



Coeur d'Alene

CITY COUNCIL MEETING

December 2, 2008

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

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

CONSENT CALENDAR

MINUTES OF A REGULAR MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD AT THE LIBRARY COMMUNITY ROOM,
NOVEMBER 18, 2008

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene Library, November 18, 2008 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

Al Hassell)	Members of Council Present
Mike Kennedy)	
John Bruning)	
Deanna Goodlander)	
Loren Ron Edinger)	
Woody McEvers)	

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

INVOCATION was led by Pastor Ron Hunter, Church of the Nazarene.

PLEDGE OF ALLEGIANCE: Councilman Hassell led the pledge of allegiance.

PUBLIC COMMENTS:

EXTENDING AREA OF EXEMPTION FOR THE SALE AND CONSUMPTION OF ALCOHOLIC BEVERAGES: Dick Stauffer, speaking on behalf of the applicant, requested Council extend the boundaries to allow Bakery by the Lake to sell and have on-premise consumption of beer and wine. He noted that there are currently several businesses in the downtown area that have on-premise consumption and he believes that this should be allowed throughout the downtown area regardless of it's proximity to city parks. Mr. Frank Pigott, owner of Bakery by the Lake, noted that numerous groups approached him about selling beer and wine by the drink at his soon to be open location at 7th and Front Avenue. Terry Cooper, Executive Director of the Downtown Business Association, spoke in support of Mr. Pigott's request.

BOY SCOUT TROOP 202: Councilman Kennedy introduced Boy Scout Troop 202 who are here tonight as part of their requirements in order to obtain their citizenship medals.

EXTENDING THE EXEMPTION BOUNDARIES FOR ALCOHOL SALES AND ON-SITE CONSUMPTION: Motion by McEvers, seconded by Goodlander to bring this item forward. Motion carried. City Attorney Mike Gridley explained the current regulations regarding where the boundaries are for exempting the prohibition of the consumption of alcoholic beverages within 300 feet of a park. Councilman Edinger recalled the reasons for the Council originally adopting the ordinance prohibiting alcoholic beverages being served within 300 feet of a park. He believes that this

ordinance has served the community well over the years and if the Council changes the ordinance it would be detrimental to the City. Councilman Bruning noted that he sees this request similar to a zone change in that the exemption would go with the property and if the bakery moved out it could open up to any type of business to sell alcoholic beverages. He added that he does not see any overwhelming reason for the ordinance to be changed. Councilman Hassell believes that while this bakery may be a good place for the sale and consumption of alcoholic beverages, the City would be opening the window to other operations. Councilman Kennedy asked if the Council could set limits to the hours of operation on this type of business. City Attorney Gridley responded that they could. Councilman Goodlander believes that the downtown area is expanding to this new area and believes that this type of business fits within this area and since they are not talking about setting up a bar that the exemption fits this business. Councilman Edinger noted that once the boundaries are extended that it opens up the area to any type of business including a bar. He also noted that he is 110% behind the downtown area but he doesn't believe that is it necessary to extend the boundaries. Councilman Kennedy believes that the Bakery by the Lake is a good fit and believes that times do change and the demographics have changed in our City. He would like to see if a time limit on the sale and consumption of alcohol to 10:00 p.m. could be placed for this area. Councilman McEvers noted that when the ordinance was enacted the drinking age was 19, and that times have changed since this ordinance was initiated. Councilman Edinger noted that the establishments cited by the other Council, e.g. Crickets, Caruso's and Parkside Bistro all have different reasons why they are allowed by code to have on-premise consumption of alcoholic beverages: for example Crickets is a full service restaurant, Caruso's is not next to a park, and Parkside Bistro is grandfathered.

Motion by Edinger, seconded by Bruning to deny the request to extend the exemption boundaries for the on-site sale and consumption of alcoholic beverages from 5th to 7th Street and from the south side of Sherman Avenue to the north side of Front Avenue.

Councilman Hassell believes that the problem is the definition of a restaurant and it should be amended to allow businesses such as deli's to serve alcohol in the downtown and extended area. Councilman McEvers believes that sometimes the Council needs to make changes. Councilman Hassell cautioned that once a business is allowed even if the codes are changed, they are grandfathered in. Mayor Bloem commented that she believes that we need to look at growing boundaries in certain places and she has concerns about the current definition of eating establishments.

Roll Call: Goodlander, No; Kennedy, No; McEvers, No; Bruning, Aye; Edinger, Aye; Hassell, Aye. Motion failed by the Mayor's tie-breaking nay vote.

Motion by Kennedy, seconded by Goodlander to approve the request to extend the exemption boundaries for the on-site sale from 5th to 7th Sherman to Front Avenue.

Roll Call: Goodlander, Aye; Kennedy, Aye; McEvers, Aye; Bruning, No; Edinger, No; Hassell, No. Motion carried by the Mayor's tie-breaking aye vote.

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

1. Approval of minutes for October 3, November 4, 2008.
2. Setting General Services Committee and Public Works Committee meetings for November 24th at 12:00 noon and 4:00 p.m. respectively.
3. RESOLUTION 08-057: A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED AGREEMENT OF THE CITY OF COEUR D'ALENE AS S-2-08– ACCEPTANCE OF IMPROVEMENTS AND MAINTENANCE / WARRANTY AGREEMENT FOR PRINCETOWN AT WATERFORD.
4. RESOLUTION 08-058: A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO REPEALING RESOLUTION NUMBERS 04-023 ADOPTED JANUARY 6, 2004, 04-028 ADOPTED JANUARY 20, 2004, AND 05-057 ADOPTED AUGUST 2, 2005, AND ADOPTING NEW COMPENSATION AND BENEFITS FOR EMPLOYEES WHO ARE NOT REPRESENTED BY AN EMPLOYEE ORGANIZATION.
5. Approval of bills as submitted and on file in the City Clerk's Office.
6. Setting of public hearings: Amendments to CDBG Action Plan for Dec. 16, 2008 and A-6-08 (annexation/zoning for 5225 N. 15th St.) for Dec. 16, 2008
7. Authorizing staff to negotiate a professional Services Agreement for the WWTP Collection System Capital Improvements.

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

COUNCIL COMMENTS:

COUNCILMAN MCEVERS: Councilman McEvers noted that it is good to be back.

COUNCILMAN KENNEDY: Councilman Kennedy congratulated Councilman Bruning on becoming the newest president of St. Vincent DePaul and also thanked Councilman Bruning for inviting him to attend the annual St. Vincent DePaul Appreciation luncheon when Councilman Bruning was installed as president of that organization.

COUNCILMAN GOODLANDER: Councilman Goodlander announced that a week from Friday is the annual Lighting Ceremony and Thanksgiving parade and noted that Mudgy the Moose will be a part of the parade.

APPOINTMENT – PARKING COMMISSION: Motion by Edinger, seconded by Kennedy to approve the appointment of Lauryn Johnson-Brooks as the student representative to the Parking Commission. Motion carried.

ADMINISTRATOR'S REPORT: City Administrator Wendy Gabriel complimented the Fire Department for their excellent work at a recent house structure fire where it had been reported that there was an individual trapped on the second floor. Leaf pickup is currently under way. The goal of doing leaf pickup is to keep leaves out of the lakes and landfill. Completion of leaf pickup is anticipated for the end of this week. Last week the Library Community Room hosted a multi-jurisdictional mock exercise in emergency situations. Additionally, the Library has a picket fence display on loan from the Smithsonian. Police Sgt. Darrell Cutler retired today after 30 years of service to the

Police Department and the citizens of Coeur d'Alene. The City is currently accepting applications for Police Officers. Crime stoppers is offering a cash reward along with a \$25 food coupon for information on some of the area burglars. Thorco Inc. announced that the newly install signals at Prairie and Kathleen Avenue will be operational by tomorrow. Golf Course Road will have no parking signs installed on its north side until the traffic signal is installed at Ramsey and Golf Course Road.

RESOLUTION 08-059

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A LEASE AGREEMENT FOR THREE POLICE MODEL HARLEY-DAVIDSON MOTORCYCLES, WITH LONE WOLF HARLEY-DAVIDSON, ITS PRINCIPAL PLACE OF BUSINESS AT 722 W. APPLEWAY, COEUR D'ALENE, ID 83814.

STAFF REPORT: Captain Childers reported that for the past four years the City Police Department has leased two motorcycles for \$1/season from Beartooth Motorcycles in Billings, Montana. Today they are proposing to lease three motorcycles for \$1,400 each/season from Lonewolf Harley Davidson located in Coeur d'Alene. Lieutenant Brainard provided a slide presentation on the history of the motorcycle team of the City Police Department.

Motion by Edinger, seconded by Kennedy to adopt Resolution 08-059.

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

FENCE ENCROACHMENT – NORTH HALF OF LAKEVIEW HILL AT 18TH STREET AT LOST AVENUE: Jeff Lemmon, architect and representative for the property owner, explained the need to encroach their fence into the public right-of-way. In regard to the maintenance requirements for the open space he suggested that a landscape company provide an estimate on the cost of maintaining this open space and then provide in the CC&R's and to the homeowners association the estimated cost of the maintenance and that this cost is to be shared by the homeowners. Councilman Edinger asked how they proposed to require homeowners to pay the maintenance costs. Mr. Lemmon responded that this is one of the issues that they have no real answer to. Councilman McEvers noted that it is the responsibility of the developer to maintain the open space and if possible have the homeowners participate, but ultimately it is the developer's responsibility. City Attorney Mike Gridley noted that this is an easement and the property is still owned by the developer and if the grounds are not maintained the City has regulations that Code Enforcement could enforce. Planner Tami Stroud noted that the developer has a condition on the Certificates of Occupancy that the developer must obtain an agreement with the homeowners association to share the costs to maintain this property. Jeff Lemmon noted that his concern is if this condition is set prior to getting the Certificate of Occupancy, that they will never sell this property. Councilman McEvers noted that this is one of the conditions set out by the PUD and that it has been

10 years since the PUD was approved and this condition has not yet been met but now that they want their Certificates of Occupancy there is urgency.

Motion by Hassell, seconded by Edinger to approve the request of the owners of the Towers at Ridgepointe, located at the north ½ of Lakeview Hill on 18th Street and Lost Avenue, for encroachment of a fence into the required open space easement, upon a showing by the applicant that the maintenance of the easement area will be the applicant's responsibility and the applicant demonstrating that the areas that the fence intrudes into are approximately equal to the areas where the fence recedes from the easement. Motion carried.

RESOLUTION NO. 08-060

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN ANNEXATION AGREEMENT WITH RIVERSTONE WEST, LLC.

Motion by Kennedy, seconded by McEvers to adopt Resolution 08-060.

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

ORDINANCE NO. 3345
COUNCIL BILL NO. 08-1023

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED AS PORTIONS OF SECTION 10, TOWNSHIP 50, NORTH, RANGE 4W, BOISE MERIDIAN; ZONING THE PROPERTY HEREBY ANNEXED; CHANGING THE ZONING MAPS OF THE CITY OF COEUR D'ALENE; AMENDING SECTION 1.16.030, COEUR D'ALENE MUNICIPAL CODE, BY DECLARING SUCH PROPERTY TO BE A PART OF PRECINCT #35; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Motion by Goodlander, seconded by Edinger to pass the first reading of Council Bill No. 08-1023.

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

Motion by Hassell, seconded by McEvers to suspend the rules and to adopt Council Bill No. 08-1023 by its having had one reading by title only.

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

RESOLUTION NO. 08-061

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AMENDING THE CITY OF COEUR D'ALENE PERSONNEL RULES MANUAL BY CREATING A NEW SECTION TO RULE III, ENTITLED SECTION 5 "SAFE WORK PRACTICES," PROVIDING SAFETY STANDARDS FOR EMPLOYEES; REPEALING RULE V, SECTION 5, ENTITLED "INCENTIVE AWARDS FOR EMPLOYEE SUGGESTIONS" AND AMENDING RULE XI ENTITLED "SICK LEAVE" TO REFINE THE DEFINITION OF IMMEDIATE FAMILY.

Motion by Edinger, seconded by Goodlander to adopt Resolution 08-061.

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

ADJOURNMENT: Motion by Kennedy, seconded by Edinger that there being no further business, this meeting is adjourned. Motion carried.

The meeting adjourned at 8:18 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, CMC
City Clerk

RESOLUTION NO. 08-062

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVAL OF AN AGREEMENT WITH LANDMARK LANDSCAPE ARCHITECTS FOR LANDINGS PARK, PHASE II; APPROVAL OF AN AMENDMENT TO DESIGN AGREEMENT FOR WWTP PILOT STUDIES; APPROVAL OF A MAINTENANCE AGREEMENT FOR TRAFFIC SIGNAL AT ATLAS AND PRAIRIE AND APPROVAL OF A MAINTENANCE AGREEMENT FOR TRAFFIC SIGNAL AT RAMSEY AND PRAIRIE.

WHEREAS, it has been recommended that the City of Coeur d'Alene enter into the contract(s), agreement(s) or other actions listed below pursuant to the terms and conditions set forth in the contract(s), agreement(s) and other action(s) documents attached hereto as Exhibits "1 through 4" and by reference made a part hereof as summarized as follows:

- 1) Approval of an Agreement with Landmark Landscape Architects for Landings Park, Phase II;
- 2) Approval of Amendment No. 1 to the Design Agreement for WWTP Pilot Studies;
- 3) Approval of a Maintenance Agreement for Traffic Signal at Atlas and Prairie;
- 4) Approval of a Maintenance Agreement for Traffic Signal at Ramsey and Prairie;

AND;

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements or other actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits "1 through 4" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements or other actions so long as the substantive provisions of the agreements or other actions remain intact.

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

DATED this 2nd day of December, 2008.

Sandi Bloem, Mayor

ATTEST

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

**STAFF REPORT
GENERAL SERVICES COMMITTEE**

November 17, 2008

From: Doug Eastwood, Parks Director

Subject: LANDINGS; PHASE II

DECISION POINT: Recommend to General Services to enter into an agreement with Landmark Landscape Architects to prepare construction design documents, administration and bid package for Landings Park Phase II.

HISTORY: We began the development of this park this year; Phase I began in October with the intent to develop the Phase II development package this winter. We plan to solicit bids for Phase II by February of 2009 with completion of the park late summer/early fall of 2009.

FINANCIAL ANALYSIS: The cost is \$45,500 for this service. This is a budgeted item in the Parks C.I.F.; Landings.

PERFORMANCE ANALYSIS: There is an estimated 500 homes in the Landings subdivision with over 800 homes projected at build out of the subdivision. Other adjoining subdivisions such as Hawks Nest will benefit immediately from the development of this park. Our trail system also provides connectivity to the proposed park from Atlas Road and from the new Prairie Trail.

DECISION POINT: Recommend to General Services to enter into an agreement with Landmark for above referenced services related to the development of Landings Park Phase II.

PROFESSIONAL SERVICES AGREEMENT
between
CITY OF COEUR D'ALENE
and
LANDMARK LANDSCAPE ARCHITECTS
for
The Development of Landings Park – Phase II

THIS Agreement, made and entered into this 2nd day of December, 2008, 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 Landmark Landscape Architects, an Idaho corporation, with its principal place of business at 210 East Lakeside Avenue, Coeur d'Alene, Idaho 83814, hereinafter referred to as the "Consultant,"

WITNESSETH:

Section 1. Definition. 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 Landmark Landscaping Architects, 210 East Lakeside Avenue, Coeur d'Alene, Idaho 83814.

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 Exhibit "A".

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

Section 5. Time of Performance. The services of the Consultant shall commence upon execution of this Agreement by the Mayor and shall be completed within Sixty (60) days thereafter. 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 the total sum of Forty Five Thousand Five Hundred Dollars and NO/100 (\$45,500.00).

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. The City will pay to the Consultant the amount set forth in Section 6 which shall constitute the full and complete compensation for the Consultant's professional services. That sum will be paid within thirty (30) days after completion of all work and approval of all work by the City, and receipt of a billing submitted to the City. Such billings shall reflect the total work performed and approved, to date.

Section 8. Termination of Agreement for Cause. If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, and reports or other material prepared by the Consultant under this agreement shall at the

option of the City become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred.

Section 9. Termination for Convenience of City. The City may terminate this Agreement at any time by giving 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.

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

Section 11. Equal Employment Opportunity.

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

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

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

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

Section 16. Publication, Reproduction and Use of Materials. No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

Section 17. Audits and Inspection. This Agreement anticipates an audit by the city of Coeur d'Alene, and infrequent or occasional review of Consultant's documents by City staff. During normal business hours, there shall be made available for examination all of the Consultant's records with respect to all matters covered by this Agreement and will permit representatives of the City to examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoiced materials, payrolls, records, or personnel conditions of employment, and other data relating to all matters covered by this Agreement.

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 any liability arising out of the acts, errors, omissions, or negligence, including costs and expenses, for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by any person or persons or property arising from Consultant's performance of this Agreement in any way whatsoever.

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

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

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

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

B. In performance of professional services, the Consultant will use that degree of care and skill ordinarily exercised under similar circumstances by members of the Consultant's profession. Should the Consultant or any of the Consultants' employees be found to have been negligent in the performance of professional services from which the City sustains damage, the Consultant has obtained Errors and Omission Insurance in at least the amount of 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 written notice to the City prior to cancellation of the policy for any reason.

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

CITY OF COEUR D'ALENE

LANDMARK

Sandi Bloem, Mayor

By _____
Its _____

ATTEST:

ATTEST:

Susan K. Weathers, City Clerk

Name/Title

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 2nd day of December, 2008, before me, a Notary Public, personally appeared **Sandi Bloem** and **Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

Notary Public for Idaho
Residing at _____
My Commission expires: _____

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of December, 2008, before me, a Notary Public, personally appeared _____, known to me to be the _____, of **Landmark Landscape Architects**, and the persons who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Notary Public for Idaho
Residing at Coeur d'Alene
My Commission Expires:

November 11, 2008

The City of Coeur d'Alene Parks Department
Attn: Mr. Doug Eastwood, Director
710 Mullan Avenue
Coeur d'Alene, ID 83814



Re: Fee Proposal Landings Park Phase 2

Dear Doug:

This will serve as our services and fee proposal for the construction design package of the second phase of Landings Park. It is submitted pursuant to your direction and formulated as a response to our recent meetings related to budget and scope. It reflects those park components and related materials that will be handled by the City and/or others.

Understanding of the Project

As we understand it, the City desires to complete the park for first use in early autumn of 2009. Development is intended to be consistent with the concept adopted by the neighborhood taking into account recent workshops that selected play equipment and splash pad components. The schedule for first use anticipates mid-winter bidding and contract award in early March for a seamless transition in construction activities with Phase 1 of the project. To adhere to this approximate timeline, the drawings will have to be ready by early February of 2009.

We now understand that a separate contractor will install and permit the play equipment at or near to completion of Phase 2, and the City will place the fall zone play surfacing. It is also understood that the City will purchase a CXT restroom and "kit" packages for the small and large picnic shelters as well as the splash pad equipment and piping assembly. Landmark will be responsible for siting and installation detailing for the shelters, restroom and splash pad. This includes any necessary information beyond that provided by the manufacturers with the intent that the general contractor provide the assembly and/or coordinate the installation of all required appurtenances and utility hookups. The City will also purchase benches, trash receptacles, drinking fountains and basketball standards, some of which the city will install, and some of which will be installed by the general contractor.

Landmark will be responsible for the design of the trellis at the splash pad, all concrete flatwork, the tennis court, the basketball court, horseshoe pits, minor earthwork, the maintenance/storage building, irrigation system and utilities. Landmark will also handle the project permitting. The total value of the park components under our responsibility is \$600,000.00, not including materials purchased by the City.

Deliverables

With the above in mind, Landmark will prepare the construction design package that will include the following:

1. Cover Sheet/Location Map/General Contact Information
2. Construction Summary/Responsibility/Erosion Control
3. Layout Plan
4. Grading Plan
5. Materials Plan

6. Planting Plan
7. Irrigation Plan
8. Utilities Plan
9. Storage Building Plans
10. Site Details
11. Project Manual with appropriate Bid Schedules, General Conditions and technical specifications
12. Building Permit coordination with City Building Department
13. Contract Administration
14. Periodic Construction Observation
15. Geotechnical Review /Recommendations

Support consultants as part of the design team with will include architects, civil and structural engineers and geotechnical engineers for design considerations only. Construction testing, if desired, will be the responsibility of the City.

Proposed Fees and Schedule

We have developed our fees based on 7% of the estimated construction value which is less than the standard for our profession. We have also added costs for geotechnical assessment, and utilities plans which are considered outside of our normal fee range. This produces a proposed fee amount of \$45,500.00.

We will make review submittals at 30%, 60% and 95% to allow for critical input from your staff and from the Building Department, as necessary. We anticipate the following schedule:

1. Contract Execution – November 25, 2008
2. 30% Submittal – December 15, 2008
3. 60% Submittal – January 9, 2009
4. 95% Submittal – January 23, 2009
5. Final Bid Set - February 6, 2009
6. Bidding Time Frame – February 9 – 26, 2009

As we have discussed, we agree to use the City's form of contract as our agreement for services which should include this letter as an attachment.

We greatly appreciate the opportunity to remain involved with the project and look forward to completion of another quality addition to the City's park system. Should you have any questions or need any clarifications, please call.

Sincerely,

LANDMARK



Jonathan Mueller, FASLA
Senior Landscape Architect

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: November 24, 2008
FROM: David E. Shults, Capital Program Manager *DES*
SUBJECT: Amendment #1 to Engineering Agreement for WWTP Pilot Studies

DECISION POINTS:

Council approval is requested for the proposed amendment #1 to the agreement for engineering services with HDR Engineering to provide additional design of a building to house pilot study process equipment. The proposed amendment will increase the cost ceiling by \$98,985 for a total pilot facilities engineering cost not to exceed \$645,582.

HISTORY:

Wastewater facility planning will soon be completed to address the current requirements for reliable wastewater treatment for the City to a standard that is established by the EPA-issued wastewater discharge permit. Pending new regulations require substantial improvements and additions to the treatment plant to further restrict discharge of nutrients to the Spokane River. Removal of phosphorus will be required to a degree that has not been required before, and may only be achievable with a very limited selection of candidate technologies. The City approved an agreement for engineering assistance by HDR Engineering to design the pilot testing program and facilities needed to help with the selection and design of the full-scale operation that will be required by the pending regulations. The objectives for the two-year pilot program include 1.) selection of one of the three piloted alternatives that demonstrate the best reliability and ease of operation; 2.) optimize design requirements for full scale use at the Cd'A plant; and 3.) initiate operator familiarization and training with the new technology. HDR Engineering has researched and recommended candidate process equipment for the piloting, and has nearly completed the design and specifications of the equipment and process piping and utilities that will be procured by the City. During the course of this work, HDR and City staff realized that the initial plan for locating the process equipment in the open, with only heat tracing and small coverings, would not work very well, and may not promote the very best results of any of the pilots' performance. Amendment #1 to HDR's scope of work is presented to include design and construction engineering assistance for a building that would house the pilot equipment and provide the controlled environment that will be necessary year-round for optimal performance and operation of the sensitive equipment. The Wastewater staff believes that the attached scope of work and the justification submitted for the proposed cost ceiling is fair and reasonable, and is necessary for the pilot program.

FINANCIAL ANALYSIS:

<u>Cost Estimate for Pilot Project</u>	
Orig Scope for Engineering, Startup and Training	\$546,597
Proposed Amendment #1 Engineering for Building	98,985
Proposed Building and HVAC for Pilot Program	350,000
Prepurchase of Pilot Equipment	1,325,000
Contractor Installation of Equipment	500,000
Outside Laboratory Services	150,000
Pilot Plant Operations Costs	260,000

Previously authorized Ammonia Control Pilot Project	343,400
Contingency 5% of Construction Costs and Equipment	<u>108,750</u>
Total	\$3,682,732

Funding The City’s financial plan for FY 2007-08 authorized \$3 million for the pilot studies and \$200,000 for an effluent reuse pilot project. The City’s current financial plan for FY 2008-09 anticipates \$1.8 million expenditure for pilot studies. Sufficient reserves exist in the Wastewater Fund to fund this multi-year project.

DISCUSSION:

Several years of water quality studies of the Spokane River, and several years of negotiations between water quality regulators and wastewater dischargers along the river, have led to proposed EPA discharge permits that require much more rigorous control of nutrient discharges throughout the region. City of Coeur d’Alene wastewater facility planning provides early indication that upgrades to Coeur d’Alene’s treatment plant in the next seven years could cost as much as \$79 million. An option for reuse of the higher quality effluent could cost another \$13 million. The planned pilot studies are designed to provide the wastewater utility with sufficient information to make informed decisions regarding process selection and optimization of facility sizing and staffing. The pilot studies are believed to be prudent considering that the degree of treatment required is as rigorous as anywhere in the country, and the available treatment technology is still in development and relatively unproven in large scale water reclamation facilities.

Addition of a 40 feet by 60 feet building to house the pilot facilities is necessary to assure that the equipment and piping provide continuous service in the extremes of winter and summer weather conditions. No other existing building space is currently available at the treatment plant. The proposed building may be used in the future for housing other future equipment and materials.

DECISION POINT/RECOMMENDATION:

Council approval is requested for the proposed amendment #1 to the agreement for engineering services with HDR Engineering to provide additional design of a building to house pilot study process equipment. The proposed amendment will increase the cost ceiling by \$98,985 for a total pilot facilities engineering cost not to exceed \$645,582.

des1262

AMENDMENT NO. 1

TO

PROFESSIONAL SERVICES AGREEMENT

between

CITY OF COEUR D'ALENE

and

HDR ENGINEERING, INC.

for

**WASTEWATER TREATMENT PLANT
LOW PHOSPHORUS DEMONSTRATION PILOT FACILITY**

The agreement, made and entered into the 20th day of May, 2008, between the CITY, City of Coeur d'Alene and the ENGINEER, HDR ENGINEERING, INC. is hereby amended on the 2nd day of December, 2008 as set forth herein.

