

# Coeur d'Alene

## CITY COUNCIL MEETING

*December 4, 2007*

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**MEMBERS OF THE CITY COUNCIL:**

**Sandi Bloem, Mayor**

**Councilmen Edinger, Goodlander, McEvers, Reid, Hassell, Kennedy**

# CONSENT CALENDAR

MINUTES OF A REGULAR MEETING OF THE CITY  
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,  
HELD AT COEUR D'ALENE CITY HALL,  
NOVEMBER 20, 2007

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 Hall, November 20, 2007 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

Al Hassell	)	Members of Council Present
Woody McEvers	)	
Loren Edinger	)	
Deanna Goodlander	)	
Mike Kennedy	)	
Dixie Reid	)	

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

**INVOCATION** was led by Pastor Paul Peabody Grace Bible Church

**PLEDGE OF ALLEGIANCE:** Councilman Reid led the pledge of allegiance.

**PROCLAMATION - FAMILY WEEK:** Councilman Kennedy read the proclamation on behalf of Mayor Bloem who proclaimed the week of November 18-24, 2007 as "Family Week" in the City. Teri Heinrich from the Children's Village accepted the proclamation.

**PUBLIC COMMENTS:**

GRANT ADMINISTRATION SERVICES – HUD FUNDING: Larry Siglin, 1988 Gunther Avenue, read a letter from Meredith Bryant, 1988 Gunther Avenue, who submitted a proposal for administering the grant funds, requested that the Council reject the letter of agreement with Panhandle Area Council and re-issue a request for proposals. Deputy City Attorney Warren Wilson noted that the City followed all State and City rules regarding request for proposals in this process. Councilman Edinger asked if the Council could hold off taking action on this agreement tonight. Project Coordinator Renata McLeod noted that it was hoped that the Council would act on this agreement as there is training in December for administering HUD funds. She noted that the City has contracted with PAC on several other grant projects. Mayor Bloem asked if anyone asked for additional information prior to submitting their proposal. She responded that the three organizations were provided the same RFP information and that only PAC called for additional information prior to submitting their RFP.

Motion by Hassell, seconded by Reid requested that Resolution 07-069 be brought forward at this time. Motion carried.

RESOLUTION NO. 07-069

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A LETTER OF AGREEMENT FOR GRANT ADMINISTRATION SERVICES FOR HUD FUNDS, WITH PANHANDLE AREA COUNCIL.

**PUBLIC COMMENTS:** Harold Hocker, 1413 E. Spokane Ave., voiced his concerns that the City doesn't know all the details of HUD and does not want the taxpayers "stuck" if the funds are not administered correctly. Larry Siglin, 1988 Gunther Avenue, believes that when PAC called and asked for additional information that the City should be responsible for passing that same information along to the other applicants. Jim Brannon, 1310 Bering, voiced his concern that the City is not complying with HUD requirements in that the City does not have an Action Plan and public comments on this plan are required prior to obtaining funding. Project Coordinator Renata McLeod noted that the Consolidated Plan was placed on the web site over a month ago and the Action Plan was also posted on the web site as soon as it was available. She did note that the Action Plan has been submitted to HUD and she feels confident that all the requirements for HUD funding have been met.

Motion by Kennedy, seconded by Edinger to table Resolution 07-069 for two weeks in order to gather information from HUD and staff. Motion carried.

**ASSISTANCE FOR HOMELESS FAMILIES:** Earl Kendle, 1597 E. Cromwell Drive, announced that Family Promise is now available in Coeur d'Alene and is established to provide a day center that will give assistance to homeless families including financial counseling, bathing facilities, and computer access. The maximum number of families they will host is five with a maximum of 14 people. People needing assistance could call 699-4133.

**CONSENT CALENDAR:** Motion by Reid, seconded by Edinger to approve the Consent Calendar as presented.

1. Approval of minutes for November 6, 13, 14, 2007.
2. Setting of the Public Works Committee and General Services Committee meetings for November 26, 2007 at 4:00 p.m.
3. RESOLUTION 07-068: 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 A CONTRACT WITH INHS/HEALTH TRAINING NETWORK TO AUTHORIZE THE FIRE DEPARTMENT AS A TRAINING SITE AND TO PROVIDE CPR & FIRST AID TRAINING; APPROVAL OF A FRONTAGE IMPROVEMENT AGREEMENT WITH A THOUSAND HILLS, LLC FOR STREET IMPROVEMENTS AT THE CORNER OF GOVERNMENT WAY AND HANLEY AVENUE; DECLARING CERTAIN COMPUTER HARDWARE & SOFTWARE AS SURPLUS AND AUTHORIZING STAFF TO

DISPOSE OF ZERO-VALUE HARDWARE; DECLARING CERTAIN POLICE DEPARTMENT PROPERTY AS SURPLUS AND AUTHORIZING STAFF TO DISPOSE OF ZERO-VALUE PROPERTY AND APPROVAL OF A GRANT ASSISTANCE AGREEMENT WITH THE SALVATION ARMY CALIFORNIA CORPORATION FOR JOB CREATION.

4. Bid Awards for Street Department purchase of a 1-ton De-icer truck and a 1/2-ton pickup truck.
5. Approval of beer/wine license for Thai Bamboo Restaurant at 2010 4th Street.
6. Approval of bills as submitted and on file in the City Clerk's Office.

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

**COUNCIL COMMENTS:**

**COUNCILMAN EDINGER:** Councilman Edinger reported that he received a letter from the Legacy Place Homeowners Association, Caroline Radsliff, President, and asked the concerns be referred to the Public Works Committee. City Engineer Gordon Dobler reported that he has had a long series of communications and he thought that most of her concerns had been addressed. Councilman Goodlander noted that one of the concerns was the removal of part of the bike trail. Mr. Dobler responded that there was no trail in front of Legacy Place but he had been in contact with Coeur d'Alene Place who has agreed to replace the trail in front of their subdivision.

**APPOINTMENT TO CITY BOARDS/COMMISSION:** Motion by Kennedy, seconded by Goodlander to appoint Warren Fisher and Kevin Glynn to the Pedestrian/Bicycle Advisory Board and Kim Torgerson to the Childcare Commission. Motion carried.

**ADMINISTRATOR'S REPORT:** City Administrator, Wendy Gabriel, announced the following: This Thursday and Friday, November 22<sup>nd</sup> and 23<sup>rd</sup>, Coeur d'Alene City Hall and city offices will be closed for the Thanksgiving Holiday. The Library will be closed on Thanksgiving, but open on Friday, the 23<sup>rd</sup>, during normal 10 am to 6 pm hours. We received an email from Rosemary Krabbe, of Silverado Canyon, California, thanking the Fire Department for their assistance with helping to control the fires in California. This last Saturday the CDA PD, in partnership with Kootenai County and the ISP, sponsored a Holidays and Heroes Food Drive. The event was a great success. We collected \$570.00 in cash and a lot of food. The draft Parks Master Plan is available on our website at [www.cdavid.org](http://www.cdavid.org). We anticipate bringing the plan to Council for adoption in January. We are currently accepting applications for: Police Officer – Application deadline is March 7th, with an April 7th testing date. Today several City staff attended an AIC lunch meeting where they had the opportunity to meet with our area legislatures. Specialized Needs Recreation program received \$25,000 which they will use for the Camp All Stars. The Police Department is doing an emphasis patrol for seat belt use. She thanked Les Schwab for their partnership in swapping out all the Police patrol vehicles' tires for snow tires.

**2007-2008 SNOW PLAN:** Councilman Reid reported on the number of lanes that need to be cleared of snow each snowfall and other details of the Snow Plan. She commented that this year the Public Works Committee considered revisions to the posting of sledding on certain streets. She noted that a compromise has been offered by the Streets Maintenance Superintendent which is to eliminate Garden Avenue and Fruitdale Avenue as designated sledding areas but maintain the remaining designated sledding streets.

MOTION: Motion by Reid, seconded by Kennedy to adopt the 2007-2008 Snow Plan. Motion carried.

MOTION: Motion by Reid, seconded by McEvers to close Garden and Fruitdale Avenues and keep Boyd, Lost and Dollar Streets open for sledding. Street Superintendent Tim Martin commented that the Street Department will be in charge of putting out the signs and regulating the sledding areas. He added that they will be putting up permanent signage. Councilman Kennedy noted that the Parks and Recreation Commission recommended not allowing sledding on City streets. He would like to see an enhanced public relations plan of getting safe sledding practices out to the public. Motion carried with Kennedy voting no.

#### ORDINANCE NO. 3323

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, DECLARING THE ESTIMATED COST OF ACQUIRING AND CONSTRUCTING A PORTION OF THE IMPROVEMENTS TO THE SEWER FACILITIES OF THE CITY; AUTHORIZING THE ISSUANCE AND SALE OF \$15,000,000 PRINCIPAL AMOUNT OF SEWER REVENUE BONDS, SERIES 2007; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS; PROVIDING FOR REGISTRATION AND AUTHENTICATION OF SAID BONDS; PROVIDING FOR TERMS AND COVENANTS OF SAID BONDS; DESCRIBING THE BONDS; PROVIDING FOR THE COLLECTION, HANDLING, AND DISPOSITION OF REVENUE; ESTABLISHING CERTAIN FUNDS AND ACCOUNTS; PROVIDING FOR THE SALE OF THE BONDS TO STATE OF IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY; PROVIDING FOR MUNICIPAL BOND INSURANCE; PROVIDING FOR THE EFFECTIVE DATE HEREOF; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO.

Motion by Reid, seconded by Kennedy to pass the first reading of Ordinance No. 3323.

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

Motion by Edinger, seconded by Kennedy to suspend the rules and to adopt Ordinance No. 3323 by its having had one reading by title only and authorize the publication of a Summary of the Ordinance.

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

**HORSE DRAWN CARRIAGE RIDES:** Deputy City Administrator Jon Ingalls announced that the Downtown Association is again requesting Council approval to permit horse drawn carriage rides in the downtown area during the Holiday season from November 24th through December 23rd. He noted that there are two changes this year, the pickup and drop off will be at the new Chamber of Commerce building and the hours have been changed to noon until 5:00 p.m.

**MOTION:** Motion by Goodlander, seconded by Edinger to approve the carriage rides including the requirements set out in the Downtown Association's letter of request and including 1) that the carriage be posted with the appropriate slow-moving vehicle signage; 2) that all rules relating to slow moving vehicles be adhered to; and 3) that picking up and dropping off clients will not be allowed in the lanes of traffic. Motion carried.

#### RESOLUTION 07-070

A RESOLUTION BY THE COEUR D'ALENE CITY COUNCIL DETERMINING A CERTAIN AREA WITHIN THE CITY TO BE A DETERIORATING OR DETERIORATED AREA AS DEFINED BY IDAHO CODE SECTIONS 50-2018(9) AND 50-2903(8) DIRECTING THE URBAN RENEWAL AGENCY OF COEUR D'ALENE TO COMMENCE THE PREPARATION OF AN URBAN RENEWAL PLAN, WHICH PLAN MAY INCLUDE REVENUE ALLOCATION PROVISIONS FOR ALL OR PART OF THE AREA; AND PROVIDING AN EFFECTIVE DATE.

**STAFF REPORT:** Executive Director, Tony Berns explained the reason for the request to amend the boundaries of the Lakes Urban Renewal District is to include Sorenson School, Winton School and Winton Park. He reviewed the minutes of LCDC which reflects the events that led up to tonight's resolution.

Concerning Councilman Edinger's request for a response to Mr. Caitlan's letter regarding Sorenson School and his questioning that the 1% State Sales tax was to provide funding for maintenance and operations of schools, School Superintendent Harry Amend responded that school plant facility levy dollars come from the district's taxpayers and not from State funding. He believes that it would be very positive for the taxpayers for Sorenson School to receive funding from the Urban Renewal District. He reported that Sorenson Magnet School had an initial target enrollment of 50 students and currently there are 280 students enrolled at Sorenson with over 100 applications pending.

Motion by Kennedy, seconded by Reid to adopt Resolution 07-070.

**DISCUSSION:** Councilman McEvers asked if the increased enrollment of students is because of students from other schools or are they new students. Superintendent Amend responded that it is approximately 50/50 with half the students coming from other district schools and half coming from other schools within the district. Councilman Reid noted that it is because of the success of LCDC that we can assist the school district.

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

**RECESS:** Mayor Bloem called for a 5-minutes recess at 8:00 p.m. The meeting reconvened at 8:10 p.m.

**PUBLIC HEARING - V-07-2 - VACATION OF PORTION OF RIGHT-OF-WAY ON SELTICE WAY ADJACENT TO COEUR D'ALENE HONDA:** Mayor Bloem read the rules of order for this public hearing. Engineering Services Director Gordon Dobler gave the staff report.

**STAFF REPORT:** Mr. Dobler reported that Coeur d'Alene Honda is requesting the vacation of a 30' x 535' strip of excess Seltice Way right-of-way along the southerly boundary of their auto sales facility. The four-lane divided highway section has a right-of-way width at the subject property that varies from 265'-275', with approximately 40' of right-of-way situated behind the existing sidewalk. Vacation of the requested right-of-way would provide for additional area to be utilized in the expansion of the auto sales facility site and would still allow 8'-10' of remainder right-of-way should it be necessary. Site development would result in the relocation of access approaches, which would be desirable from an engineering and safety standpoint.

He reported that 5 notices were mailed for tonight's public hearing with a total of 1 response in opposition being received. Written comments were distributed for Council review.

**PUBLIC COMMENTS:** Mayor Bloem called for public comments with none being received.

**MOTION:** Motion by Edinger, seconded by Hassell to approve the request for a vacation of a portion of the right-of-way on Seltice Way adjacent to Coeur d'Alene Honda.

**DICUSSION:** Councilman Kennedy commented that when the Public Works Committee discussed this issue, they had concerns on the trees; however, he also has concerns of giving up public right-of-way because the future of Seltice Way is unknown. City Engineer Dobler responded that he is confident that with a total of 275' remaining right-of-way there is ample footage to meet the needs of any possible expansion of Seltice Way. He also noted that the request has been modified to only vacate the right-of-way directly in front of Coeur d'Alene Honda.

ROLL CALL: Goodlander, Aye; Edinger, Aye; Hassell, Aye; Kennedy, No; McEvers, Aye; Reid, Aye. Motion carried.

**PUBLIC HEARING - COMPREHENSIVE PLAN:** Mayor Bloem reiterated the rules of order for this public hearing. Planning Director Dave Yadon gave the staff report.

STAFF REPORT: Mr. Yadon reviewed the process for developing the revised Comprehensive Plan which included four neighborhood meetings, two public hearings by the Planning Commission as well as a workshop with the City Council. He noted that there are three suggested changes to the Comprehensive Plan that were brought up during the recent workshop with the Planning Commission and City Council. He also noted that the Council received information from Mr. Hanson regarding the Blackwell Hill Permanent Conservation Easement area as well as a letter from John Barlow regarding the pedestrian pathway on Blackwell Island.

COUNCIL DISCUSSION: Councilman Hassell noted that the KMPO was not added to Objective 3.18. Councilman Reid also noted that this section needs to be expanded to include motorized buses and trucks and anything that has a motor on it. Councilman Goodlander recommended that the Plan include ADA requirements in this section. City Planner Dave Yadon believes that the issue of ADA standards is noted somewhere else in the Comprehensive Plan. Councilman Edinger asked about the concerns raised in the letter from John Barlow. City Planner Dave Yadon responded that the map shown in the Comprehensive Plan depicts a pathway plan. This issue was discussed at the Planning Commission level where it was determined that this map was part of the Master Bikeways Plan as referenced in the Comprehensive Plan. He noted that the Bikeways Plan is not a part of the Comprehensive Plan but rather just referenced in this Plan. Mr. Yadon added that Mr. Barlow was directed to take his concerns to the Pedestrian/Bike Committee who can address the Bikeway Master Plan. Councilman McEvers asked how the Bike Plan became a part of the Comprehensive Plan. Mr. Yadon responded that the Planning Commission felt there should be a linkage in the Comprehensive Plan, which is the overall vision of the City, to the Bikeway Master Plan. Councilman Goodlander asked Mr. Yadon to elaborate on the input on this plan. Dave responded that the Planning Commission has held several meetings for themselves as well as neighborhood meetings and a public hearing. All information that came from the workshops was looked at very closely in determining what should be included in the final Comprehensive Plan. Councilman Reid noted that on Page 91, the Plan delineates the Master Parks Plan but the bikeway map does not spell out that this map is a part of the Master Bikeway Plan. Also, references to the transportation network are part of the Master KMPO Transportation Plan. She believes that the Comprehensive Plan should better explain the various Master Plans as references to the Comprehensive Plan.

#### PUBLIC COMMENTS:

Pat Behm, 743 Fairmont Loop, voiced his concerns of the weakening of hillside regulations in the Comprehensive Plan. He believes that hillside development has a great potential to impact the City. He believes that the hillside developments that are being created in the county will one day be developments that the City will be asked to incorporate into the City. Examples of current problem areas of hillside development are Canfield Mountain and Armstrong Park. He urged the Council to maintain good rules for hillside development. He expressed his concerns of the current development on Blackwell Island hillside. He also has a problem with having developments come into

the City that don't follow the City's rules. Councilman Reid explained that the Hillside regulations supersede the Comprehensive Plan.

Julie Delsaso, 743 Fairmont Loop, noted that she appreciates the City's efforts to incorporate scientific studies in the Comprehensive Plan. She asked the Council to change the language in the Comprehensive Plan to incorporate the Cd'A Basin Environmental Improvement Project Commission in the hazard section of the Plan. She also voiced her concern that the City's fee structure does not re-enforce the citizens' input in the Comprehensive Plan. Dave Yadon responded that the Comprehensive Plan is the big picture but there are specific goals for environmental issues. Councilman Kennedy referred to Page 14 Objective 1.17 and asked if adding the term "toxic sediments" would address Ms. Delsaso's concerns. Councilman Goodlander asked Dave Yadon that since Ms. Delsaso presented these concerns at the Planning Commission meetings weren't her issues addressed. Mr. Yadon responded that after reviewing her concerns, it was valuable information, but felt that the policies and statements that they had were appropriate for the Comprehensive Plan.

Harold Hocker, 1413 E. Spokane Ave., commented that although he did not review the City's Comprehensive Plan, when he lived in Sacramento, there was construction in a flood plan and in Santa Rosa they built on a hillside and when the hillside shifted the County was held accountable and it cost the county a large amount of money. He doesn't like to pay for other people's mistakes. He also believes that the city needs to take care of the aquifer because of past experiences in New Mexico with their aquifer which also cost the people a lot of money. He stated that the most he would allow over the aquifer is 10-acre parcels.

Wes Hanson, 2725 W. Carder Lane, voiced his concern that the Planning Commission has designated part of Blackwell Hill as a permanent conservation easement. He requested that the Council remove the Blackwell Hill Carder Permanent Conservation Easement from the City's Area of City Impact and negotiate its removal with Kootenai County. He believes that the Comprehensive Plan designation does nothing to protect that the permanent conservation easement remains intact. He believes that the county is better prepared to oversee a permanent conservation easement than the City. City Planner Dave Yadon noted that the Council can seek to renegotiate the City's Area of City Impact but the consequence is what ordinances would apply, the City's or the County's. He added that there are two boundaries - the Comprehensive Plan boundaries and the Area of City Impact boundaries. He suggested that instead of removing this parcel from the Area of City Impact that the Council remove this area from the Comprehensive Plan boundaries. Mr. Hanson believes that if his property is within the Area of City Impact then it is more likely to be annexed into the City which means that his tax exemptions for the conservation easement could be voided.

**MOTION:** Motion by Goodlander, seconded by Edinger to remove this Conservation Easement from the Planning area boundary and begin negotiations with the County to remove it from the Area of City Impact. Motion carried with Hassell voting no.

Joe Morris, 304 S. 11<sup>th</sup> Street, commented that he is generally in favor of the proposed Comprehensive Plan. Specifically on page 42 and 43 there were some discussion on Historical Heart of the City, and he requested to have the East Mullan district included in this area instead of referring to East Mullan as a link between the Historical Heart and other residential districts.

**MOTION:** Motion by Edinger seconded by Hassell to include the East Mullan District in the Historical Heart and move the boundary line to 8<sup>th</sup> Street. Motion carried.

Serena Carlson, 516 S. Dollar Street, commented that she believes that the Comprehensive Plan should recognize Wildland Urban Interface areas due to the likelihood of catastrophic wildfires. She also asked the Council to recognize the close proximity of the City to U.S. Forest land.

Rita Sims-Snyder, 818 E. Front Ave., commented that when there are big building booms there is an attitude of, out with the old and in the with new. As a member of the East Mullan Neighborhood Association, she would like to see ordinances to backup the Comprehensive Plan so that existing neighborhoods would be protected.

Bill Irving, 3132 N. Julia Street, Trailer #3, voiced his concern that the assumption behind the growth of this community has been based on the cheap cost of oil and natural gas. He wanted to know if there are any provisions in the Plan to address the issue of the high cost of oil such as transportation. He would like the City to also consider supporting a light-rail system between Spokane and Coeur d'Alene.

**MOTION:** Motion by Hassell, seconded by Goodlander to approve the Comprehensive Plan with the changes that have been made by previous motions.

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

**EXECUTIVE SESSION:** Motion by Reid, seconded by Hassell to enter into Executive Session as provided by I.C. 67-2345 SUBSECTION B: To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against a public officer, employee, staff member or individual agent; and Subsection 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; and, Subsection J: To engage in communications with a representative of the public agency's risk manager or insurance provider to discuss the adjustment of a pending claim or prevention of a claim imminently likely to be filed.

**ROOLL CALL:** Hassell, Aye; Goodlander, Aye; Kennedy, Aye; McEvers, Aye; Reid, Aye; Edinger, Aye. Motion carried.

The session began at 9:55 p.m. Members present were the Mayor, Council, City Administrator, and City Attorney.

Matters discussed were those of personnel, labor negotiations.

No action was taken and the City Council returned to regular session at 10:48 p.m.

**PLANNING COMMISSION MEMBERSHIP:** Motion by Reid, seconded by Goodlander that Planning Commissioner Souza be removed as a Planning Commissioner for cause. Motion carried unanimously.

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

The meeting adjourned at 10:51 p.m.

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Sandi Bloem, Mayor

ATTEST:

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Susan K. Weathers, CMC  
City Clerk

RESOLUTION NO. 07-071

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 AUTHORIZING THE LEGAL DEPARTMENT'S DESTRUCTION OF CERTAIN TEMPORARY RECORDS; APPROVAL OF AMENDMENT 2 TO THE IAFF LOCAL 710 LABOR CONTRACT – AMENDING MINIMUM STAFFING REQUIREMENTS; APPROVAL OF S-3-06 FINAL PLAT APPROVAL WITH SUBDIVISION IMPROVEMENT AGREEMENT FOR HAWK'S NEST 1<sup>ST</sup> ADDITION; APPROVAL OF A MEMORANDUM OF UNDERSTANDING & ENFORCEMENT AUTHORIZATION WITH THE KOOTENAI COUNTY SHERIFF'S DEPARTMENT AND APPROVAL OF A CONTRACT RENEWAL WITH THE DOWNTOWN ASSOCIATION.

WHEREAS, it has been recommended that the City of Coeur d'Alene enter into the contract(s), agreement(s) or other actions listed below pursuant to the terms and conditions set forth in the contract(s), agreement(s) and other action(s) documents attached hereto as Exhibits "1 through 5" and by reference made a part hereof as summarized as follows:

- 1) Authorizing the Legal Department's destruction of certain temporary records;
- 2) Approval of Amendment 2 to the IAFF Local 710 Labor Contract – Amending Minimum Staffing Requirements;
- 3) Approval of S-3-06 Final Plat Approval with Subdivision Improvement Agreement for Hawk's Nest 1<sup>st</sup> Addition;
- 4) Approval of a Memorandum of Understanding & Enforcement Authorization with the Kootenai County Sheriff's Department;
- 5) Approval of a Contract Renewal with the Downtown Association;

AND;

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements or other actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits "1 through 5" 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 4<sup>th</sup> day of December, 2007.

\_\_\_\_\_  
Sandi Bloem, Mayor

ATTEST

\_\_\_\_\_  
Susan K. Weathers, City Clerk

Motion by \_\_\_\_\_, Seconded by \_\_\_\_\_, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER REID Voted \_\_\_\_\_

COUNCIL MEMBER GOODLANDER Voted \_\_\_\_\_

COUNCIL MEMBER MCEVERS Voted \_\_\_\_\_

COUNCIL MEMBER HASSELL Voted \_\_\_\_\_

COUNCIL MEMBER KENNEDY Voted \_\_\_\_\_

COUNCIL MEMBER EDINGER Voted \_\_\_\_\_

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.

**GENERAL SERVICES COMMITTEE  
STAFF REPORT**

DATE: November 19, 2007  
FROM: WESLEY J. SOMERTON – Deputy City Attorney  
SUBJECT: RESOLUTION TO DESTROY TEMPORARY RECORDS

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**DECISION POINT:**

Authorize the office of the City Attorney to destroy temporary records from criminal case files that have been closed for a period greater than 2 years.

**HISTORY:**

The Office of the City Attorney - Criminal Division retains duplicate records and original records from criminal cases for at least 2 years after a given case has been closed. Original documents within the criminal cases consist of attorney notes, which are considered attorney work product; letters to victims, witnesses, and defendants or defense attorneys. Because these temporary records require a large amount of storage space it is efficient to destroy these records that have been closed for longer than 2 years.

**FINANCIAL ANALYSIS:**

The City Attorney has included within his budget the necessary amount to have these temporary records shredded by a commercial shredding company. The fiscal impact of the cost for storage and maintaining files that are no longer needed for purposes of the criminal division is offset by the routine destruction of these non-essential temporary records.

**PERFORMANCE ANALYSIS:**

Currently the criminal division has two offices filled with closed files (18 lateral file cabinets). All the files contain basically the same type of documents. These documents consist of duplicate records where the originals are retained by the Court or retained by the Police Department. The only original records within the criminal case files are attorney notes or attorney work product, letters to victims, witnesses, defendants and/ or defense counsel, and victim impact statements. The individual case records are only important during the life of a given case. Once the case has been officially closed the record is kept for a minimum of 2 years. A case is closed once the appeal period has run without an appeal being filed and by order of the court.

These files contain sensitive personal information which makes simply throwing the records in the trash impracticable. The City Attorney usually hires a commercial document shredding company to destroy the temporary records. City staff prepares the records for loading by the shredding company. The company loads the records and will shred the records while on site.

**QUALITY OF LIFE ANALYSIS:**

The routine purging of temporary records from the criminal division reduces the need for storage space and storage cabinets. It removes the potential of personal information being obtained by unauthorized personnel. With an annual criminal case load of over 5,000 cases routine purging of old non-essential temporary records is good business.

**DECISION POINT/RECOMMENDATION:**

Authorize the office of the City Attorney to destroy by shredding the temporary records of eligible criminal cases that have been closed for not less than 2 years.



# **City of Coeur d'Alene**

## **FIRE DEPARTMENT**

*"City of Excellence"*

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### **Staff Report**

**Date:** December 5, 2006

**From:** Kenny Gabriel, Fire Chief  
Jake Beiker, President IAFF Local 710

**Re:** Minimum Staffing Article in Labor Contract

**DECISION POINT:** Does the City Council support adjusting Fire Department minimum staffing from thirteen Firefighters to fourteen?

**HISTORY:** It is the goal of the Coeur d'Alene Fire department to provide the highest quality services to the residents and guests of the City of Excellence. Currently the Fire Department provides a minimum of 13 suppression firefighters daily. The National Fire Protection Association (NFPA) 1710 standard requires apparatus to be staffed with 4 personnel. With our current staffing level, 1/3 of our apparatus are staffed 50% below the NFPA standard. It is realized that staffing levels of 4 personnel is not financially feasible at this time. Our goal is to obtain minimum staffing levels of 3 personnel on apparatus. Increasing minimum staffing from 13 to 14 will get us to this long term goal. This will mean that all of our apparatus will be staffed at 75% of the NFPA standard. This increase will dramatically improve services to the public and improve the safety of our Firefighters.

**FINANCIAL ANALYSIS:** Three additional Firefighters were approved by the Council for Fiscal Year 2007/2008. The additional personnel allows us to increase our minimum staffing and provides a tool to better manage overtime and comp time, something we have struggled with in the past.

**QUALITY OF LIFE ANALYSIS:** Fires can double in size every three minutes. Not having adequate personnel on the initial responding apparatus can greatly hinder our ability to perform rescue and hinder our ability to keep the fire to its room of origin. With three members on every apparatus this gives us the ability to start the rescue/suppression process prior to the arrival of additional resources.

**DECISION POINT/RECOMMENDATION:** Change Fire Department minimum staffing from thirteen personnel to fourteen.

AMENDMENT 2  
TO  
THE AGREEMENT ENTERED INTO BETWEEN LOCAL NO. 1494, INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS AND THE CITY OF COUER D'ALENE

WHEREAS, The above parties entered into a labor agreement on September 25<sup>th</sup>, 2003, adopted pursuant to Resolution No. 03-087; and

WHEREAS, The agreement was subsequently amended on February 1<sup>st</sup>, 2007 pursuant to Resolution No. 06-079; and

WHEREAS, IAFF Local No. 1494 is now known as Coeur d'Alene Firefighters Local No. 710, International Association of Firefighters; and

WHEREAS, The parties again desire to amend the agreement.

THEREFORE, The parties mutually agree that the Agreement is amended as follows:

**ARTICLE VIII: MINIMUM STAFFING:**

Article VIII: Minimum Staffing is amended to read as follows:

SECTION 1. It is agreed that the intent of this article is to have a minimum staffing level of fourteen (14) firefighters (ranks firefighter through captain) on duty and available for initial response as of December 4, 2007, of which two will be Idaho State certified paramedics.

SECTION 2. The purpose of this article is to provide sufficient on-duty staffing to provide for safe and efficient fire suppression operations. Nothing in this article or Agreement shall limit the City's right to layoff for lack of funds.

SECTION 3. It is recommended that the main station be staffed by five (5) firefighters (ranks firefighter through captain) at the beginning of each shift. This will consist of a minimum of three (3) on the ladder or engine in the station and two (2) on the ambulance. Anytime the fire apparatus leaves the City for mutual aid or the staffing falls below three (3), the Captain or Acting Captain, deputy chiefs or fire chief may authorize off-duty personnel to be called back for extra duty.

SECTION 4. It is recommended that station 2 be staffed by five (5) firefighters (rank firefighter through captain) at the beginning of each shift and at all times shall be manned by at least three (3) firefighters. This will consist of a minimum of three (3) on the ladder or engine in the station, and two (2) on the ambulance. Anytime the fire apparatus leaves the City for mutual aid or the staffing falls below two (2), the Captain or Acting Captain, deputy chiefs or fire chief may authorize off-duty personnel to be called back for extra duty.

SECTION 5. It is recommended that station 3 be staffed by four (4) firefighters (rank firefighter through captain) including one paramedic at the beginning of each shift. The engine shall have a minimum of three (3) personnel. Anytime the fire apparatus leaves the City for mutual aid or staffing falls below three (3) the Captain, Acting Captain, deputy chiefs or fire chief may authorize off-duty personnel to be called back for extra duty.

SECTION 6 It is recommended that a station 3 Paramedic SUV Car be staffed by at least one (1) firefighter (rank firefighter through captain) with a current Idaho paramedic certificate.

SECTION 7. The purpose of this Section is to allow on-duty personnel the opportunity to attend the following functions outside the City limits:

1. School/classes
2. Conferences/Seminars
3. Meetings/Miscellaneous functions, approved by the Fire Chief or Deputy Fire Chief in the Chief's absence.

