

WELCOME
To a Regular Meeting of the
Coeur d'Alene City Council
Held in the Library Community Room

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.

NOTE: The City is utilizing Governor Little's Stage 4 Rebound Idaho guidance for its public meeting. As such, we are abiding by the social distancing standard of 6' within the physical meeting room. Therefore, we are still encouraging the public to participate electronically. While participating electronically the public comments will be taken during that section of the meeting by indicating a raised hand through the Zoom meeting application. Public comments will not be acknowledged during any other time in the meeting. Additionally, you may provide written public comments to the City Clerk at renata@cdaid.org any time prior to 4:00 p.m. the day of the meeting.

The meeting will be aired on Zoom meeting network with the following options: <https://zoom.us/j/99918005838> Password: 522103 or Dial: US: +1 346 248 7799 or +1 646 518 9805 or 877 853 5257 (Toll Free) or 888 475 4499 (Toll Free)

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 E - Public Comments** is identified by the Mayor. The Mayor and Council will not normally allow audience participation at any other time.

August 4, 2020: 6:00 p.m.

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Pastor Geoffrey Winkler with New Life Church

C. PLEDGE OF ALLEGIANCE:

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

E. 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.)

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

F. ANNOUNCEMENTS:

- 1. City Council**
- 2. Mayor**

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 July 21, 2020 Council Meetings.
2. Approval of General Services/Public Works Subcommittee Minutes for July 27, 2020.
3. Approval of Bills as Submitted.
4. Setting of General Services/Public Works Committee meeting for Monday, August 10, 2020 at 12:00 noon.
5. Approval of the Final Plat for SS-20-05c, One Lakeside Condominiums, (located at 201 N. 1st Street)

As Recommended by the City Engineer

6. Approval of the Final Plat for SS-20-06, Wild Waters Addition, (located South of Interstate 90 between Government Way and Highway 95)

As Recommended by the City Engineer

7. Resolution No. 20-041 -

- a. Approval of a Professional Services Agreement with J-U-B Engineers for the Compost Facility's Biosolids Hopper Retrofit Project at a cost of \$88,563.00.

As Recommended by the Wastewater Superintendent in accordance to the purchasing policy set by Resolution 17-061

- b. Declaration of various pieces of used assets and items to be deemed surplus from the Street Department and authorization to auction.

As Recommend by the Street and Engineering Superintendent

- c. Approval of an Easement Agreement with Park Place Investors VII, LLC for the construction of a stormwater swale.
- d. Request for Rejection of Bids for construction of the Fire Boat Garage, declaration that it would be more economical to contract for the project on the open market, and authorization for staff to negotiate with contractor(s) for pricing within the available budget.

As Recommended by the General Services/Public Works Committee

H. OTHER BUSINESS:

1. Approval of the Request for Qualifications for public art located at the Four-Corners gateway.

Staff Report by: Troy Tymesen, City Administrator

2. Approval of a Performing Arts Grant Program.

Staff Report by: Troy Tymesen, City Administrator

3. **Resolution No. 20-042** - Approval of Amendment No. 3 to the Coeur d'Alene Garbage Agreement for single stream recycling for a 12 months extension.

Staff Report by: Troy Tymesen, City Administrator

4. **Council Bill No. 20-1010** - Amendments to Municipal Code Sections in Chapters 13.08, 13.12, 13.16, and 13.20 pertaining to the Wastewater Discharge Permit (NPDES).

Staff Report by: Mike Anderson, Wastewater Superintendent

5. **Resolution No. 20-043** - Setting Preliminary Budget for fiscal year 2020-2021 and scheduling a public hearing for September 1st, 2020.

Staff Report by: Vonnie Jensen, Comptroller

J. ADJOURN:



Coeur d'Alene

CITY COUNCIL MEETING

August 4, 2020

MEMBERS OF THE CITY COUNCIL:
Steve Widmyer, Mayor
Council Members McEvers, English, Evans, Gookin, Miller, Wood

ANNOUNCEMENTS

CONSENT CALENDAR

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

July 21, 2020

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room July 21, 2020 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

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

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

INVOCATION: Pastor Pace Hartfield with One Place Church provided the invocation.

PLEDGE OF ALLEGIANCE: Councilmember McEvers led the Pledge of Allegiance.

Mayor Widmyer noted that the presentation regarding the Roles and Responsibilities in government has been pulled and will be placed on a future agenda.

PUBLIC COMMENTS:

Lester Monte Cook III, noted that he created the "Be Fantastic Movement," which is why he calls himself Dr. Fantastic. He has toured the country the past 119 days preaching the importance of use of the word "fantastic." He suggested that when answering the question "How are you?" to try answering with "I am fantastic," whether you are or are not. The word and smile makes you feel fantastic and reduces stress. The word good is bland and has no energy. He believes that if you teach this to children it will build self-esteem and make them feel better. He hopes it makes world a kinder gentler place.

Nichole Ellis, Coeur d'Alene, noted that the death of George Floyd ignited controversies throughout the nation, but feels the City Council ignored it, as they allowed armed militia that harassed and intimidated and shouted racial slurs to take over downtown. She noted the concerns caused the Georgetown University Law Center to reach out to us. She believes the city is failing to see the inadequacies of the Police Department. Ms. Ellis noted that the police department shot her son, Tyler Rambo, who she believes painted him out to be every black stereotype. She believes the city has shown zero acknowledgment and cannot ignore these problems forever and they will continue to protest peacefully.

Ali Shute, the Executive Director of the Coeur d'Alene Arts and Cultural Alliance, thanked the Mayor and Council for the quick response to the issues surrounding the cancelation of the Nu Jack City concert. She apologized for the controversy that ensued. For several years many volunteers of the Arts and Cultural Alliance have worked to promote and strengthen arts in the community. Ms. Shute clarified that the Thursday summer concert is an event to promote arts and culture and not a political event. The group has stated all along that masks are required upon entry and they work to maintain social distancing during the event.

Jeannette Laster, Coeur d'Alene, noted that she is the Executive Director of the Human Rights Education Institute. She noted that civil rights leader John Robert Lewis previously stated that he believes in the freedom of speech but condemns hateful racist speech. She thanked the Council for their response to the racial actions surrounding the cancelation of the Friday concert. She expressed sadness that a few spoiled a great summer tradition for our community and many in our community could not otherwise afford to go to such a concert. The presence of any hate group is too much and asked the Council for zero tolerance during this time.

FISCAL YEAR 2020- 2021 BUDGET INFORMATION UPDATE - City Administrator Troy Tymesen provided a follow up to the July 8, 2020 City Council Workshop. He noted that the first meeting in August is when the high-water mark resolution will be presented. Updates included changes that have been made since the last presentation to include no new Sargent positions, or Property Specialist, Code Enforcement was funded at an additional part time, and the Fire Department Specialist position was removed. These items reduced the budget by \$350,000 reduced from the General Fund. He noted that small departments, like Finance, have a few large items such as the insurance payment in their budget, so a 5% reduction is not functionally an option. He noted that the Police Department is the largest department and provided a 5% decrease in service and supplies, that with other reduction provided a \$106,000 reduction to the General Fund. The Water, Wastewater, and Library Departments have also decreased their budgets by a total of \$220,000, which does not impact the General Fund. This brings the total cuts to \$680,000. He noted that the fund balance would be used this year, so he provided an estimate of what the fund balance will be at the end of the year, then again at the end of fiscal year 20-21. The September 30, 2020 projected balance is \$6,127,672. The projected balance for September 30, 2021 would be \$4,627,672, which would leave 10.7% of the total budget. He recommended whatever additional revenue comes in, that they are used to lessen the \$1.5 Million planned from the General Fund. Mr. Tymesen noted that the budget is tight on capital and service and supplies expenses. Most of the expenses are personnel costs, which are on-going expenses. He explained that if he brought a \$5,000 cut to the membership organizations, organizations such as Jobs Plus could be cut as it is a large amount, but organizations such as PAC are only \$5,180 a year. He noted that the Downtown Association contract is paid out of the parking fund so it would not impact the General Fund. He explained that if overtime in big departments were cut, they may need it and it would again impact the General Fund balance.

Councilmember Wood noted that the last time the Council met there was a consensus that public safety would be a priority. She noted that the fire position was self-funded through revenue and two Sargent positions would continue to be paid from overtime savings. She questioned why

they would shy away from public safety. Councilmember Wood also noted that \$80,000 from the police supplies seems to be a large cut. The commitment to public safety so she would like to see the public safety items come back into the proposed budget. Mayor Widmyer noted that we do have the potential of \$105,000 from the state to come back to public safety and that could be a source if the program works. Councilmember English thought that there was more interest express in the property tax relief program so the estimated return from the City would be reduced to something closer to 40%. Mr. Tymesen confirmed that there appears to be more demand than the dollars would allow for based on the 103%, and clarified that he has not included it in the proposed budget. Councilmember Gookin would like to see the Sargent position put back in as the noted savings from overtime. He noted that there are a lot of expense for the city use of water and questioned if there is a way to have a municipal water rate that is lower. Mr. Tymesen clarified that the City's use of water is during the high season and at the most expensive time. He noted that it could be looked at in the next rate study; however, as an enterprise fund they must charge a fee for service. Mr. Tymesen further explained that the two Sargent positions will cost \$249,000 and if the Council takes \$1.5 Million from fund balance, we would need to find cuts to revenue to cover that. He would like to see if they could get the 3% and get a good Proforma for overtime in the Police Department to ensure savings. Councilmember Wood noted that for revenue purposes, this might be a year to take a property tax increase. Mayor Widmyer noted that next City Council meeting will be the time to discuss the highwater mark resolution. Councilmember Miller if they would know about the state program before the highwater mark resolution discussion. Mr. Tymesen noted they hope have more information from the state and will be prepared with a slide to demonstrate the positions at the next meeting. Councilmember English would like to see a 10% cut from the membership groups. Councilmember Wood asked for clarification as to if the parking fund can be used for public safety. Mr. Tymesen confirmed the fund can be used for public safety, and noted that some of those funds have been used for public safety in the past; however, that would not help the General Fund.

Councilmember McEvers stated that he is uncomfortable using Fund Balancing for on-going expenses. He noted that in 2008, the City cut raises and held everyone at the same salary, which would currently do the most good right away. He continued that he is uncomfortable taking Fund Balance and setting up the premise that it is alright to take from the Fund Balance, but it is one-time money. Councilmember McEvers noted that they have given to public safety every year and just asked them to give a bit this year and believes it is not going to be easier next year. He would like to hold with the status que, like local businesses who are in survival mode. Mayor Widmyer agreed that they may need to take another \$1.5 million out of fund balance next year, so he would like to see it closer to \$500,000 this year.

Councilmember Gookin asked what would the savings be if they suspended merit and COLA's and understands the process would be messy. Mayor Widmyer noted that it would be \$527,000 in merit increase, COLA would be \$685,000, and there is \$160,000 in contract wage adjustments. Councilmember Wood as far as public safety never taking cuts and remembers years without police cars and the fire department does the safety bond every so many years. In 2008 the police and fire offered to give back their COLA and years without needed equipment. The Sargent position is about a need, as the City has officers that need supervision, especially now with COVID and so many exposures and quarantines. Councilmember McEvers explained that the City needs to look at this as a moment in time and we don't know where we are going.

He believes they should not raise taxes and hold on, as it will be two years before the city has Urban renewal funds. Councilmember Wood noted that the City cannot go on forever with a zero percent tax increase, and doesn't think it can do that long term. Mayor Widmyer asked if the Council wants Mr. Tymesen to go back and talk to the labor groups to ask them to forego merit and COLA's in order to fund public safety. Councilmember Wood stated that she thought it would be good to have an open discussion and/or they can be asked to delayed the increases for 6 months. Mayor Widmyer noted that contract is for a 2.5% COLA, and they could take 1.5% to save \$300,000 and we need \$250,000 to fund the public safety requests. Councilmember McEvers noted that the projections could get better, so he is having a hard time supporting it. Councilmember Wood would suggest the conversation with the Police Chief to see where he wants to go and he may not want to be in discussion of pay cuts. Councilmember English noted that he is not comfortable with discussion but thinks Mr. Tymesen should talk to the groups. Councilmember Evans noted she is also not comfortable but agrees Mr. Tymesen should explore the options, not that they want to do it but would like to explore it. Mr. Tymesen confirmed he is looking for \$300,000.

COUNCIL COMMENTS:

Councilmember Gookin stated that KMPO announced that in August they will be discussing placing a measure on the ballot to charge a Kootenai County regional registration fee that will provide funding for transportation infrastructure. This would be a \$50.00 increase and would be a local tax to be spent on specific projects and would help to complete \$800 Million infrastructure over the next 20 years.

Councilmember Miller wanted to acknowledge the passing of former councilmember Chris Copstead who served as Councilmember from 1996-2004, and is remembered for his passion of cycling, kind smiling face, and his commitment to make community a better place. She will personally miss him. She expressed condolences to his family and friends at this time. Additionally, she and Jennifer Drake made a presentation to the ignite board for a performing art bridge grant that would help avoid shut down during the COVID period. They hope to have submissions made in August with Ignite board approving grants in September. She has been working the last 7 days with regional entities for the wear a mask initiative. She hopes that people will voluntarily wear a mask while doing business throughout the community. Mayor Widmyer thanked Councilmember Miller for the time-consuming work she has done to make this a joint community effort.

Councilmember McEvers noted that the former Executive Director of the Lake City Center, Bob Small, has move to Canada. Marlis Style will fill that role going forward and he feels that Mr. Small has left them in great shape. He reminded the Council of a funny story about Chris and the infamous cats on leashes proposal.

Councilmember English hopes that the Council would have a discussion to mandate the wearing of masks. He is concerned with the spread of COVID 19 and wants the city to look at what they can do to control the spread. He has been looking to CDC, Panhandle Health District, and Kootenai Health and notes that they all believe that face coverings are effective at slowing the spread at this disease. Masks prevent the sharing of droplets that spread the disease and it is

worse than the common flu. Some of those that recover will have long term damage and scarring to their lungs. Currently the ICU is at capacity and affects those that may need this level of care due to COVID and other that need it for other services. When someone is good enough to move out of hospital and cannot go back to long term care it causes a bottle neck. The case numbers are a reflection as to what happened two or three weeks ago. We will follow Panhandle Health guidelines, which includes the recommendation to wear masks but the mandatory mask wearing motion was not seconded at the Health Board meeting. The City's position has been that it is a medical issue to be handle by a medical board but they think it's political, which demonstrates it is both. He noted tonight the buck stops here, with the City Council. He noted that enforcement has to be a community conscious approach. In the grieving process one may ask if there is something different, I could have done to prevent this, and this is a cause that we can do something about. Councilmember Wood noted she appreciates what Councilmember English said and she would add that this is a situation that isn't going to change and kicking it down the road two weeks won't change. She noted that the City should support Panhandle Health and should go the same direction if we do nothing, put a law in place and put the resources in place to do what you can. Councilmember Wood noted that she would like to mandate businesses as that is where people are gathering and a campaign for individuals and at a minimum, we should be asking employees to wear a mask within the work place. Mr. Tymesen noted that the City endorses it and asks employees to wear mask if not within 6' feet of each other. Mayor Widmyer noted that the decision for PHD in holding pattern as they meet again on Thursday. He believes we should follow the PHD lead on and that it has been dropped in the city's lap. The City is in the worse state we have every been in with the number of active cases and this a problem related to health, that is not our expertise and expressed frustration. In his personal business he requires mask be worn, and noted a story of an employee testing positive, so he had to test all employees. The employee was wearing a mask and no other employees tested positive, which he would demonstrates the importance of wearing of masks. Councilmember Gookin agrees with the campaign for it to be most effective it has to include changing the masks out along with hand washing. He doesn't think this is the City's role, so his preference is a recommendation for people to start wearing mask. Businesses are slowing requiring them and it is becoming socially acceptable to wear masks. Councilmember Gookin believes that having the City mandate it makes it a political move and may cause protesters and harassment to our staff for a decision we made. Councilmember Evans agreed the leadership should be from the state and the health district. She noted that the community is feeling the strain the ICU being full and the vulnerable community members is at a higher risk now more than ever. She believes the City has to do everything they can to slow the spread, maintaining social distancing and wearing a mask when you can't, as well as hand washing. Everyone must pitch in and we are short distance from the beginning of the school year and need to take every action we can. Councilmember Evans made a plea to the community to do their part. Councilmember Miller does not believe the buck stops here, there has to be a community and county-wide effort as the City of Coeur d'Alene cannot stop this spread on their own. They have to put a message out together, and a mandate isn't going to change people's minds, rather it will stir up controversy. She believes the community needs to work as a unified group. Mayor Widmyer noted that Councilmember Miller is working on a professional campaign and all the other health care guidelines. The neighbors from Washington and Montana coming to our area should understand we are united in the use of masks. Councilmember McEvers noted that a lot of his customers think it is not true and nothing works, he supports the program but is not wild to making the mandate. Councilmember Wood

noted that the Police Department has had over 100 exposures and dozens of quarantines, which will be an issue at some point. She would we like to send a message to PHD to support them or would like to meet again after Thursday if need be. Mayor Widmyer noted that the City could schedule another meeting. Councilmember Gookin asked if there was a way the City can provide COVID funding for mask for Fire and Police to hand out to citizens. Mayor Widmyer noted that has already started and they are getting more masks to hand out. Councilmember Wood suggested hand sanitization stations in the downtown area.

Mayor Widmyer noted that the City will wait to see what happens on Thursday. Councilmember English would like the Council and Mayor to have a meeting on Friday to discuss the mask mandate if Panhandle does not make the requirement so that the City can take action. He clarified that if PHD takes action then the Friday meeting would be canceled. Mayor Widmyer clarified that we would only have the meeting if PHD does not mandate wearing masks. Councilmember Miller noted that she believes it has to be a countywide effort. Councilmember Wood felt it would be good to discuss it but if PHD does not take action the City might have to step up. Councilmember Evans would support a discussion as well.

MOTION: Motion by Miller, seconded by Evans to have a noon special call meeting on Friday, July 24, 2020 to discuss the issue of face coverings. **Motion carried with Gookin opposed.**

CONSENT CALENDAR:

1. Approval of Council Minutes for the July 7 and July 8, 2020 Council Meetings.
2. Approval of Bills as Submitted.
3. Approval of Financial Report.
4. Setting of General Services/Public Works Committee meeting for Monday, July 27, 2020 at 12:00 noon.
5. Setting of a Public Hearing on August 18, 2020 for ZC-2-20; by applicant Thomas Fisher for property located at 217 W. Cardwell Drive, to be zoned from R-12 to C-17.

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

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

ENDORSEMENT OF ST. VINCENT DE PAUL OF NORTH IDAHO AS AN ENVISION CENTER AT THE EXISTING HELP CENTER.

STAFF REPORT: Community Planning Director Hilary Anderson explained that the EnVision Center designation supports “one-stop” or “single-site” service centers, such as the existing St. Vincent de Paul HELP Center, through the delivery of integrated services from philanthropic organizations, community-based non-profit providers, private industry, and all levels of government thereby increasing the opportunity for low-income individuals and families to achieve self-sufficiency. The U.S. Department of Housing and Urban Development (HUD) administers the EnVision Centers initiative, which is premised on the notion that financial support alone is not sufficient to solve the problem of poverty. Intentional and collective efforts

across a diverse set of organizations are needed to empower households to self-sufficiency. The mission of the initiative is to provide communities with centralized hubs for support in the following four pillars: 1) economic empowerment, 2) educational advancement, 3) health and wellness, and 4) character and leadership. SVDP North Idaho has been in existence since 1946 and has run the HELP Center [Helping Empower Local People] on Harrison Avenue in the former public library facility since 2009. From their headquarters, they have provided a multitude of programs that align with the Four Pillars outlined in the EnVision Center concept. She noted that the closest EnVision Center is in the Spokane Valley and is known as the Spokane Resource Center (A HUD EnVision Center), located at 130 S Arthur St, Second Floor, Spokane, WA 99202. Both HUD's Regional Administrator and Idaho State Director see interactions between the Spokane Resource Center and the SVDP HELP Center, as a win-win situation for individuals and families. If designated as an EnVision Center by HUD, SVDP North Idaho HELP Center would be the first EnVision Center in Idaho, and 3rd EnVision Center in HUD's Region X (WA, ID, OR, and AK). This is a prestigious designation and would allow St. Vincent de Paul North Idaho to build upon their partnerships with Federal Partners. Departments of Education; Health and Human Service; Social Security; IRS; Labor; FDIC; CNCS; and others, partner with HUD to provide webinars, grant opportunities, and assist in bringing state and local partners to the EnVision Centers. While there is no funding provided from HUD to the EnVision Centers, HUD local staff are on the ground to provide assistance and one-on-one connections to Federal, State and Local partners through Federal and philanthropic roundtables. Ms. Anderson confirmed that there would be no financial impact to the City for the endorsement of SVDP seeking the designation as an EnVision Center. Their goal is to continue with their current programs and continue to seek grants with this designation.

DISCUSSION: Councilmember McEvers asked if this designation would impact the City's CDBG program. Ms. Anderson clarified they are two separate things and this designation would not obligate the CDBG funds to this program. Councilmember Miller asked if this would have any effect of their zoning. Ms. Anderson clarified that this is an existing facility already doing the programs set out under this designation, so it is appropriately zoned. Councilmember Wood noted that she does not see a downside to this proposal and would be helpful to endorse this designation.

MOTION: Motion by Wood, seconded by Gookin to approve of the endorsement of St. Vincent De Paul of North Idaho as an "Envision Center" at the existing Help Center. **Motion carried.**

RESOLUTION NO. 20-039

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A CONTRACT WITH KELLER ASSOCIATES, INC., FOR DESIGN AND CONSTRUCTION ENGINEERING AND CONSULTANT SERVICES FOR THE NEW HUETTER WELL.

STAFF REPORT: Water Department Director Terry Pickel explained that the 2012 Water Comprehensive Plan set out paths to keep up with growth and peak water production requirements. The department thought the completion of the Ralph Capaul Well would be enough capacity; however, peak day demands have increased more rapidly than previously

anticipated. A test well was completed in FY 2018 to check the water quality and ground conditions on a lot granted to the City just east of Huetter Road. All test results came back excellent and staff proceeded with the drilling of a 24” production well this fiscal year. All largescale production tests came back excellent, which meant construction of the well could proceed. It is our intent to have the Huetter Well online by the summer of 2021. This well will augment current capacity with an additional 5.7 MGD and is critical to keeping up with growing water demands and DEQ peak day production requirements. The proposed contract will be for design and construction consultant services for a new pump, well house and related site improvements. Mr. Pickel noted that cap fee funds will pay for the project and Fiscal Year 2021 will have a budget of \$1,200,000 for the well construction. He noted that they solicited proposals and received responses from Welch Comer and Associates, Keller Associates, and Verdis. A three-member committee reviewed the submitted proposals, utilizing a preapproved scoring system to evaluate the submittals with Keller Associates receiving the highest overall score.

DISCUSSION: Councilmember McEvers asked if the contract was solely for the design not the construction. Mr. Pickel clarified that the contract is for the bidding design and construction management services. Due to requirements from DEQ and Idaho Department of Water Resources, an engineering stamp on the drawings is required. Councilmember Miller asked if there is a standard for scoring and if the scoring sheets have been kept. Mr. Pickel confirmed the scoring system has been used by other departments too and copies are kept. Councilmember English expressed appreciation to see a few bidders come forward.

MOTION: Motion by Evans, seconded by McEvers to approve **Resolution No. 20-039** - approving a contract for design and construction engineering and consultant services with Keller Associates for the new Huetter Well in the amount of \$218,930.00.

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

RESOLUTION NO. 20-040

A RESOLUTION OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING THE BID OF, AND AUTHORIZING A CONTRACT WITH, COLEMAN OIL COMPANY, LLC, FOR FUEL SERVICES.

STAFF REPORT: Mr. Tymesen noted that the Street and Engineering Superintendent Tim Martin provided a staff report that noted the city’s fuel services contract with Coleman Oil Company (previously Clark Oil) will expire on August 31, 2020. To incentivize performance, this contract was for a one-year base contract and annual options to renew the contract for up to three additional one-year periods. The city’s contract with Coleman Oil is in its last option year. Coleman Oil has performed to expectations. The proposed bid specifications and draft contract reflect housekeeping items made to keep terms and conditions current. This contract as proposed would offer a one-year base contract with 3 additional option years that could be exercised provided performance meets or exceeds the city’s minimum contract requirements. This bid solicitation will ensure price competition of vendor mark-up prices over prevailing wholesale

prices. The bid instructions and specifications require the bidder to provide in their bid a “mark up” factor to be added to the prevailing wholesale prices based on the Oil Price Information Service (OPIS) also referred to as the “OPIS Rack Average” for Spokane. Structuring this contract with a base year and 3 additional one-year extensions was designed to save the administrative costs associated with bidding this package on a yearly basis. Bids were received from Coleman Oil in the amount of \$257,546.50 and Kerr Oil in the amount of \$260,980.55. Staff recommends approval of the agreement with Coleman Oil for fuel services.

DISCUSSION: Councilmember McEvers asked if the bid set on price per gallon. Mr. Martin explained that the OPIS Rack is a weekly average out of Spokane and the cost is the mark up, tight bids because they are working on same OPIS number only difference is the mark up price. He explained that it changes weekly and daily. When prices drop, we get to benefit from that as well. Councilmember English in terms of end user does it impact where we fill up. Mr. Martin noted that they have four sites that we can fill up at, used their sites for years. It is too costly to put our tanks in due to insurance costs. Mr. Martin noted that he has worked with this company through out last contract and they have sites throughout the western United States and we can go to any of the CFM sites if we need to.

MOTION: Motion by McEvers, seconded by Evans to approve **Resolution No. 20-040** - approving an agreement with Coleman Oil for fuel services for one year with options for three additional one-year terms.

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

COUNCIL LIAISON DISCUSSION

STAFF REPORT: Councilmember Gookin explained that the liaison positions would be assigned based on subcommittee assignments as follows: General Services (currently the group assigned to the first meeting of the month, Evans [Committee Chair], English, and Wood): This committee hears items associated with General government projects. The proposal is to only cover liaisons for the following departments: Fire, Planning, Police. The Public Works (Currently the group assigned to the second meeting of the month, McEvers [Committee Chair], Gookin, and Miller): This Committee generally heard items associated with city-wide infrastructure projects. The proposal is to only cover liaisons for the following departments: Streets, Wastewater, Water. He further explained that each committee is to make its own liaison assignments. After 4 months, council members can rotate to a new assignment within their subcommittee, if they choose to do so. In addition to what was presented at the July 7 Council meeting, this proposal adds that Council shall also resume meeting with the Executive Team. Each council member to take turns attending the meeting individually, with the cycle repeating every 6 meetings. Staff shall set a schedule notifying each council member of their ET meeting schedule for the current year. He noted that they want to learn and observe not direct staff. He noted that he talked with former Mayor Bloem and noted that liaisons help build a team and improve communication. He noted that at the Executive Team meeting was held on Thursday and some points were brought forward, some department heads thought the sub-committee meetings helped to prepare them for council meetings. He thought that would be a valid way to

have the departments bring non action items forward rather than having Council attend staff meetings.

DISCUSSION: Mayor Widmyer asked what and how the scheduling would be determined for the ET meetings and if Council would be responsible for any other meetings. Councilmember Gookin felt that each councilmembers responsibility to reach out and decide how much to interact and have wide latitude. Councilmember English would like to have the sub-committee meetings even if they don't have an action item and that if they do the liaisons it should be six months not four and if assigned it should be on a set rotation. Councilmember Wood felt the more information the better for our decision making here. She was taken aback by some of the discussion at E.T. and has a different feeling about the push back as no one has an intention to give direction to the Department Head. She just wants this to be a learning experience and more about the Council being more informed. She hopes people would feel comfortable with the Council. Councilmember Miller said she misses the Public Works meeting and feels like a lot have been cancel this year, so she would like to go back to alternating committee meetings. She would only be involved in Public Works groups and would like to be included in the General Services departments as well. She respects Executive Team and would like to try attending at some level and test the waters as a team building effort, she offered that one Councilmember could attend once a month. She noted that the role and definition of liaison has been a struggle for her. She looked at liaisons to bring back information back to the rest of the group. Councilmember Evans intrigued by the idea of the sub-committee meetings and would solve a few obstacles we are having and they become more educated themselves and in support moving forward with that idea. She expressed concern after reading department head comments and doesn't want to be perceived to be in their way and would like to try it out, but is hesitant. She would like to have department presentations at committee meetings. Councilmember English noted that there appears to be consensus to bring committees back and in between step once a month rotation to Executive Team he would support. Councilmember Wood noted that they do presentations at the college and at every agenda item they have a celebrated success and highlight that department and what they are doing and gives kudos out in the community. Councilmember McEvers noted that the parks bring their crew to the Parks and Recreation Committee and highlights what they do and how they do it and felt it was fascinating. However, it was never brought forward to Council. He noted that Executive Team is uncomfortable and agreed that there should be no more than one Councilmember at a meeting. He felt it will be up to each Councilmember to determine how much they want to put into it and there isn't a right or wrong to do these things. Councilmember Gookin summarized that they will revive the two meetings each Monday and have staff organize two different departments at that meeting to be available to answer questions and rotate through the committees to have different departments each time, beyond the normal business. They will wait until COVID is lifted to start the executive team meetings and will revisit it later.

MOTION: Motion by Gookin, seconded by Miller to reactivate sub-committees and staff to organize schedule for a department presentation at each meeting.

DISCUSSION: Councilmember Wood felt the department presentations should not be formal and that they should share a success and answer questions no pressure. Councilmember Evans noted that she doesn't want to use a bunch of resources to prepare for this, and questioned if it

should be one or two departments presenting at a time. Mr. Tymesen suggested we look at the agenda and back it off to one and go to both meetings that month and hit all departments within the year. Councilmember English noted that the sub-committees provided a communication tool with the public and often garnered a newspaper story before the City Council meeting. Mr. Tymesen would like to feature a department of the month and provide some pictures and such and with some details. Councilmember McEvers Gookin clarified that the two meetings are once a month at noon, just twice a month not four meetings a month and would have presentations even if there was no other business.

Motion carried.

ADJOURN: Motion by Gookin, seconded by English that there being no other business this meeting be adjourned.

Motion carried.

The meeting recessed at 8:19 p.m.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, CMC
City Clerk

July 27, 2020
GENERAL SERVICES/PUBLIC WORKS COMMITTEE
MINUTES
12:00 p.m., Library Community Room

COMMITTEE MEMBERS

Council Member Woody McEvers, Chairperson
Council Member Kiki Miller
Council Member Dan Gookin

STAFF

Juanita Knight, Senior Legal Assistant
Chris Bosley, City Engineer
Kenny Gabriel, Fire Chief
Mike Anderson, Wastewater Superintendent
Tim Martin, Streets & Engineering Director
Randy Adams, Chief Civil Deputy City Attorney
Troy Tymesen, City Administrator

Item 1. Approval of an Easement Agreement with Park Place Investors for the construction of a stormwater swale.
(Consent Calendar)

Chris Bosley, City Engineer, is requesting approval of an Easement Agreement with Park Place Investors for the construction of a stormwater swale adjacent to Player Drive to mitigate flooding. Mr. Bosley explained in his staff report that Player Drive has a history of minor flooding at a low point between the Prairie Trail crossing and Kathleen Avenue. The existing drywell drains too slowly to effectively manage stormwater during high-volume storm events. Drainage crews have cleaned the drywell many times over the years, most recently in 2019, and the drywell continues to operate poorly. City staff met with representatives of the adjacent property owner to discuss an opportunity to create a swale in an unused portion of the property to mitigate flooding by providing stormwater storage during large events. The proposed area is planted with trees and is immediately adjacent to a gas pipeline easement, effectively creating an unbuildable area of the property. The Easement Agreement is the result of discussions with the property owners that would allow City Drainage crews to create a swale that would not impact the property owner's use of the property. This project can be accomplished utilizing City employees and does not require outside contracting. The minor investment in time spent on this project will save time required for maintenance for years to come. The property owner will mow the swale, but otherwise the City will maintain it. Mr. Bosley added that there are two more swale projects in the works. One on Government Way and one with ITD near US-95 and Northwest Boulevard.

Councilmember Gookin asked who put in the drywell. Mr. Bosley said he believes it was the developer but the City maintains it. Councilmember Gookin asked why this was not discussed during the development of this property. Mr. Bosley said this development was long before he was City Engineer so he is not sure why a swale was not required to begin with. Councilmember Gookin asked how much this project is going to cost. Mr. Bosley said the work will be done by city drainage crew and will take only a couple of days. He figures it will be a couple thousand dollars for the work and to re-sod again. He added that the savings would be immeasurable compared to the times they've spent every year trying to maintain the drywell.

MOTION: by Miller, seconded by Gookin, to recommend that Council approve the Easement Agreement with Park Place Investors for the construction of a stormwater swale adjacent to Player Drive to mitigate flooding. Motion Carried.

Item 2. Request for rejection of bids for construction of the Fire Boat Garage, declaration that it would be more economical to contract for the project on the open market, and authorization for staff to negotiate with contractor(s) for pricing within the available budget.

(Consent Calendar)

Kenny Gabriel, Fire Chief, is requesting Council approval to reject all bids for the construction of the Fire Boat Garage and authorize staff to negotiate with contractor(s) for pricing within the available budget. Chief Gabriel explained in his staff report that in June, the City Council allowed the Fire Department to go to bid to build a new Fire Boat Garage (Station #5) at the Third Street Dock. Council granted Fire the authority to spend up to \$250,000 on the project from Impact Fees. The Engineer's estimate was \$220,000. Recently, through an open bid process, four bids were received. The lowest was \$372,782 and the high was \$520,000. There were five Add Alternates and they ranged from \$24,499 to \$35,224. There is a total of \$309,000 in our Impact Fee fund.

With all four bids coming in well over budget, staff will go back and work with the architect to narrow the scope of the project. Idaho Code § 67-2805 states that Council can reject all bids and re-bid or Council can pass a resolution declaring that the project can be performed more economically by contracting on the open market. The City has a successful history of negotiating with an individual contractor in an attempt to bring projects in at budget and, therefore, staff believes that it would be more economical for the City to reject all bids and negotiate on the open market with an individual contractor or contractors for a narrower project.

Councilmember Gookin commented not to cut themselves short because he doesn't want to see something that doesn't reflect well on quality. Chief Gabriel said they agree. He will come back to Council when they have the final drawing and bid.

Councilmember Miller asked if staff is comfortable with this direction and not going back out for bids again. Randy Adams, Chief Civil Deputy City Attorney said "we are."

Councilmember McEvers asked the Chief if they have storage for the fire boat if the new dock is not ready by November. Chief Gabriel said they are currently working on a "plan B" should the dock not be ready in time.

MOTION: by Miller, seconded by Gookin, to recommend that Council reject the bids received for the construction of the Fire Boat Garage, declare that it would be more economical to contract for this project on the open market, and authorize staff to negotiate with a contractor or contractors for pricing that fits the available budget after the architect has narrowed the scope of the project. Motion Carried.

DISCUSSION: Councilmember Gookin and Councilmember Miller said they'd don't want to see the scope of the project narrowed too much as they want to have a quality Fire Boat Garage.

Item 3. Request for Council approval of amendments to Municipal Code Sections in Chapters 13.08, 12.13, 13.16, and 13.20 pertaining to the Wastewater Discharge Permit.

(Agenda)

Mike Anderson, Wastewater Superintendent, is recommending amendments to the City's Municipal Code to update and clarify sections in Chapters 13.08, 13.12, 13.16, and 13.20. Mr. Anderson explained in his staff report that in June of 2018, Idaho Department of Environmental Quality was granted primacy of the

wastewater discharge permits in Idaho from the EPA. This requires a change in our City Ordinance to reference the wastewater discharge permit as an Idaho Pollutant Discharge Elimination System in place of the National Pollutant Discharge Elimination System. Further changes in the Ordinance include references to particular studies and study dates, elimination of reference to Septage Haulers, and updating the “Department of Environmental Sanitation” to Panhandle Health in references to septic tanks provisions. Mr. Anderson also noted that the draft ordinance in the GS/PW packet is missing an ‘Administrative Orders’ definition to section 13.20.1.3 that will be added to the ordinance before it goes to the full City Council.

Discussion ensued regarding clarification of Sections 10, 14, and 17 of the proposed Ordinance.

Councilmember Miller asked if the rate classification was done before or after the change to the state in 2018. Mr. Anderson said it was before because the last rate change was early 2018. Councilmember Miller asked how often are the rates changes and are rates required to be changed by statute. Mr. Anderson said there is no statute and the rates are changed, as needed, approximately every 5 years.

Councilmember Miller asked Mr. Anderson why residential is charged a set fee for sewer based on water usage during winter months only yet commercial is charged for sewer rates based on water usage all year long. Mr. Anderson said residential is charged one of two fixed fees, low or normal, and commercial is charged based on usage. This is because residential is pretty standard with the bulk of water usage for irrigation in the summer, which is not treated. Commercial businesses can vary widely depending on the size of the business like a small office vs a bowling alley.

Councilmember Miller said she understands that but does not feel it’s a reasonable explanation as to why commercial would be charged for irrigation water. Mr. Anderson said its because they don’t know how much is irrigation. He said a business is welcome to get an irrigation meter, which many businesses doing irrigation do and then they are not charged for irrigation. Mr. Anderson went on to further explain the differences. Afterward, Councilmember Miller commented that she still does not feel a good explanation has been given as to why commercial is charged for irrigation.

MOTION: by Gookin, seconded by Miller, to recommend that Council approve amendments to the Municipal Code in Chapters 13.08, 13.12, 13.16, and 13.20, pertaining to the Wastewater Discharge Permit. Motion Carried.

DISCUSSION: Councilmember Miller asked Mr. Anderson to return to the GS/PW Committee at some point in the future with a better explanation on this discussion.

The meeting adjourned at 12:32 p.m.

Respectfully submitted,
[Juanita Knight](#)
Recording Secretary

CITY COUNCIL STAFF REPORT

DATE: August 4, 2020
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: **SS-20-05c, One Lakeside Condominiums, Final Plat Approval**

DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat document, a one (1) lot, forty-two (42) unit residential condominium subdivision.

HISTORY

Applicant: Austin Hills, Member
CDA Hybrid SPE, LLC
400 W. Main Street, Ste 100
Durham, NC 27701

Location: 201 N. 1st Street

FINANCIAL ANALYSIS

There are no financial issues with this development.

PERFORMANCE ANALYSIS

This is a re-plat of Lot 1, Block 2, Mudge Addition located in Coeur d'Alene, into a one (1) lot, forty-two (42) unit condominium plat. All infrastructure improvements were addressed during the construction of the residential units on the subject property, and the property is now fully developed and ready for final plat approval.