WITNESSETH:

WHEREAS, the City and the Engineer have entered into a contract for professional services for analysis and recommendations regarding Low Phosphorus Demonstration Pilot Facility, herein referred to as the "Project";

WHEREAS, the agreement contains provisions in Section 10, for the City to authorize extra services in connection with this project; and

WHEREAS, the City has agreed to have the Engineer provide the extra services as described in Attachment 1 Scope of Services;

NOW THEREFORE, in consideration of the terms, conditions and covenants of performance contained or incorporated herein, the City and the Engineer agree that the agreement entered into the 20th day of May, 2008, shall be amended as follows:

Section 1. Scope of Services

The scope of services is amended to revise the project budget to provide resources for conducting low P facility building architecture design and restore resources for installation

contract document preparation. The following work tasks are to be performed in accordance with the scope of work in Attachment 1:

- Task 900. Low P Demonstration Facility Building Design

Section 2. Compensation

For services described in this Amendment, payment shall be made on the same basis as in the original Agreement. Labor Costs shall be amended to an amount equal to the Direct Labor Cost times a factor of 2.75. Direct Labor Costs used as a basis for payment shall be updated to current salary and wages paid to all Engineer’s personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, drafting personnel, specification writers, estimators, and other technical and business personnel; but does not include indirect payroll-related costs or fringe benefits.

The City shall pay Engineer’s direct expenses incurred in providing services, including the cost of sub consultants, on the same basis as in the original Agreement.

The additional Fixed Fee for services in Amendment No. 1 shall be \$9,021 and the amended Total Fixed Fee shall be \$51,191.

The City’s total consideration, including fixed fee and expenses, for services in Amendment No. 1 shall be \$98,985 and the total Agreement shall be amended not exceed \$645,582.

Section 3. Schedule

Schedule for completion shall be amended according to the schedule presented in Attachment 1.

CITY OF COEUR D’ALENE

HDR ENGINEERING, INC.

Mayor

Vice President

ATTEST:

ATTEST:

Susan K. Weathers, City Clerk

Vice President

AMENDMENT NO. 1

EXHIBIT A

**CITY OF COEUR D'ALENE WASTEWATER DEPARTMENT
ENGINEERING SERVICES
FOR
LOW PHOSPHORUS DEMONSTRATION PILOT FACILITY**

SCOPE OF SERVICES AND SCHEDULE

INTRODUCTION

The City of Coeur d'Alene is currently preparing to expand and upgrade its wastewater treatment plant in response to growth and new, very stringent effluent phosphorus discharge criteria. The draft NPDES permit requires an effluent limit as low as 50 µg TP/L in the summer months, or potentially lower pending resolution of the Spokane River dissolved oxygen TMDL which will dictate phosphorus (P), BOD, and ammonia nitrogen limits. Meeting these challenges requires substantial investment in additional treatment capacity and technology at the Coeur d'Alene Wastewater Treatment Plant. The water chemistry of both the wastewater influent and the Spokane River, specific to Coeur d'Alene, coupled with the Pacific Northwest climate greatly influences the appropriate selection of treatment processes to achieve extremely low effluent phosphorus concentrations. To aid in process selection and assist in the training of operations staff, the City is preparing a two year demonstration testing program that features the candidate treatment processes remaining from the wastewater facility planning and small scale pilot testing.

The treatment facilities in the demonstration pilot are to be operated year-round. Locating these facilities in an exterior, exposed environment will require a large amount freeze protection (heat tracing) and would subject operations and laboratory staff to winter weather for long periods of time. In addition, the chemicals needed to operate the low P treatment technologies are susceptible to problems at low temperatures (high viscosity at cold temperatures). Small diameter dilution piping can face operational problems when operating below freezing temperatures, too. Alternatively, the treatment facilities could be located inside of a building, thus eliminating heat tracing, solving operational problems for small diameter piping, providing a warm environment for laboratory sampling and testing, and establishing an additional storage facility for plant operations in the future.

The Low Phosphorus Demonstration Pilot Facility building will be located between Primary Clarifier 1 and Trickling Filter 2 in an area that currently serves as paved parking. This area is not reserved for any other use in future phases, but is a potential corridor for pipes connecting the preaeration tank to a new primary clarifier influent splitter box. To accommodate the future pipe corridor and to retain access to the interior of the site, the building will be aligned with the existing Trickling Filter Pumping station

24 feet to the west. A 20-foot wide access corridor will remain between the building and Trickling Filter 2.

As proposed, the building will be a 60-foot by 40-foot building with a 16-foot eave height. Architectural features are limited since the building is interior on the site and needs to be built quickly. However, some architectural appearances similar to the buildings constructed in Phase 4B, such as color and metal texture, will be incorporated into this building to give a similar look to the more recent treatment plant architecture and styling while providing the greatest value to the City of Coeur d'Alene. Steel framing with metal siding is envisioned. The building will have two 12-foot wide by 14-foot high roll-up doors on the north end of the east wall that will provide access for equipment installation initially and for trucks in the future. Access to the building will be between the north end of the trickling filter pumping station and Trickling Filter 2. Man-doors will be provided at the northeast and southwest corners.

The building will have a concrete floor sloped in panels to six area drains that in turn drain to the existing manhole at the building location. Power and SCADA connection will be provided to the building. Potable water and 3W will be provided for chemical make-down, dilution water, etc. Space heating will be provided to maintain temperature at or above 55°F. Ventilation will be provided for up to 6 air changes per hour.

Initially, the building will house the CUMF, TMF, and MBR demonstration units and all of the associated equipment, samplers, chemicals, and operator's space. The building may also house the interim rotary screen thickener (RST) used for waste secondary sludge (WSS) thickening, unless a location can be found in the existing solids handling or sludge pumping buildings. If the RST is to be located in the new building, a 4-inch pipe will extend from the existing WSS pipe, past the location for the new Digester Control Building and into the northwest corner of the new building. A tee in the WSS pipe will be installed at the location where the future connection to the Digester Control Building will be. Thickened WSS from the RST will be pumped into the east end of the Grit Pump Room and will be combined with the thickened primary sludge from the gravity thickeners for subsequent delivery to the digesters.

The construction cost for this building is expected to range from \$250,000 to \$350,000.

SCOPE OF WORK

The scope of work for this amendment includes preparation of an architectural design for a new building to house the low P demonstration pilot facility.

Task 900 – Low P Demonstration Facility Building Design

Objective:

Complete plans and specifications for bidding the project to general contractors. In addition, HDR will complete the project design in conformance with the City's code requirements.

Subtask 901 – Plans and Specifications

- Prepare detailed plans for the Low P Demonstration Facility building. All drawings will be prepared and all specifications will be prepared using the sixteen-division format of the Construction Specifications Institute. The design will incorporate HDR and the City's engineering and equipment standards to maintain consistency and compatibility with the City's facilities to the extent practical. The design will be based on a pre-engineered building, limiting the amount of custom design that would otherwise be necessary. A preliminary drawing list is:
 - Cover Sheet
 - General Abbreviations
 - General Symbols
 - Site/Yard Piping Plan
 - Building Elevations *
 - Architectural Details *
 - Foundation Plan
 - Roof Plan *
 - Structural Sections and Details 1
 - General Arrangement Plan
 - Sections and Details 1
 - Plumbing Plan
 - Heating, Ventilation, and Air Conditioning Plan
 - Electrical Plan
 - Lighting Plan
 - Electrical Details
 - Process and Instrumentation Diagrams (based on Equipment Prepurchase Contract Documents)
- * Sheet may not be necessary for pre-engineered building.
- Prepare project specifications using HDR's standard master specifications, and similar to the specifications prepared for the Phase 4B upgrade. HDR assumes that the building design will be incorporated into the Low P Demonstration Facility Installation contract documents (Task 200) for bidding as a single contract. A pre-engineered building specification will be developed to communicate size, shape, and color requirements for this new building, as well as requirements for submittal and acceptance of structural calculations and other code required reviews by the building official.

Subtask 902 – Design QA/QC Reviews

- Verify that deliverables and supporting documents are complete and understandable, conform to reasonable standards, and meet HDR's and the client's expectations.
- Verify the information, assumptions and data used in developing a document; use of proper format; compliance with regulatory and code requirements; and, calculation methods and/or numerical accuracy.

- Conduct and document QC reviews for drawings, specifications, calculations, procurement documents, and other documents that either directly or indirectly constitute deliverables.
- Conduct QC Reviews with experienced personnel who are not otherwise involved in producing the documents but are qualified in the process and disciplines required. This provides an impartial assessment that can consider project objectives as well as technical details.
- Conduct a formal design QA/QC review at the 35 percent, 65 percent and 90 percent design points by the identified Quality Assurance Team/Technical Advisors.
- Submit the design and seek input and comments from City staff.
- Prepare a checklist in the form of a quality assurance log which summarizes all comments and provides a running archive of the design team's response to the comments.
- Each QC review shall be documented by completing a QC form.

Subtask 903 – Building Department Coordination

- Provide technical criteria, written descriptions, and design data, or coordinate the submittal of these data from a pre-engineered building manufacturer, for use in filing applications for permits with, or obtaining approvals of, government authorities that have jurisdiction to approve the design of the project.

Subtask 904 – Opinion of Probable Construction Cost

- Update the opinion of probable construction cost at the 70 percent and 100 percent design points.
- Submit a final opinion of probable construction cost prior to the bid opening.

City Involvement:

- Assist with establishing final design criteria.
- Provide comments on 35 percent, 65 percent, and 90 percent review submittals.
- Timely review of submittals and coordination of all City review comments.
- Participation in project work sessions.

Deliverables:

- Draft design drawings (4 half size copies).
- Final design drawings (camera-ready copies, 25 half-size copies).
- Draft specifications (4 copies).
- Final specifications (camera-ready copies, 25 copies of all preliminary submittals).
- Opinion of probable construction cost submittals at 35, 65, and 100 percent design stages.

- Memoranda, decision log, and quality assurance log summarizing comments and responses from design reviews.

Task 1000 – Low P Demonstration Facility Building Construction Administration Assistance

Objective:

Provide technical assistance to City during construction of building outlined in Task 900 above.

Subtask 1001 – Office Engineering and Field Investigations

- Process pay requests submitted by the Contractor.
- Review shop drawings and other submittals related to the building construction.
- Execute project change proposal requests and change orders.
- Visit the plant site during construction to coordinate with the general contractor and inspect the installation.
- Conduct final inspection.
- Issue recommendation of substantial and final completion.

City Involvement:

- Materials testing, controls, and special inspections required by the City building department will be incorporated into the contract documents to be provided by the third party agency either employed by the Contractor or employed by the City.
- Review of submittal memoranda and recommendations provided.
- Coordination of Engineer's field site visits with City employed inspectors.
- Provide City Wastewater Department and Legal Department review of the contract document package prior to bidding.
- Assist engineering staff with the administration of the bidding and award process to contract with a general contractor to install the Low P Demonstration Pilot building and equipment.
- Assist in coordination of the interface between the pre-purchased Low P Demonstration Pilot Facility equipment and the general contractor.
- Provide operations staff assistance with access to process tankage, mechanical systems, and electrical systems.
- City staff shall assess and obtain any City Building Permits or other permits and inspections required for the building construction.

Deliverables:

- Shop drawing submittal review memoranda and recommended submittal action.
- Conduct up to 3 site visits during building construction.
- Field inspection reports.

SCHEDULE

Based on an anticipated Notice to Proceed (NTP) date of November 25, 2008, the project schedule is as follows:

Task	Description	Schedule
900	Preliminary Design Drawings	45 days after NTP
	Final Design Drawings	45 days after preliminary design drawings
1000	Low P Demonstration Facility Building Construction Administration Assistance	Anticipated to be up to 4 months from contractor Notice to Proceed.

COMPENSATION

The City's total consideration for this amendment, including fixed fee and expenses, shall not exceed \$98,985 without an amendment which significantly changes the services to be provided. An estimated task-by-task breakdown of project costs is attached.

Consultant shall invoice City monthly for Consultant's services. Invoices shall itemize costs incurred for each task identified in the scope of work. No narrative report outlining the project status shall be required for this project. As short summary project status memorandum will be provided with each invoice.

AMENDMENT #1

EXHIBIT B

CITY OF COEUR D'ALENE WASTEWATER DEPARTMENT
 ENGINEERING SERVICES
 FOR
 LOW PHOSPHORUS DEMONSTRATION PILOT FACILITY

Exhibit B - Coeur d'Alene Low P Demonstration Pilot Facility

	HDR DIRECT LABOR	INDIRECT LABOR	EXPENSES	SUB- CONSULTA NTS	FIXED FEE	TOTAL
Coeur d'Alene Low P Demonstration Pilot Facility	\$29,820.86	\$52,186.50	\$7,957.20	\$0.00	\$9,020.81	\$98,985.36
TOTAL	\$29,821	\$52,186	\$7,957	\$0	\$9,021	\$98,985

PUBLIC WORKS COMMITTEE

STAFF REPORT

DATE: November 24, 2008
FROM: Gordon Dobler, Engineering Services Director
SUBJECT: Traffic Signal Agreement for Atlas & Prairie Ave

DECISION POINT

Council is being asked to approve a maintenance agreement for the traffic signal at the intersection of Atlas Rd and Prairie Avenue

HISTORY

A new signal was installed at this intersection with the Prairie Ave widening project in 2007. The City of Coeur d'Alene has jurisdiction over the south leg of the intersection while Post Falls Highway District has jurisdiction over Prairie Ave and The City of Hayden has jurisdiction over the north leg. In addition, Coeur d'Alene is the only one of the three jurisdictions that has the in-house capability of providing signal maintenance. The agreement calls for Coeur d'Alene to maintain and operate the signal and to pay 25% of the maintenance and lighting costs.

FINANCIAL ANALYSIS

Post Falls Highway District will pay the monthly power costs and there are no other significant costs involved. Typically, signal maintenance only involves replacing bulbs, and other minor costs. If equipment needs to be replaced, Coeur d'Alene would pay 25% of the cost.

PERFORMANCE ANALYSIS

The additional maintenance of this signal is not a significant burden to Coeur d'Alene. If we did not do it would have to be contracted out and would cost significantly more, even if we are only responsible for 25% of the cost.

RECOMMENDATION

We recommend that Council approve the attached the agreement and authorize the Mayor to execute the agreement.

TRAFFIC SIGNAL CONTROL AND COST SHARING AGREEMENT

THIS AGREEMENT is made and entered into this 2nd day of December, 2008 by and between Post Falls Highway District, a political subdivision of the state of Idaho ("Post Falls"), City of Coeur d'Alene, a municipal corporation ("Coeur d'Alene") and City of Hayden, a municipal corporation ("Hayden").

RECITALS

WHEREAS, Coeur d'Alene and Hayden have jurisdiction of portions of Atlas Road, which intersects at Prairie Avenue;

WHEREAS, Post Falls has jurisdiction of portions of Prairie Avenue;

WHEREAS, all parties benefit from the operation and maintenance of a traffic signal and street lights at these intersection of Prairie Avenue and Atlas Road;

WHEREAS Hayden and Post Falls desire that Coeur d'Alene take primary responsibility for the traffic control signal system at the intersections of Atlas Road and Prairie Avenue, and desire to specify the terms and conditions under which such systems are to be operated and maintained;

Now, therefore, in consideration of the mutual agreements herein contained, the parties hereto mutually agree as follows:

1. Coeur d'Alene agrees to operate and maintain the traffic control signal system and safety lighting at the intersection of Atlas Road and Prairie Avenue. Coeur d'Alene shall pay 25% of the total costs of maintenance and operation of the traffic control signal system and safety lighting.
2. Electric bills associated with the operation of the traffic control signal system and safety lighting shall be billed direct to Post Falls until either Coeur d'Alene or Hayden annex Prairie Ave into their system, then the power bill shall be transferred to the annexing City
3. Hayden shall pay 25% of the total costs of maintenance and operation of the traffic control signal system and safety lighting to Coeur d'Alene. Such costs shall be payable within thirty (30) days of being billed by Coeur d'Alene.
4. Neither Post Falls nor Hayden, nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by Coeur d'Alene under or in connection with any work, authority, or jurisdiction delegated to Coeur d'Alene under this Agreement.

5. Post Falls and Hayden hereby grant to Coeur d'Alene and its agents and contractors all necessary authority to perform within the boundaries of Post Falls and Hayden any and all work required to perform the terms of this Agreement.
6. In the event any of the conditions, covenants, restrictions, or obligations contained in this instrument or any part thereof should be declared void or for any reason unenforceable, the validity and binding effect of the others shall be unimpaired and unaffected and the same shall remain in full force and effect.
7. This contract shall remain in full force and effective between the parties until such time as the signal is removed

In witness, whereof, the parties have hereunto set their hands to this contract as the respective duly authorized agents as of the day and year first stated above.

POST FALLS HIGHWAY DISTRICT

By: _____
Lynn Humphreys, Chairman

ATTEST:

District Clerk

CITY OF COEUR D'ALENE

By: _____
Sandy Bloem, Mayor

ATTEST:

City Clerk

CITY OF HAYDEN

By: _____
Ron McIntire, Mayor

ATTEST:

City Clerk

PUBLIC WORKS COMMITTEE

STAFF REPORT

DATE: November 24, 2008
FROM: Gordon Dobler, Engineering Services Director
SUBJECT: Traffic Signal Agreement for Ramsey & Prairie Ave

DECISION POINT

Council is being asked to approve a maintenance agreement for the traffic signal at the intersection of Ramsey Rd and Prairie Avenue

HISTORY

A new signal was installed at this intersection with the Prairie Ave widening project in 2007. The signal is within the jurisdiction of Lakes Highway District and the City of Hayden. However, neither of these agencies have the ability to operate and maintain traffic signals. They have asked us to operate the signal and perform the necessary maintenance.

FINANCIAL ANALYSIS

Lakes Highway District and the City of Hayden are responsible for all of the material costs for maintenance and operation of the signal. We would provide the labor, however this is expected to be minimal (2-3 hrs yr).

PERFORMANCE ANALYSIS

This is not a significant impact to our resources and provides a valuable service to our partner jurisdictions.

RECOMMENDATION

We recommend that Council approve the attached the agreement and authorize the Mayor to execute the agreement.

TRAFFIC SIGNAL CONTROL AND COST SHARING AGREEMENT

THIS AGREEMENT is made and entered into this 2nd day of December, 2008 by and between Lakes Highway District, a political subdivision of the state of Idaho ("Lakes"), City of Coeur d'Alene, a municipal corporation ("Coeur d'Alene") and City of Hayden, a municipal corporation ("Hayden").

RECITALS

WHEREAS, Coeur d'Alene and Hayden have jurisdiction of portions of Ramsey Road, which intersects at Prairie Avenue;

WHEREAS, Lakes has jurisdiction of portions of Prairie Avenue;

WHEREAS, all parties benefit from the operation and maintenance of a traffic signal and street lights at these intersection of Prairie Avenue and Ramsey Road;

WHEREAS Hayden and Lakes desire that Coeur d'Alene take primary responsibility for the traffic control signal system at the intersections of Prairie Avenue and Ramsey Road, and desire to specify the terms and conditions under which such systems are to be operated and maintained;

Now, therefore, in consideration of the mutual agreements herein contained, the parties hereto mutually agree as follows:

1. Coeur d'Alene agrees to operate and maintain the traffic control signal system at the intersection of Ramsey Road and Prairie Avenue.
2. Electric bills associated with the operation of the traffic control signal system and safety lighting shall be billed direct to Lakes Highway District;
3. Lakes shall pay 75% and Hayden shall pay 25% of the total costs of maintenance and operation of the traffic control signal system to Coeur d'Alene. Such costs shall be payable within thirty (30) days of being billed by Coeur d'Alene.
4. Lakes and Hayden hereby agree to indemnify and defend Coeur d'Alene, its employees and elected officials from any and all claims arising from the operation and maintenance of the traffic control system at the intersection of Ramsey Road and Prairie Avenue. To satisfy this agreement, Lakes and Hayden agree to add Coeur d'Alene as a named insured on an insurance policy covering claims arising from the operation and maintenance of the traffic control system at the intersection of Ramsey Road and Prairie Avenue in an amount not less than \$500,000 per occurrence.

5. Lakes and Hayden hereby grant to Coeur d'Alene and its agents and contractors all necessary authority to perform within the boundaries of Lakes and Hayden any and all work required to perform the terms of this Agreement.
6. In the event any of the conditions, covenants, restrictions, or obligations contained in this instrument or any part thereof should be declared void or for any reason unenforceable, the validity and binding effect of the others shall be unimpaired and unaffected and the same shall remain in full force and effect.
7. This contract shall remain in full force and effective between the parties until such time as the signal is removed or until Coeur d'Alene gives 30 day written notice of its intent to terminate the contract.

In witness, whereof, the parties have hereunto set their hands to this contract as the respective duly authorized agents as of the day and year first stated above.

LAKES HIGHWAY DISTRICT

By: _____
Mark R. Soderling, Chairman

ATTEST:

District Clerk

CITY OF COEUR D'ALENE

By: _____
Sandi Bloem, Mayor

ATTEST:

City Clerk

CITY OF HAYDEN

By: _____
Ron McIntire, Mayor

ATTEST:

City Clerk

**STAFF REPORT
GENERAL SERVICES COMMITTEE**

November 17, 2008

From: Doug Eastwood, Parks Director

Subject: Allocation of Miscellaneous Revenues in Parks Capital Improvement Fund

DECISION POINT: Recommend to General Services the allocation of miscellaneous revenues in the Parks Capital Improvement Fund for the use of; 1. Playground equipment replacement at Northshire Park, 2. Line item allocation to the Coeur d'Alene Parks Foundation, 3. BMX Freestyle Park at Memorial Field.

HISTORY: Miscellaneous revenue is a name that was given to the revenues that are generated within the park system through a variety of sources; park facility rentals, special events, food concessions, etc. We use the miscellaneous revenues to pay for upgrades and/or replacements to our facilities that are not budgeted through the General Fund.

FINANCIAL ANALYSIS: We generate about \$65,000 annually through the above mentioned sources. The expense line item is known as the 'infrastructure' line item in the C.I.F. In the 2008-09 budget process we did allocate \$60,000 to the infrastructure line item to replace the picnic shelter in the City Park. Costs associated with the decision point above are as follows;

1. We now have an opportunity to replace the failing playground structure at Northshire Park with a 50/50 matching grant; our cost would be \$18,000.00. (cost sheet attached)
2. The CDA Parks Foundation has assisted us with the donations/acquisitions of over \$4 million in land since their inception in 2004. They do incur costs on our behalf and have asked for assistance in meeting those costs; letter attached. I am recommending that we establish a line item for the CDA Parks Foundation for \$7,500 annually. This can also be reviewed annually with your recommendation for each year's allocation. (letter attached)
3. The BMX Freestyle Park is just short of \$5,000 to install some equipment at that site. The BMX user group, the CDA Recreation Department, CDA Kiwanis and City of Coeur d'Alene has raised and/or contributed approximately \$21,000 to the BMX Freestyle Park.

They have only a small amount needed to complete their fund raising efforts for this project. As of October 1, 2008 we have approximately \$110,000 in the miscellaneous revenues line item. The above allocations would total \$30,500 in expenses from that line item.

PERFORMANCE ANALYSIS: Upgrading and/or replacing worn out playground equipment is a continuous process and we should take advantage grant opportunities that help us reach and maintain our goals. The Parks Foundation has been a huge asset to the department, the city and the residents; we are the ultimate beneficiary of their efforts and we should assist, if possible, with an annual review of their request. The BMX Freestyle Park has been in the fund raising mode for several years and we are now very close to getting the first part of the park opened with BMX amenities.

DECISION POINT: Recommend to General Services to allocate \$30,500 from the Parks C.I.F.; miscellaneous revenues for the purposes outlined above.

PUBLIC WORKS COMMITTEE

STAFF REPORT

DATE: November 24, 2008
FROM: Gordon Dobler, Engineering Services Director
SUBJECT: Grant match for City of Dalton intersection study-4th & Dalton

DECISION POINT

Staff requests council consideration of request by the City of Dalton for support for a traffic study at the intersection of 4th & Dalton.

HISTORY

Last year the City of Dalton Gardens submitted a funding application to LHTAC to perform traffic studies on the following three intersections:

- Dalton & 15th (partially owned by CDA)
- Dalton & 4th (partially owned by CDA)
- Prairie & 4th (partially owned by Hayden)

The study would have included a peak hour traffic count and engineering analyses of three primary scenarios: 1. All-Way stop control, 2. Signalization with left turn lanes, 3. Single lane roundabout. Unfortunately, the City was not awarded the grant. However, with an improved application based on input from LHTAC, the City is pursuing the same funding this year. Although no match is required, the City is adding \$3000 of their own funds to the project to increase the application score.

Because the cities of Coeur d'Alene and Hayden own parts of each intersection, the City of Dalton is requesting a letter of support from both jurisdictions. In addition to the letter, the City of Dalton is requesting a small financial participation in the project from Hayden and Coeur d'Alene. Showing multijurisdictional cooperation, especially financially, will greatly increase the chances of an award.

FINANCIAL ANALYSIS

Dalton is asking for a match of \$1000 from the City of Coeur d'Alene. The funds could come from impact fees for Quadrant 2.

PERFORMANCE ANALYSIS

The intersection of 4th and Dalton is currently a 4-way stop sign. Installing a round-about would be a significant improvement and a benefit to the City of Coeur d'Alene.

RECOMMENDATION

Staff recommends the Council authorize a letter of support and approve a match of \$1,000.

**CITY COUNCIL
STAFF REPORT**

DATE: December 2, 2008
FROM: Christopher H. Bates, Engineering Project Manager
SUBJECT: Verizon Office Condo's, Final Plat Approval



DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat document, a 1 lot, three (3) unit commercial condominium development.

HISTORY

- a. Applicant: Verizon Northwest Inc.
112 Lakeview Canyon Road
CA501CW
Thousand Oaks, CA
- b. Location: West side of Government Way, north of Ironwood Drive.

FINANCIAL ANALYSIS

There are no financial agreements associated with this final plat approval.

PERFORMANCE ANALYSIS

There are no platting issues related to the subject property and the final plat document is ready for recordation. This is an existing building, and, all development related issues have been previously addressed.

