community.

Goal GD 3

Support the development of a multimodal transportation system for all users.

OBJECTIVE GD 3.1

Provide accessible, safe, and efficient traffic circulation for motorized, bicycle and pedestrian modes of transportation.

- B9. That public facilities and utilities are available and adequate for the proposed use. This is based on staff's presentation and that city departments had no issues.
- B10. That the physical characteristics of the site make it suitable for the request.
- B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, or existing land uses because traffic has been addressed by the city engineer without objection and that the area has a range of housing choices in the area and will be compatible.

C. ORDER: CONCLUSION AND DECISION

The Planning Commission, pursuant to the aforementioned, finds that the request of ASPEN HOMES AND DEVELOPMENT, LLC for zoning prior to annexation, as described in the application should be approved.

Suggested provisions for inclusion in an Annexation Agreement are as follows:

1. This project will require the extension of sewer "To and Through" this annexation as proposed unless private sewer is approved to serve one parcel. Policy #716 states One Parcel, One Lateral.
2. The open space area must be platted as an easement to remain as open space in perpetuity or in a separate tract.
3. This project will need to maintain a private water service easement along southern edge of property to 1802 N 15th or provide alternate service provision if available.
4. Any additional main extensions and/or fire hydrants and services will be the responsibility of the developer at their expense. Any additional service will have cap fees due at building permitting.
5. All water rights associated with the parcels to be annexed shall be transferred to the City at the owner's expense.
6. Any utility extensions outside of public right of way would require a minimum 20' public utility easement for Water, 30' if combined with public sewer.
7. Any driveway or street cannot exceed 8% grade.
8. If Public Sewer a utility easement for the public sewer shall be dedicated to the City prior to building permits.
9. An unobstructed City approved "all-weather" access shall be required over all public sewers.
10. This PUD shall be required to comply with Sewer Policy #716 requires all legally recognized parcels within the City to be assigned with a single (1) public sewer connection.
11. Public sewer shall be run to and through this project and installed to all city specifications and standards.
12. All public sewer plans require IDEQ or QLPE Approval prior to construction.
13. Forty-two feet (42') of right-of-way shall be dedicated to the City for improvements to 15th Street.
14. The owner/developer shall be responsible for paying the City for the necessary improvements to 15th Street based on City Code requirements and the frontage improvements associated with the 15th Street improvement project. The cost of the improvements shall be agreed upon by the City and the owner/developer. Payment will be due at the time of site development permit or at the time the 15th Street improvement project has 90% construction drawings, whichever comes first.


Motion by Ingalls, seconded by Luttrupp, to adopt the foregoing Findings and Order.

ROLL CALL:

Commissioner Fleming	Voted Yes
Commissioner Ingalls	Voted Yes
Commissioner Luttrupp	Voted Yes
Commissioner McCracken	Voted Yes
Commissioner Ward	Voted Yes
Chairman Messina	Voted Yes

Commissioner Mandel was absent.

Motion to approve carried by a 6 to 0 vote.



