



# Coeur d'Alene

## CITY COUNCIL MEETING

*November 18, 2014*

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**MEMBERS OF THE CITY COUNCIL:**

**Steve Widmyer, Mayor**

**Councilmen Adams, Edinger, Evans, Gookin, McEvers, Miller**

# CONSENT CALENDAR

A CONTINUED MEETING OF THE  
COEUR D'ALENE CITY COUNCIL  
HELD IN THE  
LIBRARY COMMUNITY ROOM  
ON OCTOBER 30, 2014 AT 3:45 P.M.

The City Council of the City of Coeur d'Alene met in a continued session held in the Library Community Room on October 30, 2014 at 3:45 p.m. there being present upon roll call a quorum of the Council.

Steve Widmyer, Mayor

Kiki Miller	)	Members of City Council Present
Steve Adams	)	
Dan Gookin	)	
Ron Edinger	)	
Amy Evan	)	
Woody McEvers	)	arrived at 3:48 p.m.

**DEPARTMENT HEADS PRESENT:** Troy Tymesen, Interim City Administrator; Renata McLeod, Municipal Services Director/City Clerk; Melissa Tosi, Human Resource Director; Mike Gridley, City Attorney; Bette Ammon, Library Director; Kenny Gabriel, Fire Chief; Warren Wilson, Interim Planning Director, Tim Martin, Street Superintendent; and Lee White, Police Chief.

Mayor Widmyer stated that the purpose of the meeting was to provide an opportunity for the City Council to meet the candidates for City Administrator and for them to be able to ask job-related questions of each candidate.

Mayor Widmyer introduced Candidate James Hammond.

**DISCUSSION:** Councilmembers asked Mr. Hammond questions pertaining to current service as Executive Director of Panhandle Area Council, management philosophy, customer service, transparency, Urban Renewal, franchise fees, the top three challenges for the City, and his service as a Senator.

Mr. Hammond provided a brief outline of his professional history including service as a State Representative, Senator, City Administrator of the City of Post Falls, and recently Executive Director of Panhandle Area Council (PAC). He felt that it would be a great opportunity to serve as the City Administrator for the City of Coeur d'Alene. He stated that there are significant challenges at PAC with Federal regulations and he had initially accepted a six month term as Executive Director. He believes that in the future PAC will need someone with grant management and federal fund background. He has been working in government most of his professional life and it is what he knows and enjoys. His management philosophy is getting to know people, he will spend time in all departments and in the field. He believes in a strict line of

accountability, with department heads setting goals and timelines for meeting those goals. He believes that government customer service should be no different than any other business, which should be to do its best to serve the citizens. He believes that it is easy to be transparent and that most of the public is forgiving if you are willing to own up to your mistakes. He did carry urban renewal bills while in the senate to preserve the core of urban renewal and believes it is within the local government rights to control its rights-of-way and companies should pay for the access. He believes that the top three challenges are difficult as it appears the McEuen Park issue has settled and with Coeur d'Alene being the biggest city in the county incidents like Arfee are bound to be a challenge. In that case he would have pulled together the person that felt harmed to get resolution sooner rather than it being played out in the media. The Hitching Post also seems to have subsided; however, he would have brought the parties together face-to-face and discuss the issue. He would keep the Mayor and City Council informed of issues within the community and how they could resolve the issues. He tries to maintain a close relationship to Mayor and Council and believes in loyalty. With his experience as an elected official he knows what it is like to have public perception. He clarified that his leadership style is calm, reasoned, and he is able to focus on solutions.

**RECESS:** The Mayor called for a 5 minute recess at 4:11 p.m. The meeting resumed at 4:21 p.m.

Mayor Widmyer introduced Candidate Mark Mitton.

**DISCUSSION:** Councilmembers asked candidate Mark Mitton questions pertaining to management philosophy, customer service, urban renewal, relationship with legislators, why he would want the job, the top three challenges for the City, and relationships with Mayor and Council.

Mr. Mitton provided a brief summary of work history including the fact that he has worked in both city and county positions throughout Utah, Oregon, California, and Idaho. He stated that he believes in collaborative management as he does not have all the answers and believes more input is better than solutions from just a few. He believes that local government is all about customer service. He stated that the Disney Corporation even says the customer is not always right, but they can not be right with dignity. He created the Burley Urban Renewal District, which has installed infrastructure to bring businesses in and create jobs. He always tries to be conservative with use of the urban renewal funds and looks for family-owned businesses that bring living wages. He has a great relationship with many people in the state legislature, and is there two or three times a year. He stated that Coeur d'Alene is a wonderful place that is recognized nationally and he wants to work with good people. While he is unsure about Coeur d'Alene's specific challenges most cities have challenges with funding library's, street funding and replacement of infrastructure, and sustainability of the environment and financial stability. He stated that he is politically conservative which allows him to see both sides of an issue and is business friendly and has worked with developers with flexibility and innovation. He stated that he really likes Coeur d'Alene and believes it would be a great place to work and looks forward to new challenges. He clarified that he would take direction from the City Council regarding budget priorities and would communicate with everyone equally and professionally.

**RECESS: Motion** by Gookin, seconded by Edinger that, there being no further business before the Council, this meeting be adjourned. **Motion carried.**

The meeting adjourned at 4:39 p.m.

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Steve Widmyer, Mayor

ATTEST:

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Renata McLeod, City Clerk

draft

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

November 4, 2014

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 November 4, 2014 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

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

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

**INVOCATION:** Administrative Pastor John Lynn from Heart of the City Church provided the invocation.

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

**PUBLIC COMMENTS:**

Kathy Kinsel, Coeur d'Alene, stated that is concerned about pedestrian safety on 7<sup>th</sup> Street from Lakeside to Harrison Avenues. Specifically, she is concerned with the intersection at Foster Avenue due to emergency service personnel and large amounts of traffic. She requested the Council make it a priority to address 7<sup>th</sup> Street traffic and preserve the neighborhood. Councilmember Gookin stated that he is on a committee charged to look at traffic calming devices within the City and will be looking at options throughout the community and funding options.

John Tappero, Coeur d'Alene, stated that the City's anti-discrimination ordinance is a violation of the state constitution as it exempts only ministers and not those with religious beliefs that are in opposition of the Ordinance. He agrees that this should be resolved at a higher level and asked the council to rescind the Ordinance.

**CONSENT CALENDAR:** **Motion** by McEvers, seconded by Edinger to approve the consent calendar.

1. Approval of Council Minutes for October 21, and 28, 2014.
2. Approval of Bills as Submitted.

3. Setting of General Services and Public Works Committees meetings for November 10, 2014 at 12:00 noon and 4:00 p.m. respectively.
4. Setting of a public hearing for December 2, 2014 for the Adoption of the 2012 International Residential Code, 2012 International Energy Code, 2012 International Mechanical Code, and 2012 International Fuel Gas Code.

**As recommended by the Building Services Director**

5. Approval of a Beer and Wine License for Mc Staggers, LLC; David Priano, located at 318 W. Haycraft Avenue (New).
6. Approval of **Resolution No. 14-046** 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 THE WAIVER OF COVERED LOAD REGULATIONS FROM NOVEMBER 1<sup>ST</sup> THROUGH THE 30<sup>TH</sup> FOR THE ANNUAL CITY LEAF PICK UP; APPROVING THE ANNUAL DOWNTOWN CARRIAGE RIDES ON SATURDAYS NOVEMBER 29, 2014 THROUGH DECEMBER 20, 2014 FROM 1:00 P.M. TO 5:00P.M.; APPROVING SS-7-14, RIVERSTONE WEST SILVER: FINAL PLAT, SUBDIVISION AGREEMENT, AND SECURITY; APPROVING THE SURPLUS OF A 1986 BRUSH TRUCK TO ELK RIVER VOLUNTEER FIRE DEPARTMENT; APPROVING AN AMENDMENT TO THE AGREEMENT WITH XO COMMUNICATIONS; APPROVING A CONTRACT WITH TRIO CONSTRUCTION FOR THE EAST TUBBS HILL ACCESSIBLE TRAIL PROJECT; APPROVING AN AGREEMENT WITH WELCH-COMER & ASSOCIATES, INC. FOR THE BELLE TERRA TUNNEL ENGINEERING STUDY; AND APPROVING AN AGREEMENT WITH ROWAND MACHINERY FOR LEASE OF A GRADER.

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

**COUNCIL ANNOUNCEMENTS:**

Councilmember Edinger reminded citizens to get out and vote tonight.

Councilmember McEvers stated that last Friday the city held Power Point training for staff. He thanked Andy Finney for providing the training and Jeff Crowe for his support.

**MAYOR ANNOUNCEMENTS:** Stated that Wayne Knutson was a very vital part of the community over the years and expressed his condolences to the family for their loss.

Mayor Widmyer asked for the confirmation of the appointments of Woody McEvers, Mark Browning, Bruce Hathaway, and Clare Dumont as the Student Representative, to the CDA TV Committee.

**MOTION:** Motion by Gookin, seconded by Evans to appoint Woody McEvers, Mark Browning, Bruce Hathaway, as committee members, and Clare Dumont as the Student Representative, to the CDA TV Committee. **Motion carried.**

**ADMINISTRATOR'S REPORT:** Interim City Administrator Troy Tymesen shared that the Police and Fire Department personnel joined in on the Halloween spirit downtown and passed out treats to hundreds of little ones dressed up in every costume imaginable. The city's Parks and Recreation Department has completed a month-long \$35,000 renovation project at the Jewett House. Work at the historic senior recreation center on East Lakeshore Drive included widening the driveway to accommodate emergency vehicles and senior center vans, painting of all the interior of the first floor and restoration of the wood flooring on the first and second floors and stairway. A new heating system was also installed and the greenhouse was painted by sorority members from Washington State University with supplies provided by the city's Water Department. An anonymous \$50,000 donation provided funding for the \$35,000 in upgrades. The remaining \$15,000 will be used for future upkeep, including exterior painting. Pictured is Marla Lake, Jewett House Manager. He announced the selection of Hilary Anderson as the City's new community planning director. Ms. Anderson, currently the planning and economic development manager for the City of Post Falls, will assume her new position on November 24. For the past three years Hilary has performed professional and advanced planning work involving administration, advanced research and analysis, and presentation of information and recommendations of long-range planning and economic development issues in Post Falls. Mr. Tymesen announced that the annual leaf pickup will begin November 12<sup>th</sup> and that citizens can begin placing their leaves in the street. This program will aid in over 1,700 tons of leaves being removed, which prevent phosphorous from entering the lake. The holiday season is approaching bringing wonderful events and memories for our community members. Sadly, some in our community do not have the basic necessities, let alone the opportunity to feel the joy of Christmas. This year, as in year's past, officers from the Coeur d'Alene Police Department, Post Falls Police Department, Kootenai County Sheriff's office, Coeur d'Alene Tribal Police, Kootenai County fire & Rescue, Rathdrum Police Department, Spirit Lake Police Department, Idaho State Police, Spokane County Sheriff's Department, Spokane Valley Police, and numerous employee volunteers are proud to join together and participate in the "Holidays and Heroes" program. Police officers and firefighters volunteer their time to make this event special and are happy to work in partnership with businesses, civic groups, and citizens in the surrounding area to make a disadvantaged child's Christmas a little bit brighter. Holidays and Heroes is now accepting cash donations and food items that can be dropped off at the participating law enforcement agencies. The City has an opening for a student representative on the City of Coeur d'Alene Parking Commission. Nearly 12 years ago, the Coeur d'Alene City Council passed an ordinance allowing youth representation on City Commissions, Boards, and Committees. Service on these boards gives students an unprecedented opportunity to learn about city government, special projects, and community needs. If you are interested in serving as a student representation, please call Amy Ferguson at 666-5754 for an application form. Several events will be held at the Library during the month of November including the showing of teen movie "Maleficent," Novel Destination programs, a personal finance course, and the NIC Film Club. For more information visit the library website at [cdalibrary.org](http://cdalibrary.org) or call 769-2315. Members of the Idaho City Clerks, Treasurers and Finance Officers Association (ICCTFOA) elected Renata McLeod, City Clerk for the City of Coeur d'Alene, as their new District 1 Director for 2014-15. McLeod was elected and took the oath of office on September 19th during the ICCTFOA Institute in Boise. The ICCTFOA was formed to increase the professionalism of its members; improve city administration; advance the fullest measure of responsibility in local government; and to cooperate with federal, state and local agencies, the Association of Idaho Cities, Idaho



universities, and other organizations to upgrade the efficiency of city government. There is a new question on CityPoll: "Do you take advantage of free city leaf pickup?" Each month, a CityPoll question is posed on the city's website so the city can learn how the community feels about a particular issue. Responses will be reviewed by city staff and changes will be used in leadership strategic planning as guidance to assure we are offering the best possible services to our citizens. Additionally, Coeur d'Alene Mayor Steve Widmyer has established a direct telephone line for callers to leave a comment, idea or concern. To leave a message 24/7 with the mayor, call 769-2220, extension 503, or visit the city's website and click on the icon shown on the screen.

#### **RESOLUTION NO. 14-047**

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO APPROVING AN AGREEMENT WITH INTERMAX NETWORKS FOR INTERNET SERVICES TO ALL CITY DEPARTMENTS.

**STAFF REPORT:** IT Network Administrator Kirk Johnson explained that this contract will be a savings from the current expenditure of \$950 a month to \$220 a month. He mentioned that Intermax has a line within McEuen Park and presented a cost that will provide the City with substantial savings.

**DISCUSSION:** Councilmember Gookin asked for clarification regarding the City-owned fiber connecting into a private provider and how Intermax was able to get into the park. Mr. Johnson explained that Fat Beam and Idaho Regional Optical Networks are the only other providers that have fiber that could be utilized. They have a local loop fee and did provide a quote for services. The best quote came from Intermax and he confirmed that this is a fiber-to-fiber connection. Mr. Johnson also explained that the Intermax fiber in McEuen came in as a donation and was accepted by the City council on June 3, 2014.

**MOTION:** Motion by Gookin, seconded by Miller to approve **Resolution No. 14-047** approving an Agreement with Intermax Networks for Internet Services to all city departments.

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

#### **PRESENTATION: POLICE DEPARTMENT STAFFING NEEDS AND FUNDING SOURCES**

Mr. Tymesen and Police Chief White reiterated that the Police Department did not receive the anticipated Federal grant that would have funded three patrol positions. Chief White stated that Police staffing is determined by the number of calls for service, crime rates, and population size. Chief White explained that adequate staffing would allow for officers to use their time for calls for service, officer initiated activities, and administrative tasks. Recent data reflected that officers spent as much as 94% of their times on calls for service. He reported that this evening there were three calls that needed immediate officer assistance, in which a Patrol Sergeant and Lieutenant had to respond to the domestic violence call and the other two calls had to wait. He

stated that the Police Department would need to hire at least 12 officers to meet the minimum standard of offenses per officer. Chief White provided a review of crime rates compared throughout the state with Coeur d'Alene. He reviewed several options for reducing the need for immediate service such as educating the public regarding reducing calls for service, internet report filing, and establishing a minimum staffing level. Mr. Tymesen reviewed the expected grant amount, and clarified that the City is seeking to fill \$118,110 for the remainder of the fiscal year in order to hire three officers. He explained that there is an expected savings from PERSI through the Firefighter Retirement Fund (FRF). Since they have had such a high return on investment and the cities throughout the state have replenished the fund, the PERSI contribution rate will be 5% effective January 1, 2015. This will be a cost savings to the City of \$431,342 annually. Therefore, he is recommending use of the FRF contribution savings toward the cost of the new officers.

**DISCUSSION:** Councilmember McEvers asked for clarification regarding responding to pending calls being delayed and utilizing Sergeants and Lieutenants to respond. Chief White stated that the supervisors have to perform the management function rather than acting as higher paid patrol officers. Councilmember McEvers asked how volunteers are utilized to fill the gaps in service. Chief White explained that the volunteers provide an enormous resource and would like to increase the number of volunteers. Councilmember Miller asked for clarification regarding the two review groups mentioned regarding call levels and staffing. Chief White explained that they are committees that include representatives of the police association and supervisors. These groups will look at current and historical data to determine the critical number of officers needed for any shift any day of the week. For example, they will review the needs of dayshift in February versus July, Monday nights versus Friday nights, and make recommendations. Councilmember Edinger asked how many officers are needed. Chief White stated that 16 Officers would be needed, as he believes there will be additional efforts to reduce crime and that number should be reevaluated annually.

Councilmember Gookin asked if any other departments are looking to spend those funds. Mr. Tymesen stated that the Fire Department would be looking to use those funds. He confirmed that the public safety bond will include the construction of Fire Station No. 4 and that the FRF was intended to fund Firefighters. Councilmember Evans asked if there were any other options. Mr. Tymesen clarified that there are no other income streams expected. Councilmember Adams asked what the current Fund Balance is and why couldn't it be used to fund the patrol positions. Mr. Tymesen stated that it is approximately \$6 Million, and that next year those funds will be used to pay the ongoing expenses of these officers. Additionally, the Fund Balance will be used for the purchase of railroad right-of-way acquisition that was not in the original financial plan. Councilmember Adams stated that the question for Council is whether or not they should put property purchases over public safety. Mayor Widmyer clarified that the land will be a short-term loan from the utilities that will be paid back with annexation fees over time. He clarified that this is a short-term need and that the expense reduction is available to aid in funding these officers. The longer term need is to plan for Fire Station No. 4 and reiterated that at this year's strategic planning meeting, public safety was a priority. Councilmember Gookin stated LCDC does impact the city budget by approximately \$3 Million dollars a year, which would be able to fund officers. He offered to meet with the Mayor and Mr. Tymesen to seek additional items to come up with funding for these officers. Mayor Widmyer stated that Mr. Tymesen has come up

with a plan that would work and it would be good to act on a plan tonight. Councilmember Gookin asked Fire Chief Gabriel for his ideas for potential funding of officers. Chief Gabriel stated that quite a few years ago they were able to see an increase in capital through their General Obligation Bond. Receiving the bond eliminated the need to go to the General Fund and was done knowing that they would come back for another bond in 10 years. Since that time they have increased their funding from Impact Fees and planned to utilize FRF savings for staffing of Station No. 4. Mayor Widmyer asked when Station 4 would be online. Chief Gabriel stated that it would be approximately 2 years and confirmed that there would be an impact down the road to potential Station 4 staffing. Mayor Widmyer stated that future expenses and revenues are unknown and that there is a potential for another decrease in the FRF participation.

**MOTION:** Motion by Adams, seconded by Gookin to use the savings from the FRF contribution decrease to hire the three officers this fiscal year. **Motion carried.**

**DISCUSSION:** Councilmember McEvers asked if the City has ever used grant funding in the budget before. Mr. Tymesen clarified that the City does and often includes the match for grants in the budget. Councilmember Edinger stated that he believes taking this money from planned future Fire Department needs will need to be made up when Fire Station No. 4 staffing is needed. Councilmember Gookin stated that when the time comes he will support the staffing needs for Station No. 4.

#### **NOMINATION OF APPOINTMENT OF CITY ADMINISTRATOR JAMES HAMMOND**

Mayor Widmyer gave his nomination for filling the City Administrator position as James Hammond and asked for a motion of confirmation from the City Council.

**MOTION:** Motion by Edinger, seconded by McEvers to confirm the appointment James Hammond as the City Administrator. **Motion carried.**

**DISCUSSION:** Edinger and Mayor Widmyer thanked Interim City Administrator Troy Tymesen. Mayor Widmyer welcomed Mr. Hammond to the City.

**EXECUTIVE SESSION:** Motion by Gookin, seconded by Edinger to enter into Executive Session as provided by Idaho Code 67-2345 § (c) to conduct deliberations concerning labor negotiations or to acquire an interest in real property which is not owned by a public agency and § (f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.

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

The City Council entered into Executive Session at 7:10 p.m. Those present were the Mayor, City Council, Interim City Administrator, and City Attorney. Council returned to regular session at 8:22 p.m.

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

The meeting adjourned at 8:22 p.m.

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Steve Widmyer, Mayor

ATTEST:

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Renata McLeod, City Clerk

DRAFT

DATE: NOVEMBER 13, 2014  
TO: MAYOR AND CITY COUNCIL  
FROM: PLANNING DEPARTMENT  
RE: SETTING OF PUBLIC HEARING DATE: DECEMBER 16, 2014

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Mayor Widmyer,

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

<u>ITEM NO.</u>	<u>REQUEST</u>	<u>COMMISSION ACTION</u>	<u>COMMENT</u>
ZC-4-14	Zone change from C-17 to R-3 Applicant: RYEIG, LLLP Location: 3201 Huetter Road	Recommended approval	Quasi-Judicial

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **DECEMBER 16, 2014.**

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kathy Lewis 9/18/14  
Department Name / Employee Name / Date  
Request made by: Joseph Michael Owen III 208 262-9283  
Name / Phone  
PO Box 92 Post Falls, ID 83877  
Address

The request is for: / / Repurchase of Lot(s)  
/X/ Transfer of Lot(s) from Luelle Owen-Huston to Rande Curtis Owen  
Niche(s): \_\_\_\_\_  
Lot(s): 418, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_. Block: C Section: Riverview  
Lot(s) are located in / / Forest Cemetery /X/ Forest Cemetery Annex (Riverview).  
Copy of / / Deed or /X/ Certificate of Sale must be attached.  
Person making request is / / Owner /X/ Executor\* / / Other\* \_\_\_\_\_  
\*If "executor" or "other", affidaviats of authorization must be attached.  
Title transfer fee (\$ 40.00) attached\*\*.  
\*\*Request will not be processed without receipt of fee. Cashier Receipt No.: 737153

**ACCOUNTING DEPARTMENT** Shall complete the following:  
Attach copy of original contract.  
Yonna J. Jensen  
Accountant Signature

**CEMETERY SUPERVISOR** shall complete the following:  
1. The above-referenced Lot(s) is/are certified to be vacant: / / Yes / / No  
2. The owner of record of the Lot(s) in the Cemtery Book of Deeds is listed as:  
Luelle Owen-Huston  
3. The purchase price of the Lot(s) when sold to the owner of record was \$ 500.00 per lot.  
[Signature] 11/5/14  
Supervisor's Init. Date

**LEGAL/RECORDS** shall complete the following:  
1. Quit Claim Deed(s) received: / / Yes / / No. [Signature]  
Person making request is authorized to execute the claim: [Signature] 11-5-14  
Attorney Init. Date

I certify that all requirements for the transfer/sale/repurchase of cemetery lot(s) have been met and recommend that that transaction be completed.  
[Signature] 11/6/14  
City Clerk's Signature Date

**COUNCIL ACTION**  
Council approved transfer/sale/repurchase of above-referenced Lot(s) in regular session on: \_\_\_\_\_  
Mo./ Day /Yr.

**CEMETERY SUPERVISOR** shall complete the following:  
Change of ownership noted/recorded in the Book of Deeds: / / Yes / / No  
Cemetery copy filed / /; original and support documents returned to City Clerk / /  
\_\_\_\_\_  
Cemetery Supervisor's Signature Date

Distribution: Original to City Clerk  
Yellow copy Finance Dept.  
Pink copy to Cemetery Dept.

RESOLUTION NO. 14-048

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVAL OF S-2-14, CIRCUIT AT SELTICE, ACCEPTANCE OF INSTALLED IMPROVEMENTS, MAINTENANCE /WARRANTY AGREEMENT AND MAINTENANCE SECURITY; APPROVAL OF S-4-14, RIVIERA WALK, FINAL PLAT, ACCEPTANCE OF INSTALLED IMPROVEMENTS, MAINTENANCE / WARRANTY AGREEMENT AND MAINTENANCE SECURITY; APPROVAL OF AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES WITH J-U-B ENGINEERS, INC. FOR THE 2014 / 2015 WASTEWATER COLLECTION SYSTEM CAPITAL IMPROVEMENT PROJECT; APPROVAL OF AN AGREEMENT FOR PROFESSIONAL SERVICES FOR THE 2015 TECHNICAL SUPPORT FOR TOXICS MANAGEMENT PLAN WITH HDR ENGINEERING; APPROVAL OF THE PURCHASE OF SIX (6) REPLACEMENT VEHICLES FOR THE PATROL DIVISION.

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 E" and by reference made a part hereof as summarized as follows:

- A) Approval of S-2-14, Circuit at Seltice, Acceptance of Installed Improvements, Maintenance /Warranty Agreement and Maintenance Security;
- B) Approval of S-4-14, Riviera Walk, Final Plat, Acceptance of Installed Improvements, Maintenance / Warranty Agreement and Maintenance Security;
- C) Approval of an Agreement for Professional Engineering Services with J-U-B Engineers, Inc. for the 2014 / 2015 Wastewater Collection System Capital Improvement Project;
- D) Approval of an Agreement for Professional Services for the 2015 Technical Support for Toxics Management Plan with HDR Engineering;
- E) Approval of the purchase of six (6) replacement vehicles for the Patrol Division;

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 E" 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 18<sup>th</sup> day of November, 2014.

\_\_\_\_\_  
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 COUNCIL  
STAFF REPORT**

**DATE:** November 18, 2014  
**FROM:** Christopher H. Bates, Engineering Project Manager   
**SUBJECT:** **Circuit on Seltice Subdivision: Acceptance of Improvements, Maintenance/Warranty Agreement and Security Approval**

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**DECISION POINT**

Staff is requesting the following:

1. Acceptance of the installed public infrastructure improvements for the Circuit on Seltice subdivision.
2. Approval of the Maintenance/Warranty Agreement and security.