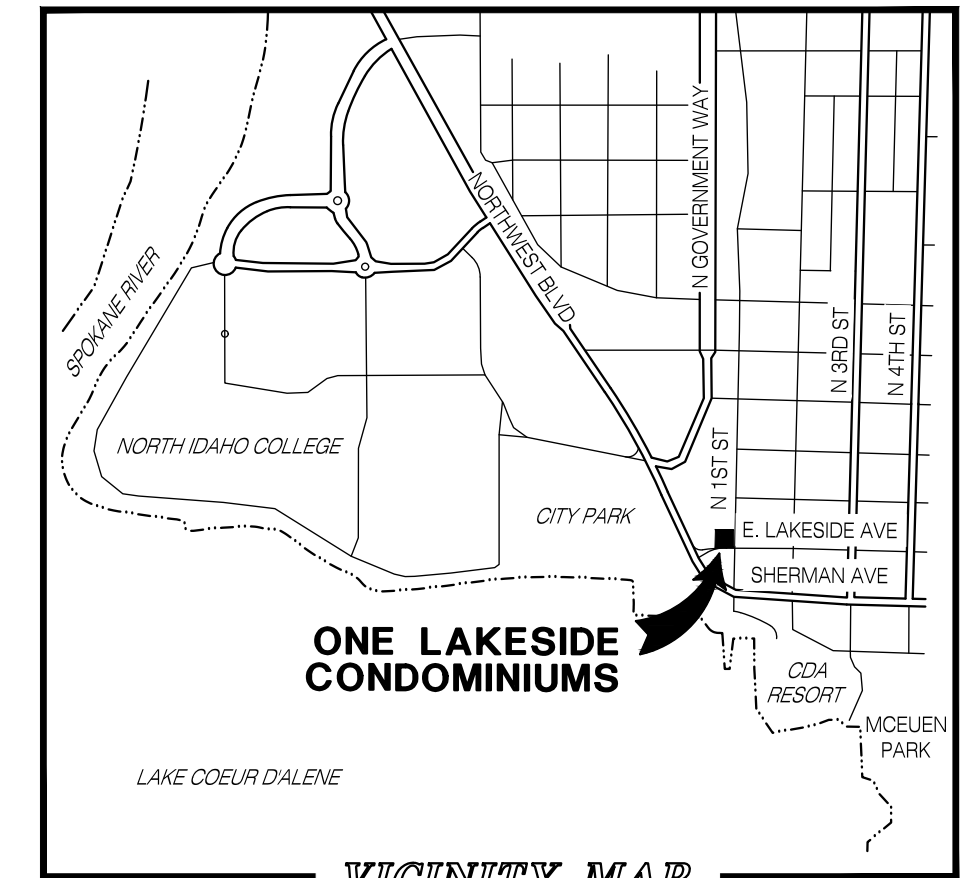
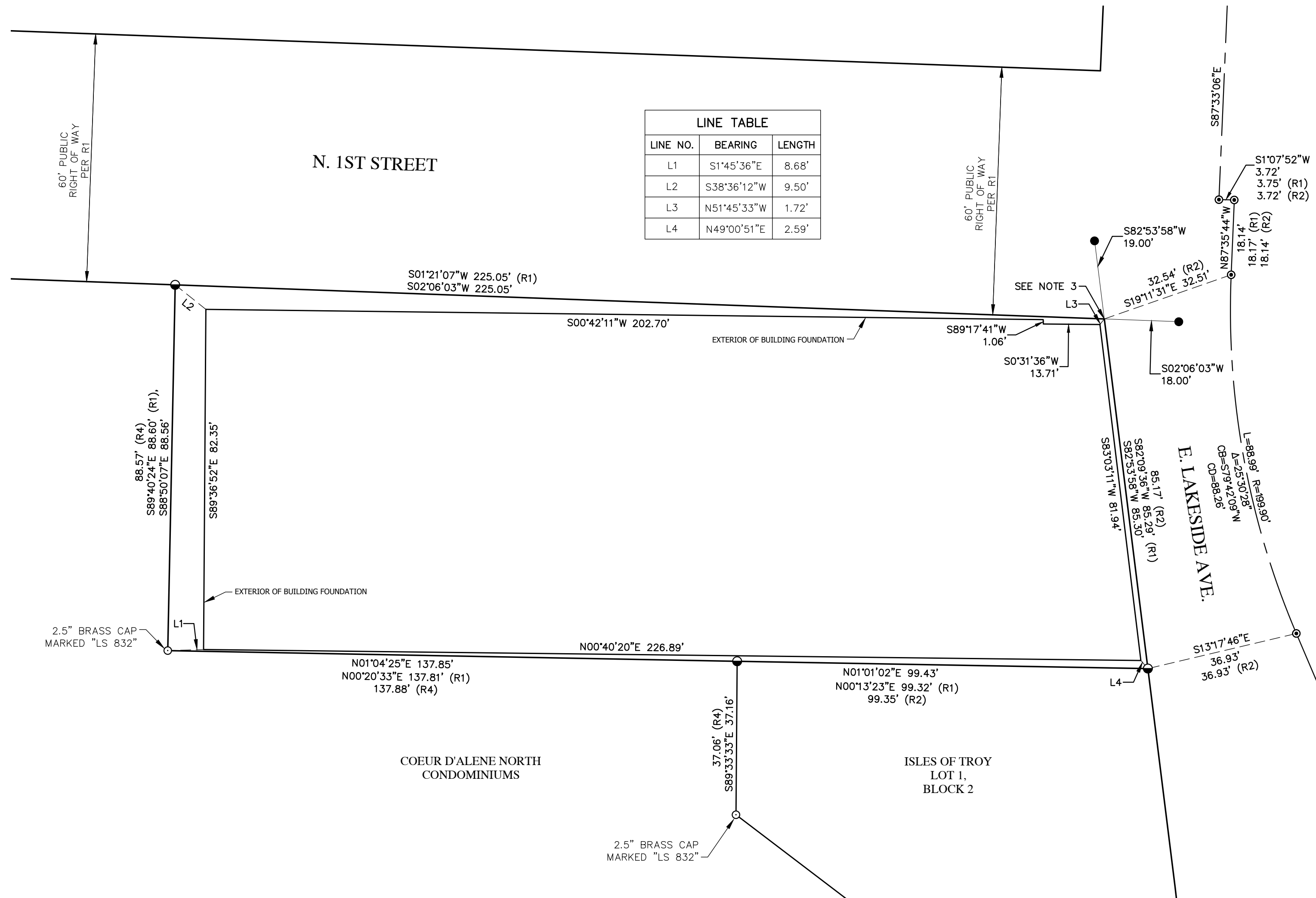
DECISION POINT RECOMMENDATION

City Council approval of the final plat document

ONE LAKESIDE CONDOMINIUMS

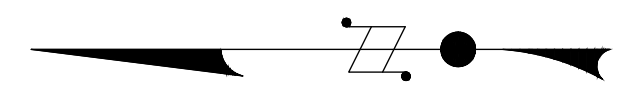
LOT 1, BLOCK 2, MUDGE ADDITION, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 13,
TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK _____, PAGE _____
INSTRUMENT No. _____



LEGEND

- FOUND MONUMENT (AS NOTED)
- ⊙ FOUND 2.5" BRASS CAP MARKED "PLS 4565 1993", IN MONUMENT CASE
- SET 5/8" x 30" REBAR WITH 2.5" ALUMINUM CAP MARKED "WELCH COMER PLS 12318"
- (R#) RECORD INFORMATION PER REFERENCE NUMBER



GRAPHIC SCALE



(IN FEET)
1 inch = 20 ft.

BASIS OF BEARING

THE GRID BEARING OF N01°04'25"E ALONG THE WEST LINE OF LOT 1, BLOCK 2 OF MUDGE ADDITION. THE PROJECT IS ON THE IDAHO COORDINATE SYSTEM, WEST ZONE, NAD83 (2011). THE ORIGINAL BASIS OF BEARING FOR MUDGE ADDITION IS THE CENTERLINE OF SHERMAN AVENUE PER RECORD OF SURVEY RECORDED IN BOOK 9 OF SURVEYS AT PAGES 114-114A.

REFERENCES:

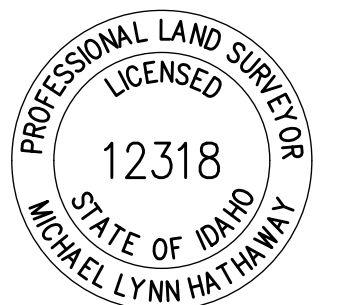
- R1) PLAT OF MUDGE ADDITION, RECORDED IN BOOK G OF PLATS AT PAGE 96.
- R2) PLAT OF ISLES OF TROY, RECORDED IN BOOK J OF PLATS AT PAGE 183.
- R3) RECORD OF SURVEY RECORDED IN BOOK 20 OF SURVEYS AT PAGE 428.
- R4) PLAT OF PARK VIEW TOWER, RECORDED IN BOOK F OF PLATS AT PAGE 143.

NOTES

1. PER THAT GRANT OF EASEMENT TO TIME WARNER CABLE ENTERPRISES LLC, RECORDED AS INSTRUMENT NO. 2686884000, A 20'-WIDE EASEMENT (10' ON EACH SIDE OF THE CENTERLINE OF THE EASEMENT) IS CENTERED ABOUT THE EXISTING CONDUIT ON THE PREMISES.
2. CONDOMINIUM UNIT AND AREA DIMENSIONS AND ELEVATIONS ARE BASED ON THE ARCHITECT'S CONSTRUCTION PLANS.
3. DUE TO THE CONCRETE CONSTRUCTION THIS MONUMENT COULD NOT BE SET WITHOUT CAUSING DAMAGE TO THE NEW CONCRETE SIDEWALK. I SET 2 REFERENCE MONUMENTS ALONG EXTENSIONS OF THE EAST AND SOUTH LINES AS SHOWN.
4. PER THE DECLARATION, THE SHORT-TERM MASTER UNIT IS NOT A "SHORT-TERM RENTAL" AS SUCH TERM IS DEFINED AND GOVERNED BY THE CITY OF COEUR D'ALENE'S SHORT TERM RENTAL ORDINANCE (ORD. 3594, 2017).

VERTICAL DATUM

THE ELEVATIONS SHOWN HEREON ARE ON THE NGVD 29 DATUM, BASED ON TIES TO NGS MONUMENT L131 THAT HAS AN ELEVATION OF 2179.15'.



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ONE LAKESIDE
CONDOMINIUMS

IN THE SW 1/4 OF SEC. 13,
T.50N., R.4W., B.M.,
CDA, KOOTENAI COUNTY, IDAHO

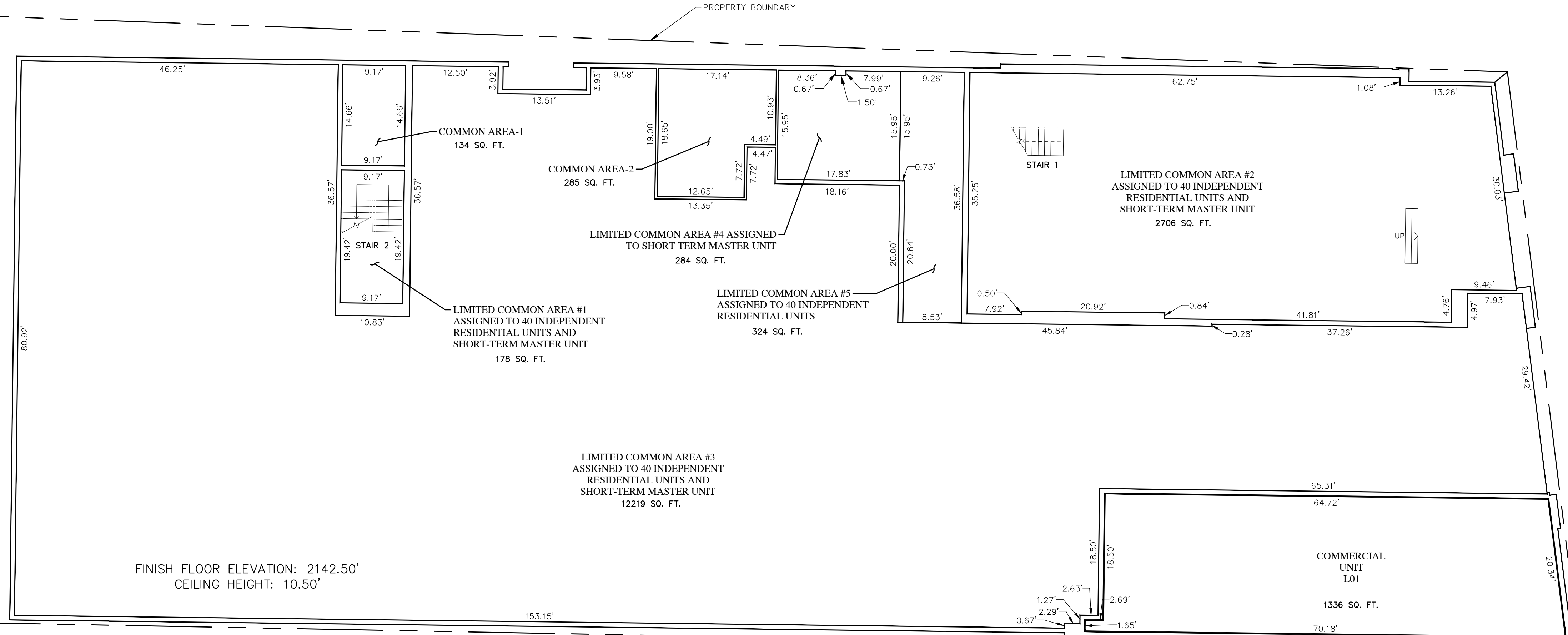
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DRAWN BY: KAF
CHECKED BY: MLH
DWG NAME: 41111.PLAT01.DWG
DATE: 03-30-20
SCALE: 1" = 20'
SHEET NO:

1 OF 19

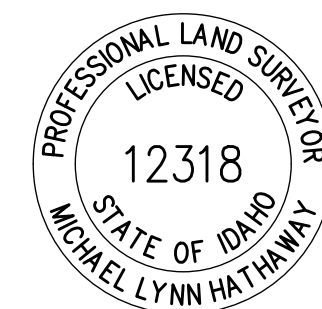
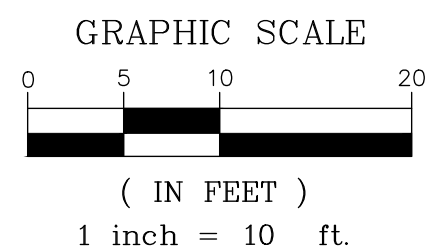
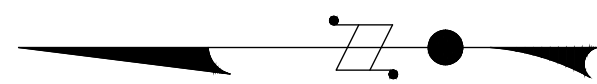
ONE LAKESIDE CONDOMINIUMS

LOT 1, BLOCK 2, MUDGE ADDITION, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 13,
TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK _____, PAGE _____
INSTRUMENT No. _____



FINISH FLOOR ELEVATION: 2142.50'
CEILING HEIGHT: 10.50'



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ONE LAKESIDE CONDOS
LEVEL 1

IN THE SW 1/4 OF SEC. 13,
T.50N., R.4W., B.M.,
CDA, KOOTENAI COUNTY, IDAHO

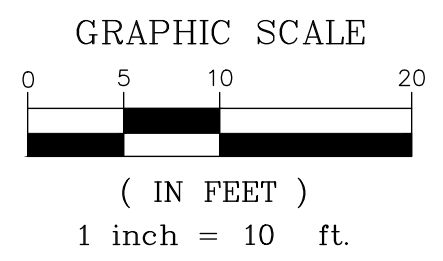
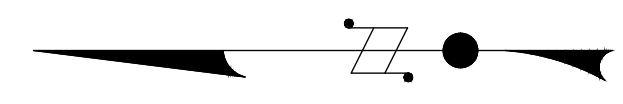
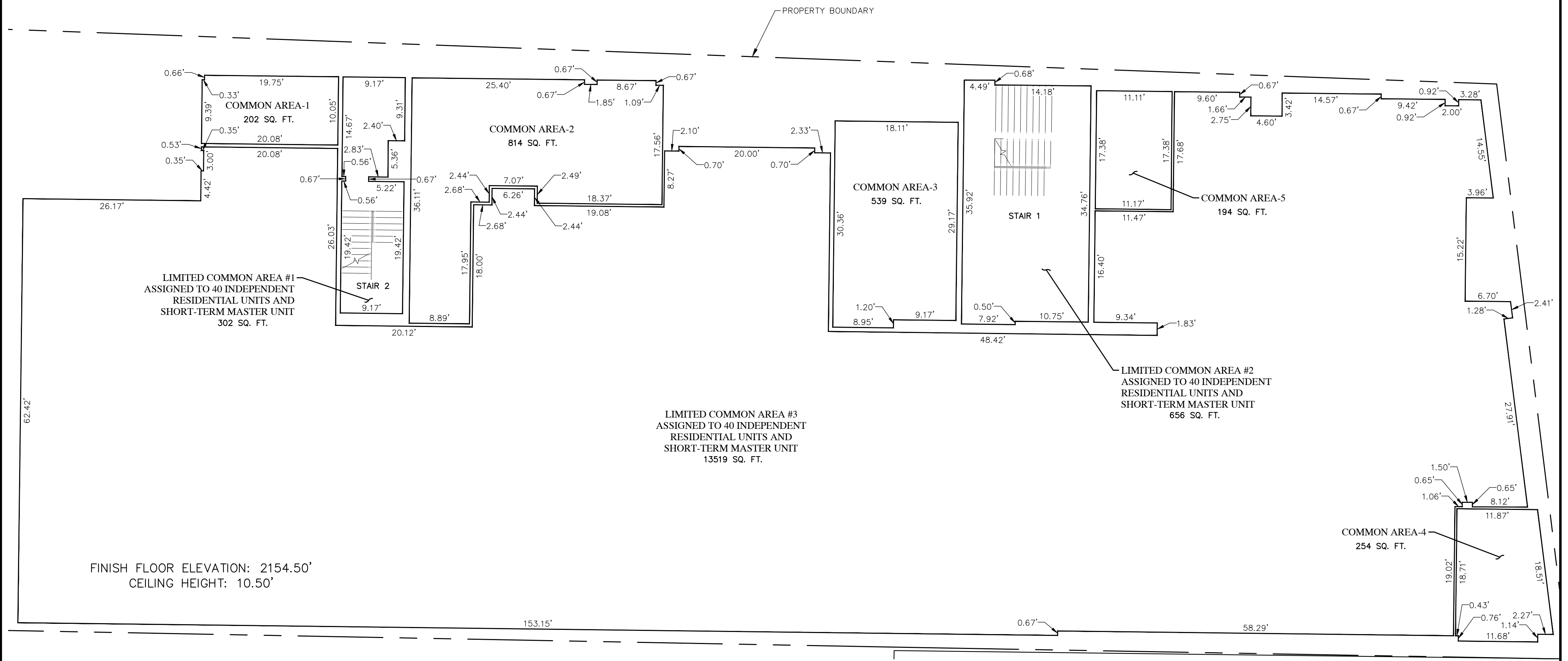
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DATE: 03-30-20
SCALE: 1" = 10'
SHEET NO:

2 OF 19

ONE LAKESIDE CONDOMINIUMS

LOT 1, BLOCK 2, MUDGE ADDITION, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 13,
TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK _____, PAGE _____
INSTRUMENT No. _____

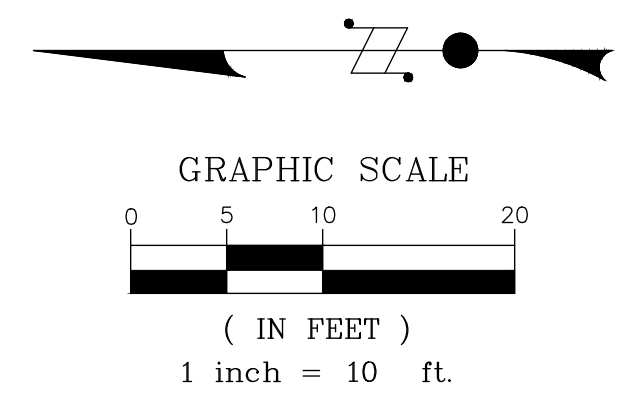
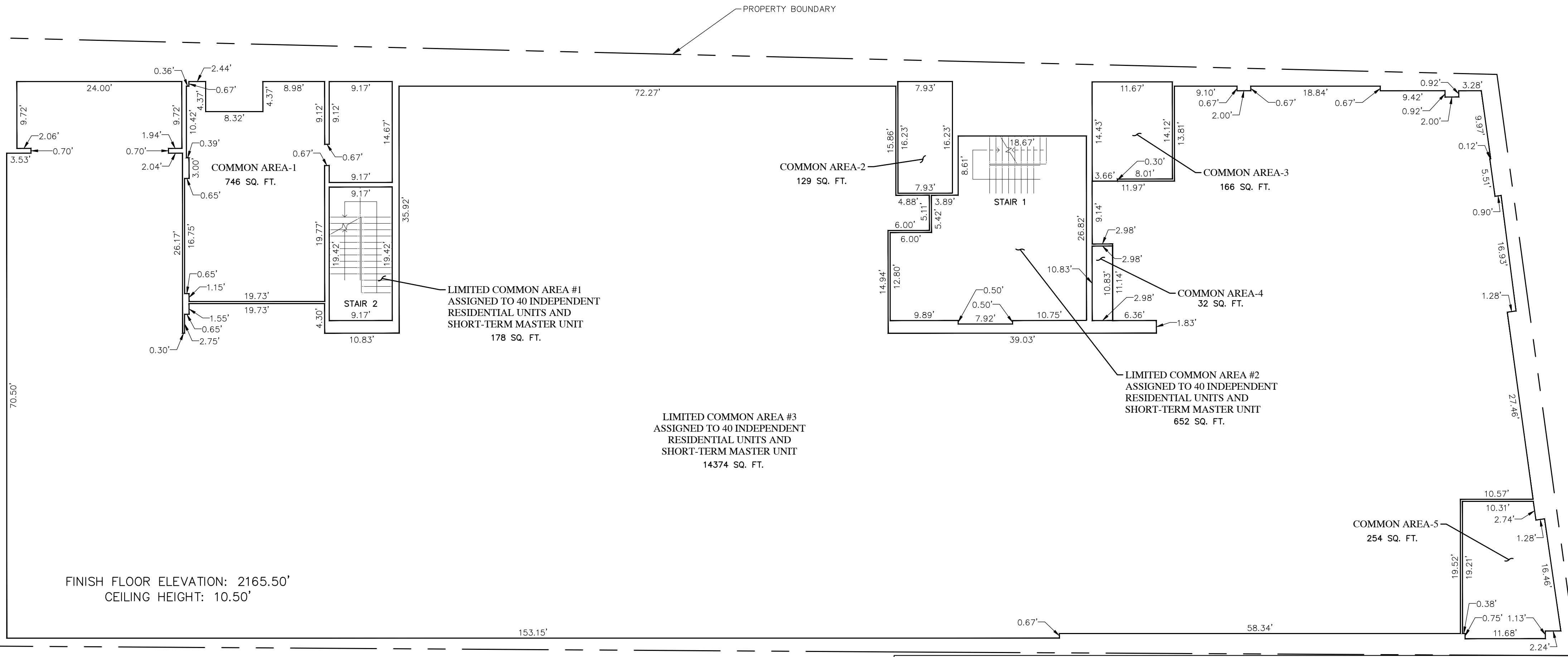


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		IN THE SW 1/4 OF SEC. 13, T.50N., R.4W., B.M., CDA, KOOTENAI COUNTY, IDAHO		

ONE LAKESIDE CONDOMINIUMS

LOT 1, BLOCK 2, MUDGE ADDITION, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 13,
TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK _____, PAGE _____
INSTRUMENT No. _____

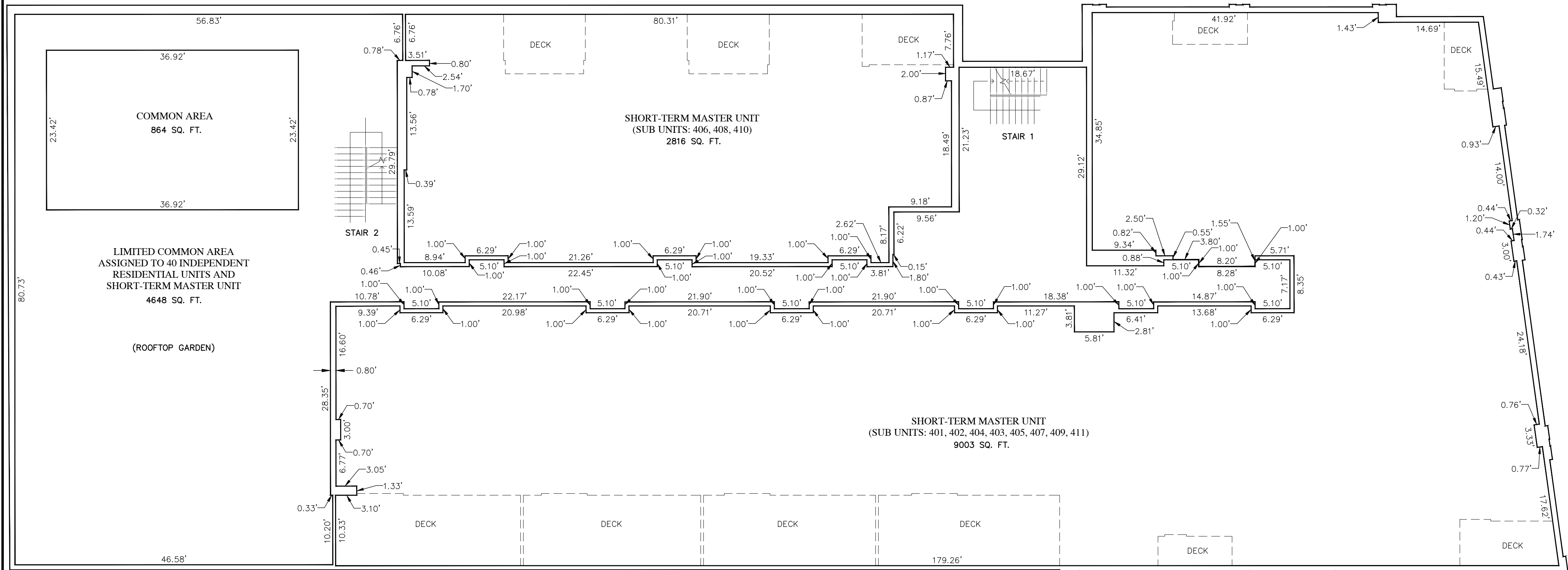


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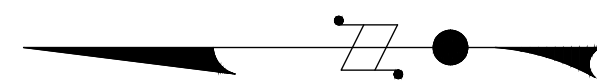
ONE LAKESIDE CONDOMINIUMS

LOT 1, BLOCK 2, MUDGE ADDITION, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 13,
TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK _____, PAGE _____
INSTRUMENT No. _____



FINISH FLOOR ELEVATION: 2176.50'
CEILING HEIGHT: 10.50'



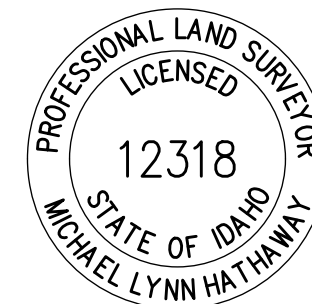
GRAPHIC SCALE



(IN FEET)
1 inch = 10 ft.

NOTES

1. THE COMBINED AREA OF THE SHORT TERM UNITS IS 11,804 SQ. FT.
2. THE LIMITED COMMON AREA DOES NOT HAVE A CEILING HEIGHT IN THE ROOFTOP GARDEN AREA AS IT IS AN OPEN AIR SPACE.



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ONE LAKESIDE CONDOS
LEVEL 4

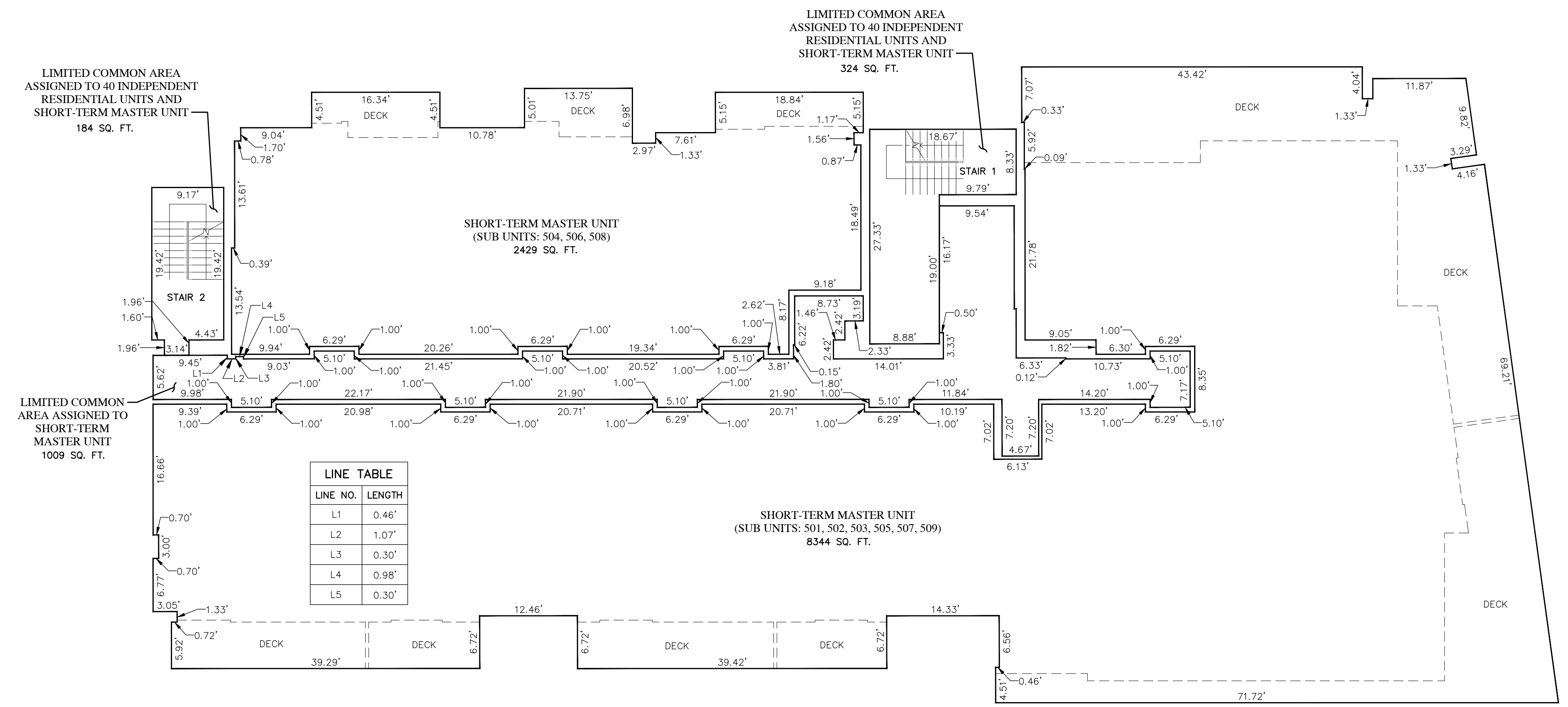
IN THE SW 1/4 OF SEC. 13,
T.50N., R.4W., B.M.,
CDA, KOOTENAI COUNTY, IDAHO

PROJECT NO.: 41111.00.2
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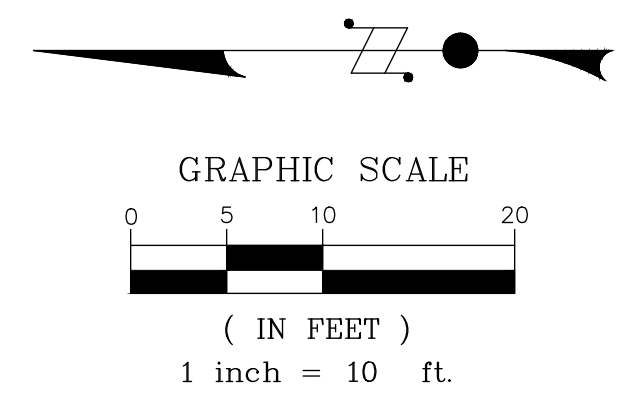
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TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK _____, PAGE _____
INSTRUMENT No. _____



FINISH FLOOR ELEVATION: 2187.50'
CEILING HEIGHT: 9.75'

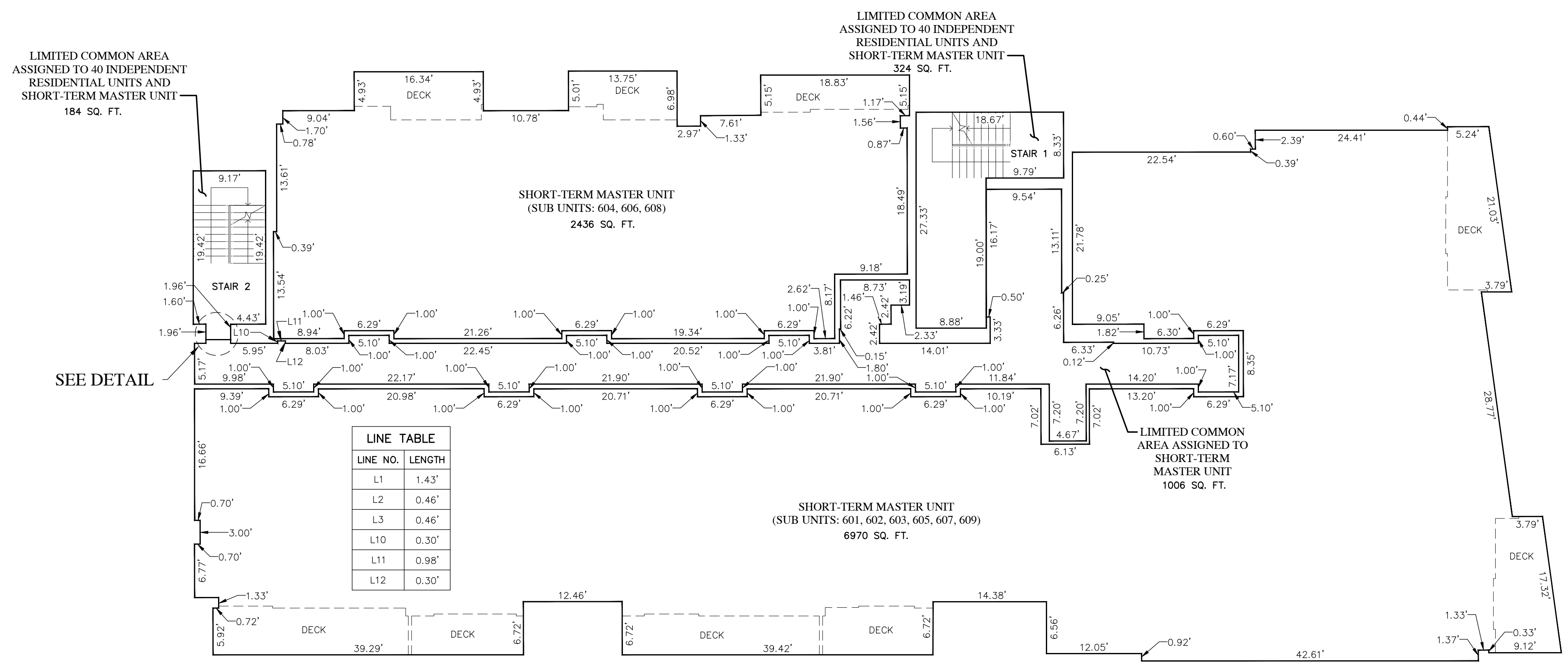


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<p>ONE LAKESIDE CONDOS LEVEL 5</p>		<p>IN THE SW 1/4 OF SEC. 13, T.50N., R.4W., B.M., CDA, KOOTENAI COUNTY, IDAHO</p>

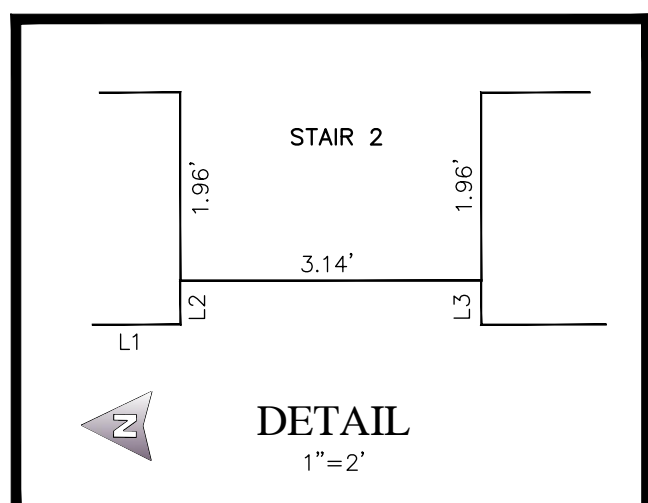
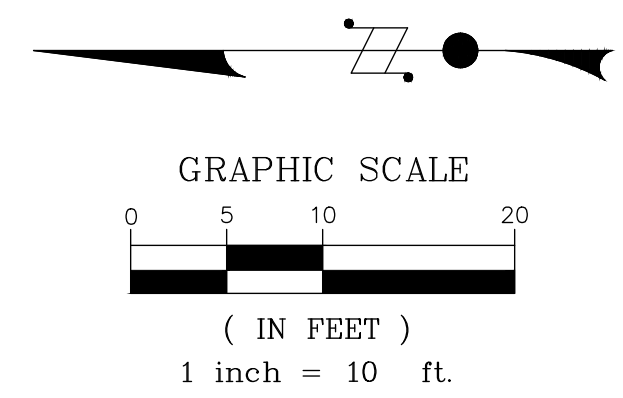
ONE LAKESIDE CONDOMINIUMS

LOT 1, BLOCK 2, MUDGE ADDITION, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 13,
TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK _____, PAGE _____
INSTRUMENT No. _____



FINISH FLOOR ELEVATION: 2198.00'
CEILING HEIGHT: 9.75'

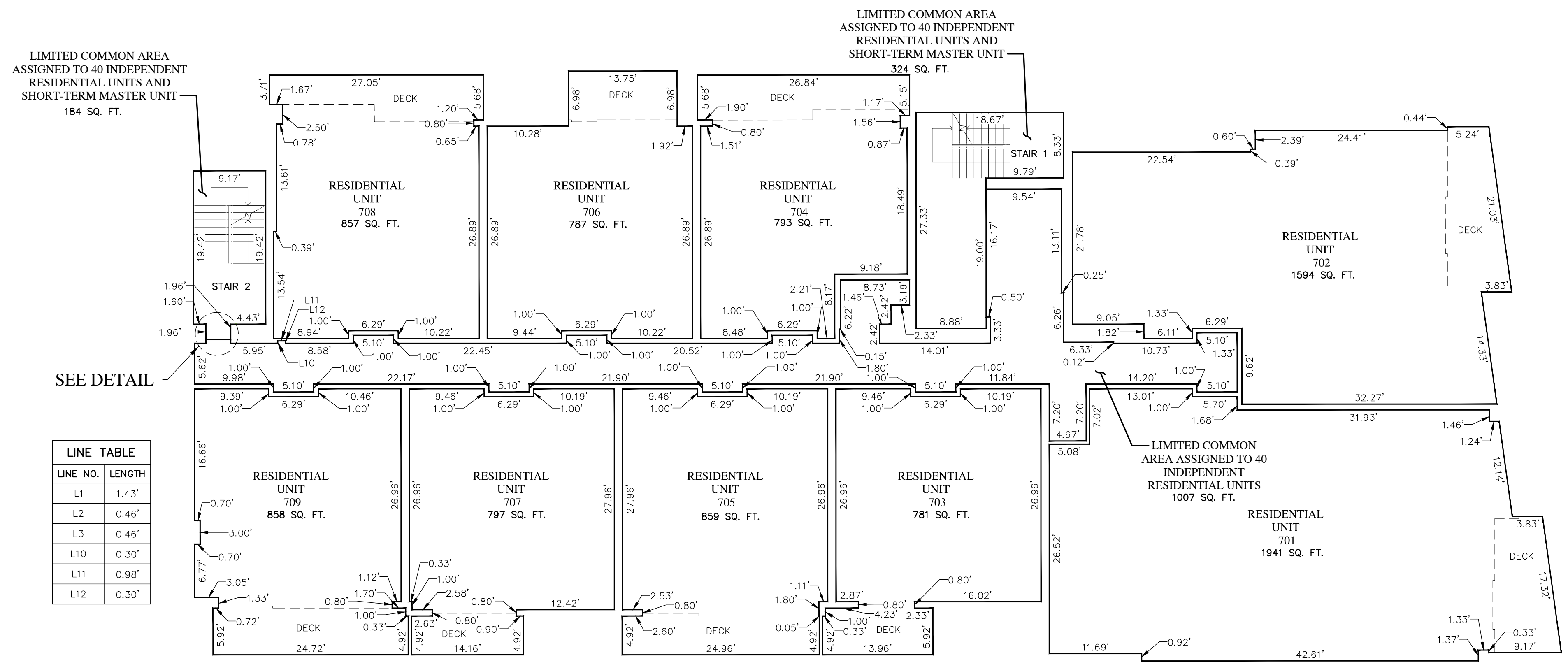


<p>www.welchcomer.com 350 E. Kathleen Ave. Coeur d'Alene, ID 83815</p>	<p>208-664-9382 (toll free) 877-815-5672 (fax) 208-664-5946</p>	<p>PROJECT NO.: 41111.00.2</p>	<p>ONE LAKESIDE CONDOS LEVEL 6</p>	<p>DESIGNED BY: KAF DRAWN BY: KAF CHECKED BY: MLH DWG NAME: 41111PLAT07.DWG DATE: 03-30-20 SCALE: 1"=10' SHEET NO:</p>
		<p>IN THE SW 1/4 OF SEC. 13, T.50N., R.4W., B.M., CDA, KOOTENAI COUNTY, IDAHO</p>		