In order to ensure a quick response to emergency incidents within the City, the above functions shall be approved only if they fall within the following boundaries:

- N- North to Wyoming Avenue
- S- South to the North Base of Mica Grade.
- E- East to the National Forest line/Southeast to the Mullan Trail I-90 Exit.
- W- West to Highway 41.

Note: In addition to the above set boundaries, the use of Dalton City Hall, located at 4th Street and Hanley Avenue, shall be available for an entire duty crew to attend the previously mentioned functions.

Prior to attending a function on-duty that falls outside the city limits, those personnel wishing to attend said function shall obtain the approval of their Captain or Acting Captain, deputy chief or fire chief. No more than one station regardless of the staffing levels will be allowed to attend functions on any given day. The shift captain, deputy chief or fire chief however, may allow that number to increase if they feel confident their area of responsibility is sufficiently covered. The shift captain shall have the ability to cancel or recall on-duty personnel from attending a function if it is felt that weather conditions, increase in emergency activity, or under other circumstances, the attendance of said function will greatly delay the response back to the city limits.

## **2. No Further Modification:**

The parties agree that the Agreement, as amended herein, remains in full force and effect and this amendment to the Agreement between the parties does not amend or alter any other right or obligation of either party under the Agreement.

IN WITNESS WHEREOF, the City of Coeur d'Alene has caused this agreement to be executed by its Mayor and City Clerk, and the Owners have caused the same to be executed.

DATED THIS 4<sup>th</sup> day of December, 2007.

**CITY OF COEUR D'ALENE**

**CD'A FIREFIGHTERS LOCAL NO. 710**

By: \_\_\_\_\_  
Sandi Bloem, Mayor

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

ATTEST:

\_\_\_\_\_  
Susan K. Weathers, City Clerk

**CITY COUNCIL  
STAFF REPORT**

**DATE:** December 4, 2007  
**FROM:** Christopher H. Bates, Engineering Project Manager   
**SUBJECT:** Hawks Nest First Addition, Final Plat Approval w/ Subdivision Agreement and Security

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**DECISION POINT**

Staff is requesting the following:

1. City Council approval of the final plat document, a 94 lot residential development.
2. City Council approval of the accompanying subdivision agreement and security.

**HISTORY**

- a. Applicant: Tim Mueller  
Hayden, LLC  
1400 Northwood Center Court  
Coeur d'Alene, ID 83814
- b. Location: West of Atlas Road and north of Hanley Avenue.
- c. Previous Action: November 2006, final plat approval of the initial phase of Hawks Nest, 118 lots.

**FINANCIAL ANALYSIS**

There is a subdivision agreement that includes a Performance Bond (\$1,138,208.67) to insure the completion of the sanitary sewer lift station that will serve the development.

**PERFORMANCE ANALYSIS**

With the exception of the sanitary sewer lift station, and some minor infrastructure items, all of the remaining site development issues have been completed. Approval of the final plat document will allow for the sale of the lots in the subject development. Building permits may be issued per the criteria in the City Code and at the discretion of the City Engineer, however, no occupancies will be allowed until the sanitary sewer is operational and has been accepted by the City.

**DECISION POINT RECOMMENDATION**

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



## AGREEMENT TO PERFORM SUBDIVISION WORK

THIS AGREEMENT made this \_\_\_\_ day of December, 2007 between the Hayden, LLC, with Tim Mueller as Managing Member, whose address is 1400 Northwood Center Court, Coeur d'Alene, ID 83814, hereinafter referred to as the "Developer," and the **City of Coeur d'Alene**, a municipal corporation and political subdivision of the state of Idaho, hereinafter referred to as the "City,"

WHEREAS, the City has approved, subject to completion of the required improvements, the Hawks Nest 1<sup>st</sup> Addition subdivision, a ninety four (94) lot residential subdivision in Coeur d'Alene, situated in Section 28, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, and has agreed that the final plat may be recorded; NOW, THEREFORE,

### IT IS AGREED AS FOLLOWS:

The Developer agrees to complete the following public improvements: drainage swales and appurtenances, rolled curb and gutter, concrete sidewalk, signage, sanitary sewer lift station, sanitary sewer pressure main line and appurtenances as required under Title 16 of the Coeur d'Alene Municipal Code, on or before the 31<sup>st</sup> day of December, 2008. Said improvements are more particularly described on the subdivision improvement plans entitled "Hawks Nest Phase II Improvements", dated July 23, 2007, signed and stamped by Ray Kimball, PE # 11617, of Inland Northwest Consultants, Inc., and, "Hawks Nest Off-Site Sanitary Sewer Main and Regional Pump Station", dated October 15, 2007, signed and stamped by Joseph E. Hassell, PE # 6966, Inland Northwest Consultants, Inc., on file in the City Engineer's office and incorporated herein by reference.

The Developer, prior to recording the plat, shall deliver to the City, a Letter of Credit or other form of security that is acceptable to the City Attorney, in the amount of One Million One Hundred Thirty Eight Thousand Two Hundred Eight and 67/100 Dollars **(\$1,138,208.67)** securing the obligation of the Developer to complete the subdivision improvements referred to herein. The term of the security shall extend at least one year beyond the time within which the improvements are to be completed as provided herein, and a copy of such security is marked Exhibit "A" attached hereto and by reference made a part hereof. The security shall provide that upon failure of the Developer's to complete the improvements within the time herein provided, the City may demand the funds represented by the security and use the proceeds thereof to complete or have the improvements completed. In the event the City completes the improvements as a result of the Developer's default, the Developer's shall be responsible for any costs that exceed the posted security for the public improvements noted herein.

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

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

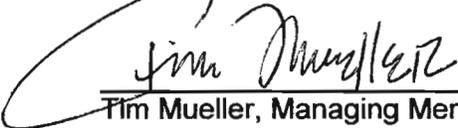
**CITY OF COEUR D'ALENE**

\_\_\_\_\_  
Sandi Bloem, Mayor

ATTEST:

\_\_\_\_\_  
Susan K. Weathers, City Clerk

**HAYDEN, LLC**

  
\_\_\_\_\_  
Tim Mueller, Managing Member



## CHANGE RIDER

To be attached to and form a part of Bond No. 4 58 44 04  
dated October 12th, 2006, in the amount of \*Seven Hundred Eighty  
Five Thousand and No/100\* (\$785,000.00)  
executed by ACI Northwest, Inc.

Hayden LLC as Principal,  
and GREAT AMERICAN INSURANCE COMPANY, as Surety, and in favor of  
Hayden LLC as Obligee.

It is agreed that the following changes be made in the attached bond:

Increase of bond amount from \$785,000.00 to \$1,138,208.67

Change Description of the Project:

"Installation of sewer transmission line from Hawks Nest South parallel Huetter Rd. to I-90" to read:

Installation of lift station and force main within the Centennial Trail Right of Way"

WHEREAS, the above named Principal has entered into a certain agreement to perform subdivision work with the City for the installation of public improvements by the approved subdivision agreement and in Title 16 of the Coeur d'Alene Municipal Code, which agreement and code are by this reference incorporated herein.

AND, that said public improvements shall be completed as required by the subdivision agreement.

NOW, THEREFORE, it is understood and agreed that this obligation shall continue in effect until released in writing by the City of Coeur d'Alene, Kootenai County, Idaho;

AND, in the event that the Principal shall well and truly and in good, sufficient and workmanlike manner, perform or cause to be performed the subdivision agreement, and each and every one of the covenants, promises, agreements and provisions therein stipulated, and in each and every respect comply with the conditions therein contained, then this obligation shall be void and promptly released by the City of Coeur d'Alene; otherwise to remain in full force and effect. As a condition precedent to the satisfactory completion of the said contract, the above obligation in the said amount shall hold good for a period of at least one (1) year after the completion and acceptance of the said work, during which time if the above bounden Principal, his or its heirs, executors, administrators, successors or assigns shall fail to make full, complete, and satisfactory repair and replacements or totally protect the said City from loss or damage made evident during said period of one year from the date of acceptance of said work, and resulting from or caused by defective materials and/or faulty workmanship in the prosecution of the work done, the above obligation in the said amount shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety hereunder shall continue so long as any obligation of the Principal remains.

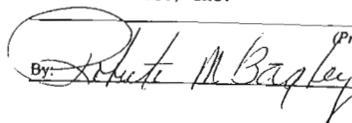
Effective: November 15, 2007

Provided, however, that the attached bond as changed by this Rider shall be subject to all its agreements, conditions and limitations, and that the liability of the Surety under the attached bond and under the attached bond as changed by this Rider shall not be cumulative.

ACCEPTED:

  
Hayden LLC  
(Obligee)

ACI Northwest, Inc.

  
(Principal)  
By: Robert M. Bagley  
Title

By:

\_\_\_\_\_  
Title

GREAT AMERICAN INSURANCE COMPANY

By:   
James E. Majeskey, II . Attorney-in-Fact

# GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 580 WALNUT STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by  
this power of attorney is not more than FIVE

No. 0 14438

## POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute in behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
WALTER W. WOLF	ALL OF	ALL
JUDITH A. RAPP	SPOKANE,	\$75,000,000.00
JUDITH C. KAISER-SMITH	WASHINGTON	
JAMES E. MAJESKEY		
LOIS GLUBRECHT		

This Power of Attorney revokes all previous powers issued in behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 26th day of, SEPTEMBER, 2007.

Attest

GREAT AMERICAN INSURANCE COMPANY

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (513-369-3811)

On this 26th day of SEPTEMBER, 2007, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is the Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated March 1, 1993.

*RESOLVED: That the Division President, the several Division Vice Presidents and Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.*

*RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract or suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.*

## CERTIFICATION

I, RONALD C. HAYES, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of March 1, 1993 have not been revoked and are now in full force and effect.

Signed and sealed this 15th day of, November, 2007.

EXHIBIT "3"



DUAL OBLIGEE RIDER

TO BE ATTACHED TO and form a part of Bond No. 4 58 44 04 dated the 12th day of October 20 06, issued by Great American Insurance Company, as Surety on behalf of ACI Northwest, Inc. as Principal, in favor of Hayden LLC as Obligee.

WHEREAS, upon the request of the Principal and Obligee, the attached bond is hereby amended to add City of Coeur d'Alene, Idaho 710 Mullen Ave., Coeur d'Alene, ID 83814 as an Additional Obligee(s).

PROVIDED HOWEVER, there shall be no liability under this bond to the Obligee(s), or any of them unless the said Obligee(s), or any of them shall make payments to the Principal strictly in accordance with the terms of said contract as to payments, and shall perform all of the other obligations to be performed under said contract at the time and in the manner therein set forth; all of the acts of one Obligee being binding upon the others.

The attached bond shall be subject to all of the terms, conditions and limitations except as herein modified.

Signed, sealed and dated this 2nd day of February, 20 07.

ACI Northwest, Inc. By: [Signature] (Principal)

Witness: [Signature] Lois K. Glubrecht, CSR

Great American Insurance Company By: [Signature] (Surety) Attorney-in-Fact JO Ann Mikkelsen

Witness: \_\_\_\_\_

By: [Signature] (Obligee)

JPY

**Acknowledgment by Additional Obligees:**

The Additional Obligee(s) hereby acknowledge that this agreement is subject to the precedent condition that the Additional Obligee(s) shall have no right of action against the Principal or the Surety except such as the original Obligee would have and shall be subject to all counterclaims, offsets and defenses however arising which would be available against the original Obligee.

In no event shall the Surety be liable in the aggregate to the Obligee(s) for more than the penalty of the Performance Bond. At the Surety's election, any payment due to any Obligee(s) may be made by its check issued jointly to all.

WITNESS the following signatures and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

BY: \_\_\_\_\_  
(Additional Obligee)

Witness: \_\_\_\_\_

BY: \_\_\_\_\_  
(Additional Obligee)

CITY SIGN 

BY: \_\_\_\_\_  
(Additional Obligee)

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 580 WALNUT STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than FIVE

No. 0 13832

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute in behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof, provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
WALTER W. WOLF JUDITH A. RAPP JO ANN MIKKELSEN JUDITY C. KAISER-SMITH JAMES E. MAJESKEY, II	ALL OF SPOKANE, WASHINGTON	ALL \$75,000,000.00

This Power of Attorney revokes all previous powers issued in behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 5<sup>th</sup> day of, MAY, 2006.

Attest

GREAT AMERICAN INSURANCE COMPANY

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (513-369-3811)

On this 5<sup>th</sup> day of MAY, 2006, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is the Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated March 1, 1993.

RESOLVED: That the Division President, the several Division Vice Presidents and Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract or suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, RONALD C. HAYES, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of March 1, 1993 have not been revoked and are now in full force and effect.

Signed and sealed this 2<sup>nd</sup> day of, February, 2007

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A312

## Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**CONTRACTOR (Name and Address):**

ACI Northwest Inc.  
6600 N. Government Way  
Coeur d'Alene, ID 83815

**SURETY (Name and Principal Place of Business):**

Great American Insurance Company  
14973 Interurban Ave. South Ste #209  
Seattle, WA 98168

**OWNER (Name and Address):**

Hayden LLC  
1400 Northwood Center Ct.  
Coeur d'Alene, ID 83814

**CONSTRUCTION CONTRACT**

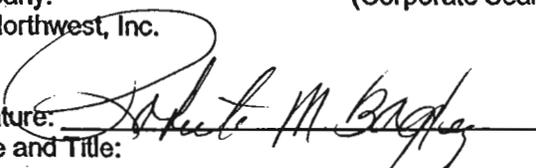
Date: October 11, 2006  
Amount: \*\*Seven Hundred Eighty Five Thousand and No/100\*\* (\$785,000.00)  
Description (Name and Location): Huetter Interseptor Line ACI Job #6216

**BOND 4 58 44 04**

Date (Not earlier than Construction Contract Date): October 12, 2006  
Amount: \*\*Seven Hundred Eighty Five Thousand and No/100\*\* (\$785,000.00)  
Modifications to this Bond:  None  See Page 3

**CONTRACTOR AS PRINCIPAL**

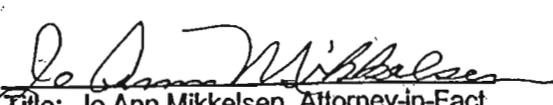
Company: ACI Northwest, Inc. (Corporate Seal)

Signature:   
Name and Title:

(Any additional signatures appear on page 3)

**SURETY**

Company: Great American Insurance Company (Corporate Seal)

Signature:   
Name and Title: Jo Ann Mikkelsen, Attorney-in-Fact

(FOR INFORMATION ONLY - Name, Address and Telephone)  
AGENT or BROKER: Wolf-Majeskey-Rapp, Inc.

P.O. Box 2984  
Spokane, WA 99220  
(509) 535-9178

OWNER'S REPRESENTATIVE (Architect, Engineer or other party)  
:

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if not liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located

and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

**10** Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

**11** When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

**12 DEFINITIONS**

**12.1** Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments

have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

**12.2** Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

**12.3** Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

**12.4** Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

**MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:**

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL  
Company: \_\_\_\_\_ (Corporate Seal)

SURETY  
Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title:  
Address:

Signature: \_\_\_\_\_  
Name and Title:  
Address:

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A312

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

ACI Northwest Inc.
6600 N. Government Way
Coeur d'Alene, ID 83815

SURETY (Name and Principal Place of Business):

Great American Insurance Company
14973 Interurban Ave. South Ste #209
Seattle, WA 98168

OWNER (Name and Address):

Hayden LLC
1400 Northwood Center Ct.
Coeur d'Alene, ID 83814

CONSTRUCTION CONTRACT

Date: October 11, 2006
Amount: \*\*Seven Hundred Eighty Five Thousand and No/100\*\* (\$785,000.00)
Description (Name and Location): Huetter Interseptor Line ACI Job #6216

BOND 4 58 44 04

Date (Not earlier than Construction Contract Date): October 12, 2006
Amount: \*\*Seven Hundred Eighty Five Thousand and No/100\*\* (\$785,000.00)
Modifications to this Bond: [X] None

[ ] See Page 6

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
ACI Northwest, Inc.

Signature: [Signature]
Name and Title:

SURETY

Company: (Corporate Seal)
Great American Insurance Company

Signature: [Signature]
Name and Title: Jo Ann Mikkelsen, Attorney-in-Fact

(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY - Name, Address and Telephone)
AGENT or BROKER: Wolf-Majeskey-Rapp, Inc.
P.O. Box 2984
Spokane, WA 99220
(509) 535-9178

OWNER'S REPRESENTATIVE (Architect, Engineer or other party)

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond

conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

**15 DEFINITIONS**

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone

service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

**MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:**

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL  
Company: \_\_\_\_\_ (Corporate Seal)

SURETY  
Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title:  
Address:

Signature: \_\_\_\_\_  
Name and Title:  
Address:

**MEMORANDUM OF UNDERSTAND AND ENFORCEMENT AUTHORIZATION FOR  
CITIES WITH THEIR OWN POLICE DEPARTMENT**

This Memorandum of Understanding entered the \_\_\_\_\_ day of \_\_\_\_\_, 200\_, between the Kootenai County Sheriff, P.O. Box 9000, Coeur d'Alene, ID 83816 (hereinafter referred to as the "SHERIFF"), and the city of \_\_\_\_\_ (hereinafter referred to as the "CITY").

The Memorandum of Understanding is for the purpose of memorializing the understanding between the parties as to their respective roles relating to law enforcement within the city limits of the CITY and to authorize the SHERIFF to enforce CITY Ordinances on behalf of the CITY when necessary.

It is understood by the parties that pursuant to Idaho Code Sections 31-2202 and 31-2227 it is the responsibility of the SHERIFF to enforce the penal laws of the State of Idaho within the boundaries of the CITY irrespective of whether or not the CITY has municipal officers.

It is further understood by the parties that the SHERIFF is willing to enforce the CITY ordinances and codes, as authorized by the CITY when necessary, but that the SHERIFF has not represented that he can provide a particular level of service in doing so.

It is further understood that all applicable fines and forfeitures generated by citations or arrests within the CITY limits shall be dispersed to the CITY pursuant to Idaho Code Section 19-4705.

By execution of the Memorandum of Understanding, the CITY authorizes the SHERIFF to enforce CITY ordinances and codes on behalf of the CITY, in his capacity as the Kootenai County Sheriff and not as an employee of the CITY.

It is further understood by the CITY and the SHERIFF that each party agrees to hold one another harmless and indemnify the other from any and all liability, loss, damage or claims, excluding that arising from gross negligence or intentional acts of either's employees, that either may suffer arising out of or in connection with the actions of CITY and SHERIFF employees rendered pursuant to this Memorandum of Understanding.

Either party may terminate this Memorandum of Understanding upon thirty (30) days written notice.

KOOTENAI COUNTY SHERIFF

  
\_\_\_\_\_  
Rocky Watson

CITY OF \_\_\_\_\_

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

## MEMORANDUM

TO: GENERAL SERVICES COMMITTEE

FROM: WENDY GABRIEL, CITY ADMINISTRATOR

DATE: NOVEMBER 20, 2007

RE: CONTRACT RENEWAL – Coeur d’Alene Downtown Association, Inc.

**Decision Point:** Whether to renew the Downtown Association Contract for another three-year term?

**History:** The City has contracted with the Coeur d’Alene Downtown Association for several three-year terms. Each contract renewal sees greater partnerships and opportunities for our two organizations. Newer partnerships include the Downtown Association’s relationship with the Coeur d’Alene Area Chamber of Commerce for support and shared space as well as with the Lake City Development Corporation.

**Financial and Performance Analysis:** The contract requires consideration for services provided by the Downtown Association. A copy of the Association’s “QUARTERLY REPORT CARD” is attached as an example of the number of activities provided by the Association on a daily, monthly, and annual basis. Also attached is a list of the economic development committees organized and managed by the Association. Finally, Exhibit “2” to the contract includes a list of additional maintenance responsibilities of the Association. The contract amount requested includes a \$5,000 increase from the prior contract. This increase takes into consideration inflation as well as the Association’s desire to begin to build up the electrical fund in order to identify the deficiencies in the electrical system and develop a plan for improvement.

**Quality of Life Analysis:** With renewal of this contract, the Coeur d’Alene Downtown Association and the City of Coeur d’Alene will continue to work together and with other partners to ensure the viability of the heart of our City for all of our citizens and visitors.

**Recommendation:** It is recommended that the Coeur d’Alene Downtown Association contract be renewed.

## AGREEMENT

THIS AGREEMENT, made and dated this 4<sup>th</sup> day of December, 2007 by and 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 the **Coeur d'Alene Downtown Association, Inc.**, a non-profit corporation organized and existing under the laws of the State of Idaho, with its principal place of business at 105 N. 1<sup>st</sup> Street, Suite 100, Coeur d'Alene, Kootenai County, Idaho, hereinafter referred to as the "Association."

WITNESSETH:

WHEREAS, the City has various municipal codes which allow and or regulate activities in the Central Business District (as defined by Municipal Code Section 17.02.040B) and the Business Improvement District (established pursuant to Coeur d'Alene Ordinance 2293), including but not limited to sidewalk uses and a business improvement district; and

WHEREAS, the Association is a business association operating within the boundaries of the Central Business District (CBD) and has contracted pursuant to an agreement approved by Resolution 96-067 to operate the Business Improvement District (B.I.D.) established by Coeur d'Alene Ordinance No. 2293; and

WHEREAS, the Association, pursuant to agreements approved by Resolutions 04-042, 01-046 and 98-069, has performed certain specified duties; and

WHEREAS, pursuant to an agreement approved by Resolution 91-135 the Association has from time to time in the past assisted the City in administration of sidewalk encroachment permits in the B.I.D; and

WHEREAS, the City is authorized pursuant to Idaho Code Section 50-302 to maintain peace, good government and welfare of the City and its trade, commerce, and industry; and

WHEREAS, the Association is knowledgeable and has the capability and resources to undertake certain obligations of the City which will further the public health and safety as well as maintain and enhance the welfare of the City, its trade, commerce, and industry; and

WHEREAS, the City and the Association are desirous of continuing the partnership created by the above mentioned agreements, with some modifications to the duties and responsibilities of each, and further desire to set forth in a new agreement the modified duties and responsibilities of each, which agreement will replace all previous agreements entered into by the parties except as specifically set forth herein; and

WHEREAS, it would be in the best interest of the City and the citizens thereof that the City enter into an agreement with the Association for the performance of the duties set forth below; NOW THEREFORE,

IN CONSIDERATION of the covenants and conditions set forth herein, the parties agree as follows:

SECTION 1. TERM.

The term of this Agreement shall be for three (3) years, commencing on the 1<sup>st</sup> day of October 2007.

SECTION 2. TIME IS OF THE ESSENCE.

The parties agree that time is of the essence in this Agreement.

SECTION 3. DUTIES OF THE ASSOCIATION.

The Association agrees as follows:

A. Performance of B.I.D. duties.

1. The parties ratify the terms and conditions of the "Revised Agreement" entered into pursuant to Resolution 96-067, which regulates the administration and operation of the B.I.D. with the exception of the maintenance responsibilities set forth in paragraphs 19 and 20 of said "Revised Agreement" and Exhibit "A" of said "Revised Agreement" entitled "COEUR D'ALENE DOWNTOWN ASSOCIATION MAINTENANCE RESPONSIBILITIES". A copy of Resolution 96-067 is attached hereto as Exhibit "1" for reference.

2. The parties further agree that the maintenance responsibilities set forth in paragraphs 19 and 20 and Exhibit "A" of said "Revised Agreement" shall and are hereby replaced by Exhibit "2" to this agreement which Exhibit "2" is attached hereto and by this reference incorporated herein.

B. Organization and Public Meetings. The Association agrees to maintain itself as a viable, active organization representing the interests of downtown businesses by continuing to hold monthly Board meetings, and by having regular committee and membership meetings. As such the Association agrees to organize and hold at least two (2) public meetings, at reasonable times and places each year for the purpose of reviewing the status of downtown activities. These meetings may be integrated with other Coeur d'Alene Downtown Association activities.

C. Signs and Beautification. The Association agrees to facilitate and coordinate with the City its utilization and placement of signs, flowers, and other aesthetically pleasing improvements in the downtown area as recommended in the "Downtown Coeur d'Alene-Economic Enhancement Strategy 1997") on file in the office of Municipal Services Director and

incorporated herein as if set forth fully, hereafter referred to as the "Strategy) and any other subsequent study, plan, or design which stems from the "Strategy", collectively referred to as the Hyatt Palma Plan.

D. Furtherance of Trade, Commerce and Industry. The Association further agrees to:

1. Review City regulations, ordinances, and policies during the term of this Agreement and make recommendations to the City for implementation of changes designed to facilitate public health, safety, and welfare including changes to further the welfare of the City, its trade, commerce, and industry.
2. Maintain an asset matrix within the B.I.D and to work with property owners and real estate investors and representatives on a regular basis to encourage vacancies be filled with uses as identified in the Hyatt Palma Plan and to further encourage the development of quality office and mixed-use buildings within the B.I.D.
3. Seek out and work with private investors to encourage them to undertake projects and open businesses, which have been identified as, appropriate in the Hyatta Palma Plan.
4. Initiate discussions with quality housing developers and local lenders to determine actions, incentives or other steps that could be employed to encourage the development of housing both owner-occupied and rental units within the B.I.D.
5. Identify specific types of businesses to be recruited consistent with the Hyatt Palma Plan and facilitate recruitment by, among other things, arranging meetings, providing an escort, and alerting specific business owners, bankers, and City representatives of their visits so that they may assist. Existing businesses should be offered the opportunity to expand prior to recruiting from outside the B.I.D.
6. Report to the City on an annual basis regarding Association business and to communicate regularly with B.I.D members through newsletters, and other means in order to educate property owners in the BID regarding their responsibilities and the benefits of the Association.
7. Continue to market and enhance the B.I.D through partnerships with the City, the Chamber of Commerce, Jobs Plus, and the Lake City Development Corporation.
8. Annually maintain at least six (6) action committees.
9. Develop and implement a plan to promote a Clean and Safe downtown

10. Meet and greet all businesses within the BID and explain the Association's function and responsibilities and educate them regarding their responsibilities and the benefits of the Association.
11. Market and promote or support the marketing and promotion of events pertaining to downtown.
12. Develop and implement a successful marketing plan annually to be delivered to the City by June 30<sup>th</sup> annually.
13. Establish and maintain an account for the funds received for electricity. This account will be used to maintain and upgrade electrical systems within the B.I.D. The Association agrees to identify the deficiencies and prepare a plan within the first year of the contract to improve the deficiencies.

E. Participation on Parking Commission. The Association will participate on the Parking Commission.

F. Participation in Negotiations Involving Parking Lot and On-Street Parking Agreements. The Association also agrees to participate with the City in future negotiations of public parking lot and on-street parking agreements that occur during the term of this agreement.

#### SECTION 4. CITY OF COEUR D'ALENE RESPONSIBILITY.

For the duration of this Agreement the City agrees to provide the following services to the Coeur d'Alene Downtown Association:

1. Monthly billings and an accounting of receipts and funds held for the Business Improvement District and provide the Association with the ability to make periodic updates to the system.
2. Maintain the Parking Commission to help regulate and facilitate parking needs.
3. Provide continued assistance from City staff to the Association as appropriate.

#### SECTION 5. LIABILITY INSURANCE.

The Association agrees to, at its own expense, maintain liability insurance naming the City as an additional insured in the amount of One Million and no/100 Dollars (\$1,000,000.00) for property damage or bodily 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 from whatever cause. The Association also agrees to maintain Workman's Compensation coverage on all employees. The Association agrees to provide certificates of insurance to the Municipal Services Director providing proof of required insurance coverage. All certificates of insurance shall

provide at least 30 days notice to the City before cancellation and be in a form acceptable to the City Attorney.

SECTION 6. DEFEND, INDEMNIFY AND HOLD HARMLESS.

The Association agrees to defend, indemnify and hold the City harmless from any loss, claim, or action to which it may be put by reason of any act or omission of the Association or its employees arising in the performance of this Agreement except for damages caused by or resulting from the sole negligence of the City, its agents or employees. The parties agree that the policy of liability insurance set forth in Section 5 above entitled "Liability Insurance" shall include the provision referred to in this Section 6.

SECTION 7. INDEPENDENT CONTRACTOR.

The parties further agree that the Association is an independent contractor and not an employee of the City.

SECTION 8. CONSIDERATION.

In consideration for the services and performance herein by the Association, the City shall pay to the Association the sum of Forty Thousand Dollars (\$40,000.00) each year payable as follows: The sum of Three Thousand Three Hundred and Thirty-three Dollars and 33/100 (\$3,333.33) payable by the 25th day of each month for the term of this Agreement unless prior termination occurs pursuant to Section 17 or 18 of this Agreement. The first year of the contract will have no increase. The second and third year of this contract, consideration will be increased based upon the July Consumer Price Index (CPI) for "All Urban Consumers" based upon the U.S. City average for the preceding 12-month period.

SECTION 9. FURTHER CONSIDERATION.

The parties agree that in exchange for the services and performance of the Association described above that the City will pay to the Association the additional sum of Two Thousand Five Hundred Dollars (\$2,500) quarterly upon the submission of a quarterly progress report to the City in the form attached as Exhibit "3".

SECTION 10. NOTICES.

Any notice under this Agreement shall be in writing and either personally served or sent by placing such written notice in the United States Mail, properly addressed to the Association or to the City at the addresses hereinafter stated, with proper postage affixed. Service of any notice may also be accomplished in any manner provided for the service of process under Idaho Rules of Civil Procedure, Rule 5(b).

Notices to the Association:

Coeur d'Alene Downtown Business Association, Inc.  
105 N. 1<sup>st</sup> Street, Suite 100  
Coeur d'Alene, Idaho 83814

Notices to the City:

Municipal Services Director and City Clerk  
710 Mullan Avenue  
Coeur d'Alene, ID 83814

SECTION 11. VENUE.

This Agreement shall be performed pursuant to the laws of the state of Idaho. Any litigation regarding this Agreement or any of the provisions contained herein shall be brought in Kootenai County, Idaho. The prevailing party shall be allowed such reasonable amount for attorney's fees, costs, and expenses as may be set by the court.

SECTION 12. CONFLICT OF INTEREST.

No officer or employee of the City having the power or the duty to perform any official act or action related to this Agreement shall have or acquire any interest in this Agreement, or have solicited, accepted, or granted a present or future gift, favor, service, or other thing or value from or to any person involved in this Agreement.

SECTION 13. ASSIGNMENT.

This Agreement shall not be assigned by the Association without the prior written approval of the City.

SECTION 14. NO DISCRIMINATION.

In the performance of this Agreement, the parties shall not discriminate on the basis of race, color, sex, religion, national origin, creed, or age.

SECTION 15. SECTION HEADINGS.

The section headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the respective sections to which they appertain.

SECTION 16. ENTIRE AGREEMENT.

This Agreement with exhibits herein, constitutes the entire Agreement between the parties hereto and may not be modified except by an instrument in writing signed by both parties.

SECTION 17. TERMINATION FOR CAUSE.

In the event the Association fails, neglects, or refuses to perform any covenant or condition herein required, the City may terminate this Agreement, or the City may, at its option, require specific performance of the terms hereof or take such other recourse as may be open to it in law or in equity. Provided, however, that before declaring such default, the City shall notify the Association in writing of the particulars in which it deems the Association to be in default, and the Association shall have five (5) days from the time such written notice has been placed in the United States Mail addressed to the Association at the address hereinabove stated, with proper postage affixed, within which to remedy the default. In lieu of service by mail, a notice of default or of termination may be served in the manner provided for the service of process under the Idaho Rules of Civil Procedure, Rule 5(b). In the event of personal service, the Association shall have four (4) days from the time of such service to remedy the default.

SECTION 18. TERMINATION FOR CONVENIENCE OF CITY.