**HISTORY**

- a. Applicant: Dennis Cunningham  
Active West, LLC  
424 E. Sherman Avenue  
Coeur d'Alene, ID 83814
- b. Location: North side of Seltice Way, +/- 200' east of Atlas Road.
- c. Previous Action:
  1. Final plat of Circuit on Seltice – September 2014.

**PERFORMANCE ANALYSIS**

The developer previously received final plat approval and is now requesting the acceptance of the installed public infrastructure (i.e.: road & utility improvements), and, the responsible City departments have approved the installations and found them ready to accept. Acceptance of the installed improvements will allow the issuance of all available building permits (39) for this development. The City maintenance will be required to start after the one (1) year warranty period expires on November 18, 2015.

**FINANCIAL ANALYSIS**

The developer has installed the required improvements and is required to enter into a Maintenance/Warranty Agreement, and, install a warranty bond (10% of public infrastructure installation cost) to cover any maintenance issues that may arise during the one (1) year warranty period that will commence upon this approval. The required security amounts to \$15,930.00.

**DECISION POINT RECOMMENDATION**

1. Accept the installed public infrastructure improvements.
2. Approve the Maintenance/Warranty agreement and accompanying security.

AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK  
Circuit at Seltice Subdivision

THIS AGREEMENT made this \_\_\_\_ day of November, 2014, between Active West, LLC, whose address is 424 Sherman Avenue, Coeur d'Alene, with Dennis Cunningham, Single Member, 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, hereinafter referred to as the "**City**";

WHEREAS, the City has approved the final subdivision plat of Circuit at Seltice, a thirty nine (39) lot, residential development in Coeur d'Alene, situated in the Southwest ¼ of Section 3, Township 50 North, Range 4 West, B.M., Kootenai County, Idaho; and

WHEREAS, the Developer completed the installation of certain public improvements in the noted subdivision as required by Title 16 of the Coeur d'Alene Municipal Code and is required to warrant and maintain the improvements for one year; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to maintain and warrant for a period of one year from the approval date of this agreement, the public improvements as shown on the construction plans entitled "The Circuit @ Seltice", signed and stamped by Jerry A. Sinclair, PE, # 5097, dated April 4, 2014, including but not limited to: sanitary sewer system and appurtenances, potable water system and appurtenances, stormwater drainage swales, drywells and appurtenances, multi-use path, and, monumentation as required under Title 16 of the Coeur d'Alene Municipal Code.

The Developer herewith delivers to the City, security in a form acceptable to the City, for the amount of Fifteen Thousand Nine Hundred Thirty and 00/100 Dollars (\$15,930.00) securing the obligation of the Developer to maintain and warrant the public subdivision improvements referred to herein. The security shall not be released until the 18<sup>th</sup> day of November, 2015. The City Inspector will conduct a final inspection prior to the release of the security to verify that all installed improvements are undamaged and free from defect. In the event that the improvements made by the Developer were not maintained or became defective during the period set forth above, the City may demand the funds represented by the security and use the proceeds to complete maintenance or repair of the improvements thereof. The Developer further agrees to be responsible for all costs of warranting and maintaining said improvements above the amount of the security given.

Owner's Reimbursement to the City: The Parties further agree that the City has utilized substantial staff time to prepare this agreement, which will benefit the Owner. 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 seal the day and year first above written.


**City of Coeur d'Alene**

\_\_\_\_\_  
Steve Widmyer, Mayor

ATTEST

\_\_\_\_\_  
Renata McLeod, City Clerk

**Active West, LLC**

  
\_\_\_\_\_  
Dennis Cunningham, Single Member

Maintenance/Warranty Agr. re: Res.# 14-\_\_\_\_\_



INTERNATIONAL BANKING

November 10, 2014

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

Advised Through:  
Direct

Reference: Standby Letter of Credit No. 604-854  
Amount: USD21,825.00  
Account: Active West, LLC  
Issued Date: August 26, 2014  
Expiry: September 10, 2015

Amendment No: 2

The above referenced Letter of Credit has been amended as follows:

1. This letter of credit is decreased by USD5,895.00 to a new balance of USD15,930.00
2. The expiration date is extended to November 19, 2015
3. Change the issuing bank and place of presentation to:  
Columbia State Bank  
Attn: International Department – MS6400  
1301 A Street, First Floor  
Tacoma, WA. 98402

All other terms and conditions remain unchanged.

This amendment must be accepted in whole and not in part.

Columbia State Bank

Kathy Peterman  
Senior Vice President and Manager  
International Banking

WE HEREBY ACKNOWLEDGE ACCEPTANCE OF THIS AMENDMENT.

Active West LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

1301 A Street • First Floor • MS-6400 • Tacoma, Washington 98402  
(253) 305-0816 Fax (253) 272-0105 SWIFT: COLBUS66



## Advanced Technology Surveying & Engineering

P.O. Box 3457 Hayden, Idaho 83835  
PH. (208) 772-2745 Fax. (208) 762-7731

### WARRANTY BOND ESTIMATES

#### CIRCUIT AT SELTICE

October 21, 2014

#### WATER SYSTEM

8" Water Main	26,000.00	
Fire Hydrant	9,400.00	
Water Services	47,931.00	
Tie to Existing Water	6,100.00	
Blow Off	1,000.00	
<b>TOTAL</b>		<b>\$90,431.00</b>

#### SEWER SYSTEM

Sewer Services	23,400.00	
8" Install San. Sewer	22,400.00	
Sewer Manholes	14,100.00	
<b>TOTAL</b>		<b>\$59,900.00</b>

#### PATH IMPROVEMENTS

Asphalt Path 2-inch thick	9,000.00	
<b>TOTAL</b>		<b>\$9,000.00</b>

**TOTAL** **\$159,331.00**

PROFESSIONAL ENGINEER  
REGISTERED  
5097  
STATE OF IDAHO  
JERRY A. SINCLAIR  
10-21-14

**CITY COUNCIL  
STAFF REPORT**

**DATE:** November 18, 2014  
**FROM:** Christopher H. Bates, Engineering Project Manager   
**SUBJECT:** **Riviera Walk: Final Plat Approval, Acceptance of Improvements, Maintenance/Warranty Agreement and Security Approval**

---

**DECISION POINT**

Staff is requesting the following:

1. Approval of the final plat document, a twenty four (24) lot residential development.
2. Acceptance of the installed public infrastructure improvements.
3. Approval of the Maintenance/Warranty Agreement and security for the noted development.

**HISTORY**

- a. Applicant: Dennis E. Cunningham II  
Active West, LLC  
PO Box 3398  
Coeur d'Alene, ID 83816-3398
- b. Location: John Loop Road in the Riverstone area.
- c. Previous Action:
  1. Preliminary plat approval, March 2014.

**PERFORMANCE ANALYSIS**

The developer has completed final plat document, and, all of the necessary infrastructure that is required for final approval. Approval of the plat document and acceptance of the installed infrastructure, will allow for the sale and development of all of the lots with in the subdivision. The installation of the Maintenance/Warranty Agreement with the developer states that he will maintain the installed public improvements against all defect for the one year warranty period, after which the City will assume all maintenance duties.

**FINANCIAL ANALYSIS**

The developer has installed the required improvements and is required to enter into a Maintenance/Warranty Agreement, and, install a warranty bond (10% of public infrastructure installation cost) to cover any maintenance issues that may arise during the one (1) year warranty period that will commence upon this approval. The required security amounts to \$12,470.00.

**DECISION POINT RECOMMENDATION**

1. Approve the final plat document.
2. Accept the installed public infrastructure.
3. Approve the Maintenance/Warranty Agreement and furnished security.

AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK  
Riviera Walk Subdivision

THIS AGREEMENT made this \_\_\_\_ day of November, 2014, between Active West, LLC, whose address is 424 Sherman Avenue, Coeur d'Alene, with Dennis Cunningham, Single Member, 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, hereinafter referred to as the "**City**";

WHEREAS, the City has approved the final subdivision plat of Riviera Walk, a twenty four (24) lot, residential development in Coeur d'Alene, situated in the Northeast ¼ of Section 10, Township 50 North, Range 4 West, B.M., Kootenai County, Idaho; and

WHEREAS, the Developer completed the installation of certain public improvements in the noted subdivision as required by Title 16 of the Coeur d'Alene Municipal Code and is required to warrant and maintain the improvements for one year; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to maintain and warrant for a period of one year from the approval date of this agreement, the public improvements as shown on the construction plans entitled "Riviera Walk", signed and stamped by Jerry A. Sinclair, PE, # 5097, dated May 16, 2014, including but not limited to: sanitary sewer system and appurtenances, potable water system and appurtenances, stormwater drainage swales, drywells and appurtenances, and, monumentation as required under Title 16 of the Coeur d'Alene Municipal Code.

The Developer herewith delivers to the City, security in a form acceptable to the City, for the amount of Twelve Thousand Four Hundred Seventy and 00/100 Dollars (\$12,470.00) securing the obligation of the Developer to maintain and warrant the public subdivision improvements referred to herein. The security shall not be released until the 18<sup>th</sup> day of November, 2015. The City Inspector will conduct a final inspection prior to the release of the security to verify that all installed improvements are undamaged and free from defect. In the event that the improvements made by the Developer were not maintained or became defective during the period set forth above, the City may demand the funds represented by the security and use the proceeds to complete maintenance or repair of the improvements thereof. The Developer further agrees to be responsible for all costs of warranting and maintaining said improvements above the amount of the security given.

Owner's Reimbursement to the City: The Parties further agree that the City has utilized substantial staff time to prepare this agreement, which will benefit the Owner. 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 seal the day and year first above written.

**City of Coeur d'Alene**

\_\_\_\_\_  
Steve Widmyer, Mayor

ATTEST

\_\_\_\_\_  
Renata McLeod, City Clerk

**Active West, LLC**

\_\_\_\_\_  
Dennis Cunningham, Single Member

Maintenance/Warranty Agr. re: Res.# 14-\_\_\_\_\_



**Advanced Technology  
Surveying & Engineering**

P.O. Box 3457 Hayden, Idaho 83835  
PH. (208) 772-2745 Fax. (208) 762-7731

**WARRANTY BOND ESTIMATES  
RIVIERA WALK AT RIVERSTONE**

October 30, 2014

**WATER SYSTEM**

8" Water Main	880 LF@ 25.00	22,000.00
Fire Hydrant	2@4500	9,000.00
Water Services	23@1700	39,100.00

**TOTAL** **\$70,100.00**

**SEWER SYSTEM**

4" Sewer Services	23@800	18,400.00
8" Install San. Sewer	728LF@25.	18,200.00
Sewer Manholes	6@3000	18,000.00

**TOTAL** **\$54,600.00**

**TOTAL** **\$124,700.00**

**PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** November 10, 2014  
**FROM:** Mike Becker, Wastewater Utility Project Manager  
**SUBJECT:** Agreement for Professional Engineering Services with J-U-B Engineers, Inc.

=====

**DECISION POINT:**

The Council is requested to authorize staff to sign an agreement with J-U-B Engineers, Inc. 7825 Meadowlark Way, Coeur d'Alene, ID 83815, for professional engineering services for the 2014/2015 Wastewater Collection System Capital Improvement Projects (CIP) at a cost of \$201,800.00 with additional services to be determined as field data substantiates.

**HISTORY:**

Each year and in conformance to the Wastewater Collection System Master Plan, the Wastewater Utility (WW) budgets and prioritizes replacement or rehabilitation of the City's aging sewer infrastructure. This requires the services from a Consultant and in 2013; the WW solicited proposals (RFP) from local firms. J-U-B Engineers, Inc. received the highest proposal score and was selected to assist the WW in last year's CIP Projects. FY 2014/15 is a continuation of services stemming from the same RFP.

While we still have suitable weather, staff immediately began detailing an expanded scope of work and negotiating a professional services agreement with J-U-B Engineers, Inc. This year, the scope of work has increased with the structural deterioration of an extra deep manhole over two major interceptors. A copy of the Professional Agreement with J-U-B is accompanying this report.

**FINANCIAL ANALYSIS:**

2014/2015 CIP Tasks:

Trenchless Rehabilitation Projects (CIPP)	-	-	-	-	-	-	-	-	-	-	\$51,500.00
Open Trench Replacement Projects	-	-	-	-	-	-	-	-	-	-	\$33,200.00
Inflow Identification & Reduction	-	-	-	-	-	-	-	-	-	-	\$25,000.00
Capital Improvement Project (CIP RR.1)	-	-	-	-	-	-	-	-	-	-	\$82,100.00
Reserve Management Fund	-	-	-	-	-	-	-	-	-	-	<u>\$10,000.00</u>
										<b>Total</b>	<b>\$201,800.00</b>

Presently, the WW has budgeted \$1.5 M for completing the aforementioned CIP tasks.

**PERFORMANCE ANALYSIS:**

Since 2008, J-U-B has historically demonstrated their commitment and responsiveness to the City and has successfully performed the above tasks to WW's satisfaction.

**RECOMMENDATION:**

The Council may wish to authorize staff to sign an agreement with J-U-B Engineers, Inc. for professional engineering services for tasks associated with the 2014/2015 Wastewater Collection System Capital Improvement Projects at a cost of \$201,800.00.



**AGREEMENT**

**for**

**PROFESSIONAL SERVICES**

**between**

**CITY OF COEUR D'ALENE**

**and**

**J-U-B ENGINEERS, INC**

**for**

**CITY OF COEUR D'ALENE WASTEWATER UTILITY  
2014/2015 WASTEWATER COLLECTION SYSTEM CAPITAL IMPROVEMENT  
PROJECTS**

THIS AGREEMENT, made and entered into this 18<sup>th</sup> day of November, 2014 between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "City," and **J-U-B ENGINEERS, INC.**, an Idaho corporation, with its principal place of business at 7825 Meadowlark Way, Coeur d'Alene, ID 83815, hereinafter referred to as the "Consultant."

**W I T N E S S E T H:**

WHEREAS, The City has collection system projects scheduled for Fiscal Year 2014/2015 summarized as follows:

- Trenchless Rehabilitation Projects (CIPP)
- Open Trench Replacement Projects
- Inflow Identification and Reduction
- Capital Improvement Projects (CIP RR.1)
- Reserve Management

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 J-U-B ENGINEERS, Inc., 7825 Meadowlark Way, Coeur d'Alene, ID 83815.

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

D. The term "Fixed Fee" shall mean compensation based on the cost breakdown as shown in Attachment B – Fee Breakdown.

**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 Attachment "A," entitled Scope of Services, subject to and consistent with the terms of Attachment "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 be completed by September 30, 2015.

**Section 6. Compensation.**

A. Subject to the provisions of this Agreement, the City shall pay the Consultant the total sum of Two Hundred-One Thousand Eight Hundred Dollars and NO / 100 (\$201,800.00).

B. Total compensation for all services and expenses for the term of this Agreement shall not exceed the amount provided in Attachment "A" 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, after providing Consultant reasonable time to remedy the deficiency, have the right to terminate this agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished hard copy documents, data, studies, surveys, and reports or other material prepared by the Consultant under this agreement shall at the option of the City become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred.

**Section 9.** Termination for Convenience of City. The City may terminate this agreement at any time by giving 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 hard copy documents, data, studies, surveys, and reports or other material prepared by the Consultant under this agreement shall at the option of the City become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred.

**Section 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. To the extent allowed by law, the City shall indemnify and hold harmless the Consultant and Consultant's subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.

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

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

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

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

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

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

**Section 23.** City Held Harmless.

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

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

**Section 25. 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 \$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. Insurance provider shall provide Consultant thirty (30) days notice prior to cancellation of the policy for any reason, in which case the Consultant shall promptly notify the City.

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

**CITY OF COEUR D'ALENE**

**J-U-B ENGINEERS, INC.**

\_\_\_\_\_  
Steve Widmyer, Mayor

\_\_\_\_\_  
Name / Title

ATTEST:

ATTEST:

\_\_\_\_\_  
Renata McLeod, City Clerk

\_\_\_\_\_  
Name / Title

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this 18<sup>th</sup> day of November, 2014, 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 IDAHO )  
 ) ss.  
County of Kootenai )

On this \_\_\_\_\_ day of November, 2014, before me, a Notary Public, personally appeared \_\_\_\_\_ and \_\_\_\_\_, known to me to be the \_\_\_\_\_ and \_\_\_\_\_ of **J-U-B ENGINEERS, Inc.**, and the persons who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_



## ATTACHMENT A

### SCOPE OF SERVICES City of Coeur d'Alene Wastewater Utility 2014/2015 Collection System Projects

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#### Background

This scope of work is a continuation of services arising from the City of Coeur d'Alene Wastewater Utility's 2013 Request for Proposals. The work encapsulates capital improvement projects from the 2013 Collection System Master Plan Update, as well as the Utility's yearly replacement and rehabilitation projects. Additional efforts to identify and remove inflow from the collection system have also been included to reduce peak flows during storm events, thereby maintaining adequate reserve capacity in the collection system and reducing the peak hydraulic load to the wastewater treatment facility.

This Scope of Services is therefore separated into the following tasks and detailed in the following pages:

- **Task 100: Trenchless Rehabilitation Projects**
  - Subtask 001: Condition Assessment and Prioritization Methodology – *RESERVED*
  - Subtask 002: CIPP Design
  - Subtask 003: Manhole Rehabilitation Design – *RESERVED*
  - Subtask 100: CIPP Construction Support
  - Subtask 200: Manhole Rehabilitation Construction Support – *RESERVED*
  
- **Task 200: Open Trench Replacement Projects**
  - Subtask 001: Open Trench Design: M3-02 to M3-03A to M3-03E (610± LF)
  - Subtask 101: Open Trench Construction Support: M3-02 to M3-03A to M3-03E (610± LF)
  
- **Task 300: Inflow Identification and Reduction**
  - Subtask 001: Flow Monitoring and Inflow Assessment
  
- **Task 400: Capital Improvement Projects**
  - Subtask 001: CIP RR.1 Design
  - Subtask 102: CIP RR.1 Construction Support
  
- **Task 500: Reserve Management Fund**

## Task 100: Trenchless Rehabilitation Projects

### Subtask 001: Condition Assessment and Prioritization

- This task was completed in 2014 and therefore not carried forward into 2015. If additional efforts are deemed necessary, the work will be completed using Management Reserve Funds.

### Subtask 002: CIPP Design

- Preliminary Design
  - Conduct a kick-off meeting with the City to determine project goals, objectives, milestones, and list of potential reaches for 2015 project.
  - Coordinate with City to obtain CCTV inspection logs and condition scores of sewer mains previously inspected by the Wastewater Utility – estimated total of 20,000 LF. Condition scores are based on Wastewater Utility-specific scoring criteria developed in 2014.
  - Review highest scoring videos (estimated at 2,000 LF) to confirm suitability for CIPP rehabilitation. For remaining reaches, review inspection logs only to establish likelihood of suitability for CIPP rehabilitation based on defect codes entered during CCTV inspection by City crews.
  - Develop CIPP lateral schedules for all reaches submitted to J-U-B for integration into this year's prioritization – estimated maximum of 20,000 LF.
  - Integrate proposed reaches and prioritization score into GIS and develop concept exhibits for review. Include recommended point repairs necessary prior to CIPP rehabilitation for the Wastewater Utility's review based on the CCTV logs provided to J-U-B for review. It is expected that point repairs identified by J-U-B will be performed and/or coordinated by the Wastewater Utility as necessary to accommodate CIPP rehabilitation prior to beginning the construction project(s).
  - Develop an opinion of probable cost based on average per foot prices for CIPP rehabilitation in prior years.
  - Review concept exhibits, lateral schedules, prioritization, recommended point repairs, and concept opinions of probable cost with the Wastewater Utility. Following the concept review meeting, Wastewater Utility will identify approximately 15,000 LF of sewer mains for inclusion in the 2015 Fiscal Year CIPP project. If additional reaches are identified later in the course of the project, modifying the exhibits, schedules, prioritization, etc. will be completed as an Additional Service.

- Final Design
  - Update concept plans to reflect only those reaches identified for inclusion in the 2015 Fiscal Year project. Prioritization scores for reaches not carried forward in 2015 will be retained in GIS for retrieval in subsequent years.
  - Field verify and document existing manhole types, general condition, inlet and outlet pipe sizes, approximate pipe orientation, and approximate depths to inverts for those lines considered for bidding in the 2015 Fiscal Year. Manhole condition will be summarized on a standard “manhole inspection form” and be provided to the Wastewater Utility for their files. A specific evaluation of each manhole, including the potential for rehabilitation will not be completed as part of this task; however, this information may be utilized in subsequent tasks should the Wastewater Utility decide to pursue manhole rehabilitation.
  - Prepare final lateral schedules for inclusion in the Bid Documents.
  - Develop Bid Documents suitable for competitive bidding in 2015. The Contract Documents will be based on the Wastewater Utility’s adopted version of ISPWC (as modified by the City Engineer) with supplemental technical specifications as required for the project.
  - Prepare an opinion of probable cost based on the final bid schedule and average unit prices from projects in prior years.
  - Conduct internal QC/QA of the Bidding Documents prior to submission of the Agency Review Bidding Documents.
  - Submit Agency Review Bidding Documents for review by Wastewater Utility and City’s legal counsel (3 hard copies).
  - Incorporate City comments and develop final Bidding Documents. Prepare 20 hard copies for distribution within the City, plan holding agencies, and potential bidders.

Subtask 003: Manhole Rehabilitation

- *RESERVED - The scope of work for this task will be developed at a later time, as requested by Wastewater Utility, and be incorporated into this agreement by amendment.*

Subtask 100: CIPP Construction Support

- Update 2014 CIPP bidder pre-qualification documents; review with the City and City’s legal counsel; and prepare pre-qualification documents for use in this year’s project. Assist the City with issuing the pre-qualification documents and summarizing results.

- Prepare a Notice of Advertisement for City's use in advertising the project for competitive bidding to pre-qualified bidders.
- Respond to bidders' questions during the bidding phase and prepare and issue addenda as required to modify the Bidding Documents.
- A pre-bid meeting for the CIPP project is not included in the scope of services due to a general lack of attendance by potential bidders in previous years.
- Assist in bid opening at City Hall, review bids as received, prepare a bid summary, review bids for general responsiveness, and issue a summary to the City and City legal counsel for review and evaluation of bid responsiveness.
- As directed by the Wastewater Utility, prepare a Notice of Award, draft Agreement, and Notice to Proceed for review, approval, and distribution by the City.
- Conduct one pre-construction conference with the Wastewater Utility, Contractor, and regulatory agencies (as applicable).
- Coordinate with CIPP Contractor to verify an informational flyer, as reviewed and approved by CITY, is provided to impacted homeowners prior to beginning construction in the local project areas.
- Interpret the plans and specifications during construction in accordance with the terms of the ISPWC General Conditions. Make recommendations to the CITY concerning contractor requests to deviate from the plans and specifications.
- Provide administration of the construction contract as provided in the ISPWC General Conditions of the Contract Documents, including submittal review, requests for information, change order requests, etc.
- Provide construction observation and management services as necessary during construction. Specific activities include the following:
  - Observation of video inspection prior to liner injection, liner installation, spot checks during the curing process, observation of pressure testing and final video inspection prior to reinstating services, and review of final video inspections to verify full reinstatement of services (as applicable).
  - The construction phase is assumed to occur over a continuous four week period, plus final clean up and close out.
- Review contractor progress and pay requests, and prepare recommendations to the Wastewater Utility.
- Develop a tentative list of items to complete the contractor's work based on final installation videos as provided by the CIPP contractor. Review final quantities and pay request from the Contractors. Submit final payment recommendations for approval.

- Provide one project record book of the project (includes project submittals, pre- and post-rehabilitation CCTV videos and logs, independent material testing reports, final project exhibits, etc.) for Wastewater Utility's records.

Subtask 200: Manhole Rehabilitation Bidding, Award, and Construction Support

- *RESERVED - The scope of work for this task will be developed at a later time, as requested by Wastewater Utility, and be incorporated into this agreement by amendment.*

## Task 200: Open Trench Replacement Projects

Subtask 001: Open Trench Design: M3-02 to M3-03A to M3-03E (610± LF)

- The Wastewater Utility has identified the sanitary sewer reaches on Coeur d'Alene Avenue from M3-02 to M3-03A to M3-03E for replacement in 2015. The following scope of work is based on estimated design requirements for replacing the existing sanitary sewer in its existing alignment and grade.
- Conduct a kick-off meeting with the City to determine project goals, objectives, and milestones.
- Complete a topographical survey for construction purposes. Survey will include the following: collection of surface improvements within the alleys and streets in the City right-of-way for the projects; sanitary sewer locations and depths to inverts; utilities as marked by the utility owners based on a One Call for construction (request to be made by J-U-B); utilities as marked by City water and storm water utilities; and any available property pins within the project area. Property lines will be approximated using the CITY's GIS database and the County Assessor's Map; a boundary survey is not included in this scope. Prepare base drawings for subsequent use in design.
- Develop 60% Plans
  - Gather, document, review existing conditions as identified at the surface and through CCTV inspections (provided by CITY), and identify potential construction conflicts based on utilities as marked by others.
  - Develop plan sheets for the open trench reach based on replacing the sanitary sewer with an 8-inch line in the existing alignment and matching inverts of connecting manholes. The plans will include a CITY-provided ortho-photo of the project area and assessor map.
  - Identify impacts to other CITY-owned utilities (water and storm water) and identify as "retain and protect" or "replace" per CITY standard drawings. The project area includes 6-inch AC water mains and storm water that will likely be impacted during construction of the new sanitary sewer.