ONE LAKESIDE CONDOMINIUMS

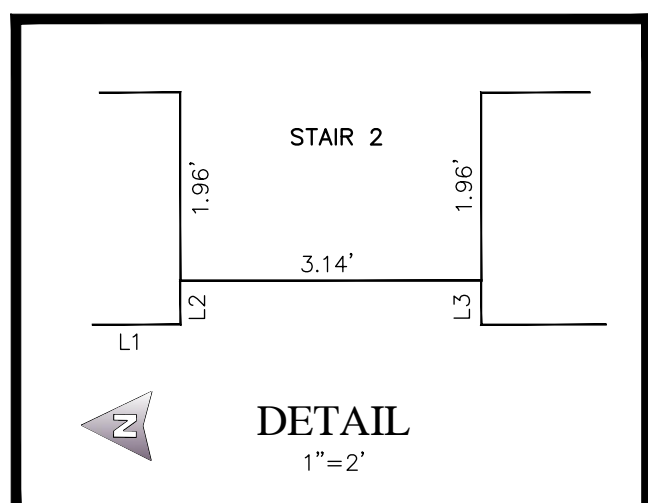
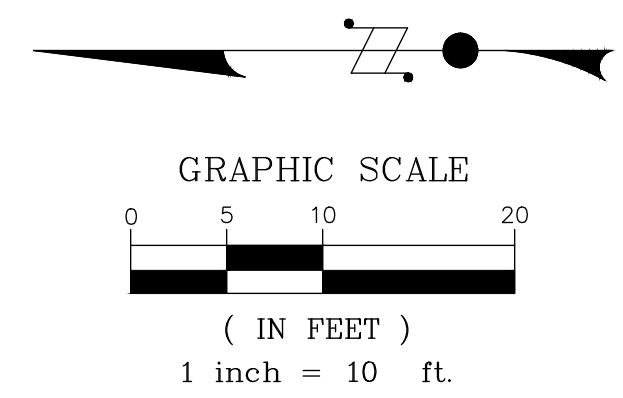
LOT 1, BLOCK 2, MUDGE ADDITION, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 13,
TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK _____, PAGE _____
INSTRUMENT No. _____



LINE TABLE	
LINE NO.	LENGTH
L1	1.43'
L2	0.46'
L3	0.46'
L10	0.30'
L11	0.98'
L12	0.30'

FINISH FLOOR ELEVATION: 2208.50'
CEILING HEIGHT: 9.75'

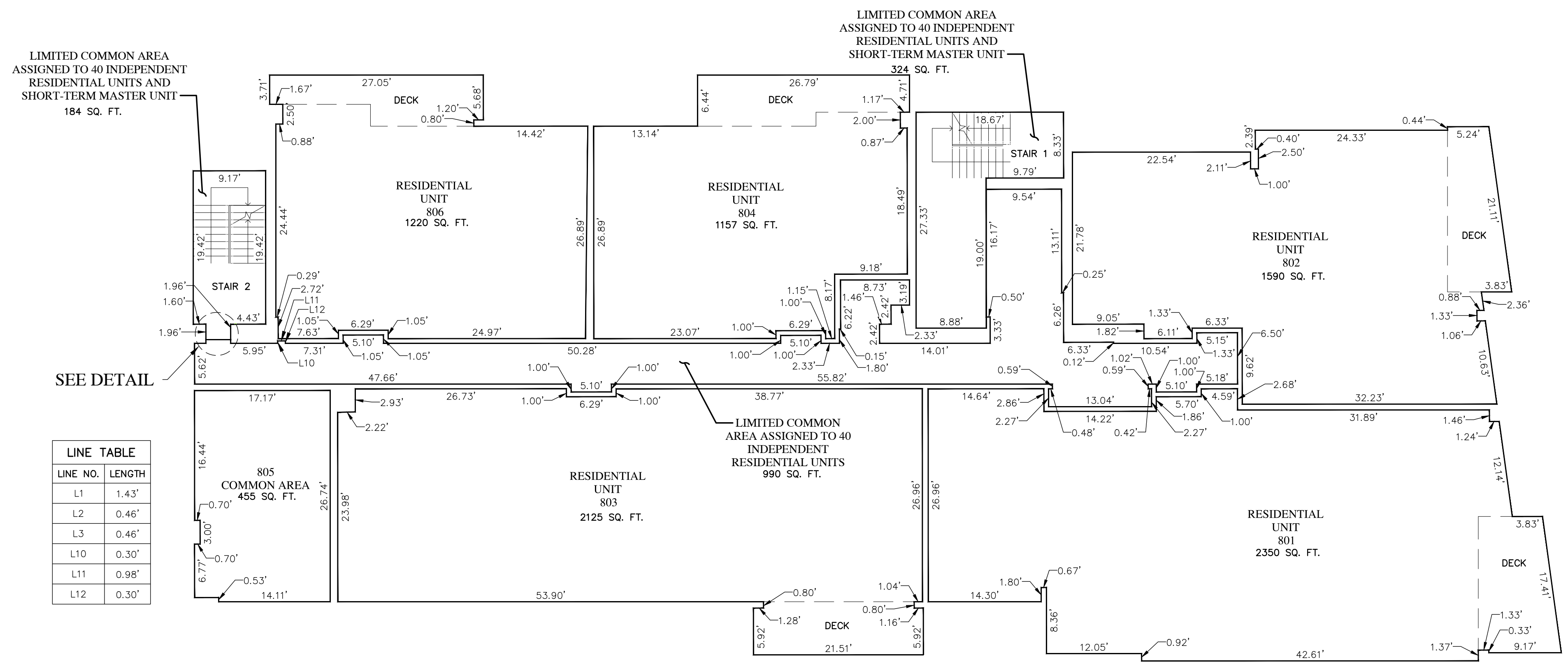


<p>www.welchcomer.com 350 E. Kathleen Ave. Coeur d'Alene, ID 83815</p>	<p>208-664-9382 (toll free) 877-815-5672 (fax) 208-664-5946</p>	<p>PROJECT NO.: 41111.00.2</p>
		<p>DESIGNED BY: KAF DRAWN BY: KAF CHECKED BY: MLH DWG NAME: 41111.PLAT08.DWG DATE: 03-30-20 SCALE: 1"=10' SHEET NO:</p>
<p>ONE LAKESIDE CONDOS LEVEL 7</p>		<p>IN THE SW 1/4 OF SEC. 13, T.50N., R.4W., B.M., CDA, KOOTENAI COUNTY, IDAHO</p>
		<p>8 OF 19</p>

ONE LAKESIDE CONDOMINIUMS

BOOK _____, PAGE _____
INSTRUMENT No. _____

LOT 1, BLOCK 2, MUDGE ADDITION, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 13,
TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



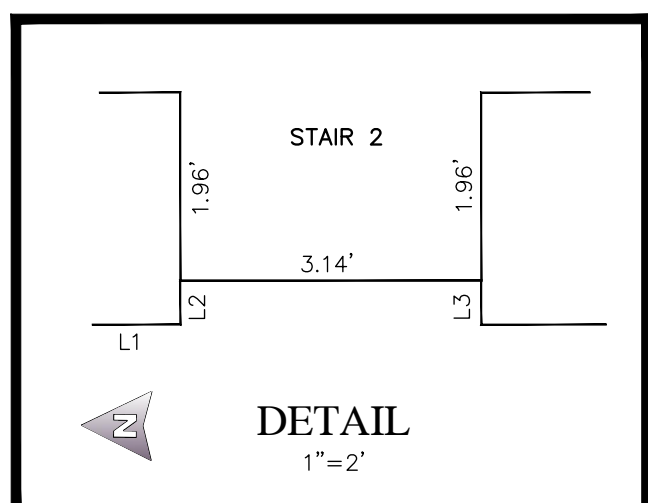
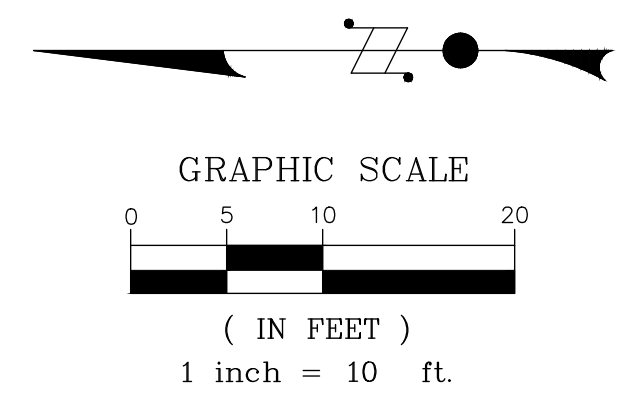
LIMITED COMMON AREA
ASSIGNED TO 40 INDEPENDENT
RESIDENTIAL UNITS AND
SHORT-TERM MASTER UNIT
184 SQ. FT.

LIMITED COMMON AREA
ASSIGNED TO 40 INDEPENDENT
RESIDENTIAL UNITS AND
SHORT-TERM MASTER UNIT
324 SQ. FT.

LIMITED COMMON AREA ASSIGNED TO 40
INDEPENDENT
RESIDENTIAL UNITS
990 SQ. FT.

LINE TABLE	
LINE NO.	LENGTH
L1	1.43'
L2	0.46'
L3	0.46'
L10	0.30'
L11	0.98'
L12	0.30'

FINISH FLOOR ELEVATION: 2219.00'
CEILING HEIGHT: 9.75'

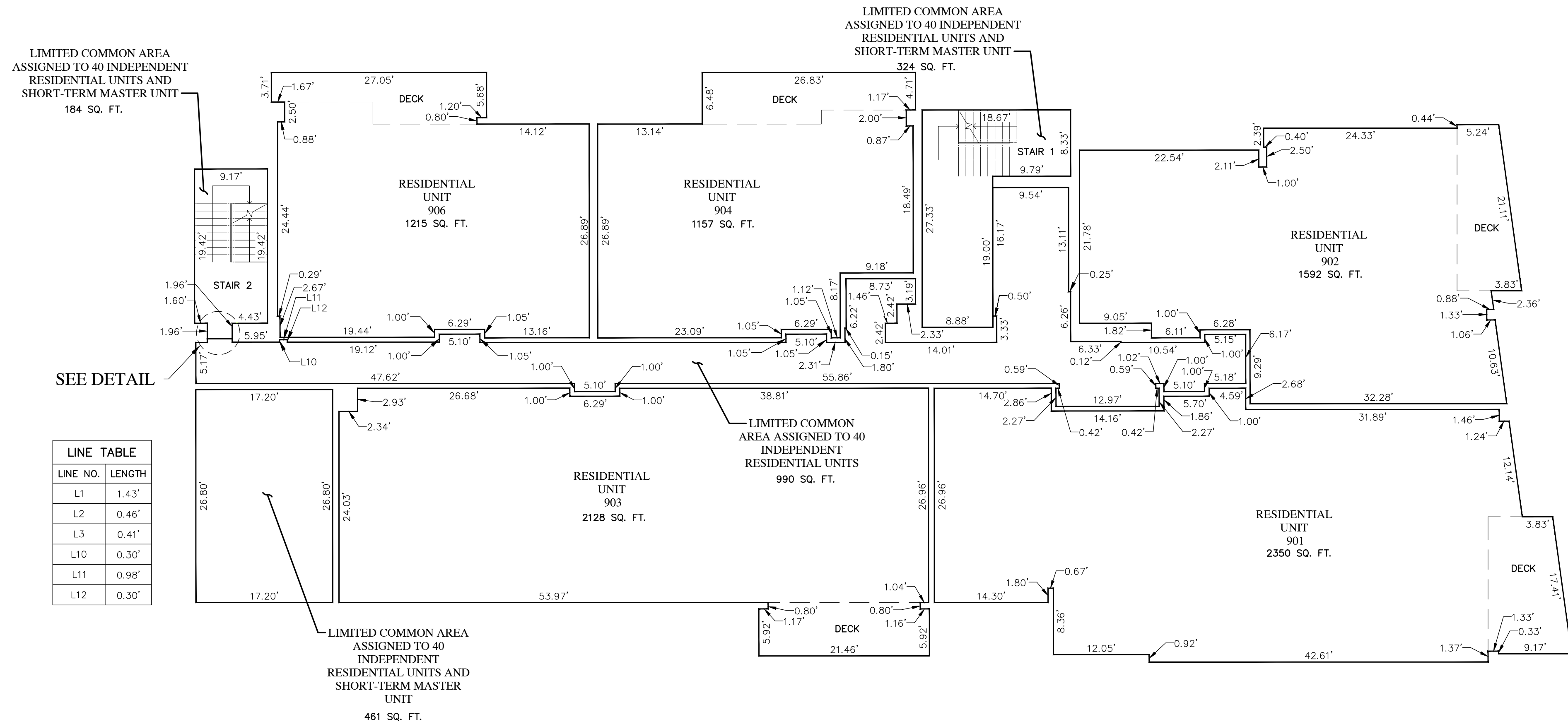


<p>www.welchcomer.com 350 E. Kathleen Ave. Coeur d'Alene, ID 83815</p>	<p>208-664-9382 (toll free) 877-815-5672 (fax) 208-664-5946</p>	<p>PROJECT NO.: 41111.00.2</p>
		<p>DESIGNED BY: KAF DRAWN BY: KAF CHECKED BY: MLH DWG NAME: 41111PLAT09.DWG DATE: 03-30-20 SCALE: 1"=10' SHEET NO:</p>
<p>ONE LAKESIDE CONDOS LEVEL 8</p>		<p>IN THE SW 1/4 OF SEC. 13, T.50N., R.4W., B.M., CDA, KOOTENAI COUNTY, IDAHO</p>
		<p>9 OF 19</p>

ONE LAKESIDE CONDOMINIUMS

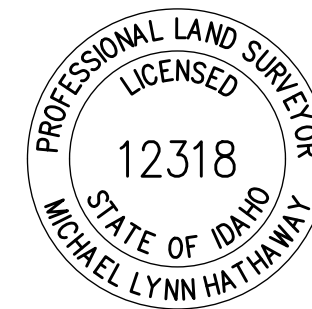
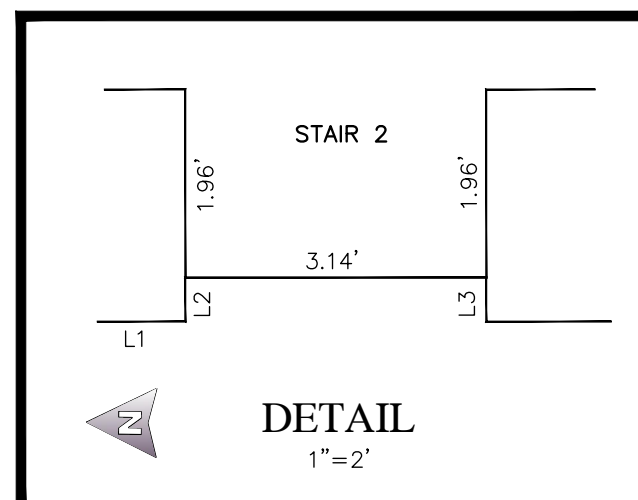
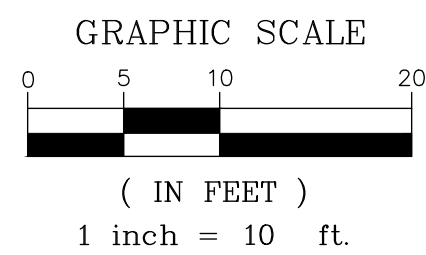
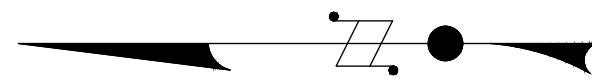
BOOK _____, PAGE _____
INSTRUMENT No. _____

LOT 1, BLOCK 2, MUDGE ADDITION, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 13,
TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



LINE TABLE	
LINE NO.	LENGTH
L1	1.43'
L2	0.46'
L3	0.41'
L10	0.30'
L11	0.98'
L12	0.30'

FINISH FLOOR ELEVATION: 2229.50'
CEILING HEIGHT: 9.75'

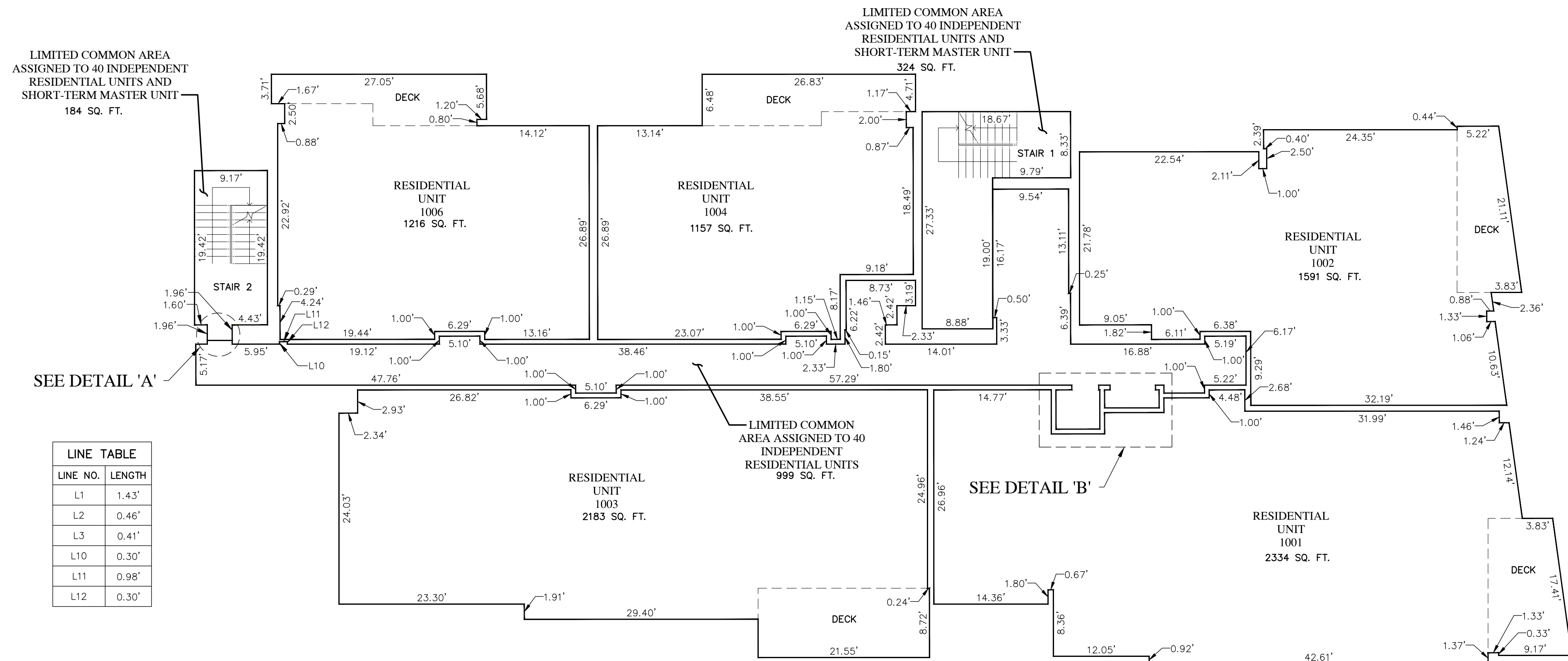


<p>www.welchcomer.com 350 E. Kathleen Ave. Coeur d'Alene, ID 83815</p>	<p>208-664-9382 (toll free) 877-815-5672 (fax) 208-664-5946</p>	<p>PROJECT NO.: 41111.00.2</p>
		<p>DESIGNED BY: KAF DRAWN BY: KAF CHECKED BY: MLH DWG NAME: 41111PLAT0.DWG DATE: 03-30-20 SCALE: 1"=10' SHEET NO:</p>
<p>ONE LAKESIDE CONDOS LEVEL 9</p>		<p>IN THE SW 1/4 OF SEC. 13, T.50N., R.4W., B.M., CDA, KOOTENAI COUNTY, IDAHO</p>
		<p>10 OF 19</p>

ONE LAKESIDE CONDOMINIUMS

LOT 1, BLOCK 2, MUDGE ADDITION, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 13,
TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK _____, PAGE _____
INSTRUMENT No. _____

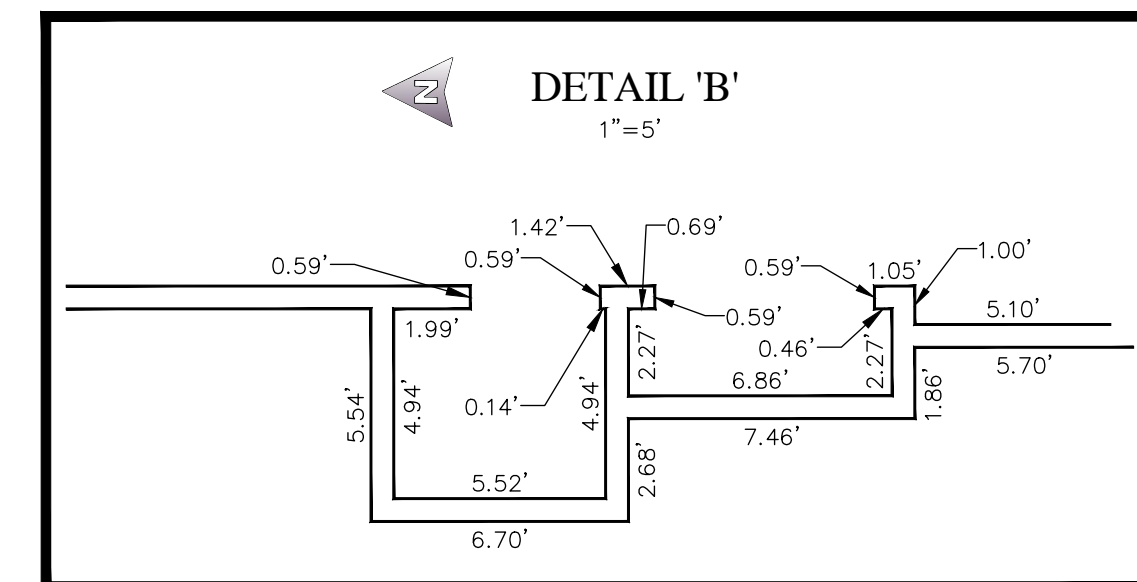
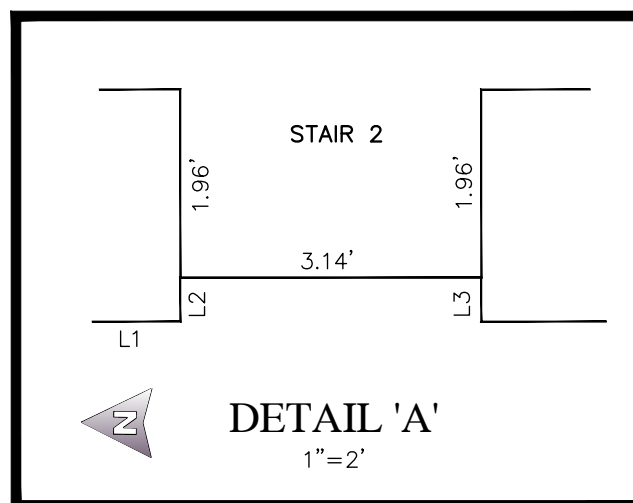
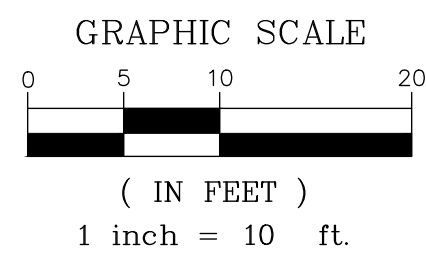
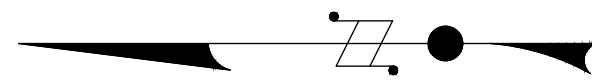


SEE DETAIL 'A'

SEE DETAIL 'B'

LINE TABLE	
LINE NO.	LENGTH
L1	1.43'
L2	0.46'
L3	0.41'
L10	0.30'
L11	0.98'
L12	0.30'

FINISH FLOOR ELEVATION: 2240.00'
CEILING HEIGHT: 9.75'



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Coeur d'Alene, ID 83815 (fax) 208-664-5946

ONE LAKESIDE CONDOS
LEVEL 10

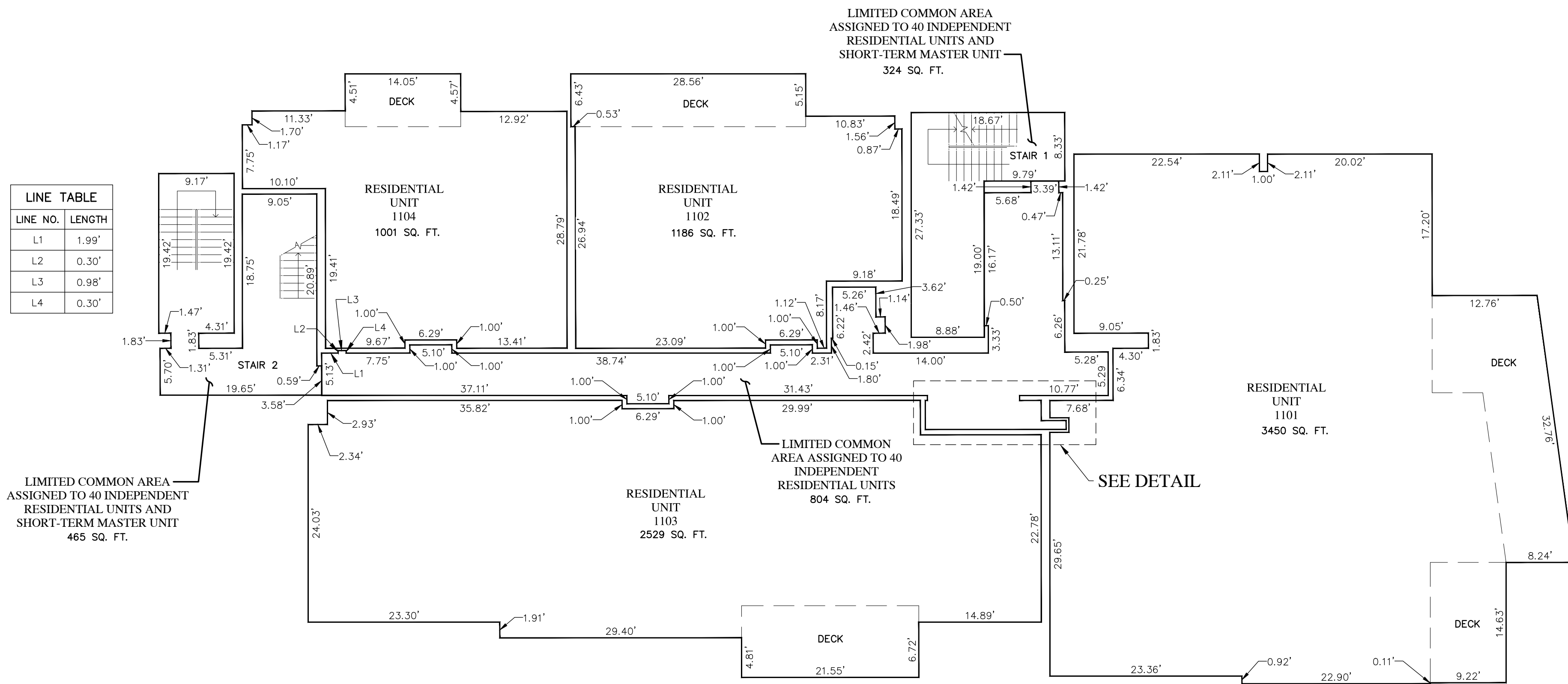
IN THE SW 1/4 OF SEC. 13,
T.50N., R.4W., B.M.,
CDA, KOOTENAI COUNTY, IDAHO

PROJECT NO.: 41111.00.2
DESIGNED BY: KAF
DRAWN BY: KAF
CHECKED BY: MLH
DWG NAME: 41111PLAT1.DWG
DATE: 03-30-20
SCALE: 1"=10'
SHEET NO:

ONE LAKESIDE CONDOMINIUMS

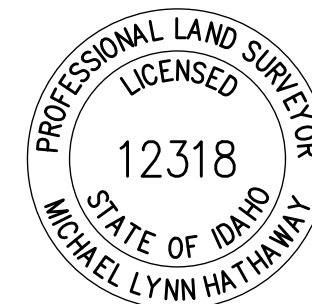
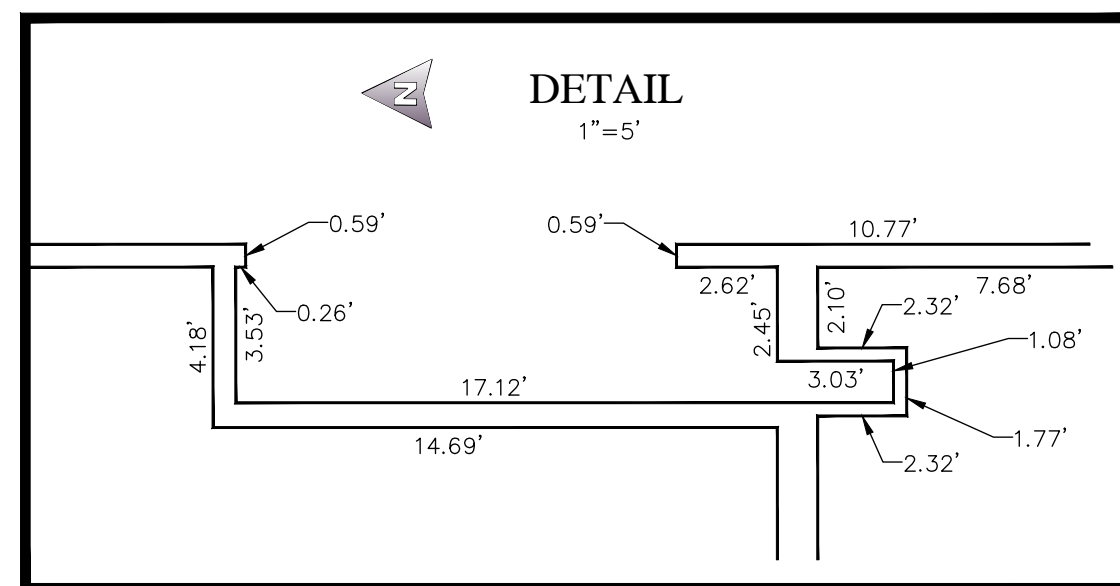
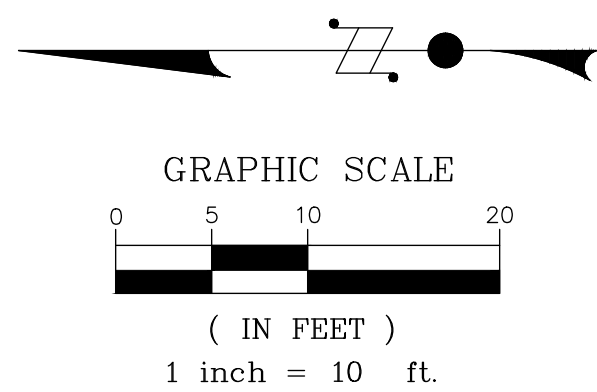
LOT 1, BLOCK 2, MUDGE ADDITION, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 13,
TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK _____, PAGE _____
INSTRUMENT No. _____



LINE NO.	LENGTH
L1	1.99'
L2	0.30'
L3	0.98'
L4	0.30'

FINISH FLOOR ELEVATION: 2250.50'
CEILING HEIGHT: 10.00'

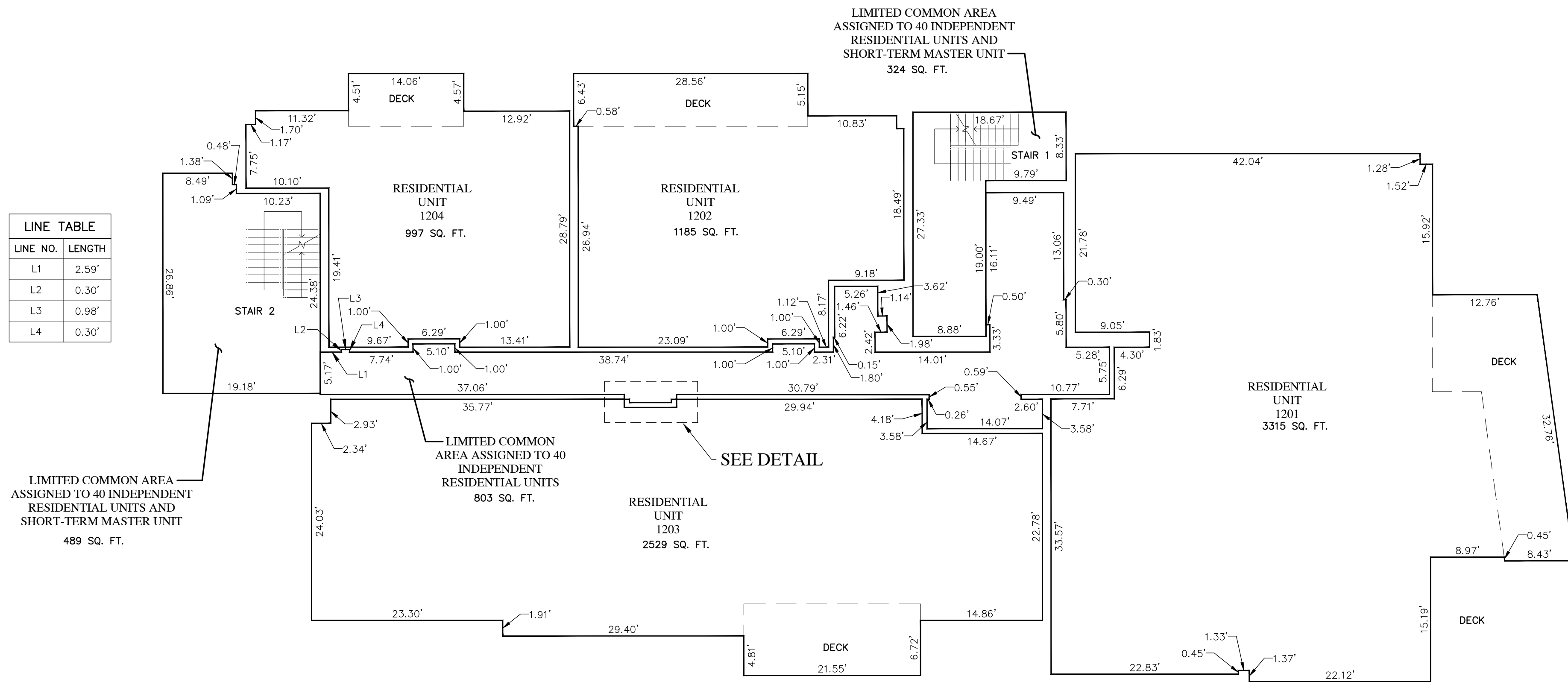


<p>WELCH-COMER ENGINEERS & SURVEYORS</p> <p>www.welchcomer.com 350 E. Kathleen Ave. Coeur d'Alene, ID 83815</p>	<p>208-664-9382 (toll free) 877-815-5672 (fax) 208-664-5946</p>	<p>PROJECT NO.: 41111.00.2</p>
		<p>DESIGNED BY: KAF DRAWN BY: KAF CHECKED BY: MLH DWG NAME: 41111PLAT12.DWG DATE: 03-30-20 SCALE: 1"=10' SHEET NO:</p>
<p>ONE LAKESIDE CONDOS LEVEL 11</p>		<p>IN THE SW 1/4 OF SEC. 13, T.50N., R.4W., B.M., CDA, KOOTENAI COUNTY, IDAHO</p>
		<p>12 OF 19</p>

ONE LAKESIDE CONDOMINIUMS

LOT 1, BLOCK 2, MUDGE ADDITION, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 13,
TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK _____, PAGE _____
INSTRUMENT No. _____



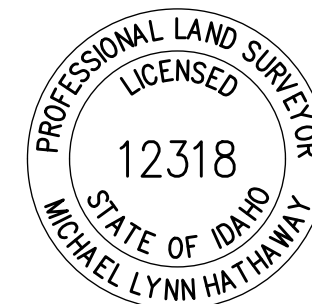
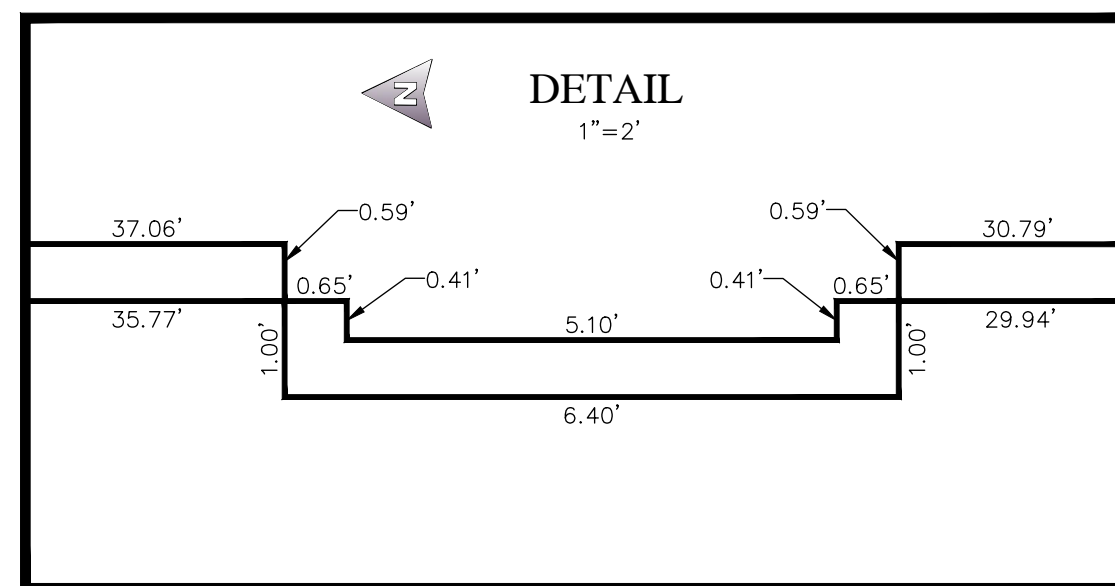
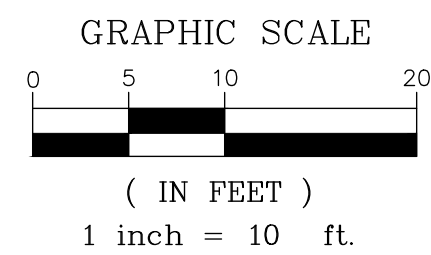
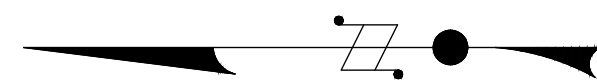
LINE TABLE	
LINE NO.	LENGTH
L1	2.59'
L2	0.30'
L3	0.98'
L4	0.30'

LIMITED COMMON AREA
ASSIGNED TO 40 INDEPENDENT
RESIDENTIAL UNITS AND
SHORT-TERM MASTER UNIT
489 SQ. FT.

