



Coeur d'Alene CITY COUNCIL MEETING

June 6, 2023

MEMBERS OF THE CITY COUNCIL:

Jim Hammond, Mayor

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

WELCOME
To a Regular Meeting of the
Coeur d'Alene City Council
Held in the Library Community Room: 702 E. Front Avenue 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 H - Public Comments** is identified by the Mayor. The Mayor and Council will not normally allow audience participation at any other time.

June 6, 2023

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: None Scheduled.

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](#).

E. PRESENTATION:

1. Proclamation – LGBTQIA+ Pride Month – June 2023

Accepted by: Sara Lynch, Executive Director, NIPA

2. Annual Audit Report for Year ending September 30, 2022

Presented by: Toni Hackwith, Anderson Brothers, CPA's

*****ITEMS BELOW ARE CONSIDERED TO BE ACTION ITEMS**

F. ANNOUNCEMENTS

1. City Council
2. Mayor - Appointment of James Chapkis and Elaine Price to the Parking Commission, and Summer Ward to the Arts Commission.

G. 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 May 16, 2023, Council Meeting.
2. Setting of General Services/Public Works meeting for June 12, 2023.
3. Approval of Bills as Submitted.
4. Approval of Fireworks Stands for 2023.

As Recommended by the City Clerk

5. Approval of SS-23-02, Final Plat for Cassandra Estates.

As Recommended by the City Engineer

6. Resolution No. 23-037:

- a. Approval of the Purchase of HPE Gen 10Plus 24Core Servers and Related Equipment from Genisys Corporation, in the Amount of \$80,946.39, for the Water Department Server Updates Project.

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

H. 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.)

I. OTHER BUSINESS:

1. **Resolution No. 23-038** – Approving Amendment No. 1 to the Professional Services Agreement with Keller Associates for the Independence Point Stormwater Improvements.

Staff Report by: Chris Bosley, City Engineer

2. Panhandle Health District 1 Rathdrum Prairie Aquifer Protection – Critical Materials Management.

Staff Report by: Terry Pickel, Water Director and Erik Ketner, Div. Administrator, Environmental & Health Protection for Panhandle Health District

- a. **Council Bill No. 23-1005:** Approving the Creation of Municipal Code Chapter 13.40, Entitled Rathdrum Prairie Aquifer.
 - b. **Resolution No. 23-039** - Approving a Memorandum of Understanding with Panhandle Health District 1 for the Inspection and Enforcement of Critical Materials Management for the Rathdrum Prairie Aquifer Protection.
3. **Resolution No. 23-040** – Approving a Memorandum of Understanding with the Coeur d’Alene Regional Chamber of Commerce, Inc. (Chamber) for the 4th of July Parade and Fireworks Show.

Staff Report by: Renata McLeod, Municipal Services Director

4. **Resolution No. 23-041** – Approving an Agreement to Purchase an Art Piece Entitled “Timeline Theory Reflections” by Ken Turner in the Amount of \$1,000.00.

Staff Report by: Stephanie Padilla, Accountant (Arts Commission Liaison)

5. **Resolution No. 23-042** – Approving Amendment No. 3 to the Agreement with HDR Engineering for the Solids Building Improvement Project, in the Amount of \$999,330 for Construction Management Services.

Staff Report by: Mike Becker, Wastewater Capital Project Manager

6. **Resolution No. 23-043** – Approving a Disbursement of \$50,000 in ARPA Funds to Home Share Kootenai County.

Staff Report by: Troy Tymesen, City Administrator and Carrie Ward, Executive Director Home Share Kootenai County

J. PUBLIC HEARING: Please feel free to sign up in advance of the meeting to testify at <https://www.cdavid.org/signinpublic/Signinformlist> prior to 3:00 p.m. the day of the hearing.

1. (Legislative) – Creation of Municipal Code Chapter 14.14, Entitled Kootenai County Emergency Medical Service System Development Impact Fees, and Approval of an Intergovernmental and Joint Powers Agreement with Kootenai County Emergency Medical Services System KCEMSS; Adopting the Capital Improvement Plan and Adopting Impact Fees for the KCEMSS.

Staff Report by: Chief Greif and KCEMSS Chief Keeley

- a. **Council Bill No. 23-1006:** Ordinance Amending Title 14, to Create a New Chapter 14.14, Entitled Kootenai County Emergency Medical Service System Development Impact fees.
- b. **Resolution No. 23-044** – Approving an Intergovernmental and Joint Powers Agreement with KCEMSS; Adopting the Capital Improvement Plan and Adopting Impact Fees for the KCEMSS.

K. ADJOURN:

This meeting is aired live on CDA TV Spectrum Cable Channel 1301, TDS Channel 5, and on Facebook live through the City’s Facebook page.

PRESENTATIONS

PROCLAMATION

WHEREAS, the City of Coeur d'Alene has enacted legislation prohibiting discrimination on the basis of sexual orientation and gender identity/expression; and

WHEREAS, discriminatory housing, employment and public accommodation practices are detrimental because they impede the social and economic progress of a city by preventing all of the city's citizens from contributing to the cultural, spiritual, social, and commercial life of the community; and

WHEREAS, the contributions of all the citizens of the city of Coeur d'Alene are essential to the city's growth, vitality, and prosperity; and

WHEREAS, the denial of fair and equal treatment under the law due to sexual orientation or gender identity/expression is detrimental to the health, safety, and welfare of the city's citizens, and damages a city's economic well-being; and

WHEREAS, all persons, regardless of sexual orientation and/or gender identity/expression shall enjoy the full benefits of citizenship in the City of Coeur d'Alene, and are afforded equal opportunities for employment, housing, commercial property, and the use of public accommodations and hospitality; and

WHEREAS, the North Idaho Pride Alliance envisions a safe and inclusive community where Lesbian, Gay, Bisexual, Transgender, Queer or Questioning, Intersex and Asexual people belong, can connect and are empowered to thrive in North Idaho.

NOW, THEREFORE, I JAMES HAMMOND, Mayor of the City of Coeur d'Alene, Idaho, do hereby proclaim the month of June, 2023 as:

LGBTQIA+ PRIDE MONTH

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d'Alene to be affixed this 3rd day of June, 2023.



James Hammond
James Hammond, Mayor

ATTEST:

Renata McLeod
Renata McLeod, City Clerk



CITY OF COEUR D'ALENE

FINANCIAL STATEMENT AUDIT

SEPTEMBER 30, 2022



A financial statement audit is required by Idaho State Statutes



Primary purpose:

Assures that the financial statements, in all material respects, fairly state the financial position as of a certain date.

Statements conform with GAAP (generally accepted accounting principles) and Governmental GAAP

CITY OF
COEUR D'ALENE

FINANCIAL STATEMENT
AUDIT FOR THE
YEAR ENDED
SEPTEMBER 30, 2022

Independent Auditor's Report on Financial
Statements - ***Unmodified Opinion (clean)***
(pages 1-3)

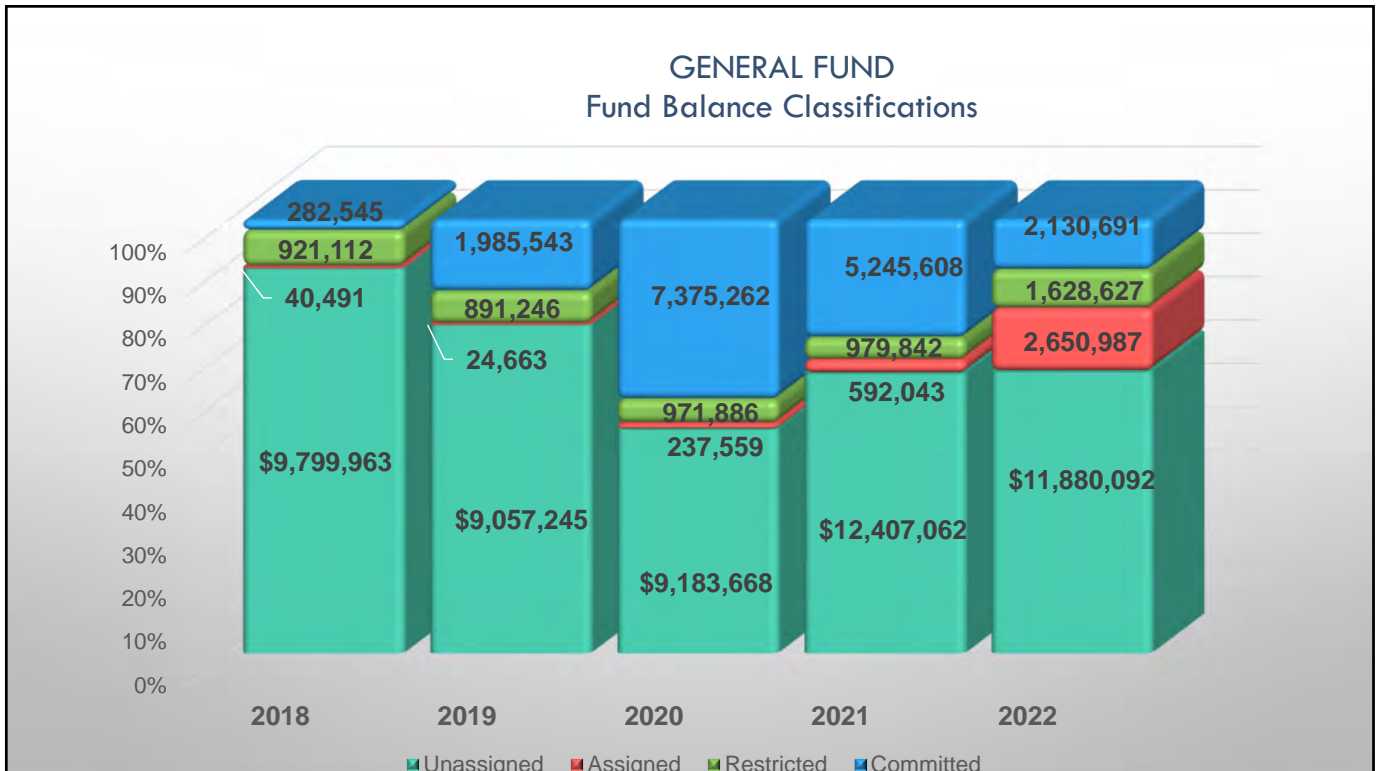
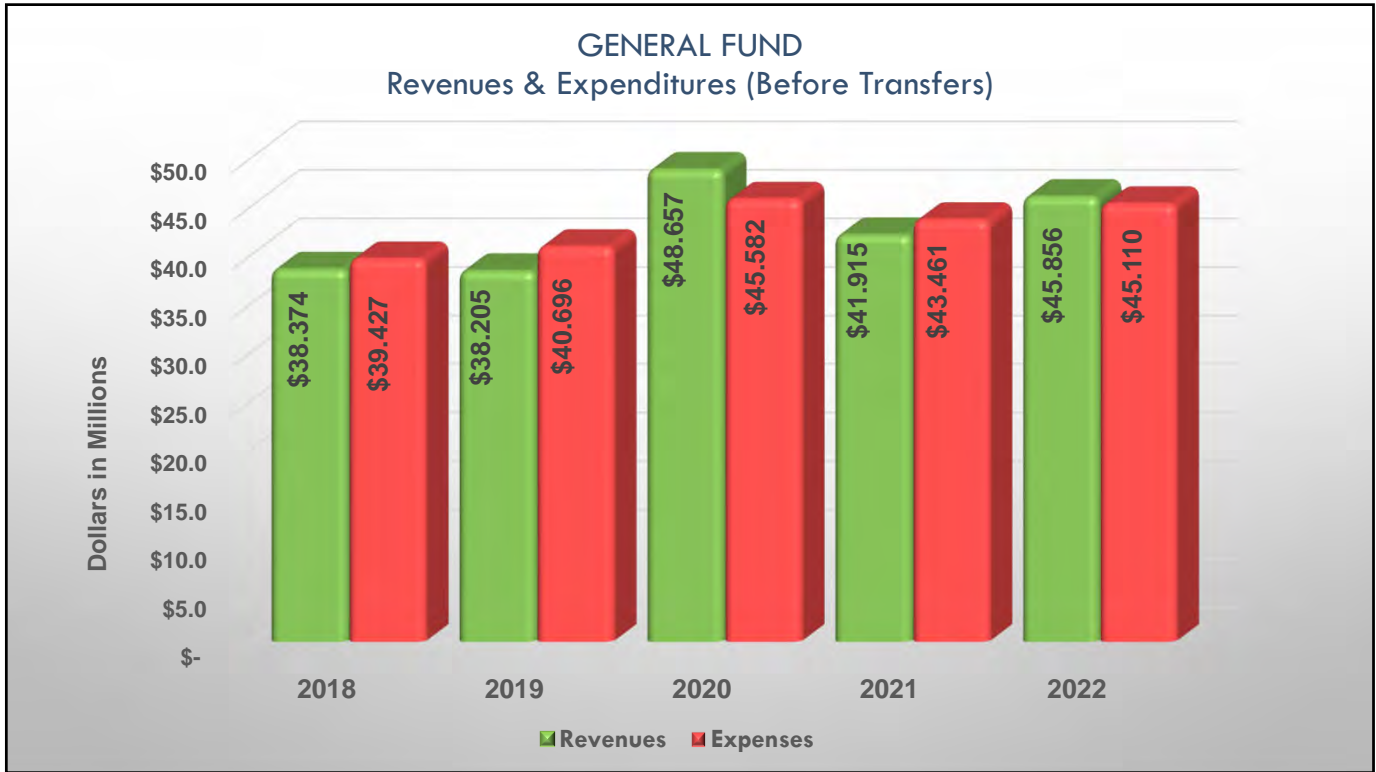
Report on Internal Control over Financial Reporting
and on Compliance and Other Matters Based on
an Audit of Financial Statements Performed in
Accordance with Government Auditing Standards
- ***Unmodified Opinion*** (pages 91-92)

MANAGEMENT'S RESPONSIBILITY FOR THE FINANCIAL STATEMENTS

- Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

AUDITOR'S RESPONSIBILITIES FOR THE AUDIT OF THE FINANCIAL STATEMENTS

- Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.



WHY IS A FUND BALANCE IMPORTANT?

Revenue stream is not consistent month to month (property taxes received in July and January)

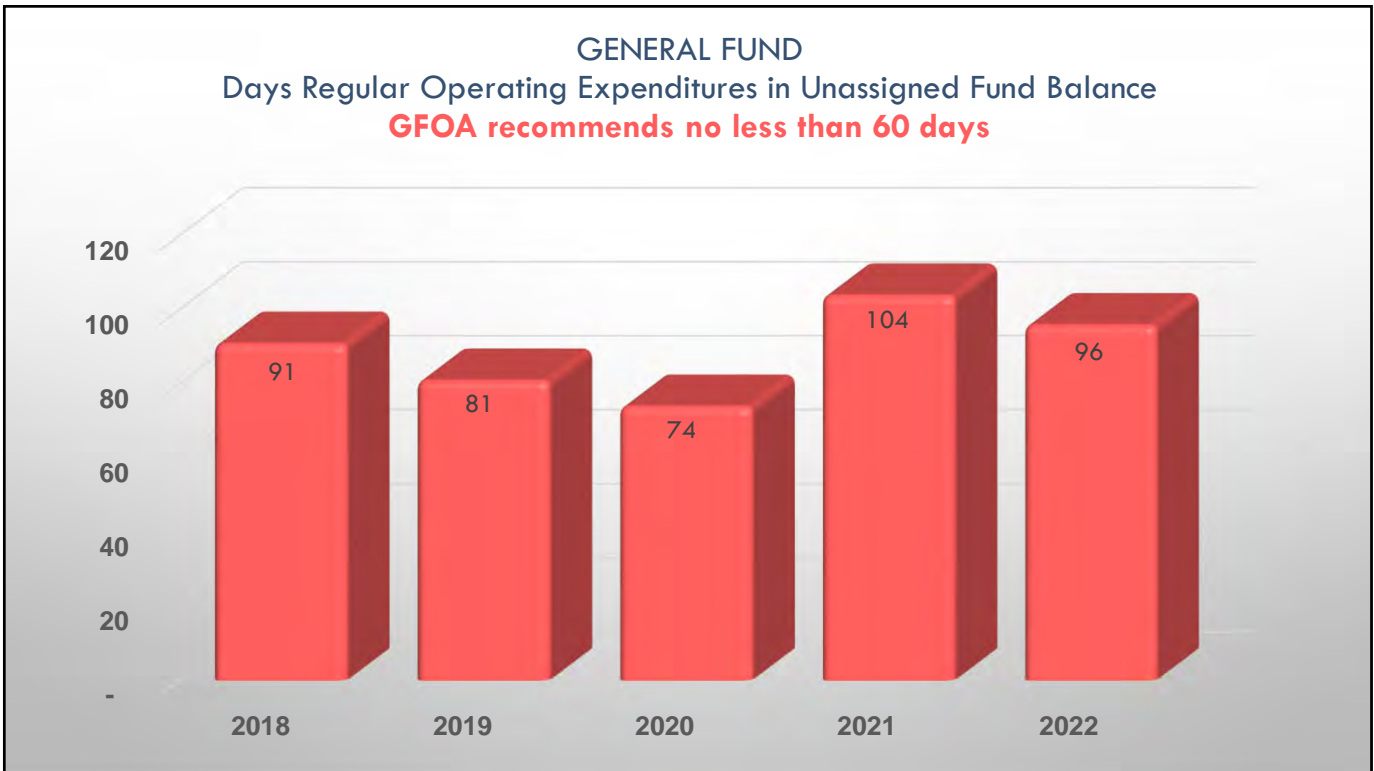
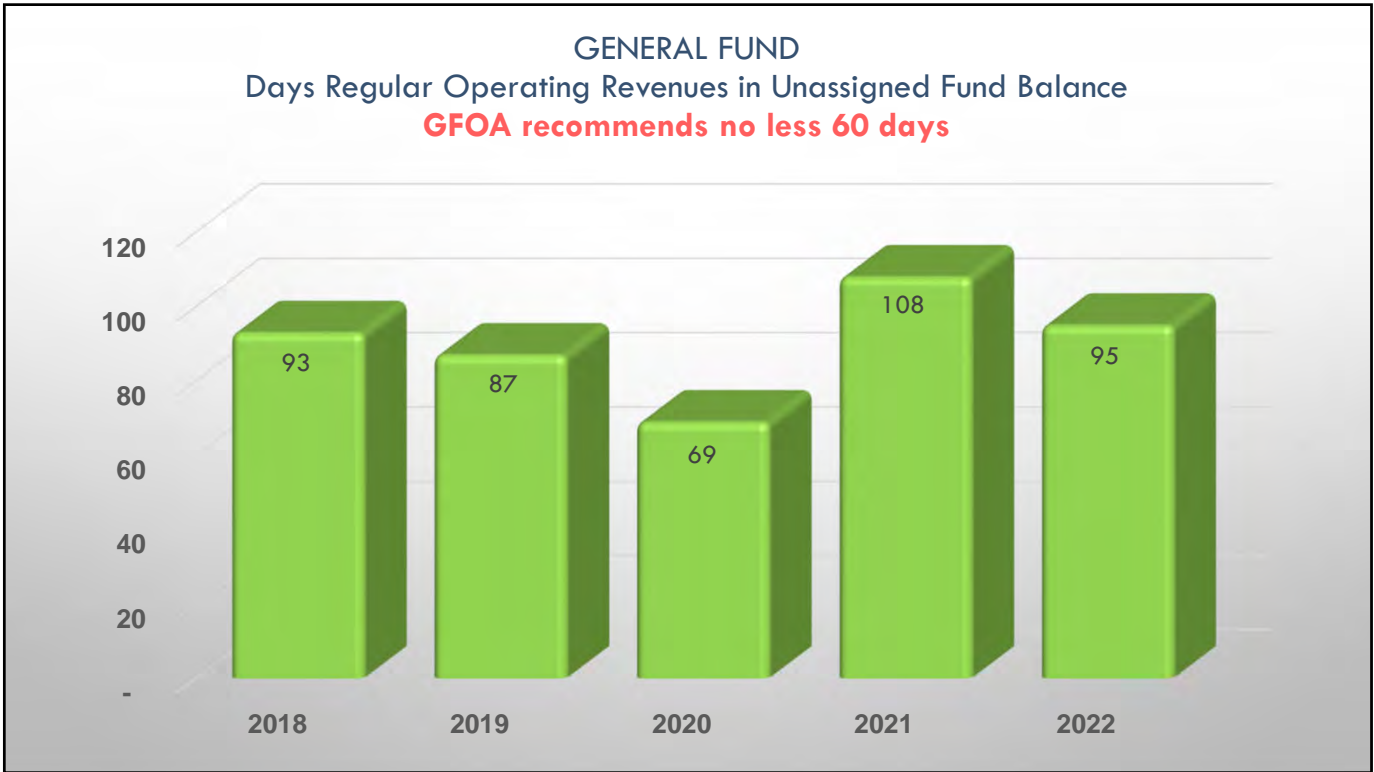
Provide prudent resources to meet unexpected emergencies (recessions) and protect against catastrophic events

Meet uncertainties of State and Federal funding

Protect the City from unnecessary borrowing

Helps ensure a credit rating that would qualify the City for lower interest costs (in case of needed borrowing)

The Government Finance Officers Association recommends *at a minimum*, that governments, maintain an *unassigned fund balance* in their general fund of no less than **two months** of regular general fund operating revenues or regular general fund operating expenditures.



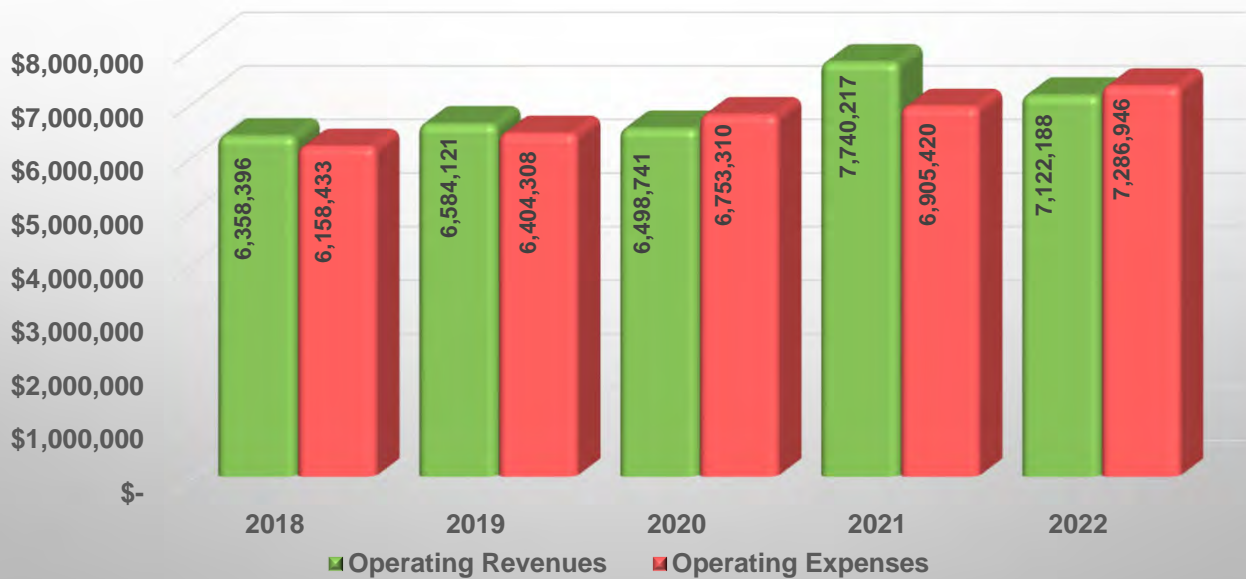
CITY OF COEUR D'ALENE AUDIT FOR THE YEAR ENDED SEPTEMBER 30, 2022

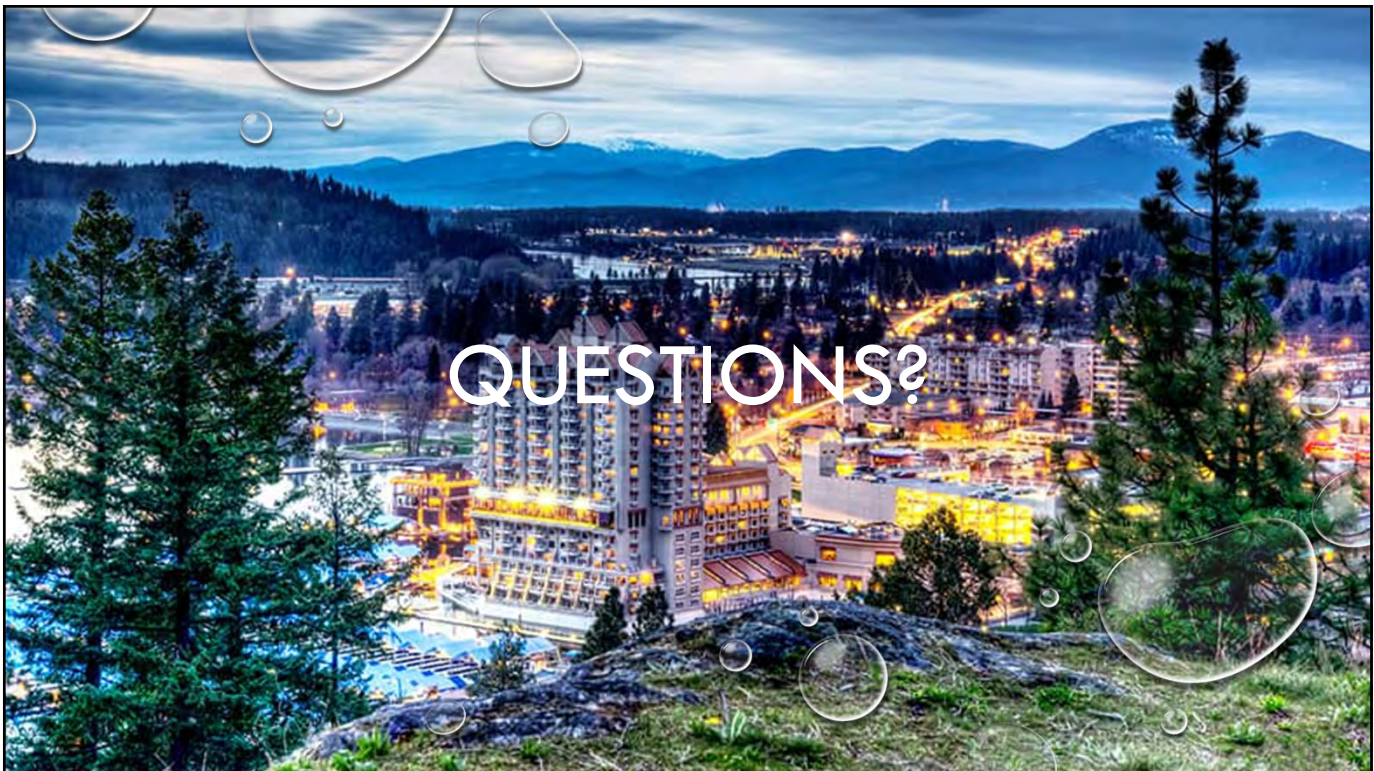
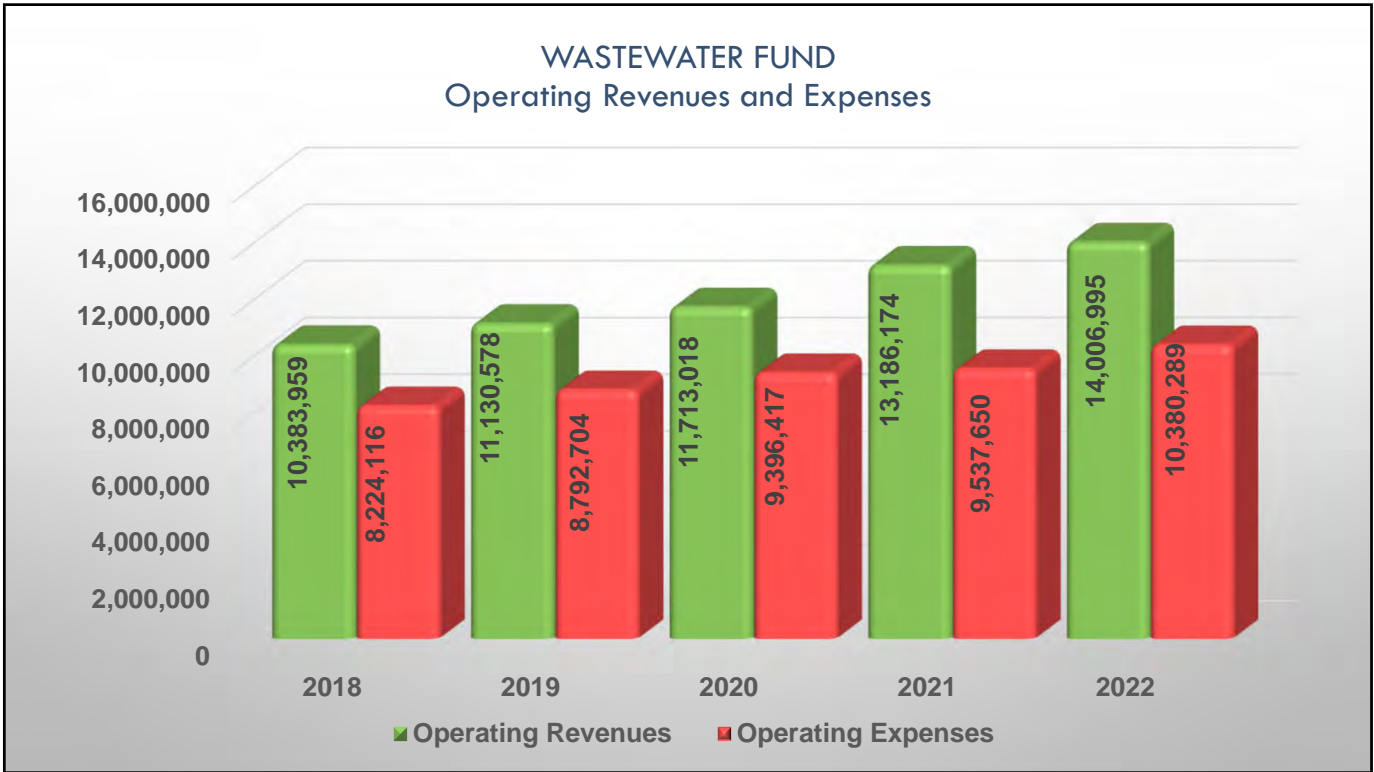


PROPRIETARY FUNDS - FINANCIAL HIGHLIGHTS:

- WATER FUND
 - OPERATING REVENUE DECREASED BY \$618K A 8% DECREASE FROM THE PRIOR YEAR.
 - OPERATING EXPENSES INCREASED BY \$381K A 6% INCREASE FROM THE PRIOR YEAR.
 - THEREFORE THE OPERATING FUND HAD A NET LOSS FROM OPERATIONS OF \$164,758.
- WASTEWATER FUND
 - OPERATING REVENUE INCREASED BY \$820K A 6% INCREASE FROM THE PRIOR YEAR
 - OPERATING EXPENSES INCREASED BY \$842K A 9% INCREASE FROM THE PRIOR YEAR.

WATER FUND
Operating Revenues and Expenses





ANNOUNCEMENTS

Memo to Council

DATE: May 16, 2023

RE: Appointment to Boards/Commissions/Committees

The following appointments are presented for your consideration for the June 6, 2023, Council Meeting:

JAMES CHAPKIS	Parking Commission (Re-Appointment)
ELAINE PRICE	Parking Commission (Re-Appointment)

The data sheets have been placed by the inter-office mailboxes.

Sincerely,

Sherrie Badertscher
Executive Assistant

cc: Renata McLeod, City Clerk
Stephanie Padilla, Liaison to the Parking Commission

Memo to Council

DATE: May 31, 2023

RE: Appointment to Boards/Commissions/Committees

The following appointment is presented for your consideration for the June 6, 2023, Council Meeting:

SUMMER WARD

Arts Commission (Appointment)

The data sheets have been placed by the inter-office mailboxes.

Sincerely,

Sherrie Badertscher
Executive Assistant

cc: Renata McLeod, City Clerk
Sherrie Badertscher, Liaison to the Arts Commission

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

May 16, 2023

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room on May 16, 2023, at 6:00 p.m., there being present the following members:

James Hammond, Mayor

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

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

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

ANNOUNCEMENTS: Councilmember McEvers said the geranium planting started at the Resort today.

Mayor Hammond requested the appointment of Mic Armon to the ignite cda Board.

DISCUSSION: Councilmember Gookin said he would not be in support of the appointment as Mr. Armon had previously served on the ignite cda board, there were 55,000 people in the City of Coeur d'Alene, and he would have preferred someone from the affordable housing community appointed to the board. Councilmember Wood said she had spent many years working with Mr. Armon on the NIC Board and he had brought a lot to the board with his financial expertise. Councilmember English said he was supportive of Mr. Armon's appointment, yet Councilmember Gookin's comments resonated with him, and he would like to see a mindful approach to filling future openings. Councilmember Miller said having an oral history and financial background brought a lot to the board yet there were others in the community who could bring insight on the community's affordable and workforce housing issues. Mayor Hammond said he hoped the Urban Renewal Agency would be moving out of the housing area and focus on business, commercial, and industrial community.

MOTION: Motion by McEvers, seconded by Evans, to appoint Mic Armon to the ignite cda Board. **Motion carried with Councilmember Gookin voting no.**

CONSENT CALENDAR:

1. Approval of Council Minutes for the May 2, and May 8, 2023, Council Meetings.
2. Approval of Bills as Submitted.
3. Approval of Financial Report.
4. Approval of the repurchase of a Cemetery lot from Sarah Hietala; Section K, Block 4, Lot 4, Forest Cemetery

MOTION: Motion by McEvers, seconded by Evans, to approve the Consent Calendar as presented.

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

PUBLIC COMMENTS:

Bill Reagan, Dalton Gardens, speaking on behalf of the Downtown Association (DTA) thanked Council for working with the DTA and noted the Car d’Lane event was a great community event. He said the event was one a lot of people were excited about and asked for the Council to support the agreement they would be considering later in the meeting.

Justin O’Connell, Coeur d’Alene, made comments in regard to zoning regulations and central planning.

Tom Berube, Coeur d’Alene, asked why the Council gave the Kootenai County Land Company a free pass on their recently approved Coeur Terre project annexation. He asked why a school build wasn’t bargained for as the two (2) new schools would require additional levies over \$50 million. He said the surrounding roads should have been improved before the annexation was approved.

Emily Boyd, Coeur d’Alene, said she was the Coeur d’Alene DTA’s Executive Director. She noted in reviewing old minutes a common recurring theme had been how to make the downtown area a vibrant thriving area. She said they had reached a destination past leaders had strived for and current leaders would need to keep it going. She requested Council support the memorandum of understanding which was on their meeting agenda.

Benjamin Drake, Coeur d’Alene, said as a citizen and business owner he wanted to thank the DTA for their work for the downtown core. He said the events planned by DTA helped downtown businesses and the community to thrive and his business saw a 60-70% increase in sales during the Car d’Lane weekend alone. He requested Council support the DTA efforts of bringing in successful community events.

RESOLUTION NO. 23-031

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING THE BID OF, AND AWARDING A CONTRACT FOR THE PURCHASE OF NEW ORION ME RADIO READ HEADS, WATER METERS AND COMPONENTS, TO BADGER METER, INC., IN AN AMOUNT NOT TO EXCEED \$281,230.70.

STAFF REPORT: Assistant Water Superintendent Kyle Marine requested the Council approve the low bid and award a contract to Badger meter for the purchase of new water meter components. He explained the Water Department (Department) began the Meter Change Out Program (MCOP) in 2005 due to a significant undocumented water loss. He said the Department had an annual plan which would eventually replace all 20,000 meters in the City of Coeur d'Alene (City) over a 10-year cycle as this was the typical lifespan of an average water meter radio read battery. He said they averaged 2000 water meter replacements each year. He noted AWWA standards recommend water meters be replaced or rebuilt once they reach more than a 3% loss of water recording accuracy. He said the Department received one responsive bid from Badger Meter in the amount of \$281,230.70. He noted the bid included one-thousand (1000) cellular endpoints, five hundred seventy (570) ¾ inch registers, twenty-five (25) 1-inch meter registers, fifteen (15) 1.5-inch registers, thirty-five (35) 2-inch meter registers, six (6) 3-inch compound meters, six (6) 4-inch compound meters, nine (9) 3-inch turbo meters, two (2) 4-inch turbo meters and thirty (30) HRE LCD registers. He mentioned the bid fell below the amount budgeted in the Department's FY 2022-23 budget of \$425,000.00. As previously mentioned, the city has about 2000 meters that have reached their life expectancy. He noted that when an older meter was removed, it would be tested and/or rebuilt to be re-installed the following year dependent on the condition of the meter. He said the Department had completed meter testing and compiled a list of needed parts for the meter replacement program. He noted with the purchase of the replacement parts the Department would rebuild 1698 meters which would be reused in the system.

DISCUSSION: Councilmember McEvers asked when meter repairs were done, how long would they last, with Mr. Marine responding it was dependent on which style of meter was repaired as new technology had replaced some of the internal parts which normally wore out. Mr. Marine noted new meters cost, between \$175-185 for a ¾ inch meter and that larger meters were several hundred dollars. Mayor Hammond thanked the department for being cost efficient.

MOTION: Motion by McEvers, seconded by English, to approve **Resolution No. 23-031** – Approving a Purchase Contract with Badger Meter, Inc. for MCOP Water Meters, Registers, and Endpoints.

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

RESOLUTION NO. 23-032

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING A GRANT FROM THE IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY FOR WELL SITE SECURITY IN THE AMOUNT OF \$24,000.00.

STAFF REPORT: Assistant Water Superintendent Kyle Marine requested Council accept the \$24,000 grant from the Idaho Department of Environmental Quality Source Water Protection to add additional security to the City's well sites. The Water Department (Department) has 11 wells, seven (7) booster stations, and seven (7) storage facilities. He said that each site was visited on a daily, weekly, or periodic basis for maintenance and monitoring. He noted the Department currently had \$100,000 budgeted for cardlocks, security cameras, and updated software and the grant would help to add additional security inside the wellhead for source water protection. He mentioned there were no further costs to the City with accepting the grant. He said that over the years, the Department has had issues with vandalism and trespassers. He noted that by adding the planned security features it would bring the Department into compliance with the Homeland Security Act of 2002. He said that by installing the cameras and the door locks, they would receive instant notification of any unauthorized access to the City's water sources. He said the cameras would also allow them to monitor contractors working on or near the City sites, and record acts of vandalism to forward to law enforcement. Grant specifically for security of interior of building and wellhead.

DISCUSSION: Councilmember English how the camera would work at sites without internet access, with Mr. Marine responding the data would be recorded and kept for a minimum of two-weeks. Councilmember Wood said it was great that the Department had applied for and received the grant. She noted most cameras throughout the City were accessible by the Police Department (PD) and asked if PD would have access to the wellsite cameras, with Mr. Marine responding they would work with PD when needed. Councilmember Gookin asked about reporting requirements as stated in the Department of Environmental Quality (DEQ) grant documents, with Mr. Marine responding the language was most likely boiler plate information and reports were required in relation to proof the grant funds were used for wellhead security. City Attorney Randall Adams said DEQ would ask for reports when needed. Mr. Marine explained the grant required proof of the wellhead security measures added with the grant funds and they would be supplying photos of the installed cameras as proof. Councilmember Gookin asked if there would be costs for storing the camera data, with Mr. Marine responding there was internal storage recorded onsite and there would be minimal costs for the cellular system to stay connected.

MOTION: Motion by Wood, seconded by Miller, to approve **Resolution No. 23-032** – Approving the acceptance of a Source Water Protection Grant from the Idaho Department of Environmental Quality.

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

RESOLUTION NO. 23-033

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ALLOWING FOR THE DESTRUCTION OF RECORDS RETAINED BY THE ADMINISTRATION / MAYOR'S OFFICE, AND THE FINANCE, LEGAL, MUNICIPAL SERVICES, AND POLICE DEPARTMENTS, OVER TWO (2) YEARS OLD OR DEEMED TEMPORARY BY THE CITY COUNCIL.

STAFF REPORT: Municipal Services Director Renata McLeod asked Council to authorize the destruction of certain public records in accordance with the City's records retention schedule. She said that Idaho State Code 50-907 and 50-908 set forth requirements for cities related to public records such as type of record, length of time for minimum retention, and that cities shall adopt their own records retention manual and schedule. She said the City had done so through Resolution 16-056. She mentioned the request for destruction of records was in accordance to the policy adopted by Council. She said the Police Department requested the destruction of graffiti photos from 1993, which had surpassed the retention period of 5-years for semi-permanent records. The Municipal Services Department requested the destruction of temporary records, specifically, vehicle pre-trip inspection forms from the Streets and Engineering Department, and city-wide emails prior to 2017, including back-up tapes, which were all temporary records only required to be maintained for 2-years. Additionally, Municipal Services requested the destruction of Mayor/Administration files kept electronically by the Executive Assistant. She noted files ranged from coordinating travel, presentation preparation, monthly activity reports, and internal committee agendas, all of which were temporary files that were no longer needed. The Finance Department requested the destruction of various records from temporary to semi-permanent which were no longer needed and/or required to be maintained. She said the Legal Department requested the destruction of various electronic records which were the original work product of the Prosecutor's Office. She noted the documents were no longer needed and should be removed prior to the implementation of the Legal Department's new case management software program. She said records were routinely reviewed to determine if maintaining the record was warranted. She said because the list of records had exceeded the time required to maintain them and their useful life had been exhausted, it was necessary to purge the files in order to maintain storage space for future records. She mentioned the request was in accordance with the approved Records Retention Policy approved pursuant to Resolution No. 16-056.

DISCUSSION: Councilmember Gookin asked how records were destroyed, with Ms. McLeod responding if there were HIPPA details on the documents or they were Legal Department records they would be shredded, if an electronic copy they would be deleted, and all others would be disposed of in the recycle bins.

MOTION: Motion by Evans, seconded by Miller, to approve **Resolution No. 23-033** – Approving the Destruction of Records in Accordance with the City's Records Retention Schedule from the Police, Streets and Engineering, Municipal Services (including Mayor and Administration files), and Finance Departments.

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

RESOLUTION NO. 23-034

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE DOWNTOWN ASSOCIATION (DTA) FOR THE CAR D'LANE EVENTS TO BE HELD JUNE 16TH AND 17TH, 2023.

STAFF REPORT: Municipal Services Director Renata McLeod asked Council to approve the proposed Memorandum of Understanding (MOU) with the Downtown Association (DTA) for the Car d' Lane Events being held on June 16 and 17, 2023. She said that at the July 19, 2022, Council meeting, Council had requested staff to begin looking at options of entering into agreements for some of the large special events held in the City. She noted agreements allowed the City to negotiate with the event sponsor to take on additional responsibilities such as providing volunteers to man non-emergency intersections, placement of no-parking signs, use of certified flaggers, and payment in addition to the general fees. She said the Car d' Lane cruise had a different route last year that had been problematic for public safety and Streets and Engineering Department staff. She said that MOU negotiations had resulted in the re-organization of the route, better marked detours to provide a much safer route, as well as limiting the number of entries. She noted public safety and the Streets and Engineering Department were supportive of the changes. Additionally, the MOU clarifies roles and responsibilities so there are no questions on the day of the events. The Streets and Engineering Department crafted the traffic safety plan, which would remain the plan in years to come and satisfied the requirements of the Manual on Uniform Traffic Control Devices (MUTCD). She said staff envisioned one future master agreement for all events that were sponsored by the DTA after working through each event this season and creating the traffic control plans for each event. She noted the fee included with the MOU was \$1,050.00, with a \$1,000.00 security deposit, in compliance with the approved fee resolution. She said there were some legal restrictions regarding covering event costs, including the fee must be reasonably related to actual costs and could not be higher than actual costs for the event. She noted when there was a controversial political message, which might offend a hostile crowd, it was unconstitutional to add to the fees. She said that while there were additional costs to City departments with Car d' Lane, the DTA had picked up additional costs as well. The DTA had provided the City with a cost breakdown which showed \$14,950 in expenses. They also estimated volunteer hours to have a value of \$6,355. She said the MOU outlined the responsibilities of the City and DTA in order to level the amount of staff time needed for those types of community events. She noted the following were the anticipated City costs associated with the 2022 Car d' Lane event as provided by the named departments: Police Department: Total regular hours were 117.50, with a total cost of \$4,875.83 (included people who were reassigned from regular duties to work the event, because of the size of the event, and who were not eligible for overtime [OT]) total OT hours were 239.09, with a total cost \$14,197.48, for a total of 356.59 hours, and a total cost \$19,073.31; Fire Department: Only costs associated with tent inspections, totaling \$250.00; Streets and Engineering Department: 24.5 hours of compensatory time and OT combined, totaling \$2,153.00.

