



Coeur d'Alene

CITY COUNCIL MEETING

September 15, 2015

MEMBERS OF THE CITY COUNCIL:

Steve Widmyer, Mayor

Council Members Adams, Edinger, Evans, Gookin, McEvers, Miller

PRESENTATIONS



Looking Glass Academy

Creating a new vision for walkability in your community

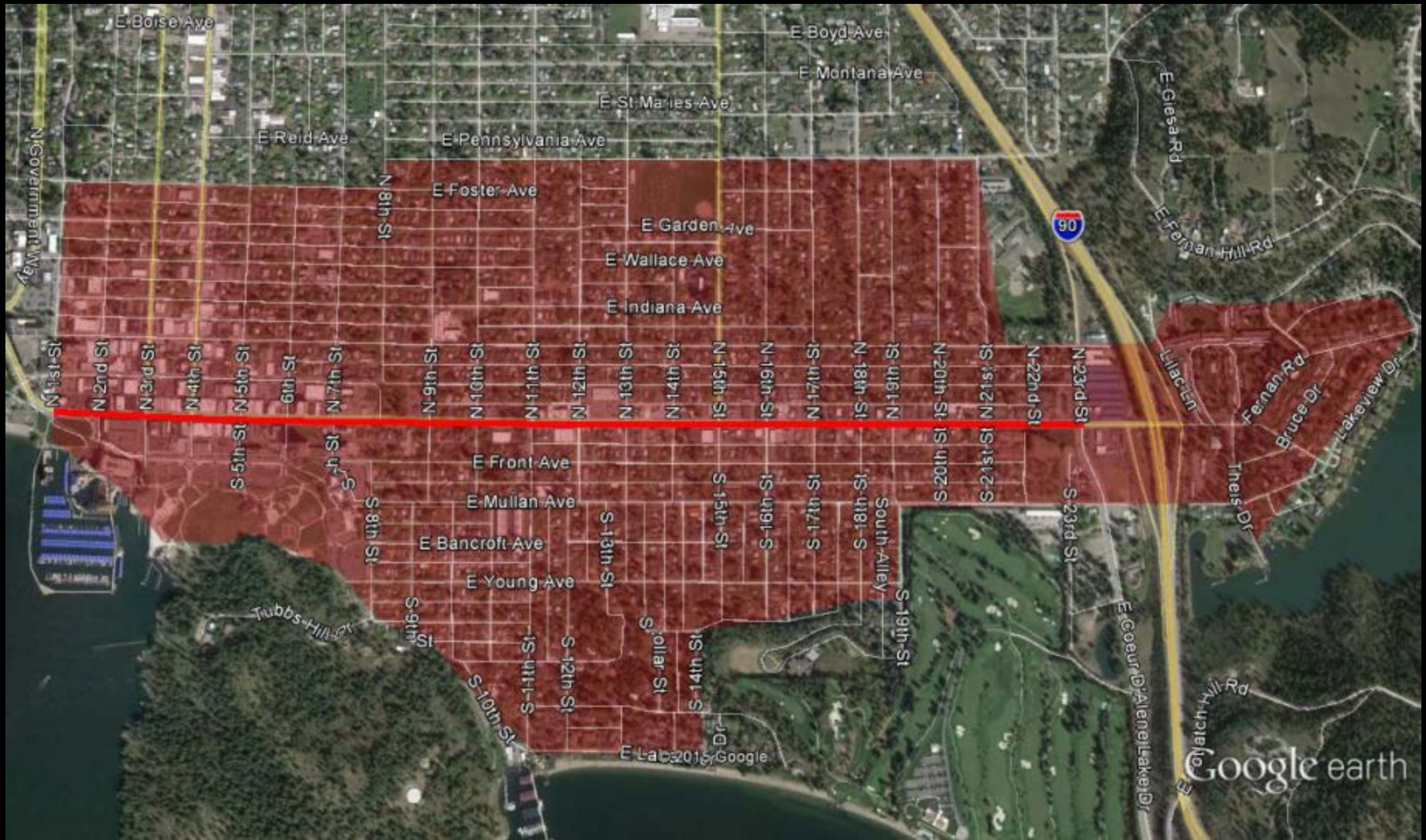


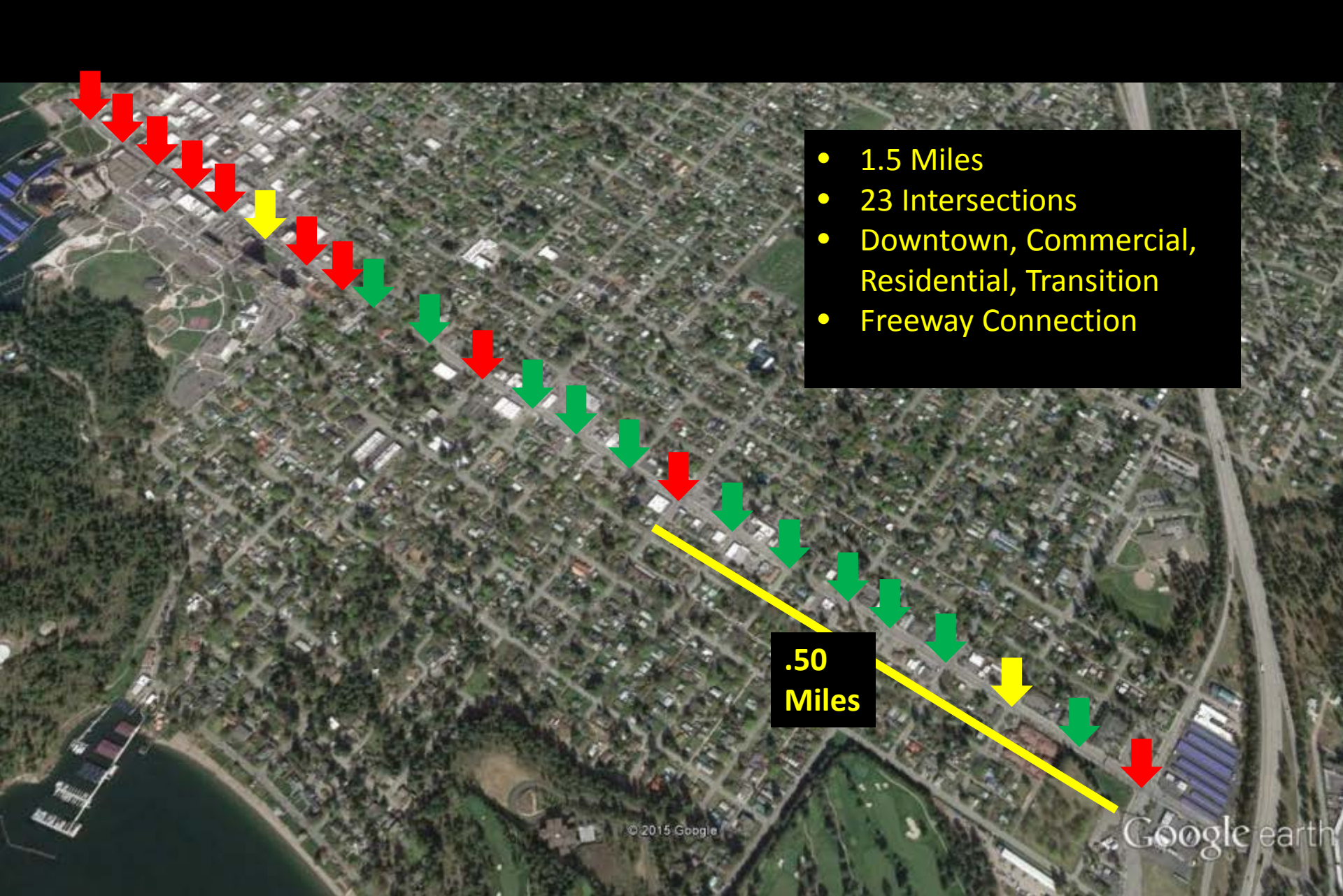
Chris Danley

Vitruvian Planning

Boise, ID




Sherman Avenue Walk Audit





- 1.5 Miles
- 23 Intersections
- Downtown, Commercial, Residential, Transition
- Freeway Connection

**.50
Miles**

 Signalized X-ING
  Marked X-WALK
  Unmarked X-WALK

CITY OF COEUR D'ALENE COMPLETE STREETS POLICY

Introduction

A “complete” street addresses the needs of all users. Motorists, pedestrians, bicyclists, and transit riders of all ages and abilities can be safely accommodated within the overall street network. Planning for this diverse user group requires consideration of many of the following elements:

1. Appropriately sized travel lanes for cars, trucks, and delivery/emergency service vehicles;
2. Sidewalk space for pedestrians;
3. Bike lanes or bike routes;
4. Transit facilities and routes;
5. On-street parking;
6. Median use for traffic flow, safety, and pedestrian refuge;
7. Adequate buffer areas for pedestrian safety, utility placement, and possible landscaping;
8. Visually appealing landscaping or hardscaping adding shade and pedestrian protection and;
9. Land uses that generate and warrant such treatments.

What I saw...

- Land Use



What I saw...

- Pedestrian Realm, Corridor



What I saw...

- Pedestrian Realm, Crossing



What I saw...

- Pedestrian Realm, ADA



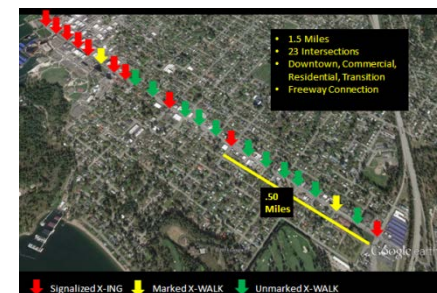
What I saw...

- Bicycle Realm



Recommendations

- Reduce speed limit for the entire corridor through DESIGN.....(.5 Mile, 20 second difference)
- Buffered bike lanes ideal, 6' bike lanes acceptable
- Increase number of crossings
- Adopt Continental or Ladder Style Crossings
- Retime the crossings based on context
- Embrace ITS technologies for signals
- Enforce city code



Questions?

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

September 1, 2015

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room September 1, 2015 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

Amy Evans) Members of Council Present
Dan Gookin)
Kiki Miller)
Steve Adams)
Woody McEvers)
Loren Ron Edinger)

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

PLEDGE OF ALLEGIANCE: The pledge of allegiance was led by Councilmember Adams.

CONSENT CALENDAR: **Motion** by Miller, second by Adams to approve the consent calendar.

1. Approval of Council Minutes for August 18, 2015.
2. Approval of Bills as Submitted.
3. Setting of General Services and Public Works Committees meetings for September 7, 2015 at 12:00 noon and 4:00 p.m. respectively.
4. Approval of Beer/Wine License for Shopko Stores Operating Co. LLC., 217 W. Ironwood Drive (new)
5. Approval of Beer/Wine License for Gambrinus LLC., 225 W. Appleway Avenue (new); Laura and Doug Nelson
6. Approval of transfer of Cemetery Lot 12, Block 21, Section G, Forest Cemetery from David Wiks to Estelle Wiks-Duggan
7. Resolution No. 15-043 - A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AGREEMENT TO PERFORM SUBDIVISION WORK WITH LAKE FOREST, LLC., MICHAEL P. FITZGERALD, SENIOR MEMBER, FOR LAKE FOREST WEST 1ST SUBDIVISION.

ROLL CALL: Miller Aye; McEvers Aye; Gookin Aye; Evans Aye; Adams Aye; Edinger Aye.
Motion Carried.

PUBLIC COMMENTS:

TAXI LICENCES: Randy Tetzner, Coeur d'Alene, expressed concern regarding taxis licensed within Coeur d'Alene. Recently he found several taxi companies had improper insurance coverage. He is concerned with the safety of citizens. It costs approximately \$3,400 to insure one taxi per year, so those violating the law are getting an unfair competitive advantage. He would like to see more stringent revocation of licenses for these violations. Councilmember Gookin explained that the City is working on revising these regulations and staff can inform Mr. Tetzner regarding any upcoming meetings on the issue.

PARKS KUDOS: Tina Johnson, Coeur d'Alene, said she has recently been to other communities and has witnessed how much better maintained our city parks are than many other cities. She has been to all but three city parks and appreciates them all. She thanked the Parks Department for their hard work and great maintenance of the parks.

MID-TOWN: Gregg Johnson, Coeur d'Alene, represents the midtown property owners. He said that 60 days ago the urban renewal agency informed them that the proposed project had been stalled. He is hoping that they start from square one and that they are open to all new ideas from a museum to art theater, to open space. He would like the project to be the right fit for the neighborhood. He expressed frustration with communication with the urban renewal agency.

APPOINTMENT: Mayor Widmyer asked for the Appointment of Joseph Sonnen to the Pedestrian Bicycle Committee.

MOTION: Motion by Gookin, seconded by McEvers to approve the appointment of Joseph Sonnen to the Pedestrian Bicycle Committee. **Motion carried.**

Mayor Widmyer noted that his mother was in the hospital and wished her a speedy recovery.

RESOLUTION NO. 15-044

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO
AUTHORIZING AN AMENDMENT TO THE ADOPTED 2010 TRAILS MASTER PLAN.

STAFF REPORT: Trails Coordinator Monte McCully explained that an amendment was needed to the 2010 Trails Master Plan to allow for the addition of bike lanes from Government Way to Honeysuckle on Kathleen Avenue. The street overlay has recently been completed so this is an opportune time to add the bike lanes. This will provide a connection to the several trails that already exist.

MOTION: Motion by Gookin, seconded by Evans, to approve **Resolution No. 15-044** Authorizing an amendment to the 2010 Trails Master Plan.

DISCUSSION: Councilmember Gookin expressed a desire to complete the portion of bike lane on Kathleen Avenue near Home Depot but understands the need to widen the street first. Mr. McCully clarified that no parking would be removed with this project and the Pedestrian Bicycle Committee wanted to bring this forward with a future plan amendment; however, the overlay provided a current opportunity.

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

RESOLUTION NO. 15-045

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A JOINT POWERS SUBSCRIBER AGREEMENT WITH ICRMP TO FULLY INSURE THE CITY OF COEUR D'ALENE FOR LIABILITY AND PROPERTY DAMAGE AND REJECTING THE ADDITIONAL TERRORISM COVERAGE AND SHARE IN THE COVERAGE PROCURED FOR ALL ICRMP MEMBERS.

STAFF REPORT: Finance Director Troy Tymesen recommended entering into this agreement for the second year and membership costs for fiscal year 2015-16 will be \$349,466.00. ICRMP has assured the City that historically and going forward it intends to keep increases moderate and reasonable. ICRMP's liability insurance limits are \$2,000,000 per occurrence and \$5,000,000 in total aggregate, and all members have a deductible of \$5,000 per incident. ICRMP offers many and varied resources for employee training and sample policies to educate and reduce risk. The increase for this year is \$12,598.00. He explained that the plan is not customizable, other than the terrorism coverage, which would be an additional cost of \$167,000.00.

MOTION: Motion by Adams, seconded by Edinger to approve **Resolution No. 15-045** Approving a Joint Powers Subscriber Agreement with ICRMP to fully insure the city for liability and property damage and rejecting the additional terrorism coverage and share in the coverage procured for all ICRMP members.

DISCUSSION: Councilmember McEvers asked for clarification regarding what the terrorism coverage would include. Mr. Tymesen explained that it would be a terrorist causing damage to structures and/or causing liability.

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

COUNCIL BILL NO. 15-1016 **Ordinance No. 3516**

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, VACATING A WATER LINE EASEMENT IN THE RIVERSTONE WEST SILVER PLAT SUBDIVISION, RECORDED IN BOOK "K" OF PLATS, PAGE 483, RECORDS OF KOOTENAI COUNTY, GENERALLY DESCRIBED AS A 20.0 FEET WIDE WATER LINE EASEMENT LYING IN THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 50 NORTH, RANGE 4 WEST OF

THE BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

MOTION: Motion by McEvers, seconded by Gookin, to pass the first reading of Council Bill No. 15-1016.

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

MOTION: Motion by McEvers, seconded by Edinger, to suspend the rules and to adopt Council Bill 15-1016 by its having had one reading by title only.

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

COUNCIL BILL NO. 15-1017
Ordinance No. 3514

AN ORDINANCE ENTITLED "THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015" APPROPRIATING THE SUM OF \$85,862,812 TO DEFRAY THE EXPENSES AND LIABILITIES OF THE CITY OF COEUR D'ALENE FOR SAID YEAR; LEVYING A SUFFICIENT TAX UPON THE TAXABLE PROPERTY WITHIN SAID CITY FOR GENERAL REVENUE PURPOSES FOR WHICH SUCH APPROPRIATION IS MADE; LEVYING SPECIAL TAXES UPON THE TAXABLE PROPERTY WITH SAID CITY FOR SPECIAL REVENUE PURPOSES WITHIN THE LIMITS OF SAID CITY OF COEUR D'ALENE, IDAHO; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE HEREOF.

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

Section 1

That the sum of \$85,949,225 be and the same is hereby appropriated to defray the necessary expenses and liabilities of the City of Coeur d'Alene, Kootenai County, Idaho, for the fiscal year beginning October 1, 2015.

Section 2

That the objects and purposes for which such appropriations are made are as follows:

GENERAL FUND EXPENDITURES:	
Mayor and Council	\$247,345
Administration	305,263
Finance Department	798,078
Municipal Services	1,587,774

Human Resources	264,861
Legal Department	1,200,180
Planning Department	558,908
Building Maintenance	497,773
Police Department	13,272,575
Drug Task Force	29,710
ADA Sidewalks	
COPS Grant	
Fire Department	13,567,735
General Government	49,250
Engineering Services	1,306,016
Streets/Garage	2,898,101
Parks Department	1,973,062
Recreation Department	723,984
Building Inspection	937,133
TOTAL GENERAL FUND EXPENDITURES:	\$40,217,748
SPECIAL REVENUE FUND EXPENDITURES:	
Library Fund	\$1,509,151
Community Development Block Grant	529,424
Impact Fee Fund	1,842,000
Parks Capital Improvements	524,000
Annexation Fee Fund	
Insurance / Risk Management	372,000
Cemetery Fund	304,272
Cemetery Perpetual Care Fund	127,500
Jewett House	29,355
Reforestation/Street Trees/Community Canopy	103,500
Arts Commission	7,300
Public Art Funds	324,000
TOTAL SPECIAL FUNDS:	\$5,672,502
ENTERPRISE FUND EXPENDITURES:	
Street Lighting Fund	\$584,150
Water Fund	8,310,421
Wastewater Fund	16,265,161
Water Cap Fee Fund	850,000
WWTP Cap Fees Fund	2,500,000
Sanitation Fund	3,737,479
City Parking Fund	167,896
Drainage Fund	1,257,307

TOTAL ENTERPRISE EXPENDITURES:	\$33,672,414
FIDUCIARY FUNDS:	\$2,661,900
STREET CAPITAL PROJECTS FUNDS:	2,842,000
DEBT SERVICE FUNDS:	882,661
GRAND TOTAL OF ALL EXPENDITURES:	\$85,949,225

Section 3

That a General Levy of \$17,658,461 on all taxable property within the City of Coeur d'Alene be and the same is hereby levied for general revenue purposes for the fiscal year commencing October 1, 2015.

Section 4

That a Special Levy upon all taxable property within the limits of the City of Coeur d'Alene in the amount of \$2,839,529 is hereby levied for special revenue purposes for the fiscal year commencing October 1, 2015.

Section 5

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

Section 6

This ordinance shall take effect and be in full force upon its passage, approval and publication in one (1) issue of the Coeur d'Alene Press, a newspaper of general circulation published within the City of Coeur d'Alene and the official newspaper thereof.

STAFF REPORT: Mr. Tymesen explained that the financial plan is an estimate of revenues and expenditures (including interest and principal payments on debt) for the upcoming year. The expenditures are classified by department as well as by fund or service and the revenues are classified by source. Included in the budget are actual revenues and expenditures from the prior two fiscal years, budgeted revenues and expenditures for the current fiscal year, and proposed revenues and expenditures for the upcoming fiscal year. He reviewed the previous budget and tax increases, revenues, and expenses. The Fund Balance is currently at \$6,100,000, which is 14.5% of expenditures. The revenues proposed include a 1.75% increase in property tax revenue, no foregone property taxes, and \$827,349 in new growth property taxes. The proposed budget includes 21.09 new full time equivalent staff positions.

DISCUSSION: Councilmember Gookin questioned the effect of moving the street light fund fee to being paid out of the General Fund. Mr. Tymesen explained that it is approximately

\$584,000, so if it were moved to the General Fund expenses would need to be cut to cover it as the high water mark has already been set. He further clarified that a revenue source would need to be determined to cover the expense. City Attorney Mike Gridley explained that under Idaho Code the City can collect a fee for services, for example, water and sewer as opposed to a tax. The street light utility was legally established and it is justified by all citizens use the lighting. Mr. Gridley clarified that if it was moved to the General Fund it would make more of a burden to the property owners. Mr. Tymesen explained that there has been a \$194,787 increase in projected revenue from the State than they projected earlier. Councilmember Gookin expressed a desire to adjust the property tax increase accordingly. Councilmember Miller asked for clarification regarding the effect that a large fund balance has on the interest rates the City is able to get. Mr. Tymesen explained that the GFA recommends several months of cash reserves on hand, which should be in the double digit percentages. Councilmember Edinger asked what the difference in property tax increase would be if it were adjusted according to the new revenue figures. Mr. Tymesen clarified that it would be approximately .75%. Councilmember Adams asked how the City could get to no property tax increase. Mr. Tymesen stated that the remaining funds needed could come from the Fund Balance and/or hiring at a slower pace throughout the year rather than on October 1. He clarified that there are some risks in taking the remaining amount from Fund Balance as the bulk of the expenditures are for on-going personnel costs. He looks to continued growth and slow hiring to help cover the Fund Balance.

PUBLIC COMMENTS:

Susan Snedaker, Coeur d'Alene, expressed disappointment that the budget only reflected an increase in code enforcement to a part-time person. She believes that it should be funded to allow for more pro-active enforcement. She expressed concern regarding the public art fund and questioned the need for \$5,000 in education and training, when there are pieces that need maintenance. Total revenue is \$101,000 for maintenance and she requested the Council sunset the collection of the fee for a while. Councilmember Edinger explained that the public art fund is funded from public works construction projects and is a designated fund so it can't be used for other items.

Councilmember Edinger asked if the City is collecting money for moorage and launch fees. Mr. Tymesen explained that there are pay boxes that are on the honor system, and they are monitored by Diamond. He further explained that the launch was not originally in the new design and so the fees cannot be collected the same way as they were in the past. Councilmember Adams noted that the art fund is established by ordinance and could be repealed.

Larry Spencer, Post Falls, noted that he sent an e-mail to the Mayor and Council regarding the legality of collecting street light fees. The City of Sandpoint City Attorney determined that there was no legal authority for them to collect a fee. The cities of Rathdrum and Post Falls have received information from their attorney that the fee could be challenged and likely overturned. He clarified the difference between a fee and a tax, with a fee only benefitting the person paying the fee, otherwise it is a tax. He noted that the City of Seattle had to refund \$18,000,000 because a street light benefits all people not just one. He expressed concern with City Councils taking their legal advice without question.

Councilmember Gookin asked staff to contact the City of Sandpoint for information. Mr. Gridley noted that the Council could repeal the ordinance and thereafter would need to amend the budget accordingly. He clarified that there has not been an Idaho Supreme Court case regarding the constitutionality of a street light fee and explained the benefit of the street lights and that a rational analysis has been completed.

MOTION: Motion by Gookin, seconded by Miller to propose a zero percent property tax increase in the appropriation ordinance; using the newly projected state revenue and \$134,646 from the Fund Balance to make up the difference in revenue.

DISCUSSION CONTINUED: Councilmember Adams expressed appreciation for being able to make the budget balance without a property tax increase so he would be in favor of the motion. Councilmember Edinger asked if the \$134,646 could be paid back to the Fund Balance throughout the year. Mr. Tymesen explained that the Fund Balance could be replenished depending upon variables throughout the year, but he does not assume pay back at this time. Councilmember Gookin commented that the City is affected by Urban Renewal Agencies (URA), as funds are not given to the City during their term and that upon retiring of the URA district the City will get a boost in income. Mayor Widmyer noted that staff and previous administrations have strengthened the City so that it is in a position to bring forward a zero percent property tax increase and thanked all of those that have put in the hard work over the years.

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

MOTION: Motion by Gookin, seconded by: Edinger, to pass the first reading of **Council Bill No. 15-1017.**

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

MOTION: Motion by Gookin seconded by McEvers, to suspend the rules and to adopt Council Bill 15-1017 by its having had one reading by title only.

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

V-15-3– VACATION OF A PORTION OF EXCESS E. SHERMAN AVENUE RIGHT-OF-WAY ADJOINING THE NORTHERLY BOUNDARY OF LOTS 1 AND 2, BLOCK A OF THE BOUGHTON AND KELSO ADDITION PLAT.

STAFF REPORT: Engineering Project Manager Dennis Grant explained that the applicant has requested the vacation of a portion of city owned right-of-way that adjoins the northerly boundary of their property on the south side of 8th Street and Sherman Avenue, specifically known as 728 E. Sherman Avenue. The right-of-way was dedicated to the City in 1903. The existing Sherman Avenue right-of-way fronting this parcel is wider than the parcels abutting this

property and is therefore not needed. The vacation area contains street trees and the property owner has agreed to provide a street tree easement. Forty-four notices were mailed out and three (3) responses were received; one each for, against, and neutral.

Mayor Widmyer called for public comments with none being received.

DISCUSSION: Councilmember Miller explained that after the Public Works Committee meeting she noted the street trees within the right-of-way. She learned that Urban Forestry was unaware of the vacation and asked them to become involved which resulted in a tree easement. She requested that all affected departments be involved in the comments to the staff report on future vacation requests.

MOTION: Motion by Adams, seconded by Evans to approve V-15-3 – Vacation of a portion of excess E. Sherman Avenue right-of-way adjoining the northerly boundary of Lots 1 and 2, Block A of the Boughton and Kelso Addition Plat.

ROLL CALL: Miller Aye; McEvers Aye; Edinger Aye; Gookin Aye; Evans Aye; Adams Aye.
Motion Carried.

V-15-5– VACATION OF A PORTION OF EXCESS GOVERNMENT WAY RIGHT-OF-WAY ADJOINING THE WESTERLY BOUNDARY OF LOT 1, BLOCK 1 OF THE GOVERNMENT WAY COMMERCIAL PARK PLAT.

STAFF REPORT: Engineering Project Manager Dennis Grant explained that the applicant has requested the vacation of a portion of excess Government Way right-of-way adjoining the westerly boundary of Lot 1, Block 1 of the Government Way Commercial Park Plat (1410 Government Way). This right-of-way was originally dedicated to the City with the Fort Sherman Abandoned Military Reserve Plat. This property contains street trees so an easement will be provided to the City. Twenty notices were mailed out and one (1) response was received that was marked neutral.

Mayor Widmyer called for public comments with none being received.

MOTION: Motion by McEvers, seconded by Adams to approve V-15-5 – Vacation of a portion of excess Government Way right-of-way adjoining the westerly boundary of Lot 1, Block 1 of the Government Way Commercial Park Plat.

ROLL CALL: McEvers Aye; Edinger Aye; Gookin Aye; Evans Aye; Adams Aye; Miller Aye;
Motion Carried.

ADJOURNMENT: Motion by Evans, seconded by Adams that there being no other business this meeting be adjourned. **Motion Carried.**

The meeting adjourned at 7:23 p.m.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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 \$ 31.25
 Rec No 873168
 Date 09/04/15
 Date to City Council: 9/15/2015
 Reg No. _____
 License No. _____
 Rv _____

Date that you would like to begin alcohol service Sept 16, 2015

Check the ONE box that applies:

_____	Beer only (canned and bottled) not consumed on premise	\$ 50.00 per year
✓	Beer and Wine (canned and bottled) not consumed on premise	\$250.00 per year
_____	Beer only (canned and bottled only) consumed on premise	\$100.00 per year
_____	Beer and Wine (canned and bottled only) consumed on premise	\$300.00 per year
_____	Beer only (draft, canned, and bottled) consumed on premise	\$200.00 per year
_____	Beer and Wine (Draft, canned, and bottled) consumed on premise	\$400.00 per year
_____	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
Check one box below		
X	Transfer of ownership of a City license from <u>Get & Go</u> to <u>CTB LLC dba Get & Go</u> with current year paid For fee add the following : Beer-to go <u>only \$6.25</u> Beer- Can, Bottled only Consumed on premise \$12.50 Beer- Draft, can, bottled COP \$25 Wine additional <u>\$25</u> Liquor \$25	Total \$ <u>\$31.25</u>
_____	New Application	

Name of Applicant :	<u>CTB LLC dba Get & Go Convenience Store</u>
Name of business where alcohol will be served	<u>CTB LLC Get and Go Convenience Store</u>
Business Physical Address	<u>270 E. Neider Ave</u>
Business Mailing Address	<u>As Above</u>
Business Contact	Business Telephone : <u>208-659-7073</u> Fax: Email address: <u>pollensource@gmail.com</u>
If Corporation, partnership, LLC etc. List all members/officers	<u>Dave C. Clark</u> <u>Ruth E. Leib</u>

RESOLUTION NO. 15-046

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVING AN AMENDMENT TO THE KOOTENAI COUNTY MULTI-JURISDICTIONAL ALL HAZARD MITIGATION PLAN; APPROVING S-3-12, COEUR D'ALENE PLACE 25TH ADDITION, FINAL PLAT, SUBDIVISION AGREEMENT AND BOND SECURITY APPROVAL; APPROVING A STREET TREE EASEMENT AGREEMENT WITH TOMBSTONE INVESTMENTS, LLC; AND APPROVING A STREET TREE EASEMENT AGREEMENT WITH IDAHO CENTRAL CREDIT UNION.

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 "A through D" and by reference made a part hereof as summarized as follows:

- A) Adopting the 2015 Kootenai County Multi-Jurisdictional All Hazard Mitigation Plan (excerpts attached) with the full plan on file in the office of the Coeur d'Alene Fire Chief;
- B) Approving S-3-12, Coeur d'Alene Place 25th Addition, Final Plat, Subdivision Agreement and Bond Security approval;
- C) Approving a Street Tree Easement Agreement with Tombstone Investments, LLC;
- D) Approving a Street Tree Easement Agreement with Idaho Central Credit Union;

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 "A through D" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements 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 15th day of September, 2015.

Steve Widmyer, Mayor

ATTEST

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER ADAMS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

City of Coeur d'Alene

FIRE DEPARTMENT

“City of Excellence”

Staff Report

Date: September 10, 2015

From: Jim Washko, Deputy Chief

Re: Kootenai County “All Hazard Mitigation Plan

DECISION POINT:

To accept the Kootenai County All Hazard Mitigation Plan as revised from November 2009.

HISTORY:

The Kootenai County “All Hazard Mitigation Plan” was developed in 2008/2009 to provide information relative to the hazards and vulnerabilities facing the residents of Kootenai County. The plan is designed to interface with the State of Idaho’s Multi-Hazard Mitigation Plan, 2007. It integrates the KC Fire Mitigation Plan, the KC Flood Mitigation Plan, the KC Comprehensive Plan and is formulated in support of the FEMA National Flood Insurance Program. This was all done to provide information an acceptance from FEMA for hazard and mitigation grant services if and when needed.

FINANCIAL ANALYSIS:

Being a part of this plan which has been accepted by the Idaho Bureau of Homeland Security (IBHS) and the Federal Emergency Management Agency (FEMA) gives us as a city the opportunities for federal access to grant funding in major disasters.

PERFORMANCE ANALYSIS:

The city of Coeur d'Alene has been a part of this process from its conception in 2009. The plan is to be revised and upgraded every five years to ensure we are keeping up with the federal requirements and to adjust our need for mitigation and preparation according to our ever changing world and environment. The revision is a more comprehensive with a better structure to be easily understood. Without participating in a planning process such as this would jeopardize the city’s ability to recuperate tax payer funds spent on a major event and could conceivably put the total cost burden back on us.

DECISION POINT/RECOMMENDATION:

To approve with a resolution the adoption of the 2015 Kootenai County “All Hazard Mitigation Plan” as written

CHAPTER 3. CITY OF COEUR D'ALENE ANNEX

3.1 HAZARD MITIGATION PLAN POINT OF CONTACT

Primary Point of Contact

Jim Washko, Deputy Chief
300 E Foster Ave
Coeur d'Alene, ID 83814
Telephone: 208-769-2340
e-mail Address: jwashko@cdaid.org

Alternate Point of Contact

Hilary Anderson, Planning Director
710 E Mullan Ave
Coeur d'Alene, ID 83814
Telephone: 208-769-2300
e-mail Address: handerson@cdaid.org

3.2 JURISDICTION PROFILE

The following is a summary of key information about the jurisdiction and its history:

- **Date of Incorporation**—1887
- **Current Population**—46,402 (2012 American Community Survey)
- **Population Growth**— According to the 2012 Vital Statistics Annual report prepared by the Idaho Department of Health and Welfare, the City of Coeur d'Alene's population increased by 27.9% between April 2000 and April 2010. The City experienced a 3.3% increase in population between April of 2010 and April of 2012. This equates to a 2.25% annualized growth rate between 2000 and 2012.
- **Location and Description**— the City of Coeur d'Alene is located on the northern end of Lake Coeur d'Alene. The lake is fed principally by the St. Joe and Coeur d'Alene Rivers and is drained by the Spokane River. The domestic water is obtained from deep wells in the Spokane Valley-Rathdrum Prairie Aquifer, a huge underground reservoir of high quality, known for its abundant quantity of water. The foothills of the Bitterroot Mountain Range lie to the east of the city. Coeur d'Alene National Forest lands lie to the east and south of the city and are visible from most areas. The city itself has been designated a "Tree City USA" as a result of the management of our urban forest. Year-round outdoor recreational opportunities that utilize our natural surroundings are available regionally and locally. Scenic views and vistas are an abundant, important asset to the community and are highly prized by residents and tourists alike.

The City of Coeur d'Alene is Kootenai County's largest city, with approximately 46,000 residents. It is the County seat. The city has a wide variety of geographic features, including neighborhoods on the Rathdrum Prairie, adjacent hillsides, and lake and riverfront properties.

The City of Coeur d'Alene's Fire Department provides firefighting and emergency medical services, hazardous materials incident response and water rescue services to an area encompassing 16 square miles and approximately 46,000 residents in the City of Coeur d'Alene. The Coeur d'Alene Fire Department is bounded on the north by Northern Lakes Fire District, to the south by Mica Kidd Island Fire District, and to the east and west by the Kootenai County Fire and Rescue. The district serves the City of Coeur d'Alene and North Idaho College, located within its boundaries. The Coeur d'Alene Fire Department is staffed by 48 full-time firefighters/Emergency Medical Technicians.

- **Brief History** — The French name Coeur d’Alene can be traced back to the early 1800s when David Thompson of the North West Trading Company, encountered French-speaking Iroquois already living in the area. Since the Iroquois were familiar with the area, he hired them as guides and scouts. The words, Coeur d’Alene (meaning the “heart of an awl”) may have been the Iroquois’ attempt to describe the sharp trading practices of the local Schitsu’umsh people who were native to the area.

Kootenai County’s original boundaries were established on December 22, 1884. The first county seat was Sin-na-ac-qua-teen, a trading post located on the Clark Fork River (it was later relocated to Rathdrum and again later, to Coeur d’Alene). Fort Coeur d’Alene was established in 1878, and later became Fort Sherman, named after the famous Civil War general. The City of Coeur d’Alene developed near the edge of the fort and within a few years had become a supply point and navigation hub for the mining and timber industry.

In 1910, Coeur d’Alene’s population was 8,000. Six large lumber mills were located in and near Coeur d’Alene. The City boasted 4 banks, 5 hotels, 9 churches, 4 grade schools and a high school, a movie theater, and 2 telephone systems. Four railroads served the city: the Northern Pacific; the Inland Empire Railroad electric line; the Milwaukee Road; and the Spokane International. The city’s major industries were timber, tourism, and agriculture. By the early 1930s Coeur d’Alene was established as Kootenai County’s economic and social center.

- **Governing Body Format** — The City is governed by a mayoral/council form of government with 6 City Council Members and a Mayor all of which are elected to 4 year terms. This body will assume the responsibility for the implementation and adoption of this plan. A City Administrator oversees the day-to-day operations of the City. Services provided by the City include: Police, Fire, Public Services including Public Works, Planning and Parks and Recreation, Water and Wastewater and a public library system.
- **Development Trends** — Coeur d’Alene contains a mixture of century-old residential neighborhoods near the downtown core and newly constructed neighborhoods in the northern portions of the city. Increased property values near Lake Coeur d’Alene have intensified the pressure for infill, redevelopment, and reuse in the areas surrounding the downtown. Commercial uses thrive along transportation corridors. The two major auto oriented transportation routes in Coeur d’Alene are Interstate-90 (east/west) and US-95 (north/south).

Currently, Coeur d’Alene is facing a slowdown in development due to the broader economy and financial markets. A number of projects have been put on hold for the time being. When the aforementioned items improve, the city expects more residential and commercial growth.

Downtown Coeur d’Alene is envisioned to have the highest intensity uses for retail, office, residences, and hotels contained within low-rise, mid-rise and high-rise buildings. The Education Corridor is made up of multiple institutions of higher learning and is being master planned for expansion. The residual shorelines will see expanded pressure for higher density lower stature mixed use development. The Rathdrum prairie will remain primarily lower density residential development with pockets of increased density. Hillsides present many hurdles for development; public sentiment, utilities, ingress/egress, slope/runoff, view shed, and protection from wildfire are just a few of the difficulties regarding growth in such areas. Commercial areas along transportation corridors are expected to increase in density exclusive of expanding much in area due to logistical restraints.

Figure 3-1 is an excerpt from the Coeur d’Alene Comprehensive Plan 2007 and depicts where future growth is anticipated and where there are constraints.