- Services will be located at the main line based on closed circuit television (CCTV) performed by others. The laterals will be designed for reconnection at the sewer main only; no new laterals or extensions will be included in the project.
  - Prepare an opinion of probable cost based on prior years' average construction costs (on a per foot basis).
  - Review preliminary plans with Wastewater Utility and identify issues for Wastewater Utility and other City departments to address (e.g. replacing or re-routing storm sewer and water; partial or full-width surface repair; specific surface repair objectives such as pedestrian ramps, curb and gutter, alley approaches, etc.).
- Develop Agency Review Plans and Specifications
    - Review City comments and prepare final plans and technical specifications for bidding purposes. The Contract Documents will be based on CITY standard drawings, the 2008 ISPWC (as adopted and modified within the CITY standards), and supplemental technical specifications as required for the project. If the following items are requested, the work will be completed as Additional Services: preparation of bid schedules or additive alternates; designing or incorporating CITY designs for water systems; designing or incorporating CITY designs for storm water systems; extending the extent of sanitary sewer replacement; full-width roadway replacement or redesign of curbs, gutters, pedestrian ramps, etc.
    - Prepare an opinion of probable construction cost for the project.
    - Conduct internal QC/QA of the Contract Documents.
    - Submit five sets of plans, specifications, and contract documents to the Wastewater Utility for final review and approval. Wastewater will distribute the copies to the CITY Engineering Department, Water Department, Storm Sewer Department, legal department, and other departments as CITY deems necessary for final approval.
  - Incorporate CITY comments (as applicable) and develop final bid sets. Comments are expected to be minor in nature due to previous review step; consequently, substantial revisions, separate schedules, or development of additive alternates requested by the CITY will be completed under the Management Reserve Fund.
  - Provide 20 sets of final Contract Documents for the Open Trench Replacement project, including half sized plans (11x17), bid forms, contract forms, and technical specifications. Plans shall be used for distribution to CITY departments, regulatory agencies, plan agencies, affected utilities and interested contractors.

**Subtask 101: Open Trench Construction Support: M3-02 to M3-03A to M3-03E (610± LF)**

- Prepare a draft notice of advertisement for the project. CITY will advertise the project in their paper of record.
- Conduct one pre-bid meeting at the CITY offices for the project.
- Respond to bidders' questions during the bid phase, and prepare and issue addenda as required to modify the plans or specifications.
- Assist in bid openings at CITY Hall, review bids as received, prepare a bid summary, review bids for responsiveness, and issue a recommendation to the CITY regarding the responsiveness of the bids.
- Prepare a notice of award, agreement, and notice to proceed for review, approval, and distribution by the CITY, and assist in the contract award.
- Perform construction support as noted in "J-U-B Standard Exhibit B – Construction Phase Services", attached. Project duration and commitments are further defined in Attachment B.
- Provide five complete sets of hard copy record drawings (per project) for CITY records.

**Task 300: Inflow Identification and Reduction****Subtask 001: Flow Monitoring and Inflow Assessment**

The purpose of this task is to assist the City of Coeur d'Alene with identifying and eliminating sources of inflow into the wastewater collection system. This task will build and expand upon existing modeling and the 2002, 2004, and 2005 Inflow Source Identification Technical Memoranda. Work efforts may include elements of the following general tasks: reviewing and / or prioritization of inflow sources identified in previous years, development of an overall process to continue identifying and removing inflow sources, smoke and dye testing, etc.

A specific task for 2014/2015 is flow monitoring in the fall, winter, or spring to identify the magnitude of inflow from basins with suspected high inflow amounts. These include the Business District, Central District, and Fort Grounds area. The data will also be used to confirm inflow assumptions utilized in the 2013 Collection System Master Plan Update and the degree of inflow removal completed to date in these basins.

Specific steps in this subtask include the following:

- Conduct a kick-off meeting with the Wastewater Utility, review flow monitoring work completed in prior studies, and identify up to five sites for monitoring concurrently in 2014/2015.

- Flow monitoring will be conducted for a period of two weeks at a total of five sites. J-U-B will provide installation services, check performance of the meters, download the data regularly, and perform maintenance as required. The flow monitors utilized for this project will be rented from an independent party. In the event additional monitoring sites are requested by Wastewater Utility, the additional monitors and monitoring services will be provided as an Additional Service.
- Monitoring will begin at a time agreed to by the Wastewater Utility staff, with the intent of capturing a flow event measuring greater than 6 mgd at the wastewater treatment facility. If a 6 mgd event is not captured and the Wastewater Utility chooses to extend the flow monitoring period, an extension in flow monitoring will be provided an Additional Service.
- It is assumed that the City will provide one staff member for assistance during monitor installation, removal, and maintenance. It is also assumed that hourly rainfall intensity and total daily rainfall data will be provided by monitoring stations at the City wastewater treatment facility.
- Review flow monitoring data, estimate the inflow magnitude (gallons per day and gallons per inch of rainfall), and compare the results to previous inflow studies and the 2013 Collection System Master Plan Update existing system model output.
- Prepare a draft technical memorandum to summarize and evaluate the flow monitoring data.
- Review the draft technical memorandum with Wastewater Utility and modify as necessary.
- Submit a final technical memorandum for Wastewater Utility's records.

## Task 400: Capital Improvement Projects

### Subtask 001: CIP RR.1 Design

- Concept Plans – *completed under a prior contract*
- 60% Review Plans
  - Conduct a review of the 60% Plans with Wastewater Utility. Identify desired direction for B Interceptor diversion structure, B and M Interceptor connection, and potential utility conflicts.
  - Wastewater Utility will review 60% Plans with other City departments and coordinate CITY comments; e.g. replacing or re-routing storm sewer and water; partial or full-width surface repair; specific surface repair objectives such as pedestrian ramps, curb and gutter, alley approaches, etc.



- Develop Agency Review Plans and Specifications
  - Incorporate CITY comments generated during review of the 60% Plans.
  - Detail project elements including the following:
    - Plan and profile of the proposed sewer alignment
    - B Interceptor diversion structure, including slide gates and corresponding specification
    - Review M1-09 rehabilitation options (e.g. epoxy coating, CIPP lining, T-Lock) with Wastewater Utility and select preferred approach. Rehabilitation of M1-09 is expected to be included as an Additive Alternate in the construction project.
    - Vortex drop structure (with the basis of design being an IPEX system), including proprietary insert, structure size and configuration, and expected excavation requirements. Contact potential specialty shoring and excavation contractors and identify probable approaches to excavating to the expected depths of the project. Based on input specialty contractors and findings from the geotechnical evaluation (geotechnical engineer as a subconsultant), develop an opinion of probable cost for the excavation activities, expected duration of the deep excavation work, and other coordination elements for construction.
  - Prepare Agency Review technical specifications for bidding purposes. The Contract Documents will be based on CITY standard drawings, the 2008 ISPWC (as adopted and modified within the CITY standards), and supplemental technical specifications as required for the project.
  - Prepare an opinion of probable construction cost for the project.
  - Conduct internal QC/QA of the Contract Documents.
  - Submit five sets of plans, specifications, and contract documents to the Wastewater Utility for final review and approval. Wastewater will distribute the copies to the CITY Engineering Department, Water Department, Storm Sewer Department, legal department, and other departments as CITY deems necessary for final approval.
- Incorporate CITY comments (as applicable) and develop final bid sets. Comments are expected to be minor in nature due to previous review step; consequently, substantial revisions, separate schedules, or development of additive alternates requested by the CITY will be completed under the Management Reserve Fund.
- Provide 20 sets of final Contract Documents for the Open Trench Replacement project, including half sized plans (11x17), bid forms, contract forms, and

technical specifications. Plans shall be used for distribution to CITY departments, regulatory agencies, plan agencies, affected utilities and interested contractors.

**Subtask 101: CIP RR.1 Construction Support**

- Prepare pre-qualification documents:
  - Prepare and review draft pre-qualification criteria for review with Wastewater Utility and City legal counsel.
  - Based on input from CITY, prepare final pre-qualification documents.
  - Assist the CITY with advertising the pre-qualification packet and summarizing results.
- Prepare a draft notice of advertisement for the project. CITY will advertise the project in their paper of record.
- Conduct one pre-bid meeting at the CITY offices for the project.
- Respond to bidders' questions during the bid phase, and prepare and issue addenda as required to modify the plans or specifications.
- Assist in bid openings at CITY Hall, review bids as received, prepare a bid summary, review bids for responsiveness, and issue a recommendation to the CITY regarding the responsiveness of the bids.
- Prepare a notice of award, agreement, and notice to proceed for review, approval, and distribution by the CITY, and assist in the contract award.
- Perform construction support as noted in "J-U-B Standard Exhibit B – Construction Phase Services", attached. Project duration and commitments are further defined in Attachment B.
- Provide five complete sets of hard copy record drawings (per project) for CITY records.

**Task 500: Management Reserve Fund:**

The Services outlined hereinafter are not currently anticipated and shall only be provided by the ENGINEER when requested, and authorized in writing by the CLIENT. Such authorization shall also state the negotiated amount and method of compensation by the CITY. When authorized, the ENGINEER will:

- Coordinate or attend neighborhood informational meetings for the project(s).
- Investigate existing residential service lines, including connections at the home and sewer main, location on private property, elevation / grade, and related details.

- Evaluate, design, and support the City during construction activities for lateral rehabilitation or sewer main to lateral connection repair, or assist in the development of a lateral rehabilitation “pilot” program.
- Prepare exhibits and descriptions for CLIENT’s use in acquiring easements for the open trench reaches.
- Provide additional construction administration services due to delays in construction as a result of contractor’s activities, or as requested by CLIENT, which extend the construction phase beyond the timeframe assumed above.
- Re-design or update the plans and specifications for bidding and construction in subsequent projects or years.
- Perform dye testing and related field work to identify if service laterals are active or inactive on the CIPP project.
- Assist the CLIENT in performing and / or coordinating point repairs for the sewer lines scheduled for CIPP rehabilitation.
- Perform boundary survey work.
- Work with archaeologists as may be required to address archaeological findings within the PROJECT area.
- Assist the CLIENT in reporting or otherwise managing removal of hazardous waste or petroleum contaminated soils that may be encountered during construction.
- Assist the CLIENT with detailed geotechnical investigations and/or structural evaluations required when unexpected sub-surface conditions or structural concerns are encountered during the course of design or construction (other than as identified in the preceding tasks).
- Extend the geotechnical evaluation area, conducting more borings, providing preliminary shoring or trenching designs, and related tasks not enumerate in the preceding tasks.
- Extend flow monitoring period or monitor additional sites.
- Additional meetings or public outreach as requested by CLIENT.
- And other additional services specifically requested by CLIENT.

## Schedule and Compensation

The proposed schedule and compensation for the tasks is included in the table below. Schedule is based on date of Agreement.

<b>Task 100: Trenchless Rehabilitation Projects</b>	<b>Days</b>	<b>Compensation and Type <sup>c</sup></b>
Subtask 001: Condition Assessment and Prioritization Methodology	-	N/A
Subtask 002: CIPP Design	60	\$16,600 T&M
Subtask 004: Manhole Rehabilitation – <i>RESERVED</i>	- A	- A
Subtask 100: CIPP Construction Support	- B	\$34,900 T&M
Subtask 200: Manhole Rehabilitation Construction Support – <i>RESERVED</i>	- A	- A
<b>Task 200: Open Trench Rehabilitation Projects</b>		
Subtask 001: Open Trench Design: M3-02 to M3-03A to M3-03E (610± LF)	45	\$12,400 T&M
Subtask 101: Open Trench Construction Support: M3-02 to M3-03A to M3-03E (610± LF)	- B	\$20,800 T&M
<b>Task 300: Inflow Identification and Reduction</b>		
Subtask 001: Flow Monitoring and Inflow Assessment	60 (from notice to begin flow monitoring)	\$25,000 T&M
<b>Task 400: Capital Improvement Projects</b>		
Subtask 001: CIP RR.1 Design	75	\$23,700 T&M
Subtask 101: CIP RR.1 Construction Support – Alley Project	- B	\$58,400 T&M
<b>Task 500: Reserve Management Fund</b>		
Tasks as requested by Wastewater Utility	- A	\$10,000 T&M

<sup>A</sup> The scope of work for this task will be developed at a later time, as requested by Wastewater Utility, and be incorporated to this agreement by amendment.

<sup>B</sup> Dependent on construction schedules developed by the successful bidder(s).

<sup>C</sup> Time and Materials estimates shall be paid at J-U-B's Standard Billing rates.

**Attachment B - Fee Breakdown**  
**City of Coeur d'Alene Wastewater Utility**  
**2015 Collection System Projects**

**LABOR-HOUR ESTIMATE**

Task	Description	Principal Engineer	Project Manager	Project Engineer	Design / Observation	GIS	Drafting / Survey Tech	PLS	Survey Crew	Clerical	Expenses / Subconsultants	Subtotal	Task Totals
<b>Task 100</b>	<b>Trenchless Rehabilitation Projects</b>												
<b>Subtask 001:</b>	<b>Condition Assessment and Prioritization Methodology</b>										Time and Materials estimated at		<b>N/A</b>
	<i>Reserved</i>												
<b>Subtask 002:</b>	<b>CIPP Preliminary Design</b>										Time and Materials estimated at		<b>\$16,600</b>
	Preliminary Design - 15,000 to 20,000 lf												
	Kick-off meeting	0.5	1	2								\$500	
	Coordinate receipt of CCTV logs and condition scores from City			4								\$400	
	Review highest ranking CCTV inspection videos (2,000 LF +/-)		1	2	8							\$1,100	
	Develop CIPP lateral schedules		1	4	8							\$1,300	
	Associate proposed reaches in GIS			8	4	8						\$2,300	
	Concept Opinion of Probable Cost		1	2								\$400	
	Concept / progress review with the CITY		1	2								\$400	
	Final Design - 15,000 lf												
	Update GIS for reaches in this year's project		1	2		4						\$900	
	Manhole condition and pipe size verification for selected reaches		1	4	24						\$200	\$3,000	
	Associate final lateral schedules with Specification exhibits			4		8						\$1,500	
	Specifications		2	4					8			\$1,400	
	Opinion of Probable Cost		1	4								\$600	
	QC/QA review		2	1								\$400	
	Review with the CITY	0.5	1	2								\$500	
	Final Plans and Bid Documents (20 copies)		1	4		4				8	\$100	\$1,900	
<b>Subtask 003:</b>	<b>Manhole Rehabilitation Design - RESERVED</b>												<b>TBD</b>
	<i>Scope of services to be determined at a later time</i>												
<b>Subtask 100:</b>	<b>CIPP Construction Support</b>										Time and Materials estimated at		<b>\$34,900</b>
	Bidder Pre-Qualification												
	Update 2014 pre-qualification documents for use in 2015			1								\$100	
	Review with City and City's legal counsel			1								\$100	
	Assist with pre-qualification advertising			1								\$100	
	Review pre-qualification responses and summarize for City		1	1								\$300	
	Bid and Award												
	Bid advertisement/contractor coordination			1					2		\$50	\$300	
	Pre-bid meeting												
	Bid management (questions and addenda)		1	4		4			2			\$1,300	
	Bid opening and contract award		1	4					4			\$900	
	Construction Phase												
	Pre-construction meeting		1	4	4				2			\$1,100	
	Submittal review		1	4	8							\$1,300	
	Construction Management (4 hrs/wk with 4 weeks of construction)	1	4	16					4			\$3,000	
	Observation (approx. 700 LF / day, 8 hrs / day)				200						\$500	\$18,700	
	Final video review and punchlist		1	4	16				4			\$2,400	
	Application for Payment (two total)		1	4	4				4			\$1,300	
	Contractor close-out		1	4					4			\$900	
	Post-Construction Phase												
	Project record book			4		8	12			8		\$3,100	
	Integrate record drawings into GIS												
	<i>under a separate contract for yearly GIS support</i>												
<b>Subtask 200:</b>	<b>Manhole Rehabilitation Construction Support - RESERVED</b>												<b>TBD</b>
	<i>Scope of services to be determined at a later time</i>												

**Attachment B - Fee Breakdown**  
**City of Coeur d'Alene Wastewater Utility**  
**2015 Collection System Projects**

**LABOR-HOUR ESTIMATE**

Task	Description	Principal Engineer	Project Manager	Project Engineer	Design / Observation	GIS	Drafting / Survey Tech	PLS	Survey Crew	Clerical	Expenses / Subconsultants	Subtotal	Task Totals
<b>Task 200</b>	<b>Open Trench Replacement Projects</b>												
<b>Subtask 001:</b>	<b>Open Trench Design: M3-02 to M3-03A to M3-03E (610± LF)</b>										Time and Materials estimated at		<b>\$12,400</b>
	Kick-off meeting	0.5	1	2								\$500	
	Topographical survey												
	Survey request; call in locates			2								\$200	
	Survey crew							2	8		\$ 200	\$1,800	
	Prepare base topo						8	2				\$900	
	Develop 60% Plans												
	Plan and profile		1	6			12					\$1,800	
	Opinion of probable cost			2								\$200	
	Review with the CITY; identify issues for City to address			2			1					\$300	
	Develop Agency Review Documents												
	Final plan and profile; incorporate City comments		2	6			12					\$2,000	
	Opinion of probable cost		1	4								\$600	
	Project specifications and bid schedule(s)		1	8						8		\$1,700	
	QC/QA review	0.5	2									\$400	
	Review with the CITY			2			1					\$300	
	Final Plans and Bid Documents (20 copies)		1	4			4			8	\$ 100	\$1,700	
<b>Subtask 101:</b>	<b>Open Trench Construction Support: M3-02 to M3-03A to M3-03E (610± LF)</b>												<b>\$ 20,800</b>
	Bid and Award												
	Bid advertisement/contractor coordination			1						2		\$ 300	
	Pre-bid meeting			4						2		\$ 600	
	Bid management (questions and addenda)		0.5	2			4					\$ 600	
	Bid opening and contract award		0.5	2						4		\$ 600	
	Construction Phase												
	Pre-construction meeting		0.5	4	4					2		\$ 1,100	
	Construction management (4 weeks of project activity)		2	16								\$ 2,100	
	Submittal review			4	4					2		\$ 1,000	
	Survey control for construction			2				2	4		\$ 50	\$ 1,200	
	Observation (10 hrs/day, 2 weeks)				100						\$ 250	\$ 9,400	
	Pay requests (two total)		1	4						6		\$ 1,100	
	Final walkthrough and punchlist		1	8	4					2	\$ 25	\$ 1,600	
	Post-Construction Phase		1										
	Record drawings			2	4		8					\$ 1,200	
<b>Task 300</b>	<b>Inflow Identification and Reduction</b>												
<b>Subtask 001:</b>	<b>Flow Monitoring and Inflow Assessment</b>										Time and Materials estimated at		<b>\$25,000</b>
	Kick-off meeting to review past monitoring sites and identify up to 5 site sites for monitoring		2	2								\$500	
	Conduct flow monitoring for up to five sites concurrently for a period of up to two weeks	1	4	32			32				\$ 7,500	\$14,600	
	Meet with Wastewater Utility to determine if monitoring should be extended prior to removing monitors		2	2								\$500	
	Analyze flow monitoring data and determine inflow amount captured during monitoring	1	4	16								\$2,700	
	Compare data to previous studies	1	4	4								\$1,300	
	Prepare a draft technical memorandum of flow monitoring efforts	2	4	16						8		\$3,500	
	Review with Wastewater Utility and identify next steps		2	4								\$800	
	Finalize technical memorandum		2	4						4		\$1,100	

**Attachment B - Fee Breakdown**  
**City of Coeur d'Alene Wastewater Utility**  
**2015 Collection System Projects**

**LABOR-HOUR ESTIMATE**

Task	Description	Principal Engineer	Project Manager	Project Engineer	Design / Observation	GIS	Drafting / Survey Tech	PLS	Survey Crew	Clerical	Expenses / Subconsultants	Subtotal	Task Totals
<b>Task 400</b>	<b>Capital Improvement Projects</b>												
<b>Subtask 001:</b>	<b>CIP RR.1 Design</b>										Time and Materials estimated at		<b>\$23,700</b>
	Develop 60% Review Documents												
	Review meeting with City		2	4								\$800	
	Develop Agency Review Documents												
	Plan and profile detailing		1	12			12					\$2,500	
	B Interceptor diversion structure and gate details		1	8			8					\$1,700	
	M1-09 Rehabilitation details and coating selection		1	12			6					\$2,000	
	Vortex drop structure details		1	12			12					\$2,500	
	Resolving City utility needs / conflicts (e.g. water, storm water)		1	12			12					\$2,500	
	Project specifications	1	2	16						8	\$1,500	\$4,500	
	Opinion of probable cost		1	6								\$800	
	QC/QA review		6	1								\$1,100	
	Review with the CITY		2	4							\$200	\$1,000	
	Develop Bid Set Documents												
	Updates to plans		1	8			8					\$1,700	
	Updates to specifications; final bid schedules		1	8						8		\$1,700	
	Prepare 20 copies of Bid Documents			2						8		\$900	
<b>Subtask 101:</b>	<b>CIP RR.1 Construction Support</b>												<b>\$ 58,400</b>
	Bidder Pre-Qualification												
	Draft pre-qualification documents	1	1	4							\$ 200	\$ 1,000	
	Review with City and City's legal counsel		1	2								\$ 400	
	Finalize pre-qualification documents		1	4						4	\$ 200	\$ 1,100	
	Respond to questions during pre-qualification period		1	4							\$ 200	\$ 800	
	Review pre-qualification responses and summarize for City	1	2	4						2	\$ 200	\$ 1,300	
	Bid and Award											\$ -	
	Bid advertisement/contractor coordination			2								\$ 200	
	Pre-bid meeting			4						2		\$ 600	
	Bid management (questions and addenda)		1	8						2	\$ 200	\$ 1,400	
	Bid opening and contract award		1	4						4	\$ 25	\$ 1,000	
	Construction Phase												
	Pre-construction meeting		1	4	4					2	\$ 200	\$ 1,300	
	Construction management (8 weeks of project activity)	1	8	32								\$ 5,100	
	Submittal review			8	12					2	\$ 200	\$ 2,400	
	Survey control for construction			2				2	8		\$ 50	\$ 1,900	
	Observation (10 hrs/day, 8 weeks)				400						\$ 300	\$ 36,800	
	Observation - geotechnical assistance		1	4							\$ 1,500	\$ 2,100	
	Pay requests (4 total)		1	8						8		\$ 1,700	
	Final walkthrough and punchlist		1	8	8					4		\$ 2,100	
	Post-Construction Phase												
	Record drawings			4	8		8					\$ 1,800	
<b>Task 500</b>	<b>Management Reserve Fund</b>												
	As Requested												<b>\$10,000</b>
<b>TOTAL</b>												<b>\$201,800</b>	
Task 100 Trenchless Rehabilitation Projects												\$51,500	
Task 200 Open Trench Replacement Projects												\$33,200	
Task 300 Inflow Identification and Reduction												\$25,000	
Task 400 Capital Improvement Projects												\$82,100	
Task 500 Management Reserve Fund												\$10,000	

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

**Standard Exhibit B – Construction Phase Services**

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

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

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

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

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

**CONSTRUCTION PHASE SERVICES**

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

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

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

*Construction Phase*

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

- Yes    1.    *General Administration of the Contract Documents.* Consult with, advise, and assist CLIENT in J-U-B's role as CLIENT's representative. Relevant J-U-B communications with contractor shall be imputed to the CLIENT. Nothing contained in this Standard Exhibit B creates a duty in contract, tort, or otherwise to any third party; but, instead, the duties defined herein are performed solely for the benefit of the CLIENT. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.
- No
  
- Yes    2.    *Pre-Construction Conference.* Participate in a pre-construction conference.
- No



3. *Visits to Site and Observation of Construction / Resident Project Representative (RPR) Services.* In connection with observations of the Work while it is in progress:

Yes

No

a. *Periodic Site Visits by J-U-B.* Make visits to the Site at intervals appropriate to the various stages of construction, as J-U-B deems necessary, to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to J-U-B in this Agreement, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on J-U-B's exercise of professional judgment as assisted by the RPR, if any. Based on information obtained during such visits and observations, J-U-B will determine in general, for the benefit of CLIENT, if the Work is proceeding in accordance with the Contract Documents, and J-U-B shall keep CLIENT informed of the progress of the Work.

Yes

No

b. *Resident Project Representative ("RPR").* When requested by CLIENT, provide the Services of a RPR at the Site to provide more extensive observation of the Work. Duties, responsibilities, and authority of the RPR, are as set forth in the section entitled Resident Project Representative, herein. Through more extensive observations of the Work and field checks of materials and equipment by RPR, J-U-B shall endeavor to provide further protection to the CLIENT against defects and deficiencies in the Work. The furnishing of such RPR's Services will not extend J-U-B's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.