DISCUSSION: Councilmember Gookin asked how much the City of Spokane’s “Blooms Day” fees were, with Ms. McLeod responding she had not had a chance to research their fees. Councilmember Gookin said he would like to know more about the financial impact to businesses downtown, with Ms. Boyd responding they were exploring having an economic impact study done in order to have those numbers. She noted the impacts so far were the downtown businesses and downtown core were thriving. Councilmember Gookin said he would like to confirm the City funds being spent were supporting the businesses. Ms. Boyd said the area businesses had told her the events helped them to thrive and survive during the winter months. Councilmember Miller asked if an exit survey had ever been done to see where visitors stayed, how long, and how much money was spent, with Ms. Boyd responding the average stay was two-days and that area hotels/motels were fully booked many months ahead of events. Councilmember Wood said she remembered the downtown area during the 80’s and it was now thriving. She was supportive of the event and this year’s event route. She would like to have discussions for future events to explore adding a security fee to cover the public safety and Streets Department costs. Ms. Boyd said they were working with the Streets Department to alleviate some of the traffic control duties. Councilmember McEvers said it appeared the costs were equal between the City and DTA to put on the event.

MOTION: Motion by Wood, seconded by Gookin, to approve **Resolution No. 23-034** – Approving an Agreement with the Downtown Association for the Car d’ Lane Event.

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

RESOLUTION NO. 23-035

A RESOLUTION OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO, APPROVING CHANGE ORDER #1 TO THE CONTRACT WITH POE ASPHALT PAVING, INC., IN THE AMOUNT OF \$502,125.00 FOR ADDITIONAL PREPARATION FOR THE CHIPSEAL PROJECT, INCLUDING GRINDING AND INLAY ON CERTAIN DESIGNATED ROADS.

STAFF REPORT: Streets and Engineering Director Todd Feusier requested Council approve Change Order #1 in the amount of \$502,125.00, with Poe Asphalt and Paving, Inc., to expand the 2023 Chipseal Program. He said the change order allowed for complete preparation prior to chipseal which would include grind and inlay on Atlas Road (Prairie Ave to just past Newbrook Dr), Newbrook Drive (Atlas to roundabout), and the Hanley Avenue/Courcelles Parkway roundabout. He said work would likely occur in late July when temperatures allowed. The change order didn’t require to go back out to bid as it was expanding a previously bid project. Mr. Adams clarified there was no statute related to change orders and council would have to decide on the public works construction project. The original bid award was \$639,000. He noted there would still be funds available in the budget for additional projects.

DISCUSSION: Councilmember McEvers asked if there would be additional change orders, with Mr. Feusier responding there weren't any planned. Councilmember Gookin reiterated that the change order was for additional work and would free up City staff to work on other projects. Councilmember Miller said the work had always been planned as part of the project and the change order would move the work from City staff to the contractor. Mayor Hammond said the City was committing additional funds towards street maintenance.

MOTION: Motion by McEvers, seconded by Gookin, to approve **Resolution No. 23-035** – Approving Change Order #1 to the Contract with Poe Asphalt Paving, Inc. for the 2023 Chip Seal project.

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

Mr. Feusier provided an update on various city streets. He said they were partnering with the Idaho Transportation Department (ITD) to preserve roads. A bid would be going out for upgrades to Northwest Blvd, from Appleway to Lakewood Dr. He explained the Rototec would mill the road to 1 ½ " to 2" and then it would be inlaid with new pavement. He said the second bid project would be for Ramsey Rd, from Kathleen to Hanley Avenues. He mentioned that City staff would be working on smaller projects. He reminded everyone of the following work zone safety items: be patient, follow traffic control, treat inoperable street signals as stop signs, don't drive through fresh asphalt, reduce speeds in construction zones, increase following distances, motorcycles/bicycles/pedestrians should use caution, and expect there would be several days before striping was completed. Mayor Hammond asked what they did with the grindings, with Mr. Feusier responding they planned to place them in City alleys as dust control, and some they would receive a credit from the paving companies as they were in need of the materials. Councilmember McEvers asked if the roads would be closed during the work. Mr. Feusier said some work may occur at night with paving during the day.

RESOLUTION NO. 23-036

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING THE BID OF, AND AWARDING THE CONTRACT FOR THE EXTENSION OF THE PRAIRIE TRAIL FROM HUETTER ROAD TO MEYER ROAD, TO INTERSTATE CONCRETE AND ASPHALT COMPANY IN AN AMOUNT NOT TO EXCEED \$221,226.10.

STAFF REPORT: Trails Coordinator Monte McCully asked Council to accept the bid and award the contract to Interstate Concrete and Asphalt in the amount of \$221,226.10, for the Prairie Trail extension from Huetter to Meyer Road. He said in 2008, the Prairie Trail was constructed by a combined effort with the City of Coeur d'Alene (City), ignite cda, the KROC Center and the Centennial Trail Foundation. He noted at the time, the newly constructed trail covered 4-miles from Beebe Blvd to Huetter Road, although the first mile was later redesignated as the Centennial Trail. He said since that time, the trail had become increasingly popular among trail users and had some of the highest trail user counts in the City. The Parks Master Plan and the Kootenai Metropolitan Planning Organization (KMPO) Non-motorized Plan have called for extending the Prairie Trail to Hwy 41, creating links from Coeur d'Alene to Post Falls and Rathdrum. The City

limits and the trail currently end at Huetter Road, yet the old railroad line extends another 1.16 miles to Meyer Road and is owned by the City due to a land swap which occurred between the railroad and the Centennial Trail Foundation. The land later came to ignite cda through a series of loans and defaults on those loans and was eventually gifted to the City. The Trail Foundation has pushed to extend the trail for several years and had an anonymous doner give \$50,000 to help the project. He said that last year, the Local Highway Technical Assistance Council (LHTAC) awarded the City a “no-match” grant in the amount of \$250,000 for the extension of the Prairie Trail. He said funds for the Prairie Trail extension would come from the Children Pedestrian Safety Program Grant (\$250,000.00) and Centennial Trail Foundation (\$50,000.00). He said that accepting the low bid and awarding the contract to Interstate Concrete and Asphalt would allow the City to build a new portion of the Prairie Trail that would connect to the portion the City of Post Falls will be building in 2023. He expected by the end of summer, the Prairie Trail would extend all the way to Hwy-41. He noted with additional money from the Trail Foundation, crossing beacons, striping, and a connector trail from Meyer to Prairie Avenue may be added to the project. He recommended Council accept the bid and award the contract to Interstate Concrete and Asphalt in the amount of \$221,226.10 for the extension of the Prairie Trail.

DISCUSSION: Councilmember Wood asked how many grants had been received by the Parks Department in the last year, with Mr. McCully responding in addition to the current \$250,000 grant they had discussed tonight, the City had been awarded a \$300,000 – \$400,000 Mooring docks grant, fire mitigation grant for Canfield/Cancourse/Fernan, and were currently waiting to hear back on a major Tubbs Hill Fuel Mitigation grant. If awarded the Tubbs Hill fuel mitigation grant the total in grants for the year would be \$1.2 million in grants for the year. Councilmember McEvers asked if they had access for the new connection at Meyer Rd, with Mr. McCully responding the Assistant City Engineer Rob Palus of the City of Post Falls was currently working on easements for the area.

MOTION: Motion by Wood, seconded by Gookin, to approve **Resolution No. 23-036** – Approving an agreement with Interstate Concrete and Asphalt for the Prairie Trail from Huetter to Meyer Road in the amount of \$221,226.10.

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

ADJOURNMENT: Motion by Gookin, seconded by McEvers, that there being no other business this meeting be adjourned. **Motion carried.**

The meeting adjourned at 7:14 p.m.

ATTEST:

James Hammond, Mayor

Sherrie L. Badertscher
Executive Assistant



Re: Fireworks Stands 2023

From: Kelley Setters Deputy City Clerk

	Location	Operated by	Distributor	
	Corner of Ramsey and Prairie Rd	Eda Darwood 8505 Peach Lane Missoula, MT 59808	Bee-Rad Fireworks 8505 Peach Lane Missoula, MT 59808	X
	Albertsons 220 Ironwood Dr	Andy Flournoy 23310 E Inlet Dr #9 Liberty Lake WA 99019	TNT Fireworks S 104 Freya White Bldg #120B Spokane WA 99202	X
	Safeway 101 W Neider	Pamela Kyes 104 S Freya White Bldg Suite 120B Spokane WA 99202	TNT Fireworks S 104 Freya White Bldg #120B Spokane WA 99202	X
	Super 1 Foods 305 W Kathleen	Eric Campbell S 104 Freya White Bldg #120B Spokane WA 99202	TNT Fireworks S 104 Freya White Bldg #120B Spokane WA 99202	X
	Walgreens 225 W Appleway	Kristin Liberty 59 E Queen Ste 200 Spokane WA 97202	TNT Fireworks 104 S Freya White Bldg #120B Spokane WA 99202	X
	Ramsey & 1600 Appleway	Kimberly Craig 1600 W Appleway Ave Coeur d Alene, ID 83814	TNT Fireworks 104 S Freya White Bldg #120B Spokane WA 99202	X
	303 E Spokane Ave - Runges	Penny Wright 3320 N 15 th Street Coeur d Alene ID 83814	TNT Fireworks PO Box 1318 Florence, AL 35631	X
	Lakeside Harvest Foods 1211 E Sherman Ave	Kaher Momand 1211 E Sherman Avenue Coeur d' Alene, ID 83814	TNT Fireworks PO Box 1318 Florence, AL 35631	X
	Big 5 Parking Lot 101 E. Appleway Ave	Deborah Wright 3320 N 15 th Street Coeur d' Alene, ID 83814	TNT Fireworks PO Box 1318 Florence, AL 35631	X

CITY COUNCIL STAFF REPORT

DATE: June 6, 2023
FROM: Dennis Grant, Engineering Project Manager
SUBJECT: **SS-23-02, Cassandra Estates: Final Plat Approval**

DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat document, a two (2) lot Residential subdivision.

HISTORY

- a. Applicant: Cassandra Lindquist, Member
CL Properties, LLC
2229 W. Canyon Drive
Coeur d'Alene, ID 83815
- b. Location: 505 N. 18th St. (West side of 18th Street between Pennsylvania & Wallace Avenue).
- c. Previous Action:
 1. Preliminary plat approval, March 21, 2023

FINANCIAL ANALYSIS

There are no financial issues with this development.

PERFORMANCE ANALYSIS

This residential development is a re-plat of a portion of Tracts 5 & 6 of the Costello's Acre Tracts First Addition located in Coeur d'Alene. This subdivision created two (2) lots. The conditions will be taken care of at the building permit stage; therefore, the document is ready for approval and recordation.

DECISION POINT RECOMMENDATION

City Council approval of the final plat document

CASSANDRA ESTATES

A SUBDIVISION OF A PORTION OF TRACTS 5 & 6, COSTELLO'S ACRE TRACTS FIRST ADDITION
SITUATE IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF
SECTION 18 TOWNSHIP 50 NORTH, RANGE 03 WEST, B.M.,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

PAGE 1 OF 3



VICINITY MAP
NO SCALE

OWNER'S CERTIFICATE

BE IT KNOWN BY THOSE PRESENT THAT CL PROPERTIES LLC, A WASHINGTON LIMITED LIABILITY COMPANY, HEREBY CERTIFIES THAT THEY OWN AND HAVE LAID OUT THE LAND EMBRACED WITHIN THIS PLAT TO BE KNOWN HENCEFORTH AS "CASSANDRA ESTATES", SITUATE IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 50 NORTH, RANGE 03 WEST OF THE BOISE MERIDIAN, CITY OF COEUR D'ALENE KOOTENAI COUNTY, IDAHO, BEING THE NORTH 48.33 FEET OF THE EAST HALF OF TRACT 6, AND THE SOUTH 62.33 FEET OF THE EAST HALF OF TRACT 5 OF COSTELLO'S ACRE TRACTS ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 'C' OF PLATS, RECORDS OF KOOTENAI COUNTY, IDAHO.

AND

THE SOUTH 5.83 FEET OF THE NORTH 82.33 FEET OF THE EAST HALF OF TRACT 5 OF COSTELLO'S ACRE TRACTS FIRST ADDITION ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 'C' OF PLATS, RECORDS OF KOOTENAI COUNTY, IDAHO.

SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 18 AS MARKED BY A 2" ALUMINUM CAP MONUMENT (PER CP#F INSTRUMENT NO. 2594308000) FROM WHICH THE NORTHWEST CORNER OF SAID SECTION AS MARKED BY A 2" ALUMINUM CAP MONUMENT (PER CP#F INSTRUMENT NO. 2347871000) BEARS NORTH 00°22'33" EAST, A DISTANCE OF 2646.20 FEET; THENCE SOUTH 85°43'23" EAST, A DISTANCE OF 391.36 FEET TO THE NORTHWEST CORNER OF BLOCK 1, SANDERS PARK ADDITION ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 'B' OF PLATS, PAGE 109, RECORDS OF KOOTENAI COUNTY, IDAHO, AS MARKED BY A 1" IRON PIPE;

THENCE, SOUTH 89°00'14" EAST, ALONG THE NORTH LINE OF SAID BLOCK ONE, AND NORTH LINE OF SAID COSTELLO'S ACRE TRACTS FIRST ADDITION, A DISTANCE OF 659.50 FEET TO THE NORTHEAST CORNER THEREOF AS MARKED BY A 1" SQUARE BOLT;

THENCE, SOUTH 00°49'27" WEST, ALONG THE EAST LINE OF SAID COSTELLO'S ACRE TRACTS FIRST ADDITION, A DISTANCE OF 658.15 FEET TO THE NORTHEAST CORNER OF THE SOUTH 5.83 FEET OF THE NORTH 82.33 FEET OF SAID TRACT 5, ALSO BEING THE SOUTHEAST CORNER OF TERMAC'S ADDITION ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 'G' OF PLATS, PAGE 110, AS MARKED BY A 5/8" REBAR AND CAP STAMPED "PLS 41 94" AND TRUE POINT-OF-BEGINNING;

THENCE, CONTINUING SOUTH 00°49'27" WEST, ALONG THE EAST LINE OF SAID TRACTS 5 AND 6, A DISTANCE OF 116.83 FEET TO THE SOUTHEAST CORNER OF THE NORTH 48.33 FEET OF SAID TRACT 6;

THENCE, NORTH 89°08'34" WEST, ALONG THE SOUTH LINE OF SAID NORTH 48.33 FEET OF TRACT 6, A DISTANCE OF 149.09 FEET TO THE ACCEPTED WEST LINE OF THE EAST HALF OF SAID TRACT 6;

THENCE, NORTH 01°21'50" EAST, A DISTANCE OF 48.33 FEET TO THE ACCEPTED SOUTHEAST CORNER OF THE EAST HALF OF SAID TRACT 5;

THENCE, NORTH 00°34'02" EAST, ALONG THE WEST LINE OF THE EAST HALF OF SAID TRACT 5, A DISTANCE OF 68.50 FEET TO THE NORTHEAST CORNER OF THE SOUTH 5.83 FEET OF THE NORTH 82.33 FEET OF SAID TRACT 5, ALSO BEING THE SOUTHWEST CORNER OF SAID TERMAC'S ADDITION AS MARKED BY A 5/8" REBAR AND CAP STAMPED "PLS 41 94";

THENCE, SOUTH 89°08'34" EAST, ALONG THE NORTH LINE OF SAID SOUTH 5.83 FEET OF THE NORTH 82.33 FEET OF SAID TRACT 5, AND SOUTH LINE OF SAID TERMAC'S ADDITION, A DISTANCE OF 148.95 FEET RETURNING TO THE POINT-OF-BEGINNING.

CONTAINING 17,387 SQUARE FEET OR 0.399 ACRES, MORE OR LESS.

TOGETHER WITH AND SUBJECT TO EASEMENTS RIGHTS-OF-WAY, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD AND IN VIEW.

BE IT FURTHER KNOWN THAT:

THE OWNERS HEREBY GRANT A 10' UTILITY EASEMENT AS DEPICTED ON PAGE 3 OF THIS PLAT TO THE PUBLIC IN THE NAME OF THE CITY OF COEUR D'ALENE AND FRANCHISE UTILITIES FOR ITS INTENDED USE.

DOMESTIC WATER AND SANITARY SEWAGE DISPOSAL SHALL BE PROVIDED BY THE CITY OF COEUR D'ALENE.

CASSANDRA LINDQUIST, MANAGER
CL PROPERTIES LLC

DATE

5/25/23

NOTARY PUBLIC CERTIFICATE

STATE OF IDAHO } S.S.
COUNTY OF KOOTENAI }

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS 25 DAY OF May, 2023,
BY CASSANDRA LINDQUIST AS MANAGER OF CL PROPERTIES LLC

NOTARY PUBLIC FOR THE STATE OF IDAHO

HEALTH DISTRICT APPROVAL

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON REVIEW BY A QUALIFIED LICENSED PROFESSIONAL ENGINEER (QIPE) REPRESENTING THE CITY OF COEUR D'ALENE AND APPROVAL FOR THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR THE CONTINUED SATISFACTION OF SANITARY RESTRICTIONS. WATER AND SEWER LINES HAVE BEEN COMPLETED AND SERVICES CERTIFIED AS AVAILABLE. SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

THIS 17th DAY OF May, 2023.

Jay Love Land
PANHANDLE HEALTH DISTRICT I

CITY COUNCIL APPROVAL

THIS PLAT HAS BEEN EXAMINED BY THE COEUR D'ALENE CITY COUNCIL AND IS HEREBY APPROVED FOR FILING.

THIS _____ DAY OF _____, 2023.

COEUR D'ALENE CITY CLERK

CITY ENGINEER

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS SUBDIVISION PLAT AND APPROVE THE SAME FOR FILING.

THIS _____ DAY OF _____, 2023.

CITY OF COEUR D'ALENE, ENGINEER

COUNTY RECORDER

THIS MAP WAS FILED IN THE OFFICE OF THE KOOTENAI COUNTY, IDAHO, RECORDER AT THE REQUEST OF ADVANCED TECHNOLOGY SURVEYING & ENGINEERING, INC.

THIS _____ DAY OF _____, 2023, AT _____ O'CLOCK _____ M.

AS INSTRUMENT NUMBER _____ AND DULY RECORDED IN

BOOK _____ OF PLATS AT PAGES _____

KOOTENAI COUNTY RECORDER

BY: _____ FEE: _____
DEPUTY

COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES DUE FOR THE PROPERTY DESCRIBED IN THE OWNERS CERTIFICATE AND DEDICATION HAVE BEEN PAID THROUGH December 31, 2022.

DATED THIS 23rd DAY OF May, 2023.

Amey D. S. D.
KOOTENAI COUNTY TREASURER Deputy Treasurer

COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREIN PLAT AND CHECKED THE PLAT COMPUTATIONS THEREON AND HAVE DETERMINED THAT THE REQUIREMENTS OF THE STATE CODE PERTAINING TO PLATS AND SURVEYS HAVE BEEN MET.

DATED THIS _____ DAY OF _____, 2023.



KOOTENAI COUNTY, SURVEYOR

SURVEYOR'S CERTIFICATE

I, MATTHEW B. MAYBERRY, P.L.S. #8962, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO DO HEREBY CERTIFY THAT THIS PLAT IS BASED ON AN ACTUAL SURVEY OF THE LAND DESCRIBED HEREIN, CONDUCTED BY ME OR UNDER MY SUPERVISION DURING THE PERIOD OF DECEMBER 2022. THAT THE DISTANCES, COURSES AND ANGLES ARE SHOWN THEREON CORRECTLY; AND THAT ALL MONUMENTS HAVE BEEN SET IN ACCORDANCE WITH IDAHO CODES 50-1331 AND 50-1333.

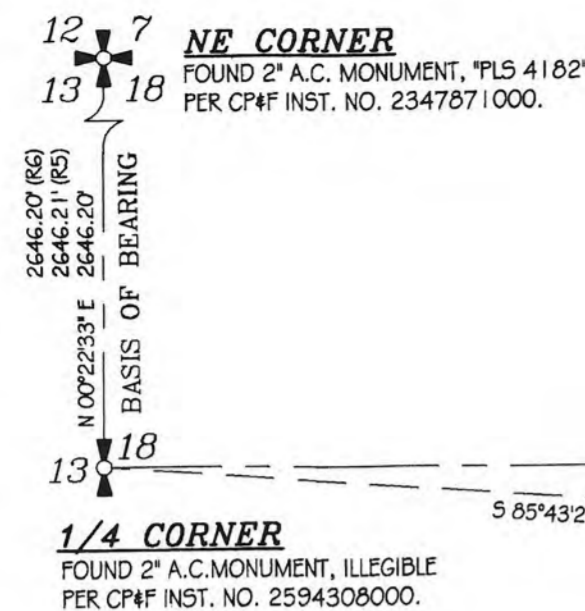


5/15/23

	ADVANCED TECHNOLOGY SURVEYING & ENGINEERING	SCALE: NA
	P.O. BOX 3457, HAYDEN, IDAHO, 83835	CHECKED BY: MBM
	PH. (208)-772-2745 • FAX (208)-762-7731	DATE: 05-15-2023
		DRAWN BY: BPO
		DATE: 02-20-2023
		DWG: PLAT
		PROJ: 22-139

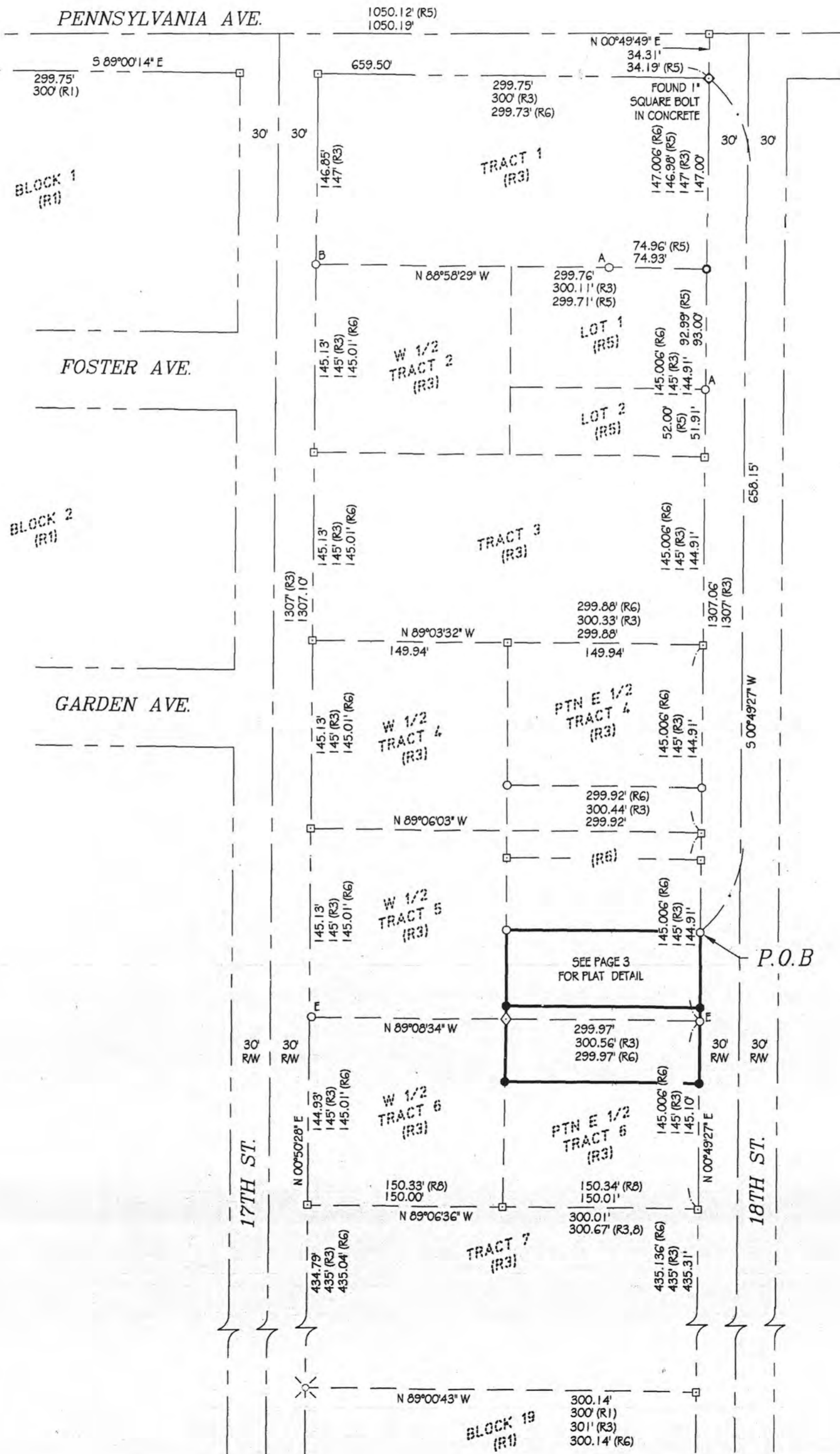
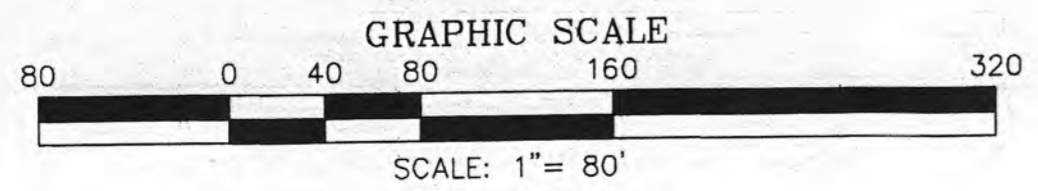
CASSANDRA ESTATES

A SUBDIVISION OF A PORTION OF TRACTS 5 & 6, COSTELLO'S ACRE TRACTS FIRST ADDITION
SITUATE IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF
SECTION 18 TOWNSHIP 50 NORTH, RANGE 03 WEST, B.M.,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO
PAGE 2 OF 3



LEGEND

- SET 5/8" BY 30" REBAR WITH PLASTIC CAP MARKED *ATS 8962*
- FOUND 5/8" REBAR AND CAP MARKED *PLS 4194*
- FOUND 5/8" REBAR AND CAP MARKED *PLS 3451*
- FOUND 1/2" IRON PIPE
- FOUND 5/8" REBAR (NO CAP)
- FOUND 5/8" REBAR IRON ROD
- FOUND 3/4" IRON PIPE
- FOUND 1" REBAR (NO CAP)
- FOUND 2" BRASS CAP MARKED *INITIAL POINT FRENDSORF'S ADD. PLS 3451*
- ◇ FOUND CITY MONUMENT PER (R7) AS NOTED
- ⊗ FOUND PK NAIL AND BRASS TAG MARKED *PLS 4024*
- ◇ GALVANIZED FENCE POST
- CALCULATED POINT (NOTHING FOUND OR SET)
- ⊕ SECTION CORNER
- ⊕ QUARTER CORNER



REFERENCES

- R1) SANDER'S PARK ADDITION BY JAMES W. EDWARDS, RECORDED OCTOBER 1906 IN BOOK 'B' OF PLATS AT PAGE 109.
- R2) COSTELLO'S PARK ADDITION BY JAMES W. EDWARDS, RECORDED OCTOBER 1907 IN BOOK 'B' OF PLATS AT PAGE 145.
- R3) COSTELLO'S ACRE TRACTS 1st ADDITION BY NEIL S. COVENTRY, PE 20, RECORDED MARCH 1923 IN BOOK 'C' OF PLATS AT PAGE 136.
- R4) SURVEY BY LAWRENCE E. CROW, PLS 4024, RECORDED MAY 1981 IN BOOK 03 OF SURVEYS AT PAGE 027.
- R5) FRENDSORF'S ADDITION BY JAMES P. MECKEL, PEPLS 3451, RECORDED JUNE 1993 IN BOOK 'G' OF PLATS AT PAGE 074.
- R6) TERMACS ADDITION BY JON P. MONACO, PLS 4194, RECORDED DECEMBER 1993 IN BOOK 'G' OF PLATS AT PAGE 110.
- R7) W.P.A. CITY PLANNING SURVEY PLAT NO. 4
- R8) UNRECORDED SURVEY BY JOE H. LATIMORE, CE 635, DATED JUNE 17, 1950.
- R9) UNRECORDED SURVEY BY JAMES P. MECKEL, PLS 3451, DATED MAY 12, 1978.
- R10) WARRANTY DEED INSTRUMENT NUMBER 2921098000.

ALL INSTRUMENT NUMBERS, BOOK AND PAGE NUMBERS, PLATS, SURVEYS, DEEDS, AND OTHER DOCUMENTS REFER TO KOOTENAI COUNTY RECORDS, UNLESS OTHERWISE INDICATED.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 18 BETWEEN FOUND MONUMENTS TAKEN TO BEAR NORTH 00°22'33" EAST AND IS IDENTICAL TO THAT OF (R5) HEREIN.

SURVEY NARRATIVE/ NOTES

1. THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF A TITLE COMMITMENT POLICY PREPARED BY TITLE RESOURCES GUARANTY COMPANY, COMMITMENT NUMBER 22464036, DATED NOVEMBER 8, 2022. THIS SURVEY DOES NOT PURPORT TO SHOW THE EXISTENCE OF ALL EASEMENTS AND OR ENCUMBRANCES RECORDED OR UNRECORDED THAT MAY AFFECT THIS PROPERTY. THIS SURVEY DOES SHOW INFORMATION OF EASEMENTS THAT WERE SUPPLIED TO ATS, INC.
2. ANY GRANTING OF PERPETUAL EASEMENTS DEPICTED ON THIS PAGE ARE DETAILED IN THE OWNERS CERTIFICATE, PAGE ONE OF THIS PLAT.
3. THIS SURVEY WAS PERFORMED ACCORDING TO IDAHO CODE FOR LAND BOUNDARY SURVEYS BY ACCEPTED GPS DATA COLLECTION PRACTICES USING A TRIMBLE R10-2 GNSS BASE UNIT AND A TRIMBLE R12I RTK ROVER UNIT. ANY TERRESTRIAL MEASUREMENTS AND TRAVERSES WERE PERFORMED AND ANALYZED TO VERIFY THAT THEY EXCEED THE REQUIREMENTS OF THIS SECTION.
4. THE PURPOSE OF THIS PLAT IS TO SUBDIVIDE THE EXISTING PARCEL ACCORDING TO THE CITY OF COEUR D'ALENE SUBDIVISION ORDINANCE CHAPTER 16.30-SHORT SUBDIVISIONS.
5. THE PLATTED PARCEL MAY BE SUBJECT TO A WATER PIPELINE EASEMENT CONTAINED IN DEED RECORDED IN BOOK 103 OF DEEDS, PAGE 465.
6. THE PLATTED PARCEL MAY BE SUBJECT TO THE TERMS, PROVISIONS, AND CONDITIONS CONTAINED IN WARRANTY DEED INSTRUMENT NUMBER 1279386.
7. PLAT BOUNDARY WAS ESTABLISHED BY HOLDING FOUND CITY MONUMENTS PER (R7) AND PROPORTIONATE DISTANCES FOR THE NORTHEAST AND NORTHWEST CORNERS OF (R3). THE SOUTHEAST CORNER OF (R3) WAS ESTABLISHED BY HOLDING FOUND MONUMENT AT THE SOUTHWEST CORNER PER (R6) AND BY THE DISTANCE ALONG THE WEST LINE OF (R3) PER (R6). TRACT CORNERS WERE THEN ESTABLISHED BY PROPORTIONATE DISTANCES BETWEEN FOUND MONUMENTS, AND CALCULATED POINTS. THE NORTH LINE OF THE PLATTED PROPERTY WAS ESTABLISHED BY HOLDING FOUND MONUMENTS ALONG LOT 2, BLOCK 1, (R6). THE SOUTH LINE OF THE PLATTED PROPERTY WAS ESTABLISHED BY PROPORTIONATE DISTANCES. THE WEST LINE OF THE PLATTED PROPERTY WAS ESTABLISHED BY PROPORTIONATE DISTANCE FOR THE SOUTHWEST CORNER OF THE EAST HALF OF TRACT 6, BY HOLDING THE RECORD DISTANCE (150') WEST ALONG THE NORTH LINE OF SAID TRACT 6 FROM FOUND MONUMENT AT THE NORTHWEST CORNER OF SAID TRACT 6 PER (R9), AND FOUND MONUMENTS ALONG THE WEST LINE OF (R6).



ATS INC.
ADVANCED TECHNOLOGY SURVEYING & ENGINEERING

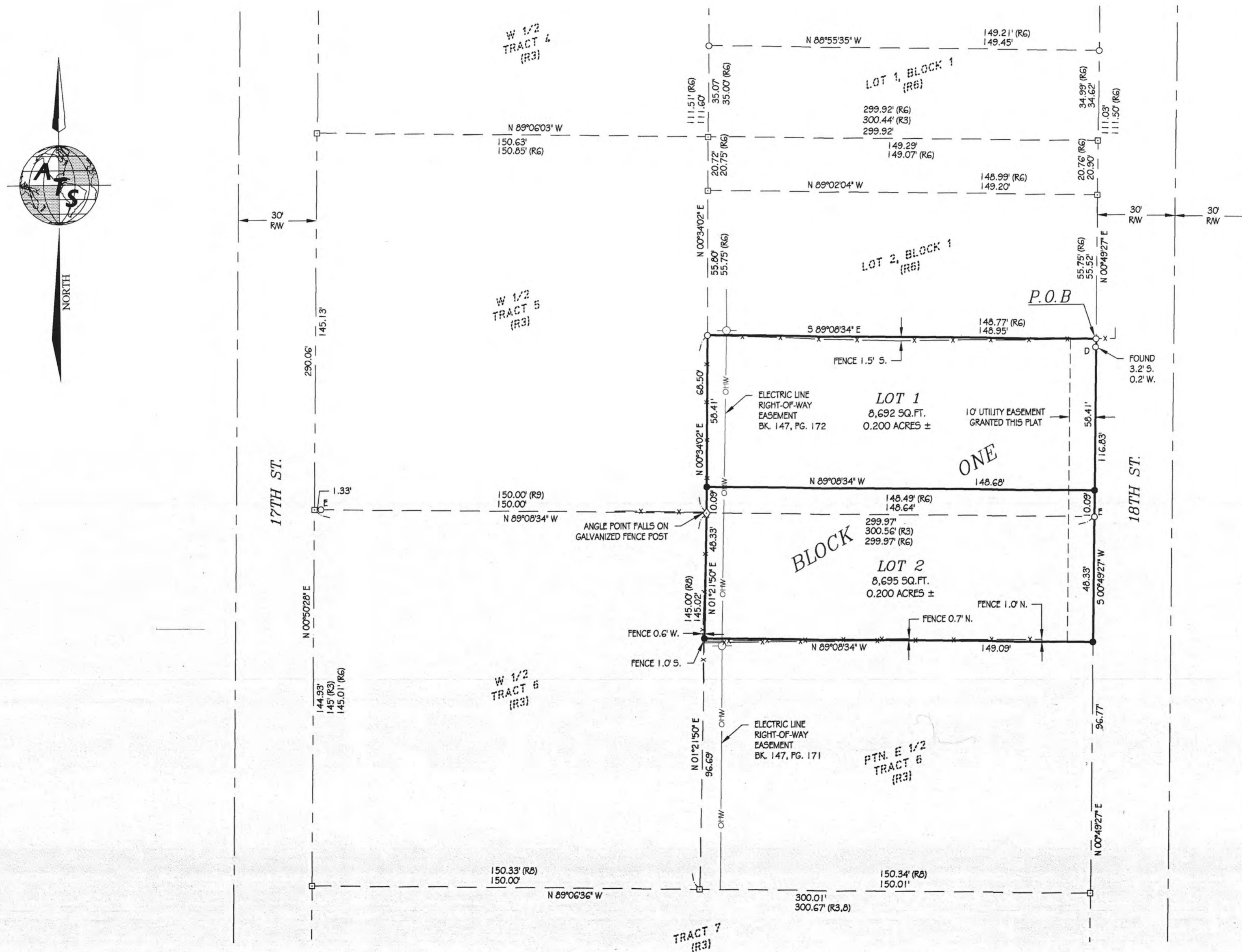
P.O. BOX 3457, HAYDEN IDAHO, 83835
• PH. (208)-772-2745 • FAX (208)-762-7731 •

SCALE: 1"=80'
CHECKED BY: MM
DATE: 05-15-2023
DRAWN BY: BPO
DATE: 1-03-2023
DWG: ROS
PROJ: 22-139

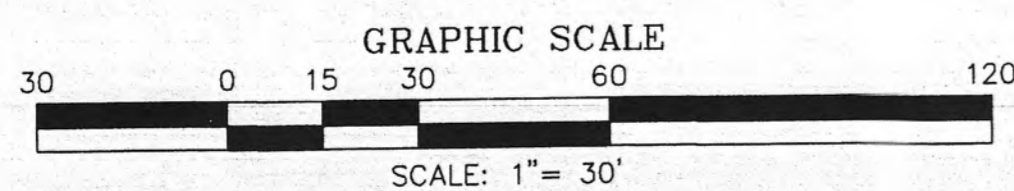
CASSANDRA ESTATES

A SUBDIVISION OF A PORTION OF TRACTS 5 & 6, COSTELLO'S ACRE TRACTS FIRST ADDITION
 SITUATE IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF
 SECTION 18 TOWNSHIP 50 NORTH, RANGE 03 WEST, B.M.,
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO
 PAGE 3 OF 3

BOOK _____ PAGE _____
 INST NO. _____



- ### LEGEND
- SET 5/8" BY 30" REBAR WITH PLASTIC CAP MARKED *ATS PLS 8962*
 - FOUND 5/8" REBAR AND CAP MARKED *PLS 4194*
 - FOUND 5/8" REBAR AND CAP MARKED *PLS 3451*
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 - FOUND 1" REBAR (NO CAP)
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 - FOUND 2" BRASS CAP MARKED *INITIAL POINT FRENSDORF'S ADD. PLS 3451*
 - ◇ FOUND CITY MONUMENT PER (R7) AS NOTED
 - ◇ FOUND PK NAIL AND BRASS TAG MARKED *PLS 4024*
 - ◇ GALVANIZED FENCE POST
 - CALCULATED POINT (NOTHING FOUND OR SET)
 - ⊕ SECTION CORNER
 - ⊕ QUARTER CORNER
 - OHW — OVERHEAD WIRES
 - x — x — EXISTING FENCE
 - POWER POLE



Professional Land Surveyor
 Registered
 8962
 State of Idaho
 Matthew B. Mayerberry
 5/15/23

ADVANCED TECHNOLOGY SURVEYING & ENGINEERING

P.O. BOX 3457, HAYDEN IDAHO, 83835
 * PH. (208)-772-2745 * FAX (208)-762-7731 *

SCALE: 1"=30'

CHECKED BY: MM
 DATE: 05-15-2023

DRAWN BY: BPO
 DATE: 02-20-2023

DWG: PLAT
 PROJ: 22-139

RESOLUTION NO. 23-037

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE PURCHASE OF THREE (3) HPE GEN 10PLUS 24CORE SERVERS AND RELATED EQUIPMENT FROM GENISYS CORPORATION, IN THE AMOUNT OF \$80,946.39, FOR THE WATER DEPARTMENT SERVER UPDATES PROJECT.

WHEREAS, Terry Pickle, Water Department Director, is recommending that the City of Coeur d'Alene approve the purchase of three (3) HPE Gen 10Plus 24Core Servers and Related Equipment from Genisys Corporation, in the Amount of \$80,946.39, for the Water Department Server Updates Project, per the attached Exhibit "A" and incorporated herein by reference;

WHEREAS, it is in the best interests of the City to purchase these servers.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City authorize the purchase of three (3) HPE Gen 10Plus 24Core Servers and Related Equipment from Genisys Corporation, in the Amount of \$80,946.39, for the Water Department Server Updates Project, per the attached Exhibit "A" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact; and

BE IT FURTHER RESOLVED that the Mayor and City Clerk be directed to take such steps necessary to effect said purchase on behalf of the City.

DATED this 6th day of June, 2023.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

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

_____ was absent. Motion _____.

Water Server Cluster
026 -021-4347-7400

Genisys Corporation - Maplewood Business Partners
1400 112th Ave SE Ste 100
Bellevue, WA 98004
206-636-0782
daveg@genisyscorp.com



INVOICE

BILL TO
CITY OF COEUR D'ALENE
Accounts Payable
710 E. Mullan Avenue
COEUR D'ALENE, ID 83814

SHIP TO
CITY OF COEUR D'ALENE
Brandon Jank
710 E. Mullan Avenue
COEUR D'ALENE, ID 83814

INVOICE # 1629
DATE 04/24/2023
DUE DATE 05/31/2023
TERMS Net 30

SHIP DATE 05/01/2023 **SHIP VIA** Ground **TRACKING NO.** See line items **PURCHASE ORDER** IT-042423-1639 **SALESPERSON** DG

QTY	PART NUMBER	DESCRIPTION	EACH	AMOUNT
3	HPE	DL380 Gen 10Plus 24Core Servers EACH SERVER IDENTICALLY- AS SHOWN BELOW 1	17,987.00	53,961.00
1	HPE	P05172-B21 HPE DL380 Gen10+ 8SFF NC CTO Svr	0.00	0.00
2	HPE	P36931-B21 Intel Xeon-Gold 5317 3.0GHz 12-core 150W Processor for HPE EACH SERVER	0.00	0.00
2	HPE	P27095-B21 HPE DL380 Gen10+ High Perf Heat Sink Kit EACH SERVER	0.00	0.00
24	HPE	P06033-B21 HPE 32GB 2Rx4 PC4- 3200AA-R Smart Kit (768GB per Server) EACH SERVER	0.00	0.00
1	HPE	P07818-B21 HPE DDR-4 DIMM Blanks Kit EACH SERVER	0.00	0.00
2	HPE	P40502-B21 HPE 480GB SATA MU SFF BC MV SSD EACH SERVER	0.00	0.00
1	HPE	804326-B21 HPE Smart Array E208i-a SR Gen10 Ctrlr EACH SERVER	0.00	0.00
1	HPE	P01366-B21 HPE 96W Smart Stg Li-ion Batt 145mm Kit EACH SERVER	0.00	0.00
2	HPE	865408-B21 HPE 500W FS Plat Ht Plg LH Pwr Sply Kit EACH SERVER	0.00	0.00
1	HPE	Rail kit EACH SERVER	0.00	0.00
1	HPE	867809-B21 HPE Gen10 2U Bezel Kit EACH SERVER	0.00	0.00
1	HPE	804405-B21 HPE Smart Array P408e-p SR Gen10 Ctrlr EACH SERVER	0.00	0.00
1	HPE	P26262-B21 Broadcom BCM57414 Ethernet 10/25Gb 2-port SFP28 Adapter for HPE	0.00	0.00

QTY	PART NUMBER	DESCRIPTION	EACH	AMOUNT
		(Replaced Unsupported 867334-B21 Blank intentionally		
3	HPE	656596-B21 HPE 10GbE 2p Base-T 57810S Adptr EACH SERVER	95.00	285.00
6	HPE	P9D94A HPE SNQ1100Q Dual Port 16GB FC HBA (shipped separately) EACH SERVER	450.00	2,700.00
		Blank intentionally		
3	Microsoft	Microsoft - Microsoft Windows Server 2022 Datacenter License - 24 cores - DVD - English Order Confirm # 50-30285-21, 50-30285-11	7,314.13	21,942.39
3	HPE	BD505A iLO 5 Advanced	249.00	747.00
3	Product	P10097-B21 Broadcom BCM57416 Ethernet 10Gb 2-port BASE-T OCP3 Adapter 772145799571	125.00	375.00
3	Product	P14587-B21 HPE DL38x Gen10 Plus x8/x16/x8 Secondary Riser Kit	169.00	507.00
3	Product	P13771-B21 HPE Trusted Platform Module 2.0 Gen10 Plus Black Rivets Kit	0.00	0.00T

SUBTOTAL	80,517.39
TAX	0.00
SHIPPING	429.00
TOTAL	80,946.39
BALANCE DUE	\$80,946.39

Pay from:
 026-021-4347-7400
 Water Server Cluster



**PERSONAL PROPERTY & SERVICES PRICE
REASONABLENESS FORM**

To: Finance Department

From: Information Systems / Water Department

Date: 4/20/2023

Required Action: Complete for procurements of:

- Any titled or rolling stock for not more than \$50,000;
- Property with a useful life of one year and more that cost between \$20,000 - 50,000
- All property between \$50,000 and \$100,000;

Personal property or Service Description: HPE Gen10+ Server Cluster

Purchase in financial plan? Yes No If yes, budget amount in financial plan - \$ 95,000

If non-budgeted – Date Council approved: _____

Competitive Quotes Obtained:

1st vendor name and price: Genisys Corp \$80,946.39

2nd vendor name and price: CDWG \$354,477.78

3rd vendor name and price: Ednetics \$159,567.38

If Competitive Quotes not obtained, provide Price Reasonableness Analysis: _____

Vendor Awarded: Genisys Corp Date: 4/24/2023

New vendor to the City? Yes No If yes, attach a completed W-9

Department Head Signature: [Signature]

Department: Water Dept. Date: 5/30/23

Comptroller Approval Signature: [Signature]



Pricing Summary

Prepared For: City of Coeur D'Alene
Customer #: 6946920

Project: HPE DL380 Gen10+ Server
Date: 4/19/2023

Submitted By: Ashton Sellers
Senior Account Manager
Phone: 312-705-5567
E-Mail: ashtsel@cdwg.com
Quote #: CDW-G Solutions

Qty.	Description	Extended Sell
1	DL380 Gen10+ Server	\$ 354,477.78
Total:		\$ 354,477.78
		Extended Sell
Solution Total:		\$ 354,477.78

Prepared By: Katrina Davis (Solutions Architect Support Specialist)

Prices are contingent on final pricing approval from Manufacturer

Quote provided based on specification provided by customer. No workload validation has been done.