This Agreement may be terminated by the City for its convenience by giving thirty (30) days written notice to terminate to the Association specifying the effective date of such termination. In this event, the City shall have no further obligations under this Agreement including the monthly payments set forth in Section 8 and 9 entitled "Consideration" and "Further Consideration".

SECTION 19. SEVERABILITY.

If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be invalid, unconscionable, illegal, or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision shall be valid and be enforceable to the fullest extent permitted by law. It is the intention of the parties that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, the provision shall have the meaning which renders it valid.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this contract on behalf of said City and the Association has caused the same to be signed by their respective Presidents, the day and year first above written.

CITY OF COEUR D'ALENE,

COEUR D'ALENE DOWNTOWN  
ASSOCIATION, INC. KOOTENAI COUNTY,  
IDAHO

By: \_\_\_\_\_  
Sandi Bloem, Mayor

By: \_\_\_\_\_  
Its: President

ATTEST:

\_\_\_\_\_  
Susan K. Weathers, City Clerk

\_\_\_\_\_  
Its: Secretary

STATE OF IDAHO            )  
  )ss.  
County of Kootenai        )

On this 4<sup>th</sup> day of December, 2007, before me, a Notary Public, personally appeared **Sandi Bloem** and **Susan K. Weathers**, known to me to be the City Clerk, respectively, of the City of Coeur d'Alene and the persons who 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 in \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

STATE OF IDAHO        )  
  ) ss.  
County of Kootenai    )

On this \_\_\_\_\_ day of December, 2007, before me, a Notary Public, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_, of the **Coeur d' Alene Downtown Association, Inc.**, and the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

\_\_\_\_\_  
Notary Public for Idaho  
Residing in \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**MAINTENANCE RESPONSIBILITIES  
FOR THE COEUR D'ALENE DOWNTOWN B.I.D.**

“O” indicates duty to inspect and oversee

“M” indicates duty to maintain, repair, replace and/or pay cost

	Downtown	City of CDA
<u>Sidewalks &amp; Pavers</u> Repair cracks, buckling, & other unsafe conditions Defacement (e.g. weeds, gum, graffiti) Daily cleaning and maintenance Weeds, gum, and graffiti abatement Repairs – work with adjacent property owners to ensure repairs are made	O O/M O/M O/M O	
<u>Trees and Grates*</u> Spraying for bugs Repair/Replace trees due to ie. disease, old age Wrapping/painting of scars Replace/Repair trees and grates (if damaged by property occupant/owners or B.I.D. operations) Prune and Maintenance Repair/Replace trees if damaged otherwise Repair/Replace grates when tree outgrows opening  *replacement trees shall be 1 ½ inch caliper	O/M O/M O/M O/M  O/M O O/M	      M
<u>Trash Cans</u> Paint Repair & Replacement Trash removal weekly Trash removal/special events	O/M O O/M O/M	  M
<u>Street Benches*</u> Replacement, Repair and Installation Paint and Varnish *replacement may include a maintenance free product as agreed by the parties	O O/M	 M
<u>Flower Baskets/Decorations</u> Replacement Watering & weeding	O/M O/M	

Installation	O/M	
Repair of banner arms and clamps	O/M	
Repainting banner poles	O/M	

<u>Water Fountains</u>		
Paint	O/M	
Exterior plumbing	O	
Repair	O	M
Replacement	O	M
Interior plumbing	O	
Visible plumbing to and including water line hookup	O	M
<u>Electrical</u>		
Tree electrical boxes	O	
Repair	O	M
Replacement	O	M
Main panel work (unless damage caused by damaged circuits or overloaded circuits)		O/M
<u>Street Lamps/Poles*</u>		
Paint	O/M	
Globe replacement	O	M
*DTA to report need to Kim Harrington 769-2227		
<u>Snow Removal</u>		
Sidewalks	O/M	
Streets		O/M
Curb berm	O/M	
Intersections		O/M
<u>Newspaper Stands</u>		
Paint	O	
Repair/replacement	O	
<u>Irrigation</u>		
Repairs	O	M
Seasonal opening/closing		O/M
Water consumption	O/M	

RESOLUTION NO. 96-067

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A REVISED AGREEMENT WITH THE COEUR D'ALENE DOWNTOWN ASSOCIATION.

WHEREAS, pursuant to Resolution No. 90-140 adopted the 22nd day of May, 1990, the city of Coeur d'Alene entered into an agreement with the Coeur d'Alene Downtown Association to administer a Business Improvement District; and

WHEREAS, said agreement was amended pursuant to Resolution No. 91-138 dated the 7th day of May, 1991 and Resolution No. 93-031 dated the 3rd day of November, 1992; and

WHEREAS, said agreement set forth the responsibilities of the parties as then anticipated; and

WHEREAS, the parties agree that the responsibility for repair, replacement and maintenance of street furniture and other items should be amended as set forth in the Revised Agreement attached hereto as Exhibit "1," and incorporated herein by this reference; and

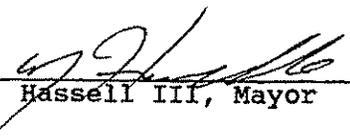
WHEREAS, it is deemed to be in the best interests of the city of Coeur d'Alene and the citizens thereof to enter into such agreement; NOW, THEREFORE,

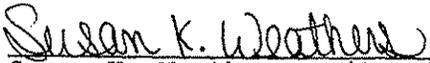
BE IT RESOLVED, that the city enter into a Revised Agreement with the Coeur d'Alene Downtown Association in substantially the form attached hereto as Exhibit "1," incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said Revised 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 Revised Agreement on behalf of the city.

DATED this 21st day of May, 1996.

ATTEST:

  
A.J. Hassell III, Mayor

  
Susan K. Weathers, City Clerk

Resolution No. 96-067: Page 1

Motion by Packard, Seconded by Servick,  
to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER WALLACE Voted       

COUNCIL MEMBER PACKARD Voted Aye

COUNCIL MEMBER REID Voted Aye

COUNCIL MEMBER EDINGER Voted       

COUNCIL MEMBER SERVICK Voted Aye

COUNCIL MEMBER COPSTEAD Voted Aye

Councilmen Edinger and Wallace <sup>were</sup> ~~was~~ absent. Motion carried.

REVISED AGREEMENT

THIS AGREEMENT, made and dated this 21st day of May, 1996 by and 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," whose mailing address is the City Hall, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814, and the Coeur d'Alene Downtown Association, Inc., a non-profit corporation organized and existing under the laws of the state of Idaho, with its principal place of business located in Coeur d'Alene, Kootenai County, Idaho, hereinafter referred to as the "Association,"

W I T N E S S E T H:

WHEREAS, the City, pursuant to Ordinance No. 2293 as authorized by Idaho Code {50-2601, et seq, has established a Business Improvement District, hereinafter referred to as the "B.I.D."; and

WHEREAS, the City desires that an entity other than the City administer the operation of the B.I.D.; and

WHEREAS, pursuant to Idaho Code {50-2611, a City may contract with a Chamber of Commerce or other similar business association to administer the operation of a B.I.D.; and

WHEREAS, the Association is a business association operating primarily within the boundaries of the B.I.D. established by Ordinance No. 2293; NOW, THEREFORE,

IN CONSIDERATION of the covenants and conditions set forth herein, the parties agree as follows:

1. The parties agree, pursuant to Idaho Code {50-2611, that the Association is designated by the City to administer the operation of the B.I.D. and to this end the Association shall adopt bylaws necessary to fulfill the terms of this agreement; provided that such administration must comply with all applicable provisions of state and local law including but not limited to Chapter 26, Title 50, of the Idaho Code, with all county or city resolutions and ordinances, and with all regulations lawfully imposed by the state auditor or other state agencies.

2. The principal office of the Association shall be c/o Sandy Bloom, Registered Agent, 408 Sherman Avenue, Coeur d'Alene, Idaho 83814, or as otherwise designated by the Association's Board of Directors and approved by the City.

3. The Association shall take such steps as are necessary to effectuate the purposes of the B.I.D. Ordinance No. 2293.

4. The Association shall project revenues and estimate expenditures for review by the City Council based on a June 1 through May 31 fiscal year. The budget shall be submitted to the City no later than June 1 of each fiscal year for review and adoption by the City Council as part of the City budget.

5. The Association's Directors shall hold a public hearing to allow members of the B.I.D. to review the proposed budget prior to submitting the proposal to the City.

6. A business may petition the Association's Directors in writing for an appeal of its classification by a Board of Appeals. The Board of Appeals shall have three (3) members appointed by the Association's Board of Directors. The Board of Appeals shall have authority to verify the square footage or other method utilized in determining assessments and the Board shall make corrections in the event an error has occurred, which correction may cause an increase or decrease in the assessment.

7. The Association shall establish goals and objectives, and projects and programs for the B.I.D. which shall be submitted with the budgetary information.

8. The fiscal year of the Association shall begin on the 1st day of June of each year and end at midnight on the last day of May of the following year.

9. The Association shall keep correct and complete books and records of account, and shall also keep minutes of the regular and special meetings of the Association and meetings of the Association's Board of Directors, and shall keep at the principal office a record giving the names and addresses of the members entitled to vote.

10. All books and records of the Association may be inspected by the City or its agent for any proper purpose at any reasonable time.

11. All expenditures shall be made using the same procedures used for regular City expenditures. Claim forms shall be signed by two or more officers or agents of the Association as the Board of Directors of the Association may direct as evidenced by a resolution passed by the Board, a conformed copy of which will be delivered to the City Finance Director. The Association shall have attached all necessary invoices as evidence of the purchases.

12. The Association may hire staff in accordance with the budget who shall be employees of the B.I.D. rather than the City.

13. The City shall be responsible for billing and accounting for assessments; however, the City shall not be responsible for any financial obligations incurred by the Association.

14. The parties agree that the City shall deduct from receipts, annually, one thousand dollars of the collected assessments for providing billing, accounting, and other services.

15. The Association agrees it shall make all reasonable efforts to collect any unpaid assessments, including but not limited to court enforced assessments. All assessments collected shall be immediately forwarded to the City. The City agrees to reasonably assist the Association in such performance of such duties.

16. Any expenditures for physical improvements to public properties shall be made in accordance with competitive bidding practices as required by law.

17. The Association may declare special event days for the B.I.D. in accordance with previous Council policy and City ordinances, including but not limited to street closures.

18. The Association may establish marketing and advertising campaigns for the B.I.D.

19. Within the boundaries of LID #126, the City shall have those maintenance responsibilities indicated on the list entitled "COEUR D'ALENE DOWNTOWN ASSOCIATION MAINTENANCE RESPONSIBILITIES" attached hereto as Exhibit "A" and incorporated herein by this reference.

20. The Association shall have those maintenance responsibilities indicated on the list entitled "COEUR D'ALENE DOWNTOWN ASSOCIATION MAINTENANCE RESPONSIBILITIES" attached hereto as exhibit "A" and incorporated herein by this reference. Except as set forth in said Exhibit "A," the Association shall be responsible for the care and maintenance of street trees including the payment of water consumption. All City ordinances and policies regarding street trees shall apply.

21. This agreement shall be reviewed on an annual basis, and may be terminated upon thirty (30) days written notice to either party at the addresses hereinabove set forth.

IN WITNESS WHEREOF, the Mayor and City Clerk of the city of Coeur d'Alene have executed this contract on behalf of said city, the City Clerk has affixed the seal of said city hereto, and the Association has caused the same to be signed by its President, attested by its Secretary, and its seal to be affixed hereto, the day and year first above written.

CITY OF COEUR D'ALENE,  
KOOTENAI COUNTY, IDAHO

COEUR D'ALENE DOWNTOWN  
ASSOCIATION, INC.

By: [Signature]  
A.J. Hassell III, Mayor

By: [Signature]  
DANIEL F. AKEY, President

ATTEST:

ATTEST:

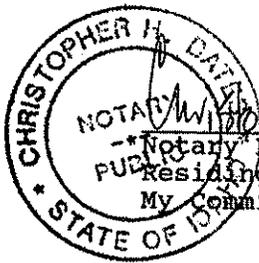
[Signature]  
Susan K. Weathers, City Clerk

[Signature]  
Curtis E. Ellis, Secretary

STATE OF IDAHO )  
                          ) ss.  
County of Kootenai )

On this 4<sup>th</sup> day of June, 1996, before me, a Notary Public, personally appeared A.J. Hassell, III and Susan Weathers, known to me to be the Mayor and City Clerk, respectively, of the city of Coeur d'Alene and the persons who executed the foregoing instrument and acknowledged to me that said city of Coeur d'Alene executed the same.

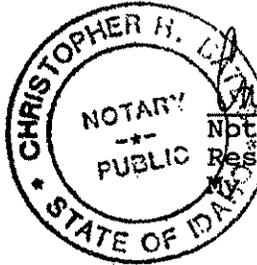
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

  
[Signature]  
Christopher H. Baker  
Notary Public for Idaho  
Residing at Coeur d'Alene  
My Commission expires: 4/11/03

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this 4<sup>th</sup> day of June, 1996, before me, a Notary Public, personally appeared DANIEL F. AKEY and CURTIS C. ELLIS, known to me to be the President and Secretary, respectively, of the Coeur d'Alene Downtown Association, 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.



Christopher H. Bakes  
Notary Public for Idaho  
Residing at Coeur d'Alene,  
My Commission expires: 4/11/00

COEUR D'ALENE DOWNTOWN ASSOCIATION  
MAINTENANCE RESPONSIBILITIES

	<u>Downtown</u>	<u>City of CDA</u>
<u>Sidewalk</u>		
- Repairs		
- Crack	<u>  x  </u>	<u>          </u>
- Defacement	<u>  x  </u>	<u>          </u>
<u>Trees</u>		
- Spraying for bugs	<u>  x  </u>	<u>          </u>
- Replacement	<u>  x  </u>	<u>          </u>
- Wrapping/painting of scars	<u>  x  </u>	<u>          </u>
- Grates (unless damaged by property owners or B.I.D. operations)		
-replacement	<u>          </u>	<u>  x  </u>
<u>Trash Cans</u>		
- Paint	<u>  x  </u>	<u>          </u>
- Replacement		
- Theft	<u>          </u>	<u>  x  </u>
- Destroyed	<u>          </u>	<u>  x  </u>
- Repair		
- Welding	<u>          </u>	<u>  x  </u>
- Attachment to sidewalk	<u>          </u>	<u>  x  </u>
<u>Park Benches</u>		
- Replacement or Repair		
- Theft	<u>          </u>	<u>  x  </u>
- Destroyed	<u>          </u>	<u>  x  </u>
- Paint	<u>  x  </u>	<u>          </u>
- Slats		
- Repaired		
- defacement	<u>          </u>	<u>  x  </u>
- revarnish	<u>          </u>	<u>  x  </u>
- Attachment to sidewalk		
- Vandalism	<u>          </u>	<u>  x  </u>
Replacement installation	<u>          </u>	<u>  x  </u>
<u>Banners</u>		
- Installation		
- Christmas banners	<u>          </u>	<u>  x  </u>
- Replacement banners	<u>  x  </u>	<u>          </u>
- Repair of banner arms and clamps	<u>  x  </u>	<u>          </u>
- Repainting banner poles	<u>  x  </u>	<u>          </u>

"x" indicates responsible party

	<u>Downtown</u>	<u>City of CDA</u>
<u>Water Fountains</u>		
- Paint	<u>  x  </u>	<u>          </u>
- Exterior plumbing (invisible)	<u>          </u>	<u>  x  </u>
- repair	<u>          </u>	<u>  x  </u>
- replacement	<u>          </u>	<u>  x  </u>
- Interior plumbing (invisible) - visible plumbing to and including water line hookup	<u>          </u>	<u>  x  </u>
<u>Electrical</u>		
- Tree electrical boxes		
- Repair	<u>  x  </u>	<u>          </u>
- Replacement	<u>  x  </u>	<u>          </u>
- Main Panel Work (unless damage caused by damaged circuits or overloaded circuits)	<u>          </u>	<u>  x  </u>
<u>Street Lamps</u>		
- paint	<u>  x  </u>	<u>          </u>
- globe replacement	<u>          </u>	<u>  x  </u>
<u>Snow Removal</u>		
- sidewalks	<u>  x  </u>	<u>          </u>
- streets	<u>          </u>	<u>  x  </u>
- curb berm	<u>  x  </u>	<u>          </u>
- intersections	<u>          </u>	<u>  x  </u>
<u>Bike Stands</u>		
- paint	<u>  x  </u>	<u>          </u>
- installation	<u>          </u>	<u>  x  </u>
<u>Newspaper Stands</u>		
- paint	<u>  x  </u>	<u>          </u>
- repair/replacement	<u>  x  </u>	<u>          </u>
<u>Irrigation</u>		
- repairs	<u>          </u>	<u>  x  </u>
- seasonal opening/closing	<u>          </u>	<u>  x  </u>
- water consumption	<u>  x  </u>	<u>          </u>

"x" indicates responsible party

## CITY COUNCIL

**DATE:** November 27, 2007  
**FROM:** Steve Anthony, Recreation Director  
**SUBJECT:** Bid Award - for Recreation Department Van

---

**DECISION POINT:**

Would the City Council award the purchase of a van for the Recreation Department to Robideaux Motors?

**HISTORY:**

On November 19, 2007 the City received bids from Robideaux Motors for the purchase of a 12-passenger van. Robideaux Motors submitted a bid in the amount of \$52,480 for a Ford E450 Diamond Chassis with a wheelchair lift.

**FINANCIAL ANALYSIS:**

The Recreation Department's budgeted amount for this purchase is \$54,000.00.

**PERFORMANCE ANALYSIS:**

The bid submitted by Robideaux Motors is a responsive bid in regard to the specifications required of the 12-passenger van and is within the department's budgeted amount.

**DECISION POINT/RECOMMENDATION:**

It is recommended by that Council award the bid to Robideaux Motors for the purchase of a Ford E450 Diamond Chassis 12-passenger van that includes a wheelchair lift.

## CITY COUNCIL

**Date:** November 29, 2007  
**From:** Bill Greenwood, Parks Superintendent  
**SUBJECT:** **Bid Award for Two Trucks**

---

**DECISION POINT:**

Will City Council award the purchase of two trucks for the Parks Department?

**HISTORY:**

We received bids on November 19, 2007 for the purchase of a Half ton Pick-up and a 1.5 Ton Flatbed Truck. Robideaux Motors was the lowest bidder in the amount of \$55,882.00.

**FINANCIAL ANALYSIS:**

The Parks Department has a combined budgeted amount of \$58,000 for these purchases.

**PERFORMANCE ANALYSIS:**

Robideaux Motors bid fulfilled the specification required and was within the budgeted amount.

**DECISION POINT/ RECOMMENDATION:**

City Council's recommendation is to award the bid to Robideaux Motors for the purchase of these two trucks.

## STAFF REPORT

TO: Mayor/City Council  
FROM: Steve Childers, Captain  
SUBJECT: Abandoned Vehicle Disposition  
DATE: November 26, 2007

---

**Decision Point:**

Authorization of civilian volunteer Paul McGraw to mark, tag and tow abandoned vehicles within the City limits of Coeur d'Alene.

**History:**

On December 19, 2006, City council adopted Resolution 06-080: Authorizing civilian volunteers from the Coeur d'Alene Police Department, as designated by City Council, "Authorized Officers" able to perform the function of removing abandon or junk vehicles.

**Financial Analysis:**

This proposed change in authorization that would allow for civilian volunteers to handle abandoned vehicle complaints would require no additional funds from the Police Budget. Volunteer uniforms and equipment are purchased with funds already allocated to the Police Department on a yearly basis.

**Performance Analysis:**

Authorization of civilian volunteers to handle abandoned vehicles will free up officers to spend more time on priority calls for service.

**Decision Point:**

We are requesting authorization be given to civilian volunteer Paul McGraw to mark, tag and tow abandoned vehicles.

**CITY COUNCIL  
STAFF REPORT**

**DATE:** December 4, 2007  
**FROM:** Christopher H. Bates, Engineering Project Manager   
**SUBJECT:** The Sanctuary on Eighth, Final Plat Approval

---

**DECISION POINT**

Staff is requesting the following:

1. City Council approval of the final plat document, a 1 building, 2 unit residential condominium development.

**HISTORY**

- a. Applicant: Vern Johnson  
PO Box 3457  
Hayden, ID 83835
- b. Location: East side of 8<sup>th</sup> Street, between Becklund Court and Spruce Avenue.

**FINANCIAL ANALYSIS**

There are no financial agreements necessary for this development.

**PERFORMANCE ANALYSIS**

All of the site development issues were previously addressed for the subject property. Approval of the final plat document will allow for the individual sale of the sale of the condominium units.

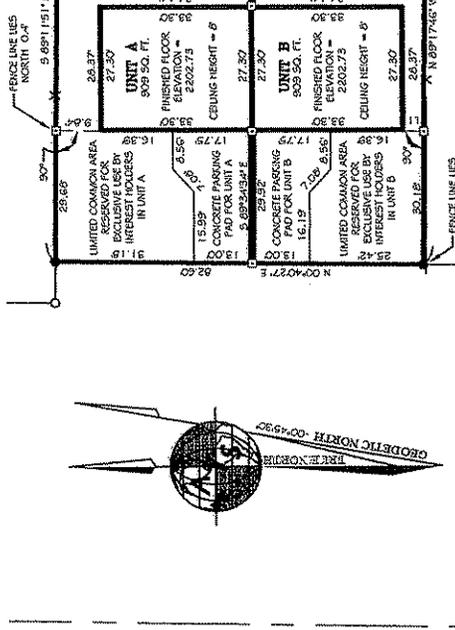
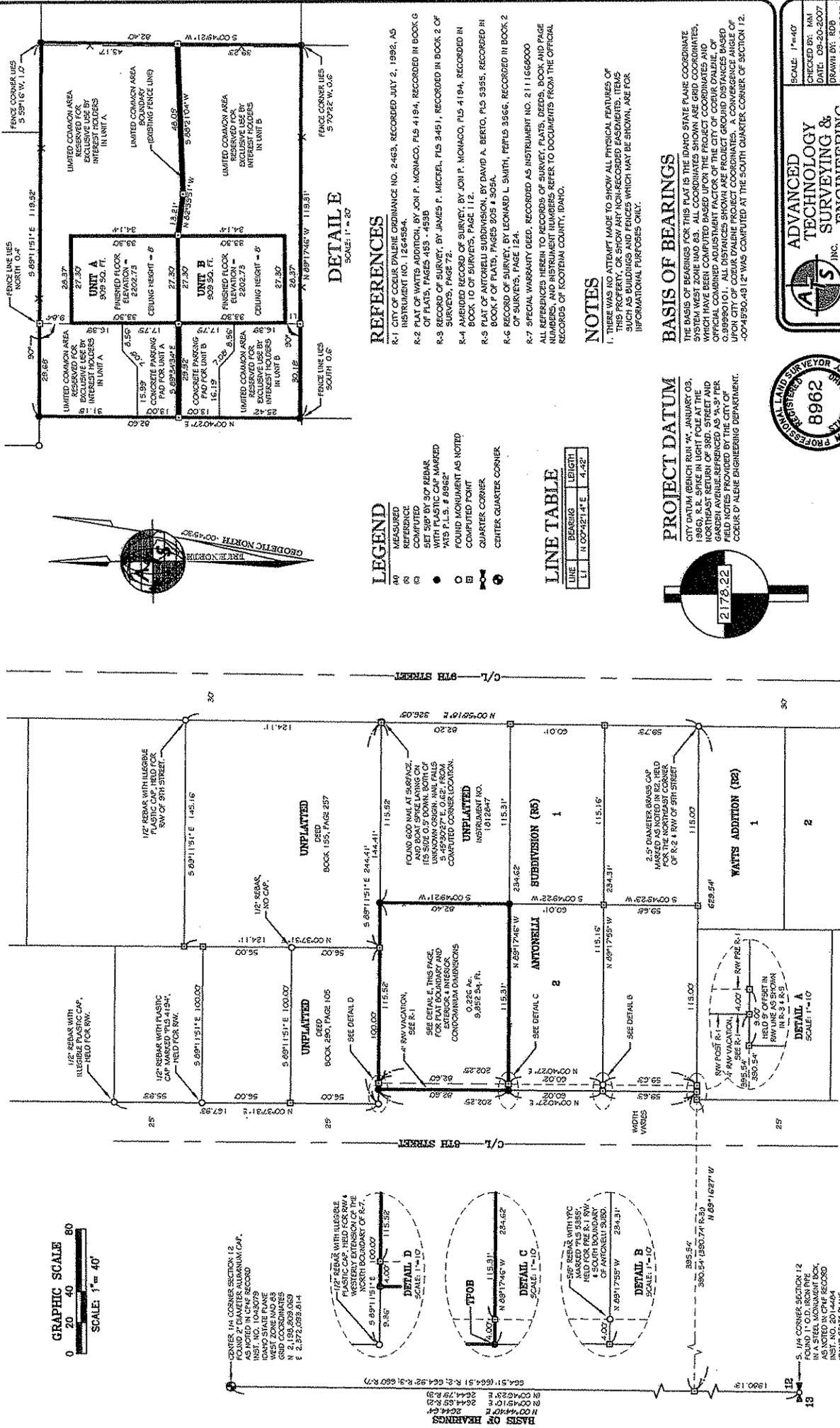
**DECISION POINT RECOMMENDATION**

1. Approve the final plat document.

# THE SANCTUARY ON EIGHTH

A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

PAGE 2 OF 2



**DETAIL E**  
SCALE: 1" = 20'

**LEGEND**

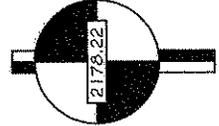
- AM MEASURED
- RE REFERENCE
- CS COMPUTED
- SET 5/8" BY 3/4" REBAR
- SET 1/2" BY 1/2" REBAR
- FOUND MONUMENT AS NOTED
- COMPUTED POINT
- QUARTER CORNER
- CENTER QUARTER CORNER

**LINE TABLE**

LINE	BEARING	LENGTH
L1	N 0°21'14"E	4.42'

**PROJECT DATUM**

CITY DATUM (BERNHORN '44, JANUARY 03, 1986), R.L. SPIRE IN LIGHT POLE AT THE NORTHWEST CORNER OF SECTION 12, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE ENGINEERING DEPARTMENT.



**NOTES**

1. THERE WAS NO ATTEMPT MADE TO SHOW ALL PHYSICAL FEATURES OF THIS PROPERTY, OR SHOW ANY NON-RECORDED EASEMENTS, ETC'S SUCH AS EASEMENTS, ETC'S WHICH MAY BE SHOWN, ARE FOR INFORMATIONAL PURPOSES ONLY.

**REFERENCES**

- R-1 CITY OF COEUR D'ALENE ORDINANCE NO. 2-468, RECORDED JULY 2, 1992, AS INSTRUMENT NO. 1264898-4.
- R-2 PLAY OF WATTS ADDITION, BY JON P. MONACO, PLS 4194, RECORDED IN BOOK G OF PLATS, PAGES 483 - 485B.
- R-3 RECORD OF SURVEY, BY JAMES F. MICHEL, PLS 34451, RECORDED IN BOOK 2 OF SURVEYS, PAGE 72.
- R-4 AMBERED RECORD OF SURVEY, BY JON P. MONACO, PLS 4194, RECORDED IN BOOK 10 OF SURVEYS, PAGE 112.
- R-5 PLAY OF ANTONELLI SUBDIVISION, BY DAVID A. BERRO, PLS 9395, RECORDED IN BOOK 7 OF PLATS, PAGES 303 & 303A.
- R-6 RECORD OF SURVEY, BY LEONARD L. SMITH, PEPUS 3456, RECORDED IN BOOK 2 OF SURVEYS, PAGE 124.
- R-7 SPECIAL WARRANTY DEED, RECORDED AS INSTRUMENT NO. 211166000.

ALL REFERENCES HEREIN TO RECORDS OF SURVEY, PLATS, DEEDS, BOOK AND PAGE NUMBERS, AND INSTRUMENT NUMBERS REFER TO DOCUMENTS FROM THE OFFICIAL RECORDS OF KOOTENAI COUNTY, IDAHO.



**ADVANCED TECHNOLOGY & SURVEYING & ENGINEERING INC.**  
9177 HESS STREET, HAYDEN IDAHO, 83855  
PH: (208)-772-2745 • FAX: (208)-762-7731 •  
SCALE: 1"=40'  
CHECKED BY: MMJ  
DATE: 08-20-2007  
DRAWN BY: ROB  
DATE: 08-20-2007  
DWG: PLAT

**BASIS OF BEARINGS**  
S. 1/4 CORNER SECTION 12 AS NOTED IN CPE RECORD IN A STEEL MONUMENT BOX, INSTRUMENT NO. 20 PLAT WEST ZONE MAD 03 GRID COORDINATES N 21151.164 310 E 13326.098 614

**DETAIL A**  
SCALE: 1"=10'

**DETAIL B**  
SCALE: 1"=10'

**DETAIL C**  
SCALE: 1"=10'

**DETAIL D**  
SCALE: 1"=10'

GRAPHIC SCALE  
0 20 40 80  
SCALE: 1" = 40'

**CITY COUNCIL  
STAFF REPORT**

**DATE:** December 4, 2007  
**FROM:** Christopher H. Bates, Engineering Project Manager   
**SUBJECT:** The 505 Flat Condominiums, Final Plat Approval

---

**DECISION POINT**

Staff is requesting the following:

1. City Council approval of the final plat document, a 1 building, 4 unit residential condominium development.

**HISTORY**

- a. Applicant:           ATS, Inc.  
                                  PO Box 3457  
                                  Hayden, ID 83835
- b. Location:   Northwest corner of Wallace Avenue and 3<sup>rd</sup> Street.

**FINANCIAL ANALYSIS**

There are no financial agreements necessary for this development.

**PERFORMANCE ANALYSIS**

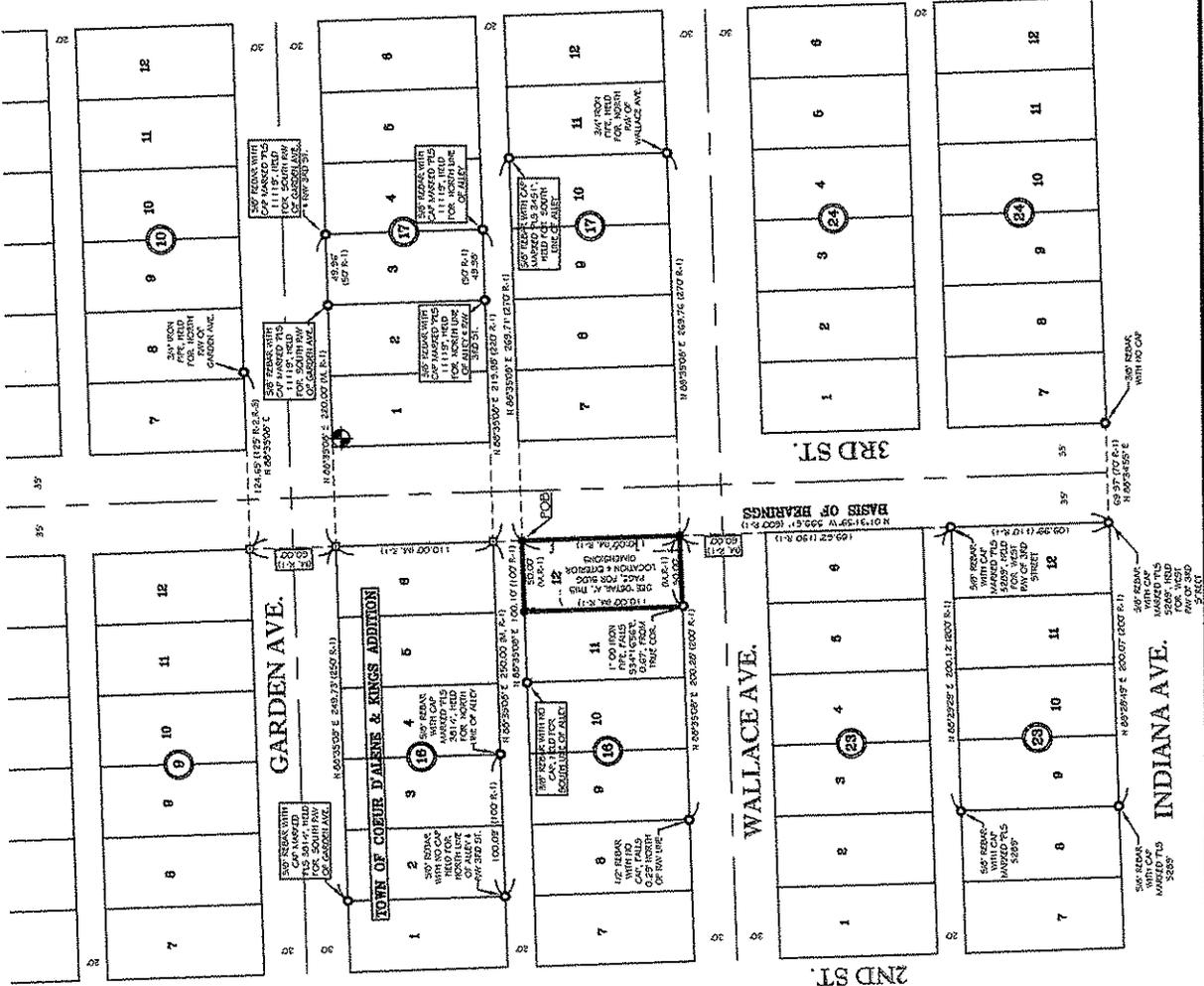
All of the site development issues were previously addressed for the subject property. Approval of the final plat document will allow for the individual sale of the sale of the condominium units.