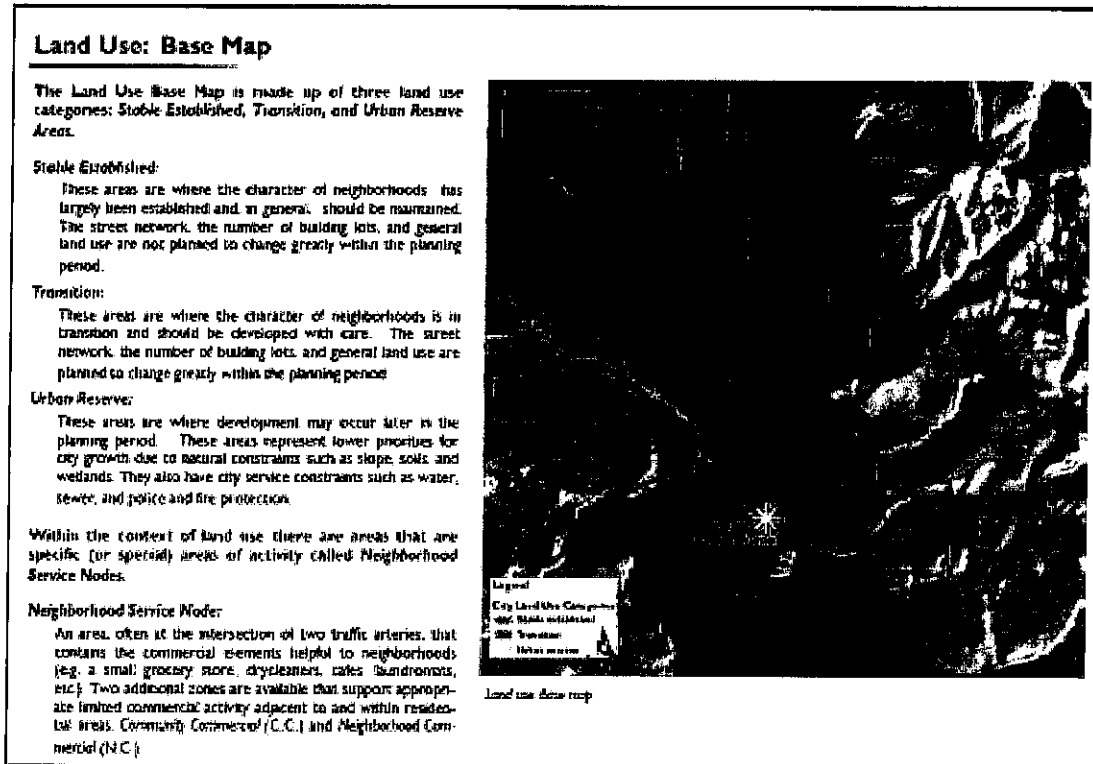


Figure 3-1. Future Growth Areas

Over the last five years there have been several projects that have impacted the City of Coeur d'Alene including:

- McEuen Park \$16 Million
- Sewer Treatment Facility \$32.8 million
- McEuen Tower Condos \$40 million
- WinCo Shopping Center \$5+ million
- Numerous Multiple Apartment complexes
- Continued Residential and Commercial Growth in Riverstone.

Forecasted major projects that will impact the City include:

- One Lake Condo - High Rise - \$40 million
- Kootenai Health Expansion \$57 million
- Winton Elementary School \$7 million
- Gov't Way - Hanley to Prairie \$5.7 million - road improvement
- 15th street - I-90 to Best Avenue \$1.1 million - road improvement
- Atlas Road - \$364,000 - road improvement and widening
- Numerous Multiple Apartment complexes
- Continued Residential and Commercial Growth in Riverstone.

Issues arising from past and forecasted development include:

- increased demand for services Fire, Police, Streets, Parks, Legal, IT;
- Increased call volume for First Responders (Fire/Police);
- Increased sewer volume needing to be treated, thus the major expansions at the Sewer Treatment Facility;
- increased demand for recreation facilities, which places a major responsibility on the Parks and Recreation; and
- Increased demand for trash and recycling.

The civil unrest of the past from the Aryan Nations seems to have settled down after their breakup, but there are still small factions that are bent on creating problems. It also seems that as society as a whole is becoming more prone to violence and any incident or rumor of needs to be monitored and we need to train and prepare for immediate action if violence comes into play.

With the increase in population the use, want and need of infrastructure resources has increased without an increase in employees at this time, which puts more burden on the existing employees and creates delays in action which are scrutinized by the public.

3.3 CAPABILITY ASSESSMENT

An assessment of legal and regulatory capabilities is presented in Table 3-1. An assessment of fiscal capabilities is presented in Table 3-2. An assessment of administrative and technical capabilities is presented in Table 3-3. Information on National Flood Insurance Program (NFIP) compliance is presented in Table 3-4. Classifications under various community mitigation programs are presented in Table 3-5.

TABLE 3-1. LEGAL AND REGULATORY CAPABILITY				
	Local Authority	State or Federal Prohibitions	Other Jurisdiction Authority	State Mandated
Codes, Ordinances & Requirements				
Building Code <i>Comments: International Building Code</i>	Yes	No	No	No
Zoning Code <i>Comments:</i>	Yes	No	No	No
Subdivisions <i>Comments:</i>	Yes	No	No	No
Stormwater Management <i>Comments:</i>	Yes	No	No	No
Post-Disaster Recovery <i>Comments:</i>	No	No	No	No
Real Estate Disclosure <i>Comments:</i>	No	No	No	No
Growth Management <i>Comments: Area of impact</i>	Yes	No	No	No
Site Plan Review <i>Comments: Planning, engineering, water, wastewater, fire, building</i>	Yes	No	No	No
Public Health and Safety <i>Comments: Panhandle Health District</i>	No	No	Yes	No
Environmental Protection <i>Comments: 17.08.1, 17.08.9, 17.08.2 Floodplain, hillside, shoreline</i>	Yes	No	No	No

TABLE 3-1. LEGAL AND REGULATORY CAPABILITY				
	Local Authority	State or Federal Prohibitions	Other Jurisdiction Authority	State Mandated
Planning Documents				
General or Comprehensive Plan	Yes	No	No	No
<i>Is the plan equipped to provide linkage to this mitigation plan?</i>				
		<i>NO</i>		
<i>Comments: Was not considered in 2006- when developed update will link to All Hazard Mitigation Plan. Water department plan is included in capital improvement plan.</i>				
Capital Improvement Plan	Yes	No	No	No
<i>What types of capital facilities does the plan address?</i>				
		<i>Streets, parks, public safety, wastewater-plant and collection systems, water</i>		
<i>How often is the plan updated? Every 5 years for wastewater, every 6-10 for water</i>				
<i>Comments:</i>				
Floodplain or Basin Plan	Yes	No	No	No
<i>Comments: 17.08.100 2010 Revised</i>				
Stormwater Plan	Yes	No	No	No
<i>Comments: 13.30 - 1994</i>				
Habitat Conservation Plan	No	No	No	No
<i>Comments:</i>				
Economic Development Plan	Yes	No	Yes	Yes
<i>Comments: CDA 2030 Visioning Project and Implementation Plan Region 1 Comprehensive Economics Development Strategy (CEDS) 9-25-14 Wastewater - 2013 Ordinance</i>				
Shoreline Management Plan	Yes	No	No	No
<i>Comments: Shoreline Ordinance</i>				
Community Wildfire Protection Plan	Yes	No	No	No
<i>Comments: Standard Operating Procedures</i>				
Response/Recovery Planning				
Comprehensive Emergency Management Plan	Yes	No	No	No
<i>Comments: Kootenai County All Hazard Mitigation Plan</i>				
Threat & Hazard Identification & Risk Assessment	Yes	No	No	No
<i>Comments: EPA Mandated for Wastewater -2013</i>				
Terrorism Plan	Yes	No	No	No
<i>Comments: Fire and law standard operating procedures; IT with document recovery plan</i>				
Post-Disaster Recovery Plan	Yes	No	No	No
<i>Comments: Kootenai County All Hazard Mitigation Plan</i>				
Continuity of Operations Plan	Yes	No	No	No
<i>Comments: Kootenai County All Hazard Mitigation Plan</i>				
Public Health Plan	Yes	No	No	No
<i>Comments: Panhandle Health District</i>				

TABLE 3-2. FISCAL CAPABILITY	
Financial Resources	Accessible or Eligible to Use?
Community Development Block Grants	Yes
Capital Improvements Project Funding	Yes
Authority to Levy Taxes for Specific Purposes	Yes
User Fees for Water, Sewer, Gas or Electric Service	Yes
Incur Debt through General Obligation Bonds	Yes
Incur Debt through Special Tax Bonds	No
Incur Debt through Private Activity Bonds	No
Withhold Public Expenditures in Hazard-Prone Areas	No
State-Sponsored Grant Programs	Yes
Development Impact Fees for Homebuyers or Developers	Yes
Other	TAX INCREMENT FINANCING

TABLE 3-3. ADMINISTRATIVE AND TECHNICAL CAPABILITY		
Staff/Personnel Resources	Available?	Department/Agency/Position
Planners or engineers with knowledge of land development and land management practices	Yes	Planning/Engineering
Engineers or professionals trained in building or infrastructure construction practices	Yes	Engineering/
Planners or engineers with an understanding of natural hazards	Yes	Planning/Engineering
Staff with training in benefit/cost analysis	Yes	Finance
Surveyors	No	
Personnel skilled or trained in GIS applications	Yes	IT/GIS Coordinator/Planning
Scientist familiar with natural hazards in local area	No	Not On Staff
Emergency manager	Yes	Fire
Grant writers	Yes	Parks/Planning/Fire/Police/ Municipal Services

TABLE 3-4. NATIONAL FLOOD INSURANCE PROGRAM COMPLIANCE	
What local department is responsible for floodplain management?	Engineering
Who is your floodplain administrator? (department/position)	City engineer
Are any certified floodplain managers on staff in your jurisdiction?	Yes
What is the date of adoption of your flood damage prevention ordinance?	Revised 2010
When was the most recent Community Assistance Visit or Community Assistance Contact?	N/A
Does your jurisdiction have any outstanding NFIP compliance violations that need to be addressed? <ul style="list-style-type: none"> • If so, please state what they are. 	No
Do your flood hazard maps adequately address the flood risk within your jurisdiction? <ul style="list-style-type: none"> • If no, please state why. 	Yes
Does your floodplain management staff need any assistance or training to support its floodplain management program? <ul style="list-style-type: none"> • If so, what type of assistance/training is needed? 	No
Does your jurisdiction participate in the Community Rating System (CRS)? <ul style="list-style-type: none"> • If so, is your jurisdiction seeking to improve its CRS Classification? • If not, is your jurisdiction interested in joining the CRS program? 	No

TABLE 3-5. COMMUNITY CLASSIFICATIONS			
	Participating?	Classification	Date Classified
Community Rating System	No	N/A	N/A
Building Code Effectiveness Grading Schedule	Yes	4/4	2012
Public Protection - Fire Insurance Rating.	Yes	3	9/2014
Storm Ready	No	N/A	N/A
Firewise	No	N/A	N/A

3.4 JURISDICTION-SPECIFIC NATURAL HAZARD EVENT HISTORY

Table 3-6 lists all past occurrences of natural hazards within the jurisdiction. Repetitive loss records are as follows:

- Number of FEMA-identified Repetitive-Loss Properties: 0
- Number of FEMA-identified Severe-Repetitive-Loss Properties: 0
- Number of Repetitive-Loss Properties or Severe-Repetitive-Loss Properties that have been mitigated: 0

TABLE 3-6. NATURAL HAZARD EVENTS			
Type of Event	FEMA Disaster # (if applicable)	Date	Preliminary Damage Assessment
Nothing in last five years			

3.5 HAZARD RISK RANKING

Table 3-7 presents the ranking of the hazards of concern. City of Coeur d'Alene hazard area maps are included at the end of this annex. These maps are based on the best available data at the time of the preparation of this plan, and are considered to be adequate for planning purposes.

TABLE 3-7. HAZARD RISK RANKING		
Rank	Hazard Type	Risk Rating Score (Probability x Impact)
1	Severe Weather	54
2	Earthquake	36
3	Wildfire	27
4	Dam Failure	9
5	Flood	8
6	Volcanic Ash	6
7	Drought	4
8	Landslide	3
9	Avalanche	0

3.6 STATUS OF PREVIOUS PLAN INITIATIVES

Table 3-8 summarizes the initiatives that were recommended in the previous version of the hazard mitigation plan and their implementation status at the time this update was prepared.

3.7 HAZARD MITIGATION ACTION PLAN AND EVALUATION OF RECOMMENDED INITIATIVES

Table 3-9 lists the initiatives that make up the City of Coeur d'Alene hazard mitigation action plan. Table 3-10 identifies the priority for each initiative. Table 3-11 summarizes the mitigation initiatives by hazard of concern and the six mitigation types.

**TABLE 3-8.
PREVIOUS ACTION PLAN IMPLEMENTATION STATUS**

Action #	Completed	Action Status		Comments
		Carry Over to Plan Update	Removed; No Longer Feasible	
CDA-1	75%	X		Property behind Target store, owner to mitigate fuels
CDA-2	100%	X		Tubbs Hill fire mitigation is ongoing due to natural growth
CDA-3	75%	X		Ongoing education, trying to meet all entities
CDA-4	0%		X	Covered in fire/police standard operating procedures and county plans
CDA-5	100%		X	City is very proactive and has won awards for our open space
CDA-6	100%	X		Ongoing, Fire department SOP's and response plans
CDA-7	100%		X	\$57 million expansion
CDA-8	100%		X	Expansion eliminated the use of Chlorine products
CDA-9	100%		X	Revised and completed during expansion project
CDA-10	0%		X	Covered in fire/police standard operating procedures and county plans
CDA-11	100%		X	Completed during Education Corridor rebuild
CDA-12	100%		X	Completed during North Idaho College response plan development
CDA-13	100%		X	Completed during North Idaho College response plan development
CDA-14	100%		X	Completed during North Idaho College response plan development
CDA-15	0%		X	911 Dispatch Responsibility – Reverse 911
CDA-16	100%		X	New city web site with appropriate links.
CDA-17	100%	X		Spill Mitigation materials on site at Marinas – Ongoing
CDA-18	75%	X		Fire Boat in service 9 months out of the year
CDA-19	20%	X		
CDA-20	100%	X		Completed by city staff and property owner - Ongoing
CDA-21	100%		X	Building and planning process in the city
CDA-22	100%		X	Fire Department, Streets, Police Department cooperative agreements
CDA-23	50%	X		Ongoing with new construction
CDA-24	100%		X	Building and Planning ongoing during construction
CDA-25	100%		X	In house Specialist to manage Flood Plain plan
CDA-26	100%		X	In house Specialist to manage Flood Plain plan
CDA-27	100%	X		Ongoing for continuing education
CDA-28	100%		X	Project complete during construction
CDA-29	100%		X	Completed during installation

**TABLE 3-9.
HAZARD MITIGATION ACTION PLAN MATRIX**

Applies to new or existing assets	Hazards Mitigated	Objectives Met	Lead Agency	Estimated Cost	Sources of Funding	Timeline	Included in Previous Plan?
CdA-1—Identify and then seek to reduce fuel loads on targeted public lands working with appropriate federal, state and local agencies. (Was CdA-1)							
Existing	Wildfire	2, 3, 19	City	\$50,000	PDM, FMAP, WUI	Short Term	Yes
CdA-2—Reduce the wild land fuel in public lands including Tubbs Hill and city parks. (Was CdA-2)							
Existing	Wildfire	2, 3, 19	City	\$50,000	PDM, FMAP, WUI	Short Term	Yes
CdA-3—Engage in localized public education and awareness of wild land fires and dry conditions for incoming tourists and campers. (Was CdA-3)							
Existing	Wildfire	1, 2, 3, 6, 15	City	0	Local	Short Term	Yes
CdA-4—Pre-plan response to wildland/urban interface target areas within our jurisdiction. (Was CdA-6)							
Existing	Wildfire	2, 3, 5	City	0	Local	Short Term	Yes
CdA-5—Partner with the Idaho Department of Lands to develop spill control requirements for all new marinas on Lake Coeur d'Alene. (Was CdA-17)							
Both	Hazmat	1, 2, 3, 6, 7, 18	City	0	Local	Short Term	Yes
CdA-6—Research purchase of an All Hazard Water Response Unit that has spill control capabilities. (Was CdA-18)							
New	Hazmat	6, 7, 8	City	0	Local, PDM	Short Term	Yes
CdA-7—Promote the flagging of fire hydrants for identification in heavy snows. (Was CdA-19)							
Existing	Winter Storm	1, 2, 3, 18	City	0	Local	Short Term	Yes
CdA-8—Coordinate with local agencies to maintain public boat launch, docks, and routes of emergency access/egress clear of snow. (Was CdA-20)							
Existing	Winter Storm	1, 2, 3, 18	City	0	Local	Short Term	Yes
CdA-9—Construct catch basins and water control systems in and around the City of Coeur d'Alene's downtown area. (Was CdA-23)							
New	Flood	1, 2, 3, 7, 8, 18, 19	City	\$0	PDM, NFIP, FPMSP	Short Term	Yes
CdA-10—Require each community floodplain coordinator to complete training course E273: Managing Development in the National Flood Insurance Program NFIP 101. (Was CdA-27)							
New	Flood	2, 3, 4	City	\$0	Local	Short Term	Yes
CdA-11—Completion of flood wall at City Park							
Existing	Flood	2, 3, 19	CDA	\$250,000	PDM	Short Term	No
CdA-12—Dike Road Clean up as per Army Corp of Engineers							
Existing	Flood	2, 3, 19	CDA	\$300,000	PDM	Short Term	No
CdA-13—Tubbs Hill Fuel Mitigation – Ongoing fuel mitigation due to natural growth.							
Existing	Wildfire	2, 3, 19	CDA	\$150,000	WUI, PDM, FMAP	Short Term	No

**TABLE 3-9.
HAZARD MITIGATION ACTION PLAN MATRIX**

Applies to new or existing assets	Hazards Mitigated	Objectives Met	Lead Agency	Estimated Cost	Sources of Funding	Timeline	Included in Previous Plan?
CdA-14 — Continue to maintain compliance and good standing under the National Flood Insurance Program. This will be accomplished through the implementation of floodplain management programs that, at a minimum, will meet the minimum requirements of the NFIP; which include the following:							
<ul style="list-style-type: none"> - Enforcement of the adopted flood damage prevention ordinance - Participating in floodplain identification and mapping updates - Providing public assistance/information on floodplain requirements and impacts. 							
New and Existing	Flood	3,4,8,12,18	Engineering	Low	General Fund	On-going	No

**TABLE 3-10.
MITIGATION STRATEGY PRIORITY SCHEDULE**

Initiative #	# of Objectives Met	Benefits	Costs	Do Benefits		Can Project Be Funded Under Existing Programs/ Budgets?	Priority ^a
				Equal or Exceed Costs?	Is Project Grant-Eligible?		
1	3	High	Medium	Yes	Yes	No only partial	High
2	3	High	Medium	Yes	Yes	No only partial	High
3	5	High	Low	Yes	No	Yes, City budget wages	High
4	3	High	Low	Yes	No	Yes, City budget wages	High
5	6	High	Low	Yes	No	Yes, meetings	Medium
6	3	High	High	Yes	Yes	No	Medium
7	4	High	Medium	Yes	No	No	Low
8	4	High	Medium	Yes	No	No	Low
9	7	High	Low	Yes	Yes	Yes/City Property	Medium
10	3	High	Low	Yes	No	Yes/when needed	Low
11	3	High	High	Yes	Yes	No	Medium
12	3	High	Medium	Yes	Yes	Yes Partial/ City Labor	High
13	3	High	High	Yes	Yes	No	High
14	5	Medium	Low	Yes	No	Yes	High

a. See the introduction to this volume for explanation of priorities.

**TABLE 3-11.
ANALYSIS OF MITIGATION INITIATIVES**

Hazard Type	Initiative Addressing Hazard, by Mitigation Type					
	1. Prevention	2. Property Protection	3. Public Education and Awareness	4. Natural Resource Protection	5. Emergency Services	6. Structural Projects
Severe Weather	7, 8		8		8	
Earthquake						
Wildfire	1, 2, 4, 13	1, 2, 13	3	1, 2, 13		
Dam Failure						
Flood	9, 10, 11,14	10, 11,14	10,14	10, 11		14
Volcanic Ash						
Drought						
Landslide						
Avalanche						
Hazmat	5, 6		5	5	6	

3.8 FUTURE NEEDS TO BETTER UNDERSTAND RISK/VULNERABILITY

The first mitigation project is to complete a 1950s era project to protect the city downtown area from flooding. The wall was constructed for an Army Corps of Engineers inspection in 2014 and was approved to meet the need as intended. Due to growth and changes to the city over the last 60 years part, of the wall was removed and is missing at this time. There is approximately 100 feet that needs to be replaced to complete the wall. If needed sandbags and ecology blocks could be used in an emergency situation until that portion of the wall is replaced.

The Dike Road is a project that is being worked on at this time by the City. The road has been built on top of the dike and it protects North Idaho College from high water. The Army Corps inspected it and found that the growth of trees and bushes over the last four decades could cause problems with its integrity. The City and the Corps have developed a plan to mitigate the problem which originally included removal of some 300 trees. Our Parks department is heading up the project to meet the need of Army Corps. Funds will be needed to complete the project, possibly with the creation of a partnership with North Idaho College.

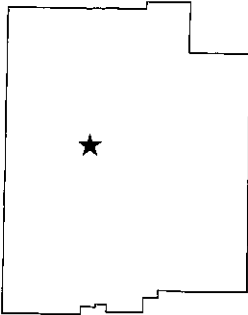
The third project is the ongoing maintenance of Tubbs Hill due to natural growth of brush and trees. Tubbs Hill is considered the Jewel of the City and is an attraction to visitors from all over the world. The need to keep it fire safe is a top priority for our parks department and fire department. This hill will continue to be an ongoing job for many years to come and will require funding to mitigate the problem on a regular 3-5 year basis. As for other WUI areas, the property owned behind the Target Store on Government way will be mitigated by the property owner, which was done through negotiations as a need to keep that area safe.



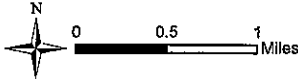
City of Coeur d'Alene

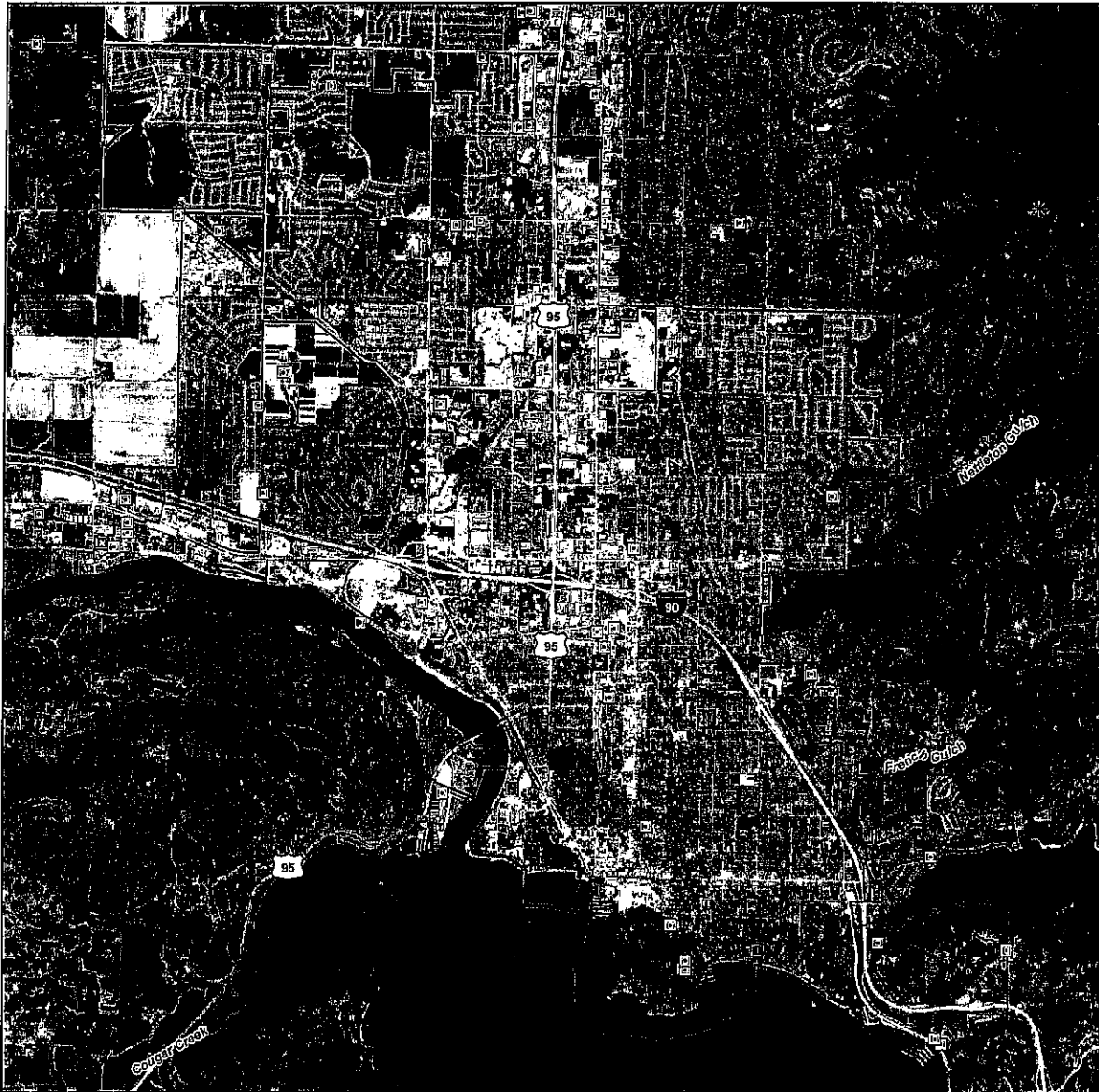
Critical Facilities

-  Schools
-  Fire Stations
-  Medical Care
-  Police Stations
-  Other Facilities



Base Map Data Sources:
Kootenai County, USDA

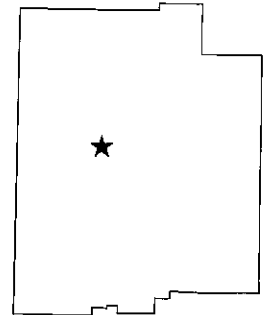




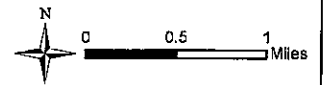
City of Coeur d'Alene

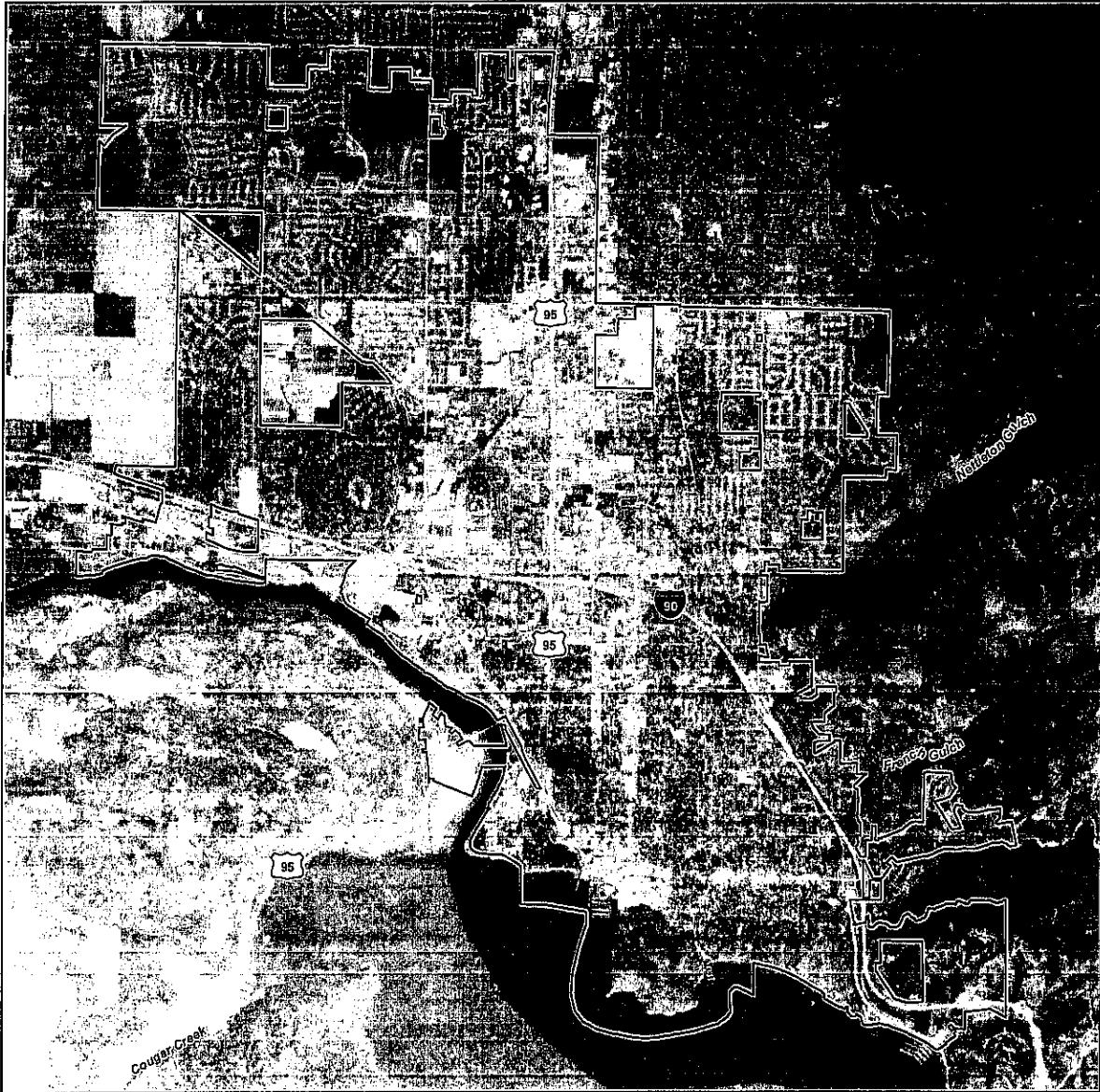
Critical Infrastructure

- ✈ Airports
- ☐ Bus Facilities
- ⚓ Docks/Launches
- ⊗ Rail Facilities
- Highway Bridges
- ✳ Communication Facilities
- ☐ Potable Water Facilities
- Waste Water Facilities



Base Map Data Sources:
Kootenai County, USDA



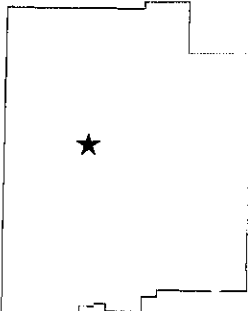


City of Coeur d'Alene

Peak Ground Acceleration for a 1942 M5.5 Historical Event

Mercalli Scale (Potential Damage/Perceived Shaking)

- IV (None/Light)
- V (Very Light/Moderate)
- VI (Light/Strong)



EQ Epicenter - Approximately 1.5 miles north of county border



Base Map Data Sources: Kootenai County, USDA

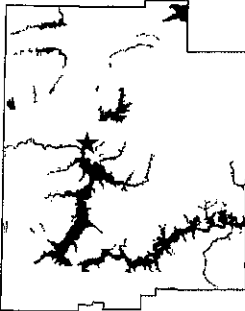




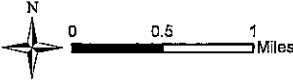
City of Coeur d'Alene

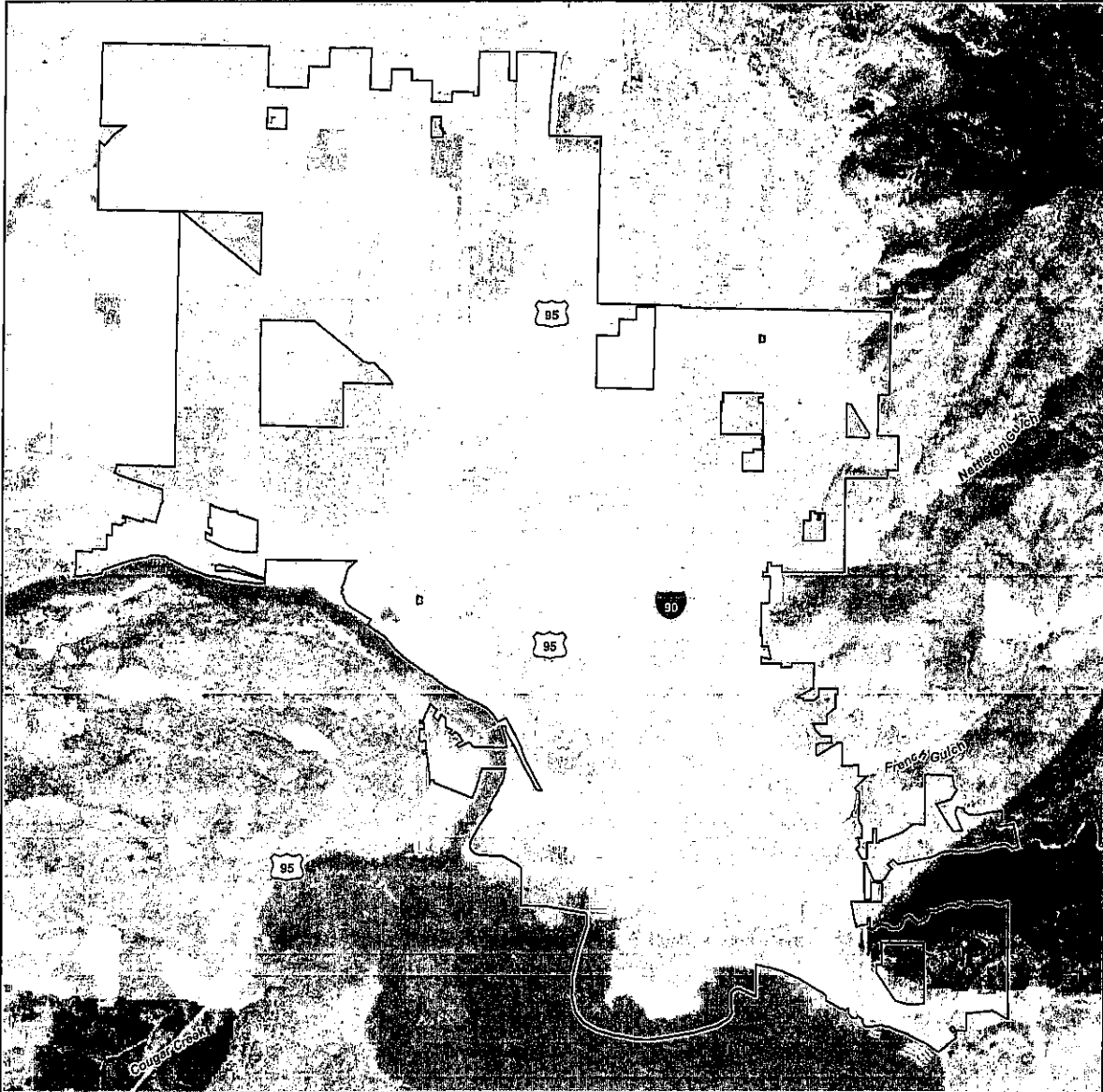
FEMA DFIRM Flood Hazard Areas

- Floodway**
-  1% Annual Chance Flood
 -  0.2% Annual Chance Flood






Base Map Data Sources:
Kootenai County, USDA

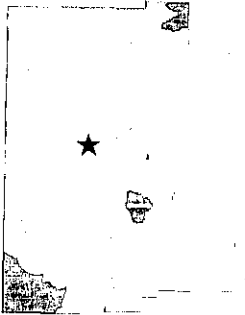




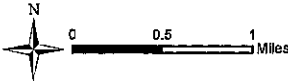
City of Coeur d'Alene

Relative Risk to Communities & Ecosystems from Uncharacteristic Wildfire in Idaho

-  Low-Moderate
-  Moderate
-  Moderate-High



Base Map Data Sources:
Kootenai County, USDA



Kootenai County

All Hazard Mitigation Plan

BACKGROUND

Hazard Mitigation Planning in Kootenai County:

In August of 2014, a coalition of Kootenai County cities and special purpose districts embarked on a planning process to prepare for and lessen the impacts of specified by updating the Kootenai County Multi-Jurisdictional All-Hazard Mitigation Plan. Responding to federal mandates in the Disaster Mitigation Act of 2000 (Public Law 106-390), the coalition was formed to pool resources and to create a uniform hazard mitigation strategy that can be consistently applied to the defined planning area and used to ensure eligibility for specified grant funding success.

This effort represents a comprehensive update to the initial hazard mitigation plan, approved by the Federal Emergency Management Agency (FEMA) on May 27, 2010. The 33 member coalition of partners involved in this program includes Kootenai County, 12 city and town governments and 20 special purpose districts. The planning area for the hazard mitigation plan was defined as all incorporated and unincorporated areas of Kootenai County. The result of the organizational effort will be a FEMA and Idaho Bureau of Homeland Security (IBHS) approved multi-jurisdictional, multi-hazard mitigation plan.

Mitigation is defined in this context as any sustained action taken to reduce or eliminate long-term risk to life and property from a hazard event. Mitigation planning is the systematic process of learning about the hazards that can affect the community, setting clear goals, identifying appropriate actions and following through with an effective mitigation strategy. Mitigation encourages long-term reduction of hazard vulnerability and can reduce the enormous cost of disasters to property owners and all levels of government. Mitigation can also protect critical community facilities, reduce exposure to liability, and minimize post-disaster community disruption.

The hazard identification and profiling in the hazard mitigation plan addresses the following hazards of concern within the planning area:

1. Avalanche
2. Dam Failure
3. Drought
4. Earthquake
5. Flood
6. Landslide and other mass movement
7. Severe weather (including severe winter weather)
8. Volcano (ash fall)
9. Wildfire

With the exception of dam failure, this plan does not provide a full risk assessment of technological and human-caused hazards. However, a profile including qualitative discussions

of the following hazards of interest are included: cyber-disruption, hazardous materials incidents, pandemic, radiological material exposure, civil unrest and terrorism.

The Kootenai County Office of Emergency Management has taken the lead agency role in developing the hazard mitigation plan. All participating local jurisdictions have been responsible for assisting in the development of the hazard and vulnerability assessments and the mitigation action strategies for their respective jurisdictions and organizations. The Plan presents the accumulated information in a unified framework to ensure a comprehensive and coordinated plan covering the entire Kootenai County planning area. Each jurisdiction has been responsible for the review and approval of their individual sections of the Plan.

