

Coeur d'Alene

CITY COUNCIL MEETING

June 21, 2016

MEMBERS OF THE CITY COUNCIL:

Steve Widmyer, Mayor

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

CONSENT CALENDAR

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

June 7, 2016

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room June 7, 2016 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

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

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

INVOCATION: Pastor J.O. Owens with Heart of the City Church gave the invocation.

PLEDGE OF ALLEGIANCE: Councilmember McEvers led the pledge of allegiance.

POLICE DEPARTMENT ANNUAL REPORT: Police Chief Lee White reviewed the crime statistics over the past year. While there are crime rates that have substantially decreased over the years, there are still areas that have increased such as drugs and non-residential thefts. He reviewed the violent crimes data throughout the state, which noted Coeur d'Alene as high compared to other similarly sized cities. Chief White believes that this year's crime rates will be decreased; however, higher than the comparisons to the rest of the state. Chief White noted that calls for service have increased 10% over the past ten years. He reviewed response times for each priority level of crime. Additionally, he noted that the Coeur d'Alene Police Department still responds to calls for service at the jail, which may be part of the higher crime rates and calls for service. Their goals for the next year include continued crime reduction efforts, establishment of a community action team, and continued partnerships with the community. He noted that they recently held a community forum at the Police Station which was used to gather input regarding what they could be doing better.

Councilmember English noted that responding to calls to the jail means we are supplementing the jail staffing. Chief White clarified that in litigious matters, it would make sense to have an outside agency provide the support, but he will work with the Sheriff and report to Council. Mayor Widmyer asked for clarification regarding national standards for staffing. Chief White explained that the best rule of thumb is that 30% of an officer's time should be spent on calls for service, 30% of their time on community-based interaction/proactive activities, and 30% on administrative tasks. Currently they are spending 72% of time on calls, with little time for all

else including writing reports and training. Councilmember English asked if there have been any comparisons made to Spokane, as Coeur d'Alene is impacted by Spokane rather than Lewiston and Pocatello. Councilmember Edinger noted that the City has increased manpower over the years, and asked how many more patrol officers are needed. Chief White noted that they have added 4 positions through grants and added 6 more through the budget, which means 6 more are needed to get to the 16 total officers needed. However, he is willing to do incremental increases as it takes about a year to get an officer solo into a car. He is asking for three Patrol Officer in this year's budget planning. Councilmember Miller asked where the need of 16 officers came from. Chief White explained that it was based on the International Association of Chiefs of Police study conducted regarding the number of officers needed per 100,000 population.

CONSENT CALENDAR: Motion by Gookin, second by McEvers, to approve the consent calendar.

1. Approval of Council Minutes for the May 17, and 19, 2016 Council Meetings.
2. Approval of Bills as Submitted.
3. Approval of the General Services Committee Minutes for the May 23, 2016 Meeting.
4. Setting of General Services and Public Works Committees meetings for June 13, 2016 at 12:00 noon and 4:00 p.m. respectively.
5. Setting of Public Hearing for June 21, 2016 for Increased Fees Related to Finance and Municipal Services
6. Approval of a Beer and Wine License; Sushi I, 2384 N. Old Mill, Coeur d'Alene; to Jinwoo Shin (new).
7. Approval of a Beer and Wine License; The Buoy, LLC. 420 E. Front Street (Harbor House Concessions) to Essex Prescott, Corey Schneider and Gared Schneider (New).
8. **Resolution No. 16-028 -** A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE FOLLOWING DESCRIBED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE: ACCEPTANCE OF IMPROVEMENTS, AND APPROVAL OF MAINTENANCE/WARRANTY AGREEMENT AND SECURITY FOR LAKE FOREST WEST 1ST AND 2ND ADDITIONS (S-1-14.M); APPROVAL OF A SUBRECIPIENT AGREEMENT WITH ST. VINCENT DE PAUL FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ALLOCATIONS FOR THE PURCHASE OF THE H.E.L.P. CENTER; APPROVAL OF SUBRECIPIENT AGREEMENT WITH THE BOYS AND GIRLS CLUB FOR A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ALLOCATION FOR ARCHITECT AND ENGINEERING COSTS; AND RATIFICATION OF AGREEMENT WITH SYRINGA PROPERTY MANAGEMENT FOR MANAGEMENT OF 106 HOMESTEAD AND TERMINATION OF A LEASE AGREEMENT WITH ST. VINCENT DE PAUL OF NORTH IDAHO FOR 106 HOMESTEAD AVENUE, COEUR D'ALENE, IDAHO, PREVIOUSLY AUTHORIZED BY RESOLUTION NO. 11-017.
9. **Resolution No. 16-029 -** A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING THE CLASSIFICATION AND COMPENSATION PLAN TO PROVIDE A NEW CLASSIFICATION FOR THE POSITION OF PLANNING TECHNICIAN, PAY GRADE 9, AND PROVIDING A CLASSIFICATION CHANGE FOR THE POSITION OF LIBRARY IT COORDINATOR, PAY GRADE 8 TO PAY GRADE 9.

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

PUBLIC COMMENTS:

Susan Snedaker, CDA, reviewed several items regarding the City's lease with St. Vincent de Paul for property located at 102 and 106 Homestead Avenue. She noted that the Lease specifically required annual payments to the City in the total amount of \$150,000. She stated that the Lease is murky as to which portions may or may not be applicable to each property. Recently, St. Vincent de Paul gave a 30-day termination notice for 106 Homestead and paid the City \$67,564.41, which is the only payment made over the years. At the February 2, 2016 Council workshop, Finance Director Troy Tymesen noted a possible annual appropriation for the property would be a fixed 20-year term at a rate less than 3%, \$5,500 per month; however, the present income is \$3,500 month. She felt that it appears that St. Vincent was in default for four years and the City is now entering into another agreement with St. Vincent de Paul for the purchase of the Old Library building. She noted that in a March 30, 2006 staff report the sale of the library site was valued at \$1,000,000, which she believes was intended to go toward the payoff of the G.O. Bond. She said that the City originally bought the building for \$383,000 and is surprised the building is currently valued at just over \$564,000.

Councilmember Gookin expressed appreciation for Ms. Snedaker's research and expressed concerns about getting into business with a nonprofit. Additionally, he has mentioned to the Mayor and City Administrator that the City should not be in the lease business.

MAYOR AND COUNCIL COMMENTS:

Councilmember Evans congratulated the graduating High School Seniors throughout the community.

Councilmember English noted that the Parking Commission met today and discussed the four-corners project and expressed concerns regarding signage for RVs regarding where to park, as well as signage for boats coming into town. He noted that a citizen recently explained that one could go to Calltopark.com and pay via phone rather than going to the kiosk.

APPOINTMENTS: **Motion** by Edinger, seconded by McEvers to approve the appointment of Tim Kastning to the Urban Forestry Committee. **Motion carried**

DISCUSSION REGARDING MOBILE VENDOR CODE PROPOSAL

STAFF REPORT: Municipal Services Director Renata McLeod explained that staff needed more time to make a final recommendation to Council. However, they have identified a couple of code sections that need amendments to clarify a food court as a permanent commercial use. Additionally, staff is looking at what codes would be directly connected to the mobile vendor and will continue to work with stakeholders to bring a code forward within the next four weeks.

DISCUSSION: Councilmember Gookin asked about the licensing of a mobile food court. Ms. McLeod explained that the license is intended to require an annual fire inspection to make sure the mobile units have not moved and would be a simplistic code. Councilmember Gookin asked if the planning code amendment would allow for food courts within C-17 zones and asked for more information regarding the single vendor on a site. Ms. McLeod explained that staff is looking at the zoning and may bring forward other zones as allowable through a special use permit. She explained that staff is looking at the options for one unit to be on a parcel without requiring the permanent regulations such as the restaurant sewer rate increase. Councilmember Edinger asked if there is going to be a limit to the number that can be at a site. Ms. McLeod noted that staff reviewed Salt Lake City, Utah's code and it does limit the number of mobile units to 10 per parcel, but she is not sure why. Staff is discussing what it would mean to limit the number versus allowing as many as the site can handle while meeting all the required codes. Councilmember Miller said she had talked with the Chamber of Commerce, who noted that they have 58 restaurant members and asked staff to include them in the stakeholder group. Councilmember McEvers asked for more information regarding sewer rates and parking. Ms. McLeod noted that more staff discussion needs to be done regarding the sewer rates and that the Planning Department recommended three stalls per mobile unit.

UPDATE REGARDING DE-ANNEXATION OF CERTAIN PROPERTY WITHIN THE IGNITE LAKE AND RIVER DISTRICTS

STAFF REPORT: City Administrator Jim Hammond updated the Council on properties identified within the Lake and River Districts recommended for de-annexation. He clarified that funding is needed for public safety and this funding source will aid in that need. He explained the effect de-annexation would have on each taxing district and the net incremental tax revenue that should be expected with the de-annexation. Ignite CDA has a debt obligation to Washington Trust Bank and the most recent financial analysis projects a zero decrease in cash flow within the Lake District thus providing the bank with comfort that their position remains as strong as in the previous years. Mr. Hammond explained that they are requesting more properties out of the Lake District and less in the River District at the request of Ignite CDA. He clarified that this de-annexation will not remove funding from any planned projects and will not detract from their current financial obligations. The City will hold a continued City Council meeting on July 13, 2016 and the Planning Commission will be reviewing this request to ensure that it does not conflict with the Comprehensive Plan, as required by code.

DISCUSSION: Councilmember Gookin questioned why the Planning Commission has to look at conformance with the Comprehensive Plan. Mr. Hammond explained that the de-annexation of property within the district is considered a plan modification, which under Idaho State code is required. Councilmember Gookin asked if the surplus property owned by Ignite needs to be sold as part of the financial needs. Mr. Hammond noted that the sale of property would be a determination of Ignite. Councilmember Gookin asked if the agency has been cooperating with the de-annexation. Mr. Hammond explained that there has been some concern from the agency about lost future opportunities. However, this de-annexation gives the City Council an opportunity to meet current financial needs, such as funding public safety that need to be met now. Mayor Widmyer noted that the long-term plan is to surplus and dispose of the property with the funds going back to Ignite. Councilmember Edinger asked if the items needed for

development within the River District are going to be met. Mr. Hammond explained that individual developer agreements are not part of this process as none of the properties to be de-annexed has agreements upon them. Councilmember Evans asked how the de-annexation would affect Ignite's ability to assist with the railroad property development. Mr. Hammond noted that the agency currently has money to do the four-corners project and has set aside \$2 Million for the next phase. Councilmember Evans asked how this will affect the Arts Commission budget. Mr. Hammond noted that the financial analysis reviewed all of the Ignite obligations, including the Arts Commission, and they are able to meet those obligations. Mayor Widmyer noted that there would be a small reduction as the increment is less. With the \$500,000 the City is getting it might be able to make up the difference if there is a negative impact to the Arts Commission. Mr. Hammond explained that he will make a presentation to the Ignite Board tomorrow and the maps and legal descriptions have been submitted to the State for review and approval. The Planning Commission will review the request then the Council will need to adopt the Ordinance to create the change for the de-annexation at the July 13, 2016 City Council meeting. Councilmember Miller noted that she thinks this will be a great way to recoup funding earlier and wondered if bank approval is part of the process. Mayor Widmyer noted that the bank has not given final approval, which would be for the Lake District only; however, the bank assured him that there is a process it will go through and does not see any problem with approval. Councilmember Miller wanted to make sure that there has been an analysis of the geographic loss, as she does not want to make a mistake and lose any opportunities within the 10% expansion area if needed. Mr. Hammond said he is comfortable with the 10% allowable expansion and noted that another option is to open a new district for specific areas if needed. Councilmember Miller noted that the community has identified the waterfront space as important and they should be aware of that opportunity in the future.

Councilmember Gookin asked for clarification as to why the total amount of tax funding cannot come to the City. Mr. Hammond noted that the amount the City receives is the full amount it is entitled. He explained the history of urban renewal districts and cities both taking the new growth, which needs to be paid back. Mayor Widmyer explained that the total funds from de-annexation is approximately \$1.3 Million with roughly \$500,000 to the City, \$270,000 to the County, \$94,000 to NIC, \$41,000 to Post Falls Highway District and \$400,000 to the tax-payers. Councilmember McEvers noted that the urban renewal agency has done great things and Council has defended it for years. This is the first time the City is asking them to give back property and taxes to the community, and he believes it is a "win-win." Councilmember Gookin felt that this is a sign of Ignite's success. Councilmember Evans noted that she had talked to two Ignite board members and they were supportive of this action. Councilmember Edinger thinks this is good and it allows the City to get money back to the taxpayers. Councilmember English noted that he is in support of this action. Mayor Widmyer thanked Panhandle Area Council as they had prepared the financial analysis.

MOTION: Motion by McEvers, seconded by English to approve submission of plan amendments and request approval by Ignite CDA and to direct staff to take all necessary steps to complete the de-annexation of parcels from the Lake and River Urban Renewal Districts by July 24, 2016. **Motion Carried.**

(LEGISLATIVE) V-16-2: VACATION OF A PORTION OF 8TH STREET RIGHT-OF-WAY, ADJOINING THE WESTERLY BOUNDARY OF LOT 5 OF THE FRALEY ADDITION TO THE CITY OF COEUR D'ALENE PLAT

STAFF REPORT: Engineering Services Director Gordon Dobler noted that the right-of-way was original dedicated to the City in 1948 as part of the Fraley Addition. This vacation request would add approximately 841 square feet to the county tax roll and would be a benefit to the abutting landowner as they wish to remodel their existing home and need additional land. This action would still leave 5 feet of right-of-way remaining for future utilities if needed.

Mayor Widmyer called for public comments with none being received. Public testimony was closed.

DISCUSSION: Councilmember McEvers expressed concern that this action would set a precedent of people wanting city right-of-way for remodeling their homes. Mr. Dobler did not think that a precedent would be set as staff's recommendation is based on whether or not the City needs the right-of-way, not the future property owner's use.

