Coeur d'Alene CITY COUNCIL MEETING

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July 16, 2013

MEMBERS OF THE CITY COUNCIL: Sandi Bloem, Mayor Councilmen Edinger, Goodlander, McEvers, Kennedy, Gookin, Adams

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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

July 2, 2013

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 July 2, 2013 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

Woody McEvers)	Members of Council Present
Dan Gookin)	
Steve Adams)	
Deanna Goodlander)	
Loren "Ron" Edinger)	
Mike Kennedy)	

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

INVOCATION: Pastor Paul Van Noy, Candlelight Church provided the invocation.

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

The Mayor asked Wastewater Treatment Superintendent, Sid Fredrickson to introduce two new employees. Mr. Fredrickson introduced Aaron Camp, as a new Plant Mechanic and Brad Callihan a new Collection Operator.

PRESENTATION: JUVENILE DIABETES RESEARCH: Carson Magee stated that he is 10 years old and has Type 1 juvenile diabetes. He has recently been selected to make a presentation to Congress as the Idaho Delegate. He wants to bring awareness to the disease and seek a cure. He invited the community to join him to walk for a cure for Type 1 diabetes in Riverfront Park on September 22, 2013. For more information, please visit www. Jdrf.org or follow his blog at carsonscruisers.blogspot.com.

PRESENTATION: MCEUEN PARK CONSTRUCTION UPDATE: City Engineer, Gordon Dobler, presented an aerial photo of the current construction site. He provided the following status update: the Front Avenue footings are complete with back wall forms in place; the retaining wall for the bridge to the 4th street promenade is in place; excavation for the harbor house is on-going; the basketball court formation has begun; the Centennial Trail has been graded; irrigation for the splash pad is currently being placed; the elevator pit at 6th Street has been installed; and a path from the City Hall Parking lot to the Tubbs Hill entrance has been completed. The next milestone is the paving date in November and the project is currently within the budget. Councilman Goodlander stated that the osprey have been nesting in-spite of the construction and wondered if the project included the ability to add camera's focused on the

nests in the future. Mr. Dobler stated that the conduit for the camera's was not in the original bid and is seeking conduit to one pole. Councilman Goodlander requested that camera capability be installed to all three nests, as one does not know which nest will be used each year. There have been citizens offering to donate funds to cover the cost of the cameras. Councilman Edinger wondered if the Harbor House construction would prohibit access to Tubbs Hill. Mr. Dobler stated that it would not rather it has enhanced the trailhead. Councilman Gookin asked if the contractor could make the boat ramp accessible before the estimated October reopening. Mr. Dobler stated that he would explore options with the contractor. Mr. Dobler stated that the structures will be substantially complete before winter and the plants, grass, etc. will be installed in the spring. He also stated that there is a security fence around the entire project. Councilman Edinger asked if there would be security on the side during the 4th of July. Mr. Dobler stated that the contractor has hired security and no trespassing signs have been placed around the site.

PRESENTATION: QUARTERLY FINANCIAL UPDATE: Troy Tymesen, Finance Director stated that the City just ended the 9th month of the fiscal year. He stated it was a positive report based on the general fund expenses being consistent with last year's expenses and income is at 56% with property tax funds to come in shortly. Enterprise Funds will go down slightly due to lower parking revenue and sanitation fees. The Building Department has 75 current commercial building permit requests. Councilman Edinger asked if the impact fees will be going into the Parks Capital Improvement Funds to replace funds used for McEuen and Ramsey Parks. Mr. Tymesen stated that there is no budget authority to use those funds for other projects. Councilman Adams asked if the sanitation contract allows for adjustments in fees. Mr. Tymesen stated that the City has kept the fees down as the sanitation contract rates increased. The City held rates for its constituents over time, but the cost to deliver have gone up and it no longer cash flows. Councilman Gookin asked if by increasing the fees it would open up the contract with Waste Management and/or give the City the ability to go out to bid. Mr. Tymesen clarified that increasing fees would not open up the contract and reiterated that the City has not increased its fees over the years.

PRESENTATION: SALARY SURVEY RESULTS: Human Resources Director, Pam MacDonald, provided a summary of the salary survey that was started at the beginning of the year. Through a subscription with Northwest Data Exchange, the City was able to access data with an updated subscription, and was able to add some cities not included in the exchange. The total expense was \$3,400, which was a substantial savings in comparison to past surveys. The market area was utilized for comparison, which includes the area the City recruits from. Salary ranges were found to be within the competitive rates of 5% above or below market rates, which is important for the retention and length of service of employees. The survey results indicated that 50% of the City employees are at the maximum of the salary range and have an average of 17 years of employment with the City. Ms. MacDonald noted that turnover was 9.6% in 2012, including retirements. Total compensation, which includes the benefit package, was found to be less than 1% greater than that offered by survey responders. Councilman Adams asked if those included in the survey were all public sector. Ms. MacDonald stated that this survey only included cities and counties.

PROCLAMATION: Councilman Kennedy presented the proclamation for July 13, 2013 Parks Day Celebration. Urban Forestry Coordinator Katie Kosanke accepted the proclamation and

provided information regarding the Celebration events. She stated that Sunset Park and North Pines Park are the featured parks this year. Sunset Park is located at 1355 Best Avenue (9:00 a.m. to 1:00 p.m.); North Pines Park is located at 1015 Lunceford Lane (6:00 p.m. to dusk). Information can be found on the parks web page at <u>www.cdaidparks.org</u>. She thanked the volunteers that help put the event together and assist the day of the event.

PUBLIC COMMENTS: Mayor Bloem reminded commenters of the 5-minute allowance for public comment and that matters should be related to City government business.