LIMITED COMMON AREA
ASSIGNED TO 40 INDEPENDENT
RESIDENTIAL UNITS
803 SQ. FT.

SEE DETAIL

FINISH FLOOR ELEVATION: 2261.25'
CEILING HEIGHT: 10.0'



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Coeur d'Alene, ID 83815 (fax) 208-664-5946

ONE LAKESIDE CONDOS
LEVEL 12

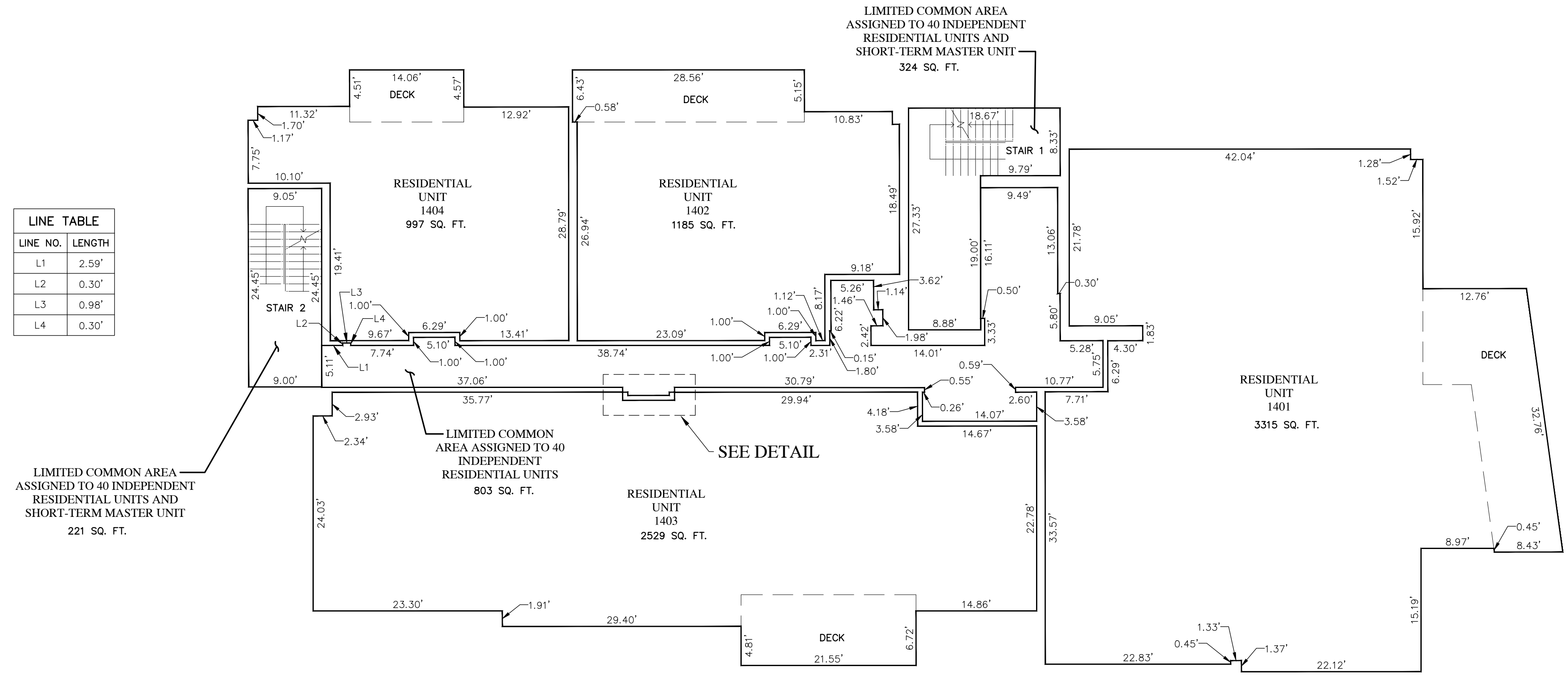
IN THE SW 1/4 OF SEC. 13,
T.50N., R.4W., B.M.,
CDA, KOOTENAI COUNTY, IDAHO

PROJECT NO.: 41111.00.2
DESIGNED BY: KAF
DRAWN BY: KAF
CHECKED BY: MLH
DWG NAME: 41111PLAT13.DWG
DATE: 03-30-20
SCALE: 1" = 10'
SHEET NO:

ONE LAKESIDE CONDOMINIUMS

LOT 1, BLOCK 2, MUDGE ADDITION, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 13,
TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK _____, PAGE _____
INSTRUMENT No. _____



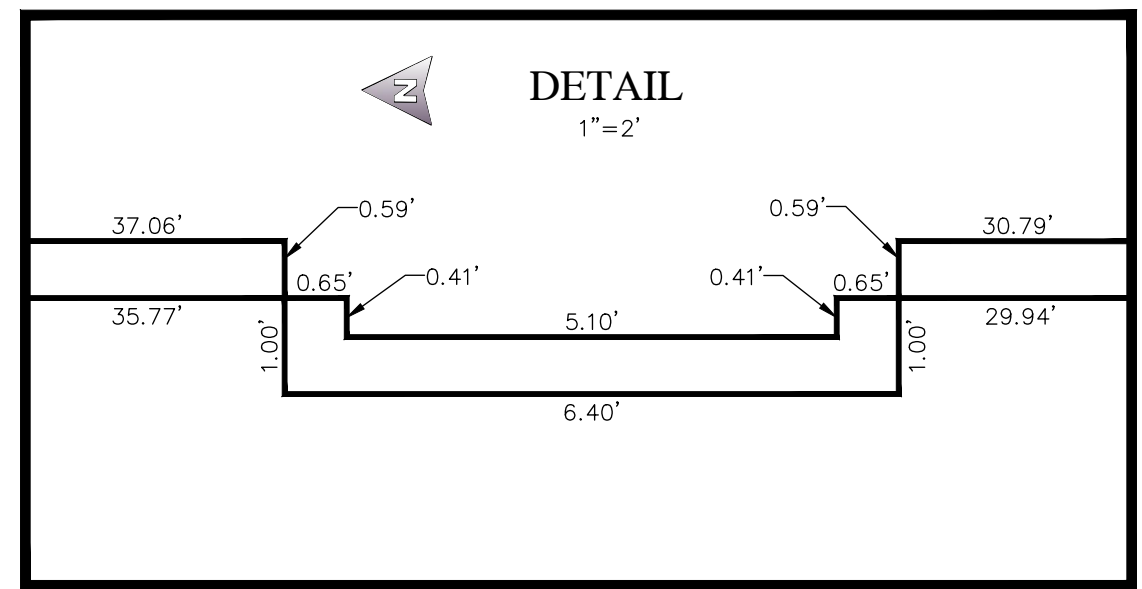
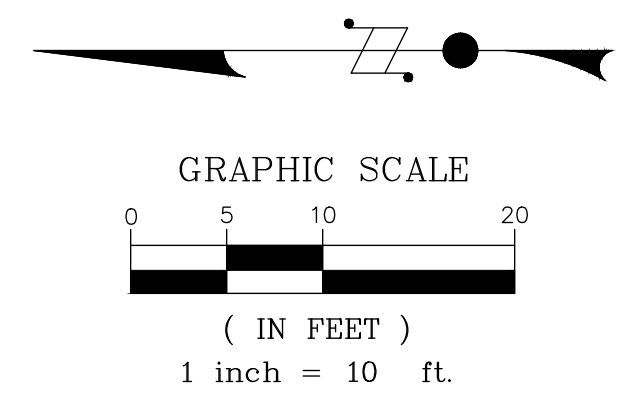
LINE TABLE	
LINE NO.	LENGTH
L1	2.59'
L2	0.30'
L3	0.98'
L4	0.30'

LIMITED COMMON AREA
ASSIGNED TO 40 INDEPENDENT
RESIDENTIAL UNITS AND
SHORT-TERM MASTER UNIT
221 SQ. FT.

LIMITED COMMON AREA
ASSIGNED TO 40 INDEPENDENT
RESIDENTIAL UNITS
803 SQ. FT.

LIMITED COMMON AREA
ASSIGNED TO 40 INDEPENDENT
RESIDENTIAL UNITS AND
SHORT-TERM MASTER UNIT
324 SQ. FT.

FINISH FLOOR ELEVATION: 2272.00'
CEILING HEIGHT: 10.0'

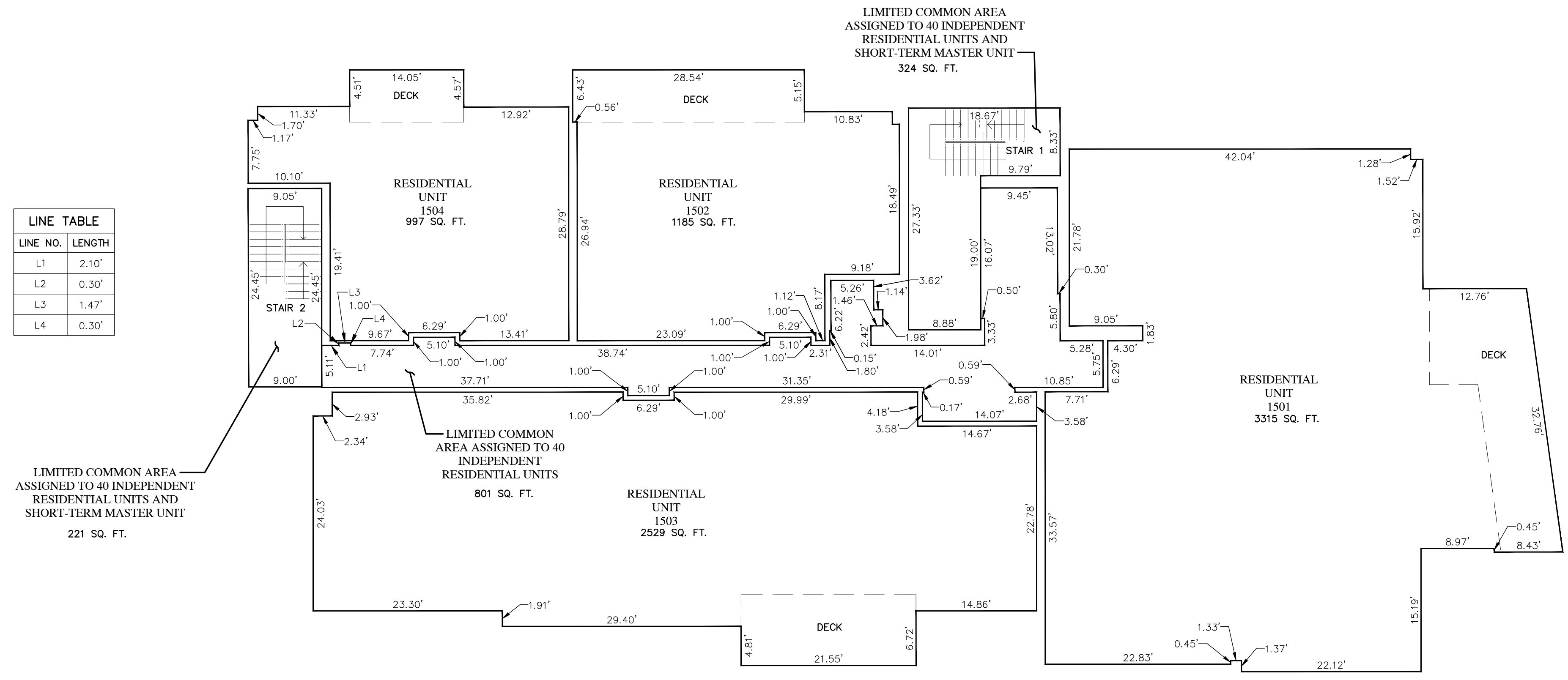


<p>www.welchcomer.com 350 E. Kathleen Ave. Coeur d'Alene, ID 83815</p>	<p>208-664-9382 (toll free) 877-815-5672 (fax) 208-664-5946</p>	<p>PROJECT NO.: 41111.00.2 DESIGNED BY: KAF DRAWN BY: KAF CHECKED BY: MLH DWG NAME: 41111PLAT14.DWG DATE: 03-30-20 SCALE: 1"=10' SHEET NO:</p>
		<p>ONE LAKESIDE CONDOS LEVEL 14</p> <p>IN THE SW 1/4 OF SEC. 13, T.50N., R.4W., B.M., CDA, KOOTENAI COUNTY, IDAHO</p>

ONE LAKESIDE CONDOMINIUMS

LOT 1, BLOCK 2, MUDGE ADDITION, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 13,
TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

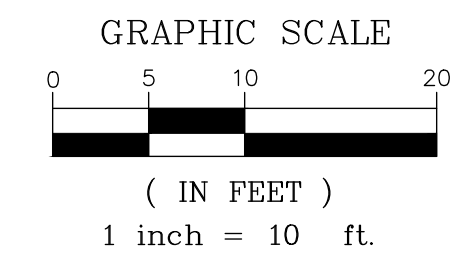
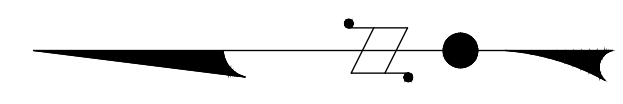
BOOK _____, PAGE _____
INSTRUMENT No. _____



LINE TABLE	
LINE NO.	LENGTH
L1	2.10'
L2	0.30'
L3	1.47'
L4	0.30'

LIMITED COMMON AREA
ASSIGNED TO 40 INDEPENDENT
RESIDENTIAL UNITS AND
SHORT-TERM MASTER UNIT
221 SQ. FT.

FINISH FLOOR ELEVATION: 2282.75'
CEILING HEIGHT: 11.0' or 12.12'



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(fax) 208-664-5946

ONE LAKESIDE CONDOS
LEVEL 15

IN THE SW 1/4 OF SEC. 13,
T.50N., R.4W., B.M.,
CDA, KOOTENAI COUNTY, IDAHO

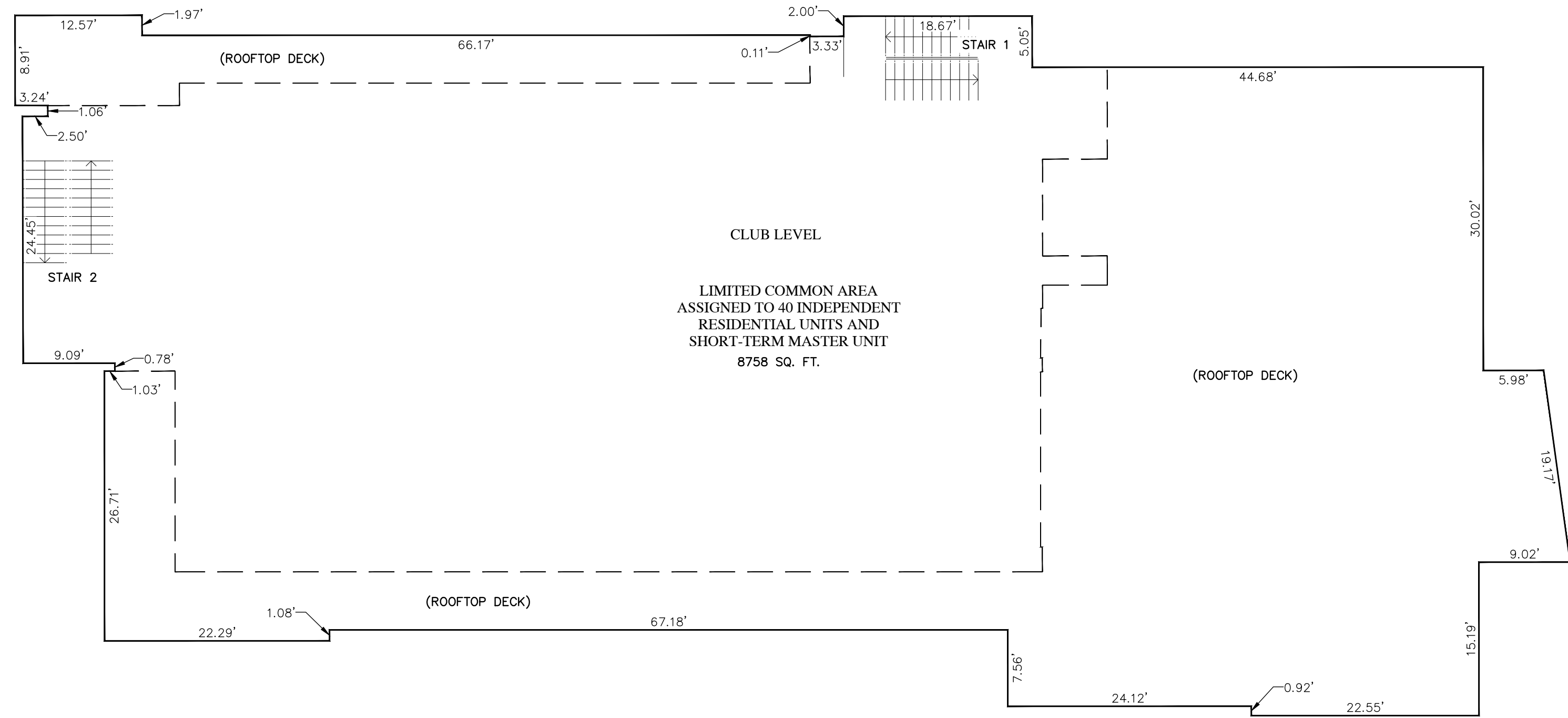
PROJECT NO.: 41111.00.2
DESIGNED BY: KAF
DRAWN BY: KAF
CHECKED BY: MLH
DWG NAME: 41111PLAT15.DWG
DATE: 03-30-20
SCALE: 1" = 10'
SHEET NO:

15 OF 19

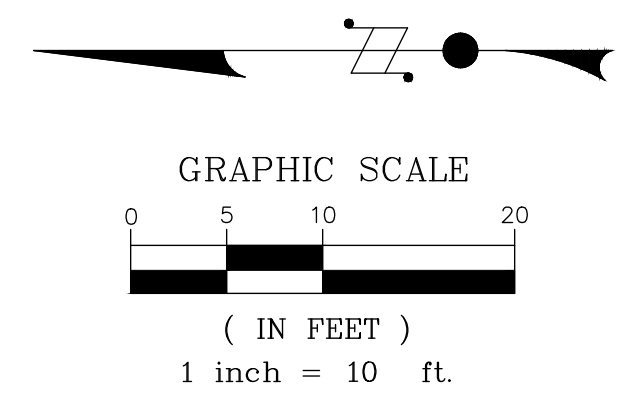
ONE LAKESIDE CONDOMINIUMS

LOT 1, BLOCK 2, MUDGE ADDITION, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 13,
TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK _____, PAGE _____
INSTRUMENT No. _____



FINISH FLOOR ELEVATION: 2295.58'
CEILING HEIGHT: 12.0'



NOTES

1. THE LIMITED COMMON AREA ASSIGNED TO 40 RESIDENTIAL UNITS AND 1 SHORT-TERM UNIT DOES NOT HAVE A CEILING HEIGHT IN THE ROOFTOP DECK AREAS AS THOSE AREAS ARE OPEN AIR SPACE.

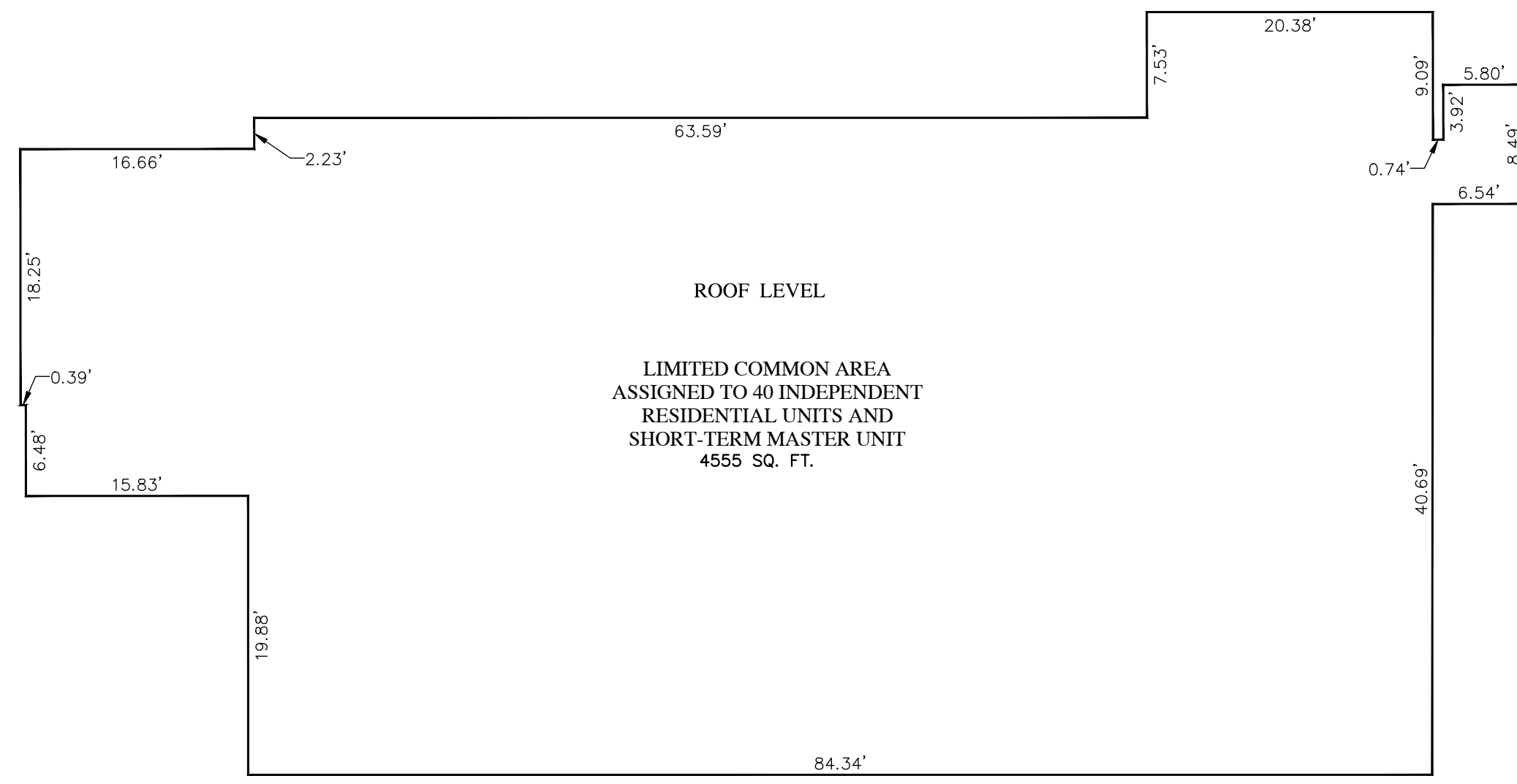


WELCH-COMER ENGINEERS & SURVEYORS www.welchcomer.com 350 E. Kathleen Ave. Coeur d'Alene, ID 83815 208-664-9382 (toll free) 877-815-5672 (fax) 208-664-5946	ONE LAKESIDE CONDOS CLUB LEVEL IN THE SW 1/4 OF SEC. 13, T.50N., R.4W., B.M., CDA, KOOTENAI COUNTY, IDAHO	PROJECT NO.: 41111.00.2 DESIGNED BY: KAF DRAWN BY: KAF CHECKED BY: MLH DWG NAME: 41111PLAT16.DWG DATE: 03-30-20 SCALE: 1" = 10' SHEET NO:
		16 OF 19

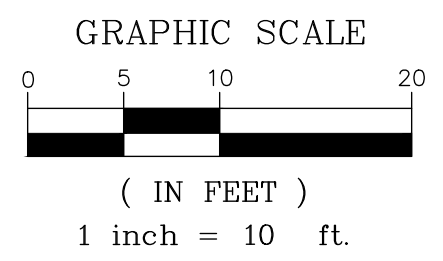
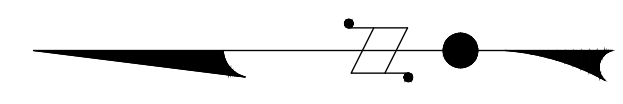
ONE LAKESIDE CONDOMINIUMS

LOT 1, BLOCK 2, MUDGE ADDITION, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 13,
TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK _____, PAGE _____
INSTRUMENT No. _____



FINISH FLOOR ELEVATION: 2308.33'
CEILING HEIGHT: N/A



WELCH-COMER ENGINEERS & SURVEYORS www.welchcomer.com 350 E. Kathleen Ave. Coeur d'Alene, ID 83815 208-664-9382 (toll free) 877-815-5672 (fax) 208-664-5946	ONE LAKESIDE CONDOS ROOF LEVEL IN THE SW 1/4 OF SEC. 13, T.50N., R.4W., B.M., CDA, KOOTENAI COUNTY, IDAHO	PROJECT NO.: 41111.00.2 DESIGNED BY: KAF DRAWN BY: KAF CHECKED BY: MLH DWG NAME: 41111PLAT17.DWG DATE: 03-30-20 SCALE: 1" = 10' SHEET NO:
		17 OF 19

ONE LAKESIDE CONDOMINIUMS

LOT 1, BLOCK 2, MUDGE ADDITION, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 13,
TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK _____, PAGE _____
INSTRUMENT No. _____

CITY COUNCIL APPROVAL

THIS PLAT IS HEREBY ACCEPTED AND APPROVED BY THE CITY COUNCIL OF COEUR D'ALENE, IDAHO, THIS _____ DAY OF _____, 2020.

COEUR D'ALENE CITY CLERK

CITY ENGINEER'S CERTIFICATE

I HEREBY ATTEST THAT THE CITY OF COEUR D'ALENE'S REQUIREMENTS FOR PUBLIC UTILITIES AND ROADWAYS HAVE BEEN MET.
DATED THIS _____ DAY OF _____, 2020.

CITY ENGINEER

PANHANDLE HEALTH DISTRICT CERTIFICATE

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13, HAVE BEEN SATISFIED BASED ON A QLPE FROM THE CITY OF COEUR D'ALENE AND APPROVAL FOR THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED BY THE DEVELOPER FOR 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.

DATE: _____ HEALTH DISTRICT SIGNATURE: _____

COUNTY RECORDER'S CERTIFICATE

THIS PLAT HAS BEEN FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO. AT THE REQUEST OF CDA HYBRID SPE, LLC. DATED THIS _____ DAY OF _____, 2020, AT _____ O'CLOCK _____M., AND WAS DULY RECORDED IN PLAT BOOK _____, PAGES _____.

INSTRUMENT No. _____

DEPUTY FOR: JIM BRANNON, COUNTY CLERK

FEE \$ _____

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 _____.
DATED THIS _____ DAY OF _____, 2020.

KOOTENAI COUNTY TREASURER

COUNTY SURVEYOR'S CERTIFICATE

I HAVE EXAMINED AND CHECKED THIS PLAT, AND THE COMPUTATIONS OF SAID PLAT, AND HAVE DETERMINED THAT THE REQUIREMENTS OF THE IDAHO STATE CODE PERTAINING TO PLATS AND SURVEYS HAVE BEEN MET AND SATISFIED.

DATED THIS _____ DAY OF _____, 2020.

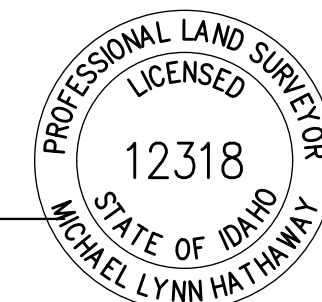
KOOTENAI COUNTY SURVEYOR



SURVEYORS CERTIFICATE

I, MICHAEL LYNN HATHAWAY, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, LICENSE NUMBER 12318, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE BY ME OR UNDER MY DIRECTION AND THAT IT IS IN CONFORMANCE WITH STATE OF IDAHO CODES.

MICHAEL LYNN HATHAWAY PLS NO. 12318



WELCH-COMER
ENGINEERS | SURVEYORS

www.welchcomer.com 208-664-9382
350 E. Kathleen Ave. (toll free) 877-815-5672
Coeur d'Alene, ID 83815 (fax) 208-664-5946

ONE LAKESIDE
CONDOMINIUMS

IN THE SW 1/4 OF SEC. 13,
T.50N., R.4W., B.M.,
CDA, KOOTENAI COUNTY, IDAHO

PROJECT NO.: 41111.00.2
DESIGNED BY: KAF
DRAWN BY: KAF
CHECKED BY: MLH
DWG NAME: 41111PLAT19.DWG
DATE: 03-30-20
SCALE:
SHEET NO:

19 OF 19

CITY COUNCIL STAFF REPORT

DATE: August 4, 2020
FROM: Dennis Grant, Engineering Project Manager
SUBJECT: **SS-20-06, Wild Waters Addition: Final Plat Approval**

DECISION POINT

Staff is requesting the following:

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

HISTORY

- a. Applicant: Logan Hurst, LSIT
Duryea and Associates
P.O. Box 7400
Spokane, WA 99207
- b. Location: South of Interstate 90 between Government Way and Highway 95.
- c. Previous Action:
 1. Preliminary plat approval, May 12, 2020

FINANCIAL ANALYSIS

There are no financial issues with this development.

PERFORMANCE ANALYSIS

This commercial development is a re-plat of two existing tax numbered lots located in Coeur d'Alene. This subdivision created two (2) lots. All 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

WILD WATERS ADDITION

KOOTENAI COUNTY RECORDER

FILED FOR RECORD THIS _____ DAY OF _____, 2020
 AT _____ AM/PM. IN BOOK _____ OF PLATS
 PAGES _____
 INSTRUMENT NO. _____ FEE _____

OWNER'S CERTIFICATE

BE IT KNOWN THAT GOVERNMENT WAY COEUR D'ALENE HOTEL, LLC, AS THE PARTY THAT OWNS THE LAND SHOWN AS DESCRIBED HEREIN HAS CAUSED THE SAME TO BE DIVIDED INTO LOTS AND BLOCKS AS SHOWN ON THIS PLAT TO BE KNOWN AS "WILD WATERS ADDITION", AND THAT IT IS ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF COEUR D'ALENE, COUNTY OF KOOTENAI, STATE OF IDAHO, DESCRIBED AS FOLLOWS:

PARCEL 1:

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 50 NORTH, RANGE 4 WEST, B.M., KOOTENAI COUNTY, STATE OF IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 11, THENCE ALONG THE EAST LINE OF SAID SECTION 11, SOUTH 0°03' WEST, 1334.3 FEET TO A POINT ON THE EXTENDED SOUTH LINE OF HOMESTEAD AVENUE;

THENCE ALONG THE EXTENDED SOUTH LINE OF HOMESTEAD AVENUE, NORTH 89° 55' WEST, 30 FEET TO A POINT ON THE WEST LINE OF GOVERNMENT WAY AND THE TRUE POINT OF BEGINNING, BEING ALSO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL CONVEYED TO THE GENERAL TELEPHONE COMPANY OF THE NORTHWEST, IN DEED RECORDED MARCH 29, 1968, AS INSTRUMENT NO. 527124, RECORDS OF KOOTENAI COUNTY, IDAHO.;

THENCE NORTH 0°03' EAST, ALONG THE WEST LINE OF GOVERNMENT WAY 50 FEET, TO A POINT OF INTERSECTION WITH THE EXTENDED NORTH LINE OF HOMESTEAD AVENUE, BEING ALSO THE SOUTHEAST CORNER OF YATES TRACT;

THENCE ALONG THE EXTENDED NORTH LINE OF HOMESTEAD AVENUE AND THE SOUTH LINE OF THE YATES TRACT, NORTH 89° 55' WEST, 400.7 FEET TO THE SOUTHWEST CORNER OF THE YATES TRACT;

THENCE PARALLEL WITH THE EAST LINE OF SECTION 11 AND ALONG THE WEST LINE OF THE YATES TRACT, NORTH 0° 03' EAST, 259.2 FEET TO A POINT ON THE SOUTH LINE OF THE FORMER HANSEN TRACT;

THENCE ALONG THE SOUTH LINE OF THE FORMER HANSEN TRACT, NORTH 89° 56' WEST, 92.02 FEET TO THE SOUTHWEST CORNER OF THE FORMER HANSEN TRACT;

THENCE PARALLEL WITH THE EAST LINE OF SECTION 11 AND ALONG THE WEST LINE OF THE FORMER HANSEN TRACT NORTH 0° 03' EAST, 80.1 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF INTERSTATE 90; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 89°13'10" WEST, 22.61 FEET TO A CONCRETE RIGHT OF WAY MONUMENT;

THENCE SOUTHWESTERLY AND SOUTHERLY ALONG SAID RIGHT OF WAY (MISC. BOOK 34, PAGE 145), TO A POINT THAT BEARS NORTH 89°55' WEST FROM THE POINT OF BEGINNING, BEING THE NORTHWEST CORNER OF THE GENERAL TELEPHONE COMPANY'S PARCEL;

THENCE SOUTH 89°55' EAST, ALONG THE NORTH LINE OF THE GENERAL TELEPHONE COMPANY'S PARCEL 1199.05 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2:

ALL THAT PART OF THE FOLLOWING DESCRIBED LAND LYING SOUTH OF THE RIGHT OF WAY OF INTERSTATE 90: A TRACT OF LAND IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 50 NORTH, RANGE 5 WBM, KOOTENAI COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SECTION 11, 275 FEET SOUTH OF THE NORTHEAST CORNER OF SECTION 11;

THENCE RUNNING WEST, PARALLELING THE NORTH LINE OF SAID SECTION A DISTANCE OF 522.72 FEET; THENCE SOUTH, PARALLEL THE EAST LINE OF SAID SECTION A DISTANCE OF 750 FEET;

THENCE EAST, PARALLELING THE NORTH LINE OF SAID SECTION A DISTANCE OF 522.72 FEET TO THE EAST LINE OF SAID SECTION;

THENCE NORTH ALONG THE EAST LINE OF SAID SECTION A DISTANCE OF 750 FEET TO THE PLACE OF BEGINNING.

EXCEPT THE FOLLOWING:

A TRACT OF LAND IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 50 NORTH, RANGE 4 WEST BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF GOVERNMENT WAY, SAID POINT BEING SOUTH 0°03' WEST 1025 FEET AND NORTH 89°56' WEST, 30 FEET FROM THE NORTHEAST CORNER OF SECTION 11; THENCE PARALLEL WITH THE NORTH LINE OF SECTION 11, NORTH 89°56' WEST, 400.7 FEET;

PARALLEL WITH THE EAST LINE OF SECTION 11, NORTH 0°03' EAST, 78.43 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF INTERSTATE 90;

THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 89°13'10" EAST 189.5 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE SOUTH 79°56' EAST (INTERSTATE 90 PLANS SAY SOUTH 82°19'40" EAST) 214.5 FEET TO A POINT ON THE WEST LINE OF GOVERNMENT WAY; THENCE ALONG THE WEST LINE OF GOVERNMENT WAY SOUTH 0°03' WEST, 38.84 FEET TO THE POINT OF BEGINNING.

DEDICATIONS:

SAID OWNER DEDICATES A STRIP OF LAND 15 FEET IN WIDTH TO THE CITY OF COEUR D'ALENE FOR RIGHT OF WAY PURPOSES AS SHOWN ON SHEET 2.

SAID OWNER OF SAID PARCELS HEREBY RESERVES A UTILITY EASEMENT OVER AND ACROSS LOT 1 FOR THE BENEFIT OF LOT 2 AND SHOWN ON SHEET 2.

SAID OWNER OF SAID PARCELS HEREBY RESERVES AN ACCESS EASEMENT OVER AND ACROSS LOT 1 FOR THE BENEFIT OF LOT 2 AS SHOWN ON SHEET 2.

SAID OWNER OF SAID PARCELS HEREBY RESERVES A WATER LINE EASEMENT 20 FEET IN WIDTH OVER AND ACROSS LOT 2 AND LOT 1 FOR THE BENEFIT OF THE CITY OF COEUR D'ALENE AS SHOWN ON SHEET 2.

SANITARY SEWER SERVICE TO EACH LOT WILL BE PROVIDED BY THE CITY OF COEUR D'ALENE.

WATER SERVICE TO EACH LOT WILL BE PROVIDED BY THE CITY OF COEUR D'ALENE.

IN WITNESS WHEREOF I HEREBY AFFIX MY SIGNATURE THIS 20 DAY OF July, 2020.

GOVERNMENT WAY COEUR D'ALENE HOTEL, LLC

BY: _____

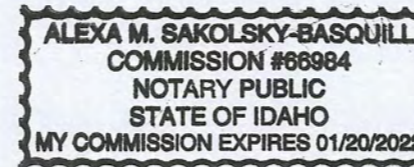
ACKNOWLEDGEMENT

STATE OF IDAHO Ada)
 COUNTY OF KOOTENAI)

ON THIS 20 DAY OF July, IN THE YEAR OF 2020, BEFORE ME, Alexa M. Sakolsky-Basquill (NOTARY'S NAME) A NOTARY PUBLIC, PERSONALLY APPEARED Jason Cole, KNOWN OR IDENTIFIED TO ME (OR PROVED TO ME ON THE OATH OF _____) TO BE THE MANAGER OR A MEMBER OF THE LIMITED LIABILITY COMPANY THAT EXECUTED THE INSTRUMENT OR THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY AND ACKNOWLEDGED TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME.

Alexa M. Sakolsky-Basquill
 NOTARY PUBLIC

MY COMMISSION EXPIRES ON 01/20/2022



COUNTY TREASURER

I HEREBY CERTIFY THIS _____ DAY OF _____, 2020, THAT THE REQUIRED TAXES ON THE HEREIN PLATTED LAND HAVE BEEN PAID THROUGH _____.

 KOOTENAI COUNTY TREASURER

CITY COUNCIL CERTIFICATE:

THIS PLAT ACCEPTED AND APPROVED BY THE CITY COUNCIL OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO.