MOTION: Motion by Gookin, seconded by Evans to approve Vacation of a portion of 8th Street right-of-way, adjoining the westerly boundary of Lot 5 of the Fraley Addition to the City of Coeur d'Alene plat.

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

Council Bill No. 16-1011

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, STATE OF IDAHO, VACATING A PORTION OF THE 8th STREET RIGHT-OF-WAY, GENERALLY DESCRIBED AS A PARCEL OF LAND ADJOINING THE WESTERLY BOUNDARY OF LOT 5 OF THE FRALEY ADDITION TO THE CITY OF COEUR D'ALENE, LOCATED IN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

MOTION: Motion by Gookin, seconded by Edinger, to pass the first reading of **Council Bill No. 16-1011.**

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

MOTION: Motion by Edinger, seconded by McEvers, to suspend the rules and to adopt **Council Bill 16-1011** by its having had one reading by title only.

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

(LEGISLATIVE) V-16-3: VACATION OF THE 20' PUBLIC SEWER EASEMENT IN THE CROSSROADS SUBDIVISION

STAFF REPORT: Engineering Services Director Gordon Dobler explained that this easement was installed with the Zanetti Subdivision in 2009. The sewer main has been relocated and is no longer in the existing easement. The applicant has requested this vacation to aid in the development of the property.

Mayor Widmyer called for public comments.

Anthony Zanetti, Coeur d'Alene, asked if sewer within the vacated property is being rerouted. Mr. Dobler reiterated that the sewer has already been abandoned.

Public testimony was closed.

MOTION: Motion by Gookin, seconded by Edinger to approve Vacation of the 20' public sewer easement in the Crossroads Subdivision.

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

Council Bill No. 16-1012

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, VACATING A PUBLIC SEWER EASEMENT IN THE CROSSROADS SUBDIVISION, RECORDED IN BOOK "K" OF PLATS, PAGE 405, RECORDS OF KOOTENAI COUNTY, GENERALLY DESCRIBED AS A 20 FOOT WIDE PUBLIC SEWER EASEMENT LYING IN THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, COEUR D'ALENE, KOOTENAI COUNTY, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

MOTION: Motion by Edinger, seconded by McEvers, to pass the first reading of **Council Bill No. 16-1012.**

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

MOTION: Motion by Edinger, seconded by McEvers, to suspend the rules and to adopt **Council Bill 16-1012** by its having had one reading by title only.

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

**(LEGISLATIVE) COMMUNITY DEVELOPMENT BLOCK GRANT PLAN YEAR 2015
YEAR-END CAPER REPORT.**

STAFF REPORT: Municipal Services Director Renata McLeod explained that a public hearing is required by HUD to review the Consolidated Performance and Evaluation Report (CAPER). It is a year-end report explaining how funds were spent during the year. There were several community grants awarded during Plan Year 2014 that carried over into Plan Year 2015. She noted that funds still needed to be expended for the 2014 grant award to the Children's Village. In 2015, funds were allocated to St. Vincent de Paul for the acquisition of the city-owned property at 201 E. Harrison Avenue, the completion of the Housing Needs Assessment as well as the award of 13 Emergency Minor Home Repair grants.

Mayor Widmyer called for public comments with none being received. Public testimony was closed.

DISCUSSION: Councilmember Edinger asked for information regarding the Boys and Girls Club grant. Ms. McLeod noted that there was a substantial amendment process that occurred during the year in which funds were allocated to the Boys and Girls Club in the amount of \$37,000 as well as St. Vincent De Paul in the amount of \$162,840. The Grant for the Boys and Girls Club will go toward architect and engineering fees for the new Coeur d'Alene facility. Councilmember McEvers asked for clarification regarding the housing needs assessment and what it means regarding the City's responsible for providing affordable housing. Ms. McLeod explained that the housing needs assessment is a tool that can be used to aid in how to spend the CDBG funds and when community grants are received, the City can better know what the needs of the community are and fund accordingly. Mayor Widmyer noted that the assessment is also used by other agencies and organizations to help justify their grants. Councilmember Miller asked for clarification regarding the total amount allocated to the Boys and Girls Club. Ms. McLeod explained that the request from the Boys and Girls Club was for \$120,000. However, there were not enough funds for that request in one plan year. \$37,000 was available out of Plan Year 2014 funds and staff plans to include the remaining \$83,000 in the Action Plan in 2017.

MOTION: Motion by Miller, seconded by McEvers to approve the Plan Year 2015 CAPER for submittal to HUD. **Motion carried.**

ROLL CALL: McEvers Aye; Gookin No; Evans Aye; English Aye; Edinger Aye; Miller Aye.
Motion carried.

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

The meeting adjourned at 7:34 p.m.

ATTEST:

Steve Widmyer, Mayor

Renata McLeod, CMC, City Clerk

June 13, 2016
GENERAL SERVICES COMMITTEE
MINUTES
12:00 p.m., Library Community Room

COMMITTEE MEMBERS

Council Member Ron Edinger, Chairperson
Council Member Kiki Miller
Council Member Amy Evans

CITIZENS

Steve Wilson, Coeur d'Alene Chamber of Commerce [Item 1]

STAFF

Juanita Knight, Senior Legal Assistant
Mike Gridley, City Attorney
Jim Hammond, City Administrator
Sam Taylor, Deputy City Administrator
Steve Moran, Fleet Manager, PD
Lt. Bill McLeod, PD
Chief Lee White, PD
Capt. Steve Childers, PD
Troy Tymesen, Finance Director
Renata McLeod, Municipal Services Director

Item 1. Leasing of the city-owned Parking Lots to the Coeur d'Alene Chamber of Commerce on the 4th of July.
(Resolution No. 16-030)

Troy Tymesen, Finance Director, is requesting approval to lease City owned parking lots to the chamber of Commerce on the 4th of July to generate revenue that will be used exclusively to defray the cost of the community fireworks display. Mr. Tymesen noted in his staff report that this proposal from the Chamber, and previously recommended by the Parking Commission, would allow the Chamber to lease the City owned parking spaces from the City for \$7.00 per space, the current fee for an event parking space. It is anticipated that this lease will generate approximately \$8,400 to the City's parking fund. The Chamber is proposing to charge \$15.00 per car for parking on the 4th of July in order to generate income to assist with the cost of the fireworks display. The estimated cost of the fireworks display is \$30,000.00. The Chamber has taken on more responsibility for the traffic control expense on that day and will be paying for 27 traffic flaggers. This would be the seventh year of this partnership. The Parking Fund, which receives no property taxes, is the recipient of these funds and with this proposal there would be no negative impact to the revenue anticipated from use of the City owned parking lots. Forty percent of the net income from the Parking Fund goes to the Parks Capital Improvement Fund, which is used to develop parks. If the Chamber were to charge \$15.00 for event parking the gross income to the Chamber should be approximately \$9,600.00 which would be used to defray the cost of the community fireworks display. This proposal includes the following parking facilities: McEuen, Museum, Memorial Field and the gravel area, Independence Point, 4th and Coeur d' Alene as well as the upper Library lot, the paved lot south of City Hall. The Police Department will be using the lower City Hall parking lot which borders McEuen Field as a staging area for personnel.

Council Member Edinger asked if boat parking will be fifteen dollars. Mr. Tymesen said typically, boats take two parking spaces so it would be thirty dollars for boat parking. Mr. Tymesen added that we don't typically see many boats parking on the 4th of July.

Council Member Miller thanked the Chamber of Commerce for their participation in this event. She feels like this is a great partnership. She believes the community has a misconception on where the funding comes from for this event. It is a big burden for the Chamber but a bigger benefit to the community.

Mr. Tymesen said Mr. Steve Wilson, President of the Coeur d'Alene Chamber of Commerce, is here today and thanked him for his work on this event.

MOTION: by Evans, seconded by Miller, to recommend that Council adopt Resolution No. 16-030 authorizing the lease of City owned parking lots to the Chamber of Commerce on the 4th of July to generate revenue that will be used exclusively to defray the cost of the community fireworks display. Motion Carried.

**Item 2. Addendum to Agreement with Syringa Property Management Services at 106 Homestead Avenue.
(Resolution No. 16-030)**

Renata McLeod, Municipal Services Director, is requesting approval of an addendum to the agreement with Syringa Property Management for management of city-owned units at 106 Homestead Avenue. Mrs. McLeod noted in her staff report that the City Council approved a ratification of an agreement with Syringa Property Management at the June 7, 2016 Council meeting through Resolution No. 16-028. There were a few areas within the agreement that needed clarification, which this addendum should clarify. This addendum reflects that Syringa and the City do not desire to have an on-site property manager, provides clarifications regarding the accounting for the property, and amends the level for authorization of expenses from \$1,000 to \$500.00.

MOTION: by Miller, seconded by Evans, to recommend that Council adopt Resolution No. 16-030 approving an addendum to the agreement with Syringa Property Management for Management of City-owned units at 106 Homestead Avenue. Motion Carried.

**Item 3. Declaration of Surplus Patrol, Investigations and Range Vehicles.
(Resolution No. 16-030)**

Chief Lee White, Police Department, is requesting Council authorize the declaration of five (5) city owned vehicles purchased by the General Fund as surplus and sell at auction.

Vehicle Surplus List

2003 Chevrolet Impala - 2G1WF55K439315290	87,000 miles
2003 Chevrolet Impala - 2G1WF55K639310933	102,000 miles
2005 Chevrolet Impala - 2G1WF55K459172327	150,000 miles
2005 Chevrolet Impala - 2G1WF55K459306186	82,000 miles
1987 Ford E350 Box Van – 1FDKE37LOHHC10778	67,000 miles

Chief White noted there is no financial impact to the City, other than minimal costs of transportation to Post Falls for auction. The auctioneer receives a 20% commission for sales between \$500 and \$999, 15% commission for sales up to \$1000 and 10% for sales over \$1000. Any financial gain from the sale of these surplus vehicles will be returned to the General Fund.

Chief White introduced Steve Moran as the new Fleet Manager for the Police Department.

MOTION: by Evans, seconded by Miller, to recommend that Council adopt Resolution No. 16-030 authorizing the surplus of five (5) vehicles assigned to the Police Department as surplus and sell at an auction. Motion Carried.

Item 4. Justice Assistance Grant and MOU with Kootenai County.
(Resolution No. 16-030)

Chief White is requesting Council allow staff to apply for and receive a total of \$69,382 Department of Justice, Office of Justice Programs, and Bureau of Justice Assistance allocation grant. The grant allows \$49,025 for the PD and \$20,357 to the Kootenai County Sherriff's Office to be used for technological advancements or other projects within acceptable guidelines. Chief White said the PD receives the JAG grant annually. The amount varies depending on how much funds the Department of Justice chooses to allocate. This year the department will be utilizing the funds to:

- Acquire new computer and video recording technologies for 2 patrol vehicles to in an effort to improve accessibility to data, improved audio / video recording to work in parallel with body worn cameras, to move from the cab of a vehicle to a total mobile solution in the field, and possibly pave the way to replacing aging technology in the vehicles at a fleet scale.
- Purchase new audio recorders to replace antiquated ones not functioning in the new Windows 10 environment.
- Acquire new ruggedized mobile data computers for key personnel at the Police Department.

Council Member Miller asked how many years the PD has been receiving these funds. Chief White said he is not certain but at least the past 6 years. Council Member Miller asked how the funds are allocated. Again, Chief White said he is not certain but he know our portion varies depending on the size of the City in relation to the size of the County and things of that nature. The needs of the County and the City are also taken into consideration. However, this is not a competitive grant as much as an allocation grant.

MOTION: by Evans, seconded by Miller, to recommend that Council adopt Resolution No. 16-030 authorizing the Police Department to apply for and obtain the 2016 JAG allocation grant for the purchasing of computer, video, and audio recording technology. Motion Carried.

The meeting adjourned at 1:15 p.m.

Respectfully submitted,

[Juanita Knight](#)

Recording Secretary

DATE: JUNE 15, 2016

TO: MAYOR AND CITY COUNCIL

FROM: PLANNING DEPARTMENT

RE: SETTING OF PUBLIC HEARING DATE: JULY 19, 2016

Mayor Widmyer,

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

<u>ITEM NO.</u>	<u>REQUEST</u>	<u>COMMISSION ACTION</u>	<u>COMMENT</u>
A-2-16	Applicant: City of Coeur d'Alene Location: Blackwell Island Request: A proposed annexation from County RR to City C-17	Recommended approval	Legislative

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **July 19, 2016**

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kathy Lewis 6/3/2016
Department Name Employee Name Date
Request made by: Esther Webb 208 704-8293
Name Phone
2276 West Windermere Coeur d'Alene, ID 83815
Address

The request is for: / / Repurchase of Lot(s)
☒ Transfer of Lot(s) from Esther Webb to Daniel James Webb

Niche(s): _____

Lot(s): 230, _____, _____, _____, _____, _____, _____ Block: C Section: Riverview

Lot(s) are located in / / Forest Cemetery ☒ Forest Cemetery Annex (Riverview).

Copy of ☒ Deed or / / Certificate of Sale must be attached.

Person making request is ☒ Owner / / Executor* / / Other* _____

*If "executor" or "other", affidavits of authorization must be attached.

Title transfer fee (\$ 46.00) attached**.

**Request will not be processed without receipt of fee.

Cashier Receipt No.: 1029219

ACCOUNTING DEPARTMENT Shall complete the following:

- Attach copy of original contract.

Vonnie Jensen
Accountant Signature

CEMETERY SUPERVISOR shall complete the following:

1. The above-referenced Lot(s) is/are certified to be vacant: ☒ Yes / / No
2. The owner of record of the Lot(s) in the Cemetery Book of Deeds is listed as:
Esther Webb
3. The purchase price of the Lot(s) when sold to the owner of record was \$ 500 - per lot.