The plan was prepared in accordance with the Idaho Bureau of Homeland Security Local Hazard Mitigation Plan preparation guidelines. Additionally, the plan has been aligned with the goals, objectives and priorities of the State's multi-hazard mitigation plan, the Kootenai County Flood Mitigation Plan and the Kootenai County Community Wildfire Protection Plan.

A 17 member Steering Committee (SC) composed of representative stakeholders was formed early in the planning process to guide the development of the Plan. In addition, residents were asked to contribute by sharing local knowledge of their individual area's vulnerability to natural hazards based on past occurrences. Public involvement has been solicited via a multi-media campaign that included two rounds of public meetings, web-based information, a questionnaire and progress updates via the news media.

Why adopt this Plan?

Once the hazard mitigation plan is adopted by all of the jurisdictional partners and approved by FEMA, the partnership will collectively and individually become eligible to apply for hazard mitigation project funding from both the Pre-Disaster Mitigation Grant Program (PDM) and the Hazard Mitigation Grant Program (HMGP).

What is the Pre-Disaster Mitigation competitive grant program?

The PDM competitive grant program provides funds to State, Tribal, and local governments for pre-disaster mitigation planning and projects primarily addressing natural hazards. Cost-Effective pre-disaster mitigation activities reduce risk to life and property from natural hazard events before a natural disaster strikes, thus reducing overall risks to the population and structures, while also reducing reliance on funding from actual disaster declarations. Funds will be awarded on a competitive basis for mitigation planning and project applications intended to make local governments more resistant to the impacts of future natural disasters (*For more details on this program see Attachment 1*).

What is the Hazard Mitigation Grant Program?

Authorized under Section 404 of the Stafford Act, the HMGP administered by FEMA provides grants to States and local governments to implement long-term hazard mitigation measures after a major disaster declaration. The purpose of the program is to reduce the loss of life and property due to natural disasters and to enable mitigation measures to be implemented during the immediate recovery from a disaster (*For more details on this program see Attachment 1*).

Attachment 1
Hazard Mitigation Grant Program (HMGP)
Pre-Disaster Mitigation Grant Program (PDM)

FACT SHEET

I. HAZARD MITIGATION GRANT PROGRAM (HMGP)

What is the Hazard Mitigation Grant Program?

Authorized under Section 404 of the Stafford Act, the Hazard Mitigation Grant Program (HMGP) administered by the Federal Emergency Management Agency (FEMA) provides grants to States and local governments to implement long-term hazard mitigation measures after a major disaster declaration. The purpose of the program is to reduce the loss of life and property due to natural disasters and to enable mitigation measures to be implemented during the immediate recovery from a disaster.

Who is eligible to apply?

Hazard Mitigation Grant Program funding is only available to applicants that reside within a Presidentially declared disaster area. Eligible applicants are

- State and local governments
- Indian tribes or other tribal organizations
- Certain non-profit organizations

What types of projects can be funded by the HMGP?

HMGP funds may be used to fund projects that will reduce or eliminate the losses from future disasters. Projects must provide a long-term solution to a problem, for example, elevation of a home to reduce the risk of flood damages as opposed to buying sandbags and pumps to fight the flood. In addition, a project's potential savings must be more than the cost of implementing the project. Funds may be used to protect either public or private property or to purchase property that has been subjected to, or is in danger of, repetitive damage. Examples of projects include, but are not limited to:

- Acquisition of real property for willing sellers and demolition or relocation of buildings to convert the property to open space use
- Retrofitting structures and facilities to minimize damages from high winds, earthquake, flood, wildfire, or other natural hazards
- Elevation of flood prone structures
- Development and initial implementation of vegetative management programs
- Minor flood control projects that do not duplicate the flood prevention activities of other Federal agencies
- Localized flood control projects, such as certain ring levees and floodwall systems, that are designed specifically to protect critical facilities
- Post-disaster building code related activities that support building code officials during the reconstruction process

What are the minimum project criteria?

There are five issues you must consider when determining the eligibility of a proposed project.

- Does your project conform to your State's Hazard Mitigation Plan?

- Does your project provide a beneficial impact on the disaster area i.e. the State?
- Does your application meet the environmental requirements?
- Does your project solve a problem independently?
- Is your project cost-effective?

II. **PRE-DISASTER MITIGATION GRANT PROGRAM (PDM)**

What is the Pre-Disaster Mitigation competitive grant program?

The Pre-Disaster Mitigation (PDM) competitive grant program provides funds to State, Tribal, and local governments for pre-disaster mitigation planning and projects primarily addressing natural hazards. Cost-Effective pre-disaster mitigation activities reduce risk to life and property from natural hazard events before a natural disaster strikes, thus reducing overall risks to the population and structures, while also reducing reliance on funding from actual disaster declarations. Funds will be awarded on a competitive basis to successful Applicants for mitigation planning and project applications intended to make local governments more resistant to the pacts of future natural disasters.

Who can apply for a PDM competitive grant?

Eligible PDM competitive grant Applicants include State and Territorial emergency management agencies, or a similar office of the State, District of Columbia, U.S. Virgin Islands, Commonwealth of Puerto Rico, Guam, American Samoa, Commonwealth of the Northern Mariana Islands, and Federally-recognized Indian Tribal governments.

- ✓ Eligible Sub-applicants include State agencies; Federally-recognized Indian Tribal governments; and local governments (including State recognized Indian Tribal governments and Alaska native villages).
- ✓ Applicants can apply for PDM competitive grant funds directly to FEMA, while Sub-applicants must apply for funds through an eligible Applicant.
- ✓ Private non-profit organizations are not eligible to apply for PDM but may ask the appropriate local government to submit an application for the proposed activity on their behalf.

What are eligible PDM projects?

Multi-hazard mitigation projects must primarily focus on natural hazards but also may address hazards caused by non-natural forces. **Funding is restricted to a maximum of \$3M Federal share per project.** The following are eligible mitigation projects:

- ✓ Acquisition or relocation of hazard-prone property for conversion to open space in perpetuity;
- ✓ Structural and non-structural retrofitting of existing buildings and facilities (including designs and feasibility studies when included as part of the construction project) for wildfire, seismic, wind or flood hazards (e.g., elevation, flood proofing, storm shutters, hurricane clips);
- ✓ Minor structural hazard control or protection projects that may include vegetation management, Stormwater management (e.g., culverts, floodgates, retention basins), or shoreline/landslide stabilization; and,
- ✓ Localized flood control projects, such as certain ring levees and floodwall systems, that are designed specifically to protect critical facilities and that do not constitute a section of a larger flood control system.

Mitigation Project Requirements

Projects should be technically feasible (see Section XII. Engineering Feasibility) and ready to implement. Engineering designs for projects must be included in the application to allow FEMA to assess the effectiveness and feasibility of the proposed project. The project cost estimate should complement the engineering design,

including all anticipated costs. FEMA has several formats that it uses in cost estimating for projects. Additionally, other Federal agencies' approaches to project cost estimating can be used as long as the method provides for a complete and accurate estimate. FEMA can provide technical assistance on engineering documentation and cost estimation (see Section XIII.D. Engineering Feasibility).

Mitigation projects also must meet the following criteria:

1. Be cost-effective and substantially reduce the risk of future damage, hardship, loss, or suffering resulting from a major disaster, consistent with 44 CFR 206.434(c)(5) and related guidance, and have a Benefit-Cost Analysis that results in a benefit-cost ratio of 1.0 or greater (see Section X. Benefit-Cost Analysis). **Mitigation projects with a benefit-cost ratio less than 1.0 will not be considered for the PDM competitive grant program;**
2. Be in conformance with the current FEMA-approved State hazard mitigation plan;
3. Solve a problem independently or constitute a functional portion of a solution where there is assurance that the project as a whole will be completed, consistent with 44 CFR 206.434(b)(4);
4. Be in conformance with 44 CFR Part 9, Floodplain Management and Protection of Wetlands, and 44 CFR Part 10, consistent with 44 CFR 206.434(c)(3);
5. Not duplicate benefits available from another source for the same purpose, including assistance that another Federal agency or program has the primary authority to provide (see Section VII.C. Duplication of Benefits and Programs);
6. Be located in a community that is participating in the NFIP if they have been identified through the NFIP as having a Special Flood Hazard Area (a FHBM or FIRM has been issued). In addition, the community must not be on probation, suspended or withdrawn from the NFIP; and,
7. Meet the requirements of Federal, State, and local laws.

What are examples of Ineligible PDM Projects?

The following mitigation projects are ***not*** eligible for the PDM program:

- ✓ Major flood control projects such as dikes, levees, floodwalls, seawalls, groins, jetties, dams, waterway channelization, beach nourishment or re-nourishment;
- ✓ Warning systems;
- ✓ Engineering designs that are not integral to a proposed project;
- ✓ Feasibility studies that are not integral to a proposed project;
- ✓ Drainage studies that are not integral to a proposed project;
- ✓ Generators that are not integral to a proposed project;
- ✓ Phased or partial projects;
- ✓ Flood studies or flood mapping; and,
- ✓ Response and communication equipment.

Attachment 2
Executive Summary from Volume 1
Kootenai County Multi-Jurisdictional All-Hazard Mitigation Plan Update

The Disaster Mitigation Act (DMA) is federal legislation that requires proactive, pre-disaster planning as a prerequisite for some funding available under the Robert T. Stafford Act. The DMA encourages state and local authorities to work together on pre-disaster planning. The enhanced planning network called for by the DMA helps local governments' articulate accurate needs for mitigation, resulting in faster allocation of funding and more cost-effective risk reduction projects.

Hazard mitigation is the use of long- and short-term strategies to reduce or alleviate the loss of life, personal injury, and property damage that can result from a disaster. It involves strategies such as planning, policy changes, programs, projects, and other activities that can mitigate the impacts of hazards. It is impossible to predict exactly when and where disasters will occur or the extent to which they will impact an area, but with careful planning and collaboration among public agencies, stakeholders and citizens, it is possible to minimize losses that disasters can cause. The responsibility for hazard mitigation lies with many, including private property owners; business and industry; and local, state and federal government.

Kootenai County and a partnership of local governments within the County have developed and maintained a hazard mitigation plan to reduce risks from natural disasters and to comply with the DMA and Title 44 of the Code of Federal Regulations Section 201.6 (44 CFR 201.6). This plan will, and has, acted as the keyway to federal funding afforded under FEMA hazard mitigation grant programs.

PREVIOUS HAZARD MITIGATION PLANNING IN KOOTENAI COUNTY

Federal regulations require monitoring, evaluation and updating of hazard mitigation plans. An update provides an opportunity to reevaluate recommendations, monitor the impacts of actions that have been accomplished, and determine if there is a need to change the focus of mitigation strategies. A jurisdiction covered by a plan that has expired is no longer in compliance with the DMA.

The *2009 Kootenai County Multi-Jurisdictional All Hazard Mitigation Plan* was a FEMA-required revision and update of the County's 2004 plan. It was prepared by the Kootenai County Office of Emergency Management, the Local Emergency Planning Committee's standing All Hazard Mitigation Committee and Risk Analysis Committee, and a planning consultant. Participating jurisdictions included Kootenai County and 10 local municipalities within the Kootenai County Operational Area.

The purpose of the plan was to reduce the physical and economic impacts of natural and man-made disasters or emergency situations on the residents and businesses of Kootenai County and its participating jurisdictions. The plan identified hazards affecting Kootenai County and the county's vulnerabilities. It provided a countywide strategy of mitigation projects to reduce future disaster losses. The mitigation plan was approved by the FEMA Region 10 on May 27, 2010 and meets the requirements of DMA and Title 44 of the Code of Federal Regulations Section 201.6 (44 CFR 201.6)

**CITY COUNCIL
STAFF REPORT**

DATE: September 15, 2015
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: Coeur d'Alene Place 25th Addition: Final Plat, Subdivision Agreement and Security Approval

DECISION POINT

Staff is requesting the following:

1. Approval of the final plat document, a thirty (30) lot residential development.
2. Approval of the subdivision agreement and bonding security.

HISTORY

- a. Applicant: Kevin Schneidmiller
Greenstone-Kootenai II, Inc.
1421 N. Meadowwood Lane
Suite 200
Liberty Lake, WA 99019
- b. Location: Between Cornwall Street and Atlas Road, north of Sorbonne Drive.
- c. Previous Action:
 1. Final plats of CdA Place through the 16th Addition 1994 – 2008.
 2. Final plats of CdA Place 17th – 23rd Additions, 2010 - 2014.
 3. Final plat of CdA Place 24th Addition, August 2015.

FINANCIAL ANALYSIS

The developer is installing bonding security at 150% to insure the installation of the outstanding infrastructure improvements for the 25th Addition that have yet to be installed. The total security amounts to \$281,135.00.

PERFORMANCE ANALYSIS

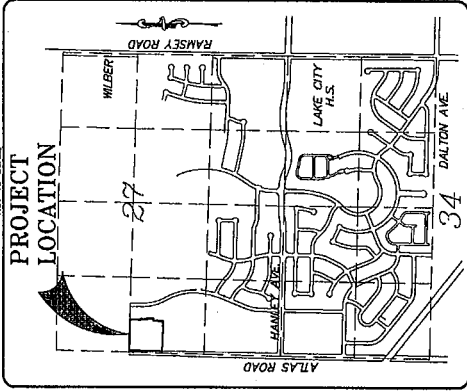
Per the attached agreement, the developer has stipulated that installation of the outstanding public infrastructure will be completed by October 5, 2015. Should the developer fail to complete the installations, the City can attach the security and install, or, have installed, the uncompleted infrastructure.

DECISION POINT RECOMMENDATION

1. Approve the final plat document.
2. Approve the subdivision agreement and accompanying security.

VICINITY MAP
NOT TO SCALE

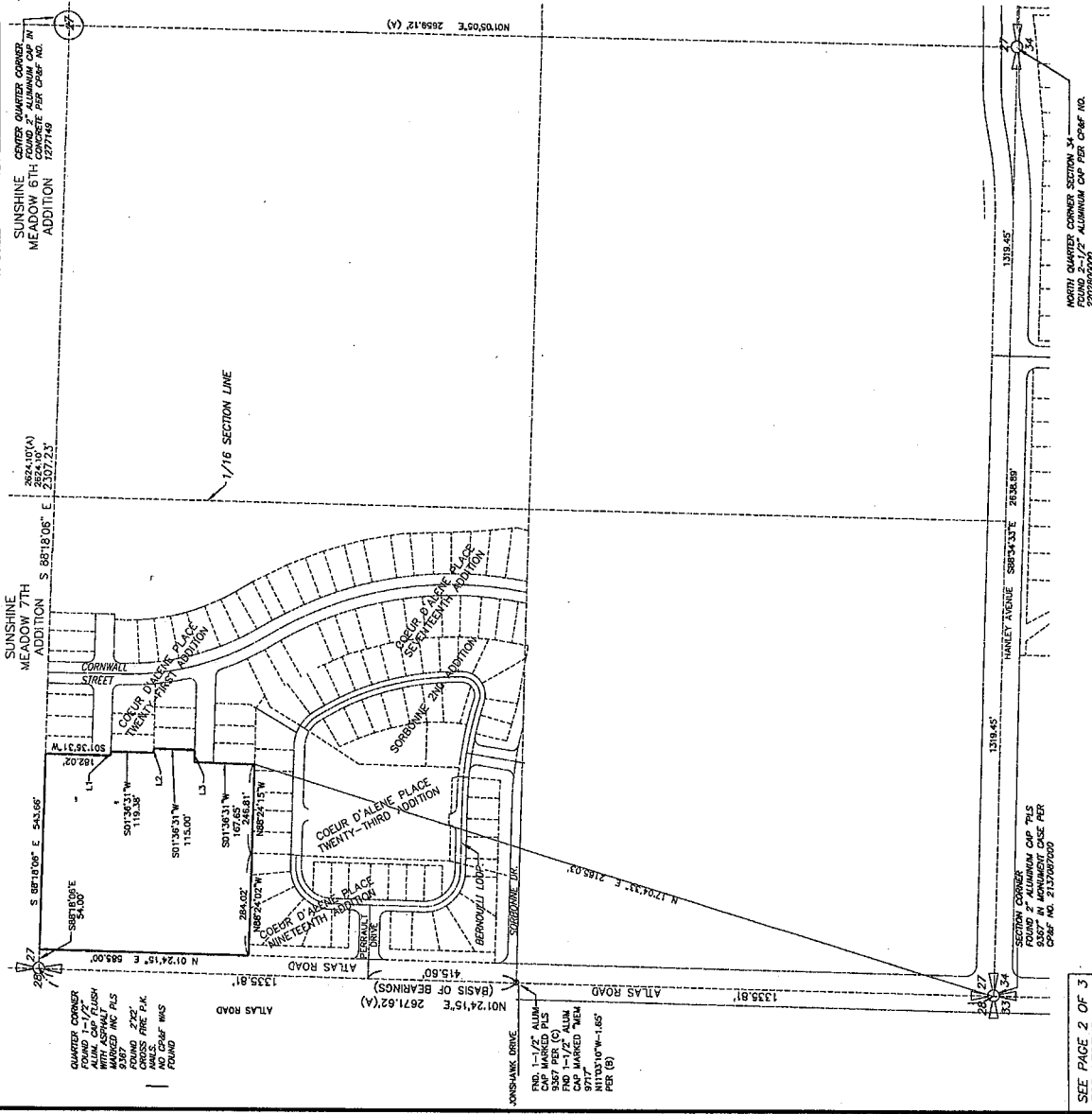
PROJECT
LOCATION



SURVEY REFERENCES
 (A) COEUR D'ALENE PLACE TWENTY-THIRD ADDITION, RECORDED IN BOOK K OF PLATS, PAGES 479-479B.
 (B) SORBOINNE ADDITION, RECORDED IN BOOK K OF PLATS, PAGES 59-59F.
 (C) JAWMS NEST, RECORDED IN BOOK J OF PLATS, PAGES 418-418H.

COEUR D'ALENE PLACE
 TWENTY-FIFTH ADDITION
 A RE-PLAT OF LOT 1, BLOCK 4 OF

COEUR D'ALENE PLACE TWENTY-THIRD ADDITION
 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 27,
 TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN,
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



SUNSHINE MEADOW 6TH ADDITION
 CONCRETE CORNER FOUND 2" ALUMINUM CAP PER CH&F NO. 1277149

SUNSHINE MEADOW 7TH ADDITION
 CONCRETE CORNER FOUND 2" ALUMINUM CAP PER CH&F NO. 1277149

QUARTER CORNER FOUND 1-1/2" ALUMINUM CAP PER CH&F NO. 2137097000
 MARKED WITH SMALL CROSS PINE P.K. FOUND 2"x2" CROSS PINE P.K. AND CH&F INS FOUND

1-1/2" ALUMINUM CAP PER CH&F NO. 5357 PER (C)
 1-1/2" ALUMINUM CAP PER CH&F NO. 9777 MARKED WITH INScribed 10' W-1.85 PER (B)

SECTION CORNER FOUND 2" ALUMINUM CAP PER CH&F NO. 2137097000

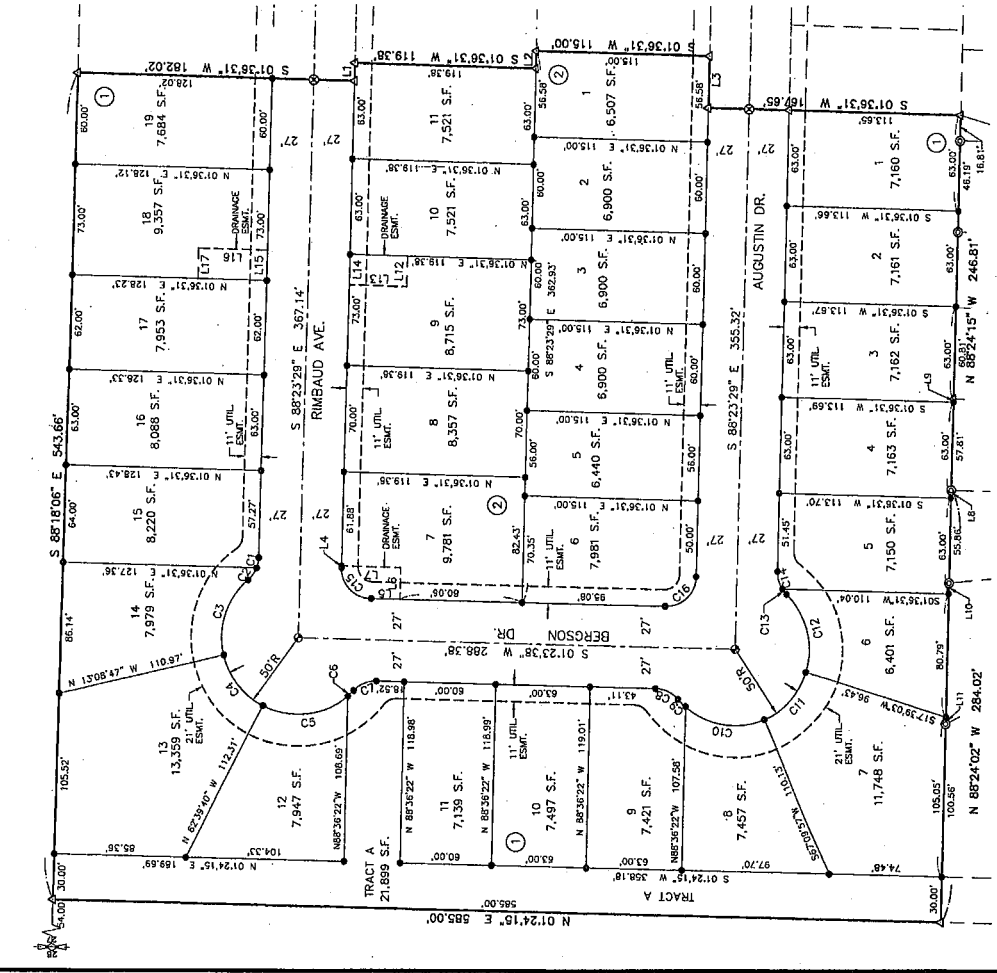
NORTH QUARTER CORNER SECTION 34 FOUND 2"-1/2" ALUMINUM CAP PER CH&F NO. 228260000

SEE PAGE 2 OF 3
 FOR LEGEND

RFK LAND SURVEYING INC.		SCALE	PROJECT
1420 WEST GARLAND AVENUE	APPROVED	AS NOTED	15-141
SPOKANE, WA 99205	MEM	DATE	FIELD BOOK
TEL (509) 324-7861	DATE	08/25/15	1 OF 3
FAX (509) 327-7249	DATE	08/25/15	82
E-MAIL: lsr@rfkinc.net			

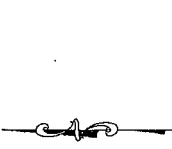
LEGEND

- ① SET 5/8" X 30" REBAR WITH ALUMINUM CAP MARKED "KIZAN 9030" TO BE SET ON OR BEFORE ONE YEAR SUBSEQUENT TO THE DATE OF RECORDING OF THIS PLAN IN ACCORDANCE WITH IDAHO CODES 50-1331 AND 50-1333.
- ② SET 1/2" X 24" REBAR WITH YELLOW PLASTIC CAP MARKED "KIZAN 9030", TO BE SET ON OR BEFORE ONE YEAR SUBSEQUENT TO THE DATE OF RECORDING OF THIS PLAN IN ACCORDANCE WITH IDAHO CODES 50-1331, 50-1332 AND 50-1333.
- ③ FOUND 5/8" X 30" REBAR WITH YELLOW OR ORANGE PLASTIC CAP MARKED "MEM 9717" OR LEAD & TAG MARKED "MEM 9717".
- ④ FOUND 5/8" X 30" REBAR WITH ALUMINUM CAP MARKED "MEM 9717" OR LEAD & TAG MARKED "MEM 9717".
- ⑤ FOUND 1/2" X 24" REBAR WITH YELLOW PLASTIC CAP MARKED "KIZAN 9030".
- ⑥ BLOCK NUMBER
- ⑦ TOTAL AREA=7.334 ACRES



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	50.00	9.82	9.73	N 78.31° W	197.05°
C2	20.00	54.61	51.94	N 71.51° W	287.48°
C3	50.00	43.21	41.88	S 52.05° W	49.30°
C4	50.00	59.11	55.73	S 06.31° E	67.44°
C5	20.00	16.69	16.21	S 23.31° E	47.49°
C6	20.00	16.69	16.21	S 25.18° W	47.49°
C7	50.00	7.03	7.02	S 45.12° W	83.02°
C8	50.00	25.85	24.88	S 47.53° W	83.02°
C9	50.00	55.73	52.89	N 75.43° E	63.51°
C10	20.00	4.37	4.37	N 50.03° E	123.00°
C11	20.00	31.49	28.34	N 46.30° E	90.12°
C12	20.00	31.34	28.23	N 43.29° W	89.47°

LINE	BEARING	DISTANCE
L1	N 88.23° E	11.50
L2	N 88.23° W	34.08
L3	N 88.23° W	0.93
L4	N 01.23° E	19.25
L5	S 88.36° E	21.00
L6	N 01.23° E	59.24
L7	N 01.23° E	5.19
L8	S 88.24° W	2.19
L9	S 88.24° W	4.48
L10	S 88.23° E	20.00
L11	S 88.23° E	38.00
L12	S 88.23° W	20.00
L13	S 88.23° W	20.00
L14	S 88.23° E	46.00
L15	N 01.23° E	20.00
L16	N 88.23° E	20.00
L17	N 88.23° W	20.00



COEUR D'ALENE PLACE TWENTY-FIFTH ADDITION
 A RE-PLAT OF LOT 1, BLOCK 4 OF COEUR D'ALENE PLACE TWENTY-THIRD ADDITION LOCATED IN THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

PROJECT	SCALE	APPROVED	DRAWN	DATE
15-141	AS NOTED	RFK	MEM	08/25/15
FIELD BOOK	SHEET	DATE	MEM	08/25/15
82	2 OF 3			

RFK LAND SURVEYING INC.
 1400 WEST GARDEN AVENUE
 SPokane, WA 99205
 TEL: (509) 324-7881
 FAX: (509) 327-7249
 E-Mail: hrfictizan@questoffice.net

BASIS OF BEARINGS
 THE BEARINGS OF THIS PLAT ARE ALONG THE WEST LINE OF SECTION 27, ACCORDING TO COEUR D'ALENE PLACE TWENTY-FIFTH ADDITION, RECORDED IN BOOK 14, PAGES 574-578 AND 579-580. THE BEARINGS OF THIS PLAT, PER IDAHO CODES 50-1331 AND 50-1333, ARE BASED ON THE BEARINGS OF THE ADJACENT COORDINATES. THE CONVERGENCE ANGLE AT THE SOUTHWEST CORNER OF SECTION 27 IS 00.475680.

SURVEY REFERENCES
 (A) COEUR D'ALENE PLACE TWENTY-FIFTH ADDITION, RECORDED IN BOOK 14, PAGES 479-479B.
 (B) COEUR D'ALENE PLACE TWENTY-THIRD ADDITION, RECORDED IN BOOK 14, PAGES 418-418B.
 (C) HAWES NEST, RECORDED IN BOOK 14, PAGES 418-418B.

CITY COUNCIL CERTIFICATE

THIS PLAN HAS BEEN APPROVED AND ACCEPTED BY THE CITY COUNCIL OF COEUR D'ALENE, IDAHO, ON THE _____ DAY OF _____, 2015.

COEUR D'ALENE CITY CLERK _____

COEUR D'ALENE CITY ENGINEER _____

HEALTH DISTRICT APPROVAL
A SANITARY RESTRICTION, IN ACCORDANCE WITH IDAHO CODE 50-138 TO 50-139, HAS BEEN GRANTED TO THE ABOVE DESCRIBED PROPERTY. THE SANITARY RESTRICTIONS ARE SET FORTH AND LISTED AS FOLLOWS:

THIS PLAN IS APPROVED THIS 20th DAY OF AUGUST, 2015, BY THE BOARD OF HEALTH DISTRICT 1, COEUR D'ALENE, IDAHO. THE BOARD OF HEALTH DISTRICT 1 HAS REVIEWED THE PLAN AND HAS DETERMINED THAT THE PLAN IS IN ACCORDANCE WITH IDAHO CODE 50-138 AND 50-139. THE BOARD OF HEALTH DISTRICT 1 HAS REVIEWED THE PLAN AND HAS DETERMINED THAT THE PLAN IS IN ACCORDANCE WITH IDAHO CODE 50-138 AND 50-139. THE BOARD OF HEALTH DISTRICT 1 HAS REVIEWED THE PLAN AND HAS DETERMINED THAT THE PLAN IS IN ACCORDANCE WITH IDAHO CODE 50-138 AND 50-139.

SANITARY ENGINEER

I, _____, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED PROPERTY IS IN ACCORDANCE WITH THE RULES OF THE STATE OF IDAHO, AND THAT THE PLAN IS IN ACCORDANCE WITH IDAHO CODE 50-138 AND 50-139.



Robert K. K... 8-22-15
RECEIVED

KOOTENAI COUNTY RECORDER

I HEREBY CERTIFY THAT THE RECORDED INSTRUMENT IS THE INSTRUMENT DESCRIBED AND THAT THE INSTRUMENT IS IN ACCORDANCE WITH THE RULES OF THE STATE OF IDAHO, AND THAT THE INSTRUMENT IS IN ACCORDANCE WITH IDAHO CODE 50-138 AND 50-139.



Robert K. K... 8-22-15
RECEIVED

COUNTY SANITARY ENGINEER

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAN AND APPROVE THE SAME FOR RECORDING IN THE _____ DAY OF _____, 2015.

KOOTENAI COUNTY SANITARY ENGINEER

I HEREBY CERTIFY THAT THIS PLAN HAS BEEN RECORDED IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO, AT THE REQUEST OF _____ DAY OF _____, 2015.

AT _____ HOURS P.M. ON _____ DAY OF _____, 2015.

KOOTENAI COUNTY RECORDER

I HEREBY CERTIFY THAT THIS PLAN HAS BEEN RECORDED IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO, AT THE REQUEST OF _____ DAY OF _____, 2015.

OWNER'S CERTIFICATE & DEDICATION

BE IT KNOWN THAT GREENTONE-KOOTENAI, II, INC., AN IDAHO CORPORATION AUTHORIZED TO DO BUSINESS IN THE CITY OF COEUR D'ALENE AND THE STATE OF IDAHO, HAS CAUSED THE CITY OF COEUR D'ALENE TO BE BOUND BY THE CITY ENGINEER'S PLAN FOR THE INSTALLATION, IMPROVEMENT, OPERATION, AND MAINTENANCE OF FRANCHISED UTILITIES AS SHOWN HEREON.

- 1.) THE OWNERS HEREBY DEDICATE THE STREET RIGHT OF WAY OF RINGBAUD AVENUE, GERSHON DRIVE AND AUGUSTY DRIVE AS SHOWN HEREON TO THE PUBLIC FOREVER.
- 2.) THE CITY OF COEUR D'ALENE WILL PROVIDE WATER AND SANITARY SEWER SERVICE TO THIS DEVELOPMENT.
- 3.) THE OWNERS HEREBY GRANT TO THE PUBLIC ELEVEN FOOT (11') EASEMENTS AS SHOWN HEREON TOGETHER WITH THE RIGHTS OF EGRESS AND ACCESS FOR THE INSTALLATION, IMPROVEMENT, OPERATION, AND MAINTENANCE OF FRANCHISED UTILITIES AS SHOWN HEREON.
- 4.) THE OWNERS HEREBY GRANT TO THE CITY OF COEUR D'ALENE THE DRAINAGE EASEMENTS ON LOT 18, BLOCK 1 AND LOTS 7 AND 9, BLOCK 2 AS SHOWN HEREON FOR THE INSTALLATION, IMPROVEMENT, OPERATION, AND MAINTENANCE OF FRANCHISED UTILITIES AS SHOWN HEREON.
- 5.) THE CITY OF COEUR D'ALENE WILL BE RESPONSIBLE FOR THE COST OF THE INSTALLATION, IMPROVEMENT, OPERATION, AND MAINTENANCE OF THE SANITARY SEWER SYSTEM AS SHOWN HEREON.

IN WITNESS WHEREOF, THE AFORESAID OWNERS HAVE CAUSED THEIR CORPORATE NAMES TO BE HEREAUTO SUBSCRIBED THIS _____ DAY OF _____, 2015.



GREENTONE-KOOTENAI, II, INC.
STATE OF WASHINGTON
COUNTY OF SPOKANE
ON THIS _____ DAY OF _____, 2015, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, THE AFORESAID OWNERS HAVE CAUSED THEIR CORPORATE NAMES TO BE HEREAUTO SUBSCRIBED THIS INSTRUMENT ON BEHALF OF SAID CORPORATION AND ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE INSTRUMENT FOR THE PURPOSES AND RESTRICTIONS AS SET FORTH IN SAID INSTRUMENT.

AT COMMISSION EXPIRES _____

AT COMMISSION EXPIRES _____

AT COMMISSION EXPIRES _____

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RFK LAND SURVEYING INC.

1450 WEST GARLAND AVENUE SPOKANE, WA 98205 TEL: (509) 324-7861 FAX: (509) 327-7240 E-MAIL: info@rfkland.com	PROJECT 15-141 FIELD BOOK 82
-------------------------------------------------------------------------------------------------------------------------	---------------------------------------

COEUR D'ALENE PLACE
TWENTY-FIFTH ADDITION
A RE-PLAT OF LOT 1, BLOCK 4 OF
COEUR D'ALENE PLACE TWENTY-THIRD ADDITION
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 27,
TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

AGREEMENT TO PERFORM SUBDIVISION WORK
Coeur d'Alene Place 25th Addition

THIS AGREEMENT made this ____ day of September, 2015, between Greenstone-Kootenai II, Inc. whose address is 1421 Meadowwood Lane, Suite 200, Liberty Lake, WA, 99019, with Kevin Schneidmiller as President, hereinafter referred to as the "Developer," and, the City of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814-3956, hereinafter referred to as the "City,"

WHEREAS, the City has approved, subject to completion of the required improvements, the Coeur d'Alene Place 25th Addition subdivision, a thirty (30) lot residential development with one (1) common area tract in Coeur d'Alene, situated in the Southwest ¼ of Section 27, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, and, has agreed that the final plat may be recorded; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to complete the following public improvements: site grading, domestic water system, concrete curb and gutter installation, concrete sidewalk installation, stormwater drainage facilities and appurtenances, roadway construction (including but not limited to excavation, structural fill placement, base course, and asphalt paving), trail system construction, street trees, signage, and, interior lot corner monumentation, as required under Title 16 of the Coeur d'Alene Municipal Code, on or before the 5th day of October, 2015. Said improvements are more particularly described on the submitted estimate dated August 28, 2015 attached as Exhibit "A", and, shown on the civil engineering drawings titled "Coeur d'Alene Place 25th Addition", dated July 6, 2015, stamped and signed by Doug J. Desmond, PE # 10886, whose address is Greenstone, 1421 Meadowwood Lane, Suite 200, Liberty Lake, WA, 99019, on file in the City of Coeur d'Alene Engineering Department's office and incorporated herein by reference.

The Developer, prior to recording the plat, shall deliver to the City, security in the amount of Two Hundred Eighty One Thousand One Hundred Thirty Five and 00/100 (\$281,135.00) securing the obligation of the Developer to complete the subdivision improvements referred to herein. The term of the security shall extend a minimum of one year beyond the time within which the improvements are to be completed as provided herein, and, a copy of such security is marked as Exhibit "B" attached hereto and by reference made a part hereof. The security shall be held until the completion and acceptance of the required installations shown on the approved plans. The security shall provide that upon the failure of the Developer to complete the improvements within the time herein provided, the City may demand the installed funds to complete, or, have the improvements completed. In the event the City completes the improvements as a result of the Developer's default, the Developer shall be responsible for any costs that exceed the posted security for the public improvements noted herein.

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

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

CITY OF COEUR D'ALENE

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

GREENSTONE-KOOTENAI II, INC.



Kevin Schneidmiller, President



SUBDIVISION BOND

AMOUNT: \$281,135.00

BOND NO. SAIFSU0687750

KNOW ALL MEN BY THESE PRESENTS: THAT WE, Greenstone-Kootenai II, Inc.,
1421 Meadowwood Lane, Suite #200, Liberty Lake WA 99019

as Principal, and International Fidelity Insurance Company, a New Jersey corporation authorized to do business in the State of _____ with its main bonding office at One Newark Center, 20th floor, Newark, New Jersey as Surety, are held and firmly bound unto the City of Coeur d'Alene as Obligee, in the full and just sum of Two Hundred Eighty-One Thousand One Hundred Thirty-Five DOLLARS (\$ 281,135.00) lawful money of the United States, to the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED AND DATED THIS 15th day of September, 2015

WHEREAS, the Principal has entered into an agreement with the City of Coeur d'Alene as Obligee, guaranteeing that the principal will construct, install and complete the improvements

at certain land known as, "Coeur d'Alene Place 25th Addition" all of which improvements

shall be maintained and completed on or before N/A

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, THAT IF THE principal shall carry out all the terms of said agreement and perform all the work as set forth therein, all within the time set forth in said agreement, then this obligation shall be null and void; otherwise to remain in full force and effect. FURTHERMORE, the rights of the Obligee hereunder are exclusive to it and the surety shall have no obligation hereunder to any person or entity other than the named Obligee herein. The rights of such Obligee are not assignable.

ATTEST: [Signature]

PRINCIPAL: Greenstone-Kootenai II, Inc.
BY: [Signature]

ATTEST: [Signature]
Charla M. Boadle

International Fidelity Insurance Company
BY: [Signature]
Nicholas W. Paget Attorney-in-Fact

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR, NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

SHAWN M. WILSON, NICHOLAS W. PAGET, CHARLA M. BOADLE

Spokane, WA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

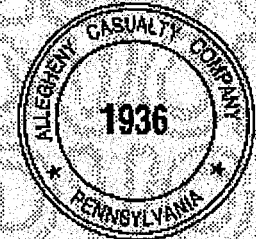
"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 22nd day of July, 2014.



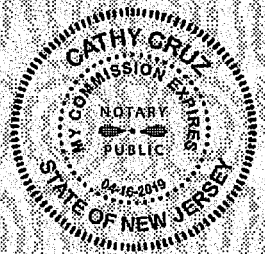
STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 22nd day of July, 2014, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

15th day of September 2015

MARIA BRANCO, Assistant Secretary

CITY COUNCIL STAFF REPORT

DATE: September 15, 2015
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: **Easement for Public Street Trees with Tombstone Investments, LLC located at 728 E. Sherman Avenue**

On September 1, 2015, the City Council held a public hearing on the proposed vacation V-15-3 and directed staff to prepare the vacation ordinance. Staff has done so and is returning the vacation ordinance to the City Council for final approval. The ordinance will take effect upon publication of the ordinance.