CHAIRMAN TOM MESSINA

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

RECEIVED


JUL 8 2022

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

CITY CLERK

FUND	BALANCE 5/31/2022	RECEIPTS	DISBURSE- MENTS	BALANCE 6/30/2022
<u>General-Designated</u>	\$7,390,613	\$3,924	\$4,349,990	\$3,044,548
<u>General-Undesignated</u>	9,205,489	6,163,009	2,869,674	12,498,824
<u>Special Revenue:</u>				
Library	196,639	96,846	175,159	118,326
CDBG	(60,304)	19,043	7,089	(48,350)
Cemetery	210,850	35,473	31,765	214,558
Parks Capital Improvements	650,213	14,311	45,519	619,005
Impact Fees	6,347,357	17,772		6,365,129
Annexation Fees	356,520	280		356,800
American Recovery Plan	4,124,925	4,329,664		8,454,589
Cemetery P/C	1,133,752	4,029	19,941	1,117,840
Jewett House	145,359	2,453	2,328	145,484
Reforestation	24,043	19	63	23,999
Street Trees	174,669	2,837	16,742	160,764
Community Canopy	2,721	2		2,723
Public Art Fund	84,190	66	20,300	63,956
Public Art Fund - ignite	548,942	431	22,882	526,491
Public Art Fund - Maintenance	133,753	123	36	133,840
<u>Debt Service:</u>				
2015 G.O. Bonds	620,608	45,921		666,529
<u>Capital Projects:</u>				
Street Projects	181,638	175,107	391,977	(35,232)
<u>Enterprise:</u>				
Street Lights	125,344	58,603	58,324	125,623
Water	1,358,939	381,130	1,029,386	710,683
Water Capitalization Fees	6,667,075	97,444		6,764,519
Wastewater	14,602,673	1,139,222	1,511,774	14,230,121
Wastewater - Equip Reserve	1,436,698	27,500		1,464,198
Wastewater - Capital Reserve	3,500,000			3,500,000
WWTP Capitalization Fees	5,839,406	67,080		5,906,486
WW Property Mgmt	55,403			55,403
Sanitation	1,758,266	555,617	572,219	1,741,664
Public Parking	664,550	52,159	77,348	639,361
Drainage	1,524,791	92,569	81,675	1,535,685
Wastewater Debt Service	644,841	507	450	644,898
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	245,122	240,349	246,044	239,427
Police Retirement	472,799	15,600	35,249	453,150
Sales Tax	2,324	1,942	2,324	1,942
BID	321,641	3,803	50,000	275,444
Homeless Trust Fund	682	764	682	764
GRAND TOTAL	<u>\$70,692,531</u>	<u>\$13,645,599</u>	<u>\$11,618,940</u>	<u>\$72,719,191</u>

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



Vonnice Jensen, Comptroller, City of Coeur d'Alene, Idaho

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 NINE MONTHS ENDED
 June 30, 2022

RECEIVED

JUL 8 2022

CITY CLERK

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 6/30/2022	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$260,153	\$182,921	70%
	Services/Supplies	9,692	5,005	52%
Administration	Personnel Services	220,154	164,492	75%
	Services/Supplies	2,920	609	21%
Finance	Personnel Services	719,191	519,720	72%
	Services/Supplies	579,455	563,883	97%
Municipal Services	Personnel Services	1,289,332	959,681	74%
	Services/Supplies	931,896	470,737	51%
	Capital Outlay			
Human Resources	Personnel Services	356,011	258,922	73%
	Services/Supplies	78,871	56,276	71%
Legal	Personnel Services	1,256,687	958,135	76%
	Services/Supplies	56,853	31,526	55%
Planning	Personnel Services	657,218	486,838	74%
	Services/Supplies	57,300	45,020	79%
	Capital Outlay			
Building Maintenance	Personnel Services	368,824	227,611	62%
	Services/Supplies	239,075	192,797	81%
	Capital Outlay	95,000	110,199	116%
Police	Personnel Services	15,896,728	11,006,160	69%
	Services/Supplies	1,768,232	1,262,241	71%
	Capital Outlay	329,840	230,062	70%
Fire	Personnel Services	10,829,600	8,273,375	76%
	Services/Supplies	692,976	487,053	70%
	Capital Outlay	25,000	78,044	312%
General Government	Services/Supplies	47,180	51,682	110%
	Capital Outlay			
Police Grants	Personnel Services	77,961	54,268	70%
	Services/Supplies		30,848	
	Capital Outlay			
CdA Drug Task Force	Services/Supplies	35,000	3,050	9%
	Capital Outlay			
Streets	Personnel Services	3,220,429	2,420,837	75%
	Services/Supplies	1,860,134	779,646	42%
	Capital Outlay	90,000	115,552	128%
Parks	Personnel Services	1,919,367	1,195,794	62%
	Services/Supplies	698,100	411,605	59%
	Capital Outlay			

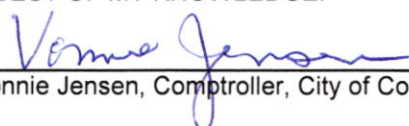
CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 NINE MONTHS ENDED
 June 30, 2022