[Signature] 6/8/16
Supervisor's Init. Date

LEGAL/RECORDS shall complete the following:

1. Quit Claim Deed(s) received: / / Yes / / No.

Person making request is authorized to execute the claim: MCE

6/8/16
Attorney Init. Date

I certify that all requirements for the transfer/sale/repurchase of cemetery lot(s) have been met and recommend that that transaction be completed.

City Clerk's Signature

Date

COUNCIL ACTION

Council approved transfer/sale/repurchase of above-referenced Lot(s) in regular session on:

Mo./ Day /Yr.

CEMETERY SUPERVISOR shall complete the following:

Change of ownership noted/recorded in the Book of Deeds: / / Yes / / No

Cemetery copy filed / /; original and support documents returned to City Clerk / /

Cemetery Supervisor's Signature

Date

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

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

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

[Office Use Only] Amt Pd 133.32 CL 1001
Rec No 1035840
Date 06-10-16
Date to City Council: 6/21/16
Reg No. _____
License No. _____
Rv _____

Date that you would like to begin alcohol service Now

Check the ONE box that applies:

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

Business Name	<u>Sweet Lou's</u>	
Business Mailing Address	<u>477272 Hwy 95</u>	
City, State, Zip	<u>Ponderay ID 83852</u>	
Business Physical Address	<u>601 E. Front St #101</u>	
City, State, Zip	<u>Coeur d'Alene ID 83814</u>	
Business Contact	Business Telephone : <u>208-304-7059</u>	Fax: _____
	Email address: <u>ched@sweetlassidaho.com</u>	
License Applicant	<u>Forst Restaurants, Inc</u>	
If Corporation, partnership, LLC etc. List all members/officers	<u>Ched D. Forst pres.</u> <u>Margaret R. Forst V.P.</u>	

To : City Council
 Date: May 16, 2016
 Re: Fireworks Stands 2016
 From: Kathy Lewis, Deputy City Clerk



The following are requesting permission to operate a Fireworks Stand in the City at the following locations:

	Location	Operated by	Distributor	
1	Albertsons 220 Ironwood Dr	Loren Andy Flournoy 23310 E Inlet Dr #9 Liberty Lake WA 99019	TNT Fireworks S 104 Freya White Bldg #120B Spokane WA 99202	
2	Fred Meyer 560 W Kathleen	Eric Campbell 4316 Saw Blade Lane #104 Coeur d'Alene ID 83814	TNT Fireworks S 104 Freya White Bldg #120B Spokane WA 99202	
3	Safeway 1001 N Fourth St	Eric Campbell 4316 Saw Blade Lane #104 Coeur d'Alene ID 83814	Eric Campbell 4316 Saw Blade Lane #104 Coeur d'Alene ID 83814	
4	Safeway 101 W Neider	Juan Weinberguer 3240 Park Ridge Loop #103 Post Falls, ID 83854	TNT Fireworks S 104 Freya White Bldg #120B Spokane WA 99202	
5	Skate Plaza 5685 N Pioneer	Rolling Thunder Fireworks Dan Holmes 29825 North 6 th Athol 83801	Thunder Fireworks 5207 187 St East Tacoma WA 98446	
6	Super 1 Foods 305 W Kathleen	Ryan True 14904 North Gleneden Spokane WA 99208	TNT Fireworks S 104 Freya White Bldg #120B Spokane WA 99202	
7	Silver Lake Mall 200 W Hanley	Linda and Michael Morgan 16151 N Marble Lane Hayden ID 83835	TNT Fireworks S 104 Freya White Bldg #120B Spokane WA 99202	
8	Walgreens 225 W Appleway	Journey – CDA Troy Carpenter 1604 West Lee Ct CDA ID 83814	TNT Fireworks 104 S Freya White Bldg #120B Spokane WA 99202	
9	Ramsey & Appleway	Eric Campbell 4316 Saw Blade Lane #105 Coeur d Alene ID 83814	TNT Fireworks 104 S Freya White Bldg #120B Spokane WA 99202	
10	Runges Furniture 303 Spokane	Eda Darwood 8505 Peach Lane Missoula MT 59801	Big Boom Fireworks 8505 Peach Lane Missoula MT 59801	

RESOLUTION NO. 16-030

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE BELOW-DESCRIBED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE, SPECIFICALLY: AN AGREEMENT WITH GE WATER & PROCESS TECHNOLOGIES, INC., FOR THE SOLE-SOURCE PROCUREMENT OF TERTIARY MEMBRANE FILTRATION EQUIPMENT; APPROVAL OF FINAL PLAT, SUBDIVISION AGREEMENT AND SECURITY FOR COEUR D'ALENE PLACE 26TH ADDITION (S-3-12); A LEASE WITH THE CHAMBER OF COMMERCE FOR USE OF CITY OWNED PARKING LOTS FOR THE 4TH OF JULY; AN ADDENDUM TO THE AGREEMENT WITH SYRINGA PROPERTY MANAGEMENT SERVICES FOR 106 HOMESTEAD AVENUE; DECLARATION OF SURPLUS PATROL, INVESTIGATIONS, AND RANGE VEHICLES; AND AN INTERLOCAL AGREEMENT WITH KOOTENAI COUNTY REGARDING THE 2016 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD.

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

- A) Approval of an Agreement with GE Water & Process Technologies, Inc., for the sole-source procurement of tertiary membrane filtration equipment;
- B) Approval of Final Plat, Subdivision Agreement and Security for Coeur d'Alene Place 26th Addition (S-3-12);
- C) Approval of a Lease with the Chamber of Commerce for use of City owned parking lots for the 4th of July;
- D) Approval of an Addendum to the Agreement with Syringa Property Management Services for 106 Homestead Avenue;
- E) Declaration of Surplus Patrol, Investigations, and Range vehicles; and
- F) Approval of an Interlocal Agreement with Kootenai County regarding the 2016 Byrne Justice Assistance Grant (JAG) program award;

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, in substantially the forms attached hereto as Exhibits "A through F" 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 21st day of June, 2016.

Steve Widmyer, Mayor

ATTEST

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER ENGLISH Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

**CITY COUNCIL
STAFF REPORT**

DATE: June 21, 2016

FROM: James Remitz, Wastewater Capital Program Manager

SUBJECT: Approval of an Agreement with GE Water & Process Technologies for the Sole Source Procurement of the Tertiary Membrane Filtration Equipment

DECISION POINT:

The City Council is requested to approve the agreement with GE Water & Process Technologies, Inc. for the sole source procurement of the Tertiary Membrane Filtration Equipment for the Coeur d'Alene Advanced Wastewater Treatment Facility's Tertiary Treatment, Phase 2 Project, pursuant to Council Action of April 5, 2016.

HISTORY:

Approval for the sole source procurement, authorization for Wastewater Staff to negotiate and Mayor to execute a purchase agreement for said membrane filtration equipment was granted during the March 21, 2016 Public Works Committee and the April 5, 2016 City Council Meeting. (Resolution No. 16-017)

FINANCIAL ANALYSIS:

Funding for this agreement is provided by a Clean Water State Revolving Loan from Idaho Department of Environmental Quality and the April 2013 Judicial Confirmation to incur the debt. The loan will be repaid by wastewater user charges.

DISCUSSION:

Wastewater staff, along with the project engineering consultant, have negotiated the attached agreement with GE Water & Process Technologies, Inc. that will provide the membrane filtration equipment necessary for the Tertiary Treatment Phase 2 project. The agreement has been reviewed by legal staff.

RECOMMENDATION:

Approval of the attached Agreement with GE Water & Process Technologies, Inc. for the Tertiary Treatment Phase 2 Membrane Filtration Equipment.

AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of June, 2016 is between the City of Coeur d'Alene, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Idaho, hereinafter referred to as the "City" or "Buyer", and Zenon Environmental Corporation d/b/a GE Water & Process Technologies, a corporation duly organized and existing under and by virtue of the laws of the state of Michigan, with its principal place of business at 3239 Dundas Street West, Oakville, Ontario L6M 4B2, Canada, hereinafter referred to as "Seller".

Buyer and Seller, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - GOODS AND SPECIAL SERVICES

1.01 Seller shall furnish the Goods and Special Services as specified or indicated in the Contract Documents.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Goods and Special Services to be provided under the Contract Documents may be the whole or only a part is generally described as follows:

City of Coeur d'Alene Wastewater Department - Tertiary Treatment Phase 2 Membrane Pre-Purchase.

ARTICLE 3 - ENGINEER

3.01 The Contract Documents for the Goods and Special Services have been prepared by HDR Engineering, Inc., who is hereinafter called "Engineer" and who is to assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the furnishing of Goods and Special Services.

ARTICLE 4 - POINTS OF DESTINATION

4.01 *Points of Destination*

A. The places where the Goods are to be delivered are defined in the STANDARD GENERAL CONDITIONS FOR PROCUREMENT CONTRACTS as the Points of Destination and designated as:

Coeur d'Alene Advanced Wastewater Treatment Facility
881 W. Hubbard Ave.
Coeur d'Alene, ID 83814

B. The place of delivery specified therein shall be firm and fixed, provided that Buyer may notify Seller no later than forty-five (45) calendar days prior to the scheduled shipment date of the products of an alternate point of delivery (Alternate Delivery Site). Provided the parties agree to a variation to take into account any additional cost or delay incurred by Seller in implementing this change, the Alternate Delivery Site shall become the agreed place of delivery for all purposes under this Agreement. In such event the following conditions shall apply: (i) title and risk of loss shall pass to the Buyer upon delivery of the products to the Alternate Delivery Site; (ii) any amounts payable to the Seller upon delivery or shipment shall become payable upon delivery of the products to the Alternate Delivery Site; (iii) any additional expenses incurred by the Seller in connection with such shipment to storage shall become payable by the Buyer upon submission of the Seller's invoice(s) (including but not limited to costs of any additional transportation, preparation for and placement into storage, handling, inspection, preservation, insurance, storage, removal charges and any applicable taxes); (iv) transportation of the products from the storage facility to their place of installation shall be the Buyer's responsibility; and, (v) if the Contract includes Special Services, subject to the terms and conditions in the Contract the Seller shall resume provision of Special Services to Buyer when instructed to do so by Buyer provided that all amounts due hereunder plus any cost incurred by Seller in delaying such Services have been paid.

ARTICLE 5 - CONTRACT TIMES

5.01 Time of the Essence

- A. All time limits for Milestones, the delivery of Goods and the furnishing of Special Services as stated in the Contract Documents are of the essence. The statement herein that time is of the essence shall not be construed to limit the Seller's cure rights as set forth in the Contract Documents upon default, or any other provision of the Contract Documents or under applicable law that would afford Seller a time certain or a reasonable time to perform its contractual obligations.

5.02 Dates for Goods and Special Services

- A. Special Services required by the Contract Documents will be performed pursuant to the schedule set forth:

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>CONTRACT TIMES</u>	<u>CALENDAR DAYS</u>
1	Shop Drawing Submittals		
a	Preliminary Process & Instrumentation Drawings	Time Period after Notice to Proceed	14
b	Individual Annotated Equipment Data Technical Cut Sheets including Mechanical Bill of Materials (BOM)	Time Period after Notice to Proceed	42
c	Instrumentation Power and Control Wiring Diagrams and Final Process and Instrumentation Drawings	Time Period after Notice to Proceed	42
d	Electrical Power Drawings	Time Period after Notice to Proceed	42
e	Control Panel I/O Wiring Drawings and Annotated Electrical Equipment Data Technical Cut Sheets	Time Period after Notice to Proceed	56
2	Preliminary O&M Manual	Time Period after Notice to Proceed with Fabrication	60
3	Installation Manuals	Time Period after Notice to Proceed with Fabrication	90
4	Completion of Pre-demonstration Period	Time Period after Construction Contractor states equipment is ready for commencement of manufacturer's field services ¹	35
5	Completion of Functional Demonstration Period	Time Period after the Construction Contractor has corrected all punchlist items that affect the operation of the membrane system ²	14
6	Completion of Performance Demonstration Period	Time Period after Completion of Functional Testing	7
7	Completion of Operator Training	Time Period after Completion of Functional Testing	7
8	Final O&M Manual	Time Period after Completion of Functional Demonstration Period	7

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>CONTRACT TIMES</u>	<u>CALENDAR DAYS</u>
9	Acceptance Testing	Time Period after Completion of Performance Demonstration Period that Seller has to complete this task.	180

¹ No later than 750 calendar days after Notice to Proceed.

² No later than 28 days after completion of pre-demonstration period at which time, or before, Seller has notified Construction Contractor of punchlist items that affect operation of the membrane system.

1. Seller shall be provided a minimum of thirty (30) calendar days notification prior to each activity requiring such Special Services.
- B. The Goods are to be delivered FOB to the Point of Destination and ready for Construction. Delivery date shall be coordinated with the Construction Contractor prior to shipment. Contractor's receipt of delivery shall occur no later than the dates as listed below:

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>CONTRACT TIME</u>	<u>CALENDAR DAYS</u>
1	Goods, excluding Membrane Elements and Spare Parts	Time Period after Notice to Proceed with Fabrication	180
2	Membrane Elements and Spare Parts	Time Period after Notice to Proceed with Fabrication	180

1. Seller agrees it will not proceed with fabrication of goods until it has received Notice to Proceed with Fabrication from Buyer.

5.03 *Liquidated Damages*

- A. Buyer and Seller recognize that time is of the essence of this Agreement and that Buyer will suffer financial loss if the Goods are not delivered at the Point of Destination and ready for receipt of delivery by Buyer within the times specified for delivery of Goods and Special Services for each item in Paragraph 5.02, plus any extensions thereof allowed in accordance with Article 7 of the STANDARD GENERAL CONDITIONS FOR PROCUREMENT CONTRACTS. The parties also recognize that the timely performance of services by others involved in the Project are materially dependent upon Seller's specific compliance with the requirements for delivery of Goods and Special Services. Further, they recognize the delays, expense and difficulties involved in proving the actual loss suffered by Buyer if complete acceptable Goods are not delivered on time. Because the Buyer finds it impractical to calculate the actual cost of delays, it has adopted the following formula to calculate liquidated damages. Accordingly, the Seller agrees:

1. To pay (according to the following formula) liquidated damages for each calendar day beyond the number of calendar days established in this Agreement using the following formula:

$$LD = \frac{0.15 C}{T}$$

Where:

LD = liquidated damages per calendar day (rounded to the nearest dollar).