DECISION POINT RECOMMENDATION

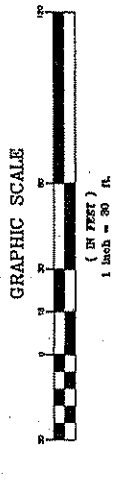
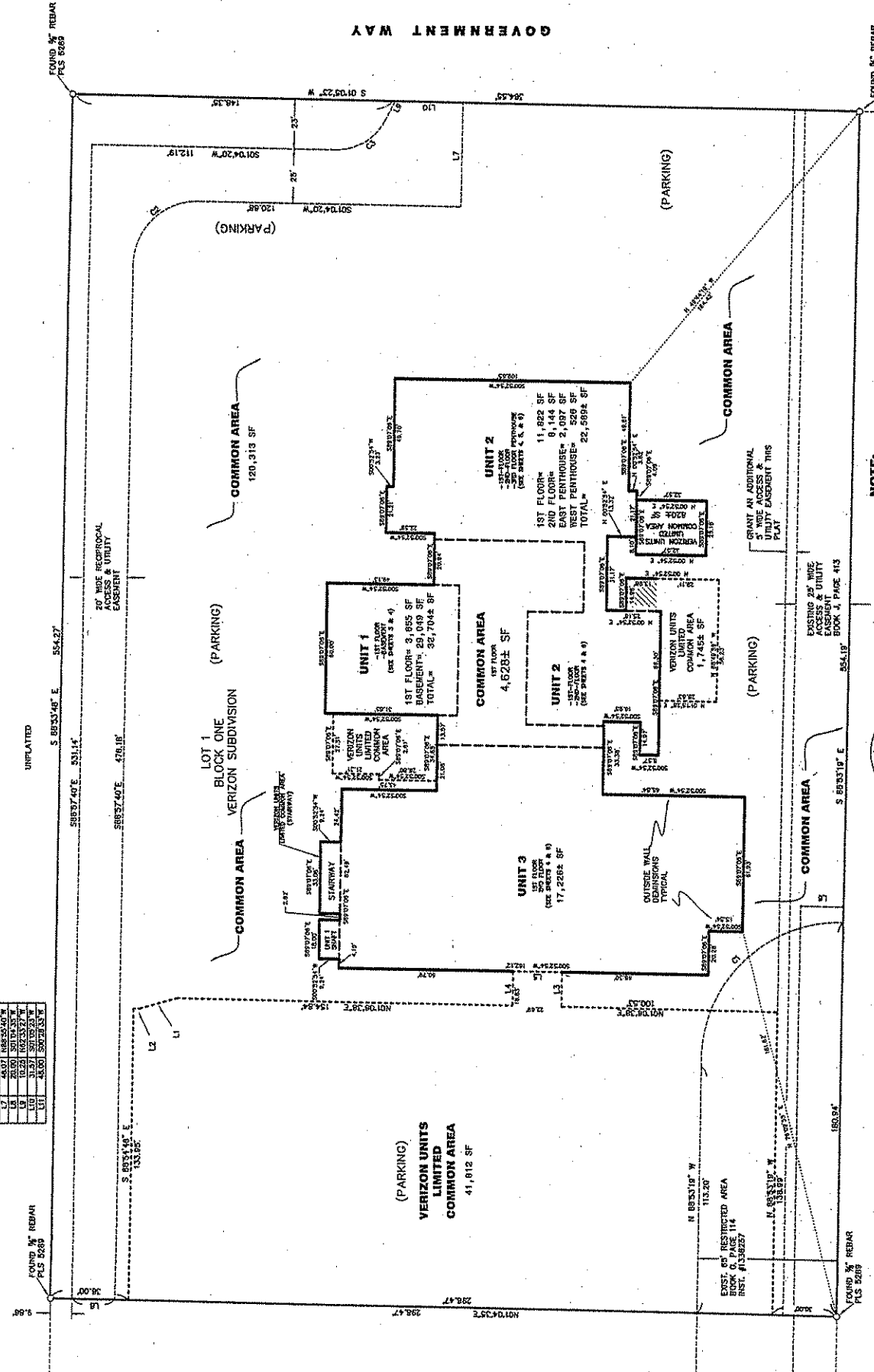
1. Approve the final plat document.

VERIZON OFFICE CONDOS

LOT 1, BLOCK ONE, VERIZON SUBDIVISION,
IN A PORTION OF SEC. 11, T.50N., R.4W., B.M.,
IN THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

LINE	DATE	CHG	TABLE	BY	REASON	AREA
L1	01/01/00	3757.40	18.51	RS	AS BOUNDARY	18.51
L2	01/01/00	3757.40	18.51	RS	AS BOUNDARY	18.51
L3	01/01/00	3757.40	18.51	RS	AS BOUNDARY	18.51
L4	01/01/00	3757.40	18.51	RS	AS BOUNDARY	18.51
L5	01/01/00	3757.40	18.51	RS	AS BOUNDARY	18.51
L6	01/01/00	3757.40	18.51	RS	AS BOUNDARY	18.51
L7	01/01/00	3757.40	18.51	RS	AS BOUNDARY	18.51
L8	01/01/00	3757.40	18.51	RS	AS BOUNDARY	18.51
L9	01/01/00	3757.40	18.51	RS	AS BOUNDARY	18.51
L10	01/01/00	3757.40	18.51	RS	AS BOUNDARY	18.51
L11	01/01/00	3757.40	18.51	RS	AS BOUNDARY	18.51

BOOK _____, PAGE _____
INST. No. _____



PROFESSIONAL LAND SURVEYOR
RUSSELL G. HONAKER, P.L.S. #289

REVISED 9-1-98
Plan 7-17-08

NOTE:
APPROXIMATE UNIT AREAS
CALCULATED FROM OUTER WALL
DIMENSIONS.

VERIZON OFFICE CONDOS
PLAN DETAIL
SCALE: 1"=30'
DATE: 9-17-08

FRAME & SARTANA, PA
Consulting Engineers
303 North 10th Street, Coeur d'Alene, Idaho, 83811
PH: (208) 765-2727 FAX: (208) 765-2727

SHEET 2 of 7

BEER, WINE, AND/OR LIQUOR APPLICATION Expires March 1 annually

City of Coeur d' Alene
Municipal Services
710 Mullan Avenue
Coeur d' Alene, Idaho 83814
208.769.2229 Fax 769.2237

[Office Use Only] Amt Pd \$ 150.00 ^{75.00} ^{to}
 Rec No 701335
 Date 11-25-08
 Date to City Council: 12-2-08
 Reg No. _____
 License No. _____
 Rv _____

2/1/08

Date that you would like to begin alcohol service _____

Check the ONE box that applies:

<input type="checkbox"/>	Beer only (canned and bottled) not consumed on premise	\$ 50.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled) not consumed on premise	\$250.00 per year
<input type="checkbox"/>	Beer only (canned and bottled only) consumed on premise	\$100.00 per year
<input checked="" type="checkbox"/>	Beer and Wine (canned and bottled only) consumed on premise	\$300.00 per year
<input type="checkbox"/>	Beer only (draft, canned, and bottled) consumed on premise	\$200.00 per year
<input type="checkbox"/>	Beer and Wine (Draft, canned, and bottled) consumed on premise	\$400.00 per year
<input type="checkbox"/>	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
<input type="checkbox"/>	Transfer of ownership of a City license with current year paid Beer-to go only \$6.25 Beer- Can, Bottled only \$12.50 Beer- Draft, can, bottled \$25 Consumed on premise yes no Transfer from _____ to _____	\$

Business Name	Shari's of Coeur d' Alene #213
Business Mailing Address	9400 SW Gemini Drive
City, State, Zip	Beaverton, OR 97008
Business Physical Address	331 Ironwood Drive
City, State, Zip	Coeur d'Alene, ID 83814
Business Contact	Business Telephone : 208-667-8114 Fax: 208-667-0376
License Applicant	Shari's Management Corporation
If Corporation, partnership, LLC etc. List all members/officers	See attached

DATE: NOVEMBER 26, 2008
TO: MAYOR AND CITY COUNCIL
FROM: PLANNING DEPARTMENT
RE: SETTING OF PUBLIC HEARING DATE: JANUARY 6, 2009

Mayor Bloem,

The Planning Department has forwarded the following item to the City Council for scheduling of a public hearing. In keeping with state law and Council policy, the Council will set the date of the public hearing upon receipt of recommendation.

<u>ITEM NO.</u>	<u>REQUEST</u>	<u>COMMISSION ACTION</u>	<u>COMMENT</u>
0-8-08	Request: Fees in lieu of Parking a. Change the method of establishing fee b. Establishing the fee in Lieu of Parking in Mid-Town and establishing distance to parking. Applicant: City of Coeur d'Alene	Recommended Approval	Legislative

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **January 6, 2009**

JS:ss

ANNOUNCEMENTS

Memo to Council

DATE: November 24, 2008

RE: Appointments to Boards/Commissions/Committees

The following appointment is presented for your consideration for the December 2nd Council Meeting:

MIKE DOLPHIN PEDESTRIAN & BICYCLE ADVISORY COMMITTEE

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

Sincerely,

Amy Ferguson
Executive Assistant

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

OTHER COMMITTEE MINUTES
(Requiring Council Action)

November 24, 2008
**GENERAL SERVICES COMMITTEE
MINUTES**

COMMITTEE MEMBERS PRESENT

Deanna Goodlander, Chairman
Ron Edinger
John Bruning

CITIZENS PRESENT

Tom Hasslinger, CDA Press
Dick Barkley
Steve Wetzel

STAFF PRESENT

Katie Sorenson, Parks Department
Jon Ingalls, Deputy City Administrator
Doug Eastwood, Parks Director
Steve Anthony, Recreation Director
Amy Ferguson, Executive Assistant
Mike Gridley, City Attorney

**Item 1. Parks Capital Improvement Fund – Allocation of Miscellaneous Revenues
Consent Calendar**

Doug Eastwood, Parks Director, presented a request for allocation of miscellaneous revenues in the Parks Capital Improvement Fund for the use of: (1) Playground equipment replacement at Northshire Park, (2) Line item allocation to the Coeur d'Alene Parks Foundation, (3) BMX Freestyle Park at Memorial Field.

Mr. Eastwood explained that miscellaneous revenues generated within the park system through a variety of sources including park facility rentals, special events, food concessions, etc. are used to pay for upgrades and/or replacements to our facilities that are not budgeted through the General Fund. He requested that some of those funds be used as follows:

1. Replacement of the playground at Northshire Park. Mr. Eastwood explained that the city can apply for a matching grant and pay 50 cents on the dollar for the purchase. The city's cost for the replacement of the equipment would be \$18,000.00.
2. Assistance for the Parks Foundation for expenses incurred since their inception. Mr. Eastwood explained that these funds would help the Parks Foundation offset costs and line item would be created for \$7,500.00 annually.
3. Mr. Eastwood explained that the Parks and Recreation Departments have been working with area BMX enthusiasts for a few years to try to establish a site where they can perform the activities that they like to do. The Kiwanis Club has granted \$5,000 towards the BMX Freestyle Park, and the Recreation Department has about \$20,000 to put towards the project, and also received a small sum of approximately \$300.00 raised from fundraising efforts of the BMX riders themselves. They are just a little over \$5,000 short of making the project happen. As a result, Mr. Eastwood would like to allocate \$5,000 out of miscellaneous revenues and bring closure to that phase of the project.

Mr. Eastwood further explained that all three projects have received the endorsement and approval of the Parks & Recreation Commission.

MOTION: by Edinger, seconded by Bruning, that Council approve the allocation of miscellaneous revenues in the Parks Capital Improvement Fund for the use of: (1) Playground equipment replacement at the Northshire Park in the amount of \$18,000.00; (2) Line item

allocation to the Coeur d'Alene Parks Foundation in the amount of \$7,500.00 annually; and (3) BMX Freestyle Park at Memorial Field.

VOTE: All in favor. Motion carried.

Councilman Goodlander expressed gratitude and appreciation to the members of the Parks Foundation.

Item 2. Declaration of Sole Source Procurement – First Stage Ramps for the Freestyle BMX Park

Agenda Item

Steve Anthony, Recreation Director, presented a request for authorization to publish a Declaration of Sole Source Procurement for the first stage of ramps for the Freestyle BMX Park from American Ramp Company. Mr. Anthony explained that they have been working with the freestyle BMX kids for about five summers and that this was one of the council's top priorities from the budget process this year. He stated that the American Ramp Company system is completely portable in that in case the park was ever moved, the ramps could be moved with it. The ramps are extremely durable and skirting will also be purchased.

Councilman Goodlander said that she is very pleased to see this happening and it has been a long time coming. Mr. Anthony explained that the nice thing about this system is that both the skateboard and BMX parks will be dual use. In addition, they are going to ask the actual users of the park to help with the installation so that there is some buy in and ownership of the park. They hope to have the park up and running in March or April of 2009.

MOTION: by Edinger, seconded by Bruning, that Council authorize staff to publish a declaration for the sole source procurement of the first stage of ramps for the Freestyle BMX Park from American Ramp Company.

Item 3. Agreement with Landmark Landscape Architects – Landings Park, Phase II Consent Calendar

Doug Eastwood, Parks Director, presented a request for Council approval to enter into an agreement with Landmark Landscape Architects to prepare construction design documents, administration, and bid package for Landings Park Phase II. Mr. Eastwood explained in his staff report that he plans to solicit bids for Phase II by February of 2009 with completion of the park late summer/early fall of 2009. The cost is \$45,500 for this service and it is a budgeted line item in the Parks C.I.F.; Landings.

MOTION: by Edinger, seconded by Bruning, that Council approve Resolution No. 08-___ authorizing the city to enter into an agreement with Landmark Landscape Architects to prepare construction design documents, administration, and bid package for Landings Park Phase II.

Item 4. Discussion for Resolution – Prohibiting Feeding Deer Inside the City
Agenda Item

Councilman Goodlander explained that she brought this item forward for discussion and asked Mr. Ingalls to provide some background information regarding a meeting that he attended at the Idaho Fish & Game offices. Mr. Ingalls explained that about a year and a half ago he attended a meeting with the City of Fernan, City of Post Falls, City of Hayden, and chaired by the Idaho Fish & Game

Department, regarding a concern about people wanting something done to control the deer population. It was agreed that the first step should be public education, asking citizens not to feed deer or other non-domestic animals. Mr. Ingalls said that even after the public relations campaign, he does not think that things have changed. The City of Fernan has subsequently made it illegal to feed the deer. Mr. Ingalls feels that it makes sense to handle this problem in a collaborative fashion with other entities. He further explained that once a young deer is brought up feeding in someone's yard, it becomes imprinted and domesticated and it is very difficult to prevent the unwanted behavior.

Councilman Goodlander explained that the reason she brought this matter up is because the more deer that are fed, the more they are imprinted every year. The City of Fernan is presently talking to trappers who would trap deer and move them out into the woods at a cost of \$250.00 per animal. She would like to have the issue discussed at a city council meeting level and take comments from citizens to see how they feel about it.

MOTION: by Bruning, seconded by Goodlander, to take this issue before the council on December 2nd to discuss the possible passage of an ordinance prohibiting the feeding of deer.

DISCUSSION: Councilman Edinger said that when this matter was discussed at the last General Services Committee meeting, Captain Childers said that enforcement would not be a top priority in the Police Department and that it would fall under the responsibility of the code enforcement officer. Councilman Edinger said that he believes that the code enforcement officer has better things to do than to be a deer enforcement officer. In addition, he felt that it would turn neighbor against neighbor, with one person's word against another. He further feels that the city cannot afford to pay for the removal of the deer. In addition, Councilman Edinger stated that he gets a lot of phone calls on dogs, cats, abandoned vehicles, etc., but he has yet to receive a phone call on deer.

Councilman Bruning said that he would favor bringing this matter to the council for discussion and said that the City of Fernan has spent a lot of money trying to control the deer problem. If people in Coeur d'Alene are feeding the deer, it is not helping the problem. Councilman Bruning further agreed that it is a difficult thing to enforce, but it is also a hazard to traffic having the deer around. He further said that if there is enough education to the public that it is illegal to feed the deer, maybe they will stop doing it.

VOTE: Motion carried.

Councilman Goodlander asked Mr. Ingalls to check into having someone from the Department of Fish & Game attend the council meeting on December 2nd, as well as a representative from the City of Fernan.

Councilman Edinger asked City Attorney Mike Gridley regarding enforcement of a possible ordinance. Mr. Gridley responded that it would be like any other code violation in that the city would have to prove that the person did it.

[NOTE: Due to a representative from the Department of Fish & Game being unavailable for the December 2nd Council Meeting, this matter was postponed until a January Council Meeting]

The meeting adjourned at 12:30 p.m.

Respectfully submitted,
Amy Ferguson
Executive Assistant

STAFF REPORT
Park and Recreation Commission

DATE: November 17, 2008
FROM: Steve Anthony Recreation Director\Monte McCully Trails Coordinator
SUBJECT: DECLARATION FOR SOLE SOURCE PROCUREMENT

DECISION POINT:

The Council is requested to authorize staff to publish a declaration for the sole source procurement of the first stage of ramps for the Freestyle BMX Park from American Ramp Company.

HISTORY:

The Recreation and Parks Departments have been working in conjunction with local BMX enthusiasts on a design for a BMX Park that will be cost effective, yet have the amenities that the user group desires. A design was selected and sent around to several companies. Only American Ramp Company came back with the desired design, made with weather proof materials and a 20 year guarantee within the budget we have. American Ramp Company has a higher quality product and lower prices because of the system they use for shipping. They are able to knock thousands of dollars off for shipping costs by combining orders. This design is also able to be built upon in the future if more money is raised to add a second phase.

FINANCIAL ANALYSIS: The quote for the first phase of the BMX Park came in at \$28,769.67. This includes enough amenities for the Park to be enjoyable. It also includes framework enclosures that will deaden sound, look aesthetically pleasing and prevent trash from accumulating under the ramps. The City has budgeted \$15,000 for the BMX Park, The BMX user group has \$300 and has received a \$5,000 grant, The Parks Department has \$5,000 for the Park and the Recreation Department has \$1,000 for the Park. Bringing the total to \$26,300. That leaves a balance of \$2,469.67 which the Recreation Department anticipates raising by asking local service organizations to donate.

PERFORMANCE ANALYSIS:

Local BMX users and City Officials visited Parks made by American Ramp Company and found the product to have many advantages over other competitors. These ramps require minimal maintenance. All the hardware is vandal proof. The surfaces have galvanized coating that ensures even after years of grinding these areas will still look good and be free of rust. This surface is guaranteed not to crack, dent, chip, warp, or ever need replacing and these ramps have fastener free riding surfaces. This product has a polyester powder-coat that provides good traction for the safety of users and will not rust in inclement weather.

DECISION POINT/RECOMMENDATION:

The Council is requested to authorize staff to publish a declaration for the sole source procurement of the first stage of ramps for the Freestyle BMX Park from American Ramp Company.



601 MCKINLEY
 JOPLIN, MO 64801
 TEL: (800) 949-2024
 TEL: (417) 206-6816
 FAX: (417) 206-6888

sales@americanrampcompany.com

DRAWN BY JD Fields

DATE 11/5/08

THIS DRAWING MAY CONTAIN
 PROPRIETARY INFORMATION
 BELONGING TO AMERICAN RAMP
 COMPANY AND SHOULD NOT BE
 COPIED OR REDISTRIBUTED
 WITHOUT EXPRESS WRITTEN
 PERMISSION FROM AMERICAN
 RAMP COMPANY

REP. AGENCY

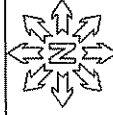
American Ramp Company

REP. NAME

John Hunter

REP. PHONE

(417) 438-1360



CUSTOMER APPROVAL

DATE

PARK ENCLOSED? Yes

PRO SERIES ✓

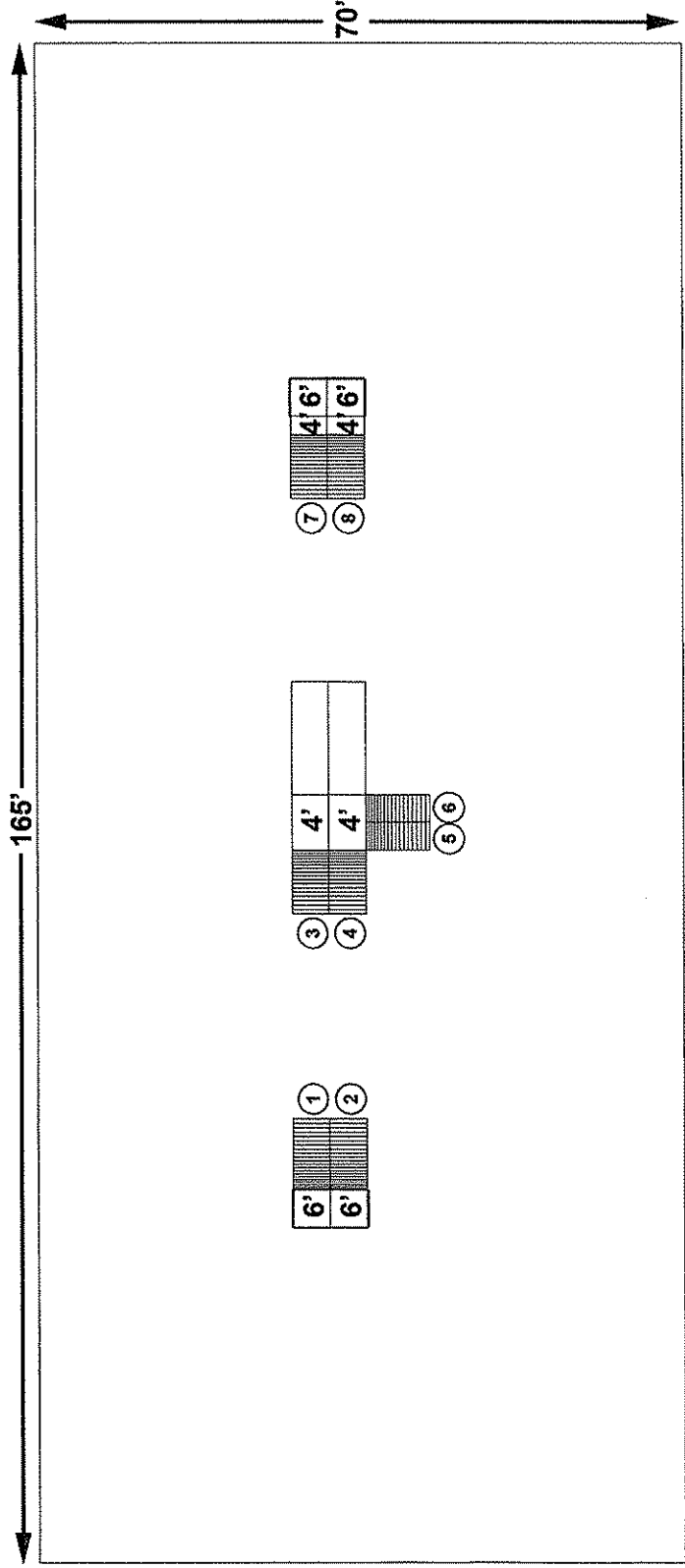
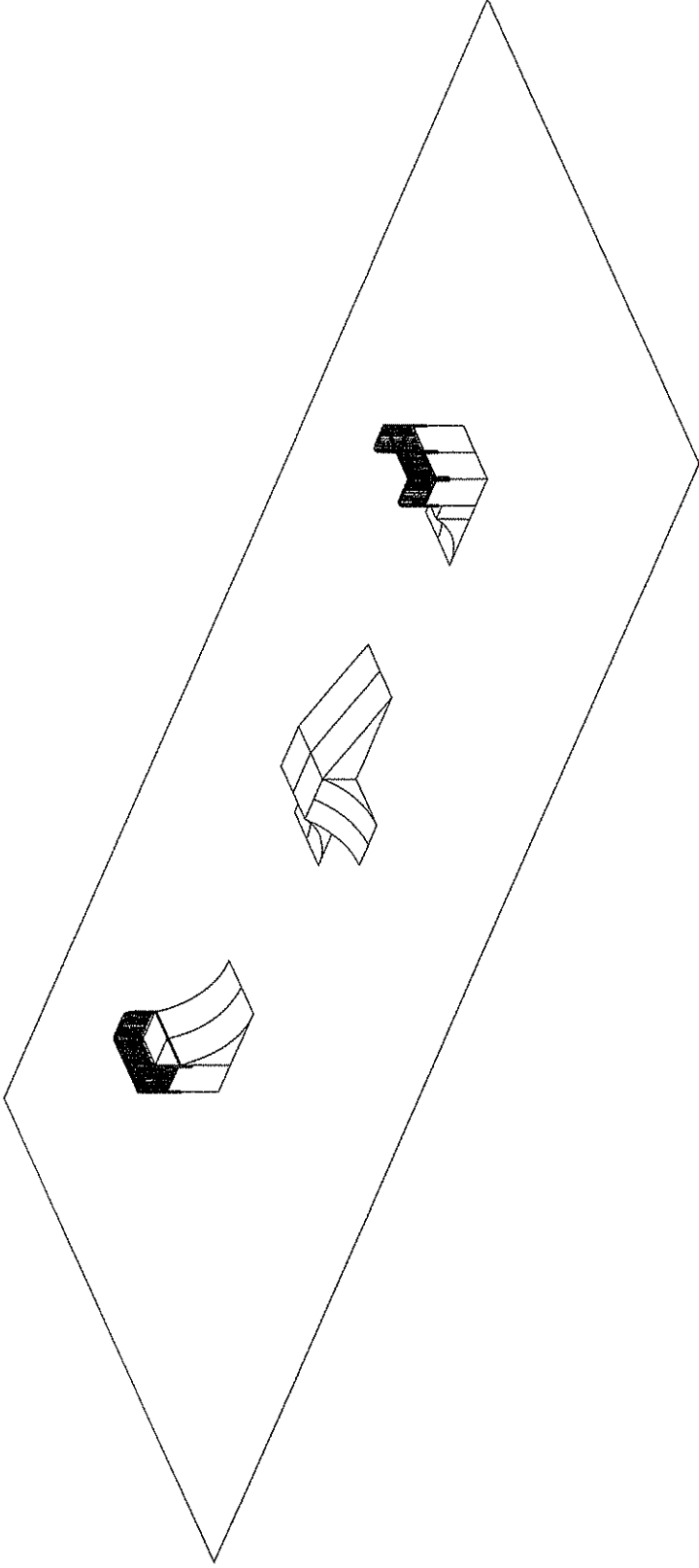
X SERIES -

STEALTH SERIES -

PROJECT NAME

Coeur d'Arlene, ID

DESIGN NO. 3056



601 McKinley
 Joplin, MO 64801
 Toll-free 877-RAMP-778
 Local 417-206-6816
 Fax 417-206-6888
 sales@americanrampcompany.com



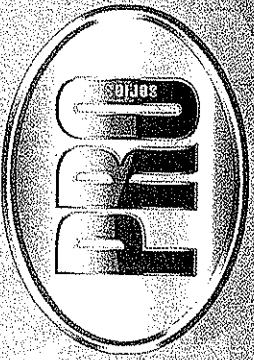
Design #	Ready to Ship	FOB	Discount
3056	30-60 Days	Coeur d'Arlene, ID	1/2% HALF DOWN, 1% FULL PREPAY

<u>Item</u>	<u>Obstacle</u>	<u>Height</u>	<u>Width</u>	<u>Length</u>	<u>Pro Series</u>
1	Quarter Pipe	6.0'	4'	12'	\$3,478.80
2	Quarter Pipe	6.0'	4'	12'	\$3,478.80
3	Jump Box	4.0'	4'	25'	\$4,442.97
4	Jump Box	4.0'	4'	25'	\$4,442.97
5	Quarter Pipe	4.0'	3'	7'	\$1,013.95
6	Quarter Pipe	4.0'	3'	7'	\$1,013.95
7	Quarter Pipe Step Up	6.0'	4'	13'	\$3,465.00
8	Quarter Pipe Step Up	6.0'	4'	13'	\$3,465.00
	Subtotal				\$24,801.44
	Freight				FREE
	Supervised Installation				\$1,240.07
	Framework Enclosures				\$2,728.15
	TOTAL				\$28,769.67

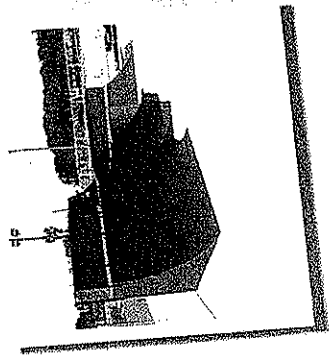
Options and upgrades:

- If your project is subject to prevailing wage, bonding requirements, or sales tax, call for revised quote.