DATED THIS _____ DAY OF _____, 2020

 CITY OF COEUR D'ALENE, CLERK

Chadwick W. Baskin PE# 10804
 CITY OF COEUR D'ALENE, CITY ENGINEER

PANHANDLE HEALTH DISTRICT

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON REVIEW BY A QLPE FROM THE CITY OF COEUR D'ALENE AND APPROVAL FOR THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR 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 S50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

DATE: 7-21-20

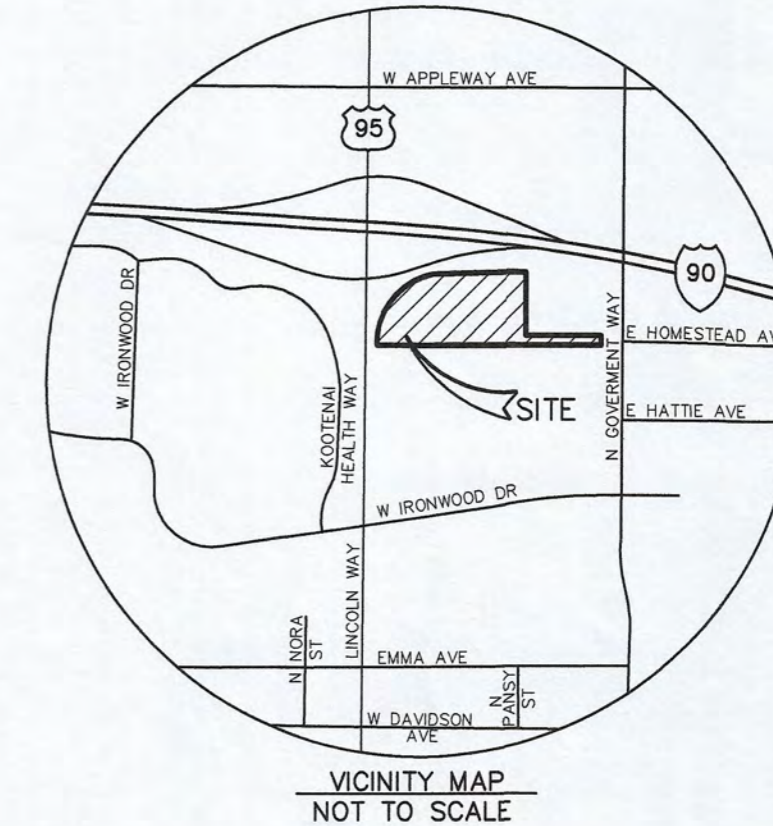
HEALTH DISTRICT SIGNATURE: Jay Loveland

COUNTY SURVEYOR

I HEREBY CERTIFY THAT ON THIS _____ DAY OF _____,

2020, I HAVE EXAMINED THIS PLAT AND APPROVE THE SAME FOR FILING.

 KOOTENAI COUNTY SURVEYOR



SURVEYORS NARRATIVE:

THE PURPOSE OF THIS SURVEY IS TO ESTABLISH TWO LOTS WITHIN THE EXISTING PROPERTY.

UTILIZING FOUND MONUMENTS FROM THE NOTED SURVEYS (R2, R3, R4) AND HOLDING DEED CALLS FROM (R1) WE ESTABLISHED THE PERIMETER OF THIS SUBDIVISION AS SHOWN ON SHEET 2.

BASIS OF BEARINGS:

THE BEARING OF NORTH 38°21'11" EAST ALONG THE CHORD OF THE RIGHT OF WAY CURVE AS SHOWN UPON THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY" RECORDED IN BOOK 3 OF MAPS, PAGE 164, KOOTENAI COUNTY RECORDS, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN UPON THIS SURVEY.

REFERENCES:

R1 STATUTORY WARRANTY DEED REDORDED AS INSTRUMENT NO. 27097900

R2 RECORD OF SURVEY RECORDED IN BOOK 3, PAGE 164

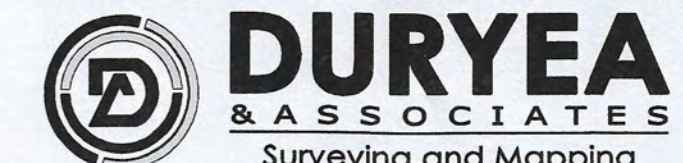
SURVEYORS CERTIFICATE

I, MITCHELL DURYEA, P.L.S. 8693, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS IS A TRUE SURVEY OF THE PLATTED LAND MADE BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT APPLICABLE CORNER RECORDS HAVE BEEN OR WILL BE FILED, IN COMPLIANCE WITH THE LAWS OF THE STATE OF IDAHO. DATED THIS 7th DAY OF FEBRUARY, 2020.

Mitchell Duryea
 PLS 8693
 Exp. 9/30/2020
 mitch@duryea-associates.com



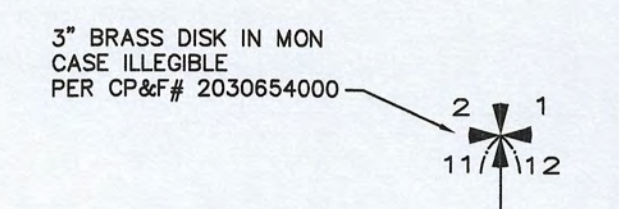
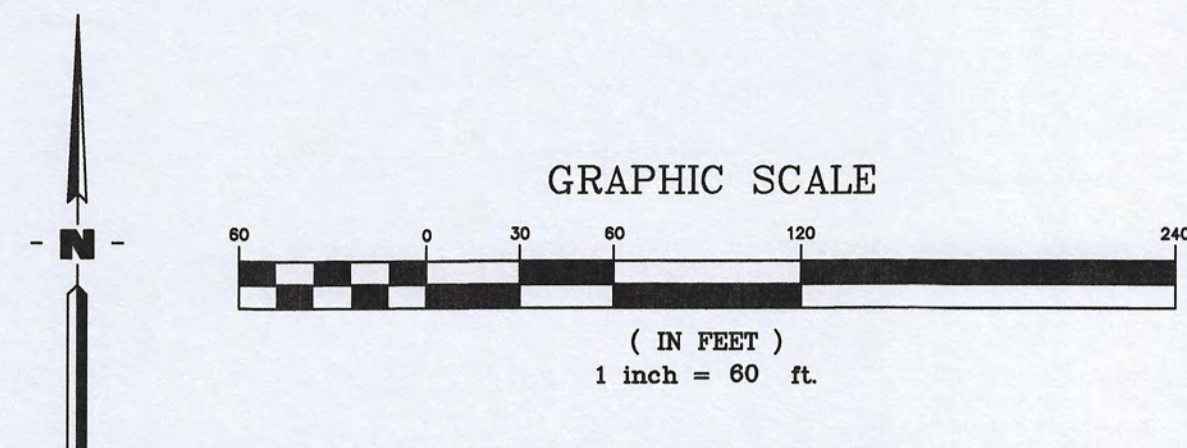
LANDS OF GOVERNMENT WAY COEUR D'ALENE HOTEL, LLC
 A PORTION OF THE NE 1/4, NE 1/4, SECTION 11,
 TOWNSHIP 50 NORTH, RANGE 4 WEST, B.M.
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO
 JANUARY, 2020
 SHEET 1 OF 2



2702 N. Perry Street Spokane, WA 99207 (509) 465-8007
 www.duryea-associates.com
 JOB NO. 18-2573

WILD WATERS ADDITION

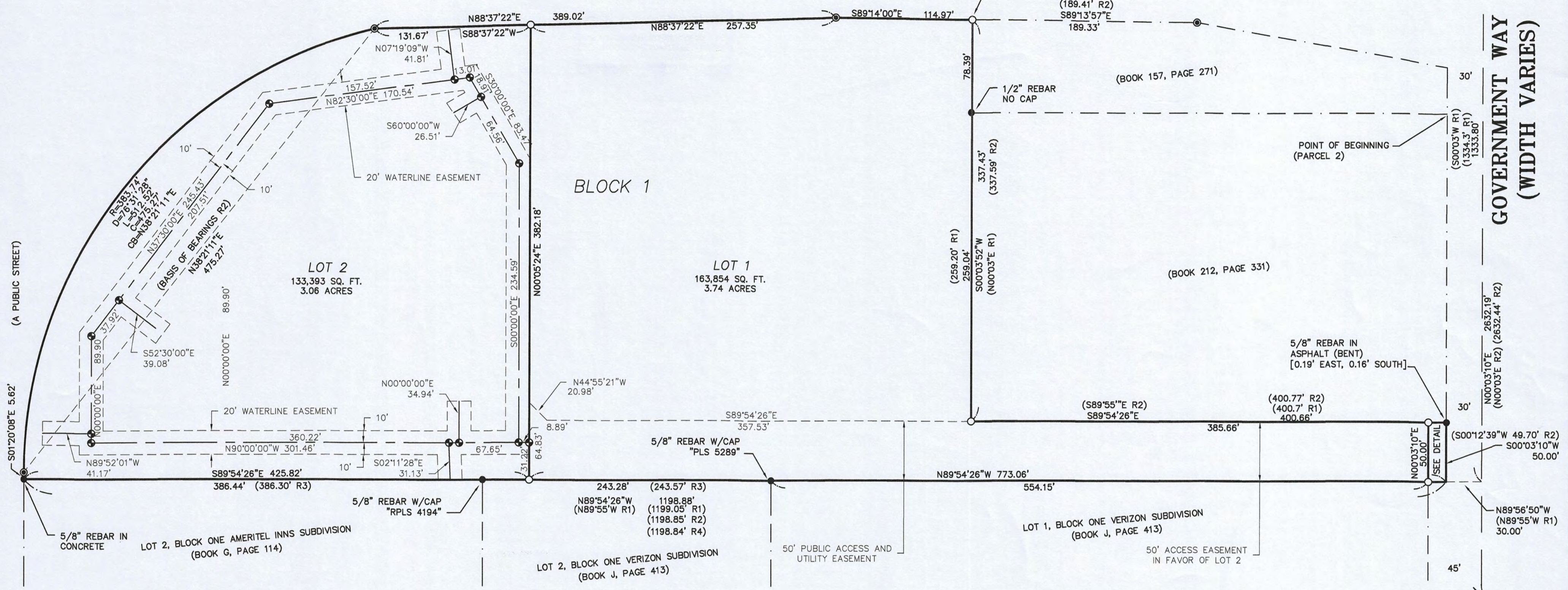
BOOK _____ OF PLATS, PAGES _____
 INSTRUMENT NO. _____



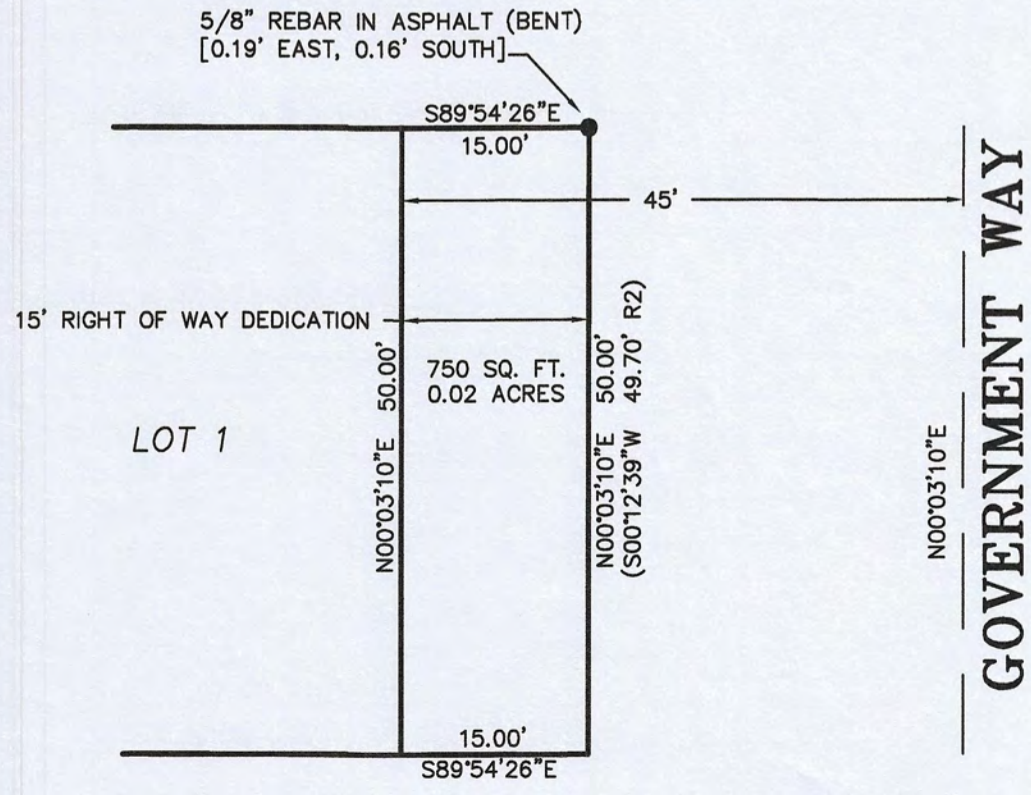
HIGHWAY 95 LINCOLN WAY (WIDTH VARIES)
 (A PUBLIC STREET)

INTERSTATE 90 (WIDTH VARIES)
 (A PUBLIC STREET)

GOVERNMENT WAY (WIDTH VARIES)



RIGHT OF WAY DEDICATION DETAIL:



LEGEND:

- PROPERTY LINE
- - - EASEMENT LINE
- - - SECTION LINE (ALSO GOVERNMENT WAY CENTERLINE)
- - - ADJOINING PROPERTY LINE
- - - CENTERLINE OF 20' WATERLINE EASEMENT
- FOUND AS NOTED
- ⊙ FOUND 3 1/2" BRASS DISK "IDAHO DOT RIGHT OF WAY"
- SET 5/8" REBAR WITH CAP MARKED "M DURYEA LS 8693"
- ⊙ MAG NAIL WITH WASHER MARKED "DURYEA LS 8693" (TO BE SET AFTER CONSTRUCTION)
- (R1) RECORD PER INSTRUMENT NO. 2709709000
- (R2) RECORD PER ROS BOOK 3, PAGE 164
- (R3) RECORD PER ROS BOOK J, PAGE 413
- (R4) RECORD PER ROS BOOK G, PAGE 114

PROFESSIONAL LAND SURVEYOR
 REGISTERED
8693
 STATE OF IDAHO
 MITCHELL DURYEA
 7-8-2020
 EXP 9-2-2020

LANDS OF GOVERNMENT WAY COEUR D'ALENE HOTEL, LLC
 A PORTION OF THE NE 1/4, NE 1/4, SECTION 11,
 TOWNSHIP 50 NORTH, RANGE 4 WEST, B.M.
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO
 JANUARY, 2020
 SHEET 2 OF 2

DURYEA & ASSOCIATES
 Surveying and Mapping
 2702 N. Perry Street Spokane, WA 99207 (509) 465-8007
 www.duryea-associates.com
 JOB NO. 18-2573

RESOLUTION NO. 20-041

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING AND APPROVING THE FOLLOWING AGREEMENTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE: A PROFESSIONAL SERVICES AGREEMENT WITH J-U-B ENGINEERS FOR THE COMPOST FACILITY'S BIOSOLIDS HOPPER RETROFIT PROJECT AT A COST OF \$88,563.00; DECLARING AS SURPLUS VARIOUS USED EQUIPMENT AND VEHICLES FROM THE STREETS AND ENGINEERING DEPARTMENT AND AUTHORIZING THE SALE OF THE SURPLUS PROPERTY AT AUCTION; AN EASEMENT AGREEMENT WITH PARK PLACE INVESTORS FOR THE CONSTRUCTION OF A STORMWATER SWALE ADJACENT TO PLAYER DRIVE TO MITIGATE FLOODING; AND REJECTION OF ALL BIDS FOR CONSTRUCTION OF THE FIRE BOAT GARAGE, A DECLARATION THAT IT WOULD BE MORE ECONOMICAL TO CONTRACT FOR THE PROJECT ON THE OPEN MARKET, AND AUTHORIZATION FOR STAFF TO NEGOTIATE WITH A CONTRACTOR OR CONTRACTORS FOR A CONTRACT WITHIN THE AVAILABLE BUDGET.

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

- A) A Professional Services Agreement with J-U-B Engineers for the Compost Facility's biosolids Hopper Retrofit project at a cost of \$88,563.00;
- B) Declaration as surplus various used equipment and vehicles from the Streets and Engineering Department, and authorization for the sale of the surplus property at auction;
- C) An Easement Agreement with Park Place Investors for the construction of a stormwater swale adjacent to Player Drive to mitigate flooding;
- D) Rejection of All Bids for construction of the Fire Boat Garage, declaration that it would be more economical to contract for the project on the open market, and authorization for staff to negotiate with a contractor or contractors for a contract within the available budget; AND

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into the agreements and take the other actions for the subject matter, as set forth in

substantially the form attached hereto as Exhibits "A" through "D" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements and the other actions, so long as the substantive provisions of the agreements and the other actions remain intact.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and they are hereby authorized to execute such agreements and other documents as may be required on behalf of the City.

DATED this 4th day of August, 2020.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

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

_____ was absent. Motion _____.

**CITY COUNCIL
STAFF REPORT**

DATE: August 4, 2020
FROM: Mike Becker, Capital Programs Manager
SUBJECT: Agreement for Professional Engineering Services with J-U-B Engineers, Inc.

DECISION POINT:

Should Council authorize the Wastewater Department (WW) to execute an agreement with J-U-B Engineers, Inc., 7825 Meadowlark Way, Coeur d'Alene, ID 83815, for Professional Services associated with the Compost Facility's Biosolids Hopper Retrofit Project at a cost of \$88,563.00.

HISTORY:

At the City's compost facility, the existing Biosolids Hopper is responsible for introducing biosolids to wood chips during compost production operations. This equipment has exceeded its term life and requires constant maintenance. The current design permits biosolids to stick and bridge over the hopper's live auger bottom. This interrupts feed operations, requiring operators to stop compost production and physically dislodge the bridged biosolids. This is time consuming and a potential safety concern.

Immediate replacement of the biosolids hopper was identified in Table 2 – Process and Equipment Needs, within the August 9, 2017, Technical Memorandum, "Compost Facility Site Visit and Evaluation". To minimize safety concerns and to improve operational efficiencies, engineered modifications are recommended for the replacement hopper. This will require Professional Engineering Design Services. Further, as design progresses, some structural analysis and additional engineering may be required. A Management Reserve fund was set up for completing this task, if needed.

FINANCIAL ANALYSIS:

Design Phase Services:	\$ 64,917
Bid Phase Services:	\$ 11,814
Construction Management Services:	To Be Determined
Management Reserve Fund:	\$ 11,832
Total:	\$ 88,536

Funding for this project including engineering services is budgeted within the current FY 2019/2020 Financial Plan in the Wastewater Operating Fund under #031-058-4353-7411. This project will likely extend into FY 2020/2021. A copy of the proposed Professional Services Contract defining the scope of work and basis of fee is attached for your review.

PERFORMANCE ANALYSIS:

In 2018, J-U-B Engineers, Inc., was ultimately vetted for providing the City of Coeur d'Alene Wastewater Department with Professional Engineering Services for up to 10 years. This was completed through an RFP process. Since J-U-B has already completed the master planning and preliminary engineering required for this project, they are uniquely qualified to perform the engineering design and bidding services for this project. Subsequently, J-U-B was selected for this project in accordance with Idaho Statute § 67-2320(4) that allows for the City to negotiate a new professional services contract for an associated or phased project. This project is a continuation of the Compost Facility Improvement Project.

DECISION POINT/RECOMMENDATION:

Council should authorize the Wastewater Department (WW) to execute an agreement with J-U-B Engineers, Inc., 7825 Meadowlark Way, Coeur d'Alene, ID 83815, for Professional Services associated with the Compost Facility's Biosolids Hopper Retrofit Project at a cost of \$88,563.00.

PROFESSIONAL SERVICES AGREEMENT

between

CITY OF COEUR D'ALENE

and

J-U-B ENGINEERS, INC.

for

THE COMPOST BIOSOLIDS HOPPER PROJECT

THIS Agreement is made and entered into this 4th day of August, 2020, between the CITY OF COEUR D'ALENE, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "City," and J-U-B Engineers, Inc., a corporation duly organized and existing in the state of Idaho, with its principal place of business at ., 7825 Meadowlark Way, Coeur d'Alene, Idaho 83815, hereinafter referred to as the "Consultant."

WITNESSETH:

Section 1. Definitions.

In this agreement:

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

B. The term "Consultant" means J-U-B Engineers, Inc., 7825 Meadowlark Way, Coeur d'Alene, Idaho 83815.

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

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

Section 3. Scope of Services.

A. The Consultant shall perform the services described in the Scope of Services attached hereto and incorporated herein by reference as Attachment "1".

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

Section 4. Personnel.

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

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

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

Section 5. Time of Performance.

The services of the Consultant shall commence upon execution of this Agreement by the Mayor and shall be completed on or before **September 30, 2021**. The period of performance may be extended for additional periods only by the mutual written agreement of the parties.

Section 6. Compensation.

A. Subject to the provisions of this Agreement, the City shall pay the Consultant a sum not to exceed **Eighty-eight thousand five hundred sixty-three dollars and no/100's (\$88,563.00)**, unless authorized in writing by the City.

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

Section 7. Method and Time of Payment.

Monthly progress payments must be submitted by the 10th of the month for work done in the previous calendar month. Partial payment shall be made by the end of each calendar month for the

work completed in the previous calendar month. Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council.

Section 8. Termination of Agreement for Cause.

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

Section 9. Termination for Convenience of City.

The City may terminate this Agreement at any time by giving thirty (30) days written notice to the Consultant of such termination and specifying the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Section 8 above shall, at the option of the City, become its property. The Consultant shall be entitled to receive compensation not to exceed the amount reasonably billed for work actually done and expenses reasonably incurred as of the effective date of the termination.

Section 10. Modifications.

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

Section 11. Equal Employment Opportunity.

A. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, sexual orientation and/or gender identity/expression. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, sexual orientation and/or gender identity/expression. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The

Consultant agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin, sexual orientation and/or gender identity/expression. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each sub-consultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

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

Section 12. Interest of Members of City and Others.

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

Section 13. Assignability.

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

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

Section 14. Interest of Consultant.

The Consultant covenants that neither it nor its owners or officers presently have an interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that, in the performance of this Agreement, no person having any such interest shall be employed.

Section 15. Findings Confidential.

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

Section 16. Publication, Reproduction and Use of Materials.

No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. Consultant shall provide copies of such work products to the City upon request. City may make and retain copies of Documents for information and reference in connection with use on the Project by the City. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by the Consultant, as appropriate for the specific purpose intended, will be at the City's sole risk and without liability or legal exposure to the Consultant and Consultant's sub-consultants. To the extent allowed by law, the City shall indemnify and hold harmless the Consultant and Consultant's sub-consultants from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.

Section 17. Audits and Inspection.

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

Section 18. Jurisdiction; Choice of Law.

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

Section 19. Non-Waiver.

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

Section 20. Permits, Laws and Taxes.

The Consultant shall acquire and maintain in good standing all permits, licenses and other documents necessary to its performance under this Agreement. All actions taken by the Consultant

under this Agreement shall comply with all applicable statutes, ordinances, rules, and regulations. The Consultant shall pay all taxes pertaining to its performance under this Agreement.

Section 21. Relationship of the Parties.

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

Section 22. Integration.

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

Section 23. City Held Harmless.

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

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

Section 24. Notification.

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

Section 25. Standard of Performance and Insurance.

A. Consultant shall maintain general liability insurance naming the City, its entities, and its representatives as additional insureds in the amount of at least \$500,000.00

for property damage or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for by Idaho Code 6-924.

B. In performance of professional services, the Consultant will use that degree of care and skill ordinarily exercised under similar circumstances by members of the Consultant's profession. Should the Consultant or any of the Consultants' employees be found to have been negligent in the performance of professional services from which the City sustains damage, the Consultant has obtained Errors and Omission Insurance in at least the amount of five hundred thousand dollars (\$500,000.00). The Consultant shall maintain, and furnish proof thereof, coverage for a period of two years following the completion of the project.

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

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

Section 26. Non – Discrimination.

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

A. The Consultant shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract. In addition, the Consultant shall comply with the requirements of Title 9, Chapter 9.56, Coeur d'Alene City Code.

B. The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sexual orientation, and/or gender identity/expression, in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations or discrimination prohibited by Title 9, Chapter 9.56, Coeur d'Alene City Code.

C. In all solicitations either by competitive bidding or negotiations made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the

Consultant of the Consultant's obligations under this contract and the Regulations and City Code relative to non-discrimination on the grounds of race, color, sexual orientation and/or gender identity/expression, national origin, sexual orientation, and/or gender identity/expression.

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

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

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

The Consultant shall include the provisions of paragraphs (A) through (E) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Consultant shall take such action with respect to any sub-consultant or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the Consultant may request ITD enter into such litigation to protect the interests of the state and, in addition, the Consultant may request the USDOT enter into such litigation to protect the interests of the United States.

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

CITY OF COEUR D'ALENE

J-U-B ENGINEERS, INC.

Steve Widmyer, Mayor

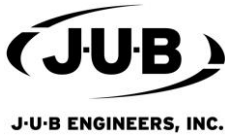
_____, President

ATTEST:

ATTEST:

Renata McLeod, City Clerk

Secretary



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

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

PROJECT NAME: Compost Facility: Biosolids Hopper Retrofit

CLIENT: City of Coeur d'Alene Wastewater Department

J-U-B PROJECT NUMBER: 20-20-035

CLIENT PROJECT NUMBER: Click or tap here to enter text.

ATTACHMENT TO:

AGREEMENT DATED: Click or tap to enter a date.; **or**

AUTHORIZATION FOR ADDITIONAL SERVICES #X; DATED: Click or tap to enter a date.

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

PART 1 - PROJECT UNDERSTANDING

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

The City of Coeur d'Alene (CLIENT) owns and operates a compost facility located at 3500 North Julia Street to treat biosolids from the Advanced Water Reclamation Facility. At CLIENT's request, J-U-B Engineers, Inc. (J-U-B) completed a Facility Evaluation technical memorandum in 2017 (2017 TM) identifying several upgrades to improve operations safety and efficiency and to expand capacity. J-U-B subsequently assisted CLIENT with a covered compost expansion project (2018-2020). The 2017 TM identifies replacement of the existing biosolids receiving hopper as a near-term priority improvement project. Operations staff use a front-end loader to deposit dewatered biosolids into the existing hopper unit. Biosolids are then conveyed via two screw conveyors in the bottom of the hopper followed by mixing with bulking media (wood chips). The existing hopper is nearing the end of its useful life and dewatered biosolids frequently bridge in the hopper. This causes an inconsistent feeding of biosolids to the mixing unit which slows productivity and requires operations staff to manually remove the bridging, creating a potential safety hazard. At CLIENT's request, this scope of work includes developing design and construction documents to replace the biosolids hopper, assisting CLIENT with bidding and award, and construction management services. The new biosolids hopper will be a live-bottom 4-screw unit located outdoors in the same approximate location as the existing unit and discharge to the existing mixing conveyor. The timeline to design, bid and construct the project is assumed to extend into CLIENT'S fiscal year 2021. This Scope of Services is separated into the following tasks and detailed in the following pages:

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

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

Task 100 Design Phase Services

***Note:** The biosolids hopper retrofit work described herein is anticipated to be a replacement project only and not a material modification as defined in IDAPA 58.01.16-010.35. If IDEQ deems the project to constitute a material modification or if the project scope changes to constitute a material modification, J-U-B may, with CLIENT's authorization, provide additional services to prepare deliverables (e.g. Preliminary Engineering Report, Operations and Maintenance Manual) as required for IDEQ review and approval.*

A. Subtask 001: Project Management

1. Set up project into J-U-B's financial and record keeping systems for document retention and project controls.

2. Regularly communicate with CLIENT about project status, budget and schedule, as project progress requires. Provide a monthly invoice including budget status. Invoices will reflect work accomplished during the billing period in accordance with contract requirements.
3. Manage J-U-B subconsultant contracts and invoicing.
4. Establish project milestones; coordinate, schedule, and manage design team throughout the design phase.

B. Subtask 002: Design Review and Coordination Meetings

1. Attend a Kick-off meeting with CLIENT to review project goals, schedule, budget, preliminary process review, and other project objectives.
2. Attend CLIENT coordination meetings to exchange information, receive progress updates and discuss other coordination with CLIENT. A total of two meetings are expected at one and a half hours each.
3. Assemble and disseminate project background information to J-U-B design team and subconsultants.
4. Conduct periodic design coordination meetings for 4 months with design team and subconsultants.
5. Conduct a Concept (30%) design review meeting with CLIENT to review the draft design drawings, status, and probable construction budget. The meeting duration is expected to be 1-1/2 hours.
6. Conduct a 90% design review meeting with CLIENT to review the draft design drawings, status, and probable construction budget. The meeting duration is expected to be 1-1/2 hours.

C. Subtask 003: Quality Assurance/ Quality Control (QA/QC) Review

1. J-U-B will conduct internal QA/QC reviews at 30% Concept, 90% and Final Bid Set for quality control and quality assurance of work items included within J-U-B's responsible charge.

D. Subtask 004: Issue Deliverables

1. Compile design drawings and submit to CLIENT in PDF format for review and approval at the following design stages: 30%, 90%, Final Bid Set. Specifications shall be submitted to CLIENT for review in PDF format at 90% and Final Bid Set milestones.

E. Subtask 005: Specifications

1. This task will commence upon CLIENT's approval of the Concept (30%) Plans.
2. Develop proposed bidding, agreement, general conditions, and related documents using the 2015 Idaho Standards for Public Works Construction (ISPWC) for review by CLIENT and CLIENT's legal counsel. Incorporate changes as requested by CLIENT for development of final documents.
3. Incorporate CLIENT standard specifications and requirements to the ISPWC Division 100 General Conditions as "Owner's Supplemental Conditions".
4. J-U-B will prepare technical specifications based on the Construction Specifications Institute 16 Division MasterFormat with modifications as appropriate.

F. Biosolids Hopper Design

1. J-U-B will perform an existing conditions site survey as necessary to prepare as-built drawings of the existing biosolids hopper, mixing conveyor, structure and facilities in the immediate vicinity of the biosolids hopper. Due to the location and arrangement of the existing facilities and planned improvements, topographic survey of all features with theodolite is not practical nor cost effective. Methods of measurement, therefore, are expected to include manual hand-held measurement devices (e.g. measuring tape, rod and level, plumb bob) with sufficient accuracy to describe the location, alignment, and connection of new and existing equipment.
2. J-U-B will compile and process the site survey data to prepare AutoCAD drawings of existing equipment and facilities.
3. Establish biosolids hopper design criteria for conveyance rate based on historical and anticipated operational information provided CLIENT.

4. Coordinate with equipment vendor to determine anticipated scope of supply, technical specifications, and design data. Evaluation of multiple manufacturers is not anticipated. The assumed basis of design is Martin Sprocket and Gear, represented by Kaman Industrial Technologies, based on preliminary solicitation by CLIENT. J-U-B shall prepare design drawings and technical specifications based on Martin Sprocket and Gear which allow or-equal manufacturers to be considered during the bidding phase.
5. J-U-B will develop one preliminary arrangement for retrofitting a new biosolids hopper at the location of the existing equipment with the same approximate discharge point into the mixing conveyors. Based on a site visit conducted with CLIENT on April 23, 2020, we understand the CLIENT's preferred equipment arrangement includes a biosolids hopper with straight sides and four live screw conveyors discharging directly into the existing mixing conveyor. It is assumed that modifications to the existing building wall that separates the biosolids hopper bin from the mixing conveyor can be completed without major modifications to the primary support elements. Additional equipment arrangements and layouts may be provided as additional services as requested by CLIENT.
6. J-U-B shall evaluate the need for demolishing and modifying existing equipment as necessary to accommodate the biosolids hopper retrofit.
7. J-U-B shall evaluate localized structural modifications to the separating wall and supports as necessary to accommodate the biosolids hopper retrofit. Structural evaluation of the building system beyond the localized point of penetration through the separating wall shall be provided as additional services if determined necessary or requested by CLIENT.
8. Concept (30%): Develop mechanical, structural and electrical plan views and sections and standard details.
9. Concept (90%): Develop mechanical, structural and electrical plan views and sections and standard details.
10. Final Design: Incorporate CLIENT comments and prepare final plans, sections, details, and specifications.
11. J-U-B will prepare a cost opinions at 90% and Final Bid Set.

G. Subtask 040: Subconsultant: Electrical Engineer

1. Electrical engineering subconsultant is anticipated to be Trindera Engineering, Inc.
2. The following assumptions are made for this work:
 - a. The power distribution system is capable of accommodating the additional electrical loads associated with the new hopper without major modifications to the utility service or power distribution system.
 - b. All functions of the new conveyors will be manually controlled.
 - c. All screw conveyors will operate at the same speed but will require forward and reversing functionality.
 - d. Due to load diversity at the facility and intermittent operation, active harmonic mitigation equipment is not required.
 - e. The new conveyor system will be wired to the existing emergency stop pushbutton on the existing motor control center.
 - f. As-built one-line drawings of the existing electrical system will be provided by CLIENT. A management contingency amount is included in Task 900 for Trindera to as-built the existing electrical system if necessary, or to provide limited additional auger control modifications following correspondence with Vendors and City Staff.

Task 150 Bid Phase Services

H. Subtask 001: Bidding and Award

1. J-U-B will prepare a Request for Statements of Qualifications (SOQs) for CLIENT's use in advertising the project for contractor pre-qualification per Idaho Category B bidding laws. The SOQ will be distributed to plan holders in electronic format on CLIENT's plan distribution website (www.cityofcdaplanroom.com).

2. J-U-B will assist CLIENT to notify potential bidders of the project, respond to bidders' questions during the pre-qualification phase, and prepare and issue addenda as required to modify the request for SOQs.
3. J-U-B will review SOQs as received, prepare SOQ summaries, review SOQs for general responsiveness, and issue a summary to the CLIENT and CLIENT's legal counsel for review and evaluation of SOQ responsiveness.
4. J-U-B will prepare a Notice for Bids for CLIENT's use in soliciting competitive bids from pre-qualified contractors in accordance with state of Idaho code.
5. J-U-B will distribute bidding documents to pre-qualified bidders via e-mail.
6. J-U-B will respond to bidders' questions during the bidding phase and prepare and issue addenda as required to modify the Bidding Documents. Up to two addenda are expected.
7. J-U-B will conduct one pre-bid meeting at CLIENT's office.
8. J-U-B will assist in bid opening, review bids as received, prepare bid summaries, review bids for general responsiveness, and issue a summary to CLIENT and CLIENT legal counsel for review and evaluation of bid responsiveness.
9. As directed by CLIENT, J-U-B will prepare a Notice of Award, draft Agreement, and Notice to Proceed for review, approval, distribution and execution by CLIENT and the successful bidder.

Task 200 Construction Management Services

I. Subtask 001 Construction Administration

1. J-U-B will prepare an additional services agreement for construction management services following award of the construction contract to the successful bidder and CLIENT's receipt of a preliminary progress schedule from the successful bidder. Successful bidder will be required to submit a preliminary progress schedule at the time of executing the contract with CLIENT.

Task 900 Management Reserve

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

J. Subtask 001: Alternative Equipment Layout

1. Provide alternative equipment layout options as requested and directed by CLIENT.

K. Subtask 002: Electrical Engineering Additional Services

1. Prepare as-built drawings of the existing electrical system.
2. Provide limited additional auger control modifications following correspondence with equipment vendors and CLIENT.

L. Subtask 003: Reserve

1. Additional tasks that may be requested by CLIENT upon mutual agreement of scope, budget and schedule.

PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

- A. **CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
 1. As-built one-line drawings of the existing electrical system.

- B. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
1. Alternative equipment layouts
 2. Evaluation of multiple equipment manufacturers
 3. Structural evaluation of building primary members
 4. Re-design or update the plans and specifications for bidding and construction in subsequent projects or years.
 5. Design to replace existing electrical equipment or facilities other than the new biosolids hopper conveyor equipment.
 6. Wireless emergency-stop controls

PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

- A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
1. For Lump Sum fees:
 - a. The portion of the Lump Sum amount billed for J-U-B's services will be based upon J-U-B's estimate of the percentage of the total services actually completed during the billing period.
 2. For Time and Materials fees:
 - a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
 - b. Client shall pay J-U-B for Reimbursable Expenses times a multiplier of 1.1
 - c. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.
 3. For Cost Plus Fixed Fees:
 - a. Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times their hourly salary rate times J-U-B's audited overhead multiplier for all services performed on the Project.
 - b. Client shall pay J-U-B a lump sum fixed fee.
 - c. Client shall pay J-U-B for Reimbursable Expenses times a multiplier of 1.1.
 - d. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.
 4. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.
- B. **Period of Service:** If the period of service for the task identified above is extended beyond 12 months, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments and extended duration of project management and administrative services.
- C. CLIENT acknowledges that J-U-B will not be responsible for impacts to the schedule by actions of others over which J-U-B has no control.
- D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
100	Design Phase Services	Lump Sum	\$64,917	Draft for CLIENT review three months following executed contract, notice to proceed, and receipt of all required data
150	Bid Phase Services	Lump Sum	\$11,814	Concurrent with work progress
200	Construction Management Services	To Be Determined (Estimated Amount Shown)	to be determined	to be determined
900	Management Reserve Fund	To Be Determined (Estimated Amount Shown)	\$11,832	As mutually agreed to by CLIENT and J-U-B
Total:			\$88,563	

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

E. The above fees were developed from the Work Breakdown Structure (WBS) attached as Exhibit 1-X.

Exhibit(s):

- Exhibit 1-A: Proposal from Trindera dated May 28, 2020
- Exhibit 1-X: Work Breakdown Structure

For internal J-U-B use only:

PROJECT LOCATION (STATE): Idaho

TYPE OF WORK: City

R&D: Yes

GROUP: Choose an item.

PROJECT DESCRIPTION(S):

1. Sewer/Wastewater Collection/Treatment/Disposal (S04)
2. Choose an item.



1130 W Hayden Ave, Ste 101
Hayden, ID 83835
(p) 208.417.2967 | (f) 888.972.1887

May 28, 2020

J-U-B Engineers
7825 N. Meadowlark Way
Coeur d'Alene, ID 83815

Attention: Mr. Pete Stayton, P.E.

Subject: City of Coeur d'Alene, Idaho - Compost Facility Biosolids Hopper Replacement Proposal for Engineering Services – Revision 1

Dear Pete:

Thank you for the opportunity to submit this proposal for electrical engineering services to assist with the design, bid, and construction of the Compost Facility Biosolids Hopper Replacement for the City of Coeur d'Alene, Idaho. We have prepared this proposal and associated engineering fee estimate based on our preliminary conversations and the request for proposal which you forwarded to us recently.

PROJECT UNDERSTANDING:

The project includes replacement of the existing dual screw conveyor biosolids hopper with a new quad screw conveyor biosolids hopper. The new screw conveyers are to be controlled with new variable frequency drives.

PROJECT APPROACH:

The facility does not currently have an up-to-date power system one-line diagram. City staff will as-built the current power distribution system and provide hand drawings to Trindera. Trindera will use the drawings provided by the City to create an existing electrical system one-line diagram in AutoCAD, to evaluate system capacity for the new screw conveyors.

Trindera will design power distribution from a new motor control center section to power a packaged system with individual enclosed variable frequency drives, supplied by Others.

We will provide the following electrical design documents for the hopper replacement:

1. Electrical legend
2. Electrical demolition photo details
3. Existing electrical one-line diagram
4. Electrical photos details
5. Revised electrical one-line diagram
6. Conduit routing plan (based on general arrangement drawings supplied by Others)
7. Electrical schedules
8. Run inhibit interconnect drawing
9. Electrical specifications

Design submittals will be at 60%, 90% and 100% stages of design development.