Yes

No

4. *Defective Work.* Recommend to CLIENT that the Work be disapproved and rejected while it is in progress if J-U-B believes that such Work does not conform generally to the Contract Documents or that the Work will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

Yes

No

5. *Clarifications and Interpretations; Field Orders.* Recommend to CLIENT necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Based on J-U-B's recommendations, CLIENT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

Yes

No

6. *Change Orders, and Work Change Directives.* Recommend to CLIENT Change Orders or Work Change Directives, as appropriate, and prepare required documents for CLIENT consideration. CLIENT may issue Change Orders or Work Change Directives authorizing variations from the requirements of the Contract Documents.

Yes

No

7. *Shop Drawings and Samples.* Review or take other appropriate action in respect to Shop Drawings, Samples, and other data that contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

Yes

No

8. *Substitutes.* Consult with and advise CLIENT concerning, and determine the acceptability of, substitute materials and equipment proposed by contractor.

Yes

No

9. *Inspections and Tests.* Make recommendations to CLIENT concerning special inspections or tests of the Work, and the receipt and review of certificates of inspections, testing, and approvals required by laws and regulations and the Contract Documents (but only to determine generally that the results certified indicate compliance with the Contract Documents).

- Yes      10. *Disagreements between CLIENT and Contractor.* Assist CLIENT in rendering formal written decisions on claims of CLIENT and contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In assisting in such decisions, J-U-B shall not be liable in connection with any decision rendered in good faith.
- No
- 
- Yes      11. *Applications for Payment.* Based on J-U-B's on-site observations as an experienced and qualified design professional, and upon written request of CLIENT, review Applications for Payment and the accompanying supporting documentation. Assist CLIENT in determining the amounts owed to contractor and, if requested by CLIENT, recommend in writing to CLIENT that payments be made to contractor in such amounts. Such recommendations of payment will constitute a representation to CLIENT that, to the best of J-U-B's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, and subject to any subsequent tests called for in the Contract Documents or to any other qualification stated in the recommendation), and the conditions precedent to contractor's being entitled to such payments appear to have been fulfilled insofar as it is J-U-B's responsibility to observe the Work. In the case of unit price Work, J-U-B's recommendation of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). By recommending any payment and after reasonable inquiry, J-U-B shall not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by J-U-B to check the quality or quantity of the Work as it is furnished and provided beyond the responsibilities specifically assigned to J-U-B in this Agreement and the Contract Documents. J-U-B's review of the Work for the purposes of recommending payments will not impose on J-U-B the responsibility to supervise, direct, or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or contractor's compliance with laws and regulations applicable to its furnishing and performing the Work. J-U-B's review will also not impose responsibility on J-U-B to make any examination to ascertain how or for what purposes contractor has used monies paid to contractor by CLIENT; to determine that title to any of the Work, including materials or equipment, has passed to CLIENT free and clear of any lien, claims, security interests, or encumbrances; or that there may not be other matters at issue between CLIENT and contractor that might affect the amount that should be paid.
- No
- 
- Yes      12. *Contractor's Completion Documents.* Receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, Shop Drawings, Samples, other data approved, and the annotated record documents which are to be assembled by contractor in accordance with the Contract Documents (such review will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspection, tests, or approvals indicates compliance with, such Contract Documents); transmit them to CLIENT with written comments.
- No
- 
- Yes      13. *Substantial Completion.* Promptly after notice from CLIENT that contractor considers the Work for this part of the Project is ready for its intended use, in company with CLIENT and contractor, conduct a site visit to determine if the Work is substantially complete. Provide recommendation to CLIENT relative to issuance of Certificate of Substantial Completion.
- No
- 
- Yes      14. *Final Notice of Acceptability of the Work.* Assist CLIENT in conducting a final inspection to determine if the completed Work is acceptable so that J-U-B may recommend, in writing, that final payment be made to contractor.
- No
- 
- Yes      15. *Additional Tasks.* Perform or provide the following additional construction phase tasks or deliverables as delineated in Attachment 1 – Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.
- No

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

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

Post-Construction Phase

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

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

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

## CONSTRUCTION PHASE ADDITIONAL SERVICES

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

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

## RESIDENT PROJECT REPRESENTATIVE

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

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

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

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

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

11. *Reports.*
  - a) Furnish to CLIENT periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
  - b) Present to CLIENT proposed Change Orders, Work Change Directives, and Field Orders.
  - c) Furnish to CLIENT copies of all inspection, test, and system startup reports.
  - d) Report immediately to CLIENT the occurrence of any Site accidents, emergencies, acts of God endangering the Work, property damaged by fire or other causes, and the discovery or presence of any constituents of concern.
12. *Payment Request:* Review Applications for Payment for compliance with the established procedure for their submission and forward with recommendations to CLIENT, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site, but not incorporated in the Work.
13. *Certificates, Operation and Maintenance Manuals.* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals, and other data required by the Specifications to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to CLIENT for review.
14. *Completion.*
  - a) Before issuing a Certificate of Substantial Completion, submit to CLIENT a list of observed items requiring completion or correction.
  - b) Observe whether contractor has arranged for inspections required by laws and regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Project.
  - c) Participate in a final inspection in the company of CLIENT and contractor and prepare a final list of items to be completed or corrected with respect to the Work.
  - d) Observe whether all items on final list have been completed or corrected and make recommendations to CLIENT concerning acceptance and issuance of CLIENT's Final Notice of Acceptability of the Work.

The RPR shall not:

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

## **CLIENT'S RESPONSIBILITIES**

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

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

## **INDEMNIFICATION**

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

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

**PUBLIC WORKS COMMITTEE STAFF REPORT**

**DATE:** November 10, 2014  
**FROM:** James Remitz, Capital Program Manager  
**SUBJECT:** 2015 Technical Support for Toxics Management Plan  
Professional Services Agreement

=====

**DECISION POINT:**

The Council may wish to authorize the Mayor to enter into a Professional Services Agreement with HDR Engineering, Inc. to provide technical assistance in the development and implementation of 2015 Toxic Management Plan. A copy of the proposed agreement, scope of services and fee proposal are attached.

**HISTORY:**

The City of Coeur d’Alene was issued a new National Pollutant Discharge Elimination System (NPDES) Permit on September 30, 2014 for the discharge of treated wastewater effluent into the Spokane River by U.S. Environmental Protection Agency (EPA). The permit requires that the City of Coeur d’Alene submit a Toxics Management Plan (TMP) by June 20, 2015 and implement the TMP by December 20, 2015. (See attached Section II.I Best Management Practices for PCBs and 2,3,7,8 TCDD from the permit) The TMP will include a variety of sampling and monitoring efforts, development of best management practices and creation of a public education program with a goal to reduce toxics (PCBs) loadings to the Spokane River to the maximum extent practicable.

The Coeur d’Alene Wastewater Utility has concluded that it will need technical assistance in order to meet the requirements and timeframes for the development and implementation of the TMP required by the permit.

**PERFORMANCE ANALYSIS:**

Consultant statements of qualifications were solicited using an advertised Request For Qualifications (RFQ). A selection committee evaluated and scored the statements of qualifications submitted and selected HDR Engineering. HDR Engineering has a long-standing record of the planning and design of City of Coeur d’Alene Wastewater Treatment Facility capital improvement projects, has detailed knowledge of the Wastewater Treatment Facility and is currently assisting the wastewater department with the construction of the Wastewater Tertiary Treatment, Phase I project. Wastewater staff is confident in the ability of HDR Engineering to successfully provide the professional services for this project within the budget and proposed schedule.



**FINANCIAL ANALYSIS:**

Sufficient funding for this project is available and allocated in the current FY 2014-2015 Wastewater Department budget. (Acct # 031-022-4351-7309 – Toxics Management Report)

**RECOMMENDATION:**

Wastewater staff recommends that the Public Works Committee approve the proposed Professional Services Agreement between the City of Coeur d'Alene and HDR Engineering, Inc. for the Technical Support for PCB and 2,3,7,8 TCDD Toxics Management Plan and pending legal review of the agreement, forward this approval to the Coeur d'Alene City Council.

**ATTACHMENTS:**

- Section II.I of NPDES Permit No. ID0022853
- Proposed Agreement for Professional Services
- Exhibit A: Scope of Services, Schedule and Compensation

Spokane River Regional Toxics Task Force and the Operational Concepts incorporated therein. The Permittee shall not be required to be a member of any non-profit organization or other business entity affiliated with the Task Force.

**I. Best Management Practices for PCBs and 2,3,7,8 TCDD**

1. By June 20, 2015, the permittee must submit to EPA and IDEQ a Toxics Management Plan (TMP) as an electronic attachment to a DMR. By December 20, 2015, the permittee must submit as an electronic attachment to a DMR written notification to EPA and IDEQ that the plan has been implemented. The goal of the TMP must be to reduce loadings of PCBs and 2,3,7,8 TCDD to the Spokane River to the maximum extent practicable. The TMP must address source control and elimination of PCBs and 2,3,7,8 TCDD as follows:
  - a) From contaminated soils, sediments, storm water and groundwater entering the POTW collection system via inflow and infiltration.
  - b) From industrial and commercial sources.
    - (i) If any industrial user's indirect discharges of PCBs and/or 2,3,7,8 TCDD to the POTW treatment plant cause pass through or interference, the permittee must require the industrial user to reduce or eliminate such indirect discharges in compliance with 40 CFR 403.
  - c) The permittee must not allow any person to discharge to the POTW water containing PCBs in excess of any applicable pretreatment local limit established by the POTW, or 3 µg/L, whichever is less.
  - d) By means of eliminating existing sources that are within the direct control of the permittee including but not limited to:
    - (i) Machinery manufactured prior to May 31, 1979.
    - (ii) Electrical equipment and components containing insulating or dielectric oil manufactured prior to May 31, 1979, including but not limited to transformers, capacitors, regulators, reactors, circuit breakers, switch gear and fluorescent lighting ballasts.
    - (iii) Construction material including but not limited to paints and caulking.
    - (iv) Commercial materials including but not limited to ink, dyes and lubricants.
  - e) By means of changing the permittee's procurement practices, control and minimize the future generation and release of PCBs and 2,3,7,8 TCDD that is within the direct control of the permittee, including preferential use of PCB free substitutes for those products containing PCBs below the regulated level of 50 ppm, in sources including but not limited to:
    - (i) Electrical equipment and components containing insulating or dielectric oil, including but not limited to transformers, capacitors, regulators, reactors, circuit breakers, switch gear and fluorescent lighting ballasts.

- (ii) Construction materials including but not limited to paints and caulking,
  - (iii) Commercial materials including but not limited to ink, dyes, and lubricants.
  - (iv) Soaps and cleaners.
- f) By November 30, 2016, the permittee, either individually or in collaboration with other dischargers to the Spokane River, must develop and implement a public education program to educate the public about the following:
- (i) The difference between products free of PCBs and those labeled non-PCB but which contain PCBs below the TSCA regulatory threshold of 50 ppm.
  - (ii) Proper disposal of waste products that may contain PCBs including those containing PCBs below the TSCA regulatory threshold of 50 ppm and the hazards associated with improper disposal.
- g) The education program must include distribution of appropriate educational materials to the target audiences at least once per year.
- h) At least once per year, the permittee must prepare and distribute appropriate information relevant to the TMP to a newspaper(s) of general circulation within the jurisdiction(s) served by the POTW that provide(s) meaningful public notice.
- i) The permittee must make all relevant TMP documents available to the public.
2. Beginning December 20, 2016, the permittee must submit an annual report to EPA and IDEQ as an electronic attachment to a DMR. Each annual report must contain the following information:
- a) Monitoring results for PCBs and 2,3,7,8 TCDD for the previous 12-month period, including laboratory data sheets.
  - b) Copies of education materials, ordinances (or other regulatory mechanisms), inventories, guidance materials, or other products produced as part of the TMP.
  - c) A description and schedule for implementation of additional actions that may be necessary, based on monitoring results, to ensure compliance with applicable water quality standards.
  - d) A summary of the actions the permittee plans to undertake to reduce discharges of PCBs and 2,3,7,8 TCDD during the next reporting cycle.
  - e) A summary of the actions taken to reduce discharges of PCBs and 2,3,7,8 TCDD during the previous 12-month period.

**AGREEMENT**

**FOR**

**PROFESSIONAL SERVICES**

**between**

**CITY OF COEUR D'ALENE**

**and**

**HDR ENGINEERING, INC.**

**for**

**TECHINCAL SUPPORT FOR PCB AND 2,3,7,8 TCDD TOXICS MANAGEMENT PLAN**

THIS AGREEMENT, made and entered into this \_\_\_ day of November, 2014, 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."

**W I T N E S S E T H:**

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

WHEREAS, the City has received an updated NPDES discharge permit that requires management of polychlorinated biphenyls and 2,3,7,8 TCDD;

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. The City shall indemnify and hold harmless the Consultant and Consultant's subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.

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

**Section 18. Jurisdiction; Choice of Law.** Any civil action arising from this agreement shall be brought in the state or federal court encompassing 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 to the extent caused by and 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 to the extent caused by and 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 to the extent caused by and 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

\_\_\_\_\_  
Name / Title

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this 18<sup>th</sup> day of November, 2014, 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 November, 2014, before me, a Notary Public, personally appeared **Kate Eldridge and \_\_\_\_\_**, known to me to be the Vice President and \_\_\_\_\_, of **HDR Engineering, Inc.**, and the persons who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



## EXHIBIT A

### CITY OF COEUR D'ALENE

#### TECHNICAL SUPPORT FOR PCB AND 2,3,7,8 TCDD TOXICS MANAGEMENT PLAN

#### ENGINEERING SCOPE OF SERVICES, SCHEDULE, AND COMPENSATION

### Introduction

The City of Coeur d'Alene (City) is required to complete a PCB and 2,3,7,8 TCDD Toxics Management Plan (TMP) as part of its new NPDES discharge permit issued by the Environmental Protection Agency. As a part of the TMP, the City is required to monitor for PCBs and 2,3,7,8 TCDD in the treatment plant influent and effluent. The City is also required to monitor for PCBs in the surface water of the Spokane River. The goal of the TMP is to develop actions that will ultimately reduce the toxics loading to the Spokane River from the discharge of the wastewater treatment plant. The requirements for sampling, testing, reporting, and public outreach are included in the NPDES discharge permit.

This scope of services provides activities that include technical support for developing the sampling plan, analyzing the data, and drafting the TMP. Each of these tasks is described in more detail below. Upon agreed consent between the City and HDR, this contract may be extended for up to five years through the duration of the current NPDES project. A new scope of services and fee will be reviewed for each fiscal year.

### Scope of Services

#### Task 01 Project Management

**Objective:**

Manage the execution of the TMP scope of services in accordance with the proposed schedule and budget.

**Approach:**

- Monitor the scope of services, budget, and schedule; delegate task assignments and responsibilities by discipline; and coordinate issues with City staff.
- Conduct monthly conference call with the City throughout the duration of the project to review project status and action items.
- Monitor project progress including work completed, work remaining, budget expended, schedule, estimated cost of work remaining, and estimated cost at completion.
- Prepare a monthly narrative report and submit an invoice monthly for the duration of the project.
- Provide review of approach and resources being applied to the services in this task order by HDR's wastewater treatment technical director or designee.



**Assumptions:**

- Project duration will be up to 12 months as detailed in the Schedule.
- Conference calls will last up to one hour and will include up to two HDR staff.
- Quality control reviews of work activities and project deliverables are included in each task.

**City Involvement:**

- City will review and approve modifications to approach, schedule, and deliverables as appropriate.

**Deliverables:**

- Monthly progress narrative and monthly invoices (electronic .PDF, one copy per month)

## **Task 02 Toxics Management Plan Development**

**Objective:**

Assist the City in preparing a TMP to meet the requirements of the new NPDES permit.

**Approach:**

- Conduct two TMP development meetings with the City:
  - TMP Development Meeting No. 1: Discuss TMP contents, identify City priorities, and produce an outline of the TMP
    - In collaboration with City staff, formulate an outline for the TMP based on a 5-year progression of activities to satisfy the NPDES permit requirements, including those specifically for 2014 and 2015. Identify activities that the City will undertake in Year 1 and link those activities with preparation of the first Annual Report in 2016 and the anticipated activities for each subsequent year
    - Define “elimination” as it relates to PCB and 2,3,7,8 TCDD work that the City is conducting.
  - TMP Planning Meeting No. 2: Working from the TMP outline, identify activities and information sources to develop the content for inclusion in the TMP.
    - Identify responsibilities and action items for developing various TMP sections between City staff and HDR towards production of a draft plan
- Develop Toxics Management Plan, that at a minimum, addresses the mandatory parts of the NPDES permit requirements, including the following:
  - Influent/effluent monitoring for PCBs and TCDD that will be performed.
  - Spokane River monitoring and coordination with Spokane River Regional Toxics Task Force.
  - Discuss potential opportunities for investigating source control and reduction , including:
    - Probable materials and equipment sources and City material and equipment procurement changes. TMP will include discussion of investigations and planned actions for the following:
      - Pretreatment Program
      - Equipment and Materials Modifications
      - Procurement Policies



- Public Education on Toxics Management
  - Outline the plan to develop and implement a public education program that includes distributing appropriate information relevant to the TMP to a newspaper and reviewing other potential public education media.
- Include general toxics management information in the TMP, including the following:
  - Provide a general summary of potential sources, transport mechanisms, facilities, fate in the environment, and inter-related elements regarding the PCB and 2,3,7,8 TCDD sources, as required in the NPDES permit, including:
    - Wastewater collection system
    - Wastewater treatment plant
    - Surface water (Spokane River)
    - Stormwater
    - Atmospheric deposition within drainage
    - Groundwater
    - Soils
    - Industrial facilities – pretreatment program
    - Commercial land use
    - Procurement practices at the City and the wastewater treatment plant
  - Prepare a qualitative summary of the general characteristics, fate and transport, and persistence of PCBs and 2,3,7,8 TCDD.
  - Describe and rate methods for prioritizing source reduction based on pollutant concentration and load, location in the system, and ease of removal.
- Identify, compile, and draft up to three appropriate Best Management Practices for the most appropriate methods to reduce PCB reaching the sewer acceptable for city’s adoption.
- Address the City’s plans for source tracing, materials/product bans, and application of best management practices in the TMP.
  - Develop a plan for collection system sampling and source track down to inform potential control measures
  - Identify other activities that the City already conducts that could contribute to PCB and 2,3,7,8 TCDD reductions, including collection system maintenance activities, such as sewer cleaning which removes accumulated solids and other materials
  - Develop a plan for source control measures, including the permit specified elements outlined above and identify schedule target dates for inclusion in the TMP
  - Identify treatment process effectiveness and link with improvements in the tertiary membrane treatment process.

**Assumptions:**

- Each workshop will occur on one day (8 hours) in Coeur d’Alene.
- Recommendations will include potential changes in commercial and industrial sources, procurement practices, educational materials, and BMPs. The City will be responsible for implementing, monitoring, and reporting of selected actions.
- By June 20, 2015, the City must submit to EPA and IDEQ a TMP and by December 20, 2015, the City must submit written notification to EPA and IDEQ that the plan has been implemented



- Limited data will be available when the TMP is due to EPA.

**City Involvement:**

- City staff participation in 2 TMP development meetings to (1) outline the contents of the TMP; and (2) review plans for developing content for the TMP.
- City will provide background information and existing data on stormwater, groundwater, industrial facilities, and targeted commercial users to be included in the Plan.
- City will review the draft report within 10 working days and provide one, consolidated set of comments.
- City will submit the TMP to EPA and IDEQ.

**Deliverables:**

- Notes from TMP Development Meeting No. 1 (electronic .PDF file)
- Notes from TMP Planning Meeting No. 2 (electronic .PDF file)
- Draft Toxics Management Plan (electronic Word or .pdf file)
- Final Toxics Management Plan (electronic .pdf file)
- Technical memorandum summarizing cost effective BMP's

## **Task 03 Quality Assurance Project Plan**

**Objective:**

To demonstrate to EPA and DEQ that sampling and monitoring will be conducted in accordance with industry standards. This QAPP will be used as the guideline for sampling and monitoring needed to support the TMP.

**Approach:**

- Review and revise the QAPP that the City has initiated. The QAPP should include monitoring and laboratory requirements of the TMP for sampling PCBs and 2,3,7,8 TCDD within the collection system, the wastewater plant influent and effluent, receiving water, stormwater and groundwater.
  - Number of samples
  - Type of sample containers
  - Sample preservation requirements
  - Holding times
  - Analytical methods including Method 1668 and Method 8082
  - Analytical detection and quantitation limits for PCBs and 2,3,7,8 TCDD
  - Type and number of quality assurance field samples (e.g. field, equipment, and laboratory blanks)
  - Precision and accuracy requirements
  - Sample preparation requirements
  - Sample shipping methods
  - Laboratory data delivery requirements
  - Map of the sampling locations
  - Qualification and training of personnel





- Names, addresses, and telephone numbers of the laboratories used or proposed to be used
- Identify quality assurance and quality control concerns related to testing for PCBs and 2,3,7,8 TCDD in the laboratory.

**Assumptions:**

- QAPP will be developed in accordance with EPA's Requirements for Quality Assurance Project Plans and Guidance for Quality Assurance Project Plans, as required by the NPDES permit.
- QAPP from the City will be a complete draft and will not require substantial revisions. City may use the Spokane River Regional Toxics Task Force QAPP as it pertains to PCBs and 2,3,7,8 TCDD as a starting point.
- HDR's review and revision of the City's QAPP will pertain only to PCB and 2,3,7,8 TCDD monitoring.
- 40 hours of review time are estimated for this task.

**City Involvement:**

- City will provide HDR with the draft QAPP for review.
- City will address comments and provide QAPP clarification within 10 working days.
- Complete data verification, validation, and quality assessment as defined in the QAPP.
- City will submit final QAPP to DEQ and EPA by June 20, 2015 as required by the permit.

**Deliverables:**

- Revised QAPP with comments and edits in track changes using Microsoft Word.

## Task 04 Field Sampling and Training

**Objective:**

To provide support to the City in gathering samples for PCB and 2,3,7,8 TCDD laboratory analysis.

**Approach:**

- Work with the City to develop a monitoring plan for PCBs and 2,3,7,8 TCDD in the influent and effluent to the wastewater treatment plant. Address sampling of both secondary effluent and tertiary effluent (membrane filtered).
- Identify up to three sampling locations within the collection system and three sampling locations in the stormwater system for the first year of sampling.
- Work with City staff to collaborate on the development of a sampling plan, including frequency and schedule, for the sanitary sewer collection system. Coordinate this plan with the influent, effluent, and receiving water schedule specified in the NPDES permit. If possible, coordinate with stormwater sampling in the stormwater system and outfalls.
- Work with the City to prepare for the sampling required by Method 1668 for the influent, effluent, and receiving water samples in the first year.



- Complete field sampling with the City for the first sampling event by providing one experienced technician to accompany City staff in collecting samples.
- Provide on-call support for clean sampling methods for the remainder of the year.

**Assumptions:**

- One sampling expert from HDR will be on-site for one sampling event, up to three 8-hour days in Coeur d'Alene to prepare for and assist the City with the first round of PCB and 2,3,7,8 TCDD sampling.
- Further HDR involvement in sampling would result in a scope amendment.
- Sampling procedures and analysis will be based on procedures established in the Toxics Management Plan - QAPP per the NPDES permit requirements.
- Method 1668 will be used for influent, effluent, and receiving water samples, as required by the NPDES permit. Method 8082 will be used for the collection system and stormwater sampling during the first year.
- Up to 20 hours of on-call support for clean sampling will be provided over the phone during the first year of this program.
- If additional sampling or analytical equipment is required for the field sampling, the City will rent or purchase it in advance of the sampling.

**City Involvement:**

- Field sampling will be performed by City staff per the QAPP.
- City will develop and implement a Health and Safety Plan for sampling and monitoring.
- City will identify a preferred laboratory that is capable of analyzing low level PCBs and 2,3,7,8 TCDD. Consideration will be given to using the same laboratory as the Spokane River Regional Toxics Task Force.

**Deliverables:**

- No deliverables associated with this task.

## **Task 05 Data Analysis**

**Objective:**

Compile the Year 1 monitoring data for PCB and 2,3,7,8 TCDD for review and analysis. Develop recommendations for follow-up work in Year 2 and subsequent years for further PCB source tracing and to inform plans for toxics reduction.

**Approach:**

- Data analysis will include:
  - Prepare data summary, including the following:
    - Summarize total PCB and 2,3,7,8 TCDD concentrations and basic statistics (mean, minimum, maximum, standard deviation) based on the data available for influent, effluent, and collection system samples.
    - Summarize PCB and 2,3,7,8 TCDD patterns in samples by congener concentrations.



- Calculate Percent removal at the wastewater treatment plant for secondary effluent and tertiary filtered effluent.
- Review potential influent and effluent trends.
- Identify high concentrations within the collection system.
- Review stormwater data on PCB and 2,3,7,8 TCDD to assess loadings to surface water.
- Assess the potential for further source investigation and track-down sampling to inform activities for the Year 2 program.
- Results will be summarized in a short memo for the City. The memo will become part of the first Annual Report, which is due to EPA and IDEQ in November 2016.