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 6/30/2022	PERCENT EXPENDED
Recreation	Personnel Services	574,567	420,747	73%
	Services/Supplies	180,850	105,922	59%
	Capital Outlay			
Building Inspection	Personnel Services	964,436	717,531	74%
	Services/Supplies	39,928	16,546	41%
	Capital Outlay			
Total General Fund		<u>46,428,960</u>	<u>32,895,335</u>	<u>71%</u>
Library	Personnel Services	1,388,065	1,016,256	73%
	Services/Supplies	228,000	156,496	69%
	Capital Outlay	180,000	104,103	58%
CDBG	Personnel Services	72,250	53,651	74%
	Services/Supplies	478,122	214,253	45%
Cemetery	Personnel Services	209,640	145,713	70%
	Services/Supplies	117,400	81,345	69%
	Capital Outlay	87,000	81,762	94%
Impact Fees	Services/Supplies	769,000	(216,435)	-28%
Annexation Fees	Services/Supplies	175,000	175,000	100%
Parks Capital Improvements	Capital Outlay	465,460	168,730	36%
Cemetery Perpetual Care	Services/Supplies	166,500	123,530	74%
Jewett House	Services/Supplies	26,353	8,457	32%
Reforestation	Services/Supplies	6,500	63	1%
Street Trees	Services/Supplies	112,000	52,523	47%
Community Canopy	Services/Supplies	1,500	180	12%
Public Art Fund	Services/Supplies	461,300	154,628	34%
		<u>4,944,090</u>	<u>2,320,256</u>	<u>47%</u>
Debt Service Fund		<u>878,408</u>	<u>34,228</u>	<u>4%</u>

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
NINE MONTHS ENDED
June 30, 2022

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 6/30/2022	PERCENT EXPENDED
LaCrosse Ave / NW Blvd	Capital Outlay		(136,546)	
Seltice Way Sidewalks	Capital Outlay			
Traffic Calming	Capital Outlay	40,000	10,693	
Kathleen Avenue Widening	Capital Outlay	755,000	788,950	104%
US 95 Upgrade	Capital Outlay			
15th Street	Capital Outlay		2,275	
LHTAC Pedestrian Safety	Capital Outlay	605,000		
Downtown Signal Imprvmnts	Capital Outlay			
Atlas Waterfront Project	Capital Outlay			
NW Blvd Traffic Signals	Capital Outlay			
		1,400,000	665,373	48%
Street Lights	Services/Supplies	658,900	468,660	71%
Water	Personnel Services	2,497,479	1,673,425	67%
	Services/Supplies	5,095,931	1,376,865	27%
	Capital Outlay	4,713,500	2,331,089	49%
Water Capitalization Fees	Services/Supplies	2,650,000		
Wastewater	Personnel Services	3,034,430	2,067,930	68%
	Services/Supplies	7,949,068	2,385,240	30%
	Capital Outlay	9,735,000	1,831,796	19%
	Debt Service	4,194,992	1,346,470	32%
WW Capitalization	Services/Supplies	3,840,853		
WW Property Management	Services/Supplies		26,098	
Sanitation	Services/Supplies	4,562,297	3,111,123	68%
Public Parking	Services/Supplies	1,718,619	627,278	36%
	Capital Outlay			
Drainage	Personnel Services	229,876	170,750	74%
	Services/Supplies	1,001,862	323,700	32%
	Capital Outlay	890,000	176,855	20%
Total Enterprise Funds		52,772,807	17,917,279	34%
Kootenai County Solid Waste		2,900,000	1,968,401	68%
Police Retirement		192,235	143,187	74%
Business Improvement District		176,000	50,000	28%
Homeless Trust Fund		8,000	6,182	77%
Total Fiduciary Funds		3,276,235	2,167,770	66%
TOTALS:		\$109,700,500	\$56,000,240	51%

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


 Vonnie Jensen, Comptroller, City of Coeur d'Alene, Idaho

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CITY CLERK

City of Coeur d Alene
Cash and Investments
6/30/2022

Description	City's Balance
U.S. Bank	
Checking Account	3,935,497
Checking Account	72,772
Checking Account	63,622
Investment Account - Police Retirement	452,052
Investment Account - Cemetery Perpetual Care Fund	1,110,799
Idaho Central Credit Union	
Certificate of Deposit	281,489
Idaho State Investment Pool	
State Investment Pool Account	65,540,872
Spokane Teacher's Credit Union	
Certificate of Deposit	258,814
Numerica Credit Union	
Certificate of Deposit	1,001,924
Cash on Hand	
Treasurer's Change Fund	1,350
Total	<u><u>72,719,191</u></u>

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



Vonnie Jensen, Comptroller, City of Coeur d'Alene, Idaho