We will also perform the following tasks:

DESIGN PHASE TASKS:

1. Perform one (1) site visit during the design phase
2. Participate in three (3) design coordination meetings by phone
3. Provide a probable opinion of electrical construction costs

BID PHASE TASKS:

1. Answer questions from bidders
2. Attend pre-bid conference (if necessary)
3. Issue addendums (if necessary)

~~CONSTRUCTION PHASE TASKS:~~

- ~~1. Attend pre-construction conference (if necessary)~~
- ~~2. Review shop drawing submittals (not more than 2 per item)~~
- ~~3. Perform site inspections (not more than 3)~~
- ~~4. Respond to RFIs during construction~~
- ~~5. Punchlist development (with 1 revision)~~
- ~~6. Change order preparation (if necessary)~~
- ~~7. Review of O&M manuals~~
- ~~8. Prepare electrical record drawings~~

DELIVERABLES:

1. Plans and specifications stamped by a Registered Professional Engineer in the State of Idaho.

ASSUMPTIONS:

1. The power distribution system is capable of accommodating the additional electrical loads associated with the new hopper without major modifications to the utility service or power distribution system.
2. All functions of the new conveyors will be manually controlled.
3. All screw conveyors will operate at the same speed but will require forward and reversing functionality.
4. AutoCAD base files of the equipment general arrangement drawings will be provided to Trindera for use in the conduit routing plan.
5. Due to load diversity at the facility and intermittent operation, active harmonic mitigation equipment is not required.
6. The new conveyor system will be wired to the existing emergency stop pushbutton on the existing motor control center.
7. A management contingency amount has been added to the engineering fee estimate for Trindera to as-built the existing electrical system if necessary, or to provide limited additional auger control modifications following correspondence with Vendors and City Staff.
- ~~8. Our estimate for Construction Phase Tasks has been provided with the assumptions of a normal level of effort and interface with the selected Contactor. For efforts beyond what is identified in the associated fee estimate, we reserve the right to amend our fee.~~



WORK NOT INCLUDED:

Work excluded in this proposal can be performed on a time and materials basis upon request.

1. Design submittals beyond those listed above
2. Additional site visits or meetings beyond those listed above
3. Additional submittal reviews or punchlist iterations beyond those listed above
4. Arc flash analysis or labeling
5. Lighting design
6. As-built wiring diagrams of the existing motor control center control wiring
7. Multiple reviews of proposed Vendor supplied equipment during the design phase
8. Separate equipment procurement bid packaged development
9. Integration of motor control center control wiring with the new system beyond complete system emergency stop functionality

STANDARDS:

Trindera will perform this work in accordance with the applicable sections of the following standards organizations during the design of this project:

- National Electrical Code (NEC) – Version 2017

DOCUMENT FORMAT:

All drawings will be prepared in AutoCAD Release 2020. All specifications will be prepared in CSI 16 or 50 division format using Word for Windows.

SCHEDULE:

Trindera is prepared to begin work on this project upon notice to proceed and will work to support the mutually agreed upon schedule. We expect the schedule for each applicable phase or task to be adjusted as necessary for delays outside our control.

PRICE:

Trindera proposes to work on this project on a time-and-materials, not-to-exceed basis at the rates depicted in the attached fee estimate worksheets for the skill categories indicated. We will not exceed the estimated total amount without prior authorization from you.

ENGINEERING FEE:

1. Design Phase	\$13,169	
2. Bid Phase	\$2,519	
3. Construction Phase	\$11,312	
4. Management Contingency	\$2,218	
TOTAL:	\$29,217	Total \$17,906

This proposal is valid for 30 days of submittal date. We reserve the right to negotiate terms beyond the 30 days.



TERMS AND CONDITIONS:

1. **SERVICES:** Engineer agrees to perform the Scope of Services (Services) under the following terms and conditions. Additional Services will be provided only by written amendment to this Agreement.
2. **TIMES OF PAYMENTS:** Engineer will submit invoices on a monthly basis for the unbilled portion of Services actually completed. Client will pay the invoice within 30 days of the invoice date. Accounts remaining unpaid after said 30 days will be considered delinquent and assessed a late payment charge (currently at the rate of 1 1/2% per month) calculated each month from the date of the invoice. Engineer reserves the right to suspend all Services until account delinquencies have been remedied.
3. **OPINIONS OF COST:** Because Engineer has no control over the cost of labor, materials, equipment or Services furnished by others, or over contractors' methods of determining prices, or other competitive bidding or market conditions, any cost estimates provided by Engineer will be made on the basis of experience and judgment. Engineer cannot and does not guarantee that proposals, bids or actual Project construction costs will not vary from opinions of probable costs prepared by Engineer.
4. **CLIENT-PROVIDED INFORMATION:** Client will make available to Engineer, all information readily available to Client regarding existing and proposed conditions of the site which will aid Engineer in its performance of Services. Engineer shall be entitled to rely, without further inquiry or investigation, on all information furnished to Engineer by Client. Client agrees to advise Engineer of any hazardous substances or any condition existing in, on or near the site presenting a potential danger to human health, the environment, or equipment. Client will immediately transmit to Engineer any new information which becomes available to Client which may have a bearing on Engineer's performance of Services or which relates to information Engineer has requested from Client. If any hazards, not disclosed to Engineer, are discovered after the Services are undertaken, Client and Engineer agree that the Scope of Services, time schedule and rate schedule shall be modified accordingly.
5. **STANDARD OF PERFORMANCE:** Engineer represents that Services will be performed within the limits prescribed by Client, and that its findings, recommendations, specifications and/or professional advice provided hereunder will be prepared and presented in a manner consistent with the level of care and skill ordinarily exercised by other professionals under similar circumstances at the time the Services are performed.
6. **ACCESS, APPROVALS, PERMITS:** Client shall arrange for access to and make all provisions for Engineer to enter onto public and private property as required for Engineer to perform the Services. Unless otherwise agreed, Client will be solely responsible for applying for and obtaining such permits and approvals as may be necessary for Engineer to perform the Services.



7. REUSE OF DOCUMENTS: All documents, including computer files, drawings and specifications, prepared by Engineer pursuant to this Agreement shall remain the property of Engineer and are instruments of service with respect to the Project. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Services provided for the Project under this Agreement or on any other project. Any reuse without written authorization, certification or adaptation by Engineer for the specific purpose intended will be at Client's sole risk and without liability to Engineer.

8. ASBESTOS/PCBs: All asbestos/PCB related Services are excluded from Engineer's Scope of Services. Client shall notify Engineer at the start of the Project if the presence of asbestos/PCBs on the project is suspected. If asbestos/PCBs are suspected or encountered, Engineer will stop its own work to permit proper testing and evaluation. If requested as an additional Service, Engineer will assist Client in contacting regulatory agencies and/or identifying appropriate testing laboratories.

9. SUBMITTAL REVIEW: Review by Engineer of submittals by contractor is only for general conformance with the design concept of the Project and general compliance with the information given in the Contract Documents. The review does not affect the contractor's responsibility to perform all contract requirements with no change in contract price or time. Any action taken by the Engineer is subject to the requirements of the plans, specifications and other Contract Documents. Client shall indemnify Engineer against any claim by any contractor based on the review.

10. ENGINEER AT CONSTRUCTION SITE: The presence or duties of Engineer's personnel at the construction site, whether as on-site representatives or otherwise, do not make Engineer or its personnel in any way responsible for those duties that belong to the Owner and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties and responsibilities, including but not limited to, all construction methods, means, techniques, sequences and procedures necessary for coordinating and completing all portions of the construction work in accordance with the Contract Documents and any health or safety precautions required by such construction work. Engineer and its personnel have no authority to exercise control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except Engineer's own personnel.

11. INDEMNIFICATION AND INSURANCE:

(a) Client agrees to indemnify, hold harmless and defend Engineer, its directors, officers, agents and employees, from and against any and all liabilities, claims, penalties, forfeitures, suits and the cost and expenses incidental thereto, including but not limited to reasonable attorney fees, which Engineer may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of governmental laws, regulations or orders caused by (1) Client's breach of any term or provision of this Agreement; (2) Client's negligent or wrongful act or omission in the performance of this Agreement; or (3) Client's generation, storage or release of waste products including hazardous waste..



(b) Engineer agrees to indemnify, hold harmless and defend Client, its directors, officers, agents and employees, from and against any and all liabilities, claims, penalties, forfeitures, suits and the cost and expenses incidental thereto, including but not limited to reasonable attorney fees, which Client may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of governmental laws, regulations or orders caused by Engineer's (1) breach of any term or provision of this Agreement; or (2) any negligent or wrongful act or omission in the performance of this Agreement.

(c) In the event any claim arises as a result of the concurrent negligence of Engineer and Client, liability will be determined on the basis of the doctrine of comparative negligence. Each party shall promptly notify the other party, in writing, of any threatened or actual claim, action, or proceeding. Engineer and Client shall jointly control the defense.

(d) Notwithstanding any other provision contained in this Agreement, neither party shall be liable to the other party for any indirect, incidental, special or consequential damages of any kind, including without limitation, lost profits or loss of use, regardless of the cause, including negligence.

(e) Upon request, Engineer will provide Client with Certificates of Insurance for Workers Compensation, General, Auto and Professional Liability coverage. Client agrees to maintain, during the performance of Services, general liability and automobile liability insurance in the amount of one million dollars (\$1,000,000).

12. LIMITED LIABILITY: Client agrees that Engineer's liability to Client, contractors, subcontractors, and their agents, employees and consultants, and to all other third parties which may arise from or be due directly or indirectly to the negligent acts, errors and/or omissions of engineer, its agents, employees or consultants shall be limited to a continued aggregate not to exceed \$100,000 or the total amount paid in fees to Engineer, whichever is greater.

13. TERMINATION: Either party may terminate this Agreement upon thirty (30) days written notice to the other. Either party may terminate this Agreement immediately in the event of a material breach by the other party to perform in accordance with the terms hereof but only if said breach is through no fault of the terminating party and said breach is not corrected before the date of termination. If this Agreement terminates for Force Majeure, Client shall pay Engineer for all Services authorized and performed prior to the termination date including, if applicable, a prorated lump sum fee.

14. SUCCESSORS AND ASSIGNS: Neither Engineer nor Client may assign this Agreement without the prior written consent of the other. Engineer may, however, employ any other party or entity it deems necessary or proper for any part of the Services required to be performed by Engineer under the terms of this Agreement. The covenants, conditions and terms of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

15. MISCELLANEOUS:

(a) This Agreement shall be governed by the laws of the State of Idaho.

(b) Any claim brought by Client against Engineer must be brought no later than two years after the date of substantial completion of the Services hereunder or the expiration of the appropriate statute of limitations, whichever is earlier.



(c) In the event this Agreement should be referred to an attorney at law or agent for collection, Client agrees to pay such reasonable attorney's or agent's fees and costs as Engineer may incur to any attorney or agent in such collection even if no action is instituted. In the event an action is instituted to enforce any of the terms or conditions of this Agreement, the losing party shall pay to the prevailing party, in addition to the costs and disbursements allowed by statutes, such sum as the court may adjudge reasonable as attorney's fees in such action, in both trial and appellate courts.

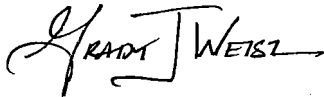
(d) No waiver by either party of any provision of this Agreement shall be construed or deemed to be a waiver of (a) any other provision of this Agreement or (b) a subsequent breach of the same provision, unless such waiver be so expressed in writing and signed by the party to be bound.

(e) The terms and conditions of this Agreement contain a series of separate agreements. If in any proceeding a court or arbitrator shall refuse to enforce any of the separate agreements, any unenforceable agreement shall be deemed reduced or eliminated from the terms and conditions for the purpose of such proceeding, but only to the extent necessary to permit the remaining agreements to be enforced in such proceeding.

(f) This Agreement constitutes the entire agreement between Client and Engineer regarding the Services and supersedes all prior or contemporaneous oral or written representations or agreements. This Agreement shall not be modified except by a written document signed by both parties.

We appreciate this opportunity to provide our services to you. After you have had a chance to review this proposal information, we would be happy to discuss this proposal with you. We are prepared to commence work upon notice to proceed and will support your schedule. If this proposal is satisfactory, please send us authorization to proceed.

Sincerely,



Grady J. Weisz, P.E.
Senior Electrical Engineer

Authorized by _____

Date _____



EXHIBIT 1-X: WORK BREAKDOWN STRUCTURE
BASIS OF FEE ESTIMATE



Project Title, Client:
Project Number:
Prepared By:

Compost Facility Improvements: Biosolids Hopper, City of Coeur d'Alene Wastewater Department
 20-20-035
 P. Stayton

Task Number	Subtask Number	Task/Subtask Name / Activity Description	Project Manager	Project Engineer	Program Manager	PFA - Lead	Administrative Assistant	Professional Land Surveyor	Project Engineer - Senior	CAD Technician - Lead	Construction Observer - Lead	J-U-B Expenses	Subconsultant Expenses	Total Compensation
100		Design Phase Services	62.5	108	10	10	24	8	31.5	82	0	\$2,949	\$14,486	\$64,917
100	001	Project Management	14	0	0	10	0	0	0	0	0	\$0	\$0	\$3,258
		Set up project in Vision	2			4								\$684
		Monthly Invoicing (4 months)	4			4								\$1,028
		Manage Subconsultant Agreements	4			2								\$858
		Schedule, Resource Management, and Project Controls	4											\$688
100	002	Design Review and Coordination Meetings	19	20	0	0	0	0	1	0	0	\$0	\$0	\$6,418
		Kick-Off Meeting with CLIENT	2	2										\$640
		CLIENT Coordination Meetings (2)	4	4										\$1,280
		Project Background Information to Design Team and Subconsultants	1	2										\$468
		Meetings with J-U-B Project Team (2 per month, 4 months)	8	8										\$2,560
		Concept (30%) Design Review Meeting with CLIENT	2	2					1					\$830
		90% Review Meeting with CLIENT	2	2										\$640
100	003	QA/QC Review	3	0	10	0	0	0	0	0	0	\$0	\$0	\$2,446
		Concept QA/QC Review	1		4									\$944
		90% QA/QC Review	1		4									\$944
		Final Bid Set QA/QC Review	1		2									\$558
100	004	Issue Deliverables	3	6	0	0	8	0	0	6	0	\$0	\$0	\$2,500
		Concept Plans - PDF	1	2			2			2				\$802
		90% Plans - PDF	1	2			2			2				\$802
		Final Bid Set - PDF	1	2			4			2				\$896
100	005	Specifications	6	20	0	0	16	0	4	0	0	\$0	\$0	\$5,504
		Front end specifications (ISPC Standards)	2	4			4							\$1,124
		Technical specifications (based on 16 Divisions)	4	16			12		4					\$4,380
100	006	Biosolids Hopper Design	17.5	62	0	0	0	8	26.5	76	0	\$1,500	\$0	\$28,857
		Existing Conditions Site Survey		8				8		8		\$1,500		\$4,660
		Site Survey Data Processing		1						8				\$1,108
		Concept/ 30% Design												
		General Sheets		1						2				\$388
		Biosolids Hopper Design Criteria	1	2										\$468
		Equipment Vendor Coordination and Data Sheets	2	6					2					\$1,612
		Equipment Configuration (1 layout)	2	6						18				\$3,392
		Existing Equipment Demo & Modifications	1	2						6				\$1,188
		Structural Modifications		2					8	4				\$2,296
		Discipline Coordination: Electrical	1	2										\$468
		Discipline Coordination: Structural	1	2										\$468
		Cost Opinion	1	2					0.5					\$563
		90% Design												
		General Sheets	0.5	1						2				\$474
		Equipment Plan and Sections (3 D Sheets)	1	4						12				\$2,204
		Existing Equipment Demo & Modifications (1 D Sheet)	1	2						2				\$708
		Structural Modifications (2 S Sheets)	1	2					8	4				\$2,468
		Equipment Foundations & Structural Details (3 S Sheets)		1					4	2				\$1,148
		Discipline Coordination: Electrical	0.5	2										\$382
		Discipline Coordination: Structural	0.5	2										\$382
		Cost Opinion	0.5	1										\$234
		Final Design												
		General Sheets		1						1				\$268

EXHIBIT 1-X: WORK BREAKDOWN STRUCTURE
BASIS OF FEE ESTIMATE



J-U-B ENGINEERS, INC.

OTHER J-U-B COMPANIES

Project Title, Client:
Project Number:
Prepared By:

Compost Facility Improvements: Biosolids Hopper, City of Coeur d'Alene Wastewater Department
 20-20-035
 P. Stayton

Task Number	Subtask Number	Task/Subtask Name / Activity Description	Stayton, Peter	Sorensen, Logan	Conn, Ruel	Miller, Kindra	Halland, Katie	Copess, Bruce	Barnett, David	Holder, William	Hoadley, Krista	J-U-B Expenses	Subconsultant Expenses	Total Compensation
		Equipment Plan and Sections (3 D Sheets)	1	4						4				\$1,244
		Existing Equipment Demo & Modifications (1 D Sheet)	1	2						1				\$588
		Structural Modifications (2 S Sheets)	0.5	1					2	1				\$734
		Equipment Foundations & Structural Details (3 S Sheets)		1					2	1				\$648
		Discipline Coordination: Electrical		1										\$148
		Discipline Coordination: Structural	1	2										\$468
		Cost Opinion		1										\$148
100	040	Subconsultant: Electrical Engineer	0	0	0	0	0	0	0	0	0	\$1,449	\$14,486	\$15,934
		T&M NTE Proposal dated 5/28/20											\$14,486	\$14,486
		Contingency										\$1,449		\$1,449
150		Bid Phase Services	20	28	0	0	16	0	1	2	0	277.09	2770.9	\$11,814
150	001	Bidding and Award	20	28	0	0	16	0	1	2	0	0	0	\$8,766
		Bidder Pre-Qualification (Category B)												-
		Prepare Request for Qualifications	4				2							\$782
		Review RFQ with CLIENT	2											\$344
		Assist CLIENT with RFQ advertising	2	2			2							\$734
		Review and Summarize Statements of Qualification	2	2			2							\$734
		Bid Solicitation												-
		Prepare Notice for Bids	1	2			1							\$515
		Distribute Bidding Documents to Pre-Qualified Bidders	1	4			4							\$952
		Respond to Bidder Questions	2	6										\$1,232
		Prepare and Issue Addenda (2 estimated)	4	8			4		1	2				\$2,490
		Notice of Award; Construction agreement	2	4			1							\$983
150	040	Subconsultant: Electrical Engineer	0	0	0	0	0	0	0	0	0	\$277	\$2,771	\$3,048
		T&M NTE Proposal dated 5/28/20											\$2,771	\$2,771
		Contingency										\$277		\$277
200		Construction Management Services	0	0	0	0	0	0	0	0	0	0	0	\$0
200	001	Construction Administration	0	0	0	0	0	0	0	0	0	0	0	\$0
		Budget to be determined based on Contractor's schedule												-
900		Management Reserve Fund	2	6	0	0	0	0	0	18	0	\$6,000	\$2,440	\$11,832
900	001	Alternative Equipment Layout	2	6	0	0	0	0	0	18	0	0	0	\$3,392
		Equipment Configuration (1 layout)	2	6						18				\$3,392
900	002	Electrical Engineering Additional Services	0	0	0	0	0	0	0	0	0	0	2440	\$2,440
		As-built Existing Electrical System											2440	\$2,440
900	003	Reserve	0	0	0	0	0	0	0	0	0	6000	0	\$6,000
		Additional tasks as requested										6000		\$6,000
Total Hours			84.5	142	10	10	40	8	32.5	102	0			429
Total Costs			\$14,530	\$21,020	\$1,930	\$850	\$1,880	\$1,020	\$6,180	\$12,240	\$0	\$9,226	\$19,697	\$88,563

**CITY COUNCIL
STAFF REPORT**

DATE: August 4,2020
FROM: Tim Martin Street & Engineering Director
SUBJECT: **DECLARE SURPLUS USED EQUIPMENT AND VEHICLES**

DECISION POINT:

Requesting Council approval to declare various pieces of used assets and items to be deemed surplus and authorization to auction.

HISTORY:

The description of the auction items has historically gone through the Public Works committee prior to Council for consent.

PERFORMANCE ANALYSIS

This equipment/ vehicle has been deemed of little or no value to departments. We looked to provide or offer in-house before we sent items to surplus.

FINANCIAL ANALYSIS

There is no cost to the taxpayers. The Auction house takes a percentage of the bid auction item. There is a very minimal cost to the department for us to shuttle items to Post Falls.

DECISION POINT:

Requesting Council approval to declare the following equipment as surplus and authorize to auction.

Description of each item:

- ✓ 1992 Ford model # 4610 Serial # C682945 tractor with 3,891 hours. The flail the is broken/bent/worn out and parts are no longer available.
- ✓ This 1989 Ford ½ ton 2-wheel drive, VIN # 1FTDF15Y7KPB16892. This vehicle has 165,356 miles and has outlived its usefulness. The braking system has repeatedly been repaired and it would cost too much in repairs to return to service. It was replaced this fiscal year.
- ✓ This 1992 Ford F-450 2-wheel drive VIN# 1FDKF34H5MKBO7975. This vehicle has 118,000 miles was used primarily in the Cemetery as the truck for backfilling graves. It became too unreliable and costly to repair. It has already been replaced with a larger 4-wheel drive flatbed truck during last year's budget.
- ✓ 1999 Chevrolet S-10 2-wheel drive, VIN# 1GCC51948W8133523. This vehicle has 68,000 miles with driver's side door damage that would cost too much for a truck that is unreliable and has other issues. This truck has also been replaced.









**CITY COUNCIL
STAFF REPORT**

DATE: August 4, 2020

FROM: Chris Bosley – City Engineer

SUBJECT: Approval of an Easement Agreement with Park Place Investors for the construction of a stormwater swale.

=====

DECISION POINT:

Staff is requesting approval of an Easement Agreement with Park Place Investors for the construction of a stormwater swale adjacent to Player Drive to mitigate flooding.

HISTORY:

Player Drive has a history of minor flooding at a low point between the Prairie Trail crossing and Kathleen Avenue. The existing drywell drains too slowly to effectively manage stormwater during high-volume storm events. Drainage crews have cleaned the drywell many times over the years, most recently in 2019, and the drywell continues to operate poorly. City staff met with representatives of the adjacent property owner to discuss an opportunity to create a swale in an unused portion of the property to mitigate flooding by providing stormwater storage during large events. The proposed area is planted with trees and is immediately adjacent to a gas pipeline easement, effectively creating an unbuildable area of the property. The Easement Agreement is the result of discussions with the property owners that would allow City Drainage crews to create a swale that would not impact the property owner's use of the property.

FINANCIAL ANALYSIS:

The construction of a swale to mitigate the street flooding that routinely occurs in this area is not only the preferred method of managing stormwater runoff but also the most fiscally responsible alternative. This project can be accomplished utilizing City employees and does not require outside contracting. The minor investment in time spent on this project will save time required for maintenance for years to come.

PERFORMANCE ANALYSIS:

Approval of this agreement will allow the City to begin construction of the proposed swale to reduce the potential for street flooding when large storm events return.

DECISION POINT/RECOMMENDATION:

Staff recommends that Council approve the Easement Agreement with Park Place Investors for the construction of a stormwater swale adjacent to Player Drive to mitigate flooding.

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into this 4th day of May, 2020, by and between the CITY OF COEUR D'ALENE, Kootenai County, State of Idaho, a municipal corporation organized under and existing pursuant to the laws of the State of Idaho, hereinafter referred to as the "CITY," and PARK PLACE INVESTORS VII, LLC., a corporation, with its mailing address as 250 Northwest BLVD, STE 206, Coeur d'Alene, ID 83814, hereinafter referred to as "PARK PLACE."

WITNESSETH:

WHEREAS, PARK PLACE possesses certain property along N. Player Drive between N. Palmer Drive and W. Kathleen Ave. in the City of Coeur d'Alene, Kootenai County, Idaho with a legal description of Buckhorn Addition, Lot 2, in Section 3, Township 50 N, Range 4 W, hereinafter referred to as the "Property;" and

WHEREAS, flooding occurs annually adjacent to the Property on Player Drive, a public right-of-way in the City of Coeur d'Alene; and

WHEREAS, the parties desire to enter into an agreement for the construction of a swale on the Property which will be to the mutual benefit the parties; and

WHEREAS, it is the parties' intent that the agreement should accommodate the possibility that PARK PLACE may want to improve the Property in the future.

THEREFORE, for good and sufficient consideration in the form of mutual promises, covenants, and conditions, the parties agree as follows:

1. PARK PLACE hereby grants to the CITY a perpetual easement for a portion of Property for use as a swale to accommodate flood waters, as shown on the Proposed Swale Location Map attached hereto as Exhibit "A" and described as a 30-foot wide strip of land along the west side of the Property abutting the N. Player Drive right-of-way.
2. The easement shall run with the land and bind the parties' successors and heirs, and shall not be revoked except by mutual agreement in the event that PARK PLACE desires to improve the Property. In the event that PARK PLACE desires to improve the Property, the parties agree that they will work together in good faith to create a shared-use swale on the Property or to develop a solution to the drainage problem that affects N. Player Drive.
3. The CITY shall construct and maintain the easement in accordance with sound engineering principles and City standards, and at its sole cost and expense. The CITY shall construct and maintain the swale to be easily mowed by PARK PLACE.

4. The CITY does hereby agree to save, hold harmless, and indemnify PARK PLACE from any and all liability, loss, or damage that may arise from the construction, use, maintenance, operation, or malfunction of the swale, which is subject to the easement described herein, except for such liability, loss, or damage caused by the actions of PARK PLACE, its agents, employees, or anyone acting by, for, or through it.

5. PARK PLACE does hereby agree to save, hold harmless, and indemnify the CITY from any and all liability, loss, or damage that may arise from its actions related to the use or maintenance of the swale which is described herein, excepting only such liability, loss, or damage caused by the actions of the CITY, its agents, employees, or anyone acting by, for, or through it.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand the day and year first above written.

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

PARK PLACE INVESTORS VII, LLC

By: _____
Steve Widmyer, Mayor

By: _____

Its: _____

ATTEST:

Renata McLeod, City Clerk

**EXHIBIT A
PROPOSED SWALE LOCATION MAP**



City of Coeur d'Alene

FIRE DEPARTMENT

“City of Excellence”

Staff Report

Date: August 4, 2020

From: Kenny Gabriel Fire Chief

Re: Fire Boat garage (Station #5)

DECISION POINT: Should Council reject all bids for the construction of the Fire Boat Garage and authorize staff to negotiate with contractor(s) for pricing within the available budget?

HISTORY: In June, the City Council allowed the Fire Department to go to bid to build a new Fire Boat Garage (Station #5) at the Third Street Dock. We have had a State-of-the-Art Fire Boat on the Lake since 2015. We have been enjoying a partnership with Kootenai County and renting space from the Blackwell Island marina. We were advised that the Sheriff's Department will be needing that space moving forward. We were asked to vacate the County building after this current boating season.

FINANCIAL ALYSIS: Council granted us authority to spend up to \$250,000 on the project from Impact Fees. The Engineers estimate was \$220,000. Recently, through an open bid process, four bids were received. The lowest was \$372,782 and the high was \$520,000. There were five Add Alternates and they ranged from \$24,499 to \$35,224. There is a total of \$309,000 in our Impact Fee fund.

PERFORMANCE ANALYSIS: With all four bids coming well over budget, we will go back and work with the architect to narrow the scope of the project. Idaho Code § 67-2805 states that Council can reject all bids and re-bid or Council can pass a resolution declaring that the project can be performed more economically by contracting on the open market. The City has a successful history of negotiating with an individual contractor in an attempt to bring projects in at budget and, therefore, Staff believes that it would be economical for the City to reject all bids and negotiate on the open market with an individual contractor or contractors for a narrower project. We believe that could be a positive solution for this important project.

DECISION POINT/RECOMMENDATION: Council should reject all four bids for the construction of the Fire Boat Garage, declare that it would be more economical to contract for this project on the open market, and authorize staff to negotiate with a contractor or contractors for pricing that fits our available budget after the architect has narrowed the scope of the project.

OTHER BUSINESS

**CITY COUNCIL MEETING
STAFF REPORT**

DATE: August 04, 2020

FROM: TROY TYMESEN, CITY ADMINISTRATOR

RE: APPROVAL OF REQUEST FOR QUALIFICATIONS – FOUR CORNERS
GATEWAY PUBLIC ART

DECISION POINT: To approve the issuance of a Request for Qualifications for public art to be located in the Four-Corners area of Coeur d’Alene (the intersection of Northwest Boulevard, Government Way, and Fort Grounds Drive).

HISTORY: The City of Coeur d’Alene Arts Commission Public Art Policy, adopted by the City Council pursuant to Resolution No. 00-101 on November 2, 1999, amended by Resolution No. 08-017 on April 1, 2008, and amended by Resolution No. 17-027 on May 2, 2017, designates the Coeur d’Alene Arts Commission as the standing committee charged by the City Council to oversee the Public Art program.

The Coeur d’Alene Arts Commission FY 2019-2020 budget, which was approved by Council, included funds set aside for public art to be located in the Four Corners area in the amount of \$75,000. Based upon the highly successful Seltice Way roundabouts project, which for the first time utilized a Request for Qualifications process rather than a general call to artists, the commission made the determination that the issuance of a Request for Qualifications would provide the best opportunity to encourage highly qualified and experienced artists to request consideration for the project.

The Request for Qualifications would be a national call issued through CaFE (www.callforentry.org), which is an online platform for posting and applying for calls to artists. CaFE has been utilized by the commission for many calls in the past and is a platform that most successful artists are very familiar with. The call would be open to all artists who are legal US residents, age 18 or over, regardless of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.

The artists will be requested to submit proposals that include the following:

- The artwork should provide a welcome to the neighborhood and the City;
- The artwork should affirm the following:
 - The long-standing commitment of our community to the equality of all;
 - The dignity and worth of every individual;
 - The benefits of coming together as a community and human race;
 - Respect for diversity;
 - The universal bond of sharing that connects all humanity;
 - The value of interconnections in creating a strong and more peaceful society; and
 - The community’s commitment to eliminating racism;

The Request for Qualifications was reviewed by the Legal Department, and approved by the Arts Commission at their July 28, 2020 meeting. It is anticipated that, subject to change, the Request for Qualifications will be issued on or about August 10, 2020, and a selection committee (consisting of seven voting members including citizens, arts professionals, a City Councilperson, and two non-voting members of the Coeur d'Alene Arts Commission) will meet and select 3-5 finalists, who will be requested to prepare proposals and maquettes, which will be on display for public comment on different locations during the month of December. Following the public comment period, the selection committee will meet with each artist finalist via Zoom or an in-person presentation, and will forward their recommendation to the Arts Commission. The Arts Commission recommendation will then be forwarded to the City Council for review and approval. It is anticipated that the artwork would be installed and dedicated in July or August, 2021.

FINANCIAL: The total budgeted amount, including contingencies, for the Four Corners Gateway Public Art Project is \$75,000. Funding for the project would come from the Arts Fund – Lake District URD. Ignite CDA, traditionally, provides 2 percent of its income annual to the City for public art within the urban renewal districts.

DECISION POINT/RECOMMENDATION: To approve the issuance of a Request for Qualifications for the Four Corners Gateway Public Art Project.

ATTACHMENT: Request for Qualifications

**National Call
Request for Artist Qualifications (RFQ)**

City of Coeur d'Alene ID – Four Corners Gateway Public Art Project

\$75,000 Budget

Overview and Background

Coeur d'Alene is a resort city of approximately 50,000, located in the Idaho Panhandle. Idaho was the fastest growing state in 2019 and Coeur d'Alene is one of the fastest growing cities in Idaho. Coeur d'Alene was founded in 1878 and has a one hundred-year history of logging and mining – industries that, along with railroading, built the city. The city shares a long and special relationship with the Coeur d'Alene Tribe.

The location of the desired artwork will be a busy intersection in the city called the Four Corners, which is near the Human Rights Education Institute, Memorial Field, and the Carousel. It is the intersection of Northwest Boulevard, Government Way and Fort Grounds Drive. Northwest Boulevard is the principal entryway into the City from the west and south and a secondary entrance from the north. Fort Grounds Drive leads into the oldest and most historic neighborhood in Coeur d'Alene, the Fort Grounds residential neighborhood. The Coeur d'Alene Tribe were the first people to settle in this area. For the Tribe, this area was known as the "Gathering Place" as several tribes from throughout the region would come together in a large fishing camp. From 1878 until 1900, it was an Army fort -- Fort Sherman. After the fort was closed, the area became the location of a variety of businesses including a hotel, the massive Coeur d'Alene Brewing Company, and eventually a sawmill.

In 1950, what was then North Idaho Junior College (now North Idaho College) moved its campus from downtown Coeur d'Alene to the Fort Grounds Neighborhood. Since then the college has continued to grow and expand. Both the University of Idaho and Lewis-Clark College have established satellite campuses nearby, and the joint facility is called the Higher Education Campus.

The Project - ***Four Corners Gateway Public Art Project***

Please see the site map included with this RFQ on the CaFE website (www.callforentry.org). The call is entitled [City of Coeur d'Alene ID – Four Corners Gateway Public Art Project](#).

The City of Coeur d'Alene seeks to commission an artist or artist team to create an outdoor sculptural installation for the site, which marks a major portal in and out of the City. The completed artwork will become the property of the City of Coeur d'Alene,

Idaho. Considerations for the design and theme of the work should include any or all of the following:

- The artwork should provide a welcome to the neighborhood and the City;
- The artwork should affirm the following:
 - The long-standing commitment of our community to the equality of all people, to human rights, and to social and economic justice for all;
 - The dignity and worth of every individual;
 - The benefits of coming together as a community and human race;
 - Respect for diversity;
 - The universal bond of sharing that connects all humanity;
 - The value of interconnections in creating a strong and more peaceful society; and
 - The community's commitment to eliminating racism.
- The artwork should require minimum maintenance, with appropriate consideration for the region's extreme seasonal changes. The chosen art will be for exterior installation and requires durability and characteristics to withstand the environmental elements in the Pacific Northwest.

Eligibility

This project is open to all artists who are legal US residents, age 18 and over, regardless of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.

Budget

The budget for this project is \$75,000, which is inclusive of all costs related to the artist and/or artist team's design and project: management fees; all subcontract and consultant costs, including engineers, electricians, fabricators, studio and overhead costs; fabrication, lighting, transportation, delivery and installation of all art components, including foundations, concrete pad and footings; liability and insurance costs as required; and all other costs associated with the art project. Artwork should meet all applicable city building codes. All finalist proposals must include a 10% contingency as part of their budget, included with the overall \$75,000 budget, to be used only with written permission from the City.

Timeline 2020-2021

August 10, 2020	Open Call - Request for Qualifications announced (Submissions ONLY accepted through the CaFE website, www.callforentry.org)
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September 10, 2020	Submission period closes
September, 2020	Selection committee meets and selects 3-5 Finalists, who are notified by October 1 and invited to make Proposals.
October-November, 2020	Proposal development
December 1, 2020	Proposals due (see Application and Selection Process)
December, 2020	Proposals on public display in different locations throughout the month
January, 2021	Selection committee meets, schedules a 20 minute ZOOM meeting or in-person presentation, makes a selection and forwards recommendation to the Arts Commission for approval
January, 2021	Arts Commission forwards recommendation to the City Council
February, 2021	Review and approval by City Council, contract generated
February, 2021	Contract signed and commencement of Artwork creation and fabrication begins
July-August, 2021	Artwork Installed and Dedicated

Application and Selection Process

The Selection Committee will consist of seven voting members, including citizens, arts professionals, a city councilperson, and two non-voting members of the Coeur d'Alene Arts Commission. The Selection Committee will review all the eligible submissions and select up to five finalists to develop proposals.

Each of the Finalists will receive a \$1,000 honorarium to prepare a proposal.

The finalist(s) will be asked to provide detailed sketches, materials list, renderings, narration, budget, schedule, and a 3-D model (maquette) of the proposed artwork.

The Selection Committee will review all eligible submissions, interview the finalists via ZOOM or other video conferencing, and forward its recommendation to the Arts Commission for review and approval. Upon approval, the Arts Commission will forward a recommendation to the City Council.

Following City Council approval, a contract will be issued to the selected artist and/or artist-team.

Submission Criteria

This is a two-step process. Interested parties are invited to submit their qualifications (see Application and Selection Process). All eligible submissions will be reviewed and up to five finalists will be selected to develop proposals.

Cover Letter: A one-page cover letter which summarizes the applicant's interest in the project.

Professional Qualifications: A resume for each applicant (including team members), not longer than 1,000 words. A summary (not more than two pages) of experience in fabricating and installing permanent artwork suitable for the outdoor elements, with a budget of at least \$50,000. This summary may include up to five projects, with supportive information.

Supporting Information: Supportive information should include: the title of the piece, commissioning body, project budget, date, materials and client (with contact information). Special consideration will be given to successful experience working with local governmental or municipal agencies. Up to six images may be submitted, each with annotated image information. Failure to provide any of the published requirements will result in disqualification.

Information for Finalists

Artwork must be an original work of art by the submitting Artist. The artwork may not contain advertising, religious references, convey political messages or sexual content, or contain or advocate violence. In addition, it should be able to meet all applicable City building codes.

Finalist Selection Criteria:

Selection criteria to be used for consideration shall include, but not be limited to the following:

- artistic quality, context and structural integrity. Submissions will be evaluated on their feasibility (30%)
- evidence of the artist's (or artist-team) ability to successfully complete the work as proposed in the timeline (20%)
- general experience in fabricating and installing permanent artwork suitable for outdoor elements (20%)

- thematic originality, especially in regard to the existing CdA Public Art Collection (30%)

How to Apply:

Please submit proposals through the CaFE website (www.callforentry.org). The call is entitled [City of Coeur d'Alene ID – Four Corners Gateway Public Art Project](#).

Contact Information:

Amy Ferguson, Staff Support
Coeur d'Alene Arts Commission
c/o Coeur d'Alene City Hall
710 E. Mullan Avenue
Coeur d'Alene, ID 83814
(208) 666-5754
Email: amyf@cdaid.org

The City of Coeur d'Alene reserves the right to change the dates of the project timeline, to modify this solicitation, to request additional information or proposals from any or all participating artists, to reopen the competition and/or to accept or reject, at any time prior to the commissioning of a work, any or all design proposals.





FOUR CORNERS GATEWAY



**COEUR D'ALENE CITY COUNCIL
STAFF REPORT**

DATE: August 4, 2020
FROM: Troy Tymesen, City Administrator/Arts Commission Liaison
SUBJECT: APPROVAL OF PERFORMING ARTS GRANT PROGRAM

DECISION POINT: To approve a one-time Performing Arts Grant program through the Coeur d'Alene Arts Commission, using URD funds set aside for public art.

HISTORY:

The City of Coeur d'Alene Arts Commission Public Art Policy, adopted by the City Council pursuant to Resolution No. 00-101 on November 2, 1999, amended by Resolution No. 08-017 on April 1, 2008, and amended by Resolution No. 17-027 on May 2, 2017, designates the Coeur d'Alene Arts Commission as the standing committee charged by the City Council to oversee the Public Art program. In 2017, the City Council approved ordinance #3571, Council Bill #17-1014, which expanded public art parameters to include: arts, education, performing arts, visual arts, community arts partnerships, and public art programming.

For many years, it has been the practice of the City's urban renewal district Board to contribute a percentage of their revenue to a dedicated Public Art fund, for public art located in the boundaries of the urban renewal districts, with the funds being managed and overseen by the Coeur d'Alene Arts Commission, under the direction of the Coeur d'Alene City Council. The generous contributions of ignite cda have enabled the Coeur d'Alene Arts Commission to commission many iconic, placemaking pieces of art in locations such as Northwest Boulevard, Seltice Way, McEuen Park, Riverstone Park, Midtown, the Education Corridor, and in other locations within the urban renewal districts.

In early 2020, a global pandemic, COVID-19, impacted not only the residents and businesses in the area, but due to quarantine restrictions and social distancing requirements, the City's performing arts community was virtually shut down. Because live performance seasons were entirely cancelled due to the pandemic, professional performing arts companies could not open or fulfill their seasons. The performers were not eligible for unemployment as they are not W-2 wage earners. The organizations were unable to secure rights to shows or fundraisers that support operations normally executed during their regular course of business.