**Assumptions:**

- Data summary and analysis will include influent, effluent and receiving water monitoring (every other month), and collection system and stormwater monitoring (four times in the first year at three locations).

**City Involvement:**

- Provide all laboratory data sheets to HDR with the monthly wastewater spreadsheet.
- Complete data verification, validation, and quality assessment as defined in the QAPP.
- Review Draft Data Summary Technical Memorandum and provide one set of consolidated comments within 10 working days.

**Deliverables:**

- Draft Data Summary Technical Memorandum (electronic Word format)
- Final Data Summary Technical Memorandum (electronic .PDF format)

## **Task 06 Public Education**

**Objective:**

To support the development of public education and outreach materials and draft city ordinances that meet permit requirements.

Section II.1.f) of the NPDES permit requires the City to develop and implement a public education program by November 30, 2016. Section II.1.h) requires the City to prepare and distribute appropriate information relevant to the TMP to a newspaper at least once per year.

Section II.1. e) of the NPDES permit requires the City to change procurement practices to control and minimize the future use of toxics, including preferential use of PCB free substitutes.

**Approach:**

- Review City-drafted PCB and 2,3,7,8 TCDD-free policy for city-procured materials.
- Develop graphics and draft content that can be used in public outreach materials such as newspaper press releases, bill stuffers or web-content.



**Assumptions:**

- Draft content will be created for a one-page document, such as a flyer or bill stuffer. The content can be used for website content.
- This scope does not include development of ordinance language by HDR.

**City Involvement:**

- Provide draft PCB-free materials policy.
- Review graphics (public education) content and layout and provide one set of consolidated comments in 10 business days.

**Deliverables:**

- Draft graphics content (electronic file)
- Final graphics content (electronic file)



## PROJECT SCHEDULE

### Technical Support for the PCB and 2,3,7,8 TCDD Toxics Management Plan

The project schedule for performing the task order is as follows:

<b>Task</b>	<b>Schedule</b> (NTP November 18, 2014) <sup>1</sup>
Task 01 - Project Management	Project Duration
Task 02 - Toxics Management Plan Development	Due May 30, 2015
Task 03 - Quality Assurance Project Plan	Due January 30, 2015
Task 04 - Field Sampling and Training	Project Duration
Task 05 - Data Analysis	Project Duration
Task 06 - Public Education	Project Duration

1) This schedule is based upon an assumed notice to proceed of November 19, 2014. If the notice to proceed is delayed, the project schedule will shift the corresponding number of calendar days.



## COMPENSATION

Consultant's total compensation for professional services provided pursuant to this agreement, including labor and overhead costs and expenses, subconsultant compensation, subconsultant markup, and Consultants fixed fee of \$9,980, shall not exceed \$98,577 without written authorization by the City.

Task	Budget
Task 01 - Project Management	\$11,737
Task 02 - Toxics Management Plan Development	\$38,720
Task 03 - Quality Assurance Project Plan	\$4,014
Task 04 - Field Sampling and Training	\$21,261
Task 05 - Data Analysis	\$15,362
Task 06 - Public Education	\$7,483
<b>TOTAL</b>	<b>\$98,577</b>

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

### EXHIBIT B

#### CITY OF COEUR D'ALENE

#### TECHNICAL SUPPORT FOR PCB AND 2,3,7,8 TCDD TOXICS MANAGEMENT PLAN

## COMPENSATION SCHEDULE

	HDR DIRECT LABOR	HDR INDIRECT LABOR	HDR TOTAL LABOR	EXPENSES	HDR FIXED FEE	SUB-CONSULT. MARK-UP	HDR NFE	SUB-CONSULT.	TOTAL
Task 1 - Project Management	\$ 3,694.57	\$ 6,465.50	\$ 10,160.07	\$ 357.10	\$ 1,219.21	\$ -	\$ 11,736.38	\$ -	\$ 11,736.38
Task 2 - Toxics Management Plan	\$ 11,637.29	\$ 20,365.25	\$ 32,002.54	\$ 2,877.00	\$ 3,840.30	\$ -	\$ 38,719.85	\$ -	\$ 38,719.85
Task 3 - Review QAPP	\$ 1,255.20	\$ 2,196.60	\$ 3,451.80	\$ 148.00	\$ 414.22	\$ -	\$ 4,014.02	\$ -	\$ 4,014.02
Task 4 - Field Sampling and Training	\$ 6,431.24	\$ 11,254.68	\$ 17,685.92	\$ 1,453.20	\$ 2,122.31	\$ -	\$ 21,261.43	\$ -	\$ 21,261.43
Task 5 - Data Analysis	\$ 4,852.99	\$ 8,492.73	\$ 13,345.72	\$ 414.40	\$ 1,601.49	\$ -	\$ 15,361.61	\$ -	\$ 15,361.61
Task 6 - Public Ed and Ordinances	\$ 2,372.03	\$ 4,151.05	\$ 6,523.08	\$ 177.60	\$ 782.77	\$ -	\$ 7,483.45	\$ -	\$ 7,483.45
	\$ 30,243.32	\$ 52,925.81	\$ 83,169.13	\$ 5,427.30	\$ 9,980.30	\$ -	\$ 98,576.72	\$ -	\$ 98,576.72



# Coeur d'Alene Police Department

*Protect and Serve with Excellence*

3818 SCHREIBER WAY  
COEUR D'ALENE, IDAHO 83815  
(208) 769-2321  
www.cdapolice.org

## GENERAL SERVICES COMMITTEE STAFF REPORT

**DATE:** November 5, 2014

**FROM:** Captain Steve Childers  
Equipment Specialist Tony Woltz

**SUBJECT:** Request authorization to purchase six (6) replacement vehicles for Patrol Division

### **Decision Point**

Should the City Council authorize the purchase six (6) Patrol vehicles as listed in the Financial Plan Fiscal Year 2014-2015.

### **History**

Six (6) new replacement Patrol vehicles were approved in the Financial Plan Fiscal Year 2014-2015. On November 5, 2014, quotes were obtained for one (1) car with a minimum 3.7 liter displacement engine, one (1) Sport Utility Vehicle (SUV) with a 3.7 liter displacement engine, and four (4) cars with a minimum 3.6 liter displacement engine. The quote received from Lake City Ford for the 3.7 liter sedan in the amount of \$26,197.00 is \$103.00 less than the Idaho State contractor quote. The quote received from Lake City Ford for the 3.7 liter SUV in the amount of \$27,907.00 is \$193.00 less than the Idaho State contractor quote. The quote received from Knudtsen Chevrolet for the 3.6 liter sedans in the amount of \$21,157.00 per car is \$1.12 less than the Idaho State contractor quote. The quotes were reviewed and found to meet department specifications.

### **Financial Impact**

The Financial Plan Fiscal Year 2014-2015 has allocated a total of \$268,709.00 for six (6) Patrol vehicles to include the purchase and equipping of these vehicles. The quote from Lake City Ford was \$26,197.00 for the sedan and \$27,907.00 for the SUV for a total of \$54,104.00 for both vehicles. The quote from Knudtsen Chevrolet was \$21,157.00 per vehicle for a total of \$84,628 for four (4) sedans. The total of all six (6) vehicles is \$138,732.00, \$2,988.00 less than the budgeted line item of \$141,720.00, for the purchase of the vehicles.

### **Performance Analysis**

The patrol vehicles are used for a variety of patrol functions. These vehicles obtain a high amount of mileage being used in traffic and patrol-related enforcement. The line patrol vehicles run on a 24-hour, 7-days-a-week basis.

### **Decision Point/Recommendation**

Authorization to purchase, four (4) Patrol sedans from Knudtsen Chevrolet, one (1) Patrol sedan and one (1) Patrol SUV from Lake City Ford.

# ANNOUNCEMENTS



# Memo to Council

DATE: November 7, 2014

RE: Appointments to Boards/Commissions/Committees

The following appointment is presented for your consideration for the November 18th Council Meeting:

SARAH JANZEN                      CHILDCARE COMMISSION  
(Student Representative)

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

Sincerely,

Amy Ferguson  
Executive Assistant

cc:     Renata McLeod, Municipal Services Director  
       Kathy Lewis, Childcare Commission Liaison

OTHER COMMITTEE MINUTES  
(Requiring Council Action)

**November 10, 2014**  
**PUBLIC WORKS COMMITTEE**  
**MINUTES**  
**4:00 p.m., Library Community Room**

**COMMITTEE MEMBERS PRESENT**

Councilmember Woody McEvers  
Councilmember Kiki Miller

**STAFF PRESENT**

Amy Ferguson, Executive Assistant  
Tim Martin, Street Superintendent  
Mike Becker, WW Utility Proj. Mgr.  
Jim Remitz, WW Capital Program Mgr.

**Item 1            2014 – 2015 Snow Plan**  
**Agenda Item**

Tim Martin, Street Superintendent, presented a request for Council approval of the 2014-2015 Snow Plan. Mr. Martin explained in his staff report that each year the city has published a snow plan that outlines the policies, priorities, and operational procedures for the Street Maintenance Department to follow in responding to snow emergencies. The overall objective is to continue to provide the citizens with “State of the Art” plow operations and provide unrestricted road surfaces. As the city continues to grow and more streets are expended the citywide plowing completion target will again be 38 hours. Changes for this year’s snow plan include added new and/or extended streets, new subdivisions and cul-de-sacs, subtle changes in the downtown Business District snow plowing, and deletion of the Assistant Superintendent.

Mr. Martin said that their goal is to be very aggressive on the arterial plowing. He also noted that two sledding hills are still in the Snow Plan – the one off of Boyd, and the one south of Sherman in the Lost & Dollar area. He will make a presentation to the full council at the next council meeting.

**MOTION: Motion by Miller, seconded by McEvers to recommend that Council approve the 2014-2015 Snow Plan. Motion carried.**

**Item 2            Agreement for Professional Engineering Services with J-U-B Engineers, Inc.**  
**Consent Calendar**

Mike Becker, Wastewater Utility Project Manager, presented a request for council authorization of an agreement with J-U-B Engineers, Inc. for professional engineering services for the 2014/2015 Wastewater Collection System Capital Improvement Projects (CIP) at a cost of \$201,800 with additional services to be determined as field data substantiates.

Mr. Becker explained in his staff report that each year and in conformance to the Wastewater Collection System Master Plan, the Wastewater (WW) Utility budgets and prioritizes replacement or rehabilitation of the City’s aging sewer infrastructure. This requires the services of a Consultant and in 2013 the WW solicited proposals from local firms. J-U-B Engineers, Inc. received the highest proposal score and was selected to assist the WW in last year’s CIP projects. FY 2014-2015 is a continuation of services stemming from the same Request for Proposals. This year, the scope of work has increased with the structural deterioration of an extra deep manhole over two major interceptors.

Mr. Becker noted that there are currently 206 miles of wastewater infrastructure. While there is suitable weather right now they want to move forward with as much field work as possible before the snow starts falling.

The Wastewater Utility has \$1.5 million budgeted for the projects for this fiscal year. J-U-B has been doing these kinds of project for the City to the satisfaction of the Wastewater Department since 2008 and the department feels that they can continue to provide them with a level of service and responsiveness that the City requires.

Councilmember Miller asked for clarification about professional services agreements needing to go out to bid. Mr. Becker said that in many cases, they don't have to go out to bid, but in this case they did a Request for Proposals last year to make sure that there are no other engineering firms that are qualified. J-U-B was selected out of four proposals that were submitted to the city. Mr. Becker clarified that this is actually a continuation of last year's agreement and that they try to stay a year ahead and by doing so they are able to continue the project in the process of keeping last year's design to be implemented in this year's project, etc. This will also trigger next year's project as well. He noted that they look for problem areas in the City discovered through video documentation as well as rate payer complaints.

Mr. Becker explained that the department prioritizes the different portions of the sewer infrastructure based on what is needed to minimize expenses for the City for rehabilitation or to temporarily fix a section of the pipeline. If a section requires two or three service calls, they prioritize it higher on the category which allows them to put it on their list of rehabilitated projects.

Councilmember McEvers asked if the rehabilitation projects ever end. Mr. Becker said that J-U-B was asked about two months ago to ascertain how the City is doing in correlation to what it established as its master plan. In 22 years, the City will have all of the aging infrastructure brought up to current standards. PVC pipe has a projected 100 year life and by doing some of these projects, the City is extending the life of the infrastructure another 100 years.

Mr. Becker explained that regular pipes are made out of clay and concrete and when they utilized the cured-in-place-pipe process, they line the pipe with PVC pipe and it will last another 100 years. It is a great process and last year they received record low bids and were able to do an additional two miles of pipe and still stay within budget. They are hoping for the same thing this year.

**MOTION: Motion by Miller, seconded by McEvers, to recommend that Council approve Resolution No. 14-\_\_\_ authorizing an agreement with J-U-B Engineers, Inc. for professional engineering services for the 2014/2015 Wastewater Collection System Capital Improvement Projects (CIP) at a cost of \$201,800, with additional services to be determined as field data substantiates. Motion carried.**

**Item 3            2015 Technical Support for Toxics Management Plan Professional Services Agreement**  
**Consent Calendar**

Jim Remitz, Capital Program Manager, presented a request for council authorization to enter into a Professional Services Agreement with HDR Engineers, Inc. to provide technical assistance in the development and implementation of a 2015 Toxics Management Plan.

Mr. Remitz explained his staff report that the City of Coeur d'Alene was issued a new National Pollutant Discharge Elimination System (NPDES) Permit on September 30, 2014 for the discharge of treated wastewater effluent into the Spokane River by the U.S. Environmental Protection Agency (EPA). The permit requires that the City of Coeur d'Alene submit a Toxics Management Plan (TMP) by June 20, 2015 and implement the TMP by December 20, 2015. The TMP will include a variety of sampling and

monitoring efforts, development of best management practices and creation of a public education program with a goal to reduce toxics (PCBs) loadings to the Spokane River to the maximum extent practicable. The Coeur d'Alene Wastewater Utility has concluded that it will need technical assistance in order to meet the requirements and timeframes for the development and implementation of the TMP required by the permit. Consultant statements of qualifications were solicited using an advertised Request for Qualifications. A selection committee evaluated and scored the statements of qualifications submitted and selected HDR Engineering.

The total amount of the contract would be \$98,577. Mr. Remitz confirmed that the cost was expected as they knew from the draft permit that the City received that they were going to have to do a toxics management plan and they included the money in their budget for technical assistance and support. Mr. Remitz also clarified that they did a Request for Qualifications and had a selection committee evaluate the two statements of qualifications that were received, with HDR Engineers being selected.

**MOTION: Motion by Miller, seconded by McEvers, to recommend that Council approve Resolution No. 14-\_\_\_, authorizing a Professional Services Agreement with HDR Engineers, Inc. to provide technical assistance in the development and implementation of a 2015 Toxics Management Plan.**

The meeting adjourned at 4:15 p.m.

Respectfully submitted,

Amy C. Ferguson  
Public Works Committee Liaison

## **GENERAL SERVICES COMMITTEE STAFF REPORT**

**DATE:** November 10, 2014  
**FROM:** Tim Martin, Street Superintendent  
**SUBJECT:** 2014- 2015 SNOW PLAN

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### **DECISION POINT:**

Staff requests Council approval of the 2014- 2015 Snow Plan.

### **HISTORY/BACKGROUND:**

Each year, the City has published a snow plan that outlines the policies, priorities and operational procedures for the Street Maintenance Department to follow in responding to snow emergencies. As in previous years, the proposed (draft) 2014- 2015 Snow Plan summary will be made available at the Council Mail Room, Coeur d'Alene Police and Fire Departments and at the Street Maintenance Department office.

### **FINANCIAL ANALYSIS:**

The proposed Snow Plan update is an annual "housekeeping" action that requires between 5 to 10 hours of staff time and printing costs of approximately \$150.00. Citizens and staff mutually benefit from a clear understanding of city snow removal policies and responsibilities. The Council's snow removal policies are recorded in the Snow Plan and distributed in various forms such as pamphlets, newspaper articles and made available on the city website. The Snow Plan is one the department's means of educating the public on city snow removal policies.

### **PERFORMANCE ANALYSIS:**

The majority of the policies and procedures outlined in the previous years' Snow Plan are still considered relevant and are proposed to be continued out as routine operations this year. The overall objective is to continue to provide the citizens with "State of the Art" plow operations and provide unrestricted road surfaces. As the city continues to grow and more streets are extended the citywide plowing completion target will again be 38 hours.

Changes and reminders for the 2014- 2015 snow plan are summarized below:

- Added new and/or extended streets, new subdivisions and cul-de-sacs.
- Subtle changes in the downtown Business District snow plowing.
- Deleted Assistant Superintendent

### **DECISION POINT/RECOMMENDATION:**

Staff requests Council approval of the 2014- 2015 Snow Plan.

OTHER BUSINESS

RESOLUTION NO. 14-049

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO DIRECTING STAFF MEMBERS TO CONSIDER MAXIMIZING PUBLIC RIVERFRONT PROPERTY, PROTECTION OF THE RIVERFRONT AND PROVIDING COMPREHENSIVE PLANNING OF THE SPOKANE RIVER CORRIDOR FROM RIVERSTONE TO HUETTER ROAD.

WHEREAS the development of the Spokane River Corridor from Riverstone to Huetter Road will be crucial to the future identity of the City of Coeur d'Alene and deserves careful coordinated planning; and

WHEREAS the public has expressed in numerous studies the desire for more “waterfront access”; and

WHEREAS the City has recognized the importance of waterfront protection by adopting a Shoreline Protective Ordinance; and

WHEREAS the City is working to acquire the BNSF right of way that runs through the Spokane River Corridor; NOW THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that all city staff and staff actions regarding the Spokane River Corridor should consider maximizing the public acquisition of riverfront property, protecting the riverfront and providing comprehensive planning for this corridor.

DATED this 18<sup>th</sup> day of November 2014.

\_\_\_\_\_  
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 \_\_\_\_\_.

## STAFF REPORT

**DATE:** November 12, 2014  
**FROM:** Mike Gridley – City Attorney  
**SUBJECT:** Approval of Purchase and Sale Agreement for BNSF Railroad property

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### **DECISION POINT:**

Should the city council approve the Purchase and Sale Agreement (PSA) for the BNSF property in Coeur d'Alene?

### **HISTORY:**

On July 15, 2014 city council authorized the purchase of the BNSF Railroad property in Coeur d'Alene for \$2,500,000. Since that time representatives of BNSF, LCDC and the City have negotiated the terms of the attached PSA. If approved, the PSA will allow the City and LCDC fifty (50) days to review the title, survey and environmental reports concerning the property. If everything checks out as anticipated the City and LCDC would close on the purchase of the property on or before January 21, 2015. A 10% earnest money payment (\$250,000) will be required at the time of signing the PSA.

### **FINANCIAL ANALYSIS:**

The purchase price for the land is \$2,500,000. LCDC has agreed to pay \$1,483,727 for the land in the River and Lake Districts. The City will pay \$1,016,273 for the land between the two LCDC districts. The City will need to pay to BNSF earnest money in the amount of \$101,627 upon execution of the PSA. The earnest money will be applied to the purchase price at the time of closing or will be refunded if the purchase does not close.

### **PERFORMANCE ANALYSIS:**

The acquisition of this railroad property has been discussed for many years. Approval of the PSA is the next step towards completing the acquisition.

### **DECISION POINT/RECOMMENDATION:**

It is recommended that the city council approve the PSA for the BNSF Railroad property.

RESOLUTION NO. 14-050

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A BNSF RAILWAY COMPANY REAL ESTATE PURCHASE AND SALE AGREEMENT.

WHEREAS, the City Attorney has recommended that the City of Coeur d'Alene enter into a BNSF Railway Company Real Estate Purchase and Sale Agreement, 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 BNSF Railway Company Real Estate Purchase and Sale Agreement, 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 18<sup>th</sup> day of November, 2014.

\_\_\_\_\_  
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 \_\_\_\_\_.

## BNSF RAILWAY COMPANY

### REAL ESTATE PURCHASE AND SALE AGREEMENT

This Real Estate Purchase and Sale Agreement (“**Agreement**”) is entered into as of the Effective Date (defined below) between the city of Coeur d’Alene, Idaho and the Coeur d’Alene Urban Renewal Agency a/k/a Lake City Development Corporation (“**Buyer**”) and **BNSF RAILWAY COMPANY** (“**Seller**”). This Agreement shall not be binding upon either party unless and until all parties have executed and delivered this Agreement. The submission of this document by Seller to Buyer shall not constitute an offer to sell by Seller.

In consideration of the mutual covenants set forth in this Agreement and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

#### GENERAL TERMS AND DEFINITIONS

1. The following terms shall have the meanings set forth below:

Closing. The consummation of the transaction contemplated by this Agreement, which shall be deemed to have occurred when all parties have delivered the items contemplated in Section 4 of this Agreement.

Closing Date Notwithstanding, anything herein, this sale shall close on or before January 21, 2015. Seller shall have the right to extend the closing up to ninety (90) days, at Seller’s sole judgment.

Earnest Money The cash sum of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) made payable to The Bank of New York Mellon.

Effective Date The date of Seller’s execution of this Agreement as indicated below Seller’s signature hereto.

Property That parcel of land situated in or near the City of Coeur d’Alene, County of Kootenai and State of Idaho, shown hatched black on map marked Exhibit A dated July 2, 2009, REV Nov. 6, 2014 attached hereto and made a part hereof, subject to revision as set forth below in Section 3.

Purchase Price The sum of Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00).

Review Period The period commencing on the Effective Date and expiring at 5:00 p.m. central time on the date that is fifty (50) days after the Effective Date.

#### PURCHASE AND SALE

2. (a) Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase and accept from Seller, for the Purchase Price, all of Seller’s right, title and interest (if any), in and to the Property.

(b) Seller may assign its rights (but not its obligations) under this Agreement to Goldfinch Exchange Company LLC, (Goldfinch) an exchange intermediary, in order for Seller to effect an exchange under Section 1031 of the Internal Revenue Code. In such event, Seller shall provide Buyer with a Notice of Assignment, attached as Exhibit B, and Buyer shall execute an acknowledgement of receipt of such notice. Buyer may also assign its rights (but not its obligations) under this Agreement to an exchange intermediary in order for Buyer to effect an exchange under Section 1031 of the Internal of Revenue Code.

(c) Upon submission by Buyer to Seller of this Agreement signed by Buyer, Buyer shall deposit the Earnest Money with Goldfinch as escrow agent. Goldfinch shall hold the Earnest Money in escrow pursuant to the terms and conditions of this Agreement. The Earnest Money shall be refunded to Buyer if this Agreement is not executed and delivered by Seller within forty five (45) days after the date Buyer delivers this agreement fully executed by Buyer and deposits the Earnest Money. Buyer shall not be entitled to any interest on the Earnest Money held by Goldfinch pursuant to this Agreement. Buyer acknowledges that receipt by Goldfinch of the Earnest Money shall not constitute acceptance of this Agreement or Buyer's offer provided, however, that Goldfinch shall return the Earnest Money to Buyer if Seller does not execute and deliver this Agreement within forty-five (45) days after Buyer deposits the Earnest Money. Goldfinch shall deliver the Earnest Money to the party entitled thereto pursuant to this Agreement, provided, however if there is a dispute between Buyer and Seller as to who is so entitled, Goldfinch may deposit the Earnest Money with a court of competent jurisdiction pending resolution of such dispute.

(d) The balance of the Purchase Price shall be paid at Closing as provided below.

## INSPECTION

3. (a) Buyer shall, at Buyer's sole cost and expense, cause to be prepared a survey of the Property certified to Seller, Buyer and such other parties as Buyer may choose showing the boundaries of the Property and any improvements located thereon (the "**Survey**"). Said Survey shall be delivered to Seller no later than thirty (30) days prior to the Closing Date. Seller shall have the right to require Buyer to make changes to the Survey to accurately describe the Property. If Seller does not agree that the description of the Property contained on the Survey is the Property Seller wishes to sell or otherwise objects to the Survey then Seller may terminate this Agreement by written notice to Buyer in which case the Earnest Money shall be refunded to Buyer and neither party shall have any further obligation hereunder except those that expressly survive termination. If Seller agrees in writing that the Survey description is accurate then the description thereon shall be the definition of the Property for all purposes under this Agreement. In the event a city, county, or other governing authority where the Property is located (a "**Municipality**") requires a survey or plat to convey the Property (a "**Plat**"), the Buyer shall obtain, at Buyer's sole cost and expense, such Plat and the approval of such Municipality. Seller's obligations hereunder are conditioned upon Seller's approval of the Plat approved by the Municipality. Buyer shall provide the proposed Plat to Seller prior to submission to the Municipality and prior to the expiration of the Review Period.