THANK YOU FOR CONSIDERING OUR PRODUCT!



- 3/16" STEEL RIDING SURFACE
- MAXGRIP™ POLYESTER POWDERCOAT
- FASTENER FREE RIDING SURFACE
- 20 YEAR WARRANTY



November 24, 2008
PUBLIC WORKS COMMITTEE
MINUTES

COMMITTEE MEMBERS PRESENT

Council Member Woody McEvers (Acting Chairman)
Council Member Mike Kennedy

STAFF PRESENT

Jon Ingalls, Deputy City Administrator
Sid Fredrickson, WW Supt.
Warren Wilson, Deputy City Atty
Gordon Dobler, Engineering Svcs Dir.
Amy Ferguson, Exec. Assistant
Dave Shults, Capital Program Manager
Mike Gridley, City Attorney

GUESTS

Dave Clark, HDR Engineering (Item 2)
Tom Haslinger, Coeur d'Alene Perss

Item 1 2008-2009 Snow Plan
Agenda Item

Jon Ingalls, Deputy City Administrator, presented a request on behalf of Tim Martin, Street Superintendent, for approval of the 2008-2009 Snow Plan. Mr. Ingalls explained that this year's Snow Plan contains minor housekeeping changes. The Snow Plan brochure will be available to the public and will also be placed on the city's web site. Tim Martin, Street Superintendent, will present a powerpoint presentation at the Council meeting on December 2nd and explain the Snow Plan in more detail at that time.

NO ACTION. Councilman McEvers instructed the item to be placed on the Council agenda for discussion and decision by the full council.

Item 2 Agreement with HDR Engineering for WWTP Phase 5 Design Services
Agenda Item

Sid Fredrickson, Wastewater Superintendent, presented a request for approval of a proposed agreement for engineering services with HDR Engineering to provide design of Phase 5 improvements to the City's advanced water reclamation facilities, for a cost not to exceed \$2,989,722. Mr. Fredrickson explained that Phase 5 includes three subphases: 5A, 5B, and 5C. Phase 5A will include additional modules for removal of ammonia, a separate secondary sludge thickening process, improved centrate return equalization instrumentation and control, and additional recycle pumping. Phase 5B will include an administration and laboratory building, a shop building for the collections division, an operator control center, an additional digester and digester control center, SCADA control improvements, and yard piping and electrical work. Phase 5C will consist of an addition to the primary clarifier splitter box, an additional primary clarifier, secondary biological treatment plant expansion & advanced filtration for phosphorous control, yard piping, power supplies, instrumentation and controls. Mr. Fredrickson anticipates Phase 5B design to be completed to allow contractor bids as early as the fall of 2009, with fast tracking of near term Phase 5A ammonia reduction improvements in the early part of 2009. He further explained that there are a lot of common elements of Phase 5C within the overall Phase 5 program that can be pre-designed, but they can't complete the final design of Phase 5C until they decide which option they choose from the two-year low phosphorus pilot test program.

Councilman McEvers asked if the cost of the proposed design is in the budget. Mr. Fredrickson confirmed that it is and that it is a multi-year program. Councilman McEvers also asked how far out do the existing wastewater rates cover the costs. Mr. Fredrickson responded that the rates do not cover Phase 5C, but in 2009 they will be coming forward for approval of a rate analysis.

Councilman McEvers asked if the current rate structure covers Phase 5B. Mr. Fredrickson said that it does not, but during the Phase 4 program, they asked for \$28,000,000 of bonding capacity, and after spending \$16,000,000 on the Phase 4B project, they still have about \$12,000,000 left to put towards Phase 5B improvements, that were included in the description of needs for the program.

NO ACTION. Councilman McEvers requested that this item be placed on the Council agenda for discussion and decision by the full council.

Item 3 Amendment #1 to Engineering Agreement for WWTP Pilot Studies
Consent Calendar

Dave Shults, Capital Program Manager, presented a request for approval of amendment #1 to the agreement for engineering services with HDR Engineering that would provide additional design of a building to house pilot study process equipment in the amount of \$98,985, for a total pilot facilities engineering cost not to exceed \$645,582. Mr. Shults explained that they had originally anticipated that they could use small areas of the WWTP campus for the pilot studies, but they have determined that they need the best of environments for the winter and summer months to ensure that the pilot studies work at an optimum level. Mr. Shults noted in his staff report that the additional design and building costs may add approximately \$450,000 to the project. Mr. Shults explained that there are reserves in the Wastewater Fund for this multi-year project, in addition to having \$1,800,000 budgeted for this fiscal year.

MOTION by Kennedy, seconded by McEvers, to recommend Council approval of Resolution No. 08-062 authorizing amendment #1 to the agreement for engineering services with HDR Engineering to provide additional design of a building to house pilot study process equipment in the additional amount of \$98,985, for total engineering costs not to exceed \$645,582.

VOTE: Motion carried.

Item 4 Traffic Signal Agreement for Atlas & Prairie Avenue
Consent Calendar

Gordon Dobler, Engineering Services Director, presented a request for approval of a maintenance agreement for the traffic signal at the intersection of Atlas Road and Prairie Avenue. He explained that a new signal was installed at this intersection with the Prairie Avenue widening project in 2007. The city owns the south leg of the Atlas signal, but Ramsey is out of their jurisdiction, although it is within the Area of City Impact. Mr. Dobler explained in his staff

report that this agreement would be between the Post Falls Highway District, City of Coeur d'Alene, and City of Hayden. The agreement calls for the City of Coeur d'Alene to maintain and operate the signal and to pay 25% of the maintenance and lighting costs. The staff report further explains that the city is the only one of the three jurisdictions that has the in-house capability of providing signal maintenance.

MOTION by Kennedy, seconded by McEvers, to recommend Council approval of Resolution No. 08-062 authorizing a maintenance agreement with the City of Hayden, Post Falls Highway District, and the City of Coeur d'Alene for the maintenance of the traffic signal at the intersection of Atlas Road and Prairie Avenue.

Item 5 Traffic Signal Agreement for Ramsey & Prairie Avenue

Gordon Dobler, Engineering Services Director, presented a request for approval of a maintenance agreement for the traffic signal at the intersection of Ramsey Road and Prairie Avenue. He explained that a new signal was installed at this intersection with the Prairie Avenue widening project in 2007. The signal is within the jurisdiction of Lakes Highway District and the City of Hayden. Mr. Dobler explained in his staff report that this agreement would be between the Lakes Highway, City of Hayden, and City of Coeur d'Alene. The agreement calls for the Lakes Highway District and the City of Hayden to be responsible for all of the material costs for maintenance and operation of the signal, and the City of Coeur d'Alene would provide the labor, which is expected to be minimal.

MOTION by Kennedy, seconded by McEvers, to recommend Council approval of Resolution No. 08-062 authorizing a maintenance agreement with the City of Hayden, Lakes Highway District, and the City of Coeur d'Alene for the maintenance of the traffic signal at the intersection of Ramsey Road and Prairie Avenue.

Item 6 Participation in an Intersection Study with the City of Dalton Gardens for the Intersection at Dalton & 4th

Consent Calendar

Gordon Dobler, Engineering Services Director, presented a request by the City of Dalton for support for a traffic study at the intersection of 4th & Dalton. He explained that this is a good neighbor partnership issue in that the City of Dalton is looking at three intersections, one of which is owned in partnership with the city. The City of Dalton is applying for a grant for \$25,000 to study those three intersections for possible roundabouts or signalization to see what fits best. The City of Coeur d'Alene is interested in a roundabout at the intersection of Dalton & 4th. The City of Dalton has asked the City of Coeur d'Alene for a letter of support and any match for the grant that the City of Coeur d'Alene could offer. Mr. Dobler suggested offering a \$1,000 match, which could come out of impact fees. The match would not be paid until the spring and then only if the City of Dalton receives the grant.

Councilman McEvers asked if the city would need to spend the money for a study if the intersections were theirs. Mr. Dobler said that the city has some in house capabilities but he thinks that this study is going to be a bit more in depth.

MOTION by Kennedy, seconded by McEvers, to recommend Council approval of a donation match of \$1,000 from the City of Coeur d'Alene and a letter of support for a traffic study at the intersection of 4th & Dalton.

VOTE: Motion carried.

The meeting adjourned at 4:25 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison

PUBLIC WORKS COMMITTEE STAFF REPORT

DATE: November 24, 2008
FROM: Tim Martin, Street Superintendent
SUBJECT: 2008-2009 SNOW PLAN

DECISION POINT:

Staff requests Council approval of the 2008-2009 Snow Plan.

HISTORY/BACKGROUND:

Each year, the City has published a snow plan that outlines the policies, priorities and operational procedures for the Street Maintenance Department to follow in responding to snow emergencies. As in previous years, the **proposed** (draft) 2008-2009 Snow Plan summary has been made available at the Council Mail Room and at the Street Maintenance Department offices.

FINANCIAL ANALYSIS:

The proposed Snow Plan update is an annual “housekeeping” action that requires between 5 to 10 hours of staff time. Citizens and staff mutually benefit from a clear understanding of city snow removal policies and responsibilities. The Council’s snow removal policies are recorded in the Snow Plan and distributed in various forms such as pamphlets, newspaper articles and made available on the city website. The Snow Plan is the city’s primary means of educating the public on city snow removal policies.

PERFORMANCE ANALYSIS:

The majority of the policies and procedures outlined in the previous years’ Snow Plan are still considered relevant and are proposed to be continued out as routine operations this year. A summary of significant bulleted items include:

- Expanded the use of snow gates to all neighborhoods of the city with some exceptions:
1) snow gates will not be used on arterials/collectors due to the large volume of snow pushed to the curb on wider streets, and 2) areas that are plowed under cooperative agreement by the East Side Highway District (Fernan Hill and Armstrong).
- Policy on the plowing of snow in cul-de-sacs directing operators to plow snow to the center of the cul-de-sac unless a vacant lot or snow storage area is provided.
- A statement that snow gates will not be used on arterials due to the large volume of snow pushed to the curb on wider streets.
- A statement empowering the Street Superintendent to suspend snow gate service in the event that extreme conditions warrant.

Changes **proposed** for the 2008-2009 snow plan are summarized below:

- Added new and/or extended streets, new subdivisions and cul-de-sacs.
- Plowing completion target of 38 hours to remain the same.

DECISION POINT/RECOMMENDATION:

Staff requests Council approval of the 2008-2009 Snow Plan.

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: November 24, 2008
FROM: David E. Shults, Capital Program Manager *DES*
SUBJECT: Engineering Agreement for WWTP Phase 5

DECISION POINTS:

Council approval is requested for the proposed agreement for engineering services with HDR Engineering to provide design of Phase 5 improvements to the City's advanced water reclamation facilities, for a cost not to exceed \$2,989,722.

HISTORY:

An updated 20-year wastewater facility plan is nearly completed after months of work by the City's wastewater engineering consultant, HDR Engineering, and the City's wastewater department staff. The plan addresses the current condition of the City's wastewater treatment plant, and provides recommendations for improvements that are necessary to allow the reliable treatment and disposal of the City's wastewater now and in the future. The plan recommends continued operation and upgrade in its present location, and provides solutions in response to the latest interests by the Environmental Protection Agency and the Idaho Department of Environmental Quality for more rigorous nutrient removal from the City's wastewater before it enters the Spokane River. The latest draft of the EPA-issued discharge permit that establishes acceptable quality and volume of discharge to the river indicates a need for additional process facilities that will control ammonia and phosphorus elements of the treated discharge, and may also lead to diversion of some portion of the treated wastewater for beneficial reuse such as irrigation.

As the regulators take the time to firm-up discharge permit requirements, and as the 20-year facility plan is completed, the City Council has authorized staff and HDR Engineering consultants to continue making improvements to the existing facilities to control ammonia to a level that is currently permitted. In addition, the City Council has authorized a pilot study to determine the best available technology that may allow the City's facilities to eliminate the phosphorus element of the treated wastewater discharge to the extremely low level that the regulators are promoting. At this time, there are additional aspects of the proposed facility plan that should be prioritized soon to allow reliable operation of the plant according to the current discharge permit requirements.

The facility plan recommendations include capital improvements that would be constructed in three separate construction project phases, with the most critically necessary upgrades first. Phase 5A recommendations include additional improvements that are expected to increase capability for removing ammonia to a level required by the current discharge permit. Staff believes that the planned improvements are necessary as early as spring of 2009, and are estimated to cost \$3 million. Phase 5B recommendations include construction of an additional digester and digester control building, a new operator control center, a new administration/lab building, and a new maintenance shop. The additional digester complex is needed as soon as possible, and the other new buildings are needed soon to accommodate the increased complexity of operations and maintenance of the advanced water reclamation facilities. The earliest and quickest design of these facilities could allow construction as early as spring of 2010, with an estimated project cost of \$16 million. Phase 5C

recommendations include the extensive facilities that will be required to reduce the ammonia and phosphorus loads to extremely low levels, and which are being evaluated and planned during the current pilot studies. Construction of Phase 5C facilities will likely begin sometime after spring 2012, with an estimated project cost of \$40 million.

Wastewater staff has requested that HDR Engineering submit a proposed scope of work that would begin design of the necessary improvements as soon as possible. The Phase 5A improvements for ammonia control are needed next spring and can only be available if design begins soon. Similarly, the Phase 5B design of the additional digester complex should begin as soon as possible for construction of the tankage that is needed for the expected quantities of biosolids, and for the additional buildings that are needed for additional operations, lab work, and maintenance that begin with the current pilot study program. The scope of work also provides a predesign phase for the future design of Phase 5C that provides a critical plan for sizing, location of structures on the congested site, and pathways for process piping and electrical/instrumentation runs.

Wastewater staff believes that the attached scope of work and the justification submitted for the proposed cost ceiling is fair and reasonable, and reflects the work needed by the City. Selection and procurement of HDR's services is based on several years of related work at the City's facilities that all lead to the final design of the multi-year capital program.

FINANCIAL ANALYSIS:

Cost Estimate for WWTP Phase 5

Phase 5A Total	\$3,000,000
Phase 5B Total	16,000,000
<u>Phase 5C Total</u>	<u>40,000,000</u>
Total Estimate	\$59,000,000
Planning Range	(\$78 M high – \$45 M low)

Proposed Design of Phase 5A, 5B, predesign of 5C 2,989,722 (included in total)

Funding The current city financial plan for FY 2008-09 anticipates \$2.5 million expenditure for the multi-year Phase 5 design and \$2.0 million for construction of Phase 5A. Sufficient reserves exist in the Wastewater Fund to fund these multi-year costs. Funding will be established for Phase 5B and 5C construction upon completion of a wastewater utility rate study anticipated to begin in 2009.

DISCUSSION:

Several years of water quality studies of the Spokane River, and several years of negotiations between water quality regulators and wastewater dischargers along the river, have led to proposed EPA discharge permits that require much more rigorous control of nutrient discharges throughout the region. City of Coeur d'Alene wastewater facility planning provides early indication that treatment plant upgrades will be necessary in the next seven years and that they could cost as much as \$78 million. The proposed agreement for wastewater engineering services from HDR would allow the City's advanced water reclamation facility to move ahead toward gaining the process structures and buildings that are needed right away for resolution of current issues and needs. The scope of work does not include construction engineering services for Phase 5A or Phase 5B, and does not include final design of Phase 5C advanced nutrient removal facilities. These services will be necessary and will be addressed in a separate

amendment when construction scheduling and funding is established, and when EPA permitting is complete in the case of Phase 5C.

DECISION POINT/RECOMMENDATION:

Council approval is requested for the proposed agreement for engineering services with HDR Engineering to provide design of Phase 5 improvements to the City's advanced water reclamation facilities, for a cost not to exceed \$2,989,722.

des1263

RESOLUTION NO. 08-063

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AGREEMENT FOR ADVANCED WATER RECLAMATION FACILITY PHASE 5 EXPANSION, WITH HDR ENGINEERING, INC., ITS PRINCIPAL PLACE OF BUSINESS AT 418 SOUTH 9TH STREET, SUITE 301, BOISE, IDAHO 83702.

WHEREAS, the Public Works Committee of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into an Agreement with HDR Engineering, Inc., for Advanced Water Reclamation Facility Phase 5 Expansion pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into an Agreement for Advanced Water Reclamation Facility Phase 5 Expansion, in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 2nd day of December, 2008.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

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

ADVANCED WATER RECLAMATION FACILITY PHASE 5 EXPANSION

THIS AGREEMENT, made and entered into this 2nd day of December, 2008, between the CITY OF COEUR D'ALENE, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "City," and HDR Engineering, Inc., a Nebraska corporation, with its principal place of business at 412 E. Parkcenter Blvd., Suite 100, Boise, Idaho 83706, hereinafter referred to as the "Consultant."

W I T N E S S E T H:

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

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

WHEREAS, the City has completed the design, construction, and start-up of the Phase 4B improvements;

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

WHEREAS, the City desires to design and construct ammonia improvements and solids handling improvements to provide additional treatment capacity to meet permit limits in the summer of 2009 and additional solids handling capacity for increasing sludge volume;

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

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

Section 1. Definitions. In this agreement:

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

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

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

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

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

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

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

Section 4. Personnel.

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

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

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

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

Section 6. Compensation.

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

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

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

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

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

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

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

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

Section 11. Equal Employment Opportunity.

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

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

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

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

Section 13. Assignability.

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

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

Section 14. Interest of Consultant. The Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner

or degree with the performance of services required to be performed under this agreement. The Consultant further covenants that in the performance of this agreement, no person having any such interest shall be employed.

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

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

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

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

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

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

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

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

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

Section 23. City Held Harmless.

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

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

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

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

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

B. In performance of professional services, the Consultant will use that degree

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

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

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

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

CITY OF COEUR D'ALENE

HDR ENGINEERING, INC.

Sandi Bloem, Mayor

Larry Hoffman, Vice President

ATTEST:

ATTEST:

Susan K. Weathers, City Clerk

Name / Title

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 2nd day of December, 2008, before me, a Notary Public, personally appeared **Sandi Bloem** and **Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

Notary Public for Idaho
Residing at _____
My Commission expires: _____

STATE OF _____)
) ss.
County of _____)

On this _____ day of December, 2008, before me, a Notary Public, personally appeared **Larry Hoffman**, known to me to be the Vice President, of **HDR Engineering, Inc.**, and the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Notary Public for _____
Residing at _____
My Commission Expires:

EXHIBIT A

CITY OF COEUR D'ALENE

ADVANCED WATER RECLAMATION FACILITY (AWRF) PHASE 5 EXPANSION

SCOPE OF SERVICES

Tasks	
Task 100 –	Project Management and Administration
Task 200 –	AWRF Liquid Stream and Solids Handling Preliminary Design
Task 300 –	Ammonia Reduction Improvements
Task 400 –	Administration/Laboratory, Operator Control Center and Maintenance/Collections Buildings Preliminary Design
Task 500 –	SCADA/Controls System Architecture Programming
Task 600 –	AWRF Solids Handling Final Design
Task 700 –	Administration/Laboratory, Operator Control Center and Maintenance/Collections Buildings Final Design
Task 800 –	Complete Non-Potable Water to 3W
Task 900 –	Phase 5A Construction Contract Bid Services
Task 1000 –	Phase 5B Construction Contract Bid Services
Task 1100 –	Additional Services (Upon Authorization by the City with Separate Scope and Budget)

Project Goals and Understanding

Historically, the City of Coeur d'Alene has been required to treat wastewater to a high level to meet requirements for the Spokane River, including ammonia-nitrogen and phosphorus control. The existing plant is capable of conventional phosphorus removal through chemical (alum) precipitation and accomplishes approximately 85 percent removal in summer months to achieve an effluent concentration of about 1 mg/l. The plant is also capable of a certain degree of ammonia-nitrogen control in existing biological treatment facilities that has allowed the City to meet historical permit limits. As flows and loads to the plant increase and new discharge permit limits come into effect, substantial plant improvements will be required. Phase 5 Expansion is based upon achieving more stringent control of ammonia nitrogen and phosphorus, and handling the increased solids that are generated as plant flows increase to 6 mgd.

The City of Coeur d'Alene faces changing effluent discharge conditions in the Spokane River and new regulatory requirements driven by water quality impairment in the Spokane River and

downstream Lake Spokane (Long Lake reservoir). New water quality studies of the Spokane River in Washington State are driving some of the most restrictive effluent phosphorus discharge limits in the nation. These changing effluent discharge conditions significantly impact previous plans for treatment and discharge to the Spokane River. For the City of Coeur d'Alene, these conditions call for an upgrade of wastewater treatment facilities to meet the anticipated discharge permit limits as listed in the draft NPDES permit.

The permit compliance period negotiated with the Department of Environmental Quality and the Environmental Protection Agency includes a two year Low Phosphorus Demonstration Pilot Study to evaluate the performance of candidate phosphorus removal technologies under seasonal and diurnal variations in flows and loads. The City's wastewater treatment operators will use the temporary treatment facilities built for this study to understand how each candidate process works and provide input to the design team. Further, these facilities will also be used to temporarily house a rotary screen thickening pilot unit and associated odor control facilities. The City initiated the Low Phosphorus Demonstration Pilot Study in the summer of 2008. Since the liquids process design will depend on the outcome of the Pilot Study, the liquids process improvements have been separated into a later construction project, identified as Phase 5C. The Near-Term Ammonia Reduction Improvements must be available for the summer of 2009 and are identified as Phase 5A. The Administration/Laboratory, Operator Control Center and Maintenance/Collections Buildings, and the Solids Handling Improvements must be completed much sooner than the liquids process improvements and are included in an earlier construction project, identified as Phase 5B.

Specific elements in the Phase 5A design include the following:

- Installation of additional IFAS modules in the sludge re-aeration basin and trickling filter supply piping modifications.
- Pilot testing of a rotary screen thickener (RST) for waste activated sludge (WAS) thickening and installation of an interim WAS thickening process for use during ammonia removal season in 2009 and until Phase 5B improvements are completed.
- Addition of a temporary building to house the interim WAS thickening process, Low Phosphorus Demonstration pilot units, and associated odor control equipment.
- WAS piping modifications to include rerouting WAS to the new thickener and making provisions for WAS from Phase 5B and future improvements.
- Additional ammonia removal improvements that may include: retrofit to longer weirs in the secondary clarifier splitter box, retrofit of the existing sludge return pumping from 2 duty + 1 standby to 4 duty + 1 standby, retrofit of the centrate return pumping for a slower rate of return, and addition of pumped mixed liquor from the solids contact basin to the sludge re-aeration basin.
- Power supplies and support utilities for the new building and equipment.

Specific elements in the Phase 5B design include the following:

- A new Administration/Laboratory building to include a reception/waiting area, handicap restroom, men's and women's restrooms, mechanical room, storage closet, janitor closet, electrical room, control/SCADA room, meeting/training room, library/archive/storage

room, seven offices, corridors, wet chemistry lab area, sample receiving/pretreatment area, data entry and technician office area.

- Two (2) new Collections/Maintenance and Operator Control Center buildings to include heated bays, collection shop, men's locker room and restroom, women's locker room and restroom, break/lunch room, operations lab and analyzer chemical storage, SCADA room for collections system, mechanical/steam cleaner room, and electrical room. The existing Administration Building will be considered for incorporation into the final Operations Control Center as appropriate.
- WAS thickener and enclosure currently identified as a dissolved air flotation thickener (DAFT), but alternative thickening equipment may be considered based on the results of the pilot RST in Phase 5A.
- Digester Control Building including provisions for Phase 5 and future sludge pumping, sludge heating, sludge recirculation, hot water recirculation, space for future cogeneration, chemical storage and feeding equipment, MCC room with space for Phase 5 and future loads, control room.
- Gas Building including provisions for Phase 5 and future gas safety equipment, regulators, meters, sediment tanks and drips traps, space for gas scrubbing equipment for future cogeneration.
- Anaerobic Digester 5.
- Demolition of Anaerobic Digester 1 and modifications to Anaerobic Digester 2 and Sludge Storage Tank piping.
- Yard piping and electrical ducting rerouting to accommodate Phase 5 and future solids handling structures.
- Power supplies for the new buildings and equipment.
- Instrumentation and controls for the new buildings and equipment.

Pre-design for the solids and liquids process improvements will be completed under this scope of work, but detailed design for the liquids process improvements will be completed under a subsequent scope of work. Specific elements in the subsequent Phase 5C Liquid Stream design include the following:

- Modifications or additions to the primary clarifier splitter box to accommodate Phase 5 and future liquids process piping.
- Primary Clarifier 3.
- Primary Clarifier Effluent Flow Control Structure and modifications to the existing flow control facilities.
- Secondary biological treatment process expansion and advanced filtration for phosphorus removal, including the following:
 - Aeration Basin 1 including anaerobic, anoxic, and aeration zones for ammonia nitrification and biological phosphorus removal.
 - Blower building including provisions for Phase 5 and future aeration blowers.
 - Chemical feed systems for phosphorus removal with modifications or additions to the chemical storage building to support the chemical storage requirements of

membrane filtration or continuous upflow media filtration, or alternatively a new chemical storage building.