C = original Contract amount per item in Paragraph 6.01.

T = original time for Completion per item in Paragraph 5.02.A.

2. To authorize the Buyer to deduct these liquidated damages from any money due or coming due to the Seller.

3. The maximum total amount for liquidated damages shall be limited to fifteen (15) percent of the Total Contract Price in Article 6.
- B. The liquidated damages provided in this Specification Section shall be Buyer's sole and exclusive remedy for Seller's delay in achieving completion of furnishing the Goods or Special Services within the time specified in the Contract Documents. Seller shall have no liability to Buyer under this Article if Seller's delay causes no damages or losses to Buyer.
1. Should Buyer's overall project schedule demonstrate that Seller's delay in providing the Special Services will delay the bidding of the construction contract to install Seller's Goods then liquidated damages will be assessed.
 2. If Buyer's and/or Construction Contractor's schedule demonstrate that Seller's delay in providing the Goods and Special Services will delay the project then liquidated damages will be assessed.
- C. If Seller is prevented from achieving the delivery times, milestone submittal dates or response times as defined in Article 5.02.A., for any reason beyond Seller's reasonable control and not attributable to its actions or inactions, Seller shall not be assessed liquidated damages and shall be entitled to an adjustment of the Contract Times in an amount equal to the duration of the reason or event causing the delay in delivery.

ARTICLE 6 - CONTRACT PRICE

- 6.01 Buyer shall pay Seller for furnishing the Goods and Special Services in accordance with the Contract Documents in current funds pursuant to the schedule below:

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>PERCENTAGE OF CONTRACT PRICE</u>	<u>CONTRACT PRICE</u>
5.02.A.1.a.	Preliminary Process & Instrumentation Drawings	2	\$ 66,000.00
5.02.A.1.b.	Individual Annotated Equipment Data Technical Cut Sheets including Mechanical Bill of Materials (BOM)	2	\$ 66,000.00
5.02.A.1.c.	Instrumentation Power and Control Wiring Diagrams and Final Process and Instrumentation Drawings	2	\$ 66,000.00
5.02.A.1.d.	Electrical Power Drawings	2	\$ 66,000.00
5.02.A.1.e.	Control Panel I/O Wiring Drawings and Annotated Electrical Equipment Data Technical Cut Sheets	2	\$ 66,000.00
5.02.A.2.	Approval of Preliminary O&M Manuals	5	\$ 165,000.00
5.02.A.4.	Completion of Pre-Demonstration Period	5	\$ 165,000.00
5.02.A.5.	Completion of Functional Demonstration Period	5	\$ 165,000.00
5.02.A.6.	Completion of Performance Demonstration Period	5	\$ 165,000.00
5.02.A.7.	Completion of Operator Training	5	\$ 165,000.00
5.02.A.8.	Delivery of Approval Final O&M Manuals, Project Record Documents, and As-Built Record Drawings	5	\$ 165,000.00
5.02.A.9.	Completion of Acceptance Testing	10	\$ 330,000.00
5.02.B.1.	Delivery of Goods, excluding membrane elements and spare parts	40	\$ 1,320,000.00
5.02.B.2.	Delivery of Membrane Elements and Spare Parts	10	\$ 330,000.00
TOTAL CONTRACT PRICE:			\$ 3,300,000.00

TOTAL CONTRACT PRICE: Three million three hundred thousand dollars.

ARTICLE 7 - PAYMENT PROCEDURES

7.01 Submittal and Processing of Payments

- A. Seller shall submit Applications for Payment in accordance with Article 10 of the STANDARD GENERAL CONDITIONS FOR PROCUREMENT CONTRACTS and Section 01 20 03 MEASUREMENT AND PAYMENT FOR PROCUREMENT CONTRACTS. Applications for Payment will be processed by Engineer as provided in the STANDARD GENERAL CONDITIONS FOR PROCUREMENT CONTRACTS.

7.02 Progress Payments

- A. Buyer shall make progress payments on account of the Contract Price on the basis of Seller's Applications for Payment as follows:
 - 1. Payments for all items listed in Article 6 will be made on successful completion or delivery of the Specials Services and/or Goods.

7.03 Final Payment

- A. Upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 10.06 of the STANDARD GENERAL CONDITIONS FOR PROCUREMENT CONTRACTS, Buyer shall pay the remainder of the Contract Price as recommended by Engineer.

ARTICLE 8 - INTEREST

All moneys not paid when due hereunder shall bear interest at the rate established for money due by express contract by Idaho Code Section 28-22-104(1), twelve (12) percent per annum.

ARTICLE 9 - SELLER'S REPRESENTATIONS

9.01 In order to induce Buyer to enter into this Agreement, Seller makes the following representations:

- A. Seller has examined and carefully studied the Contract Documents.
- B. If specified or if, in Seller's judgment, any local condition may affect cost, progress or the furnishing of the Goods and Special Services, Seller has visited the Point of Destination and become familiar with and is satisfied as to the local conditions that may affect cost, progress or the furnishing of the Goods and Special Services.
- C. Seller is familiar with and is satisfied as to all local federal, state and local Laws and Regulations that may affect cost, progress and the furnishing of the Goods and Special Services.
- D. Seller has carefully studied and correlated the information known to Seller, and information and observations obtained from Seller's visits, if any, to the Point of Destination, with the Contract Documents.
- E. Seller has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Seller has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Seller.
- F. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing Goods and Special Services.

- G. The Seller has provided test data from either full scale operation(s) or pilot test data from facilities of similar water quality to the Project as information and design concepts for its proprietary membrane system. In providing the information and design concepts for this Project, the Seller has considered and incorporated the concept of "linear scalability" into its design. Linear scalability means that: 1) the Seller has considered and evaluated the design and operational requirements and results of pilot testing, and 2) that the equipment provided by the Seller is warranted to produce water in proportion to the design and operational parameters established and demonstrated during pilot testing or full scale operation on similar waters.
1. The concept of linear scalability relates to the surface area of the membrane and to its corresponding ability to produce water as a dependent variable on an incremental and proportional basis. Dependant variables are the parameters of specific or instantaneous design (e.g. membrane flux, process flows, temperatures, times, maximum pressures, and chemical dosages or consumption) requirements for filtration, backwashing, cleaning, and integrity testing processes that are established on a module basis during piloting and/or incorporated into the unit and system design provided by the Seller to meet the design capacity requirements established in the Contract Documents.
 2. The concept of linear scalability excludes the independent variables that involve membrane removal performance and overall system performance established in the Contract Documents. Such independent variables include the water quality removal requirements, removal efficiency, and the minimum design requirements for Maintenance/Recovery Clean interval when the membrane system is operated within its intended process design range.
- H. Seller's relationship to the Buyer in performance of this Agreement is that of an Independent Contractor. The personnel performing services under this Agreement shall at all times be under the Seller's exclusive direction and control and not employees of the Buyer. Seller shall pay all wages, salaries and other amounts due to its employees in connection with this agreement and shall be responsible for all applicable state, federal, and local reports and obligations respecting them such as labor wages, social security, income tax withholding, unemployment compensation and similar matters.

ARTICLE 10 - CONTRACT DOCUMENTS

10.01 *Contents*

- A. The Contract Documents consist of the following:
1. This Agreement.
 2. Performance Bond for Procurement Contracts.
 3. Payment Bond for Procurement Contracts.
 4. Standard General Conditions for Procurement Contracts.
 5. Supplementary Conditions for Procurement Contracts.
 6. Specifications as listed in table of contents.
 7. Drawings as listed in table of contents.
 8. Exhibits to this Agreement:
 - a. Exhibit A-1: Section 00 50 14 - Assignment of Contract; Consent to Assignment; and Acceptance of Assignment
 - b. Exhibit A-2: Section 00 50 15 – Agreement to Assignment by Seller's Surety

9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed.
 - b. Written Amendment(s).
 - c. Change Order(s).
 - d. Field Order(s).
 - e. Engineer's Written Interpretation(s).
- B. The documents listed in Paragraph 10.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 10.
- D. The Contract Documents may only be amended, or supplemented as provided in Paragraph 3.04 of the STANDARD GENERAL CONDITIONS FOR PROCUREMENT CONTRACTS.

ARTICLE 11 - MISCELLANEOUS

11.01 *Defined Terms*

- A. Terms used in this Agreement will have the meanings indicated in the STANDARD GENERAL CONDITIONS FOR PROCUREMENT CONTRACTS and the SUPPLEMENTARY CONDITIONS FOR PROCUREMENT CONTRACTS.

11.02 *Assignment*

- A. Buyer has the right to assign the Contract for furnishing Goods and Special Services hereunder and Seller shall accept such assignment.
 1. Forms documenting the assignment of the Contract, and consent of Seller's surety to the assignment are attached as exhibits to this Agreement
 - a. Exhibit A-1: Section 00 50 14 - Assignment of Contract; Consent to Assignment; and Acceptance of Assignment.
 - b. Exhibit A-2: Section 00 50 15 - Agreement to Assignment by Seller's Surety.
 2. The Contract will be executed in the name of Buyer initially, and will be assigned to a Construction Contractor designated by Buyer. The assignment will occur on the effective date of the agreement between Buyer and the Construction Contractor, which is expected to occur September of 2016. As of the date of acceptance of assignment by the Construction Contractor, all references in the Contract Documents to Buyer shall mean the designated Construction Contractor whose responsibilities will include the installation and erection of the Goods.
 3. The Assignee shall provide the Buyer with a Labor and Material Payment Bond in the full amount of the general contract, including Seller's contract amount.
 4. Seller's contract shall be assigned "as is" with no new or additional terms and conditions being imposed upon Seller by the Assignee.

5. The assignment of the Contract shall relieve Buyer from all further obligations and liabilities under the Contract. After assignment, Seller shall become a subcontractor or supplier to the Assignee and, except as noted herein, all rights, duties, and obligations of Buyer under the Contract shall become the rights, duties and obligations of the Assignee. Provided, all goods provided by Seller to Buyer shall remain Buyer's property under the terms of the Agreement.
6. After assignment:
 - a. All performance warranties and guarantees required by the Contract Documents will continue to run for the benefit of Buyer and, in addition, for the benefit of the assignee.
 - b. Except as provided in this Paragraph 11.02.A.6.b., all rights, duties and obligations of Engineer to assignee and Seller under this Contract will cease.
 - 1) Engineer will review Seller's Applications for Payment and make recommendations to assignee for payments as provided in Paragraphs 10.02 and 10.06 of the STANDARD GENERAL CONDITIONS FOR PROCUREMENT CONTRACTS.
 - 2) Upon the written request of either the assignee or Seller, Engineer will issue with reasonable promptness such clarifications or interpretations of the Contract Documents, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. Such written clarifications and interpretations will be final and binding on assignee and Seller unless:
 - a) assignee or Seller initiate mediation pursuant to Article 13 of the STANDARD GENERAL CONDITIONS FOR PROCUREMENT CONTRACTS.
 - 3) When rendering a clarification or interpretation under Paragraph 11.02.A.6.b.2), Engineer will not show partiality to assignee or Seller and will not be liable in connection with any clarification or interpretation rendered in good faith.
 - c. Upon assignment, Seller shall provide Construction Contractor with revised insurance certificates listing both Construction Contractor and Buyer as additional insureds.

11.03 *Successors and Assigns*

- A. Buyer and Seller each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

11.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Buyer and Seller. The Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

11.05 *Limitations of Liability*

- A. Notwithstanding any other provisions of the Contract Documents, the Seller's total liability for direct damages arising at any time under any of the Contract Documents or otherwise in connection with completing the Contract (whether arising under breach of contract, tort, strict liability, or any other theory of law) shall not exceed the amount of the Contract Price. Notwithstanding anything to the contrary in the Contract Documents or otherwise, under no circumstances shall Seller be liable for any loss of profit or revenues, incidental, consequential, special, punitive or other indirect damages (other than liquidated damages expressly provided for in the Contract Documents), regardless of whether such damages arise under breach of contract, tort, strict liability, or any other theory of law. Seller's liability shall terminate twenty four (24) months after delivery of the last major equipment component or twelve (12) months after the date of Final Acceptance, whichever occurs latest.

11.06 *Environmental Protection Agency (EPA) Disadvantaged Business Enterprise (DBE) Rule*

- A. The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract.

11.07 *Designated Representatives*

- A. Buyer's Designated Representative:
Jim Remitz
Capital Program Manager
City of Coeur d'Alene Wastewater Department
710 E. Mullan Ave.
Coeur d'Alene, Idaho 83814
(208) 769-2278
jremitz@cdaid.org
- B. Seller's Designated Representative:
Grant Delsnyder
GE Power and Water
Water & Process Technologies - Project Manager
3239 Dundas Street West
Oakville, Ontario L6M 4B2
Canada
(905) 465-3030 x 3427
Grant.Delsnyder@ge.com

IN WITNESS WHEREOF, Buyer and Seller have signed this Agreement in duplicate. One counterpart each has been delivered to Buyer and Seller. All portions of the Contract Documents have been signed or identified by Buyer and Seller or on their behalf.

Buyer: CITY OF COEUR D'ALENE

Seller: _____

By: _____
Steve Widmyer, Mayor

By: _____

Title: _____

Attest: _____

Executed on June 21, 2016

Address for giving notice:

ATTEST BY:

Renata McLeod, City Clerk

APPROVED AS TO FORM:

Agent for service of process:

(If Seller is a corporation or a partnership, attach
evidence of authority to sign.)