The terms and conditions provided on this link apply: <https://www.cdwg.com/content/cdwg/en/terms-conditions.html>

Applicable Taxes and Shipping not shown.



DL380 Gen10+ Server Detail



Date: 4/19/2023

Quote #: QUO-15176542-J4N2K1-0

	Qty.	Part Numbers	Description	
Hardware	3	P05172-B21	HPE DL380 Gen10+ 8SFF NC CTO Svr	
	3	P05172-B21#ABA	HPE DL380 Gen10+ 8SFF NC CTO Svr	
	6	P36931-B21	INT Xeon-G 5317 CPU for HPE	
	72	P06033-B21	HPE 32GB 2Rx4 PC4-3200AA-R Smart Kit	
	6	P40502-B21	HPE 480GB SATA MU SFF BC MV SSD	
	3	P14587-B21	HPE DL38X Gen10+ x8/x16/x8 Sec Riser Kit	
	6	P9D94A	HPE SN1100Q 16Gb 2p FC HBA	
	3	P37038-B21	HPE DL380 Gen10+ x8/x16/x8 Prim FIO Kit	
	3	804405-B21	HPE Smart Array P408e-p SR Gen10 Ctrlr	
	3	804405-B21#0D1	HPE Smart Array P408e-p SR Gen10 Ctrlr	
	3	P26253-B21	BCM 57416 10GbE 2p BASE-T Adptr	
	3	P01366-B21	HPE 96W Smart Stg Li-ion Batt 145mm Kit	
	3	P26325-B21	Broadcom MR216i-a Cntrl for HPE Gen10+	
	3	P10115-B21	BCM 57414 10/25GbE 2p SFP28 OCP3 Adptr	
	3	P14608-B21	HPE DL38X Gen10+ Max Perf Fan Kit	
	6	P38995-B21	HPE 800W FS Plat Ht Plg LH Pwr Sply Kit	
	6	P38995-B21#0D1	HPE 800W II FS Plat HtPlg Pwr Supply Kit	
	3	P55467-B21	HPE DL38x 8SFF SAS/SATA TM Cbl Kit	
	3	867809-B21	HPE Gen10 2U Bezel Kit	
	3	P13771-B21	HPE Gen10 Plus TPM BR Module Kit	
	3	P07818-B21	HPE DDR-4 DIMM Blanks Kit	
3	P22018-B21	HPE DL38X Gen10+ 2U SFF EI Rail Kit		
6	P27095-B21	HPE DL380 Gen10+ High Perf Heat Sink Kit		
6	Q1J09B	HPE D3610 Enclosure		
72	P23863-K21	HPE 16TB SAS 7.2K LFF SC ISE MV HDD		
3	Q1J10B	HPE D3710 Enclosure		
18	P49048-K21	HPE 1.6TB SAS MU SFF SC MV SSD		
				Extended Sell
Hardware Total:				\$ 284,304.33
Software	3	P45916-B21	MS WS22 16C DC FIO Npi WW SW	
	6	P46213-B21	MS WS22 4C DC Add Lic WW SW	
				Extended Sell
Software Total:				\$ 23,165.52
Support	3	BD507A	HPE iLO Adv AKA Lic 3yr Support	
	3	HU4A6A5#R2M	HPE iLO Advanced Non Blade Support	
	9	HU4A6A5#14C	HPE D2000 Disk Enclosure Support	
	3	HU4A6A5#Z5B	HPE Proliant DL380 Gen10+ Support	
				Extended Sell
Support Total:				\$ 35,646.75
Services	1	HA114A1	HPE Installation and Startup Service	
	3	HA114A1#5A6	HPE Startup 300 Series OS SVC	
	1	HA113A1	HPE Installation SVC	
	9	HA113A1#564	HPE Install MSA D3000 DriveEncl Service	
	1	HU4A6A5	HPE 5Y Tech Care Essential SVC	
				Extended Sell
Services Total:				\$ 11,361.18
				Extended Sell
Solution Total:				\$ 354,477.78

Pricing expires 30 calendar days from date on Proposal

Prepared By: Katrina Davis (Solutions Architect Support Specialist)

Prices are contingent on final pricing approval from Manufacturer

Quote provided based on specification provided by customer. No workload validation has been done.

The terms and conditions provided on this link apply: <https://www.cdwg.com/content/cdwg/en/terms-conditions.html>

Applicable Taxes and Shipping not shown.



HPE Server Systems - DL380 Gen10 Plus

Customer
 City of Coeur D'Alene
 710 E Mullan Ave
 Coeur D Alene, ID 83814-3958

 Brandon Jank
 bjank@cdaid.org
 (208) 769-2255

Ship to
 City of Coeur D'Alene
 710 E Mullan Ave
 Coeur D Alene, ID 83814-3958
 (208) 769-2255

Bill To
 City of Coeur D'Alene
 710 E Mullan Ave
 Coeur D Alene, ID 83814-3958
 (208) 769-2255

Prepared By
 Larry Hyndman
 larry@ednetics.com
 P (208) 262-2049
 F (208) 777-4708

NASPO HPE Data Comm Contract #: AR3228, Idaho PADD20210680

HPE DL380 Gen10+ Servers - 3 Systems

Line	Part Number	Description	Price	Qty	Ext. Price
1	P05172-B21	HPE DL380 Gen10+ 8SFF NC CTO Svr	\$2,355.10	3	\$7,065.30
2	P05172-B21#ABA	HPE DL380 Gen10+ 8SFF NC CTO Svr	\$0.00	3	\$0.00
3	P36931-B21	INT Xeon-G 5317 CPU for HPE	\$1,190.49	6	\$7,142.94
4	P36931-B21#0D1	Factory Integrated	\$0.00	6	\$0.00
5	P06033-B21	HPE 32GB 2Rx4 PC4-3200AA-R Smart Kit	\$1,158.32	72	\$83,399.04
6	P06033-B21#0D1	Factory Integrated	\$0.00	72	\$0.00
7	P40502-B21	HPE 480GB SATA MU SFF BC MV SSD	\$779.20	6	\$4,675.20
8	P40502-B21#0D1	Factory Integrated	\$0.00	6	\$0.00
9	P14587-B21	HPE DL38X Gen10+ x8/x16/x8 Sec Riser Kit	\$189.55	3	\$568.65
10	P14587-B21#0D1	Factory Integrated	\$0.00	3	\$0.00
11	P26253-B21	BCM 57416 10GbE 2p BASE-T Adptr	\$772.91	3	\$2,318.73
12	P26253-B21#0D1	Factory Integrated	\$0.00	3	\$0.00
13	P37038-B21	HPE DL380 Gen10+ x8/x16/x8 Prim FIO Kit	\$150.39	3	\$451.17
14	804405-B21	HPE Smart Array P408e-p SR Gen10 Ctrlr	\$3,325.25	3	\$9,975.75
15	804405-B21#0D1	HPE Smart Array P408e-p SR Gen10 Ctrlr	\$0.00	3	\$0.00
16	P9D94A	HPE SN1100Q 16Gb 2p FC HBA	\$2,063.42	6	\$12,380.52
17	P9D94A#0D1	Factory Integrated	\$0.00	6	\$0.00
18	P01366-B21	HPE 96W Smart Stg Li-ion Batt 145mm Kit	\$141.30	3	\$423.90
19	P01366-B21#0D1	Factory Integrated	\$0.00	3	\$0.00
20	P10118-B21	HPE 10/25GbE 2P SFP28 QL41232 OCP3 Adptr	\$887.62	3	\$2,662.86
21	P10118-B21#0D1	Factory Integrated	\$0.00	3	\$0.00
22	P37042-B21	HPE DL300 Gen10+ 2U Stnd Fan Kit	\$49.66	3	\$148.98
23	P37042-B21#0D1	Factory Integrated	\$0.00	3	\$0.00
24	P38995-B21	HPE 800W FS Plat Ht Plg LH Pwr Sply Kit	\$366.52	6	\$2,199.12

HPE DL380 Gen10+ Servers - 3 Systems

Line	Part Number	Description	Price	Qty	Ext. Price
25	P38995-B21#0D1	HPE 800W II FS Plat HiPlg Pwr Supply Kit	\$0.00	6	\$0.00
26	P45916-B21	MS WS22 16C DC FIO Npi WW SW	\$4,790.15	3	\$14,370.45
27	P46213-B21	MS WS22 4C DC Add Lic WW SW	\$1,198.99	6	\$7,193.94
28	P46213-B21#0D1	Factory Integrated	\$0.00	6	\$0.00
29	867809-B21	HPE Gen10 2U Bezel Kit	\$60.85	3	\$182.55
30	867809-B21#0D1	Factory Integrated	\$0.00	3	\$0.00
31	P07818-B21	HPE DDR-4 DIMM Blanks Kit	\$90.23	3	\$270.69
32	P07818-B21#0D1	Factory Integrated	\$0.00	3	\$0.00
33	P22018-B21	HPE DL38X Gen10+ 2U SFF EI Rail Kit	\$100.72	3	\$302.16
34	P22018-B21#0D1	Factory Integrated	\$0.00	3	\$0.00
35	P27095-B21	HPE DL380 Gen10+ High Perf Heat Sink Kit	\$82.53	6	\$495.18
36	P27095-B21#0D1	Factory Integrated	\$0.00	6	\$0.00
37	804326-B21	HPE Smart Array E208i-a SR Gen10 Ctrlr	\$989.75	3	\$2,969.25
Please Note: Current Estimated Lead Time to Ship for the above Server Systems is between 16 & 26 Days.					
38	SHIPPING	Estimated Standard Freight Delivery Charges - Final charges will be reflected on the final Invoice.	\$371.00	1	\$371.00

HPE DL380 Gen10+ Servers - 3 Systems Subtotal **\$159,567.38**

Quote Summary

HPE DL380 Gen10+ Servers - 3 Systems	\$159,567.38
Subtotal	\$159,567.38
Total	\$159,567.38

Terms and Conditions Agreement

This agreement (Agreement) is by and between City of Coeur D'Alene (Customer) and Ednetics Inc. (Ednetics) and documents the terms and conditions of Quote 77974 (Quote).

Unless superseded in writing by a Master Terms and Conditions Agreement the terms of this Agreement are binding and together with any associated written services scope of work, and any future change orders or additional quotes related to this project, constitute the entire contract between Ednetics and Customer. Customer agrees to waive all provisions contained in any form or in any written or verbal communication, including any forthcoming purchase orders that would negate, limit, extend, or otherwise modify or conflict with provisions within this Agreement unless and until agreed to in writing, as evidenced by an Ednetics officer's signature. Customer submission of a purchase order indicates your agreement to all terms and conditions included in this document.

Pricing and Availability

Pricing in this Quote is subject to change as a result of increased material costs, (the term "material" as used herein shall include equipment), labor costs, or applicable taxes that occur prior to final execution of this Agreement. Pricing does NOT include applicable taxes, insurance, delivery, setup fees, cabling services or material unless specifically listed in the quote. Ednetics cannot guarantee delivery date as material supply is subject to availability.

Materials will be delivered directly to Customer. These materials are ordered and delivered as they become available. Upon shipping of materials, an invoice for those materials will be generated and Customer agrees to pay the invoice in accordance with the Invoicing Terms described below. Due to backorders, multiple suppliers, or other issues outside of Ednetics control, materials may ship at different times resulting in multiple invoices.

All materials will be F.O.B. shipping point with all risk of loss or damage transferring to the Customer when shipping from a supplier of Ednetics choosing.

Disclaimer of Warranties

Ednetics does not warrant that the materials, or any products or results of the use thereof, will meet customer's or any other person's requirements, operate without interruption, or achieve any intended result. All third-party materials are provided without warranty by Ednetics and are limited to any warranties provided by the manufacturer of the same. Ednetics agrees to reasonably cooperate with Customer's efforts to process third-party warranty claims by providing supporting shipping documents, contact information, or other peripheral support.

Invoicing Terms

Generally, invoice line items will match each line item included in this Quote regardless of Customer purchase order format. Due to billing products in quantities as they are shipped to Customer, only a portion of each quoted line item on the Quote may be included on an invoice with the remaining portion of the quoted line item reflected on a future invoice.

Customer will be responsible for reimbursing Ednetics for all sales, use, excise or other taxes. These items will be added to the invoice in the amount incurred by Ednetics unless the Quote associated with this Agreement specifically indicates these will be provided at no cost.

Payment for all invoices will be due within 30 days of the invoice date. However, Ednetics will have the continuing right to approve Customer's credit on an ongoing basis, and may, at times, require advance payment if Ednetics determines Customer has significant balances that remain unpaid after the due date or based upon other payment history.

Any invoice dispute must be submitted in writing to receivables@ednetics.com prior to the due date of any disputed invoice. A service charge of the lesser of 1.0% of the outstanding balance or the highest amount permitted by law, will be charged each month on all past due invoices, including for any disputed amounts determined to have been valid. Any temporary waiver on the service charge shall not constitute a waiver of the future rights of Ednetics to impose the service charge for past due invoices.

Returns

Based on written consent from an authorized Ednetics representative, returns of product purchased may be eligible in certain, limited circumstances if requested within 30 days from the date of shipment. If approved, product should be returned either un-opened or in all of its original packaging. Upon completion of any authorized return, a credit memo will be issued to Customer to be applied at Customer discretion. Any credit provided for returns will be reduced by manufacturer specific restocking fees, as applicable. Customer agrees to assume financial responsibility for all transportation costs associated to a return. Returns or refunds due to defective product are to be handled as warranty claims directly with the manufacturer.

Submission

Please submit PO to: orders@ednetics.com or fax to: (208) 777-4708

OTHER BUSINESS

**CITY COUNCIL
STAFF REPORT**

DATE: JUNE 6, 2023

FROM: CHRIS BOSLEY – CITY ENGINEER

**SUBJECT: KELLER ASSOCIATES PROFESSIONAL SERVICES AGREEMENT
AMENDMENT NO. 1**

DECISION POINT:

Should Council approve Amendment No. 1 to the Professional Services Agreement with Keller Associates for the Independence Point Stormwater Improvements?

HISTORY:

In 2021, the City of Coeur d’Alene was awarded \$695,000 from the Idaho Department of Environmental Quality for a Building Idaho’s Future grant (now called the Leading Idaho Subaward Program). The goal of the program is to fund projects that will reduce phosphorus loading into Lake Coeur d’Alene. The City was awarded funding for three stormwater reduction projects in three separate drainage areas; Mullan Road, Sanders Beach/11th Street Marina, and Independence Point. Independence Point is the largest of the three with approximately 131 acres draining to the outfall. Keller Associates was contracted for \$36,900 to perform a conceptual design and hydraulic analysis of the stormwater system that would reduce the amount of stormwater entering Lake Coeur d’Alene. Because this drainage area is larger and more complex than others recently completed, the cost estimate for construction was much higher than the funding available. The project area was scaled back to include approximately half of the drainage area where most of the phosphorus is believed to be generated. City Council approved requesting an additional \$688,000 from IDEQ which was granted, making the reduced project achievable.

FINANCIAL ANALYSIS:

The cost for the amendment is \$123,680, which would be funded through the IDEQ grant. The total funding available for this project is approximately \$900,000, depending on any changer orders that may arise during the Sanders Beach stormwater project.

PERFORMANCE ANALYSIS:

Approval of this Amendment will enable Keller Associates to continue further analysis of the stormwater system and develop a final design and bid package for construction. Construction is anticipated for Spring of 2024.

DECISION POINT/RECOMMENDATION:

City Council should approve Amendment No. 1 to the Professional Services Agreement with Keller Associates for the Independence Point Stormwater Improvements.

RESOLUTION NO. 23-038

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH KELLER ASSOCIATES, INC., FOR THE INDEPENDENCE POINT STORMWATER IMPROVEMENTS.

WHEREAS, pursuant to Resolution No. 22-035 adopted the 2nd day of August, 2022, the City of Coeur d'Alene entered into a Professional Services Agreement with Keller Associates Inc.; and

WHEREAS, the City Engineer is requesting approval of Amendment No. 1 to the Professional Services Agreement as set forth in an 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 authorized.

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 agreement, attached hereto as Exhibit "A" and by this reference incorporated herein, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said Amendment to the extent the substantive provisions of the Amendment remain intact

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.

DATED this 6th day of June, 2023.

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 _____.

Description of Modifications:

To support the Owner with the implementation of Alternative 1, the Consultant will provide the following services:

Modify Task 1 – Project Management

Amends Task 1 to include additional project administration budget for the increased project duration for survey through construction. Construction is anticipated to be completed by June 2024. Increases the agreement time period by 12 months.

Add Task 4 – Survey

Consultant Responsibilities:

This task includes a topographic survey of the project improvement areas shown in Figure 2. The following survey services are included in this task:

- 4.1 Improvement Areas Site Surveys. Provide topographic survey of the areas directly surrounding the proposed improvement sites as needed for design. Survey to include existing surface features within existing right-of-way (ROW) including ground shots, edge of pavement, roadway centerlines, curb and gutter, roadway striping, mailboxes, driveways, sidewalk, vegetation, utilities located by Dig-Line, and other visible structures.
- 4.2 Stormwater System Surveys. Survey to include manhole rim elevations, pipe invert elevations, and pipe diameters. Survey extents will be one (1) manhole upstream and downstream from the proposed improvement sites. Catch basins (if any) in this vicinity will be surveyed including rim, sump, pipe invert elevations, and pipe diameter.
- 4.3 Existing Utilities. Contact the Dig-Line for the purpose of requesting field locates and maps of subject utilities such as gas, power, telephone, water, sanitary sewer, storm drainage, cable T.V., street lighting, irrigation, and other utilities that respond to the request for utility locates. Complete survey of utilities within the improvement areas.
- 4.4 Monument Preservation. Conduct monument preservation survey for the project limits shown on Figure 2. Display survey monuments on the drawings.
- 4.5 CAD Base Map. Develop CAD drawing from collected survey points, utility research, and ROW research. Base survey map to be used for design drawings. Base map will incorporate Owner GIS data, available aerial imagery, horizontal survey data, and information provided by utilities (identified with input from Dig-Line).
- 4.6 Benchmarks. Establish benchmarks for future construction reference.

Owner Responsibilities:

- Provide access to existing City records including any records of survey or plats within the project area.
- Provide parcel owner information for parcels located adjacent or within the project area.
- Identify local benchmark(s) the Owner would like the survey to tie into, if any.
- Provide Consultant with desired horizontal and vertical survey control.

Assumptions:

- ROW and boundary surveying will not be completed. Parcel data from the City's GIS will be used to approximate right-of-way locations for other areas.
- Traffic control will not be needed to complete the survey.
- All project improvements and construction can be completed within the existing ROW.

Deliverables:

- Topographic Base Map (pdf)

Add Task 5 – Geotechnical Investigation

Consultant Responsibilities:

This task includes geotechnical analysis of subsurface soils to develop infiltration rates for use in the design of new stormwater improvements within the project boundary. Geotechnical analysis will be completed by sub-consultant, STRATA, Inc.

- 5.1 Utility Locate. Contact Dig-Line to locate existing utilities prior to drilling activities. Coordinate with City to obtain a ROW permit prior to field exploration (if required).
- 5.2 Review Existing Data. Review soil and geologic mapping of the site and surrounding area.
- 5.3 Borings. Drill up to four (4) borings to depth of approximately 10 to 20 feet below the existing ground surface or to refusal on dense gravel, debris, bedrock, or other obstruction. Boring will not be performed to penetrate refusal material. Borings will be drilled to obtain bulk samples of the subsurface soils for potential laboratory testing. The borings will be backfilled with cuttings and imported aggregate (if necessary). If borings occur in paved locations, these locations will be patched with concrete or cold mix asphalt upon completion. Traffic control will not be provided by sub-consultant as a part of this task. Sub-consultant will cone off drill rig and place traffic warning signs.
- 5.4 Infiltration Testing. Conduct infiltration testing at each of the boring locations to evaluate the soil's infiltration characteristics. Infiltration testing may be accomplished in separate borings adjacent to the above referenced exploration boring locations based on traffic consideration, access limitations, and utility conflicts, and will be drilled near each of the intersections to a depth of approximately ten feet to facilitate infiltration testing.
- 5.5 Soil Classification. The soils in the borings will be described and classified and the soil profiles will be logged. The depth to groundwater will be recorded, if encountered. The depth and locations of the borings may be modified based on the conditions encountered.
- 5.6 Laboratory Testing. Perform laboratory testing on select soil samples to assess the soil characteristics which will include grain size distribution.
- 5.7 Geotechnical Technical Memorandum. Prepare a technical memorandum summarizing geotechnical exploration and infiltration testing results in electronic format. Report to include exploration logs, laboratory test results, and schematics to illustrate geotechnical findings. Report will provide stormwater disposal recommendations.

Owner Responsibilities:

- Provide Consultant with any soil and geologic mapping of the site and surrounding area, if available.

Assumptions:

- Assumes approximate drywell locations per Figure 2.

Deliverables:

- Geotechnical Investigation Memorandum (pdf)

Add Task 6 – Final Design Services

Consultant Responsibilities:

6.1 50% Design. Advance the Alternative 1 design from the preliminary level. The following subtasks are anticipated:

- a. 50% Design Drawings. Create construction drawings to the 50% level of completion. Drawings to include title sheet, sheet index, lines and symbol legend, project overview, survey control, stormwater plan sheets, and preliminary details. Submit a review set of plans to the Owner.
- b. 50% Design Level Opinion of Probable Cost. Update opinion of probable construction costs for design improvements to the 50% design level.
- c. Meeting #3 – 50% Design Review. Hold 50% design review meeting with the Owner. The purpose of this meeting will be to review the 50% drawings and outline specifications and to update the team on project progress and remaining tasks.

6.2 Final Design. Prepare Final Design plans and specifications for submittal to Owner for review and approval. The following subtasks are anticipated:

- a. Final Design Drawings. Incorporate Owner comments on 50% design. Advance 50% drawings and specifications to Final Design (100%) level. Plans to include title sheet, sheet index, lines and symbol legend, project overview, survey control, stormwater plan sheets, and final details. Submit a review set of plans to the Owner.
- b. Specifications. Technical specifications will be based on the ISPWC 2020 edition with supplemental technical specifications. Prepare supplemental technical specifications and special provisions to detail the materials, processes, and products that are not included in the ISPWC. Provide front-end contract documents that will include standard bidding forms, contract forms, construction forms, general conditions, and supplemental conditions based on the 2018 edition of EJCDC.
- c. Final Design Level Opinion of Probable Cost. Update opinion of probable construction costs for design improvements. For the 100% cost estimate, utilize the bid schedule developed for the project.
- d. Meeting #4 – Final Design Review. The purpose of this meeting will be to review the 100% drawings and specifications prior to bidding.
- e. Final Approval. Upon Owner review, incorporate appropriate revisions into a final set of stamped drawings and specifications that will be used for bidding.

Owner Responsibilities:

- Attend and participate in Meetings.
- Provide timely review of deliverables.
- Register drywells with IDWR and pay any associated fees.
- Coordinate with DEQ to provide comments and/or approval on the Final Design, if needed.
- Provide Owner's standard drawing notes and/or standard specifications, if applicable.
- Provide detail drawings for drywell installation.
- Provide recent bid data.

Assumptions:

- Budget assumes one (1) round of comments from City on 50% Design and one (1) round of comments on Final Design. Budget does not assume a separate review by DEQ.
- Hydraulic analysis of stormwater conveyance facilities will be designed for a 25-year, 24-hour storm per City code. Hydraulic analysis will utilize pipeline size, slope, and invert information from City GIS files and topographic survey.
- Pipe analysis will be limited to known existing conditions. Flow monitoring is not included.
- Assumes no more than two (2) add alternatives for bidding within the Figure 2 improvement sites.
- Drafting will be completed in AutoCAD on 22"x34" full size sheets and 11"x17" half size sheets.
- Permitting is not included. Permitting can be completed as an additional service.

Deliverables:

- Draft 50% Design Plans (pdf)
- Final 100% Design Plans (pdf)
- Final Specifications and Contract Documents (pdf)
- Meeting agenda and minutes (pdf)

Add Task 7 – Services During Bidding

Consultant Responsibilities:

- 7.1 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.
- 7.2 Documents. Distribute bidding documents including addenda to bidders.
- 7.3 Pre-Bid. Attend and conduct a pre-bid meeting with Contractors interested in the project.
- 7.4 Addenda. If required, respond to bidder questions, and prepare up to two (2) addenda during the bidding process to clarify, correct, or change the issued documents.
- 7.5 Bid Opening. Attend and conduct the bid opening and review Contractor bids with the Owner.
- 7.6 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 and the bid opening meeting.
- Distribute plans, maintain plan holders list, and distribute addenda to on-line plan room.
- Provide legal services if required.
- Award the bid.

Assumptions:

- One bid package and one bidding process to a single Contractor is assumed; a re-bid will not occur. 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
- Bid evaluation letter

Add Task 8 – Construction Phase Services

This task includes the engineering services to support the Owner during the construction of the project by one (1) prime Contractor. Consultant is anticipated to serve as the Owner's representative during construction. 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 the level of effort needed to support the Owner with the low-bid contractor, and 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. In performing construction phase services, Consultant tasks are anticipated to be limited to the following:

Consultant Responsibilities:

- 8.1 Contract Documents. Incorporate addenda and prepare construction documents for distribution to Owner and Contractor.
- 8.2 Pre-Construction Meeting. A pre-construction conference will be chaired by the Consultant and attended 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.
- 8.3 Construction Meetings. Conduct on-site construction progress meetings every two weeks 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.
- 8.4 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 safety precautions.
- 8.5 Construction Admin Support. Respond to requests for information, review and recommend to Owner of the contractor's pay requests, and field order requests.
- 8.6 Change Orders and Work Change Directives. Support in review of change orders and work change directives.

Owner Responsibilities:

- Owner assumes responsibility for interpretation (or seeking interpretation) of the Contract Documents and for construction observation.
- Seek interpretation of the Contract Documents as required. Alert Consultant of any concerns observed.
- Review and process Contractor pay requests, change orders and other construction related documents.
- Attend construction meetings.
- Owner will provide an on-site representative (inspector) during construction. Construction Inspection Services can be provided by Consultant as a future service if needed.

Assumptions:

- Budget assumes two (2) months of construction during one construction season.
- Work will be performed by one (1) General Contractor.
- Contractor will provide construction surveying services.
- Contractor will be responsible for material testing services such as soil compaction, concrete, asphalt, steel, manhole testing, pipe testing. Contractor will also be responsible for any specialty inspection services as outlined in the contract documents.

- Claims support services, if required, will be provided as an additional service.

Deliverables:

- Pre-construction meeting agenda and meeting notes.
- Submittal reviews.
- Substantial and final completion checklists.
- Copies of inspection logs or photos, upon request of Owner.

Add Task 9 – Management Reserve for Additional Services

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 or that may be dependent on decisions not yet made (“Additional Services”). This task establishes a management reserve for Additional Services. Consultant shall not perform any Additional Services unless authorized in writing by Owner staff (City Engineer). Compensation for Additional Services will be based on Consultant’s time and material amount as agreed by Owner and Consultant.

Additional Services (not included in scope of work):

- Permitting and environmental services.
- Record drawings.
- Public outreach or stakeholder outreach support.
- Construction phase surveying (quantities, staking, record).
- Funding administration support.
- Completion of the warranty walkthrough 11-months after the issuance of Substantial Completion to the Contractor.

FUTURE SERVICES:

Below are anticipated future services:

- Construction Observation Services

COMPENSATION SUMMARY:

Amend the compensation schedule with the following:

Task	Billing Basis	Original Agreement	Prior Amendments	This Amendment	Total
Task 1: Project Management	LS	\$3,800	\$0	\$7,900	\$11,700.00
Task 2: Field Work	LS	\$7,900	\$0	\$0	\$7,900.00
Task 3: Preliminary Design Report	LS	\$25,200	\$0	\$0	\$25,200.00
Task 4: Survey	LS	\$0	\$0	\$15,020	\$15,020.00
Task 5: Geotechnical Investigation	LS	\$0	\$0	\$12,490	\$12,490.00
Task 6: Final Design Services	LS	\$0	\$0	\$58,950	\$58,950.00
Task 7: Services During Bidding	LS	\$0	\$0	\$6,300	\$6,300.00
Task 8: Construction Phase Services	LS	\$0	\$0	\$18,020	\$18,020.00
Task 9: Management Reserve for Additional Services	TBD	\$0	\$0	\$5,000	\$5,000.00
Total		\$36,900.00	\$0	<u>\$123,680.00</u>	\$160,580.00

LS = Lump Sum; TBD = To Be Determined

Schedule:

Add the below tasks to the project completion schedule.

Task	Schedule	Comments
<i>Task 4: Survey</i>	<i>60 days</i>	<i>Survey will be completed within 60 days from receiving Notice to Proceed from Owner</i>
<i>Task 5: Geotechnical Investigation</i>	<i>60 days</i>	<i>Geotechnical Investigation will be completed within 60 days from receiving Notice to Proceed from Owner</i>
<i>Task 6: Final Design Services</i>	<i>150 days</i>	<i>Final Design will be completed within 150 days from receipt of Geotechnical Technical Memorandum</i>

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 in the agreement.

OWNER: CITY OF COEUR D'ALENE

CONSULTANT: KELLER ASSOCIATES, INC.

Signature: _____

Name: James Hammond

Title: Mayor

Address: 710 E. Mullan Avenue,
Coeur d'Alene, ID 83815

Telephone: 208-769-2300

Date: June 6, 2023

Signature: _____

Name: Nathan Cleaver

Title: President

Address: 100 East Bower Street, Suite 110
Meridian, ID 83642

Telephone: (208) 288-1992

Date: _____

ATTEST:

Renata McLeod, City Clerk

**CITY COUNCIL
STAFF REPORT**

DATE: JUNE 6, 2023

FROM: TERRY PICKEL, WATER DEPARTMENT DIRECTOR

**SUBJECT: CRITICAL MATERIALS MANAGEMENT ORDINANCE AND
MEMORANDUM OF UNDERSTANDING WITH PANHANDLE HEALTH
DISTRICT**

DECISION POINT: Should City Council approve a new City Ordinance for Critical Materials Management and a Memorandum of Understanding (MOU) with Panhandle Health District (PHD) for inspections and enforcement?

HISTORY: The City relies on the Spokane Valley Rathdrum Prairie (SVRP) Aquifer as our sole source of drinking water. Protection of this critical source is of the utmost importance to the region as it serves over 600,000 customers in 2 states. As the population continues to grow over the SVRP water shed area and businesses come and go, monitoring of critical materials is a crucial element for protection of the SVRP. Historically, PHD has held the responsibility through promulgated Rules as authorized by the state legislature and funding from the Kootenai County Aquifer Protection District (APD) to perform annual inspection of commercial facilities where there is a potential for critical materials storage and handling. Recently, the state legislature determined that PHD is not considered a “state agency” and that they did not have rule making authority and consequently were stripped of their enforcement authority. PHD staff approached the City Water Department requesting an Ordinance granting them due authority in the corporate city limits. They are also working with Post Falls for similar authority and currently have an agreement with Kootenai County.

FINANCIAL ANALYSIS: The proposed Ordinance and MOU providing PHD authority to operate and manage the Critical Materials Compliance Program will not have any impact financially on the City as all funding is provided by the Kootenai County Aquifer Protection District. In my conversation with a board member, I was assured that they would continue to fund the program as the APD is a critical element for aquifer protection.

PERFORMANCE ANALYSIS: The proposed Ordinance and MOU is intended to replace the previous Rule authority so that the PHD staff can resume inspections of commercial facilities within the city limits. The proposed ordinance would, however, place final enforcement authority with the Water Department Director, especially in the case of an appeal. PHD staff stated that they prefer education to enforcement and have rarely had any issues with achieving cooperation through adequate customer education.

RECOMMENDATION: City Council should approve a new City Ordinance for Critical Materials Management and a Memorandum of Understanding with Panhandle Health District for inspections and enforcement.



Proposed City Ordinance – Water Department

- **Red Tape Reduction Act of 2019 – Executive Order 02**
- **Panhandle Health District lost Rule making authority**
- **Loss of Critical Materials Management Program**
- **No longer have authority to inspect facilities**
- **SVRP aquifer at risk of potential contamination**



Purpose of Ordinance

- Promote protection of our sole source of drinking water – the Spokane Valley Rathdrum Prairie aquifer
- Restore what the legislative process unwisely eliminated
- Establish authority for critical materials inspections within commercial/industrial facilities
- Grant PHD inspection authority in City Limits



Sensitive Resource Aquifer

The Spokane Valley Rathdrum Prairie Aquifer was designated by the State in 1997 as a “Sensitive Resource Aquifer” thereby establishing protection requirements with the Idaho’s only non-degradation management standard.



Ordinance Key Points

- **Funding – Kootenai County Aquifer Protection District (APD)**
- **PHD issues permits and certificates**
- **PHD staff performs all inspections and contact with facility owners**
- **PHD handles any appeal issues with Water Dept. Director's final determination if needed**



Request Before Council:

City Council should approve a new City Ordinance for Critical Materials Management and a Memorandum of Understanding with Panhandle Health District for inspections and enforcement.



Questions?

Thank you!



CRITICAL MATERIALS PROGRAM REQUEST

Erik Ketner
Division Administrator
Environmental & Health Protection



Overview of Discussion

- Background – [History of Existing Rule](#)
- Issue – [Expiration of Existing Rule](#)
- Request – [CDA Ordinance to Replace Expiring IDAPA Rule](#)
- Importance – [Protection of Area Drinking Water Supplies/ Lake CDA](#)
- Other considerations – [No New Impacts & Current Support](#)
- Questions

Background

- PHD has administered Rathdrum Prairie Aquifer protection rules since 1977
 - These rules were developed through an Ad Hoc Task force consisting of trade and professional groups, soil conservation districts, local governments, environmental groups, State Agencies, local chamber of commerce, and private citizens
 - The Critical Materials Rules have existed since 1993
 - The focus of the rule is to require secondary containment of chemicals stored, used, and transferred over the Rathdrum Prairie Aquifer (focus on education)
-

Issue

- These rules expired with all Idaho Administrative Rules (IDAPA) in the 2019 Legislative Session.
 - PHD utilized temporary rule making authority to carry the rules and attempted to secure legislative re-authorization for three (3) years.
 - In December of 2021 PHD was deemed not a State Agency and therefore could not participate in the Omnibus Rulemaking Process.
 - Several legislators also commented that this was a local issue and should be addressed locally.
 - PHD has no other rule or ordinance making authority outside of the legislative process.
-

Request

- Format existing PHD Critical Materials Program rules to match style guide for Coeur d' Alene ordinances.
- Ordinance would provide for continuation of existing special protections for the Rathdrum Prairie Aquifer.
- Consideration of ordinance at future date through normal process.
- Contract implementation authority to PHD
 - 100% Funded by the Kootenai County Aquifer Protection District (APD)

Importance to Coeur d' Alene

- These existing protections directly benefit water system users.
 - Protecting Rathdrum Prairie Aquifer from contamination provides safe, reliable drinking water.
- Reduction of these protections could directly harm water system users and add costs to city operations.
 - Installing and operating treatment systems at each well would be extremely costly.
- 292 of the 1,103 CMR facilities are located within the city of CDA
- Continued collaboration with CDA stormwater and wastewater departments; protection of Lake Coeur d' Alene. (examples)

Other Considerations

- If adopted, program would be funded and administered via existing funding from the Kootenai County APD.
 - Currently administered by Panhandle Health District staff.
 - Currently funded through Aquifer Protection District appropriation.
- Collaboration with Other Government Entities
 - Other governing bodies have adopted standards using PHD rules as a framework. (Kootenai County, Dalton Gardens, Athol; Post Falls- currently in progress).

CDA Examples

(Cracked fueling pad allowing spills to infiltrate)



CDA Examples

(Poorly managed oil/ water separator contaminated a swale)



CDA Examples

(Leaking oil drums/ no secondary containment)

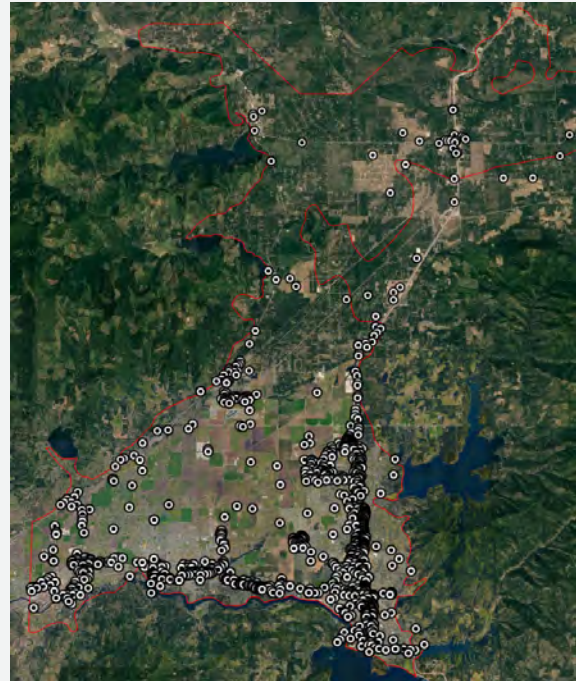


CDA Examples

Recent work: Fueling pad discharge goes to an undersized oil/water separator that then discharges to the city's stormwater system, eventually leading to an outfall in Lake CDA. City staff have been notified of the issue and a solution is pending.



Questions



ORDINANCE NO. _____
COUNCIL BILL NO. 23-1005

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, ADDING A NEW CHAPTER DESIGNATED AS 13.40, RATHDRUM PRAIRIE AQUIFER ORDINANCE, TO THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE; ESTABLISHING A PURPOSE, DEFINITIONS, PERFORMANCE STANDARDS, RULES FOR A VARIANCE, AND PROVISIONS REGARDING VIOLATIONS AND ENFORCEMENT; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, the City Council of the City of Coeur d'Alene deems it is the best interest of the community to establish the Rathdrum Prairie Aquifer ordinance;

NOW, THEREFORE,

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

SECTION 1. That a new Chapter, designated 13.40, is hereby added to the Coeur d'Alene Municipal Code, to be titled as follows:

**CHAPTER 13.40
RATHDRUM PRAIRIE AQUIFER**

SECTION 2. That a new Chapter, designated 13.40, is hereby added to the Coeur d'Alene Municipal Code, to read as follows:

13.40.010: TITLE:

This Chapter shall be known at the RATHDRUM PRAIRIE AQUIFER Ordinance.

13.40.020: AUTHORIZATION:

This Chapter is enacted pursuant to the powers vested in the City by virtue of Article XII, Section 2, Constitution of the State of Idaho, and by sections 39-102 and 50-304, Idaho Code.

13.40.030: PURPOSE:

The purpose and intent of this Chapter is to aid in the protection of the Rathdrum Prairie Aquifer from potential sources of contamination from materials handling and storage at facilities located over or adjacent to the Aquifer. This Chapter strives to achieve such protection through proper use of secondary containment systems at Fixed Facilities that use, store, manufacture, or handle Critical

Materials. This Chapter aligns with the requirements specified in Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA III).

13.40.040: DEFINITIONS:

The following definitions apply to this Chapter:

- A. Aquifer. The Rathdrum Prairie Aquifer.
- B. Best Management Practices Manual for Containing Critical Materials During Storage & Handling (BMP Manual). The manual maintained by Panhandle Health District 1 and its partners provides guidance on establishing proper methods for the storage and handling of critical materials that have the potential to contaminate the Rathdrum Prairie Aquifer.
- C. Critical Material. Any liquid, semi-liquid, flowable, or water soluble solid that is listed in SARA III List of Lists published by the Office of Solid Waste and Emergency Response, U.S. Environmental Protection Agency, Washington, D.C. or is required by the U.S. Occupational Safety and Health Administration to have a safety data sheet (SDS), or any amendment thereto or superseding Act.
- D. Critical Materials Compliance Certificate (CMCC). A certificate indicating compliance with the reporting and secondary containment requirements of this Chapter.
- E. Critical Materials Use Activity. Any undertaking that involves the use, storage, manufacture or handling of Critical Materials at a Facility set forth in this Chapter, or incorporated into this Chapter by reference.
- F. Director. The Director of the City of Coeur d’Alene Water Department and his/her designee.
- G. Facility. Any established land use, building, dwelling, structure, or site upon which or wherein a Critical Material Use Activity is conducted.
 - 1. Fixed Facility: Any Facility above the secondary containment quantity set forth in this Chapter.
 - 2. Unfixed Facility: Any Facility below the secondary containment quantity set forth in this Chapter.
- H. Rathdrum Prairie Aquifer. The underground water source identified and designated under the authority of 42 U.S.C. § 300j-1(e) (Section 1442(e) of the Safe Drinking Water Act, PL 93-523).
- I. Secondary Containment Quantity. The quantity of a Critical Material that requires compliance with this Chapter. For those Critical Materials specifically listed in the SARA III

List of Lists (or as otherwise noted), the following quantities of qualifying substances are subject to this Chapter:

1. SARA Section 302 Extremely Hazardous Substances - ten (10) pounds in the aggregate, exclusive of solvent or other medium or, one hundred (100) pounds in the aggregate, inclusive of solvent or other medium.
2. CERCLA Hazardous Substances (listed in 40 CFR 302, Table 302.4) - one hundred (100) pounds in the aggregate, exclusive of solvent or other medium or, one thousand (1,000) pounds in the aggregate, inclusive of solvent or other medium.
3. SARA Section 313 Toxic Chemicals - one hundred (100) pounds in the aggregate, exclusive of solvent or other medium or, one thousand (1,000) pounds in the aggregate, inclusive of solvent or other medium.
4. SARA Section 311 and 312 Chemicals (Not listed in the List of Lists) for which OSHA MSDS must be developed pursuant to OSHA Hazard Communication Standards - five thousand (5,000) pounds in the aggregate, inclusive of solvent or other medium.

13.40.050: APPLICABILITY:

- A. This Chapter applies to any person, firm, corporation, or government agency owning, operating, or proposing to locate, establish, or operate a Facility over the Aquifer or within a recognized Aquifer recharge area within the City. Any Facility so located shall comply with the requirements of this Chapter prior to initiation of operations or engaging in any Critical Materials Use Activity. Every owner or operator of a Facility needs to show compliance with this Chapter by obtaining a Critical Materials Compliance Certificate (“CMCC”) for current operations.
- B. An application is required to establish a new use that could qualify as a Facility, including remodeling, operating changes, change in ownership, or expansion of an existing Facility, which would modify the type or quantity of Critical Materials handled or stored.
- C. Any CMCC granted is specific to that action and the application filed. Subsequent actions shall require separate plan reviews and approvals to obtain a CMCC.
- D. All businesses over the Aquifer are subject to inspection in order to determine if they are governed by this Chapter.