- Return Activated Sludge (RAS) and WAS pumping station.
 - Secondary Clarifier 3 or membrane tankage for membrane bioreactor (MBR) process (if MBR technology is selected).
 - Tertiary filtration (membrane or media filter) for the TF/SC process train.
 - If necessary, an Effluent Pumping Station expansion (if additional pumping is required).
- Yard piping and electrical ducting to accommodate Phase 5 and future liquids process structures.
 - Power supplies and support utilities for the new buildings and equipment.
 - Instrumentation and controls for the new buildings and equipment.

Expansion activities at the AWRP will require additional administrative, laboratory, operations, and maintenance space for current and future staff. This project will include a building space programming effort associated with design to determine the size and characteristics of the new Administrative/Laboratory, Operator Control Center and Maintenance/ Collections buildings to meet these needs. This scope of services includes an estimated effort to design these facilities based on an approximate total building footprint of 19,400 square feet. The actual design effort will be refined following completion of the facility programming and preliminary design effort, and the scope for the final design may be modified in a contract amendment.

The City's current AWRP supervisory control and data acquisition (SCADA) system has been developed primarily as a tool for process monitoring and data collection; therefore, limited equipment controls are incorporated into the existing facilities SCADA system. As part of the Phase 5 upgrade, more sophisticated controls and control strategies for process operation are recommended for implementation for the new facilities. The preliminary design and final design will advance the instrumentation, controls, and SCADA system architecture through control loop development, detailed process and instrumentation diagrams (PID), detailed system block diagram(s) and primary element and SCADA system hardware procurement. The final design and implementation work will include the development of revised process instrumentation and control diagrams, control descriptions, loop diagrams for facilities controls and monitoring modifications, hardware plans and specifications, and opinions of probable construction cost for completion of the software and hardware modifications.

HDR, and sub-consultant Trindera, Inc., will implement the SCADA system software development identified during the initial design phases of the Phase 5 project including modifications to the existing SCADA controls. These modifications will be implemented in a manner consistent with the long-range planning for the plant SCADA system, and will be completed on both the new and existing facilities that will remain in service following completion of the Phase 5 expansion. Specific control strategies and SCADA system programming architecture will be developed and incorporated into the Preliminary Design Report.

Project Assumptions

The following assumptions are included as part of this scope of services plan:

- The workplan is based on the assumption that three construction contracts will be undertaken. The first (Phase 5A) will include the early-out ammonia removal improvements. The second (Phase 5B) will include the Administration/Laboratory, Operator Control Center and Maintenance/Collections Buildings and the AWRF Solids Handling Improvements. The third contract (Phase 5C) will include the Liquids Process Improvements. Preliminary design will be completed for building additions and for both liquid and solids stream improvements. Detailed design of Phase 5B buildings and solids stream improvements are included in this contract. Phase 5C liquid stream improvements will be based on a future detailed design contract.
- Construction services are not included in this scope and will be added through a contract amendment after completion of final design and project bidding.
- The design will be based on the draft NPDES discharge permit limits, recommendations in the facilities plan, and the results of the ongoing Low Phosphorus and RST Thickening Demonstration projects. Unknowns related to the continuing development of the Spokane River total maximum daily load (TMDL), ongoing NPDES discharge permit negotiations with EPA Region 10 and the Idaho Department of Environmental Quality, and property acquisition may result in changes in the facilities plan recommendations that will be incorporated during the preliminary design phase, the final design for Phase 5B, the future Phase 5C design phase, or contract amendment.
- The preliminary design will verify the capacity of the Effluent Pumping Station and its capability to pump peak flow at build-out.
- The design is based upon the ability of the City to secure funding to include the Administration/Laboratory, Operator Control Center and Maintenance/Collections Buildings and the AWRF Solids Handling Improvements in the 5B construction contract.
- The scope of work is based on the plant site layouts developed in the Facility Plan Amendment with expansion of the plant to the northeast of the existing facility with a buffer area provided along the southern boundary of the plant site.
- The existing flood control levee remains in its current configuration and continues to be acceptable to regulatory agencies in its current configuration.

Task 100 - Project Management and Administration

Objective

HDR will manage and control its professional services contract to provide efficient completion of the project. Under this task, we will prepare and implement a project management plan; provide scope, schedule, and cost control services; negotiate and administer the contract; and initiate and attend project working meetings. The project management plan will be completed jointly for all project phases and components identified in the scope of services for project delivery.

HDR Subtasks:

Subtask 101 – Project Management and Plan

A project management plan will be developed that includes 1) project objectives and priorities; 2) role of the City and HDR throughout the project; 3) contract work plan, including scope, schedule, budget, resource assignments, and coordination requirements; 4) quality assurance and quality control plan; 5) management tools and techniques; 6) reporting requirements; and 7) administrative procedures, such as invoicing, communication protocol, and formats. The plan will be distributed to consulting team members and City personnel.

Subtask 102 – Project Coordination Meetings and Reports

The HDR project management team will conduct meetings with City staff to review project progress, schedule and budget; identify information needs, and make decisions regarding changes in the scope of the preliminary design and design. These meetings are planned to be coordinated with the work meetings identified in specific tasks, and will also be conducted in conjunction with the meetings required for detailed preliminary and final design. It is assumed for this project, that where practical, the meetings will be conducted in Coeur d'Alene. This scope of services also assumes that some meetings will be conducted at the treatment plant site, when on-site review of existing facilities is necessary for implementation of the preliminary and final designs.

An initial project kick-off working meeting will be held immediately after the Notice to Proceed is issued to identify engineering data needs. Members of the project team will be introduced. Data will be exchanged and work tasks outlined in detail. During this initial work session, all project communications and project team responsibilities will be clearly defined. Initial project alternatives will be identified and all key alternatives for each project element and/or unit process will be selected for further evaluation and analysis by HDR.

We anticipate conducting six preliminary design working meetings involving the City/HDR project team. These working meetings will be conducted during the preliminary design phase of each of the three major areas of work. Each working meeting will be comprised of project-specific time segments to allow for easy transition and participation of the applicable project stakeholders. Four of the working meetings will address the progress on the design as a whole, but will focus on the following areas: 1) Treatment Process Selection, 2) Instrumentation and Controls, 3) Site Layout and Piping, 4) Design Summary. The other two working meetings will focus on the building requirements and architectural design.

The HDR project management team will submit project invoices monthly. A brief progress memorandum, in bullet item format, will be prepared with each monthly invoice. The progress memo will summarize the work progress being invoiced, the budget expenditures to date, and identify any information requirements or decisions that need to be made by the City. These reports will help maintain frequent communications with the City and design team, and will be presented in a simple informative format, which can be used for distribution to the City Council and citizens.

A project decision log will be maintained throughout the project to monitor project decisions and maintain a record of key actions to be addressed by the City and design team. The decision log

will be developed in a simple spreadsheet format by major work area, and will be distributed frequently to project staff to ensure key decisions are effectively implemented.

Subtask 103 – Project Team Coordination Work Sessions

The HDR project team will meet (usually weekly) with our staff to review project progress, schedule and budget; and coordinate technical aspects of the design. These meetings will be conducted in conjunction with the working meetings required for detailed preliminary and final design, and will be conducted using network meeting tools and conference calls to the greatest extent possible to reduce personnel travel. Travel for six project team work sessions, independent of the preliminary design working meetings with the City, have been budgeted for the project team to interact in-person on project coordination and delivery. Meetings are expected to be held in HDR’s Coeur d’Alene, Spokane, Boise, Missoula, or Bellevue offices (whichever provides the most economical meeting location).

City Involvement:

- Timely review of submittals and coordination of all City review comments.
- Participation in work sessions.
- Prompt processing and payment of invoices.

Deliverables

- Management plan (3 copies and one digital .pdf file).
- Progress memorandums and invoices (3 copies and digital .pdf file).
- Work Meeting agendas and notes in bullet item format (3 copies and digital .pdf copy of each agenda and meeting notes).

Task 200 - AWRP Liquid Stream and Solids Handling Preliminary Design

Objective

HDR will complete a preliminary design evaluation and expand upon the Wastewater Facilities Plan Amendment. HDR will conduct review working sessions on facility alternatives with City staff and select a preferred alternative for each project element or unit process. Preliminary opinions of construction cost will be completed and a summary memorandum on the preferred approach will be prepared for inclusion in the Preliminary Design Report. Work under this preliminary design task will be conducted in conjunction with the Low Phosphorous Demonstration project.

HDR Subtasks:

Subtask 201 – Preliminary Design Report Preparation

The preliminary engineering design effort will include engineering calculations, preliminary hydraulic analyses, preliminary process control, material alternatives assessment and preliminary opinions of construction cost. Each project element or unit process will be summarized in a

separate chapter of the Preliminary Design Report. The chapters will include the decisions made by the team and recommended alternatives. Where appropriate, HDR will review alternatives for each component so that equipment costs, operational procedures, and maintenance are considered. Project elements to be addressed by separate chapters will form the Table of Contents of the Preliminary Design Report.

- Chapter 1: Design Objectives and Criteria
- Chapter 2: Applicable Codes and Regulations
- Chapter 3: Hydraulic Profile
- Chapter 4: Liquid/Solids Balance
- Chapter 5: Process Selection Review
- Chapter 6: Primary Clarifier
- Chapter 7: Aeration Basin
- Chapter 8: Blower Building
- Chapter 9: Chemical Storage and Feed
- Chapter 10: RAS/WAS Pumping
- Chapter 11: Secondary Clarification (or MBR Membrane Tank)
- Chapter 12: Tertiary Filtration and Tertiary Pumping
- Chapter 13: Yard Piping and Ductbanks
- Chapter 14: Anaerobic Digester, Gas Building, and Digester Control Building
- Chapter 15: Thickening Alternatives Evaluation (includes RST Pilot evaluation and Future Odor Control planning)
- Chapter 16: Architectural/Structural Approach and Design and Space Programming
- Chapter 17: Odor Control (includes coordination with Low P/RST Pilot Building Space Programming)
- Chapter 18: Electrical Supply
- Chapter 19: Instrumentation and Controls
- Chapter 20: Provisions for Future Phases
- Chapter 21: Summary Phase 5B and 5C Opinion of Probable Cost
- Chapter 22: Drawing and Specification List
- Appendices: Equipment Data Sheets, Detailed Cost Estimates, Administrative/Laboratory, Operator Control Center and Maintenance/Collections Buildings Program Summary, Drawings

Subtask 202 – Site Surveys

HDR will provide site surveying services for the AWRP property that is outside of the current plant site. Mapping will be based on field control and aerial photography. Final product will be a topographic map with a contour interval of one foot and a scale of 1" = 50' and digital ortho photos with 0.25' ground based pixel size. In addition to the aerial mapping, 60 hours of survey crew time is budgeted for detailed mapping of building floor elevations and critical hydraulic elevations. Control points for use during construction will be established as part of this work. Existing survey information will be used to the greatest extent possible. Property boundary

surveys are not included in the scope of work. Project design on the existing site will be based upon the detailed site survey work performed previously.

During the course of design, additional survey work may be required including subsurface utility exploration. If these services are required they will be performed as additional services. It is assumed that, if on-site potholing is required for utility locates, that an outside excavator will be used at an additional cost (not included in this budget).

Subtask 203 – Geotechnical Services

HDR and their geotechnical subconsultant, will conduct a geotechnical investigation for the new structure foundations to be constructed for the Phase 5 improvements. The geotechnical investigation will provide key subsurface/geotechnical information necessary for completion of the Phase 5 preliminary design. The geotechnical investigation will involve a review of all available geotechnical investigations from previous projects at the treatment plant and completion of an on-site investigation. The geotechnical services will include:

- Drilling exploratory borehole(s) at defined foundation locations using a truck-mounted drill rig. The actual depths of the boreholes may vary depending on field conditions and depth of planned infrastructure. It is estimated that 12 exploratory test holes will be required to a maximum of 30 feet, or to equipment refusal in the dense gravels that are expected.
- Laboratory testing will include optimum moisture content on selected samples to help classify the foundation soils and determine their overall engineering properties.
- Summarize findings in a geotechnical report. The report will include a description of the work performed, a discussion of site conditions and recommendations for shoring (if required), corrosion protection of metallic and concrete surfaces, and structural design. The report will also include the logs for the exploratory boreholes and a summary of laboratory test results.

Subtask 204– Preliminary Design Report Submittal

The chapters developed in Subtask 201 will be combined with an executive summary into a Preliminary Design Report. Based upon the information contained in the Preliminary Design Report, HDR will advise the City of any substantial changes in project scope that are anticipated to affect Construction Costs. Additional information on project costs will be presented at this time and the Opinion of Probable Construction Costs will be updated to address any identified changes in project scope.

Subtask 205 – Quality Assurance

HDR will use the services of senior design personnel to conduct a detailed review of the AWRP preliminary design report. This review will focus on opportunities for cost savings, added value, improved operation and constructability and will serve as a verification of the recommendations made by the project team. Documentation that quality assurance/quality control reviews were conducted will be prepared. No value engineering review is included.

City Involvement:

- Deliver available previous geotechnical investigation reports.
- Deliver available previous site surveys.
- Deliver as-built drawings.
- Deliver requested existing equipment data.
- Assist with establishing design criteria.
- Timely review of submittals and coordination of all City review comments.
- Participation in work sessions.

Deliverables:

- Geotechnical reports (2 copies).
- Site survey (6 copies of site survey and digital site plans in AutoCAD format).
- Preliminary Design Report (6 Draft and 6 Final copies of each including digital files in .pdf format).

Task 300 - Ammonia Reduction Improvements

Objective:

Build upon the ammonia reduction efforts in the fall of 2007 through the summer of 2008 with further enhancements to the solids contact/sludge re-aeration system, WAS thickening, and centrate return.

Subtask 301 – Design of Miscellaneous Modifications

The nitrification capacity of the Coeur d’Alene wastewater treatment plant depends on several integrated systems. HDR will design a mixed liquor return pumping system to send mixed liquor from the solids contact tank to the sludge re-aeration tank. HDR will design a modification to the centrate return pumping to provide operators with more control and a slower centrate return rate. HDR will assist the City in setting-up and conducting a pilot test on RST thickening for WAS and, based on the results of the testing, will design interim WAS thickening facilities for operation during the ammonia removal season starting in 2009.

HDR will also design an extension to the trickling filter effluent piping in the solids contact tank to the sludge re-aeration tank. This will increase the residence time in the solids contact tank and provide more nitrification of the trickling filter effluent in the solids contact tank. These improvements will be reflected in the installation contract in Subtask 403.

Subtask 302 – Prepare Equipment Procurement Contracts

HDR will prepare equipment procurement contract documents for the bid and selection of fixed IFAS media for installation in the solids contact/sludge re-aeration system and for interim WAS thickening pilot equipment (rotary screen thickener). Installation is to be provided by a contractor selected by the City. Existing front-end procurement contract documents and general conditions will be edited to apply to this limited scope construction project. Equipment for the

WAS thickening pilot will be installed in a temporary building to be constructed by the City under a separate early-out project.

Subtask 303 – Plans and Specifications

HDR will prepare an installation contract document package that will serve as the basis for contractor bidding. Existing front-end installation contract documents and general conditions will be edited to apply to this limited scope construction project. Technical specifications will be prepared to define the scope of construction work and the sequence of construction. Existing plant drawings will serve as base plans for mark-ups illustrating the installation of the ammonia removal improvements. Engineering detailing on the drawing markups will be limited, and in some cases, the remodeling work may require field direction to coordinate the installation with the IFAS media module package.

All drawings will be prepared per industry standards. The design will incorporate HDR's and the City's engineering and equipment standards to maintain consistency and compatibility with the City's facilities. The project specifications will be prepared using the sixteen-division format of the Construction Specifications Institute and using HDR's standard master specifications, and will be similar to the specifications prepared for the *Integrated Fixed-Film Activated Sludge Media Installation*.

Up to 22 drawings will be prepared for the 5A improvements. A preliminary drawing list includes:

General

Title, Location Map, Vicinity Map
Drawing List
General Abbreviations
General Legends and Symbols
Site Plan, Staging Areas, Survey Control

Civil

Yard Piping Plan-Sections
Yard Piping Details-Sheet 1
Paving and Grading Details

Process and Instrumentation

Rotary Screen Thickener

Mechanical

General Mechanical Notes
Standard Mechanical Details--Sheet 1
Ammonia Removal--Phase 2 IFAS Plan
Ammonia Removal--Phase 2 IFAS Sections
Ammonia Removal--Phase 2 IFAS Details
Ammonia Removal--Rotary Screen Thickener Interim Installation

Electrical

Electrical Legends
Standard Electrical Details--Sheet 1
Area Classification Plan--Ammonia Removal
Duct Bank Schedule
Conduit and Wire Schedule--Sheet 1
Ammonia Removal--Phase 2 IFAS Power Plan
Ammonia Removal--Rotary Screen Thickener Interim Installation Power

Subtask 304 – Design QA/QC Reviews

A formal design QA/QC review will be conducted by the identified Quality Assurance Team/Technical Advisors. HDR will submit the design and seek input and comments from City staff. A checklist, in the form of a quality assurance log, will be prepared which summarizes all comments and provides a running archive of the design team's response to the comments.

Subtask 305 – Treatment Process Performance Evaluation

The Integrated Fixed Film Activated Sludge (IFAS) process is relatively new and ammonia removal performance estimates are based largely on vendor experience. Ammonia removal performance during the summer 2009 ammonia removal season will be compared with plant performance from 2007 and 2008. An assessment will be made of the nitrification enhancement due to the IFAS addition and this will be compared with the vendor's projections of performance.

Subtask 306 – Opinion of Probable Construction Cost

HDR will prepare an opinion of probable construction cost of the anticipated construction cost prior to the bid opening.

Subtask 307– Summary Project Presentation

HDR will prepare and provide a summary project presentation to the City Council and City Staff near the conclusion of this task, at a time as coordinated by City staff.

City Involvement:

- Complete the ammonia removal purchase arrangements with the vendors to purchase the ammonia removal equipment (IFAS and RST).
- Provide secure storage for ammonia removal equipment delivered to the site by the vendors.
- Provide City Wastewater Department and Legal Department review of the contract document package prior to bidding.
- Assist the engineering staff with the administration of the bidding and award process to contract with a general contractor to install the ammonia removal equipment.
- Assist in coordination of the interface between the pre-purchased ammonia removal equipment and the general contractor.
- Provide operations staff assistance with access to process tankage, mechanical systems, and electrical systems.
- Coordinate the procurement and installation of the building to house the Low Phosphorous Demonstration and RST Thickening facilities as part of the City's separate Low Phosphorous Demonstration project.

- City staff shall assess and obtain any City Building Permits or other permits and inspections required for the installation of ammonia removal equipment and construction of the Low Phosphorous Demonstration/RST Thickening Building.
- Provide ammonia monitoring data from City laboratory work on an on-going basis, throughout the summer 2009 ammonia removal season.
- Assist with such additional sampling and laboratory analysis as may be defined during the course of the summer 2009 season to optimize ammonia removal performance.

Deliverables:

- Draft and Final IFAS Media Equipment Procurement Contract Documents (sole source procurement).
- Draft and Final RST Equipment Procurement Contract Documents.
- Draft and Final Ammonia Removal Equipment Installation Contract Documents (camera-ready copies, half-size).
- Conduct up to three site visits during the installation and construction phase to review and inspect.
- Assist City operations staff with start-up of systems.
- Conduct 2 site visits during the summer of 2009 to observe ammonia reduction performance, make field assessments, and potential recommendations for modifications or operational practices.
- A brief report summarizing the assessment of summer 2009 ammonia reduction performance, including performance data analysis.

Task 400 - Administration/Laboratory, Operator Control Center and Maintenance/Collections Buildings Preliminary Design

Objective:

Expansion activities at the AWRF will require additional administrative, laboratory, operations, and maintenance space for present and future staff. This project will include a programming effort associated with design to determine the size and characteristics of the new Administrative/Laboratory, Operator Control center and Maintenance/Collections buildings to meet these needs. This scope of services includes an estimated effort to design these facilities based on an approximate total building footprint of 19,400 square feet. The actual design effort will be refined following completion of the facility programming and preliminary design effort, and the scope for the final design may be changed in a contract amendment.

Based upon the results of the space programming effort, the preliminary design will be completed in conformance with DEQ requirements for laboratory facilities. In addition, project design will be completed in conformance with the City's code requirements.

Subtask 401 – Administration/Laboratory, Operators/Maintenance/Collections Buildings Space Programming

The HDR project design team and architect will evaluate the options for the addition of a new AWRP Administration/Laboratory Building and a new Operator Control Center and Maintenance/Collections Buildings to accommodate the administrative offices, support facilities and laboratory needs of the new nutrient removal facility. To initiate the programming effort, the HDR project team will conduct a preliminary survey of space needs for the wastewater treatment department through interviews with key staff members and from current facilities planning. Key questions to be answered will be staff response to space needs, clear understanding of all required staff functions, and understanding of specific equipment needs by staff for completion of identified department functions.

Following the staff interviews, a preliminary programming and space planning summary will be developed using similar planning efforts completed at other similar facilities. The preliminary programming summary will include a brief summary of the programming data collected, a summary of recommended space needs, listing of required equipment and support facilities necessary for identified functions, and up to three preliminary layout options will be provided. The programming effort will consider combining the administrative offices and laboratory into one administrative building on the AWRP plant grounds, provide a separate building (with the possibility of incorporating a portion of the existing Administration and Shop Structure) for an Operator Control Center for the operations requirements into a second building on the AWRP plant grounds. Finally, maintenance and collections requirements will be addressed by a third building on the AWRP plant grounds. The programming summary memorandum will also identify costs associated with the options identified and an evaluation of the feasibility of the options identified.

Subtask 402 – Schematic Design (20%) Development

The Schematic Design will be summarized in a Schematic Design Memorandum to be used for coordination between the project design team and the City and for final buy-in by the City prior to completion of the detailed final design of facilities. The schematic design will enable City staff to confirm findings of the space programming effort, and will enable selection of a preferred facilities layout. Following completion of the Schematic Design review workshop, a final Chapter 16 will be developed to record findings of the programming effort and selection of the proposed facility. Each technical report section will be summarized and included in the final Chapter 16 of the Preliminary Design Report. Each section will include the comments, ideas and decisions made by the team and recommended alternatives to be considered by the City. Where appropriate, HDR will review alternatives for each component so that costs, operational procedures and maintenance functions are considered. The contents of the Chapter 16 of the Preliminary Design Report are as follows:

- Section 1: Architecture Design and Executive Summary
- Section 2: Laboratory Layout
- Section 3: Mechanical Design Concept
- Section 4: Structural Design Concept
- Section 5: Electrical Design Concept

Section 6: LEED Certification Considerations and Recommendation

Section 7: Site Considerations, Utilities

Section 8: Opinion of Probable Construction Cost

Figure A: Facility Floor Plans

Figure B: Elevation Views

Figure C: Site Plans

City Involvement:

- Assist with establishing final design criteria.
- Participate in facility programming and schematic design development.
- Timely review of submittals and coordination of all City review comments.
- Participation in project work sessions.

Deliverables:

- Chapter 16 of the Preliminary Design Report (Task 200).
- Opinion of probable construction cost submittal for 20 percent schematic design.
- Memoranda, decision log, and quality assurance log summarizing comments and responses from design reviews.

Task 500 - SCADA/Controls System Architecture Programming

Objective:

Conduct a SCADA system architecture planning and preliminary design workshop. Complete a software preliminary design report that sets the overall strategy for SCADA system architecture for the AWRP, determine the direction for software and hardware selection, and establish communication protocols and system archiving plans.

HDR Subtasks:

Subtask 501 – SCADA System Architecture and Software Design Workshop

HDR/Trindera will complete a preliminary SCADA system/communication system block diagram and software development memorandum for use in conducting a plant-wide SCADA system and software design workshop. HDR and Trindera staff will meet with City staff to evaluate current software capabilities, industry trends and options for future hardware and software expansion. Results of the workshop will set the direction for completion of the software pre-design report.

Subtask 502 – Software Pre-Design

HDR/Trindera will provide software development preliminary design and develop a software design summary for the project. The following work activities are planned:

- HDR/Trindera will prepare a *Software Pre-Design* for the project which will include the following information:
 1. Understanding of the existing *AWRF HMI and OI* software standards.
 2. Completion of Control Loop Descriptions (using Contract Document Specification Section 13442) for the Phase 5A and Phase 5B project elements.
 3. Existing Wonderware HMI and OI Process Displays will be marked up to show planned modifications. Sketches and descriptions of new OI and HMI displays will be provided.
 4. Interface Definition Specifications (IDS), i.e., PLC/OI/HMI tag databases, based on information in the Contract Document will be provided for Phase 5A and 5B.
 5. Process Field Database Interface and Report Generation Evaluation.
 - a. HDR/Trindera will evaluate the existing Process Field Database Interface and Report Generation and will develop alternative options for database archiving and report generation.
 - b. Design standards will be developed for system programming and necessary interface to provide output of monthly equipment operating information, alarm summaries, and coordination with the City's equipment maintenance management system.
 6. HDR/Trindera will conduct review of existing PLC programming and SCADA software and define recommendations for software programming revisions and cleanup of existing software code. Forty (40) programming man-hours are assumed for the review of the existing programs and PLC code.
 7. Alarm generation and alarm management will be based on the existing Wonderware and SCADA handling functions. As a minimum, alarms will be stored in an alarm database to enable data access and/or report generation and printing from the SCADA report printer. HDR/Trindera will evaluate options for improvements to the alarm reporting and archiving system and will provide recommended enhancements to the existing alarm generation and management system.
 8. Real-time and historical data management will be consistent with current *AWRF Software* standards. HDR/Trindera and the City will develop data management protocols and will develop plans for historical data management to enable the City to utilize needed plant data for reporting for the Phase 5A and 5B and existing *AWRF* facilities operations.
 9. HDR/Trindera will define eO&M interface requirements and coordinate with eO&M development team.
- HDR/Trindera will conduct up to three Software Pre-Design review meetings with City of Coeur d'Alene staff and HDR/Trindera staff to discuss the following:
 1. The modified and new HMI and OI process displays and their functionality for the major process areas for Phase 5A and 5B.
 2. Identify which OI and Wonderware HMI process screens (and tags) are to be removed or updated.