(b) Buyer shall have until the end of the Review Period to examine title to the Property. If Buyer elects to obtain a title commitment for the Property Buyer may deliver to Seller no later than the expiration of the Review Period written notice of any objections to the status of title or matters reflected on the Survey that Buyer may have together with a copy of such title commitment, Survey and all matters referenced therein. Seller shall have no obligation to cure any such objection. If Seller notifies Buyer in writing that Seller will cure any such objection Seller (a) shall make good faith efforts to cure such matter by the Closing Date and if not cured by such date Buyer may terminate this Agreement in which case the Earnest Money shall be refunded to Buyer and neither party shall have any further obligation hereunder except those that

expressly survive termination, and (b) may effect such cure by causing the title company issuing the title commitment to remove such matter as an exception from coverage by paying additional premium therefor or otherwise. If Seller at any time notifies Buyer in writing that Seller is not willing or able to cure any of the such objections (including those which Seller has previously endeavored to cure) then Buyer or Seller may terminate this Agreement by written notice to the other delivered within five (5) days after Seller so notifies Buyer that Seller is unwilling or unable to cure such objection. In the event of such termination, the Earnest Money shall be refunded to Buyer and neither party shall have any further obligation hereunder except those that expressly survive termination. If this Agreement is not so terminated, the parties shall proceed to Closing according to the remaining provisions of this Agreement.

(c) Prior to any entry upon the Property by Buyer, the surveyor preparing the Survey or other individuals on behalf of Buyer, Buyer shall execute and deliver to Seller an Entry and Confidentiality Agreement in the form attached hereto as Exhibit C and incorporated herein (the “**Entry Agreement**”). The terms and provisions of the Entry Agreement are incorporated herein, shall survive the Closing, shall not be merged into the Deed or any document delivered at Closing and shall survive any termination of this Agreement. Any breach by Buyer of its obligations under the Entry Agreement shall be deemed a breach by Buyer under this Agreement. Notwithstanding anything in this Agreement to the contrary, including the provisions of Section 6(a), nothing in this Agreement or the exercise of any remedy by Seller under this Agreement shall limit or affect in any manner any remedy available to Seller under the Entry Agreement in the event of a breach of Buyer’s obligations under the Entry Agreement.

(d) Buyer shall have until the end of the Review Period to determine if the Property is suitable for Buyer’s purposes including, but not limited to, the status of zoning, physical characteristics and conditions of the Property, and compliance with applicable laws. If Buyer determines that the Property is not suitable for Buyer’s purposes or if Buyer for any reason or no reason wishes to terminate this Agreement, Buyer may terminate this Agreement by written notice to Seller received no later than the expiration of the Review Period. If Buyer does so terminate this Agreement, the Earnest Money shall be refunded to Buyer, less \$100.00 which shall be retained by Seller as independent consideration for this termination option, and neither party shall have any further obligation hereunder except those that expressly survive termination. If Buyer does not so terminate this Agreement prior to the end of the Review Period, the parties shall proceed to Closing according to the remaining provisions of this Agreement. Promptly upon Seller’s written request, Buyer shall deliver a copy of any written inspection report, survey or test result received by Buyer. If any of such items reveal any adverse conditions, Seller may terminate this Agreement by written notice to Buyer in which case the Earnest Money shall be refunded to Buyer and neither party shall have any further obligation hereunder except those that expressly survive termination.

(e) Notwithstanding the foregoing provisions of Section 3(b), Buyer shall not be entitled to object to any judgment against Seller which may appear of record as a lien against the Property. Seller shall pay such lien if and when it is judicially determined to be valid, and Seller hereby indemnifies the Buyer for all loss arising out of Seller’s failure to have a judgment lien so settled and satisfied.

(f) Notwithstanding the foregoing provisions of Section 3(b), Buyer shall not be entitled to object to the lien of any of Seller’s mortgages. Seller shall deliver to Buyer, who shall place of record, good and sufficient releases of the liens of any mortgages on the Property securing indebtedness to which Seller is obligated to pay within one hundred eighty (180) days after the first meeting of Seller’s Board of Directors held after the Closing. In the event Seller shall be unable to obtain said releases for any reason, Seller shall have the right to repurchase the Property from Buyer for the Purchase Price and Buyer shall reconvey the Property to Seller free and clear of defects or objections arising after the Effective Date upon which this Agreement shall terminate and neither party shall have any further rights or obligations hereunder except those that expressly survive termination.

## CLOSING

4. (a) Subject to the terms of this Agreement, the Closing shall occur on the Closing Date. On or before the Closing Date Buyer shall (1) pay the Purchase Price, less the Earnest Money to Seller in cash, by certified check made payable to The Bank of New York Mellon Trust Company, N.A. or by wire transfer to Seller's account as designated by Seller and the Earnest Money shall become the property of Seller and no longer subject to the terms of this Agreement and (2) such other affidavits or certificates as is reasonably necessary or customary to consummate the transaction. After Buyer has delivered the foregoing items, Seller shall deliver to Buyer (1) a Quitclaim Deed in recordable form, subject to all matters of record and restating the exceptions and reservations set forth in Section 8 (the "**Deed**") conveying to Buyer Seller's interest, if any, in and to the Property, (2) counterparts of the Exchange Assignment, and (3) such other affidavits and certificates as is reasonably necessary or customary to consummate the transaction in form and substance acceptable to Seller.

## PRORATIONS AND CLOSING COSTS

5. (a) Real estate taxes and assessments payable or paid in the year of Closing shall be prorated by Seller and Buyer as of the Closing Date on the basis of the most recent ascertainable taxes assessed against the Property. If the Property is not separately assessed for tax purposes then there shall be no proration of taxes between Buyer and Seller, the parties shall cooperate post-Closing to cause the Property to be separately assessed and each party shall indemnify the other for any failure to pay real estate taxes and assessments due with respect to the properties constituting the tax parcel to which the Property is a part. Notwithstanding the foregoing, there shall be no proration for taxes to the extent the payment of same has been assumed by a tenant under an existing lease to be assigned to Buyer. All outstanding assessments on the Property levied or due in the year of Closing and afterward shall be paid by Buyer.

(b) The parties shall cooperate so that utilities serving the Property that are not the responsibility of a tenant under a lease to be assigned to Buyer at Closing, to the extent feasible, shall be switched into the name of Buyer as of the Closing Date, so that a final statement can be issued to Seller for the billing period ending on the Closing Date, and so that the first day of the first billing cycle in Buyer's name can begin on the Closing Date. If, however, the final statement covering the final period of ownership by Seller also includes periods of ownership by Buyer, Buyer shall pay Seller at Closing the amount attributable to Buyer's period of ownership. Buyer shall be responsible to pay all utilities serving the Property due after Closing.

(c) Buyer shall pay all closing costs associated with Closing including, but not limited to, any escrow fees, documentary stamps and other recording costs associated with this transaction, excise taxes, the cost of any state, county or local transfer taxes, the cost of the Survey, and the costs associated with any title insurance obtained by Buyer.

(d) If any real estate broker or agent can establish a valid claim for commission or other compensation as a result of Buyer having used their services in connection with the purchase of the Property, all such commission or other compensation shall be paid by Buyer. Seller shall not be liable for any real estate commissions or finders fees to any party with respect to the sale of the Property, except amounts due to Jones Lang LaSalle Brokerage Inc. ("**Broker**") pursuant to a separate agreement. Buyer acknowledges that Broker has advised, and hereby advises, Buyer that the Broker is acting as on behalf of the Seller, with the duty to represent Seller's interest, and Broker is not the agent of the Buyer. If a policy of title insurance is to be obtained, Buyer should obtain a commitment for title insurance which should be examined prior to closing by an attorney of Buyer's choice. Prior to the execution of this Agreement, Broker has advised and hereby advises the principals of this transaction, that this Agreement is binding on



them, and the principals hereby acknowledge that they have been so advised. Broker has no authority to execute any document on behalf of Seller, make representations on behalf of Seller or bind Seller in any manner.

(e) The obligations of the parties in this Section 5, to the extent incurred, shall survive any termination of this Agreement.

## DEFAULT AND REMEDIES

6. (a) In the event of a default by Buyer under the terms of this Agreement, Seller's sole and exclusive remedies shall be: (a) terminate this Agreement whereupon the parties shall have no further obligations hereunder except those that expressly survive termination, or (b) waive such default and proceed Closing, or (c) obtain specific performance of this Agreement. If Seller terminates this Agreement as provided in the previous sentence Seller shall be entitled to retain the Earnest Money. Notwithstanding the foregoing, nothing contained herein shall waive or diminish any right or remedy Seller may have at law or in equity for Buyer's default or breach of any obligation hereunder to be performed by Buyer after Closing. It is hereby agreed that Seller's damages in the event of a default by Buyer hereunder are uncertain and difficult to ascertain, and that the Earnest Money constitutes a reasonable liquidation of such damages and is intended not as a penalty, but as liquidated damages.

(b) In the event of a default by Seller under the terms of this Agreement, Buyer's sole and exclusive remedies hereunder shall be to terminate this Agreement and receive a refund of the Earnest Money plus an additional amount from Seller not to exceed ten percent of the Purchase Price equal to the out-of-pocket expenses (including attorneys' fees) incurred by Buyer in connection with this Agreement as evidenced by copies of third party invoices delivered to Seller. Upon such termination and the payment of such sums by Seller the parties shall have no further obligations hereunder except those that expressly survive termination. Notwithstanding the foregoing, nothing contained herein shall waive or diminish any right or remedy Buyer may have at law or in equity for Seller's default or breach of any obligation hereunder to be performed by Seller after Closing.

## NATURE OF SALE

7. (a) Buyer has been allowed to make an inspection of the Property. **BUYER IS PURCHASING THE PROPERTY ON AN "AS-IS WITH ALL FAULTS" BASIS WITH ANY AND ALL PATENT AND LATENT DEFECTS, INCLUDING THOSE RELATING TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY, AND IS NOT RELYING ON ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER FROM SELLER AS TO ANY MATTERS CONCERNING THE PROPERTY**, including, but not limited to the physical condition of the Property; zoning status; tax consequences of this transaction; utilities; operating history or projections or valuation; compliance by the Property with Environmental Laws (defined below) or other laws, statutes, ordinances, decrees, regulations and other requirements applicable to the Property; the presence of any Hazardous Substances (defined below), wetlands, asbestos, lead, lead-based paint or other lead containing structures, urea formaldehyde, or other environmentally sensitive building materials in, on, under, or in proximity to the Property; the condition or existence of any of the above ground or underground structures or improvements, including tanks and transformers in, on or under the Property; the condition of title to the Property, and the leases, easements, permits, orders, licenses, or other agreements, affecting the Property (collectively, the "**Condition of the Property**"). Buyer represents and warrants to Seller that Buyer has not relied and will not rely on, and Seller is not liable for or bound by, any warranties, guaranties, statements, representations or information pertaining to the Property or relating thereto (including specifically, without limitation, Property information packages distributed with respect to the Property) made or furnished by Seller, the manager of the Property, or any real estate broker

or agent representing or purporting to represent Seller, to whomever made or given, directly or indirectly, orally or in writing. Buyer assumes the risk that Hazardous Substances or other adverse matters may affect the Property that were not revealed by Buyer's inspection and to the extent allowed by Law, indemnifies, holds harmless and hereby waives, releases and discharges forever Seller and Seller's officers, directors, shareholders, employees and agents (collectively, "**Indemnitees**") from any and all present or future claims or demands, and any and all damages, Losses, injuries, liabilities, causes of actions (including, without limitation, causes of action in tort or asserting a constitutional claim) costs and expenses (including, without limitation fines, penalties and judgments, and attorneys' fees) of any and every kind or character, known or unknown, arising from or in any way related to the Condition of the Property or alleged presence, use, storage, generation, manufacture, transport, release, leak, spill, disposal or other handling of any Hazardous Substances in, on or under the Property. Losses shall include without limitation (a) the cost of any investigation, removal, remedial, restoration or other response action that is required by any Environmental Law, that is required by judicial order or by order of or agreement with any governmental authority, or that is necessary or otherwise is reasonable under the circumstances, (b) capital expenditures necessary to cause the Seller remaining property or the operations or business of the Seller on its remaining property to be in compliance with the requirements of any Environmental Law, (c) Losses for or related to injury or death of any person, (d) Losses for or related to injury or damage to animal or plant life, natural resources or the environment, and (e) Losses arising under any Environmental Law enacted after transfer. The rights of Seller under this section shall be in addition to and not in lieu of any other rights or remedies to which it may be entitled under this document or otherwise. This indemnity specifically includes the obligation of Buyer to remove, close, remediate, reimburse or take other actions requested or required by any governmental agency concerning any Hazardous Substances on the Property. The term "**Environmental Law**" means any federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law relating in any way to human health, occupational safety, natural resources, plant or animal life or the environment, including without limitation, principles of common law and equity, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, and any similar or comparable state or local law. The term "**Hazardous Substance**" means any hazardous, toxic, radioactive or infectious substance, material or waste as defined, listed or regulated under any Environmental Law, and includes without limitation petroleum oil and any of its fractions. The provisions of this Section 7(a) shall be binding on Buyer, and its heirs, successors and assigns, shall be included in the Deed and shall be covenants running with the land.

(b) As stated in Section 7(a) above, Buyer has been allowed to make an inspection of the Property. Seller has the right, at its option, to conduct an environmental assessment of the Property ("**Environmental Assessment**"), which Environmental Assessment is anticipated to be completed within ten (10) days after the Effective Date. The cost of the Environmental Assessment shall be borne by Seller. Seller agrees to provide a copy of the final Environmental Assessment report to Buyer. If such Environmental Assessment reveals any environmental condition that is not satisfactory to either party, either party has the right, which must be exercised by written notice to the other party on or before the expiration of the Review Period, to terminate this Agreement. Upon such termination, either party may terminate this Agreement without liability to the other, except that the Earnest Money shall be refunded to Buyer and thereafter neither party shall have any obligation hereunder except those that expressly survive termination. If neither party terminates this Agreement based on the Environmental Assessment or otherwise, and the sale of the Property proceeds to Closing, then Buyer shall be deemed to have accepted the environmental condition of the Property and all obligations (if any) related thereto, including but not limited to any actions required by Environmental Law and/or any governmental agency with jurisdiction over the Property to report, correct, remediate or otherwise address environmental conditions revealed in the Environmental Assessment. The provisions of this Section 7(b) shall be binding on Buyer, and its heirs, successors and assigns, shall survive the Closing hereunder and shall not merge into the Deed or any other document delivered at Closing.

## RESERVATIONS

8. The obligations in this Section 8 shall be binding upon Buyer and its heirs, successors and assigns, shall be included in the Deed and shall be covenants running with the land benefiting Seller and Seller's successors and assigns. For purposes of this Section 8, Grantor shall mean Seller and Grantee shall mean Buyer. Buyer may object to the reservations set forth in Section 8(a) below in accordance with the provision of Section 3 and if Seller is unwilling or unable to cure such objection either party may terminate this Agreement as set forth in Section 3.

(a) All of Seller's rights and interests in the property, except those specifically reserved in Sections 8(b) and 8(c), shall be transferred to Buyers at closing.

(b) A reservation to Seller of all coal, oil, gas, casing-head gas and all minerals of every kind and nature, including sand and gravel underlying the surface of the Property, shall be contained in the deed in the following format:

**EXCEPTING AND RESERVING**, unto Grantor, its successors and assigns, all of the coal, oil, gas, casing-head gas and all ores and minerals of every kind and nature, including sand and gravel underlying the surface of the Property herein conveyed, together with the full right, privilege and license at any and all times to explore, or drill for and to protect, conserve, mine, take, remove and market any and all such products in any manner which will not damage the surface of the Property or any structures on the surface of the Property herein conveyed, provided, however, that Grantor expressly waives any right to use the surface or the first one hundred (100) feet of the subsurface of the Property to explore for the minerals herein reserved.

(c) **RESERVING**, however, unto said Grantor, its successors and assigns, an approximate forty-two foot (42') wide railroad easement being that portion of the right of way being 12' south of the centerline of the existing track and extending north to the north right of way (Property) line and extending from the west side of Huetter Road east to a point 100' east of the current end of the existing track including the right, privilege and easement to construct, maintain, repair, renew, use, operate over, replace or remove railroad tracks, drainage facilities and appurtenances thereto in, along, over, upon or across that portion of the hereinafter described premises as shown hatched on attached Exhibit "A", to have and to hold said easement for so long as the same is used or required for railroad purposes and until said Grantor, its successors or assigns, shall remove all such facilities from the said premises with the intent to abandon said easement.

(d) Prior to the public using the Property, Grantee shall, at its sole cost and expense, construct a protective chain link fence a minimum of six (6) feet in height upon, over and across the southerly and easterly edge of the reserved track easement area as shown (-X—X—X-) on the attached Exhibit "A" and by this reference made a part hereof. Grantee shall thereafter repair, maintain and renew said fence, so as to keep same in good repair at the sole cost of the Grantee. If fence is not constructed within this time frame, Grantor may construct said fence at the sole cost of Grantor and Grantee shall pay Grantor all associated costs within 10 days of receipt of bills.

(e) Grantee acknowledges and affirms that Grantor may not hold fee simple title to the Property, that Grantor's interest in all or part of the Property, if any, may rise only to the level of an easement for railroad purposes. Grantee is willing to accept Grantor's interest in the Property, if any, on this basis and expressly releases Grantor, its successors and assigns from any claims that Grantee or its successors may have as a result of an abandonment of the line of rail running over or adjacent to any portion of the Property. In light of Grantor's disclosure that it may not hold a fee interest in all or part of the Property,

Grantee, to the fullest extent allowed by law, agrees to indemnify, defend and hold Grantor harmless from any suit or claim for damages, punitive or otherwise, expenses, attorneys' fees, or civil penalties that may be imposed on Grantor as the result of any person or entity claiming an interest in any portion of the Property or claiming that Grantor did not have the right to transfer all or part of the Property to Grantee.

## **REPRESENTATIONS**

9. Buyer represents and warrants to Seller that if Buyer is other than a natural person or persons that it is a validly formed corporation under the laws of the State of Idaho; that it is in good standing in the state of its organization and in the state in which the Property is located; that it has all requisite authorizations to enter into this Agreement; and that the parties executing this Agreement on behalf of Buyer are duly authorized to so do. Buyer represents and warrants to Seller that it is not subject to any bankruptcy proceeding. Seller represents and warrants to Buyer that it is a validly formed corporation under the laws of the State of Delaware; that it is in good standing in the state of its organization and in the state in which the Property is located; that it is not subject to any bankruptcy proceeding; that it has all requisite corporate authorizations to enter into this Agreement; and that the parties executing this Agreement on behalf of Seller are duly authorized to so do. It shall be a condition of each party's obligations to Close this transaction that the representations and warranties of the other party contained herein are true and accurate as of Closing, provided, however that if one party waives such condition by proceeding to Close with knowledge that any of the second party's representations or warranties are inaccurate, the second party shall have no liability with respect to such inaccuracy known by the first party.

## **MISCELLANEOUS**

10. (a) Any notice under this Agreement must be written. Notices must be either (i) hand-delivered; (ii) placed in the United States certified mail, return receipt requested, addressed to the recipient; (iii) deposited with a nationally recognized overnight delivery service, addressed to the recipient as specified below; or (iv) telecopied by facsimile transmission to the party at the telecopy number listed below, provided that such transmission is followed with a copy sent by overnight delivery or regular mail to the address specified below. Any notice is effective upon deposit with the U.S. Postal Service or with the overnight delivery service, as applicable; all other notices are effective when received. All notices shall be addressed to the address of the recipient indicated below the signature of such party below. Either party may change its address for notice by proper notice to the other party.

(b) If the approval of any governmental agency is required for the sale of Seller's interest (if any) in the Property, it is understood and agreed that Seller's obligations under this Agreement are conditioned upon obtaining such approval and that both parties shall use good faith efforts to obtain such approval. If such approval cannot be obtained by the Closing Date, Seller may elect to extend the Closing Date to a date no later than ninety (90) days after the original Closing Date. In the event said approval cannot be obtained by such extended date, either party may terminate this Agreement without liability to the other, except that the Earnest Money shall be refunded to Buyer and thereafter neither party shall have any obligation hereunder except those that expressly survive termination.

(c) Nothing in this Agreement shall prevent Seller from discontinuing service over any railroad line or lines by which rail service may be provided to the Property.

(d) If, prior to Closing, the Property or any portion thereof is destroyed or damaged, or becomes subject to a taking by virtue of eminent domain to any extent whatsoever then either party may terminate this Agreement by written notice to the other within thirty (30) days after notice of such fact (but in any event prior to Closing). If so terminated, the Earnest Money shall be refunded to Buyer and neither party

shall have any further obligations hereunder except those that expressly survive termination. If not so terminated the parties shall proceed with the Closing.

(e) Time is of the essence of each of the party's respective obligations under this Agreement. Whenever a date specified in this Agreement falls on a Saturday, Sunday, or federal holiday, the date will be extended to the next business day.

(f) This Agreement and, to the extent executed, the Entry Agreement, contains the entire Agreement between Seller and Buyer with respect to the Property. Oral statements or prior written matters not specifically incorporated into this Agreement are superceded hereby. No variation, modification, or change to this Agreement or the Entry Agreement shall bind either party unless set forth in a document signed by both parties. No failure or delay of either party in exercising any right, power or privilege hereunder shall operate as a waiver of such party's right to require strict compliance with any term of this Agreement. The captions above the section numbers of this Agreement are for reference only and do not modify or affect this Agreement. Each party has had the opportunity to have counsel review this Agreement and the Entry Agreement and, therefore, no rule of construction that any ambiguities are to be resolved against the drafting party must not be employed to interpret this Agreement, the Entry Agreement or any closing document. This Agreement and the Entry Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute the same Agreement. This Agreement and the Entry Agreement are intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any term or provision of this Agreement or the Entry Agreement or the application thereof to any person or circumstance shall for any reason and to any extent be held to be invalid or unenforceable, then such term or provision shall be ignored, and to the maximum extent possible, this Agreement and the Entry Agreement (to the extent executed) shall continue in full force and effect, but without giving effect to such term or provision.

(g) Buyer may not assign its interest in this Agreement or the Entry Agreement without Seller's prior written consent. The provisions of this Agreement and, to the extent executed, the Entry Agreement, shall bind Seller, the Buyer, and their heirs, executors, administrators, successors and assigns and shall inure to the benefit of the Seller, the Buyer and their heirs, executors, administrators, permitted successors and assigns. If Buyer is more than one person or entity, Buyer's obligations under this Agreement and, to the extent executed, the Entry Agreement, shall be joint and several.

(h) This Agreement relates only to land. Unless otherwise herein provided, any conveyance shall exclude Seller's railroad tracks and appurtenances thereto, Seller's buildings and any other improvements on the Property, all of which may be removed by Seller within 90 days following conveyance of the Property, and if not removed, shall be deemed abandoned by the Seller without obligation on the Seller's part and shall thereafter be and become the Property of the Buyer in place. Notwithstanding the foregoing, Seller shall remove any improvements or fixtures for which an easement has been reserved hereunder or in the deed upon termination of said easement reservation by Seller.

(i) Seller is not a foreign person as the term is used and defined in Section 1445 of the Internal Revenue Code of 1986, as amended and the regulations promulgated thereunder. Seller shall, upon request of Buyer, complete an affidavit to this effect and deliver it to Buyer on or before closing of said sale.

(j) The provisions of Sections 5-8 and Section 10 of this Agreement shall survive Closing and shall not be merged into the Deed or any other document delivered at Closing. The provisions of Section 9 of this Agreement shall survive Closing for a period of one year and shall not be merged into the Deed or any other document delivered at Closing. Nothing in this section shall alter any requirement in any

other Section of this Agreement for the provisions of such section to be incorporated into the Deed, such as Sections 7 and 8.

(k) If any action at law or in equity is necessary to enforce or interpret this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, costs, and discovery or investigation expenses in addition to any other relief to which that party may be entitled.

(l) SELLER AND BUYER IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUITE OR COUNTERCLAIM ARISING IN CONNECTION WITH, OUT OF OR OTHERWISE RELATING TO, THIS AGREEMENT.

#### **ADMINISTRATIVE FEE**

11. Buyer acknowledges that a material consideration for this agreement, without which it would not be made, is the agreement between Buyer and Seller, that the Buyer shall pay upon return of this Agreement signed by Buyer to Seller's Broker a processing fee in the amount of \$2,000.00 over and above the agreed upon Purchase Price. Said fee shall be made payable to BNSF Railway Company by a separate check.

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**IN WITNESS WHEREOF**, Buyer and Seller have executed this Agreement to be effective as of the Effective Date.

**BUYER:**

**CITY OF COEUR D'ALENE**

Buyer's name as it is to appear on deed

(PRINTED/TYPED)

By: \_\_\_\_\_

Print Name: **Steve Widmyer**

Title: **Mayor**

Buyer's Address:

710 E. Mullan Ave.

Coeur d'Alene, ID 83814

Attn: **Renata McLeod , City Clerk**

Fax: \_\_\_\_\_

Phone: \_\_\_\_\_

Buyer's SSN or EIN: \_\_\_\_\_

**COEUR D'ALENE URBAN RENEWAL AGENCY,  
a/k/a LAKE CITY DEVELOPMENT  
CORPORATION**

Buyer's name as it is to appear on deed

(PRINTED/TYPED)

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Buyer's Address:

\_\_\_\_\_

\_\_\_\_\_

Attn: \_\_\_\_\_

Fax: \_\_\_\_\_

Phone: \_\_\_\_\_

Buyer's SSN or EIN: \_\_\_\_\_

**SELLER:**

BNSF RAILWAY COMPANY

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Seller's Address:

c/o Jones Lang LaSalle Global Services, Inc.