The applicant, Tombstone Investments, LLC indicated that it would grant back, to the City, easements for street trees following the vacation. Staff has produced the attached easement for public street trees for the applicant and will be executed and recorded by the parties following the vacation process.

Staff recommends to the City Council to approve the easement for public street trees with Tombstone Investments, LLC.

EXHIBIT "A"

A strip of land being a portion of Sherman Avenue lying in the Southeast Quarter of Section 13, Township 50 North, Range 4 West, Boise Meridian, City of Post Falls, Kootenai County, Idaho and being more particularly described as follows:

BEGINNING AT the Northwest corner of Lot 1, Block A according to the plat of Boughton & Kelso Addition, filed at Book A of Plats, Page 115, Records of Kootenai County, Idaho, on the South right of way of Sherman Avenue being a City concrete monument from which the Southwest corner of said Lot 1, Block A bears $S0^{\circ} 06' 10''W$ 105.00 feet;

thence $N0^{\circ} 06' 10''E$ 5.76 feet;

thence $S88^{\circ} 08' 22''E$ 86.50 feet;

thence $S0^{\circ} 04' 48''W$ 3.09 feet to the northeast corner of Lot 2, Block A of said Plat of Boughton & Kelso on said South right of way being a ½ inch rebar with yellow plastic cap marked PLS 4182;

thence along said South right of way, $N89^{\circ} 54' 44''W$ 86.46 feet to the **True Point of Beginning**;

said strip of land being 382 square feet of land, more or less.

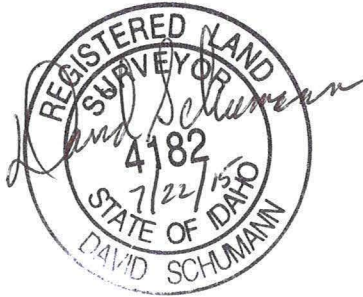
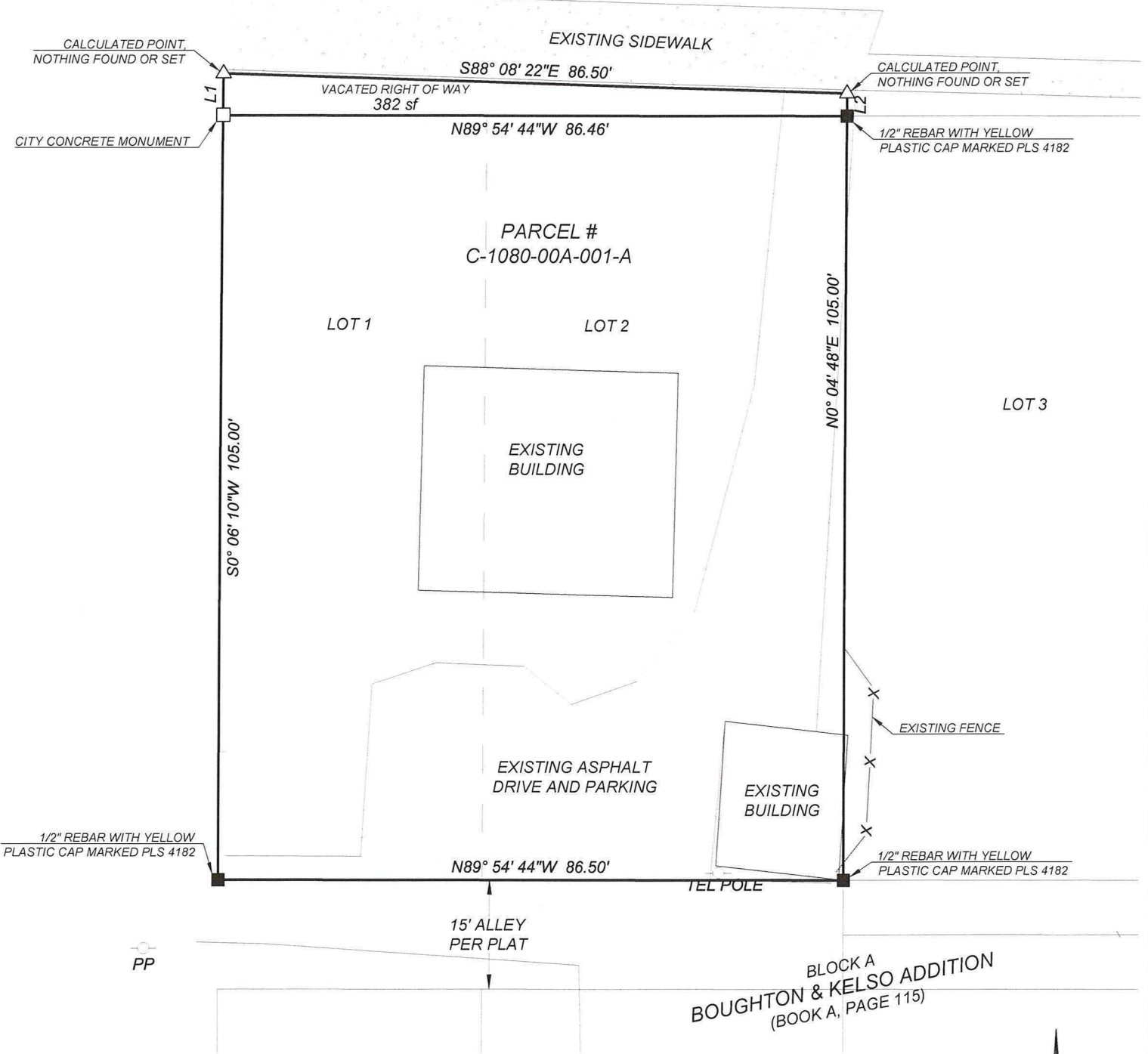


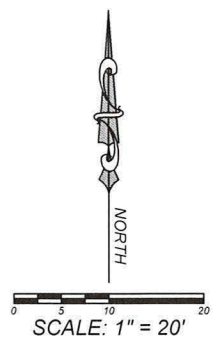
EXHIBIT "B"

SHERMAN AVENUE



Line Table

Line #	Length	Direction
L1	5.76	N0°06'10"E
L2	3.09	S0°04'48"W



3909 N. SCHREIBER WAY, STE. 4
 COEUR D'ALENE, IDAHO 83815
 PHONE: 208-676-0230
 WWW.LAKECITYENGINEERING.COM

Resolution No. 15-046

VACATION EXHIBIT

SHERMAN AVENUE at 8th STREET
 SEC. 13, T50N, R4W, B.M., CITY CDA, K.C., ID

DESIGNED BY:	DCD
DRAFTED BY:	SMA
SCALE:	1" = 20'
DATE:	05/14/2015
JOB NO:	LCE 14-104
FILE:	14-104-VAC R-W XBT.dwg

Exhibit C

CITY COUNCIL STAFF REPORT

DATE: September 15, 2015
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: **Easement for Public Street Trees with Idaho Central Credit Union, Inc. located at 1420 N. Government Way**

On September 1, 2015, the City Council held a public hearing on the proposed vacation V-15-5 and directed staff to prepare the vacation ordinance. Staff has done so and is returning the vacation ordinance to the City Council for final approval. The ordinance will take effect upon publication of the ordinance.

The applicant, Idaho Central Credit Union, INC indicated that it would grant back, to the City, easements for street trees following the vacation. Staff has produced the attached easement for public street trees for the applicant and will be executed and recorded by the parties following the vacation process.

Staff recommends to the City Council to approve the easement for public street trees with Idaho Central Credit Union, Inc.

EASEMENT FOR PUBLIC STREET TREES

KNOW ALL MEN BY THESE PRESENTS, that **IDAHO CENTRAL CREDIT UNION, INC.**, with its principal place of business at 4400 Central Way, Chubbuck, Idaho, 83202, the **GRANTOR**, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, paid by the City of Coeur d'Alene, Kootenai County, State of Idaho, receipt of which is acknowledged, do hereby grant, quitclaim and convey unto the **CITY OF COEUR D'ALENE**, a municipal corporation, the **GRANTEE**, whose address is 710 E. Mullan Avenue, Coeur d'Alene, Idaho, 83814, its successors and assigns, an easement for public purposes set forth below and the right to go upon, occupy, and use a strip of land together with the right of ingress and egress to and from said property situated in Kootenai County, Idaho and being more particularly described as follows:

All of the fourteen foot (14') strip of right-of-way adjoining the westerly boundary of Lot 1, Block 1 according to the plat of Government Way Commercial Park, filed at Book G of Plats, Page 294, Records of Kootenai County, Idaho;

said strip of land being 2,523 square feet of land, more or less.

Said strip of land shall be used for the purpose of complying with the provisions of the Urban Forestry Ordinance of the City of Coeur d'Alene, Municipal Code Section 12.36.005, et seq., particularly provisions requiring installation and use of street trees including appurtenances thereto such as irrigation systems and other landscaping. **GRANTOR** agrees to repair, maintain and replace the same when necessary to maintain compliance with the above-stated ordinances.

This conveyance is a grant of an easement for the above-stated public purposes, and if at any time the above-stated purposes are no longer required by **GRANTEE** and therefore said parcel of land ceases to be used for public street trees by the **GRANTEE** herein, or its successors or assigns, then in that event this conveyance shall become null and void and of no effect between the Parties hereto, or their successors or assigns.

It is expressly intended that these burdens and restrictions shall run with the land and shall bind the **GRANTOR**, its successors and assigns except as stated in the paragraph above.

IN WITNESS WHEREOF, the **GRANTORS** have caused this instrument to be executed this ____ day of September, 2015.

GRANTOR:

IDAHO CENTRAL CREDIT UNION, INC.

Kent Oram, CEO

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of September, 2015, before me, a Notary Public, personally appeared Kent Oram, known to me to be the CEO of Idaho Central Credit Union, 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 the State of Idaho,
Residing at: _____
My Commission Expires: _____

ANNOUNCEMENTS

OTHER BUSINESS

CITY COUNCIL STAFF REPORT

DATE: September 15, 2015

FROM: James Remitz, Capital Program Manager

SUBJECT: **Acceptance of Loan Offer WW # 1601 from the Idaho Department of Environmental Quality Clean Water State Revolving Fund for the Design and Construction of the Tertiary Treatment Phase 2 Project.**

=====

DECISION POINT:

Wastewater staff recommends that the City Council City Council approve Resolution 15-047 and accept a loan offer from the state of Idaho Department of Environmental Quality (IDEQ) Clean Water State Revolving Fund in the amount of \$ 20,000,000 for the design and construction of the City of Coeur d’Alene Wastewater Department Tertiary Treatment Phase 2 Project. Resolution 15- 047 and the Offer of Loan are attached for your review.

HISTORY:

Tertiary Treatment Phase 2 is the next phase of improvements to the Coeur d’Alene Advanced Wastewater Treatment Facility (AWTF) that will allow the City of Coeur d’Alene to comply with the new National Pollutant Discharge Elimination System (NPDES) Permit effluent limits. The loan will fund the design and construction of additional primary improvements (including a new primary clarifier), secondary treatment improvements (including a new secondary clarifier), modifications to the existing chemical systems and expansion of the tertiary filtration system to treat current and future plant flows.

FINANCIAL ANALYSIS:

The terms of the loan for this project are very advantageous to the City to fund this project. The \$20,000,000 loan has a fixed interest rate of 2.75% with a term of 20 years. The City received the authority to incur debt for this project through judicial confirmation issued April 2, 2013. The current wastewater rate analysis included the revenue necessary to make the debt service payment.

RECOMMENDATION:

Wastewater staff recommends that the City Council approve Resolution 15-047 to accept the offer of Loan # WW 1601 from the State of Idaho Department of Environmental Quality and authorize the Mayor to sign said loan offer.

Attachments:

- Resolution 15 – 047
- IDEQ Loan Offer

RESOLUTION NO. 15-047

WHEREAS, the City of Coeur d'Alene, Kootenai County, Idaho (the "City") is a body politic and corporate duly organized, operating and existing under and pursuant to the provisions of the Constitution and the laws of the State of Idaho;

WHEREAS, the City Council (the "Council") of the City is authorized and empowered by the Revenue Bond Act, Idaho Code Sections 50-1027 through 50-1042, inclusive, and the Municipal Bond Law of the State of Idaho, being Idaho Code, Title 57, Chapter 2, to authorize, issue, sell and deliver revenue bonds to finance the acquisition and construction of improvements and additions to the wastewater system of the City (the "System");

WHEREAS, on April 15, 2013, the District Court of the First Judicial District of the State of Idaho, in and for the County of Kootenai, in Case No. CV-13-338, issued its Judgment (the "Judicial Confirmation") ordering and decreeing, among other things, that the City has the authority to issue revenue bonds, without a public vote, to finance improvements to the City's System (the "Project");

WHEREAS, the City has received from the State of Idaho Department of Environmental Quality ("DEQ") that certain Loan Offer, Acceptance and Agreement for Wastewater Treatment Facility Design and Construction (Project No. WW1601) (the "Loan Offer"), attached hereto as Exhibit A, providing for a loan from DEQ to the City in the principal amount of up to \$20,000,000, the proceeds of which are to be used by the City to finance a portion of the Project;

WHEREAS, the City desires to accept the Loan Offer and authorize the Mayor or the City's Finance Director to execute the Loan Offer, and deliver the same to DEQ together with all required documentation as itemized in the Loan Offer;

WHEREAS, the City desires to authorize the City's officials to take all action necessary or reasonably required to effectuate the Loan Offer provisions, including, as authorized by the Judicial Confirmation, to approve the substantial form of the bond to be issued to DEQ to evidence the loan in the principal amount up to \$20,000,000 (the "Revenue Bond") in the form attached hereto as Exhibit B, which Revenue Bond will be issued pursuant to the City's Wastewater Bond Ordinance No. 3453, on parity with outstanding bonds issued thereunder.

NOW, THEREFORE, be it resolved by the Council as follows:

Section 1. Approval of Loan Offer. The form, terms and provisions of the Loan Offer to be entered into, accepted, approved and/or acknowledged, as applicable, by the City be, and they are hereby, approved and authorized, and the Mayor or City Finance Director are hereby authorized to execute and deliver the Loan Offer.

Section 2. Approval of Form of Revenue Bond. The Revenue Bond in substantially the form attached hereto as Exhibit B is hereby approved, together with such changes as required at the time the City issues the Revenue Bond as shall be consistent with the Loan Offer.

Section 3. Delivery of Documents to DEQ. The officials of the City are authorized to deliver to DEQ the executed Loan Offer, together with a copy of this Resolution and form of Revenue Bond, together with all other required documentation required by the Loan Offer.

Section 4. Necessary Actions. The Mayor and other officers and agents of the City shall take all actions necessary or reasonably required by the Loan Offer to effectuate its provisions, and, upon completion of the Project, shall take all action necessary or desirable to authorize the issuance of the Revenue Bond to DEQ substantially in the form hereby approved.

Adopted _____, 2015.

CITY OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO

By _____
Steve Widmyer, Mayor

ATTEST:

By _____
Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOOKIN	Voted _____
COUNCIL MEMBER MCEVERS	Voted _____
COUNCIL MEMBER MILLER	Voted _____
COUNCIL MEMBER EDINGER	Voted _____
COUNCIL MEMBER EVANS	Voted _____
COUNCIL MEMBER ADAMS	Voted _____

_____ was absent. Motion _____.

EXHIBIT A

LOAN OFFER

EXHIBIT B
SUBSTANTIAL FORM OF REVENUE BOND



STATE OF IDAHO
DEPARTMENT OF
ENVIRONMENTAL QUALITY

1410 North Hilton • Boise, Idaho 83706 • (208) 373-0502
www.deq.idaho.gov

C.L. "Butch" Otter, Governor
John H. Tippetts, Director

September 3, 2015

Certified mail no.: 7013 1710 0000 9751 7511

The Honorable Steve Widmyer
Mayor of City of Coeur d'Alene
710 E. Mullan Avenue
Coeur d'Alene, Idaho 83814

RE: Offer of Loan # WW1601

Dear Mayor Widmyer:

I am pleased to inform you that your application for a loan in the amount of \$20,000,000 from the Clean Water State Revolving Fund has been accepted. The loan offer is enclosed. Please note that the enclosures include Davis Bacon wage provisions in Attachment B and C.

Attached is a set of wastewater system classification forms for your use in determining the future classification of your system. The updated system classification information is important and should be shared with your responsible charge operator and substitute responsible charge operator. Wastewater facility upgrades make it likely that the system classification will change or increase and that the associated responsible charge operator and substitute responsible charge operator licenses will also require upgrade. Should you have any questions regarding system classification, please contact Mike May at 208-373-0406.

Once this offer has been accepted by the City, please complete the project schedule (Attachment A) and sign the offer on page 12. A copy of the signed offer should be kept in the City's files. The loan offer and Attachment A should be returned to MaryAnna Peavey in this office at the address listed above, on or before 60 days from the date of this loan offer. Please pay close attention to the Special Conditions on pages 7-8 of the loan offer. Please read and comply with Attachment B and C relating to compliance with Davis Bacon wage provisions.

If you have any questions regarding this loan offer, please contact MaryAnna Peavey at 208-373-0122 or Katy Baker-Casile in our Coeur d'Alene Regional Office at 208-769-1422.

Sincerely,

A handwritten signature in blue ink that reads "Barry N. Burnell".

Barry N. Burnell
Water Quality Division Administrator

BNB:MHP:dls

Enclosures (loan offer, Attachments A, B, & C, system classification information)

c: Katy Baker-Casile, DEQ Coeur d'Alene Regional Office (w/o enclosures)
Michael Zeltner, HDR Engineering (michael.zeltner@hdrinc.com)
James Remitz, Capital Program Manager (jremitz@cdaid.org)
MaryAnna Peavey, DEQ State Office
Bill Hart, DEQ State Office

**STATE OF IDAHO
DEPARTMENT OF ENVIRONMENTAL QUALITY
LOAN OFFER, ACCEPTANCE AND AGREEMENT
FOR WASTEWATER TREATMENT FACILITY
DESIGN AND CONSTRUCTION**

SECTION I. INTRODUCTION

The State of Idaho (State) is authorized by Title 39, Chapter 36 (Act), Idaho Code, to make loans from the Wastewater Treatment Facility Loan Account (Account) to assist municipalities in the construction of wastewater treatment facilities. The Idaho Board of Environmental Quality, through the Department of Environmental Quality (Department), is authorized to administer the Act. The Department has determined that the City of Coeur d'Alene (Borrower) has established eligibility for a loan under the terms of the Act and IDAPA 58.01.12, the Idaho Rules for Administration of Water Pollution Control Loans (the Rules).

The Borrower is a public entity created for the purposes, among other purposes, of operating and maintaining the waste water treatment system located at 881 W. Hubbard Avenue, Coeur d'Alene, Idaho and taking all necessary actions to ensure that the waste water system meets all applicable laws. The Department hereby offers a loan to the Borrower according to the terms and conditions contained in this document and the Rules.

SECTION II. DESCRIPTION OF PROJECT

This loan agreement is for design and construction of the following project:

- A. Loan Project Number: WW1601
- B. Name and Address of Borrower: City of Coeur d'Alene
710 E. Mullan Avenue
Coeur d'Alene, Idaho 83814
- C. Project Description: This loan is for construction of additional primary treatment improvements (including a new primary clarifier), secondary treatment improvements (including a new secondary clarifier), expansion of the tertiary filtration system to treat current and future plant flows, and modifications to the existing chemical systems.
- D. Terms: \$20,000,000 at 2.75% (interest of 1.75% and loan fee of 1.00%) to be repaid in biannual installments over 20 years.

E. Estimated Project Budget:

1.	Administrative/Legal Costs	\$ 100,000
2.	Engineering Fees	\$ 2,840,000
3.	Advance Treatment Construction	\$ 9,000,000
4.	Secondary Treatment Construction	<u>\$ 8,060,000</u>
5.	Total	<u>\$ 20,000,000</u>

SECTION III. GENERAL CONDITIONS

This offer may only be accepted by signature by an authorized representative of the Applicant. Upon acceptance by the Applicant, this offer shall become a loan agreement (Agreement) and the Applicant shall become a Borrower. By accepting this offer, the Borrower agrees to all terms and conditions set forth in this document and the Rules:

The Borrower agrees:

- A. To not transfer, assign or pledge any beneficial interest in this Agreement to any other person or entity without the prior written consent of the Director of the Department of Environmental Quality (Director). To not enter into sale, lease or transfer of any of the property related to the Agreement. To not make any additional material encumbrances to the project without the prior written consent of the Director. To not incur any liabilities that would materially affect the funds pledged to repay this loan without the prior written consent of the Director. To not delegate legal responsibility for complying with the terms, conditions, and obligations of this Agreement without the prior written consent of the Director. Notwithstanding any other provision of this paragraph, the Borrower may sell or otherwise dispose of any of the works, plant, properties and facilities of the project or any real or personal property comprising a part of the same which shall have become unserviceable, inadequate, obsolete or unfit to be used in the operation of the project, or no longer necessary, material or useful in such operation, without the prior written consent of the Director.
- B. To enter into such contractual arrangements with third parties as it deems advisable to assist it in meeting its responsibilities under this Agreement.
- C. To fulfill all declarations, assurances, representations and statements in the application and all other documents, amendments and communications filed with the Department by the Borrower in support of the request for this loan. Which application is attached hereto and incorporated by reference herein.
- D. To comply with applicable State and Federal employment requirements including, but not

limited to, Equal Employment Opportunity and Civil Rights requirements.

- E. To make efforts to award subagreements to Disadvantaged Business Enterprises (DBE) which includes Minority and Women-owned businesses (MBE/WBE).
- a. The separate fair share goals for MBE and for WBE, will be in bid solicitations and documentation of efforts to obtain MBE/WBE participation will be required of any contractor who fails to attain the goals; and,
 - b. Semi-annual reports of MBE/WBE utilization will be prepared on forms supplied by the Department; and,
 - c. Include the following language in all procurement contracts *“The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.”*
- F. The Borrower has provided the Department with documentation evidencing ownership of, and/or the right of access or easements for real property on which the project is proposed to be constructed. Clear title or legal right to access all real property necessary for the successful operation of the facilities shall be guaranteed by the Borrower for the useful life of the project, prior to commencement of construction. Land acquisitions shall only be reimbursed by DEQ if obtained from a willing seller.
- G. That if prior to completion of this Agreement the project is damaged or destroyed, there will be no reduction in the amounts payable by the Borrower to the Department.
- H. That in the event there is any default in the payment of either the principal amount, loan fee or the interest due under this Agreement, or any breach by the Borrower of any of the terms or conditions of this Agreement, the entire principal amount and whatever interest and fees are due to the date of payment may be declared due and immediately payable. The procedure for events of default and remedies by the Borrower are set forth in the Borrower’s Wastewater Bond Ordinance No. 3453, adopted November 29, 2012, as supplemented. The amount of such default shall bear the same interest and fee rate as applies to the principal of this loan from the date of default until the date of payment by the Borrower. All costs incurred by the Department due to such default, including court costs and attorney's fees, shall be repaid by the Borrower to the Department.
- I. That any waiver by the Department at any time of the rights or duties under this Agreement shall not be deemed a waiver of any subsequent or additional rights or duties under this Agreement.
- J. That the use by the Department of any remedy specified in this Agreement for its enforcement is not exclusive and shall not deprive the Department of the right to seek any other appropriate legal or equitable remedy.

- L. That this Agreement is binding upon the Borrower and the Department, and any person, office or entity succeeding the Borrower or the Department.
- M. To comply with all applicable federal, state and local laws.
- N. In the event any term of this Agreement is held to be invalid or unenforceable by a court, the remaining terms of this Agreement will remain in force.
- O. The total loan funds disbursed per this Agreement are considered federal financial assistance per the Single Audit Act of 1984, as amended by the Single Audit Act Amendments of 1996 (SAA), 31 U.S.C. §§7501-7507. (2000). If Borrower expends more than \$750,000 of any federal funds in a fiscal year, Borrower shall conduct an audit in accordance with the SAA. In such case, Borrower shall provide the Department a copy of the SAA audit within nine (9) months of the end of the audit period per the SAA. Borrower recognizes that it is responsible for determining if the \$750,000 threshold is reached and if a SAA audit is required. Additionally, Borrower shall inform the Department, in writing, of findings or recommendations pertaining to the State Revolving Fund contained in any SAA audits conducted by Borrower.
- P. Comply with all federal requirements applicable to the Agreement (including those imposed by the 2014 Consolidated Appropriations Act (Public Law 113-76, Section 436) and related SRF Policy Guidelines) which includes requirements that all of the iron and steel products used in the Project are to be produced in the United States (“American Iron and Steel Requirement”) unless (i) the Borrower has requested and obtained a waiver from Department pertaining to the Project or (ii) Department has otherwise advised the Borrower in writing that the American Iron and Steel Requirement is not applicable to the Project.

Comply with all record keeping and reporting requirements under the Clean Water Act (Section 1386 of Title 33), including any reports required by a Federal agency or Department such as information on costs and project progress.

The Borrower understands that (i) each contract and subcontract related to the project is subject to audit by appropriate federal and/or state entities and (ii) failure to comply with the Clean Water Act and this Agreement may be a default hereunder that results in a repayment of the loan in advance of the maturity of the Bonds and/or other remedial actions.

- Q. As per Executive Order 12549, 2 CFR 180 and 2 CFR 1532 the Borrower agrees to not enter into covered transactions with any contractors or subcontractors that have been suspended or debarred, and to include a similar term or condition in all lower tier covered contracts and transactions.

SECTION IV. PROJECT MANAGEMENT

The Borrower agrees to:

- A. Require the prime engineering firm(s) and their principals retained for engineering services to carry professional liability indemnification to protect the public from the engineer's negligent acts and errors of omission of a professional nature. The total aggregate of the engineer's professional liability indemnification shall be at least one hundred thousand dollars (\$100,000) or twice the amount of the engineer's fee, whichever is greater. Professional liability indemnification must cover all services rendered for all phases of the project, whether or not those services are state funded, until the certification of project performance is accepted by the Department.
- B. Comply with the Public Works Contractors License Act and the Public Contracts Bond Act, Title 54, Chapter 19, Idaho Code, including requiring the prime construction contractor retained for construction to carry performance and payment bonds equal to one hundred percent (100%) of the contract price. The bond will be released when the constructed facility is accepted by the Borrower.
- C. Assure that contracts related to the project which provide for arbitration allow appeal of any resulting arbitration decision to a district court or allow the arbitration to be non-binding on both parties if either party desires not to use arbitration as a method of dispute settlement.
- D. Jointly with an engineering consultant provide assurances that the physical and operational integrity of the works, when constructed, will achieve the level of treatment provided for in the design specifications.
- E. Provide for the accumulation of funds through charges made for services, assessments on property owners or otherwise, for the purposes of (1) establishing a fund dedicated solely to the repayment of principal, interest and loan fee on this loan, (2) capital replacement and (3) future improvement, betterment, and extension of such works occasioned by increased usage on the facility.
- F. Provide a plan and program for an equitable user charge system for payment of operation and maintenance of constructed facilities. Make available on an equitable basis the services of the project to the residents and commercial and industrial establishments of the area it was designed to serve. The user charge system shall be approved by the Department and enacted by the Borrower prior to receiving final payment.
- G. Review and update the user charge system at least biennially during the life of this Agreement to assure that all costs including applicable debt retirement, operation and maintenance are offset by sufficient revenues.
- H. Develop and adopt a sewer use ordinance prior to receiving final payment of State loan

funds.

- I. Provide an operation and maintenance manual for the system approved by the Department prior to receiving final payment of State loan funds.
- J. Provide adequate staffing and qualified operation and maintenance personnel as specified in the operation and maintenance manual approved by the Department.
- K. Assure that the operator in charge of the treatment facility has a licensure commensurate with the nature of the collection and treatment facility per the Wastewater Rules, IDAPA 58.01.16.
- L. Assure that facility personnel shall participate in operator training programs approved by the Department and designed to assure competence in the operation and maintenance of the facility.
- M. Commence satisfactory operation and maintenance of the sewage treatment facility on completion of the project in accordance with applicable provisions, rules of the Department and any other applicable law, rule or regulation and not discontinue operation or dispose of the treatment facility without the written approval of the Department.
- N. Maintain project accounts in accordance with generally accepted accounting principles.
- O. Certify whether or not the project is performing in accordance with the design performance standards after the project has been in operation for one year. If the project cannot meet these standards, the Borrower must submit a corrective action report and a schedule for bringing the project into compliance to the Department.
- P. All laborers and mechanics employed by the prime construction contractor and subcontractors in the project using State Revolving Fund (SRF) loans shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality in accordance with the labor standards, including prevailing wage rates and instructions for reporting, as established by the United States Department of Labor (subchapter IV of Chapter 31 of title 40, United States Code). Borrower agrees that all procurement contracts must include as a term and condition that contractors and subcontractors must obtain wage determinations from the Department of Labor and comply with Department of Labor guidance and regulations implementing wage rate requirements applicable to SRF funds. Wage determinations shall be finalized prior to final bid submissions. Specific requirements related to Davis Bacon compliance are included in Chapter 6, Form C, of the CWSRF Loan Handbook, located at http://www.deq.idaho.gov/media/578581-form_6_c.pdf (current as of 08/03/2014).

SECTION V. SPECIAL CONDITIONS

- A. The Borrower shall complete the attached project schedule and submit to the Department for approval on or before 60 days from the date of this loan offer. No funds shall be disbursed per this Agreement until a project schedule has been approved by the Department. The Department approved project schedule shall be attached to this Agreement as Attachment A and incorporated by reference as if fully set forth herein. The Borrower shall complete the project in accordance with the approved project schedule.
- B. All amendments to the project schedule must be approved by the project engineer in the Department's Coeur d'Alene regional office, prior to becoming effective.
- C. Manage direct and indirect environmental impacts from that project that are specified in the environmental determination.
- D. If your community receives \$750,000 or more in Federal monies, in any single fiscal year, during the period under which you are receiving loan disbursements, than you must submit a Single Audit Act audit report to DEQ (for each and every year the threshold is met).
- E. Provide for continuing acceptance and treatment of local septage waste, if such facilities were constructed under this Agreement.
- F. A technical memorandum shall be developed and submitted during the detailed design phase for each Green Project Reserve (GPR) component identified in the Letter of Interest. The memorandum shall fully detail the GPR justification according to the current EPA guidance for determining project eligibility and comparable to the examples provided on the Department's website. Please review the following URLs for guidance (*current as of 08/03/2015*):
1. http://kia.ky.gov/NR/rdonlyres/08C6B5D5-BD95-4DC7-A579-9CAA7AEAA7AB/0/EPA_GPR_Guidance_May2011.pdf
 2. http://water.epa.gov/grants_funding/dwsrf/upload/dwsrf_gpr_business_case_examples_508_compliant.pdf
 3. <http://www.deq.idaho.gov/water-quality/grants-loans/green-project-reserve.aspx>
- G. If there is an existing capital replacement fund, the Borrower shall continue the same or increase contribution until a new or updated capital budget and rate structure has been implemented. The new or updated capital budget shall include life-cycle (at least 20 year) replacement of short-term and intermediate-term capital items and be funded and supported by the new or updated capital improvement plan for the alternative selected in the approved facility plan document. The User Charge system shall provide full-cost pricing for at least the life of the loan.

- H. Implement green building management (based on Leadership in Energy and Environmental Design [LEED] operation and maintenance [O&M] criteria) that was developed in the approved facility plan document.
- I. Conduct a professional energy audit and substantially implement its recommendations.

SECTION VI. SECURITY REQUIREMENTS

The Borrower agrees:

- A. This loan will be evidenced and secured by a promissory note or bond in the amount of \$20,000,000 (twenty million dollars). The promissory note or bond will be issued upon project completion and incorporated by reference into this Agreement.
- B. There will be a reserve fund equal to one year's payment of principal, fees and interest on the loan established. The Borrower has ten years to establish the reserve, setting aside 10% (ten percent) of one year's payment into the reserve fund each year.

SECTION VII. LOAN DISBURSEMENTS

The Borrower agrees:

- A. This loan shall be used solely to aid in the financing of the Borrower's project described in Section II.
- B. Requests for actual disbursement of loan funds will be made by the Borrower using forms provided by the Department. Upon approval of the disbursement request by the Department loans funds shall be released to the Borrower.
- C. The costs set forth in Section II have been determined by the Department to be eligible costs for funding. Some of the costs however, have been estimated, and the actual costs may differ from such estimated costs. A project review by the Department will determine final eligible costs for the project.
- D. If the actual eligible cost of the project is determined by the Department to be lower than the estimated eligible cost, the loan amount will be reduced accordingly.
- E. An increase in the loan amount as a result of an increase in eligible project costs shall be considered, provided funds are available. Documentation supporting the need for an increase must be submitted to the Department for approval prior to incurring any costs above the eligible cost ceiling.
- F. Payment of the final five percent (5%) of this loan shall be withheld until the following requirements are met:

1. The Borrower's engineer certifies (a) that the project has been constructed according to plans and specifications previously approved by the Department, (b) an operations manual has been completed and (c) that the project is fully operational; and
 2. The Department has inspected the project and verifies the engineer's certification.
- G. Payment of the final ten percent (10%) of this loan shall be withheld until the following requirements are met:
1. The Special Conditions in Section V have been met; and
 2. A responsible charge operator (RCO) has been designated who is licensed at or above the classification level of the system. At such times as the RCO is not available, a substitute RCO shall be designated to replace the RCO, who is licensed at or above the classification level of the system.
- H. This offer is subject to the existence of the offered sum of money in the Account at the time of payment. Should the offered sum of money not be available in the Account at the time of payment, the Department hereby agrees to pay the Borrower the offered sum of money on the basis of the Borrower's priority position immediately upon the accrual of said sum in the Account.

SECTION VIII. REPAYMENT TERMS AND SCHEDULE

The Borrower agrees:

- A. This loan shall be repaid in the manner set forth in the promissory note or bond, which shall be attached to this Agreement and incorporated by reference. The payment terms of the promissory note or bond shall be consistent with this Agreement.
- B. To pay biannual payments of principal, fees and interest and to fully amortize this loan not later than twenty (20) years from project completion. Interest will begin accruing with the first disbursement of funds. At the time of closing, accrued interest will be either paid to the Department or incorporated into the final loan amount if the approved amount has not been exceeded.
- C. At the time of closing, the Department may elect to impose a loan fee (not to exceed 1%) pursuant to the Rules. If a loan fee is imposed, the loan interest rate will be reduced by the amount of the loan fee. The loan fee will be assessed against the final loan balance, which shall include the entire principal balance and may include capitalized interest. Any loan fee shall be due and payable concurrently with scheduled loan principal and interest repayments over the repayment period.
- D. This Agreement shall remain in full force and effect until all loan proceeds, including

principal, interest and loan fee, have been paid in full or the Agreement is otherwise suspended or terminated by the Department.

SECTION IX. PROHIBITIONS

The Borrower agrees:

Expansion of collection systems in excess of reserve capacity of the treatment works will be prohibited unless prior to expansion, provisions for adequate treatment are provided in writing by the Borrower to the Department and approved by the Department.

SECTION X. SUSPENSION OR TERMINATION OF LOAN AGREEMENT

- A. The Director may suspend or terminate this Agreement prior to final disbursement for failure of the loan recipient or its agents, including engineering firm(s), contractor(s), or subcontractor(s) to perform. This Agreement may be suspended or terminated for good cause including, but not limited to, the following:
1. Commission of fraud, embezzlement, theft, forgery, bribery, misrepresentation, conversion, malpractice, misconduct, malfeasance, misfeasance, falsification or unlawful destruction of records, receipt of stolen property or any form of tortious conduct; or
 2. Commission of any crime for which the maximum sentence includes the possibility of one (1) or more years imprisonment or any crime involving or affecting the project; or
 3. Violation(s) of any term of this Agreement; or
 4. Any willful or serious failure to perform within the scope of the project, plan of operation and project schedule, terms of engineering subagreements, or contracts for construction; or
 5. Utilizing a contractor or subcontractor who has been suspended or debarred by order of any federal or state agency from working on public work projects funded by that agency.
- B. The Director will notify the Borrower in writing and by certified mail of the intent to suspend or terminate this Agreement. The notice of intent shall state:
1. Specific acts or omissions which form the basis for suspension or termination; and
 2. Availability of a contested case hearing before the Board of Environmental Quality conducted as provided for in the Rules of Administrative Procedure Before the Board of Environmental Quality, IDAPA 58.01.23.

- C. If the Borrower does not initiate a contested case hearing before the Board by filing a petition within the time period specified by the Rules of Administrative Procedure Before the Board of Environmental Quality, IDAPA 58.01.23., the Department may thereafter terminate or suspend the Agreement by written notice to the Borrower. If the Borrower initiates a contested case, the termination or suspension shall be determined by the Board.
- D. The Borrower shall perform no work under the Agreement after receiving a notice of intent to suspend or terminate until all administrative proceedings and appeals therefrom are final or the Department reinstates the Agreement or it is terminated as provided herein.
- E. Upon written request by the Borrower with evidence that the cause(s) for suspension no longer exists, the Director may, if funds are available, reinstate the Agreement. If a suspended Agreement is not reinstated, the loan will be amortized and a repayment schedule prepared in accordance with the provisions of this Agreement.
- F. No terminated loan shall be reinstated. Terminated loans will be amortized and a repayment schedule prepared in accordance with the provisions of this Agreement.

SECTION XI. ACCESS AND INDEMNIFICATION


The Borrower agrees to:

- A. Provide the Director, or his/her authorized agents, and the U.S. Environmental Protection Agency, access to all files, records, accountings and books relating to the management and accountability of this loan.
- B. Indemnify and hold harmless the State of Idaho, its agents and its employees from any and all claims, actions, damages, liabilities and expenses directly or indirectly connected to the Borrower or its agents, employees, contractors, or assignees actions related to the location, design, construction, operation, maintenance, repair, failure or deactivation of the project or any part of the project.

SECTION XII. OFFER

The offer set forth herein must be accepted, if at all, on or before 60 days from the date of this loan offer. An acceptance must be accompanied by a resolution of the Applicant's governing body authorizing the signator to sign on the Applicant's behalf for the purpose of this agreement.