- a. Report content, format and printing.
 - b. Alarm management.
 - c. Data management.
- Document meeting decisions and action items; assign the activities to team members, and follow-up to ensure timely resolution.

City Involvement:

- Participate in the review of SCADA system architecture and standards.

Deliverables:

- Chapter 19 of the Preliminary Design Report (Task 200).
- Agendas for review meetings.
- Meeting notes of review meetings.

Task 600 - AWRF Solids Handling Final Design

Objective:

HDR will complete plans and specifications for the 5B construction project described above under the section on Project Goals and Understanding. The plans and specifications will be for submittal to DEQ and for bidding the project to general contractors.

HDR Subtasks:

Subtask 601 – Schematic Design Summary (20% Design)

The summary will build on the Preliminary Design Report generated in Task 204 above. At this point in the design schedule, a summary will be developed for submittal to the City for review and approval prior to completion of the detailed final design. The summary will include the process instrumentation and control diagrams for each project element or unit process and an associated control description that defines the proposed process control strategies. The Schematic Design Summary will be used for coordination between the project design team and the City and for final buy-in by the project team prior to completion of the detailed final design.

Subtask 602 – Plans and Specifications

HDR will prepare detailed plans and specifications for the recommended facilities developed in the Preliminary Design Report. All drawings will be prepared per industry standards and specifications will be prepared using the sixteen-division format of the Construction Specifications Institute. The design will incorporate HDR’s and the City’s engineering and equipment standards to maintain consistency and compatibility with the City’s facilities. Up to 190 drawings will be prepared for the 5B improvements. A preliminary drawing list includes:

General

- Title, Location Map, Vicinity Map
- Drawing List
- General Abbreviations
- General Legends and Symbols

Solids Handling Process Flow Diagram
Solids Design Criteria
Site Plan, Staging Areas, Survey Control

Civil

Site Demolition Plan-Solids Area
Yard Piping Demolition-Solids Area
Yard Piping Plan-Solids Area
Yard Piping Plan-Sections
Yard Piping Details-Sheet 1
Paving and Grading Plan-Solids Area
Paving and Grading Details

Landscaping

3W System-South
3W System-North
Landscape/Irrigation Plan-Solids Area
Landscape/Irrigation Details

Architectural

Architectural Standard Details--Sheet 1
Architectural Standard Details--Sheet 2
Architectural Standard Details--Sheet 3
Architectural Standard Details--Sheet 4
Architectural Standard Details--Sheet 5
Door and Window Schedules
Room Finish and Wall Type Schedules
Administration/Laboratory Building Floor Plan
Administration/Laboratory Building Roof Plan
Administration/Laboratory Building Reflected Ceiling Plan
Administration/Laboratory Building North and South Elevations
Administration/Laboratory Building East and West Elevations
Administration/Laboratory Building Wall Sections--Sheet 1
Administration/Laboratory Building Wall Sections--Sheet 2
Administration/Laboratory Building Interior Elevations--Sheet 1
Administration/Laboratory Building Interior Elevations--Sheet 2
Operator Control Center Floor Plan
Operator Control Center Roof Plan
Operator Control Center Reflected Ceiling Plan
Operator Control Center North and South Elevations
Operator Control Center East and West Elevations
Operator Control Center Wall Sections--Sheet 1
Operator Control Center Interior Elevations
Maintenance/Collections Building Floor Plan
Maintenance/Collections Building Roof Plan
Maintenance/Collections Building North and South Elevations
Maintenance/Collections Building East And West Elevations
Maintenance/Collections Building Wall Sections
Digester Complex Overall Plan
Digester Control Building Pump Room Plan
Digester Control Building Ground Floor Plan
Digester Control Building Roof Plan
Digester Control Building North and South Elevations
Digester Control Building East and West Elevations

Digester Control Building Wall Sections--Sheet 1
 Digester Control Building Wall Sections--Sheet 2
 Digester Control Building Interior Elevations--Sheet 1
 Digester Control Building Interior Elevations--Sheet 2
 Digester Elevations
 Gas Building Basement, Ground Floor, and Roof Plans
 Gas Building Elevations
 Gas Building Wall Sections
Structural
 General Structural Notes
 Standard Structural Details--Sheet 1
 Standard Structural Details--Sheet 2
 Standard Structural Details--Sheet 3
 Standard Structural Details--Sheet 4
 Standard Structural Details--Sheet 5
 Administration/Laboratory Building Foundation Plan
 Administration/Laboratory Building Foundation Sections--Sheet 1
 Administration/Laboratory Building Foundation Sections--Sheet 2
 Administration/Laboratory Building Foundation Details--Sheet 1
 Administration/Laboratory Building Foundation Details--Sheet 2
 Administration/Laboratory Building Roof Framing Plan
 Administration/Laboratory Building Roof Framing Sections
 Administration/Laboratory Building Roof Framing Details
 Administration/Laboratory Building Structural Details--Sheet 1
 Administration/Laboratory Building Structural Details--Sheet 2
 Administration/Laboratory Building Structural Details--Sheet 3
 Operator Control Center Foundation Plan
 Operator Control Center Foundation Sections
 Operator Control Center Foundation Details
 Operator Control Center Roof Framing Plan
 Operator Control Center Roof Framing Sections
 Operator Control Center Roof Framing Details
 Operator Control Center Structural Details
 Maintenance/Collections Building Floor Plan
 Maintenance/Collections Building Foundation Sections
 Maintenance/Collections Building Roof Framing Plan
 Maintenance/Collections Building Roof Framing Details
 Maintenance/Collections Building Structural Details
 Digester Complex Overall Plan
 Digester Control Building Pump Room Plan
 Digester Control Building Ground Floor Plan
 Digester Control Building Roof Plan
 Digester Control Building North and South Elevations
 Digester Control Building East and West Elevations
 Digester Control Building Wall Sections--Sheet 1
 Digester Control Building Wall Sections--Sheet 2
 Digester Control Building Interior Elevations--Sheet 1
 Digester Control Building Interior Elevations--Sheet 2
 Digester Floor Plan
 Digester Roof Plan

Digester Sections--Sheet 1
 Digester Sections--Sheet 2
 Digester Details--Sheet 1
 Digester Details--Sheet 2
 Gas Building Basement, Ground Floor, and Roof Plans
 Gas Building Elevations
 Gas Building Wall Sections
Process and Instrumentation
 Instrumentation Symbols and Abbreviations
 Administration/Laboratory Building HVAC and Plumbing P&ID
 Operators/Maintenance Building HVAC and Plumbing P&ID
 Anaerobic Digester 5 P&ID
 Heat Recovery P&ID
 Digester Control Building HVAC and Plumbing P&ID
 Biogas P&ID
 Gas Building HVAC and Plumbing P&ID
 Rotary Screen Thickener
Mechanical
 General Mechanical Notes
 Standard Mechanical Details--Sheet 1
 Standard Mechanical Details--Sheet 2
 Standard Mechanical Details--Sheet 3
 Standard Mechanical Details--Sheet 4
 Administration/Laboratory Building Mechanical Floor Plan
 Administration/Laboratory Building Mechanical Room Plan
 Administration/Laboratory Building Mechanical Sections
 Administration/Laboratory Building Mechanical Details--Sheet 1
 Administration/Laboratory Building Mechanical Details--Sheet 2
 Administration/Laboratory Building Plumbing Plan
 Administration/Laboratory Building Sections and Details
 Operator Control Center Mechanical Floor Plan
 Operator Control Center Mechanical Room Plan
 Operator Control Center Mechanical Sections
 Operator Control Center Mechanical Details--Sheet 1
 Operator Control Center Mechanical Details--Sheet 2
 Operator Control Center Plumbing Plan
 Operator Control Center Sections and Details
 Maintenance/Collections Building Mechanical Floor Plan
 Maintenance/Collections Building Mechanical Sections
 Maintenance/Collections Building Mechanical Details
 Maintenance/Collections Building Plumbing Plan
 Maintenance/Collections Building Sections and Details
 Ammonia Removal--Phase 2 IFAS Plan
 Ammonia Removal--Phase 2 IFAS Sections
 Ammonia Removal--Phase 2 IFAS Details
 Ammonia Removal--Rotary Screen Thickener Interim Installation
 Digester Complex Overall Plan
 Digester Control Building Pump Room Plan
 Digester Control Building Ground Floor Plan
 Digester Control Building Sections--Sheet 1

Digester Control Building Sections--Sheet 2
 Digester Control Building Sections--Sheet 3
 Digester Control Building Details--Sheet 1
 Digester Control Building Details--Sheet 2
 Digester Control Building Details--Sheet 3
 Digester Floor Plan
 Digester Roof Plan
 Digester Section--Sheet 1
 Digester Section--Sheet 2
 Digester Details--Sheet 1
 Digester Details--Sheet 2
 Gas Building Basement Plan
 Gas Building Ground FloorPlan
 Gas Building Sections--Sheet 1
 Gas Building Sections--Sheet 2
 Gas Building Details--Sheet 1
 Gas Building Details--Sheet 2
Electrical
 Electrical Legends
 Standard Electrical Details--Sheet 1
 Standard Electrical Details--Sheet 2
 Standard Electrical Details--Sheet 3
 Standard Electrical Details--Sheet 4
 Area Classification Plan--Ammonia Removal
 Area Classification Plan--Solids Handling
 Duct Bank Schedule
 Conduit and Wire Schedule--Sheet 1
 Conduit and Wire Schedule--Sheet 2
 Conduit and Wire Schedule--Sheet 3
 Conduit and Wire Schedule--Sheet 4
 Conduit and Wire Schedule--Sheet 5
 Electrical Distribution One-Line Diagram and Demolition Plan
 Electrical Distribution One-Line Diagram Upgrade
 Administration/Laboratory Building Power and Control Plan
 Administration/Laboratory Building Lighting Plan
 Administration/Laboratory Building Power Panels
 Operator Control Center Power and Control Plans
 Operator Control Center Lighting Plan
 Operator Control Center Power Panels
 Maintenance/Collections Building Power Plan
 Maintenance/Collections Building Lighting Plan
 Maintenance/Collections Building Panel Details
 Ammonia Removal--Phase 2 IFAS Power Plan
 Ammonia Removal--Rotary Screen Thickener Interim Installation
 Power
 Digester Control Building Lower Level Power and Control Plan
 Digester Control Building Upper Level Power and Control Plan
 Digester Control Building Lower Level Lighting Plan
 Digester Control Building Upper Level Lighting Plan
 Digester Control Building MCC One-Line and Elevation
 Digester Control Building Power Panels

Digester Roof Power and Control Plan
Gas Building Lower Level Power and Control Plan
Gas Building Upper Level Power and Control Plan
Gas Building Lower Level Lighting Plan
Gas Building Upper Level Lighting Plan

The project specifications will be prepared using HDR's standard master specifications, and will be similar to the specifications prepared for the Phase 4B upgrade. HDR assumes that the AWRP Solids Handling contract documents (Task 300) and Administration/Laboratory, Operator Control Center and Maintenance/Collections Buildings (Task 600) contract documents will be combined for bidding as a single contract.

Subtask 603 – Design QA/QC Reviews

A formal design QA/QC review will be conducted at the 50 percent and 90 percent design points by the identified Quality Assurance Team/Technical Advisors. At these times, HDR will submit the design and seek input and comments from City staff. A checklist, in the form of a quality assurance log, will be prepared which summarizes all comments and provides a running archive of the design team's response to the comments.

Subtask 604 – Permit/Regulatory Approval Assistance

HDR will provide technical criteria, written descriptions and design data for use in filing applications for permits with, or obtaining approvals of, government authorities that have jurisdiction to approve the design of the project.

Subtask 605 – Opinion of Probable Construction Cost

HDR will update the opinion of probable construction cost at the 50 percent, and 90 percent design points and will submit a final opinion of probable construction cost of the anticipated construction cost prior to the bid opening.

Subtask 606 – Summary Project Presentation

HDR will prepare and provide a summary project presentation to the City Council and City Staff near the conclusion of this task, at a time as coordinated by City staff.

City Involvement:

- Assist with establishing final design criteria.
- Provide comments on 50 percent and 90 percent review submittals.
- Timely review of submittals and coordination of all City review comments.
- Participation in project work sessions.
- Participate in summary project presentation to the City Council.

Deliverables:

- Preliminary design drawings (Digital 3D .pdf format at the 30, 50, and 90 percent design stages).
- Final design drawings (camera-ready copies, 6 half-size copies of all preliminary submittals).
- Specifications (camera-ready copies, 6 copies of all preliminary submittals).
- Opinion of probable cost submittals at 50, 90, and 100 percent design stages.
- Memoranda and decision log summarizing comments and responses from design reviews.

Task 700 - Administration/Laboratory, Operator Control Center and Maintenance/Collections Buildings Final Design

Objectives:

HDR will complete plans and specifications in conformance with DEQ requirements for laboratory facilities. The plans and specifications will be for submittal to DEQ and for bidding the project to general contractors. In addition, complete project design in conformance with the City's code requirements.

HDR Subtasks:

Subtask 701 – Plans and Specifications

This task will include a design of the new Administrative/Laboratory, Operator Control Center and Maintenance/ Collections buildings. This task includes an estimated effort to design these facilities based on an approximate total building footprint of 19,400 square feet. The actual design effort will be refined following completion of the facility programming and preliminary design effort in Task 400, and the scope for the final design may be modified in a contract amendment.

HDR will prepare detailed plans and specifications for the new buildings. All drawings will be prepared and all specifications will be prepared using the sixteen-division format of the Construction Specifications Institute. The design will incorporate HDR and the City's engineering and equipment standards to maintain consistency and compatibility with the City's facilities.

The project specifications will be prepared using HDR's standard master specifications, and will be similar to the specifications prepared for the Phase 4B upgrade. The AWRF Solids Handling contract documents (Task 600) and Administration/Laboratory Building Operator Control Center and Maintenance/Collections Buildings (Task 700) contract documents will be combined for bidding as a single Phase 5B contract. The scope of services for design of the Administration/Laboratory Building, Operator Control Center and Maintenance/Collections Building is based on 74 drawings as described in the drawing list in Task 600, not including standard drawings.

Subtask 702 – Design QA/QC Reviews

A formal design QA/QC review will be conducted at the 50 percent and 90 percent design points by the identified Quality Assurance Team/Technical Advisors. At these times, HDR will submit the design and seek input and comments from City staff. A checklist in the form of a quality assurance log will be prepared which summarizes all comments and provides a running archive of the design team's response to the comments.

Subtask 703 – Building Department Coordination

HDR will provide technical criteria, written descriptions, and design data for use in filing applications for permits with, or obtaining approvals of, government authorities that have jurisdiction to approve the design of the project.

Subtask 704 – Opinion of Probable Construction Cost

HDR will update the opinion of probable construction cost at the 50 percent, and 90 percent design points and will submit a final opinion of probable construction cost prior to the bid opening.

Subtask 705 – Summary Project Presentation

HDR will prepare and provide a summary project presentation to the City Council and City Staff near the conclusion of this task, at a time as directed by City staff.

City Involvement:

- Assist with establishing final design criteria.
- Provide comments on 50 percent and 90 percent review submittals.
- Timely review of submittals and coordination of all City review comments.
- Participation in project work sessions.
- Participate in summary project presentation to the City Council.

Deliverables:

- Preliminary design drawings (Digital 3D .pdf format at the 30, 50, and 90 percent design stages).
- Final design drawings (camera-ready copies, 6 half-size copies of all preliminary submittals).
- Specifications (camera-ready copies, 6 copies of all preliminary submittals).
- Opinion of probable construction cost submittals at 50, 90, and 100 percent design stages.
- Memoranda, decision log, and quality assurance log summarizing comments and responses from design reviews.

Task 800 - Complete Non-Potable Water to 3W

Objective:

Separation of the plant water systems to use 3W (treated plant effluent) for non-potable service was partially completed during Phase 4B construction. The remaining work to complete the transition will be designed as a part of the detailed design for Phases 5B and 5C. If the City elects to proceed with the recommended improvements, they will be incorporated into the Phase 5B construction contract. Alternatively, HDR can assist the City in implementing the identified improvements on their own.

HDR Subtasks:

Subtask 801- Preliminary Design Memorandum

The preliminary engineering design effort will include engineering calculations, preliminary hydraulic analyses, preliminary process control, material alternatives assessment and preliminary opinions of construction cost. This project element will be summarized in a technical memorandum to be included in the Preliminary Design Report as part of Chapter 13. The technical memoranda will include the decisions made by the team and recommended alternatives. Where appropriate, HDR will review alternatives for each component so that equipment costs, operational procedures and maintenance are considered.

Subtask 802 - Plans and Specifications

HDR will prepare detailed plans and specifications for the recommended facilities developed in the Preliminary Design Report. All drawings will be prepared per industry standards and specifications will be prepared using the sixteen-division format of the Construction Specifications Institute. The design will incorporate HDR's and the City's engineering and equipment standards to maintain consistency and compatibility with the City's facilities.

Subtask 803 - Design QA/QC Reviews

Formal design QA/QC reviews will be conducted by the identified Quality Assurance Team/Technical Advisors as part of the 5B design. At these times, HDR will submit the design and seek input and comments from City staff. A checklist, in the form of a quality assurance log, will be prepared which summarizes all comments and provides a running archive of the design team's response to the comments.

Subtask 804 - Opinion of Probable Construction Cost

HDR will update the opinion of probable construction cost and will submit a final opinion of probable construction cost of the anticipated construction cost prior to the bid opening.

City Involvement:

- Assist with establishing design criteria and locations.
- Provide comments on review submittals.
- Timely review of submittals and coordination of all City review comments.

- Participation in project work sessions.

Deliverables:

- Drawings (camera-ready copies, 6 half-size copies of all preliminary submittals) as part of the 5B design.
- Specifications (camera-ready copies, 6 copies of all preliminary submittals) as part of the 5B design.
- Opinion of probable cost submittals.
- Memoranda and decision log summarizing comments and responses from design reviews.

Task 900 - Phase 5A Construction Contract Bid Services

Objectives:

Provide assistance to the City in project bidding, bid evaluation and assistance to the City in award of the Phase 5A – Ammonia Reduction Improvements construction contract. The scope of services for project bidding assumes that two construction contracts, 5A and 5B, will be bid and executed. Phase 5A bid services are included in this task.

Subtask 901- Printing/Plotting Plans and Specifications

HDR will provide for printing of contract documents for use in bidding the construction contracts. Half-sized documents will be used exclusively during project review and bidding to save costs. Full size will be made available after the project bids. Actual number of document sets may vary dependent upon project requirements. HDR will invoice the City for actual charges incurred for printing.

It is assumed that 16 sets of plans and specifications (printed in installments of 8 and 8) will be produced for the final bid. HDR will provide the City with the camera-ready originals of the project specifications and drawings following the project bid, and will supply the Contractor with four (4) sets of executed contract documents. HDR will develop a separate document fee account during the bidding phase for fees collected from the sale of document sets (non-refundable). HDR will use the document fee collected to address direct costs associated with document distribution and administration of the project. Any difference in the cost for document printing and disposition, from what is collected in document fees assessed to the perspective bidders, will be treated as an additional scope item and billed as additional services.

Subtask 902 – Assist with Contractor Quotes

With an anticipated construction cost of less than \$100,000, HDR will assist the City in obtaining quotes from up to three contractors for materials, equipment and services to be performed by contractors for the construction contracts.

Subtask 903 – Addenda and Bid Assistance

HDR shall receive and respond to prospective contractor questions. HDR shall assist the City in determining acceptability of substitutes.

Subtask 904 – Quote Review and Contract Award

HDR will assist the City in evaluating quotes and help the City determine contractor responsiveness and responsibility. This subtask will also include assistance to the City for awarding the construction contracts.

City Involvement:

- Contact potential contractors to obtain quotes.
- Overall coordination of City procurement rules and requirements.
- Participate in the recommendations for award.

Deliverables:

- Camera-ready specifications and reproducible drawings (camera-ready copies, sixteen (16) half-size copies of contract documents).
- Addenda.
- Recommendations of award.
- Final Contract Documents in digital .pdf and ACAD format.

Task 1000 - Phase 5B Construction Contract Bid Services

Objectives:

Provide assistance to the City in project bidding, bid evaluation and assistance to the City in award of Phase 5B – Solids Handling Improvements construction contract. The scope of services for project bidding assumes that two construction contracts, 5A and 5B, will be bid and executed under this scope of work. Phase 5B bid services are included in this task.

Subtask 901– Printing/Plotting Plans and Specifications

HDR will provide for printing of contract documents for use in bidding the construction contracts. Half-sized documents will be used exclusively during project review and bidding to save costs. Full size will be made available after the project bid. Actual number of document sets may vary dependent upon project requirements. HDR will invoice the City for actual charges incurred for printing.

It is assumed that 60 sets of plans and specifications (printed in installments of 30, 15 and 15 sets) will be produced for the final bid and permit acquisition point. HDR will provide the City with the camera-ready originals of the project specifications and drawings following the project bid, and will supply the Contractor with four (4) sets of executed contract documents. HDR will develop a separate document fee account during the bidding phase for fees collected from the sale of document sets (non-refundable). HDR will use the document fee collected to address direct costs associated with document distribution and administration of the project. Any difference in the cost for document printing and disposition, from what is collected in document fees assessed to the perspective bidders, will be treated as an additional scope item and billed as additional services.

Subtask 902 – Bid Advertisement

HDR will assist the City in advertising for and obtaining bids for materials, equipment and services to be performed by contractors for the construction contracts. It is envisioned that the Project will be bid as one construction contract, Phase 5B, under this task.

Subtask 903 – Prospective Bidder Notification

HDR will contact up to 8 general contractors who have bid similar projects in both Idaho and surrounding states approximately four (4) weeks prior to the first bid advertisement to alert them to the project, general bidding requirements, etc.

Subtask 904 – Pre-Qualification Assistance – General Contractor

HDR will assist the City in conducting a General Contractor Pre-qualification process.

HDR will refine the bidding process for the project by completing pre-qualification for general contractors. The objectives of general contractor pre-qualification will be as follows:

- Identify contractors bidding the AWRP Phase 5A and 5B projects that are qualified for the work included in this contract.
- Establish a systematic basis for qualifications submittal and review for bidding.
- Establish a list of the pre-qualified contractors for bidding.

The City conducted a successful general contractor prequalification process for the Phase 4B improvements to the wastewater facility and it is anticipated that the City will find potential benefits to a similar process for the Phase 5 program. The general contractor prequalification process developed as part of Phase 4 may serve as a model for the Phase 5 program. However, it should be noted that the state of Idaho has since passed new legislation related to public works contract prequalification procedure and new regulations may apply to the process or alter what is required.

- A questionnaire and request for financial statements to be sent to contractors.
- A scoring system for rating the answers given by the contractors and by the references on objective criteria.
- An appeal procedure to address potential requests from candidate contractors not included on the pre-qualified list for bidding.

HDR will review the draft questionnaire, scoring system and appeal procedure with City staff and prepare the final questionnaire for advertisement. HDR will also prepare an announcement for General Contractor Pre-qualification package submittals in advance of bidding. This work will include the following tasks:

- Prepare an announcement of pre-qualification procedures.
- Assist the City in response to questions about the questionnaire and request for financial statements.

HDR will work with City staff to form a General Contractor Pre-qualification review panel comprised of City and consultant staff, review the pre-qualification questionnaire and financial statement submittals from prospective contractors, work with the City to conduct reference reviews for the candidate contractors, work with the City to score the submittals and prepare a listing of the pre-qualified contractors and publish the results. HDR will also participate in the City's appeal procedure to address potential requests from candidate contractors not included on the pre-qualified list for bidding and will publish the final list of pre-qualified contractors for bidding.

Subtask 905 – Pre-Bid Conference

HDR will prepare an agenda and conduct a pre-construction conference, to be attended by the City, interested Contractors, and HDR. The meeting will include a presentation given by the HDR Project Manager, and a tour of the work site.

Subtask 906 – Addenda and Bid Assistance

HDR shall receive and respond to prospective contractor questions. HDR shall assist the City in determining acceptability of substitutes.

Subtask 907 – Bid Opening, Tabulation and Contract Award

HDR will attend the bid opening, prepare bid tabulation sheets, assist the City in evaluating bids, and help the City determine contractor responsiveness and responsibility. This subtask will also include assistance to the City for awarding the construction contracts.

City Involvement:

- Publish notices.
- Overall coordination of City procurement rules and requirements.
- Participate in the pre-bid conferences.
- Participate in the recommendations for award.

Deliverables:

- Recommended bid advertisements.
- Pre-qualification advertisement and format development.
- Pre-qualification review recommendations.
- Addenda.
- Bid tabulations.
- Recommendations of award.
- Pre-bid conference meeting minutes.
- Drawings (camera-ready copies, sixty (60) half-size copies of bid and permit acquisition documents, ten (10) copies of full-size after bidding).
- Specifications (camera-ready copies, sixty (60) copies of bid documents).
- Final Contract Documents in digital .pdf and ACAD format.

Task 1100 - Additional Services (Upon Authorization by the City with Separate Scope and Budget)

Objectives:

The HDR team is available to provide additional services not included in this scope or work or budget, if identified as necessary throughout the completion of the identified work elements for the Phase 5 improvements at the AWRP. These services would be completed on a cost plus fixed fee basis, as negotiated at the time identified for project completion. Although not all-inclusive, the following work tasks have been identified as work items that may be identified as needed additional services for the project:

Reclaimed Water Distribution Infrastructure Design

HDR prepared a Effluent Water Reuse Feasibility Study as a task item for the Wastewater Facility Plan Amendment. This study identified development of a five phase reclaimed water distribution system infrastructure program with the first phases extending from the AWRP to sites with the potential for reclaimed water use that are in relatively close proximity to the AWRP. At the City's discretion, HDR will prepare a workplan to design some or all of the phases of the reclaimed water infrastructure and prepare an application or amendment for a Class A reclaimed water permit for the City.

Pre-Qualification Assistance – Major Equipment

At the City's direction, HDR will refine and facilitate the bidding process for the project by completing prequalification for major equipment items. Pre-qualification of major equipment will help to limit the confusion that general contractors often have during bid preparation and will ensure that the specified equipment or pre-determined equals are included in each general contractor's bid. Under the proposed prequalification process, only pre-qualified manufacturers would be allowed to supply equipment bids to the general contractor.