**DECISION POINT RECOMMENDATION**

1. Approve the final plat document.

# THE 505 FLAT CONDOMINIUMS

LOT 12, BLOCK 16, OF THE CORRECTED PLAT OF THE TOWN OF COEUR D'ALENE & KINGS ADDITION, IN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO  
PAGE 2 OF 6



**REFERENCES**

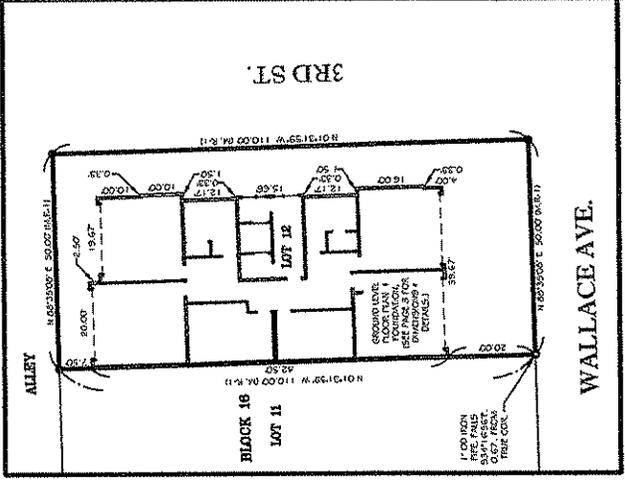
- R-1 CORRECTED PLAT OF COEUR D'ALENE & KINGS ADDITION, FILED IN BOOK C OF DEEDS, PAGES 144 & 145
- R-2 UNRECORDED SURVEY, BY JONAS PUSKORBUS, DATED JANUARY 27, 1977
- R-3 UNRECORDED SURVEY, BY CARL SANDERS, FOR CURT PANDOLFO, ON FILE WITH S.A. DURIBESCH & ASSOCIATES

**LEGEND**

- (M) MEASURED
- (R) RECORDED
- SET 90° BY 30' REBAR WITH PLASTIC CAP MARKED "MS F.L.S. # 8962"
- FOUND AS NOTED
- COMPUTED POINT (NOTHING FOUND OR SET).
- ◊ CITY OF COEUR D'ALENE BENCH MARK (SEE PAGE 6).

**NOTES**

1. THERE WAS NO ATTEMPT MADE TO SHOW ALL PHYSICAL FEATURES OF THIS PROPERTY, OR SHOW ANY NON-RECORDED EASEMENTS, ITEMS SUCH AS BUILDINGS AND FENCES WHICH MAY BE SHOWN, ARE FOR INFORMATIONAL PURPOSES ONLY.
2. ANY RIGHT OF WAY DEDICATION AND/OR THE GRANTING OF EASEMENT DEDUCTED ON THIS PAGE ARE ENUMERATED IN THE OWNERS CERTIFICATE, PAGE ONE OF THIS PLAT.
3. BUILDING STRUCTURE INFORMATION SHOWN HEREON INCLUDING BUT NOT LIMITED TO LOCATION, DIMENSIONS, SQUARE FOOTAGE AND ELEVATIONS ARE DERIVED FROM ARCHITECTURAL AND SITE IMPROVEMENT PLANS SUPPLIED BY THE CURT. ADVANCED TECHNOLOGY SURVEYING DOES NOT CERTIFY NOR HAVE THE AUTHORITY TO ENFORCE THAT THE BUILDINGS WILL BE ERRECTED TO CONFORM TO THIS PLAN.



**DETAIL A**  
SCALE: 1" = 20'

SCALE: 1" = 60'  
CHECKED BY: AM  
DATE: 06/15/07  
DRAWN BY: BWS  
DATE: 06/15/07  
DWG: PLAT-1  
FROM: CG-019

**ATS INC.**  
ADVANCED TECHNOLOGY SURVEYING & ENGINEERING

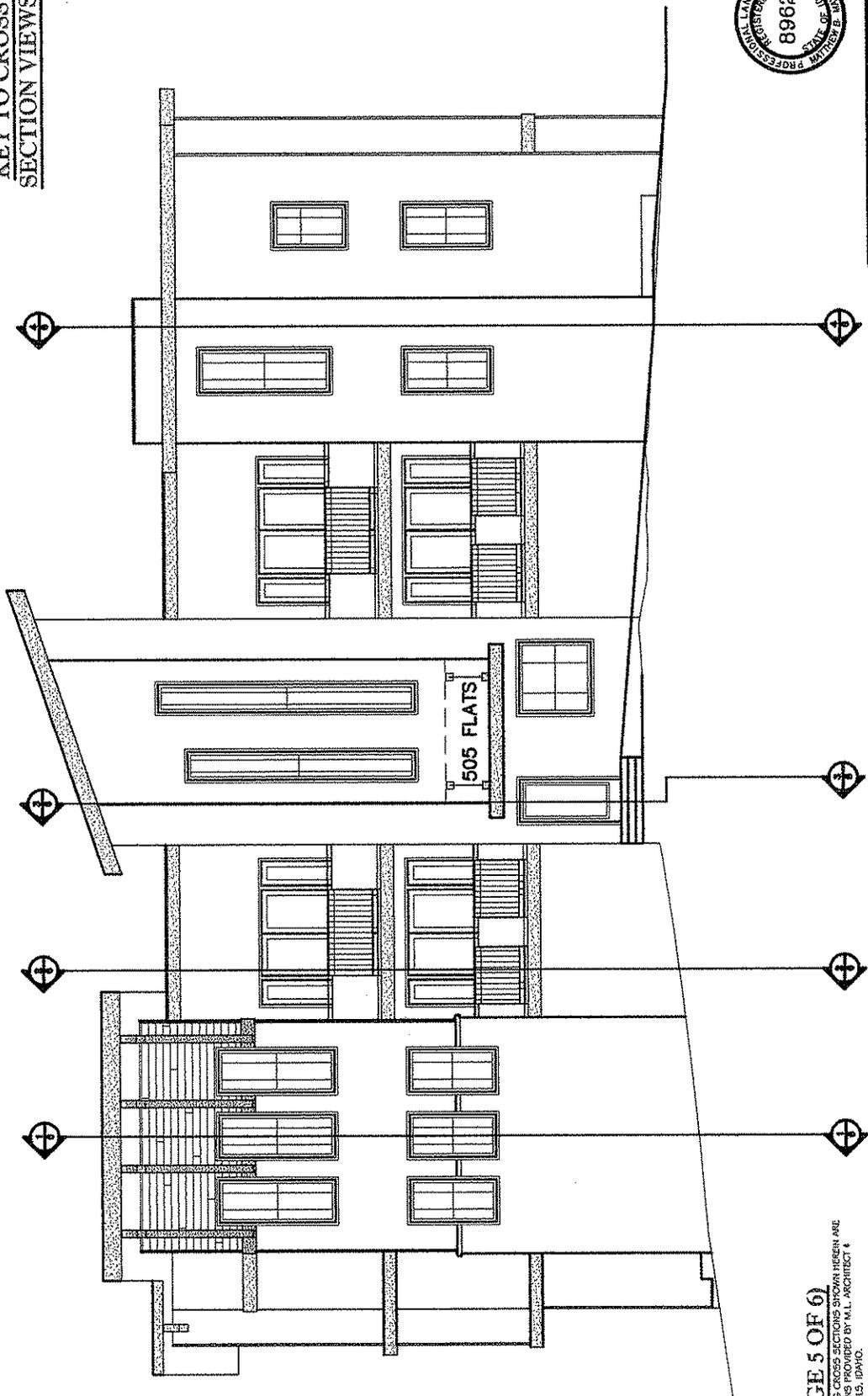
917 HESS STREET, NATAKID, IDAHO, 83855  
TEL: (208) 725-2745 FAX: (208) 725-2721



# PLAT OF THE 505 FLAT CONDOMINIUMS

LOT 12, BLOCK 16, OF THE CORRECTED PLAT OF THE TOWN OF COEUR D'ALENE & KINGS  
 ADDITION, IN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 50 NORTH, RANGE  
 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO  
 PAGE 5 OF 6

KEY TO CROSS  
 SECTION VIEWS



SCALE: 1" = 5'

CHECKED BY: AMI  
 DATE: 06/14/07

DRAWN BY: RED  
 DATE: 06/14/07

PROJ.: GC-019

**ATS**  
 INC.

**ADVANCED  
 TECHNOLOGY  
 SURVEYING &  
 ENGINEERING**

9177 HESS STREET, HAYDEN IDAHO, 83835  
 • PH. (208)-772-2745 • FAX (208)-762-7721 •



**NOTES (PAGE 5 OF 6)**

- FLOOR PLANS AND BUILDING CROSS SECTIONS SHOWN HEREIN ARE FROM ARCHITECTURAL PLANS PROVIDED BY M.L. ARCHITECT & ASSOCIATES, OF POST FALLS, IDAHO.
- BUILDING STRUCTURE INFORMATION SHOWN HEREIN, INCLUDING FOUNDATIONS, WALLS, ROOFS, STAIRS, ELEVATIONS, AND RELEVANCES ARE OBTAINED FROM ARCHITECTURAL AND SITE IMPROVEMENT PLANS SUPPLIED BY THE CLIENT. ADVANCED TECHNOLOGY SURVEYING DOES NOT CERTIFY NOR HAVE THE AUTHORITY TO ENFORCE THAT THE BUILDINGS WILL BE ERRECTED TO CONFORM TO THIS PLAT.

DATE: November 28, 2007  
TO: MAYOR AND CITY COUNCIL  
FROM: PLANNING DEPARTMENT  
RE: SETTING OF PUBLIC HEARING DATE: JANUARY 15, 2008

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Mayor Bloem,

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

<u>ITEM NO.</u>	<u>REQUEST</u>	<u>COMMISSION ACTION</u>	<u>COMMENT</u>
SP-7-07	Requested Appeal Applicant: City of Coeur d'Alene, Water Department Location: N.W. corner of of 8 <sup>th</sup> Street and Tubbs Hill Road Request: An Essential Service (Above ground) special use permit in the R-12 (Residential at 12 units/acre) zoning district	Recommended Approval	Quasi-Judicial

In order to satisfy the mandatory 15-day notice requirement, the earliest regular Council meeting at which this item may be heard is January 15, 2008.

# ANNOUNCEMENTS

OTHER COMMITTEE MINUTES  
(Requiring Council Action)

**November 26, 2007**  
**PUBLIC WORKS COMMITTEE**  
**MINUTES**

**COMMITTEE MEMBERS PRESENT**

Council Member Mike Kennedy  
Council Member Woody McEvers  
Council Member Dixie Reid

**CITIZENS PRESENT**

Bill Zales, Item #4  
Warren Ducote, Item #4

**STAFF PRESENT**

Warren Wilson, Chief Deputy City Attorney  
Gordon Dobler, Engineering Svcs Director  
Amy Ferguson, Committee Liaison  
Sid Fredrickson, WW Supt.  
Jon Ingalls, Deputy City Administrator  
Dave Shults, Capital Program Mgr

**Item 1      Emergency Replacement of WWTP Digester Cover**

Sid Fredrickson, Wastewater Superintendent, and Dave Shults, Capital Program Manager, presented a request for a declaration of emergency and sole source expenditure of Wastewater Utility funds for earliest replacement of the metal cover for Digester #2. Mr. Shults explained in his staff report that the treatment plant has three digesters, two of which are in constant use year round, with all three being needed during the summer months of heavy solids production. He further explained that Digester #2 was constructed in 1972, evaluated for structural integrity in 1997, and evaluated again just recently when the operators discovered a considerable amount of corrosion when drained for repairs. The structural engineers determined that operation of the digester could not extend to the delayed construction of Phase 4C and should be taken out of service right away due to operator safety concerns. As a result, the wastewater department believes that an emergency exists and that expedited replacement of the Digester #2 cover is necessary to allow sufficient and reliable digester capacity to be available as early as April 2008. Procurement by open and competitive solicitation would seriously delay recommissioning of the digester for an additional four to six months beyond the March 1<sup>st</sup> target date, which would be much later than the digester is needed for the summer period of maximum production. Mr. Shults explained that the declaration of emergency would allow the city to use their contractor of choice. Councilman Reid instructed Mr. Shults to work with the Legal Department in regard to providing the required information for the emergency declaration.

**MOTION:      RECOMMEND Council approval of Resolution No. 07-072 declaring an emergency for the replacement of the metal cover for Digester #2.**

**Item 2      Engineering Agreement for Reurbishment of WWTP Digesters and Clarifiers**

Sid Fredrickson, Wastewater Superintendent, and Dave Shults, Capital Program Manager, presented a request for approval of a proposed agreement for engineering services with HDR Engineering to provide design and construction engineering for refurbishment of Digesters #2 and #4, and for refurbishment of the coatings on Secondary Clarifiers #2 and #2, for a cost not to exceed \$87,702. Mr. Shults explained that the interior coatings of each of these process structures and mechanisms are in need of replacement. He further explained that the project length will be a year or more and will need to be done in stages to minimize the time that each one of the process structures is out of service. Mr. Fredrickson commented

that the requested refurbishments are strictly maintenance and not a part of Phase 4C improvements. He further explained that sufficient reserves exist in the Wastewater Fund to fund the expenditure.

**MOTION: RECOMMEND Council approval of Resolution No. 07-074 authorizing the City Council to enter into an agreement for engineering services with HDR Engineering to provide design and construction engineering for refurbishment of Digesters #2 and #4, and for refurbishment of the coatings on Secondary Clarifiers #1 and #2, for a cost not to exceed \$87,702.**

**Item 3      Engineering Agreement for WWTP Ammonia Reduction Improvements**

Sid Fredrickson, Wastewater Superintendent, and Dave Shults, Capital Program Manager, presented a request for approval of a proposed agreement for engineering services with HCR Engineering to provide design and construction engineering for ammonia reduction equipment, for a cost not to exceed \$79,744. They also requested council approval for sole source procurement of the recommended Entex IFAS equipment and for publishing a notice in the newspaper in that regard.

Mr. Shults explained in his staff report that facility planning is currently underway to respond to proposed new regulations that will require considerable new treatment facilities to meet new discharge requirements for nutrients from the treatment plant. The City's wastewater engineering consultant, HDR Engineering, has researched and recommended an approach called IFAS (Integrated Fixed Film Activated Sludge) that involves installing propriety fixed film media modules into the plant's existing solids contact tank. This measure is expected to provide considerable ammonia removal capacity. HDR recommends a trial program, with installation of several modules at first. As a result, it would be considered a pilot test and would be funded under the current city financial plan for pilot studies. Sole source procurement is necessary because there is only one viable source of the equipment desired.

**MOTION: RECOMMEND Council approval of Resolution No. 07-074 authorizing an agreement for engineering services with HDR Engineering to provide design and construction engineering for ammonia reduction equipment, for a cost not to exceed \$79,744. Also, RECOMMEND Council approval of Resolution No. 07-073 for the sole source procurement of the recommended Entex IFAS equipment and authorization to publish notice of sole source procurement in the newspaper.**

**Item 4      Evergreen Drive Traffic Concerns  
For Information Only.**

Gordon Dobler, Engineering Services Director, explained that at the September 24<sup>th</sup> Public Works Committee meeting, residents of Evergreen Drive presented concerns about excessive speeding, high traffic volumes, and high accident rates on their street. As a result of that meeting, staff reviewed the accident records for the past three years and performed speed and volume studies at four locations on Evergreen Drive. Mr. Dobler explained that the speed and volume studies indicate that both are normal for a typical residential neighborhood; however, there were a few vehicles that were excessively speeding. Accident records for the past three years indicate that there have only been two accidents in that time. One involved a vehicle and a parked car and the other involved a vehicle and a stationary sign. Two accidents in three years is a relatively low accident rate which is typical for a normal residential street. Mr. Dobler indicated that they also evaluated any geometry issues (site/distance). Subsequently, staff met with representatives from the neighborhood to present their findings and it was agreed that flags would be installed on the existing 25 mph signs, directional signs would be placed at both noses of the island, and the Police Department was requested to periodically place the radar board and patrol units on the street.

Mr. Warren Ducote expressed his appreciation to the council members for looking into the issue and putting up the new signs and flags. Mr. Zales commented that the radar board has certainly helped.

**MOTION: NO MOTION. For information only.**

The meeting adjourned at 4:51 p.m.

Respectfully submitted,

Amy C. Ferguson  
Public Works Committee Liaison

**PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** November 26, 2007  
**FROM:** David E. Shults, Capital Program Manager **DES**  
**SUBJECT:** Emergency Replacement of Digester #2 Cover

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**DECISION POINT:**

Council authorization is requested for declaration of emergency and sole source expenditure of Wastewater Utility funds for earliest replacement of the metal cover for Digester #2.

**HISTORY:**

The treatment plant has three digesters (nos. 2, 3, 4) that are necessary for reduction of wastewater biosolids and reduction of bacteria and pathogens. Two are in constant use year round, and all three are needed during summer months of heavy solids production. When one of the three is malfunctioning or inoperable due to repairs, the other two must be operable. Digester #3 was refurbished in 2000, Digester #4 is currently scheduled for interior coating refurbishment, and Digester #2 was to be taken out of service when a planned new digester is constructed in upcoming Phase 4C. Digester #2 was constructed in 1972, evaluated for structural integrity in 1997, and evaluated again just recently when the operators discovered considerable corrosion when drained for repairs. HDR structural engineers determined that operation of the digester could not extend to the delayed construction of Phase 4C, and should be taken out of service right away due to operator safety concerns. The wastewater department believes that an emergency exists, and that expedited replacement of the Digester #2 cover is necessary to allow sufficient and reliable digester capacity to be available as early as April 2008. Procurement by open and competitive solicitation would seriously delay recommissioning of the digester for an additional four to six months, which is much later than the digester is needed for the summer period of maximum biosolids production. Insufficient digester capacity could lead to incomplete pathogen reduction, incomplete separation of solids from the treated liquid wastewater, violation of the discharge permit, and nuisance odors from the treatment plant and compost facilities.

**FINANCIAL ANALYSIS:**

Engineering	\$30,000
Replacement Cover Prepurchase	140,000
Cover Installation	50,000
Contingency 5%	<u>11,000</u>
Total	\$231,000

**Funding** This expenditure was not anticipated in the current city financial plan. Sufficient reserves exist in the Wastewater Fund dedicated to equipment replacement to fund this emergency replacement need.

**DISCUSSION:**

The cover of Digester #2 has been under review for several years, and has been cautiously operated with the expectation that it would be sufficient until a new digester is constructed in planned Phase 4C. Phase 4C was initially planned for construction in 2005. Now, with Phase 4C assumed to be constructed in seven

years from the date of a new permit, the utility has no choice but to extend the operation of Digester #2 by refurbishment of the cover. Refurbishment must be accomplished as quickly as possible to reduce the risk of insufficient digester capacity, to avoid the threat to safety of the operators, to avoid the possibility of need for trucking large quantities of untreated biosolids, and to avoid the possibility of nuisance odors at the plant and compost facilities.

**DECISION POINT/RECOMMENDATION:**

Council authorization is requested for declaration of emergency and sole source expenditure of Wastewater Utility funds for earliest replacement of the metal cover for Digester #2.

des1227

RESOLUTION NO. 07-072

A RESOLUTION OF THE CITY OF COEUR D'ALENE, IDAHO, DECLARING THAT AN EMERGENCY EXISTS AND THAT THE PUBLIC INTEREST AND NECESSITY DEMAND THE IMMEDIATE EXPENDITURE OF PUBLIC MONEY TO REPLACE THE COVER ON DIGESTER #2 AT THE WASTEWATER TREATMENT PLANT IN ORDER TO SAFEGUARD LIFE, HEALTH AND PROPERTY AND AUTHORIZING THE EXPENDITURE OF PUBLIC FUNDS WITHOUT COMPLIANCE WITH FORMAL BIDDING PROCEDURES.

WHEREAS, Idaho Code 67-2808 authorizes the City Council of the City of Coeur d'Alene to declare emergencies and expend public funds without compliance with formal bidding procedures where it is necessary to do emergency work to safeguard life, health or property; and

WHEREAS, Digester #2 at the Coeur d'Alene Wastewater Treatment Plant was taken out of service for maintenance after the conclusion of the summer high effluent season (typically March or April through September). On November 2, 2007, Digester #2 was inspected. This inspection revealed significant corrosion of the internal structural support members and vertical supports for the cover on the digester that was not present during the previous inspection in 1997; and

WHEREAS, the corroded cover poses a significant risk to the health and safety of the Wastewater Treatment Plant operators if the digester were to be put back into service without the cover being replaced because of the possibility of the cover collapsing causing severe injury to the operators or exposing them to health risks from the effluent contained in the digester; and

WHEREAS, During the summer high effluent season in 2007, Digester #2 was needed to provide sufficient capacity in the Treatment Plant to treat the sludge to the degree required by the City's NPDES discharge permit and to prevent untreated or treated sludge from being discharged into the Spokane River; and

WHEREAS, It is anticipated that the amount of wastewater requiring treatment during the summer high effluent season in 2008 will be greater than that needed during 2007. As such, it is necessary that Digester #2 be back in service no later than March 1, 2008 in order to assure sufficient treatment capacity and compliance with the City's NPDES discharge permit; and

WHEREAS, If Digester #2 is not back in service by March 1, 2008, there is a significant risk for NPDES permit violations for total suspended solids and a potential pass-through of anaerobic sludge through the treatment plant and into the river (digested anaerobic sludge has high fecal coliform bacteria counts – 1,000,000 colonies per 100 milliliters of liquid). These conditions would pose a direct threat to human health and the environment; and

WHEREAS, HDR Engineering, Inc., who has assisted the City with engineering expansion, projects for the Wastewater Treatment Plant, estimates that if the City followed traditional bidding requirements that the project would take at least 18 to 20 weeks and as many as 40 weeks to complete, which is well beyond the time period available to the City. This estimate is consistent with other City projects that have awarded through the traditional bidding process; and

WHEREAS, There is no other reasonably available method that would allow the City to have sufficient digester capacity available in time for the summer high effluent season.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Coeur d'Alene, Idaho, that an emergency exists and that it is necessary to do emergency work by replacing the cover to Digester #2 at the Wastewater Treatment Plant in order to safeguard life, health and property.

BE IT FURTHER RESOLVED that any sum required to replace the cover to Digester #2 may be expended without compliance with formal bidding procedures.

DATED this 4<sup>th</sup> day of December, 2007.

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Sandi Bloem, Mayor

ATTEST:

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Susan K. Weathers, City Clerk

Motion by \_\_\_\_\_, Seconded by \_\_\_\_\_, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER KENNEDY VOTED \_\_\_\_\_

COUNCIL MEMBER EDINGER VOTED \_\_\_\_\_

COUNCIL MEMBER GOODLANDER VOTED \_\_\_\_\_

COUNCIL MEMBER MCEVERS VOTED \_\_\_\_\_

COUNCIL MEMBER REID VOTED \_\_\_\_\_

COUNCIL MEMBER HASSELL VOTED \_\_\_\_\_

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.

**PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** November 26, 2007  
**FROM:** David E. Shults, Capital Program Manager *DES*  
**SUBJECT:** Engineering Agreement for Refurbishment of WWTP Digesters and Clarifiers

=====

**DECISION POINT:**

Council approval is requested for the proposed agreement for engineering services with HDR Engineering to provide design and construction engineering for refurbishment of Digesters #2 and #4, and for refurbishment of the coatings on Secondary Clarifiers #1 and #2, for a cost not to exceed \$87,702.

**HISTORY:**

The wastewater department, with the assistance of HDR Engineering, has assessed the condition of Digesters #2 and #4, and Secondary Clarifiers #1 and #2, with the goal of extending the useful life of their metal and concrete components. The interior coatings on each of these process structures and mechanisms are in need of replacement, which requires complete removal of the old coatings, repair of any damaged components, and reapplication of specialized industrial coatings. Clarifier #2 also needs a new drive assembly, and Digester #2 requires expedited delivery and installation of a new metal cover. City staff requested a proposed agreement from HDR Engineering for the required services, and believes that the attached scope of work and the justification submitted for the proposed cost ceiling is fair and reasonable and reflects the work expected by the City.

**FINANCIAL ANALYSIS:**

Proposed Design and Construction Engineering	\$87,702
Coating Refurb on Clarifier #1 and #2 and Digester #4	250,000
Prepurchase of Clarifier Drive Mechanism	25,000
Emergency prepurchase of Digester #2 Cover	140,000
Installation of Cover	50,000
Contingency 5%	<u>27,635</u>
Total	\$580,337

Funding        The current city financial plan includes \$250,000 for refurbishment of the two clarifiers.

The previous FY 06/07 budget approved funding for recoating the interior of Digester #4, but the work could not be done because of need for continuous use of its capacity. The emergency replacement of the cover for Digester #2 was not anticipated. Sufficient reserves exist in the Wastewater Fund to fund this expenditure.

**DISCUSSION:**

Industrial coatings for wastewater structures remain viable for ten to twenty years, after which time they must be replaced to protect facilities that may have a planned useful life of thirty to fifty years. The structures in question are in need of protective coatings. Additionally, the 35 year-old metal cover on Digester #2 is in need of replacement as soon as possible, as explained in a separate staff report which seeks declaration of emergency spending of funds. Digester #4 can be recoated only at a time when solids

production is at its lowest amount, and when Digester #2 is refurbished and available. Engineering assistance is needed right away to expedite planning and procurement of the equipment and materials that are necessary to minimize the time each one of the process structures is out of service. When planning and design are completed, a more accurate cost estimate and time for completion of the project will be available.

**DECISION POINT/RECOMMENDATION:**

Council approval is requested for the proposed agreement for engineering services with HDR Engineering to provide design and construction engineering for refurbishment of Digesters #2 and #4, and for refurbishment of the coatings on Secondary Clarifiers #1 and #2, for a cost not to exceed \$87,702.

Attachment

des1228

RESOLUTION NO. 07-073

A RESOLUTION OF THE CITY OF COEUR D'ALENE, IDAHO, AUTHORIZING A SOLE SOURCE PROCUREMENT OF AN ENTEX INTEGRATED FIXED FILM ACTIVATED SLUDGE (IFAS) SYSTEM FOR TESTING IN THE WASTEWATER TREATMENT PLANT TO DETERMINE THE SYSTEMS ABILITY TO MEET AMMONIA REMOVAL STANDARDS CONTAINED IN THE CITY'S DISCHARGE PERMIT AND AUTHORIZING THE CITY CLERK TO PUBLISH THE NOTICE OF A SOLE SOURCE PROCUREMENT REQUIRED BY IDAO CODE 67-2808.

WHEREAS, Idaho Code 67-2808 authorizes the City Council of the City of Coeur d'Alene to authorize sole source procurements where there is only one vendor or source for an item reasonably available including where a sole supplier's item is needed for trial use or testing;

WHEREAS, In 2004, the Environmental Protection Agency modified the NPDES discharge permit for the Coeur d'Alene Wastewater Treatment Plant to reestablish an ammonia discharge limit of 10 mg/l; and

WHEREAS, The Coeur d'Alene Wastewater Treatment Plant was not designed to meet the ammonia discharge limit but, to date, the Treatment Plant has been able to meet the discharge limit through process and operational changes; and

WHEREAS, The maximum amount of ammonia removal through process and operational changes has been reached and in order to continue meeting the standard while treating increasing amounts of effluent, the Treatment Plant must be retro-fitted with ammonia treatment technologies; and

WHEREAS, The Treatment Plant is currently treating 3.6 million gallons a day and computer models predict ammonia removal, using the current facilities, will cease completely when volume reaches 4.2 million gallons a day, which has been reached during the summer high effluent months;

WHEREAS, The City wants to have the treatment technologies in place prior to Summer 2008 to test the technologies during the high effluent season and to ensure compliance with the ammonia removal limit; and

WHEREAS, The City has determined that a fixed film activated sludge system (IFAS) is the best option available to the City at this time because of the ability to readily retro-fit the Treatment Plat to accommodate this technology; and

WHEREAS, The Treatment Plant will ultimately require up to 10 IFAS modules but the City would like to test up to 6 of the modules to determine their capacity to remove ammonia when integrated into the City's Treatment Plant; and

WHEREAS, Entex has an exclusive license from the US manufacturer to market this technology; and

WHEREAS, There is one additional supplier in Germany but a six month lead time is required to obtain IFAS modules through this distributor which would preclude the City from testing the modules during the high summer effluent months in 2008.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Coeur d'Alene, Idaho, that Entex is the only source reasonably available for the purchase of IFAS modules.

BE IT FURTHER RESOLVED that the Entex IFAS Modules are needed for trial use and testing to determine there ammonia removal capacity in the Coeur d'Alene Wastewater Treatment Plant.

BE IT FURTEHR RESOLVED, That the City Clerk is authorized to publish the notice of a sole source procurement required by I.C. 67-2808.

DATED this 4<sup>th</sup> day of December, 2007.

\_\_\_\_\_  
Sandi Bloem, Mayor

ATTEST:

\_\_\_\_\_  
Susan K. Weathers, City Clerk

Motion by \_\_\_\_\_, Seconded by \_\_\_\_\_, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER GOODLANDER Voted \_\_\_\_\_

COUNCIL MEMBER MCEVERS Voted \_\_\_\_\_

COUNCIL MEMBER HASSELL Voted \_\_\_\_\_

COUNCIL MEMBER KENNEDY Voted \_\_\_\_\_

COUNCIL MEMBER REID Voted \_\_\_\_\_

COUNCIL MEMBER EDINGER Voted \_\_\_\_\_

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.

**PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** November 26, 2007  
**FROM:** David E. Shults, Capital Program Manager **DES**  
**SUBJECT:** Engineering Agreement for WWTP Ammonia Reduction Improvements

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**DECISION POINTS:**

Council approval is requested for the proposed agreement for engineering services with HDR Engineering to provide design and construction engineering for ammonia reduction equipment, for a cost not to exceed \$79,744.