\_\_\_\_\_

Attn: \_\_\_\_\_

Fax: \_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_  
Date of Seller's Execution (Effective Date)



**EXHIBIT A**

[Attach Map showing Property cross-hatched in black]

**EXHIBIT “B”**

**NOTICE OF ASSIGNMENT**

***Goldfinch Exchange Company LLC***

*A Delaware limited liability company*

*40 Lake Bellevue Drive, Suite 275*

*Bellevue, WA 98005*

*425-646-4020*

*425-637-2873 fax*

**NOTICE OF ASSIGNMENT**

**TO:** CITY OF COEUR D'ALENE, LAKE CITY DEVELOPMENT CORPORATION  
and any assignees or exchange intermediaries of Buyer

You and BNSF Railway Company ("BNSF") have entered into the Real Estate Purchase and Sale Agreement, dated \_\_\_\_\_, 2014 for the sale of the real property described therein. You are hereby notified that BNSF has assigned its rights as Seller, but not its obligations, to Goldfinch Exchange Company LLC for the purpose of effecting a tax deferred exchange under Internal Revenue Code Section 1031. This is an assignment of rights only and BNSF will deed the property directly to you.

**ACKNOWLEDGED:**

CITY OF COEUR D'ALENE

By: \_\_\_\_\_

Print Name: Steve Widmyer

Title: Mayor

COEUR D'ALENE URBAN RENEWAL AGENCY a/k/a LAKE CITY DEVELOPMENT CORPORATION

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT "C"**

**ENTRY AND CONFIDENTIALITY AGREEMENT**

## ENTRY AND CONFIDENTIALITY AGREEMENT

**THIS ENTRY AND CONFIDENTIALITY AGREEMENT (“Agreement”)** is made as of the Effective Date (defined below) by **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Railroad**") and city of Coeur d’Alene, Idaho (**Permittee**”).

WHEREAS, Permittee as Buyer and Railroad as Seller have entered into that certain Real Estate Purchase and Sale Agreement (the “**Sale Contract**”) dated as of \_\_\_\_\_ concerning the property(ies) set forth therein (the “**Property**”). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Sale Contract.

WHEREAS, in order to evaluate the acquisition of the Property, Permittee has requested access to the Property to inspect the condition of the Property.

WHEREAS, Railroad is willing to permit such access only on the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following:

1. RIGHT OF ENTRY. In accordance with the provisions of this Agreement, Railroad hereby grants Permittee a non-exclusive, revocable license, subject to all rights, interests, and estates of third parties including, without limitation, any leases, licenses, easements, liens, or other encumbrances, to enter the Property for the purpose of inspecting the Property for said potential acquisition and for no other purpose or use.

2. RESTRICTIONS CONCERNING ENTRY.

(a) Permittee shall enter the Property only during normal business hours and may inspect the condition thereof and conduct such surveys and to make such engineering and other inspections, tests and studies as Permittee shall determine to be reasonably necessary, all at Permittee's sole cost and expense. Notwithstanding the foregoing, Permittee shall not conduct or allow any physically intrusive testing of, on or under the Property and under no circumstances shall Permittee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Property unless Permittee has obtained prior written approval from Railroad, which approval may be withheld in Railroad’s sole discretion.

(b) Permittee agrees to give Railroad notice at least five (5) business days prior to any such entry, examinations or surveys and Railroad has the right to be present during any such entry, examination or survey. Such notice shall be made to Railroad’s Roadmaster at \_\_\_\_\_ [fill in address and phone # of Roadmaster]. Permittee agrees to conduct all examinations and surveys of the Property in a manner that will not interfere with the operations or improvements of Railroad or other lessees, Permittees or license holders and in such a manner and not at any time to be a source of danger to or interference with the existence or use of present or future tracks, roadbed or property of Railroad, or the safe operation and activities of Railroad.

(c) Permittee shall comply with, and cause its agents to comply with, any and all laws, statutes, regulations, ordinances, rules, orders, common law, covenants or restrictions (“**Legal Requirements**”) applicable to the Property and their activities thereon and any and all safety requirements of Railroad and if ordered to cease any activities upon the Property by Railroad’s personnel Permittee shall immediately do so. Notwithstanding the foregoing right of Railroad, the parties agree that Railroad has no duty or obligation to monitor Permittee’s activities on the Property to determine the safe nature thereof, it being solely the Permittee’s responsibility to ensure that Permittee’s activities on the Property are safe. Neither the exercise nor failure by Railroad to exercise any rights granted in this Section will alter the liability allocation provided by this Agreement.

(d) Permittee shall not harm or damage the Property or cause any claim adverse to Railroad.

(e) Permittee shall promptly reimburse Railroad for any additional costs/expenses incurred by Railroad in connection with such safety requirements (including, but not limited to, furnishing a flagman if Railroad determines that furnishing a flagman is necessary during any such examinations or surveys).

(f) Intentionally left blank.

(g) Permittee will not have more than 5 persons present on any individual Property at a one time. Any officer, employee, agent, contractor, consultant, lender, surveyor or attorney entering the Property on behalf of or at the direction of Permittee, shall be deemed agents of Permittee for purposes of this Agreement.

3. **TERM.** This Agreement shall commence on the date Railroad executes this Agreement as indicated below its signature (the “**Effective Date**”) and shall be in effect until the earlier of the date the Sale Contract is terminated pursuant to its terms, or the Closing Date. No expiration or termination of this Agreement shall release either party from any liability or obligation under this Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events occurring prior to the date of termination or expiration.

4. Permittee shall obtain and maintain the insurance required below:

A. Commercial General Liability Insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$1,000,000 each occurrence and an aggregate limit of at least \$ 2,000,000. Coverage must be purchased on a post 1998 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:

- ◆ Bodily Injury and Property Damage
- ◆ Personal Injury and Advertising Injury
- ◆ Fire legal liability
- ◆ Products and completed operations

B. Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- ◆ Bodily injury and property damage
- ◆ Any and all vehicles owned, used or hired

- C. Workers Compensation and Employers Liability insurance including coverage for, but not limited to:
- ◆ Permittee's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
  - ◆ Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

Other Requirements:

Permittee agrees to waive its right of recovery against Railroad and Indemnites (defined below) for all Liabilities (defined below) that could be insured against by the insurance required to be maintained hereby. In addition, its insurers, through the terms of the policy or policy endorsement, must waive their right of subrogation against Railroad for all claims and suits. The certificate of insurance must reflect the waiver of subrogation endorsement. Permittee further waives its right of recovery, and its insurers also waive their right of subrogation against Railroad for loss of its owned or leased property or property under Permittee's care, custody or control.

All policy(ies) required above (excluding Workers Compensation) shall include a severability of interest endorsement and Railroad and Jones Lang LaSalle Global Services, Inc. shall be named as an additional insured with respect to work performed under this agreement. Severability of interest and naming Railroad and Jones Lang LaSalle Global Services, Inc. as additional insured shall be indicated on the certificate of insurance.

Prior to commencing the Work or entering the property, Permittee shall furnish to Railroad an acceptable certificate(s) of insurance or self-insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments and referencing the contract audit/folder number if available. The policy(ies) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify Railroad in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. This cancellation provision shall be indicated on the certificate of insurance. In the event of a claim or lawsuit involving Railroad arising out of this agreement, Permittee will make available any required policy covering such claim or lawsuit.

Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Permittee's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by Permittee shall not be deemed to release or diminish the liability of Permittee including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad shall not be limited by the amount of the required insurance coverage.

For purposes of this section, **Railroad** shall mean "Burlington Northern Santa Fe Corporation", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

5. COMPLETION OF INSPECTION. Upon completion of any inspection by Permittee or its agents on the Property or upon the expiration or termination of this Agreement, whichever shall occur first, Permittee shall, at its sole cost and expense:

- (a) remove all of its equipment from the Property;

- (b) report any damage to the Property arising from, growing out of, or connected with Permittee's entry upon the Property and restore the Property to their condition immediately prior to such entry by Permittee or its agents;
- (c) remedy any unsafe conditions on the Property created by Permittee or its agents; and

**6. INDEMNITY. TO THE FULLEST EXTENT PERMITTED BY LAW, PERMITTEE SHALL INDEMNIFY, RELEASE, DEFEND AND HOLD HARMLESS RAILROAD AND RAILROAD'S AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) (COLLECTIVELY "LIABILITIES") OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):**

- (a) **ANY BREACH OF THIS AGREEMENT BY PERMITTEE INCLUDING, BUT NOT LIMITED TO, PERMITTEE'S OBLIGATION TO COMPLY AND CAUSE ITS AGENTS TO COMPLY WITH LEGAL REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, WORKERS' COMPENSATION AND CERCLA,**
- (b) **ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS AGREEMENT,**
- (c) **PERMITTEE'S OR ITS AGENTS ACTIVITIES UPON OR USE OF ANY OF THE PROPERTY, OR**
- (d) **ANY ACT OR OMISSION OF PERMITTEE OR PERMITTEE'S AGENTS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER,**

**EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED TO, IN WHOLE OR IN PART, ANY NEGLIGENCE OF ANY INDEMNITEE. THE ONLY LIABILITIES WITH RESPECT TO WHICH PERMITTEE'S OBLIGATION TO INDEMNIFY THE INDEMNITEES DOES NOT APPLY ARE LIABILITIES TO THE EXTENT PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNITEE.**

7. CONFIDENTIALITY. Except to the extent otherwise required by Legal Requirements, especially the Idaho Public Records laws, Permittee shall not disclose to any third parties any information Permittee discovers or obtains concerning the Property as a result of any inspections, surveys, tests or other activities conducted with respect to the Property ("**Confidential Information**") including, but not limited to, any oral, electronic or written information provided by Railroad or on Railroad's behalf. Notwithstanding the foregoing, Buyer may disclose Confidential Information to those of Buyer's agents directly involved with Permittee with respect to the acquisition of the Property, provided such individuals and firms have agreed to maintain the confidentiality of Confidential Information pursuant to this Agreement and provided further that Permittee shall be liable hereunder for any breach by such parties of such obligation. Confidential Information shall not include information that is or becomes in the public domain other than as a result of a breach by Permittee or its agents. If Permittee or any of its agents receive a request to disclose any part of the Confidential Information, Permittee shall (a) notify Railroad



immediately of the existence, terms and circumstances of such request, (b) consult with Railroad on the advisability of taking legally available steps to resist or narrow such requests, and (c) if disclosure of such Confidential Information is required to prevent Permittee being held in contempt or subject to other penalty, shall (i) furnish only such information as is legally required to be so disclosed, and (ii) use its best efforts to obtain an order or other reliable assurance that confidential treatment will be afforded to the disclosed Confidential Information. If the transaction contemplated in the Sale Contract does not close for any reason then Permittee shall, promptly upon Railroad's request, forward to Railroad all Confidential Information without keeping any copies thereof.

8. DEFAULT. Permittee acknowledges and agrees that in the event of a breach of this Agreement, Railroad would be irreparably harmed and could not be made whole by monetary damages. Accordingly, in addition to any other remedy to which it may be entitled at law, in equity or under this Agreement, Railroad shall be entitled to injunctive relief (without the posting of any bond and without proof of actual damages) to prevent such breach and/or to compel specific performance. Permittee and its agents shall not oppose the granting of such relief. In the event of any breach by Permittee or its agents under this Agreement, Railroad may terminate this Agreement and shall be entitled to any other remedy available at law, in equity or under this Agreement. No failure or delay of either party in exercising any right, power or privilege hereunder shall operate as a waiver of such party's right to require strict compliance with any term of this Agreement.

9. GOVERNING LAW, JURY WAIVER. All questions concerning the interpretation or application of provisions of this Agreement shall be decided according to the laws of the State of Texas without regard to principles of conflicts of law. Any action relating to this Agreement may be brought in the courts of Tarrant County, Texas, Permittee hereby consenting to the jurisdiction and venue of such courts. PERMITTEE AND RAILROAD IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUITE OR COUNTERCLAIM ARISING IN CONNECTION WITH, OUT OF OR OTHERWISE RELATING TO, THIS AGREEMENT.

10. SALE CONTRACT. The provisions of this Agreement shall be deemed incorporated into the Sale Contract, shall survive the closing thereunder and shall not be merged into the deed conveying the Property or any other closing document, provided, however that nothing in the Sale Contract shall limit or modify any remedy available to Railroad under this Agreement for a breach by Permittee of its obligations under this Agreement. All notices hereunder shall be delivered in the manner set forth in the Sale Contract.

**IN WITNESS WHEREOF**, this Agreement has been duly executed as of the Effective Date.

PERMITTEE:

\_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

RAILROAD:

BNSF RAILWAY COMPANY

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Date of Execution by Railroad (Effective Date)

EXHIBIT "A"

Staubach Tracking TI\*:  
 B&W Proj. No.: 012196.003  
 MAP REFERENCE:  
 Sta. = s52278: s52133  
 R/W = n/a

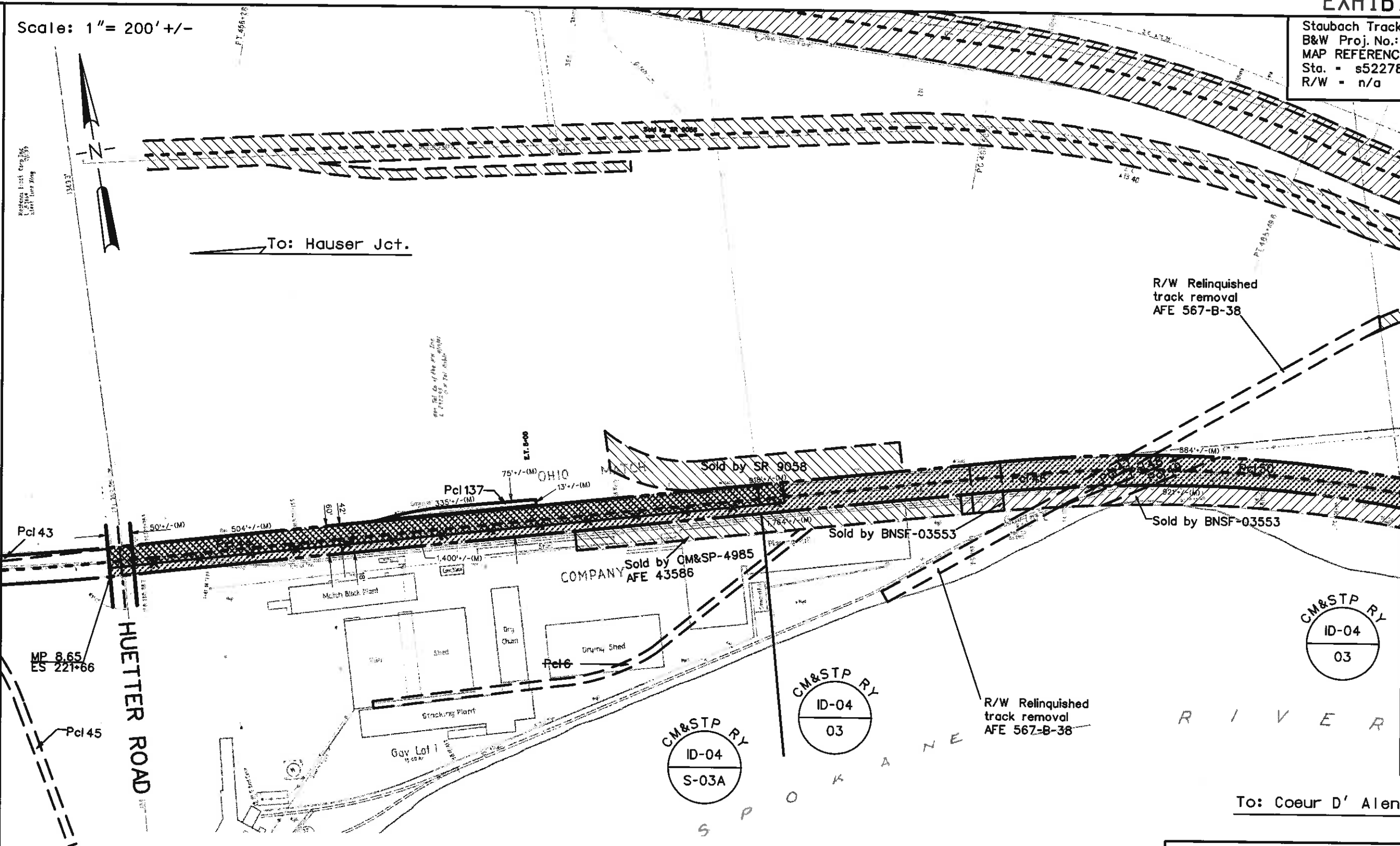
Scale: 1" = 200' +/-

This map used by BNSF RAILWAY COMPANY in the ordinary course of business, but it is subject to audit and should be used only with the expressed understanding the BNSF make no representations whatsoever about the quality, accuracy, errors or omissions relating to this map.



To: Hauser Jct.

3-46908B



MATCH

To: Coeur D' Alene

To: Stimson Lumber Company  
 AT: Huetter  
 Kootenai County,  
 Idaho

Legend:  
 Sale Area  
 Reserved Track Easement Area  
 Fence

MEASUREMENTS BASED ON PROVIDED SURVEYS  
 (S) MEASUREMENTS TAKEN OFF SURVEY  
 (M) MEASUREMENT

Northwest Division  
 Coeur D' Alene Sub. - L.S. 0382-4  
 Val. Sec. 89003  
 CM&STP ID-04, Map S-03A, 03  
 Sec. 8 & 9, T51N, R4W Boise P.M.  
 July 2, 2009 Rev. Nov. 6, 2014  
 M.P. 8.65 JNC

EXHIBIT "A"

Staubach Tracking T1\*:  
 B&W Proj. No.: 012196.003  
 MAP REFERENCE:  
 Sta. - s52133; s51734  
 R/W - n/a

Scale: 1" = 200' +/-

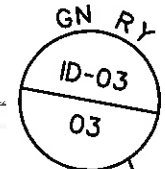
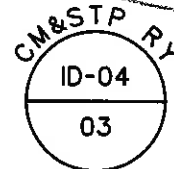
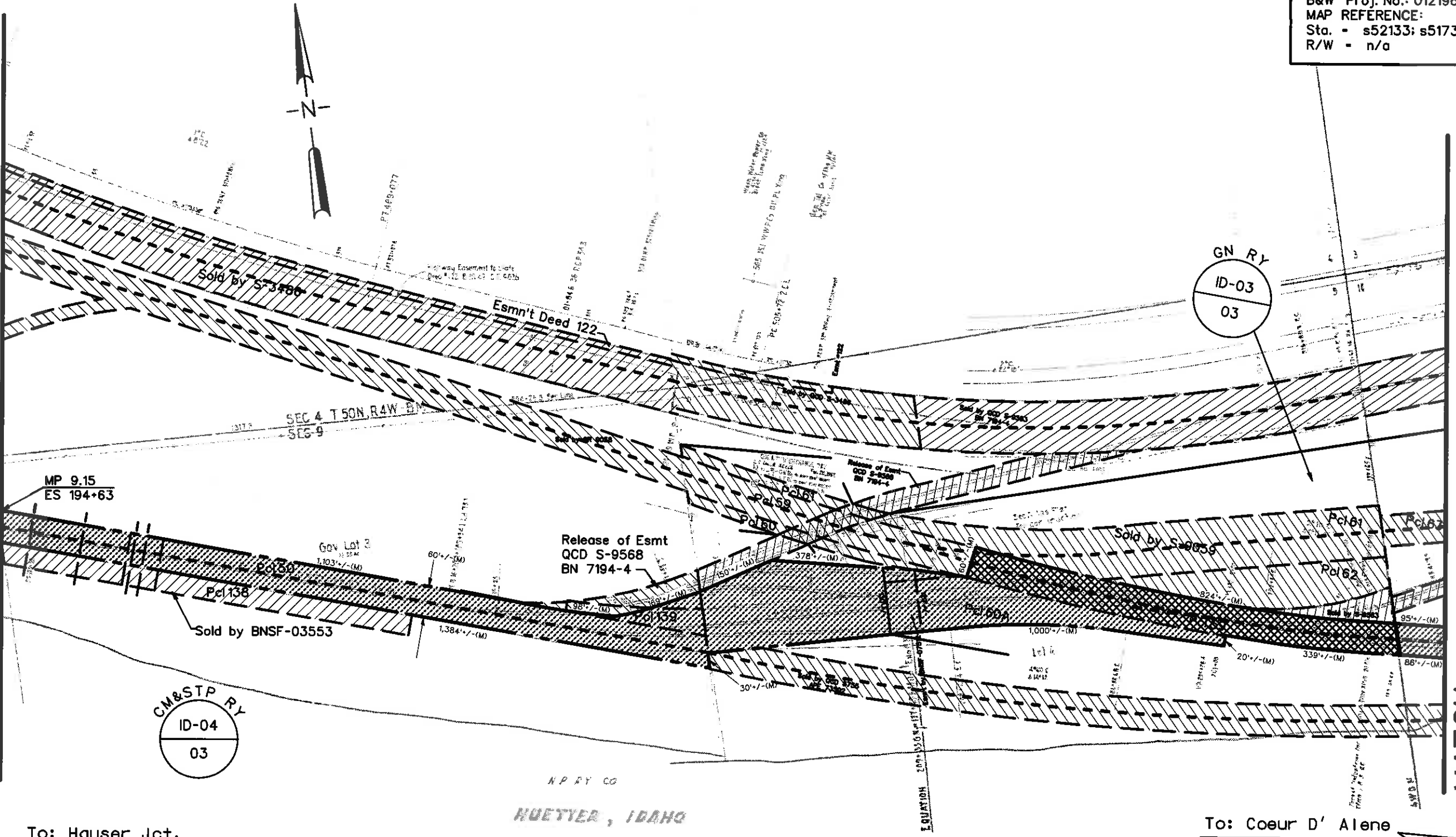
This map used by BNSF RAILWAY COMPANY in the ordinary course of business, but it is subject to audit and should be used only with the expressed understanding the BNSF make no representations whatsoever about the quality, accuracy, errors or omissions relating to this map.

3-46908A

MATCH

3-46908C

MATCH



To: Hauser Jct.

To: Coeur D' Alene

N.P. RY CO  
 HUETTER, IDAHO

KOOTENAI COUNTY, IDAHO  
 Scale 1" = 100' Office of Civil Eng. St. Paul, Minn.  
 10/24/59 Rev 5/5/81

- Legend:
- Sale Area
  - Release Area

To: Stimson Lumber Company  
 At: Huetter  
 Kootenai County,  
 Idaho

MEASUREMENTS BASED ON PROVIDED SURVEYS  
 (S) MEASUREMENTS TAKEN OFF SURVEY  
 (M) MEASUREMENT

Northwest Division  
 Coeur D' Alene Sub. - L.S. 0382-4  
 Val. Sec. 89003  
 CM&STP ID-04/GN ID-03, Map 03  
 Sec. 9, T51N, R4W Boise P.M.  
 July 2, 2009 Rev. Nov. 6, 2014  
 M.P. 9.15 JNC

# EXHIBIT "A"

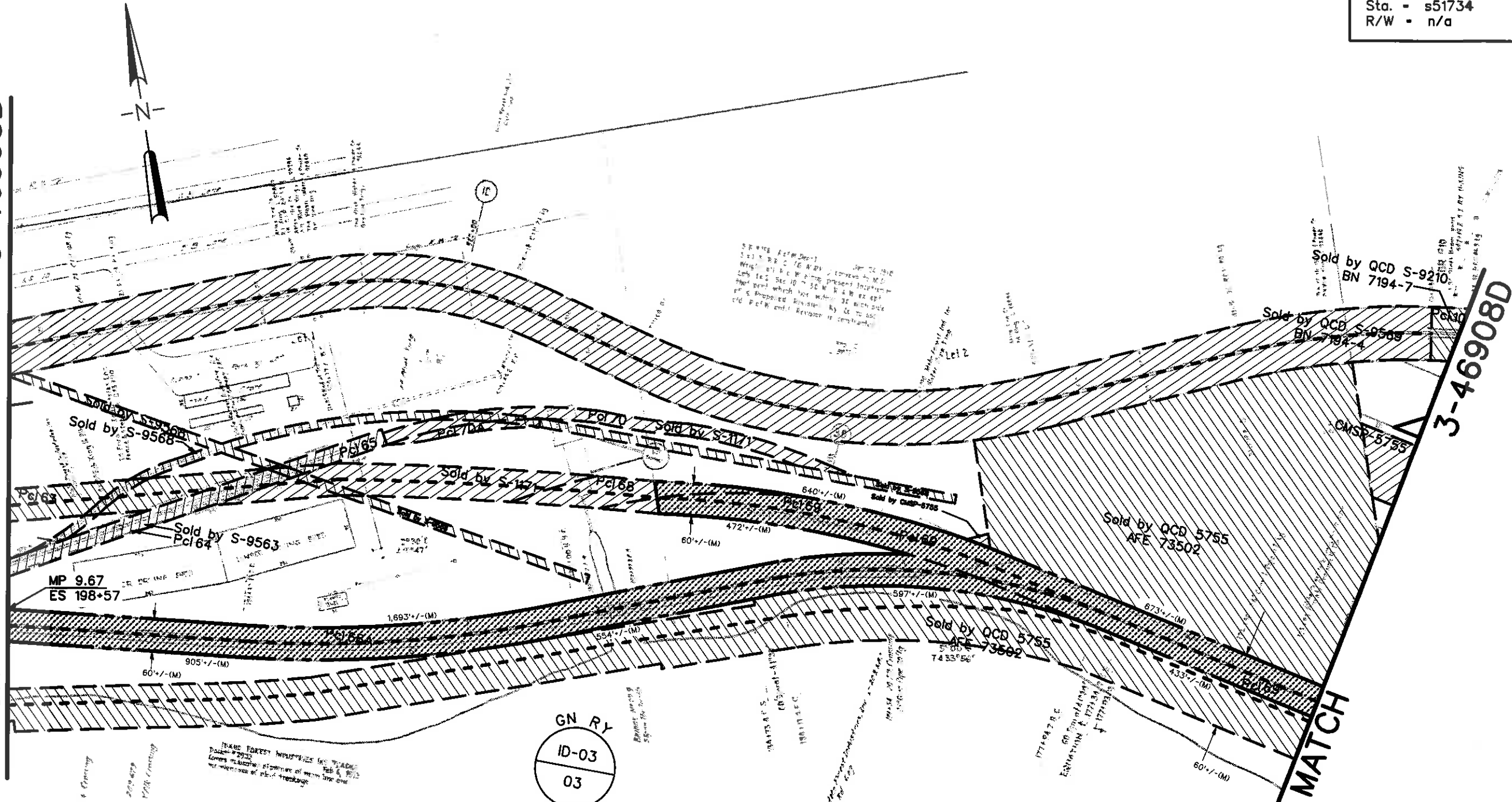
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 MAP REFERENCE:  
 Sta. - s51734  
 R/W - n/a

Scale: 1" = 200' +/-

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3-46908B

3-46908D



MATCH

MATCH

To: Hauser Jct.