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 21st day of June, 2016, before me, a Notary Public, personally appeared **Steve Widmyer** and **Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

STATE OF _____)
) ss.
County of _____)

On this ____ day of June, 2016, before me, a Notary Public, personally appeared _____, known to me to be the _____, of **Zenon Environmental Corporation d/b/a GE Water & Process Technologies**, 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 at _____
My Commission expires: _____

CITY COUNCIL STAFF REPORT

DATE: June 21, 2016
FROM: Christopher H. Bates, Engineering Project Manager
SUBJECT: **Coeur d'Alene Place 26th Addition: Final Plat, Subdivision Agreement and Security Approval**

DECISION POINT

Staff is requesting the following:

1. Approval of the final plat document, a twenty (20) lot residential development.
2. Approval of the subdivision agreement and bonding security.

HISTORY

- a. Applicant: Kevin Schneidmiller
Greenstone-Kootenai II, Inc.
1421 N. Meadowwood Lane
Suite 200
Liberty Lake, WA 99019
- b. Location: Thiers Drive, between Courcelles Pkwy and Baudelaire Dr. in the northwest quadrant of the Coeur d'Alene place development.
- c. Previous Action:
 1. Final plats of CdA Place through the 16th Addition 1994 – 2008.
 2. Final plats of CdA Place 17th – 23rd Additions, 2010 - 2014.
 3. Final plat of CdA Place 24th Addition - August 2015.
 4. Final plat of the CdA Place 25th Addition – September 2015.

FINANCIAL ANALYSIS

The developer is installing bonding security at 150% to insure the installation of the outstanding infrastructure improvements for the 26th Addition that have yet to be installed. The total security amounts to \$45,776.00.

PERFORMANCE ANALYSIS

Per the attached agreement, the developer has stipulated that installation of the outstanding public infrastructure will be completed by July 10, 2016. Should the developer fail to complete the installations, the City can attach the security and install, or, have installed, the uncompleted infrastructure.

DECISION POINT RECOMMENDATION

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

AGREEMENT TO PERFORM SUBDIVISION WORK

Coeur d'Alene Place 26th Addition

THIS AGREEMENT made this ____ day of June, 2016, between Greenstone-Kootenai II, Inc. whose address is 1421 Meadowwood Lane, Suite 200, Liberty Lake, WA, 99019, with Kevin Schneidmiller as President, hereinafter referred to as the "Developer," and, the City of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814-3956, hereinafter referred to as the "City,"

WHEREAS, the City has approved, subject to completion of the required improvements, the Coeur d'Alene Place 26th Addition subdivision, a twenty (20) lot residential development with one (1) common area tract in Coeur d'Alene, situated in the Southwest ¼ of Section 27, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, and, has agreed that the final plat may be recorded; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to complete the following public improvements: concrete sidewalk installation and trail system construction, as required under Title 16 of the Coeur d'Alene Municipal Code, on or before the 16th day of July, 2016. Said improvements are more particularly described on the submitted estimate dated June 6, 2016 attached as Exhibit "A", and, shown on the civil engineering drawings titled "Coeur d'Alene Place 26th Addition", dated March 7, 2016, stamped and signed by Doug J. Desmond, PE # 10886, whose address is Greenstone, 1421 Meadowwood Lane, Suite 200, Liberty Lake, WA, 99019, on file in the City of Coeur d'Alene Engineering Department's office and incorporated herein by reference.

The Developer, prior to recording the plat, shall deliver to the City, security in the amount of Forty Five Thousand Seven Hundred Seventy Six and 00/100 (\$45,776.00) securing the obligation of the Developer to complete the subdivision improvements referred to herein. The term of the security shall extend a minimum of one year beyond the time within which the improvements are to be completed as provided herein, and, a copy of such security is marked as Exhibit "B" attached hereto and by reference made a part hereof. The security shall be held until the completion and acceptance of the required installations shown on the approved plans. The security shall provide that upon the failure of the Developer to complete the improvements within the time herein provided, the City may demand the installed funds to complete, or, have the improvements completed. In the event the City completes the improvements as a result of the Developer's default, the Developer shall be responsible for any costs that exceed the posted security for the public improvements noted herein.

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

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


CITY OF COEUR D'ALENE

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

GREENSTONE-KOOTENAI II, INC.


Kevin Schneidmiller, President

[Agreement re: Resolution No. 15-____]



SUBDIVISION BOND

AMOUNT: \$45,776.00

BOND NO. SAIFSU0687759

KNOW ALL MEN BY THESE PRESENTS: THAT WE, Greenstone-Kootenai II, Inc.

1421 Meadowwood Lane, Suite 200, Liberty Lake, WA 99019

as Principal, and International Fidelity Insurance Company, a New Jersey corporation authorized to do business in the State of New Jersey, with its main bonding office at One Newark Center, 20th floor, Newark, New Jersey as Surety, are held and firmly bound unto the City of Coeur d'Alene, Idaho as Obligee, in the full and just sum of ***Forty Five Thousand Seven Hundred Seventy Six Dollars*** DOLLARS (\$ 45,776.00*****) lawful money of the United States, to the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED AND DATED THIS 7th day of June, 2016

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

at certain land known as, "Coeur d'Alene Place 26th Addition" all of which improvements

shall be maintained and completed on or before July 16, 2016.

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

ATTEST: Katherine Funk

PRINCIPAL: Greenstone-Kootenai II, Inc.

BY: [Signature]

International Fidelity Insurance Company

ATTEST: [Signature]

BY: Shawn M. Wilson
Shawn M. Wilson Attorney-in-Fact

POWER OF ATTORNEY
INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY

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

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

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

Spokane, WA.

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

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

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

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



STATE OF NEW JERSEY
County of Essex

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



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

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



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

CERTIFICATION

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

IN TESTIMONY WHEREOF, I have hereunto set my hand this

7th

day of June, 2016

MARIA BRANCO, Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/07/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER INTEGRITY UNDERWRITERS INC 5300 DERRY ST HARRISBURG, PA 17111	CONTACT NAME: Elaine Pritchard PHONE (A/C No. Ext): 866-454-2155 FAX (A/C No.): 717-581-1794 E-MAIL ADDRESS: coi@westernpacificmutual.com
INSURED GREENSTONE-KOOTENAI INC 1421 N MEADOWWOOD LANE, #200 LIBERTY LAKE WA 99019	INSURER(S) AFFORDING COVERAGE INSURER A: Western Pacific Mutual Insurance Company, a RRG INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			WPGL4600053015	09/28/2016	09/28/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

CITY OF COEUR D'ALENE 710 E MULLAN AVE COEUR D'ALENE, ID 83814-3956	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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FINANCE DEPARTMENT
Staff Report

DATE: June 13, 2016
FROM: Jim Hammond, City Administrator
SUBJECT: Leasing of the City owned parking lots to the Coeur d'Alene Chamber of Commerce on the 4th of July

DECISION POINT:

To lease the City owned parking lots to the Chamber of Commerce on the 4th of July to generate revenue that will be used exclusively to defray the cost of the community fireworks display.

HISTORY:

This proposal from the Chamber, and previously recommended by the Parking Commission, would allow the Chamber to lease the City owned parking spaces from the City for \$7.00 per space, the current fee for an event parking space. It is anticipated that this lease will generate approximately \$8,400 to the City's parking fund. The Chamber is proposing to charge \$15.00 per car for parking on the 4th of July in order to generate income to assist with the cost of the fireworks display. The estimated cost of the fireworks display is \$30,000.00. The Chamber has taken on more responsibility for the traffic control expense on that day and will be paying for 27 traffic flaggers. This would be the seventh year of this partnership.

FINANCIAL ANALYSIS:

The Parking Fund, which receives no property taxes, is the recipient of these funds and with this proposal there would be no negative impact to the revenue anticipated from use of the City owned parking lots. 40% of the net income from the Parking Fund goes to the Parks Capital Improvement Fund, which is used to develop parks. If the Chamber were to charge \$15.00 for event parking the gross income to the Chamber should be approximately \$9,600.00 which would be used to defray the cost of the community fireworks display. This proposal includes the following parking facilities: McEuen, Museum, Memorial Field and the gravel area, Independence Point, 4th and Coeur d'Alene as well as the upper Library lot, the paved lot south of City Hall. The Police Department will be using the lower City Hall parking lot which borders McEuen Field as a staging area for personnel.

PERFORMANCE ANALYSIS:

The revenue generated by this partnership would go to a dedicated fund for the community fireworks. The Chamber does not have a direct method to collect funds for this annual celebration.

DECISION POINT: To lease the City owned parking lots to the Chamber of Commerce on the 4th of July to generate revenue that will be used exclusively to defray the cost of the community fireworks display.



City Hall, 710 E. Mullan Avenue
Coeur d' Alene, Idaho 83814
(208)769-2300
www.cdavid.org

June 21, 2016

Mr. Steve Wilson, Executive Director
Coeur d'Alene Chamber of Commerce
105 N First Street, Ste. 100
Coeur d'Alene, ID 83814

RE: 4th of July Parking Lot Lease Agreement

Dear Mr. Wilson:

Pursuant to City Council Resolution No. 16-030, approved on June 21, 2016, this letter will serve as the Lease Agreement between the City of Coeur d'Alene (lessor) and the Coeur d'Alene Chamber of Commerce (lessee) for the following listed City parking lots for July 4, 2016:

- Paved lot south of City Hall
- Independence Point lot
- Museum lot
- 4th & Coeur d'Alene lot
- Coeur d'Alene Public Library
- McEuen Park Parking Facility

The term of the lease shall be 24 hours, starting at midnight on July 3, 2016 and ending at midnight July 4, 2016.

The rental amount for the lease shall be \$7.00 per space payable to the City of Coeur d'Alene Parking Fund. Payment shall be made by or before July 31, 2016.

The lessee agrees that it will charge no more than \$15.00 per space for all parking spaces during the term of the lease.

Please sign this Lease Agreement and return it to the City Clerk. Thank you for your attention to this matter.

APPROVED:

Steve Widmyer, Mayor

By: _____
Coeur d'Alene Chamber of Commerce

ATTEST:

Its: _____

Renata McLeod, City Clerk

Date: _____

Date: _____

**Addendum to Housing Management Agreement dated May 17, 2016
between the City of Coeur d'Alene (the "Owner") and Syringa Property
Management, Inc. (the "Agent").**

The parties agree to the following modifications to the Housing Management Agreement:

Section 2.03 On-Site Management: The Agent shall designate a manager for the Development. Nothing herein shall require the Agent to maintain an office on-site and the Agent's manager shall not reside in the Development.

Section 3.03 Resident Selection Policy:

- A. The Agent shall show the premises to prospective residents and shall follow the resident selection policy.
- B. Admission to the Development shall be limited to persons whose incomes do not exceed the limits prescribed by HUD according to the development plan.
- C. No unit shall be rented to an employee of the Agent.

Section 4.01 Operating Account:

- A. The Agent shall collect when due all rents, fees, and other charges receivable in connection with the management and operation of the Development. Such receipts shall be deposited in an account, separate from all other accounts and funds of the Agent, with a bank whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC). The account shall be designated "Homestead Apartments Operating Account."
- B. The Agent shall pay expenses out of the rents collected, including the Agent's monthly fee, out of the Operating Account.
- C. The Agent shall provide the City with a monthly accounting of the collections and expenses.
- D. The Agent shall remit to the City on a monthly basis any revenue in excess of the collections less expenses paid.

Section 5.03 Agent's Authority:

- A. Subject to the provisions of Paragraph "B" below, the Agent is authorized to purchase all materials, equipment, tools, appliances, supplies, and services necessary for proper maintenance and repair of the buildings, equipment and grounds.
- B. The prior approval of the Owner is required for any expenditure which exceeds ~~\$1,000~~ \$500 in any one instance or to incur liabilities for or to the Owner, direct or contingent, in excess of \$5,000, except for recurring expenses within the limits of the Operating Budget,

emergency repairs involving manifest danger to persons or property, or repairs required to avoid suspension of any necessary service to the Development. In the latter events, the Agent shall inform the Owner of the facts as soon as possible.

DATE this 21st day of June, 2016

ACCEPTED BY:

Owner: **City of Coeur d'Alene**

ADDRESS: 710 E. Mullan Avenue, Coeur d'Alene, ID 83814

BY: _____

TITLE: Steve Widmyer, Mayor

WITNESS: _____

TITLE: Renata McLeod, City Clerk

AGENT: Syringa Property Management, Inc.

ADDRESS: 1277 Shoreline Ln

Boise, Idaho 83702

BY: _____

TITLE: Dianne Hunt, President

WITNESS: _____



Coeur d'Alene Police Department

Protect and Serve with Excellence

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

CITY COUNCIL STAFF REPORT

DATE: June 21st, 2016
FROM: Steve Moran – Fleet Manager
SUBJECT: Declaration of Surplus Patrol, Investigations and Range Vehicles

Decision Point

Should the City Council authorize the declaration of five (5) City owned vehicles purchased by the General Fund as surplus and sell at an auction?

History

The Chevrolet Impalas were purchased brand new and used as Patrol vehicles, with two of them later being transferred to the Investigations Division, the third to a Canine vehicle and the fourth was transferred to an SRO vehicle. The Canine and SRO vehicles have been unreliable in recent years with reoccurring mechanical issues. The 1987 Ford E350 Box Van was acquired by the Police Department from the Waste Water Department in 2010, who received it from the Storm Water Department in 1997. This Van was used by our Firearms Staff for transporting equipment to training locations, but it has become unreliable due to mechanical issues.

These vehicles have reached the end of their usable life within the Department. Due to vehicle condition, maintaining the vehicles would be cost prohibitive.

Financial Impact

There is no financial impact to the City, other than minimal costs of transportation to Post Falls for auction. The auctioneer receives a 20% commission for sales between \$500 and \$999, 15% commission for sales up to \$1000 and 10% for sales over \$1000.

Any financial gain from the sale of these surplus vehicles will be returned to the General Fund.