Dated August 31st, 2015.



John H. Tippetts
Director
Department of Environmental Quality

SECTION XIII. ACCEPTANCE

The City of Coeur d'Alene, by and through its undersigned representative(s), accepts the foregoing offer and agrees to discharge all obligations and to comply with all terms and conditions contained herein.

Signature of Representative

Name and Title of Representative - type or print

Date

LOAN AGREEMENT BETWEEN THE STATE OF IDAHO
DEPARTMENT OF ENVIRONMENTAL QUALITY AND
CITY OF COEUR D'ALENE
LOAN PROJECT NUMBER: WW1601
PROJECT SCHEDULE

Pursuant to Section V, Special Conditions of the loan agreement (Agreement) between the State of Idaho, Department of Environmental Quality (Department) and the City of Coeur d'Alene (Borrower), Loan Project Number: WW1601. This loan is for construction of additional primary treatment improvements (including a new primary clarifier), secondary treatment improvements (including a new secondary clarifier), expansion of the tertiary filtration system to treat current and future plant flows, and modifications to the existing chemical systems. The Borrower agrees to complete the project in accordance with the following schedule:

Number of Months from Loan Acceptance	Task
_____	10% Design Review
_____	50% Design Review
_____	90% Design Review
_____	Final Plans, Specifications and Bidding Documents
_____	Bid Summary
_____	Award Construction Contract
_____	Project Management Conference.
_____	Plan of Operation Amendment
_____	Draft Operation & Maintenance (O&M) Manual
_____	Staffing Plan
_____	Construction Completion
_____	User Charge System Enacted
_____	Sewer Use Ordinance Enacted
_____	Final O&M Manual
_____	Final Inspection
_____	Review of Updated Wastewater System Classification Forms
_____	Verify Appropriate Operator Licensure
_____	Initiate Operation
_____	Final Payment

Project schedule approved by:

Signature of Borrower Representative

Signature of Department Representative

Printed Name of Borrower Representative

Printed Name of Department Representative

Date of Approval

Date of Approval

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Wage Rate Requirements Under The Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6)

Preamble

With respect to the Clean Water and Safe Drinking Water State Revolving Funds, EPA provides capitalization grants to each State which in turn provides subgrants or loans to eligible entities within the State. Typically, the subrecipients are municipal or other local governmental entities that manage the funds. For these types of recipients, the provisions set forth under Roman Numeral I, below, shall apply. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section 3(ii)(A), below and for compliance as described in Section I-5.

Occasionally, the subrecipient may be a private for profit or not for profit entity. For these types of recipients, the provisions set forth in Roman Numeral II, below, shall apply. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section II-3(ii)(A), below and for compliance as described in Section II-5.

Requirements Under The Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6)

For Subrecipients That Are Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under the FY 2013 Continuing Resolution with respect to State recipients and subrecipients that are governmental entities. If a subrecipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient. If a State recipient needs guidance, the recipient may contact Idaho DEQ's Tim Wendland at tim.wendland@deq.idaho.gov or at 208-373-0439. The recipient or subrecipient may also obtain additional guidance from U.S. Department of Labor's (DOL) web site at <http://www.dol.gov/whd/>

1. Applicability of the DB prevailing wage requirements.

Under the FY 2013 Continuing Resolution, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the subrecipient shall monitor www.wdol.gov weekly to ensure that the wage determination contained in the solicitation remains current. The

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subrecipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.

- (ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

(c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2013 Continuing Resolution, the following clauses:

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(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the DB Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the DB poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the DOL's web site, www.dol.gov.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, DOL, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the

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State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the DB Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the DOL, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to DB prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the DB Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a

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plan or program described in section 1(b)(2)(B) of the DB Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the OL for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5(a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5(a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

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(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage

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determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the DB and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the DOL set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the DOL, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the DB Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the DB Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

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4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient, upon written request of the EPA Award Official or an authorized representative of the DOL, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives

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of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the DOL or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/contacts/whd/america2.htm>.

Attachment C

Davis Bacon Compliance Requirements for Borrowers

Compliance with this Attachment to the Loan Offer will be monitored as part of the DEQ Project Officer's disbursement approval process, and during interim and final inspections.

1. Request Additional "Trade" Classifications and Wage Rates

If the work classification(s) needed does not appear on a federal wage decision, borrowers will need to request an additional classification and wage rate. It is recommended the process be started early during the preconstruction conference. The borrower and prime contractor for the project should identify the classification needed and recommend a wage rate through the Department of Environmental Quality (DEQ).

Requests can be approved if:

- The work that will be performed by the requested classification is not already performed by another classification that is already on the wage decision. (In other words, if there already is an Electrician classification and wage rate on the wage decision, another Electrician classification and rate cannot be requested.)
- The proposed wage rate, including bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- If the contractor and laborers and mechanics to be employed in the classification (if known), and the borrower agree on the classification and wage rate (including fringe where appropriate).

Requests must be made in writing through the borrower, including a completed Conformance Request SF 1444 Form (Attachment 8-A). The request should identify the work classification that is missing and recommend a wage rate for the classification. Also include any pertinent documents that may be helpful (if requesting paying the state prevailing wage rate, include the state wage decision). Send the packet to DEQ for review and submission to the U.S. Department of Labor (DOL) for approval. DOL's response will be forwarded to the borrower.

If the request is denied, the borrower will be notified what classification and rate should be used. Requesting additional classification does not hold up the payroll process. It may however result in correcting underpayments if DOL is not in agreement with the request.

2. Conduct Payroll Reviews

The Federal Copeland Act requires that workers be paid at least once a week, and without any deductions or rebates except permissible deductions such as payroll taxes, deductions the worker authorizes in writing, or those provided by court order. The Act also requires contractors to maintain payroll records and submit weekly certified payroll and statement of compliance to the borrower certifying wages paid and deductions made. The appropriate wage rates are those determined pursuant to the federal Davis-Bacon related acts by the Federal Department of Labor. Further, if the rate is not shown in the Davis-Bacon related acts, an additional classification must be obtained from the U.S. Department of Labor through DEQ.

- Borrowers must also review payrolls to determine if workers on the construction project have received appropriate rates of overtime compensation. The Contract Work Hours and Safety Act requires that laborers and mechanics receive overtime compensation at a rate of not less than one and one-half times their regular hourly wage after they have worked 40 hours in one week on DWSRF funded projects.

Weekly payroll records must be reviewed by the borrower for the following:

- Payrolls were submitted on time
- Forms were filled out completely including on the initial payroll, the name, identifying number, address, and job classification for each employee.
- All self-employed owners, who have no employees, are designated as an employee and are reported on the certified payroll of the General contractor (or subcontractor if hired by them). Fill out the form the same as for employees and enter “self-employed” and contracting license number where the payroll asks for deductions.
- If the owner of the company has employees and performs work on the project covered by Davis-Bacon wage decisions, the owner is listed as an employee on the certified payroll he submits for his employees. Fill out the form the same as for employees and enter “self-employed, owner or owner/operator”.
- The wages and fringes listed on the certified payroll for each job classification agree with those identified on the statement of intent to pay prevailing wages.
- The payrolls include all the classifications being utilized even if not listed on the statement of intent to pay prevailing wages.
- Payrolls only include permissible deductions.
- When fringe benefits are being paid into a benefit plan, block 4(a) on the back of the certified payroll form must be checked.
- Apprentices or trainees listed on the certified payroll are working under approved apprenticeship and training agreements. Copies of those certifications should be included with payrolls.
- The payroll form is signed.

3. Conduct On-Site Reviews

The borrower, or its representative, must provide for visits to the construction site to determine that:

- Wage determinations are posted at the job site.
- Employees are working within the proper job classification.

4. Conduct Employee Interviews

If there is reason to suspect contractor noncompliance: The borrower or its representative (not the prime contractor, or subcontractors) must conduct employee interviews with at least one employee in each trade to determine the following:

- Employees are being paid the amounts/rates stated on the payrolls
- Employees are being properly compensated for overtime hours

- Employees are receiving their full wages and fringe benefits and are not being subjected to coercion or kickback tactics by the contractor or subcontractors.
- Contractors and subcontractors are using and paying apprentices and trainees appropriately.

5. Submit First Week Labor Standards (21 Day Labor Packet)

For each prime and subcontractor performing work on-site during the first week of construction, the borrower must provide a copy of the following documents to the DEQ regional office in charge of day-to-day project oversight, within 21 days after the contractors start construction on the project.

- Certified Payroll for the first week pay period
- Employee interview forms for the first week

The purpose for submitting the above information to DEQ is to assure that any underpayments are detected early and appropriate corrections made early while easy to implement. **The first week labor standards (21 day) packet must be provided to DEQ and any underpayments resolved before DEQ will pay the construction reimbursement request. If underpayments are discovered, DEQ will notify the borrower to work with the prime contractor to have restitution made and a corrected certified payroll submitted to DEQ for approval.**

6. Resolve Overtime Violations

If the prime contractor or subcontractors do not compensate a worker appropriately for overtime, the borrower needs to notify DEQ and work with the prime contractor to resolve the overtime violations.

- If the violation is less than \$10 per worker, the violation does not have to be reported.
- If the violation is \$10 or more per worker, the prime contractor must make payment or assure payments are made by subcontractors and submit a corrected certified payroll and a copy of the check to the worker, and send it to the borrower. Any time the violation is \$10 to \$999, the borrower must notify DEQ in writing. If the violation is \$1,000 or more, the borrower must submit a Labor Standards Enforcement Report to DEQ who will coordinate the violation with the Department of Labor or EPA (contact DEQ for assistance in filing this report).

7. Resolve Other Underpayments

If a mathematical error, misclassifications, or other error that results in the underpayment of wage or fringe benefits occurs, the prime contractor or subcontractor must make restitution and submit a corrected certified payroll and a copy of the check showing the underpayment made to the worker, to the borrower.

8. Conduct Technical Inspections

During construction, the borrower is responsible for monitoring contractor/subcontractor progress and compliance with technical requirements of the project. Typically, this monitoring process is the responsibility of the consulting project engineer; however, the borrower may wish to designate someone locally with oversight responsibility. The purpose of the technical monitoring process is to ensure that the project is constructed as planned, within budget and estimated timeframes, and within specified quality and quantity standards.

9. Maintain Project Records

The borrower is required to maintain project records that document all financial, monitoring and inspection transactions, and progress reviews that occur during the life of the project. Borrowers must maintain copies of weekly certified payrolls and any corrected certified payrolls, copies of correspondence and resolution of overtime violations, and copies of employee interviews in the project files for the life of the loan as defined by the contract.



IDAHO PUBLIC WASTEWATER TREATMENT PLANT CLASSIFICATION WORKSHEET

OFFICE USE DO NOT WRITE HERE
System Class _____
Upgrade ___ STD 5 Yr ___
Approved by _____
Date _____

Name of System: _____

Legal Owner of Treatment System _____

System Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____ Title: _____

Business Phone Number: (____) _____ Email _____

Treatment System - Design Flow/Actual Flow _____ / _____
(MGD) (MGD)

Treatment Plant Classification Worksheet is (Check one):

- Initial System Rating
 System Upgrade
 Standard 5 Year Rating
 Date of last system classification rating (if applicable) _____

Attach a flow schematic or hydraulic flow diagram of the treatment facility to this treatment plant classification worksheet when submitting to DEQ.

Instructions:
 Use this rating form for all types of public wastewater treatment plants, facilities, or systems^{D-16} that treat domestic and/or industrial wastewater including, but not limited to traditional biological and mechanical treatment processes, large soil absorption systems, community drainfields, and wastewater lagoon systems. Fill out ONE form for the wastewater treatment facility including all sequential, parallel or multiple treatment processes for both effluent and solids that provide treatment of all wastewater introduced into the system.

How to Assign Points:
 Evaluate each item listed in the table below and place the specified point value next to each item selected. *Each unit process should have points assigned only once.* Add the total number of points selected to determine the class of the treatment system. Definitions describing all configurations, names, and/or reasons why rating points are or are not assigned to a particular item are provided for those items with a small D-number behind the item, i.e. D-1. Check the definition if unsure whether a particular treatment plant process qualifies for the point value shown.

Treatment facilities will be classified as VSWW, Class I, Class II, Class III or Class IV with IV being the largest and most complex. *Mail the completed, signed form to the Department of Environmental Quality 1410 N. Hilton, Boise, ID 83706*
Attention: Mike May. Keep a photocopy of the original form for your files.

Item	Points	Your System
<i>System Size (2 to 20 points)</i>		
Number of Connections (for information only)	(not scored)	
Maximum population served, peak day (1 point minimum to 10 point maximum)	1 point/10,000 or part	

Item	Points	Your System
Design flow (average/day) or peak months (average/day) Whichever is larger (1 point min to 10 point max)	1 point/MGD or part	
Variation in Raw Waste (0 to 6 points) ¹		
Variations do not exceed those normally or typically expected	0 points	
Recurring deviations/excessive variations of 100% to 200% in strength/flow	2 points	
Recurring deviations/excessive variations of more than 200% in strength/flow	4 points	
Raw wastes subject to toxic waste discharges	6 points	
Impact of septage of truck-hauled waste (0 to 4 points)	0-4 points	
Preliminary Treatment Process		
Plant pumping of main flow	3 points	
Screening, comminution	3 points	
Grit removal	3 points	
Equalization	1 point	
Primary Treatment Process		
Primary clarifiers	5 points	
Imhoff tanks, septic tanks, or similar (combined sedimentation/digestion) ^{D-8}	5 points	
Secondary Treatment Process		
Fixed-film reactor ^{D-7}	10 points	
Activated sludge ^{D-1}	15 points	
Stabilization ponds or lagoon without aeration	5 points	
Stabilization ponds or lagoon with aeration	8 points	
Membrane Biological Reactor (MBR) – Basic MBR which combines activated sludge (minus secondary clarification) and membrane filtration. ^{D-17}	15 points	
Tertiary Treatment Process		
Polishing ponds for advanced waste treatment	2 points	
Chemical/physical advanced waste treatment w/o secondary ^{D-5}	15 points	
Chemical/physical advanced waste treatment following secondary ^{D-4}	10 points	
Biological or chemical/biological advanced waste treatment ^{D-2}	12 points	
Nitrification by designed extended aeration only	2 points	
Ion exchange for advanced waste treatment	10 points	
Reverse osmosis, electrodialysis and other membrane filtration techniques for advanced waste treatment	15 points	
Advanced waste treatment chemical recovery, carbon regeneration	4 points	
Media filtration (removal of solids by sand or other media) ^{D-13}	5 points	
Additional Treatment Processes		
Chemical additions (2 points each for a max of 6 points) ^{D-3}	0-6 points	
Dissolved air floatation (for other than sludge thickening)	8 points	
Intermittent sand filter	2 points	
Recirculating intermittent sand filter	3 points	
Microscreens	5 points	
Generation of oxygen	5 points	
Solids Handling		
Solids stabilization (used to reduce pathogens, volatile organic chemicals &		

Item	Points	Your System
odors include lime or similar treatment and thermal conditioning) ^{D-15}	5 points	
Gravity thickening	2 points	
Mechanical dewatering of solids ^{D-11}	8 points	
Anaerobic digestion of solids	10 points	
Aerobic digestion of solids	6 points	
Evaporative sludge drying	2 points	
Solids reduction (including incineration, wet oxidation)	12 points	
On-site landfill for solids	2 points	
Solids composting ^{D-14}	10 points	
Land application of biosolids by contractor ^{D-9}	2 points	
Land application of biosolids by facility operator in responsible charge	10 points	
<i>Disinfection (0 to 10 points maximum)</i>		
No disinfection	0 points	
Chlorination (including chlorine dioxide or chloramines) or ultraviolet irradiation	5 points	
Ozonation	10 points	
<i>Effluent Discharge (0 to 10 points maximum)</i>		
No discharge	0 points	
Discharge to surface water receiving stream ^{D-6}	0 points	
Mechanical post aeration ^{D-12}	2 points	
Land treatment with surface disposal or land treatment with subsurface disposal ^{D-10}	4 points	
Direct recycle and reuse	6 points	
<i>Instrumentation (0 to 6 point maximum)</i>		
SCADA or similar instrumentation systems to provide data with no process operation	0 points	
SCADA or similar instrumentation systems to provide data with limited process operation	2 points	
SCADA or similar instrumentation systems to provide data with moderate process operation	4 points	
SCADA or similar instrumentation systems to provide data with extensive or total process operation	6 points	
<i>Laboratory Control (0 to 15 point maximum)²</i>		
<i>Bacteriological/Biological Laboratory Control (0 to 5 point maximum)</i>		
Lab work done outside the treatment plant	0 points	
Membrane filter procedures	3 points	
Use of fermentation tubes or any dilution method; fecal coliform determination	5 points	
<i>Chemical/Physical Laboratory Control (0 to 10 point maximum)</i>		
Lab work done outside the treatment plant	0 points	
Push-button or visual (colorimetric) methods for simple tests such as pH, settleable solids	3 points	
Additional procedures such as DO, COD, BOD, gas analysis, titrations, solids, volatile content	5 points	
More advanced determinations such as specific constituents; nutrients, total		

Item	Points	Your System
oils, phenols	7 points	
Highly sophisticated instrumentation such as atomic absorption, gas chromatography	10 points	
TOTAL POINTS FOR YOUR SYSTEM		
System Classification Key		
<i>VSWWS**</i>	<i>Class II</i>	<i>31 to 55 points</i>
<i>Class I</i>	<i>30 points or less</i>	<i>Class III</i>
	<i>Class IV</i>	<i>76 points or greater</i>
YOUR SYSTEM CLASSIFICATION		VSWWS, I, II, III, IV (Circle one)

Footnote ¹ The key concept is frequency and/or intensity of deviation or excessive variation from normal or typical fluctuations; such deviation can be in terms of strength, toxicity, shock loads, I/I, with points from 0-6.

Footnote ² The key concept is to credit laboratory analyses done on-site by plant personnel under the direction of the operator in direct responsible charge with points from 0-15.

**The Very Small Wastewater System Classification is applicable to a system comprised of one of the following wastewater treatment processes: aerated lagoon (s); non-aerated lagoon(s); primary treatment; or LSAS.

_____/_____
Signature of Legal Owner or Owner's Representative Date

Wastewater Treatment Definitions

- D-1. **Activated Sludge** - Wastewater treatment by aeration of suspended organisms followed by secondary clarification, including extended aeration, oxidation ditches, Intermittent Cycle Extended Aeration system (ICEAS), and other similar processes. A sequencing batch reactor with the purpose of providing this form of treatment would be rated under this category.
- D-2. **Biological or chemical/biological advanced waste treatment** - The advanced treatment of wastewater for nutrient removal including nitrification, denitrification, or phosphorus removal utilizing biological or chemical processes or a combination. If the facility is designed to nitrify based solely on detention time in an extended aeration system, only the points for nitrification by designed extended aeration should be given.
- D-3. **Chemical addition** - The addition of a chemical to wastewater at an application point for the purposes of adjusting pH or alkalinity, improving solids removal, dechlorinating, removing odors, providing nutrients, or otherwise enhancing treatment, excluding chlorination for disinfection of effluent and the addition of enzymes or any process included in the Tertiary Chemical/Physical Processes. The capability to add a chemical at different application points for the same purpose should be rated as one application; the capability to add a chemical(s) to dual units should be rated as one application; and the capability to add a chemical at different application points for different purposes should be rated as separate applications.
- D-4. **Chemical/physical advanced treatment following secondary** - The use of chemical or physical advanced treatment processes following (or in conjunction with) a secondary treatment process. This would include processes such as carbon adsorption, air stripping, chemical coagulation, and precipitation, etc.
- D-5. **Chemical/physical advanced treatment without secondary** - The use of chemical or physical advanced treatment processes without the use of a secondary treatment process. This would include processes such as carbon adsorption, air stripping, chemical coagulation, precipitation, etc.
- D-6. **Discharge to Receiving Water** - Treatment processes present at the facility are designed to achieve NPDES permit limitations that have already factored in the sensitivity of the receiving stream. Consequently, no additional points are assigned to rate the receiving stream separately from the facility treatment processes.

- D-7. **Fixed-film reactor** - Biofiltration by trickling filters or rotating biological contactors followed by secondary clarification.
- D-8. **Imhoff tanks (or similar)** - Imhoff tanks, septic tanks, spirogester, clarigester, or other single unit for combined sedimentation and digestion.
- D-9. **Land application of biosolids by contractor** - The land application or beneficial reuse of biosolids by a contractor outside of the control of the operator in direct responsible charge of the wastewater treatment facility.
- D-10. **Land treatment and disposal (surface or subsurface)** - The ultimate treatment and disposal of the effluent onto the surface of the ground by rapid infiltration or rotary distributor or by spray irrigation. Subsurface treatment and disposal would be accomplished by infiltration gallery, injection, or gravity or pressurized drain field.
- D-11. **Mechanical dewatering** - The removal of water from sludge by any of the following processes and including the addition of polymers in any of the following: vacuum filtration; frame, belt, or plate filter presses; centrifuge; or dissolved air floatation.
- D-12. **Mechanical post-aeration** - The introduction of air into the effluent by mechanical means such as diffused or mechanical aeration. Cascade aeration would not be assigned points.
- D-13. **Media Filtration** - The advanced treatment of wastewater for removal of solids by sand or other media or mixed media filtration.
- D-14. **Solids composting** - The biological decomposition process producing carbon dioxide, water, and heat. Typical methods are windrow, forced air-static pile, and mechanical.
- D-15. **Solids stabilization** - The processes to oxidize or reduce the organic matter in the sludge to a more stable form. These processes reduce pathogens or reduce the volatile organic chemicals and thereby reduce the potential for odor. These processes would include lime (or similar) treatment and thermal conditioning. Other stabilization processes such as aerobic or anaerobic digestion and composting are listed individually.
- D-16. **Wastewater Treatment Facility.** Any physical facility or land area for the purpose of collecting, treating, neutralizing or stabilizing pollutants including treatment plants, the necessary intercepting, outfall and outlet sewers, pumping stations integral to such plants or sewers, equipment and furnishing thereof and their appurtenances. A treatment facility may also be known as a treatment system, waste treatment system, waste treatment facility, or waste treatment plant (IDAPA 58.01.16.010).
- D-17. **Membrane Biological Reactor (MBR) Point Factoring** - The points assigned to the basic MBR unit does not include points for any additional treatment processes such as phosphorus removal, nitrification, denitrification, land application, rapid infiltration basins, lagoons, etc. Points must be assigned separately to each additional treatment process beyond the basic MBR unit. Additional treatment processes may vary on a case-by-case basis.



IDAHO PUBLIC WASTEWATER COLLECTION SYSTEM CLASSIFICATION WORKSHEET

OFFICE USE ONLY DON'T WRITE HERE
System Class _____
Approved by: _____
Date: _____

Name of System: _____

Legal Owner of Treatment System: _____

System Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____ Title: _____

Business Phone Number: (____) _____ Email: _____

Collection System Classification Worksheet is (check one):

- Initial System Rating
 System Upgrade
 Standard 5 yr Rating

Date of last system classification rating (if applicable) _____

Collection System - Design Flow /Actual Flow _____ / _____

Item	Points	Your System
<i>System Size (Minimum 3 points)</i>		
Miles of Line	1 point/10 miles or part	
Number of Connections = _____ (Use Connection Equivalencies)	1 point /250 or part	
Number of Manholes	1 point/150 or part	
Lift Stations	1 point/each	
Miles of Force Mains	1 point/mile or part	
<i>Odor Abatement</i>		
Chemical Feed System	2 points	
Air Entrainment System	2 points	
Bio-filter System	2 points	
<i>Maintenance Management System</i>		
Manual Maintenance Management System	3 points	
Manual Mapping System	3 points	
Computerized Maintenance Management System	5 points	
Computerized Mapping System	5 points	
Alarm or SCADA System for Lift Stations	5 points	
TOTAL POINTS FOR YOUR SYSTEM		
System Classification Key		
VSWWS** Class I 0-30 points		
Class II 31-55 points	Class III 56-75 points	Class IV 76 or greater points
YOUR SYSTEM CLASSIFICATION		VSWWS, I, II, III, IV (Circle one)

**The Very Small Wastewater System Classification is applicable to a system that serves 500 connections with a system size of six points or less.

_____/_____
Signature of Legal Owner or Owner's Representative Date

Mail form to: Department of Environmental Quality, 1410 N. Hilton, Boise, Idaho 83706, Attn: Mike May

UNITED STATES OF AMERICA

No. R-1

\$ _____

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

SEWER REVENUE BOND, SERIES 201__

<u>INTEREST RATE:</u> _____%	<u>MATURITY DATE:</u> _____	<u>DATED DATE:</u> _____	CUSIP <u>NO:</u> N/A
---------------------------------	--------------------------------	-----------------------------	----------------------------

REGISTERED OWNER: **STATE OF IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY, BOISE, IDAHO**

PRINCIPAL AMOUNT: _____ AND ___/100 DOLLARS

The City of Coeur d'Alene, Kootenai County, Idaho, a body politic and corporate organized and existing under and by virtue of the laws of the State of Idaho (herein called the "City") hereby acknowledges itself to owe and for value received promises to pay, but only from the sources and as hereinafter provided, to the Registered Owner identified above, or registered assigns, the principal sum of _____ and ___/100 Dollars (\$ _____) pursuant to the State of Idaho Department of Environmental Quality Loan Offer, Acceptance and Agreement for Wastewater Treatment Facility Design and Construction dated August __, 2015 (the "Loan Agreement") between the City and the State of Idaho Department of Environmental Quality (the "Lender"), plus interest accruing on the outstanding principal at the rate of _____ percent (_____%) per annum on the basis of a 360-day year and twelve 30-day months. Payments of principal and accrued interest hereon are payable pursuant to Schedule 1 attached hereto, payable semiannually on _____ and _____ of each year, commencing _____, based on the outstanding principal under this Sewer Revenue Bond, Series 201__ (this "Bond"), amortized over twenty (20) years, with the final payment of the outstanding principal and accrued interest thereon due and payable on the Maturity Date above.

The principal and interest payments on this Bond shall be payable in lawful money of the United States of America, to the Registered Owner hereof, at the address of such Registered Owner shown on the registration books of the City. Any Registered Owner of this Bond subsequent to its original Registered Owner is hereby placed on notice of all payments of principal and interest on this Bond prior to its transfer and all subsequent Registered Owners hereof hereby acknowledge that they have ascertained the actual unpaid amount of this Bond as of the date of transfer to them and hereby release the City from all obligations as to all principal and interest paid by the City prior to such date.

The Bond is subject to redemption at par, in whole or in part, on any date prior to the stated Maturity Date.

This Bond is issued for the purpose of financing the Cost of Acquisition of certain improvements (the "Project") to the City's wastewater system (the "System"), pursuant to the Revenue Bond Act of the State of Idaho, being Section 50-1027 to 50-1042, inclusive, Idaho Code, and the Municipal Bond Law of the State of Idaho, being Idaho Code, Title 57, Chapter 2, and as authorized by the judicial confirmation of the Project and the City's Wastewater Bond Ordinance No. 3453 adopted November 29, 2012 ("Ordinance No. 3453"), as supplemented by the City's Supplemental Ordinance No. _____ adopted _____, 201__ (the "Supplemental Ordinance," and collectively with Ordinance No. 3453, the "Bond Ordinance"). *Capitalized terms used but not otherwise defined herein shall have the meanings as set forth in Ordinance No. 3453 and the Supplemental Ordinance.*

The Treasurer of the City is acting as the Bond Registrar, authenticating agent and paying agent for this Bond (the "Bond Registrar").

This Bond is payable solely from the special fund of the City defined as the "Bond Fund" under the Bond Ordinance, and the 201__ Debt Service Account created thereunder. The City has irrevocably obligated and bound itself to pay into the Bond Fund out of the Revenue of the System or from such other moneys as may be provided therefor certain amounts necessary to pay and secure the payment of the principal and interest on this Bond on parity with all Parity Bonds issued under the Bond Ordinance. This Bond is not a general obligation of the City. The City hereby covenants and agrees with the owner of this Bond that it will keep and perform all the covenants of this Bond and of the Bond Ordinance to be by it kept and performed, and reference is hereby made to the Bond Ordinance for a complete statement of such covenants.

The City does hereby pledge and bind itself to set aside from the Revenue Fund out of the Revenue of the System and to pay into the Bond Fund and the 201__ Reserve Account thereunder the various amounts required by the Bond Ordinance to be paid into and maintained in such fund and account, all within the times provided by the Bond Ordinance. To the extent more particularly provided by the Bond Ordinance, the amounts so pledged to be paid from the Revenue Fund out of the Revenue of the System into the Bond Fund shall be a lien and prior first charge thereon, equal in rank to the lien and charge of the Parity Bonds, and the amounts required to pay and secure the payment of Additional Bonds (as defined in the Ordinance) of the City hereafter issued on a parity of lien with the Parity Bonds, including this Bond, and superior to all other liens and charges of any kind or nature, except the Operation and Maintenance Expenses of the System.

The pledge of Revenue of the System and other obligations of the City under the Bond Ordinance may be discharged at or prior to the maturity or redemption of this Bond upon the making of provision for the payment thereof on the terms and conditions set forth in the Bond Ordinance.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Ordinance until the Certificate of Authentication hereon shall have been manually signed by the Bond Registrar.

It is hereby certified that all acts, conditions, and things required by the Constitution and statutes of the State of Idaho to exist, to have happened, been done, and performed precedent to and in the issuance of this Bond have happened, been done, and performed.

IN WITNESS WHEREOF, the City of Coeur d'Alene, Kootenai County, Idaho, has caused this Bond to be signed with the facsimile or manual signatures of the Mayor and the City Treasurer, to be attested by the facsimile or manual signature of the City Clerk, all as of this ____ day of _____, 201__.

CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

By: _____
Mayor

By: _____
City Treasurer

ATTEST:

Clerk

CERTIFICATE OF AUTHENTICATION

Date of Authentication: _____

This Bond is the Sewer Revenue Bond, Series 201____, of the City of Coeur d'Alene, Kootenai County, Idaho, in the principal amount of \$_____, dated _____, 201____, as described in the within-mentioned Bond Ordinance.

Registrar

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Name of Transferee: _____

Address: _____

Tax Identification No.: _____

the within Bond and hereby irrevocably constitutes and appoints _____
_____ of _____
to transfer said bond on the books kept for registration thereof with full power of substitution in
the premises.

Dated: _____

Registered Owner

NOTE: The signature on this Assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

SIGNATURE GUARANTEED:

NOTICE: Signature(s) must be guaranteed by an “eligible guarantor institution” that is a member of or a participant in a “signature guarantee program” (e.g., the Securities Transfer Agents Medallion Program, the Stock Exchange Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program).

Schedule 1 - Payment Schedule

**City of Coeur d'Alene, Kootenai County, Idaho
Sewer Revenue Bond, Series 201____**

CITY COUNCIL STAFF REPORT

DATE: September 15, 2015

FROM: James Remitz, Capital Program Manager

SUBJECT: **Approval of Professional Services Agreement between City of Coeur d'Alene and HDR Engineering, Inc. for the Planning and Design of Tertiary Treatment Phase 2 Improvements**

=====

DECISION POINT: The City Council may wish to approve the proposed Agreement between the City of Coeur d'Alene and HDR Engineering, Inc. for Professional Services related to the planning and design of Tertiary Treatment, Phase 2 Improvements to the City of Coeur d'Alene Advanced Wastewater Treatment Facility (AWTF). A copy of the proposed agreement with the scope of services and fee proposal is attached.

HISTORY: Construction of the Tertiary Treatment Phase 2 Improvements will enable the City to meet the new National Pollutant Discharge Elimination System (NPDES) permit effluent requirements (particularly low phosphorus) for discharge into the Spokane River. Proposed improvements in Tertiary Treatment Phase 2 include primary treatment improvements (new primary clarifier), secondary treatment improvements (new secondary clarifier), modifications to the chemical systems and expansion of the tertiary membrane filtration system to treat current and future plant flows. Phase 2 follows the completion of Tertiary Treatment Phase 1 in December 2014 (1 MGD flow) and will allow for the entire plant flow (up to 5 MGD) through the tertiary membrane filtration system.

PERFORMANCE ANALYSIS: HDR Engineering, Inc. has a long history of successfully assisting the Wastewater Department in the planning, design and construction for a variety of upgrades, expansions and improvements to the City's Advanced Wastewater Treatment Facility. Tertiary Treatment Phase 2 is a continuation of the improvements as defined in the 2000 Wastewater Facility Plan and subsequent 2009 Wastewater Facility Plan Amendment.

FINANCIAL ANALYSIS: This proposed agreement will be funded entirely by a low interest loan from the Idaho Department of Environmental Quality (Loan # WW 1601). The loan will be repaid by wastewater user rate charges. Funds for this project have been budgeted in the FY 2015/2016 Wastewater Operating Budget.

RECOMMENDATION: Wastewater Department staff recommends that the City Council approve the attached Professional Services Agreement between the City of Coeur d'Alene and HDR Engineering, Inc. for Tertiary Treatment Phase 2 Improvements and authorize the Mayor to execute said Agreement.

RESOLUTION NO. 15-048

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH HDR ENGINEERING, INC. FOR TERTIARY TREATMENT PHASE 2 IMPROVEMENTS.

WHEREAS, it is recommended that the City of Coeur d'Alene enter into an Agreement for Professional Services with HDR Engineering, Inc. for Tertiary Treatment Phase 2 Improvements, pursuant to terms and conditions set forth in said 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 Professional Services, 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 15th day of September, 2015.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER ADAMS Voted _____

_____ was absent. Motion _____.

AGREEMENT
FOR
PROFESSIONAL SERVICES
between
CITY OF COEUR D'ALENE
and
HDR ENGINEERING, INC.
for
TERTIARY TREATMENT PHASE 2 IMPROVEMENTS

THIS AGREEMENT made and entered into this 15th day of September, 2015, 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 place of business at 412 E. Parkcenter Blvd., Suite 100, Boise, Idaho 83706, hereinafter referred to as the "Consultant."

WITNESSETH:

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

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

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

WHEREAS, the City has completed the design, construction and start-up of the Phase 5C.1 Initial TMF/Nitrification improvements;

WHEREAS, the City desires to design and construct an additional 4 mgd daily average capacity of low phosphorus improvements (Tertiary Treatment Phase 2 Improvements) required by their current permit;

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

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

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

Section 1. Definitions. In this agreement:

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

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

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

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

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

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

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

Section 4. Personnel.

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

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

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

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

Section 6. Compensation.

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

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

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

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

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

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

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

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

Section 11. Equal Employment Opportunity.

A. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during

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

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

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

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

Section 13. Assignability.

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

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

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

Section 15. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by the Consultant under this agreement which the City requests to be kept

confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.

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

City may make and retain copies of Documents for information and reference in connection with use on the Project by the City. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by the Consultant, as appropriate for the specific purpose intended, will be at the City's sole risk and without liability or legal exposure to the Consultant and Consultant's subconsultants.

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.

Steve Widmyer, Mayor

Kate Eldridge, Vice President

ATTEST:

ATTEST:

Renata McLeod, City Clerk

Zelma Miller, Department Accountant

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 15th day of September, 2015, before me, a Notary Public, personally appeared **Steve Widmyer** and **Renata McLeod**, 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 September, 2015, before me, a Notary Public, personally appeared **Kate Eldridge**, 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

TERTIARY TREATMENT PHASE 2 IMPROVEMENTS

SCOPE OF SERVICES AND SCHEDULE

Introduction

The City of Coeur d'Alene Wastewater Department received their final National Pollution Discharge Elimination System (NPDES) permit in late 2014. The effective date of the permit was November 30, 2014. The effluent limits for carbonaceous biological oxygen demand (CBOD), total phosphorus, and ammonia are all more stringent than in the city's previous permit. The city received a ten year compliance schedule to comply with these new effluent limits as compared to the standard five year compliance schedule. This ten year schedule includes yearly milestone requirements for compliance as shown in the following table. Scope tasks and activities are noted where applicable to this Tertiary Treatment Phase 2 Improvements (formerly Phase 5C.2 Improvements) project.

Permit Article	Effective Date	Permittee Requirements	Scope Task/Activity
I.D.1	11/30/15	Provide a preliminary engineering report to EPA and IDEQ outlining estimated costs and schedules for completing capacity expansion and implementation of technologies to achieve final effluent limitations. This schedule must include a timeline for pilot testing and results of any testing conducted to date.	Sub-task 303 - Preliminary Engineering and Design Report
I.D.6	11/30/16	Submit to EPA and IDEQ progress reports which outline the progress made toward achieving compliance with the total phosphorus and total ammonia as N effluent limitations.	Activity 201.2 - Permit Progress Report
I.D.2.	11/30/17	Provide written notice to EPA and IDEQ that pilot testing of the technology that will be employed to achieve the final limits has been completed and submit a summary report of results and plan for implementation. If pilot testing is determined to be unnecessary by the permittee, the summary report shall include the reasons for this decision.	Activity 201.1 - Pilot Testing Summary Report
I.D.6.	11/30/18	Submit to EPA and IDEQ progress reports, which outline the progress made toward achieving	Future

Permit Article	Effective Date	Permittee Requirements	Scope Task/Activity
		compliance with the total phosphorus and total ammonia as N effluent limitations.	
I.D.3.	11/30/19	Provide EPA and IDEQ with written notice that design has been completed and bids have been awarded to begin construction to achieve final effluent limitations	City Activity
I.D.6.	11/30/20	Submit to EPA and IDEQ progress reports which outline the progress made toward achieving compliance with the total phosphorus and total ammonia as N effluent limitations	Future
I.D.6.	11/30/21	Submit to EPA and IDEQ progress reports which outline the progress made toward achieving compliance with the total phosphorus and total ammonia as N effluent limitations	Future
I.D.4.	11/30/22	Provide EPA and IDEQ with written notice that construction has been completed on the facilities to achieve final effluent limitations	Future
I.D.6.	11/30/23	Submit to EPA and IDEQ progress reports which outline the progress made toward achieving compliance with the total phosphorus and total ammonia as N effluent limitations	Future
I.D.5.	11/30/24	Provide EPA and IDEQ with a written report providing details of a completed start-up and optimization phase of the new treatment system and must achieve compliance with the final effluent limitations of Part I.B.	Future

This scope of services provides for design of additional treatment facilities to comply with the more stringent effluent limits. The new and modified treatment facilities identified for this Tertiary Treatment Phase 2 Improvements project include:

- New Primary Influent Distribution Structure.
- New Primary Clarifier No. 3 with odor control cover.
- New Primary Effluent Distribution Structure.
- New Secondary Control Building No. 2.
- New Secondary Clarifier No. 3.