13.40.060: COMMERCIAL/INDUSTRIAL APPLICATION:

Each applicant must submit to the Director or designee for review a Commercial/Industrial application that provides:

- A. Sufficient information to allow for the determination of the type, quantity, and physical state of all Critical Materials that are used, stored, manufactured, or handled at the Facility location. The Director or designee may require that the applicant provide a complete list of Critical Materials present at the Facility.
- B. Building plans and site development drawings showing compliance with the secondary containment requirements established by this Chapter. Such plans shall also provide confirmation that the secondary containment methods are compatible with the materials to be contained and that Critical Materials at the Facility are isolated from stormwater or other surface waters on the site. The Director or designee may require that any such plans be certified by a licensed engineer. The building and/or site plans must show the location of Critical Materials in buildings and other designated site areas.
- C. Proof of contact and resultant acknowledgment from other agencies which have codes, standards, and/or rules which must be met by the applicant with respect to handling of Critical Materials.
- D. An opportunity for the Director or designee to perform an inspection to evaluate chemical handling and storage at the Facility.
- E. The Director or designee shall evaluate the application in consideration with the BMP Manual to determine status of Facility for applicability of this Chapter. A CMCC shall be issued to Fixed Facilities when it is determined that the application is complete and meets the requirements of this Chapter and the BMP Manual, and an inspection, if required, demonstrates compliance with secondary containment criteria previously approved through the plan review.
- F. If the CMCC is denied, the Director or designee shall issue a written statement to the applicant, stating in what way the application is incomplete or does not meet the requirements of this Chapter.
- G. The applicant may appeal the denial of a CMCC in accordance with Municipal Code § 13.40.100.

13.40.070: PERFORMANCE STANDARDS:

Each Fixed Facility, as defined in this Chapter, must conform to the following performance standards:

- A. Construct and maintain a secondary containment system for all Critical Materials. Said secondary containment system shall be designed to prevent infiltration of any Critical Materials into the ground in the event that they are released from their original storage containers.

- B. The secondary containment system and methods must be non-reactive and resistant to the materials to be contained, and must isolate the Critical Materials at the Fixed Facility from stormwater, other surface waters on the site, and reactive Critical Materials present in the same Fixed Facility.
- C. Secondary containment systems must be sized to contain at least one-hundred and ten percent (110%) of the volume of the largest container, or ten percent (10%) of the aggregate volume of all containers, whichever is greater, in any containment area within a Fixed Facility.
- D. The owner or operator of any Fixed Facility shall report the presence of any Critical Materials Use Activities to the Director and all responsible local, state, and federal agencies as required by statutes, rules, regulations, and the provisions of this Chapter.
- E. Any spilling, leaking, emitting, discharging, escaping, or leaching of any Critical Materials into the secondary containment system or the environment must be reported to the Director immediately upon discovery of the release.
- F. Should there be a conflict between the provisions of this Chapter, and local, state, and federal rules and regulations regarding Critical Materials Use Activities, the provision that provides the greatest degree of protection to the Aquifer shall prevail, except where legal preemption of regulatory authority by state or federal agencies may require application of a different standard of protection.
- G. Each Fixed Facility is subject to an inspection at intervals set by the Director to verify continued compliance with this Chapter.

13.40.080: REVOCATION OF CERTIFICATE:

The Director or designee, for good cause, may revoke any Certificate granted, by providing written notice to the permit holder or agent. Any person, association, or corporation who continues to act more than ten (10) days after the notice of revocation has been mailed shall be in violation of this Chapter and subject to the penalties provided herein. The revocation of a CMCC may be appealed in accordance with Municipal Code § 13.40.100.

13.40.090: VARIANCE:

- A. A variance may be granted only upon an affirmative showing by an applicant that a unique and undue hardship is caused by a physical characteristic of a site that is not of the applicant's making and that approval of the variance would not be contrary to the public interest or to the purposes of this Chapter.
- B. An applicant for a variance shall provide the following:

1. An accurate site plan showing development of the site in question, present and proposed, depicting all features relevant to the variance request. The Director, or designee, shall identify information necessary to proper processing of the request if information other than that normally required needs to be supplied. The applicant shall describe the current and proposed use of the site in question.
 2. A narrative statement addressing the efforts, including consideration of design alternatives, which the applicant has undertaken to comply with the rule from which a variance is sought.
 3. A narrative statement explaining the nature of the hardship, if any, imposed by literal compliance with the rule in question.
 4. A narrative statement explaining the effects of the requested variance on the interests of adjoining landowners and/or of the public at large.
 5. A narrative statement detailing what use could be made of the site in question if the requested variance were not granted.
- C. The application for a variance shall be submitted to the Director. If the Director determines that the application does not set forth a colorable claim for variance, he will return the application to the applicant with a written explanation of the decision. This decision may be appealed in accordance with Municipal Code § 13.40.100.
- D. If the Director determines that the application presents a colorable claim for a variance, he shall notify the applicant that a hearing will be held on the requested variance.
- E. The applicant shall provide the names and mailing addresses, on self-adhesive labels, of all owners of land located within three hundred (300) feet of the external boundaries of the site in question. Said names will be provided or checked by a land title company or other business whose commercial purpose it is to provide such information. The applicant is solely responsible for the accuracy of such information.
- F. Using the mailing list provided by the applicant, notice of hearing will be sent by first class mail and posted on the site in question in a conspicuous manner. The Director will maintain records verifying completion of the notification process. Mailing and posting shall be accomplished at least fifteen (15) days prior to the date of the hearing established by the Director. The cost of mailing and posting shall be borne by the applicant.
- G. On the appointed date, a Hearing Officer shall conduct a hearing concerning the variance request. The applicant, City staff, Panhandle Health District 1 staff, interested members of the public, and public agency representatives will be allowed to participate in such hearing. The Hearing Officer may establish time limits or other rules of procedure to expedite hearing

of the request. The Hearing Officer shall establish a record of the hearing and see that a tape recording is made of the proceedings. Exhibits shall be identified in the record in order that they may be associated with the taped record of the hearing.

- H. Upon completion of the hearing and compilation of the record in each application, the Hearing officer shall prepare a recommended decision which is transmitted to the Director for final action. The Hearing Officer may recommend that the application be approved, be approved with conditions, or that the application be disapproved. The recommendation shall set forth the facts determined to be relevant to the decision, the legal principles applicable to the recommended ruling, and the conclusions drawn from the facts.
- I. The Director will consider the record and the Hearing Officer's recommendation and decide the request for a variance without further hearing. The Director may accept the recommendation of the Hearing Officer, reverse the recommendation, or modify the recommended decision. If the Director modifies or reverses the Hearing Officer's recommendation, he/she shall set forth his/her reasons for doing so in writing. The Director may also elect to remand the request to the Hearing Officer for clarification or for further proceedings. Confirmation of the Hearing Officer's recommendation may be satisfied by the Director adopting the Hearing Officer's decision as his/her own.
- J. No appeal may be taken from the Director's decision. The Director's decision shall be deemed final for purposes of judicial review.

13.40.100: APPEALS:

- A. An appeal shall be made on the form provided by the Director and must be filed with the Director within fifteen (15) days following the date of the decision appealed.
- B. The appeal shall state specifically the objections to the decision, identify an abuse of discretion, and/or describe how the decision is not supported by the evidence. The appeal shall be accompanied by such evidence as may be required to facilitate review, and by the fee as referenced in the fee schedule.
- C. A hearing may be requested by the applicant. If no hearing is requested, the decision will be made by the duly appointed Hearing Officer based on the record, the information in the notice of appeal, and any other written information provided to the Director prior to the decision.
- D. If the applicant requests a hearing, the Hearing Officer shall designate a time and place for the hearing, and shall provide written notice to the applicant, the Director, Panhandle Health District 1, and any person affected by the decision.
- E. The Hearing Officer shall conduct the hearing on the appointed date and time for the hearing. The applicant, City staff, Panhandle Health District 1 staff, interested members of the public,

and public agency representatives shall be allowed to participate in such hearing. The Hearing Officer may establish time limits or other rules of procedure to expedite hearing of the request. The Hearing Officer shall see that a tape recording is made of the proceedings. Exhibits shall be identified in the record.

- F. Upon completion of the hearing and compilation of the record, the Hearing Officer shall prepare a written decision which shall be transmitted to the applicant, the Director, Panhandle Health District 1, and any other person requesting notice of the decision. The recommendation shall set forth facts found relevant to the decision, legal principles applicable to the recommended decision and conclusions drawn from the hearing process.
- G. No appeal may be taken from the Hearing Officer's decision. The Hearing Officer's decision shall be deemed final for purposes of judicial review.

13.40.110: VIOLATIONS:

- A. Any owner or operator of a Fixed Facility is deemed to have violated this Chapter if:
 - 1. A Fixed Facility is operated or if Critical Materials Use Activities are conducted on any site without first submitting a Commercial/Industrial Application or if changes are made to Critical Materials Use Activities at a Fixed Facility without resubmitting a Commercial/Industrial Application for the Fixed Facility as required by M.C. § 13.40.050(B).
 - 2. An owner or operator of a Facility knowingly submits false or incomplete statements in an application or in reports to the Director or other responsible agencies or officials concerning the nature or quantity of Critical Materials present at a Facility governed by this Chapter.
 - 3. An owner or operator fails to implement or maintain secondary containment of Critical Materials at a Fixed Facility as necessitated by this Chapter.
 - 4. An owner or operator fails to comply with time and reporting standards for any Critical Materials Use Activities or fails to report any discharge of Critical Materials into the secondary containment system required by this Ordinance.
- B. Any person, association, or corporation, or the officers thereof, who violates any of the provisions of this Chapter is deemed guilty of a misdemeanor, and upon conviction thereof shall be punished as provided by Municipal Code § 1.28.010.
- C. In addition to fine and imprisonment, any person, association, or corporation, or the officers thereof found to be in violation of this Chapter is liable, by civil action or restitution, for any expense incurred by the City or any other governmental agency in enforcing this Chapter, or in removing or terminating any nuisance or health hazard.

- D. Any person, association, or corporation, or the officers thereof is additionally subject to civil court action, including an injunction or restraining order, and to such penalties, costs, or fees as may be necessary to compel compliance.
- E. Each successive day in violation shall be considered a separate offense and be subject to individual penalties for each separate offense.

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

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

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

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 June 6, 2023.

APPROVED, ADOPTED and SIGNED this 6th day of June, 2023.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____

**CHAPTER 13.40
RATHDRUM PRAIRIE AQUIFER**

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, ADDING A NEW CHAPTER DESIGNATED AS 13.40, RATHDRUM PRAIRIE AQUIFER ORDINANCE, TO THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE; ESTABLISHING A PURPOSE, DEFINITIONS, PERFORMANCE STANDARDS, RULES FOR A VARIANCE, AND PROVISIONS REGARDING VIOLATIONS AND ENFORCEMENT; PROVIDING REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING SEVERABILITY. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am a City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, City of Coeur d'Alene Municipal Code Chapter 13.40, Rathdrum Prairie Aquifer, 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 6th day of June, 2023.

Randall R. Adams, City Attorney

RESOLUTION NO. 23-039

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A MEMORANDUM OF UNDERSTANDING, WITH PANHANDLE HEALTH DISTRICT 1 FOR THE COOPERATION IN THE ADMINISTRATION OF THE CITY'S RATHDRUM PRAIRIE AQUIFER ORDINANCE.

WHEREAS, the Water Department Director has recommended that the City of Coeur d'Alene enter into a Memorandum of Understanding with Panhandle Health District 1, pursuant to terms and conditions set for in a Memorandum of Understanding, a copy of which is attached hereto as Exhibit "A" and by reference made a part hereof; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to approve such Memorandum of Understanding.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a Memorandum of Understanding with Panhandle Health District 1 for cooperation in the inspection and enforcement of critical materials management for the Rathdrum Prairie Aquifer Protection in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said Memorandum of Understanding to the extent the substantive provisions of the Memorandum of Understanding remain intact.

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

DATED this 6th day of June, 2023.

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 _____.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF COEUR D’ALENE AND
PANHANDLE HEALTH DISTRICT 1
FOR
ADMINISTRATION OF THE CITY’S RATHDRUM PRAIRIE AQUIFER ORDINANCE

I. PURPOSE:

This Memorandum of Understanding (MOU) between the City of Coeur d’Alene (“CDA”) and Panhandle Health District 1 (“PHD”) is intended to document the parties’ understanding of, and agreement to cooperate on the administration of the City’s Rathdrum Prairie Aquifer Ordinance, Municipal Code Chapter 13.40 (hereinafter referred to as the “Ordinance”).

II. RECITALS:

WHEREAS, CDA and PHD are governmental entities organized under the laws of the State of Idaho; and

WHEREAS, CDA and PHD agree that regulation of commercial and industrial activities that could adversely affect the Rathdrum Prairie Aquifer is critical and in the best interests of the public; and

WHEREAS, CDA has agreed to enact an ordinance codifying the existing protections of the Rathdrum Prairie Aquifer in a manner that is similar to PHD’s regulations; and

WHEREAS, PHD has the necessary expertise and personnel to administer regulations for the continuous protection of the Rathdrum Prairie Aquifer; and

WHEREAS, CDA is amenable to PHD administering the CDA Ordinance with regard to Commercial/Industrial application review, conducting inspections, the issuance of Critical Materials Compliance Certificates (CMCC), application of performance standards, processing requests for variances, and appeals from decision of CDA’s Water Superintendent; and

WHEREAS, it is the mutual desire of CDA and PHD to memorialize their understanding and agreement with respect to their cooperation on the Ordinance; and

WHEREAS, this MOU creates a mutually beneficial solution for all parties involved;

NOW, THEREFORE, it is hereby agreed as follows:

III. AGREEMENT:

A. CDA hereby agrees to:

1. Upon request by PHD, grant access to review any applications through CDA that would reference the use, storage or handling of Critical Materials.
2. In consultation with PHD, evaluate applications for variances, and approve or deny the same; provide the required notice of any hearing related to an application for a variance; appoint a Hearing Officer to take evidence and provide a recommendation on the application for a variance.
3. Provide forms for appeals of decisions by the CDA Water Superintendent.
4. Report known and suspected violations of the Ordinance to PHD.
5. Prosecute violations of the Ordinance in a manner consistent with the law and in the exercise of reasonable prosecutorial discretion.

B. PHD hereby agrees to:

1. Inspect all Fixed Facilities within the City of CDA to determine compliance with the ordinance and BMP Manual.
2. Evaluate all businesses within the City of CDA to determine if critical materials use activities are taking place.
3. Set intervals at which each Fixed Facility will be subject to inspection.
4. Consult with CDA as requested, in the evaluation of Commercial/Industrial applications, the issuance of CMCCs, and in the administration of the Ordinance.
5. Issue CMCCs when an application is complete and meets the requirements of the Ordinance and BMP Manual, and an inspection, if required, demonstrates compliance.
6. Issue a written statement to the applicant when a CMCC is denied, stating in what way the inspection of the facility does not meet the requirements of the Ordinance and BMP Manual.
7. Revoke any CMCC for good cause and provide written notice thereof to the permit holder or its agent.
8. Receive and evaluate reports from the operators/owners of Fixed Facilities regarding: (a) the presence of any Critical Materials Use Activities; and (b) the

spill, leak, emission, discharge, escape, or leaching of Critical Materials into the secondary containment system or the environment.

9. Notify CDA regarding the revocation of any CMCC for good cause.
10. Assist CDA in the evaluation of applications for variances; assist CDA in finding qualified Hearing Officers; provide recommendations on applications for a variance.
11. Provide forms for the Commercial/Industrial application.
12. Report known and suspected violations of the Ordinance to CDA.

C. It is further agreed by all parties:

1. That lines of communication shall be kept open in order to discuss any concerns arising from the terms of this MOU and to reach mutually agreeable solutions in a timely manner.
2. That this MOU may be modified by mutual written agreement and may be terminated by either party upon thirty (30) days' written notice.
3. Each party shall be liable for its own costs and expenses with regard to the administration of the Ordinance.
4. Each party shall be liable for any claims, damages or suits arising from the acts, omissions or negligence of its officers, agents and employees.

DATED this 6th day of June, 2023.

CITY OF COEUR D'ALENE

PANHANDLE HEALTH DISTRICT 1

James Hammond, Mayor

Don Duffy, District Director

ATTEST:

ATTEST:

Renata McLeod, City Clerk

Clerk

**CITY COUNCIL
STAFF REPORT**

DATE: JUNE 6, 2023

FROM: RENATA MCLEOD, MUNICIPAL SERVICES DIRECTOR/CITY CLERK

SUBJECT: APPROVAL OF A MEMORANDUM OF UNDERSTANDING WITH THE COEUR D'ALENE REGIONAL CHAMBER OF COMMERCE, INC., ("CHAMBER") FOR THE 4TH OF JULY PARADE AND FIREWORKS SHOW

DECISION POINT: Should the City Council approve the proposed Memorandum of Understanding with the Coeur d'Alene Regional Chamber of Commerce, Inc., ("Chamber") for the 4th of July parade and fireworks show?

HISTORY: At the July 19, 2022, Council meeting, Council requested staff to begin looking at options for entering into agreements for some of the large special events held in the City. Agreements allow the City to negotiate with the sponsor to take on additional responsibilities such as providing volunteers to man non-emergency intersections, placement of no-parking signs, use of certified flaggers, and payment in addition to the general fees. The Memorandum of Agreement clarifies the roles and responsibilities to ensure there are no questions the day of the event. The Chamber 4th of July Parade and Fireworks Show has been a long-standing tradition in the community. The Parade takes place earlier in the day, then there is a large break in time before the evening firework display, and a lot of traffic control is required for disbursement after the show.

The Streets and Engineering Department crafted the traffic safety plan, which will remain the plan for years to come. This plan satisfies the requirements of the Manual on Uniform Traffic Control Devices (MUTCD). The Streets and Engineering Department has worked with the Chamber to provide flagger certification training and to limit the number of volunteers needed at not emergency intersections. Additionally, they have negotiated private traffic control numbers to half the cost of last year's expenses for the Chamber, not to exceed \$8,000.00. Staff envisions one future master agreement for all events that are sponsored by the Chamber after working through each event this season and creating the traffic control plans for each event.

FINANCIAL ANALYSIS: The fee included under the Memorandum is \$750.00, with a \$1,000.00 security deposit, in compliance with the approved fee resolution. There are some legal restrictions regarding covering events costs, including that the fee must be reasonably related to actual costs to the City and cannot be higher than actual costs for the actual event. When there is an event with a controversial message which might draw a hostile crowd, it is unconstitutional to add to the fees any other event is charged. Further, a fee that is based on the content of the message violates the First Amendment. While there are additional costs to City departments with the 4th of July events, the Chamber has picked up additional costs as well. The Chamber

provided a cost breakdown showing \$64,062.28 in expenses. It also estimates volunteer hours to have a value of \$9,399.60, for a total of \$73,461.88. The Memorandum outlines the responsibilities of the City and Chamber in order to level the amount of staff time needed for these types of community events.

The following are the City costs associated with the 2022 4th of July event, not including the rental of lighting for the Park needed at the Fireworks breakup which costs approximately \$1,500.00:

7/4/2022 4th of July (Mon)

STAFFING	All Wages & Benefits	OT Wages & Benefits
Fire	\$29,330.12	\$ 7,893.11
Police	\$62,222.21	\$35,925.82
Streets	\$11,263.44	-
Parks	\$ 9,314.17	
TOTAL	\$112,129.94	\$43,818.93
wages w/out OT	\$68,311.01	

DECISION POINT/RECOMMENDATION: Staff recommends the approval of the proposed Memorandum of Understanding with the Coeur d’Alene Regional Chamber of Commerce, Inc., for the 4th of July parade and fireworks show.

RESOLUTION NO. 23-040

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE COEUR D'ALENE REGIONAL CHAMBER OF COMMERCE, INC., FOR THE 4TH OF JULY PARADE AND FIREWORKS SHOW.

WHEREAS, the City Administrator of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a Memorandum of Understanding with the Coeur d'Alene Regional Chamber of Commerce, Inc., for the 4th of July parade and fireworks show, 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 to enter into such Memorandum of Understanding.

NOW, THEREFORE,

BE IT RESOLVED that the City enter into a Memorandum of Understanding with the Coeur d'Alene Regional Chamber of Commerce, Inc., in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 6th day of June, 2023.

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 WOOD Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER EVANS Voted

_____ was absent. Motion _____.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF COEUR D’ALENE
AND
COEUR D’ALENE REGIONAL CHAMBER OF COMMERCE, INC.
FOR
4th of JULY PARADE AND FIREWORKS SHOW**

I. PURPOSE:

This Memorandum of Understanding is between the City of Coeur d’Alene, Idaho (“CDA”) and the Coeur d’Alene Regional Chamber of Commerce, Inc., (“CC”), and is intended to document the parties’ understanding of, and agreement to cooperate on, the 4th of July Parade and Fireworks Show (“Event”).

II. RECITALS:

WHEREAS, CDA is a municipal corporation organized and existing under the laws of the State of Idaho; and

WHEREAS, CC is a non-profit corporation organized and existing under the laws of the State of Idaho; and

WHEREAS, CC annually sponsors the Event in downtown Coeur d’Alene; and

WHEREAS, CDA and CC recognize the need for and efficiency of a Memorandum of Understanding (“MOU”) in establishing each party’s expectations, as well as the roles and responsibilities of each party, for the Event; and

WHEREAS, it is the mutual desire of CDA and CC to memorialize their understanding and agreement with respect to their cooperation on the Event; and

WHEREAS, this MOU creates a mutually beneficial solution for the parties involved.

NOW, THEREFORE, it is hereby agreed as follows:

III. AGREEMENT:

A. CC hereby agrees:

1. To sponsor a Parade on Tuesday, July 4, 2023, and pay CDA a fee of seven hundred fifty and no/100 dollars (\$750.00), together with a refundable damage deposit of one thousand and no/100 dollars (\$1,000.00). This fee and deposit have been paid;

2. To be solely responsible for the organization and operation of the Parade, except as set out in paragraph III(B) of this MOU;
3. To meet with CDA at least fourteen (14) days prior to the date of the Parade to discuss the traffic control plan;
4. To provide one (1) qualified adults (“Monitors”) to monitor and oversee the traffic barricades used for the Parade at each intersection on E. Sherman Avenue needed for emergency services, which at this time are identified as Second, Third, Fourth, Seventh, Eleventh, Fifteenth, and Twenty-Second Streets, subject to modification in the traffic control plan; and to provide one (1) qualified adult to monitor and oversee the traffic barricades at all other intersections on E. Sherman Avenue along the parade route and assembly area. A qualified adult is a responsible person over the age of eighteen (18) who has received adequate instruction/training regarding the proper methods of traffic control for parades;
5. To supervise the Monitors in a reasonable and professional manner, and to provide and require said Monitors to wear a safety vest at all times when on duty, and to carry identification showing that they are authorized to oversee the traffic control devices on behalf of CC;
6. That the Monitors are not employees, volunteers, or agents of CDA, but act entirely under the authority and responsibility of CC;
7. CC shall coordinate the towing of vehicles parked in violation of the signs with the Coeur d’Alene Police Department;
8. To assure that all traffic barricades supplied by CDA remain in their proper positions, in accordance with the traffic control plan, to ensure that traffic from side streets does not enter the Parade route until the Parade is completed;
9. That the Parade route shall be on Sherman Avenue from 15th Street to 1st Street, with an assembly area on Sherman Avenue from 15th Street to 23rd Street. CC will inform Parade participants to exit at the end of the Parade from Northwest Boulevard onto N. Government Way, and CC shall station personnel at that intersection to assure compliance;
10. That CC may begin staging for the Parade no earlier than 8:00 a.m., on Tuesday, July 4, 2023;
11. That the Parade shall start at 10:00 a.m., and be completed by 1:00 p.m., on Tuesday, July 4, 2023, at which time CC will begin cleaning the Parade route, together with the open space at the southeast corner of Sixth Street and E.

Sherman Avenue, and will remove any CC property that was placed for the Parade. Clean-up shall be completed no later than 4:00 p.m. on Tuesday, July 4, 2023;

12. That it will participate in a debriefing session with CDA within one (1) week of the conclusion of the Event, or such other time as agreed by CDA;
13. That CC shall sponsor a community Fireworks display on Lake Coeur d'Alene off City Beach;
14. To hire a maximum of twenty (20) certified flaggers to assist with traffic control for traffic exiting the downtown area after the Fireworks display; not to exceed \$8,000.00. CC will provide up to six (6) CC employee flaggers in addition to the 20 contractor flaggers.
15. That CC shall lease the following listed City parking lots on July 4, 2023, from 12:01 a.m. to 11:59 p.m.:
 - City Hall lot
 - Independence Point lot
 - Museum lot
 - Memorial Field Paved lot
 - 4th Street Parking Garage
 - Coeur d'Alene Public Library
 - McEuen Park Parking Facility
16. That consideration for the lease of parking lots shall be \$9.00 per space, payable to the City of Coeur d'Alene Parking Fund;
17. That payment for the lease shall be made on or before July 31, 2023;
18. That CC agrees that it will charge no more than \$20.00 per space for all leased parking spaces during the term of the lease; and
19. That CDA shall be allowed spaces at the Independence Point lot for the Police Department command trailer, and Fire Ambulance and staff vehicle, spaces at the City Hall lower lot for Police Department staging purposes, and spaces in front of the Human Rights Education Institute on July 4, 2023, as shown on the attached photographs.
20. That CC, including its agents, employees, licensees, and all parade participants, shall be allowed to distribute candy during the Parade in accordance with the following rules:

- a. Candy distribution should be done in a safe and responsible manner at all times.
- b. Only authorized individuals or groups, such as parade volunteers or event organizers, should be designated as official candy distributors. Unauthorized individuals, including participants or spectators, should not distribute candy during the parade.
- c. Candy Choices: Candy should be individually wrapped and in its original packaging.
- d. Candy should be appropriate for all ages, taking into consideration potential choking hazards for young children.
- e. CC is responsible for cleaning up any candy wrappers or debris left behind during the parade. It is important to leave the parade route clean and free of litter.
- f. CC is responsible for enforcing these rules for the distribution of candy during the Parade.

B. CDA hereby agrees:

1. To prepare a traffic control plan for the Parade and complete it at least fourteen (14) days prior to the date of the Parade. Among the elements of the plan shall be closure of E. Sherman Avenue from 23rd Street to Northwest Boulevard, Northwest Boulevard from E. Sherman Avenue to W. Garden Avenue, and Government Way from Northwest Boulevard to E. Wallace Avenue; and a hard closure at 2nd Street and E. Sherman Avenue thirty (30) minutes prior to the start of the Parade;

2. To meet with CC at least fourteen (14) days prior to the date of the Parade to discuss the traffic control plan;

That no more than three (3) days or less than two (2) days prior to the date of the Parade, CDA will place “No Parking” signs, approved and supplied by CDA, along the Parade route. CC is responsible for providing the appropriate information on the “No Parking” signs, CDA will insert the information and remove the signs following the Parade.

3. That the Coeur d’Alene Police Department shall coordinate with CC the towing of vehicles parked in violation of the “No Parking” signs;

4. To provide and set up traffic barricades needed to comply with the traffic control plan. Set up shall begin, and E. Sherman Avenue will be closed along the Parade route and the assembly area, at 5:00 a.m.;
5. To provide and set up a twelve-foot, three-tier aluminum bleacher in the open space between Third Street and Fourth Street on Sherman Avenue for CC's Parade commentator;
6. To remove the traffic barricades following the completion of the Parade;
7. To provide five (5) portable lights for City Park, three (3) portable light will be placed within the park, and two (2) portable light at Independence Point at no charge to CC. These lights will be placed by CDA prior to dusk and will be removed after the Fireworks display has been completed. The location of the portable lights may be changed at the direction of the Coeur d'Alene Police Department;
8. To provide fire inspections for food trucks which may be located in City Park on July 4, 2023, by a third party;
9. To provide and set up traffic barricades needed to control traffic exiting the downtown area after the Fireworks display has been completed. Set up of these barricades shall begin at 6:30 p.m.;
10. To provide to CC the following listed City parking lots on July 4, 2023, for CC's exclusive use (except as provided herein) from 12:01 a.m. to 11:59 p.m.:

- City Hall lot
- Independence Point lot
- Museum lot
- Memorial Field Paved lot
- 4th Street Parking Garage
- Coeur d'Alene Public Library
- McEuen Park Parking Facility;

and

11. To charge CC \$9.00 per space for the parking lots.

D. It is further agreed by all parties:

1. That lines of communication shall be kept open in order to discuss any concerns arising from the terms of this MOU and to reach mutually agreeable solutions in a timely manner.

2. That this MOU may be modified only by mutual written agreement.
3. Each party shall be liable for any and all claims, damages or suits arising from the acts, omissions or negligence of its officers, agents and employees.

Dated this 6th day of June, 2023.

CITY OF COEUR D'ALENE

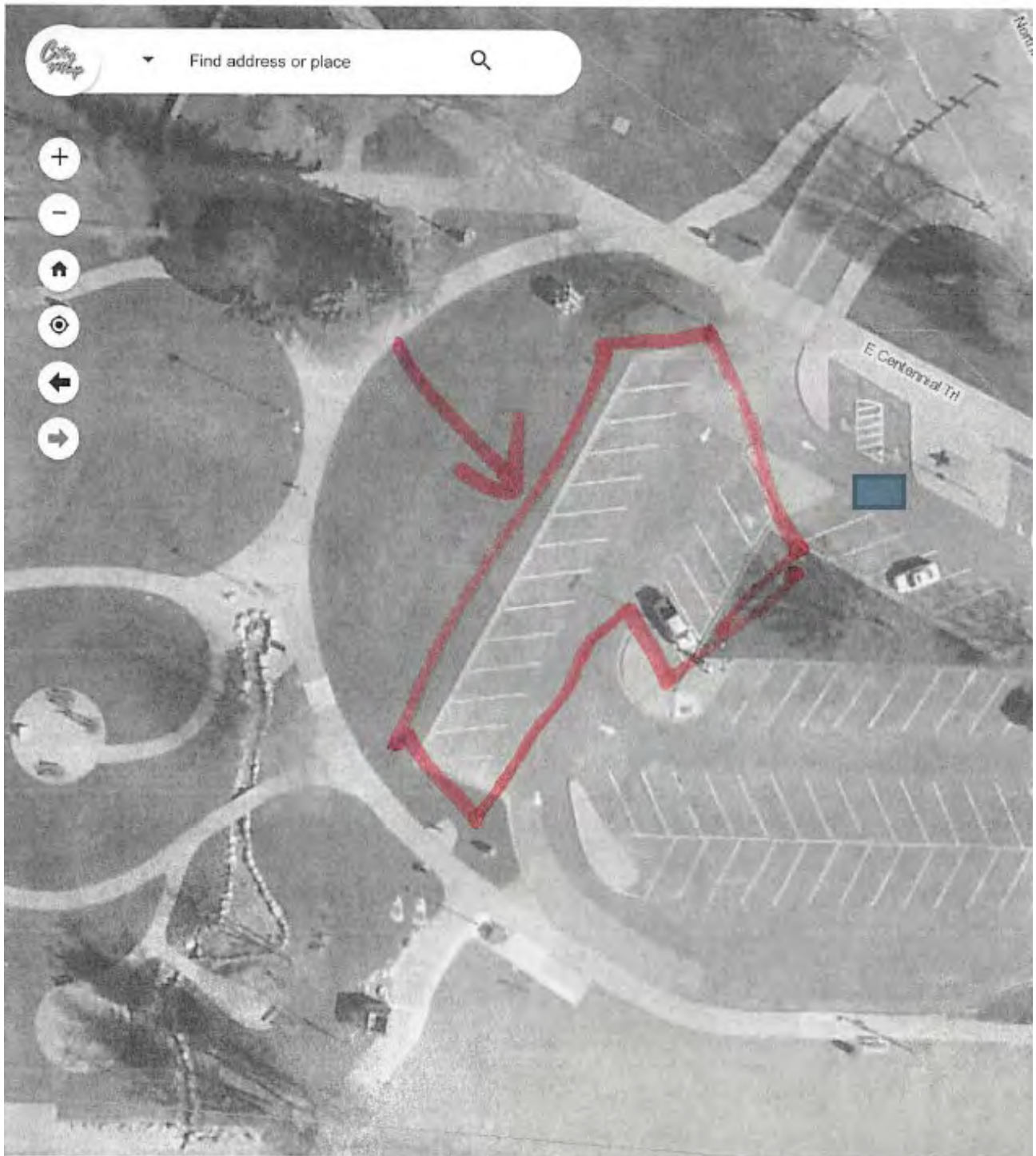
**COEUR D'ALENE REGIONAL CHAMBER
OF COMMERCE, INC.**

James Hammond, Mayor

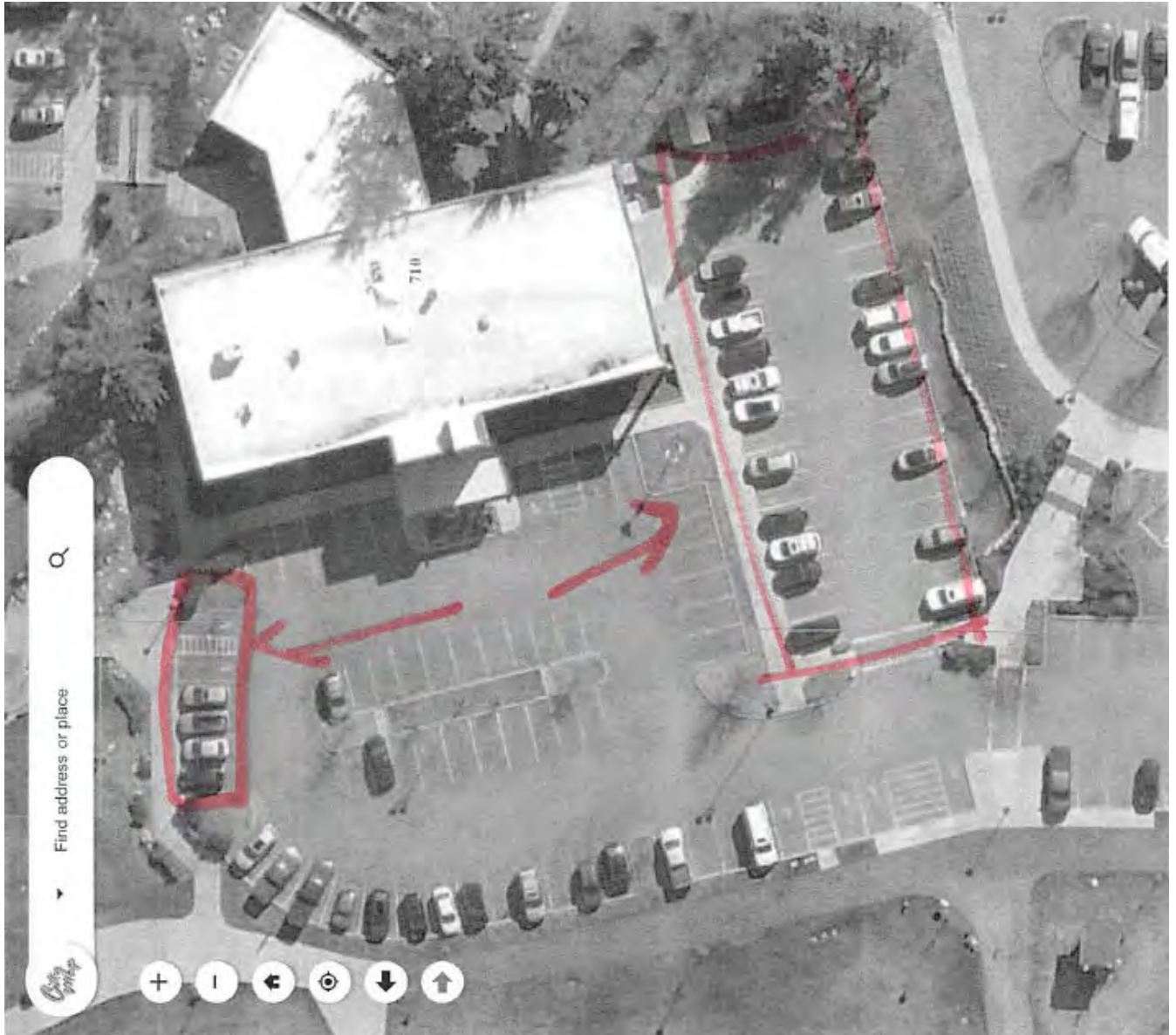
Linda Coppess, President/CEO

ATTEST:

Renata McLeod, City Clerk



INDEPENDENCE POINT

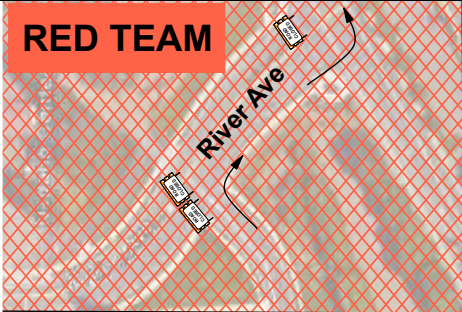


CITY HALL



HUMAN RIGHTS EDUCATION INSTITUTE

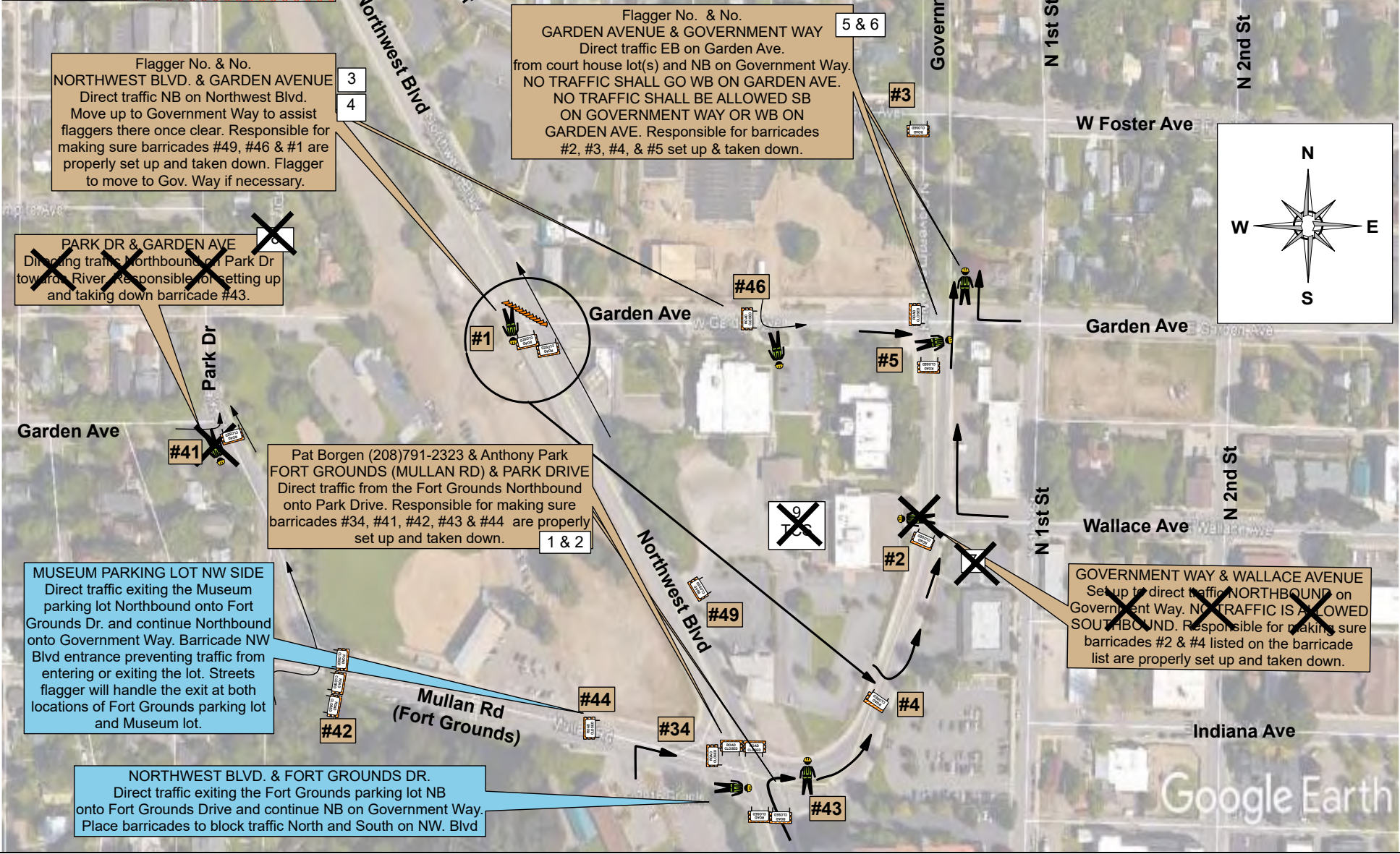
RED TEAM



Advise CdA Resort customers to take Government Way N/B, turn E/B on a side street to 1st St. and travel S/B to Sherman Ave. Everyone to be in position between 1930-2000 and barricades pulled into place by 2030.

-3 Flaggers
6 Flaggers
Total
1 - 6

Tan Team



Flagger No. & No.
NORTHWEST BLVD. & GARDEN AVENUE
 Direct traffic NB on Northwest Blvd.
 Move up to Government Way to assist flaggers there once clear. Responsible for making sure barricades #49, #46 & #1 are properly set up and taken down. Flagger to move to Gov. Way if necessary.

Flagger No. & No.
GARDEN AVENUE & GOVERNMENT WAY
 Direct traffic EB on Garden Ave. from court house lot(s) and NB on Government Way.
NO TRAFFIC SHALL GO WB ON GARDEN AVE. NO TRAFFIC SHALL BE ALLOWED SB ON GOVERNMENT WAY OR WB ON GARDEN AVE. Responsible for barricades #2, #3, #4, & #5 set up & taken down.

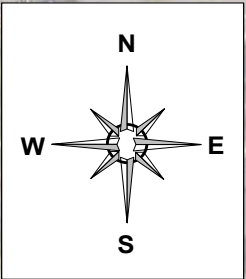
PARK DR & GARDEN AVE
 Directing traffic Northbound on Park Dr toward River. Responsible for setting up and taking down barricade #43.

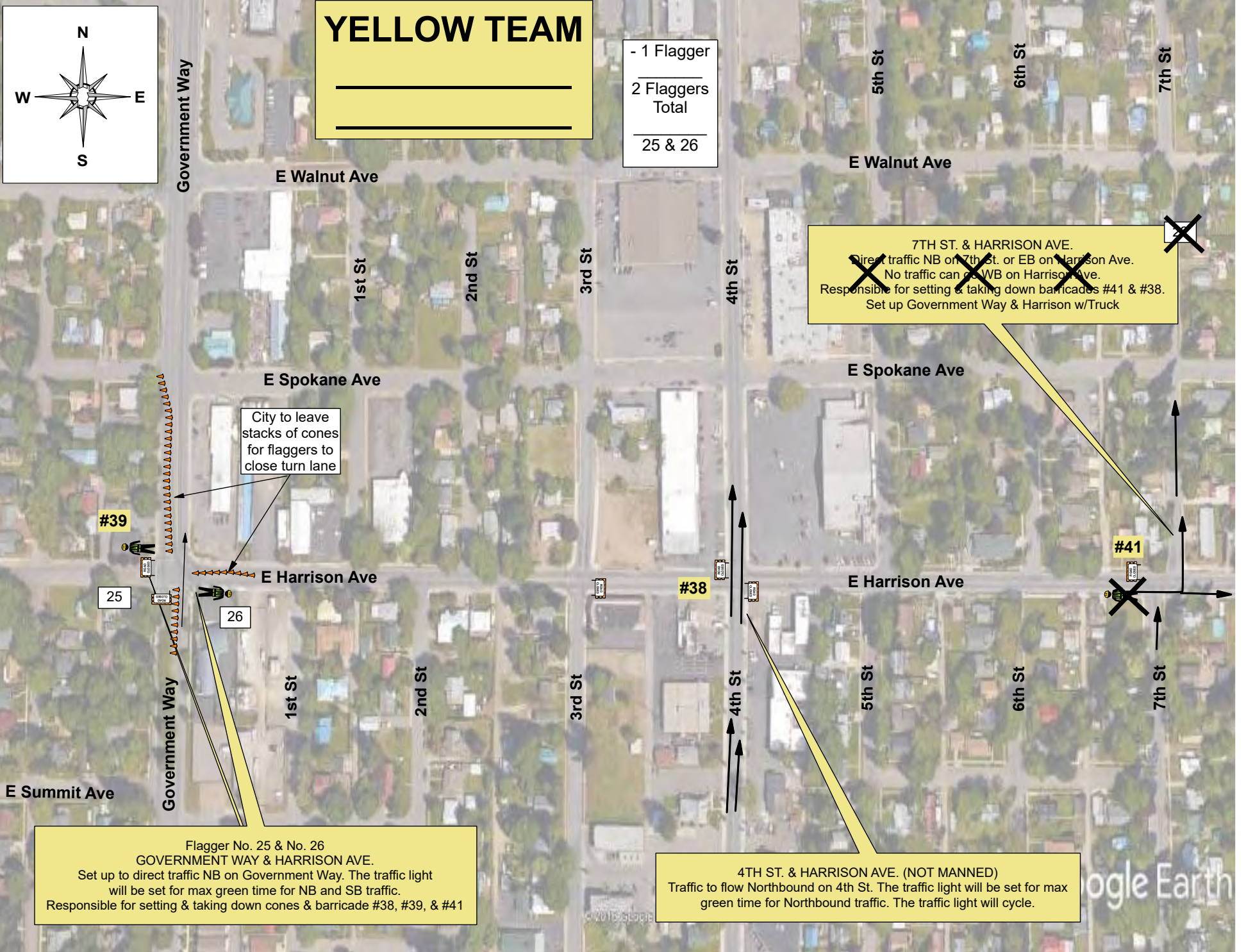
Pat Borgen (208)791-2323 & Anthony Park
FORT GROUNDS (MULLAN RD) & PARK DRIVE
 Direct traffic from the Fort Grounds Northbound onto Park Drive. Responsible for making sure barricades #34, #41, #42, #43 & #44 are properly set up and taken down.