Decision Point/Recommendation

Staff recommends the City Council authorize the declaration of five (5) vehicles assigned to the Police Department as surplus and sell at an auction.

Vehicle Surplus List

2003 Chevrolet Impala - 2G1WF55K439315290	87,000 miles
2003 Chevrolet Impala - 2G1WF55K639310933	102,000 miles
2005 Chevrolet Impala - 2G1WF55K459172327	150,000 miles
2005 Chevrolet Impala - 2G1WF55K459306186	82,000 miles
1987 Ford E350 Box Van – 1FDKE37LOHHC10778	67,000 miles

**GENERAL SERVICES COMMITTEE
STAFF REPORT**

DATE: June 1, 2016
FROM: Sgt. Bill Tilson Jr.
SUBJECT: Justice Assistance Grant and MOU with Kootenai County

=====

DECISION POINT: Staff requests that Council allow the Coeur d'Alene Police Department to apply for and receive a total of \$69,382 Department of Justice, Office of Justice Programs, and Bureau of Justice Assistance allocation grant. The grant allows \$49,025 for the Coeur d'Alene Police Department and \$20,357 to the Kootenai County Sheriff's Office to be used for technological advancements or other projects within acceptable guidelines.

HISTORY: The Edward Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S.C. § 3751(a)) is the primary provider of federal criminal justice funding to state and local jurisdictions. The JAG Program provides states and units of local governments with critical funding necessary to support a range of program areas including law enforcement; prosecution and court programs; prevention and education programs; corrections and community corrections; drug treatment and enforcement; crime victim and witness initiatives; and planning, evaluation, and technology improvement programs. The Department has been a recipient for many years and, as required by the grant, is the administering agency for the two (2) Departments. The City has routinely entered into the Memorandum of Understanding with the Kootenai County Board of Commissioners in the past. The Memorandum of Understanding was developed years ago with the aid of the City Attorney's Office. This is an allocation grant rather than a competitive grant.

FINANCIAL ANALYSIS: The grant award is for \$69,382, with \$49,025 specifically to the Coeur d'Alene Police Department. The grant does not require a match and is used to purchase technological equipment that otherwise would have been requested through common budget protocols. These funds will be used under the guidance of the grant requirements without additional cost to the City.

PERFORMANCE ANALYSIS: The Department will be utilizing the funds to:

- Acquire new computer and video recording technologies for 2 patrol vehicles to in an effort to improve accessibility to data, improved audio / video recording to work in parallel with body worn cameras, to move from the cab of a vehicle to a total mobile solution in the field, and possibly pave the way to replacing aging technology in the vehicles at a fleet scale.
- Purchase new audio recorders to replace antiquated ones not functioning in the new Windows 10 environment
- Acquire new ruggedized mobile data computers for key personnel at the Police Department.

All technologies will be used in a federally compliant environment with a key focus of preventing unauthorized users from gaining access to the sensitive information.

DECISION POINT/RECOMMENDATION: Staff requests that the Council allow the Police Department to apply for and obtain the 2016 JAG Allocation grant for the purchasing of computer, video, and audio recording technology.

CITY SECRETARY
CONTRACT NO. _____

THE STATE OF IDAHO
COUNTY OF KOOTENAI

KNOW ALL BY THESE PRESENT:

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF COEUR D'ALENE, IDAHO
AND KOOTENAI COUNTY, IDAHO
REGARDING THE
2016 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this ____day of June, 2016, by and between **KOOTENAI COUNTY**, acting by and through its governing body, the Board of County Commissioners, hereinafter referred to as "COUNTY," and the **CITY OF COEUR D'ALENE**, acting by and through its governing body, the City Council, hereinafter referred to as "CITY," both of Kootenai County, State of Idaho.

Witnesseth:

WHEREAS, the Agreement is made under the authority of Section 67-2328, Idaho Code; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds; and

WHEREAS, the CITY agrees to provide the COUNTY \$20,357 from the JAG award for the 2016 JAG Program;

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY agrees to pay COUNTY a total of \$20,357 of JAG funds.

Section 2.

COUNTY agrees to use \$20,357 for the purchasing of mobile data computers for the Kootenai County Sheriff's Office.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Idaho Tort Claims Act.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the Idaho Tort Claims Act.

Section 5.

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF COEUR D'ALENE

KOOTENAI COUNTY

Steve Widmyer, Mayor

David Stewart, Chairman
Kootenai County Board of Commissioners

Date: _____

Date: _____

Attest:

Attest:
Jim Brannon, Clerk

By: _____
Renata McLeod, City Clerk

By: _____
Deputy Clerk

ANNOUNCEMENTS

OTHER BUSINESS

City of Coeur d'Alene
FIRE DEPARTMENT
"City of Excellence"

Staff Report

Date: 6-14-16

From: Jim Washko, Deputy Chief

Re: Building of a Storage Facility (Fire), Office/Storage (PD), Car Port (PD)

DECISION POINT: To accept the bid from Ginno Construction for \$848,000 to construct the three projects stated above and approve the use of Police Department Impact Fees to build out the Police Department office space.

HISTORY: The General Obligation Bond approved plan for the storage facility originated from a need to house Fire Department equipment that is stored outside 12 months of the year. This destroys the paint, tires, and interior. The plan was then enhanced to create 2,400 square feet of office space in the pole building for the PD. Modifications to the plans, in order to save costs, have included splitting the building to reduce the square footage per building, thus lessening the costs in regards to fire code items. This modification created two buildings, a storage building for Fire and an office/storage building for Police. The PD Car Port was also in the GO Bond Project list. With all of the projects being in the same vicinity it made sense to consider bidding the multiple plans as one project which allowed for a lower combined cost and one general contractor.

FINANCIAL ANALYSIS: Bidding all three projects together allowed the City to receive bids from three General Contractors with Ginno Construction being the lowest bidder at a cost of \$848,000. \$810,000 was included in the General Obligation Bond. The total project cost is anticipated to be \$912,000. The total anticipated cost includes office space for the PD, A&E Fees, electrical service installation, and improvements to the parking area at the PD. The funding source for the \$102,000 needed to complete the projects is Police Department Impact Fees. The 2,400 square feet of office space is being acquired for \$42.50 per square foot.

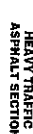
PERFORMANCE ANALYSIS: The advantages of this project are to build all three projects in the same approximate location and to use one contractor for the entire project. The Police Department will gain 2,400 square foot of office space that will help with continued growth. There will be a drive thru bay for their new command trailer, a designated work area for radio, computer maintenance and repair, enclosed storage and an open bay for other equipment when needed and 19 new parking spaces outside of the office/storage building on the PD property. The carport will create 14 covered parking places next to the existing PD building with electrical connections to maintain their in-car electronics when parked.

The Fire Department storage building will allow storage for all of the Technical Rescue, Reserve apparatus and equipment in the same location, out of the weather for preservation, and a quicker response when needed. The building will also have an enclosed logistic area and loft for storage of seasonal and backup equipment in one central location which will reduce clutter at the stations and create a more efficient accounting and maintenance process.

DECISION POINT/RECOMMENDATION: To accept the bid from Ginno Construction for \$848,000 to construct the three projects stated above and approve the use of Police Department Impact Fees to build out the Police Department office space.

GRADING AND DRAINAGE PLAN
COEUR D'ALENE, DIRE DEPARTMENT, RAMSEY SHOP,
LOT 2, SCHREIBER ADDITION, IN A PORTION OF NW¼ SEC. 2, T. 50 N., R. 4 W., B.M.,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

STATE OF CALIFORNIA - DEPARTMENT OF ENVIRONMENTAL QUALITY
STORMWATER BEST MANAGEMENT (BMP's) TO BE FOLLOWED:

STANDARD TRAFFIC
ASPHALT SECTION

- 1**



GRAPHIC SCALE



-

1. **THE COMPANY HAS A STRONG RECORD OF GROWTH AND INNOVATION, AND IS WELL-POSITIONED TO TAKE ADVANTAGE OF THE GROWING MARKET FOR HIGH-TECH SOLUTIONS.**
2. **THE COMPANY'S FINANCIAL PERFORMANCE IS STRONG, WITH A HISTORY OF CONSISTENT REVENUE GROWTH AND A SOLID BALANCE SHEET.**
3. **THE COMPANY'S MANAGEMENT TEAM IS EXPERIENCED AND CAPABLE OF LEADING THE COMPANY THROUGH CHALLENGING TIMES.**
4. **THE COMPANY'S PRODUCT PORTFOLIO IS DIVERSE AND WELL-POSITIONED TO MEET THE NEEDS OF A WIDE RANGE OF CUSTOMERS.**
5. **THE COMPANY'S RESEARCH AND DEVELOPMENT EFFORTS ARE FOCUSED ON INNOVATION AND GROWTH, AND THE COMPANY IS WELL-POSITIONED TO BRING NEW PRODUCTS TO MARKET.**
6. **THE COMPANY'S CUSTOMER BASE IS DIVERSE AND WELL-POSITIONED TO SUPPORT GROWTH AND INNOVATION.**
7. **THE COMPANY'S FINANCIAL PERFORMANCE IS STRONG, WITH A HISTORY OF CONSISTENT REVENUE GROWTH AND A SOLID BALANCE SHEET.**
8. **THE COMPANY'S MANAGEMENT TEAM IS EXPERIENCED AND CAPABLE OF LEADING THE COMPANY THROUGH CHALLENGING TIMES.**
9. **THE COMPANY'S PRODUCT PORTFOLIO IS DIVERSE AND WELL-POSITIONED TO MEET THE NEEDS OF A WIDE RANGE OF CUSTOMERS.**
10. **THE COMPANY'S RESEARCH AND DEVELOPMENT EFFORTS ARE FOCUSED ON INNOVATION AND GROWTH, AND THE COMPANY IS WELL-POSITIONED TO BRING NEW PRODUCTS TO MARKET.**



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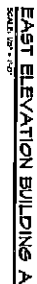
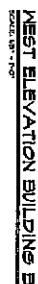
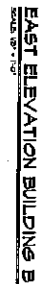
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FRAME & SMETANA, PA
Consulting Engineers
103 North 4th Street, Coeur d'Alene, Idaho, 83814
Ph: (208) 664-4213 / Fax: 765-5502

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CH

[illegible]



Author: Longwell, J. **Temp Address:** 1502 North Main St., Suite 304
Tulsa, OK 74103
Telephone: 202-712-0200
Computer: Longwell, J.A., C&I
C&I Systems
Phone & Fax: 202-712-0200
Code: X-101, P-8004
Contract: Rockwell
Medical Agency:
Arkansas Engineering
400 N. Franklin Ave., Suite 301
Tulsa, OK 74103
Contract Medical Material

RECEIVED
ALBANY
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3/2/64

STATE OF NEW YORK
JAMES A. VAN DYKE
GOVERNOR

**CDA FIRE AND
POLICE STORAGE
BUILDINGS**
3650 N. RAMSEY ROAD
COEUR D'ALENE, ID 83814
781-810-0111

DRAWING TITLE:
EXTERIOR
ELEVATIONS
BUILDINGS A&B

project no: 20
date: 2/6/16
drawn by: ASE
checked by: C

A3.1

RESOLUTION NO. 16-031

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING THE BID OF GINNO CONSTRUCTION CO., FOR THE COEUR D'ALENE FIRE STORAGE BUILDING, THE COEUR D'ALENE POLICE OFFICE/STORAGE BUILDING, AND THE COEUR D'ALENE POLICE CARPORT.

WHEREAS, the City heretofore duly advertised invitation for bids for the Coeur d'Alene Fire Storage Building, the Coeur d'Alene Police Office/Storage Building, and the Coeur d'Alene Police Carport projects in Coeur d'Alene, Idaho, and said bids were opened as provided in said advertisement at the office of the City Clerk at 11:00 a.m., on Friday the 10th day of June, 2016, and the lowest responsible bid received was that of Ginno Construction Co., in the amount of Eight Hundred Forty Eight Thousand dollars and no/100s (\$848,000.00), and it is in the best interests of the City of Coeur d'Alene and the citizens thereof that said bid be accepted;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the bid of Ginno Construction Co., in the amount of \$848,000.00 for the Coeur d'Alene Fire Storage Building, the Coeur d'Alene Police Office/Storage Building, and the Coeur d'Alene Police Carport, be, and the same hereby is, accepted.

BE IT FURTHER RESOLVED that the City enter into an agreement with Ginno Construction Co., in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement provided that 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 contract on behalf of the City.

DATED this 21st day of June, 2016.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER ENGLISH Voted _____

_____ was absent. Motion _____.

DRAFT

AIA® Document A101™ - 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the «fourteen» day of «June» in the year «Two Thousand and Sixteen»

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

«City of Coeur d'Alene»

«710 Mullan Avenue»

«Coeur d'Alene, Idaho 83814»

and the Contractor:

(Name, legal status, address and other information)

«Ginno Construction, Inc.»

«3893 N Schreiber Way»

«Coeur d'Alene, Idaho 83815»

for the following Project:

(Name, location and detailed description)

«New Building for Coeur d'Alene Fire and Police Storage Building and»

«New Carport for Coeur d'Alene Police Facility»

«3818 N Schreiber Way»

«Coeur d'Alene, Idaho 83815»

The Architect:

(Name, legal status, address and other information)

«Longwell + Trapp Architects»

«8382 N Wayne Drive, Suite 204»

«Hayden, Idaho 83835»

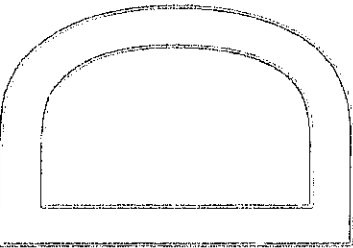
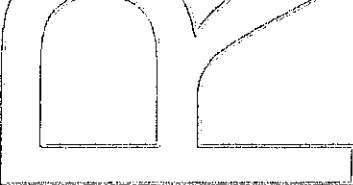
The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.



ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS
10	INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

« June 20, 2016 »

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

« »

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than « » (« ») days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

«Project to be Substantially Complete by October 28, 2016»

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

« »

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be «Eight Hundred Forty-Eight Thousand Dollars» (\$«848,000.00»), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

«N/A»

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
N/A		

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
N/A	

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the «first» day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the «thirtieth» day of the «same» month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than «thirty» («30») days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported

by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ~~five~~ percent (~~5~~%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ~~five~~ percent (~~5~~);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

«N/A»

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

« »

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« »

« »

« »

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201-2007

☒ Litigation in a court of competent jurisdiction

☐ Other (Specify)

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

«12»% «per annum»

§ 8.3 The Owner's representative:

(Name, address and other information)

«Deputy Chief Jim Washko, Coeur d'Alene Fire Department»

«310 Foster Avenue»

«Coeur d'Alene, Idaho 83814»

§ 8.4 The Contractor's representative:

(Name, address and other information)

«Rich Wells or Rich Donahoe»

«Ginno Construction, Inc.»

«3893 N Schreiber Way»

«Coeur d'Alene, Idaho 83815»

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
See attached Table of Contents			

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

«See attached Table of Contents»

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

«See attached Sheet Index»

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Addenda No. One (1)	June 8, 2016	One (1)

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- 1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

« »

- 2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

«Bid Proposal Dated June 3, 2016»

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of insurance or bond
1. Performance Labor and Payment Bond

2. As required in Section 008000
Supplementary Conditions, Article 11 in
Project Manual

Limit of liability or bond amount (\$0.00)
Equal to 100% of the Contract Sum

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

« »« »

(Printed name and title)

CONTRACTOR (Signature)

« »« »

(Printed name and title)

NEW BUILDING FOR:
**COEUR D'ALENE FIRE AND
POLICE STORAGE BUILDINGS**

NEW CARPORT FOR:
**COEUR D'ALENE
POLICE FACILITY**

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AND SYMBOLS
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CI GRADING AND DRAINAGE PLAN

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A2.2 MAIN & 2ND FLOOR PLANS, BUILDING B
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A4.2 BUILDING SECTIONS
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A5.3 STAIR SECTIONS & DETAILS

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M2.0 FOUNDATION PLANS - PLUMBING
M3.0 FLOOR PLANS
M3.1 FLOOR PLANS
M4.0 FLOOR PLANS
M4.1 FLOOR PLANS
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BUILDING B

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T1.0 TITLE, INDEX, VICINITY MAP, MATERIALS
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A4.1 BUILDING SECTION AND DETAILS
A6.1 REFLECTED CEILING PLAN

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EO.2 ONE-LINE DIAGRAM AND
CONSTRUCTION NOTES
EO.3 ELECTRICAL SCHEDULES
EI.1 OVERALL ELECTRICAL PLAN
E2.1 ELECTRICAL DETAILS

Division.....	Section Title.....	Pages
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00300.....	REQUEST FOR SUBSTITUTION FORM	1
00400.....	"OR EQUAL" APPROVAL	1
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008000.....	SUPPLEMENTARY CONDITIONS	7
009000.....	OTHER CONDITIONS	3

DIVISION 1 - GENERAL REQUIREMENTS

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CITY COUNCIL STAFF REPORT

DATE: June 14, 2016
FROM: Mike Gridley – City Attorney
SUBJECT: Amendment 1 to Vista Meadows Annexation Agreement

=====

DECISION POINT:

Should the City Council approve an amendment to the Vista Meadows Annexation Agreement to allow the phasing of payment of annexation fees?

HISTORY:

The City approved an Annexation Agreement on May 3, 2016 that called for payment of annexation fees of \$79,500. The owner has paid \$22,500 and has requested that the remaining \$57,000 be paid prior to the recording of the plat for the Second Phase of the PUD.

FINANCIAL ANALYSIS:

There is minimal financial impact to the City. The City will receive the balance of the annexation fees owed contemporaneously with the development of the property.

PERFORMANCE ANALYSIS:

The City has phased the payment of annexation fees for other developments over the years. Payment is ensured because no plat or building permits will be approved for the Second Phase until the balance of the money is received by the City.

DECISION POINT/RECOMMENDATION:

City council should approve the Amendment 1 to the Vista Meadows Annexation Agreement.

RESOLUTION NO. 16-032

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING AND APPROVING AMENDMENT 1 TO THE ANNEXATION AGREEMENT BETWEEN THE CITY OF COEUR D'ALENE AND VISTA MEADOWS, LLC.

WHEREAS, the terms and conditions of an amendment to the Annexation Agreement between the City of Coeur d'Alene and Vista Meadows, LLC, have been negotiated pursuant to said Agreement; and

WHEREAS, Amendment 1 to the Annexation Agreement, a copy of which is attached hereto as Exhibit "A" and by reference made a part hereof, reflects those terms and conditions; and

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

NOW, THEREFORE,

BE IT RESOLVED that the City enter into said Amendment 1 to the Annexation Agreement in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be, and they are hereby, authorized to execute Amendment 1 on behalf of the City of Coeur d'Alene.

DATED this 21st day of June, 2016.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER ENGLISH Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

_____ was absent. Motion _____.

**AMENDMENT 1
TO
ANNEXATION AGREEMENT BETWEEN
CITY OF COEUR D'ALENE AND VISTA MEADOWS, LLC
RECORDED AS INSTRUMENT #2547718000**

WHEREAS, the above parties entered into an Annexation Agreement on May 3, 2016, adopted pursuant to Resolution No. 16-024, regarding the annexation of a certain parcel of real property located between W. Timberlake Loop and W. Alps Street, South of Prairie Ave., and North of the Coeur d'Alene Place PUD (the Property) into the City of Coeur d'Alene (hereinafter "City"); and

WHEREAS, the City Council approved the annexation of the Property subject to the terms of the Annexation Agreement and the payment of annexation fees; and

WHEREAS, the Owner has requested that the payment of annexation fees due and payable to the City under the Annexation Agreement be phased along with the phasing of the project; and,

WHEREAS, City staff has determined that phasing the payment of the fees is agreeable to the City;

NOW, THEREFORE,

IN CONSIDERATION of the covenants and conditions set forth herein, the parties agree to this Amendment to the Annexation Agreement as follows:

1. ARTICLE V: FEES

5.2. Phasing of Payment of Annexation Fees: The City acknowledges receipt from Owner of Twenty-Two Thousand Five Hundred Dollars (\$22,500.00) as partial payment of the annexation fees required in paragraph 5.1. City and Owner agree that the balance of Fifty-Seven Thousand Dollars (\$57,000.00) shall be paid to the City prior to the recordation of the Phase 2 plat. The parties agree that no lots in Phase 2 can be sold and no building permits will be issued for Phase 2 until the balance is paid in full and the plat is recorded.

2. NO FURTHER MODIFICATION OF THE ANNEXATION AGREEMENT:

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

CITY OF COEUR D'ALENE

VISTA MEADOWS, LLC

By: _____
Steve Widmyer, Mayor

By: _____
Its: _____

ATTEST:

Renata McLeod, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 21st day of June, 2016, before me, a Notary Public, personally appeared **Steve Widmyer** and **Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

[illegible]

On this _____ day of June, 2016, before me, a Notary Public, personally appeared _____, known to me to be the _____ of **Vista Meadows, LLC**, 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 at _____
My Commission expires:

PUBLIC HEARINGS

MEMORANDUM

DATE: JUNE 16, 2016

FROM: RENATA MCLEOD, MUNICIPAL SERVICES DIRECTOR/CITY CLERK
TROY TYMENSEN, FINANCE DIRECTOR
HILARY ANDERSON, COMMUNITY PLANNING DIRECTOR

RE: FEE INCREASES

DECISION POINT: To approve fee increases as set fees as proposed within the Finance and Municipal Services Department.

HISTORY: The City is required to hold a public hearing for proposed fee increase that exceeds 5%. Staff is recommending approval of fees that fall within the Finance Department and Municipal Services Department.

The Finance Department oversees the billing of the garbage services for the City of Coeur d'Alene. The City Council approved an agreement with Northern State PAK; LLC d/b/a Coeur d'Alene Garbage Service (CDA Garbage) at is April 19, 2016 meeting. Staff noted that the residential rates would remain the same; however, some of the commercial garbage rates would increase. Attached hereto, please find the rates as proposed within the bid of CDA Garbage. Increases include general commercial garbage rates, extra pick up rates, temporary service and container rental fees, and cleaning and sanitizing rates. One new fee for an extra 64 gallon recycle bin at \$5.25/month.

The Planning Department brought forward a request to create a portable toilet permit to the City council on May 17, 2016, which was approved. It is requested that the Council approve the fee that will cover the cost of review and issuance of such a permit. Upon review of the staff time needed to review and issue the permit and based on the fully loaded hourly rate (including insurance costs) of a staff person issuing permits a recommended permit fee is \$50.00 per year. The permits will be handled through the Municipal Services Department with review by the Planning Department.

FINANCIAL: These fee increases and clarifications should bring the fee closer in line with the cost of service.

DECISION POINT/RECOMMENDATION: After hearing public testimony, approve fee increases as proposed within the Finance and Municipal Services Department.

COMMERCIAL	CURRENT FEE	CDA GARBAGE FEE	NEW FEE
MAKE CONTAINER LOCKABLE	\$28.70	\$30.00	\$34.00
TIME CHARGE / PER MINUTE	\$1.58	\$2.00	\$2.25
EXTRA RECYCLE BIN 64 GALLON			\$5.25
RECYCLING BIN CHARGE	\$6.79	\$9.00	\$9.50
RETURN TRIP - ROLL OFF	\$48.00	\$60.00	\$65.00
FIGHTING CREEK TRIP CHARGE	\$139.50	\$225.00	\$230.00
EXTRA PICK UP	CURRENT FEE	CDA GARBAGE FEE	NEW FEE
EXTRA PICK UP 8 YD	\$34.40	\$40.00	\$44.00
EXTRA PICK UP 15 YD	\$112.70	\$150.00	\$160.00
EXTRA PICK UP 20 YD	\$125.00	\$150.00	\$160.00
EXTRA PICK UP 25 YD	\$141.50	\$150.00	\$160.00
TEMPORARY SERVICE FOR CURRENT COM. CUSTOMERS	CURRENT FEE	CDA GARBAGE FEE	NEW FEE
TEMPORARY 15 YD	\$112.70	\$150.00	\$166.00
TEMPORARY 20 YD	\$141.35	\$150.00	\$166.00
TEMPORARY 25 YD	\$145.00	\$150.00	\$166.00
TEMPORARY CONTAINER RENTAL MONTHLY	CURRENT FEE	CDA GARBAGE FEE	NEW FEE
15 YD	\$114.75	\$125.00	\$130.00
20 YD	\$114.75	\$125.00	\$130.00
25 YD	\$114.75	\$125.00	\$130.00
30 YD	\$129.25	\$125.00	\$130.00
CLEANING & SANITIZING	CURRENT FEE	CDA GARBAGE FEE	NEW FEE
1 YD CONTAINER	\$39.50	\$50.00	\$55.00
2 YD CONTAINER	\$46.11	\$55.00	\$60.00
3 YD CONTAINER	\$52.71	\$60.00	\$65.00
4 YD CONTAINER	\$59.28	\$65.00	\$70.00
6 YD CONTAINER	\$72.48	\$80.00	\$85.00
8 YD CONTAINER	\$85.63	\$100.00	\$105.00
15 YD CONTAINER	\$131.72	\$185.00	\$190.00
20 YD CONTAINER	\$164.61	\$185.00	\$190.00
25 YD CONTAINER	\$197.63	\$200.00	\$205.00
30 YD CONTAINER	\$230.55	\$250.00	\$255.00
40 YD CONTAINER	\$296.44	\$300.00	\$305.00
PORTABLE TOILET PERMIT	CURRENT FEE		NEW FEE
PORTABLE TOILET PERMIT (PER PERMIT)			\$50.00

COMMERCIAL	CURRENT FEE	CDA GARBAGE FEE	NEW FEE
MAKE CONTAINER LOCKABLE	\$ 28.70	\$ 30.00	\$ 34.00
TIME CHARGE / PER MINUTE	\$ 1.58	\$ 2.00	\$ 2.25
EXTRA RECYCLE BIN 64 GALLON			\$ 5.25
RECYCLING BIN CHARGE	\$ 6.79	\$ 9.00	\$ 9.50
RETURN TRIP - ROLL OFF	\$ 48.00	\$ 60.00	\$ 65.00
FIGHTING CREEK TRIP CHARGE	\$ 139.50	\$ 225.00	\$ 230.00
EXTRA PICK UP	CURRENT FEE	CDA GARBAGE	NEW FEE
EXTRA PICK UP 8 YD	\$ 34.40	\$ 40.00	\$ 44.00
EXTRA PICK UP 15 YD	\$ 112.70	\$ 150.00	\$ 160.00
EXTRA PICK UP 20 YD	\$ 125.00	\$ 150.00	\$ 160.00
EXTRA PICK UP 25 YD	\$ 141.50	\$ 150.00	\$ 160.00
TEMPORARY SERVICE FOR CURRENT COM. CUSTOMERS	CURRENT FEE	CDA GARBAGE FEE	NEW FEE
TEMPORARY 15 YD	\$ 112.70	\$ 150.00	\$ 166.00
TEMPORARY 20 YD	\$ 141.35	\$ 150.00	\$ 166.00
TEMPORARY 25 YD	\$ 145.00	\$ 150.00	\$ 166.00

TEMPORARY CONTAINER RENTAL MONTHLY	CURRENT FEE	CDA GARBAGE FEE	NEW FEE
15 YD	\$ 114.75	\$ 125.00	\$ 130.00
20 YD	\$ 114.75	\$ 125.00	\$ 130.00
25 YD	\$ 114.75	\$ 125.00	\$ 130.00
30 YD	\$ 129.25	\$ 125.00	\$ 130.00