Council approval is also requested for sole source procurement of the recommended Entex IFAS equipment, and for publishing a notice in this regard in the newspaper.

**HISTORY:**

Facility planning is currently underway to respond to proposed new regulations that will require considerable new treatment facilities to meet new discharge requirements for nutrients from the treatment plant. Finalization of a new permit, and planning, design, and construction of Phase 4C will take many years to complete. Concurrently, the plant is experiencing difficulty in its ability to meet existing permit requirements for ammonia discharge. Although the current plant was not designed originally to remove ammonia nitrogen, enhancements have been added to provide some removal capability. Until Phase 4C facilities are in place, the City must implement additional measures to reduce ammonia nitrogen discharges to permitted levels. The City's wastewater engineering consultant, HDR Engineering, has researched and recommended an approach called IFAS (Integrated Fixed Film Activated Sludge) that involves installing proprietary fixed film media modules into the plant's existing solids contact tank. This measure is expected to provide considerable ammonia removal capacity. HDR recommends a trial program, with installation of several modules at first. Sole source procurement is necessary because there is only one viable source of the equipment that is desired for pilot testing at the Coeur d'Alene plant. Expedited ordering, delivery, and installation would allow the equipment to be functional by the city's July 1<sup>st</sup> permit requirement for ammonia control. City staff requested a proposed agreement from HDR Engineering for the required services, and believes that the attached scope of work and the justification submitted for the proposed cost ceiling is fair and reasonable and reflects the work expected by the City.

**FINANCIAL ANALYSIS:**

Proposed Design and Construction Engineering	\$79,744
Prepurchase of IFAS Modules	200,000
Contractor Installation of Modules	25,000
Contingency 5%	<u>15,237</u>
Total	\$319,981

Funding    The current city financial plan anticipates \$3 million expenditure for pilot studies.

**DISCUSSION:**

HDR Engineering has provided their opinion in the attached scope of work that sole source procurement is justified for the proposed Entex IFAS equipment. City Council approval of this approach, and approval of the agreement for engineering services that are necessary to implement the measure, could lead to enhanced ammonia control as early as July 2008. Additional pilot testing for phosphorus reduction, as required by the proposed new discharge permit, is also being planned.

**DECISION POINT/RECOMMENDATION:**

Council approval is requested for the proposed agreement for engineering services with HDR Engineering to provide design and construction engineering for ammonia reduction equipment, for a cost not to exceed \$79,744.

Council approval is also requested for sole source procurement of the recommended Entex IFAS equipment, and for publishing a notice in this regard in the newspaper.

Attachment

des1229

RESOLUTION NO. 07-074

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED AGREEMENTS FOR PROFESSIONAL SERVICES WITH HDR ENGINEERING, INC.

WHEREAS, the Public Works Committee of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into the Agreements listed below pursuant to the terms and conditions set forth in the said Agreements attached hereto as Exhibits "1 and 2" and by reference made a part hereof as summarized as follows:

- 1) NEAR-TERM AMMONIA REDUCTION IMPROVEMENTS INTEGRATED FIXED FILM ACTIVATED SLUDGE (IFAS);
- 2) DIGESTERS NO. 4, SECONDARY CLARIFIERS NO. 1 & 2 COATINGS AND DIGESTER NO. 2 COVER

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; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements as set forth in substantially the attached hereto as Exhibits "1 and 2" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements to the extent the substantive provisions of the agreements remain intact.

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

DATED this 4<sup>th</sup> day of December, 2007.

\_\_\_\_\_  
Sandi Bloem, Mayor

ATTEST:

\_\_\_\_\_  
Susan K. Weathers, City Clerk

Motion by \_\_\_\_\_, Seconded by \_\_\_\_\_, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER GOODLANDER Voted \_\_\_\_\_

COUNCIL MEMBER MCEVERS Voted \_\_\_\_\_

COUNCIL MEMBER HASSELL Voted \_\_\_\_\_

COUNCIL MEMBER KENNEDY Voted \_\_\_\_\_

COUNCIL MEMBER REID Voted \_\_\_\_\_

COUNCIL MEMBER EDINGER Voted \_\_\_\_\_

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.

**AGREEMENT**

**for**

**PROFESSIONAL SERVICES**

**between**

**CITY OF COEUR D'ALENE**

**and**

**HDR ENGINEERING, INC.**

**for**

**DIGESTERS NO. 4, SECONDARY CLARIFIERS NO. 1 & 2 COATINGS  
AND DIGESTER NO. 2 COVER**

THIS AGREEMENT, made and entered into this 4th day of December, 2007, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "City," and **HDR ENGINEERING, INC.**, a Nebraska corporation, with its principal place of business at 412 E. Parkcenter Blvd., Suite 100, Boise, Idaho 83706, hereinafter referred to as the "Consultant."

**WITNESSETH:**

WHEREAS, the cover for Digester No. 2 is unsound and is in need of replacement or rehabilitation and the solids retention time necessary for processing biosolids is in jeopardy if a digester is removed for maintenance.

WHEREAS, the protective coatings for the Secondary Clarifier No. 1, Secondary Clarifier No. 2, and Digester No. 4 are in need of repair or replacement.

WHEREAS, the City desires services to coordinate the replacement of the cover for Digester No. 2 and repair or replace the coatings for Digester No. 4, Secondary Clarifier No. 1 and Secondary Clarifier No. 2.

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., Suite 100, 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 "A" 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 0% markup over Consultant's cost. The total estimated fee is not to exceed the amount as stated in Exhibit "A". 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 be completed by December 31, 2008.

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 "A." Labor Costs shall be an amount equal to the Direct Labor Cost times a factor of 2.77. 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 said exhibit. 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 "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 have the right to terminate this agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, and reports or other material prepared by the Consultant under this agreement shall at the option of the City become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred.

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

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



Section 11. Equal Employment Opportunity.

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

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

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

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

Section 13. Assignability.

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

bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

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

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

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

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

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

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

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

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

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

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

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

Section 23. City Held Harmless.

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

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

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

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

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

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

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

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

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

**CITY OF COEUR D'ALENE**

**HDR ENGINEERING, INC.**

\_\_\_\_\_  
Sandi Bloem, Mayor

\_\_\_\_\_  
Larry V. Hoffman, Vice President

ATTEST:

ATTEST:

\_\_\_\_\_  
Susan K. Weathers, City Clerk

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



**SCOPE OF SERVICES**

**EXHIBIT A**

**CITY OF COEUR d'ALENE WASTEWATER TREATMENT PLANT  
ENGINEERING SERVICES  
FOR  
DIGESTERS NO. 4, SECONDARY CLARIFIERS NO. 1 & 2 COATINGS  
AND  
DIGESTER NO. 2 COVER**

**SCOPE OF SERVICES AND SCHEDULE**

**INTRODUCTION**

The City of Coeur d'Alene completed an interior protective coating replacement project for Digester No. 3 during 2000 and now wishes to complete a similar coating project for Digester No. 4. At the same time, the immersed steel and air/water interface coatings in Secondary Clarifiers No. 1 and No. 2 are in need of replacement and Digester No. 2 requires a new cover.

This project includes field evaluation of the digester tank interior coating systems and the secondary clarifier coating systems, determination of needed coating system repairs/replacements, the design of corrective actions for the coatings systems and interior miscellaneous metals, and coordination of the design of a new/rehabilitated cover for Digester No. 2.

Also, a site inspection of the cover for Digester No. 2 conducted by HDR on November 8, 2007 revealed that interior structural support members and vertical supports were severely corroded presenting a potential hazard to wastewater operations and maintenance staff if the digester were placed in service. Digester capacity is limited and is potentially insufficient during the upcoming 2008 phosphorus removal season.

The treatment facility has two operating digesters, Digesters No. 3 and No. 4, which together can provide sufficient solids retention time (SRT) for anaerobic digestion. If only one digester is available, SRT decreases to the point where the process may be in jeopardy. Since it is necessary to remove Digester No. 4 from service for recoating, an additional digester is needed. Old Digester No. 1 is the larger of two possible digesters that could be restored to service, however its physical location conflicts with the potential layout for the new digester complex planned in Phase 4C. Digester No. 2 has recently been inspected and the cover is unsound.

The lead time required for a traditional design/bid/build project to replace the cover on Digester No. 2 exceeds the time available for the retrofit required. Therefore, it is recommended that the City undertake an expedited procurement and delivery program so that needed repairs can be completed as rapidly as possible. A traditional design/bid/build effort could take up to 10 months in total to complete the restoration of the Digester No. 2 cover, assuming approximately 60 day period for assembly of engineering plans and specifications, a 30 bidding period, 2 to 4 weeks to award a contract, and a construction period of 4 to 6 months to allow for a 12 week

manufacturing period for a digester cover. An expedited schedule with sole source procurement, or competitive price quotations from a select group, or single manufacturer, may allow the schedule to be compressed. Engineering work would be initiated with direct contact with the manufacturers and then transfer of negotiations to City staff for direct purchase. A general contractor will still be required to place the new Digester No. 2 cover and conduct related modification work at the plant. This may allow the schedule to be compressed by 4 to 6 months.

This has resulted in the need for expedited engineering services to secure a new cover for Digester No. 2 prior to February 15, 2008, described in this scope of work. Coatings for Digester 4 and the two secondary clarifiers are also included in this scope in support of the City's activities to maintain the integrity of these facilities.

### **Task 100 – Site Evaluation**

HDR performed a site inspection of the cover for Digester No. 2 on November 8, 2007. The facilities reviewed during this site inspection included Digester No. 2, Secondary Clarifiers No. 1 and No. 2, and the Chlorine Contact Tank.

Prior to commencing the field investigation, HDR completed a pre-evaluation needs assessment which outlined the proposed steps of the field investigation, proposed schedule, needed equipment and access areas, and other information and data needed to complete the field evaluation. The field evaluations of Digesters 2 and secondary clarifiers included non-destructive evaluation of corrosion coatings, concrete surfaces and structural members, structural steel surfaces, and mechanical equipment. The scope of work does not include evaluation of the existing digester gas mixing systems in Digesters 2 or 4.

The Digesters and piping systems were removed from service prior to commencing the field evaluations. Critical evaluation locations (corrosion and fouling concern areas) were determined for all gas cover system metals, gas handling piping and sludge piping. One secondary clarifier was removed from service prior to commencing the field evaluation. The condition of the rotating mechanism steel structure, baffles, weirs, scrapers, and concrete will be evaluated.

Equipment evaluations included a general assessment of operating condition. Equipment corrosion was noted.

The scope of work assumes entrance into the pumped down Digesters 2 and one secondary clarifier will be provided by the City of Coeur d'Alene. Any confined space ventilation, hazardous gas testing, access hoisting and other necessary facilities for legal confined space entry basin access will be provided by the City.

A one-day field examination of the Digester No. 2 and one secondary clarifier, field visitation memorandum, and digital photos were provided and will be billed under this task.

### **Deliverables:**

- Field visitation memorandum and digital photographs.

**City Involvement:**

- Empty Digesters 2 and ready the tanks for personnel access.
- Provide necessary confined space entry safety equipment for entrance of two personnel into the digesters.
- Empty one secondary clarifier and ready the tank for personnel access.
- Provide necessary confined space entry safety equipment for entrance of two personnel into the clarifiers.
- Provide one full-time maintenance technician to assist Engineer in one-day evaluation of the facilities.

***Task 200 - Facility Evaluation Summary***

A memorandum summarizing the findings and conclusions of the field evaluation effort will be completed. The memoranda will incorporate the testing information collected, digital photographs, and field notes. The memorandum will provide recommendations for repair and/or replacement of the interior corrosion coating systems. Recommended modifications to the existing structural and mechanical systems will also be provided. The summary memoranda will also summarize general observations regarding facility integrity.

**Deliverables:**

- Summary memoranda (2 hard copies, 1 digital copy).

**City Involvement:**

- Assemble and provide background information from City's files including system as-built drawings, previous construction shop drawing documents on coating systems used, and other pertinent construction reports or field reports from previous construction work.

***Task 300 – Coating System and Secondary Clarifier Drive Installation Specifications Development***

Provide construction technical specifications for City procurement of contract installation of coating systems for Digesters 4 and both secondary clarifiers and a new drive mechanism for Secondary Clarifier No. 1. Provide (to the City) an itemized estimated cost amount for construction that is based upon the completed specifications. The specifications will include the following:

- ◇ Digester and clarifier protective-coating system and miscellaneous coating systems surface preparation requirements in standard CSI format.
- ◇ Digester and clarifier protective-coating system and miscellaneous surface coating systems technical materials and application specification.
- ◇ Field inspection specifications of final installation including non-destructive holiday testing procedures.
- ◇ Special procedures for correction of other substrate defects noted during the field investigation.
- ◇ Drive mechanism specifications.

**Deliverables:**

- Camera-ready specifications and digital specification files as described above (3 copies for City, 2 copies for Contractor, plus HDR copies).
- Prepare owner-prepurchase documents for Secondary Clarifier drive mechanism (1 electronic copy).
- Engineer's opinion of probable construction costs (2 hard copies, 1 digital copy).

**City Involvement:**

- Review of recommendations provided.
- Assemble and provide background information from City's files including system as-built drawings, previous construction shop drawing documents on coating systems used, and other pertinent construction reports or field reports from previous construction work.
- Coordination of construction and procurement of services for implementation of recommended modifications using technical specifications provided.
- Complete all necessary procurement packages using information included in the field investigation memorandum and technical specifications, solicit price quotations and perform procurement, and administer construction of improvements.

***Task 400 – Digester No. 2 Cover Replacement***

**TASK 401: Contact Vendors**

The purpose of Task 401 is to assess the availability and schedule for replacing the cover on Digester No. 2 before February 15, 2008, in order to complete the recoating project in Digester No. 4 before it is needed for summer operation—April 1.

Three options will be briefly explored: (1) buying and installing a fixed cover from a vendor normally engaged in the business; (2) buying and installing a membrane cover from a vendor normally engaged in the business; and (3) custom design of a flat steel cover for local fabrication. Due to the duration required for a conventional design-bid-build, Option 3 is not included in this scope of work. Option 3 will be pursued only if the first Options 1 and 2 are unavailable. Preliminary information gathered from digester cover vendors indicates that standard design covers are available during the time frame contemplated, making Option 1 the most attractive approach overall. Option 3 can be retained as a back-up, however a number of risks are introduced into the planned improvements, which may result in this option being less attractive when compared to standard cover suppliers systems. Some of these factors include the time required to conduct the customized structural engineering design, the lack of experience of local metal fabricators with the specific requirements of digester covers, and the potential for delays due to coordination requirements of suppliers performing such a project for the first time.

***City Involvement***

- Provide information for the mixer to be installed in Digester No. 2 and complete the purchase agreement with the selected vendor.

***Work Products***

- Digester cover recommendation for owner purchase from available vendor.
- Camera-ready specifications and digital specification files for Digester No. 2 cover (3 copies for City, 2 copies for Contractor, plus HDR copies).
- Prepare owner-prepurchase documents for Digester No. 2 cover (1 electronic copy)

#### **TASK 402: Basis for Quotes**

The purpose of Task 402 is to develop a basis for soliciting proposals from vendors.

##### ***Work Products***

- Structural design sketches for vendor fabrication of cover.

#### **TASK 403: Coordinate Agreement/Quote with Cover Vendor**

The purpose of Task 403 is to coordinate the scope of work for the cover vendor versus scope to be provided by the small works contractor.

HDR will review and comment on the items to be included or excluded from the cover vendor and coordinate the items excluded by the cover vendor to be provided by a small works contractor.

##### ***City Involvement***

- The City will take the lead in completing the contract for direct purchase of a replacement cover for Digester No. 2.
- The City will take the lead in contracting with a small works contractor for the installation of cover components not supplied by the cover vendor.

##### ***Work Products***

- Review and comment on cover quote.
- Scope for small works contractor.

#### **TASK 404: Coordinate Cover Installation with Small Works Contractor**

The purpose of Task 404 is to provide engineering support to the small works contractor during installation of the cover.

Since, due to the relatively small construction effort required to install these improvements, the project will not be implemented through a traditional design-bid-build approach with detailed plans and specifications. HDR will work with the contractor through faxed sketches, email, phone calls, site visits, meetings, and other correspondence to answer the contractor's requests for information regarding the installation of the cover.

##### ***City Involvement***

- Coordinate technical questions from the City's small works contractor to HDR's project manager.

##### ***Work Products***

- Faxed sketches, email, phone calls, site visits, meetings, and other correspondence to answer the contractor's requests for information.
- Budget assumes 3 to 5 site visits.

### ***Task 500 – Construction Administration Assistance***

Provide technical assistance to City during construction of remedial actions outlined in Task 300 above. Technical assistance will include review of materials and procedures shop drawings and field inspection during construction. Construction administration services will be provided on a time and material basis with the estimated level of effort as presented in the attached budget. Engineer will not exceed this level of effort without prior authorization from the City.

It is estimated that approximately 3 (three) shop drawing submittals will be reviewed by the Engineer. Two site visits will be conducted for field inspection during construction. It is assumed that the City will also employ an independent NACE inspector during the contractor selection process and throughout the application of the coatings systems specified in Task 3 above.

#### **Deliverables:**

- Shop drawing submittal review memoranda and recommended submittal action.
- Field inspection reports.

#### **City Involvement:**

- Review of submittal memoranda and recommendations provided.
- Coordination of Engineer's field site visits with City employed NACE inspector.
- Budget assumes 3 to 4 site visits.

### ***Task 600 – Quality Assurance/Quality Control***

Provide an independent review of project deliverables. Task reports shall be reviewed prior to final report issuance. Comments shall be incorporated into the documents, or documentation of why comments were not included. The Consultant's Project Manager will schedule reviews and shall assign reviewers independent of the project team.

#### **City Involvement:**

- Provide review comments in a timely manner. Consultant shall schedule for and allow at least 5 working days for review of Consultant drafts.

#### **Deliverables:**

- One quality control review per key memorandum or report.
- Monthly invoice and progress reports (electronic and 1 hard copy).

**SCHEDULE**

Based on an anticipated Notice to Proceed date of November 30, 2007, the project schedule is as follows:

Task	Description	Schedule
100	Site Inspection (Digester No. 2 Cover) (In scope. Complete.)	November 8, 2007
	Site Visitation Memorandum (In scope. Complete)	November 13, 2007
200	Facility Evaluation Summary	December 14, 2007
300	Coatings System and Secondary Clarifier Drive Installation Specifications	February 1, 2008
400	Digester No. 2 Cover Replacement Design	December 21, 2007
500	Construction Site Visit #1	March 21, 2008
	Construction Site Visit #2	TBD

**COMPENSATION**

For services described in this Agreement, payment shall be made on a Cost Plus Fixed Fee basis. Labor Costs shall be in an amount equal to Direct labor Cost times a factor of 2.75. Direct Labor Costs used as a basis for payment mean salary and wages paid to all Consultant’s personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, drafting personnel, specification writers, estimators, and other technical and business personnel; but does not include indirect payroll-related costs or fringe benefits. The hourly Direct Labor Costs of Consultant will be adjusted equitably to reflect changes in personnel and in Consultant’s overall compensation procedures and practices.

The Total Fixed Fee shall be \$87,702.

The City shall pay Consultant’s direct expenses incurred in providing services, including the cost of subconsultants. Consultant shall not mark up Consultant’s expenses. Normal charges for direct operating expenses are listed below:

- automobile travel: \$0.485/mile
- routine copies: \$0.10/page
- facsimiles \$.55/page
- technology charge \$3.70/hour
- long-distance telephone at direct cost
- Fed-Ex, UPS, postage at direct cost
- outside printing at direct cost

The City's total consideration, including fixed fee and expenses, shall not exceed \$87,702 without an amendment which significantly changes the services to be provided. An estimated task-by-task breakdown of project costs is attached.

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

COMPENSATION SCHEDULE

EXHIBIT B

CITY OF COEUR d'ALENE WASTEWATER TREATMENT PLANT  
 ENGINEERING SERVICES  
 FOR  
 DIGESTERS NO. 4, SECONDARY CLARIFIERS NO. 1 & 2 COATINGS  
 AND  
 DIGESTER NO. 2 COVER

Exhibit B - Coeur d'Alene WWTP IFAS Retrofit

	HDR DIRECT LABOR	INDIRECT LABOR	EXPENSES	SUB- CONSULTA NTS	FIXED FEE	TOTAL
Coeur d'Alene Digesters & Clarifiers						
Coatings and Digester No. 2 Cover Design	\$25,819.02	\$45,183.29	\$8,889.00	0	\$7,810.25	\$87,701.56
<b>TOTAL</b>	<b>\$25,819</b>	<b>\$45,183</b>	<b>\$8,889</b>	<b>\$0</b>	<b>\$7,810</b>	<b>\$87,702</b>

**AGREEMENT**

**for**

**PROFESSIONAL SERVICES**

**between**

**CITY OF COEUR D'ALENE**

**and**

**HDR ENGINEERING, INC.**

**for**

**NEAR-TERM AMMONIA REDUCTION IMPROVEMENTS  
INTEGRATED FIXED FILM ACTIVATED SLUDGE (IFAS)**

THIS AGREEMENT, made and entered into this 4th day of December, 2007, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "City," and **HDR ENGINEERING, INC.**, a Nebraska corporation, with its principal place of business at 412 E. Parkcenter Blvd., Suite 100, Boise, Idaho 83706, hereinafter referred to as the "Consultant."

**WITNESSETH:**

WHEREAS, the existing wastewater treatment facility was designed for base secondary treatment without ammonia nitrogen control.

WHEREAS, the EPA has modified the City's NPDES permit in 2004 to include ammonia limits in anticipation of the downstream total maximum daily load (TMDL) process in the State of Washington and the plant effluent approached the concentration limit of 10 mg/L in August 2007.

WHEREAS, the City desires services to coordinate the near-term installation of ammonia reduction improvements to reduce the risk of exceeding permit limitations for effluent ammonia in 2008.

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., Suite 100, 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 "A" 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 0% markup over Consultant's cost. The total estimated fee is not to exceed the amount as stated in Exhibit "A". 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 be completed by December 31, 2008.

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 "A." Labor Costs shall be an amount equal to the Direct Labor Cost times a factor of 2.77. 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 said exhibit. 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 "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 have the right to terminate this agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, and reports or other material prepared by the Consultant under this agreement shall at the option of the City become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred.

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

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

Section 11. Equal Employment Opportunity.

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

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

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

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

Section 13. Assignability.

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

bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

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

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

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

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

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

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

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

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

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

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

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

Section 23. City Held Harmless.

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

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

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

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

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

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

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

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

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

**CITY OF COEUR D'ALENE**

**HDR ENGINEERING, INC.**

\_\_\_\_\_  
Sandi Bloem, Mayor

\_\_\_\_\_  
Larry V. Hoffman, Vice President

ATTEST:

ATTEST:

\_\_\_\_\_  
Susan K. Weathers, City Clerk

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



## SCOPE OF SERVICES

### EXHIBIT A

#### **Wastewater Facility Plan Amendment Near-Term Ammonia Reduction Improvements Integrated Fixed Film Activated Sludge (IFAS)**

The City of Coeur d'Alene is currently in the process of amending the October 2000 "Treatment Plant Facilities Plan" to respond to new effluent discharge permit requirements associated with the draft dissolved oxygen TMDL prepared by Washington Department of Ecology. Concurrently, the biological treatment system at the Coeur d'Alene wastewater treatment plant is operating at, or above, its estimated capacity with effluent permit limits on ammonia nitrogen. Near-term treatment process modifications are required to enhance the City's ability to remain in compliance with effluent discharge permit limits. One approach to enhancing the capacity to treat for ammonia that can be accomplished at moderate costs and relatively quickly compared to large scale plant improvements, is to add fixed film media to the existing biological treatment process. This will require approval of a sole source procurement to obtain the media from the only viable supplier currently available in the US market.

#### ***Background***

The existing treatment facility was designed for base secondary treatment without ammonia nitrogen control. At times in the past, EPA has included ammonia limits, but has also removed ammonia limits from the Coeur d'Alene NPDES discharge permit. The 1999 NPDES permit which governs current operations originally had ammonia nitrogen limits removed as a result of the City's successful efforts to negotiate site specific ammonia standards for the Spokane River with the state of Idaho. However, EPA modified the permit in 2004 to re-insert ammonia limits in anticipation of the downstream total maximum daily load (TMDL) process in the state of Washington.

#### **Washington's TMDL Delays Planned Phase 4C Improvements**

Throughout this process, the City has been planning treatment plant improvements to reduce effluent ammonia discharges and to meet the downstream requirements driven by Washington's TMDL process. However, the Washington TMDL process has continued over a protracted period of time during which City deferred planned Phase 4C facilities improvements until phosphorus, CBOD, and ammonia nitrogen requirements were clear. As a consequence, the improvements in Phase 4C to expand the City's ability to reduce ammonia nitrogen are not yet constructed and may not be for a considerable period of time. The current draft NPDES permit from Region 10 EPA allows a 9 year compliance period for plant improvements targeting phosphorus, CBOD, and ammonia nitrogen. However, contradicting this compliance schedule is EPA's insistence in retaining the ammonia limits inserted into the 2004 NPDES permit modification, which are difficult to meet using the existing treatment facilities.

## **Challenges in Meeting Near-Term Ammonia Limits**

As Coeur d'Alene has grown and flows to the treatment plant increased, the ability of the existing trickling filter/solids contact process to reduce ammonia discharges has been challenged. In the summer of 2007 permit season, the plant effluent pushed up to the effluent concentration limit of 10 mg/l in August. Process operational changes were planned and executed by City staff to stretch treatment capacity as far as possible to attempt to remain in compliance with the discharge permit. Despite these efforts, it is clear that additional tools are required to maintain compliance with effluent ammonia limitations until permanent improvements to the plant can be made.

## **Integrated Fixed Film Activated Sludge (IFAS) Retrofit**

In recent years, Integrated Fixed Film Activated Sludge (IFAS) has emerged as a viable alternative to improve nitrification. IFAS was developed originally to allow nitrification in facilities which were designed for BOD removal alone, without constructing additional process tankage. Today, over 500 IFAS facilities are in operation worldwide, with capacities of up to 300 MGD. In the US alone, between 10 and 20 IFAS facilities are online but many more are in planning or under construction.

## **Lone Supplier Available**

Of the two IFAS alternative configurations available, fixed media and suspended media, only the fixed media technology represents a feasible approach for Coeur d'Alene in consideration of cost, constructability, and implementation schedule. As of October 2007, there were a limited number of vendors known to offer a fixed media IFAS technology product which can be installed at the Coeur d'Alene facility. Those vendors are Entex, Brentwood Industries, and EIMCO. It appears that the only viable supplier for consideration in Coeur d'Alene is Entex.

- EIMCO licenses the technology from a fabric manufacturer in Germany, currently has no installations in the North America and requires a six months lead time since the product is manufactured in Germany.
- Brentwood Industries still offers a fixed media IFAS product but has lost its exclusive contract with the media manufacturer, which was picked up by Entex. Entex was founded by former Brentwood Industries employees and even though Brentwood still lists various installations as references on their website, the staff that has the IFAS experience is now working at Entex.
- Entex appears to be the only viable supplier of fixed IFAS media in US with full-scale installation experience (see listing below) and an ability to meet the City's schedule requirements. Entex currently has over 10 installations in the US and many more in planning and under construction. The Entex lead time for provision of IFAS modules to the City as of October 2007 is approximately 12 to 14 weeks.

## **Proposed Retrofit**

The proposed interim IFAS retrofit under consideration by the City involves the installation of fixed film media modules in the existing Solids Contact Tank to achieve approximately 133 lbs/day of ammonia removal capacity. Some mechanical, structural, and electrical modifications will be required to make the installation possible. Since the IFAS modules will be installed in existing process tankage, structural modifications will be required to support the modules.

Mechanical system modifications, chiefly aeration air supply for periodic agitation of the media, will be required and can be adapted to the current aeration system at the plant. Limited electrical power system modifications will also be needed to supply power to solenoid valves on the air system for periodic air purging. The total value of the planned retrofits currently under consideration are approximately \$250,000 to \$750,000. Sole source procurement of the IFAS modules is a part of that total and the cost of the modules remains to be determined based on the final selection of the number of modules, their estimated nitrification capacity, and input from the vendor.

### **Objectives**

The objectives for this planning analysis are to prepare for and coordinate the installation of IFAS modules in the existing solids contact tank, as follows:

- Prepare a structural design for vendor fabrication of IFAS module supports.
- Review aeration air requirements and air supply.
- Coordinate agreement/quote from IFAS supplier.
- Coordinate the installation of IFAS modules with a local, small works contractor.

### **Scope of Work**

#### **TASK 1: Prepare Structural Design**

**Objective:** The purpose of Task 1 is to prepare a design for supporting the IFAS modules on the walls of the existing solids contact tank.

The existing treatment process must be undisrupted during the design and installation of IFAS modules. Either structural supports will be fabricated to locate the IFAS modules above the floor of the solids contact tank, or the modules will rest on legs on the bottom of the tank. An HDR structural engineer will prepare design sketches for fabrication of the supports by the IFAS vendor.

### **City Involvement**

- Review the structural support concept and provide comment on operator preferences for installation and removal of IFAS modules for infrequent, periodic maintenance.

### **Work Products**

- Structural design sketches for vendor fabrication of supports.

## ***TASK 2: Review Aeration Air Requirements and Air Supply***

**Objective:** The purpose of Task 2 is to review the aeration air requirements for the IFAS modules and develop a scheme to supply air to the modules sufficient for periodic scouring.

The capacity of the existing air blowers, existing fine bubble diffuser pressure and air requirements, and IFAS module air requirements will be reviewed by HDR. HDR will also review the electrical power requirements for automated valves for the air scour system.

### **City Involvement**

- Provide O&M and design data on aeration air blower equipment.

### **Work Products**

- Develop a scour air strategy within the limitations of the existing aeration air blower system.

## ***TASK 3: Coordinate Agreement/Quote with IFAS Vendor***

**Objective:** The purpose of Task 3 is to coordinate the scope of work for the IFAS vendor with the scope to be provided by the small works contractor.

HDR will review and comment on the items to be included or excluded from the IFAS vendor and coordinate the items excluded by the IFAS vendor to be provided by a small works contractor selected by the City. HDR will also evaluate the quote from the IFAS vendor against other installations from multiple vendors.

### **City Involvement**

- Review the quote provided by the IFAS vendor and provide comment.
- Complete IFAS purchase arrangements with Entex and purchase media modules.
- Provide secure storage for IFAS media modules delivered to the site by Entex.

### **Work Products**

- Prepare sole source justification for IFAS media purchase.
- Review and comment on IFAS quote.

## ***TASK 4: Coordinate IFAS Installation with Small Works Contractor***

**Objective:** The purpose of Task 4 is to prepare an engineering contract document package for the small works contractor for the installation of the IFAS modules, air system, electrical power, and controls. Visit the plant site during construction to coordinate the installation of IFAS media modules with the general contractor and inspect the installation.

The project will be implemented by procuring the services of a general contractor using a limited distribution contract document package that will serve as the basis for contractor bidding. Existing front-end contract documents and general conditions will be edited to apply to this limited scope construction project. Technical specifications will be prepared to define the scope

of construction work and the sequence of construction. Existing plant drawings will serve as base plans for mark-ups illustrating the installation of the IFAS modules. Engineering detailing on the drawing markups will be limited and in some cases, the remodeling work may require field direction to coordinate the installation with the IFAS media module package.

### **City Involvement**

- Provide City Wastewater Department and Legal Department review of the contract document package prior to bidding.
- Assist the engineering staff with the administration of the bidding and award process to contract with a general contractor to install the IFAS media modules.
- Assist in coordination of the interface between the pre-purchased IFAS media modules and the general contractor.
- Provide operations staff assistance with access to process tankage, mechanical systems, and electrical systems.
- City staff shall assess and obtain any City Building Permits or other permits and inspections required for the installation of IFAS media modules.