- New Tank Drain and Scum Pumping Station to serve the secondary clarifiers.
- Modified Chemical Systems Center for additional alum and caustic storage.
- Modified Secondary Effluent Pumping Station for increased pumping capacity
- Modified Tertiary Membrane Filtration Facility for 5 mgd average capacity.
- New Odor Control Facilities for new and future primary clarification facilities.

Professional Consulting Services for the design of the Tertiary Treatment Phase 2 Improvements project are described in this exhibit. Tasks included in this scope of service include the following:

Task 100 - Project Administration and Management

- Sub-task 101 - Project Administration
- Sub-task 102 - Project Management
- Sub-task 103 - Quality Assurance
- Sub-task 104 - Project Close-Out

Task 200 - NPDES Permit Support

- Sub-task 201 - Permit Compliance Assistance

Task 300 - Preliminary Engineering

- Sub-task 301 - Site Investigation
- Sub-task 302 - Specialty Testing
- Sub-task 303 - Preliminary Engineering and Design Report

Task 400 - Equipment Procurement

- Sub-task 401 - Sole Source Expenditure Justifications
- Sub-task 402 - Membrane Filtration System Procurement

Task 500 - Detailed Design

- Sub-task 501 - Project Manual
- Sub-task 502 - Opinion of Probable Construction Cost
- Sub-task 503 - Construction Schedule

Task 600 - Bid Period Services

- Sub-task 601 - General Contractor Pre-Qualification Assistance
- Sub-task 602 - Informational Workshop
- Sub-task 603 - Bid Assistance

Each of these tasks is described in more detail below.

Scope of Services

Task 100 - Project Administration and Management

Sub-task 101 - Project Administration

Objective

Administer the project to a level of service and responsiveness consistent with the project schedule and budget.

Approach

This sub-task includes services related to the administration of Consultant's activities. Specific activities conducted by Consultant will include the following:

ACTIVITY 101.1 PROJECT INITIATION WORKSHOP

- Conduct a workshop with City and Consultant to discuss scope, project schedule, deliverables, initial data requests, topographic site survey limits, and potholing needs.
 - Workshop will occur at the beginning of the preliminary engineering workshop (Activity 303.1 - Preliminary Engineering Kick-Off Workshop).
- Prepare agenda and distribute to anticipated attendees one (1) week prior to workshop.
- Prepare and distribute notes to attendees within three (3) days after workshop.
- Update project decision log to include items addressed in the workshop.

ACTIVITY 101.2 PROJECT COORDINATION CONFERENCE CALLS

- Conduct up to twenty-five (25) project conference calls, one every other week, with City staff and Consultant's project manager and up to two (2) members of the project team, as appropriate, to discuss project schedule and budget, work elements accomplished, upcoming work items, data requests, and scope issues.
- Prepare agendas and distribute to anticipated attendees at least one (1) day prior to conference calls.
- Prepare and distribute notes to attendees within three (3) days after conference calls.
- Update project decision log to include items addressed during these conference calls.

ACTIVITY 101.3 PROJECT COORDINATION MEETINGS

- Conduct up to four (4) project coordination meetings, one per yearly quarter, with City and Consultant's principal-in-charge and project manager.
- Prepare agendas and distribute to anticipated attendees at least one (1) week prior to project coordination meetings.

- Prepare and distribute notes to attendees within three (3) days after project coordination meetings.
- Update project decision log to include items addressed during these meetings.

ACTIVITY 101.4 DECISION LOG

- Maintain a decision log to record project decisions and key actions to be addressed by City and Consultant.
- Include decisions made during the kick-off meeting, project coordination conference calls, and project coordination meetings.
- Document information including date, issue or concern, assumptions and constraints, decision or directive, parties involved, and plant process area impacted.
- Distribute decision log to City staff and Consultant's design team following new additions.

ACTIVITY 101.5 PROGRESS REPORTS AND INVOICES

- Prepare up to twelve (12) monthly project status reports that compare work accomplished with scheduled activities, provide support documentation for the invoices, compare expenditures with task budgets, and describe changes to the scope that have occurred.
- Submit progress reports combined with invoices for the duration of the project.

Assumptions

The budget is based upon the following assumptions:

- Project duration will be up to twelve (12) months as detailed in the schedule.
- City will participate in meetings and conference calls.
- Project initiation workshop will last up to two (2) hours and will occur on the same day as the preliminary engineering kick-off workshop. Travel is not included for this project initiation workshop as it is included in Activity 303.1 - Preliminary Engineering Kick-Off Workshop.
- Project coordination meetings will occur in City's administration building conference room and will last up to four (4) hours each.
- Hard copies of agendas for up to four (4) City staff plus Consultant staff will be furnished by Consultant for project initiation workshop and project coordination meetings.
- Project coordination conference calls will last up to one (1) hour each.
- City will review and approve modifications to approach, schedule, and deliverables resulting from discussions during project coordination conference calls meetings.
- City will review progress reports and approve invoices.

- Invoice and progress report format will follow Consultant standard format.
- Labor costs and expenses for this contract will be tracked at the task level.
- Budget may be transferred between tasks and from sub-consultant to Consultant without an amendment to the Agreement, unless such transfers also require a change in total fee.
- Consultant may adjust labor rates to actual salary and wage increases for individuals throughout the duration of this project.
- Direct expenses for travel, subsistence, printing, photocopying, technology, and telephone conferences will be billed to City.

Deliverables

Deliverable work products consist of the following:

- Meeting agendas transmitted to City via e-mail in .pdf format prior to project initiation workshop, project coordination conference calls, and project coordination meetings.
- Meeting agendas delivered to City in hard copy form at project initiation workshop and project coordination meetings.
- Meeting notes and updated decision log transmitted to City via e-mail in .pdf format following project initiation workshop, project coordination conference calls, and project coordination meetings.
- Monthly progress reports and invoices transmitted to City via e-mail in .pdf format.

Sub-task 102 - Project Management

Objective

Manage and coordinate project technical resources to a level of service and responsiveness consistent with the project schedule and budget established in this scope of services.

Approach

This sub-task includes services related to the management and coordination of Consultant activities. Specific activities conducted by Consultant will include the following:

ACTIVITY 102.1 PROJECT INITIATION

- Furnish City with copies of insurance certificates.
- Prepare a detailed Work Breakdown Structure (WBS) list of all activities as well as a dictionary of the WBS Items.
- Prepare a detailed project schedule following the WBS.
- Establish project in Consultant's accounting system.

ACTIVITY 102.2 PROJECT MANAGEMENT PLAN

- Prepare a Project Management Plan (PMP) which clearly communicates project objectives, scopes, budgets, schedule, communications protocols, constraints, applicable regulations, health and safety requirements for field work, and guidelines to project team members.
- As part of the PMP, develop a Quality Management Plan (QMP) that defines the QA/QC process for this project and identifies the key reviewers. See Activity 103.1 - Quality Management Plan for this effort.
- As part of the PMP, develop a building information modeling (BIM) execution plan for use by Consultant's staff during the design process.
- As part of the PMP, develop a health and safety plan for use by Consultant's staff during field work.
- Submit the PMP to City for their information, if requested.
- Update PMP periodically throughout duration of project when significant events impact the scope and/or schedule of the project, and distribute the updated PMP to team members.

ACTIVITY 102.3 SUB-CONSULTANT AGREEMENTS

- Prepare sub-consultant agreement with Welch-Comer for surveying services associated with this project.
 - Activity 301.1 - Topographical Survey defines their work activities.
 - A budget of \$20,500.00 has been included for Welch-Comer and is estimated based on sub-consultant's experience with these activities, current knowledge of existing survey information, and anticipated limits of topographical survey.
- Prepare sub-consultant agreement with Strata for geotechnical services associated with this project.
 - The following list activities define their major work effort:
 - Activity 303.4 - Geotechnical Recommendations
 - Activity 501.3 - Civil Specifications and Drawings
 - A budget of \$4,000.00 has been included for Strata and is estimated based on sub-consultant's experience with these activities, current knowledge of existing geotechnical investigation information, and anticipated project elements.
- Prepare a sub-consultant agreement with Trindera Engineering for electrical, instrumentation, and controls design services associated with this project.
 - The following list activities define their major work effort.
 - Activity 303.10 - Preliminary Electrical Design
 - Activity 303.11 - Preliminary Instrumentation and Control Design

- Activity 402.1 - Procurement Project Manual
- Activity 402.3 - Procurement Submittals
- Activity 501.8 - Electrical Specifications and Drawings
- Activity 501.9 - Instrumentation and Control Specifications and Drawings
- A budget of \$273,300.00 has been included for Trindera Engineering and is estimated based on sub-consultant's experience with these activities, current knowledge of existing electrical and control information, and anticipated project elements.
- Prepare sub-consultant agreement with Satterlund Testing and Inspection (STI) for coating design services associated with this project.
 - Activity 501.5 - Architectural Specifications and Drawings defines their work activities.
 - A budget of \$5,000.00 has been included for STI and is estimated based on anticipated project elements.

ACTIVITY 102.4 DOCUMENT MANAGEMENT SYSTEM

- Establish and maintain an electronic document management system (DMS) for storing and archiving electronic files associated with this project.

ACTIVITY 102.5 MONITOR PROJECT PROGRESS

- Monitor project progress using earned value management by evaluating on a monthly basis the work completed, work remaining, schedule, budget expended, estimated cost of remaining work, and estimated cost at completion.
- Update Consultant's WorkPlan tool on a monthly basis to estimate cost of remaining work.
- Inform City in Consultant's monthly progress report (Activity 101.5 - Progress Reports and Invoices) of any budget or schedule related issues.

ACTIVITY 102.6 MANAGE PROJECT TEAM

- Communicate scope, schedule, and budget status with the project team and review technical content of work products.

Assumptions

- This task is for the administration and management of Consultant's contract.
- Sub-consultants' scopes of work shall include quality assurance and quality control activities related to their deliverables.
- When field work is being performed by sub-consultants, the sub-consultant shall provide a project-specific health and safety plan for the work for which it is responsible.
- Bentley ProjectWise will be used for the DMS.

- Files maintained in the DMS will include as a minimum: contractual documents, sub-consultant agreements, decision log, project coordination meeting agendas and notes, project coordination conference call agendas and notes, general correspondence, reference data, operational performance data in Consultant's Data Viewer, design calculations, technical specifications, and computer aided drafting and building information modeling (CAD/BIM) files.
- A hard copy of project documentation will not be maintained in addition to the DMS.

Deliverables

- Project Management Plan transmitted to City via e-mail in .pdf format, if requested.
- Filing system index for DMS transmitted to City via e-mail in .pdf format, if requested.

Sub-task 103 - Quality Assurance

Objective

Consistently provide professional services that satisfy statutory and regulatory requirements and that meet or exceed the expectations of our clients.

Approach

This sub-task includes services related to adherence to Consultant's Quality Policy as defined in Consultant's Quality Management System (QMS) Manual. Specific activities conducted by Consultant will include the following:

ACTIVITY 103.1 QUALITY MANAGEMENT PLAN

- Develop a Quality Management Plan (QMP) prior to commencing work.
 - The QMP will define the specific quality practices, resources, and sequence of activities that will be used to fulfill the requirements for quality relevant to this project.
 - Quality assurance (QA) components will define the systematic activities that will be completed to provide adequate confidence that deliverables will satisfactorily fulfill quality requirements. These QA components are described within this Sub-task 103 - Quality Assurance.
 - Quality control (QC) components will define the techniques and activities that will be used to verify an established level of quality has been achieved. The QC components are described for each major deliverable throughout this scope of services.
 - Incorporate QMP in to PMP (Activity 102.2 - Project Management Plan).
- Sub-consultants shall provide a sub-consultant QMP or equivalent document that identifies the specific quality practices relative to the deliverables provided by sub-consultant.

- Consultant's Project Manager shall review and approve sub-consultant's QMP prior to substantial expenditure of sub-consultant resources.

ACTIVITY 103.2 PROJECT APPROACH AND RESOURCE REVIEW

- Conduct a project approach and resource review (PARR) with Consultant's project manager, four (4) design team members, and up to four (4) senior design technical experts to assess the project's solution approach and resource allocations to align the delivery to meet client expectations.

ACTIVITY 103.3 PROJECT MANAGEMENT REVIEW MEETINGS

- Conduct up to four (4) project management review meetings, one per yearly quarter, with Consultant's local operations manager, business group manager, project manager, project controller and up to two (2) project team members. The purpose of these meetings will be to discuss project status and identify areas where actions may be required to improve project performance.
- Report any pertinent issues to City Project Manager.

Assumptions

The budget is based upon the following assumptions:

- PARR will occur in Consultant's Coeur d'Alene, Idaho office, will last up to eight (8) hours, and will incorporate a site visit to the Coeur d'Alene Wastewater Treatment Plant.
- Project review meetings will occur in Consultant's Boise, Idaho office and will last up to one (1) hour each.

Deliverables

Deliverable work products consist of the following:

- PARR form transmitted to City via e-mail in .pdf format, if requested.

Sub-task 104 - Project Close-Out

Objective

Timely and organized close-out of project contractual and business activities.

Approach

This sub-task includes services related to closure of financial transactions and verification of final project records retention. Specific activities conducted by Consultant will include the following:

ACTIVITY 104.1 SUB-CONSULTANT CLOSE-OUT

- Verify that the terms and conditions of sub-consultant agreements (Activity 102.3 - Sub-consultant Agreements) and all related service and deliverable obligations have been completed.

- Verify receipt of completion notice from sub-consultants is included with their final invoice and status reports.

ACTIVITY 104.2 DOCUMENTATION CLOSE-OUT

- Consolidate working files into final records folders.
- Destroy duplicate, draft, and obsolete documents.
- Verify record documents are included in final records folders.

ACTIVITY 104.3 CONTRACT CLOSE-OUT

- Verify and document that the contract terms and conditions have been met and all service and deliverable obligations completed.
- Issue a contract completion notice to City.

Assumptions

The budget is based upon the following assumptions:

- Contract completion notice will be included with final progress report and invoice.

Deliverables

Deliverable work products consist of the following:

- Contract completion notice transmitted to City via e-mail in .pdf format.

Task 200 - NPDES Permit Support

Sub-task 201 - Permit Compliance Assistance

Objective

Assist in preparation of analyses and reports required by City's NPDES permit.

Approach

This sub-task includes services related to analysis of data and preparation of the reports. Specific activities conducted by Consultant will include the following:

ACTIVITY 201.1 PILOT TESTING SUMMARY REPORT

- Update Consultant's Data Viewer (prepared in Activity 302.1 - Data Review) with additional data following completion of pilot testing.
- Prepare draft Pilot Summary Report capturing the requirements identified in Article I.D.2. of City's NPDES permit.
- Perform a quality control review of draft Pilot Summary Report to verify that the deliverable and supporting documentation are complete, understandable, conform to applicable and reasonable standards relative to their intended purpose, and meet City and Consultant requirements.

- Submit draft Pilot Summary Report to City for review and comment.
- Conduct a conference call with City and Consultant's principal-in-charge, project manager, and up to three (3) team members to discuss City comments.
- Prepare final Pilot Summary Report and transmit to City for submittal to EPA and IDEQ along with written notice that pilot testing has been completed.

ACTIVITY 201.2 PERMIT PROGRESS REPORT

- Update Consultant's Data Viewer (prepared in Activity 201.1 - Pilot Testing Summary Report) with the plant operational data from the past year.
- Plot total phosphorus and ammonia as N effluent data.
- Summarize actual plant effluent data and compare to interim and final limits.
- Conduct a conference call with City and Consultant's Principal-in-Charge, Project Manager, and up to two (2) team members to discuss data and progress made within the past year as well as identify actions and milestones for the upcoming year.
- Prepare agenda and distribute to anticipated attendees at least one (1) week prior to conference call.
- Prepare and distribute notes to attendees within three (3) days after conference call.
- Prepare draft Permit Progress Report capturing requirements identified in Article I.D.6. of City's NPDES permit. Contents will include as a minimum:
 - Assessment of effluent from previous year and comparison to interim and final effluent limits.
 - Summary of progress made toward achieving compliance with the total phosphorus and total ammonia effluent limitations.
 - Outline of actions and milestone targeted for the upcoming year.
- Perform a quality control review of draft Permit Progress Report to verify that the deliverable and supporting documentation are complete, understandable, conform to applicable and reasonable standards relative to their intended purpose, and meet City and Consultant requirements.
- Submit draft Permit Progress Report to City for review and comment.
- Prepare final Permit Progress Report and transmit to City for submittal to EPA and IDEQ.

Assumptions

The budget is based upon the following assumptions:

- Coordination conference calls to discuss City comments on the draft Pilot Summary Report and to discuss data and progress made for the Permit Progress Report (two (2) calls total) will last up to two (2) hours each.
- An agenda will not be prepared for the conference call to discuss City comments on the draft Pilot Summary Report as the comments themselves will serve as the discussion items.
- Review procedures, comment resolution, and documentation of reviews will be as defined in the QMP (Activity 103.1 - Quality Management Plan).

- Comments received from the City shall be considered additional external review comments and appropriately documented and resolved.
- City will perform a timely review of the draft reports and provide a single set of reconciled review comments. Consultant's schedule includes an allowance of up to two (2) weeks for City review. Any duration longer than this will result in Consultant's schedule adjusting accordingly.

Deliverables

Deliverable work products consist of the following:

- Draft Pilot Summary Report transmitted to City via e-mail in .pdf format.
- Final Pilot Summary Report transmitted to City via e-mail in .pdf format.
- Agenda and meeting notes transmitted to City via e-mail in .pdf format.
- Draft Permit Progress Report transmitted to City via e-mail in .pdf format.
- Final Permit Progress Report transmitted to City via e-mail in .pdf format.

Task 300 - Preliminary Engineering

Sub-task 301 - Site Investigation

Objective

Conduct site investigation activities necessary to inform preliminary engineering activities.

Approach

This sub-task includes services related to investigation of the project site including topographic survey and geotechnical evaluation of sub-surface materials. Specific activities conducted by Consultant will include the following:

ACTIVITY 301.1 TOPOGRAPHICAL SURVEY

- Consultant's sub-consultant, Welch Comer, will conduct a topographical survey of the project site.
- Limits of survey will be determined by existing information and limits identified during Project Initiation Workshop (Activity 101.1 - Project Initiation Workshop).

Assumptions

The budget is based upon the following assumptions:

- Topographical survey will include areas around anticipated work elements and will also extend into the existing plant to provide information for future use by City in updating their site storm water drainage plan.

Deliverables

Deliverable work products consist of the following:

- Topographical survey transmitted to City via e-mail in AutoCAD .dwg format.

Sub-task 302 - Specialty Testing

Objective

Assist City with identifying specialty testing to address challenges that arose during the operation of the full-scale pilot facility.

Approach

This sub-task includes services related to identifying challenges, testing potential solutions, and documenting modifications to the full-scale facilities. Specific activities conducted by Consultant will include the following:

ACTIVITY 302.1 DATA REVIEW

- Update Consultant's Data Viewer with plant operational data since date of commissioning the full-scale pilot facilities in Phase 5C.1.
- Review Operator Log since date of commissioning the full-scale pilot facilities in Phase 5C.1.
- Analyze plant operational data and correlate with process upset activities or other anomalies noted.
- Summarize data review findings in a technical memorandum.

ACTIVITY 302.2 SPECIALTY TESTING WORKSHOP

- Conduct a workshop with City staff and Consultant's principal-in-charge, project manager, and up to four (4) design team members to discuss potential specialty tests and City staff ideas.
- Provide agenda and distribute to anticipated attendees one (1) week prior to workshop.
- Provide and distribute notes to attendees within three (3) days after workshop.

ACTIVITY 302.3 TESTING PLAN

- Prepare up to two (2) testing plans in the form of technical memorandums.
- Consult with City staff during specialty testing by participating in conference calls.
- Amend testing plan memorandums to summarize findings and conclusions including lessons learned and recommended modifications to full-scale design.

Assumptions

The budget is based upon the following assumptions:

- City will provide complete monthly data and operator logs at least two (2) weeks prior to workshop
- Workshop will occur in City's Administration Building conference room and will last up to eight (8) hours.
- Up to fifteen (15) hard copies of agendas will be furnished by Consultant for workshop.
- City operations staff will implement specialty tests and monitor process performance during and after tests.
- An allowance of up to \$10,000.00 of Consultant assistance has been budgeted for each specialty test.
- The recommended modifications to full-scale design resulting from the specialty testing could impact the tertiary membrane filtration and chemical addition facilities. Recommended modifications that result in new treatment facilities or processes may result in the need for a scope amendment.

Deliverables

Deliverable work products consist of the following:

- Data review technical memorandum transmitted to City via e-mail in .pdf format.
- Testing plan memoranda prior to commencement of specialty testing transmitted to City via e-mail in .pdf format.
- Amended testing plan memoranda following completion of specialty testing transmitted to City via e-mail in .pdf format.

Sub-task 303 - Preliminary Engineering and Design Report

Objective

Comply with requirement in NPDES Compliance Schedule (Article I.D.1.) to provide a preliminary engineering report to EPA and IDEQ outlining estimated costs and schedule for completing capacity expansion and implementation of technologies to achieve final effluent limitations.

Approach

This sub-task includes services related to preparing the Tertiary Treatment Phase 2 Improvements Preliminary Engineering Report (PER) to comply with the NPDES Compliance Schedule by defining the project with a unified design concept that will allow development of an opinion of probable construction cost and project schedule. The Tertiary Treatment Phase 2 Improvements PER will address the requirements of Idaho Code (IDAPA 58.01.16 Section 411: Facility and Design Standards for Municipal Wastewater Treatment or Disposal Facilities – Preliminary Engineering Reports).

Following submittal and approval from EPA and IDEQ of the Tertiary Treatment Phase 2 Improvements PER, the preliminary engineer concepts will be further developed in the Tertiary Treatment Phase 2 Improvements Preliminary Design Report (PDR) prior to detailed design.

Some of the report sections will update the *2013 Phase 5C Preliminary Engineering Report* or the *2009 Phase 5 Preliminary Design Report*. Specific activities conducted by Consultant will include the following:

ACTIVITY 303.1 PRELIMINARY ENGINEERING KICK-OFF WORKSHOP

- Conduct a workshop with City and Consultant's principal-in-charge, project manager, and up to five (5) design team members to discuss the Tertiary Treatment Phase 2 Improvements PER and PDR formats, layouts and content from the two previous reports which will be revised or updated in this report.
- Prepare agenda and distribute to anticipated attendees one (1) week prior to workshop.
- Prepare and distribute notes to attendees within three (3) days after workshop.
- Discuss any additional data required by Consultant to complete the PER.
- Conduct a site walk-through to document existing conditions and noting discrepancies between record drawings.

ACTIVITY 303.2 PRELIMINARY PROCESS DESIGN

- Develop preliminary process design concepts including:
 - Process unit design criteria and projected operating conditions.
 - Process narrative for individual unit processes.
 - Plant mass balance.
 - Hydraulic analysis.
- Develop preliminary process design drawings including:
 - Process flow diagrams.
 - Hydraulic profile.
- Update the following sections of the *2013 Phase 5C Preliminary Engineering Report*:
 - Section 1: Design Objectives, Design Criteria, and Mass Balance.
 - Section 3: Hydraulic Profile

ACTIVITY 303.3 PRELIMINARY CIVIL DESIGN

- Develop preliminary civil design concepts including:
 - Limits of construction.
 - Yard piping corridor.

- Relocation strategy for existing utilities located within the former railroad right-of-way corridor, including the Riverside Interceptor.
- Preliminary siting of future Operations Control Building.
- Develop preliminary civil design drawings including:
 - Overall site plan showing new and existing structures.
 - Yard piping plan.
 - Grading and paving plan.
- Update the following sections of the *2013 Phase 5C Preliminary Engineering Report*:
 - Section 2: Site Evaluation and Layout

ACTIVITY 303.4 GEOTECHNICAL RECOMMENDATIONS

- Consultant's sub-consultant, Strata, will develop geotechnical engineering recommendations to assist with planning, design and construction of the new structures in this project.
- Update the following sections of the *2009 Phase 5 Preliminary Design Report*:
 - Appendix G: Geotechnical Investigation.
- Update the following sections of the *2013 Phase 5C Preliminary Engineering Report*:
 - Section 2: Site Evaluation and Layout.

ACTIVITY 303.5 PRELIMINARY STRUCTURAL DESIGN

- Develop preliminary structural design concepts including:
 - Design code requirements.
 - Materials of construction.
 - Design of foundations.
 - Sizing of wall and slab thicknesses.
 - Replacement of Primary Clarifier No. 1 outfall structure.
 - Addition of cover to existing Centrate Storage Tank.
- Develop preliminary structural design drawings for major structures including
 - Foundation plans.
 - Structure sections.
- Update the following sections of the *2009 Phase 5 Preliminary Design Report*:
 - Section 16: Architectural/Structural Approach and Design and Space Programming

ACTIVITY 303.6 PRELIMINARY ARCHITECTURAL DESIGN

- Develop preliminary architectural design concepts including:

- Site perimeter visual buffering.
- Building material selections.
- Preliminary sizing and layout of future Operations Control Center.
- Develop preliminary architectural design drawings for major structures including:
 - Code compliance sheet.
 - Exterior elevations.
 - Floors plan indicating planned egress paths.
- Update the following sections of the *2009 Phase 5 Preliminary Design Report*:
 - Section 16: Architectural/Structural Approach and Design and Space Programming

ACTIVITY 303.7 PRELIMINARY PROCESS MECHANICAL DESIGN

- Develop preliminary process mechanical concepts including:
 - Equipment design considerations.
 - Equipment lists and data sheets
 - Sizing of major equipment.
 - Utility requirements.
 - Piping system design considerations.
 - Replacement of existing centrate pump and new mixing system.
 - Evaluate covers for secondary clarifiers to reduce nuisance algae growth.
- Develop preliminary process mechanical design drawings for major process units including:
 - Process mechanical equipment layout and access requirements
 - Major piping systems.
 - Process and instrumentation diagrams.
- Update the following sections of the *2013 Phase 5C Preliminary Engineering Report*:
 - Section 4: Process Units
 - Appendix A: Phase 5C Equipment List Update
 - Appendix D: Phase 5C Piping Design Guide Update
 - Appendix E: Phase 5C Equipment Design Guide Update

ACTIVITY 303.8 PRELIMINARY ODOR CONTROL AND TREATMENT DESIGN

- Conduct a review of the original odor control study completed in 1997/1998, the Phase 4 and Phase 5 facilities plans and the Phase 5 preliminary design report

- During Activity 303.1 - Preliminary Engineering Kick-Off Workshop:
 - Discuss goals for odor control and treatment.
 - Review changes made to the facility since the original odor control study was completed.
 - Discuss odor sources and air volumes.
 - Discuss performance of the existing biofilter system, including data review.
 - Identify initial foul air management changes.
 - Identify potential alternatives for odor control collection and treatment.
- Develop preliminary odor control and treatment concepts including:
 - Ventilation and airflow analyses.
 - Material alternatives assessment.
 - Process control modifications
 - Process control descriptions
 - Alternatives for each unit process for further evaluation and analysis
- Develop preliminary odor control and treatment design drawings including:
 - Odor Control Schematic.
 - Site layout.
 - Process and instrumentation diagram
- Process air and waste handling systems will also be evaluated as they apply to the development of the final updated odor control plan
- Update the following sections of the *2009 Phase 5 Preliminary Design Report*:
 - Section 17: Odor Control

ACTIVITY 303.9 PRELIMINARY MECHANICAL DESIGN

- Develop preliminary mechanical concepts including:
 - Heating and ventilation equipment design considerations.
 - Plumbing fixture considerations
- Develop preliminary mechanical design drawings for major structures including:
 - Mechanical equipment layout and access requirements.
 - Major ductwork and piping systems.
- Update the following sections of the *2013 Phase 5C Preliminary Engineering Report*:
 - Section 4: Process Units

ACTIVITY 303.10 PRELIMINARY ELECTRICAL DESIGN

- Consultant's sub-consultant, Trindera Engineering, will develop preliminary electrical design concepts including:
 - Electrical load list.
 - Electrical service requirements.
 - Standby power requirements.
- Consultant's sub-consultant, Trindera Engineering, will develop preliminary electrical design drawings including:
 - Power one-line diagrams.
 - Electrical site plan.
- Consultant's sub-consultant, Trindera Engineering, will update the following sections of the *2013 Phase 5C Preliminary Engineering Report*:
 - Section 4: Process Units
 - Appendix H: Electrical Power Options Report

ACTIVITY 303.11 PRELIMINARY INSTRUMENTATION AND CONTROL DESIGN

- Consultant's sub-consultant, Trindera Engineering, will develop preliminary instrumentation and control design concepts including:
 - Control philosophy.
 - Process control descriptions.
- Consultant's sub-consultant, Trindera Engineering, will develop preliminary instrumentation and control design drawings including:
 - Process and instrumentation diagrams.
 - Control system block diagram.
- Consultant's sub-consultant, Trindera Engineering, will update the following sections of the *2013 Phase 5C Preliminary Engineering Report*:
 - Section 4: Process Units

ACTIVITY 303.12 PRELIMINARY SPECIFICATION AND DRAWINGS LISTS

- Develop a preliminary list of specifications required for this project.
- Develop a preliminary list of drawings required for this project.

ACTIVITY 303.13 PRELIMINARY PROJECT SCHEDULE

- Develop preliminary project schedule including equipment procurement plan and construction schedule.

ACTIVITY 303.14 PRELIMINARY OPINION OF PROBABLE COST

- Develop an engineer's preliminary opinion of probable cost.

- Update the following sections of the *2013 Phase 5C Preliminary Engineering Report*:
 - Section 5: Phase 5C Opinion of Probable Cost Summary.
 - Appendix B: Phase 5C Cost Opinion Update

ACTIVITY 303.15 PRELIMINARY DESIGN COORDINATION MEETINGS

- Conduct up to fifteen (15) coordination meetings, one per week, with Consultant design team and active sub-consultants.
 - Discuss critical design issues and identify next actions for resolution.
 - Document meetings by preparing and distributing meeting agendas and notes for each meeting.

ACTIVITY 303.16 QUALITY CONTROL REVIEW

- Perform quality checking of preliminary design calculations and preliminary drawings during development.
- Perform a quality control review of each PER section to verify that the deliverable and supporting documentation are complete, understandable, conform to applicable and reasonable standards relative to their intended purpose, and meet City and Consultant requirements.

ACTIVITY 303.17 PREPARE PER SUBMITTALS

- Prepare the draft Tertiary Treatment Phase 2 Improvements PER.
- Submit draft report to City for review and comment.
- Following Activity 303.18 - Review Workshop, address City comments.
- Prepare the final Tertiary Treatment Phase 2 Improvements PER.
- Submit report to Idaho DEQ and EPA for review and approval.

ACTIVITY 303.18 REVIEW WORKSHOPS

- Conduct a conference call with City and Consultant's principal-in-charge, project manager, and up to three (3) team members to review comments and solicit input regarding the draft Tertiary Treatment Phase 2 Improvements PER.
- Conduct a workshop with City and Consultant's principal-in-charge, project manager, and up to three (3) team members to review comments and solicit input regarding the draft Tertiary Treatment Phase 2 Improvements PDR.
- Prepare agenda and distribute to anticipated attendees one (1) week prior to workshop.
- Prepare and distribute notes to attendees within three (3) days after workshop.
- Update project decision log to include items addressed in the workshops.

ACTIVITY 303.19 PREPARE PDR SUBMITTALS

- Prepare the draft Tertiary Treatment Phase 2 Improvements PDR.

- Submit draft report to City for review and comment.
- Following Activity 303.18 - Review Workshop, address City comments.
- Prepare the final Tertiary Treatment Phase 2 Improvements PDR.
- Submit report to City.

Assumptions

The budget is based upon the following assumptions:

- City will furnish additional data requested by Consultant within two (2) weeks following the kick-off workshop.
- Conference call will last up to two (2) hours.
- Workshop will occur in City's Administration Building conference room and will last up to four (4) hours.
- Hard copies of agendas for up to four (4) City staff plus Consultant staff will be furnished by Consultant for workshop.
- No additional site exploration or laboratory testing will be required for this project.
- Geotechnical recommendations for this project will be provided as an amendment to the previous geotechnical report.
- Preliminary cost opinion will be for budgetary planning purposes. For the Tertiary Treatment Phase 2 Improvements PER, Consultant will provide a range of accuracy of +40 percent to -20 percent with a contingency for undefined scope of work of 20 percent based upon 1 to 15 percent project definition.
- Preliminary design coordination meetings will last up to one (1) hour each.
- Review procedures, comment resolution, and documentation of reviews will be as defined in the QMP (Activity 103.1 - Quality Management Plan).
- Comments received from the City shall be considered additional external review comments and appropriately documented and resolved.
- City will perform timely reviews of the draft PER and PDR, and will provide a single set of reconciled review comments. Consultant's schedule includes an allowance of up to two (2) weeks for each City review. Any duration longer than this will result in Consultant's schedule adjusting accordingly.
- No Idaho DEQ comments are anticipated. Therefore, no response to comments is included in the scope.

Deliverables

Deliverable work products consist of the following:

- Meeting agenda transmitted to City via e-mail in .pdf format prior to PER review conference call.
- Meeting agenda transmitted to City via e-mail in .pdf format prior to, and hard copies delivered at, PDR review workshop.
- Meeting notes and updated decision log transmitted to City via e-mail in .pdf format.
- Draft Tertiary Treatment Phase 2 Improvements PER transmitted to City via e-mail in .pdf format.
- Final Tertiary Treatment Phase 2 Improvements PER transmitted to City and Idaho DEQ in hard copy [one (1) copy each] and .pdf format [one (1) copy each on CD].
- Draft Tertiary Treatment Phase 2 Improvements PDR transmitted to City via e-mail in .pdf format.
- Final Tertiary Treatment Phase 2 Improvements PDR transmitted to City in hard copy [one (1) copy] and .pdf format [one (1) copy on CD].

Task 400 - Equipment Procurement

Sub-task 401 - Sole Source Expenditure Justifications

Objective

Assist City in preparing documentation required to purchase new equipment that matches existing equipment already in use at the plant.

Approach

This sub-task includes services related to preparing technical justification for sole-source expenditures as allowed by Idaho procurement law in order to match existing equipment. Specific activities conducted by Consultant will include the following:

ACTIVITY 401.1 MEMORANDUM

- Prepare draft sole-source expenditure technical justification memorandum.
- Perform a quality control review of draft memorandum to verify that the deliverable and supporting documentation are complete, understandable, conform to applicable and reasonable standards relative to their intended purpose, and meet City and Consultant requirements.
- Submit draft memorandum to City for review and comment.
- Receive and address City comments.
- Prepare final memorandum.
- Submit final memorandum to City for approval and advertisement per Idaho Statute.

Assumptions

The budget is based upon the following assumptions:

- Technical justification will be prepared for the membrane filtration system, the high speed turbo blowers.
- Review procedures, comment resolution, and documentation of reviews will be as defined in the QMP (Activity 103.1 - Quality Management Plan).
- Comments received from the City shall be considered additional external review comments and appropriately documented and resolved.
- City will perform a timely review of the draft memorandum and provide a single set of reconciled review comments. Consultant's schedule includes an allowance of up to two (2) weeks for City review. Any duration longer than this will result in Consultant's schedule adjusting accordingly.

Deliverables

Deliverable work products consist of the following:

- Draft memorandum transmitted to City via e-mail in .docx or .pdf format.
- Final memorandum transmitted to City via e-mail in .pdf format.

Sub-task 402 - Membrane Filtration System Procurement

Objective

Assist the City in procuring long lead-time equipment that could affect design considerations and the scheduled completion date if not procured until after award of the construction contract. The membrane filtration system has been identified as being long lead-time equipment.

Approach

This sub-task includes services related to procuring the membrane filtration system. Specific activities conducted by Consultant will include the following:

ACTIVITY 402.1 PROCUREMENT PROJECT MANUAL

- Prepare draft Procurement Project Manual including contract equipment procurement provisions and technical specifications for equipment procurement.
 - Consultant's sub-consultant, Trindera Engineering, will assist with the electrical, instrumentation and control components of the Procurement Project Manual.
- Perform a quality control review of draft Project Manual to verify that the deliverable and supporting documentation are complete, understandable, conform to applicable and reasonable standards relative to their intended purpose, and meet City and Consultant requirements.
- Submit draft Project Manual to City for review and comment.
- Receive and address City comments.

- Prepare final draft Project Manual.
- Submit final draft Project Manual to City for use in negotiating at contract with the sole-sourced membrane filtration system manufacturer.
- Prepare final Project Manual for distribution and signatures following negotiations described in Activity 402.2 - Membrane Filtration System Manufacturer Contract Negotiations.

ACTIVITY 402.2 MEMBRANE FILTRATION SYSTEM MANUFACTURER CONTRACT NEGOTIATIONS

- Receive and review manufacturer's comments on final draft Project Manual.
- Receive and review manufacturer's initial pricing and justification.
- Conduct up to two (2) conference calls with City, manufacturer, Consultant's project manager and up to two (2) design team members to discuss manufacturer's comments while working towards a negotiated final Project Manual.
- Prepare recommendation of award following satisfactory negotiations.

ACTIVITY 402.3 PROCUREMENT SUBMITTALS

- Receive, log, and maintain shop drawing submittal documents in the DMS.
- Conduct review of shop drawing submittals to confirm manufacturer's compliance with administrative requirements and distribute to appropriate design team member(s) for review.
- Review submittals for compliance with the specifications and provide written comments to manufacturer.
 - Consultant's sub-consultant, Trindera Engineering, will assist with review of the electrical, instrumentation and control shop drawing submittals.
- Review manufacturer Operations and Maintenance Manual.

ACTIVITY 402.4 MANUFACTURER DESIGN COORDINATION MEETINGS

- Conduct the following conference calls with City, manufacturer, Consultant's project manager and up to two (2) design team members:
 - Project kick-off coordination call to review project requirements, introduce team members, and establish communication protocols.
 - Coordination calls to review and resolve City and Consultant comments on the following submittals (separate calls for each submittal):
 - Process and instrumentation diagrams.
 - Process equipment data technical cut sheets.
 - Instrumentation power and control wiring diagrams.
 - Electrical power drawings.
 - Electrical equipment data technical cut sheets.