CLEANING & SANITIZING	CURRENT FEE	CDA GARBAGE	NEW FEE
1 YD CONTAINER	\$ 39.50	\$ 50.00	\$ 55.00
2 YD CONTAINER	\$ 46.11	\$ 55.00	\$ 60.00
3 YD CONTAINER	\$ 52.71	\$ 60.00	\$ 65.00
4 YD CONTAINER	\$ 59.28	\$ 65.00	\$ 70.00
6 YD CONTAINER	\$ 72.48	\$ 80.00	\$ 85.00
8 YD CONTAINER	\$ 85.63	\$ 100.00	\$ 105.00
15 YD CONTAINER	\$ 131.72	\$ 185.00	\$ 190.00
20 YD CONTAINER	\$ 164.61	\$ 185.00	\$ 190.00
25 YD CONTAINER	\$ 197.63	\$ 200.00	\$ 205.00
30 YD CONTAINER	\$ 230.55	\$ 250.00	\$ 255.00
40 YD CONTAINER	\$ 296.44	\$ 300.00	\$ 305.00

PORTABLE TOILET PERMIT	CURRENT FEE		NEW FEE
PORTABLE TOILET PERMIT (PER PERMIT)			\$ 50.00

RESOLUTION NO. 16-033

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

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

WHEREAS, the City Council has determined that reasonable adjustments to certain City Fees are necessary, all as set forth below and incorporated herein by reference; and

COMMERCIAL	CURRENT FEE	CDA GARBAGE FEE	NEW FEE
MAKE CONTAINER LOCKABLE	\$ 28.70	\$ 30.00	\$ 34.00
TIME CHARGE / PER MINUTE	\$ 1.58	\$ 2.00	\$ 2.25
EXTRA RECYCLE BIN 64 GALLON			\$ 5.25
RECYCLING BIN CHARGE	\$ 6.79	\$ 9.00	\$ 9.50
RETURN TRIP - ROLL OFF	\$ 48.00	\$ 60.00	\$ 65.00
FIGHTING CREEK TRIP CHARGE	\$ 139.50	\$ 225.00	\$ 230.00

EXTRA PICK UP	CURRENT FEE	CDA GARBAGE FEE	NEW FEE
EXTRA PICK UP 8 YD	\$ 34.40	\$ 40.00	\$ 44.00
EXTRA PICK UP 15 YD	\$ 112.70	\$ 150.00	\$ 160.00
EXTRA PICK UP 20 YD	\$ 125.00	\$ 150.00	\$ 160.00
EXTRA PICK UP 25 YD	\$ 141.50	\$ 150.00	\$ 160.00

TEMPORARY SERVICE FOR CURRENT COM. CUSTOMERS	CURRENT FEE	CDA GARBAGE FEE	NEW FEE
TEMPORARY 15 YD	\$ 112.70	\$ 150.00	\$ 166.00
TEMPORARY 20 YD	\$ 141.35	\$ 150.00	\$ 166.00
TEMPORARY 25 YD	\$ 145.00	\$ 150.00	\$ 166.00

TEMPORARY CONTAINER RENTAL MONTHLY	CURRENT FEE	CDA GARBAGE FEE	NEW FEE
15 YD	\$ 114.75	\$ 125.00	\$ 130.00
20 YD	\$ 114.75	\$ 125.00	\$ 130.00
25 YD	\$ 114.75	\$ 125.00	\$ 130.00
30 YD	\$ 129.25	\$ 125.00	\$ 130.00

CLEANING & SANITIZING	CURRENT FEE	CDA GARBAGE FEE	NEW FEE
1 YD CONTAINER	\$ 39.50	\$ 50.00	\$ 55.00
2 YD CONTAINER	\$ 46.11	\$ 55.00	\$ 60.00
3 YD CONTAINER	\$ 52.71	\$ 60.00	\$ 65.00
4 YD CONTAINER	\$ 59.28	\$ 65.00	\$ 70.00
6 YD CONTAINER	\$ 72.48	\$ 80.00	\$ 85.00
8 YD CONTAINER	\$ 85.63	\$ 100.00	\$ 105.00
15 YD CONTAINER	\$ 131.72	\$ 185.00	\$ 190.00
20 YD CONTAINER	\$ 164.61	\$ 185.00	\$ 190.00
25 YD CONTAINER	\$ 197.63	\$ 200.00	\$ 205.00
30 YD CONTAINER	\$ 230.55	\$ 250.00	\$ 255.00
40 YD CONTAINER	\$ 296.44	\$ 300.00	\$ 305.00

PORTABLE TOILET PERMIT	CURRENT FEE		NEW FEE
PORTABLE TOILET PERMIT (PER PERMIT)			\$ 50.00

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

WHEREAS, 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 by the Mayor and City Council of the City of Coeur d'Alene that the fees, as set forth above, are hereby adopted, effective July 1, 2016:

DATED this 21st day of June, 2016.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER ENGLISH Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

INFORMATION SECTION
Including
Correspondence
Board, Commission, Committee Minutes

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

FUND	BALANCE 4/30/2016	RECEIPTS	DISBURSE- MENTS	BALANCE 5/31/2016
<u>General-Designated</u>	\$420,831	\$110,816	\$7,546	\$524,101
<u>General-Undesignated</u>	14,750,140	1,470,789	3,281,090	12,939,839
<u>Special Revenue:</u>				
Library	152,559	16,892	108,603	60,848
CDBG	(566)	41,764	42,170	(972)
Cemetery	(60,372)	32,975	23,117	(50,514)
Parks Capital Improvements	408,155	24,537	28,303	404,389
Impact Fees	3,814,618	54,436	1,840	3,867,214
Annexation Fees	94,429	99,027		193,456
Insurance	(94,200)	3,073		(91,127)
Cemetery P/C	1,733,421	6,660	5,550	1,734,531
Jewett House	23,794	5,171	5,625	23,340
Reforestation	24,308	17	2,292	22,033
Street Trees	236,642	11,167	15,968	231,841
Community Canopy	1,674		22	1,652
CdA Arts Commission	2,327			2,327
Public Art Fund	59,690	17		59,707
Public Art Fund - LCDC	427,049	122		427,171
Public Art Fund - Maintenance	106,902	31	620	106,313
<u>Debt Service:</u>				
2002 & 2006 G.O. Bonds	959,565	8,770		968,335
LID Guarantee	42,952	547		43,499
LID 130 Lakeside / Ramsey / Industrial Park	-			-
LID 149 4th Street	9,778			9,778
<u>Capital Projects:</u>				
Street Projects	743,477	247	247,310	496,414
<u>Enterprise:</u>				
Street Lights	(22,062)	40,978	50,066	(31,150)
Water	1,181,693	263,874	369,204	1,076,363
Water Capitalization Fees	4,081,615	88,149	2,533	4,167,231
Wastewater	5,277,753	641,129	845,194	5,073,688
Wastewater-Reserved	1,019,961	27,500		1,047,461
WWTP Capitalization Fees	5,457,355	186,983	22,295	5,622,043
WW Property Mgmt	60,668			60,668
Sanitation	(19,745)	298,574	305,467	(26,638)
Public Parking	8,476	7,502	3,876	12,102
Drainage	445,042	78,851	63,702	460,191
Wastewater Debt Service	1,016,260	290		1,016,550
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	188,577	181,620	188,577	181,620
LID Advance Payments	250			250
Police Retirement	1,405,748	15,563	13,695	1,407,616
Sales Tax	4,758	1,842	4,758	1,842
BID	150,843	3,615	30,000	124,458
Homeless Trust Fund	314	368	314	368
GRAND TOTAL	<u>\$44,114,678</u>	<u>\$3,723,896</u>	<u>\$5,669,737</u>	<u>\$42,168,837</u>

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
Eight MONTH ENDED
May 31, 2016

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 5/31/2016	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$235,945	\$154,612	66%
	Services/Supplies	11,400	8,754	77%
Administration	Personnel Services	256,143	130,742	51%
	Services/Supplies	49,120	38,466	78%
Finance	Personnel Services	669,468	459,078	69%
	Services/Supplies	128,610	83,121	65%
Municipal Services	Personnel Services	1,100,049	746,111	68%
	Services/Supplies	487,725	320,539	66%
	Capital Outlay			
Human Resources	Personnel Services	213,211	137,934	65%
	Services/Supplies	51,650	12,420	24%
Legal	Personnel Services	1,101,327	777,622	71%
	Services/Supplies	98,853	61,760	62%
Planning	Personnel Services	521,558	317,413	61%
	Services/Supplies	37,350	19,926	53%
Building Maintenance	Personnel Services	350,898	208,873	60%
	Services/Supplies	146,875	79,580	54%
	Capital Outlay			
Police	Personnel Services	11,109,117	7,044,560	63%
	Services/Supplies	1,120,843	829,392	74%
	Capital Outlay	1,042,615	716,254	69%
Fire	Personnel Services	7,700,642	5,239,084	68%
	Services/Supplies	597,093	211,864	35%
	Capital Outlay	5,270,000	622,368	12%
General Government	Services/Supplies	49,250	50,492	103%
	Capital Outlay		27,380	
Byrne Grant (Federal)	Services/Supplies		43,197	
	Capital Outlay		58,796	
COPS Grant	Personnel Services		45,193	
	Services/Supplies			
CdA Drug Task Force	Services/Supplies	29,710	6,586	22%
	Capital Outlay		1,200	
Streets	Personnel Services	2,138,021	1,455,156	68%
	Services/Supplies	680,080	400,506	59%
	Capital Outlay	80,000	72,194	90%
Engineering Services	Personnel Services	556,456	374,874	67%
	Services/Supplies	749,560	175,568	23%
	Capital Outlay			

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
Eight MONTH ENDED
May 31, 2016

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 5/31/2016	PERCENT EXPENDED
Parks	Personnel Services	1,409,262	810,576	58%
	Services/Supplies	518,800	225,238	43%
	Capital Outlay	45,000	51,200	114%
Recreation	Personnel Services	575,554	349,261	61%
	Services/Supplies	143,430	101,879	71%
	Capital Outlay	5,000	12,694	254%
Building Inspection	Personnel Services	838,421	565,207	67%
	Services/Supplies	50,920	19,478	38%
	Capital Outlay	47,792	47,792	100%
Total General Fund		<u>40,217,748</u>	<u>23,114,940</u>	<u>57%</u>
Library	Personnel Services	1,172,301	761,125	65%
	Services/Supplies	196,850	112,313	57%
	Capital Outlay	140,000	76,361	55%
CDBG	Services/Supplies	529,424	9,608	2%
Cemetery	Personnel Services	173,772	112,126	65%
	Services/Supplies	100,500	42,233	42%
	Capital Outlay	30,000	36,846	123%
Impact Fees	Services/Supplies	1,842,000	684,707	37%
Annexation Fees	Services/Supplies			
Parks Capital Improvements	Capital Outlay	524,000	289,453	55%
Insurance	Services/Supplies	372,000	352,349	95%
Cemetery Perpetual Care	Services/Supplies	127,500	56,495	44%
Jewett House	Services/Supplies	29,355	15,111	51%
Reforestation	Services/Supplies	2,000	3,837	192%
Street Trees	Services/Supplies	100,000	45,743	46%
Community Canopy	Services/Supplies	1,500	791	53%
CdA Arts Commission	Services/Supplies	7,300	2	0%
Public Art Fund	Services/Supplies	324,000	32,787	10%
Total Special Revenue		<u>5,672,502</u>	<u>2,631,887</u>	<u>46%</u>
Debt Service Fund		<u>882,660</u>	<u>79,701</u>	<u>9%</u>

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
Eight MONTH ENDED
May 31, 2016

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 5/31/2016	PERCENT EXPENDED
Seltice Way Design	Capital Outlay	555,000	50,157	9%
Seltice Way Sidewalks	Capital Outlay	79,000		
Front Avenue Project	Capital Outlay			
Govt Way - Hanley to Prairie	Capital Outlay	50,000	31,766	64%
Levee Certification	Capital Outlay	498,000	155,869	31%
I-90 Curb Ramps	Capital Outlay			
15th Street	Capital Outlay	150,000	20,669	14%
Mullan Road Realignment	Capital Outlay	1,000,000		
Kathleen Avenue Widening	Capital Outlay	325,000		
Margaret Avenue	Capital Outlay	65,000		
Ironwood / US 95	Capital Outlay	120,000	167,690	140%
Total Capital Projects Funds		<u>2,842,000</u>	<u>426,151</u>	<u>15%</u>
Street Lights	Services/Supplies	584,150	355,576	61%
Water	Personnel Services	1,965,322	1,218,985	62%
	Services/Supplies	4,319,099	713,845	17%
	Capital Outlay	2,026,000	668,079	33%
Water Capitalization Fees	Services/Supplies	850,000		
Wastewater	Personnel Services	2,506,979	1,597,193	64%
	Services/Supplies	7,060,119	1,536,609	22%
	Capital Outlay	4,520,000	1,257,733	28%
	Debt Service	2,178,063	516,996	24%
WW Capitalization	Services/Supplies	2,500,000		
Sanitation	Services/Supplies	3,737,479	2,508,299	67%
Public Parking	Services/Supplies	167,896	60,684	36%
	Capital Outlay			
Drainage	Personnel Services	107,327	71,149	66%
	Services/Supplies	819,980	296,924	36%
	Capital Outlay	330,000	154,165	47%
Total Enterprise Funds		<u>33,672,414</u>	<u>10,956,237</u>	<u>33%</u>
Kootenai County Solid Waste		2,300,000	1,436,365	62%
Police Retirement		170,900	112,725	66%
Business Improvement District		186,000	80,000	43%
Homeless Trust Fund		5,000	2,910	58%
Total Fiduciary Funds		<u>2,661,900</u>	<u>1,632,000</u>	<u>61%</u>
TOTALS:		<u>\$85,949,224</u>	<u>\$38,840,916</u>	<u>45%</u>