### **Work Products**

- Contract documents consisting of specifications and drawing mark-ups of the existing facilities illustrating the installation of the IFAS media modules, aeration piping modifications, and controls locations.
- Conduct up to three site visits during the installation and construction phase to review and inspect.
- Assist City operations staff with start-up of system

### ***TASK 5: Treatment Process Performance Evaluation***

**Objective:** The purpose of Task 5 is to monitor ammonia removal performance at the treatment plant with the IFAS modules in 2008 and compare that with performance in 2007 prior to the modifications.

The Integrated Fixed Film Activated Sludge (IFAS) process is relatively new and ammonia removal performance estimates are based largely on vendor experience. The initial installation planned is targeted to provide approximately 133 lbs/day of additional ammonia removal capacity, which will be a substantial addition to the total capacity of the plant, which can discharge a total of only 350 lbs/day at the 10 mg/l limit and 4.2 mgd plant flow. Ammonia removal performance during the summer 2008 ammonia removal season will be compared with plant performance from 2007. An assessment will be made of the nitrification enhancement due to the IFAS addition and this will be compared with the vendor's projections of performance. At the end of the summer of 2008, plant nitrification capacity will be re-assessed in light of the IFAS retrofit and recommendations will be made for the summer of 2009. Recommendations may include modifications to the initial IFAS installation and potentially for addition of more IFAS media modules.

### **City Involvement**

- Provide ammonia monitoring data from City laboratory work on an on-going basis, throughout the summer 2008 ammonia removal season.
- Assist with such additional sampling and laboratory analysis as may be defined during the course of the summer 2008 season to optimize IFAS performance.

### **Work Products**

- Prepare a monitoring plan for sampling and analysis of wastewater to track IFAS performance.
- Conduct 2 site visits during the summer of 2008 to observe IFAS system performance, make field assessments, and potential recommendations for modifications or operational practices.
- A brief report summarizing the assessment of summer 2008 IFAS performance in terms of BOD and ammonia nitrogen removal, including performance data analysis and potential recommendations for further modifications.

**SCHEDULE**

Based on an anticipated Notice to Proceed date of November 30, 2007, the project schedule is as follows:

Task	Description	Schedule
1	Prepare structural design	November 30, 2007 to December 21, 2007
2	Review aeration air requirements and air supply	November 30, 2007 to December 21, 2007
3	Coordinate Agreement/Quote with IFAS Vendor	November 30, 2007 to December 21, 2007
4	Coordinate IFAS Installation with Small Works Contractor	March 21, 2008 to June 1, 2008
	Complete IFAS installation	July 1, 2008
5	Treatment Process Performance Evaluation	November 28, 2008

COMPENSATION SCHEDULE

EXHIBIT B

**Wastewater Facility Plan Amendment  
Near-Term Ammonia Reduction Improvements  
Integrated Fixed Film Activated Sludge (IFAS)**

Exhibit B - Coeur d'Alene WWTP IFAS Retrofit

	HDR DIRECT LABOR	INDIRECT LABOR	EXPENSES	SUB- CONSULTA NTS	FIXED FEE	TOTAL
IFAS Retrofit Structural, Aeration Review, and Vendor/Contractor Coordination	\$24,298.20	\$42,521.85	\$5,573.90	0	\$7,350.21	\$79,744.16
<b>TOTAL</b>	<b>\$24,298</b>	<b>\$42,522</b>	<b>\$5,574</b>	<b>\$0</b>	<b>\$7,350</b>	<b>\$79,744</b>

OTHER BUSINESS

COUNCIL BILL NO. 07-1045  
ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, VACATING A PORTION OF RIGHT-OF-WAY OF SELTICE WAY, GENERALLY DESCRIBED AS A THIRTY FOOT (30') BY FIVE HUNDRED THIRTY FIVE FOOT (535') PORTION OF THE SOUTHWEST QUARTER OF SECTION 3 ADJOINING THE SOUTHERLY BOUNDARY OF THE COEUR D'ALENE HONDA AUTO DEALERSHIP IN COEUR D'ALENE, KOOTENAI COUNTY, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

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

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

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

A portion of the southwest quarter of Section 3, Township 50 North, Range 4 West, B.M., in the City of Coeur d'Alene, Kootenai County, Idaho, MORE PARTICULARLY DESCRIBED AS FOLLOWS (The Basis of Bearing is Record of Survey, Book 24, Page 429):

Commencing at the south quarter corner of said Section 3 as shown on said record of survey;

Thence N 87°04'53" W, 1934.78 feet to a right-of-way monument on the northerly right-of-way line of Seltice Way;

Thence, along the said northerly right-of-way line, S 89°25'42" E, 607.72 feet to the southwesterly corner of that property owned by Coeur d'Alene Honda, said corner being the True Point of Beginning for this description;

Thence continuing along the said northerly right-of-way line, S 89°25'42" E, 535.00 feet;

Thence leaving the said northerly right-of-way line, S 00°34'18" W, 30.00 feet;

Thence N 89°25'42" W, 535.00 feet;

Thence N 00°34'18" E, 30.00 feet to the True Point of Beginning.

be and the same is hereby vacated.

**SECTION 2.** That said vacated road right-of-way shall revert to the adjoining property owner to the north side.

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

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

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

APPROVED by the Mayor this 4<sup>th</sup> day of December, 2007.

\_\_\_\_\_  
Sandi Bloem, Mayor

ATTEST:

\_\_\_\_\_  
Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_  
V-07-2 RIGHT-OF-WAY VACATION

The City of Coeur d'Alene, Idaho hereby gives notice of the adoption of Coeur d'Alene Ordinance No. \_\_\_\_\_, vacating a portion of Seltice Way.

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

A portion of the southwest quarter of Section 3, Township 50 North, Range 4 West, B.M., in the City of Coeur d'Alene, Kootenai County, Idaho, MORE PARTICULARLY DESCRIBED AS FOLLOWS (The Basis of Bearing is Record of Survey, Book 24, Page 429):

Commencing at the south quarter corner of said Section 3 as shown on said record of survey;

Thence N 87°04'53" W, 1934.78 feet to a right-of-way monument on the northerly right-of-way line of Seltice Way;

Thence, along the said northerly right-of-way line, S 89°25'42" E, 607.72 feet to the southwesterly corner of that property owned by Coeur d'Alene Honda, said corner being the True Point of Beginning for this description;

Thence continuing along the said northerly right-of-way line, S 89°25'42" E, 535.00 feet;

Thence leaving the said northerly right-of-way line, S 00°34'18" W, 30.00 feet;

Thence N 89°25'42" W, 535.00 feet;

Thence N 00°34'18" E, 30.00 feet to the True Point of Beginning.

The ordinance further provides that the City of Coeur d'Alene shall retain drainage easements, utility easements and easements for sidewalk/pedestrian access within the rights-of-way hereby vacated and provides that the ordinance shall be effective upon publication of this summary. The full text of the summarized Ordinance No. \_\_\_\_\_ is available at Coeur d'Alene City Hall, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814 in the office of the City Clerk.

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Susan K. Weathers, City Clerk

**STATEMENT OF LEGAL ADVISOR**

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. \_\_\_\_\_, V-07-2 Vacation of a portion of right-of-way on Seltice Way adjacent to Coeur d' Alene Honda, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 4<sup>th</sup> day of December, 2007.

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Warren J. Wilson, Chief Civil Deputy City Attorney

RESOLUTION NO. 07-069

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A LETTER OF AGREEMENT FOR GRANT ADMINISTRATION SERVICES FOR HUD FUNDS, WITH PANHANDLE AREA COUNCIL.

WHEREAS, it is recommended that the City of Coeur d'Alene enter into a Letter of Agreement with Panhandle Area Council, for Grant Administration Services for HUD funds pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a Letter of Agreement for Grant Administration Services for HUD funds, 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 4<sup>th</sup> day of December, 2007.

\_\_\_\_\_  
Sandi Bloem, Mayor

ATTEST:

\_\_\_\_\_  
Susan K. Weathers, City Clerk

Motion by \_\_\_\_\_, Seconded by \_\_\_\_\_, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER GOODLANDER Voted \_\_\_\_\_

COUNCIL MEMBER MCEVERS Voted \_\_\_\_\_

COUNCIL MEMBER HASSELL Voted \_\_\_\_\_

COUNCIL MEMBER KENNEDY Voted \_\_\_\_\_

COUNCIL MEMBER REID Voted \_\_\_\_\_

COUNCIL MEMBER EDINGER Voted \_\_\_\_\_

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.



LETTER OF AGREEMENT

November 6, 2007

Panhandle Area Council  
11100 N. Airport Drive  
Hayden, ID 83835

Dear Mr. Deffenbaugh:

This letter shall serve as an interim agreement for professional services associated with the City's direct allocation of Community Development Block Grant dollars. A representative from Panhandle Area Council (PAC) and a representative from the City of Coeur d'Alene will attend HUD sponsored training December 10-13, 2007. It is hereby agreed that the specific terms of the Professional Services Agreement and Scope of Work will be negotiated after the training is complete, so the terms are specific to the needs of the City during its first year of allocation.

The City will coordinate the training travel and payment of that travel for one PAC representative. By this letter, PAC agrees to provide the City with general grant administration services for the CDBG funds (expected to be authorized January 1, 2008) until the Professional Services Agreement is negotiated in December of 2007, with a specific scope of work, at a cost not to exceed \$30,000.00 for one year.

City of Coeur d'Alene

Panhandle Area Council

\_\_\_\_\_  
Sandi Bloem, Mayor

\_\_\_\_\_  
James L. Deffenbaugh, Executive Director

# PUBLIC HEARINGS

**CITY COUNCIL  
STAFF REPORT**

TO: Mayor Sandi Bloem  
City Council

FROM: Wes Somerton – Deputy City Attorney  
Scott Dinger – Code Enforcement Officer

DATE: November 28, 2007

RE: Nuisance Abatement Proceedings 2007-10-001  
2719 N. 15<sup>th</sup> Street

**DECISION POINT**

Staff is requesting the city council hear and decide the merits of the administrative complaint filed in this matter.

**HISTORY**

The Code Enforcement officers have received numerous complaints regarding the condition of the property located at 2719 N. 15<sup>th</sup> Street. The property is owned by Michael J. Barnes. The investigation into the conditions of this property began in early 2007.

The Code Enforcement Officer has conducted site visits, made telephone calls and sent letters addressing the concerns about the existing conditions of the property and how to cure the alleged nuisances. To date Mr. Barnes has failed to cure the nuisances that have been identified to him. The alleged nuisances consist of the unreasonable accumulation of refuse, garbage, trash and junk on his property; at least 5 inoperable vehicles are stored on his property; and he has allowed grasses to grow unabated and in excess of eight inches tall. These conditions can be easily seen from his surrounding neighbors' yards and from the public streets that abut his property. Mr. Barnes attempted to install a site obscuring fence which has fallen over and has added to the unsightly condition of the property.

**FINANCIAL ANALYSIS**

The setting and holding of a public hearing on this matter has little financial impact on the city. Should the city council determine that nuisances exist, Mr. Barnes will be ordered to cure the nuisances within a reasonable time. Should he fail to cure the nuisances, the city council may authorize the city staff, or their designee to abate the nuisances and charge Mr. Barnes for all costs and fees associated with the clean up. The costs if not paid will be levied against the real property as allowed by law.

**PERFORMANCE ANALYSIS**

Mr. Barnes has been served with a copy of the Summons to appear at the public hearing, an original of the Administrative Complaint and a copy of the relevant city code provisions, and hearing procedures. A copy of the complaint, summons and certificate of service are attached to this staff report.

This is a quasi judicial hearing. The city council will be the trier of facts and at the end of the hearing will make findings of facts, conclusions of law, and enter an order.

It is suggested the order of the hearing be as follows:

The Mayor introduces the Administrative hearing.

The Mayor will ask if any of the council members have a conflict of interest.

The order of the hearing:

- 1.) The Deputy City Attorney and/or the Code Enforcement Officer will present the allegations and the facts which support those allegations of the administrative complaint.
- 2.) Mr. Barnes will have an opportunity to address the city council and rebut any and all allegations.
- 3.) If concerned members of the public, who have standing, wish to address the city council they may do so in this hearing.
- 4.) At the conclusion of testimony and presentation of evidence the city council will be asked to prepare findings of facts and conclusions of law.
- 5.) Based on the findings and conclusions the city council will make the appropriate orders.

If the city council does not sustain the administrative complaint Mr. Barnes is under no obligation to comply with the demands of the code enforcement officer as to the specific allegations.

If the city council sustains the administrative complaint then the city council will make a determination on the plan for clean up on Mr. Barnes property. Typically the order will require the property owner to cure the nuisance or be required to reimburse the city for the clean up.

### **ADMINISTRATIVE COMPLAINT**

That between June 1, 2007 and the date of this Complaint, Michael J. Barnes, owner of the real property located at 2719 N. 15<sup>th</sup> Street, Coeur d'Alene, Kootenai County, Idaho, did allow:

### **COUNT I**

The accumulation and/or storage of bulky waste, trash, garbage, rubbish, waste matter, solid waste and/or refuse on private property clearly viewed from the public right-of-way and from neighboring properties. This accumulation of items includes but is not limited to tires, plywood, sheet metal, plastic tubing, rubber tubing, chipboard, wire mesh, plastic tarps, concrete blocks, metal pipe and other miscellaneous metal or wood or plastic items all constituting a nuisance and a violation of Coeur d'Alene Municipal Code 8.04.010 -.100, all of which is contrary to the form, force and effect of the statute and against the peace and dignity of the City of Coeur d'Alene.



## COUNT II

The unmanaged growth or accumulation of noxious weeds (Idaho Code section 22-2407), grass or weeds over eight inches (8") in height, waste matter, nuisance trees or bushes, whether dead or living or the accumulation or overgrowth of brush or vegetative litter on the subject property, which constitutes a nuisance and a violation of Coeur d' Alene Municipal Code 8.08.010 - .080, all of which is contrary to the form, force and effect of the statute and against the peace and dignity of the City of Coeur d' Alene.



### COUNT III

The storage of five (5) abandoned, wrecked and/or inoperable vehicles on the subject property creating a condition tending to reduce the value of surrounding private property in the vicinity, and/or promotes blight and/or deterioration and/or creates fire hazards and/or constitutes an attractive nuisance creating a hazard to the health and/or safety of minors, or is a harborage for rodents and/or insects injurious to the health safety and/or general welfare of the public, and constitutes a nuisance and violation of Coeur d'Alene Municipal Code 8.28.010 - .130 and is against the peace and dignity of the City of Coeur d'Alene.



## COUNT IV

The storage of an abandoned, wrecked and/or inoperable vehicle on Gilbert Ave, abutting and adjacent to the subject property creating a condition tending to reduce the value of surrounding private property in the vicinity, and/or promotes blight and/or deterioration and/or creates fire hazards and/or constitutes an attractive nuisance creating a hazard to the health and/or safety of minors, or is a harborage for rodents and/or insects injurious to the health safety and/or general welfare of the public, and constitutes a nuisance and violation of Coeur d'Alene Municipal Code 8.28. 010 - .130 and is against the peace and dignity of the City of Coeur d'Alene.



CITY ATTORNEY'S OFFICE  
710 E. MULLAN AVE.  
COEUR D'ALENE, IDAHO 83814  
TELEPHONE: 208.769-2348  
FAX: 208.769.2326

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

IN RE MATTER OF NUISANCE )  
ABATEMENT PROCEEDING ) Case No. 2007-10-001  
)  
MICHAEL BARNES, ) **ADMINISTRATIVE**  
2719 N. 15<sup>TH</sup> Street, ) **SUMMONS**  
City of Coeur d'Alene )  
County of Kootenai, State of Idaho )  
\_\_\_\_\_ )

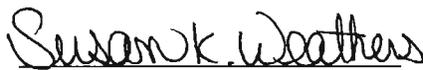
THE CITY OF COEUR D'ALENE SENDS GREETINGS TO THE ABOVE-NAMED  
DEFENDANT: MICHAEL BARNES

YOU ARE HEREBY NOTIFIED that an administrative complaint has been filed against you by the City of Coeur d'Alene alleging four (4) counts of Nuisance occurring on or about 2719 N 15<sup>th</sup> Street, Coeur d' Alene, Idaho, in violation of Idaho Code Section 50-334, Coeur d'Alene Municipal Code Sections 8.04.100, 8.08.020 and 8.28.010.

**YOU ARE HEREBY COMMANDED TO APPEAR before the Coeur d'Alene City Council, at the Coeur d'Alene City Hall, 710 Mullan Avenue, Coeur d'Alene Idaho at 6:00 o'clock p.m., on the 4<sup>th</sup> day of December, 2007, for proceedings in accordance with law upon said complaint.**

YOU ARE HEREBY FURTHER NOTIFIED that unless you do so appear, forfeiture may be had against you and the City may proceed according to law to abate the nuisances.

WITNESS my hand and the seal of the above-entitled City this 7<sup>th</sup> day of November, 2007.

  
Susan Weathers  
City Clerk

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

<b>IN RE MATTER OF NUISANCE</b>	)	
<b>ABATEMENT PROCEEDING</b>	)	<b>Case No. 2007-10-001</b>
	)	
<b>MICHAEL J. BARNES</b>	)	<b>ADMINISTRATIVE</b>
<b>2719 N. 15<sup>th</sup> Street</b>	)	<b>COMPLAINT</b>
<b>Coeur d'Alene, Idaho</b>	)	
_____	)	

An administrative complaint having been filed and cause existing to require abatement proceedings, it is alleged:

That between June 1, 2007 and the date of this Complaint, Michael J. Barnes, on your real property located at 2719 N. 15<sup>th</sup> Street, Coeur d'Alene, Kootenai County, Idaho, you did allow:

**COUNT I**

The accumulation and/or storage of bulky waste, trash, garbage, rubbish, waste matter, solid waste and/or refuse on private property clearly viewed from the public right-of-way and from neighboring properties. This accumulation of items includes but is not limited to tires, plywood, sheet metal, plastic tubing, rubber tubing, chipboard, wire mesh, plastic tarps, concrete blocks, metal pipe and other miscellaneous metal or wood or plastic items all constituting a nuisance and a violation of Coeur d'Alene Municipal Code 8.04.010 -.100, all of which is contrary to the form, force and effect of the statute and against the peace and dignity of the City of Coeur d'Alene.

**COUNT II**

The unmanaged growth or accumulation of noxious weeds (Idaho Code section 22-2407), grass or weeds over eight inches (8") in height, waste matter, nuisance trees or bushes, whether dead or living or the accumulation or overgrowth of brush or vegetative litter on the subject property, which constitutes a nuisance and a violation of Coeur d'Alene Municipal Code 8.08.010 -.080, all of which is contrary to the form, force and effect of the statute and against the peace and dignity of the City of Coeur d'Alene.

**COUNT III**

The storage of five (5) abandoned, wrecked and/or inoperable vehicles on the subject property creating a condition tending to reduce the value of surrounding private property in the vicinity, and/or promotes blight and/or deterioration and/or creates fire hazards and/or constitutes

an attractive nuisance creating a hazard to the health and/or safety of minors, or is a harborage for rodents and/or insects injurious to the health safety and/or general welfare of the public, and constitutes a nuisance and violation of Coeur d'Alene Municipal Code 8.28.010 - .130 and is against the peace and dignity of the City of Coeur d'Alene.

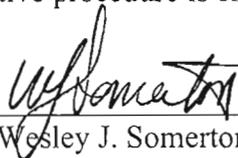
#### COUNT IV

The storage of an abandoned, wrecked and/or inoperable vehicle on Gilbert Ave, abutting and adjacent to the subject property creating a condition tending to reduce the value of surrounding private property in the vicinity, and/or promotes blight and/or deterioration and/or creates fire hazards and/or constitutes an attractive nuisance creating a hazard to the health and/or safety of minors, or is a harborage for rodents and/or insects injurious to the health safety and/or general welfare of the public, and constitutes a nuisance and violation of Coeur d'Alene Municipal Code 8.28. 010 - .130 and is against the peace and dignity of the City of Coeur d'Alene.

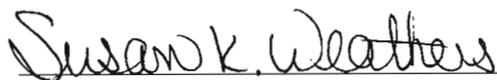
You have previously been advised in writing and verbally on what needs to be accomplished to cure the nuisance complaints. To date you have failed to cure the nuisances. By copy of this Administrative Complaint you are hereby made aware of the nuisance conditions existing at 2719 N 15<sup>th</sup> Street, Coeur d' Alene, Idaho and are advised to cure the nuisance existing on the subject property.

**You are further commanded to appear before the City Council on December 4, 2007 at 6:00 o'clock p.m., or as soon thereafter may be permitted, for the administrative and public hearing.** This is your due process hearing as required and permitted by the city code to determine whether or not your property conditions constitute a nuisance. If it is determined that a nuisance exists the City Council will establish a time frame in which you will be required to abate the nuisance and such other actions and costs as the City Council may deem needed to cure such nuisances, including but not limited to assessing costs against you to cure the nuisance.

A copy of the Coeur d'Alene City administrative procedure is enclosed for your convenience.

  
\_\_\_\_\_  
Wesley J. Somerton, Deputy City Attorney

Subscribed and sworn to before me this 7<sup>th</sup> day of November 2007.

  
\_\_\_\_\_  
Susan Weathers – City Clerk



**Kootenai County, Idaho**  
**Mike McDowell, Assessor**

Site Provided by...  
 governmax.com T1.14

**Parcel**



Address  
 2 of 3

**Property Info**

Parcel  
 Print View  
 Parcel Map →

**Searches**

Address  
 Parcel Number  
 Owner  
 AIN

**Functions**

Home  
 Department Index  
 Assessor Home  
 Treasurer Home  
 Welcome Page  
 Login / Logout  
 Property Search  
 Printing Parcel Maps  
 Help  
 Contact Us  
 Subscriptions  
 Treasurer Search

<b>Parcel Number</b> C0675000343A	<b>AIN</b> 120673	<b>Situs Address</b> 2719 N 15TH ST, COEUR D ALENE	<b>Current Total Value</b> \$123,035
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**Owner Information**

<b>Owner Name</b>	BARNES MICHAEL J ETUX
<b>Owner Address</b>	PO BOX 2476 COEUR DALENE ID 83816
<b>Transfer Date</b>	12/01/1997

**Location / Description**

<b>Tax Authority Group</b>	001001	<b>Legal Desc.</b>	BEST LANDS ANNEX, N 65' LT 343-344 01 50N 04W
<b>Situs Address</b>	2719 N 15TH ST, COEUR D ALENE		
<b>Acreage</b>	.1450		

**Parcel Type**

<b>Property Class Code</b>	541- Imp res lot/tract in city
<b>Neighborhood Code</b>	4008

**Assessment Information**

Appraisal Date	01-01-2007	Current Year - 2007	Prior Year - 2006
Market Value Land	\$60,000	Homeowners Eligible Amt Land	\$60,000 Homeowners Eligible Amt Land \$72,209
Market Value Improvement	\$63,035	Homeowners Eligible Amt Imp	\$63,035 Homeowners Eligible Amt Imp \$85,330
Total Market Value	\$123,035	Sum Homeowners Eligible Amt	\$123,035 Sum Homeowners Eligible Amt \$157,539
		Homeowners Exemption Allowed	\$61,518 Homeowners Exemption Allowed \$75,000
Acreage	0.1450	Total Market Value	\$123,035 Total Market Value \$157,539
		Homeowners Exemption Allowed	\$61,518 Homeowners Exemption \$75,000
		Ag/Timber Exemption	\$0 Ag/Timber Exemption \$0
		Net Taxable Value	\$61,517 Net Taxable Value \$82,539

CITY ATTORNEY'S OFFICE  
710 E. MULLAN AVENUE  
COEUR D'ALENE, IDAHO 83814  
TELEPHONE: (208) 769-2323

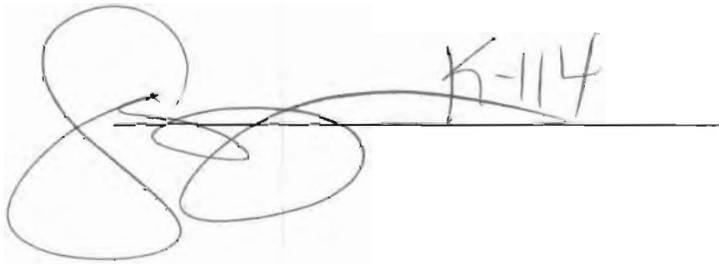
CITY COUNCIL OF THE CITY OF COEUR D'ALENE  
KOOTENAI COUNTY, IDAHO

IN RE MATTER OF NUISANCE )  
ABATEMENT PROCEEDING ) CASE NO. 2007-10-001  
)  
MICHAEL BARNES )  
2719 N. 15th Street ) RETURN OF SERVICE  
City of Coeur d'Alene )  
County of Kootenai, State of Idaho )  
\_\_\_\_\_ )

I, <sup>K-114</sup> SCOTT D DINGER, a Citizen of the United States and of the State of Idaho, being over the age of 18 years and not a party to or interested in the action, DO HEREBY CERTIFY that I received the within Administrative Complaint and Summons, and personally served the same on the 14th day of November, 2007, on MICHAEL BARNES, personally at 2719 N. 15th Street, Coeur d'Alene, Kootenai County, Idaho, a copy of said Administrative Complaint and Summons in said action.

DATED this 14 day of NOVEMBER, 2007.

RETURN OF SERVICE



CITY ATTORNEY'S OFFICE  
 710 E. MULLAN AVENUE  
 COEUR D'ALENE, IDAHO 83814  
 TELEPHONE: (208) 769-2323

CITY COUNCIL OF THE CITY OF COUR D'ALENE  
 KOOTENAI COUNTY, IDAHO

IN RE MATTER OF NUISANCE	)	
ABATEMENT PROCEEDING	)	CASE NO. 2007-10-001
	)	
MICHAEL BARNES	)	
2719 N. 15th Street	)	CERTIFICATE OF MAILING
City of Coeur d'Alene	)	
County of Kootenai, State of Idaho	)	
_____	)	

I hereby certify that I mailed a true and correct copy of the foregoing ADMINISTRATIVE SUMMONS AND COMPLAINT via regular mail and also certified mail by depositing the same in the United States mail with postage pre-paid and addressed as follows:

MICHAEL BARNES  
 2719 N. 15TH STREET  
 COEUR D'ALENE, ID 83814

DATED this 7 day of November, 2007.

*Kadams*

7006 0810 0000 4574 4944

**U.S. Postal Service™**  
**CERTIFIED MAIL™ RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)  
 For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To: *Michael Barnes*  
 Street, Apt. No. or PO Box No.: *2719 N 15th Street*  
 City, State, ZIP+4: *COEUR D'ALENE ID 83814*

PS Form 3800, June 2002 See Reverse for Instructions

## PROPOSED FINDINGS OF FACT

### General Findings:

The Administrative Complaint 2007-10-001 was filed on November 7, 2007;

The Administrative Complaint and Summons were mailed to Michael Barnes on November 7, 2007;

The Administrative Complaint and Summons was personally served on Michael Barnes on November 14, 2007;

The location of the alleged violations is 2719 N. 15<sup>th</sup> Street, Coeur d'Alene, Kootenai County, Idaho;

The property consists of a residential dwelling and yard;

The property is zoned R-12;

According to the records of the Kootenai County Assessor the property at 2719 N. 15<sup>th</sup> Street, Coeur d'Alene, Kootenai County, Idaho is owned by Michael Barnes;

The public hearing on the Administrative Complaint was held on December 4, 2007;

Michael Barnes **was/ was not** present, and he did/ did not present evidence to the City Council.

Other persons presenting testimony on December 4, 2007:

We make the following specific findings of facts for each count of the Administrative Complaint as follows:

### COUNT I

We find the following facts:

There **was/ was not** an unreasonable accumulation and/or storage of bulky waste, trash, garbage, rubbish, waste matter, solid waste, refuse at 2719 N. 15<sup>th</sup> Street;

The accumulation and/or storage of materials listed above consisted of:  
(Circle any and all that apply)

tires, plywood, sheet metal, plastic tubing, rubber tubing, chipboard, wire mesh, plastic

tarps, concrete blocks, metal pipe and other miscellaneous metal or wood or plastic items

List other specific items here:

The accumulation and/or storage occurred on private property to-wit: 2719 N. 15<sup>th</sup> Street

The accumulation **was/ was not** clearly visible from the public right-of-way  
Gilbert Avenue 15<sup>th</sup> Street

The accumulation **was/ was not** clearly viewed from neighboring properties;

The owner of 2719 N. 15<sup>th</sup> Street **was/ was not** notified of the alleged violation;

The owner of 2719 N. 15<sup>th</sup> Street, Michael Barnes **was/ was not** advised how to cure the violation;

#### **PROPOSED CONCLUSION OF LAW**

We conclude that the foregoing findings of fact **do/ do not** constitute a nuisance and a violation of Coeur d'Alene Municipal Code 8.04.010 -.100.

#### **COUNT II**

The unmanaged growth or accumulation of noxious weeds (Idaho Code section 22-2407), grass or weeds over eight inches (8") in height, waste matter, nuisance trees or bushes, whether dead or living or the accumulation or overgrowth of brush or vegetative litter on the subject property, which constitutes a nuisance and a violation of Coeur d'Alene Municipal Code 8.08.010 - .080, all of which is contrary to the form, force and effect of the statute and against the peace and dignity of the City of Coeur d'Alene.

#### **PROPOSED CONCLUSION OF LAW**

We find the administrative complaint should not be sustained as to Count II based on no evidence being presented in regards to this allegation.

### COUNT III

We find the following facts:

There **are/ are not** wrecked, dismantled, or inoperable vehicles on private property at 2719 N. 15<sup>th</sup> Street;

The inoperable vehicles **are/ are not** visible from the street or private property;

The 1983 GMC truck has not been licensed sine March 2007;

The 1993 Ford Escort has not been licensed since June 2006;

The 1988 Isuzu Trooper has not been licensed since July 2006;

Two other vehicles have unknown ownership and Vehicle Identification Numbers

The vehicles **are/ are not** stored on private property in connection with the business of a licensed vehicle dealer;

The vehicles **are/ are not** stored as necessary to the operation of a lawfully conducted business or commercial enterprise;

The vehicles **have/ have not** been in this condition for an unreasonable length of time;

The property owner **has/ has not** been notified of the nuisance;

The property owner **has/ has not** been instructed as to the manner to remedy the nuisance;

### PROPOSED CONCLUSION

Based on the above findings of fact we **conclude/ do not conclude** the storage of the wrecked and/or inoperable vehicles on the subject property create a condition tending to reduce the value of surrounding private property in the vicinity, and/or promotes blight and/or deterioration and/or constitutes an attractive nuisance creating a hazard to the health and/or safety of minors, or is a harborage for rodents and/or insects injurious to the health safety and/or general welfare of the public, and constitutes a nuisance and violation of Coeur d'Alene Municipal Code 8.28.010 - .130

## COUNT IV

We find the following facts:

There **are/ are not** wrecked, dismantled, or inoperable vehicles on public private property adjacent to 2719 N. 15<sup>th</sup> Street;

The inoperable vehicles **are/ are not** visible from the street or private property;

The inoperable vehicle **has/ has not** been moved or removed fro the public right-of-way;

The inoperable vehicles are/ **are not** stored on public property in connection with the business of a licensed vehicle dealer;

The vehicles **are/ are not** stored as necessary to the operation of a lawfully conducted business or commercial enterprise;

The vehicles **have/ have not** been in this condition for an unreasonable length of time;

The property owner **has/ has not** been notified of the nuisance;

The property owner **has/ has not** been instructed as to the manner to remedy the nuisance;

The property owner **has/ has not** cured the nuisance;

## PROPOSED CONCLUSION

Based on the above findings of fact we **conclude/ do not conclude** the storage of the inoperable vehicles on the public property creates a condition tending to reduce the value of surrounding private property in the vicinity, and/or promotes blight and/or deterioration and/or constitutes an attractive nuisance creating a hazard to the health and/or safety of minors, or is a harborage for rodents and/or insects injurious to the health safety and/or general welfare of the public, and constitutes a nuisance and violation of Coeur d'Alene Municipal Code 8.28.010 – 8.28.130

**PROPOSED ORDER**

The owner, Michael Barnes, is hereby ordered to abate the nuisances as listed in the conclusions of law not later than December 31, 2007 by removing all inoperable, wrecked, dismantled vehicles (which includes trailers) from 2719 N.15<sup>th</sup> Street.