On June 23, 2020, the Coeur d'Alene Arts Commission approved the use of URD public art funds for the grant program. Subsequently, the ignite CDA board met on July 15, 2020, and approved the use of ignite cda public art funds for the Performing Arts Grant program, with the following conditions:

- The performing arts activity must occur within the ignite cda funding district's boundaries or directly relate to the funding district in some clear way;

- The performing arts activity must demonstrably impact economic development in the ignite cda funding district;
- The selection committee will consist of members of the Arts Commission, a representation from the ignite cda Board, and a City elected official; and
- The selection committee's recommendation will be submitted to the Coeur d'Alene Arts Commission for approval, followed by a presentation by the grant nominees to the ignite cda Board and approval from the ignite cda Board, with final approval by the City Council.

FINANCIAL ANALYSIS:

The Coeur d'Alene Arts Commission, City Council, and ignite (with further confirmation from the Performing Arts Center Feasibility Study conducted in 2018), agree that performing arts is an economic driver to the region's tourism, and that show attendees frequent other venues near performance locations. Further, paid staff and performers contribute to the jobs and economy of Coeur d'Alene. Recent events have threatened the sustainability of some of these performing arts organizations and potentially losing those valuable community assets would further affect the economic downturn in years to come. One-time grant awards and amounts would be determined through an application process, with review by a selection committee, and approval by the Arts Commission and the City Council. Total grant funds to be distributed would not exceed \$100,000.

PERFORMANCE ANALYSIS:

In an effort to bridge the lost season of performance revenue, the Arts Commission is proposing to release a one-time bridge funding grant application process for performing arts entities in Coeur d'Alene. Eligible organizations must demonstrate the following:

- They are an established community contributor with an expected 5+ years in operation
- They are a non-profit or Idaho corporation, with a history of at least one paid staff/manager and compensated performers
- They must be able to demonstrate economic impact generators to/within the URD's
- They must be able to match funding – either in-kind or other, at 25%
- Eligible funding uses would be for documented venue/facility fees or royalties
- The grant funds must be used within the next 36 months, with required annual reporting to the Arts Commission, including a paid staff affidavit

The application deadline would be the end of August 2020, with grant awards in September and October. The grant selection committee would consist of members of the Arts Commission, an ignite board member, and at least one City elected official. Grant award limits would be from \$1,000 up to \$50,000 per entity, as determined by the selection committee and the Arts Commission, with approval by the City Council.

DECISION POINT/RECOMMENDATION:

Approval of a one-time Performing Arts Grant program through the Coeur d'Alene Arts Commission, using URD funds set aside for public art.



Arts Commission

City of Coeur d'Alene

CITY HALL, 710 E. MULLAN
COEUR D'ALENE, IDAHO 83816-3964
208/666-5754 – FAX 208/769-2366

Performing Arts Grant Program & Application

In early 2020, a global pandemic, COVID-19, impacted not only the residents and businesses in the area, but due to quarantine restrictions and social distancing requirements, the City's performing arts community was virtually shut down. Because live performances were entirely canceled due to the pandemic, professional performing arts companies could not open or fulfill their seasons. As a result, the Coeur d'Alene Arts Commission is seeking opportunities to support performing arts entities in Coeur d'Alene through a one-time bridge funding grant program.

Program Details:

This funding opportunity allows for a one-time bridge funding grant utilizing funds set aside and dedicated by the City's urban renewal organization, ignite cda, with awarded funds to be used within 36 months. Funding awards may be anywhere from \$1,000 to \$50,000.

Who Can Apply:

Performing Arts organizations located within the boundaries of the City of Coeur d'Alene, who can demonstrate the following:

- They are an established community contributor with an expected 5+ years in operation;
- They are a non-profit or Idaho corporation, with a history of at least one paid staff/manager and/or compensated performers;
- They must be able to demonstrate economic impact generators to or within the City's urban renewal districts;
- They must be able to match funding – either in kind or other, at 25%;
- Eligible funding uses would be for documented venue/facility fees or royalties; and
- The grant funds must be used within the 36 months, with required annual reporting to the Coeur d'Alene Arts Commission.

Requirements:

All submissions must be made using the attached application form.

Submissions must be received no later than August 31, 2020. If needed after initial review, the Arts Commission may request further information and/or a meeting with applicants for further discussion.

All applicant finalists will be required to make an in-person presentation to the ignite cda board of directors.

All applicants chosen to receive funding will be notified in writing and will be asked to do the following:

- Sign an Agreement with the City of Coeur d'Alene pledging to utilize the grant funds within 36 months;
- Submit annual reports detailing the use of the funding, including a paid staff affidavit;
- Have a Social Security Number or Federal Tax Identification number issued by the Internal Revenue Service;
- For events only, proof of insurance may be required;
- All promotional items, regardless of media format, must have an approved CDA Arts Commission logo and support acknowledgment;

Additional Information:

All granted funding must be expended within 36 months from the date in which it was granted.

All applicants acknowledge that they are required to comply with the City's law prohibiting discrimination in housing, employment, and public accommodations related to sexual orientation and/or gender identity/expression (Chapter 9.56 CMC).



Coeur d'Alene
Arts Commission

Performing Arts Grant Application

How to Submit Your Application

Please type in minimum 11-point font. Use the space provided (attach additional sheets as needed). Submit one signed copy.

Mail to: Coeur d'Alene Arts Commission
Attn: Amy Ferguson, Executive Assistant
City of Coeur d'Alene
710 E. Mullan Avenue
Coeur d'Alene, ID, 83814

Completed and Signed Application may also be scanned and emailed to: amyf@cdaid.org

Contact and Project Information (please be as complete and specific as possible)

Applicant Name:

Project Contact Person:

Title:

Address:

City:

State:

Zip:

Phone (work or daytime: ()

E-mail:

Person who will sign contract ("Authorized Representative) :

Name:

Title

Tax Identification #

Project Title:

Amount Requested:

Please provide a brief history of your organization, including date established, programs provided, staffing and compensation:

Please provide information regarding venue/facility fees or royalty costs that your organization will likely incur over the next 36 months.

Please describe the impact that grant funding will provide to your organization:

Please demonstrate economic impact to or within the City's urban renewal districts:

Please indicate how your organization will accomplish the required 25% funding match (either in kind or other:

****Optional, but Strongly Encouraged – You may attach supporting material, such as brochures, newsletters, past reviews, support letters, etc. to your completed application. Or, if applicable, you may provide the address for your website or YouTube link.**

**CITY COUNCIL
STAFF REPORT**

DATE: August 4, 2020
FROM: Troy Tymesen, City Administrator
SUBJECT: Coeur d'Alene Garbage single stream recycling contract extension

DECISION POINT: Should the City Council approve the extension of the Amendment No. 2 to the Solid Waste Services Contract with Northern State PAK, LLC, d/b/a Coeur d'Alene Garbage Services, for another 12 months?

HISTORY: The Solid Waste Services Contract (hereinafter "Contract") with Northern State PAK, LLC, d/b/a Coeur d'Alene Garbage Services (hereinafter "CDA Garbage") was effective July 1, 2016, and CDA Garbage has fully performed in accordance with terms and conditions of the Contract since then. In May 2018, CDA Garbage requested an increase in the fees for single stream recycling and a modification in the type of recycling which must be accepted under the Contract. The City Council approved Amendment No. 1 to the Contract in July 2018. Amendment No. 1 was to be in effect for twelve (12) months. Twelve (12) months later, the recycling market had continued to deteriorate, both in terms of cost and in terms of the allowed recyclable materials. Despite the continued deterioration of the recycling market, CDA Garbage was willing to continue to operate under the terms of the Contract and Amendment No. 1 and so Amendment No. 2 was entered into on June 4, 2019, extending the terms of the Contract and Amendment No. 1 another twelve (12) months. The parties believe that the current recycling market justifies extending the Contract and Amendment No. 1 twelve (12) more months, to June 30, 2021.

FINANCIAL ANALYSIS: In the past 12 months, the Sanitation Fund has spent on average \$18,901 per month to process 174 tons of material in the single stream recycling program. The highest one month cost was one year ago, \$21,803. Since that time cardboard has rebounded in value. The cost to process and reuse the glass has averaged \$2,248 per month. Due to savings experienced with respect to the current Contract, the continued cost will not require a rate increase to the customers at this time. The fee will be paid from the solid waste fund.

PERFORMANCE ANALYSIS: The Amendment No. 3 encompasses the following terms:

1. The City will pay CDA Garbage an additional fee for the disposal of recyclables. That fee will be CDA Garbage's net cost per ton (including hauling and MRF fees) in excess of \$20 per ton (i.e., CDA Garbage will pay the first \$20 per ton). In addition, the City's monthly fee is capped at \$25,000. If the fee equals or exceeds \$20,000 per month for three consecutive months, the parties will meet to discuss adjustments in the program to ensure the City's obligation will not exceed \$25,000 each month. The "net cost" will take into consideration any payments to CDA Garbage by the MRFs for the recyclables.

2. These fees will continue to be in effect until June 30, 2021, and the parties will meet prior to the expiration of the term to negotiate any further adjustment to the fee and the program itself.

DECISION POINT/RECOMMENDATION: Council should approve the Amendment No. 3 and authorize the Mayor to sign the Amendment.



Curbside Recycling Guidelines

as posted on the City's website

Thank you for participating in Coeur d'Alene's *Curbside Recycling Program*! Please refer to the following lists to ensure that you are putting acceptable recycling materials into the curbside recycling bins.

While some items are not recyclable through the curbside program, there are locations where they can be recycled locally.

Other Recycling Locations

Glass (clean glass only) – Glass Depot's at Cherry Hill Park and across from the Ramsey Transfer Station

Plastic Bags – local grocery stores and County Solid Waste Transfer Stations

Batteries – County Solid Waste Transfer Stations

Printer Cartridges – local office supply stores

Reduce/Reuse/Recycle! Together we can reduce waste and save taxpayer spending.



Acceptable Recyclables

(Please remove all plastic wrapping and lids, and thoroughly rinse items that contained food and liquids.)

- Newspaper
- Office Paper (including colored paper, shiny paper, and cardstock)
- Junk Mail (plastic window is ok)
- Magazines/Catalogues
- Paperboard From Dry Food Only (e.g., cereal , crackers)
- Telephone Books
- Paper Bags
- Cardboard Boxes (Flattened)
- Aluminum Cans
- Steel/Tin Cans
- Plastic Milk Jugs
- Plastic Bottles or Jugs with a Neck and Twist Off Top
- Plastic Planters
- Paper Packaging
- Cardboard Rolls (e.g., inside paper towels, wrapping paper)



Prohibited Items (not recyclable)

(Note: even if some of the following items have a recyclable symbol, they are not accepted as recyclables through the City's curbside recycling program. Some of these items can be recycled at the County Solid Waste Transfer Stations – see link below.)

- | | |
|--|--|
| •Glass* | •Straws |
| •Plastic Bags* | •Yard Waste/ Pet Waste |
| •Plastic Tubs, Jars, and Food Containers (e.g., yogurt containers) | •Hoses |
| •Pizza Boxes (including lids) | •PVC Pipe |
| •Shredded Paper | •Wood |
| •Plastic Wrap | •Diapers |
| •Take-Out Containers | •Car Parts |
| •Styrofoam/Packing Peanuts | •Light Bulbs |
| •Bubble Wrap | •Batteries* |
| •Tissue Paper | •Printer Cartridges* |
| •Paper Towels | •Anything with food waste or residue on it (e.g., pizza boxes) |
| •Paper Cartons (e.g., milk, juice, soup, etc.) | •Compostable Containers |
| •Plastic Pill Containers (vitamins and prescriptions) | •Metal Hangers |
| •Aluminum Foil | •Receipts |
| •Coffee Cups (paper and plastic) | •Wrapping Paper |
| •Plastic Cups | |
| •Plastic Lids | |

IF IN DOUBT, THROW IT OUT!



RESOLUTION NO. 20-042

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AMENDMENT NO. 3 TO THE SOLID WASTE SERVICES CONTRACT WITH NORTHERN STATE PAK, LLC, D/B/A COEUR D'ALENE GARBAGE.

WHEREAS, the City of Coeur d'Alene approved a contract with Northern State PAK, LLC, d/b/a Coeur d'Alene Garbage Service, for Solid Waste and Single Stream Recycling Collection per Resolution No. 16-020 on April 19, 2016, and the parties entered into Amendment No. 1 to the Contract per Resolution No. 18-037 on July 17, 2018, and Amendment No. 2 to the Contract per Resolution No. 19-019 on June 4, 2019; and

WHEREAS, the City Administrator of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene extend the agreement with Coeur d'Alene Garbage for recycling services, pursuant to terms and conditions set forth in Amendment No. 3 to the Contract, 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 enter into such Amendment;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into Amendment No. 3 to the Solid Waste Services Contract with Coeur d'Alene Garbage, 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 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 No. 3. on behalf of the City.

DATED this 4th day of August, 2020.

Steve Widmyer, 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 _____.

**AMENDMENT NO. 3
TO
SOLID WASTE SERVICES CONTRACT**

This Amendment No. 3 to the Solid Waste Services Contract is entered into this 4th day of August, 2020, by the parties to said Contract, the City of Coeur d'Alene, 710 E. Mullan Rd., Coeur d'Alene, Idaho, hereinafter referred to as the "City," and Northern State PAK, LLC, d/b/a Coeur d'Alene Garbage Service, hereinafter referred to as the "Contractor."

WHEREAS, the Parties, on June 4, 2019, entered into Amendment No. 2 to the Solid Waste Services Contract dated April 19, 2016, (hereinafter referred to as the "Contract") due to significant changes in the recycling industry in recent months; and

WHEREAS, Amendment No. 2 continued the terms and fees agreed to under the Contract as modified by Amendment No. 1 to the Contract, and was to be in effect for twelve (12) months from July 1, 2019, and provided that the parties would meet prior to the expiration of the twelve (12) month period to negotiate any adjustments to the fee; and

WHEREAS, the parties have met in accordance with Amendment No. 2 to the Contract; and

WHEREAS, the conditions of the recycling market have improved in some respects, but have remained the same or deteriorated in other respects; and

WHEREAS, the additional cost for recycling was not reasonably foreseeable at the time the Contract was originally negotiated; and

WHEREAS, recycling is important to the citizens of the City and the City is committed to ensuring that single stream recycling continues in the City to the greatest extent possible; and

WHEREAS, the Contract allows for amendments upon agreement by the parties in writing; and

WHEREAS, it is in the best interests of the City to enter into this Amendment No. 3 for the purpose of facilitating single stream recycling in the City in an efficient, responsible, and economical manner.

NOW, THEREFORE, the Parties agree to an amendment to the Contract, and Amendment Nos. 1 and No. 2 as follows:

1. Paragraph 4.3 of the Base Contract, as amended by Amendment No. 2, is amended as follows:

City shall ensure that Contractor will be paid monthly, within thirty (30) days after an invoice is received by City Finance, for the number of accounts serviced and level of service provided according to service costs defined in Schedule "C"

(Schedule Rate), and for any other costs due hereunder, including cost of recycling bins as provided in Schedule B. Payments will be based on the total amount billed by service level for the applicable month(s). The actual number of each type of account will be determined from the billing records, and may vary from the estimates given in the bid. Payment to Contractor will be based on a computation of the amount due, based on the most recent records of service levels.

In addition, City shall pay to Contractor the actual net cost in excess of twenty dollars (\$20.00) per ton, and not to exceed twenty-five thousand dollars (\$25,000.00) per month, incurred by Contractor for handling the materials in the single stream recycling program, including hauling and MRF fees. The term "net cost" shall account for payment by the MRF to Contractor, if any, for recycled materials. If the City's monthly obligation equals or exceeds twenty thousand dollars (\$20,000.00) for three consecutive months, the parties agree to meet to discuss the single stream recycling program and to make adjustments in the program to ensure that the City does not incur a monthly obligation in excess of twenty-five thousand dollars (\$25,000.00).

The monthly fee set forth in the paragraph above shall be in effect for twelve (12) months from the effective date of this Amendment, which shall be July 1, 2020. The parties agree to meet prior to the expiration of this twelve (12) month term to negotiate any adjustments to this fee and/or the single stream recycling program which may be required or advisable based on the state of the recycling market.

2. In all other respects, the Solid Waste Services Contract, and Amendment Nos. 1 and 2 shall remain in full force and effect.

DATED this 4th day of August, 2020.

CITY OF COEUR D'ALENE

NORTHERN STATE PAK, LLC

Steve Widmyer, Mayor

Philip L. Damiano, Manager

ATTEST:

City Clerk

**CITY COUNCIL
STAFF REPORT**

DATE: August 4, 2020

FROM: Mike Anderson, Wastewater Superintendent

SUBJECT: Wastewater Municipal Code Amendments

DECISION POINT: The Wastewater Department recommends amendments to update and clarify sections in chapters 13.08, 13.12, 13.16, and 13.20 of the City’s Municipal Code.

HISTORY: In June of 2018, Idaho Department of Environmental Quality was granted primacy of the wastewater discharge permits in Idaho from the EPA. This requires a change in our City Ordinance to reference the wastewater discharge permit as an Idaho Pollutant Discharge Elimination System in place of the National Pollutant Discharge Elimination System.

Further changes in the Ordinance include references to particular studies and study dates, elimination of reference to Septage Haulers, and updating the “Department of Environmental Sanitation” to Panhandle Health in references to septic tanks provisions.

FINANCIAL ANALYSIS: There is no financial impact to the City in making these updates.

PERFORMANCE ANALYSIS: The Wastewater Department strives to maintain clarity and transparency to the public. These changes are required to maintain accurate references in the specified Municipal Codes.

DECISION POINT/RECOMMENDATION: Council should approve amending the Municipal Code to more accurately reflect current circumstances.



WASTEWATER MUNICIPAL CODE AMENDMENTS

July 27, 2020



Change Summary

Current Text

- Specifies dated studies
- Specifies “Septage Hauler” requirements
- Refers to Finance Director
- NPDES
- No mention of distance in requirements to connect to wastewater (200 feet as per PHD)

Suggested Revision

- Refers to most recent studies
- Removes this portion
- Refers to City Treasurer or Designee
- IPDES
- Define “200 feet” as distance required to connect



13.20.1.3: Definition:

- **Administrative Orders: Administrative Orders (AOs) are enforcement documents which direct industrial users to undertake or to cease specified activities. The four common type of administrative orders are: Cease and desist orders, Consent orders, Show cause orders, and Compliance orders.**



QUESTIONS?



ORDINANCE NO. _____
COUNCIL BILL NO. 20-1010

AN ORDINANCE AMENDING SECTIONS IN CHAPTERS 13.08, 13.12, 13.16, AND 13.20 OF THE COEUR D'ALENE MUNICIPAL CODE TO CLARIFY REFERENCES TO THE PUBLIC SANITARY SEWER SYSTEM, UPDATE REFERENCES TO SPECIFIC RECOMMENDATIONS AND STUDIES, CLARIFY REFERENCES TO THE CITY TREASURER, ELIMINATE RATE CALCULATIONS FOR SEPTAGE HAULERS, SPECIFY REQUIRED DATA, CLARIFY WHEN STUB FEES AND CAP FEES MUST BE PAID, CLARIFY WHEN SEPTIC TANK OR PRIVATE DISPOSAL SYSTEM MAY BE INSTALLED OR MAINTAINED, SUBSTITUTE "IDAHO POLLUTANT DISCHARGE ELIMINATION SYSTEM" FOR "NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM," ADD AND CORRECT CERTAIN DEFINITIONS, MODIFY A PROVISION REGARDING RECORDS RETENTION, AND MAKE OTHER CORRECTIONS AND CLARIFICATIONS; 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 section 13.08.010 of the Coeur d'Alene Municipal Code be amended as follows:*

It has been determined that the cost of operation, maintenance and improvement of the [public](#) wastewater collection and treatment works is largely dependent upon the quantity and quality of effluent discharged by the various users into the system; and that the charging of a fee based upon the quantity of wastewater discharged and the strength of effluent discharged by such users will result in an equitable distribution of the costs amongst the users. To equitably establish such fees, sewer users have been classified in several classes according to volume and strength of effluent received from various properties and fees have been calculated for the various classifications based on the factors set out and recommendations made in the [most recent and adopted](#) City of Coeur d'Alene wastewater cost of service rate study, ~~March 2018~~, by HDR Engineering Inc., [or any successor thereto](#), which study is on file in the Office of the City Clerk.

SECTION 2. *That section 13.08.020 of the Coeur d'Alene Municipal Code be amended as follows:*

Users of the Coeur d'Alene [public](#) wastewater collection and treatment works are assessed charges that become effective as outlined below:

Customer Class		FY 2018	FY 2019	FY 2020	FY 2021	FY 2022
Residential:						
	Monthly service charge	\$11.66	\$12.43	\$13.24	\$14.10	\$14.99
	Usage charge, \$/dwelling unit	26.31	\$28.03	29.86	31.81	33.82
	Total monthly charge per account	\$37.98	\$40.46	\$43.10	\$45.91	\$48.82
Residential-low:						
	Monthly service charge	\$11.66	\$12.43	\$13.24	\$14.10	\$14.99
	Usage charge, \$/dwelling unit	4.85	5.16	5.50	5.86	6.24
	Total monthly charge per account	\$16.51	\$17.59	\$18.74	\$19.96	\$21.23
Commercial-low:						
	Monthly service charge	\$11.66	\$12.43	\$13.24	\$14.10	\$14.99
	Usage charge, \$/kgal	4.37	4.65	4.96	5.28	5.61
Commercial-medium:						
	Monthly service charge	<u>\$11.66</u>	<u>\$12.43</u>	<u>\$13.24</u>	<u>\$14.10</u>	<u>\$14.99</u>
	Usage charge, \$/kgal	5.01	5.33	5.68	6.05	6.44
Commercial-high:						
	Monthly service charge	<u>\$11.66</u>	<u>\$12.43</u>	<u>\$13.24</u>	<u>\$14.10</u>	<u>\$14.99</u>
	Usage charge, \$/kgal	5.64	6.00	6.39	6.81	7.24

A. Rate Calculations: Rate calculations for customer classifications are described below. Customer classifications are described in the [March 2018 most recent and adopted](#) City of Coeur d'Alene wastewater cost of service rate study report appendix C.

1. Residential Customer Class: Residential customers include single-family residences and duplexes. The monthly bill to the residential accounts will comprise of two (2) parts: a) a monthly service charge per account, and b) a usage charge per dwelling unit.

Using water use records from the nonirrigation month period, wastewater usage will be averaged for the class each year to determine if the usage charge needs to be adjusted. Duplexes with two (2) meters will be assessed two (2) separate usage rates. Duplexes with one meter will also be assessed two (2) usage rates.

2. Residential-Low Customer Class: Single-family or duplex customers are eligible for this classification when they are full time year round residents that use less than two thousand five hundred (2,500) gallons of water per month based on the nonirrigation months and based on at least one year of water use records. The monthly bill to the residential-low accounts will comprise of two (2) parts: a) a monthly service charge per account, and b) a usage charge per dwelling unit. Using water use records from the nonirrigation month period, wastewater usage will be averaged for the class each year to determine if the usage charge needs to be adjusted.

3. Residential-Vacation Rate: Single-family or duplex customers are eligible for this rate when they do not occupy their homes for an extended time period, and have the water turned off. When both requirements are met, the customer will be charged the wastewater monthly service charge per account.

4. Commercial Customer Classes: Commercial classifications include multi-family properties with three (3) or more dwelling units, mobile home parks, government, commercial, and industrial businesses. The monthly bill to the commercial accounts will comprise of two (2) parts: a monthly service charge per account and a usage charge per thousand gallons of flow. The usage charge differs for each of the commercial customer classifications relative to the different strengths of wastewater estimated or determined for the customer. Using water use billing records, usage for commercial accounts will be the actual metered water use each month. The monthly usage for each account will be multiplied by the respective usage charge for the appropriate class to determine the usage rate component of each commercial customer's bill.

B. Combined Use Rates: Users which fall into more than one customer class are charged by assigning them to the higher use commercial classification.

C. Customers Not On City Water System: Nonresidential customers who do not receive all of their water from the City water system must meter, at their expense, all water which is supplied by another system.

~~D. Septage Haulers: The rate per one thousand (1,000) gallons discharged shall be two hundred dollars (\$200.00) plus any additional pretreatment costs which include, but are not limited to, sampling, processing, monitoring, and testing of the septage waste. Included in this category is other discharge from septage tanks, or holding tanks, which will be charged the applicable rate based on estimated or measured volume and strength in addition to the applicable CAP fee.~~

ED. Special Case Procedures: Uses not categorized above or not clearly defined as being within one or more of the above classifications shall be charged a rate to be determined by the following formula:

Example for calculating the monthly bill during FY 2012-2013:

$\$7.80 + \$1.73 * \text{monthly billed water use (kgal)} + \$0.07 * \text{calculated lbs of BOD} + \$0.35 * \text{calculated lbs of SS} + \$0.74 * \text{calculated lbs of P} + \$2.98 * \text{calculated lbs of NH}_3\text{N}$. The City reserves the right to determine the final measured flow and strength levels.

FE. Installation Of Private Meter: Should any user consider himself to be aggrieved by the foregoing schedules or by the determination of the Wastewater Superintendent, such user may install a meter or devices which measure the strength and continuous flow of his-user's sewage, in which event a charge shall be fixed based on the indicated results for not less than one (1) year. Such meter or devices shall be installed at the expense of the user, and shall be calibrated or installed to the satisfaction of the Wastewater Superintendent or Superintendent's designee.

GF. Users In Fernan Village: Users in Fernan Village shall pay according to the following schedule:

Customer Class	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022
Fernan Village residential:					
Monthly service charge	\$11.66	\$12.43	\$13.24	\$14.10	\$14.99
Usage charge, \$/dwelling unit	18.81	20.03	21.33	22.73	24.17
Total monthly charge per account	\$30.47	\$32.46	\$34.57	\$36.83	\$39.16
Fernan Village commercial:					
Monthly service charge	\$11.66	\$12.43	\$13.24	\$14.10	\$14.99
Usage charge, \$/kgal	3.78	4.03	4.29	4.57	4.86

HG. User Charges For Commercial Accounts Based On Nonirrigation Month Water Use: Commercial accounts existing before March 1, 2003, that have been charged the usage component of the monthly bill based on nonirrigation month water use records will continue to be billed in this manner as long as the City's Finance Director/Treasurer or designee is satisfied that nonirrigation month water usage is representative and accurately represents the wastewater discharge each month of the year. These accounts will not be eligible for this method of bill calculation when the property has a change of ownership, the use of the property changes, or improvements are made to the property that require City building or plumbing permits. Upon determination of noneligibility by the Finance Director/City Treasurer or designee, a customer desiring elimination of irrigation water from the water meter reading may install a second water

service and meter at his own expense that is dedicated to irrigation water. In this manner, the wastewater user charge will not include irrigation water that does not enter the sewer.

H. Vacancies: At any month during which the occupant does not occupy the residence or business, and does not show water use, the wastewater charge for that month shall be equal to the monthly service charge.

J. Change Of Use: The customer is responsible for immediate written notification to the City Finance Department of any change in use for correct classification for billing. No adjustment to bills will be made sooner than sixty (60) days from written notification.

SECTION 3. *That section 13.08.040 of the Coeur d'Alene Municipal Code be amended as follows:*

All billings for charges and fees levied and assessed under the provisions of this chapter shall be made by, and all payments shall be paid to, the Office of the Treasurer of the City. Billings shall be at the discretion of the City Treasurer or designee, in the name of either the owner or occupant, or both, of the premises against which the charge or fee is made.

SECTION 4. *That section 13.08.065 of the Coeur d'Alene Municipal Code be amended as follows:*

Prior to the issuance of an building or plumbing excavation permit or any other time a premises is connected to any part of the City sanitary sewer system by an existing sewer stub financed by the City, the owner thereof, in addition to other fees required by law, shall be charged a sanitary sewer stub fee. The owner shall pay the sewer stub fee to the City Treasurer or designee in an amount to be determined by the City Council based upon the then existing cost to construct and install sanitary sewer stubs; provided, however, that when any premises is connected to a part of the City sanitary sewage system financed by a local improvement district, or when the stub was privately financed, such as in a subdivision, there shall be no sanitary sewer stub fee.

SECTION 5. *That section 13.08.070 of the Coeur d'Alene Municipal Code be amended as follows:*

The owner, to the extent permitted by law, and occupant of any such premises using the public sanitary sewer system shall be jointly and severally liable for all fees and charges assessed by the city. Such charges shall become a lien upon and against the property against which the charge or fee is levied to the extent permitted by the laws of the state and the ordinances of the city and may be collected in any manner permitted or hereafter permitted by law.

SECTION 6. *That section 13.08.080 of the Coeur d'Alene Municipal Code be amended as follows:*

In case of nonpayment or delinquency in the payment of sewer charges or fees imposed, the wastewater department of the city is authorized and directed to, upon ten (10) days' notice to the owner, occupant or person in charge of the premises, disconnect and plug the sewer connection

with the sewer system of the city and such sewer shall remain disconnected until such fees, including a reconnection fee of two hundred dollars (\$200.00), has been paid to the [City Treasurer or designee](#).

SECTION 7. *That section 13.08.090 of the Coeur d'Alene Municipal Code be amended as follows:*

All fees and charges received and collected under authority of this chapter shall be deposited and credited to a special fund to be designated as the wastewater fund. The accounts of the fund shall show all receipts and expenditures for the maintenance, operation, upkeep and repair and capital outlay of the [public](#) sanitary sewer system, including the payment of bonds issued to finance such capital outlay. When budgeted and appropriated, the funds and credits to the account of the wastewater fund shall be available for the payment of the requirements for the maintenance, operation, repairs and upkeep and improvements of the [public](#) sewer system and sewage disposal facilities of the city, including the payment of bonds issued therefor.

SECTION 8. *That a new definition be added to section 13.12.010(B) of the Coeur d'Alene Municipal Code as follows:*

CESSPOOL: An underground structure or tank used for storage of liquid wastes and sewage.

SECTION 9. *That section 13.12.030 of the Coeur d'Alene Municipal Code be amended as follows:*

No person shall erect, maintain, or continue the use of any septic tank or private disposal system on any property within the city abutting a public street, alley, or easement in which there is an adequate city sewer collector line [within two hundred feet \(200'\) of any property line](#).

SECTION 10. *That section 13.12.035 of the Coeur d'Alene Municipal Code be amended as follows:*

The owner of any property within the city of Coeur d'Alene, the use of which property results in the generation or existence of sewage, which property abuts a public street, alley, or easement in which there is an adequate city sewer collector line [within two hundred feet \(200'\) of the property line](#) shall at the owner's expense connect ~~the-all~~ sewage generating facilities on such property to the city sewer system within three hundred sixty five (365) days after notice to such owner to so connect. The owner will be deemed to have received such notice when the notice has been placed in the United States mail with postage affixed, addressed to the owner at the address of the owner as it appears on the Kootenai County tax rolls.

SECTION 11. *That section 13.12.037 of the Coeur d'Alene Municipal Code be amended as follows:*

The [lot-property](#) owner is responsible for maintenance and replacement as necessary for the private sewer lateral that connects a dwelling or business to the connection (tee) at the public sewer main including any necessary maintenance and/or replacement within the public rights of way and

public utility easements. Any work within the public rights of way or public utility easements must be approved by the city engineer or his/her designee prior to the commencement of work.

SECTION 12. *That section 13.12.038 of the Coeur d'Alene Municipal Code be amended as follows:*

Owners of property served by private sewers are responsible for construction, ~~and~~ maintenance, repair, and replacement of those sewers according to the current approved city plumbing code. Private sewers are sewer systems that have not been donated and accepted for ownership and maintenance by the city wastewater department. Private sewers may serve multiple dischargers on an individual lot or lots, and generally are not located on public right of way or public utility easements.

SECTION 13. *That section 13.12.040 of the Coeur d'Alene Municipal Code be amended as follows:*

Where, under the provisions of this chapter, the construction and maintenance of a septic tank or private sewage disposal system are authorized, such septic tank or private sewage disposal system shall be constructed according to the recommended standards for individual sewage disposal systems promulgated by ~~the department of health, division of environmental sanitation of the state of Idaho, bulletin no. 6, 1970, which bulletin is adopted as a part of this chapter and three (3) copies of which, certified by the clerk of the city, shall be kept in the office of the city clerk~~ Panhandle Health District, Environmental Health Services, pursuant to IDAPA 58.01.03 – Individual/Subsurface Sewage Disposal Rules.

SECTION 14. *That section 13.12.060 of the Coeur d'Alene Municipal Code be amended as follows:*

~~A.~~—The dumping of any sewage sludge or other refuse from septic tanks, holding tanks or other sources located within or outside the city limits of the city is prohibited unless approved by the city council.

SECTION 15. *That section 13.16.010 of the Coeur d'Alene Municipal Code be amended as follows:*

A. The owners of property connecting to the Coeur d'Alene public sewer system, directly or by connecting to a private system that connects to the City sewer system, except property for which a monthly sewer service charge was being made prior to June 1, 1979, or except property for which a wastewater treatment plant expansion fee has been assessed by a local improvement district, shall be assessed a sewer capitalization fee (in addition to any hookup fee), in an amount as set forth in the following schedule:

CAPITALIZATION FEE SCHEDULE

General Customer Classification		Population Equivalents (PE)	Units	Fee Per Unit
				FY 2018
Capitalization fee per PE				\$1,383.00
Residential:				
	Single-family dwelling/ADU	2.39		\$ 3,305.00
	Multiple-family dwelling (up to 2 units)	2.39	Per unit	\$ 3,305.00
Commercial - low:				
	Bar or tavern	0.20	Per seat	\$ 277.00
	Factories	0.10	Per 100 sq. ft.	\$ 138.00
	Hospital	2.50	Per bed	\$ 3,458.00
	Institution (other than hospital) ²	1.25	Per bed	\$ 1,729.00
	Mobile home	2.39	Per unit	\$ 3,305.00
	Multiple-family dwelling (>2 units)	2.20	Per unit	\$ 3,043.00
	Office space	0.10	Per 100 sq. ft.	\$ 138.00
	Retail space	0.05	Per 100 sq. ft.	\$ 69.00
	School (without meal preparation)	0.08	Per student and staff	\$ 111.00
	Warehouse	0.04	Per 100 sq. ft.	\$ 55.00
Commercial - medium:				
	Hotel or motel (without kitchen facilities in room)	1.30	Per unit	\$ 1,798.00
Commercial - high ¹ :				
	Bakeries	0.20	Per seat	\$ 351.00
	Bowling alley	1.00	Per lane	\$ 1,755.00
	Funeral homes	0.05	Per 100 sq. ft.	\$ 88.00
	Grocery markets with garbage disposals	0.04	Per 100 sq. ft.	\$ 70.00
	Hotel or motel (with kitchen facilities in room)	1.60	Per unit	\$ 2,807.00
	Laundry, commercial	1.90	Per washing machine	\$ 3,334.00
	Microbrewery ³		Per PE	n/a
	Restaurants	0.20	Per seat	\$ 351.00
	RV parks ⁴		Per PE	n/a
	School (with meal preparation)	0.13	Per student and staff	\$ 228.00
	Theaters (indoor per seat and outdoor per parking)	0.03	Per seat	\$ 53.00

Notes:

1. Fees for customers in the commercial-high classification include an extra strength surcharge for higher loadings of \$371.54 per PE.
2. Institution (other than hospital) includes childcare/group homes with more than 8 occupants and 2 caregivers.
3. PEs determined on an individual basis.
4. RV park PEs will be calculated on an individual basis at the current gallon per day calculation based on City data.

B. The sewer capitalization fees fixed herein are based upon population equivalents (65 gallons per day, 0.082 pound per day biochemical oxygen demand (BODs), 0.082 pound per day suspended solids (SS), and 0.006 pound per day total phosphorus (TP) and 0.0137 pound per day nitrogen). The present population equivalent charge upon which the present residential and residential strength commercial rates are fixed is one thousand three hundred eighty-three dollars (\$1,383.00) for FY 2017-2018 through FY 2022-2023. The population equivalent charge upon which individual high strength commercial sewer connection charges are based includes a high strength surcharge to account for the greater than residential strength of these classifications. Development of these high strength population equivalent charges was tabulated in [Appendix C of the most recent and adopted City of Coeur d'Alene wastewater rate and fee study, March 2018, by HDR Engineering Inc., or its successor.](#) and includes the following steps:

1. Calculation of the incremental strengths for the commercial-high customer classifications. "Incremental strength" is defined as the difference between the strength of a high strength commercial classification and residential strength (0.082 pound/day BOD, 0.082 pound/day SS, 0.006 pound/day TP, and 0.0137 pound/day nitrogen). The incremental strengths are shown in [Appendix C, table C-3.](#)
2. Multiplication of the incremental strength(s) by the respective unit costs (\$100.84 pound/day BOD, \$1,110.18 pound/day SS, \$42,492.79 per pound/day TP and \$2,931.98 per pound/day nitrogen). Summing the results yields the high strength surcharge of three hundred seventy-one dollars fifty-four cents (\$371.54) as shown in [Appendix C, table C-3.](#)
3. Adding the high strength surcharge to the population equivalent charge for residential strength customer yields the population equivalent charge for the high strength commercial classification.

C. Industrial users or other businesses with industrial waste, and uses not categorized above or not clearly defined as being within one or more of the above classifications shall be charged at a rate to be determined by the City Council upon application of the property owner, after considering all relevant evidence pertaining thereto at a public hearing held for such purpose; the

rate shall be established based upon consideration of the nature and intensity of the proposed use and total impact upon the City sewer system. The charge shall be directly related to the cost of providing sewage facilities for such use, and shall be proportionately consistent with the schedule set forth herein.

SECTION 16. *That section 13.16.015 of the Coeur d'Alene Municipal Code be amended as follows:*

The owners of property connecting to the Coeur d'Alene sewer system which prior to 1979 had sewer service available and did not refuse to pay a monthly user charge, and would have been billed a monthly user charge except for an apparent error made by the City, shall, at the owner's option in place of the sewer capitalization fee, established herein, pay to the City a sum equal to the total monthly user charges that would have been collected prior to the date the property is connected to the [public](#) sewer system.

SECTION 17. *That section 13.16.025 of the Coeur d'Alene Municipal Code be amended as follows:*

A. Whenever a [structure-property](#) for which a monthly sewer user charge was being made prior to June 1, 1979, and which has not been assessed a sewer capitalization fee for any use thereof becomes vacant and remains vacant for a continuous period of not less than five (5) years, the sewer capitalization fee exemption as set forth in section 13.16.010 of this chapter for the prior use of the [structure-property](#) shall expire. The [structure-property](#) may be used thereafter, but shall be assessed a sewer capitalization fee in an amount as set forth in section 13.16.010 of this chapter.

B. Regardless of subsection A of this section, where a monthly user charge was being made prior to June 1, 1979, and which has not been assessed a sewer capitalization fee, the sewer capitalization fee exemption set forth in section 13.16.010 of this chapter shall not expire after five (5) years from the time that any use becomes and remains vacant if the owner can reasonably document the past use of the service. In those cases, a reasonable credit shall be transferred and applied to the then current sewer capitalization fee.

SECTION 18. *That section 13.16.027 of the Coeur d'Alene Municipal Code be amended as follows:*

Restaurants which have paid a sewer capitalization fee pursuant to section 13.16.010 of this chapter for their normal business activities, and seek to expand their business beyond their [permanent seating whether outdoors or within the](#) enclosed business premises for a temporary period not to exceed five (5) consecutive months in any calendar year, may pay for the temporary expanded use, in lieu of the sewer capitalization fee as set out in section 13.16.010 of this chapter, an annual temporary charge of 0.016 population equivalents per additional seat as set out in subsection 13.16.010B of this chapter. Said temporary fee shall not be applied as a credit towards the capitalization fee required under section 13.16.010 of this chapter.