- Control panel I/O wiring diagrams.
 - Facility design integration coordination call to discuss manufacturer's comments on Consultant's equipment and piping layout and integration of manufacturer's equipment into the design.
- Prepare and distribute notes for each meeting to attendees within three (3) days after meeting.

Assumptions

The budget is based upon the following assumptions:

- Specifications will be prepared using the six-digit MasterFormat of the Construction Specifications Institute.
- Front-end specifications will be based upon Engineers Joint Contract Documents Committee (EJCDC) procurement contract documents, 2010 version.
- Review procedures, comment resolution, and documentation of reviews will be as defined in the QMP (Activity 103.1 - Quality Management Plan).
- Comments received from the City shall be considered additional external review comments and appropriately documented and resolved.
- City will perform a timely review of the draft Project Manual and provide a single set of reconciled review comments. Consultant's schedule includes an allowance of up to two (2) weeks for City review. Any duration longer than this will result in Consultant's schedule adjusting accordingly.
- Manufacturer contract negotiation and design coordination conference calls will last up to two (2) hours each.
- Receiving and reviewing six (6) shop drawing submittals and six (6) resubmittals.
- Receiving and reviewing one (1) operation and maintenance manual submittal and One (1) resubmittal.
- If a submittal is determined to be incomplete when compared against the requirements in the Project Manual, it will be rejected.
- Submittal reviews following one (1) re-submittal will be billed to City as a separate, out-of-scope activity from which City can, at its discretion, deduct the amount from manufacturer's payment application(s).
- City will issue Notice to Proceed to manufacturer.
- City will administer manufacturer's payment applications.

Deliverables

Deliverable work products consist of the following:

- Draft Procurement Project Manual transmitted to City via e-mail in .pdf format.

- Final draft Procurement Project Manual transmitted to City via e-mail in .pdf format.
- Recommendation of award to manufacturer transmitted to City via e-mail in .pdf format.
- Final Procurement Project Manual transmitted to City via e-mail in .pdf format.
- Responses to manufacturer's shop drawing submittals transmitted to manufacturer via e-mail in .pdf format and copied to City.
- Response to manufacturer's operations and maintenance manual shop drawing submittal transmitted to manufacturer via e-mail in .pdf format and copied to City.
- Notes from manufacturer design coordination meetings transmitted to City and manufacturer via e-mail in .pdf format.

Task 500 - Detailed Design

Sub-task 501 - Project Manual

Objective

Complete drawing sheets and specifications (Project Manual) for the Tertiary Treatment Phase 2 Improvements project for submittal to Idaho DEQ and for bidding the project to general contractors.

Approach

This sub-task includes services related to preparation of a Project Manual for construction of the Tertiary Treatment Phase 2 Improvements project. Specific activities conducted by Consultant will include the following:

ACTIVITY 501.1 BIDDING DOCUMENTS AND GENERAL CONDITIONS

- Develop general conditions and bidding document specifications: Division 00 - Bidding Documents, Contract Forms, and Conditions of the Contract.

ACTIVITY 501.2 GENERAL SPECIFICATIONS AND DRAWINGS

- Develop general specifications:
 - Division 01 - General Requirements
 - Division 02 - Existing Conditions
- Develop general drawings depicting overall project including site plan and survey control, process design criteria, process flow diagrams, and the hydraulic profile.

ACTIVITY 501.3 CIVIL SPECIFICATIONS AND DRAWINGS

- Develop civil specifications:
 - Division 31 - Earthwork
 - Division 32 - Exterior Improvements

- Division 33 - Utilities
- Division 34 - Transportation
- Develop civil drawings depicting demolition, site improvements, grading, paving, underground pipelines and utilities.
- Develop an early-out utility relocation package specific for utilities located within the old railroad right-of-way corridor, including the Riverside Interceptor.
- Consultant's sub-consultant, Strata, will review 90 percent draft Project Manual for consistency with their recommendations prior to preparing final Project Manual for bidding.

ACTIVITY 501.4 STRUCTURAL SPECIFICATIONS AND DRAWINGS

- Develop structural specifications:
 - Division 03 - Concrete
 - Division 04 - Masonry
 - Division 05 - Metals
 - Division 06 - Wood and Plastics
- Develop structural drawings depicting foundations, walls, slabs and roofing systems.

ACTIVITY 501.5 ARCHITECTURAL SPECIFICATIONS AND DRAWINGS

- Develop architectural specifications:
 - Division 07 - Thermal and Moisture Protection
 - Division 08 - Openings
 - Division 09 - Finishes
 - Consultant's sub-consultant, Satterlund Testing and Inspection, will assist in development of the Division 09 - Finishes specifications, specifically those related to high performance industrial coatings and NACE inspection.
 - Division 10 - Specialties
 - Division 12 - Furnishings
- Develop architectural drawings depicting floor plans, egress paths, building envelope details, and exterior elevations.

ACTIVITY 501.6 PROCESS MECHANICAL SPECIFICATIONS AND DRAWINGS

- Develop process mechanical specifications:
 - Division 11 - Equipment
 - Division 13 - Special Construction (partial)
 - Division 40 - Process Interconnections (partial)

- Division 43 - Process Gas and Liquid Handling, Purification, And Storage Equipment
- Division 44 - Pollution and Waste Control Equipment
- Division 45 - Industry-Specific Manufacturing Equipment
- Division 46 - Water and Wastewater Equipment
- Develop process mechanical drawings depicting equipment layout and piping systems.

ACTIVITY 501.7 HVAC AND PLUMBING SPECIFICATIONS AND DRAWINGS

- Develop HVAC and Plumbing specifications:
 - Division 22 - Plumbing
 - Division 23 - Heating, Ventilating, and Air-Conditioning (HVAC)
- Develop HVAC and plumbing drawings depicting ventilation and plumbing systems.

ACTIVITY 501.8 ELECTRICAL SPECIFICATIONS AND DRAWINGS

- Consultant's sub-consultant, Trindera Engineering, will develop electrical specifications:
 - Division 24 - Electrical General Requirements
 - Division 26 - Electrical
- Consultant's sub-consultant, Trindera Engineering, will develop electrical drawings depicting one-line diagrams, duct banks, and building electrical systems
- Consultant's sub-consultant, Trindera Engineering, will assist in the development of an early-out utility relocation package specific for utilities located within the old railroad right-of-way corridor.

ACTIVITY 501.9 INSTRUMENTATION AND CONTROL SPECIFICATIONS AND DRAWINGS

- Consultant's sub-consultant, Trindera Engineering, will develop instrumentation and control specifications:
 - Division 40 - Process Interconnections (partial).
- Consultant's sub-consultant, Trindera Engineering, will develop instrumentation and control drawings depicting process and instrumentation diagrams (P&IDs) and control panel wiring diagrams and layouts.

ACTIVITY 501.10 DESIGN COORDINATION MEETINGS

- Conduct up to twenty-five (25) coordination meetings, one per week, with Consultant design team and active sub-consultants.
 - Discuss critical design issues and identify next actions for resolution.
 - Document meetings by preparing and distributing meeting agendas and notes for each meeting.

ACTIVITY 501.11 QUALITY CONTROL REVIEW

- Perform quality checking of design calculations, specifications, and drawings during development.
- Perform a quality control review of each specification section and drawing to verify that the deliverables are complete, understandable, conform to applicable and reasonable standards relative to their intended purpose, and meet City and Consultant requirements.

ACTIVITY 501.12 PREPARE SUBMITTALS

- Prepare draft utility relocation package.
- Submit draft utility relocation package to City for review and comment.
- Prepare final utility relocation package for bidding by general contractors.
- Prepare 60 and 90 percent draft Tertiary Treatment Phase 2 Improvements Project Manual (specification and drawing) submittals.
- Submit draft Project Manuals to City for review and comment.
- Prepare final draft Tertiary Treatment Phase 2 Improvements Project Manual for submittal to Idaho DEQ and Coeur d'Alene Building Department for review and approval.
- Prepare final Tertiary Treatment Phase 2 Improvements Project Manual for bidding by general contractors.

ACTIVITY 501.13 REVIEW WORKSHOPS

- Conduct two (2) review workshops with City and Consultant's principal-in-charge, project manager, and up to two (2) team members to review comments and solicit input regarding the draft 60 and 90 percent Tertiary Treatment Phase 2 Improvements Project Manuals.
- Prepare agenda and distribute to anticipated attendees one (1) week prior to workshop.
- Prepare and distribute notes to attendees within three (3) days after workshop.
- Update project decision log to include items addressed in the workshop.

Assumptions

The budget is based upon the following assumptions:

- No potholing by Consultant is included in this Scope of Services. City crews will conduct this work as requested by Consultant.
- The design will be based around the equipment procured in Task 400 - Equipment Procurement.
- The design will be completed using 3D building information modeling (BIM) software.

- Drawings will be prepared per industry standards and specifications will be prepared using the six-digit MasterFormat of the Construction Specifications Institute.
- Front-end specifications will be based upon Engineers Joint Contract Documents Committee (EJCDC) construction contract documents, 2013 version.
- The design will incorporate City and Consultant engineering and equipment standards to maintain consistency and compatibility with the City's existing facilities.
- Design coordination meetings will last up to one (1) hour each.
- Review procedures, comment resolution, and documentation of reviews will be as defined in the QMP (Activity 103.1 - Quality Management Plan).
- City will perform a timely review of the draft utility relocation package and Project Manual and provide a single set of reconciled review comments. Consultant's schedule includes an allowance of up to two (2) weeks for City review. Any duration longer than this will result in Consultant's schedule adjusting accordingly.
- Consultant's schedule includes an allowance of up to six (6) weeks for Idaho DEQ and Building Department review. Any duration longer than this will result in Consultant's schedule adjusting accordingly.
- City will download Navisworks Freedom (free software) to review the 3D BIM models.
- Comments received from the City shall be considered additional external review comments and appropriately documented and resolved.
- City comments on the 60 percent draft Project Manual will be incorporated into the 90 percent draft Project Manual. Similarly, City comments on the 90 percent draft Project Manual will be incorporated into the final draft Project Manual. No "final" 60 or 90 percent draft Project Manuals will be produced.
- City requested changes after the 60 percent draft Project Manuals may impact the design phase and may be negotiated via additional services.
- Workshops will occur in City's Administration Building conference room and will last up to four (4) hours each.
- Hard copies of agendas for up to four (4) City staff plus Consultant staff will be furnished by Consultant for workshops.
- A preliminary drawing list is included in Attachment 1.

Deliverables

Deliverable work products consist of the following:

- 60 percent draft Project Manual transmitted to City via e-mail in .pdf format.
- 60 percent draft 3D BIM Models posted to FTP site in .nwd format.
- 90 percent draft Project Manual transmitted to City via e-mail in .pdf format.

- 90 percent draft 3D BIM Models posted to FTP site in .nwd format.
- Workshop agendas transmitted to City via e-mail in .pdf format prior to, and hard copies delivered at, workshop.
- Workshop notes and updated decision log transmitted to City via e-mail in .pdf format.
- Final draft Project Manual transmitted to City via compact disc in .pdf format [two (2) copies] and in half-size (11x17) hard copy format [two (2) copies] for Idaho DEQ and Coeur d'Alene Building Department reviews.
- Final Project Manual posted to FTP site in .pdf format for bidding.
- Addenda posted to FTP site in .pdf format during bid period.

Sub-task 502 - Opinion of Probable Construction Cost

Objective

Update the engineer's opinion of probable construction cost.

Approach

This sub-task includes services related to preparation of an opinion of probable construction cost (OPCC) for the Tertiary Treatment Phase 2 Improvements project. Specific activities conducted by Consultant will include the following:

ACTIVITY 502.1 OPINION OF PROBABLE CONSTRUCTION COST

- Conduct a conference call between estimators and design team members to identify major changes since previous OPCC development (Activity 303.14 - Preliminary Opinion of Probable Cost).
- Update Basis of Estimate (BOE) for the OPCC update.
- Update OPCC details based upon 60 percent draft Project Manual.
- Perform a quality control review of OPCC updates to verify that the deliverable and supporting documentation are complete, understandable, conform to applicable and reasonable standards relative to their intended purpose, and meet City and Consultant requirements.
- Submit OPCC update to City.
- Conduct a conference call with City and Consultant's project manager and lead estimator to review City comments or questions.
- Submit revised OPCC update to City addressing their comments and questions.

Assumptions

The budget is based upon the following assumptions:

- OPCC updates will occur following issuance of the deliverables.

- 60 percent updated opinion of probable construction cost will be for cost baseline monitoring. Consultant will provide a range of accuracy of +20 percent to -10 percent with a contingency for undefined scope of 10 percent based upon 30 to 70 percent project definition.
- Review procedures, comment resolution, and documentation of reviews will be as defined in the QMP (Activity 103.1 - Quality Management Plan).
- City will perform a timely review of the OPCC updates and provide a single set of reconciled review comments. Consultant's schedule includes an allowance of up to two (2) weeks for City review. Any duration longer than this will result in Consultant's schedule adjusting accordingly.

Deliverables

Deliverable work products consist of the following:

- 60 percent opinion of probable construction cost transmitted to City via e-mail in .pdf format.
- Revised 60 percent opinion of probable construction cost transmitted to City via e-mail in .pdf format, if necessary.

Sub-task 503 - Construction Schedule

Objective

Establish a defensible sequence and schedule for constructing the Tertiary Treatment Phase 2 Improvements project which will serve as the basis for contractor's duration to achieve substantial and final completion.

Approach

This sub-task includes services related to preparation of a construction schedule. Specific activities conducted by Consultant will include the following:

ACTIVITY 503.1 CONSTRUCTION SCHEDULE

- Develop detailed construction sequence in conjunction with preparation of the 60 and 90 percent draft Project Manuals.
- Coordinate necessary schedule acceleration and cold weather construction identified with Sub-task 502 - Opinion of Probable Construction Cost.
- Perform a quality control review of schedule to verify that the deliverable and supporting documentation are complete, understandable, conform to applicable and reasonable standards relative to their intended purpose, and meet City and Consultant requirements
- Submit schedules to City for review and comment.
- Receive and address City comments.

- Prepare updated schedules prior to workshop conducted in Sub-task 602 - Informational Workshop so that updated schedules can be reviewed with pre-qualified contractors.
- Conduct two (2) conference calls, one (1) following each of the first two workshops conducted in Sub-task 602 - Informational Workshop, with City and Consultant's project manager to review feedback from pre-qualified contractors and determine if schedule updates are appropriate.
- Prepare final schedule to use as the basis for establishing the contractual substantial and final completion durations assigned to contractor.

ACTIVITY 503.2 4D VIRTUAL CONSTRUCTION REHEARSAL

- Develop an intelligent 4D phasing model of proposed phasing activities linked to the construction schedule (Activity 503.1 - Construction Schedule).
- Link the construction schedule items with the 3D BIM geometry to create a 4D model.
- Facilitate an understanding and coordination of complex simultaneous activities that will take place during the Tertiary Treatment Phase 2 Improvements project.
- Identify potential constructability problems during design so that construction activities are optimized and existing plant operations are maintained.
- Utilize the 4D model as a key focal point of coordination during the general contractor design review meetings (Sub-task 602 - Informational Workshop).

Assumptions

The budget is based upon the following assumptions:

- Schedule will be developed in Microsoft Project scheduling software.
- 4D virtual construction rehearsal will be developed in Synchro 4D construction project management software.
- City will download Synchro viewer (free software) to review the 4D model.
- 3D BIM models will be utilized and optimized for use in 4D phasing effort.
- Review procedures, comment resolution, and documentation of reviews will be as defined in the QMP (Activity 103.1 - Quality Management Plan).
- City will perform a timely review of the schedule updates and provide a single set of reconciled review comments. Consultant's schedule includes an allowance of up to two (2) weeks for City review. Any duration longer than this will result in Consultant's schedule adjusting accordingly.

Deliverables

Deliverable work products consist of the following:

- 60 percent construction schedule transmitted to City via e-mail in .pdf format.

- Updated 60 percent construction schedule addressing City comments transmitted to City via e-mail in .pdf format.
- Updated 60 percent construction schedule addressing comments received during general contractor design review workshop transmitted to City via e-mail in .pdf format.
- 90 percent construction schedule transmitted to City via e-mail in .pdf format.
- Updated 90 percent construction schedule addressing City comments transmitted to City via e-mail in .pdf format.
- Updated 90 percent construction schedule addressing comments received during general contractor design review workshop transmitted to City via e-mail in .pdf format.
- Final construction schedule transmitted to City via e-mail in .pdf format.
- 90 percent 4D virtual construction rehearsal transmitted to City via e-mail in .sp (Synchro) format.

Task 600 - Bid Period Services

Sub-task 601 - General Contractor Pre-Qualification Assistance

Objective

Consultant will assist the City in conducting a general contractor pre-qualification process to identify qualified contractors for wastewater treatment plant construction. The objectives of general contractor pre-qualification will be as follows:

- Identify contractors bidding the Tertiary Treatment Phase 2 Improvements project that are qualified for the work included in this contract.
- Establish a systematic basis for qualifications submittal and review for bidding.
- Establish a list of the pre-qualified contractors for bidding

Approach

This sub-task includes services related to preparing a pre-qualification questionnaire and evaluating responses from prospective general contractors. Specific activities conducted by Consultant will include the following:

ACTIVITY 601.1 PREPARE QUESTIONNAIRE

- Prepare a draft pre-qualification questionnaire and request for qualifications.
- Prepare a scoring system for rating the answers given by the respondents and by their references.
- Develop an appeal procedure to address potential requests from candidate general contractors not included on the pre-qualified list for bidding.
- Perform a quality control review of draft questionnaire verify that the deliverable and supporting documentation are complete, understandable, conform to applicable and

reasonable standards relative to their intended purpose, and meet City and Consultant requirements.

- Submit draft questionnaire to City for review and comment.
- Receive and address City comments.
- Prepare final questionnaire.
- Submit final questionnaire to City for advertisement.

ACTIVITY 601.2 ADVERTISEMENT

- Prepare an announcement for General Contractor Pre-qualification package submittals.
- Assist City with distribution of questionnaire packages to registered recipients.
- Assist City in response to questions about the questionnaire.

ACTIVITY 601.3 EVALUATION

- Develop a review panel consisting of City staff and Consultant's project manager and one (1) project engineer.
- Review the pre-qualification questionnaire submittals from prospective general contractors.
- Conduct reference reviews for the candidate general contractors.
- Score the submittals and prepare a listing of the pre-qualified general contractors.
- Prepare an evaluation summary and recommendation and submit to City for approval.
- Participate in City's appeal procedure to address potential appeals from candidate general contractors not included on the pre-qualified list for bidding.

Assumptions

The budget is based upon the following assumptions:

- Review procedures, comment resolution, and documentation of reviews will be as defined in the QMP (Activity 103.1 - Quality Management Plan).
- Comments received from the City shall be considered additional external review comments and appropriately documented and resolved.
- City will perform a timely review of the draft memorandum and provide a single set of reconciled review comments. Consultant's schedule includes an allowance of up to two (2) weeks for City review. Any duration longer than this will result in Consultant's schedule adjusting accordingly.
- City will advertise pre-qualification questionnaire using City's established procedure.
- City will answer legal questions during advertisement period.
- City will distribute questionnaires and log an official list.

- City will receive responses and transmit to Consultant for review.

Deliverables

Deliverable work products consist of the following:

- Draft pre-qualification questionnaire transmitted to City via e-mail in .pdf format.
- Final pre-qualification questionnaire transmitted to City via e-mail in .pdf format.
- Recommendation of general contractors qualified to bid transmitted to City via e-mail in .pdf format.

Sub-task 602 - Informational Workshop

Objective

Establish a workshop approach to review the design documents with pre-qualified contractors and community members such that their feedback may be incorporated into the design.

Approach

This sub-task includes services related to conducting constructability review workshops with pre-qualified general contractors. Specific activities conducted by Consultant will include the following:

ACTIVITY 602.1 WORKSHOP

- Conduct an informational workshop with City, pre-qualified contractors, neighbors, and Consultant's project manager, and one (1) team member following the 90 percent draft Project Manual review workshop (Activity 501.13 - Review Workshops).
- Prepare agenda and distribute to anticipated attendees one (1) week prior to workshop.
- Prepare and distribute notes to attendees within three (3) days after workshop.
- Present the proposed construction schedule (Activity 503.1 - Construction Schedule) and 4D virtual construction rehearsal (Activity 503.2 - 4D Virtual Construction Rehearsal).

Assumptions

The budget is based upon the following assumptions:

- Workshops will occur in City's Administration Building conference room and will last up to four (4) hours each.
- Hard copies of agendas for up to four (4) City staff, up to ten (10) pre-qualified contractors, and Consultant staff will be furnished by Consultant for workshop and coordination meetings.
- All pre-qualified general contractors will attend each workshop so that individual workshops are not required for each pre-qualified general contractors.

Deliverables

Deliverable work products consist of the following:

- Meeting agendas transmitted to City and pre-qualified general contractors via e-mail in .pdf format prior to, and hard copies delivered at, workshops.
- Meeting notes transmitted to City and pre-qualified general contractors via e-mail in .pdf format.

Sub-task 603 - Bid Assistance

Objective

Assist City with bidding the Tertiary Treatment Phase 2 Improvements project.

Approach

This sub-task includes services related to assisting City with bidding. Specific activities conducted by Consultant will include the following:

ACTIVITY 603.1 FTP SITE / ELECTRONIC ADVERTISEMENT

- Establish and maintain an electronic FTP site for registered plan holders to access the bid documents and addenda.

ACTIVITY 603.2 PRE-BID CONFERENCE

- Prepare a pre-bid conference meeting agenda.
- Conduct a pre-bid conference with City, Consultant's project manager, and up to one (1) team member.
- Document pre-bid conference attendees.
- Document questions raised and answers provided during the pre-bid conference.
- Issue notes of the pre-bid conference and the list of attendees as part of an addendum.

ACTIVITY 603.3 PREPARE ADDENDA

- Prepare up to three (3) addenda to address bidder questions.
- Perform a quality control review of each addendum to verify that the deliverable is complete, understandable, conform to applicable and reasonable standards relative to their intended purpose, and meet City and Consultant requirements.
- Assist City Clerk in issuing addenda to registered plan holders.

ACTIVITY 603.4 BID EVALUATION AND RECOMMENDATION OF AWARD

- Evaluate bids received from pre-qualified contractors to determine responsiveness.
- Consult with City's legal representative before making any recommendations of award that may involve waiver of formalities or irregularities in the bid.

- Prepare a recommendation of award documenting the evaluation process and submit to City for consideration of formal award.

Assumptions

The budget is based upon the following assumptions:

- Pre-bid conference will occur in City's Administration Building conference room and will last up to four (4) hours including site walk with attendees.
- Hard copies of the pre-bid conference agenda for up to four (4) City staff, up to ten (10) potential bidders, and Consultant staff will be furnished by Consultant.
- Review procedures, comment resolution, and documentation of reviews will be as defined in the QMP (Activity 103.1 - Quality Management Plan).

Deliverables

Deliverable work products consist of the following:

- Pre-bid conference agenda transmitted to City via e-mail in .pdf format and hard copies provided at conference.
- Notes and attendee list from pre-bid conference transmitted to City and attendees via e-mail in .pdf format.
- Recommendation of Award transmitted to City via e-mail in .pdf format.

Schedule

Assuming that Notice to Proceed will be issued on September 16, 2015, the project schedule is as follows. If the NTP occurs after this date, the schedule will be moved by an equal number of days.

Task	Description	Schedule
100	Project Administration and Management	Through August 31, 2016
200	NPDES Permit Support	Through August 31, 2016
300	Preliminary Engineering	Through December 31, 2015
400	Equipment Procurement	Through June 30, 2016
500	Detailed Design	Through June 30, 2016
600	Bid Period Services	Through August 31, 2016

EXHIBIT B

TERTIARY TREATMENT PHASE 2 IMPROVEMENTS

COMPENSATION

Consultant's total compensation for professional services provided pursuant to this agreement, including labor and overhead costs and expenses, sub-consultant compensation, sub-consultant mark-up, and Consultant's fixed fee of \$141,433.00, shall not exceed \$1,710,810.00 without written authorization by City.

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

COUNCIL BILL NO. 15-1018
ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, VACATING A PORTION OF PUBLIC RIGHT-OF-WAY IN THE BOUGHTON & KELSO ADDITION, RECORDED IN BOOK "A" OF PLATS, PAGE 115, RECORDS OF KOOTENAI COUNTY, GENERALLY DESCRIBED AS A PORTION OF SHERMAN AVENUE RIGHT-OF-WAY ADJOINING THE NORTH SIDE OF LOT 1 & 2, BLOCK A LYING IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

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

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

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

Legal description and drawing, attached as Exhibits "A & B"

be and the same is hereby vacated.

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

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

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

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

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on September 15, 2015.

APPROVED by the Mayor this 15th day of September, 2015.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
V-15-3, SHERMAN AVENUE RIGHT-OF-WAY VACATION

The City of Coeur d'Alene, Idaho hereby gives notice of the adoption of Coeur d'Alene Ordinance No. _____, vacating a portion of Sherman Avenue right-of-way adjoining the north side of Lot 1 & 2, Block A of the Boughton & Kelso Addition Plat.

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

Attached Exhibits "A & B"

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

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, 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. _____, V-15-3, vacating a portion of Sherman Avenue right-of-way 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 15th day of September, 2015.

Warren J. Wilson, Chief Civil Deputy City Attorney

EXHIBIT "A"

A strip of land being a portion of Sherman Avenue lying in the Southeast Quarter of Section 13, Township 50 North, Range 4 West, Boise Meridian, City of Post Falls, Kootenai County, Idaho and being more particularly described as follows:

BEGINNING AT the Northwest corner of Lot 1, Block A according to the plat of Boughton & Kelso Addition, filed at Book A of Plats, Page 115, Records of Kootenai County, Idaho, on the South right of way of Sherman Avenue being a City concrete monument from which the Southwest corner of said Lot 1, Block A bears $S0^{\circ} 06' 10''W$ 105.00 feet;

thence $N0^{\circ} 06' 10''E$ 5.76 feet;

thence $S88^{\circ} 08' 22''E$ 86.50 feet;

thence $S0^{\circ} 04' 48''W$ 3.09 feet to the northeast corner of Lot 2, Block A of said Plat of Boughton & Kelso on said South right of way being a ½ inch rebar with yellow plastic cap marked PLS 4182;

thence along said South right of way, $N89^{\circ} 54' 44''W$ 86.46 feet to the **True Point of Beginning**;

said strip of land being 382 square feet of land, more or less.

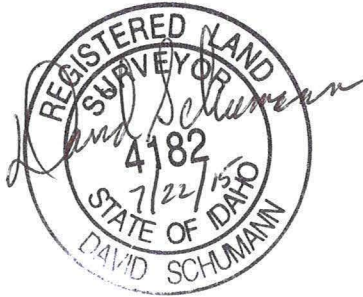
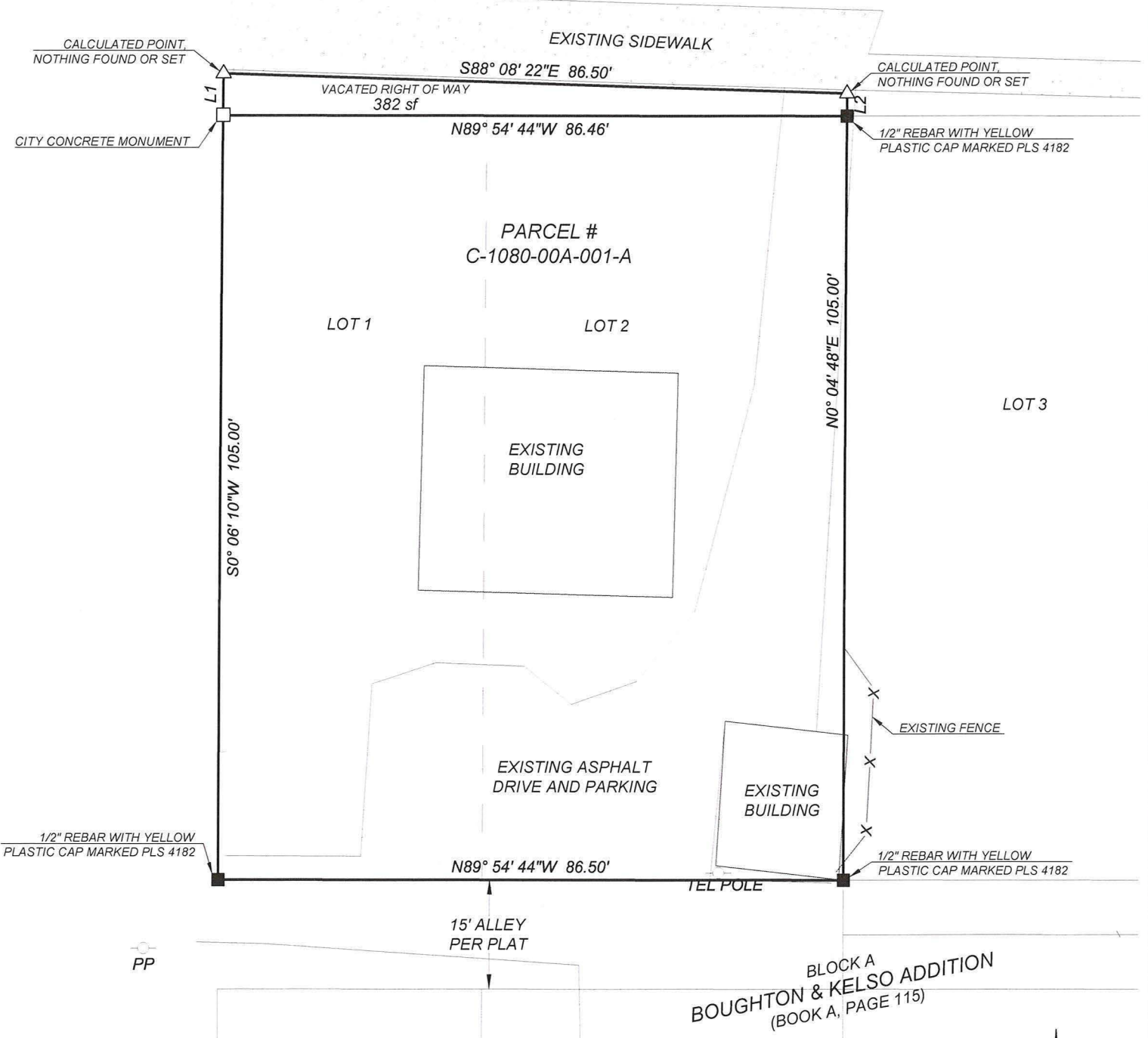


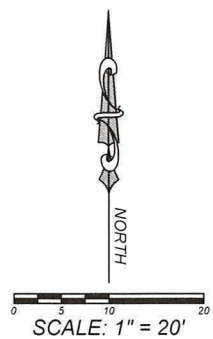
EXHIBIT "B"

SHERMAN AVENUE



Line Table

Line #	Length	Direction
L1	5.76	N0°06'10"E
L2	3.09	S0°04'48"W



3909 N. SCHREIBER WAY, STE. 4
 COEUR D'ALENE, IDAHO 83815
 PHONE: 208-676-0230
 WWW.LAKECITYENGINEERING.COM

VACATION EXHIBIT

SHERMAN AVENUE at 8th STREET
 SEC. 13, T50N, R4W, B.M., CITY CDA, K.C., ID

DESIGNED BY:	DCD
DRAFTED BY:	SMA
SCALE:	1" = 20'
DATE:	05/14/2015
JOB NO:	LCE 14-104
FILE:	14-104-VAC R-W XBT.dwg

COUNCIL BILL NO. 15-1019
ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, VACATING A PORTION OF PUBLIC RIGHT-OF-WAY IN THE GOVERNMENT WAY COMMERCIAL PARK PLAT, RECORDED IN BOOK "G" OF PLATS, PAGE 294, RECORDS OF KOOTENAI COUNTY, GENERALLY DESCRIBED AS A PORTION OF GOVERNMENT WAY RIGHT-OF-WAY ADJOINING THE WESTERLY BOUNDARY OF LOT 1, BLOCK 1 LYING IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

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

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

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

All of the fourteen foot (14') strip of right-of-way adjoining the westerly boundary of Lot 1, Block 1 according to the plat of Government Way Commercial Park, filed at Book G of Plats, Page 294, Records of Kootenai County, Idaho;

said strip of land being 2,523 square feet of land, more or less.

be and the same is hereby vacated.

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

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

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

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

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on September 15, 2015.

APPROVED by the Mayor this 15th day of September, 2015.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
V-15-5, GOVERNMENT WAY RIGHT-OF-WAY VACATION

The City of Coeur d'Alene, Idaho hereby gives notice of the adoption of Coeur d'Alene Ordinance No. _____, vacating a portion of Government Way right-of-way.

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

All of the fourteen foot (14') strip of right-of-way adjoining the westerly boundary of Lot 1, Block 1 according to the plat of Government Way Commercial Park, filed at Book G of Plats, Page 294, Records of Kootenai County, Idaho;

said strip of land being 2,523 square feet of land, more or less.

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

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, 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. _____, V-15-5, vacating a portion of Government Way right-of-way 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 15th day of September, 2015.

Warren J. Wilson, Chief Civil Deputy City Attorney

Staff Report

Date: September 15, 2015
From: Troy Tymesen, Finance Director
Subject: Public Transit Funding Agreement

Decision Point:

To approve the one year agreement and funding for the City's portion of the public transportation within the urbanized area of Kootenai County, also called the Kootenai County Transit System.

History:

The 2000 census designated the cities of Coeur d'Alene, Post Falls, Hayden, Huetter and Dalton Gardens, as an urbanized area within Kootenai County. The transit service in the urbanized area of the County is a cooperative effort between the cities, the County, the Coeur d' Alene Tribe, Kootenai Health, the Post Falls Highway District and the Kootenai Metropolitan Planning Organization. The 2010 population of Kootenai County based on the US Census data was 138,494. Approximately 98,378 residents are within the Kootenai county urban transit service area of 47 square miles. This agreement is for the next fiscal year, October 1, 2015 through September 30, 2016. The City Council approved this agreement last year.

Financial Analysis:

The City is being asked to fund \$43,983, the same amount as last year. The proposed expenditure is included in the current financial plan, under the Engineering Department General Ledger # 001-020-4322-4810. The City's portion is based on its population within the urbanized area. This money is being used as a match for funds from the Federal Transit Administration (FTA) Section 5307 funds. Funding covers operations, maintenance, vehicle procurements, and administration of the system.

Performance Analysis:

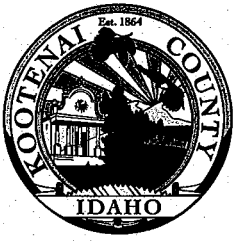
The funding of the requested \$43,983.00 is less than 2.0% of the total public transportation budget. The City also provides the service of the Specialized Needs Recreation Van that was acquired with grant funds.

Quality of Life Analysis:

The Citylink fixed route service provides 3 routes within the urbanized area and facilitated over 400,000 passenger trips last year. Citylink also provides fixed route and paratransit service in the rural southern part of the county rural. Kootenai Health provides paratransit service for medical trips providing approximately 18,873 trips annually. Kootenai County contracts a private transit service contractor to provide service under the Americans with Disabilities Act (ADA). This service provides door to door service for qualified disabled individuals, service start-up was August of 2011. Last year Kootenai County Paratransit provided in excess of 12,685 passenger trips.

Decision Point/Recommendation:

To approve the one year agreement and funding for the City's portion of the public transportation within the urbanized area of Kootenai County, also called the Kootenai County Transit System.



KOOTENAI COUNTY

TRANSIT SYSTEM

RECEIVED

SEP 03 2015

1 September 2015

Mayor Steve Widmyer
City of Coeur d'Alene
710 E. Mullan Ave
Coeur d'Alene, ID 83814

CITY CLERK

Subject: Public Transit Funding Agreement

Dear Mayor Widmyer:

The enclosed transit funding agreement between the City of Coeur d'Alene and Kootenai County is for the 2016 fiscal year which runs from 1 October 2015 through 30 September 2016. Please sign and return two (2) signed original agreements in the enclosed envelope.

Kootenai County recently completed the RFP process and hired David Evans and Associates to work with the Grants Management Office to complete the Service and Fare Equity Analysis and Transit Assessment (Transit Network Design). Within the next month we will begin an in-depth analysis of the route design and stop layout, frequency determination, timetabling, and vehicle scheduling of the transit system as well as plan out what is needed to create a multi-modal hub servicing the transportation services needs within the area.

This deep dive into the needs of Kootenai County riders, will necessitate a look into the efficacy of the current bus stops, as well as provide insight in to the appropriate ITS system to measure ridership accurately and to allow riders to access information relevant to bus times, on time accuracy, as well as providing a means by which passengers with special needs can more easily understand and utilize Kootenai County's fixed-route system.

Our ultimate goal is to be able to have accurate, hard data that directs system growth, encourages jurisdictional input, and formalizes a system that better serves the economic drivers of Kootenai County, especially in regard to accessing health services, creating educational opportunities, and foster job growth.

We sincerely appreciate the City of Coeur d'Alene's support to provide public transportation to the citizens of Kootenai County—and look forward to meeting with the City of Coeur d'Alene to further discuss the strategy, vision, services and sustainability of the Kootenai County Transit System.

Sincerely yours,

Handwritten signature of Jody Bieze in black ink.

Jody Bieze, Director
Grants Management Office

cc: Jim Hammond, City Administrator
Renata McLeod, City Clerk

Encl: Letter of Agreement City of Coeur d'Alene

RESOLUTION NO. 15-049

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A PUBLIC TRANSIT LETTER OF AGREEMENT WITH KOOTENAI COUNTY.

WHEREAS, staff is recommending that the City of Coeur d'Alene enter into a Public Transit Letter of Agreement with Kootenai County, 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 a Public Transit Letter of Agreement with Kootenai County, 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 15th day of September, 2015.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER ADAMS Voted _____

_____ was absent. Motion _____.

Grants Management Office

PUBLIC TRANSIT LETTER OF AGREEMENT

THIS AGREEMENT is entered into between the county of Kootenai, hereinafter "COUNTY" and the City of Coeur d'Alene, hereinafter "CITY", and shall be effective on the date all parties have affixed their signatures to this Agreement.