The owner, Michael Barnes shall abate the nuisance inoperable vehicles located adjacent to 2719 N. 15<sup>th</sup> Street not later than December 31, 2007 by removing them from public property.

It is hereby ordered that after December 31, 2007 the City of Coeur d’Alene staff or their designee shall cause the abatement of the nuisances by the removal of all inoperable, wrecked, dismantled or junk vehicles from and adjacent to the property of 2719 N. 15<sup>th</sup> Street.

It is further ordered that the cost of removal plus administrative costs of \$25.00 shall be paid by the Michael Barnes within 30 days of December 4, 2007.

If the costs associated with the abatement of the nuisance and administrative fees are not paid within 30 days, the cost shall be levied as a special assessment against the subject property and certified to the tax collector of the county by the clerk as provided by Idaho Code.

Whether or not the costs are levied as a special assessment, the council in its discretion may order such costs to be collected by civil action.

Dated this 4<sup>th</sup> day of December, 2007

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, to adopt the foregoing Findings and Order.

**ROLL CALL:**

Council Member Hassell	Voted _____
Council Member Edinger	Voted _____
Council Member Goodlander	Voted _____
Council Member McEvers	Voted _____
Council Member Reid	Voted _____
Council Member Wolfinger	Voted _____

Mayor Bloem Voted \_\_\_\_\_ (tie breaker)

Council Member(s) \_\_\_\_\_ were absent.

Motion to \_\_\_\_\_ carried by a \_\_\_\_ to \_\_\_\_ vote.

\_\_\_\_\_  
Sandi Bloem, Mayor

## MEMORANDUM

DATE: NOVEMBER 28, 2007

TO: MAYOR BLOEM AND THE CITY COUNCIL

FROM: RENATA MCLEOD, PROJECT COORDINATOR

RE: AUTHORIZATION OF THE IDAHO COMMUNITY DEVELOPMENT BLOCK GRANT (ICDBG) APPLICATION FOR IMPROVEMENTS TO RAMSEY ROAD TO ASSIST IN THE DEVELOPMENT OF THE KROC CENTER, FOR A TRAFFIC SIGNAL.

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**DECISION POINT:** To authorize the ICDBG application as presented to the City Council, which grant shall be utilized for infrastructure improvements at Ramsey Road and Golf Course Road to support the development of the Kroc Center.

**HISTORY:** The Salvation Army has agreed to collaborate with the City of Coeur d'Alene in regards to this proposed grant. The Salvation Army estimates that they will hire 67 FTE persons, they have agreed to hire employees of which 51% that are low to moderate income person (34). This allows the City to be eligible for the economic development funds to be applied toward public improvements. This project will remediate specific traffic flow issues along the Ramsey Road corridor and provide some infrastructural enhancements needed to support the Kroc Center development.

**FINANCIAL:** The project is estimated to be \$350,890.00. The grant request will be \$247,000.00, which includes \$24,500.00 for grant administration through Panhandle Area Council. The Salvation Army has agreed to pay for the installation of the signal, estimated to be at \$100,000.00 which will be used as the matching funds for the grant. The City will pay \$2,590.00 toward engineering and site plan services, as well as complete the street striping in house, which is estimated at a \$1,300.00 in-kind contribution.

**PERFORMANCE ANALYSIS:** Authorizing this grant application will provide an opportunity for the City and the Salvation Army to work jointly to resolve specific traffic flow issues along the Ramsey Road corridor and provide some infrastructural enhancements needed to support the Kroc Center development.

**DECISION POINT/RECOMMENDATION:** To authorize the ICDBG application as presented to the City Council, which grant shall be utilized for infrastructure improvements at Ramsey Road and Golf Course Road to support the development of the Kroc Center.

An Application For An  
Idaho Community Development Block Grant

**DRAFT**

City of Coeur d'Alene

**Ramsey Road Traffic  
Signalization**

*To Support*

**The Salvation Army Coeur d'Alene  
Ray and Joan Kroc Corps Community Center**

November 29, 2007

*By:*  
Sandi Bloem, Mayor  
City of Coeur d'Alene



# CITY OF COEUR D'ALENE

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710 E. MULLAN AVENUE  
COEUR D'ALENE, IDAHO 83816-3964  
208/769-2300

(Date)

Mr. James Ellick, Director  
Idaho Department of Commerce  
PO Box 83720  
Boise, ID 83720-0093

Dear Director Ellick:

The City of Coeur d'Alene respectfully submits this application for an Idaho Community Development Block Grant (ICDBG) for traffic signalization at the intersection of Ramsey Road and Golf Course Road to support The Salvation Army Coeur d'Alene Ray and Joan Kroc Corps Community Center. A Traffic Impact Study states that a new signal is necessary to alleviate severe congestion as a result of the new facility.

Matching funds for the \$247,000 ICDBG request include \$3,890 City funds and \$100,000 Salvation Army funds. In addition, \$3,000,000 in public funds is identified as private investment for remediation of the community center site. The Salvation Army has committed to creating 66.75 FTE jobs, of which, a minimum of 34 will be held by low and moderate-income (LMI) persons as a result of the ICDBG assistance.

We appreciate your concern and attention to our grant request.

Sincerely,

Sandi Bloem, Mayor  
City of Coeur d'Alene

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# I. ICDBG Application Information Form

Applicant: City of Coeur d'Alene Chief Elected Official: Sandi Bloem, Mayor  
 Address: 710 Mullan Avenue, Coeur d'Alene, ID 83814 Phone: 208-769-2204

Subrecipient: The Salvation Army Chief Elected Official: Major John Chamness  
 Address: 401 1/2 Sherman Avenue, STE 207, Coeur d'Alene, ID 83814 Phone: 208-667-6301

Application Prepared by: Nancy Mabile, Panhandle Area Council Phone: 208-772-0584, x3014  
 Address: 11100 N. Airport Drive, Hayden, ID 83854

Engineer: Gordon Dobler, PE, City of Coeur d'Alene Phone: 208-769-2285, x2216  
 Address: 710 Mullan Avenue, Coeur d'Alene, ID 83814

### National Objective

- LMI Area
- LMI Jobs
- LMI Clientele
- Slum & Blight
- Imminent Threat

### Project Type

- Public Facility/Housing
- Economic Development
- Imminent Threat
- Community Center
- Senior Center

### Project Population to Benefit (Persons):

Total # to Benefit: 34,514 Total # LMI to Benefit: 14,392  
 % LMI to Benefit: 42.73 % % Minority Population: 6.9 %

### Project Description:

Traffic signalization at the intersection of Ramsey and Golf Course Roads include four poles with mast arms, actuators, signal heads, controls and associated appurtenances.

SOURCE	AMOUNT	DATE APPLICATION SUBMITTED	RESERVED/ CONDITIONAL AWARD	FUNDS COMMITTED/ CONTRACT AWARD DATE	DOCUMENTS IN APPENDIX ***
<b>ICDBG</b>	<b>\$247,000</b>				
Local Cash	\$102,590			11/07	X X
Local Loan*					
Local In-Kind**	\$1,300			11/07	X
UDSA RD Grant					
EDA Grant					
State Grant					
Foundation Grant					
Private Investment	\$3,000,000			xxx	X
Other					
<b>TOTAL PROJECT FINANCING</b>	<b>\$3,350,890</b>				

\* Identify Loan Source(s): N/A Date Bond or Necessary & Ordinary Passed: N/A

\*\* Describe In-Kind match by type (i.e., materials, labor, waived fees, land value) and amount. In-Kind consists of pavement striping/markings by the City of Coeur d'Alene.

\*\*\* Identify which appendix corresponding documentation is in. Documentation should be a letter from the appropriate source.

## II. Economic Advisory Council

“Currently there is no community center in Coeur d’Alene. Nowhere in Coeur d’Alene is there a community pool, indoor or outdoor. Nowhere is there a performing arts center. Nowhere are there activity centers serving the whole family. And nowhere are there places for teens to safely congregate without fear of being misjudged as loitering.” – *The Salvation Army Feasibility Application, April 2005*

On May 1, 2006, officials of The Salvation Army announced that Coeur d’Alene had been chosen as a location where they would build and endow a Ray and Joan Kroc Corps Community Center. The vision of having a full-service community center will become full reality when The Salvation Army Coeur d’Alene Ray and Joan Kroc Corps Community Center opens their doors to the public in March 2009. The Salvation Army has committed to creating 66.75 jobs, of which, 34 will be held by low and moderate-income persons. Full time salary positions range from \$28,000 to \$65,000, and part-time hourly positions between \$7.50 and \$11.00 per hour. Unfortunately, construction of this facility is going to result in a serious

### *TRAFFIC JAM.*

The site of the new Community Center is located on the northwest corner of the intersection of Ramsey Road and Golf Course Road. While the expansion in Coeur d’Alene is met with enthusiasm, it does not come without vehicular safety concerns. It is expected that



over 3,000 people will become members of The Salvation Army Coeur d’Alene Ray and Joan Kroc Corps Community Center with an estimated 700 people using the facility on a daily basis. A Traffic Impact Study prepared in July 2007 states that the intersection at Ramsey Road and Golf Course Road is functioning at the lowest level of service and below acceptable standards. Currently, one-hour volumes at this intersection range from a low of 1,412 vehicles to a high of 2,178 vehicles. Turning onto Ramsey Road from Golf Course Road is difficult at best, with delays averaging at 72 seconds. It is projected that by 2010 the delay will increase to nearly 90 seconds without the Community Center, and to over 724 seconds with the Community Center (the time it takes to bake a pizza).

Growth in the City continues to be strong, with expansion in the retail, health care, and service industries. Although new residential construction has slowed a little, commercial construction has been up with the new City Library and Chamber facilities. Increases in diversification in the above-stated industries have provided jobs to the residents; however, nearly 13% of the population is below the poverty level. The Comprehensive Plan for the City of Coeur d’Alene identifies that the ability to finance and maintain basic public services ultimately determines the level of economic development achievement. As the public school system, health industry and tourism increase, so does the attractiveness of the area for people looking for a "quality of life" environment. This is evident with the 40.5% population increase between 1990 and 2000. As the city grows in popularity as a tourist community, so does the consumer demand for year-round job opportunities. The Salvation Army will assist in this effort by providing quality jobs that benefit the community, providing a sense of security through employment.

The City does not have the funds in their budget to finance traffic signalization to support The Salvation Army Coeur d’Alene Ray and Joan Kroc Corps Community Center. Through a pledge drive in 2005, the community has provided \$6.7 million for assistance in construction of the facility. ICDBG investment in this project will alleviate congestion and safety hazards and meet economic development needs that benefit LMI persons, thereby improving the quality of life for the citizens of the City of Coeur d’Alene. Matching funds for this project include \$3,890 City funds and \$100,000 Salvation Army funds. In addition, \$3,000,000 in public funds is identified as private investment for remediation of the community center site.

### III. Threshold Criteria

**A. ELIGIBLE APPLICANT:**

- The applicant is a City.                       The Applicant is a County.

This Economic Development project will provide infrastructure to support expansion into the community through The Salvation Army Coeur d'Alene Ray and Joan Kroc Corps Community Center. The Salvation Army is a faith-based organization.

**B. ELIGIBLE ACTIVITIES:**

Activities to be undertaken by this project are eligible under the following criteria as taken from the Idaho Community Development Block Grant Program Application Handbook dated August 2007:

1. Administrative activities for management, coordination and monitoring of activities necessary for implementation and execution of the ICDBG project.
2. Economic Development Activities for business assistance through provision of public infrastructure. Specifically, this project includes the purchase and installation of signalization at the intersection of Ramsey and Golf Course Roads to benefit the Salvation Army Coeur d'Alene Ray and Joan Kroc Corps Community Center.

**C. NATIONAL OBJECTIVE:**

**LMI-Job Creation/Retention**

The Salvation Army will be creating 66.75 FTE jobs, of which, 34 will be held by low and moderate-income (LMI) persons.

**D. CITIZEN PARTICIPATION**

The Citizen Participation Plan was adopted on December 2, 2003. Elements of this project have been presented at Public Works Committee meetings and at City Council Meetings, both of which are open to the public and allow for citizen involvement and input. All City Council Meetings are televised on a local cable channel. The City published the Notice of Public Hearing in the Coeur d'Alene Press on November 27, 2007, with the public hearing held on December 4, 2007. The Citizen Participation Plan, public hearing documents and **letters of support** are in **Appendix A**.

**E. STATEWIDE GOALS AND STRATEGIES**

This project will expand economic opportunities by creating jobs primarily for low and moderate-income (LMI) persons. The Salvation Army proposes to hire 66.75 FTE positions for the initial operation of the Community Center, of which, a minimum of 34 positions will be held by LMI persons. Full time salary positions range from \$28,000 to \$65,000, and part-time hourly positions between \$7.50 and \$11.00 per hour.

## **F. ADMINISTRATIVE CAPACITY**

### **1. Fiscal Management**

There have been no findings of non-compliance with the City of Coeur d'Alene, no staff turnover of concern, or recall elections. The City will own all infrastructure improvements and take responsibility for operation and maintenance. Audit letters for the past five years are located in [Appendix B](#).

### **2. Certified Grant Administration**

The City used the small purchase method of procurement in accordance with Idaho Code §67-2803 (4) and the ICDBG procurement regulations to secure certified grant administration services of Panhandle Area Council. This method was verbally approved by the Idaho Department of Commerce on May 29, 2007.

## **G. FAIR HOUSING**

Fair Housing Resolution Number 04-019 was adopted by the City of Coeur d'Alene on December 2, 2003, and most recently published on November 29, 2007. A copy of the Resolution and publication as it appeared in the Coeur d'Alene press is in [Appendix C](#).

## **IV. Program Income**

This project will not generate any program income from service fees, sale of commodities, usage or rental fees, royalties or patents and copyrights, revolving loan fund principal and interest, or sale of property.

## **V. General Project Description**

### **A. COMMUNITY DESCRIPTION:**

The most current Labor Market Profile for Kootenai County as published by the Idaho Department of Labor at [www.lmi.idaho.gov](http://www.lmi.idaho.gov) is located in [Appendix D](#).

**B. COMMUNITY NEEDS ASSESSMENT:**

Facilities & Infrastructure	Poor	Fair	Good	Previously ICDBG Funded
Water			✓	No
Sewer			✓	Yes
Electrical			✓	No
Fire			✓	No
Hospitals			✓	No
Housing		✓		No
Roads			✓	No
Railroads		✓		No
Airport			✓	No
Broadband			✓	No
Senior Center			✓	No
Community Center	✓			No
Community Recreation Facilities			✓	No
Employment Opportunities		✓	✓	Yes
Other: Traffic Signalization	✓			Yes

The majority of the infrastructure within the City of Coeur d’Alene is considered in good condition with the exception of railroads, housing, community center and employment opportunities. The following provides an explanation on those items checked in fair or poor condition:

Railroads

The railroads are not used in public transportation, and, with the exception of service to the lumber mill west of town, have been removed.

Housing

Although housing stock is available, affordable housing is a significant issue for the City. Based on a recent housing needs assessment, the following housing shortage was identified:

- Deeply Subsidized Units for very low income/homeless transition and/or Rental Units for \$15,000 or less households: short 861 Units
- Renters earning \$30,000 to \$40,000 transition to homeownership: 1,300 homes for sale in the \$100,000 to \$140,000 price range needed
- Owners earning \$15,000 or less unable to maintain home or make emergency improvements: 1,400 owners
- Owners earning \$15,000 - \$25,000 who would be unable to purchase a new home if need arose (separation, divorce, medical, or downsize): 1,400 Owners
- Senior Housing with services: short 100 Units

The City is currently working with housing groups to address this issue.

### Employment Opportunities

Both fair and good conditions have been checked for employment opportunities. Growth continues to be strong, diversifying the manufacturing base and expanding the tourism sector, which has generated a construction boom over the past several years in retail, health care, and service industries. Although new residential construction has slowed slightly, commercial building has been up with construction of the new City Library and Chamber facilities.

Increases in diversification in the above-stated industries have provided jobs to the residents; however, nearly 13% of the population is below the poverty level. The Comprehensive Plan for the City of Coeur d'Alene identifies that the ability to finance and maintain basic public services ultimately determines the level of economic development achievement. As the public school system, health industry and tourism increase, so does the attractiveness of the area for people looking for a "quality of life" environment. This is evident with the 40.5% population increase between 1990 and 2000. As the city grows in popularity as a tourist community, so does the demand for year-round job opportunities. The Salvation Army will assist in this effort by providing quality jobs that benefit the community, providing a sense of security through employment.

### Community Center

Currently there is no community center in Coeur d'Alene. Nowhere in Coeur d'Alene is there a community pool, indoor or outdoor. Nowhere is there a performing arts center. Nowhere are there activity centers serving the whole family. Nowhere are there places for teens to safely congregate without fear of being misjudged as loitering. It is estimated that between 60% and 85% of all school children between the ages of 11 and 14 are "latch-key" children, without supervision between 3 PM and 6 PM on school days.<sup>1</sup> On May 1, 2006, officials of The Salvation Army announced that Coeur d'Alene had been selected as a location where they would build and endow a Ray and Joan Kroc Corps Community Center. The shared community vision of having a full-service community center will become full reality when The Salvation Army Coeur d'Alene Ray and Joan Kroc Corps Community Center opens their doors to the public in March 2009. The site is located on the northwest corner of the intersection of Ramsey Road and Golf Course Road. A site map is located in [Appendix F](#).

### Other: Traffic Signalization

Ramsey Road is a major north-south arterial in the City of Coeur d'Alene, with direct access to downtown from the Coeur d'Alene Chamber and Visitor's Center, Coeur d'Alene Public Library and Interstate 90 to the south, and Lake City High School, Ramsey Elementary School and the Coeur d'Alene Airport to the north. Within a 40-mile radius the site offers easy access to more than 600,000 people.<sup>2</sup> Bordering Ramsey Park with multiple baseball/soccer fields, tennis courts and open space, this location also provides direct access to over 35 miles of Class I off-road bike/pedestrian trails, serving as a link

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<sup>1</sup> The Salvation Army *Feasibility Application*, April 2005.

<sup>2</sup> *Ibid.*

both locally to businesses and schools, and stretching regionally to Spokane, Washington.<sup>3</sup>

While the expansion of The Salvation Army in Coeur d'Alene is met with enthusiasm, it does not come without vehicular safety concerns. It is expected that over 3,000 people will become members of The Salvation Army Coeur d'Alene Ray and Joan Kroc Corps Community Center. As a result of the potential impacts on the traffic patterns, a Traffic Impact Study ([Appendix E](#)) was prepared in July 2007. The study provides a level of service analysis of the traffic patterns for several intersections in the project area. It determined that the greatest impact is at the intersection of Ramsey Road and Golf Course Road. The report further states that this intersection is functioning at the lowest level of service and below acceptable standards. Currently, one-hour volumes range from a low of 1,412 vehicles to a high of 2,178 vehicles. Turning onto Ramsey Road from Golf Course Road is difficult at best, with delays up to 72 seconds. It is projected that by 2010 the delay will increase to nearly 90 seconds without the Community Center, and ***over 724 seconds with the Community Center.***<sup>4</sup> In today's rushed world, not too many people are willing to take 12 minutes to sit at an intersection. Therefore, this project to install signalization at the intersection of Ramsey Road and Golf Course Road is the City's number one priority. Photos of existing conditions are in [Appendix E](#).



The City of Coeur d'Alene does not have the funding for traffic signals at Golf Course Road and Ramsey Avenue for two reasons. First, the City had not planned on funding traffic signals at this intersection and as a result, never entered that improvement into the City's impact fee plan. The second reason is that the City would normally require the developer (The Salvation Army) to fully fund the traffic signals because their development has a significant impact on the traffic flow in the area.

ICDBG investment in this project will alleviate congestion and safety hazards by providing business assistance to meet economic development needs that benefit LMI persons, thereby improving the quality of life for the citizens of the City of Coeur d'Alene. Letters of support are located in [Appendix A](#).

**C. PROJECT DESCRIPTION:**

The City of Coeur d'Alene proposes to install traffic signalization at the intersection of Ramsey Road and Golf Course Road as recommended in the Traffic Impact Study. The improvements are outlined below by funding source:

**ICDBG:**

It is proposed that the ICDBG fund the purchase of the traffic signal equipment, engineering design/site plan and certified grant administration services on this project. Traffic Signal

<sup>3</sup> *Ibid.*

<sup>4</sup> *Traffic Impact Study for The Kroc Community Center*, Sunburst Engineering, P.S., July 2007.

Equipment includes four poles, each with mast arms where the light itself will hang at each location within the intersection; north, east, south and west. Actuators (vehicle motion cameras) will be installed to send a signal to change the light as necessitated by traffic flows. Additional equipment includes signal heads, controls and all related appurtenances.

City of Coeur d'Alene:

The City of Coeur d'Alene will cost share on the engineering design/site plan and provide pavement striping/markings upon completion of the signal installation.

The Salvation Army:

The Salvation Army will contract for labor to install the signalization.

There will be two separate bids on this project; one for the materials and one for the labor. All public works laws and Davis-Bacon wage rates for construction of federally-funded projects will be followed.

A project location site map and cost estimates are included in [Appendix A](#).

**D. PROJECT LAND & PERMITS:**

The project site is located within the intersection of Ramsey Road and Golf Course Road, and contained within the City right-of-way. There will not be any displacement of individuals or businesses. No permits, easements or right-of-ways are needed for this project.

1. Has any land been purchased for this project?  Yes  No
2. Have any buildings been purchased for this project?  Yes  No
3. Have any easements been purchased for this project?  Yes  No
4. Are any rights-of-way permits required for this project?  Yes  No
5. Will any land be needed for this project?  Yes  No
6. Will any buildings be needed for this project?  Yes  No
7. Will any easements be needed for this project?  Yes  No
8. Is anyone living on the land or in the structures at the proposed site?  Yes  No
9. Is any business being conducted on the land or in the structures at the proposed site?  Yes  No
10. Are there any businesses, individuals or farms being displaced as a result of this project?  Yes  No
11. Are there permits that will be needed for the project, i.e., well, water rights, land application, demolition permits,  Yes  No

zoning permit, air quality permit, etc.?

Yes  No

Status of the permits (including plan for securing permits):

No permits needed

12. Describe the ownership or lease arrangements for the property involved in the project: City owned public right-of-way

## VI. Budget Narrative

The following describes the funding sources by category and the commit status of each source, in order as outlined on the form in the ICDBG Application Handbook. Documentation of match commitments is located in [Appendix F](#).

### GOVERNMENT

#### ICDBG GRANT – \$247,000 – Pending

These funds will be used for signalization materials (\$200,090); signal design (\$13,446); site plan (\$8,964); and certified grant administration (\$24,500).

### LOCAL MATCH

#### City Cash – \$2,590 – Committed

The City of Coeur d'Alene is providing a total of \$2,590 out of their General Fund for signal design (\$1,554) and the site plan (\$1,036).

#### City In-Kind – \$1,300 – Committed

In-Kind services for pavement striping will be provided by the City of Coeur d'Alene Road Department in the amount of \$1,300.

#### Private Cash – \$100,000 – Committed

The Salvation Army has committed a sum up to \$100,000 for installation of the roadway signalization.

#### City/Community Investment– \$3,000,000 – Spent

The site for the Salvation Army Coeur d'Alene Ray and Joan Kroc Community Center needed a substantial amount of site preparation in order to build the facility. The City spent \$3,000,000 to remediate the site including earth excavation and import of material.

## VII. ICDBG Budget Form

<b>Applicant/Grantee:</b> City of Coeur d'Alene				<b>Project Name:</b> Ramsey Road Traffic Signalization			
<b>Line Items</b>	<b>ICDBG Cash</b>	<b>City Cash</b>	<b>City In-Kind</b>	<b>Private Cash</b>	<b>Subtotal ICDBG Project</b>	<b>City/Community Investment</b>	<b>TOTAL</b>
Administrative	\$24,500				<b>\$24,500</b>		<b>\$24,500</b>
Engineering	\$22,410	\$2,590			<b>\$25,000</b>		<b>\$25,000</b>
<i>Signal Design</i>	<i>13,446</i>	<i>1,554</i>			<i>\$15,000</i>		<i>\$15,000</i>
<i>Site Plan</i>	<i>8,964</i>	<i>1,036</i>			<i>\$10,000</i>		<i>\$10,000</i>
Site Preparation					<b>\$0</b>	\$3,000,000	<b>\$3,000,000</b>
Construction	\$200,090		\$1,300	\$100,000	<b>\$301,390</b>		<b>\$301,390</b>
Legal							
<b>TOTAL COSTS</b>	<b>\$247,000</b>	<b>\$2,590</b>	<b>\$1,300</b>	<b>\$100,000</b>	<b>\$350,890</b>	<b>\$3,000,000</b>	<b>\$3,350,890</b>

## VIII. Detailed Cost Analysis

1. Have preliminary plans and specs been submitted to regulatory agencies for review?  Yes  No  
If yes, list date submitted: Not Applicable  
If no, list expected date to be submitted: Not Applicable
2. Has final design (for bidding) begun?  Yes  No  
If yes, % complete: —  
If no, what is expected start date: October 15, 2007
3. Will project include bid alternatives to meet project budget if necessary?  Yes  No
4. Are Davis-Bacon wage rates applicable to the project?  Yes  No  
If yes, are they included in the project costs?  Yes  No
5. Have known environmental measures been included in the project costs? (e.g., dust mitigation, archeological survey, storm water drainage, wetland mitigation, etc.)  Yes  No
6. What will expected construction contingency be at final design? 10%
7. List the last date the owner and design professional discussed project design and details: October 15, 2007
8. Design Professional Cost Estimate may be found in [Appendix F](#).

## IX. Project Schedule

Project Activity	Date (to be) Completed	Documentation in Appendix
Grant Administrator Procured	September 2007	X
Engineer/Architect Procured	January 2008	
Other Funding Secured	November 2007	X
Permits Identified & Secured	N/A	—
Subrecipient Agreement Drafted	N/A	—
Environmental Review Complete	May 2008	X
Complete 504 Requirements	Update: August 2008	X
Complete Fair Housing Requirements	Update: August 2008	X
Bids Advertised	June 2008	—
Start Construction	July 2008	—
Second Public Hearing	August 2008	—
Certificate of Substantial Completion	August 2008	—
Closeout	September 2008	—

Project Activity	Date (to be) Completed	Documentation in Appendix
Business's Job Commitment finalized	November 2007	X
Start Business Construction	July 2007	—
Business Construction 50% Complete	July 2008	—
Business Construction Complete	March 2009	—
Job Creation Completed	December 2009	—

Name of Professional & Agency Contacts	Firm/Agency	Telephone	Topic
Gordon Dobler, PE	City of Coeur d'Alene	208-769-2216	Engineering
Troy Tymesen	City of Coeur d'Alene	208-769-2221	Project Development
Warren Wilson	City of Coeur d'Alene	208-769-2350	Contract Review
Renata McLeod	City of Coeur d'Alene	208-666-5741	Project Development
Megan Beck	The Salvation Army	208-660-8504	Project Development
Maj. John Chamness	The Salvation Army	509-844-4167	Project Development
Steve Walker	The Salvation Army	509-570-6964	Planning
Dave Ellison	The Salvation Army	206-217-1216	Property Director
Elaine Smith	Panhandle Area Council	208-772-0584	Planning
Tony Tenne Dennis Porter	Idaho Department of Commerce	208-334-2650	Project Development
Tim Komberec CJ Buck	Economic Advisory Council	208-292-3897 208-262-0500	Project Overview

## X. Financial Profile

Is the Grantee a:

City  County

### III. Non-Water/Sewer Applications:

- A. Identify how the organization obtains its operating funding, i.e., bonds, district assessments, other:  
Property taxes, franchise fees, building permits, state revenues such as State Liquor Tax, Highway Users Tax and Sales Tax and other miscellaneous fees. Bonds and LID's are not used for operating expenses, but are used for special projects such as streets, libraries, fire, administration buildings and other major building renovations.
- B. Does the organization have taxing authority?  Yes  No (if no, skip to section IV)
1. Do you tax?  Yes  No  
 If yes:
- a) What is the tax rate? .003988886
- b) What is the annual tax amount generated? FY 06-07 \$14,197,309  
 FY 07-08 \$15,380,839
- c) What are the taxes used to pay for, i.e. equipment, operating expenses, etc.? \$1,000,000 is used to pay back the bonds for the new library, fire buildings and equipment. \$152,000 is used for the police retirement fund, \$108,257 for the insurance fund and the remaining for the General Fund and Library Fund wages and other operating expenses.
2. If your organization does not tax, explain why: N/A

### IV. All Applicants

**Grantee Financial Summary** (based on draft 9/30/06 financial statements)

#### Revenue

Taxes	<u>\$13,022,944</u>
Licenses and Permits	<u>5,037,300</u>
Intergovernmental	<u>7,143,109</u>
Charge for Services	<u>1,830,198</u>
Miscellaneous	<u>234,737</u>
Other: <u>Interest, Contributions, Special Assessment Collections</u>	<u>1,867,979</u>
<b>Total Annual Revenue</b>	<b><u>\$29,136,267<sup>1</sup></u></b>

<sup>1</sup>Does not include operating transfers in

#### Expenses

<b>Total Annual Expenditures</b>	<b><u>\$31,145,550<sup>2</sup></u></b>
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<sup>2</sup>Does not include operating transfers out

**V. All Applicants  
Growth Management Planning**

When was the last comprehensive plan last updated? An update is current in process – approved by the Planning Commission and is in final review before it is presented to City Council.

Which of the following tools do you implement as land use measures and controls?