SECTION 19. *That section 13.16.030 of the Coeur d'Alene Municipal Code be amended as follows:*

The population equivalent charge (upon which the sewer capitalization fee is based) ~~was~~is developed for ~~the a~~ five (5) year study period (~~fiscal years 2013-2014 through 2016-2017~~) using the system buy-in method as presented ~~in for~~ the eCity of Coeur d'Alene in the most recent and adopted wastewater rate and fee study, ~~January 2013~~, by HDR Engineering Inc., or its successor. The system buy in method recovers the biochemical oxygen demand (BOD), suspended solids (SS), total phosphorus (TP), and nitrogen (N) using the following equation:

Population equivalent charge = original cost less accumulated depreciation/currently used system capacity + growth related new facilities/new capacity

Adjustments to the population equivalent charge during the five (5) year period shall be made if:

- A. Estimated growth in the city changes significantly, and/or
- B. The cost of the proposed CIP facilities changes significantly.

At the end of the five (5) year study period, the population equivalent charges shall be updated for the succeeding five (5) year study period.

SECTION 20. *That section 13.16.050 of the Coeur d'Alene Municipal Code be amended as follows:*

The sewer capitalization fee provided in section 13.16.010 of this chapter shall be paid to the eCity ~~€~~Treasurer or designee:

- A. With the application for a building permit; or
- B. With the application for ~~an excavation~~plumbing permit for the connection to the public sewer system in the event no building permit is at that time required for the construction of improvements on the property.

Such building or excavation permit shall not be issued until the sewer capitalization fee required herein has been paid.

- C. The sewer capitalization fee is required when uses are expanded and would normally be paid with the application of a building or plumbing permit. In a case where no building or plumbing permit is needed or requested, the fee is due at the earlier of:
 - 1. Time of the expanded use;
 - 2. Approval of a special use permit; or
 - 3. Time of initial licensing or relicensing of a childcare/daycare facility.

SECTION 21. *That section 13.16.060 of the Coeur d'Alene Municipal Code be amended as follows:*

A. In case of nonpayment or delinquency in payment of charge provided herein, the city may discontinue sewer services to the property for which such charge is made. Where such property is also serviced by the water division for the city, the discontinuance of sewer service may be ~~effected~~ affected by the discontinuance of the water service. There will be no turn off and turn on fee for such sewer service; however, to enforce these procedures, the existing charges for water service turn off and turn on shall prevail. Water service may be turned off in such cases due to any infraction of these rules and regulations, and will not be turned on until such time as the infraction is corrected and costs due resulting from such infractions are paid to the city.

B. The owner of such property using the city sewer system shall be liable for all fees and charges assessed by the city. Such charges shall become a lien upon and against the property liable for the charge or fee to the extent permitted by laws of the state and the ordinances of the city, and may be collected in any manner permitted or hereafter permitted by law.

SECTION 22. *That section 13.16.070 of the Coeur d'Alene Municipal Code be amended as follows:*

All charges received and collected pursuant to this chapter shall be by the ~~e~~City ~~†~~Treasurer or designee deposited and credited to a special fund, to be designated as the sewer system capital improvement fund, which fund is established pursuant to Idaho Code section 59-236. The sewer system capital improvement fund shall be used only for expansion of the public sewer system, storm sewer separation, improvement or expansion of the present sewage disposal plant or the construction of additional sewage treatment facilities.

SECTION 23. *That the following definitions contained in section 13.20.1.3 of the Coeur d'Alene Municipal Code be amended as indicated:*

ADMINISTRATIVE ORDERS: Administrative Orders (AOs) are enforcement documents which direct industrial users to undertake or to cease specified activities. The four common types of administrative orders are Cease and desist, Consent, Show cause, and Compliance.

APPROVAL AUTHORITY: The ~~EPA region 10 administrator~~Idaho Department of Environmental Quality (DEQ) is the approval authority.

GRAB SAMPLE: A grab sample ~~which is taken from a waste stream on a onetime basis without regard to the flow in the waste stream and without consideration of time~~is an individual sample collected over a period of time not exceeding fifteen (15) minutes.

INTERFERENCE: A discharge which alone or in conjunction with a discharge or discharges from other sources inhibits or disrupts the POTW, its treatment processes or operations or its sludge processes, use or disposal or is a cause of a violation of the city's ~~NPDES-IPDES~~ permit or of the prevention of sewage sludge use or disposal in compliance with any of the following statutory/regulatory provisions or permits issued thereunder (or more stringent state or local

regulations): section 405 of the clean water act; the solid waste disposal act (SWDA), including title II commonly referred to as the resource conservation and recovery act (RCRA); any state regulations contained in any state sludge management plan prepared pursuant to subtitle D of the SWDA; the clean air act; the toxic substances control act.

PASS-THROUGH: A discharge which exits the POTW into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the city's ~~NPDES~~ IPDES permit (including an increase in the magnitude or duration of a violation).

SECTION 24. *That the following abbreviations be added to the table in section 13.20.1.4 of the Coeur d'Alene Municipal Code:*

IDEQ	Idaho Department of Environmental Quality
IPDES	Idaho Pollutant Discharge Elimination System

SECTION 25. *That certain subsections 13.20.2.1 of the Coeur d'Alene Municipal Code be amended as follows:*

8. Recreational Vehicles (RV), ~~Trucked~~ or hauled pollutants, except at discharge points designated by the City in accordance with section 13.20.2.12 of this chapter;

AND

10. Wastewater which imparts color which cannot be removed by the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions, which consequently imparts color to the treatment plant's effluent, thereby violating the City's ~~NPDES~~ IPDES permit. Color (in combination with turbidity) shall not cause the treatment plant effluent to reduce the depth of the compensation point for photosynthetic activity by more than ten percent (10%) from the seasonably established norm for aquatic life;

AND

19. Any substance which will cause the POTW to violate its ~~NPDES~~ IPDES and/or other disposal system permits; or

SECTION 26. *That section 13.20.4.10 of the Coeur d'Alene Municipal Code be amended as follows:*

Users subject to the reporting requirements of this chapter must retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by this chapter and any additional records of information obtained pursuant to monitoring activities undertaken by the user independent of such requirements, and documentation associated with best management practices established under subsection 13.20.2.4C of this chapter. Records include the date, exact place, method, and time of sampling and the name of the person(s) taking the samples; the dates analyses were performed; who performed the analyses; the analytical

techniques or methods used; and the results of such analyses. These records must remain available for a period of at least ~~three-five~~ (35) years. This period will be automatically extended for the duration of any litigation concerning the user or POTW, or where the user has been specifically notified of a longer retention period by the superintendent.

SECTION 27. *That section 13.20.7.1 of the Coeur d'Alene Municipal Code be amended as follows:*

Information and data on a user obtained from reports, surveys, wastewater discharge permit applications, wastewater discharge permits, and monitoring programs, and from city inspection and sampling activities, will be available to the public without restriction, unless the user specifically requests, and is able to demonstrate to the satisfaction of the city, that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets under applicable state law. When requested and demonstrated by the user furnishing a report that such information should be held confidential, the portions of a report which might disclose trade secrets or secret processes will not be made available for inspection by the public, but will be made available immediately upon request to governmental agencies for uses related to the ~~NPDES-IPDES~~ program or pretreatment program, and in enforcement proceedings involving the person furnishing the report. Wastewater constituents and characteristics and other effluent data as defined by 40 CFR 2.302 will not be recognized as confidential information and will be available to the public without restriction.

SECTION 28. *That section 13.20.12.2 of the Coeur d'Alene Municipal Code be amended as follows:*

A user has an affirmative defense to an enforcement action brought against it for noncompliance with the prohibitions in subsections 13.20.2.1A and B3 through B7 of this chapter if it can prove that it did not know, or have reason to know, that its discharge, alone or in conjunction with discharges from other sources, would cause pass-through or interference and that either: a) a local limit exists for each pollutant discharged and the user was in compliance with each limit directly prior to, and during, the pass-through or interference; or b) no local limit exists, but the discharge did not change substantially in nature or constituents from the user's prior discharge when the city was regularly in compliance with its ~~NPDES-IPDES~~ permit, and in the case of interference, was in compliance with applicable sludge use or disposal requirements.

SECTION 29. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 30. 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 31. 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 August 4th, 2020.

APPROVED, ADOPTED and SIGNED this 4th day of August, 2020.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Amending Sections in Chapters 13.08, 13.12, 13.16, and 13.20
of the Coeur d'Alene Municipal Code

AN ORDINANCE AMENDING SECTIONS IN CHAPTERS 13.08, 13.12, 13.16, AND 13.20 OF THE COEUR D'ALENE MUNICIPAL CODE TO CLARIFY REFERENCES TO THE PUBLIC SANITARY SEWER SYSTEM, UPDATE REFERENCES TO SPECIFIC RECOMMENDATIONS AND STUDIES, CLARIFY REFERENCES TO THE CITY TREASURER, ELIMINATE RATE CALCULATIONS FOR SEPTAGE HAULERS, SPECIFY REQUIRED DATA, CLARIFY WHEN STUB FEES AND CAP FEES MUST BE PAID, CLARIFY WHEN SEPTIC TANK OR PRIVATE DISPOSAL SYSTEM MAY BE INSTALLED OR MAINTAINED, SUBSTITUTE "IDAHO POLLUTANT DISCHARGE ELIMINATION SYSTEM" FOR "NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM," ADD AND CORRECT CERTAIN DEFINITIONS, MODIFY A PROVISION REGARDING RECORDS RETENTION, AND MAKE OTHER CORRECTIONS AND CLARIFICATIONS; 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 a Chief Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Amending Sections in Chapters 13.08, 13.12, 13.16, and 13.20 of the Coeur d'Alene Municipal Code to clarify references to the public sanitary sewer system, update references to specific recommendations and studies, clarify references to the city treasurer, eliminate rate calculations for septage haulers, specify required data, clarify when stub fees and cap fees must be paid, clarify when septic tank or private disposal system may be installed or maintained, substitute "Idaho Pollutant Discharge Elimination System" for "National Pollutant Discharge Elimination System," add and correct certain definitions, modify a provision regarding records retention, and make other corrections and clarifications, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the content thereof.

DATED this 4th day of August, 2020.

Randall R. Adams, Chief Deputy City Attorney



Finance Department Staff Report

Date: August 4, 2020
From Vonnie Jensen, Comptroller
Subject: Preliminary Budget for FY 2020-21

Decision Point: To approve Resolution No. 20-043 which sets the public hearing date and the high dollar amount (\$104,165,274) in expenditures for the 2020-2021 Fiscal Year Financial Plan (Annual Appropriation).

History: Idaho code requires that the City Council approve an appropriations ordinance each year. The purpose of the ordinance is to establish a ceiling for expenditures and disclose the potential property tax revenue necessary to balance the budget. The financial plan or budget is the guide and detailed report for establishing these numbers.

Financial analysis: The financial plan is an estimate of revenues and expenditures for the upcoming year. The expenditures are classified by department as well as by fund or service and the revenues are classified by source. Included in the budget as per Idaho Code 50-1002 are actual revenues and expenditures from the prior two fiscal years, budgeted revenues and expenditures for the current fiscal year, and proposed revenues and expenditures for the upcoming fiscal year. The revenue includes a 3% increase in property tax revenue, new growth from property taxes but no foregone property taxes.

Decision Point: To approve Resolution No. 20-043 which sets the public hearing date and the high dollar amount for the 2020-21 Fiscal Year Financial Plan (Annual Appropriation).

SUGGESTED CHANGES FROM PRELIMINARY BUDGET TO RESOLUTION

Revenues Preliminary Budget	\$ 112,611,201
Change in New Growth from preliminary to final valuation	(3,258)
3% Tax increase	687,110
Increase in contribution from KCEMSS	51,000
Increase in Fire Dept Services	45,599
Increase in SRO contributions from SD #271 and NIC	54,292
Increase in Water interest to cover health ins increase	5,821
Decrease in use of General Fund Fund Balance	(695,125)
Revised Revenues	<u>\$ 112,756,640</u>
Expense Preliminary Budget	\$ 103,916,071
Health insurance increase 1.8% - General Fund and Library	72,333
Health insurance increase 1.8% - Proprietary Funds	13,585
Administration - Decrease to Travel and Training	(1,000)
Municipal Services - decrease to Software Licensing	(18,358)
Municipal Services - decrease to Automation Plan	(78,850)
Municipal Services - decrease to Communications	(15,115)
Municipal Services - decrease to Jobs Plus	(5,000)
Municipal Services - decrease to Panhandle Area Council	(2,590)
Planning - Decrease in Professional Services	(42,000)
Planning - decrease to 2030	(5,000)
Police - 1 Sergeant positions	(124,519)
Police - .25 Sergeant positions starts 1/1/2021	(31,281)
Police - Property Specialist position back to part-time	(45,248)
Police - Code Enforcement position	(77,303)
Placeholder	629,517
Streets - decrease to Public Transit	(25,000)
Parks - Lead Maintenance worker start 3/1/2021	(30,487)
Library - Reference Clerk position	(60,481)
Drainage - budget changes	96,000
Revised Expenses	<u>\$ 104,165,274</u>

SUGGESTED CHANGES FROM RESOLUTION to ORDINANCE

Revenue total from Budget Resolution	\$ 112,756,640
3% Tax increase removed	(687,110)
Decrease in use of General Fund Fund Balance	(47,409)
CARES Grant Property tax relief funds	105,000
Total revenues for ordinance	<u>\$ 112,127,121</u>
Expense Total from Budget Resolution	\$ 104,165,274
Removal of place holder	(629,519.00)
Total expenses for ordinance	<u>\$ 103,535,755</u>

Proposed Resolution

CITY OF COEUR D'ALENE FINANCIAL PLAN, FISCAL YEAR 2020-21 ALL CITY FUNDS

GENERAL FUND	REVENUES					EXPENDITURES					ENDING BALANCE
	BEGINNING BALANCE	PROPERTY TAXES	TRANSFERS IN	OTHER INCOME	TOTAL REVENUES	WAGES/BENEFITS	SERVICES/SUPPLIES	CAPITAL OUTLAY	TRANSFERS OUT	TOTAL EXPENDS	
Mayor/Council Administration						\$243,342	\$8,400			\$251,742	
Finance Department						214,699	3,000			217,699	
Municipal Services						695,484	539,300			1,234,784	
Human Resources						1,278,345	516,561	\$10,000		1,804,906	
Legal Department						342,230	76,595			418,825	
Planning Dept						1,265,260	48,153			1,313,413	
Building Maintenance						641,592	85,300	-		726,892	
Police Department						336,901	210,625			547,526	
Police Grants						14,988,826	1,619,594	117,738		16,726,158	
KCJA Task Force						-	6,000			6,000	
Fire Department						10,068,973	633,838	8,000		10,710,811	
Streets/Engineering						3,073,344	1,772,853	135,000		4,981,197	
Parks Department						1,751,110	697,620	-		2,448,730	
Recreation Dept.						561,328	183,880	-		745,208	
Building Inspection						918,356	40,129	-		958,485	
General Government	\$1,384,429	\$22,422,998	\$2,938,686	17,128,832	43,874,945		4,050		\$778,519	782,569	
TOTALS	\$1,384,429	\$22,422,998	\$2,938,686	\$17,128,832	\$43,874,945	\$36,379,790	\$6,445,898	\$270,738	\$778,519	\$43,874,945	
SPECIAL FUNDS:											
Library Fund	\$100,000	\$1,622,045		\$14,000	\$1,736,045	\$1,330,045	\$226,000	\$180,000	-	\$1,736,045	(0)
CDBG	-	-	-	695,032	695,032	74,754	620,278	-	-	695,032	0
Impact Fees	3,000,000	-	-	620,000	3,620,000	-	-	-	\$450,000	450,000	\$3,170,000
Parks Capital Imp.	209,000	-	-	323,260	532,260	-	72,000	251,260	-	323,260	209,000
Annexation Fees	95,000	-	-	100,000	195,000	-	-	-	195,000	195,000	-
Cemetery Fund	-	-	160,000	148,155	308,155	200,837	74,900	-	31,050	306,787	1,368
Cemetery Perpetual Care	1,000,000	-	51,050	-	1,051,050	-	6,500	-	160,000	166,500	884,550
Jewett House	15,000	-	-	12,000	27,000	-	26,353	-	-	26,353	647
Reforestation	24,000	-	-	4,500	28,500	-	6,500	-	-	6,500	22,000
Street Trees	190,000	-	-	81,500	271,500	-	112,000	-	-	112,000	159,500
Community Canopy	-	-	-	1,500	1,500	-	1,500	-	-	1,500	-
Public Art Fund	420,000	-	-	121,000	541,000	-	61,300	210,000	-	271,300	269,700
TOTALS	\$5,053,000	\$1,622,045	\$211,050	\$2,120,947	\$9,007,042	\$1,605,636	\$1,207,331	\$641,260	\$836,050	\$4,290,277	\$4,716,765
ENTERPRISE:											
Street Lighting Fund	\$26,000		\$129,000	\$578,250	\$733,250		\$733,250			\$733,250	
Water Fund	2,707,321		5,300,000	6,559,049	14,566,370	\$2,315,352	4,348,000	\$7,298,500	\$604,518	14,566,370	(0)
Wastewater Fund	7,543,428		1,484,809	11,099,439	20,127,676	2,959,700	9,136,543	7,205,000	810,135	20,111,378	\$16,298
Water Cap Fees	4,035,000		-	1,265,000	5,300,000	-	-	-	5,300,000	5,300,000	
WWTP Cap. Fees	1,700,000		-	978,163	2,678,163	-	-	-	1,484,809	1,484,809	1,193,354
Sanitation Fund	1,500,000		-	4,420,000	5,920,000	-	3,542,000	-	673,002	4,215,002	1,704,998
Public Parking Fund	940,000		-	702,500	1,642,500	-	1,130,700	40,000	469,336	1,640,036	2,464
Drainage Utility Fund	980,000		-	1,066,281	2,046,281	222,668	757,500	535,000	186,695	1,701,863	344,418
TOTALS	\$19,431,749		\$6,913,809	\$26,668,682	\$53,014,240	\$5,497,720	\$19,647,993	\$15,078,500	\$9,528,495	\$49,752,708	\$3,261,532
FIDUCIARY FUNDS	\$875,000			\$2,907,500	\$3,782,500		\$3,169,432			\$3,169,432	\$613,068
CAPITAL FUNDS	\$551,632		\$450,000	\$1,200,000	\$2,201,632			\$2,201,632		\$2,201,632	
DEBT SERVICE FUNDS		\$876,281			\$876,281		\$876,281			\$876,281	
GRAND TOTAL	\$27,295,810	\$24,921,324	\$10,513,545	\$50,025,961	\$112,756,640	\$43,483,145	\$31,346,935	\$18,192,130	\$11,143,064	\$104,165,274	\$8,591,366

Proposed Ordinance

CITY OF COEUR D'ALENE FINANCIAL PLAN, FISCAL YEAR 2020-21 ALL CITY FUNDS

GENERAL FUND	REVENUES					EXPENDITURES					ENDING BALANCE
	BEGINNING BALANCE	PROPERTY TAXES	TRANSFERS IN	OTHER INCOME	TOTAL REVENUES	WAGES/BENEFITS	SERVICES/SUPPLIES	CAPITAL OUTLAY	TRANSFERS OUT	TOTAL EXPENDS	
Mayor/Council Administration						\$243,342	\$8,400			\$251,742	
Finance Department						214,699	3,000			217,699	
Municipal Services						695,484	539,300			1,234,784	
Human Resources						1,278,345	516,561	\$10,000		1,804,906	
Legal Department						342,230	76,595			418,825	
Planning Dept						1,265,260	48,153			1,313,413	
Building Maintenance						641,592	85,300			726,892	
Police Department						336,901	210,625			547,526	
Police Grants						14,988,826	1,619,594	117,738		16,726,158	
KCJA Task Force						-	6,000			6,000	
Fire Department						10,068,973	633,838	8,000		10,710,811	
Streets/Engineering						3,073,344	1,772,853	135,000		4,981,197	
Parks Department						1,751,110	697,620			2,448,730	
Recreation Dept.						561,328	183,880			745,208	
Building Inspection						918,356	40,129			958,485	
General Government	\$1,337,020	\$21,735,888	\$2,938,686	17,233,832	43,245,426		4,050		\$149,000	153,050	
TOTALS	\$1,337,020	\$21,735,888	\$2,938,686	\$17,233,832	\$43,245,426	\$36,379,790	\$6,445,898	\$270,738	\$149,000	\$43,245,426	
SPECIAL FUNDS:											
Library Fund	\$100,000	\$1,622,045		\$14,000	\$1,736,045	\$1,330,045	\$226,000	\$180,000	-	\$1,736,045	(0)
CDBG	-	-	-	695,032	695,032	74,754	620,278	-	-	695,032	0
Impact Fees	3,000,000	-	-	620,000	3,620,000	-	-	-	\$450,000	450,000	\$3,170,000
Parks Capital Imp.	209,000	-	-	323,260	532,260	-	72,000	251,260	-	323,260	209,000
Annexation Fees	95,000	-	-	100,000	195,000	-	-	-	195,000	195,000	-
Cemetery Fund	-	-	160,000	148,155	308,155	200,837	74,900	-	31,050	306,787	1,368
Cemetery Perpetual Care	1,000,000	-	51,050	-	1,051,050	-	6,500	-	160,000	166,500	884,550
Jewett House	15,000	-	-	12,000	27,000	-	26,353	-	-	26,353	647
Reforestation	24,000	-	-	4,500	28,500	-	6,500	-	-	6,500	22,000
Street Trees	190,000	-	-	81,500	271,500	-	112,000	-	-	112,000	159,500
Community Canopy	-	-	-	1,500	1,500	-	1,500	-	-	1,500	-
Public Art Fund	420,000	-	-	121,000	541,000	-	61,300	210,000	-	271,300	269,700
TOTALS	\$5,053,000	\$1,622,045	\$211,050	\$2,120,947	\$9,007,042	\$1,605,636	\$1,207,331	\$641,260	\$836,050	\$4,290,277	\$4,716,765
ENTERPRISE:											
Street Lighting Fund	\$26,000		\$129,000	\$578,250	\$733,250		\$733,250			\$733,250	
Water Fund	2,707,321		5,300,000	6,559,049	14,566,370	\$2,315,352	4,348,000	\$7,298,500	\$604,518	14,566,370	(0)
Wastewater Fund	7,543,428		1,484,809	11,099,439	20,127,676	2,959,700	9,136,543	7,205,000	810,135	20,111,378	\$16,298
Water Cap Fees	4,035,000		-	1,265,000	5,300,000	-	-	-	5,300,000	5,300,000	
WWTP Cap. Fees	1,700,000		-	978,163	2,678,163	-	-	-	1,484,809	1,484,809	1,193,354
Sanitation Fund	1,500,000		-	4,420,000	5,920,000	-	3,542,000	-	673,002	4,215,002	1,704,998
Public Parking Fund	940,000		-	702,500	1,642,500	-	1,130,700	40,000	469,336	1,640,036	2,464
Drainage Utility Fund	980,000		-	1,066,281	2,046,281	222,668	757,500	535,000	186,695	1,701,863	344,418
TOTALS	\$19,431,749		\$6,913,809	\$26,668,682	\$53,014,240	\$5,497,720	\$19,647,993	\$15,078,500	\$9,528,495	\$49,752,708	\$3,261,532
FIDUCIARY FUNDS	\$875,000			\$2,907,500	\$3,782,500		\$3,169,432			\$3,169,432	\$613,068
CAPITAL FUNDS	\$551,632		\$450,000	\$1,200,000	\$2,201,632			\$2,201,632		\$2,201,632	
DEBT SERVICE FUNDS		\$876,281			\$876,281		\$876,281			\$876,281	
GRAND TOTAL	\$27,248,401	\$24,234,214	\$10,513,545	\$50,130,961	\$112,127,121	\$43,483,145	\$31,346,935	\$18,192,130	\$10,513,545	\$103,535,755	\$8,591,366

A stack of gold coins is shown against a blue background. The coins are stacked vertically, with the top coin being the most prominent. The background is a solid blue color.

Fiscal Year 2020-2021 Preliminary Financial Plan

A stack of gold coins is shown against a blue background. The coins are stacked vertically, with the top coin being the most prominent. The background is a solid blue color.

Changes to Revenue from Preliminary Budget

Total Revenues – Preliminary Budget	\$112,611,201
Increase KCEMSS & Fire Dept Services	\$96,599
3% Increase in Property Tax Revenue	\$687,110
Increase in SRO Contributions (School District & North Idaho College)	\$54,292
Miscellaneous Changes to Balance	\$2,563
Decrease in use of General Fund Fund Balance	-\$695,125
Total Revised Revenues	\$112,756,640

Changes to Expenses from Preliminary Budget

Total Expenses – Preliminary Budget	\$103,916,071
Health Insurance Increase 1.8% GF	+72,333
Health Insurance Increase 1.8% Enterprise	+13,585
Administration – Decrease to Travel/Training	-1,000
MS – Software Licensing & Automation	-97,208
MS – decrease Jobs Plus, 2030 and PAC	-12,590
MS – decrease to Communications	-15,115
Planning – Professional Services	-42,000
Police – 1 Sergeant position eliminated and 1/1/21 hire for 2 nd position	-155,800
Police – Property Specialist position	-45,248

Changes to Expenses from Preliminary Budget – cont.

Police Code Enforcement position	-\$77,303
Place holder for 3% tax increase	629,517
Streets – decrease to Public Transit	-25,000
Parks–Lead Maint position start 3/1/2021	-30,487
Library – Reference Clerk Position	-60,481
Drainage – budget changes	96,000
Total Revised Expenses	\$104,165,274

Proposed Changes Resolution to Final Ordinance

Total Revenues from Resolution	\$112,756,640
3% Tax Increase Removed	-687,110
Decrease in Use of Fund Balance	-47,409
CARES Grant Property Tax Relief Funds	+105,000
Total Revenues for Ordinance	\$112,127,121
Total Expenses from Resolution	\$104,165,274
Removal of Place Holder	-629,519
Total Expenses for Ordinance	\$103,535,755

Significant Changes to Revenue from Prior Year- General Fund

New Growth	+\$457,530
3% increase-Property Tax Revenue	+\$687,110
Highway User Tax	-\$385,986
Sales Tax	-\$97,227
Building Permits	-\$77,386
Transfers In from Other Funds	+\$121,110
Interest	-\$110,000
Fund Balance	+\$383,856

New Construction Year over Year

Tax Year	Tax Dollars
2021	\$454,272
2020	\$404,623
2019	\$492,918
2018	\$375,549
2017	\$325,934
2017 Deannexation	\$538,311
2016	\$827,349
2015	\$669,966

Tax Revenues

FY 2019-20 Non-exempt tax budget	\$22,903,661
3% Increase	\$687,110
New Construction Roll	\$454,272
2015 GO Bond Levy	\$876,281
Total amount to Levy	\$24,921,324

History

Tax Year	Amount Taken of 3% Allowed
2021 Proposed	\$687,110 3%
2020	\$655,361 3%
2019	\$-0-
2018	\$-0-
2017	\$490,553 2.5%
2016	\$-0-
2015	\$-0-
2014	\$-0-
2013	\$329,432 2%

September 30, 2019
Unassigned Fund Balance
\$9,057,245

21% of FY 20/21 Plan

Estimated Fund Balance

Unassigned Fund Balance at 9/30/19	\$9,057,245
19/20 Budgeted Use of Fund Balance	(\$1,000,573)
19/20 Amendments	(\$232,020)
Projected Fund Balance 9/30/2020	\$7,824,652
2020/2021 Budgeted Use of Fund Balance	(\$1,384,429)
Projected Fund Balance 9/30/2021	\$6,440,223
Projected 9/30/20 Fund Balance - % of Revenues	18.19%
Projected 9/30/21 Fund Balance - % of Revenues	14.68%

Fiscal Year	Unassigned Fund Balance	Total Amended Budgeted Expenditures	% of Budgeted Expenditures to Fund Balance
2021 estimated	\$6,440,223	\$43,874,945	14.68%
2020 estimated	\$7,824,652	\$43,011,952	18.19%
2019	\$9,057,245	\$42,523,860	21.30%
2018	\$9,799,963	\$40,744,312	24.05%
2017	\$8,328,872	\$42,979,564	19.38%
2016	\$8,788,602	\$42,263,213	20.79%
2015	\$7,663,870	\$35,598,449	21.53%
2014	\$6,142,590	\$33,788,435	18.18%
2013	\$5,589,570	\$33,806,473	16.53%
2012	\$4,852,673	\$30,743,887	15.78%
2011	\$4,815,782	\$31,794,275	15.15%

Increase in Personnel Expenses Compared to Increase in New Growth

Contracted Merit Increase	\$527,215
Contracted COLA Increases – 2.5%	\$685,758
Contracted Wage Adjustment – 1%	\$159,748
PERSI Decrease	-\$342,063
Decrease in Health Insurance	-\$30,793
Total	\$999,865
New Growth	\$457,530

City-Wide Personnel Changes

CDBG Administrator 75% to 100% grant funded	+.25 FTE	\$19,033
Building Maintenance – Part-time	-.96 FTE	-\$26,914
Police – Sergeant 75% of year	+1 FTE	\$93,238
Fire – EMS Position	+1 FTE	\$96,610
Fire Admin position to full time	+.25 FTE	\$45,214
Parks Maintenance Worker for ½ yr	+1 FTE	\$42,985
Parks & Recreation Part-time	-.63 FTE	-\$22,662
Cemetery Part-time	+.24 FTE	\$316
Water Part-time	+.93 FTE	\$36,016
Wastewater Part-time	+.37 FTE	\$7,368
TOTAL CHANGE - Citywide	+3.45 FTE	\$291,204

Taxable City Valuation

2021 CDA - Estimated	\$5,364,194,472
2020 Coeur d'Alene	\$5,258,074,767
2019 Coeur d'Alene	\$4,502,081,793

City Levy Rate

2021 – Estimated with 3%	\$4.43/\$1,000
2021 – Estimated with 0%	\$4.30/\$1,000
2020	\$4.46/\$1,000
2019	\$4.97/\$1,000

Year over Year Comparison
 0% Increase in Valuation
 0% Increase in Property Taxes Received by the City

Assessed Value	\$300,000
Homeowner's Exemption	\$100,000
Net Value	\$200,000

2019: $\$200.00 \times \$4.46 = \$892.00$
 \$74.33/Month

2020: $\$200.00 \times \$4.30 = \$860.00$
 \$71.67/Month

Year over Year Comparison
 0% Increase in Valuation
 3% Increase in Property Taxes Received by the City

Assessed Value	\$300,000
Homeowner's Exemption	\$100,000
Net Value	\$200,000

2019: $\$200.00 \times \$4.46 = \$892.00$
 \$74.33/Month

2020: $\$200.00 \times \$4.43 = \$886.00$
 \$73.83/Month

Tax Revenues

FY 2019-20 Non-exempt tax budget	\$22,903,661
Property Tax Relief	-\$3,000,000
New Construction	+\$457,530
2015 GO Bond Levy	+876,281
Total amount to Levy	\$21,237,472
103% Replacement from the State	+\$3,090,000
Projected Levy Rate w/o Tax Relief	\$4.30
Projected Levy Rate w/ Tax Relief	\$3.96



RESOLUTION NO. 20-043

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING A NOTICE OF TIME AND PLACE OF PUBLIC HEARING OF THE PROPOSED BUDGET FOR FISCAL YEAR 2020-2021, AND INCLUDING PROPOSED EXPENDITURES BY FUND AND/OR DEPARTMENT, AND STATEMENT OF THE ESTIMATED REVENUE FROM PROPERTY TAXES AND THE TOTAL AMOUNT FROM SOURCES OTHER THAN PROPERTY TAXES OF THE CITY FOR THE ENSUING FISCAL YEAR AND LISTING EXPENDITURES AND REVENUES DURING EACH OF THE TWO (2) PREVIOUS FISCAL YEARS, AND PROVIDING FOR PUBLICATION OF THE SAME.

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the following be and the same is hereby adopted as an Estimate of Expenditures and Anticipated Revenue of the City of Coeur d'Alene for the fiscal year beginning October 1, 2020:

	FY 2017-18 ACTUAL	FY 2018-19 ACTUAL	FY 2019-20 BUDGET	FY 2020-21 PROPOSED
GENERAL FUND EXPENDITURES:				
Mayor and Council Administration	\$ 247,765	\$ 253,030	\$ 265,825	\$ 251,742
Finance Department	349,057	225,146	216,721	217,699
Municipal Services	1,057,912	1,139,341	1,197,516	1,234,784
Human Resources	1,788,610	1,874,909	1,820,374	1,804,906
Legal Department	279,448	362,693	400,519	418,825
Planning Department	1,206,832	1,252,298	1,291,857	1,313,413
Building Maintenance	640,177	733,443	973,288	726,892
Police Department	488,630	508,554	675,981	547,526
Drug Task Force	13,585,672	14,335,809	15,974,160	16,726,158
Police Department Grants	27,676	1,200		
Fire Department	83,024	179,685		6,000
General Government	10,147,902	9,819,506	10,575,497	10,710,811
Streets/Garage	1,578,274	308,701	125,750	782,567
Parks Department	4,471,271	5,454,614	5,039,108	4,981,197
Recreation Department	2,120,552	2,260,141	2,497,538	2,448,731
Building Inspection	748,484	691,445	761,988	745,208
TOTAL GENERAL FUND EXPENDITURES:	\$ 39,700,108	\$ 40,307,226	\$ 42,779,932	\$ 43,874,944

	FY 2017-18 ACTUAL	FY 2018-19 ACTUAL	FY 2019-20 BUDGET	FY 2020-21 PROPOSED
SPECIAL REVENUE FUND EXPENDITURES:				
Library Fund	\$ 1,628,119	\$ 1,723,767	\$ 1,785,766	\$ 1,736,045
Community Development Block Grant	145,382	304,462	597,467	695,032
Impact Fee Fund	515,319	218,235	360,000	450,000
Parks Capital Improvements	1,710,251	546,974	564,500	323,260
Annexation Fee Fund	398,240	286,000	99,000	195,000
Cemetery Fund	305,729	339,811	369,627	306,787
Cemetery Perpetual Care Fund	156,141	205,827	191,500	166,500
Jewett House	11,998	24,615	28,853	26,353
Reforestation/Street Trees/Community Canopy	101,472	89,516	111,000	120,000
Public Art Funds	176,117	335,885	369,300	271,300
TOTAL SPECIAL FUNDS:	\$ 5,148,768	\$ 4,075,092	\$ 4,477,013	\$ 4,290,277
ENTERPRISE FUND EXPENDITURES:				
Street Lighting Fund	\$ 688,247	710,075	\$ 706,000	\$ 733,250
Water Fund	8,714,812	9,809,055	14,621,311	14,566,370
Wastewater Fund	21,470,818	17,000,351	16,672,037	20,111,378
Water Cap Fee Fund		642,823	3,900,000	5,300,000
WWTP Cap Fees Fund	620,850	883,710	1,250,000	1,484,809
Sanitation Fund	3,829,307	4,262,702	3,959,644	4,215,002
City Parking Fund	787,125	1,233,170	1,375,011	1,640,036
Drainage	1,028,625	1,405,510	1,821,546	1,701,863
TOTAL ENTERPRISE EXPENDITURES:	\$ 37,139,784	\$ 35,947,396	\$ 44,305,549	\$ 49,752,708
FIDUCIARY FUNDS:	2,974,754	2,955,016	\$ 3,250,041	\$ 3,169,432
STREET CAPITAL PROJECTS FUNDS:	416,590	620,165	1,611,812	2,201,632
DEBT SERVICE FUNDS:	1,379,681	876,931	878,932	876,281
GRAND TOTAL OF ALL EXPENDITURES:	\$ 86,759,685	\$ 84,781,826	\$ 97,303,279	\$104,165,274
ESTIMATED REVENUES:				
	FY 2017-18 ACTUAL	FY 2018-19 ACTUAL	FY 2019-20 BUDGET	FY 2020-21 PROPOSED
Property Taxes:				
General Levy	\$ 19,756,440	\$ 19,998,856	\$ 20,910,045	\$ 22,172,998
Library Levy	1,617,578	1,696,574	1,743,616	1,622,045
Fireman's Retirement Fund Levy	250,000	250,000	250,000	250,000
2015 G.O. Bond Levy	899,949	881,302	878,932	876,281
TOTAL REVENUE FROM PROPERTY TAXES:	\$ 22,523,967	\$ 22,826,732	\$ 23,782,593	\$ 24,921,324

	FY 2017-18 ACTUAL	FY 2018-19 ACTUAL	FY 2019-20 BUDGET	FY 2020-21 PROPOSED
ESTIMATED OTHER REVENUES:				
Interfund Transfers	\$ 4,805,617	\$ 3,500,321	\$ 8,865,140	\$ 10,513,545
Beginning Balance	43,480,736	52,871,019	25,335,773	27,295,810
Other Revenue:				
General Fund	18,222,417	18,911,749	17,795,224	17,128,832
Library Fund	54,183	49,372	19,150	14,000
Community Development Block Grant	145,382	304,518	597,467	695,032
Parks Capital Improvement Fund	1,927,396	1,394,653	885,000	323,260
Cemetery	187,951	192,602	178,248	148,155
Annexation Fee Fund	189,923	174,137	80,000	100,000
Impact Fee Fund	1,068,853	677,868	187,488	620,000
Cemetery Perpetual Care Fund	(6,252)	77,467	50,000	
Jewett House	24,515	18,038	19,000	12,000
Reforestation	6,633	2,544	6,000	4,500
Street Trees	77,010	84,114	83,000	81,500
Community Canopy	1,195	723	2,000	1,500
Public Art Funds	134,145	228,969	104,000	121,000
Street Lighting Fund	538,295	570,981	575,000	578,250
Water Fund	6,446,295	6,869,763	6,277,400	6,559,049
Wastewater Fund	10,662,775	11,788,958	11,550,767	11,099,439
Water Capitalization Fees	1,298,519	1,023,809	1,250,000	1,265,000
WWTP Capitalization Fees	2,842,234	1,630,138	1,300,000	978,163
Sanitation Fund	4,258,138	4,331,499	4,330,000	4,420,000
City Parking Fund	632,034	983,735	748,475	702,500
Drainage	1,053,884	1,097,820	1,045,329	1,066,281
Fiduciary Funds	2,801,500	2,925,525	3,024,800	2,907,500
Capital Projects Fund	431,164	1,508,688	804,500	1,200,000
Debt Service Fund	15,302	7,391		
TOTAL REVENUE OTHER THAN PROPERTY TAXES:	\$ 101,299,844	\$111,226,401	\$ 85,113,761	\$ 87,835,316

SUMMARY:	FY 2017-18 ACTUAL	FY 2018-19 ACTUAL	FY 2019-20 BUDGET	FY 2020-21 PROPOSED
PROPERTY TAXES	\$ 22,523,967	\$ 22,826,732	\$ 23,782,593	\$ 24,921,324
OTHER THAN PROPERTY TAXES	101,299,844	111,226,401	85,113,761	87,835,316
TOTAL ESTIMATED REVENUES	\$ 123,823,811	\$134,053,133	\$108,896,354	\$112,756,640

BE IT FURTHER RESOLVED, that the same be spread upon the Minutes of this meeting and published in two (2) issues of the Coeur d'Alene Press, seven (7) days apart, to be published on August 12, 2020 and August 19, 2020.

BE IT FURTHER RESOLVED, that a Public Hearing on the Budget be held on the 1st day September, 2020 at the hour of 6:00 o'clock p.m. on said day, at which time any interested person may appear and show cause, if any he has, why the proposed Budget should or should not be adopted.

DATED this 4th day of August, 2020.

Steve Widmyer, Mayor

ATTEST:

Renata M. 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 _____.