At the City's direction, HDR will prepare, as part of the construction contract plans and specifications, contract provisions, which will describe a pre-qualification process for manufacturers. HDR will accept pre-qualification packages from manufacturers and review the submittals for conformity with the preliminary project specifications. After the review process is complete, the consultant will meet with City staff to present a recommendation on the manufacturers that should be pre-qualified. After the City and Consultant have agreed upon the pre-qualified manufacturers, the Consultant will issue an addendum to the construction plans and specifications, listing those manufacturers that have been pre-qualified.

Equipment Pre-Purchase

Pre-purchase of major equipment is not planned for the project, as it is planned to bid the project as two large contracts to maintain better contract control and streamline the project contract management. During the preliminary design phase, there is the possibility that pre-purchase of certain major equipment items may be identified to be beneficial to the City for economic or procurement control reasons. At the City's direction, for equipment items that are identified for pre-purchase during preliminary design, HDR will prepare procurement plans and specifications, contract procurement provisions, and technical specifications for equipment procurement. HDR

will assist the City in conducting equipment pre-qualification and procurement bidding. Following the procurement bidding, HDR will evaluate the apparent low bidder(s) for compliance with the procurement specifications and will provide the City with contract award recommendation(s). HDR will provide assistance to the City for review of procurement submittals, coordination of procurement schedules with the construction project schedule, and assist with coordination of equipment acceptance and installation including equipment startup, commissioning and operations and maintenance training.

Additional Environmental Assessment Assistance

The City of Coeur d'Alene's long-term wastewater management program was presented in the *Kootenai Regional Long-Range Wastewater Facilities Plan* (Regional Plan), prepared in 1997. An Environmental Impact Statement (EIS) was prepared in 1997 to identify and evaluate potential impacts to the natural and built environment from implementation of the Regional Plan. The Idaho Department of Environmental Quality (DEQ) approved both the Regional Plan and EIS, with a Record of Decision issued on February 10, 1998 (see Appendix).

An Environmental Assessment (EA) was prepared for the 2000 Wastewater Facilities Plan as a "site-specific" facilities plan for the City is consistent with the recommendations of the Regional Plan. The 2007 Wastewater Facilities Plan Amendment includes an update to the "site specific" EA. It is assumed that this will be adequate to satisfy regulatory and funding assistance requirements from Idaho DEQ. However, if that proves not to be the case, this Subtask identifies potential additional services for assisting the City and DEQ in execution of complete environmental compliance documentation, in sufficient detail for the development of an expanded project Environmental Assessment (EA) by DEQ (assumed to be the lead agency for the project). The studies in this task, included on an as-needed basis to be incorporated into the project assistance on a cost plus fixed fee basis, will contribute to the environmental compliance documentation of the preliminary design report and will serve as support documentation for DEQ's completion of a project EA.

At the City's direction, HDR will expand or elaborate on the EA prepared for the facilities plan amendment to meet Idaho DEQ guidelines or new requirements. This may include, if applicable, the 404/NEPA Merger Process. The assessment will comply with the National Environmental Policy Act of 1969 as amended (NEPA), 23 CFR 771, FHWA - Environmental Impact and Related Procedures, and 40 CFR 1500-1508, Council on Environmental Quality (CEQ) regulations. It will comply with Section 404 of the Clean Water Act (CWA), Section 106 of the National Historic Preservation Act (NHPA), the Endangered Species Act (ESA), and other Federal, State and local laws and regulations. It is assumed that the City and HDR will collaborate in the effort to coordinate with the appropriate agencies when environmental evaluations occur on public lands within the project area.

HDR and specialty sub-consultants will collect additional data and perform additional evaluations of resources to support the EA as summarized in the list of potential technical reports below. All field work and analyses will be conducted within a study area, based on the information collected and refined during the development of alternatives in the preliminary design report.

Each of the technical reports listed below will include a description of the existing resources, methodology, criteria for determining whether impacts are significant, analysis of beneficial, direct and indirect long-term impacts, and cumulative impacts, analysis of short-term

construction impacts, and mitigation measures where appropriate. All technical reports will be indexed. It will be important to schedule the technical reports carefully to maintain a smooth flow of the project schedule rather than have all reports completed and available for review simultaneously. An overlapping schedule will allow more effective review as well as more efficient document production from the consultant team. The preliminary list of technical reports is as follows:

- Environmental Resource Mapping
- Cultural Resources
- Wetlands
- Biological Resources and Threatened and Endangered Species
- Surface Water
- Floodplains
- Groundwater
- Socioeconomics
- Recreation and Land Use
- Air Quality
- Noise
- Earth Resources and Construction Impacts
- Hazardous Materials and Waste
- Visual Resources

The EA process will follow the general steps for development. A more detailed scope of services for implementation of the following steps will be provided if it is determined that an EA will be required for the project.

- Preparation of Individual Chapters of Environmental Assessment
- Review of EA Chapters by Review Agency
- Prepare Complete Review Document
- Agency Review Meeting
- Respond to Comments and Submit Revised Review EA
- Produce the EA
- Print EA
- Conduct Public Hearing and Design Hearing
- Respond to Comments on EA
- Merger Meetings
- Revise EA to address Comments
- EA Approval
- Prepare Decision Document (either a FONSI or Notice of Intent)

Prepare NEPA/SEPA Documents

Preparation of an EA is not anticipated, nor is the preparation of an environmental impact statement (EIS). The development of an EA or EIS is included in this scope only in the event a greater environmental effort is required. Should DEQ not be identified as the lead agency for completion of a project specific EA, and an EA is necessary for the project, then HDR is available to complete the necessary NEPA/SEPA documentation required for the EA. This task includes assembling and editing the EA from the technical reports. HDR will use the reports described in the Environmental Assessment Assistance Subtask described above to prepare the EA for the identified lead agency. Information concerning the potential environmental impact of varying alternatives would be provided to DEQ.

Information to be provided will include the important issues identified through the scoping process, contact with key agencies and stakeholders, and preparation of the initial environmental check list. The EA will be submitted to the DEQ by the lead agency.

Stakeholder Communications – Project Website

In addition to stakeholder meetings, a project web site might be created and updated periodically throughout the project duration to provide information to the key project stakeholders and public on issues related to the effluent management planning, the scheduled completion of the TMDL development, and construction progress. The web site would include key project activities, a project schedule, a schedule on the progress of the TMDL negotiations with DEQ, a schedule on the progress of the construction projects, and a location for public input to the City's project management team. This web site would be maintained during the construction of the Phase 5 expansion at the AWRP site.

Multiple Contract Administration

The City has indicated that they plan to complete the Phase 5 expansion project at the AWRP through three construction contracts with 5A and 5B being bid under this scope of work. Through the preliminary design effort, it may be recognized that it is in the best interest of the City to separate the project construction activities into multiple construction contracts. The preparation of documents for alternate, separate, or sequential bids or providing extra services in connection with bidding, negotiation or construction prior to the completion of the Final Design Phase would be added to this scope only in the event these services are requested by the City.

Expansion of Support Utilities

Further development or expansion of existing utilities serving the AWRP site are not expected to be required for the Phase 5 improvements planned and is not included in this scope. Should significant improvements be required for the following support utilities, additional design coordination and design effort may be required for the following:

- Potable or Non-Potable Water Supply
- Natural Gas
- Telephone/telecommunications
- Digital communications

Schedule

Starting from the Notice to Proceed (NTP), the projected schedule is as shown below and depicted on the detailed project schedule attached.

Task	Description	Schedule
100	Project Management and Administration	<ul style="list-style-type: none"> ▪ Project Duration ▪ Management Plan – 30 days after NTP
200	AWRF Liquid Stream and Solids Handling Preliminary Design	<ul style="list-style-type: none"> ▪ Preliminary Design Report – 100 days after NTP
300	Ammonia Reduction Improvements	<ul style="list-style-type: none"> ▪ Draft installation and procurement contract documents – 75 days after NTP ▪ Final installation and procurement contract documents – 21 days after receipt of City comments
400	Administration/Laboratory, Operator Control Center and Maintenance/ Collections Buildings Preliminary Design	<ul style="list-style-type: none"> ▪ Preliminary Design Report – 90 days after start of task
500	SCADA/Controls System Architecture Programming	<ul style="list-style-type: none"> ▪ 120 days following NTP ▪ Preliminary Design Report submittal
600	AWRF Solids Handling Final Design	<ul style="list-style-type: none"> ▪ Schematic Design Summary – 30 days after Preliminary Design Report review is completed ▪ 50% design review – 60 days after Schematic Design Summary review is completed ▪ 90% design review – 60 days after 50% design review is completed ▪ Summary project presentation – after 90% design review is complete
700	Administration/Laboratory, Operator Control Center and Maintenance/Collections Buildings Final Design	<ul style="list-style-type: none"> ▪ Schematic Design Summary – 30 days after Preliminary Design Report review is completed ▪ 50% design review – 60 days after Schematic Design Summary review is completed ▪ 90% design review – 60 days after 50% design review is completed ▪ Regulatory review – 90 days after 90% design review is completed
800	Complete Non-Potable Water to 3W	<ul style="list-style-type: none"> ▪ Preliminary Design Report – 120 days after NTP ▪ Schematic Design Summary – 30 days after Preliminary Design Report review is completed ▪ 50% design review – 60 days after Schematic Design Summary review is completed ▪ 90% design review – 60 days after 50% design review is completed ▪ Regulatory review – 90 days after 90% design review is completed
900	Phase 5A Construction Contract Bid Services	<ul style="list-style-type: none"> ▪ 90 days following regulatory review
1000	Phase 5B Construction Contract Bid Services	<ul style="list-style-type: none"> ▪ 90 days following regulatory review
1100	Additional Services Only Upon Authorization of City	<ul style="list-style-type: none"> ▪ As authorized by City, Schedule as appropriate

EXHIBIT B

CITY OF COEUR D'ALENE

ADVANCED WATER RECLAMATION FACILITY (AWRF) PHASE 5 EXPANSION

COMPENSATION SCHEDULE

Exhibit B - Coeur d'Alene AWRF Phase 5 Expansion
Engineering Services Budget Summary

TASK	TRINDERA				SUB- EXPENSES	CONSULTANTS	FIXED FEE	TOTAL
	HDR DIRECT LABOR	DIRECT LABOR	INDIRECT LABOR					
100 - Project Management and Administration	\$ 67,981.32	\$ 5,403.36	\$ 128,423.19	\$ 33,872.60	\$ -	\$ 24,216.94	\$ 259,897.00	
200 - AWRF Liquid Stream and Solids Handling Preliminary Design	\$ 128,298.20	\$ 21,483.56	\$ 262,118.08	\$ 23,669.20	\$ 15,000.00	\$ 49,427.98	\$ 499,997.00	
300 - Ammonia Reduction Improvements	\$ 28,765.75	\$ 8,936.16	\$ 65,978.34	\$ 13,274.10	\$ -	\$ 12,441.63	\$ 129,396.00	
400 - Administration/Laboratory and Operators/Maintenance/Collections Buildings Preliminary Design	\$ 22,588.47	\$ 1,494.48	\$ 42,145.17	\$ 7,637.60	\$ -	\$ 7,947.37	\$ 81,813.00	
500 - SCADA/Controls System Architecture Programming	\$ 7,610.55	\$ 13,055.68	\$ 36,165.89	\$ 6,194.80	\$ -	\$ 6,819.85	\$ 69,847.00	
600 - AWRF Solids Handling Final Design	\$ 288,532.84	\$ 58,322.40	\$ 606,996.67	\$ 47,633.30	\$ 50,000.00	\$ 114,462.23	\$ 1,165,947.00	
700 - Administration/Laboratory and Operators/Maintenance/Collections Buildings Final Design	\$ 164,819.15	\$ 11,463.40	\$ 308,494.45	\$ 22,670.80	\$ -	\$ 58,173.24	\$ 565,621.00	
800 - Complete Non-Potable Water to 3W	\$ 7,191.59	\$ -	\$ 12,585.28	\$ 1,529.00	\$ -	\$ 2,373.23	\$ 23,679.00	
900 - Phase 5A Construction Contract Bid Services	\$ 5,241.49	\$ 1,716.40	\$ 12,176.30	\$ 8,125.20	\$ -	\$ 2,296.10	\$ 29,555.00	
1000 - Phase 5B Construction Contract Bid Services	\$ 35,003.83	\$ 4,283.80	\$ 68,753.35	\$ 42,964.00	\$ -	\$ 12,964.92	\$ 163,970.00	
1100 - Additional Services							\$ -	
TOTAL COMPENSATION							\$ 2,989,722.00	

OTHER BUSINESS

COUNCIL BILL NO. 08-1024
ORDINANCE NO. _____

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 18, TOWNSHIP 50, NORTH, RANGE 3W, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; CHANGING THE ZONING MAPS OF THE CITY OF COEUR D'ALENE; AMENDING SECTION 1.16.160, COEUR D'ALENE MUNICIPAL CODE, BY DECLARING SUCH PROPERTY TO BE A PART OF PRECINCT #50; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after public hearing, the City Council finds it to be in the best interests of the City of Coeur d'Alene and the citizens thereof that said property be annexed; NOW, THEREFORE,

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

SECTION 1. That the property set forth in Exhibit "A", attached hereto and incorporated herein, contiguous and adjacent to the City of Coeur d'Alene, Kootenai County, Idaho, is hereby annexed to and declared to be a part of the City of Coeur d'Alene, Kootenai County, Idaho, and the same is hereby zoned as R-3.

SECTION 2. That the Zoning Act of the City of Coeur d'Alene, known as Ordinance No. 1691, Ordinances of the City of Coeur d'Alene, is hereby amended as set forth in the preceding section hereof.

SECTION 3. That the Planning Director is hereby instructed to make such change and amendment on the three (3) official Zoning Maps of the City of Coeur d'Alene.

SECTION 4. That the above described property shall be a part of Precinct #50, and that Section 1.16.160, Coeur d'Alene Municipal Code, be and the same is hereby amended to include the herein annexed property within the described boundaries of Precinct #50.

SECTION 5. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

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

APPROVED by the Mayor this 2nd day of December, 2008.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Annexation A-5-08 - 2735 Fernan Hill Road

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 18, TOWNSHIP 50, NORTH, RANGE 3W, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; CHANGING THE ZONING MAPS OF THE CITY OF COEUR D'ALENE; AMENDING SECTION 1.16.160, COEUR D'ALENE MUNICIPAL CODE, BY DECLARING SUCH PROPERTY TO BE A PART OF PRECINCT #50; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Susan K. Weathers, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. ____, Annexation A-5-08 - 2735 Fernan Hill Road, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 2nd day of December, 2008.

Warren J. Wilson, Chief Civil Deputy City Attorney

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1:

A PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 50 NORTH, RANGE 3 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, STATE OF IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 18;

THENCE SOUTH 0 DEGREES 01' EAST, 401.50 FEET TO AN IRON PIPE;

THENCE SOUTH 89 DEGREES 57' WEST, 290.00 FEET TO AN IRON PIPE BEING THE NORTHEAST CORNER OF THE PALMER TRACT, AND THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE SOUTH 0 DEGREES 28' EAST, 100 FEET ALONG THE EAST LINE OF THE PALMER TRACT, TO THE SOUTHEAST CORNER THEREOF;

THENCE EAST ALONG THE NORTH LINE OF THE CAMPBELL TRACT, 90 FEET;

THENCE NORTH 100 FEET TO THE SOUTH LINE OF THE LARSON TRACT;

THENCE SOUTH 89 DEGREES 57' WEST, 90 FEET TO THE POINT OF BEGINNING.

LESS COUNTY ROAD.

PARCEL 2:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 50 NORTH, RANGE 3 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO;

THENCE SOUTH 501.5 FEET;

THENCE WEST 200 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 342.5 FEET;

THENCE WEST 100 FEET;

THENCE NORTH 342.5 FEET;

THENCE EAST 100 FEET TO THE TRUE POINT OF BEGINNING.

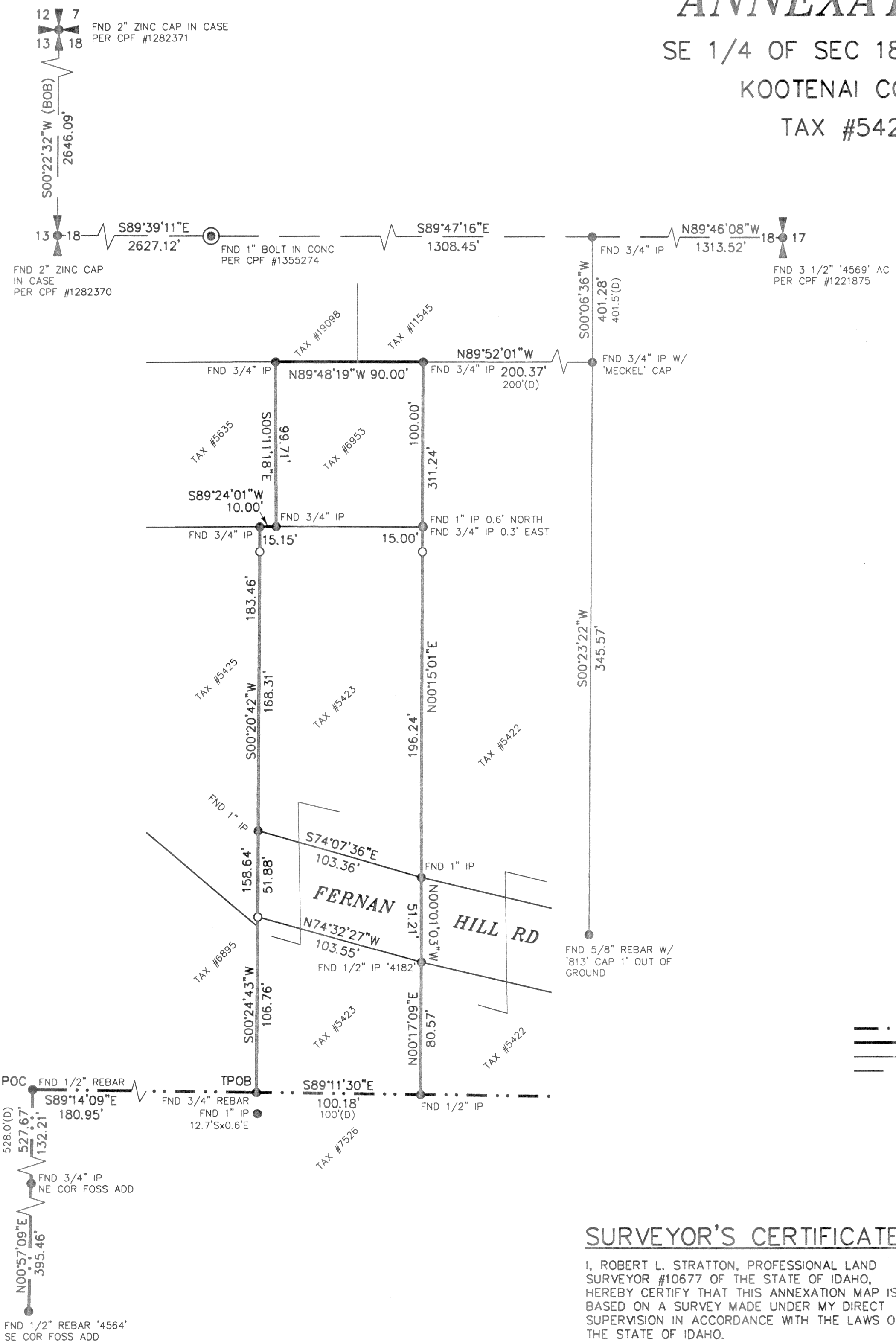
LESS COUNTY ROAD.

ANNEXATION MAP

SE 1/4 OF SEC 18, T 50N, R 3W, BM
KOOTENAI COUNTY, IDAHO
TAX #5423 & 6953



VICINITY SKETCH
NOT TO SCALE



DESCRIPTION FOR ANNEXATION:

TAX #5423 AND #6953 AS DEPICTED ON A RECORD OF SURVEY ON FILE WITH KOOTENAI COUNTY IN BOOK 25 OF SURVEYS AT PAGE 359, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 50 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, BEING GENERALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF TAX #7526, SAID CORNER BEING AN ANGLE POINT IN THE EXISTING CITY OF COEUR D'ALENE BOUNDARY AS TRAVERSED TO ON LINES 53 AND 54, PAGE 5 OF 28 OF CITY ORDINANCE #3312;
THENCE SOUTH 89° 14' 09" EAST ALONG THE NORTH LINE OF SAID TAX #7526 AND THE SAID CITY BOUNDARY 180.95 FEET TO THE SOUTHWEST CORNER OF TAX #5423 AS DEPICTED ON SAID SURVEY, SAID CORNER BEING THE TRUE POINT OF BEGINNING;

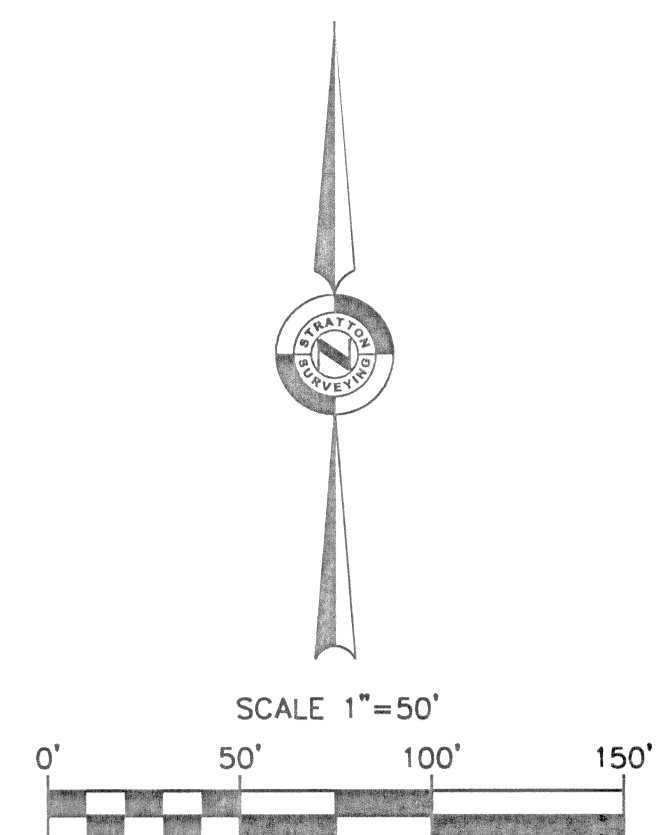
THENCE CONTINUING ALONG THE SAID NORTH LINE OF TAX #7526 AND SAID CITY BOUNDARY SOUTH 89° 11' 30" EAST 100.18 FEET TO THE SOUTHEAST CORNER OF SAID TAX #5423;
THENCE LEAVING THE SAID NORTH LINE OF TAX #7526 AND CITY BOUNDARY NORTH 0° 17' 09" EAST ALONG THE EASTERLY BOUNDARY OF SAID TAX #5423 FOR 80.57 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF FERNAN HILL ROAD AS MONUMENTED;
THENCE NORTH 0° 01' 03" WEST ALONG SAID EASTERLY BOUNDARY 51.21 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF FERNAN HILL ROAD AS MONUMENTED;
THENCE NORTH 0° 15' 01" EAST ALONG THE EASTERLY LINE OF SAID TAX #5423 AND #6953 FOR 311.24 FEET TO THE NORTHEAST CORNER OF SAID TAX #6953;
THENCE NORTH 89° 48' 19" WEST 90.00 FEET TO THE NORTHWEST CORNER OF SAID TAX #6953;
THENCE SOUTH 0° 11' 18" EAST 99.71 FEET TO THE SOUTHWEST CORNER OF TAX #6953;
THENCE SOUTH 89° 24' 01" WEST 10.00 FEET TO THE NORTHWEST CORNER OF SAID TAX #5423;
THENCE SOUTH 0° 20' 42" WEST ALONG THE WESTERLY BOUNDARY OF SAID TAX #5423 FOR 183.46 FEET TO A POINT ON THE SAID NORTHERLY RIGHT-OF-WAY LINE OF FERNAN HILL ROAD AS MONUMENTED;
THENCE SOUTH 0° 24' 43" WEST 158.64 FEET TO THE SAID TRUE POINT OF BEGINNING;

CONTAINING 0.989 ACRES (43,086 SQ. FT.);

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

LEGEND

- = SET 5/8"x30" REBAR W/STRATTON 10677' CAP PER RS BK 25 PG 359
- = FOUND MONUMENT AS DESCRIBED
- (BOB) = BASIS OF BEARINGS
- (D) = DEED MEASUREMENT
- POC = POINT OF COMMENCEMENT
- TPOB = TRUE POINT OF BEGINNING
- = EXISTING CITY BOUNDARY PER ORD. #3312
- = PROPOSED NEW CITY BOUNDARY
- = PROPERTY LINE
- = SECTION LINE

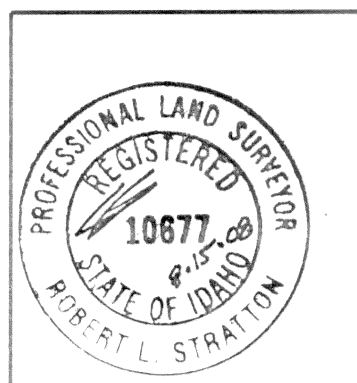


BASIS OF BEARINGS:
GRID NORTH PER COUNTY COORDINATES FOR WEST LINE NW 1/4 OF SEC 18

EQUIPMENT USED:
RTK GPS
5" TOTAL STATION

SURVEYOR'S CERTIFICATE:

I, ROBERT L. STRATTON, PROFESSIONAL LAND SURVEYOR #10677 OF THE STATE OF IDAHO, HEREBY CERTIFY THAT THIS ANNEXATION MAP IS BASED ON A SURVEY MADE UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO.



SURVEY FOR

MEYER

INDEX

1/4, 1/4	SEC	T.	R.
18	50N	3W	

STRATTON SURVEYING & MAPPING, PC
PO BOX 1190
RATHDRUM, ID 83858
(208) 687-2854
FAX: (208) 687-3542
www.strattonsurvey.com

4107-4.DWG
DATE: 8/15/08
DRAWN BY: RLS

SHT. 1 OF 1
JOB # 4107

PUBLIC HEARINGS

CITY COUNCIL STAFF REPORT

DATE: December 2, 2008
FROM: Gordon Dobler, Engineering Services Director
SUBJECT: Adoption of Ordinance 3346 creating LID 149 for 4th street improvements.