	<b><u>YES</u></b>	<b><u>NO</u></b>
Building Codes	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Historical Preservation	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Conventional Zoning Ordinances	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other Zoning Options:		
<ul style="list-style-type: none"> <li>• Bonus or Incentive Zoning               <ul style="list-style-type: none"> <li><i>Example: Allows for increased residential densities if developer will include affordable housing options.</i></li> </ul> </li> </ul>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• Transfer of Development Rights               <ul style="list-style-type: none"> <li><i>Example: Transfer development rights to areas where development is wanted and to restrict it in areas where it is not.</i></li> </ul> </li> </ul>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<ul style="list-style-type: none"> <li>• Planned Unit Development (PUD)               <ul style="list-style-type: none"> <li><i>Example: Allows for creative and innovative design at same time creating amenities for public benefit (mixed use development).</i></li> </ul> </li> </ul>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• Development Agreements               <ul style="list-style-type: none"> <li><i>Contract between municipality and developer. Municipality specifies what the developer may do and what they are required to do within project area.</i></li> </ul> </li> </ul>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Do you currently implement any of the following?		
<ul style="list-style-type: none"> <li>• Economic Development Plan</li> </ul>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<ul style="list-style-type: none"> <li>• Development Impact Fees</li> </ul>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• Local Option Tax (resort)</li> </ul>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<ul style="list-style-type: none"> <li>• Toll Roads</li> </ul>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<ul style="list-style-type: none"> <li>• Distance Based Impact Fees</li> </ul>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<ul style="list-style-type: none"> <li>• Tree City USA</li> </ul>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

## XI. Community Demographic Profile

Name of Applicant: City of Coeur d'Alene

	Total Population In Area	Source Reference <sup>5</sup>
<b>Total Population Benefited</b>	<b>34,514</b>	<b>1</b>
<b>Total Population in Applicant's Area</b>	<b>34,514</b>	<b>1</b>
Male	16,693	1
Female	17,821	1
White	33,064	1
Percent of White Population	95.8%	1
<b>Minority Population:</b>		
Black or African American	77	2
American Indian & Native Alaskan	267	2
Asian	209	2
Native Hawaiian & Pacific Islander	31	2
White; Black or African American	44	2
White; American Indian & Alaska Native	309	2
White; Asian	107	2
Black or African American; American Indian & Alaska Native	2	2
Other Multi-Racial	504	2a
Hispanic	932	1
<b>TOTAL MINORITY</b>	<b>2,382</b>	<b>—</b>
Percent of Population	6.9%	—
<b>Senior Citizens:</b>		
Total Persons 65 Years and Over	5,091	1
Percent of Population	14.8%	1
<b>Disability Status:</b>		
Civilian Non-Institutionalized Population 16 to 64	21,500	3
Percent with a Disability	18.0%	3
Civilian Non-Institutionalized Population 65 Years and Over	4,757	3
Percent with a Disability	43.2%	3
<b>Female Head of Household:</b>		
Total Households	12,985	4
Female Householder, No Husband	1,609	5
Percent of Households	11.5%	—

<sup>5</sup> Sources are located in [Appendix D-](#).

## XII. Review and Ranking Narrative

### A. QUALITY OF NEW OR RETAINED JOBS (100 points)

The Salvation Army proposes to hire 66.75 FTE positions for the initial operation of the Community Center as stated in Attachment A of the Job Creation Agreement in [Appendix G](#). Full time salary positions range from \$28,000 to \$65,000, and part-time hourly positions between \$7.50 and \$11.00 per hour. The starting wage for employees is based on previous experience for the type of work under which they are hired. In accordance with the Idaho Department of Labor Quarterly Census of Employment and Wages, the average wage for the Second Quarter 2007 is \$29,977 for the Coeur d'Alene MSA and \$32,384 for the State of Idaho. There will be 31 jobs created that exceed the Coeur d'Alene MSA average wage of \$29,977.

\_\_\_\_\_ Percentage of full-time equivalent jobs that exceed average county/state wages  
(to be determined by the Idaho Department of Commerce)

\$29,977 County's average annual wage

### B. FRINGE BENEFITS (100 points)

*This category measures the quality of benefits provided for low and moderate-income employees. Any business creating or retaining jobs as a result of grant funding must document its fringe benefit plans for low and moderate-income employees. Fifty points will be awarded for an employer-funded health plan and 50 points for an employer-funded pension plan. Businesses must provide both in order to receive full points under this category.*

1. **Please indicate which fringe benefits are offered and what is the employer contribution (E/C).**

The Salvation Army offers a menu of opportunities for fringe benefits that include vacation, holidays, medical, dental, vision, prescription assistance and retirement. Information detailing these benefits are located in [Appendix H](#).

2. **If part-time (PT) employees are eligible for benefits, please indicate what benefits and at what rates.**

YES/NO	Benefits	Rates Full-Time	Rates Part-Time
Yes	Vacation	20 days/year	5 days/year
Yes	Sick Time		
	Disability		
Yes	Holiday	10 days/year	10 days/year
	Death/Funeral		
	Health Insurance – Medical		
	Health Insurance – Dental		
	Health Insurance – Vision		
	401K Rate		
	401K Employer Match Rate		

	401K No Employer Contribution		
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In addition to the above-stated benefits, The Salvation Army offers a self-improvement program and salary increases for employees.

Self-Improvement

Self-improvement opportunities are available to employees wishing to prepare for possible entry into more responsible positions. These opportunities will include:

- Upon request, office equipment may be made available at a mutually agreed upon time, so that employees can upgrade their skills through actual practice.
- Provisions may be made for employees to attend regional conferences or seminars.
- Employees, on their own time, may take educational courses online or at schools/colleges, to help in their work. After one year of service in a full time position, an employee may request an education grant by submitting a completed Education Grant Form to his/her supervisor for further processing at both the Command and at the Territorial Headquarters (THQ) Education Department.

Approval of an education grant request is always at Administration's discretion and is further subject to the availability of funds. An employee should file a grant request at least one month before school registration, as approval must be given before courses start. If approved, the grant covers 75% of the cost of two courses per semester or quarter, in subjects which develop skills pertinent to an employee's position or professional development within The Salvation Army. Private schools may be considered for a grant but may not be approved if cheaper public school alternatives are available. Reimbursement for the cost of tuition and required books on approved courses are obtained through the THQ Education Department by the employee upon completion of the courses, with a passing grade of at least "C", and when appropriate documentation has been received.

Salary Increases

The Western Division believes in recognizing employees, whose performance and contributions have made an impact in their area of responsibility and work. Employee performance is reviewed on an annual basis. The level of increase is based on the review, and may not necessarily be at the same level each year.

Levels of increase are as follows:

- 0-2%: If an employee is consistently performing at an unsatisfactory level, then they should receive either no annual increase or a maximum of 2%. The employee's performance review must clearly indicate how their performance, attendance, and/or behavior are substandard and falls below an acceptable level on a consistent basis.
- 3-4%: This level is for employees who are performing at a satisfactory level on a regular basis. The performance review rating must be consistent with this level.

- 5-6%: This level is for an employee whose performance is above average. The employee's performance exceeds expectations for the position. The employee has demonstrated initiative on a consistent basis. The performance review supports an above satisfactory rating.

### C. BUSINESS RISK AND MANAGEMENT (125 points)

*If you have not attached a Dun & Bradstreet report, address all of the criteria set forth in the directions below. Be sure to attach any necessary documentation. Under this category, the Idaho Department of Commerce will determine the probability of a business achieving the projected jobs and payroll within one and two years. This determination will be made on the basis of:*

#### 1. Business Plan and Schedule

#### 2. Dun and Bradstreet Report

The Idaho Department of Commerce has obtained a Dun and Bradstreet Report on The Salvation Army and has cleared the financial information.<sup>6</sup>

#### 3. Any other reasonable criteria that may assist the department in making this determination.

The 2007 Annual Report ([Appendix I](#)) identifies that this region serves 4,106,285 people in 1,497 centers of operation.

The Salvation Army has committed to creating 66.75 FTE positions, of which 34 will be held by low and moderate-income (LMI) persons. The Job Creation Agreement is provided in [Appendix G](#).

### D. PLANNING, SCHEDULE AND COST

#### 1. Planning:

##### Background

In January 2004, The Salvation Army (TSA) received a gift of over \$1.5 billion from the estate of Joan B. Kroc, who died in October 2003; Mrs. Kroc was the wife of the founder of the McDonald's restaurant company. Specifically designated for the development of community centers across the country, the gift came with firm restrictions. Half of each "Kroc" grant was earmarked for construction of each center; half, for an endowment for operational costs. None of the grant could be used for administrative costs. Each chosen community would be required to raise local funds to sustain the project and provide match for the grant. Thus The Salvation Army began a series of competitions to decide which communities would be chosen for a Ray and Joan Kroc Corps Community Center.

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<sup>6</sup> Telephone conversation between Tony Tenne, Idaho Department of Commerce and Nancy Mabile, Panhandle Area Council, November 28, 2007.

In October 2004, the Idaho Kroc Initiative Task Force selected Coeur d'Alene as the state's representative to apply for a "Kroc Center." Mayor Sandi Bloem and the City Council created an Ad Hoc Committee of 30 leaders representing civic, business, religious, service, youth, and recreation groups. This Committee met weekly over six months to prepare a Feasibility Application, which was submitted in April 2005. It was also responsible for gathering community input. Further, the Committee was able to raise \$1.4 million in less than two months, highlighting community support.

In June 2005, Coeur d'Alene advanced to the Development Phase, winning out over 19 western cities, including Denver, Seattle, and Portland. The Coeur d'Alene Kroc Center Advisory Board, including community and regional leaders from the Ad Hoc Committee, conducted Stakeholder Meetings with representatives from user groups: aquatics, community service organizations, sports and recreation, children's programs, performing arts, athletic clubs, physical therapy, and health care. A Community Attitude/Interest Survey was also conducted, involving residents of the North Idaho area. Since there is no community center in Coeur d'Alene and no public swimming pools, these elements were of high priority. The Advisory Board reviewed data results, establishing program needs as identified by the community:

1. Corps Chapel/Small Performance Auditorium
2. Leisure Pool, Party Rooms
3. 25 YD x 25 meter Competition Pool
4. MAC Gym
5. Walk/ Jog Track and Fitness
6. Community Events Hall / Kitchen
7. Aerobics/ Dance Space
8. Children's Indoor Playground
9. Babysitting Area
10. Games/ Activity Room
11. Medium Classroom

User groups who confirmed their plans to use the Kroc Center included the following:

1. American Red Cross of North Idaho
2. Coeur d'Alene Area Swim Team
3. Silver Lake Striders
4. Coeur d'Alene Lake City Senior Center
5. Funtastic Gymnastics
6. Coeur d'Alene City Parks and Recreation Department
7. Ballet School of Coeur d'Alene
8. Boy Scouts of America
9. Local Veterans of Foreign Wars
10. TESH (works with 600 developmentally disabled persons in the area)
11. Parents as Teachers
12. Coeur d'Alene School District.
13. Coeur d'Alene Soccer Club
14. Idaho Drug Free Youth
15. Coeur d'Alene Charter Academy
16. CdA Summer Theater
17. Post Falls Recreation Department
18. GAP (Growing Achievement in Post Falls)

19. Coeur d'Alene Gymnastics
20. Post Falls High School Swim Team
21. Lakeland School District
22. Candlelight Christian Fellowship
23. Coeur d'Alene School District
24. Coeur d'Alene Art Association
25. Specialized Needs Recreation
26. Idaho Special Olympics
27. North Autism Society
28. Coeurly Q's Square Dancers
29. Aquatics Program
30. Coeur d'Alene Young Life
31. Camp Fire Girls
32. Aging Seniors
33. Skate Plaza
34. Art on the Edge
35. EXCEL Foundation
36. 4-H Youth Extension

Once Coeur d'Alene had transitioned to the Development Phase, architects were selected in September 2005 through a bid process. Barker Rinker Seacat of Denver – a firm with many years' experience designing community centers – was chosen along with two Coeur d'Alene firms, Miller Stauffer Architects and Architects West, Inc., each with experience in designing public buildings. This team prepared a preliminary facility design package sent to TSA in January 2006.

By April 2006, the following elements were submitted for conceptual approval: Facility Design Package, Program and Facility Operations Manual, the Five-Year Operating Budget, Fundraising Plan for non-Kroc funds, Development Timeline and Plan, and the Program and Facility Operations Manual.

On May 1, 2006, officials of The Salvation Army arrived to announce that Coeur d'Alene had been chosen to receive over \$60 million to build and endow a Ray and Joan Kroc Corps Community Center. Groundbreaking, however was contingent on the community's success in raising an additional \$6 million by June 1, 2007.

### **Local government, business, utility and other agency actions**

Plans were made immediately to secure the site chosen earlier for the Kroc Center. The 12-acre parcel located on Ramsey Road and Golf Course Road was ideal, near two major highways (I-90 and Highway 95). However, it presented two challenges: 1) as part of the grant agreement, the City was to deed the site to The Salvation Army at no cost; and 2) the site required remediation for its 8-acre former gravel pit (45' deep).

The first challenge required extensive collaboration. Due to laws on separation between church and state, the City could not donate the site directly to The Salvation Army. So Coeur d'Alene agreed to partner with the Coeur d'Alene Parks Foundation, Inc., a private 501 (c)(3), to exchange parcels of similar value. The City of Coeur d'Alene conveyed the Ramsey property to the Parks Foundation in exchange for Foundation property suitable for a city park. The Foundation then

conveyed the project site to The Salvation Army. In return, The Salvation Army gave the City a 25-year agreement that its citizens would have access to this world-class recreational facility.

The second challenge required collaboration and time. To qualify as a “buildable site,” the Ramsey Road property’s “pit” had to be remediated with structural fill, a scarce commodity in this construction-intensive area. In December 2006, officials from Kootenai County and the Coeur d’Alene Airport met with representatives of The Salvation Army about fill options. The airport’s recent construction efforts yielded fill material, but it proved too costly. Developers of a nearby subdivision – Hawks’ Nest – had set aside land for a park, which contained suitable material. An exchange was agreed on to haul structural fill materials from the Hawks Nest site and backhaul unsuitable material from the Kroc site, decreasing costs.

The North Idaho Centennial Trail Foundation (NICTF) entered the collaboration at this time. NICTF was established in 1989 as a non-profit organization to oversee Centennial Trail, a 26-mile long off-road pedestrian/bike trail connecting Coeur d’Alene and Spokane. Earlier, NICTF had acquired the abandoned Union Pacific railroad right-of-way adjacent to the Kroc Center site, intending to connect the Centennial Trail to neighborhoods to the north, including Hawks’ Nest. NICTF offered this 2.5 mile right-of-way to the project, providing for off-road trucking of material, larger loads, minimal traffic disruption, and shorter transport distance. The City graded the trail to accommodate the equipment. In the space of four months, the partnership between the Centennial Trails Foundation, the City, and The Salvation Army thus decreased the overall cost of the project by over \$300,000. Out of this cooperative venture, the partnership will have created a new city park, a new bike trail, and a community center at project completion.

### **Real estate as well as environmental, legal, financial and grant considerations**

Real estate ownership issues were resolved in spring 2007 with the legal transfers of property mentioned above. The full amount of \$64 million was transferred at the time of groundbreaking – June 28, 2007 – to TSA’s Kroc Development headquarters in Coeur d’Alene. Community fundraising continues with \$6,518,625 million already raised of the target \$8 million.

No environmental concerns have been discovered. According to J-U-B Engineers, Inc., a Coeur d’Alene-based company of engineers, surveyors and planners, the following was stated in the Environmental Assessment of the property as of November 5, 2004:

“In conclusion, based on the research and site visits, no additional investigations appear to be warranted for the subject property. During this investigative process, no recognized environmental condition was identified that would significantly jeopardize the use or future transactions of the subject property.”  
(Howard, Ellery T., P.E., *Environmental Assessment re Property at 2903 Ramsey Road*, November 5, 2004., p. 7)

Additionally, TSA has partnered with Avista Utilities in the project design, incorporating “green” building practices for energy savings and environmental

conservation. As a result, Avista has awarded \$218,000 in energy credits, translating into operational savings.

In addition to its \$1 million donation to the project, the Coeur d'Alene Tribe has ensured that free bus service will connect the Kroc Center to the rest of Coeur d'Alene as well as communities in Kootenai and Benewah Counties. This free service is underwritten by the Tribe through an annual gift of \$400,000 to the bus project.

### **Construction milestones**

In November 2006 TSA selected Syncoda Management, Inc. of Spokane as Project Administrator. In early 2007, Robert B. Goebel General Contractors, Inc., was selected to oversee project construction. Allwest Testing and Engineering, the soils engineer for the Kroc Center project, ensured the materials suitability and compaction goals during the fill process.

In order to expedite construction, TSA applied for an early start permit for footings and foundations so that frost in the ground would not interrupt the project. The City issued the permit in August 2007 so that this work could continue in parallel with final design documents. Final permits are expected in November 2007.

Project managers are working with Idaho Department of Water Resources for non-consumptive water permits. Sunburst Engineers and the City of Coeur d'Alene have completed the traffic study regarding project impacts on Ramsey and Golf Course Roads.

Structural block work is underway. Foundation layout and digging, with backfill of walls and damp proofing is in process. Goebel Contractors will bid the project within the next month for mechanical, electrical, and steel work which will allow construction to continue through the winter months. Now that the plans and details of the project are fine-tuned, the revised and projected completion time is Spring 2009.

### **Project Timeline**

- Contract Award: September 2006
- CMGC Selection: September 2006 - October 2006
- Site Preparation and Fill: December 2006 - May 2007
- Design: December 2006 - January 2007
- Construction Documents: February 2007 - October 2007
- Early Start Permit: August 2007
- Footings and Foundation Construction: August 2007 - October 2007
- Building Permit: November 2007
- Bidding: October 2007 - November 2007
- Project Construction: November 2007 - Spring 2009
- Grand Opening: Spring 2009

**2. Schedule and Cost:**

*To be calculated by the Idaho Department of Commerce staff based on information provided within this application.*

**3. Environmental Scoping:**

The Environmental Scoping Checklist for this ICDBG project is in [Appendix J](#).

**E. MINORITY BENEFIT**

The Salvation Army adheres to all state and federal requirements under the Equal Employment Opportunities laws. Therefore, the percentage of minority workers are not reported on their payrolls.

         Percentage of minority workers on the business' current payroll.

6.9% Percentage of minority population in the county where the business will be locating.

**F. LOCAL INVESTMENT LEVERAGE**

**Does your community have a revolving loan fund?**  Yes  No  
**If yes, please describe any attempts to secure funds.**

The Panhandle Area Council (PAC), certified economic development district for Idaho Region I administers a Small Business Administration (SBA) 504, SBA Microloan, Revolving Loan Fund (RLF) Programs and the Intermediary Relending Program (IRP). Also, PAC offers packaging services for the SBA 7(A) Loan Guarantee Program. Each of these programs are structured to provided fixed asset financing and working capital for small businesses. The management plan for PAC states that each of these loan programs are in support of for-profit businesses; therefore, The Salvation Army is ineligible to apply for the funds.

Matching funds for this project include \$3,890 City funds and \$100,000 Salvation Army funds. In addition, \$3,000,000 in public funds is identified as private investment for remediation of the community center site.

**G. DISTRESSED AREAS**

**Is the community located in a historically underutilized business zone?**  Yes  No

Reference: <http://map.sba.gov/hubzone/hzqry.asp?state=ID>

**H. EXISTING IDAHO BUSINESS**

Originally formed in 1865, The Salvation Army provides services to more than 100 countries. With a presence in Idaho since the early 1900's, currently there are approximately 50 employees.

There are four primary sub-units known as Territories in the United States, Coeur d'Alene's location will operate in and report to the Western Territory of The Salvation Army. The headquarters for the Western Territory is located in Long Beach, California.

**I. PRIVATE LEVERAGE**

*To be calculated by the Idaho Department of Commerce staff based on information provided on the Budget Form of this application.*

**J. ACTIVITIES**

*To be calculated by the Idaho Department of Commerce staff based on information provided on the Budget Form of this application.*

**K. GRANT MANAGEMENT**

*To be calculated by the Idaho Department of Commerce staff based on information provided under the Threshold Criteria, Administrative Capacity (page 3).*

## XIII. Certifications

I certify the data in this application is true and correct, that this document has been duly authorized by the governing body of the City of Coeur d'Alene and we will comply with the following laws and regulations if this application is approved and selected for funding.

- National Environmental Policy Act of 1969
- Civil Rights Act of 1964 Pub.L 88-352
- Civil Rights Act of 1968 Pub.L 90-284
- Age Discrimination Act of 1975
- Rehabilitation Act of 1973, Section 504
- Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended (49 CFR Part 24)
- Housing and Community Development Act of 1974, as amended Pub.L 93-383
- Davis-Bacon Act (40 USC 276a - 276a-5)
- Historic Preservation Act
- OMB Circular A-87, and ensure that subrecipient complies with A-110 and A-122
  
- Section 106 of the Housing and Urban Recovery Act of 1983 certifying to:
  - Minimize displacement as a result of activities assisted with CDBG funds by following the Idaho Department of Commerce & Labors anti-displacement and relocation assistance plan;
  - Conduct and administer its program in conformance with Title VI and Title VIII, and affirmatively further fair housing;
  - Provide opportunities for citizen participation comparable to the state's requirements (those described in Section 104(a) of the Act, as amended);
  - Not use assessments or fees to recover the capital costs of ICDBG funded public improvements from low and moderate income owner occupants;
  - Abide by all state and federal rules and regulations related to the implementation and management of federal grants;
  - Assess and implement an Accessibility Plan for persons with disabilities in accordance with Section 504 of the Rehabilitation Act of 1973, as amended;
  - Adopt and implement an Excessive Force Policy;
  - Prohibition of Use of Assistance for Employment Relocation, Section 588 of the Disability Housing and work Responsibility Act of 1998 Pub.L 105-276.
  - Anti-Lobbying Certification: No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of, employee of a member of, officer of or employee of Congress in connection with the awarding of any federal contract, the making of any federal grant or loan, the entering into any cooperative agreement and the extension, renewal, modification or amendment of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of, employee of a member of, officer of or employee of Congress in connection with this federal grant, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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Sandi Bloem, Mayor  
City of Coeur d'Alene

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Date

**GENERAL SERVICES COMMITTEE  
STAFF REPORT**

**DATE:** October 22, 2007  
**FROM:** Doug Eastwood, Parks Director  
**SUBJECT: CEMETERY FEES INCREASE**

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**DECISION POINT:**

Forward a recommendation to the City Council to set a public hearing date for Cemetery Fees Increase on December 4, 2007.

**HISTORY:**

We have not adjusted the cemetery fees since 2003. Forest and Riverview cemeteries have full burial lots, cremain lots and cremain niches. We provide lot showings and opening and closing with set up of the lots and cremain sites.

**FINANCIAL ANALYSIS:**

Fifty percent of all lot and cremain niches sales go to the perpetual care fund. All other fees go to the daily operation of the cemetery. The cemetery is a special fund and is required to do the best it can to pay its own way with minimal general fund assistance. With the proposed increases we are still slightly below other comparable municipal cemeteries in the region; Lewiston's Normal Hill and Spokane's Riverside cemetery. Cost comparison is also attached.

**PERFORMANCE ANALYSIS:**

The Forest Cemetery Advisory Board is currently reviewing upgrades to the cemetery and will be bringing those recommendations forward after the first of the year. This is being evaluated as a result of a need for additional cremain niches in both Forest and Riverview Cemeteries. The fee increases will not offset the improvements, however the revenues generated from the improvements can pay for they changes. That review has lead to an evaluation of all current fees. Cemetery Board recommended fee adoption at their September meeting.

**DECISION POINT:**

Forward a recommendation to the City Council to set a public hearing date for Cemetery Fees Increase on December 4, 2007.

**GENERAL SERVICES COMMITTEE  
STAFF REPORT**

**DATE:** October 22, 2007

**FROM:** Doug Eastwood, Parks Director

**SUBJECT: PARK USE FEES INCREASE**

---

**DECISION POINT:**

Forward a recommendation to the City Council to set a public hearing date for Park Use Fees Increase on December 4, 2007.

**HISTORY:**

Park use fees were amended in 1998 with an occasional adjustment for specific uses. The parks master plan is being updated this year and several revenue ideas are being looked at including the current fee structure. The Master Plan Advisory Committee has reviewed this part of the plan and sends this one forward for implementation prior to the New Year.

**FINANCIAL ANALYSIS:**

City code required a public hearing whenever fees are raised more than five percent. The attached fee schedule identifies current fees and proposed fee changes. Additionally, there are new fees for items for specific uses. The fees collected go into the Parks Capital Improvement Fund to pay for the coverage of an event and to help offset capital improvements due to long term wear and tear on the facilities.

**PERFORMANCE ANALYSIS:**

All of our parks receive requests for reservations for special events; some of the parks are booked every weekend all summer long. Our picnic shelters have the majority of reservations. All parks and facility reservations have increased steadily year by year. The reservations are not always with local residents; over 20% of the reservations are out-of-state. The Parks & Recreation Commission recommended fee adoption at their October 22, 2007, meeting.

**DECISION POINT:**

Forward a recommendation to the City Council to set a public hearing date for Park Use Fees Increase on December 4, 2007.

RESOLUTION NO. 07-075

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY,  
IDAHO AMENDING PARKS & CEMETERY AND RECREATION DEPARTMENT FEES.

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

WHEREAS, the City Council has determined that reasonable adjustments to Parks & Cemetery and Recreation Department processing fees are necessary, as set forth in the attached Exhibit "1" and by reference made a part hereof; and

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

WHEREAS, after public hearing on the hereinafter provided amendments, and after recommendation by the General Services Committee on October 22<sup>nd</sup>, 2007, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that the fee adjustments be adopted; NOW, THEREFORE,

BE IT RESOLVED, that effective January 1<sup>st</sup>, 2007, the following amended fees will be in effect:

DATED this 4<sup>th</sup> day of December, 2007.

\_\_\_\_\_  
Sandi Bloem, Mayor

ATTEST:

\_\_\_\_\_  
Susan K. Weathers, City Clerk

Motion by \_\_\_\_\_, Seconded by \_\_\_\_\_, to adopt the foregoing resolution.

ROLL CALL:

COUNCILMAN HASSELL Voted \_\_\_\_\_

COUNCILMAN GOODLANDER Voted \_\_\_\_\_

COUNCILMAN KENNEDY Voted \_\_\_\_\_

COUNCILMAN REID Voted \_\_\_\_\_

COUNCILMAN EDINGER Voted \_\_\_\_\_

COUNCILMAN MCEVERS Voted \_\_\_\_\_

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.

## Coeur d'Alene Park Fees

### Jewett House Wedding Fees

	<u>CURRENT</u>	<u>PROPOSED</u>
Deposit	\$100.00	\$500.00
Cleaning Fee	\$0	\$100.00
Use Fee with a 3 hour minimum	\$100.00/hr.	\$250.00/hr
	<u>CURRENT</u>	<u>PROPOSED</u>
<b>DAILY PARK FEES</b>		
City Park Gazebo	\$ 50.00	<i>delete</i>
Other Park Gazebos	\$ 40.00	<i>delete</i>
Gazebo ( <i>Idaho Residents</i> )		\$ 75.00
Gazebo ( <i>Out-of-State Residents</i> )		\$ 100.00
City Park Bandshell	\$ 50.00	\$ 100.00
Riverstone Amphitheatre	\$ 100.00	\$ 100.00
Riverstone Chair Rental ( <i>per 25 chairs</i> )		\$ 30.00
Monitoring ( <i>per hour of event</i> )	\$ 20.00	\$ 20.00
Deposit	\$ 100.00	\$ 250.00
Centennial Trail Permit Deposit		\$ 500.00
Non-Food Booth which is part of an event ( <i>not to exceed 10'x10'</i> )	\$ 25.00	\$ 25.00
Food Booth, Cart or Stand which is part of an event ( <i>not to exceed 10'x20'</i> )	\$ 50.00	\$ 50.00
Table Use ( <i>per table</i> )	\$ 10.00	<i>delete</i>
Bleachers ( <i>per bleacher</i> )	\$ 100.00	<i>delete</i>
Volleyball / Key Deposit	\$ 20.00	\$ 50.00
<b>PARK FEES - LARGE EVENTS</b>		
<u>Fees for park use:</u>		
1. 200-500 persons	\$ 200.00	\$ 400.00
2. 501-1500 persons	\$ 400.00	\$ 800.00
3. Bond	\$ 3,000.00	\$ 3,000.00
4. Liability Insurance	\$500,000.00	\$ 500,000.00
<b>RIVERSTONE ALCOHOL PERMIT FEES</b>		
Riverstone Alcohol Permit		\$ 300.00
Riverstone Alcohol Security Permit - <i>No Sales</i> ( <i>\$16.67 per hour - 3 hour minimum</i> )		\$ 50.00
Riverstone Alcohol Security Permit - <i>With Sales</i> ( <i>\$33.33 per hour - 3 hour minimum</i> )		\$ 100.00
Riverstone Alcohol Security Permit - <i>No Sales</i> (Holiday) ( <i>\$23.33 per hour - 6 hour minimum</i> )		\$ 140.00
Riverstone Alcohol Security Permit - <i>Sales</i> (Holiday) ( <i>\$46.67 per hour - 6 hour minimum</i> )		\$ 280.00
<b>RESTRICTED USE FEE</b>		
Activity That Restricts Normal Use ( <i>per day</i> )	\$ 500.00	\$ 1,000.00

**TREE REPLACEMENT FEES**

Tree Replacement / In-Lieu Fee	\$ 200.00	\$ 300.00
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**RECREATION DEPARTMENT FEES**

Sports Tournament Fee ( <i>per team</i> )	\$ 20.00	\$ 20.00
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Sports Tournament Deposit		\$ 75.00
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Light Rental ( <i>per hour</i> )	Sunset,	
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McEuen and Memorial Fields	\$ 30.00	\$ 30.00
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<b>Weekday Bandshell:</b> 11:00 a.m. - 2:00 p.m.	\$ 25.00	<i>delete</i>
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1. Excludes holidays
2. Not to exceed 50 persons
3. No booths or carts

**Coeur d'Alene Cemetery Fees**

	<u>CURRENT</u>	<u>PROPOSED</u>
<b><u>CEMETERY LOTS</u></b>		
Adult – Raised Headstone	\$ 650.00	\$ 800.00
Adult – Flat Headstone	\$ 500.00	\$ 650.00
Infant	\$ 100.00	\$ 200.00
Cremain	\$ 300.00	\$ 400.00
Cremain With Tree	\$ 500.00	\$ 800.00
V.F.W. Double Depth (Section B)	\$ 225.00	\$ 225.00
American Legion (Section A)	\$ 50.00	\$ 50.00
<b><u>NICHE</u></b>		
Single	\$ 450.00	\$ 600.00
Companion	\$ 900.00	\$ 1,500.00
Replacement Door	\$ 100.00	<i>n/a</i>
Replacement Door - Single	<i>n/a</i>	\$ 100.00
Replacement Door - Double	<i>n/a</i>	\$ 200.00
<b><u>OPENING &amp; CLOSING - FULL</u></b>		
Adult - Weekday ( <i>to 3:00pm</i> )	\$ 300.00	\$ 350.00
Adult - Weekday ( <i>after 3:00pm</i> )	\$ 400.00	\$ 450.00
Adult - Saturday	\$ 400.00	\$ 450.00
Infant - Weekday ( <i>to 3:00pm</i> )	\$ 175.00	\$ 225.00
Infant - Weekday ( <i>after 3:00pm</i> )	\$ 225.00	\$ 275.00
Infant - Saturday	\$ 225.00	\$ 275.00
<b><u>OPENING &amp; CLOSING - CREMAIN</u></b>		
No Attendance - Weekday	\$ 75.00	\$ 150.00
With Attendance - Weekday ( <i>to 3:00pm</i> )	\$ 100.00	\$ 200.00
With Attendance - Weekday ( <i>after 3:00pm</i> )	\$ 150.00	\$ 250.00
With Attendance - Saturday	\$ 150.00	\$ 250.00

**OPENING & CLOSING - DOUBLE DEPTH** (V.F.W. Section Only)

Bottom - Weekday (to 3:00pm)	\$ 500.00	\$ 600.00
Bottom - Weekday (after 3:00pm)	\$ 600.00	\$ 700.00
Bottom - Saturday	\$ 600.00	\$ 700.00
Top - Weekday (to 3:00pm)	\$ 300.00	\$ 400.00
Top - Weekday (after 3:00pm)	\$ 400.00	\$ 500.00
Top - Saturday	\$ 400.00	\$ 500.00
Double-Depth Liner Delivery	\$ 175.00	\$ 200.00

**OTHER**

Door Removal for Nameplate or Inscription	\$ 30.00	\$ 80.00
Stone Inspection	\$ 30.00	\$ 80.00
Deed Transfer / Lot Repurchase	\$ 40.00	\$ 40.00
Niche Nameplate	\$ 125.00	\$ 150.00
Liner	\$ 350.00	\$ 350.00
Placement of Secondary or Memorial Headstone	n/a	\$ 250.00