MUSEUM PARKING LOT NW SIDE
 Direct traffic exiting the Museum parking lot Northbound onto Fort Grounds Dr. and continue Northbound onto Government Way. Barricade NW Blvd entrance preventing traffic from entering or exiting the lot. Streets flagger will handle the exit at both locations of Fort Grounds parking lot and Museum lot.

NORTHWEST BLVD. & FORT GROUNDS DR.
 Direct traffic exiting the Fort Grounds parking lot NB onto Fort Grounds Drive and continue NB on Government Way. Place barricades to block traffic North and South on NW. Blvd

GOVERNMENT WAY & WALLACE AVENUE
 Set up to direct traffic NORTHBOUND on Government Way. **NO TRAFFIC IS ALLOWED SOUTHBOUND.** Responsible for making sure barricades #2 & #4 listed on the barricade list are properly set up and taken down.





YELLOW TEAM

- 1 Flagger
- 2 Flaggers Total

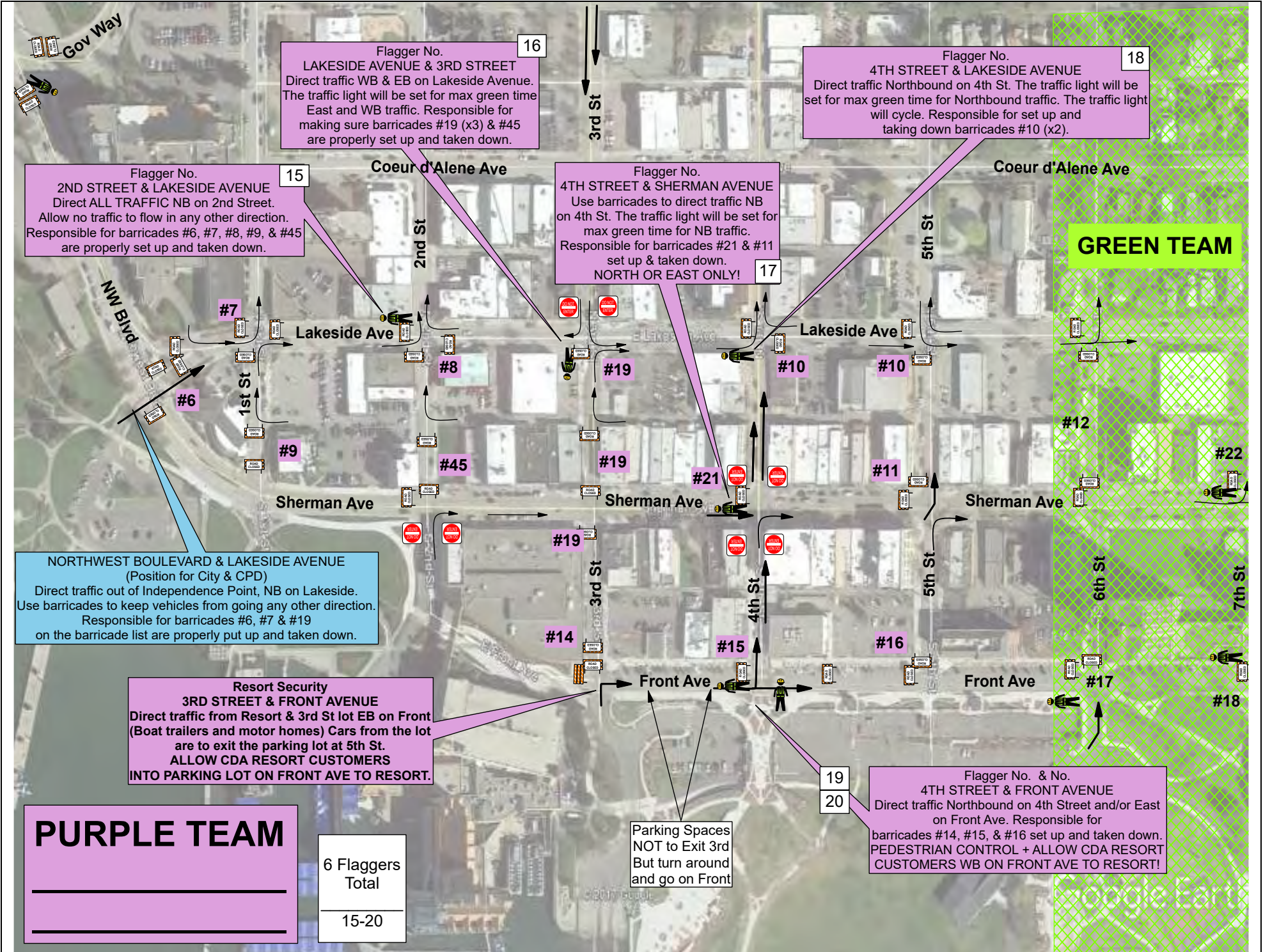
- 25 & 26

7TH ST. & HARRISON AVE.
 Direct traffic NB on 7th St. or EB on Harrison Ave.
 No traffic can go WB on Harrison Ave.
 Responsible for setting & taking down barricades #41 & #38.
 Set up Government Way & Harrison w/Truck

City to leave stacks of cones for flaggers to close turn lane

Flagger No. 25 & No. 26
GOVERNMENT WAY & HARRISON AVE.
 Set up to direct traffic NB on Government Way. The traffic light will be set for max green time for NB and SB traffic.
 Responsible for setting & taking down cones & barricade #38, #39, & #41

4TH ST. & HARRISON AVE. (NOT MANNED)
 Traffic to flow Northbound on 4th St. The traffic light will be set for max green time for Northbound traffic. The traffic light will cycle.



Flagger No. 15
 2ND STREET & LAKESIDE AVENUE
 Direct ALL TRAFFIC NB on 2nd Street.
 Allow no traffic to flow in any other direction.
 Responsible for barricades #6, #7, #8, #9, & #45
 are properly set up and taken down.

Flagger No. 16
 LAKESIDE AVENUE & 3RD STREET
 Direct traffic WB & EB on Lakeside Avenue.
 The traffic light will be set for max green time
 East and WB traffic. Responsible for
 making sure barricades #19 (x3) & #45
 are properly set up and taken down.

Flagger No. 17
 4TH STREET & SHERMAN AVENUE
 Use barricades to direct traffic NB
 on 4th St. The traffic light will be set for
 max green time for NB traffic.
 Responsible for barricades #21 & #11
 set up & taken down.
NORTH OR EAST ONLY!

Flagger No. 18
 4TH STREET & LAKESIDE AVENUE
 Direct traffic Northbound on 4th St. The traffic light will be set
 for max green time for Northbound traffic. The traffic light
 will cycle. Responsible for set up and
 taking down barricades #10 (x2).

NORTHWEST BOULEVARD & LAKESIDE AVENUE
 (Position for City & CPD)
 Direct traffic out of Independence Point, NB on Lakeside.
 Use barricades to keep vehicles from going any other direction.
 Responsible for barricades #6, #7 & #19
 on the barricade list are properly put up and taken down.

Resort Security
 3RD STREET & FRONT AVENUE
 Direct traffic from Resort & 3rd St lot EB on Front
 (Boat trailers and motor homes) Cars from the lot
 are to exit the parking lot at 5th St.
**ALLOW CDA RESORT CUSTOMERS
 INTO PARKING LOT ON FRONT AVE TO RESORT.**

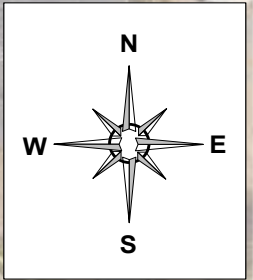
Flagger No. & No. 19
 20
 4TH STREET & FRONT AVENUE
 Direct traffic Northbound on 4th Street and/or East
 on Front Ave. Responsible for
 barricades #14, #15, & #16 set up and taken down.
**PEDESTRIAN CONTROL + ALLOW CDA RESORT
 CUSTOMERS WB ON FRONT AVE TO RESORT!**

Parking Spaces
 NOT to Exit 3rd
 But turn around
 and go on Front

PURPLE TEAM

6 Flaggers Total
15-20

GREEN TEAM



Ramsey Rd

Appleway Ave

#29

13

Flagger No. (Class 3 Gear)
 RAMSEY RD. & APPLEWAY AVE.
 Close Ramsey Road for SB traffic. Do not allow any vehicles SB on Northwest Blvd. The light set for max green time North and Southbound traffic on Ramsey Rd. Direct traffic out of the area.
 Responsible for barricades #29, #30, & #35
 + NO LEFT TURN Signs & Cones.

12

Flagger No. (Class 3 Gear)
 NORTHWEST BLVD. & I-90
 Direct traffic at Northwest Boulevard and I-90.
KEEP TRAFFIC MOVING AGAINST LIGHT W/WAND!
 The light will be set for max green time for North and SB on Northwest Blvd. Ramp is closed no other traffic will be in intersection. Assist vehicles on the I-90 off ramp NB.
 Responsible for assisting with barricades #29, #30 & #35 + NO LEFT TURN Signs & Cones.

Close NW Blvd on ramps, East and Westbound, Off of I-90 @ 7:00 pm
 Barricades and drums #30 & 35

#35

Set up Message Board, Type 3 Barricade w/Road Closed, & 15 Const Drums to Close Ramp

#30

I-90

Northwest Blvd

Seltice Way

11

10

Flagger No. & No.
 NORTHWEST BLVD. & IRONWOOD DR.
 Direct traffic at Northwest Boulevard and Ironwood Drive. The traffic light will be set for max green time for North and Southbound traffic on Northwest Blvd.
 Direct traffic against the light w/WAND when necessary. Keep traffic moving Northbound. Responsible for barricade #36 set up and take down. NO TLEFT TURN Signs and Cones being set to close left turn and straight lanes East & West.
WATCH FOR EMERGENCY VEHICLES TO HOSPITAL EB!

4 Flaggers
 Total
 10-14

BLUE TEAM

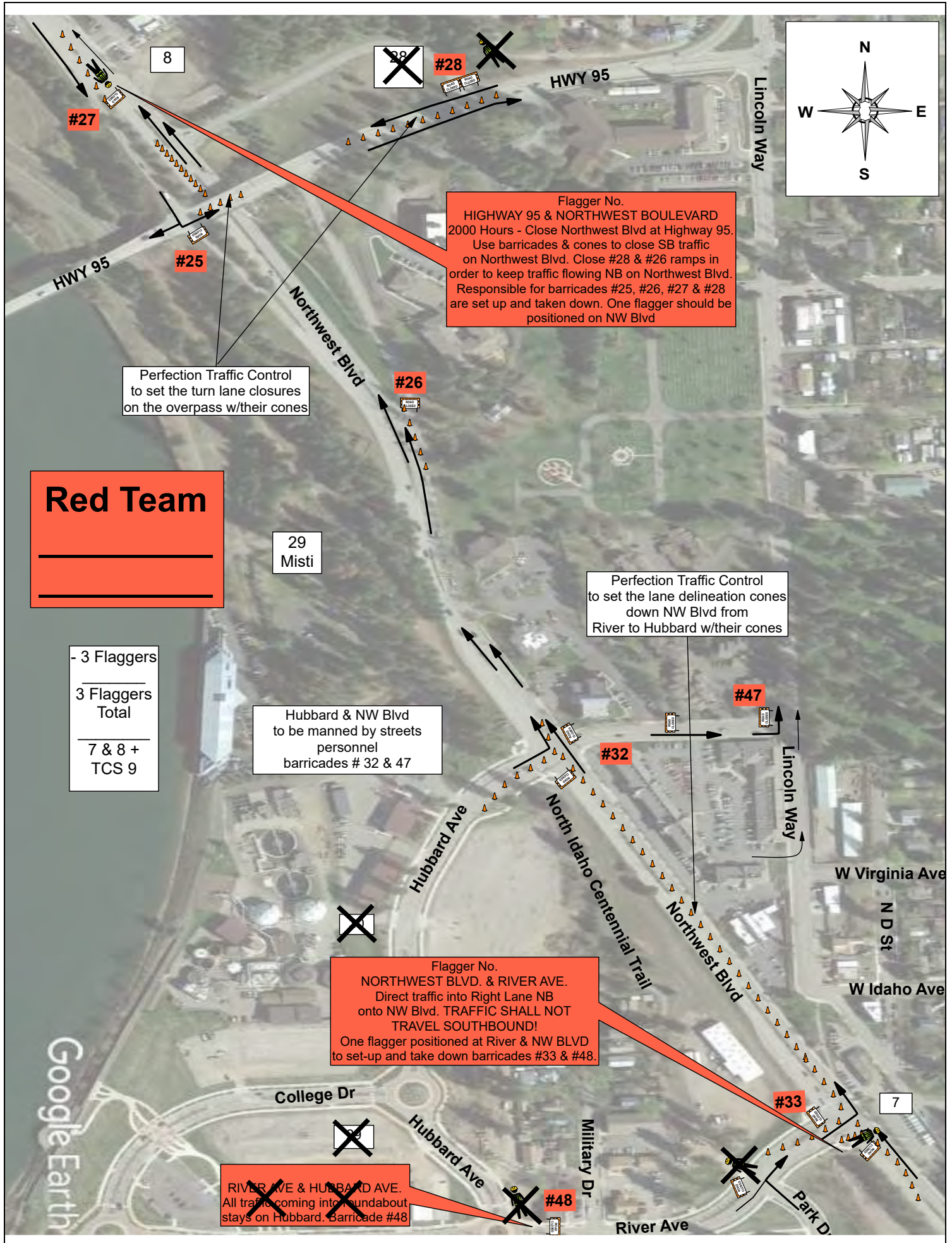
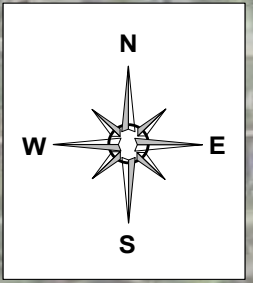
(Class 3 Gear)

Ironwood Dr

#36



HOSPITAL ROUTE



Flagger No.
HIGHWAY 95 & NORTHWEST BOULEVARD
2000 Hours - Close Northwest Blvd at Highway 95.
Use barricades & cones to close SB traffic
on Northwest Blvd. Close #28 & #26 ramps in
order to keep traffic flowing NB on Northwest Blvd.
Responsible for barricades #25, #26, #27 & #28
are set up and taken down. One flagger should be
positioned on NW Blvd

Perfection Traffic Control
to set the turn lane closures
on the overpass w/their cones

Perfection Traffic Control
to set the lane delineation cones
down NW Blvd from
River to Hubbard w/their cones

Hubbard & NW Blvd
to be manned by streets
personnel
barricades # 32 & 47

Flagger No.
NORTHWEST BLVD. & RIVER AVE.
Direct traffic into Right Lane NB
onto NW Blvd. TRAFFIC SHALL NOT
TRAVEL SOUTHBOUND!
One flagger positioned at River & NW BLVD
to set-up and take down barricades #33 & #48.

RIVER AVE & HUBBARD AVE.
All traffic coming into roundabout
stays on Hubbard. Barricade #48

Red Team

- 3 Flaggers
3 Flaggers
Total
7 & 8 +
TCS 9

29
Misti

8

#28

#27

#25

#26

#47

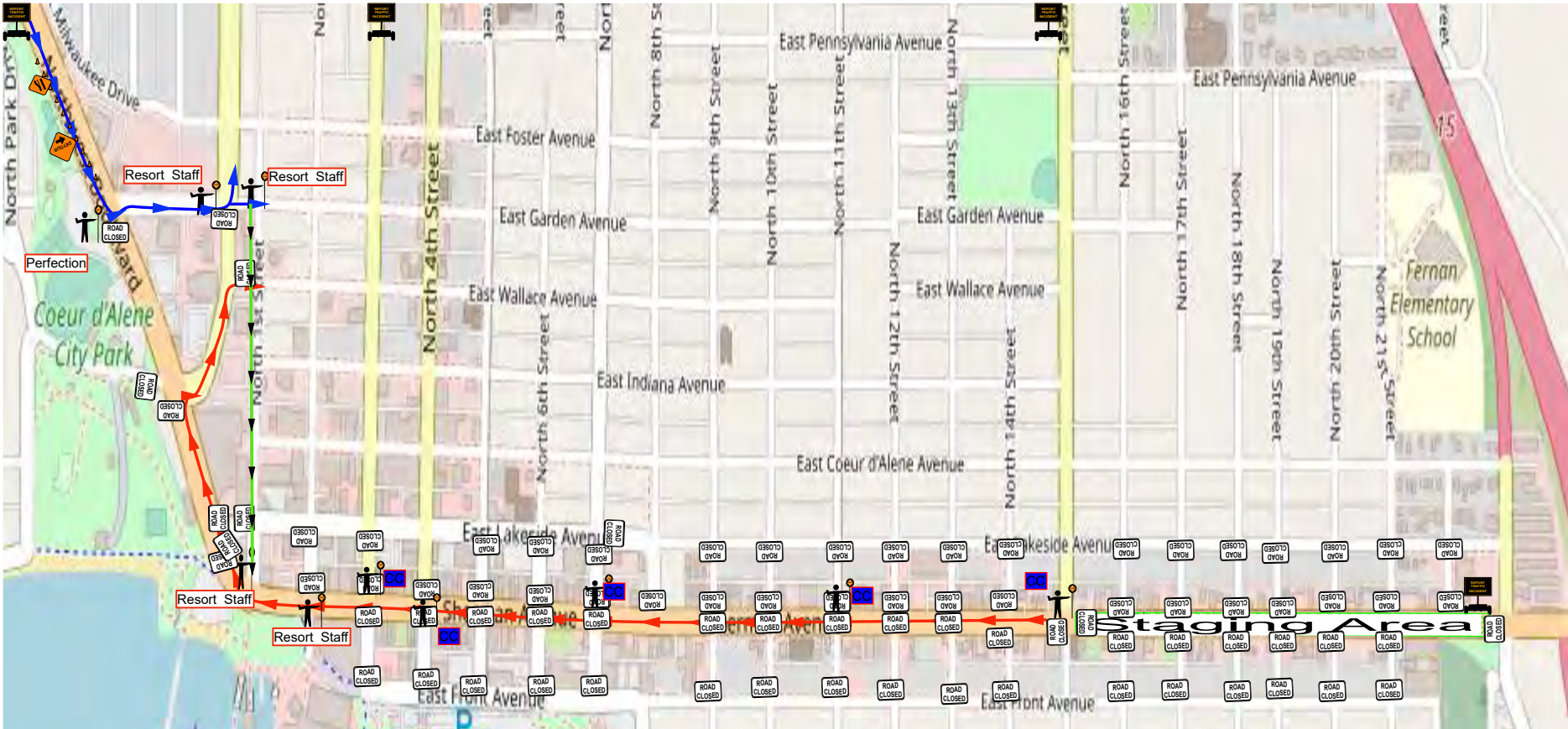
#32






#33

7

#48





 Parade Route
 Traffic Route
 Resort Traffic
 Chamber Staff
 Resort Staff

Date: 7-4-23 **Project:** 4th Of July Parade

Comments:
 7am -15th to East set closure at
 9:30am- Closure to Resort and 3rd,4th,7th,15th signals in flash
 10am- Parade to start
 Note: Chamber staff does not need stop/slow paddles

- Manifest**
- 85 x R11-2 ROAD CLOSED
 - 12 x flagger flagger
 - 10 x Cone
 - 4 x VMS Board
 - 1 x SC9 (FWY) DETOUR with Arrow
 - 1 x W4-2R Lane Ends

**CITY COUNCIL MEETING
STAFF REPORT**

DATE: JUNE 6, 2023

FROM: STEPHANIE PADILLA, ACCOUNTANT

SUBJECT: APPROVE THE PURCHASE OF THE ART PIECE TITLED
“TIMELINE THEORY REFLECTIONS”

DECISION POINT:

Should Council approve the purchase of an ArtCurrents piece known as “Timeline Theory Reflections,” by artist Ken Turner, in the amount of \$1,000.00?

HISTORY:

In May, 2021, the City of Coeur d’Alene Arts Commission issued a call to artists for the Fiscal Year 2021/22 and 2022/23 ArtCurrents Program. One of the selected art pieces was by artist Ken Turner, titled “Timeline Theory Reflections.” The piece is made of steel and stands 112” x 24” x 24”. Mr. Turner is a resident of the Pacific Northwest. The ArtsCurrents contract for his art piece expires in September 2023. A representative with the City of Coeur d’Alene has been in contact with Mr. Turner, and an agreement to purchase “Timeline Theory Reflections” in the amount of \$1,000 has been agreed upon. The original price of the art piece was \$7,000, and if it had sold while in the ArtCurrents program, the artist would have received \$5,250, with the City receiving a 25% commission. The art piece is currently on display on the corner of 3rd Street and Sherman Avenue. On May 23, 2023, the Arts Commission unanimously recommended the purchase of the statue, to be added the City’s permanent public art collection and potentially placed at the new Atlas Waterfront Park.

FINANCIAL:

The total price for the statue is \$1,000. Funding for the purchase will come from the Public Art Fund. Ignite CDA annually provides a percentage of its budget to the City for public art within the urban renewal districts.

DECISION POINT/RECOMMENDATION:

Council should approve the purchase of Ken Turner’s art piece entitled “Timeline Theory Reflections,” in the amount of \$1,000.

EXHIBIT A



“Timeline Theory Reflections”

By Artist Ken Turner



**To Approve the Purchase of an ArtCurrents Piece
Entitled “Timeline Theory Reflections,”
by Artist Ken Turner,
in the Amount of \$1,000.00.**





**“Timeline Theory Reflections”
Artist: Ken Turner**



Questions?



RESOLUTION NO. 23-041

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A LETTER AGREEMENT FOR THE PURCHASE OF AN ARTWORK ENTITLED "TIMELINE THEORY REFLECTIONS" FROM ARTIST KEN TURNER IN THE AMOUNT OF \$1,000.00 FROM THE PUBLIC ART FUND.

WHEREAS, Stephanie Padilla, Accountant, is recommending that the City of Coeur d'Alene approve a Letter Agreement to purchase an artwork entitled "Timeline Theory Reflections," from artist Ken Turner in the amount of One Thousand Dollars (\$1,000.00), a copy of which agreement is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, funding for the purchase will come from the Public Art Fund.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City approve a Letter Agreement authorizing the purchase the artwork "Timeline Theory Reflections" from artist Ken Turner in the amount of \$1,000.00, in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact; and

BE IT FURTHER RESOLVED that the City Administrator be directed to execute the Agreement on behalf of the City.

DATED this 6th day of June, 2023.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

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

_____ was absent. Motion _____.



CITY OF COEUR D'ALENE

710 E. MULLAN AVENUE
COEUR D'ALENE, IDAHO 83814
208/769-2300

LETTER OF AGREEMENT

JUNE 6, 2023

Ken Turner
2110 18th Ave. So.
Seattle, WA 98144
(206) 325-4709

kenturner2@juno.com

SUBJECT: PURCHASE OF ART PIECE TITLED “TIMELINE THEORY REFLECTIONS”

Dear Mr. Turner:

This letter shall serve as an agreement between the City of Coeur d’Alene and you. This Agreement shall be valid only if signed and returned within ten (10) days (email, fax, or mail). Upon receipt of the signed agreement, the City will pay \$1,000.00 for the purchase of the artwork entitled “Timeline Theory Reflections,” which is currently displayed as part of the City’s ArtCurrents program. Upon payment, full title to “Timeline Theory Reflections” will be vested in the City. By signing this agreement, you affirm that you have all rights to “Timeline Theory Reflections” and have the authority to sell it without the consent of any third party.

TROY TYMESEN
City Administrator
City of Coeur d’Alene

KEN TURNER, Artist

CITY COUNCIL STAFF REPORT

DATE: JUNE 6, 2023

FROM: MIKE BECKER, CAPITAL PROGRAMS MANAGER,
WASTEWATER DEPARTMENT

SUBJECT: AMENDMENT NO. 3 TO SOLIDS BUILDING IMPROVEMENTS
CONTRACT WITH HDR ENGINEERING, INC.

DECISION POINT:

Should City Council approve Amendment No. 3 to the City's existing Professional Services Agreement (PSA) with HDR Engineering, Inc., for Professional Services associated with the Solids Building Improvements Project?

HISTORY:

Wastewater Treatment Facility Projects are typically long and progressive projects. Understanding that the facility must remain fully operational at all times, a professional firm is hired to assist the city from conceptual design, through construction, and eventually to project close-out. The Solids Building Improvements is such a project.

On August 18, 2020, the city executed a PSA (Res. 20-045) with HDR Engineering, Inc., for the preliminary engineering design to replace the treatment facility's biosolids dewatering unit. This PSA included assisting the Wastewater Department with the prequalification of manufacturers and suppliers, and ultimately the procurement of a new centrifuge unit.

On December 21, 2021, the city executed PSA Amendment #1 (Res. 21-074) with HDR for the final engineering and design of the additional project elements. This included the centrate tank cover, odor control, provisional centrate screening and pumping, centrifuge and related equipment installation, controls and electrical.

On July 5, 2022, the city executed PSA Amendment #2 (Res. 22-029) with HDR for the engineering and architectural design of the solids building expansion. This scope of work included a larger enclosed facility for biosolids loadout, conveyors and a second floor for future dewatering equipment. It also included prequalifying General Contractors for Idaho Code § 67-2805 Category B bidding purposes and on May 2, 2023, the city executed an agreement with a General Contractor (Res 23-029), Apollo, Inc., to construct this project.

FINANCIAL ANALYSIS:

PSA Amendment #3 is presented for HDR's Professional Services for the bidding, construction management and oversight of the Solids Building Improvements Project (Tasks 700.A3, & 800-1000). Task 600.A2 is Regulatory Requirement for producing conform copies of the construction plans and specifications.

A summary of tasks and costs completed to date are presented in Grey in the below table. Costs for this PSA Amendment #3 is shown below in Blue. These tasks and costs were anticipated from the beginning, but the amounts were unknown when the original contract was entered into on August 18, 2020.

TASK	DESCRIPTION	COSTS
100	Project Management	\$21,908
200	Regulatory Liaison, Permits, and Approvals	\$1,472
300	Concepts Development and Evaluation	\$36,580
400	Core & Preliminary Design	\$155,296
500.A1	Additional Project Elements & Final Design Development (Management Reserve)	\$117,093
500.A2	Onsite Lidar Scanning (Survey)	\$6,004.21
500.A2	Solids Building Expansion	\$42,356.93
600	Final Contract Documents	\$14,323
600.A3	Final Contract (Conform) Documents (Additional)	\$29,800
700	Solids Building Improvements and Centrifuge Installation Bidding Administration	\$3,206
700.A2	Contractor Prequalification Evaluation	\$2,402.43
700.A3	Bidding Administration	\$15,000
800	Construction Phase Services	\$299,820
900	Construction Phase Field Services	\$533,166
1000	Post Construction and Close-out Services	\$121,544

PSA Total:	\$232,785.00
PSA Amendment #1 Total:	\$117,093.00
PSA Amendment #2 Total:	\$50,763.57
PSA Amendment #3 Total:	<u>\$999,330.00</u>
Total PSA with Amendments:	\$1,399,971.57

The Solids Building Improvement Project is a multi-year project and will extend into FY 2023/2024. The Wastewater Department planned for this project and has budget authority for this multi-year project. Currently, \$1.4M has been allocated for the first year of this project, and will budget accordingly in the following FY 2023/2024. A copy of HDR's amended scope, modified Project Schedule and Compensation is attached for your review.

PERFORMANCE ANALYSIS:

This amendment is a continuation of the ongoing Solids Handling Improvements Project PSA. HDR was selected for this project. Subsequent amendments are in accordance with Idaho Code § 67-2320(4) that allows for the City to negotiate a new professional services contract for an associated or a phased project.

DECISION POINT/RECOMMENDATION:

City Council should approve Amendment No. 3 to the existing Professional Services Agreement (PSA) with HDR Engineering, Inc., for the Professional Services associated with the Solids Building Improvements Project in the amount of \$999,330.00.

RESOLUTION NO. 23-042

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH HDR ENGINEERING, INC., IN THE AMOUNT OF \$999,330.00 FOR BIDDING, CONSTRUCTION MANAGEMENT SERVICES, AND PROJECT OVERSIGHT ASSOCIATED WITH THE SOLIDS HANDLING IMPROVEMENTS PROJECT.

WHEREAS, pursuant to Resolution No.20-045 adopted the 18th day of August, 2020, the City of Coeur d'Alene entered into a Professional Services Agreement with HDR Engineering, Inc., as amended by Resolution No. 21-074 and Resolution No. 22-029 for preliminary engineering design to replace the treatment facility's biosolids dewatering unit; and

WHEREAS, the Professional Services Agreement was intended to amended for phases subsequent to the design phase as costs became capable of determination; and

WHEREAS, two previous amendments were approved by Council, to cover final engineering and design of additional project elements, and for the engineering and architectural design of the solids building expansion; and

WHERE, the project has reached the stage where the cost of bidding, construction management services, and project oversight can be determined; and

WHEREAS, Mike Becker, Capital Program Manager, Wastewater Department, is recommending approval of Amendment No. 3 to the Professional Services Agreement in the amount of \$999,330.00, a copy of which is attached hereto as Exhibit "1" 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 Amendment No. 3 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. 3 to the Professional Services Agreement with HDR Engineering, Inc., in the amount of \$999,330.00 for bidding, construction management services, and project oversight associated with the Solids Handling Improvements Project, pursuant to the agreement attached hereto as Exhibit "1" 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.

DATED this 6th day of June, 2023.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

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

_____ was absent. Motion _____.

EXHIBIT A

SOLIDS HANDLING IMPROVEMENTS PROJECT AT THE COEUR D’ALENE ADVANCED WASTEWATER TREATMENT FACILITY (AWTF)

FOR THE

CITY OF COEUR D’ALENE, IDAHO

SCOPE OF SERVICES, SCHEDULE, AND COMPENSATION

ORIGINAL CONTRACT – AUGUST 18, 2020

MODIFIED FOR AMENDMENT 01 – NOVEMBER 15, 2021

MODIFIED FOR AMENDMENT 02 – JUNE 3, 2022

MODIFIED FOR AMENDMENT 03 – JUNE 6, 2023

Introduction – Scope of Services

The Scope of Services is for HDR Engineering, Inc. (“HDR”) to provide preliminary engineering design, detailed design, bidding, and construction services to the City of Coeur d’Alene, Idaho (“CITY”) related to improvements to the solids handling system at the Coeur d’Alene Advanced Wastewater Treatment Facility (AWTF). Currently, the City operates a single centrifuge with a belt filter press as a standby dewatering unit. The improvements will include the replacement of the existing belt filter press with a new dewatering centrifuge, manufacturer control panel and associated polymer and odor control equipment, as well as planning for other Solids Handling Building improvements that may, or may not, be implemented in conjunction with provision of the new dewatering equipment depending upon decision making in the course of project development.

The scope of services identified below is based on the 2019 partial condition assessment of the wastewater treatment plant that was completed as an initial step of the 2018 Wastewater Treatment Facility Plan Update, the 2018 Wastewater Treatment Facility Plan Update, the January 2018 Evaluation of Solids Handling Facilities conducted at the partial condition assessment, and discussions with the City Management and Operations Staff.

The project is further defined as facilities to replace the existing belt press and associated system components with a new high solids dewatering centrifuge system including new emulsion polymer feed from the City’s new emulsion polymer feed system. It is anticipated that these facilities will generally include the following:

- Core Project Item— Demolition of the existing belt press, solids feed, and polymer feed in the existing belt press area of the Dewatering Room on the upper level of the Solids Handling Building.

- Core Project Item— Installation of one (1) new City pre-qualified and pre-purchased centrifuge.
- Core Project Item— Installation of new electrical and control equipment in a new conditioned area of the electrical room, or if additional space is needed an extension of the electrical room or use of the existing dry polymer (aging tank) storage room.
- Core Project Item— Connection of exhaust air from the centrifuge and liquid/solids discharges to the existing odor control and ventilation system.
- Core Project Item— Connection of the new dewatering equipment to the existing emulsion polymer feed system.
- Core Project Item – Evaluation of the electrical and structural requirements for the condition when both centrifuges are running simultaneously in parallel.
- Management Reserve Item— Evaluation of additional building space to allow for a larger electrical room on the upper level of the Solids Handling Building and addition of emulsion polymer storage. The building addition and storage facilities will be an additive item to the centrifuge purchase and installation project.
- Management Reserve Item – Design of additional odor control collection and treatment to support the Solids Handling Building addition and solids loadout facilities.
- Management Reserve Item - Additional assistance with the procurement of the centrifuge, including coordination with the City and centrifuge manufacturers on equipment testing requirements. Review, scoring, and responding to qualification statements, bench scale testing reports, and bid proposals from centrifuge manufacturers. Held discussions and provided recommendation information for selection of centrifuge equipment.
- Management Reserve Item - Additional services associated with the centrifuge pre-construction services including review City pre-purchased centrifuge mechanical and electrical shop drawings for compliance with the requirements of the procurement documents. Up to 2 resubmittals for each submittal is assumed, distribute reviewed submittals to the City and centrifuge manufacturer, evaluate and respond to up to three (3) RFIs from the centrifuge manufacturer.
- Management Reserve Item - Evaluation of modifications to the existing solids loadout room to include a full enclosure of the loadout facility to enable odor control for this area.
- Management Reserve Item - Evaluation of odor control alternatives for the centrate storage tank and selection of the preferred alternative for potential addition of odor control for the facility.
- Management Reserve Item - Evaluation of the Solids Handling Building odor control facilities alternatives, including the solids loadout and centrate storage, for adding odor

control to the new and existing systems at the Solids Handling Building as an additive item to the centrifuge purchase and installation project.

- Management Reserve Item – Onsite Lidar Scanning of Centrate Storage Tank and Solids Handling Building and post-processing of data as further described below.
- Management Reserve Item – Additional Design for Solids Building Expansion to house future dewatering equipment as further described below.
- Contractor Pre-Qualification Evaluation as further described below.
- Additional Design Item via Addendum – Design of new Odor Control Fan for Digester 5 overflow box, associated ductwork, electrical components, and necessary demolition.

Assumptions

The Scope of Services for design and bidding services is based on the following assumptions:

- The design and bidding services are based on the preparation of one (1) construction pre-qualification package, one (1) centrifuge pre-qualification package, one (1) pre-purchase package for procurement of a single centrifuge via pre-procurement and one (1) construction installation package for removal of the existing belt filter press in the Solids Handling Building upper level and installation of the City-supplied centrifuge system in the same location as the demolished belt filter press.
- The results from the Concepts Development and Evaluation Task Series 300 may result in changes to the scope and fee necessary if the Project scope changes.
- HDR standard AutoDesk CADD format and 6-digit specifications standards will be used for drawings and technical specifications.
- The City's standard Agreement and HDR developed pre-qualification and bidding documents will be utilized for this project. HDR will assist in the development of these documents.
- HDR's Master Specification system will be used for all technical specification sections.
- The centrifuge pre-purchase will be expedited on a fast-track basis immediately following the completion of the Concepts Development and Evaluation Task.
- A preliminary structural analysis of the Solids Handling Building will be completed to determine whether the new centrifuge will require additional structural modifications. A more thorough analysis will be completed as part of the detailed design scope. This scope assumes the detailed analysis will confirm no significant issues will be associated with the installation of the centrifuge.
- A preliminary electrical evaluation will be conducted to determine whether the new centrifuge equipment can be connected to the existing electrical service equipment at

the Solids Handling Building. A new Centrifuge switchboard and Control Panel will be added on the upper level either in a new electrical room addition or existing electrical room.

- The new centrifuge equipment will be provided with a vendor-furnished PLC. A new City PLC will not be required. The City's existing SCADA system will communicate to the vendor-furnished PLC via a network connection.
- Notice of Award will be provided to the Contractor no later than May 4, 2023.
- Construction will occur from mid-June 2023 through mid-June 2024.

A summary list of the tasks and task descriptions are presented below.

- Task Series 100 – Project Management
- Task Series 200 – Regulatory Liaison, Permits, and Approvals
- Task Series 300 – Concepts Development and Evaluation
- Task Series 400 – Core Project Preliminary and Final Design
- Task Series 500 – Additional Project Elements Preliminary and Final Design (Management Reserve)
- Task Series 600 – Final Contract Documents
- Task Series 700 – Solids Building Improvements and Centrifuge Installation Bidding Administration
- Task Series 800 – Construction Phase Services
- Task Series 900 – Construction Phase Field Services
- Task 1000 – Commissioning and Close-out Services

Task 100 - Project Management

Objective:

Provide project management activities over project duration, including planning, organizing and monitoring project team activities, preparing and monitoring bidding document production standards, attending meetings, budget management, and liaison with City.

ACTIVITY 101.1 TEAM MANAGEMENT AND PROJECT CONTROL

- Budget and invoice management.
- Schedule monitoring and update for project development.
- Resource management and allocation based on project schedules and activities.
- Production coordination.
- Monthly progress report submitted to City with each payment request.

ACTIVITY 101.2 PRODUCTION GUIDE STANDARDS

- Develop Design Memorandum (Project Guide) for HDR personnel to define activities, constraints, guidelines, budgets and procedures.
- Review Project Guide with designated City representatives for comments.

- Maintain Project Guide, distribute and update as activities dictate.

ACTIVITY 101.3 WORKSHOPS

- Workshop 1 will be conducted to:
 - Initiate Project
 - Review scope, summarize project objectives, and define project schedule.
 - Collect data including existing drawings and documents.
 - Review draft Dewatering Technology Confirmation TM (Task 301.2).
 - Review City requirements for redundancy, operational flexibility and construction sequencing.
- Workshop 2 will be conducted to:
 - Facilitate review of design features (Task 301.2).
 - Facilitate monetary and non-monetary discussion for the available manufacturers and centrifuge size (Tasks 301.2 and 301.3).
 - Discuss screening of manufacturers, equipment specifics, performance requirements and procurement options (Task 301.3).
 - Review preliminary structural and electrical requirements (Tasks 301.5 and 301.6).
 - Review preliminary facility layouts and impacts on existing facilities (Task 301.7).

ACTIVITY 101.4 QUALITY CONTROL

- Conduct team meetings on a regular basis during study and design phases to facilitate communication flow and study/design development.
- Provide independent quality control reviews for each technical memorandum and at 30, and 90 percent completion of design documents.
- Schedule internal audits of the project to confirm compliance with scope and the project quality assurance plans.

City Activities:

City will:

- Provide timely review and processing of monthly progress report and invoices.
- Provide timely review and comment on Project deliverables.
- Coordinate City staff participation and actively participate in Meetings and Workshops.
- Identify and provide relevant prior studies, reports, and drawings prepared by others.
- Provide and make arrangements for facilities to conduct Meetings and Workshops.

HDR Deliverables:

The following deliverable shall be provided:

- Monthly Project status reports and invoices
- Meeting and Workshop agenda and minutes
- Project Guide (Design Procedures Memorandum)

Key Understanding and Assumptions:

The following is understood or assumed:

- Specific deliverable review meetings are included under subsequent task.

Task 200 - Regulatory Liaison, Permits, and Approvals

Objective:

Provide support and assistance to the City in obtaining project permits and approvals.

HDR Activities:

ACTIVITY 201.1 PERMITS AND AGENCY REVIEWS:

- Support the City in obtaining required permits.
- Provide technical information, drawings, and design data necessary for permits.
- Respond to comments and questions from review agencies and incorporate as appropriate.
- Possible permits include:
 - IDEQ Construction.
 - Coeur d'Alene Building Department.

ACTIVITY 201.2 REGULATORY REVIEW OF FINAL DESIGNS.

Following the City's review and acceptance, perform the following:

- Deliver final design basis, drawings, and specifications to regulatory agencies.
- Respond to regulatory agency comments and questions and incorporate comments as appropriate in final designs.

City's Activities:

City will:

- Support HDR staff in communicating with the Idaho Department of Environmental Quality (IDEQ).
- Review, sign and submit Permit Applications, and pay all associated fees.
- Identify, prepare, submit, and pay associated fees in connection with required building permits.

HDR Deliverables:

The following deliverables shall be provided:

- Application for Permit to Construct.

Key Understandings and Assumptions:

The following is understood or assumed:

- HDR's effort is associated only with assistance on the permits specifically identified above.
- Additional permits required by the Contract Documents shall be obtained by the Construction Contractor in accordance with the Contract Documents.

Task 300 - Concepts Development and Evaluation

Objective:

Identify, evaluate and provide recommendations required to establish a firm design approach for the development of contract documents required to meet the goals of the project.

HDR Activities:

ACTIVITY 301.1 SOLIDS BUILDING FUNCTIONAL REVIEW

- Review all Solids Building functional requirements, including the near-term need to replace the aging belt filter press. Consideration will be given to solids dewatering enhancements, as well as planning for the more inclusive aspects of the following:
 - Belt Filter Press Replacement
 - Controls Additions For A New Centrifuge and Other Associated Equipment
 - Polymer System Modifications and Polymer Storage
 - Truck Enclosure Improvements
 - Solids Building Structural and Architectural requirements, including odor control and visual aesthetics
 - Odor Control Revisions Including Possible New Odor Treatment For The Solids Handling Building
 - Centrate Screening Addition
 - Centrate Tank Cover Installation

ACTIVITY 301.2 CONFIRMATION OF DEWATERING CENTRIFUGE DESIGN FEATURES

- Review updated solids projections, updated costs and application of non-monetary criteria to confirm centrifuge design.
- Develop Dewatering Centrifuge Design Features memorandum including recommendations on materials of construction, equipment size, electrical and controls, and required workable space for operation and maintenance. Submit to the City for their review and comment before finalization.

ACTIVITY 301.3 CONFIRMATION OF SIZING OF CENTRIFUGE

- Develop flow projections and solids balance information that considers the projected 10-year solids loadings and flows.
- Develop capital and operations costs for a centrifuge matching the City's existing centrifuge, and also evaluate the installation of a larger unit that will also address the City's growth projection. Provide a brief summary memorandum for discussion and consideration by the City.

ACTIVITY 301.4 PROCUREMENT OF CENTRIFUGE

- Evaluate and compare centrifuge equipment to identify and screen manufacturers, select desired components, features and performance requirements and analyze monetary and non-monetary criteria.
- Provide DRAFT Procurement documents including general conditions and technical specifications for City review and comment before finalization.

ACTIVITY 301.5 PRELIMINARY STRUCTURAL EVALUATION

- Review centrifuge layouts and sizing and consider structural requirements for the existing Solids Handling Building structure. Consider structural configurations that would allow flexibility and performance desired by the City.
- Provide a brief Preliminary Structural Evaluation summary memorandum for City review and comment before finalization.

ACTIVITY 301.6 PRELIMINARY ELECTRICAL EVALUATION

- Review centrifuge electrical requirements and consider the existing Solids Handling Building electrical capacity and determine modifications necessary for support of an additional centrifuge.
- Identify needed requirements for the existing Solids Handling Building electrical system. Consider electrical configurations that would allow flexibility and performance desired by the City and that will minimize dewatering down time for construction.
- Provide a brief Preliminary Electrical Evaluation summary memorandum for City review and comment before finalization.