DECISION POINT

Staff is requesting approval of an ordinance establishing LID 149 for the reconstruction of 4th Street from Lakeside to Harrison

HISTORY

In January of this year the Council directed staff to pursue funding options for the improvements of 4th street, from Lakeside Ave to Harrison Ave. LCDC agreed to participate and they held stakeholder meetings this summer to identify place making alternatives and costs. As a result, LCDC has agreed to provide funding for the project. The Council approved resolution 08-055 initiating the formation of LID 149 which will provide partial funding for the project. Staff has completed the preliminary cost estimates and the Engineers Report establishing the preliminary assessments. All of the adjacent property owners have been notified of the public hearing and of their respective preliminary assessments as required by Idaho Code.

FINANCIAL ANALYSIS

The total project cost is estimated to be \$2,904,000. The City of Coeur d'Alene portion is \$1,000,000 (34%), LCDC will contribute \$1,654,000 (57%), and the LID will provide \$250,000 (8%). The City's funding sources are \$600,000 from the Overlay account, \$200,000 from the Stormwater utility, and \$100,000 from both Water and Wastewater utilities. These funds are accounted for in the current budget.

Individual property assessments were calculated based on front foot and benefits derived. Properties adjacent to the Midtown place making improvements were assessed an additional amount. The base assessment for all properties was \$32/lf and the additional assessment for Midtown properties was about \$15/lf. Those assessments will be paid off over ten years, the term of the financing.

PERFORMANCE ANALYSIS

Establishing an LID provides the funding necessary to reconstruct 4th Street. The project includes removal and replacement of all the paving, sidewalks, street trees, curbing, reconstruction of the storm sewer system, and upgrades to the

water and wastewater facilities. In addition, the midtown place making improvements include, pedestrian bulbs at selected intersections, accent paving at Foster, Roosevelt, Boise, Montana, and Miller, accent concrete on the sidewalks, widened sidewalks and a narrower road section from Roosevelt to Boise, accent street lights, additional street trees, benches and trash cans.

RECOMMENDATION

Staff recommends that Council take the following actions.

- Adopt the ordinance establishing LID 149.
- Should any written protests be received, the council should make a motion to receive the written protests into the record.

COUNCIL BILL NO. 08-1027
ORDINANCE NO. 3346

An Ordinance creating Local Improvement District No. 149 of the City of Coeur d'Alene, Kootenai County, Idaho; describing and setting forth the boundaries of said local improvement district; providing for the improvements to be made therein; authorizing the advertising for bids for said work as provided by law; providing for the payment of costs and expenses of said improvements to be assessed against the property within the District benefited thereby and the method of assessment; providing for the issuance of local improvement district bonds and warrants; providing for the publication of a summary of this ordinance; and providing for other matters properly relating thereto

CITY OF COEUR D'ALENE
Kootenai County, Idaho

LOCAL IMPROVEMENT DISTRICT NO. 149

Adopted: December 2, 2008

Prepared By:

K&L PRESTON GATES ELLIS LLP
Coeur d'Alene, Idaho and Spokane, Washington

ORDINANCE NO. 3346

An Ordinance creating Local Improvement District No. 149 of the City of Coeur d'Alene, Kootenai County, Idaho; describing and setting forth the boundaries of said local improvement district; providing for the improvements to be made therein; authorizing the advertising for bids for said work as provided by law; providing for the payment of costs and expenses of said improvements to be assessed against the property within the District benefited thereby and the method of assessment; providing for the issuance of local improvement district bonds and warrants; providing for the publication of a summary of this ordinance; and providing for other matters properly relating thereto

CITY OF COEUR D'ALENE
Kootenai County, Idaho

LOCAL IMPROVEMENT DISTRICT NO. 149

BE IT ORDAINED THE CITY COUNCIL OF THE CITY OF COEUR D'ALENE, of Kootenai County, Idaho, as follows:

WHEREAS, the City of Coeur d'Alene, of Kootenai County, Idaho, (the "City"), is a municipal corporation operating and existing under and pursuant to the provisions of the Constitution and laws of the State of Idaho, and as such is authorized and empowered to create local improvement districts and to construct improvements pursuant to Idaho Code, Title 50, Chapter 17; and

WHEREAS, the City is authorized by Idaho Code, Title 50, Chapter 17, to create local improvement districts within the City for the purpose of acquiring, constructing and installing storm and sewer lines, asphalt, curb and sidewalk improvements and appurtenances, together with engineering, legal, accounting, costs of bond issuance, and other costs incidental thereto as authorized by law (the "Project"), and to finance said improvements by the issuance and sale of

local improvement district bonds or warrants, which bonds or warrants are payable solely from assessments upon the property benefited by said improvements; and

WHEREAS, the City Council, by Resolution No. 08-056, adopted on November 4, 2008, declared its intention to form a local improvement district to be designated “City of Coeur d’Alene Local Improvement District No. 1” (“LID No. 149”); described the boundaries of proposed LID No. 149 and the improvements to be constructed therein; set forth the total estimated cost and the method of assessment; fixed the time and date for a public hearing to create proposed LID No. 149 and determined that it is in the best interests of the residents of the City to form proposed LID No. 149 and to acquire, construct and install such improvements; and

WHEREAS, the City Council, by Resolution No. 08-055, also adopted on November 4, 2008, adopted the Resolution initiating the process of formation of LID No. 149; and

WHEREAS, after proper publication and mailing of notice to the property owners of the Board of Director’s intention to create proposed LID No. 149, a public hearing was held by the City Council on December 2, 2008, at which hearing the residents and owners of property within the proposed LID No. 149 had the opportunity to appear and to protest, both in writing and verbally, or support the formation of the proposed LID No. 149;

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF COEUR D’ALENE, IDAHO, as follows:

Section 1: The City Council hereby finds and declares:

- A. That the formation of LID No. 149 will be in the best interests of the property affected and of the City;
- B. That there is a reasonable probability that the obligations of LID No. 149 will be paid;

C. That the value of the property subject to assessment within LID No. 149 (such value being determined by the current assessed valuation of such property for ad valorem tax purposes, as shown by the records of the Assessor of Kootenai County) exceeds the sum of the estimated costs to be assessed against the property included in LID No. 149; and

D. That the City Council has heard, considered, and passed upon all protests which were filed in writing in advance of the hearing, which protests are attached hereto and incorporated herein collectively as Exhibit "A". After consideration of all public testimony and comment, including written objections, if any, the City Council desires to move forward with the formation of the LID.

Section 2: There is hereby created and established a local improvement district within the City of Coeur d'Alene, Kootenai County, Idaho, to be designated "City of Coeur d'Alene Local Improvement District No. 149" ("LID No. 149"), the boundaries of which local improvement district are set forth in Exhibit "B", which is annexed hereto and by reference made a part of this Ordinance.

Section 3: Project. The improvements to be made within LID No. 149 are as follows:

A. The acquisition, construction and installation of storm sewer service lines to connect to the collection system of the City;

B. The acquisition, construction and installation of asphalt, curb and sidewalk improvements; and

C. The acquisition of rights-of-way and relocation of utilities, as necessary;

together with engineering, legal, accounting, costs of bond issuance, costs of interim financing, costs of financial advice, and other costs incidental thereto. All work will be performed and all materials supplied after the advertisement for bids therefore by giving notice calling for sealed bids for the construction of work.

Section 4: The estimated total cost of the proposed Project is \$2,904,000, of which approximately \$250,000 shall be borne by and assessed against the properties specially benefited by such improvements. Assessments shall be made against the property within LID No. 149 in accordance with the special benefits accruing to such property. The remaining cost of the Project will be paid with funds from the City and the Lake City Development Corporation. Additionally, individual assessments for property owners may be reduced or eliminated by grant funds.

Section 4: Costs and expenses as herein provided shall include the contract price of the improvements, engineering and clerical services, advertising, costs of inspection, costs of collecting assessments, interest on any warrants issued to temporarily pay for the improvements, and for legal services for preparing the proceedings and in advising in regard thereto, and for the costs of acquiring land, if necessary.

Section 6: The City Council hereby finds that such apportionment is equitable and is based upon the special benefits each parcel will receive from the Project.

Section 7: To provide for the immediate payment of the improvements herein provided for, pending the payment of the installments on special assessments hereinabove provided for, the City shall issue bonds as provided in Idaho Code §§ 50-1715, 50-1722, and 50-1724. For the purpose of making payments for said improvements as the same are installed, prior to the issuance or sale of bonds, the City may issue warrants against LID No. 149 special

assessments, payable to the contractor or other persons upon the estimate of the engineer for the City, bearing interest at not in excess of allowable limitations as determined by the City Council, which warrants, together with interest thereon to the date of the issuance of the bonds, if issued, shall be redeemed and retired by the proceeds of special assessments paid in full and proceeds of the sale of said bonds.

Section 8: All matters and things done and performed in regard to the creation of said LID No. 149, and each and all of the provisions thereof in regard to all of said matters concerning the creation of LID No. 149 and the doing of the improvements and payment thereof, are hereby expressly incorporated as part of this Ordinance.

Section 9: This Ordinance shall take effect and be in full force from and after its passage, approval, and publication of a summary hereof one time in the official newspaper of the City. A summary hereof is attached hereto as Exhibit "C" and incorporated herein by this reference.

PASSED at a regular meeting of the City Council of the City of Coeur d'Alene, held on the 2nd day of December, 2008.

CITY OF COEUR D'ALENE,
Kootenai County, Idaho

Mayor

ATTEST:

City Clerk

(S E A L)

* * * * *

I, the undersigned, City Clerk of the City Council of the City of Coeur d'Alene, of Kootenai County, Idaho hereby certify that the foregoing Ordinance is a full, true, and correct copy of an Ordinance duly adopted at a regular meeting of the City Council, duly and regularly held at the regular meeting place thereof on December 2, 2008, of which meeting all members of said City Council had due notice and at which a majority thereof were present; and that at said meeting said Ordinance was adopted by the following vote:

AYES, and in favor thereof, Directors:

NAYS, Directors:

ABSENT, Directors:

ABSTAIN, Directors:

I further certify that I have carefully compared the same with the original Ordinance on file and of record in my office; that said Ordinance is a full, true, and correct copy of the original Ordinance adopted at said meeting; and that said Ordinance has not been amended, modified, or rescinded since the date of its adoption, and is now in full force and effect.

I have set my hand and affixed the official seal of the City on December 2, 2008.

City Clerk

(S E A L)

Exhibit "A"

Copies of Written Protests to Creation of LID No. 149

Exhibit "B"

Boundaries of LID No. 149

Exhibit "C"

Summary of Ordinance No. 3346

An Ordinance creating Local Improvement District No. 149 of the City of Coeur d'Alene, Kootenai County, Idaho; describing and setting forth the boundaries of said local improvement district; providing for the improvements to be made therein; authorizing the advertising for bids for said work as provided by law; providing for the payment of costs and expenses of said improvements to be assessed against the property within the District benefited thereby and the method of assessment; providing for the issuance of local improvement district bonds and warrants; providing for the publication of a summary of this ordinance; and providing for other matters properly relating thereto

CITY OF COEUR D'ALENE Kootenai County, Idaho

LOCAL IMPROVEMENT DISTRICT NO. 149

A summary of the principal provisions of Ordinance No. 3346 of the City of Coeur d'Alene, of Kootenai County, Idaho, adopted on December 2, 2008, is as follows:

Section 1: Finds and declares that the formation of Local Improvement District No. 149 ("LID No. 149") will be in the best interests of the property affected and the City; that there is reasonable probability that the obligations of LID No. 149 will be paid; that the value of property subject to assessment within LID No. 149 exceeds the sum of the estimated costs to be assessed against the property; and that the City Council has heard, considered, and passed upon all protests (attached as Exhibit "A" to the Bond Ordinance) which were filed in writing or heard during public testimony and has considered the same.

Section 2: Creates the City of Coeur d'Alene Local Improvement District No. 149, the boundaries of which are set forth in Exhibit "B", attached to the Bond Ordinance and this Summary.

Section 3: Describes the improvements to be made within LID No. 149 as being the acquisition, construction and installation of storm water service lines to connect to the collection system of the City, the acquisition, construction and installation of asphalt, curb and sidewalk improvements to serve the area identified as LID No. 149, together with necessary easements and rights-of-way.

Section 4: States that the total estimated cost of the project is approximately \$2,904,000, of which approximately \$250,000 shall be borne by and assessed against the properties specially

benefited by such improvements. Any remaining costs of these projects will be paid with funds from the City of Coeur d'Alene and other legally available funds.

Section 5: Defines the costs and expenses to be included in the price of the Project.

Section 6: Determines that the apportionment is equitable and is based upon the special benefits each parcel will receive from the Project.

Section 7: Provides for the issuance of warrants, if necessary, for the immediate payment of the Project and provides for the issuance of bonds.

Section 8: Incorporates all matters and things done in regard to the creation of LID No. 149 as part of Ordinance No. 3346.

Section 9: States that Ordinance No. 3346 shall take effect after its passage, approval, and publication of a summary thereof.

A full text of Ordinance No. 3346 is available at the office of the City Clerk and will be provided to any citizen upon personal request during normal business hours.

DATED this 2nd day of December, 2008.

CITY OF COEUR D'ALENE,
Kootenai County, Idaho

_____/s/_____
Mayor

ATTEST:

_____/s/_____
City Clerk

(S E A L)

CERTIFICATION OF BOND COUNSEL

I, the undersigned Bond Counsel for the City of Coeur d'Alene, Kootenai County, Idaho, hereby certify that I have read the attached Summary of Ordinance No. 3346 of said City and that the same is true and complete and provides adequate notice to the public of the contents of said Ordinance.

Dated as of this 2nd day of December, 2008

K&L Preston Gates Ellis LLP

/s/ Michael C. Ormsby

Bond Counsel

CITY COUNCIL
STAFF REPORT

DATE: December 2, 2008

RE: PUBLIC HEARING: Creation or Amendment of Various City Fees

PRESENTED BY: Troy Tymesen, Finance Director

DECISION POINT: The Council is requested to consider adopting a resolution amending the proposed fees as recommended by staff.

HISTORY:

The City Departments recently completed a review of their fee structures to assure that the various fees are current with the actual cost for services/materials being provided. As a result of that review the following fees are being recommended for adoption.

FIRE/POLICE TRAINING TOWER FACILITY FEES: This is a new set of fees requested by the Fire Department and Police Department to cover the administrative and maintenance costs for the use of the Training Tower by other agencies. It is noted that the departments would like to reserve the right to waive these fees at any time for such reasons they so deem, which include the use/renter allowing the departments employees to attend said classes training or seminars. The proposed fees for normal business hours are: Audio/Visual Classroom - \$35/hr (\$150/day); Maneuvers/Mat Room - \$25/hr (\$110/day); Weight Room - \$25/hr (\$110/day); Training Tower - \$50.00/hr (\$300/day); Training Grounds - \$25/hr (\$100/day). Additionally, non-business hours usage would require an additional \$50.00 maintenance fee.

FINGERPRINTING: The Police Department is recommending that the fee for fingerprinting be changed from \$5.00 for the card and \$5.00 for the second card to \$10.00 for the first card and \$5.00 for the second card.

ANIMAL CONTROL FINES: The Police Department is recommended that the fines for running at large increase from \$50.00 to \$75.00 and the fine for not having a current dog license increase from \$50.00 to \$75.00.

CDATV PRODUCTION COSTS: The CDA TV Committee is proposing establishing a \$50.00/hour fee for programming and facility use. Using the cost of the equipment, the number of years of life expectancy of the equipment, staff costs including programming time, the actual cost would be \$297/1st hour and then \$122/hr. each additional hour and if it also included the facility equipment use (projector, Elmo, etc.) the actual cost would be \$308.40/1st hour and then \$133.40/hr. each additional hour.

TAXI CAB COMPANY LICENSE FEES AMENDMENT: Currently the City issues licenses that include the VIN's of the vehicles approved for use by the taxicab companies.

With increasing frequency, these companies are amending the license as they discontinue/add new vehicles to their fleets throughout the licensed year. To cover the administrative and record-keeping costs for these changes, the Municipal Services Department is requesting initiating a \$10.00 fee to cover such costs.

USER FEES FOR USE OF CENTENNIAL TRAIL: We are receiving an increasing number of requests for special events to use the Centennial Trail and the proposed 50¢/user fee would be a means to generate revenue to the upkeep and maintenance of the Centennial Trail.

COPYING DOCUMENTS: The current cost for copying is \$.05/page. Over the 20 years since this fee was established, the cost of materials and equipment has significantly increased. An example of increased costs compared to 20 years ago, the City used to purchase copiers for approximately \$4,000; today, the purchased cost is approximately \$12,000. Thus, to help cover the current costs for copying, staff is requesting that the fee be increased to \$.10/page.

WATER FEES:

Charges for replacing damaged property (meter lids, hydrants, etc.)*

Old charge: Actual invoice cost plus labor

New charge: Actual invoice cost plus labor

This charge has historically been made but may not have authorizing Council policy to back it up.

Purpose: When public property is damaged and there is no question as to who is responsible we will bill the party causing the damage. We have done this for many years but would like to formalize the process with Council action. Typically these charges are assessed where someone has hit and damaged a fire hydrant. Occasionally someone will damage a meter box through negligence or vandalism. This category would also include vandalism against our tanks, wells, and other facilities. We do not typically bill for items (especially meter box lids) that need replacement due to normal use or where we cannot clearly identify the person causing the damage.

Justification: We do not want the rate payers to have to subsidize repairs where the need for the repairs has been caused by vandalism, negligence, or misuse and where the responsible party is known.

After hours call out charges:

Existing fees: \$57.00* and \$28.50**

Proposed fees: \$80.00* and \$40.00**

Purpose: These fees cover call outs after normal working hours. The original fee was approved by the Council approximately ten years ago. The fee covers the overtime incurred to call someone back in during off hours. The Council, in setting up the original charges, opted to only charge 50% where the need for the call out was caused by leaks or other emergency problems that could not have reasonably been predicted by the customer.

Justification: The personnel costs have risen over the past ten years. This changes updates the fee to match the actual cost.

*Where the call out was after hours due to customer not making appropriate prior arrangements.

**Where the call out was caused by leaks or other problems that could not have reasonably been predicted by the customer.

Water Hook Up Fees:

Size	Existing	Proposed
¾" meter:	\$1,200	\$1,930
1" meter:	\$1,200	\$2,050
1 ½" meter:	\$1,850	\$4,280
2" meter:	\$2,200	\$4,580

Purpose: This fee is charged when a customer asks us to install a water service. The fee includes tapping the main, running the service line to the box, installing the meter (and ancillary items) and running the pipe out from the back of the meter box. The customer always has the option of hiring their own plumber to do this work. The hook up fees were last updated approximately 10 years ago. A cost breakdown is attached to this report.

Justification: Material and labor costs have risen since this fee was last updated. Having the fee too low creates a subsidy from existing customers towards new customers. It also creates unfair competition against local plumbers who cannot compete with the currently outdated fee.

Asphalt Patching Fee:

Existing fee: \$360

Proposed fee: \$950

Purpose: This pays for patching of streets when we create new hookups. It is only charged when patching is required.

Justification: The fee is based on the actual average patching cost. Asphalt cost have risen sharply in the last year.

Bulk Water Setup fees:

New fee: Third and subsequent requests to move a bulk water station will be \$40 each.

Purpose: This covers personnel costs for us to move the fill stations. We include two setups in the bulk water fees.

Justification: We have had problems with some users of the bulk water stations who are asking us to move the station up to several times a day. This charge will help recover the costs of repeatedly moving the station and will encourage the bulk station users to be reasonable in their requests for moving the stations.

Portable Bulk Water Stations Deposits:

Existing deposit: \$600

Proposed deposit: \$1,000

Purpose: This damage deposit is intended to cover the costs to repair broken items in the portable bulk stations. The actual cost for replacement is \$1,700 but we are trying to keep the deposit as low as we can. (We have only had one case where the entire station needs to be replaced). We will be billing the costs beyond the damage deposit in that case and are hopeful that the contractor will pay the full amount without us needing to take further enforcement action. When stations are returned they are inspected. If the station is in good working order the full deposit is refunded. If only parts of the station are damaged we deduct the applicable required amount(s) and refund the rest. In a case where the entire station would need to be replaced, we will bill the actual replacement cost, over and above the damage deposit amount.

Justification: On occasion a contractor will damage part of a bulk station through carelessness or misuse. This deposit allows us to fund the repairs without needing to take further action to collect the money from the user of the station.

Tag / Reconnect Fees:

Old fee: \$20.00

New fee: \$25.00

Purpose: Every time we tag a property for non-payment and every time we turn a service back on after it has been turned off for non-payment it incurs personnel costs. This fee recovers some of that cost. The fee has been unchanged for approximately 10 years.

Justification: We are merely updating this fee to reflect higher personnel costs.

Special Read Fees:

Old fee: None is currently being collected although we may be authorized to charge \$10

New fee: \$25.00

Purpose: This fee is for special meter readings beyond ones that we would normally do. The typical situation is where a landlord is wanting an extra meter reading.

Justification: There are personnel costs incurred in making these reads. We are proposing that these fees match the tag fees.

DESIGN REVIEW FEES: The Planning Department is requesting the establishment of Design Review Process fees. The first fee is for review of development proposals by the Design Review Commission. The proposed \$100 fee is for notification of three design review meetings (cost of 3 mailings, posting material/printing 3, and publication) This fee does not capture staff time as it was council's desire to keep these costs as low as practical to applicants. The second fee is for appeal of Design Review Decision. The proposed \$200 fee is for the appeal of a Design Review Decision. (This is the same as the existing appeal cost of Planning Commission Decision)

FEES IN LIEU OF PARKING: Staff is proposing implementation of the Rich and Associates (parking consultant) recommendations. The fee is designed to be within 20% of the market value of the land with the property value per square foot multiplied by 350 square feet (the size of a parking stall and a portion of the access drive). The proposed Downtown in lieu of parking space fee would be \$10,000.00 per parking space. The Downtown property valuation analysis: $\$33.45/\text{sf} \times 350\text{sf} = \$11,707.50$. (Property

valuation determined by reviewing tax assessed valuations.) The proposed Midtown fee would be \$5,000.00 per parking space. The Midtown property valuation analysis \$14.79/sf X 350sf = \$5,176.50

Additionally, the Downtown fees in lieu recommendations are: 1) One (1) to eight (8) parking spaces required may be met by paying for all spaces in lieu. 2) Nine (9) to twenty (20) parking spaces required may be met by paying for 60% (rounded up to the next space) in lieu. 3) Twenty-one (21) to forty (40) parking spaces required may be met by paying for 50% (rounded up to the next space) in lieu.

Midtown fees in lieu recommendation are: 1) One (1) to eight (8) parking spaces required may be met by paying for all spaces in lieu. 2) Nine (9) to twenty (20) parking spaces required may be met by paying for 60% (rounded up to the next space) in lieu.

FINANCIAL ANALYSIS: By adjusting the above-noted fees, the cost is being charged directly to the individuals benefiting from the programs/services which thus reduces the burden on the general property tax payers.

RECOMMENDED ACTION: Staff recommends Council adopt Resolution 08-064 approving the recommended rates as presented.

RESOLUTION NO. 08-064

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING AND AMENDING CERTAIN CITY FEES.

WHEREAS, the City of Coeur d'Alene is authorized by law to establish reasonable fees for services provided by the City or administrative costs incurred by the City; and

WHEREAS, the City Council has determined that reasonable adjustments to certain City fees are necessary, all as set forth below in this Resolution; and

WHEREAS, the City Council is authorized to establish and adjust these fees by Resolution; and

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

BE IT RESOLVED, that effective January 1, 2009, the following amended fees will be in effect:

Establishing Police and Fire Regional Training Facility Fees as follows:

- Audio/Visual Classroom - \$35/hr. (\$150/day)
- Maneuvers/Mat Room - \$25/hr. (\$110/day)
- Weight Room - \$25/hr. (\$110/day)
- Training Tower - \$50/hr. (\$300/day)
- Live Fire training - \$75/hr. (\$300/day)
- Training Grounds - \$25/hr. (\$100/day)
- Additional \$50 Maintenance Fee for Non-Business Hours Facility Use
- \$50 cancellation fee

Amending Police Fingerprinting Fees from \$5.00 for first card and \$5.00 for second card to \$10.00 for first card and \$5.00 for second card

Amending Animal Fine for Running at Large from \$50.00 to \$75.00

Amending Dog Fine for No Current License from \$50.00 to \$75.00

Creating a Television Programming/Production Fee of \$50/hr.

Creating a 50¢/user fee for activities that use the Centennial Trail

Creating a Taxicab Vehicle Change Re-license Fee of \$10.00

Amending copying costs from 5¢ to 10¢ per page

**Establishing a \$100 Design Review Fee
Establishing a \$200 Fee for the Appeal of Design Review Decisions**

**Amending the Fees for Water Use from
the existing fees as follows:**

Water Hookup Fees:

3/4" meter from \$1,200 to \$1,930

1" meter from \$1,200 to \$2,050

1 1/2" meter from \$1,850 to \$4,280

2" meter from \$2,200 to \$4,580

After Hours Call Out Charge from \$28.50 to \$40.00 and \$57.00 to \$80.00

Asphalt Patching Fee from \$360 to \$950

A New Bulk Water Setup Fee for 3rd and subsequent requests to move station - \$40.00

Bulk Water Setup Fees from \$600.00 to \$1,000.00

Tag/Reconnect Fees from \$20.00 to \$25.00

Special Read Fees from \$10.00 to \$25.00

Creating a new fee for Replacing Damaged Property (meter lids, hydrants, etc.) of actual invoice cost plus labor

Proposed Fees in lieu of parking spaces:

Downtown fee to be \$10,000.00 per parking

Midtown fee to be \$5,000.00 per parking space

Amending/Establishing Certain Garbage Fees:

32 Gallon Residential Cart Service from \$6.75 to \$7.15 per month

Commercial 1-Can (Customer-owned) Service from \$3.95 to \$4.80 per month

Establishing new fees for Locking/Opening Gates at \$2.50/pick up

Establishing a new commercial 32-Gallon Cart Service at \$4.80/month plus cart fee

Establishing a new commercial 65-Gallon Cart Services at \$9.60/month plus cart fee

DATED this 4th day of March, 2008.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

_____ was absent. Motion _____