To: Coeur D' Alene

GN R-1  
 ID-03  
 03

To: Stimson Lumber Company  
 Near: Atlas  
 Kootenai County,  
 Idaho

Legend:  
 Sale Area

MEASUREMENTS BASED ON PROVIDED SURVEYS  
 (S) MEASUREMENTS TAKEN OFF SURVEY  
 (M) MEASUREMENT

Northwest Division  
 Coeur D' Alene Sub. - L.S. 0382-4  
 Val. Sec. 89003  
 GN ID-03, Map 03  
 Sec. 10, T51N, R4W Boise P.M.  
 July 2, 2009 Rev. Nov. 6, 2014  
 M.P. 9.67 JNC

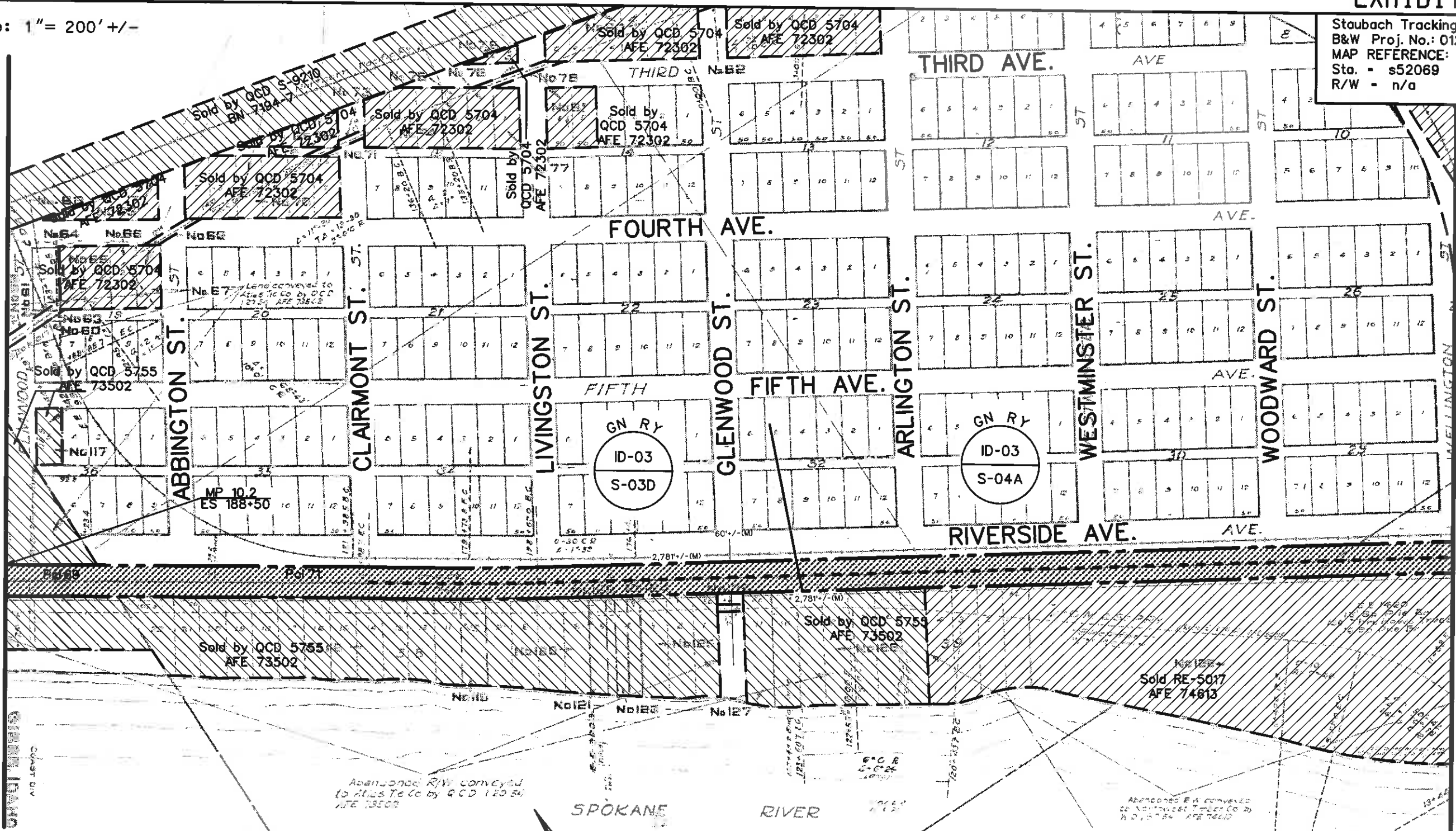
Scale: 1" = 200' +/-

Staubach Tracking TI\*:  
B&W Proj. No.: 012196.003  
MAP REFERENCE:  
Sta. - s52069  
R/W - n/a

3-46908C

3-46908E

This map used by BNSF RAILWAY COMPANY in the ordinary course of business, but it is subject to audit and should be used only with the expressed understanding the BNSF make no representations whatsoever about the quality, accuracy, errors or omissions relating to this map.



MATCH

MATCH

To: Hauser Jct.

To: Coeur D' Alene

To: Stimson Lumber Company

At: Atlas  
Kootenai County,  
Idaho

Legend:  
Sale Area

MEASUREMENTS BASED ON PROVIDED SURVEYS  
(S) MEASUREMENTS TAKEN OFF SURVEY  
(M) MEASUREMENT

Northwest Division  
Coeur D' Alene Sub. - L.S. 0382-4  
Val. Sec. 89003  
GN ID-03, Map S-3D, S-4A  
Sec. 10 & 11, T51N, R4W Boise P.M.  
July 2, 2009 Rev. Nov. 6, 2014  
M.P. 10.2 JNC

EXHIBIT "A"

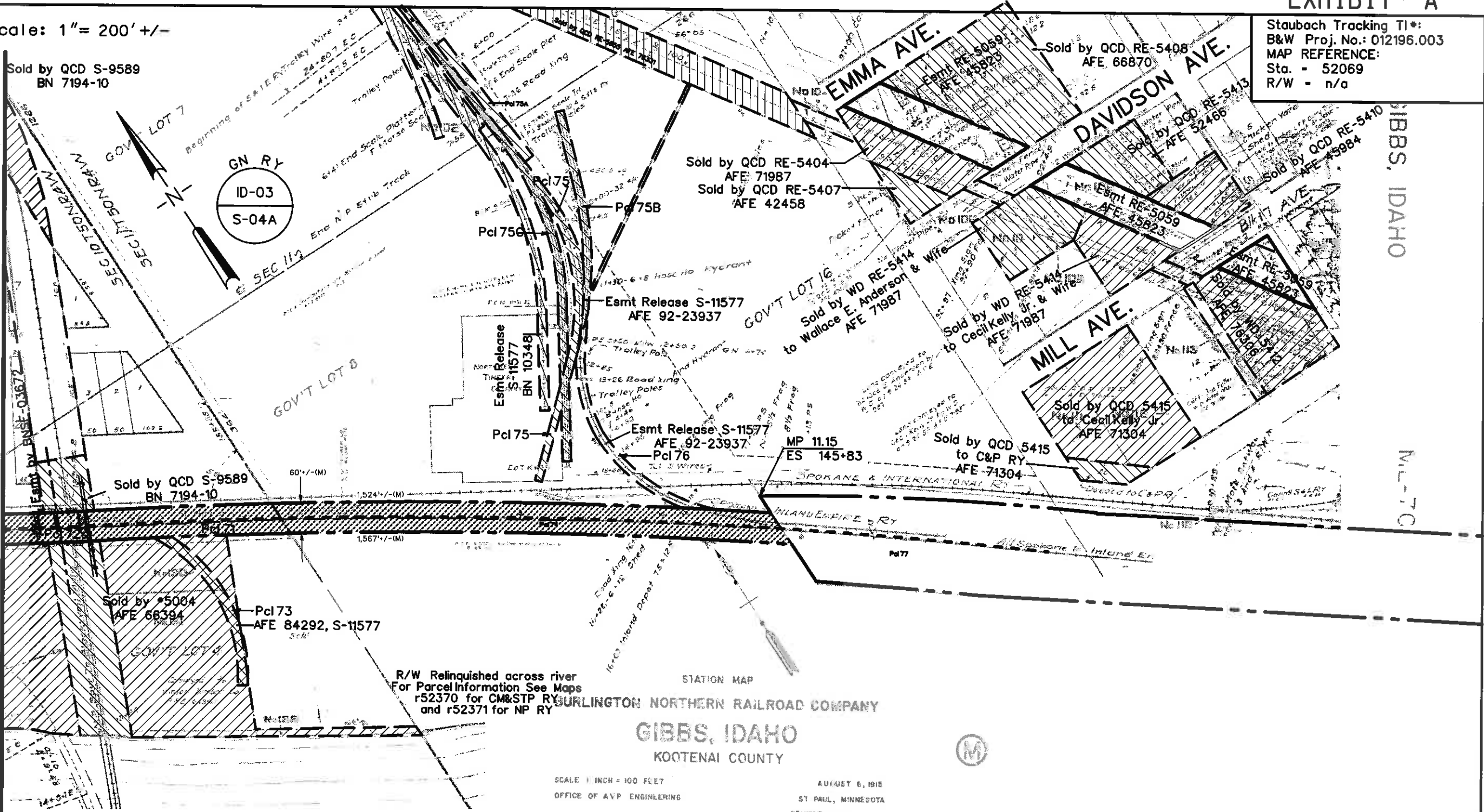
Staubach Tracking T1\*:  
 B&W Proj. No.: 012196.003  
 MAP REFERENCE:  
 Sta. - 52069  
 R/W - n/a

Scale: 1" = 200' +/-

3-46908D

MATCH

This map used by BNSF RAILWAY COMPANY in the ordinary course of business, but it is subject to audit and should be used only with the expressed understanding the BNSF make no representations whatsoever about the quality, accuracy, errors or omissions relating to this map.



STATION MAP  
 BURLINGTON NORTHERN RAILROAD COMPANY  
 GIBBS, IDAHO  
 KOOTENAI COUNTY

SCALE 1 INCH = 100 FEET  
 AUGUST 6, 1918  
 OFFICE OF A.V.P. ENGINEERING  
 ST. PAUL, MINNESOTA  
 REVISED \_\_\_\_\_

To: Hauser Jct.

To: Coeur D' Alene

To: Stimson Lumber Company  
 At: Gibbs  
 Kootenai County,  
 Idaho

Legend:  
 Sale Area

MEASUREMENTS BASED ON PROVIDED SURVEYS  
 (S) MEASUREMENTS TAKEN OFF SURVEY  
 (M) MEASUREMENT

Northwest Division  
 Coeur D' Alene Sub. - L.S. 0382-4  
 Val. Sec. 89003  
 GN ID-03, Map S-4A  
 Sec. 11, T51N, R4W Boise P.M.  
 July 2, 2009 Rev. Nov. 6, 2014  
 M.P. 11.15 JNC

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes



November 10, 2014  
**GENERAL SERVICES COMMITTEE**  
**MINUTES**  
**12:00 p.m., Library Community Room**

**COMMITTEE MEMBERS**

Council Member Ron Edinger, Chairperson  
Council Member Steve Adams  
Council Member Amy Evans

**STAFF**

Juanita Knight, Senior Legal Assistant  
Capt. Steve Childers, PD  
Lt. Bill McLeod, PD  
Tim Martin, Streets Superintendent  
Keith Erickson, Communications Coordinator  
Tony Woltz, Equipment Specialist

**Item 1.           2014-2015 Snow Plan.**  
**(Information Only)**

Tim Martin, Street Superintendent, is requesting Council approve the 2014- 2015 Snow Plan. Mr. Martin explained in his staff report that each year, the City has published a snow plan that outlines the policies, priorities, and operational procedures for the Street Maintenance Department to follow in responding to snow emergencies. The proposed Snow Plan update is an annual “housekeeping” action that requires between 5 to 10 hours of staff time and printing costs of approximately \$150.00. Citizens and staff mutually benefit from a clear understanding of city snow removal policies and responsibilities. The Council’s snow removal policies are recorded in the Snow Plan and distributed in various forms such as pamphlets, newspaper articles and made available on the city website. The Snow Plan is one the department’s means of educating the public on city snow removal policies. The majority of the policies and procedures outlined in the previous years’ Snow Plan are still considered relevant and are proposed to be continued out as routine operations this year. The overall objective is to continue to provide the citizens with “State of the Art” plow operations and provide unrestricted road surfaces. As the city continues to grow and more streets are extended the citywide plowing completion target will again be 38 hours. Changes and reminders for the 2014- 2015 snow plan are:

- Added new and/or extended streets, new subdivisions and cul-de-sacs.
- Subtle changes in the downtown Business District snow plowing.
- Deleted Assistant Superintendent.

Councilmember Adams asked about complaints of ice around the Hospital. Mr. Martin said bare roads are not the goal but to have manageable roads. They make every effort to mitigate the ice, which is more difficult than removing snow.

Councilmember Edinger asked about snow removal on Front Street. Mr. Martin said they will plow the snow to the south side of the road in order to keep the parking spaces clear on the north side. Then they will remove the snow from the south side into trucks when they get a chance.

Councilmember Edinger asked about plowing around vehicles, campers, trailers, etc. Mr. Martin said safety is first and foremost near intersections. If a vehicle is parked in an area that they must plow they will contact code enforcement to have the owner move those vehicles or have them towed.

**Item 2. Authorization to purchase six (6) replacement vehicles for Patrol Division.**  
**(Resolution No. 14-048)**

Capt. Steve Childers is requesting authorization to purchase six (6) Patrol vehicles as listed in the Financial Plan Fiscal year 2014-2015. Capt. Childers explained in his staff report that six (6) new replacement Patrol vehicles were approved in the Financial Plan Fiscal Year 2014-2015. On November 5, 2014, quotes were obtained for 5 cars and 1 sport utility. The plan allocated a total of \$268,709.00 for the purchase and equipping of these vehicles. The quote from Lake City Ford was \$26,197.00 for the sedan and \$27,907.00 for the SUV for a total of \$54,104.00 for both vehicles. The quote from Knudtsen Chevrolet was \$21,157.00 per vehicle for a total of \$84,628 for four (4) sedans. The total of all six (6) vehicles is \$138,732.00, \$2,988 less than the budgeted line item of \$141,720.00 for the vehicles. The patrol vehicles are used for a variety of patrol functions. These vehicles obtain a high amount of mileage being used in traffic and patrol-related enforcement. The line patrol vehicles run on a 24-hour, 7-days-a-week basis.

Councilmember Adams asked why the City doesn't use dealerships such as Roubideaux's Motors, Dave Smith, etc. Capt. Childers said other dealerships don't offer patrol ready vehicles.

**MOTION: by Adams, seconded by Evans to recommend that Council adopt Resolution No. 14-048 authorizing the purchase of four (4) Patrol sedans from Knudtsen Chevrolet, one (1) Patrol sedan and one (1) Patrol SUV from Lake City Ford. Motion Carried.**

The meeting adjourned at 12:20 p.m.

Respectfully submitted,

*Juanita Knight*  
Recording Secretary

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

FUND	BALANCE 9/30/2014	RECEIPTS	DISBURSE- MENTS	BALANCE 10/31/2014
<u>General-Designated</u>	\$529,088	\$3,982	\$88,026	\$445,044
<u>General-Undesignated</u>	5,809,260	4,371,663	4,245,019	5,935,904
<u>Special Revenue:</u>				
Library	128,943	7,351	121,044	15,250
CDBG	286	20,368	20,654	-
Cemetery	41,719	20,336	30,019	32,036
Parks Capital Improvements	274,706	4,334	70,585	208,455
Impact Fees	3,485,272	102,392		3,587,664
Annexation Fees	117,316	12	117,000	328
Insurance	30,148	3	168,844	(138,693)
Cemetery P/C	1,755,426	21,620	1,823	1,775,223
Jewett House	58,056	14,670	1,030	71,696
Reforestation	44	1,240	8,605	(7,321)
Street Trees	186,046	6,619	300	192,365
Community Canopy	2,413	211		2,624
CdA Arts Commission	1,724		183	1,541
Public Art Fund	74,526	7	800	73,733
Public Art Fund - LCDC	402,158	42	4,802	397,398
Public Art Fund - Maintenance	130,724	13	798	129,939
<u>Debt Service:</u>				
2002 & 2006 G.O. Bonds	476,499	3,681		480,180
LID Guarantee	56,113	6	48,000	8,119
LID 130 Lakeside / Ramsey / Industrial Park	444	48,000		48,444
LID 146 Northwest Boulevard				
LID 149 4th Street	-			-
<u>Capital Projects:</u>				
Street Projects	186,161	223,387	19,730	389,818
<u>Enterprise:</u>				
Street Lights	72,614	58,295	41,221	89,688
Water	(297,228)	716,570	322,710	96,632
Water Capitalization Fees	3,704,425	75,898		3,780,323
Wastewater	5,170,185	895,042	1,026,389	5,038,838
Wastewater-Reserved	1,382,283	27,500		1,409,783
WWTP Capitalization Fees	4,909,334	135,289	30,495	5,014,128
WW Property Mgmt	60,668			60,668
Sanitation	1,089	336,190	563,114	(225,835)
Public Parking	689		151,911	(151,222)
Drainage	241,976	85,805	63,264	264,517
Wastewater Debt Service	1,012,685	103		1,012,788
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	198,274	210,398	198,274	210,398
LID Advance Payments	945			945
Police Retirement	1,378,937	14,634	13,427	1,380,144
Sales Tax	1,332	1,244	1,332	1,244
BID	166,634	7,570		174,204
Homeless Trust Fund	328	374	328	374
<b>GRAND TOTAL</b>	<b>\$31,752,241</b>	<b>\$7,414,849</b>	<b>\$7,359,727</b>	<b>\$31,807,363</b>

CITY OF COEUR D'ALENE  
 BUDGET STATUS REPORT  
 ONE MONTH ENDED  
 October 31, 2014

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 10/31/2014	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$225,227	\$17,109	8%
	Services/Supplies	11,800		
Administration	Personnel Services	245,263	6,689	3%
	Services/Supplies	49,620	45,075	91%
Finance	Personnel Services	642,985	49,852	8%
	Services/Supplies	92,760	90	0%
Municipal Services	Personnel Services	1,058,369	79,839	8%
	Services/Supplies	479,731	50,410	11%
	Capital Outlay	14,500		
Human Resources	Personnel Services	203,529	14,560	7%
	Services/Supplies	43,400		
Legal	Personnel Services	1,377,493	111,212	8%
	Services/Supplies	98,853	(340)	0%
Planning	Personnel Services	511,938	32,892	6%
	Services/Supplies	38,050		
Building Maintenance	Personnel Services	320,587	24,539	8%
	Services/Supplies	159,515	486	0%
	Capital Outlay			
Police	Personnel Services	10,161,453	807,215	8%
	Services/Supplies	913,287	18,396	2%
	Capital Outlay	141,720		
Fire	Personnel Services	7,846,872	576,221	7%
	Services/Supplies	418,836	6,706	2%
	Capital Outlay			
General Government	Services/Supplies	49,150	48,500	99%
	Capital Outlay			
Byrne Grant (Federal)	Personnel Services			
	Services/Supplies		3,326	
	Capital Outlay			
COPS Grant	Personnel Services	169,690		
	Services/Supplies			
CdA Drug Task Force	Services/Supplies	25,710	262	1%
	Capital Outlay			
Streets	Personnel Services	1,864,947	146,920	8%
	Services/Supplies	575,130	31,437	5%
	Capital Outlay	75,500		

CITY OF COEUR D'ALENE  
 BUDGET STATUS REPORT  
 ONE MONTH ENDED  
 October 31, 2014

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 10/31/2014	PERCENT EXPENDED
ADA Sidewalk Abatement	Personnel Services	226,757	17,107	8%
	Services/Supplies	38,900		
Engineering Services	Personnel Services	543,375	43,784	8%
	Services/Supplies	744,450	12,335	2%
	Capital Outlay			
Parks	Personnel Services	1,302,194	90,477	7%
	Services/Supplies	475,250	6,896	1%
	Capital Outlay	92,500		
Recreation	Personnel Services	627,711	41,489	7%
	Services/Supplies	142,130	(22)	0%
	Capital Outlay	26,500		
Building Inspection	Personnel Services	810,926	66,586	8%
	Services/Supplies	31,131	5,012	16%
Total General Fund		32,877,739	2,355,060	7%
Library	Personnel Services	1,077,761	87,447	8%
	Services/Supplies	189,350	16,027	8%
	Capital Outlay	120,000	2,127	2%
CDBG	Services/Supplies	359,966	1,430	0%
Cemetery	Personnel Services	145,526	13,091	9%
	Services/Supplies	98,664	2,855	3%
	Capital Outlay	40,000		
Impact Fees	Services/Supplies	194,956		
Annexation Fees	Services/Supplies	117,000	117,000	100%
Parks Capital Improvements	Capital Outlay	244,000	63,074	26%
Insurance	Services/Supplies	420,000	168,802	40%
Cemetery Perpetual Care	Services/Supplies	97,500		
Jewett House	Services/Supplies	67,089		
Reforestation	Services/Supplies	2,000		
Street Trees	Services/Supplies	65,000		
Community Canopy	Services/Supplies	1,500		
CdA Arts Commission	Services/Supplies	6,750		
Public Art Fund	Services/Supplies	210,600	3,398	2%
Total Special Revenue		3,457,662	475,251	14%

CITY OF COEUR D'ALENE  
BUDGET STATUS REPORT  
ONE MONTH ENDED  
October 31, 2014

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 10/31/2014	PERCENT EXPENDED
Debt Service Fund		<u>1,249,015</u>	<u>48,000</u>	<u>4%</u>

CITY OF COEUR D'ALENE  
BUDGET STATUS REPORT  
ONE MONTH ENDED  
October 31, 2014

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 10/31/2014	PERCENT EXPENDED
Seltice Way Design	Capital Outlay	530,000		
Front Avenue Project	Capital Outlay			
Govt Way - Hanley to Prairie	Capital Outlay	2,300,000	4,263	0%
Levee Certification	Capital Outlay	362,500		
I-90 Curb Ramps	Capital Outlay	65,000		
3rd / Harrison signal	Capital Outlay			
Atlas Road Widening	Capital Outlay			
Kathleen Ave Widening	Capital Outlay			
Total Capital Projects Funds		3,257,500	4,263	0%
Street Lights	Services/Supplies	535,600	1,396	0%
Water	Personnel Services	1,844,726	138,270	7%
	Services/Supplies	4,196,929	71,861	2%
	Capital Outlay	2,284,300	7,140	0%
Water Capitalization Fees	Services/Supplies	700,000		
Wastewater	Personnel Services	2,440,897	189,483	8%
	Services/Supplies	6,527,764	178,626	3%
	Capital Outlay	3,714,470	65,442	2%
	Debt Service	2,026,641		
WW Capitalization	Services/Supplies	1,913,000		
Sanitation	Services/Supplies	3,560,334	284,926	8%
Public Parking	Services/Supplies	220,839	6,874	3%
	Capital Outlay			
Stormwater Mgmt	Personnel Services	133,179	8,241	6%
	Services/Supplies	610,930	45,000	7%
	Capital Outlay	435,000		
Total Enterprise Funds		31,144,609	997,259	3%
Kootenai County Solid Waste		2,200,000		
Police Retirement		183,920	13,427	7%
Business Improvement District		186,000		
Homeless Trust Fund		5,500		
Total Fiduciary Funds		2,575,420	13,427	1%
TOTALS:		\$74,561,945	\$3,893,260	5%