ACTIVITY 301.7 FACILITY LAYOUTS AND IMPACTS

- Work with City to develop an economical and operator “friendly” layout considering impacts to existing facilities and operations, and one that allows sequenced installation to maintain required dewatering operations during construction.
- Develop a preliminary Sequence of Construction that establishes the constraints and milestones for the Installation Contractor, coordinates with equipment delivery, and accounts for allowable outages planned with Operations Staff.
- Provide hand drawn preliminary layout sketches for City review and comments before finalization.

ACTIVITY 301.8 PREDESIGN REPORT

- Consolidate all technical memoranda into one preliminary design report.
- Meet with City to review recommendations of all technical memoranda.

City's Activities:

City will:

- Provide timely, organized review comments on deliverables issued for City review
- Coordinate City staff participation.

HDR Deliverables:

The following deliverables shall be provided:

- DRAFT and Final Preliminary Design Report, including the following:
 - Centrifuge Design Features memorandum
 - Centrifuge Selection memorandum
 - Preliminary structural evaluation memorandum
 - Preliminary electrical evaluation memorandum
 - Preliminary equipment layout sketches
- DRAFT Centrifuge procurement documents

Key Understandings and Assumptions:

The following is understood or assumed:

- The City has elected to use centrifuge dewatering technology.
- The City would like to evaluate the installation of a similar sized machine to their existing centrifuge against installation of a larger unit that will meet the City's full solids loading and solids flow conditions on its own.
- Unless otherwise defined elsewhere, one (1) electronic (.pdf) copy of all deliverables will be submitted to the City.
- TM review meetings with the City to review and finalize comments on each of the deliverables will occur as defined above in Task 101.3 – Workshops.
- The City would like to evaluate Solids Handling Building layouts that also incorporate polymer storage and centrate screening. Evaluation of polymer storage and centrate screening will be completed as part of the preliminary design.
- The City would like to evaluate enclosure options for the solids loadout area and odor control for the solids handling building. Evaluation of odor control will be completed as part of the preliminary design.

Task 400 - Core Project Preliminary and Final Design

Objective:

Production of 30 percent and 90 percent documents for centrifuge installation including modifications to existing facilities where necessary for the centrifuge installation. Installation of added building area to house polymer storage, centrate screening and mechanical, electrical and odor control additions are not included in this task. Advancement of design documents to ninety percent will be completed in conjunction with Task 500 as determined by the City.

HDR Activities:

ACTIVITY 401.1 DEVELOPMENT OF SOLIDS HANDLING BUILDING PRELIMINARY DESIGN

- Based upon the results of the Task Series 300, prepare a preliminary design that incorporates a recommended design for the Solids Handling Building that includes design of the preliminary recommendations for:
 - Belt Filter Press Replacement
 - Controls Additions For A New Centrifuge and Other Associated Equipment

- Based on results from Task Series 300, prepare a preliminary Process and Instrumentation Diagram (PID) including piping size and configuration and location of key instrumentation elements for the centrifuge system and complete a SCADA summary of operator I/O and alarms for the new centrifuge unit, with provision for a future replacement centrifuge in the future.
 - City review and document finalization.
 - Submit PID to City for review and comment.
 - Conduct in-person review meeting at the City of Coeur d'Alene WWTF Administration Building Conference Room.

ACTIVITY 401.2 DEVELOPMENT OF PRELIMINARY DRAWINGS OF DEWATERING FACILITIES

- Based on results from Task Series 300, prepare preliminary design criteria, preliminary dewatering room layout plans and sections derived from modeled layouts, and P&ID and process design criteria drawings to 30 percent.

ACTIVITY 401.3 DEVELOPMENT OF PRELIMINARY SPECIFICATIONS

- A preliminary list of technical specifications will be developed.

ACTIVITY 401.4 DEVELOPMENT OF A PRELIMINARY SEQUENCE OF CONSTRUCTION

- Based upon the results from the Task Series 300 and Task Series 401.1 and 401.2 results, develop a preliminary Sequence of Construction that identifies the Centrifuge Replacement project and other necessary Solids Handling Building Improvements and establishes the constraints and milestones for the Installation Contractor.

ACTIVITY 401.5 DEVELOPMENT OF OPINION OF PROBABLE CONSTRUCTION COST

- Develop Opinion of Probable Construction Cost (Class 4 per AACE Recommended Practice No. 17R-97) based on the preliminary contract drawing and specifications.

ACTIVITY 401.6 – REVIEW OF THIRTY PERCENT DOCUMENTS

- Perform internal QC review of design deliverables.
- HDR will transmit thirty percent documents and its Opinion of Probable Construction Costs to City for review and comment.
- HDR will conduct a telephone conference call with City to discuss and resolve review comments.
- HDR will provide a team of HDR review professionals not associated with the project to review the thirty percent documents. Those review comments will be evaluated with City's comments and incorporated into the design documents as required.

ACTIVITY 401.7 DEVELOPMENT OF NINETY PERCENT DRAWINGS

- Develop drawings to approximately 90 percent complete.

ACTIVITY 401.8 DEVELOPMENT OF NINETY PERCENT CONTRACT TECHNICAL SPECIFICATIONS AND COST ESTIMATE

- Develop preliminary technical specifications of materials, equipment systems, standards and workmanship for the project work as well as certain applicable administrative details to ninety percent complete.
- Develop a 90 percent opinion of probable construction cost estimate update, based upon the initial cost estimate developed in Task 401.5. Incorporate a Contingency Line Item in the ninety percent cost estimate, estimated up to two (2), project Change Orders that include unexpected costs. Set the project contingency at 5 percent of the total estimated probable construction cost.

ACTIVITY 401.9 DOCUMENT REVIEWS

- Perform internal QC reviews by engineering disciplines and address QC comments prior to City submittal.
- Perform operability and constructability review.
- Submit ninety percent documents to City for review and comment.
- Meet with City via telephone conference call to discuss and resolve comments.
- Incorporate City comments into documents.

ACTIVITY 401.10 ADDITIONAL CENTRIFUGE PROCUREMENT SERVICES

- Coordination with the City and centrifuge manufacturers on equipment testing requirements.
- Review, scoring, and responding to qualification statements, bench scale testing reports, and bid proposals from centrifuge manufacturers.

- Held discussions and provided recommendation information for selection of centrifuge equipment.

This work amounted to approximately \$10,000 and has already been paid by the City.

City's Activities:

City will:

- Provide timely, organized review comments on deliverables issued for City review.

HDR Deliverables:

The following deliverables shall be provided:

- Preliminary PID.
- Preliminary 30 percent drawings, including process design criteria, floor plans and pertinent sections derived from the process model.
- Preliminary specifications list.
- Opinion of Probable Construction Cost based on the 30 percent design documents.
- Design Development Drawings to 90 percent complete. one (1) full size drawing set in .pdf format.
- Preliminary Technical Specifications for Centrifuge Installation, in .pdf format.

Key Understandings and Assumptions:

The following is understood or assumed:

- Unless otherwise defined elsewhere, one (1) computerized file of all deliverables will be submitted to the City.
- Preliminary design drawings will generally consist of the following:
 - Structural discipline: Preliminary major structural elements and structural details.
 - Mechanical discipline: Preliminary routing of ductwork revisions (assuming existing HVAC equipment is sufficient with no modifications anticipated other than for any new spaces.)
 - Process discipline: Preliminary area layouts including equipment orientation and routing of major solids conveyance and piping.
 - Electrical discipline: Preliminary one-line diagram and equipment layouts for the proposed modifications.

- Instrumentation discipline: Location of major field instrumentation components impacting piping layout, preliminary I/O listing and preliminary communication diagram.
- One 1-hour Project Coordination telephone conference meeting with the City and HDR design personnel per week is scoped for the design team to communicate status and expedite design.
- Opinion of Probable Construction Cost will be developed using Excel software with the format of estimate being broken down by discipline in the 6-digit specification format.
- It is assumed a maximum two-week review period will be required by City to complete its review and comment period for the Preliminary Design. After that period, the HDR design team will meet with the City staff in a single telephone conference meeting to discuss and resolve City comments.

Task 500 - Additional Project Elements Preliminary and Final Design (Management Reserve)

Objective:

Production of 30 percent and 90 percent documents for additional Solids Handling Building modifications identified during Task 300. Installation of added building area to house polymer storage, and mechanical, electrical and odor control additions are included in this task as determined by the evaluation completed in Task Series 300. Advancement of design documents to ninety percent will be completed in conjunction with Task 400 as determined by the City. The scope and fee for these improvements is undefined at this time since the specific improvements resulting from the Task 300 remain to be developed. As a result, the Task 500 scope and fee for services will be updated following Task 300 completion.

HDR Activities:

ACTIVITY 501.1 DEVELOPMENT OF SOLIDS HANDLING BUILDING PRELIMINARY DESIGN ADDITIONS

- Based upon the results of the Task Series 300, include in the preliminary design completed as part of Task 401 the recommended design additions for the Solids Handling Building. The following additions may be included in the design:
 - Polymer System Modifications and Polymer Storage
 - Truck Enclosure Improvements
 - Solids Handling Building architectural features to improve appearance of these facilities from the Centennial Trail.
 - Odor Control Revisions Including Possible New Odor Treatment for The Solids Handling Building and Centrate Storage Tank.

- New Centrate Storage Pumping
- Centrate Tank Cover and Mixer Installation
- Based on results from Task Series 300, modify the preliminary Process and Instrumentation Diagrams (PIDs) including piping size and configuration and location of key instrumentation elements for the added items selected by the City.
 - City review and document finalization.
 - Submit PID modifications to City for review and comment.
 - Conduct telephone conference with City to discuss and resolve comments.
- Perform Lidar scan of the Centrate Storage Tank to obtain detailed information on existing dimensions, structural and mechanical components in the tank as detailed as-built drawings for the structure are not available. Information collected onsite will be incorporated into the design of the new floating cover for the tank.
- HDR personnel also scanned areas of the Solids Handling Building for betterment of other aspects of the project design.
- 20 hours for EIT and 12 hours for Project Engineer required for this effort. \$1,705.00 for scanning equipment rental and direct travel expenses are also included.
- Additional structural, architectural, and electrical design associated with designing the upper level of the Solids Building expansion to accommodate future potential installation of solids dewatering equipment. A dewatering screw press with solids and hydraulic loading comparable to the second centrifuge currently being installed is assumed.
- Structural engineering work includes preparation and checking of structural calculations, drawing development, standard details, specification development, contributions to an Opinion of Probable Construction Cost (OPCC) estimate, QC review, and review and response to City and regulatory comments on Contract Documents.
- Architectural work includes revising the layout and aesthetics for the taller building.
- Electrical engineering work includes lighting for new upper level, provisions for electrical power, and emergency lighting for upper level and stairwell.
- 12 hours for QA/QC, 60 hours for Structural/Project Engineer, 60 hours for Structural EIT, 20 hours for Architect, 8 hours for Electrical Engineer, and 100 hours of CADD Technician time is estimated.

ACTIVITY 501.2 DEVELOPMENT OF PRELIMINARY DRAWINGS OF DEWATERING FACILITIES

- Based on results from Task Series 300, prepare preliminary design criteria and layout plans and sections for the additions identified.

ACTIVITY 501.3 DEVELOPMENT OF PRELIMINARY SPECIFICATIONS

- The preliminary list of technical specifications will be modified to include the additions selected by the City.

ACTIVITY 501.4 DEVELOPMENT OF A PRELIMINARY SEQUENCE OF CONSTRUCTION

- Based upon the results from the Task Series 300 and Task Series 401.1 and 401.2 results, modify the preliminary Sequence of Construction to also include other selected Solids Handling Building Improvements and establish the constraints and milestones associated with the selected additions for the Installation Contractor.

ACTIVITY 501.5 DEVELOPMENT OF OPINION OF PROBABLE CONSTRUCTION COST

- Modify the Opinion of Probable Construction Cost (Class 4 per AACE Recommended Practice No. 17R-97) to include the selected additions to the contract drawing and specifications.

ACTIVITY 501.6 – REVIEW OF THIRTY PERCENT DOCUMENTS

- Perform internal QC review (using a team of HDR review professionals not associated with the project) to review the thirty percent documents of the additional design deliverables.
- HDR will incorporate internal QC review comments into the 30 percent design documents and the associated Opinion of Probable Construction Costs, and will submit to the City for review and comment.
- HDR will conduct a telephone conference call with City to discuss and resolve review comments. City review comments will incorporate into the design documents as required.

ACTIVITY 501.7 DEVELOPMENT OF NINETY PERCENT DRAWINGS

- Develop drawings of the selected additional design features to approximately ninety percent complete.

ACTIVITY 501.8 DEVELOPMENT OF NINETY PERCENT CONTRACT TECHNICAL SPECIFICATIONS AND COST ESTIMATE

- Modify the preliminary technical specifications of materials, equipment systems, standards and workmanship for the added project work, as well as associated and applicable administrative details, to 90 percent complete.
- Modify the 90 percent opinion of probable construction cost estimate update that includes the selected additions.

ACTIVITY 501.9 REVIEW OF NINETY-PERCENT DOCUMENTS

- Perform internal QC review (using a team of HDR review professionals not associated with the project) to review the 90 percent documents of the additional design deliverables.
- HDR will incorporate internal QC review comments into the ninety percent design documents and the associated Opinion of Probable Construction Costs, and will submit to the City for review and comment.

- HDR will conduct a telephone conference call with City to discuss and resolve review comments. City review comments will incorporate into the design documents as required.

ACTIVITY 501.10 CENTRIFUGE PRE-CONSTRUCTION SERVICES

- Review City pre-purchased centrifuge mechanical and electrical shop drawings for compliance with the requirements of the procurement documents. Up to 2 resubmittals for each submittal is assumed.
- Distribute reviewed submittals to the City and centrifuge manufacturer.

Evaluate and respond to up to three (3) RFIs from the centrifuge manufacturer. Incorporate City comments into documents City's Activities:

City will:

- Provide timely, organized review comments on deliverables issued for City review.

HDR Deliverables:

The following deliverables shall be provided:

- Preliminary 30 percent drawings of all additional facilities identified, including modified process design criteria, floor plans and pertinent sections derived from the process model.
- Specifications list for additional items identified.
- Opinion of Probable Construction Cost based on the 30 percent design documents for additional items identified.
- Design Development Drawings, to 90 percent complete, of additional items identified.

Key Understandings and Assumptions:

The following is understood or assumed:

- One 1-hour Project Coordination telephone conference meeting with the City and HDR design personnel per week is scoped for the design team to communicate status and expedite design.
- Opinion of Probable Construction Cost will be developed using Excel software with the format of estimate being broken down by discipline in the 6-digit specification format.
- It is assumed a maximum two-week review period will be required by City to complete its review and comment period for the Preliminary Design. After that period, the HDR design team will meet with the City staff in a single telephone conference meeting to discuss and resolve City comments.

- Redesigns associated with modifications of previously approved technical memorandums and other preliminary design documents are not included in this Scope of Services.
- One Project Coordination meeting is scoped for the design team per week to communicate status and expedite design.
- Unless otherwise defined elsewhere, one electronic (.pdf) file of all deliverables will be submitted to the City.

Task 600 - Final Contract Documents

Objective:

Finalize documents developed in Task Series 400 to final Bidding Documents. This Task includes only those items required for removal of the existing belt filter press and installation of a new dewatering centrifuge and necessary mechanical, electrical and building modifications.

HDR Activities:

ACTIVITY 601.1 DEVELOPMENT OF CONTRACT DRAWINGS

- Develop final drawings to graphically show the scope, extent and character of the work to be performed by the successful bidder.

ACTIVITY 601.2 DEVELOPMENT OF CONTRACT TECHNICAL SPECIFICATIONS

- Develop final technical specifications from ninety percent specifications.

ACTIVITY 601.3 DEVELOPMENT OF FRONT-END DOCUMENTS

- Assist the City in the development of special provisions and modifications to the City's standard bidding and contract documents as appropriate for this project.

ACTIVITY 601.4 DEVELOPMENT OF OPINION OF PROBABLE CONSTRUCTION COST

- Develop final Opinion of Probable Construction Cost (Class 2 per AACE Recommended Practice No. 17R-97) to reflect contract document content, based upon the estimate update in Task 401.8.

ACTIVITY 601.5 DOCUMENT REVIEWS

- Submit bid documents to City for review and comment.
- Meet with City by telephone conference call to discuss and resolve comments.
- Finalize bid documents and issue to regulatory agency per Task Series 200.
- Conduct internal QC of bid documents.
- Incorporate City, regulatory agency and internal HDR QC comments into final bid document packages.

City's Activities:

City will:

- Provide timely, organized review comments on deliverables issued for City review.

HDR Deliverables:

The following deliverables shall be provided:

- Final Contract Drawings, Front-End Documents and Technical Specifications 90 percent complete), one (1) full size drawing set, drawings .pdf file and specifications .pdf file.
- Final Bid Documents, one (1) full size drawing set, drawings .pdf file and specifications .pdf file.
- Final Opinion of Probable Construction Cost.

Key Understandings and Assumptions:

The following is understood or assumed:

- It is assumed a maximum two-week review period will be required by City to complete its review and comment period. After that period, the HDR design team will meet with the City staff in a single telephone conference call meeting to discuss and resolve City comments.
- HDR's internal review will be conducted by a team of HDR's professional engineers and architects not directly associated with the Project.
- Redesigns associated with modifications of previously approved technical memorandums and other preliminary design documents are not included in this Scope of Services.
- One Project Coordination meeting is scoped for the design team per week to communicate status and expedite design.
- City's legal staff and purchasing will be involved with review and finalization of front-end documents.
- The City's contract documents will be used as a basis for development for the front-end documents with development of supplemental and/or special conditions by HDR with City input.
- Unless otherwise defined elsewhere, one (1) hard copy and one (1) computerized file of all deliverables will be submitted to the City.

Task 700 - Solids Handling Building Improvements and Centrifuge Installation Bidding Administration

Objective:

Provide technical assistance to City in pre-qualification of general contractors, obtaining and evaluating bids, and awarding the contract for the Final Contract Documents defined in Task Series 600.

HDR Activities:

ACTIVITY 701.1 INSTALLATION CONTRACTOR PRE-QUALIFICATION

- Develop contractor pre-qualification specifications using the City's standard pre-qualification specifications.
- Assist the City in the City's advertisement for contractor pre-qualification.
- Provide interpretations and answer questions City concerning the pre-qualification documents as requested by the City.
-
- Perform evaluation of the pre-qualification submittals, including contacting Owners and Engineers referenced therein, calculate scoring for each submittal, and draft notification letters to each Contractor. 16 hours for EIT and 4 hours for Project Engineer required for this effort.

ACTIVITY 701.2 INTERPRETATIONS AND PRE-BID CONFERENCE

- Provide interpretations and answer bidders' questions concerning the bidding documents as requested by the City.
- Develop addenda as appropriate to interpret, clarify or expand the bidding documents in response to bidders' questions.
- Prepare Pre-Bid Meeting Agenda, conduct meeting, address technical issues, record notes and prepare and submit minutes to the City.

ACTIVITY 701.3 BID EVALUATION AND RECOMMENDATION OF AWARD

- Assist the City with the review and evaluation of submitted Bid Forms and associated documentation in relation to requirements of bidding documents.
- Provide written recommendation of award based on review.

City's Activities:

City will:

- Provide timely, organized review comments on deliverables issued for City review.
- Receive pre-qualification proposals through the City's bidding system.

- Receive bid proposals through the City's bidding system.
- Provide final selection of accepted proposal.
- Obtain additional information required for bid evaluation that is not included at time of bid form submission.
- Secure executed contracts and required bonds and insurance certificates from selected bidder.

HDR Deliverables:

The following deliverables shall be provided:

- Contractor pre-qualification proposal review comments
- Pre-Bid Meeting agenda and notes
- Addenda, for distribution by the City
- Written evaluation and recommendation for award of bid.

Key Understandings and Assumptions:

The following is understood or assumed:

- HDR's Project Manager will attend the Pre-bid Conference.
- HDR's bid evaluation will be limited to information presented by the bidders at the time of the bid opening.

Task 800 - Construction Phase Office Services

ACTIVITY 801.1 SUBMITTALS REVIEW AND PROCESSING – CENTRIFUGE

- Review City Pre-purchase centrifuge shop drawings and operation and maintenance manuals for compliance with the requirements of the contract documents.
- Log, mark and distribute transmittals to City and manufacturer.
- Distribute approved submittals to the Contractor.
- Maintain log of submitted transmittals to monitor the progress and status of approvals.

ACTIVITY 801.2 CENTRIFUGE MANUFACTURERS PROGRESS ESTIMATE

- Review and process applications by the centrifuge manufacturer for progress payments, prior to assignment to contractor after award of construction contract, submitted based upon manufacturer contract terms. Make recommendations to the City for acceptance.

ACTIVITY 801.3 CONFORMED DOCUMENTS DEVELOPMENT

- Develop a set of conformed specifications and drawings for the project. The conformed documents will be based on changes made via addendum and incorporated into the Contract Documents. The conformed documents are produced for the convenience of the user and are not binding on the City nor do conformed documents take the place of the Contract Documents.

- Furnish the City with one (1) hard copy version of conformed project specifications, three (3) hard copy versions of conformed drawings (one half-size, 11"x 17" set and two full-size, 22" x 34" sets), and an electronic (PDF) version of the conformed documents.
- Furnish the Contractor with one (1) hard copy version of conformed project specifications, two (2) hard copy versions of conformed drawings (one half size, 11"x 17" set and one full size, 22" x 34" set), and an electronic (PDF) version of the conformed documents. Conformed drawings will also be provided to the Contractor in AutoCAD format.

ACTIVITY 801.4 PRE-CONSTRUCTION MEETING

- Prepare agenda and conduct pre-construction conference to discuss and establish project procedures. Prepare summary notes and distribute to attendees.

ACTIVITY 801.5 SUBMITTALS REVIEW AND PROCESSING - CONTRACTOR

- Review shop drawings for compliance with the requirements of the contract documents. Up to 200 separate shop drawings are assumed to be reviewed, at an estimated four (4) hours on average for each shop drawing technical review and one (1) hour on average for processing of each shop drawing.
- Log, mark and distribute transmittals to City and contractor.
- Maintain log of submitted transmittals to monitor the progress and status of submittals.
- Review the following miscellaneous submittals required by the contract documents and provide comments to City.
 - Initial construction schedule.
 - Concrete and other test reports.
 - Schedule of values.

ACTIVITY 801.6 CONTRACTOR'S PROGRESS ESTIMATE

- Review and process applications by the contractor for progress payments submitted on a monthly basis consistent with the City's procedures. Three (3) originals are required each attached to an AIA pay request form or other approved format.
- Ensure certified payroll reports are submitted by Contractor to HDR (If required) and forwarded to City with Contractor pay applications.
- Make recommendations to the City for acceptance and transmit to the City for processing.

ACTIVITY 801.7 PROJECT MEETINGS

- HDR to conduct up to twenty-six (26) two-hour progress (every other week, or as necessary) meetings at the project site or City's office during construction. Review project progress, resolve any current problems and identify future issues for resolution.
- Prepare agenda and summary notes and distribute to attendees.
- Some project team members will participate in project meetings virtually.

ACTIVITY 801.8 CONSULTATION AND SITE VISITS (DESIGNERS)

- Consult on design and design modifications and contract non-performance issues.
- Provide interpretations and clarifications of the Contract Documents during construction.

- Conduct up to three (3) periodic site visits by designers. Each visit will consist of up to two (2) design technical leads and last for a maximum of 4 hours.

ACTIVITY 801.9 ADMINISTER REQUESTS FOR INFORMATION (RFIS)

- Receive, log and distribute RFIs to appropriate design team members.
- Evaluate and respond to RFIs. It is assumed for this scope of services, up to 50 RFIs will be reviewed, at approximately two (2) hours on average for each RFI response.
- Log design team responses and distribute responses to Contractor and City.

ACTIVITY 801.10 ADMINISTER CHANGED WORK

- Initiate or receive, log, distribute and track changes.
- Technical processing of Requests for Substitution:
 - Review substitution requests and assist in negotiating cost or time changes associated with substitutions.
 - The fee for this task is based upon preparing and processing three (3) Requests for Substitution. Actual preparation and processing response time may vary depending upon the complexity of the Request. It is estimated that, on average, it will take two (2) hours of Consultant team member time to prepare and process each Request.
- Technical Processing of Field Orders (FOs):
 - Evaluate Project to determine when FOs are required. Prepare FOs where appropriate.
- Technical Processing of Change Proposal Requests (CPRs):
 - Evaluate Project to determine when CPRs are required. Prepare CPR where appropriate.
 - Evaluate CPR pricing and time when CPRs are returned from contractor.
 - Assist in negotiations with contractor as required and make final recommendations to City.
- Technical Processing of Work Change Directives (WCDs)
 - Evaluate Project to determine when WCDs are required. Prepare WCD where appropriate.
 - Evaluate WCD pricing and time when WCDs are returned from contractor.
 - Assist in negotiations with contractor as required and make final recommendations to City.
- The fee for this task is based upon preparing and processing a total of twenty (20) Changed Work items, either FO, CPR, or WCD. Actual preparation and processing response time may vary depending upon the complexity of the Changed Work. It is estimated that, on average, it will take three (3) hours of Consultant team member time to prepare and process each Changed Work item.
- Processing Change Orders (COs):
 - Prepare change orders and forward to the City.
 - The fee for this task is based upon preparing and processing seven (7) Change Orders – one (1) every other month through substantial completion and one (1) finalizing Change Order. Actual preparation and processing response time may

vary depending upon the complexity of the Change Order. It is estimated that, on average, it will take three (3) hours of Consultant team member time to prepare and process each Change Order.

- Maintain log of submitted transmittals to monitor the progress and status of approvals.

ACTIVITY 801.11 PROJECT MANAGEMENT

- Project Management activities listed to be provided during Task Series 800 and 900.
- Provide project monitoring and reporting.
- Provide resource management and allocation based on project schedules and activities.
- Provide budget and invoice management.
- Provide coordination with City.

HDR Deliverables:

The following deliverables shall be provided:

- Monthly progress reports and invoices transmitted to City.
- Agenda and notes for pre-construction meeting and each project meeting transmitted to City via e-mail in .pdf format.
- Contractor's Payment Application Requests transmitted to City via e-mail in .pdf format with appropriate attachments.
- Changed Work documentation transmitted to City via e-mail in .pdf format with appropriate attachments.

Key Understandings and Assumptions:

The following is understood or assumed:

- Construction contract activities will begin in mid-May 2023 and construction will be finally complete by mid-June 2024.
- HDR will utilize its Newforma software to log and track Contractor submittals.
- It is assumed that the cost of reviewing Contractor's initial shop drawing submittals and one resubmittal are included in this scope. The review costs associated with any subsequent resubmittals will be paid for by the Contractor.
- The City will provide the necessary contract coordination for assignment of the centrifuge manufacturer's contract to the Contractor. HDR will assist the City with the assignment process.
- Direct expenses incurred by engineering/office staff for travel, subsistence, printing, photocopying, and telephone conferences will be billed to City.

Task 900 - Construction Phase Field Services

ACTIVITY 901.1 RESIDENT PROJECT REPRESENTATIVE SERVICES

- Observe, record, and report Contractor's daily work progress to determine the Work observed is in general conformance with the requirements of the Contract Documents.

- Document activities observed making note of deficiencies and any issues requiring resolution.
- Create daily field reports defining specified work completed, Contractor work force figures, progress made on the controlling activity established by the approved construction schedule, job site visitors, and weather conditions.
- Relay written and/or verbal communications between the Engineer and the Contractor.
- Inform the Engineer and City of construction activities and issues on a timely basis.
- Report to the Engineer whenever work appears to be unsatisfactory, faulty or defective, has been damaged or does not conform to the contract documents.
- Maintain orderly files of project meetings, shop drawings, contract documents, addenda, work directives, change order and progress estimates.
- Review and reconcile progress estimates with Contractor in the field and coordinate with Engineer to determine payment amount.
- Assist Engineer in preparing punch list when project reaches substantial completion.
- Coordinate materials testing between Contractor and Materials Testing sub-consultant and review results to determine Contractor compliance with the requirements of the contract documents.
- Provide weekly construction report to the City.
- Provide observation of Pre-Demonstration and Demonstration periods.
- Coordinate training activities between Contractor and City.

ACTIVITY 901.2 MATERIALS TESTING AND SPECIAL INSPECTION

- Quality control testing of construction materials by sub-consultant to HDR may include:
 - Deep Foundation Oversight including documentation of deep foundation construction for the Solids Building expansion and reporting of soil conditions encountered during installation throughout construction.
 - Soil/Aggregate Observation and Testing including observation and test compaction of embankments, trench backfill, recompacted subgrades, crushed base course for slab-on-grade, and road base for parking lot and drive lane preparation. Sampling and testing of on-site and any imported materials used for embankment fill and backfill. Provide observations and recommendations specific to foundation subgrade preparation, asphalt and slab subgrades (if necessary).
 - Concrete Sampling and Testing including testing for slump, temperature (concrete and ambient), air content, and casting of compressive test cylinders for verification purposes.
 - Structural Masonry Testing including compression testing of pre-construction masonry prisms, grout, and mortar.
 - Hot Mix Asphalt (HMA) Observation and Testing including observation, sampling and compaction testing during HMA paving placement.
- Special Inspections per currently adopted Building Code may include:

- Reinforcing Steel Placement and Embedded Items Special Inspection by International Code Council (ICC) certified special inspector to verify the placement of reinforcing steel and embedded items prior to the placement of concrete.
- Concrete Observation by ICC certified special inspector to observe placement of structural concrete.
- Structural Masonry Observation by ICC certified special inspector to observe placement of structural concrete.
- Structural Masonry Observation by ICC certified special inspector to observe placement of masonry units, mortar, reinforcing steel, and items embedded in masonry.
- Structural Steel Field Welding Special Inspection by a special inspector certified by either the American Society (AWS-CWI) or ICC to observe welding operations during structural steel erection and connection.
- Drilled-In-anchors (Adhesive/Expansion Anchors) Special Inspection of adhesive or expansion anchors.
- Identify non-conformance issues, prepare reports, evaluate corrective actions, perform testing, establish conformance, and prepare documentation.
- Additional geo-professional consultation services:
 - Provide geotechnical-related feedback on contractor submittals.
 - Participate in project conference calls.
 - Provide project management and reporting.

ACTIVITY 901.3 PROGRAMMING AND SYSTEM INTEGRATION SERVICES

- Conduct onsite meetings with City and Contractor to discuss the mechanics of implementing the software changes and to define standards to be followed.
- Review Contractor provided equipment, electrical and instrumentation and control system submittals, and provide coordination for electrical and instrumentation systems.
- Develop Programming Schedule following receipt of Contractor's project schedule to show the required programming to be completed one month before the associated construction start-up date.
- Manage the work provided to verify compliance with the current wastewater treatment plant HMI software standards, quality of documentation, and scheduling.
- Provide plant programmable logic controllers (PLC) system integration and supervisory control and data acquisition (SCADA) system programming services for equipment provided and installed by Contractor.
- Program and test operator interface terminal (OIT) and humane machine interface (HMI) process screens and database configuration.
- Perform functional testing and verification of software programming.
- Provide field commissioning and software startup support.
- Develop a PLC, Operator Interface (OI) and HMI program modification Plan.

- Before loading the new or modified programming into the various PLC, OIT, and HMI systems, coordinate with City to confirm if additional modifications have been made to the PLC, OI or HMI software.
- Merge the new or modified PLC, OI and HMI programming with the existing PLC ladder logic and OI and HMI graphic displays where required.
- Obtain the current HMI process screens, configuration files, and databases (i.e., process database, alarm area database, picture files, etc.) for the AWTF from City.
- The new HMI and OI process tag databases, tag-groups, process screens and the picture files for the new equipment being added will be merged or replaced with existing screens and files on the SCADA Server. Screen navigation, consistent with existing, will be modified to integrate these changes into the system.
- Coordinate with City for required modifications to existing HMI and OI screens.
- Test and debug software programming. Consultant may use a software simulation package (where possible and practical) to test the PLC, HMI and OI software process interface. The input/output (I/O) simulator software program will be used to simulate the real I/O to be connected for this project. Only the pertinent process databases and process screens will be active in the simulator for testing to limit confusion and expedite testing.
- Conduct a review meeting to present the 90 percent software programming to City for review.
- Finalize software programming.
- Provide field commissioning and software startup support.

HDR Deliverables:

The following deliverables shall be provided:

- Inspector's Daily Reports transmitted to City via e-mail in .pdf format, if requested.
- Construction photographs, if requested.
- Materials Testing and Special Inspection Plan transmitted to City and local building official via e-mail in .pdf format.
- Weekly summaries of Daily Reports, materials testing information, and special inspections transmitted to City and local building official via e-mail in .pdf format.
- Summaries of materials testing information transmitted to Contractor via e-mail in .pdf format.
- Software programming loaded into PLC.
- HMI process screens loaded into existing SCADA system.

Key Understandings and Assumptions:

The following is understood or assumed:

- Consultant's observation of the work performed under the construction contract shall not relieve Contractor from responsibility for performing work in accordance with applicable contract documents.
- Consultant shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction,

health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction.

- Consultant shall not be responsible for the acts or omissions of construction Contractor(s) or other parties on the project.
- Observations will be performed in accordance with industry-recognized standard practices.
- Monitoring removal and/or disposal of contaminated materials is not included in these scope of services.
- HDR will provide one resident project representative (RPR) to provide approximately half-time (20 hours per week) observation during the first month of construction, followed by full-time (40 hours per week) observation during the subsequent 10 months, and concluding with half-time (20 hours per week) observation for the anticipated final month of construction. Total RPR observation time is therefore estimated at an approximately 1,900 hours.
- For Resident Project Representative, a stipend of \$150 per day will be charged.
- For engineering/office staff, direct expenses for travel, subsistence, printing, photocopying, and telephone conferences will be billed to City.
- HDR will provide the services of a sub-consultant to perform the Special Inspection Services as required by the Contract Documents and recognized/applicable standards.
- Testing shall be performed on an as-needed basis by an accredited testing laboratory.
- The Material Tests and Special Inspections assumed includes:
 - Nineteen (19) site visits for deep foundation testing.
 - Three (3) moisture density relationship curve evaluations for deep foundation testing.
 - One (1) sieve analysis for deep foundation testing.
 - Twelve (12) density gauge tests for deep foundation testing.
 - Six (6) site visits for special inspection of reinforced concrete and concrete testing.
 - One hundred (100) concrete cylinder castings and compression tests.
 - Six (6) site visits for special inspection of structural masonry.
 - Twelve (12) masonry grout prism tests.
 - Eight (8) site visits for special inspection of structural steel.
 - Nine (9) compressive strength – 2” cube tests.
 - Four (4) site visits for asphalt material and density testing.
- HDR has included a sub-consultant fee of \$60,000.00 for materials testing and special inspection services described above.
- City will provide current PLC programs, OIT and HMI process screens, configuration files, tag database(s), data files, and other required files prior to Consultant beginning the programming effort.
- Cybersecurity analysis is not included in this statement of services. It is assumed that the City has established guidelines and practices and HDR will follow these guidelines as applicable to this scope of work.
- The effectiveness of operational technology systems (“OT Systems”) and features designed, recommended or assessed by HDR are dependent upon City of Coeur d’Alene continued operation and maintenance of the OT Systems in accordance with all

standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. City of Coeur d'Alene shall be solely responsible for operating and maintaining the OT System in accordance with applicable industry standards (i.e. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, the City recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by HDR are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, HDR does not guarantee that the City's OT Systems are impenetrable and the City agrees to waive any claims against HDR resulting from any such incidents that relate to or affect the City's OT Systems.

Task 1000 - Commissioning and Close-Out Services

ACTIVITY 1001.1 O&M MANUAL REVIEW AND TRACKING

- Receive, log, and maintain O&M manual documents.
- Conduct review of O&M manual transmittal form and manual contents to confirm Contractor's compliance with administrative requirements and distribute to appropriate design team member(s) for review.
- Review manuals for compliance with the specifications.
- Up to 40 separate O&M manuals are assumed to be reviewed, at an estimated three (3) hours on average for each manual technical review and one (1) hour on average for processing of each manual.

ACTIVITY 1001.2 ELECTRONIC O&M MANUAL UPDATE

- Prepare an eO&M Manual that includes:
 - Electronic text and graphics files to reflect the changes in the plant.
 - Unit process operating procedures.
 - General standard operating procedures for the key process systems included in the Solids Building project and identified for facility startup and operator training, and software links from the eO&M links to provide operator access to selected eO&M materials.
 - Facility and equipment descriptions, design criteria, process control narratives, design drawings, and vendor manuals.
- Develop eO&M manual content:
 - Conduct a kick-off meeting to discuss general eO&M content, system configuration and customizations, system installation and training, coordination with the design team, and the overall time schedule for development and implementation of the eO&M Manual system.
 - Develop web site map modifications in coordination with City.

- Prepare a draft web site map modification for review and comment.
- Prepare eO&M manual content for each unit process shown in the web site map.
- Graphic Content Definition.
 - Develop 2D and 3D figures for communicating to City plant O&M staff the design intent, and how to operate the unit process.
 - Conduct a site visit near the end of construction to allow the content author to take pictures of equipment, panels, screens, process areas, etc. for incorporation into the eO&M.
 - Prepare and deliver a draft electronic copy of the revised text and graphics for review by City approximately one month prior to startup.
 - Incorporate the Solids Building Record Drawings into the eO&M Manual in .pdf file format and provide hyperlinks to each drawing.
- System Configuration, Customization, and Installation
 - Develop specific system customizations, including screen layouts, file formats, administration and integration needs.
 - Identify technology issues related to installation on City's web server.
 - Develop the draft and final eO&M Manuals on City's server.
- Revise the text and graphic files and deploy one (1) final electronic version on City's server.
- Facilitate a four-hour training session with City plant staff on how to use and maintain the eO&M.
- Provide Idaho Department of Environmental Quality (DEQ) with an electronic version of the manual containing the associated electronic text and graphics files.

ACTIVITY 1001.3 START-UP AND COMMISSIONING

- Assist in process decisions associated with start-up of new and modified solids handling facility equipment, processes, and systems.
- Review and assist the Contractor in coordinating and executing City staff training on Project systems as required by the Contract Documents.
- Assist the Contractor in startup of new facilities by providing technical input from which they can make decisions for system startup, testing, and demonstration.
- Monitor assembly and delivery of Operation and Maintenance Manuals required by the Contract Documents.
- Provide up to 50 hours of on-site start-up and training assistance for the new dewatering centrifuge and associated systems, including demonstration of successful centrifuge performance testing per the procurement specifications. This service will be in addition to the centrifuge manufacturer's start-up and training which is required in the construction Contract Documents. Two (2) separate start-up stages are assumed. The initial start-up will be with the centrifuge operating on a temporary electrical system without conveyors. The second start-up will be for the final and permanent installation of the centrifuge with the unit operating with discharge conveyors to the new loadout area.
- Provide up to 24 hours of on-site start-up and training assistance for new odor control systems and centrate storage tank mixer.
- Provide an 11-month site walk-through with the City and one representative of HDR to evaluate the equipment installation's compliance with the one-year

warranty period. Complete a brief consultant and City reflection on the project, and develop a bullet list of lessons learned for the project. Submit the lessons learned summary to the City.

ACTIVITY 1001.4 SUBSTANTIAL COMPLETION AND FINAL INSPECTION

- Conduct substantial completion inspection onsite and prepare a report (punchlist) covering observed discrepancies, deficiencies and omissions in the work performed by the Contractor.
- Prepare certification of substantial completion when Contractor has completed work in substantial compliance with the Contract Documents.
- Make recommendation regarding retainage to the City.
- Conduct a final inspection of the project upon correction of deficiencies.
- Assist in preparation of close-out documents and make recommendation for final payment.

ACTIVITY 1001.5 AS-RECORDED DRAWINGS

- Prepare record drawings showing changes made during the construction process. Drawings are based on mark-ups, drawings and other data furnished by the Contractor.
- Provide the City one (1) hard copy set of full size (22" x 34") record drawings, one (1) hard copy of half size (11" x 17") record drawings, and an electronic set in AutoCAD and PDF formats.

ACTIVITY 1001.6 PROJECT MANAGEMENT

Project Management activities listed to be provided during Task Series 1000.

- Provide project monitoring and reporting.
- Provide resource management and allocation based on project schedules and activities.
- Provide budget and invoice management.
- Provide coordination with City.

HDR Deliverables:

The following deliverables shall be provided:

- Operation and Maintenance (O&M) Manual review responses transmitted to Contractor and City via e-mail in .pdf format.
- eO&M Manual Kick-off meeting agenda and notes transmitted to City via e-mail in .pdf format.
- Draft eO&M Manual loaded on City's server.
- Final eO&M Manual loaded on City's server.
- eO&M Manual training session materials delivered to City in hard copy form, up to ten (10) copies.
- Startup checklists and training materials customized for this project.
- Startup plans coordinated with the construction schedule.
- Certificate(s) of Substantial Completion and punch list(s) transmitted to City and Contractor via e-mail in .pdf format.

- Certificate of Final Completion with Contractors Final Application and Certificate for Payment transmitted to City and Contractor via e-mail in .pdf format.
- Hard copy and electronic copies of record drawings as described above.

Key Understandings and Assumptions:

Activities covered by this Task Series will be completed in approximately two (2) months after Contractor notice of Substantial Completion.

- Substantial and final inspections will include the HDR Project Manager and up to one person from each design discipline, but not more than three (3) people total. Only one of each inspection is anticipated. Additional inspections will be at the expense of the Contractor.
- Contractor will furnish final equipment O&M manuals, provide associated equipment training to City’s staff, and successfully complete performance and demonstration testing.
- The eO&M Manual content and format will follow previously developed eO&M standards and will at least provide the content required for Idaho DEQ.
- eO&M Manual kick off meeting will occur in City’s Wastewater Administration Building conference room, will involve up to one (1) Consultant team member, and will last up to two (2) hours.
- Detailed standard operating procedures will not be developed as part of the eO&M manual development, except under contract amendment if directed by City operations staff. If detailed standard operating procedures are developed, they will be completed in collaboration with City staff.
- The eO&M Manual will be internally accessible via Internet Explorer and will not be accessible by the general public.
- Record drawings will be based on construction records provided by Contractor, City and on-site resident project representative (RPR).
- Direct expenses incurred by engineering/office staff for travel, sustenance, printing, photocopying, and telephone conferences will be billed to City.

PROJECT SCHEDULE

The proposed project schedule is summarized in the Table below.

Project Task	Estimated Schedule
Consultant Notice to Proceed (Upon Contract Approval)	8/31/20
Concepts Development and Evaluation	8/31/20—9/16/20

Design Development (30% & 90%)	4/15/22 – 7/29/22
Final Contract Documents (100%)	7/29/22 – 8/15/22
Bidding	8/16/22 – 9/20/22
Executed Construction Contracts	9/23/22, estimated
Installation Construction	5/12/23 – 6/20/24, estimated

COMPENSATION

Project Task/Activity	Description	Fee
Task 600	Final Contract Documents	\$29,800.00
Task 700	Bidding Administration	\$15,000.00
Task 800	Construction Phase Office Services	\$299,820.00
Task 900	Construction Phase Field Services	\$533,166.00
Task 1000	Commissioning and Close-Out Services	\$121,544.00
Amendment Total		\$999,330.00

	HDR Labor Hours	HDR Labor Total	Sub Labor Total w Mark-up	Printing	Lodging/Food	Travel	Expenses SubTotal	Total
Task 600 - Final Contract Documents	245	\$ 29,800	\$ -		\$ -		\$ -	\$ 29,800
Task 700 - Bidding Administration	125	\$ 15,000	\$ -		\$ -		\$ -	\$ 15,000
Task 800 - Construction Phase Office Services	1,867	\$ 295,629	\$ -	\$ 675	\$ -	\$ 3,516	\$ 4,191	\$ 299,820
Task 900 - Construction Phase Field Services	2,520	\$ 406,016	\$ 60,000	\$ -	\$ 54,750	\$ 12,399	\$ 67,149	\$ 533,166
Task 1000 - Commissioning and Close-Out Services	792	\$ 118,094	\$ -	\$ 500	\$ 250	\$ 2,700	\$ 3,450	\$ 121,544
TOTAL	5,179	\$ 819,739	\$ 60,000	\$ 1,175	\$ 55,000	\$ 18,615	\$ 74,790	\$ 999,330

AMENDMENT NO. 3
to
PROFESSIONAL SERVICES AGREEMENT
Between
CITY OF COEUR D’ALENE and HDR ENGINEERING, INC.
For
SOLID HANDLING IMPROVEMENTS PROJECT

This Amendment to the Professional Services Agreement is made and entered into the 6th day of June, 2023, between the City of Coeur d’Alene, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the “City,” and HDR Engineering, Inc., a Nebraska corporation, with its principal place of business at 412 E. Parkcenter Blvd., Suite 100, Boise, Idaho 83706, hereinafter referred to as the “Consultant,” pursuant to the terms and conditions as set forth herein.