WHEREAS, the Urbanized Area of Kootenai County has been designated to include lands within the cities of Coeur d'Alene, Post Falls, Hayden, Dalton Gardens and Huetter; and

WHEREAS, federal funds under a Federal Transit Administration (FTA) grant are available to provide public transportation services including public transportation administration and planning within the Urbanized Area; and

WHEREAS, the COUNTY has been designated by the Governor of the state of Idaho as the grantee for Federal Transit Administration (FTA) funds; and


WHEREAS, having access to public transportation is a benefit to the citizens within the Urbanized Area; and

WHEREAS, municipalities are authorized to participate in the funding of public transportation;

NOW THEREFORE, It is agreed as follows:

1. The COUNTY shall be responsible for contracting with public transportation service providers, providing transportation planning, administration, and distribution of the Section 5307 or other United States Department of Transportation or Federal Transit Administration grant monies in order to provide for public transportation within the Urbanized Area of Kootenai County.
2. The CITY agrees to provide funding in the amount of \$43,983 (Forty Three Thousand, Nine Hundred and Eighty Three Dollars) as part of the match that is required for USDOT/FTA grants for the fiscal year beginning on 1 October, 2015 and ending on 30 September 2016. The CITY further agrees to provide one-half of said funding on or before the 28th day of February, 2016, with the balance due no later than the 31st day of July 2016.

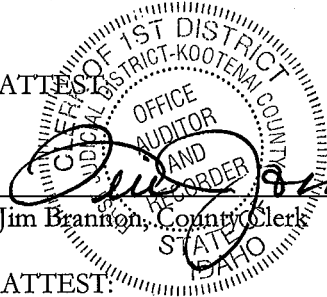

IN WITNESS WHEREOF, the parties hereto have affixed the signature of their duly authorized official.



 David Stewart, Chairman
 Kootenai County Commissioners

8/25/15

 Date

ATTEST:



 Jim Brannon, County Clerk

 Steve Widmyer, Mayor
 City of Coeur d'Alene, Idaho

 Date

 Renata McLeod, City Clerk



FINANCE DEPARTMENT

710 E. Mullan Avenue
Coeur d' Alene, Idaho 83814
(208)769-2225 – FAX (208)769-2284
www.cdavid.org

Date: September 15, 2015

From: Troy Tymesen, Finance Director
Subject: Annual agreement for the City audit

Decision Point: To enter into the annual engagement agreement with Anderson Bros., CPA's, P.A. accounting firm to conduct the 2014-2015 Fiscal Year audit.

History: The City conducts an annual audit to comply with Idaho State Statues and the National Recognized Municipal Securities Information Repositories (NRMSIRs).

Financial Analysis: The City solicited quotes for audit services from two other qualified municipal audit firms. One quote was received from Eide Bailey CPA firm in Boise and one was received from Magnuson, McHugh & Co. The cost for this service is included in the Fiscal Year 2015-2016 financial plan at the amount of \$32,500 in the Finance Department under GL #001-003-4151-3100. Anderson Bros. has quoted the cost at \$27,500.00, which includes a Single Audit. This is a \$4,698 decrease from what the City paid for the Fiscal Year 2013-14 audit.

Performance Analysis: The City has not had an audit done with Anderson Bros in the past. The personnel that would be conducting this audit have over 44 years of combined governmental accounting and auditing experience and are offering their services at a very reasonable cost.

Decision Point: To enter into the annual engagement agreement with Anderson Bros., CPA's, P.A. accounting firm to conduct the 2014-2015 Fiscal Year audit.

RESOLUTION NO. 15-050

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE APPROVAL OF AN AGREEMENT WITH ANDERSON BROS. CPA'S, P.A. FOR THE ANNUAL CITY AUDIT.

WHEREAS, staff is recommending that the City of Coeur d'Alene enter into an Agreement with Anderson Bros. CPA's, pursuant to terms and conditions set forth in said agreement, a copy of which is attached hereto as Exhibit "A" and by reference made a part hereof; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to enter into such 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 with Anderson Bros. CPA's, in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 15th day of September, 2015.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER ADAMS Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.



1810 E Schneidmiller Ave. Ste. 310
Post Falls, Idaho 83854
208-777-1099 (phone) 208-773-5108 (fax)

AUDIT ENGAGEMENT LETTER

September 9, 2015

City of Coeur d'Alene
City Council
710 E. Mullan Ave.
Coeur d'Alene, ID 83814

Dear City Council

We are pleased to confirm our understanding of the services we are to provide City of Coeur d'Alene for the year ended September 30, 2015. We will audit the financial statements of governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City of Coeur d'Alene as of and for the year ended September 30, 2015. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Coeur d'Alene's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Coeur d'Alene's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Schedule of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual – General Fund
3. Schedule of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual – Insurance Special Revenue Fund
4. Police Retirement Trust Fund – Schedule of Employer Contributions, Five-Year Trend and Annual Development of Pension Costs
5. Schedule of Funding Progress for Postemployment Benefit Plans

We have also been engaged to report on supplementary information other than RSI that accompanies City of Coeur d'Alene's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

1. Schedule of expenditures of federal awards
2. Combining Balance Sheet – By Fund Type – Nonmajor Governmental Funds
3. Combining Statement of Revenues, Expenditures, and Changes in Fund Balances – Nonmajor Governmental Funds
4. Explanation of Nonmajor Governmental Funds – Special Revenue Funds
5. Combining Balance Sheet Nonmajor Special Revenue Funds
6. Combining Statement of Revenues, Expenditures, and Changes in Fund Balances – Nonmajor Special Revenue Funds
7. Explanation of Debt Service Funds
8. Combining Balance Sheet Nonmajor Debt Service Funds
9. Combining Statement of Revenues, Expenditures, and Changes in Fund Balances – Nonmajor Debt Service Funds
10. Explanation of Capital Projects Funds
11. Combining Balance Sheet Nonmajor Capital Projects Funds
12. Combining Statement of Revenues, Expenditures, and Changes in Fund Balances – Nonmajor Capital Projects Funds
13. Explanation of Nonmajor Business-Type Activities
14. Combining Statement of Net Position – Nonmajor Proprietary Funds
15. Combining Statement of Revenues, Expenditures, and Changes in Fund Balances – Nonmajor Proprietary Funds
16. Combining Statement of Cash Flows – Nonmajor Proprietary Fund Types

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on-

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion

on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The OMB Circular A-133 report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to management and City Council of the City of Coeur d'Alene. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will

require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures - Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Coeur d'Alene's compliance with the provisions of applicable laws, regulations, contracts, agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Circular A-133 *Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of Coeur d'Alene's major programs. The purpose of these procedures will be to express an opinion on the City of Coeur d'Alene's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Management Responsibilities

Management is responsible for (1) establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial

information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are responsible for the selection and application of accounting principles: for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review on September 15, 2015.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with OMB Circular A-133. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with OMB Circular A-133; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report

on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days

after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to the City of Coeur d'Alene; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for these engagements is the property of Anderson Bros. CPA's, P.A. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Federal or State officials or their designees, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audits, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Anderson Bros. CPA's, P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for these engagements will be retained for a minimum of five years after the report release dates or for any additional period requested by Federal or State officials. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately September 15, 2015 and to issue our reports no later than March 10, 2016. Toni Hackwith is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fees for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$27,500. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to City of Coeur d'Alene and believe this letter accurately summarizes the significant terms of our engagements. If you have any questions, please let us know. If you agree with the terms of our engagements as described in this letter, please sign the enclosed copy and return it to us.

Sincerely



Anderson Bros. CPA's, P.A.

RESPONSE:

This letter correctly sets forth the understanding of City of Coeur d'Alene:

Management Signature: _____

Title: _____

Date: _____

Governance Signature: _____

Title: _____

Date: _____

PUBLIC HEARINGS



FINANCE DEPARTMENT

710 E. Mullan Avenue
Coeur d' Alene, Idaho 83814
(208)769-2225 - FAX (208)769-2284
www.cdaid.org

STAFF REPORT

Date: September 15, 2015

From: Troy Tymesen, Finance Director

Subject: Amendment to the 2014-2015 Fiscal Year Appropriations (Budget)

Decision Point:

To approve Ordinance No 3519 to amend the Fiscal Year 2014-15 Budget by a total of \$3,641,525.

History:

The City Council annually amends the original appropriations ordinance for unanticipated expenditures.

Financial Analysis:

Idaho code allows the City Council at any time during the current fiscal year to amend the appropriations ordinance to reflect the receipt of revenues and/or the expenditure of funds that were unanticipated when the ordinance was adopted. The City each year adopts an amendment or amendments to the appropriation's ordinance.

Performance Analysis:

The budget amendment shows increases in expenditures due to carryovers of projects, a retirement accumulated leave payout, additional overtime in Fire and Police, State and Federal grants received, property purchase and a vehicle purchased with funds received from the School District. Additional revenues of \$1,212,121 is projected to be received in the General Fund to cover the increased expenses for the fiscal year and \$1,508,589 is projected to come from fund balance for project carryovers.

Decision Point:

To approve Ordinance No 3519 to amend the Fiscal Year 2014-15 Budget by a total of \$3,641,525.

CITY OF COEUR D'ALENE
FISCAL YEAR 2014-15 BUDGET AMENDMENT

	FY 14-15 BUDGETED	FY 14-15 PROJECTED	Projected Increase
<u>TAXES</u>			
CURRENT YEAR	17,029,716	17,029,716	0
<u>FEES & LICENSES</u>			
CABLE TV	335,000	355,000	20,000
NATURAL GAS	698,000	776,000	78,000
ELECTRICITY	1,995,000	2,015,000	20,000
BUSINESS LICENSES	80,000	95,400	15,400
BLDG/INSPECTN	1,155,478	1,155,478	0
BLDG/INSPECTN MECHANICAL	90,000	90,000	0
STORMWATER REVIEW	15,000	20,500	5,500
PLUMBING INSPECTION	140,000	154,500	14,500
ENCROACHMENT PERMITS	22,000	25,000	3,000
ELECTRICAL PERMITS	15,000	15,000	0
BUSINESS PERMITS	24,000	35,000	11,000
BURN PERMITS	460	500	40
SIGN PERMITS	19,000	19,000	0
ANNEX/ZONING FEES	16,000	24,500	8,500
FIRE DEPT PERMITS	68,000	68,000	0
TOTAL FEES AND LICENSES	4,672,938	4,848,878	175,940
<u>INTERGOVERNMENTAL</u>			
LIQUOR	1,050,000	1,050,000	0
HIGHWAY USER	1,516,511	1,550,000	33,489
REVENUE SHARE	2,123,571	2,123,571	0
SALES TAX	818,902	818,902	0
HIGHWAY DIST	670,000	670,000	0
KOOTENAI CNTY EMSS	1,556,000	1,556,000	0
FEDERAL GRANT	167,963	13,182	(154,781)
STATE GRANT		64,679	64,679
SCHOOL RESOURCE OFFICER	415,000	440,000	25,000
COST OF PROSECUTION (THRU CNTY)			0
OTHER INCOME (THRU CNTY)	25,000	175,000	150,000
TOTAL INTERGOVERNMENTAL	8,342,947	8,461,334	118,387
<u>SERVICES</u>			
BID SPECS	1,100	1,100	0
RESTITUTION	350	350	0
FEES FOR DOCUMENT PREP	350	1,200	850
POLICE	17,000	17,000	0
FIRE	9,000	10,600	1,600
BILLING SERVICES	1,000	1,000	0
PARKING PERMITS	1,600	1,600	0
RECREATION	209,000	209,000	0
PRINTING AND PHOTOCOPYING	200	650	450
MAP/CODE BOOKS	250	250	0
TOTAL SERVICES	239,850	242,750	2,900

CITY OF COEUR D'ALENE
FISCAL YEAR 2014-15 BUDGET AMENDMENT

	<u>FY 14-15 BUDGETED</u>	<u>FY 14-15 PROJECTED</u>	<u>Projected Increase</u>
<u>FINES/FORFEITS</u>			
DISTRICT COURT	250,000	250,000	0
PEN/ INTEREST ON PROP TAXES	140,000	140,000	0
PARKING	50,000	50,000	0
DRUG TASK FORCE	20,000	20,000	0
LATE FEE ON UTILITY BILLS	42,000	42,000	0
ANIMAL CITATION FINES	13,100	13,100	0
ORDINANCE VIOLATIONS	600	600	0
NSF CHECK FEES	1,400	1,400	0
TOTAL FINES AND FORFEITS	<u>517,100</u>	<u>517,100</u>	<u>0</u>
<u>INTEREST EARNINGS</u>			
INTEREST EARNINGS	<u>21,000</u>	<u>6,500</u>	<u>(14,500)</u>
<u>MISCELLANEOUS</u>			
SURPLUS SALE	100,000	100,000	0
RENTS & ROYALTIES	19,700	19,700	0
CDA TV DONATIONS	10,000	10,000	0
PROCEEDS FROM GRADER LEASE		214,075	214,075
2015 GO BOND PROCEEDS		505,000	505,000
DONATIONS JR TACKLE		38,319	38,319
OTHER	20,000	192,000	172,000
TOTAL MISCELLANEOUS	<u>149,700</u>	<u>1,079,094</u>	<u>929,394</u>
<u>TRANSFERS</u>			
INTERFUND TRANSFER	1,386,533	1,386,533	0
TRANSFERS IN	457,490	457,490	0
TOTAL TRANSFERS	<u>1,844,023</u>	<u>1,844,023</u>	<u>0</u>
DESIGNATED FUND BALANCE	60,465	1,569,054	1,508,589
FUND BALANCE			0
TOTAL FUND BALANCE	<u>60,465</u>	<u>1,569,054</u>	<u>1,508,589</u>
TOTALS	<u><u>32,877,739</u></u>	<u><u>35,598,449</u></u>	<u><u>2,720,710</u></u>

CITY OF COEUR D'ALENE
FISCAL YEAR 2014-15 BUDGET AMENDMENT

SUMMARY	FY 14-15 BUDGETED	FY 14-15 PROJECTED	Projected Increase
Property Taxes	\$ 17,029,716	\$ 17,029,716	0
Fees and Licenses	4,672,938	4,848,878	175,940
Intergovernmental	8,342,947	8,461,334	118,387
Services	239,850	242,750	2,900
Fines and Forfeits	517,100	517,100	0
Interest	21,000	6,500	(14,500)
Miscellaneous	149,700	1,079,094	929,394
Interfund Transfer	1,844,023	1,844,023	0
Beginning Balance	60,465	1,569,054	1,508,589
TOTAL GENERAL FUND	\$ 32,877,739	\$ 35,598,449	\$ 2,720,710

General Fund - Added Expenses

	<u>Cost</u>
Building Maintenance - Solid Wast Fees McEuen	4,000
Building Maintenance - City Hall Roof	4,000
Police Dept - Retirement leave payout	67,400
Police Dept - Police Car	56,144
Police Dept - Police Car from NIC SRO funding	31,657
Police Dept - 3 New officers	57,669
Police Dept - Increase to Travel & Training per Contract re: Tuition Reimb from previous year	13,599
Police Dept - Increase to Tuition Reimbursement per Contract	11,200
Police Dept - Federal & State Grants for Overtime and Travel	15,725
Police Dept - JAG Grants 2013 & 2014 Carryover	13,182
Fire Dept - 2 Inspector Vehicles - GO Bond	100,000
Fire Dept - 1 Battalion Chief Unit - GO Bond	85,000
Fire Dept - 2 Utility Trucks - GO Bond	70,000
Fire Dept - 4 Command Vehicles - GO Bond	250,000
Fire Dept - 2015 GO Bond Sale Expenses	6,700
Fire Dept - PERSI Savings Used to Fund Police Officers	(57,669)
General Government - BNSF Right of Way Property Purchase	1,070,000
Street Dept - Sweeper Replacement	177,465
Street Dept - Grader	214,075
Street Dept - Grader Lease Payment	20,591
Engineering - Overlay Carryover from FY 13-14	448,302
Parks Dept - Increase in Parks Operating Supplies	15,300
Parks Dept - Joint Powers Agreement - Invoice from 2013-14 FY	7,500
Recreation - Storage structure at Person Field	38,870
	<u>\$ 2,720,710</u>


CITY OF COEUR D'ALENE
FISCAL YEAR 2014-15 BUDGET AMENDMENT

<u>Other Funds - Added Expenses</u>	<u>Cost</u>
Library Fund - State Grants for training	2,700
Street Lighting - Annual Operation	70,000
Capital Projects - Front Avenue Project Carryover	63,000
Capital Projects - 15th St - Harrison to Best	10,000
Capital Projects - Seltice Way Sidewalks	7,000
Capital Projects - Seltice Way	5,100
Capital Projects - Government Way Project - Carryover	100,000
2015 A & B G.O. Bond Expenses	55,000
Wastewater Fund - Loader Lease Payments	26,000
Sanitation Fund - Garbage Collection	235,000
Drainage Fund - Sweeper Replacement	177,465
Parks Capital Improvements Fund - Northshire Park pickleball courts	23,000
Parks Capital Improvements Fund - Tubbs Hill Trail	55,000
Parks Capital Improvements Fund - McEuen Park Carryover	62,000
Parks Capital Improvements Fund - 4 Corners / BLM Project	29,550
	<u>\$ 920,815</u>

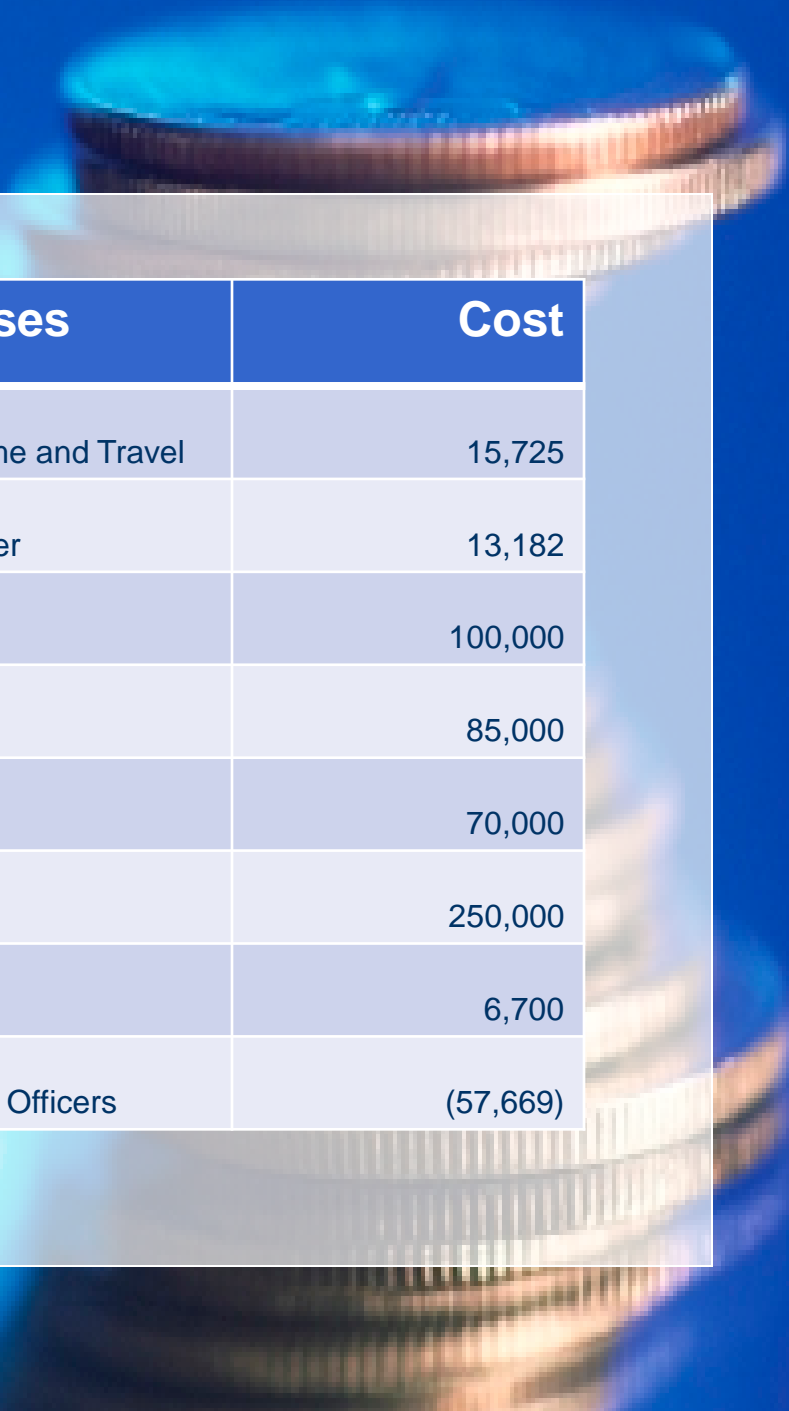
A stack of gold coins is visible on the right side of the image, set against a blue background. The coins are stacked vertically, with the top coin being the most prominent. The background is a solid blue color.

Fiscal Year
2014-2015
Budget Amendment

SUMMARY	FY 14-15 BUDGETED	FY 14-15 PROJECTED	PROJECTED INCREASE
Property Taxes	17,029,716	17,029,716	0
Fees and Licenses	4,672,938	4,848,878	175,940
Intergovernmental	8,342,947	8,461,334	118,387
Services	239,850	242,750	2,900
Fines and Forfeits	517,100	517,100	0
Interest	21,000	6,500	(14,500)
Miscellaneous	149,700	1,079,094	929,394
Interfund Transfer	1,844,023	1,844,023	0
Beginning Balance	60,465	1,569,054	1,508,589
TOTAL GENERAL FUND	\$32,877,739	\$35,598,449	\$2,720,710

A stack of several coins, likely quarters, is visible in the background on the right side of the image. The coins are slightly out of focus, with a blue tint. The top coin is clearly visible, showing its ridged edge and a portion of its face.

General Fund – Added Expenses	Cost
Building Maintenance - Solid Waste Fees McEuen	4,000
Building Maintenance - City Hall Roof	4,000
Police Dept - Retirement leave payout	67,400
Police Dept - Police Car	56,144
Police Dept - Police Car from NIC SRO funding	31,657
Police Dept - 3 New officers	57,669
Police Dept - Increase to Travel & Training per Contract re: Tuition Reimb from previous year	13,599
Police Dept - Increase to Tuition Reimbursement per Contract	11,200


A stack of several gold coins is visible in the background, slightly out of focus, against a blue gradient background. The coins are stacked vertically, with the top one being the most prominent.

General Fund – Added Expenses	Cost
Police Dept - Federal & State Grants for Overtime and Travel	15,725
Police Dept - JAG Grants 2013 & 2014 Carryover	13,182
Fire Dept - 2 Inspector Vehicles - GO Bond	100,000
Fire Dept - 1 Battalion Chief Unit - GO Bond	85,000
Fire Dept - 2 Utility Trucks - GO Bond	70,000
Fire Dept - 4 Command Vehicles - GO Bond	250,000
Fire Dept - 2015 GO Bond Sale Expenses	6,700
Fire Dept - PERSI Savings Used to Fund Police Officers	(57,669)

General Fund – Added Expenses	Cost
General Government - BNSF Right of Way Property Purchase	1,070,000
Street Dept - Sweeper Replacement	177,465
Street Dept - Grader	214,075
Street Dept - Grader Lease Payment	20,591
Engineering - Overlay Carryover from FY 13-14	448,302
Parks Dept - Increase in Parks Operating Supplies	15,300
Parks Dept - Joint Powers Agreement - Invoice from 2013-14 FY	7,500
Recreation - Storage structure at Person Field	38,870
TOTAL	\$2,720,710

The background of the slide features several stacks of coins, likely quarters, arranged in a way that creates a sense of depth and value. The coins are metallic and have a distinct ridged edge. The overall color scheme is a vibrant blue, which provides a professional and clean backdrop for the financial data presented in the table.

Other Funds – Added Expenses	Cost
Library Fund - State Grants for training	2,700
Street Lighting - Annual Operation	70,000
Capital Projects - Front Avenue Project Carryover	63,000
Capital Projects - 15th St - Harrison to Best	10,000
Capital Projects - Seltice Way Sidewalks	7,000
Capital Projects - Seltice Way	5,100
Capital Projects - Government Way Project - Carryover	100,000
2015 A & B G.O. Bond Expenses	55,000

The background of the slide features a stack of several coins, likely quarters, with a blue and white color scheme. The coins are stacked vertically, with the top coin being a quarter. The background is a gradient of blue and white, with the coins appearing to be part of a larger stack.

Other Funds – Added Expenses	Cost
Wastewater Fund - Loader Lease Payments	26,000
Sanitation Fund - Garbage Collection	235,000
Drainage Fund - Sweeper Replacement	177,465
Parks Capital Improvements Fund - Northshire Park pickleball courts	23,000
Parks Capital Improvements Fund - Tubbs Hill Trail	55,000
Parks Capital Improvements Fund - McEuen Park Carryover	62,000
Parks Capital Improvements Fund - 4 Corners / BLM Project	29,550
TOTAL	\$920,815

A stack of silver coins is the central focus, positioned on the right side of the frame. The coins are stacked vertically, with the top coin being a copper-colored penny. The background is a solid, vibrant blue. A white rectangular box is overlaid on the left and center of the image, containing the text "Questions?".

Questions?

COUNCIL BILL NO. 15-1020
ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE 3493, THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014 APPROPRIATING THE SUM OF ~~\$74,561,945~~ **\$78,203,470**, WHICH SUM INCLUDES ADDITIONAL MONIES RECEIVED BY THE CITY OF COEUR D'ALENE IN THE SUM OF \$3,641,525; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND PROVIDING AN EFFECTIVE DATE HEREOF.

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

Section 1

That Section 1 of Ordinance 3493, Ordinance of the City of Coeur d'Alene, be and the same is hereby amended to read as follows:

That the sum of ~~\$74,561,945~~ **\$78,203,470**, be and the same is hereby appropriated to defray the necessary expenses and liabilities of the City of Coeur d'Alene, Kootenai County, Idaho, for the fiscal year beginning October 1, 2014.

Section 2

That Section 2 of Ordinance 3493; Ordinances of the City of Coeur d'Alene be and the same is hereby amended to read as follows:

That the objects and purposes for which such appropriations are made are as follows:

GENERAL FUND EXPENDITURES :

Mayor and Council	\$	237,027	
Administration		294,883	
Finance Department		735,745	
Municipal Services		1,552,600	
Human Resources		246,929	
Legal Department		1,476,346	
Planning Department		549,988	
Building Maintenance		480,102	488,102
Police Department		11,216,460	11,483,036
Drug Task Force		25,710	

ADA Sidewalks	265,657	
COPS Grant	169,690	
Fire Department	8,265,708	8,719,739
General Government	49,150	1,119,150
Engineering Services	1,287,825	1,736,127
Streets/Garage	2,515,577	2,927,708
Parks Department	1,869,944	1,892,744
Recreation Department	796,341	835,211
Building Inspection	842,057	
TOTAL GENERAL FUND EXPENDITURES:	<u>\$ 32,877,739</u>	<u>\$ 35,598,449</u>
 SPECIAL REVENUE FUND EXPENDITURES:		
Library Fund	\$ 1,387,111	1,389,811
Community Development Block Grant	359,966	
Impact Fee Fund	194,956	
Parks Capital Improvements	244,000	413,550
Annexation Fee Fund	117,000	
Insurance / Risk Management	420,000	
Cemetery Fund	284,190	
Cemetery Perpetual Care Fund	97,500	
Jewett House	67,089	
Reforestation/Street Trees/Community Canopy	68,500	
Arts Commission	6,750	
Public Art Funds	210,600	
TOTAL SPECIAL FUNDS:	<u>\$ 3,457,662</u>	<u>\$ 3,629,912</u>
 ENTERPRISE FUND EXPENDITURES:		
Street Lighting Fund	\$ 535,600	605,600
Water Fund	8,325,955	
Wastewater Fund	14,709,771	14,790,771
Water Cap Fee Fund	700,000	
WWTP Cap Fees Fund	1,913,000	
Sanitation Fund	3,560,334	3,795,334
City Parking Fund	220,840	
Drainage Fund	1,179,109	1,356,574
TOTAL ENTERPRISE EXPENDITURES:	<u>\$ 31,144,609</u>	<u>\$ 31,708,074</u>
 FIDUCIARY FUNDS:	\$ 2,575,420	
STREET CAPITAL PROJECTS FUNDS:	3,257,500	3,442,600
DEBT SERVICE FUNDS:	1,249,015	
GRAND TOTAL OF ALL EXPENDITURES:	<u><u>\$ 74,561,945</u></u>	<u><u>\$ 78,203,470</u></u>

Section 3

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

Section 4

This ordinance shall take effect and be in full force upon its passage, approval and publication in one (1) issue of the Coeur d'Alene Press, a newspaper of general circulation published within the City of Coeur d'Alene and the official newspaper thereof.

APPROVED by this Mayor this 15th day of September, 2015.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D' ALENE ORDINANCE NO. ____

ANNUAL APPROPRIATION AMENDMENT FOR FISCAL YEAR 2014 - 2015

AN ORDINANCE AMENDING ORDINANCE 3493, THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014 APPROPRIATING THE SUM OF ~~\$74,561,945~~ \$78,203,470, WHICH SUM INCLUDES ADDITIONAL MONIES RECEIVED BY THE CITY OF COEUR D'ALENE IN THE SUM OF \$3,641,525; 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.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren 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. _____, Annual Appropriation Amendment for Fiscal Year 2014 - 2015, 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 15th day of September, 2015.

Warren J. Wilson, Chief Deputy City Attorney

OTHER BUSINESS

RESOLUTION NO. 15-051

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A REQUEST FOR RETIREMENT MEDICAL BENEFIT AGREEMENT (RMBA) WITH JUDY HOUSE.

WHEREAS, it is deemed to be in the best interest of the City of Coeur d'Alene and the citizens thereof to enter into a RMBA with Judy House pursuant to the terms and conditions set forth in the RMBA, which is attached hereto as Exhibit "1" and by reference made a part hereof; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a RMBA, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said RMBA to the extent the substantive provisions of the RMBA remain intact.

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

DATED this 15th day of September, 2015.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER ADAMS Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

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

FUND	BALANCE 7/31/2015	RECEIPTS	DISBURSE- MENTS	BALANCE 8/31/2015
<u>General-Designated</u>	\$354,651	\$54,086	\$3,848	\$404,889
<u>General-Undesignated</u>	10,350,789	14,601,886	10,194,470	14,758,205
<u>Special Revenue:</u>				
Library	320,714	26,894	113,675	233,933
CDBG	812	4,350	4,350	812
Cemetery	(7,602)	10,460	22,636	(19,778)
Parks Capital Improvements	161,597	8,770	18,919	151,448
Impact Fees	3,915,143	57,640	1,680	3,971,103
Annexation Fees	5,079	26,250	4	31,325
Insurance	(9,453)	5,619	46	(3,880)
Cemetery P/C	1,734,475	7,652	3,945	1,738,182
Jewett House	36,207	2,790	2,313	36,684
Reforestation	16,657	1,980	2,619	16,018
Street Trees	224,058	6,900	3,067	227,891
Community Canopy	1,776		1	1,775
CdA Arts Commission	8,190		5,418	2,772
Public Art Fund	59,219		824	58,395
Public Art Fund - LCDC	339,126		10,321	328,805
Public Art Fund - Maintenance	119,512		65	119,447
<u>Debt Service:</u>				
2002 & 2006 G.O. Bonds	1,505,823	33,846	1,069,688	469,981
LID Guarantee	28,419		7	28,412
LID 130 Lakeside / Ramsey / Industrial Park	699		630	69
LID 149 4th Street	9,754	4,052	1,737	12,069
<u>Capital Projects:</u>				
Street Projects	(280,364)	434,569	30,700	123,505
<u>Enterprise:</u>				
Street Lights	66,367	42,955	86,356	22,966
Water	405,853	793,259	387,520	811,592
Water Capitalization Fees	3,346,674	76,142	1,128	3,421,688
Wastewater	5,742,837	734,360	2,028,442	4,448,755
Wastewater-Reserved	991,045	27,500		1,018,545
WWTP Capitalization Fees	5,629,801	140,676	1,562	5,768,915
WW Property Mgmt	60,668			60,668
Sanitation	(140,981)	332,652	302,309	(110,638)
Public Parking	(257,915)		3,572	(261,487)
Drainage	314,675	83,858	39,682	358,851
Wastewater Debt Service	1,013,563	1,494,121	1,493,280	1,014,404
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	211,435	203,411	211,435	203,411
LID Advance Payments	2,546			2,546
Police Retirement	1,413,569	16,771	25,207	1,405,133
Sales Tax	1,431	2,701	1,431	2,701
BID	181,073	9,629	31,049	159,653
Homeless Trust Fund	317	306	317	306
GRAND TOTAL	\$37,878,239	\$19,246,085	\$16,104,253	\$41,020,071

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
ELEVEN MONTHS ENDED
August 31, 2015

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 8/31/2015	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$225,227	\$204,453	91%
	Services/Supplies	11,800	9,114	77%
Administration	Personnel Services	245,263	208,159	85%
	Services/Supplies	49,620	54,018	109%
Finance	Personnel Services	642,985	581,537	90%
	Services/Supplies	92,760	90,220	97%
Municipal Services	Personnel Services	1,058,369	933,720	88%
	Services/Supplies	479,731	429,236	89%
	Capital Outlay	14,500	14,500	100%
Human Resources	Personnel Services	203,529	173,702	85%
	Services/Supplies	43,400	33,245	77%
Legal	Personnel Services	1,377,493	1,217,002	88%
	Services/Supplies	98,853	66,733	68%
Planning	Personnel Services	511,938	423,140	83%
	Services/Supplies	38,050	29,475	77%
Building Maintenance	Personnel Services	320,587	269,261	84%
	Services/Supplies	159,515	115,505	72%
	Capital Outlay			
Police	Personnel Services	10,161,453	8,944,718	88%
	Services/Supplies	913,287	966,281	106%
	Capital Outlay	141,720	376,533	266%
Fire	Personnel Services	7,846,872	6,792,315	87%
	Services/Supplies	418,836	305,158	73%
	Capital Outlay		4,006	
General Government	Services/Supplies	49,150	48,822	99%
	Capital Outlay		1,070,299	
Byrne Grant (Federal)	Personnel Services			
	Services/Supplies		13,182	
	Capital Outlay			
COPS Grant	Personnel Services	169,690		
CdA Drug Task Force	Services/Supplies	25,710	24,268	94%
	Capital Outlay		25,350	
Streets	Personnel Services	1,864,947	1,638,968	88%
	Services/Supplies	575,130	527,491	92%
	Capital Outlay	75,500	227,103	301%

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
ELEVEN MONTHS ENDED
August 31, 2015

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 8/31/2015	PERCENT EXPENDED
ADA Sidewalk Abatement	Personnel Services	226,757	194,542	86%
	Services/Supplies	38,900	19,326	50%
Engineering Services	Personnel Services	543,375	490,701	90%
	Services/Supplies	744,450	490,503	66%
	Capital Outlay			
Parks	Personnel Services	1,302,194	1,102,560	85%
	Services/Supplies	475,250	405,942	85%
	Capital Outlay	92,500	97,554	105%
Recreation	Personnel Services	627,711	503,025	80%
	Services/Supplies	142,130	119,846	84%
	Capital Outlay	26,500	57,110	216%
Building Inspection	Personnel Services	810,926	738,778	91%
	Services/Supplies	31,131	27,236	87%
Total General Fund		32,877,739	30,064,637	91%
Library	Personnel Services	1,077,761	958,862	89%
	Services/Supplies	189,350	164,885	87%
	Capital Outlay	120,000	101,891	85%
CDBG	Services/Supplies	359,966	193,517	54%
Cemetery	Personnel Services	145,526	145,291	100%
	Services/Supplies	98,664	68,246	69%
	Capital Outlay	40,000	39,585	99%
Impact Fees	Services/Supplies	194,956	177,385	91%
Annexation Fees	Services/Supplies	117,000	117,000	100%
Parks Capital Improvements	Capital Outlay	244,000	381,948	157%
Insurance	Services/Supplies	420,000	350,658	83%
Cemetery Perpetual Care	Services/Supplies	97,500	88,862	91%
Jewett House	Services/Supplies	67,089	46,134	69%
Reforestation	Services/Supplies	2,000	8,815	441%
Street Trees	Services/Supplies	65,000	43,550	67%
Community Canopy	Services/Supplies	1,500	2,361	157%
CdA Arts Commission	Services/Supplies	6,750	5,864	87%
Public Art Fund	Services/Supplies	210,600	99,339	47%
Total Special Revenue		3,457,662	2,994,193	87%
Debt Service Fund		1,249,015	1,281,483	103%

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
ELEVEN MONTHS ENDED
August 31, 2015

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 8/31/2015	PERCENT EXPENDED
Seltice Way Design	Capital Outlay	530,000	5,036	1%
Seltice Way Sidewalks	Capital Outlay		7,000	
Front Avenue Project	Capital Outlay		62,699	
Govt Way - Hanley to Prairie	Capital Outlay	2,300,000	2,346,724	102%
Levee Certification	Capital Outlay	362,500	254,321	70%
I-90 Curb Ramps	Capital Outlay	65,000		
15th Street	Capital Outlay		9,650	
Total Capital Projects Funds		3,257,500	2,685,430	82%
Street Lights	Services/Supplies	535,600	496,627	93%
Water	Personnel Services	1,844,726	1,640,826	89%
	Services/Supplies	4,196,929	1,241,157	30%
	Capital Outlay	2,284,300	1,444,925	63%
Water Capitalization Fees	Services/Supplies	700,000	483,467	69%
Wastewater	Personnel Services	2,440,897	2,147,718	88%
	Services/Supplies	6,527,764	2,059,374	32%
	Capital Outlay	3,714,470	2,428,218	65%
	Debt Service	2,026,641	2,026,641	100%
WW Capitalization	Services/Supplies	1,913,000		
Sanitation	Services/Supplies	3,560,334	3,383,425	95%
Public Parking	Services/Supplies	220,839	122,291	55%
	Capital Outlay			
Drainage	Personnel Services	133,179	95,226	72%
	Services/Supplies	610,930	264,199	43%
	Capital Outlay	435,000	449,983	103%
Total Enterprise Funds		31,144,609	18,284,077	59%
Kootenai County Solid Waste		2,200,000	1,938,831	88%
Police Retirement		183,920	152,702	83%
Business Improvement District		186,000	111,000	60%
Homeless Trust Fund		5,500	4,183	76%
Total Fiduciary Funds		2,575,420	2,206,716	86%
TOTALS:		\$74,561,945	\$57,516,536	77%