W I T N E S S E T H:

WHEREAS, the Consultant is available and is willing to provide personnel and services to prepare the final design elements, cost estimates, construction sequencing, plans and specifications, additional shop drawings, and technical submittals for the Solids Handling Improvements Project as described herein within Amendment No. 3, and

WHEREAS, Section 10 of the Professional Services Agreement allows for modifications to the scope of services to be provided by the Consultant for additional reasonable compensation.

NOW, THEREFORE, in consideration of the terms, conditions and covenants of performance contained or incorporated herein, the City and the Consultant agree that the Professional Services Agreement entered into on the 18th day of August, 2020, and Amendment No. 1 – December 21, 2021, and Amendment No. 2 – July 5, 2022 shall be amended as follows:

Section 1. Scope of Services

The scope of services is amended to include the scope of services, schedule, and compensation as described in Exhibit “A” hereto, entitled: Solids Handling Improvements Project at the Coeur d’Alene Advanced Wastewater Treatment Facility (AWTF) for the City of Coeur d’Alene, Idaho, Scope of Services, Schedule, and Compensation, Modified for Amendment No. 03 – June 6, 2023.

Section 2. Compensation

For services described in this Amendment, the Consultant’s total compensation for professional services, including labor and overhead costs and expenses, sub-consultant compensation, and sub-consultant mark-up, shall be Nine Hundred Ninety-nine Thousand Three Hundred thirty and 00/100 Dollars (\$999,330.00). This brings the total compensation under the

Professional Services Agreement, Amendment No. 1, Amendment No. 2, and Amendment No. 3 to One Million Three Hundred Ninety-nine Thousand Nine Hundred Seventy-one and 57/100 Dollars (\$1,399,971.57) for the Solids Handling Improvements Project.

Section 3. Schedule

The Project Schedule for the services performed pursuant to this Amendment shall be as set out in Exhibit "A." Except as specifically provided herein, all terms and conditions of the original Professional Services Agreement and Amendment No's.1 & 2 remain in full force and effect.

CITY OF COEUR D'ALENE

HDR ENGINEERING, INC.

James Hammond, Mayor

Kate Eldridge, Vice President

ATTEST:

ATTEST:

Renata McLeod, City Clerk

Zelma Z. Miller, Department Accountant

**CITY COUNCIL
STAFF REPORT**

DATE: JUNE 6, 2023

FROM: TROY TYMESEN, CITY ADMINISTRATOR

SUBJECT: PROVIDE FUNDING TO HOMESHARE KOOTENAI COUNTY

DECISION POINT:

Should the City Council approve providing \$50,000 to HomeShare Kootenai County for the purpose of increasing the availability of affordable housing, which expenditure is not in the current year's financial plan?

HISTORY:

HomeShare Kootenai County is a new organization to our area that performs background checks and provides management services in order to enable home owners to identify unrelated people to share housing. Home sharing provides a mutual benefit to home owners and tenants. Every home sharing arrangement is unique. It's about people helping people. HomeShare Kootenai County facilitates these arrangements.

FINANCIAL ANALYSIS:

There is no fee to participate in HomeShare. When a match is successful, the home owner pays a one-time fee equal to 25% of the first month's rent. The renter will be charged a match fee of \$35. It is proposed that the source of funding for this expenditure come from American Rescue Plan Act (ARPA) monies that the City was granted. The money would be used by HomeShare for marketing the program and to cover the cost of ongoing operations.

PERFORMANCE ANALYSIS:

The City has partnered with Connect Kootenai and the Regional Housing and Growth Issues Partnership to seek solutions which would increase the amount of available affordable housing for local workers. The City recognizes that a local challenge is finding affordable housing. This home sharing program opportunity is available immediately and is one way of addressing the affordable housing problem.

DECISION POINT/RECOMMENDATION:

The City Council should approve providing \$50,000 of ARPA money to HomeShare Kootenai County for the purpose of increasing the availability of affordable housing, which expenditure is not in the current year's financial plan.

RESOLUTION NO. 23-043

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, TO PROVIDE \$50,000.00 OF ARPA FUNDS TO HOMESHARE KOOTENAI COUNTY FOR THE PURPOSE OF INCREASING THE AVAILABILITY OF AFFORDABLE HOUSING THROUGH A HOME SHARING PROGRAM.

WHEREAS, it is proposed that the City of Coeur d'Alene provide \$50,000.00 of ARPA Funds to HomeShare Kootenai County for the purpose of increasing the availability of affordable housing through a home sharing program.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City approve funding in the amount of \$50,000.00 to HomeShare Kootenai County for the purpose of increasing the availability of affordable housing using ARPA Funds; and

BE IT FURTHER RESOLVED that the Mayor and City Clerk be directed to take such steps necessary to provide said fundings on behalf of the City.

DATED this 6th day of June, 2023.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.

PUBLIC HEARINGS

**CITY COUNCIL
STAFF REPORT**

DATE: JUNE 6, 2023

FROM: TOM GREIF, FIRE CHIEF AND HILARY PATTERSON,
COMMUNITY PLANNING DIRECTOR

SUBJECT: CREATION OF MUNICIPAL CODE CHAPTER 14.14, ENTITLED
KOOTENAI COUNTY EMERGENCY MEDICAL SERVICE
SYSTEM DEVELOPMENT IMPACT FEES, APPROVAL OF AN
INTERGOVERNMENTAL AND JOINT POWERS AGREEMENT
WITH KOOTENAI COUNTY EMERGENCY MEDICAL SERVICE
SYSTEM (KCEMSS), ADOPTING THE CAPITAL
IMPROVEMENT PLAN AND ADOPTING IMPACT FEES FOR
KCEMSS

DECISION POINT: Should the City Council adopt an Ordinance amending Chapter 14 of the Municipal Code, adopt the KCEMSS Capital Improvement Plan, enter into an Intergovernmental and Joint Powers Agreement with KCEMSS and collect development impact fees on their behalf?

HISTORY: Development impact fees are collected in order to ensure that new development bears a proportionate share of the cost of system improvements required to accommodate new development. The City of Coeur d’Alene started collecting impact fees in 1993. The City is in the process of updating its impact fees and expects to have new fees to bring forward by the end of 2023.

KCEMSS has requested all jurisdictions within its service area to collect impact fees on its behalf as they do not have ordinance authority or mechanism to collect impact fees because they do not issue building permits. KCEMSS worked with Galena Consulting to complete a Development Impact Fee Study and Capital Improvement Plan through 2031. The City of Coeur d’Alene is the last jurisdiction to hear this request. The others have started collecting the fees and transferring them on a monthly basis to KCEMSS.

Chief Keeley of KCEMSS made a presentation to the Planning Commission on February 14, 2023 and presented the request for Coeur d’Alene to collect development impact fees. The City’s Planning Commission acting as the Development Impact Fee Advisory Committee heard the request and made a recommendation to the City Council to collect these fees.

FINANCIAL ANALYSIS: There is a mutual aid agreement between KCEMSS and the City of Coeur d’Alene. The City will not collect an administrative fee to collect and administer the fees. KCEMSS has done a study and evaluated the cost of system improvements. Impact fees are collected at the time of building permit. The fees that will be collected are \$132 per dwelling unit for all new residential uses and \$0.65 per square foot for all new non-residential uses.

PERFORMANCE ANALYSIS: Collecting impact fees for KCEMSS requires the City to adopt their Capital Improvement Plan, amend Title 14 of the Municipal Code, enter into an Intergovernmental and Joint Powers Agreement, and update the fee schedule to include the new fees.

Updating the City’s impact fees will not impact the collection of KCEMSS fees. Each year the City will receive the updated impact fees from KCEMSS that will be adjusted for inflation based on the Engineering News-Record Index. The updated fees will be included in the City’s Fee Schedule and collected with building permits. The fees will be deposited in KCEMSS’s impact fee account and not commingled with the City’s development impact fees. The City will remit the development impact fees to KCEMSS on a monthly basis.

KCEMSS has a mechanism in place for exemptions, projects with extraordinary impacts, and credits. The following exemptions to charging development impact fees for KCEMSS would apply:

- Rebuilding the same amount of square footage of a structure destroyed by catastrophe
- Remodeling or repairing a structure that doesn’t increase the number of service units
- Replacing a residential use or manufactured/mobile home with the same use, provided the number of service units doesn’t increase
- Temporary construction trailer or office, residential additions if they do not increase the number of service units
- Accessory uses if they do not increase the number of service units
- Installation of a modular building or manufactured/mobile home if the use was legally in place prior to the ordinance date or if KCEMSS impact fees have been paid previously for the use
- Construction or development by a taxing district and public charter schools.

DECISION POINT/RECOMMENDATION: Council should adopt the Ordinance, adopt the KCEMSS Capital Improvement Plan, enter into an Intergovernmental and Joint Powers Agreement with KCEMSS, and collect fees on their behalf.

Attachments:

- Kootenai County Emergency Medical Services System Impact Fee Study and Capital Improvement Plan, Final Report – October 11, 2021
- Meeting Minutes from February 14, 2023 Planning Commission Meeting

ADMINISTRATIVE: *ITEMS BELOW ARE CONSIDERED TO BE ACTION ITEMS.**

1. Applicant: City of Coeur d'Alene
Request: KCEMSS Impact Fee Request
Administrative

Sean Holm, Senior Planner introduced Bill Keeley, Chief KCEMSS for the presentation.

Bill Keeley, Chief KCEMSS provided the following statements:

- KCEMSS does not have ordinance authority under Idaho law so we must have a city or county enact and collect our impact fees.
- He stated since this needs to be completed by the City Council, they also need to adopt our CIP. This is why we are coming to Planning and Zoning first to ask for a positive recommendation before going to the City Council for adoption.
- He provided a Power Point explaining who KCEMSS contracts with that includes all Fire Districts/Departments within Kootenai County that supply the employees to operate the ambulances and Quick Response Units.
- He explained the Impact Fee Statue and how the money is collected and what the fees will pay for to provide quality service.

Mr. Keeley concluded his presentation.

Commission Comments:

Commissioner Fleming inquired about the 10-year plan. Mr. Keely explained with the purchase of a new ambulance in March that will buy us a year before we will need to buy another ambulance that will be used parttime and then increasing the time the vehicle is used before we will need another replacement. He explained this plan is done in year increments of what we need based on the amount of impact fees collected. We will come back every year with a report on how we are doing.

Chairman Messina explained that the city is looking at their impact fees now and asked if this will also be going to Council in March. Ms. Patterson stated this is on a separate track and won't impact the work we are currently doing on our impact fees. She explained this request is for the commission to recommend to council for the adoption of the KCEMSS CIP including collection of impact fees. Chairman Messina inquired how will that review be handled. Mr. Keeley explained the City collects the fees and we reimburse for administrative services. Then it's our problem. The city is relieved of their responsibilities through the Intergovernmental Agreement. Mr. Adams added that we will look at the amendment of the ordinance and include that in the ordinance or the MOU.

Commissioner Luttrupp inquired what is the process used for identifying new users. Mr. Keely explained new users are identified through patient care reports. Commissioner Luttrupp stated that impact fees are collected on new building permits and asked how are those identified. Mr. Keely explained those are identified from new residential units and new nonresidential square footage (new construction and remodels) at the time of building permits. Commissioner Luttrupp inquired does that information come from the city. Mr. Holm explained when a building permit is issued, the impact fees are calculated. Commissioner Luttrupp inquired how the level of service is determined. Mr. Kelly explained that we look at what our response times are and on average we are 7 minutes 59 seconds. He added impact fees should allow us to keep that same response time and if we aren't making those times, we would need to look at increasing units.

Commissioner Ward noted in the presentation the reference to \$132.00 per residential unit and 7cents

per sq.ft. per nonresidential. He questioned if that is the actual rate that is charged. Mr. Keely explained that is correct and what we are asking the city to collect. Commissioner Ward inquired when the money is collected when a permit is issued do those fees go to you after the administrative costs are deducted and questioned if all that money is spent within the city or is it county.

Mr. Kelley explained that all cities pay into it and all goes county wide. For example, we have been collecting fees in the City of Rathdrum and those fees collected will be applied to new ambulances that will be used in the City of Coeur d'Alene.

Commissioner McCracken inquired if all city departments weighed in on the request and do they feel this is an adequate number. Ms. Patterson explained that the city departments didn't weigh in on this it was up to the county to determine their fees which doesn't affect our impact fees.

Motion by Luttrupp, seconded by Ward to approve KCEMSS Impact fee request. Motion approved.

ROLL CALL:

Commissioner Fleming	Voted	Aye
Commissioner Mandel	Voted	Aye
Commissioner McCracken	Voted	Aye
Commissioner Luttrupp	Votes	Aye
Commissioner Ward	Voted	Aye
Chairman Messina	Voted	Aye

Motion to approve carried by a 6 to 0 vote.

PUBLIC HEARINGS

1. Applicant: City of Coeur d'Alene
Request: The City of Coeur d'Alene is considering an amendment to Chapter 17.08, Article X of the Municipal Code to repeal M. C. § 17.08.1030 (G) which allows a 14-day exemption for permits. In addition, it is proposed that current permit holders will be allowed to renew their permit and no applications for new permits will be accepted for one (1) year. A proposed fee increases for the annual renewal of \$84.00 (for a total of \$180.00), and violation penalties for operating without a permit as follows: \$1,000.00 for the first offense, \$2,000.00 for the second, and \$5,000.00 for the third, will be considered.
LEGISLATE, (0-1-23)

Renata McCleod, Municipal Services Director, provided the following statements.

- Idaho Code allows local governments to implement reasonable regulations in order to protect the integrity of residential neighborhoods. The City adopted Short-Term Rental (STR) regulations on December 5, 2017, noting that the Code would need to be revisited after some time to see if amendments were needed. Since that time, City staff has been requested to research and recommend amendments to the STR Code and the City has hired Granicus, Inc., to conduct research, assist with monitoring and enforcement throughout the year, and operate a 24/7 complaint hotline.
- The desired data points have not yet been provided to the City by Granicus and the March 1, 2023 and the renewal deadline is fast approaching.
- The ad hoc committee came up with recommendations related to the STR Code Amendments including:
 - Repeal the 14-day exemption.
 - Increase penalties for non-permitted STR's.

Impact Fees for Kootenai County Emergency Medical Services System (KCEMSS)

By
Bill Keeley, Chief



To provide exceptional, compassionate and innovative medical care and service to the citizens and visitors of Kootenai County.

KCEMSS



- Is an independent taxing district within Kootenai County.
- KCEMSS is the State EMS license holder for Kootenai County.
- KCEMSS purchases, owns and maintains all of the ambulances, reusable medical equipment and supplies all of the single use supplies for both ambulances and fire apparatus.

KCEMSS



- KCEMSS contracts with all the Fire Districts/Departments within Kootenai County to supply the employees to operate the ambulances and Quick Response Units.
- CDA Fire Department operates three ALS Ambulances under the contract with KCEMSS.

KCEMSS



- KCEMSS has a \$10,000,000.00 dollar budget.
- Of the above number \$2.5 million comes from taxes.
- The rest (\$7.5 million) comes from user fees.
- Approximately \$7.5 million is returned to the fire departments to provide the EMTs paramedics who provide the service.
- CDA Fire receives \$1.9 million from KCEMSS yearly. The most of any department.
- KCEMSS has the second lowest taxing rate, in the state for ALS EMS systems, at seven cents per thousand assessed value.

Impact Fees



- With changes in state law KCEMSS can now request impact fees be collected by the Cities and Kootenai County.
- All cities in Kootenai County are currently collecting impact fees for KCEMSS.

Impact Fees



- Impact fees will allow us to purchase new ambulances and the equipment needed to operate them.
- We have just put into service a new ambulance with CDA Fire.
- This ambulance was purchased with impact fees.
- We anticipate needing 4 more ambulances and the equipment required to operate them over the next 10 years.

Impact Fees



- KCEMSS anticipates needing to purchase approximately \$4,350,683.00 worth of impact fee approved equipment in the next ten years.
- Using population statistics for the next ten years this works out to an impact fee of \$132.00 on residential structures and \$0.07 per square foot on commercial structures.

Impact Fees



- All impact fee monies collected go back to the fire departments, as no services, to allow them additional resources or equipment to meet the needs of the continued population increase and allows growth to pay for growth.

Question?

- Thank You for your time.

ORDINANCE NO. _____
COUNCIL BILL NO. 23-1006

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF TITLE 14 OF THE COEUR D’ALENE MUNICIPAL CODE WITH THE ADDITION OF A NEW CHAPTER, 14.14, ENTITLED “KOOTENAI COUNTY EMERGENCY MEDICAL SERVICE SYSTEM DEVELOPMENT IMPACT FEES”; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THE ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

WHEREAS, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d’Alene that said amendment be adopted;

NOW, THEREFORE,

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

SECTION 1. *That a new Chapter, entitled “14.14, Kootenai County Emergency Medical Service System Development Impact Fees,” be added to the Coeur d’Alene Municipal Code.*

SECTION 2. *That Chapter 14.14 be added to the Coeur d’Alene Municipal Code as follows:*

14.14.010: AUTHORITY:

This Chapter is enacted pursuant to the City’s general police powers under Article XII, Section 2, Idaho Constitution, and the authority provided by the Idaho Development Impact Fee Act, Chapter 82, Title 67, Idaho Code.

14.14.020: PURPOSE AND APPLICABILITY:

A. Purpose. The purpose of this Chapter is to:

1. Assist with the implementation of the Kootenai County Emergency Medical Service System (“KCEMSS”) Capital Improvement Plan;
2. Ensure that new Development bears a proportionate share of the cost of System Improvements; ensure that such Proportionate Share does not exceed the cost of such System Improvements required to accommodate new Development; and to ensure that funds collected from new Development are used for System Improvements in accordance with the Act;

3. To be consistent with those principles for allocating a fair share of the cost of System Improvements to new Development, and for adopting development impact fee ordinances, established by the Act;
 4. To ensure that any KCEMSS Impact Fees collected are deposited in the KCEMSS's impact fee account, are not commingled with other monies, are used solely for the purpose for which they are collected.
- B. Applicability. This Chapter applies to all Development of property located within the boundaries of the City.

14.14.030: DEFINITIONS:

- A. "Act" shall mean the Idaho Development Impact Fee Act, Chapter 82, Title 67, Idaho Code.
- B. "Applicant" shall mean the person who pays or is required to pay a development impact fee, also known as the "fee payer."
- C. "Board" shall mean The Joint Powers Board of KCEMSS.
- D. "Building Permit" shall mean the permit required for foundations, new construction, and additions.
- E. "City" shall mean the City of Coeur d'Alene.
- F. "Capital Facilities" shall mean all KCEMSS facilities, stations, apparatus, vehicles, and equipment which are identified in KCEMSS's Capital Improvements Plan.
- G. "Capital Improvements Plan" shall mean the plan adopted by KCEMSS pursuant to this Chapter that identifies Capital Improvements for which development impact fees may be used as a funding source.
- H. "Capital Improvements" shall mean improvements with a useful life of ten (10) years or more, by new construction or other action, which increase the service capacity of a Public Facility.
- I. "Development" shall mean any construction or installation of a building or structure, or any change in use of a building or structure, or any change in the use, character or appearance of land, which creates additional demand and need for public facilities or the subdivision of property that would permit any change in the use, character or appearance of land. As used in this chapter, "Development" shall not include activities that would otherwise be subject to payment of the development impact fee if such activities are undertaken by a taxing district, as defined in Idaho Code § 63-201, or by an authorized public charter school, as defined in Idaho Code § 33-5202A, in the course of carrying out

its statutory responsibilities, unless the adopted impact fee ordinance expressly includes taxing districts or public charter schools as being subject to development impact fees.

- J. “Extraordinary Impact” shall mean an impact which is reasonably determined by KCEMSS to:
1. Result in the need for KCEMSS System Improvements, the cost of which will significantly exceed the sum of the development impact fees to be generated from the project or the sum agreed to be paid pursuant to a development agreement as allowed by Idaho Code § 67-8214(2); or
 2. Result in the need for KCEMSS System Improvements which are not identified in the Capital Improvements Plan.
- K. “KCEMSS” shall mean the Kootenai County Emergency Medical Services System.
- L. “KCEMSS Impact Fee” shall mean the fee imposed as condition of Development to pay for a proportionate share of the costs of System Improvements needed to serve the Development. The term does not include the following:
1. A charge or fee to pay the administrative plan review, or inspection cost associated with permits required for Development;
 2. Connection or hookup charges;
 3. Availability charges for drainage, sewer, water, or transportation charges for services provided directly to the Development; or
 4. Amounts collected from a developer in a transaction in which KCEMSS has incurred expenses in constructing Capital Improvements for the Development if the owner or developer has agreed to be financially responsible for the construction or installation of those Capital Improvements, unless a written agreement is made, pursuant to Idaho Code § 67-8209(3) as amended, for credit or reimbursement.
- M. “Project Improvements” means site improvements and facilities that are planned and designed to provide service for a particular Development project and that are necessary for the use and convenience of the occupants or users of the project.
- N. “Public Facility” shall include the land, buildings, and equipment used for fire protection and emergency medical/rescue which have a useful life of ten (10) years or more.
- O. “Service Area” shall mean the area within the City in which specific Public Facilities provide KCEMSS services to Development within the areas defined, based on sound

planning or engineering principles, or both. For purposes of this Chapter, there is one Service Area encompassing all the City.

- P. “Service Unit” shall mean a standardized measure of consumption, use, generation, or discharge attributable to an individual unit of Development calculated in accordance with generally accepted engineering or planning standards for a particular category of Capital Improvements.
- Q. “System Improvements” shall mean Capital Improvements to public facilities designed to provide service to a Service Area including, without limitation, the type of improvements described in Idaho Code § 50-1703.
- R. “System Improvements Costs” shall mean the costs incurred for construction or reconstruction of System Improvements, including design, acquisition, engineering and other costs attributable thereto, and also including, without limitation, the type of costs described in Idaho Code § 50-1702(h), to provide additional Public Facilities needed to serve new growth and development. System Improvement Costs shall not include:
1. Construction, acquisition or expansion of Public Facilities other than Capital Improvements identified in the capital improvements plan;
 2. Repair, operation or maintenance of existing or new Capital Improvements;
 3. Upgrading, updating, expanding or replacing existing Capital Improvements to serve existing development in order to meet stricter safety, efficiency, environmental or regulatory standards;
 4. Upgrading, updating, expanding, or replacing existing Capital Improvements to provide better service to existing development;
 5. Administrative and operating costs of the governmental entity unless such costs are attributable to development of the capital improvements plan, as provided in Idaho Code § 67-8208; or
 6. Principal payments and interest or other finance charges on bonds or other indebtedness except financial obligations issued by or on behalf of the governmental entity to finance Capital Improvements identified in the capital improvements plan.
- S. All other terms used in this Chapter which are defined in Idaho Code § 67-8203 shall have the definitions contained in that section.

14.14.040: IMPOSITION OF KCEMSS IMPACT FEE:

- A. Imposition of KCEMSS Impact Fee. A KCEMSS Impact Fee is hereby assessed on all new Development in the City.
- B. Calculation of Fee and Adoption of Fee Schedule. Unless an exemption is contained in this section, KCEMSS Impact Fees will be calculated in accordance with the fee schedule contained in the Capital Improvements Plan providing for standard fees based on the total number of dwelling units or square feet of nonresidential space in the Development Approval. The methodology for determining the cost per Service Unit provided for in the fee schedule must be set forth in the Capital Improvements Plan. The fee schedule will be adopted by resolution of the City Council and will be updated annually for inflation based on the Engineering News-Record Index.
1. If the City does not collect a City impact fee for a project, the City will not assess or collect the KCEMSS Impact Fee for that project.
 2. A person may claim an exemption from the KCEMSS Impact Fee at the time a Building Permit or manufactured home installation application is filed, as provided by § 14.14.050. Any exemption that is not requested at the time a permit or application is filed shall be deemed waived.
 3. A person may request an individual assessment of the KCEMSS Impact Fee as provided in Section 14.14.060 in lieu of paying the impact fees contained in the fee schedule. The failure to request an individual assessment at the time a permit or application is filed shall constitute a waiver of an individual assessment.
 4. If the City determines that the Development presents an Extraordinary Impact under § 14.14.070, the City will refer the application to KCEMSS for a determination of whether the Development also creates an Extraordinary Impact for KCEMSS. In that event, the KCEMSS Impact Fee will be established as provided in § 14.14.070.
 4. A person may claim a credit as provided in § 14.14.080. A credit that is not claimed at the time of application filing is waived.

14.14.050: EXEMPTIONS:

- A. Exemptions. The provisions of this Chapter do not apply to the following:
1. Rebuilding the same amount of floor space of a structure which is destroyed by fire or other catastrophe, provided the structure is rebuilt and ready for occupancy within two (2) years of its destruction;

2. Remodeling or repairing a structure which does not increase the number of Service Units;
3. Replacing a residential unit, including a manufactured/mobile home, with another residential unit on the same lot; Provided, that the number of Service Units does not increase;
4. Placing a temporary construction trailer or office on a lot;
5. Constructing an addition on a residential structure which does not increase the number of Service Units;
6. Adding uses that are typically accessory to residential uses, such as tennis court or a clubhouse, unless it can be clearly demonstrated that the use creates a significant impact on the capacity of System Improvements;
7. The installation of a modular building or manufactured/mobile home if it can be demonstrated by documentation such as utility bills and tax records that either:
 - a. A modular building or manufactured/mobile home was legally in place on the lot or space prior to the effective date of this Chapter; or
 - b. KCEMSS Impact Fees have been paid previously for the modular building or manufactured/mobile home on that same lot or space; or
8. Construction or Development by taxing districts as defined in Idaho Code § 63-201 and public charter schools as defined in Idaho Code § 33-502A are exempt from paying KCEMSS Impact Fees.

B. Claiming an Exemption. An exemption from the KCEMSS Impact Fee must be claimed when applying for a Building Permit or manufactured home installation permit. Any exemption not claimed at the time of application will be deemed waived. The City will deliver exemption applications to the KCEMSS which must determine if the Development is exempt within thirty (30) days of receipt.

14.14.060: INDIVIDUAL ASSESSMENT:

- A. Requesting an Individual Assessment. In lieu of paying the KCEMSS Impact Fee pursuant to the adopted fee schedule, a person may file a request with the City, at the time of permit application, to determine the amount of the KCEMSS impact fee through an individual assessment process.
- B. Required Information. An individual assessment requires a consideration of studies, data, and any other relevant information submitted by the Applicant in order to adjust the amount

of the KCEMSS Impact Fee. If a person files a request for an individual assessment, the person shall be responsible for retaining, at the person's sole expense, a qualified professional to calculate an individual assessment that complies with the requirements of this Chapter. The information provided by the Applicant must establish that the resulting individual assessment complies with the requirements of this Chapter and that the resulting individual assessment is a more accurate measure of the Applicant's proportionate share of the cost of System Improvements. The analysis must be based on KCEMSS's adopted levels of service and the unit costs for System Improvements used in the Capital Improvement Plan, and use an average cost (not a marginal cost) methodology. All information upon which the calculated individual assessment is based must be provided to the City within thirty (30) days after filing the request for individual assessment.

- C. Transmission to KCEMSS. Upon receipt of information supporting a request for individual assessment, the City will transmit the request and the information to KCEMSS for review. If supporting information is not received within thirty (30) days after the filing of the request of individual assessment, the request will be denied by the City and the fee from the fee schedule will be imposed.
- D. Determination by KCEMSS. KCEMSS must issue a written decision within thirty (30) days following receipt of the request and information from the City unless the Applicant and KCEMSS agree to an extension. KCEMSS may accept or reject the calculated individualized assessment or accept the assessment in part based on KCEMSS's evaluation of whether the individual assessment is a more accurate measure of demand for System Improvements created by the proposed Development. KCEMSS shall provide its written determination to the Applicant and the City. The evaluation shall document the relevant methodologies and assumptions used by KCEMSS and include an explanation of the calculation of the KCEMSS Impact Fee, specify the System Improvement(s) for which the KCEMSS Impact Fee is intended to be used, and provide an explanation of those factors identified in Idaho Code § 67-8207.
- E. Assessment of Individual Impact Fee. Upon receipt of the final determination from KCEMSS, the City will assess and collect the KCEMSS Impact Fee for the Development Approval using the fee set out in KCEMSS's final determination.

14.14.070: EXTRAORDINARY IMPACTS:

- A. Initial Determination of Potential Extraordinary Impact. If the City determines that an Extraordinary Impact exists, the City will notify the Applicant and submit the application, along with the City's determination, to KCEMSS within seven (7) days after making its determination. KCEMSS must then review the application and determine whether the Development will create an Extraordinary Impact for KCEMSS. Unless the Applicant agrees to a longer time, KCEMSS must notify the Applicant and the City within thirty (30) days after KCEMSS's receipt of the application whether KCEMSS believes that the Development creates an Extraordinary Impact.

- B. Establishment of Impact Fee if No Extraordinary Impact. If KCEMSS does not believe that the Development creates Extraordinary Impact, or if KCEMSS does not respond within the time allowed, the City will assess the KCEMSS Impact Fees calculated in accordance with the adopted fee schedule. If KCEMSS believes that the Development creates an Extraordinary Impact, KCEMSS must include in its notice a statement that the potential impacts of such Development Approval on System Improvements are not adequately addressed by the Capital Improvements Plan, and that a supplemental study, at the Applicant's expense, will be required.
- C. Meeting with Applicant. Within thirty (30) days after KCEMSS's notice to the City and the Applicant that the Development application may create an Extraordinary Impact, KCEMSS must meet with the Applicant to discuss whether the Applicant wants to:
1. Pay for the supplemental study necessary to determine the System Improvements Costs related to the proposed Development Approval;
 2. Modify the proposal to avoid generating Extraordinary Impact; or
 3. Withdraw the application.
- D. Additional Study. If the Applicant agrees to pay for a supplemental study required to document the proposed Development Approval's Proportionate Share of System Improvements Costs, then KCEMSS and the Applicant will jointly select a consultant to perform the study. The Applicant must agree to enter into a written agreement with the consultant to pay the costs of the study. The agreement must require that the supplemental study be completed within thirty (30) days from the date the agreement is executed unless the Applicant agrees to a longer time.
- E. Results of Study. Once the study is completed, the Applicant may choose to:
1. Pay the Proportionate Share of System Improvements Costs documented by the supplemental study;
 2. Modify the proposed Development to reduce such costs; or
 3. Withdraw the application.

If the Applicant agrees to pay the System Improvements Costs documented in the supplemental study, the Applicant and KCEMSS will provide the City a signed written agreement indicating that both parties accept results of the supplemental study and agree to the amount of the KCEMSS Impact Fees to be assessed.

- F. No building permit or other equivalent City approval shall be issued for Development unless the required impact fee is paid.

14.14.080: CREDITS AND REIMBURSEMENTS:

- A. Credits. A credit or reimbursement may be claimed for the present value of any System Improvements constructed by the Applicant, or for the Present Value of any dedication of land or money required by KCEMSS towards a System Improvement of the category for which the KCEMSS Impact Fee is collected including System Improvements paid for by the Applicant as a part of a local improvement district. Credit will also be given for the present value of all tax and user fee revenue paid by the Applicant within the Service Area that was assessed and used by KCEMSS for System Improvements of the category for which the KCEMSS Impact Fee is collected. Alternatively, an Applicant may request a reimbursement of KCEMSS Impact Fees paid as provided by this Section.
- B. Limitations. Credits or reimbursements against a KCEMSS Impact Fee will not be given for Project Improvements. Credits issued for one Capital Improvements Element may not be used to reduce the impact fee due for a different Capital Improvement.
- C. Requesting a Credit or Reimbursement. To request a credit or reimbursement against a KCEMSS Impact Fee, an Applicant must submit a request to KCEMSS to negotiate an agreement concerning the amount of the credit or reimbursement as required by Idaho Code § 67-8209(4) prior to submitting a Building Permit application with the City. The request should provide sufficient detail to allow KCEMSS to determine whether a credit or reimbursement is warranted.
- D. Evaluation and Agreement. After receipt of the written request for credit or reimbursement, KCEMSS must review the request and determine whether the land or System Improvements meet the requirements of this Section and Idaho Code § 67-8209. If a credit or reimbursement is due, KCEMSS and the Applicant will negotiate an agreement, in good faith, setting forth the amount of credit or reimbursement due the Applicant, the time and form of the credit or reimbursement, and a term not exceeding ten (10) years. KCEMSS must complete its review and determination of an application within thirty (30) days after receipt of an application for credit or reimbursement.
- E. Valuation. Credit or reimbursement will be given for the present value of the land dedication or improvement as follows:
 - 1. Credit for qualifying land dedications will, at the Applicant's option, be valued at one hundred percent (100%) of the most recent assessed value for such land as shown in the records of the county assessor, or the fair market value established by a private appraiser acceptable to KCEMSS in an appraisal paid for by the Applicant.

2. Credit for qualifying acquisition or construction of System Improvements will be valued by KCEMSS at the present value of such improvements based on complete engineering drawings, specifications, and construction cost estimates submitted by the Applicant to KCEMSS. KCEMSS will determine the amount of credit due based on the information submitted, or, if it determines that such information is inaccurate or unreliable, then on alternative engineering or construction costs acceptable to KCEMSS as a more accurate measure of the value of the offered System Improvements to KCEMSS.
- F. Credits Exceeding Fee Amounts Due. If the credit due to an Applicant exceeds the KCEMSS Impact Fee that would otherwise be due from the Applicant pursuant to this Chapter, the Applicant may choose to receive such credit in the form of either:
1. A credit against future KCEMSS Impact Fees for the same category of System Improvements; or
 2. A reimbursement from KCEMSS Impact Fees paid by future Development that impacts the System Improvements contributed or dedicated by the Applicant.
- G. Final Determination of Credit and Payment of Reimbursement. KCEMSS's determination of whether a credit or reimbursement is due is final, and KCEMSS is solely responsible for the determination and payment of any reimbursement to the Applicant.

14.14.090: PAYMENT OF FEES:

- A. Payment of Impact Fee. The KCEMSS Impact Fees assessed by this Chapter will be paid to the City at the times listed in Coeur d'Alene Municipal Code § 14.03.010. The KCEMSS Impact Fees will be calculated by the City based on the Fee Schedule in effect at the time the application is submitted.
- B. Transfer of Collected Fees to KCEMSS. All KCEMSS Impact Fees collected by the City will be transferred to KCEMSS monthly.
- C. Certification of Amount. After the KCEMSS Impact Fees for a proposed Development have been calculated as authorized by this Chapter, the Applicant may request that the City or KCEMSS, whichever calculated the fee, provide a certification of the amount of KCEMSS Impact Fees for that Development. Within thirty (30) days after receiving such request, the City or KCEMSS, whichever calculated the fee, will issue a written certification to the Applicant of the amount of the KCEMSS Impact Fees due for the Development. The certification will be binding so long as there is no material change to the Development or to the adopted impact fee schedule prior to the issuance of permits. The certification must include an explanation of the calculation of the KCEMSS Impact Fees, including an explanation of factors considered under Idaho Code § 67-8207, and

specify the System Improvement(s) for which the KCEMSS Impact Fees are intended to be used.

- D. Payment Under Protest. Development approval will not be granted until the required KCEMSS Impact Fees have been paid. The Applicant may elect to pay the fees under protest and seek a refund from KCEMSS.

14.14.100: METHODOLOGY FOR CALCULATING KCEMSS IMPACT FEES:

KCEMSS Impact Fees must be based on a study, prepared by KCEMSS in accordance with generally accepted accounting principles and meeting the requirements of Idaho Code § 67-8207, and the Capital Improvement Plan prepared by KCEMSS meeting the requirements of Idaho Code § 67-8208.

14.14.110: REFUNDS:

KCEMSS must refund KCEMSS Impact Fees to the Applicant, or their successor in interest, within ninety (90) days of a request by the Applicant, or their successor in interest, for a refund if a refund is required under Idaho Code § 67-8211. The refund must include interest as provided in Idaho Code § 67-8211(3).

14.14.120: KCEMSS ACCOUNTING FOR IMPACT FEES:

- A. Trust Account. Prior to the City transferring Impact Fees to KCEMSS, KCEMSS must establish a trust account, meeting the requirements of Idaho Code § 67-8210(1). Upon confirmation that KCEMSS has established the necessary trust account, the City will begin remitting Impact Fees to KCEMSS. KCEMSS must maintain an impact fee trust account while the City is collecting impact fees on its behalf.
- B. Expenditures. All expenditures of Impact Fees by KCEMSS must be in accordance with Idaho Code § 67-8210.
- C. Annual Capital Budget. KCEMSS must annually adopt a capital budget.
- D. Review and Modification of Capital Improvement Plans. KCEMSS will update and revise its Capital Improvement Plan as required by Idaho Code § 67-8208(2).
- E. Audit. KCEMSS must, as part of its annual audit process, prepare an annual report meeting the requirements of Idaho Code § 67-8210(3). A copy of the report must be provided to the City.

14.14.130: APPEALS; PROTESTS; MEDIATION:

- A. Filing an Appeal. Any Applicant that is required to pay a KCEMSS Impact Fee, or who claims a right to receive a refund, reimbursement, exemption, or credit under this Chapter, and who is dissatisfied with a decision made either by the City or by KCEMSS, may appeal such decision by filing a written notice of appeal with KCEMSS within thirty (30) days after the date of the relevant decision, or the date on which the Applicant submitted a payment of the KCEMSS Impact Fee under protest, whichever is later. The appeal request must include a statement describing why the Applicant believes that the appealed decision was in error, together with copies of any documents that the Applicant believes support the claim. A copy of the appeal must also be provided to the City at the time of filing the appeal.
- B. Evaluation of Appeal. The Board must hear the appeal at a properly noticed hearing of the Board within sixty (60) days after receipt of a written notice of appeal. The Applicant may attend and present evidence relevant to the appeal. The City and KCEMSS may also attend and present evidence. The Applicant has the burden of establishing that the decision was in error. The criteria to be used by the Board in considering the appeal shall be:
1. Whether the decision or interpretation made by the City or KCEMSS, or the alternative decision or interpretation offered by the Applicant, more accurately reflects the intent of this Chapter that new Development in the City pay its proportionate share of the costs of System Improvements to KCEMSS facilities; and
 2. Whether this Chapter has been correctly applied.

The Board must issue a decision upholding, reversing, or modifying the decision being appealed within thirty (30) days after hearing the appeal. The decision of the Board is the final decision on the matter and the City will be bound by the decision regarding the amount of impact fees to be paid.

- C. Mediation. The Applicant and KCEMSS may elect to mediate any disagreement related to the payment of KCEMSS Impact Fees by a qualified independent mediator. The mediation may take place at any time during the appeal process and the costs will be split equally between the Applicant and KCEMSS. The City may participate in the mediation and will be bound by any agreement reached at mediation regarding the amount of impact fees to be paid.

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

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

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

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

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on June 6, 2023.

APPROVED, ADOPTED and SIGNED this 6th day of June, 2023.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Adding new Chapter 14.14 to the Coeur d'Alene Municipal Code

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF TITLE 14 OF THE COEUR D'ALENE MUNICIPAL CODE WITH THE ADDITION OF A NEW CHAPTER, 14.14, ENTITLED "KOOTENAI COUNTY EMERGENCY MEDICAL SERVICE SYSTEM DEVELOPMENT IMPACT FEES"; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THE ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF. 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. _____, adding new Chapter 14.14 to the Coeur d’Alene Municipal Code, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 6th day of June, 2023.

Randall R. Adams, City Attorney

RESOLUTION NO. 23-044

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ADOPTING THE CAPITAL IMPROVEMENTS PLAN PREPARED AND ADOPTED BY KOOTENAI COUNTY EMERGENCY MEDICAL SERVICES SYSTEM (KCEMSS), AND APPROVING AN INTERGOVERNMENTAL AGREEMENT AND JOINT POWERS AGREEMENT WITH KCEMSS FOR THE COLLECTION AND EXPENDITURE OF DEVELOPMENT IMPACT FEES FOR EMS SYSTEM IMPROVEMENTS.

WHEREAS, the Planning and Zoning Commission, in its role as the Development Impact Fee Advisory Committee of the City of Coeur d'Alene, conducted a hearing on February 14, 2023; and

WHEREAS, at said hearing, KCEMSS requested a recommendation from the Planning and Zoning Commission to the City Council to adopt KCEMSS's Capital Improvements Plan; and

WHEREAS, the Planning and Zoning Commission also recommended that the City Council enter into an Intergovernmental Agreement and Joint Powers Agreement with KCEMSS for the collection and expenditure of development impact fees for EMS system improvements; and

WHEREAS, the Planning and Zoning Commission voted unanimously to recommend to the City Council that it should adopt the KCEMSS Capital Improvements Plan and enter into the Intergovernmental Agreement; and

WHEREAS, it is deemed to be in the best interests of the city of Coeur d'Alene and the citizens thereof to adopt the KCEMSS Capital Improvements Plan and enter into the Intergovernmental Agreement and Joint Powers Agreement.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City adopts the KCEMSS Capital Improvements Plan as referenced above, and attached hereto as Exhibit "1" and incorporated herein by reference.

BE IT FURTHER RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into the Intergovernmental Agreement and Joint Powers Agreement as referenced above, and attached hereto as Exhibit "2" and incorporated herein by reference.

DATED this 6th day of June, 2023.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

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

_____ was absent. Motion _____.

FINAL REPORT – October 11, 2021

Kootenai County Emergency Medical
Services System
Impact Fee Study and
Capital Improvement Plan

Prepared By

Galena Consulting
Anne Wescott
1214 South Johnson
Boise, Idaho 83705



Section I.

Introduction

This report regarding impact fees for the Kootenai County Emergency Medical Services System (KCEMSS, or the “District”) is organized into the following sections:

- An overview of the report’s background and objectives;
- A definition of impact fees and a discussion of their appropriate use;
- An overview of land use and demographics;
- A step-by-step calculation of impact fees under the Capital Improvement Plan (CIP) approach;
- A list of implementation recommendations; and
- A brief summary of conclusions.

Background and Objectives

The Kootenai County Emergency Medical Services System hired Galena Consulting to calculate impact fees.

This document presents impact fees based on the District’s demographic data and infrastructure costs before credit adjustment; calculates the District’s monetary participation; examines the likely cash flow produced by the recommended fee amount; and outlines specific fee implementation recommendations. Credits can be granted on a case-by-case basis; these credits are assessed when each individual building permit is pulled.

Definition of Impact Fees

Impact fees are one-time assessments established by local governments to assist with the provision of Capital Improvements necessitated by new growth and development. Impact fees are governed by principles established in Title 67, Chapter 82, Idaho Code, known as the Idaho Development Impact Fee Act (Impact Fee Act). The Idaho Code defines an impact fee as “... a payment of money imposed as a condition of development approval to pay for a proportionate share of the cost of system improvements needed to serve development.”¹

Purpose of impact fees. The Impact Fee Act includes the legislative finding that “... an equitable program for planning and financing public facilities needed to serve new growth and development is necessary in order to promote and accommodate orderly growth and development and to protect the public health, safety and general welfare of the citizens of the state of Idaho.”²

Idaho fee restrictions and requirements. The Impact Fee Act places numerous restrictions on the calculation and use of impact fees, all of which help ensure that local governments adopt impact fees that are consistent with federal law.³ Some of those restrictions include:

- Impact fees shall not be used for any purpose other than to defray system improvement costs incurred to provide additional public facilities to serve new growth;⁴
- Impact fees must be expended within 8 years from the date they are collected. Fees may be held in certain circumstances beyond the 8-year time limit if the governmental entity can provide reasonable cause;⁵
- Impact fees must not exceed the proportionate share of the cost of capital improvements needed to serve new growth and development;⁶
- Impact fees must be maintained in one or more interest-bearing accounts within the capital projects fund.⁷

In addition, the Impact Fee Act requires the following:

- Establishment of and consultation with a development impact fee advisory committee (Advisory Committee);⁸
- Identification of all existing public facilities;
- Determination of a standardized measure (or service unit) of consumption of public facilities;
- Identification of the current level of service that existing public facilities provide;
- Identification of the deficiencies in the existing public facilities;
- Forecast of residential and nonresidential growth;⁹
- Identification of the growth-related portion of the District's Capital Improvement Plan;¹⁰
- Analysis of cash flow stemming from impact fees and other capital improvement funding sources;¹¹
- Implementation of recommendations such as impact fee credits, how impact fee revenues should be accounted for, and how the impact fees should be updated over time;¹²
- Preparation and adoption of a Capital Improvement Plan pursuant to state law and public hearings regarding the same;¹³ and
- Preparation and adoption of a resolution authorizing impact fees pursuant to state law and public hearings regarding the same.¹⁴

How should fees be calculated? State law requires the District to implement the Capital Improvement Plan methodology to calculate impact fees. The District can implement fees of any amount not to exceed the fees as calculated by the CIP approach. This methodology requires the District to describe its service areas, forecast the land uses, densities and population that are expected to occur in those service areas over the 10-year CIP time horizon, and identify the capital improvements that will be needed to serve the forecasted growth at the planned levels of service, assuming the planned levels of service do not exceed the current levels of service.¹⁵ Only those items identified as growth-related on the CIP are eligible to be funded by impact fees.

The governmental entity intending to adopt an impact fee must first prepare a capital improvements plan.¹⁷ Once the essential capital planning has taken place, impact fees can be calculated. The Impact Fee Act places many restrictions on the way impact fees are calculated and spent, particularly via the principal that local governments cannot charge new development more than a “proportionate share” of the cost of public facilities to serve that new growth. “Proportionate share” is defined as “. . . that portion of the cost of system improvements . . . which reasonably relates to the service demands and needs of the project.”¹⁹ Practically, this concept requires the District to carefully project future growth and estimate capital improvement costs so that it prepares reasonable and defensible impact fee schedules.

The proportionate share concept is designed to ensure that impact fees are calculated by measuring the needs created for capital improvements by development being charged the impact fee; do not exceed the cost of such improvements; and are “earmarked” to fund growth-related capital improvements to benefit those that pay the impact fees.

There are various approaches to calculating impact fees and to crediting new development for past and future contributions made toward system improvements. The Impact Fee Act does not specify a single type of fee calculation, but it does specify that the formula be “reasonable and fair.” Impact fees should take into account the following:

- Any appropriate credit, offset or contribution of money, dedication of land, or construction of system improvements;
- Payments reasonably anticipated to be made by or as a result of a new development in the form of user fees and debt service payments;
- That portion of general tax and other revenues allocated by the District to growth-related system improvements; and
- All other available sources of funding such system improvements.²⁰

Through data analysis and interviews with the District and Galena Consulting identified the share of each capital improvement needed to serve growth. The total projected capital improvements needed to serve growth are then allocated to residential and nonresidential development with the resulting amounts divided by the appropriate growth projections from 2021 to 2030. This is consistent with the Impact Fee Act.²¹ Among the advantages of the CIP approach is its establishment of a spending plan to give developers and new residents more certainty about the use of the particular impact fee revenues.

Other fee calculation considerations. The basic CIP methodology used in the fee calculations is presented above. However, implementing this methodology requires a number of decisions. The considerations accounted for in the fee calculations include the following:

- Allocation of costs is made using a service unit which is “a standard measure of consumption, use, generation or discharge attributable to an individual unit²² of development calculated in accordance with generally accepted engineering or planning standards for a particular category of capital improvement.”²³ The service units chosen by the study team for every fee calculation in this study are linked directly to residential dwelling units and nonresidential development square feet.²⁴
- A second consideration involves refinement of cost allocations to different land uses. According to Idaho Code, the CIP must include a “conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial, agricultural and industrial.”²⁵ In this analysis, the study team has chosen to use the highest level of detail supportable by available data and, as a result, in this study, the fee is allocated between aggregated residential (i.e., all forms of residential housing) and nonresidential development (all nonresidential uses including retail, office, agricultural and industrial).

Current Assets and Capital Improvement Plans

The CIP approach estimates future capital improvement investments required to serve growth over a fixed period of time. The Impact Fee Act calls for the CIP to “. . . project demand for system improvements required by new service units . . . over a reasonable period of time not to exceed 20 years.”²⁶ The impact fee study team recommends a 10-year time period based on the District’s best available capital planning data.

The types of costs eligible for inclusion in this calculation include any land purchases, construction of new facilities and expansion of existing facilities to serve growth over the next 10 years at planned and/or adopted service levels.²⁷ Equipment and vehicles with a useful life of 10 years or more are also impact fee eligible under the Impact Fee Act.²⁸ The total cost of improvements over the 10 years is referred to as the “CIP Value” throughout this report. The cost of this impact fee study is also impact fee eligible for all impact fee categories.

The forward-looking 10-year CIP for the District includes some facilities that are only partially necessitated by growth (e.g., facility expansion). The study team met with the District to determine a defensible metric for including a portion of these facilities in the impact fee calculations. A general methodology used to determine this metric is discussed below. In some cases, a more specific metric was used to identify the growth-related portion of such improvements. In these cases, notations were made in the applicable section.

Fee Calculation

In accordance with the CIP approach described above, we calculated fees for each department by answering the following seven questions:

1. **Who is currently served by the District?** This includes the number of residents as well as residential and nonresidential land uses.
2. **What is the current level of service provided by the District?** Since an important purpose of impact fees is to help the District achieve its planned level of service²⁹, it is necessary to know the levels of service it is currently providing to the community.
3. **What current assets allow the District to provide this level of service?** This provides a current inventory of assets used by the District, such as facilities, land and equipment. In addition, each asset's replacement value was calculated and summed to determine the total value of the District's current assets.
4. **What is the current investment per residential and nonresidential land use?** In other words, how much of the District's current assets' total value is needed to serve current residential households and nonresidential square feet?
5. **What future growth is expected in the District?** How many new residential households and nonresidential square footage will the District serve over the CIP period?
6. **What new infrastructure is required to serve future growth?** For example, how many ambulances will be needed by the Kootenai County Emergency Medical Services System within the next ten years to achieve the planned level of service of the District?³⁰
7. **What impact fee is required to pay for the new infrastructure?** We calculated an apportionment of new infrastructure costs to future residential and nonresidential land- uses for the District. Then, using this distribution, the impact fees were determined.

Addressing these seven questions, in order, provides the most effective and logical way to calculate impact fees for the District. In addition, these seven steps satisfy and follow the regulations set forth earlier in this section.

Exhibits found in Section III of this report detail all capital improvements planned for purchase over the next ten years by the District.

¹ See Section 67-8203(9), Idaho Code. "System improvements" are capital improvements (i.e., improvements with a useful life of 10 years or more) that, in addition to a long life, increase the service capacity of a public facility. Public facilities include fire, emergency medical and rescue facilities. See Sections 67-8203(3), (24) and (28), Idaho Code.

² See Section 67-8202, Idaho Code.

³ As explained further in this study, proportionality is the foundation of a defensible impact fee. To meet substantive due process requirements, an impact fee must provide a rational relationship (or nexus) between the impact fee assessed against new development and the actual need for additional capital improvements. An impact fee must substantially advance legitimate local government interests. This relationship must be of "rough proportionality." Adequate consideration of the factors outlined in Section 67-8207(2) ensure that rough proportionality is reached. See *Banbury Development Corp. v. South Jordan*, 631 P.2d 899 (1981); *Dollan v. District of Tigard*, 512 U.S. 374 (1994).

⁴

4 *See* Sections 67-8202(4) and 67-8203(29), Idaho Code.

5 *See* Section 67-8210(4), Idaho Code.

6 *See* Sections 67-8204(1) and 67-8207, Idaho Code.

7 *See* Section 67-8210(1), Idaho Code

8 *See* Section 67-8205, Idaho Code.

9 *See* Section 67-8206(2), Idaho Code.

10 *See* Section 67-8208, Idaho Code.

11 *See* Section 67-8207, Idaho Code.

12 *See* Sections 67-8209 and 67-8210, Idaho Code.

13 *See* Section 67-8208, Idaho Code.

14 *See* Sections 67-8204 and 67-8206, Idaho Code.

15 As a comparison and benchmark for the impact fees calculated under the Capital Improvement Plan approach, Galena Consulting also calculated the District's current level of service by quantifying the District's current investment in capital improvements, allocating a portion of these assets to residential and nonresidential development, and dividing the resulting amount by current housing units (residential fees) or current square footage (nonresidential fees). By using current assets to denote the current service standard, this methodology guards against using fees to correct existing deficiencies.

17 *See* Section 67-8208, Idaho Code.

19 *See* Section 67-8203(23), Idaho Code.

20 *See* Section 67-8207, Idaho Code.

21 The impact fee that can be charged to each service unit (in this study, residential dwelling units and nonresidential square feet) cannot exceed the amount determined by dividing the cost of capital improvements attributable to new development (in order to provide an adopted service level) by the total number of service units attributable to new development. *See* Sections 67-8204(16), 67-8208(1(f) and 67-8208(1)(g), Idaho Code.

22 *See* Section 67-8203(27), Idaho Code.

23 *See* Section 67-8203(27), Idaho Code.

24 The construction of detached garages alongside residential units does not typically trigger the payment of additional impact fees unless that structure will be the site of a home-based business with significant outside employment.

25 *See* Section 67-8208(1)(e), Idaho Code.

26 *See* Section 67-8208(1)(h).

27 This assumes the planned levels of service do not exceed the current levels of service.

28 The Impact Fee Act allows a broad range of improvements to be considered as "capital" improvements, so long as the improvements have useful life of at least 10 years and also increase the service capacity of public facilities. *See* Sections 67- 8203(28) and 50-1703, Idaho Code.

29 This assumes that the planned level of service does not exceed the current level of service.

30 This assumes the planned level of service does not exceed the current level of service.

Section II. Land Uses

As noted in Section I, it is necessary to allocate capital improvement plan (CIP) costs to both residential and nonresidential development when calculating impact fees. The study team performed this allocation based on the number of projected new households and nonresidential square footage projected to be added from 2021 through 2031 for the District. These projections were based on the most recent growth estimates from Kootenai County; regional real estate market reports; Census data; Idaho Department of Labor reports and recommendations from District Staff and the Impact Fee Advisory Committee.

Demographic and land-use projections are some of the most variable and potentially debatable components of an impact fee study, and in all likelihood the projections used in our study will not prove to be 100 percent correct. The purpose of the Advisory Committee's annual review is to account for these inconsistencies. As each CIP is tied to the District's land use growth, the CIP and resulting fees can be revised based on actual growth as it occurs.

The District serves the population Kootenai County except for the City of Harrison who use their own EMS system. The following Exhibit II-1 presents the current and estimated future population for the District.

**Exhibit II-1.
Current and Future Population within the boundaries of the Kootenai County Emergency
Medical Services System**

	2021	2031	Net Growth	10 year Growth Rate
Population	174,014	243,619	69,605	40.0%

The District currently has approximately 174,014 persons residing within its service boundary. Current and future population estimates were derived by comparing 2010-2020 Census data to current population estimates from Kootenai County, as well as parcel data from the Kootenai County Assessor, recent permit activity and the number of permits recently approved for future residential and non-residential construction. More residential projects are being approved within the District than before, including multi-family developments, increasing the capacity for population growth in the future. Non-residential growth was calculated using a formula of number of square feet per residential unit based on regional trends.

Over the next ten years, it is estimated the District will grow by approximately 69,605 people, or at a 10-year growth rate of 40 percent. Based on this population, the following Exhibit II-2 presents the current and future number of residential units and nonresidential square feet for the District.

Exhibit II-2.
Current and Future Land Uses, Kootenai County Emergency Medical Services System

	2021	2031	Net Growth	Net Growth in Square Feet ⁽¹⁾	Percent of Growth in SF
Population	174,014	243,619	69,605		
Residential (in units)	76,658	107,321	30,663	61,326,400	93%
Nonresidential (in square feet)	11,498,700	16,098,180	4,599,480	4,599,480	7%
			Total Square Footage Growth =	65,925,880	100%

As shown above, the Kootenai County Emergency Medical Services System is expected to grow by approximately 30,663 residential units and 4.6 million nonresidential square feet over the next ten years. Ninety-three percent of this growth is attributable to residential land uses, while the remaining seven percent is attributable to nonresidential growth. These growth projections will be used in the following sections to calculate the appropriate impact fees for the District.

Section III. Impact Fee Calculation

In this section, we calculate impact fees for the Kootenai County Emergency Medical Services System according to the seven -question method outlined in Section I of this report.

1. Who is currently served by the Kootenai County Emergency Medical Services System?

As shown in Exhibit II-2, the District currently serves 76,658 residential units and approximately 11.5 million square feet of nonresidential land use.

2. What is the current level of service provided by the Kootenai County Emergency Medical Services System?

The Kootenai County Emergency Medical Services System provides a level of service of a 90 percent fractile response time of seven minutes and 57 seconds. Response times are faster within cities where an ambulance is housed and can be longer for other parts of the unincorporated County. As the population of the District grows, additional infrastructure and equipment will be needed to sustain this level of service. Based on conversations with District staff, it is our understanding that the planned level of service is equal to the current level of service.

3. What current assets allow the Kootenai County Emergency Medical Services System to provide this level of service?

The following Exhibit III-1 displays the current assets of the Kootenai County Emergency Medical Services System.

Exhibit III-1.
 Current Assets – Kootenai County Emergency Medical Services System

Type of Capital Infrastructure	Square Feet	Acres	Replacement Value
Facilities			
Administration Building	10,000	5	\$ 4,125,000
Administration Shop	4,920		\$ 1,968,000
Apparatus/Vehicles			
15 Ambulances - Horton			\$ 5,465,050
3 Chief Response Vehicles			\$ 225,000
Towing Response Vehicle			\$ 75,000
Mass Casualty Freight Liner Truck			\$ 200,000
Kawasaki Mule ATV			\$ 30,000
Equipment			
CFP-15 Oxygen Generator			\$ 35,000
MOGS-100 Oxygen Generator			\$ 75,000
CAT Forklift			\$ 15,000
Bariatric Gurney			\$ 10,000
2 MCI Mini Trailer			\$ 40,000
MCI Enclosed Trailer			\$ 2,500
27 Zoll X Series Monitors			\$ 1,053,000
3 AeroClave Decontamination Systems			\$ 49,500
CCT LTV1200 Vent			\$ 4,500
CCT Hamilton Ventilator			\$ 26,000
MDTs for all vehicles			\$ 3,400
200 D Oxygen Cylinders			\$ 12,000
7 Autopulse Resuscitation Systems			\$ 105,000
			\$ 13,518,950
Plus Impact Fee Study			\$ 8,000
TOTAL CURRENT INVESTMENT			\$ 13,526,950

As shown above, the District currently owns approximately \$13.5 million of eligible current assets. These assets are used to provide the District’s current level of service.

4. What is the current investment per residential unit and nonresidential square foot?

The Kootenai County Emergency Medical Services System has already invested \$164 per existing residential unit and \$0.08 per existing nonresidential square foot in the capital necessary to provide the current level of service. This figure is derived by allocating the value of the District’s current assets among the current number of residential units and nonresidential square feet.

We will compare our final impact fee calculations with these figures to determine if the two results will be similar; this represents a “check” to see if future District residents will be paying for infrastructure at a level commensurate with what existing District residents have invested in infrastructure.

5. What future growth is expected in the Kootenai County Emergency Medical Services System?

As shown in Exhibit II-2, the Kootenai County Emergency Medical Services System is expected to grow by approximately 30,663 residential units and 4.6 million square feet of nonresidential land use over the next ten years.

6. What new infrastructure is required to serve future growth?

The following Exhibit III-2 displays the capital improvements planned for purchase by the Kootenai County Emergency Medical Services System over the next ten years.

Exhibit III-2.

Kootenai County Emergency Medical Services System CIP 2021 to 2031

Type of Capital Infrastructure	Square Feet	CIP Value	Growth Portion	Amount to Include in Fees	Amount from Other Sources
Facilities					
Admin Building Expansion - Supply Dispensary/Security/Additional Office	1,000	\$ 442,000	100%	\$ 442,000	\$ -
Additional Shop for Vehicle Storage and Maintenance	10,000	\$ 4,000,000	25%	\$ 1,000,000	\$ 3,000,000
Apparatus/Vehicles					
5 Additional Ambulances for Growth		\$ 1,821,683	100%	\$ 1,821,683	\$ -
Additional Critical Care Amulance for Growth		\$ 450,000	100%	\$ 450,000	\$ -
Additional Reponse Vehicle for Growth		\$ 86,400	100%	\$ 86,400	\$ -
Replace 3 Command Reponse Vehicles		\$ 225,000	0%	\$ -	\$ 225,000
Replace Towing Reponse Vehicle		\$ 75,000	0%	\$ -	\$ 75,000
Replace 15 Ambulances		\$ 5,465,050	0%	\$ -	\$ 5,465,050
Equipment					
New Oxygen Generator for growth		\$ 100,000	100%	\$ 100,000	\$ -
New Drug & Supply Dispensary Equipment		\$ 300,000	100%	\$ 300,000	\$ -
New Bariatric Gurney for Growth		\$ 12,000	100%	\$ 12,000	\$ -
3 New AeroClave Decontamination Systems for Growth		\$ 54,000	100%	\$ 54,000	\$ -
New Monitor Diagnostic Computer for Growth		\$ 15,000	100%	\$ 15,000	\$ -
CCT Ventilator for Growth		\$ 30,000	100%	\$ 30,000	\$ -
3 New Video Larynoscopy for growth		\$ 6,600	100%	\$ 6,600	\$ -
Mini Mass Casualty Trailer for Growth		\$ 25,000	100%	\$ 25,000	\$ -
Replace Oxygen Generator		\$ 100,000	0%	\$ -	\$ 100,000
Replace 27 Cardiac Monitors		\$ 1,053,000	0%	\$ -	\$ 1,053,000
	SUBTOTAL	\$ 14,260,733		\$ 4,342,683	\$ 9,918,050
Plus Cost of Capital-Related Research					
Impact Fee Study		\$ 8,000	100%	\$ 8,000	\$ -
	TOTAL	\$ 14,268,733		\$ 4,350,683	\$ 9,918,050

As shown above, the District plans to purchase approximately \$14.3 million in capital improvements over the next ten years, \$4.35 million of which is impact fee eligible. These new assets will allow the District needs to continue its current level of service as the community grows.

The primary impact fee eligible expenditures include the expansion of the administration building to provide a dispensary for controlled substances and other medical supplies adjacent to the KCEMSS administration building to allow personnel to resupply ambulances closer to their station instead of traveling to the hospital as is current practice; and 5 additional ambulances to respond to increased demand in calls from growth. 100%, or \$442,000 of the cost to expand the administration building for the dispensary is necessitated by growth. An additional shop for storage and maintenance is also needed to service additional growth-related vehicles and keep existing vehicles maintained. 25%, or \$1,000,000 of the cost of the fleet maintenance facility is impact fee eligible. Because the shop will mostly serve existing vehicles and not solely the new vehicles, the remaining 75% or \$3,000,000 of the cost must be funded by other revenue sources, including property taxes. The remaining impact fee eligible items are additional vehicles and equipment to serve growth. 100% of the cost of these improvements are impact fee eligible.

The remaining \$6,918,050 (\$9,918,050 minus \$3,000,000 in partially growth-related improvements) is the price for the District to replace existing apparatus, vehicles and other equipment. Replacement of existing capital is not eligible for inclusion in the impact fee calculations. The District will therefore have to use other sources of revenue including all of

those listed in Idaho Code 67- 8207(iv)(2)(h). The District has identified property tax revenue or grants as the source for funding non growth-related capital improvements, and will replace its apparatus and equipment as they reach their industry life span throughout the 10-year period.

7. What impact fee is required to pay for the new capital improvements?

The following Exhibit III-3 takes the projected future growth from Exhibits II-2 and the growth-related CIP from Exhibit III-2 to calculate impact fees for the Kootenai County Emergency Medical Services System.

Exhibit III-3.
Impact Fee Calculation, Kootenai County Emergency Medical Services System

Impact Fee Calculation	
Amount to Include in Fee Calculation	\$4,350,683
Distribution of Future Land Use Growth	
Residential	93%
Nonresidential	7%
Future Assets by Land Use	
Residential	\$ 4,047,147
Nonresidential	\$ 303,536
Future Land Use Growth	
Residential	30,663
Nonresidential	4,599,480
Impact Fee per Unit	
Residential	\$ 132
Nonresidential	\$ 0.07

As shown above, we have calculated impact fees for the Kootenai County Emergency Medical Services System at \$132 per residential unit and \$0.07 per nonresidential square foot. In comparison, as indicated in question #4 above, property taxpayers within the District have already invested \$164 per residential unit and \$0.08 per nonresidential square foot in the capital inventory necessary to provide today’s level of service. The difference between the current investment and the impact fee per unit indicates current taxpayers have already built in some capacity for future development.

The District cannot assess fees greater than the amounts shown above. The District may assess fees lower than these amounts, but would then experience a decline in service levels unless the District used other revenues to make up the difference.

Section IV.

Fee Analysis and Administrative Recommendations

Some communities express concern that impact fees will stifle growth. Empirical data indicates impact fees are not a primary reason for a decision to build or not build in a particular area. Factors including the price of land and construction, market demand, the availability of skilled workers, access to major transportation modes, amenities for quality of life, etc. all weigh more heavily in decisions to construct new homes or businesses, as well for business relocation. Ultimately the impact fee, which is paid at the time of building permit, is passed along to the buyer in the purchase price or wrapped into a lease rate. Therefore, in a market with a high demand for development, an impact fee higher than other jurisdictions is unlikely to slow growth.

An impact fee program will enable the District to plan for growth without decreasing its service levels (response time), which can decrease buyer satisfaction and cause property insurance premiums to increase. It will also allow the District to collect a proportionate share of the cost of capital improvements from growth instead of funding all future capital through property taxes assessed to existing residents and businesses.

As the District evaluates whether or not to adopt the Capital Improvement Plan and impact fee presented in this report, we also offer the following information regarding District participation in funding, and implementation recommendations for your consideration.

Implementation Recommendations

The following implementation recommendations should be considered:

Intergovernmental Agreements. The Kootenai County Emergency Medical Services System is enabled under Idaho Code as a governmental entity to adopt impact fees. However, because impact fees are paid upon building permit, and the District does not participate in this process, it needs another governmental entity to collect these fees on its behalf. Idaho Code 67-8204(a) authorizes the District to enter into an intergovernmental agreement with a city and/or county which can collect fees on their behalf. In the case of this District, which serves all incorporated cities and the unincorporated county, intergovernmental agreements will have to be developed and adopted by each of these corresponding bodies.

In the case that any one of these jurisdictions chooses not to collect the fees on the District's behalf, inequities will result. Developers will have to pay an impact fee in one part of the District but not another, and the growth in the non-participating jurisdictions will essentially be subsidized by the growth in the participating region. Should this occur, it is recommended that the fee calculation be revised to more accurately reflect demand from the participating jurisdictions. Alternatively, jurisdictions not wishing to collect impact fees on behalf of the District may be encouraged to include the payment of the fee amount in their development agreements to be paid directly to the District.

Capital Improvements Plan. Should the Advisory Committee recommend this study to the District Commission and should the Commission adopt the study, the District should also formally adopt this Capital Improvement Plan. While not subject to the procedures of the Local Land Use Planning Act (LLUPA), the adoption of the Capital Improvement Plan would comply with the Act's requirements of other governmental entities to adopt capital improvement plans into a Comprehensive Plan as part of the adoption of impact fees.

Each participating jurisdiction will need to also adopt the Capital Improvement Plan into their Comprehensive Plan via amendment.

Impact Fee Ordinance. Following adoption of the Capital Improvement Plan, the Commission should review the proposed Impact Fee Ordinance for adoption via resolution as reviewed and recommended by the Advisory Committee and legal counsel. Each participating jurisdiction will also need to adopt the impact fee ordinance.

Advisory Committee. The Advisory Committee is in a unique position to work with and advise Commission and District staff to ensure that the capital improvement plans and impact fees are routinely reviewed and modified as appropriate.

Impact fee service area. Some municipalities have fee differentials for various zones under the assumption that some areas utilize more or less current and future capital improvements. The study team, however, does not recommend the District assess different fees by dividing the areas into zones. The capital improvements identified in this report inherently serve a system-wide function.

Specialized assessments. If permit applicants are concerned they would be paying more than their fair share of future infrastructure purchases, the applicant can request an individualized assessment to ensure they will only be paying their proportional share. The applicant would be required to prepare and pay for all costs related to such an assessment.

Donations. If the District receives donations for capital improvements listed on the CIP, they must account for the donation in one of two ways. If the donation is for a non- or partially growth-related improvement, the donation can contribute to the District's General Fund participation along with more traditional forms, such as revenue transfers from the General Fund. If, however, the donation is for a growth-related project in the CIP, the donor's impact fees should be reduced dollar for dollar. This means that the District will either credit the donor or reimburse the donor for that portion of the impact fee.

Credit/reimbursement. If a developer constructs or contributes all or part of a growth-related project that would otherwise be financed with impact fees, that developer must receive a credit against the fees owed for this category or, at the developer's choice, be reimbursed from impact fees collected in the future.³⁷ This prevents "double dipping" by the District.

The presumption would be that builders/developers owe the entirety of the impact fee amount until they make the District aware of the construction or contribution. If credit or reimbursement is due, the governmental entity must enter into an agreement with the fee payer that specifies the amount of the credit or the amount, time and form of reimbursement.³⁸

Impact fee accounting. The District should maintain Impact Fee Funds separate and apart from the General Fund. All current and future impact fee revenue should be immediately deposited into this account and withdrawn only to pay for growth-related capital improvements of the same category. General Funds should be reserved solely for the receipt of tax revenues, grants, user fees and associated interest earnings, and ongoing operational expenses including the repair and replacement of existing capital improvements not related to growth.

Spending policy. The District should establish and adhere to a policy governing their expenditure of monies from the Impact Fee Fund. The Fund should be prohibited from paying for any operational expenses and the repair and replacement or upgrade of existing infrastructure not necessitated by growth. In cases when *growth-related capital improvements are constructed*, impact fees are an allowable revenue source as long as only new growth is served. In cases when

new capital improvements are expected *to partially replace existing capacity and to partially serve new growth*, cost sharing between the General Fund or other sources of revenue listed in Idaho Code 67-8207(1)(iv), (2)(h) and Impact Fee Fund should be allowed on a pro rata basis.

Update procedures. The District is expected to grow rapidly over the 10-year span of the CIPs. Therefore, the fees calculated in this study should be updated annually if the District invests in additional infrastructure beyond what is listed in this report, and/or as the District's projected development changes significantly. Fees can be updated on an annual basis using an inflation factor for building material from a reputable source such as McGraw Hill's Engineering News Record. As described in Idaho Code 67-8205(3)(c)(d)(e), the Advisory Committee will play an important role in these updates and reviews.

³⁷ See Section 67-8209(3), Idaho Code.

³⁸ See Section 67-8209(4), Idaho Code

**INTERGOVERNMENTAL AGREEMENT AND JOINT POWERS AGREEMENT
FOR THE COLLECTION AND EXPENDITURE OF
DEVELOPMENT IMPACT FEES FOR EMS SYSTEM IMPROVEMENTS**

[Pursuant to Idaho Code §§ 67-8204A and 67-2328]

Parties to the Agreement:

City of Coeur d'Alene	"City"	710 E. Mullan Rd. Coeur d'Alene, ID 83814
Kootenai County Emergency Medical Services System	"KCEMSS"	4381 W. Seltice Way Coeur d'Alene, ID 83814

THIS AGREEMENT is made effective as of the date of last signature below by and between the Parties as herein defined.

NOW THEREFORE, in consideration of the mutual covenants and promises herein set forth, and for other good and valuable consideration hereby acknowledged by the City and KCEMSS (hereinafter referred to jointly as the "Parties") as having been received, the Parties hereby mutually promise, covenant, and agree as follows:

**SECTION 1
DEFINITIONS**

For all purposes of this Agreement, the following terms have the definitions as herein provided in this Section unless the context of the term clearly requires otherwise:

- 1.1 Agreement:** Means and refers to this *Intergovernmental Agreement and Joint Powers Agreement for the Collection and Expenditure of Development Impact Fees for EMS District Systems Improvements*, entered into by and between the Parties pursuant to Idaho Code § 67-8204A and Title 14, Coeur d'Alene Municipal Code, and which may be referred to and cited as the "Coeur d'Alene/KCEMSS Impact Fee Agreement."
- 1.2 Capital Improvements Plan:** Means and refers to the most recent Impact Fee Study and Capital Improvements Plan, adopted by KCEMSS pursuant to the Idaho Development Impact Fee Act, Chapter 82, Title 67, Idaho Code.
- 1.3 Capital Projects Fund:** Means and refers to KCEMSS's capital projects fund as established by The Joint Powers Board by policy in compliance with Idaho Code § 67-8210(1), which shall include any of one or more interest bearing accounts into which EMS Impact Fees shall be deposited and maintained by KCEMSS.

- 1.4 Costs:** Means and refers to the expense, inclusive of attorney fees, publication costs, expert and/or consultant fees, directly related to the performance of a covenant of this Agreement.
- 1.5 City:** Means and refers to the City of Coeur d’Alene, Idaho, a party to this Agreement.
- 1.6 KCEMSS:** Means and refers to the Kootenai County Emergency Medical Services System, a party to this Agreement.
- 1.7 Advisory Committee:** Means and refers to a Development Impact Fee Advisory Committee formed pursuant to Idaho Code § 67-8205 to prepare and recommend the Capital Improvements Plan and any amendments, revisions or updates of the same.
- 1.8 Ordinance:** Means and refers to the City of Coeur d’Alene Development Impact Fee Ordinance, codified at Title 14, Coeur d’Alene Municipal Code, together with any amendments thereto approved subsequent to the date of this Agreement.
- 1.9 Party/Parties:** Means and refers to the City and/or KCEMSS.
- 1.10 Service Area:** Means and refers to that certain area as a defined in the Act at Idaho Code § 67-8203(26) being all that geographic area within the city limits of the City, including any areas annexed thereto subsequent to the date of this Agreement. For purposes of this Agreement, there shall be one Service Area encompassing the city limits of the City in its entirety, including all subsequently annexed areas.
- 1.11 System Improvements:** Means and refers to capital improvements to public facilities identified in the Capital Improvements Plan designed to provide service to a service area as defined in the Act at Idaho Code § 67-8203(28).
- 1.12 All other definitions:** All other definitions of this Agreement are set forth in §§ 14.01.020 and 14.14.030 of the Ordinance, and Idaho Code § 67-8203, and are herein included as separate definitions as if the same are set forth herein.

SECTION 2 RECITALS

The Parties recite and declare:

- 2.1** The Purpose of this Agreement is to facilitate the intent and purpose of the Capital Improvements Plan and the Ordinance, to promote and accommodate orderly growth and development, protect the public health, safety, and general welfare of the residents within the boundaries of KCEMSS, and to further the best interest of the Parties; and
- 2.2** Idaho Code § 67-2328 authorizes public agencies in Idaho to jointly exercise any power, privilege, or authority authorized by the Idaho Constitution, statute, or charter. The Parties, each being a public agency, hereby agree to exercise jointly their respective powers,

privileges, and authorities to accomplish the collection and expenditure of development impact fees in accordance with Title 67, Chapter 82, Idaho Code; and

- 2.3** The City is a governmental entity as defined in Idaho Code § 67-8203(14) and, as provided in Idaho Code § 67-8202(5), has ordinance authority to adopt a development impact fee ordinance, whereas KCEMSS does not have ordinance authority and cannot adopt a development impact fee ordinance; and
- 2.4** Idaho Code § 67-8204A provides that the City, when affected by development, has the authority to enter into an intergovernmental agreement with KCEMSS for the purpose of agreeing to collect and expend development impact fees for System Improvements; and
- 2.5** KCEMSS' duty and responsibility is to provide emergency medical services; and
- 2.6** The KCEMSS boundaries include all areas within the city limits of the City, and KCEMSS provides emergency medical services to the entire City; and
- 2.7** The City is experiencing and is affected by continued growth and development; and
- 2.8** The purposes of the Act, as expressed in Idaho Code § 67-8202, are as follows:
 - To ensure that adequate public facilities are available to serve new growth and development;
 - To promote orderly growth and development by establishing uniform standards by which local governments, such as the Parties, may require those who benefit from new growth and development pay their proportionate share of the costs of new public facilities needed to serve that new growth and development through payment of development impact fees; and
 - To establish minimum standards for and authorize cities to adopt impact fee ordinances.
- 2.9** KCEMSS has provided the City with a Capital Improvements Plan prepared in accordance with the requirements of Idaho Code § 67-8208 in consultation with the Advisory Committee; and
- 2.10** Adoption of the Capital Improvements Plan by the City Council and KCEMSS Board of Commissioners were in accordance with Idaho Code §§ 67-8206(3) and 67-8208(1), as applicable; and
- 2.11** This Agreement facilitates the intent and purposes of the KCEMSS Capital Improvements Plan and the Ordinance, is in the best interest of the Parties, promotes and accommodates orderly growth and development, and protects the public health, safety and general welfare of the residents within the City and within the boundaries of KCEMSS which are not within a city; and

2.12 The Parties have determined it is necessary and desirable to enter into this Agreement.

**SECTION 3
CAPITAL PROJECTS FUND**

3.1 Capital Projects Fund Name: The Capital Projects Fund established by KCEMSS pursuant to this Agreement shall be known as the Coeur d’Alene/KCEMSS Development Impact Fee Capital Projects Fund (the “Capital Projects Fund”).

3.2 Deposits to the Capital Projects Fund Account: EMS development impact fees collected by the City pursuant to the Ordinance and transferred to KCEMSS shall be deposited and maintained by KCEMSS to the Capital Projects Fund Account.

3.3 Interest Bearing Capital Projects Fund Account: KCEMSS shall establish the Coeur d’Alene/KCEMSS Development Impact Fee Capital Projects Fund account (the “Capital Projects Fund Account”) as an interest-bearing account.

3.4 Capital Projects Fund Accounting: KCEMSS shall account for the Capital Projects Fund Account as follows:

3.4.1 Establish a separate accounting entry for each collected and transferred Impact Fee by the designation of the month, day and year the Impact Fee was collected by the City, the name of the fee payer, and the identification of the real property which is the subject of the collection of the Impact Fee, including the name of the subdivision, the lot number and the block number or the County Assessor parcel number (e.g., 11-5-2021 – Reeves – Most Excellent View Subdivision, Lot 2, Block 10, or Kootenai County Parcel No. H-9900-010-002-0).

3.4.2 Each separate accounting entry shall be additionally designated if it was paid under protest (i.e., UP) or if it is the subject of a claim for refund or reimbursement (i.e. CR).

3.4.3 All Impact Fees in the Capital Projects Fund shall be maintained in an interest-bearing account. The interest earned by this Account pursuant to Idaho Code § 67-8210(1) shall not be governed by Idaho Code § 57-127, as amended, but shall be considered funds of the Account and shall be subject to the same restrictions on uses of collected Impact Fees on which the interest is generated.

3.4.4 *First-in/First-out.* All Impact Fees in each account shall be spent in the order collected, on a first-in/first-out basis.

3.4.5 *Financial Records.* Accurate financial records shall be maintained and kept for each account that shall show the source and disbursement of all revenues, that shall account for all Impact Fee monies received, that shall ensure that the disbursement of funds from each account shall be used solely and exclusively for the provisions

of projects specified in the Capital Improvements Plan, and that shall provide an annual accounting of the Capital Projects Fund account showing the source and amount of all Impact Fees collected and the projects that were funded.

- 3.5 Capital Projects Fund Account Audit:** KCEMSS shall have performed and prepared, and providing a copy to the City of, an audit as an annual report: (a) describing the amount of all Impact Fees received, appropriated or spent during the preceding year by category of Public Facility; and (b) describing the percentage of taxes and revenues from sources other than the Impact Fees collected, appropriated or spent for System Improvements during the preceding fiscal year by System Improvements category of public facility and the Service Area.
- 3.6 Capital Projects Fund Account Expenditures:** Distribution from the Capital Projects Fund, except for a Fee Payer reimbursement or Fee Payer Refund made pursuant to the City Ordinance and this Agreement, shall be in accordance with Idaho Code § 67-8210.

SECTION 4 COVENANTS OF PERFORMANCE SPECIFIC TO KCEMSS

KCEMSS shall at all times:

- 4.1** Abide by the terms and conditions required of KCEMSS as set forth in the Ordinance and any amendments to the same; and
- 4.2** Maintain and staff the position of KCEMSS Administrator to manage and perform the duties and responsibilities of that position as set forth in the Ordinance; and
- 4.3** Establish and maintain the Capital Projects Fund in accordance with the terms and conditions of the Ordinance and the provisions of Section 67-8210, Idaho Code, and any amendment or recodification of the same; and
- 4.4** Pay the following costs:
- 4.4.1** Proportional costs associated with the Advisory Committee;
 - 4.4.2** Costs of drafting and publication of the Ordinance and any amendment or repeal of the same as may be requested by KCEMSS;
 - 4.4.3** Costs of drafting of this Agreement and any amendment or termination of the same as may be requested by KCEMSS;
 - 4.4.4** Costs associated with KCEMSS' performance of this Agreement;
 - 4.4.5** Costs associated with an appeal of a claim of exemption;

- 4.4.6 Legal costs and fees of any action brought by a Fee Payer or Developer involving a determination of KCEMSS under the provisions of the Ordinance; and
- 4.5 Be solely responsible for performance of the terms and conditions required of KCEMSS by the Ordinance and by this Agreement.

**SECTION 5
COVENANTS OF PERFORMANCE SPECIFIC TO THE CITY**

The City shall:

- 5.1 Approve and enact the Ordinance and maintain the same in full force and effect until amended and/or repealed in accordance with the provisions of this Agreement; and
- 5.2 Maintain and staff one or more positions delegated to manage and perform the duties and responsibilities of the City as set forth in the Ordinance; and
- 5.3 Abide by the terms and conditions required of the City as set forth in the Ordinance and any amendments to the same, including the calculation and collection of KCEMSS Impact Fees in accordance with the terms of the Ordinance; and
- 5.4 Remit all KCEMSS Impact Fees collected by the City to KCEMSS for deposit in the Capital Projects Fund in accordance with the terms and conditions of the Ordinance and the provisions of Section 67-8210, Idaho Code; and
- 5.5 Be solely responsible for performance of the terms and conditions required of the City by the Ordinance and by this Agreement.

**SECTION 6
ADMINISTRATIVE STAFFING**

- 6.1 The administration of the Ordinance and performance of its terms by the City shall be under the direction of the City Clerk.
- 6.2 The administration of the Ordinance and performance of its terms by KCEMSS shall be under the direction of KCEMSS Administrator under the Ordinance.

**SECTION 7
NOTICE AND DELIVERY OF DOCUMENTS**

- 7.1 The contact information for purposes of notice to and/or the delivery of documents to the City is as follows:
 - 7.1.1 By mail or hand delivery addressed to:

City of Coeur d'Alene
Attn: City Administrator
710 E. Mullan Ave.
Coeur d'Alene, ID 83814

7.1.2 By scanning, attaching and e-mailing to: RENATA@cdaid.org

7.2 The contact information for purposes of notice to and/or the delivery of documents to KCEMSS is as follows:

7.2.1 By mail or hand delivery addressed to:

Kootenai County Emergency Medical Services System
Attn: Administrator
4381 W. Seltice Way
Coeur d'Alene, ID 83814

7.2.2 By scanning, attaching and e-mailing to: tracya@kcemss.org

7.3 In the event either party has a change in the address and/or contact information provided for in this Section, notice of the same shall be provided to the other and, upon acknowledgment of receipt of said notice, this section of the Agreement shall henceforth be amended.

SECTION 8 DELIVERY OF KCEMSS IMPACT FEES TO KCEMSS

8.1 Remittance of Fees to KCEMSS: KCEMSS Impact Fees collected by the City shall be delivered to KCEMSS on a monthly basis.

SECTION 9 INDEMNIFICATION

9.1 To the extent permitted by law, KCEMSS shall defend, indemnify, and hold the City, its officers, agents, and employees harmless for all claims, losses, actions, damages, judgments, costs, expenses arising out of or in connection with any acts or omissions of KCEMSS related to the Ordinance, this Agreement, the assessment, collection and/or expenditure of impact fees provided by the Ordinance, and/or any claim involving the administration of impact fees as provided by this Agreement. In the event of such claim, KCEMSS shall defend such allegations and KCEMSS shall bear all costs, fees, and expenses of such defense, including, but not limited to, all attorney fees and expenses, court costs, and expert witness fees and expenses. Such indemnification and reimbursement for defense shall be limited to only those claims, and only to the extent that KCEMSS itself could be liable under state and federal statutes, regulations, common law, and other law. KCEMSS' indemnification and defense of the City herein is subject to all defenses,

burdens of proof, immunities, and limitations on damages to which KCEMSS would be entitled if the claims were asserted against KCEMSS.

- 9.2** To the extent permitted by law, the City shall defend, indemnify, and hold KCEMSS, its officers, agents, and employees harmless for all claims, losses, actions, damages, judgements, costs, expenses arising out of or in connection with any acts or omissions of the City related to the Ordinance, this Agreement, the assessment, collection and/or expenditure of impact fees provided by the Ordinance, and/or any claim involving the administration of impact fees as provided by this Agreement. In the event of such claim, the City shall defend such allegations and the City shall bear all costs, fees, and expenses of such defense, including, but not limited to, all attorney fees and expenses, court costs, and expert witness fees and expenses. Such indemnification and reimbursement for defense shall be limited to only those claims, and only to the extent that the City itself could be liable under state and federal statutes, regulations, common law, and other law. The City's indemnification and defense of KCEMSS herein is subject to all defenses, burdens of proof, immunities, and limitations on damages to which the City would be entitled if the claims were asserted against the City.

SECTION 10 TERM, AMENDMENT AND TERMINATION

- 10.1 Term:** This Agreement shall continue in force and effect perpetually from its execution date unless terminated as provided in this section.
- 10.2 Amendments.**
- 10.2.1** An amendment may be proposed by either Party or the result of an update of the Capital Improvements Plan.
- 10.2.2** Any proposed amendment must be in writing and include this entire Agreement as then existing, and shall therein include a strike-through of any language to be deleted and underlining of any new language of the proposed Amendment.
- 10.2.3** A proposed Amendment shall contain a Statement of Purpose (which shall include a statement of how the Parties will be affected by the Amendment), the Party to contact for information, and the Amended and Reformed Agreement text, and be accompanied by any accompanying proposed amendment of the Ordinance.
- 10.2.4** The proposing Party shall also prepare and submit to the other Party the proposed Amendment as above stated together with an Amended and Reformed Agreement form in the event the proposed Amendment is approved.
- 10.2.5** An approved amended and restated Agreement will not be effective until executed by the Mayor with the approval of the City Council and the KCEMSS Joint Powers Board.

10.3 Termination: This Agreement may only be terminated in accordance with the following process:

10.3.1 Either Party may propose a termination and the same may be terminated upon mutual agreement of the Parties or by one of the Parties, subject to six (6) months prior notice, all in accordance with the provisions of this section.

10.3.2 A proposed termination shall contain a statement of the reasons for termination, which shall include a statement of how the Parties will be affected by the termination. Any proposal to terminate the Agreement must also include a proposal regarding the repeal of the Ordinance.

10.3.3 No termination of this Agreement or repeal of the Ordinance can be retroactive, and the Agreement and Ordinance shall remain in effect regarding any active accounts in the Capital Projects Fund.

SECTION 11 EFFECTIVE DATE

11.1 This Agreement is effective simultaneously with the effective date of the Ordinance.

SECTION 12 GENERAL PROVISIONS

12.1 Third Party Beneficiaries: Each Party to this Agreement intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any person or legal entity other than the Parties hereto and/or a Developer or Fee Payer affected by the Ordinance or the Agreement.

12.2 Severability: Should any term or provision of this Agreement or the application thereof to any person, parties or circumstances, for any reason be declared illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein. The Parties agree to work toward curing any illegality or invalidity in order to give full effect to the intentions of the Parties.

12.3 Counterparts: This Agreement may be executed by the Parties in two (2) counterparts, and each such counterpart shall be deemed an "original."

12.4 Captions: The subject headings of the paragraphs and subparagraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

12.5 Choice of Law: This Agreement shall be governed and interpreted by the laws of the state of Idaho.

12.6 Assignment: No Party may assign this Agreement or any interest therein.

IN WITNESS WHEREOF, the undersigned Parties have by action and/or authority of their Governing Bodies caused this Agreement to be executed and made it effective as hereinabove provided, this 6th day of June, 2023.

CITY OF COEUR D’ALENE

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

**KOOTENAI COUNTY EMERGENCY
MEDICAL SERVICES SYSTEM**

Woody McEvers, Chairman

ATTEST:

Secretary