Arts Commission Commendation Bonnie Warwick, 5947 Bellville Drive, stated that she is the Garden Club Chairman. The Garden Club makes community commendations that recognize outstanding contributions and this year they selected the Coeur d'Alene Arts Commission for building exceptional art that is a showcase in the City. The Club felt that the pieces enhance the cultural environment of the community. Additionally, this commendation will appear on the flyers for the garden tour event, which will be held July 14, 2013 (proceeds of which are provided to local charities). Councilman Goodlander thanked the Club for the commendation and stated that she is very proud of the Arts Commission.

McEuen Park Tina Johnson, 601 Front Avenue, stated that there are over 60 people working 5 days a week in McEuen Park. Additionally, she noted that there is employment through vendors and that the money from local purchases has positively affected the local economy. She stated that there are people onsite and offsite earning a living from this project and she thanked the Council for their support of the project.

Vision 2030 Charles Buck, University of Idaho, stated that the CDA 2030 Vision Process kicked off yesterday, July 1, 2013. The logo has been created and will be featured on the various projects throughout the year. The group will have a float in the 4th of July parade and will work to raise awareness about the project. A survey will take place within the next couple of weeks to launch the project and it will provide the baseline data for the project. The community will find more information at the webpage www.cda2030.org.

Miscellaneous Dave Barger, 530 W. Harrison, wished everyone a safe 4th of July. He stated that the Federal Drug Administration should be reviewed and provide better benefits to future generations. He expressed concern regarding Agenda 21, banking entities, and with what is going on in Europe.

CONSENT CALENDAR: Motion by Kennedy, seconded by Goodlander to approve the consent calendar as presented.

- 1. Approval of Minutes for June 18, 2013.
- 2. Setting General Services and Public Works Committees meetings for Monday, July 8th at 12:00 noon and 4:00 p.m., respectively.
- 3. **CONSENT RESOLUTION NO. 13-037** A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVAL OF AN INTERLOCAL CONTRACT WITH

KOOTENAI COUNTY FIRE AND RESCUE FOR THE DIAMOND CUP; APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH HOFMAN PLANNING AND ENGINEERING FOR CONSULTING SERVICES TO REVISE AND UPDATE THE DEVELOPMENT IMPACT FEE PROGRAM; APPROVAL OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH RUEN-YEAGER ASSOCIATES, INC. FOR THE COEUR D'ALENE FLOOD WORKS CERTIFICATION PROJECT AND APPROVAL OF A RELEASE, ABANDONMENT AND RELINQUISHMENT OF (TIE-BACK) EASEMENT TO NORTH IDAHO COLLEGE (NIC).

- 4. **RESOLUTION NO. 13-038** A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AGREEMENT FOR FINANCING OF THE CITY OF COEUR D'ALENE FLOOD WORKS CERTIFICATION PROJECT WITH NORTH IDAHO COLLEGE (NIC).
- 5. Approval of a Cemetery Lot Repurchase from Martha Dorage; Lot 3, Block 70, Section H, Forest Cemetery

DISCUSSION: Councilman Goodlander stated that the Ruen-Yeager contract regarding the flood works is another term for the dike road project in which the City is trying to retain trees. This study will help make that possible. Councilman Gookin expressed appreciation to NIC for helping the community with this project.

ROLL CALL: McEvers Aye; Goodlander Aye; Gookin Aye; Kennedy Aye; Edinger Aye; Adams Aye. **Motion carried**.

COUNCIL ANNOUNCEMENTS:

<u>Councilman Kennedy</u> stated he recently represented the City at the AIC annual conference. The City received achievement awards for the following projects: point of view cameras with the Police Department; goat weed abatement program; development review team; and the public art program. The final award is the Harold Hurst Award, which is awarded in recognition of outstanding service of an elected official. This year's Harold Hurst Award went to Sandi Bloem.

Councilman Gookin wished everyone a safe 4th of July.

ADMINISTRATOR'S REPORT: City Administrator Wendy Gabriel provided a statement from Mayor Bloem regarding yesterday's demanding standoff situation: "*My thanks go to all involved in yesterday's difficult standoff situation that followed a vicious battery. Unfortunately, sometimes the worst of days demonstrate the best of efforts by our law enforcement and public safety professionals. I am most grateful that this tense and arduous 9-hour standoff ended safely for surrounding residents and our personnel. With virtually every law enforcement agency in North Idaho plus specialized units from Spokane and Spokane Valley involved as well as logistical support from several city departments, clearly evident was the seamlessness by which diverse personnel form into one unified command structure to work towards a common goal. I applaud the dedication and professionalism of our law enforcement personnel who faced a dangerous situation while enduring hours of miserable heat to ensure the best outcome possible. Well done!*" Ms. Gabriel mentioned that on Thursday, July 4, 2013, Coeur d'Alene City Hall,

other city offices, and facilities would be closed in observance of the Independence Day Holiday. Emergency calls for Police, Fire, and Streets can be made by dialing 9-1-1. Other city facilities have emergency numbers and can be reached if the need arises; Sewer Back Up 769-2241, and Water 755-9729. City of Coeur d'Alene garbage pickup will also be delayed by one day. City Hall and other facilities will open Friday, July 5th, at 8:00 a.m. For more information, call 769-2300. She reminded citizens that when packing a cooler for an afternoon at the City's parks or beaches this summer that no alcohol or glass beverage containers are allowed. It's illegal to throw, carry, or possess any glass beverage container and any container holding alcohol, opened or not, in any park, beach, natural area, playground and playfield that the City of Coeur d'Alene owns, leases, or maintains, according to City Code. It is also illegal to make, use, or have any open fires in those locations, except in designated barbeque areas. Fireworks on public property are also illegal, unless it is an authorized public display. A free shuttle bus is available in Downtown Coeur d'Alene through September 1st. The shuttle will pick up passengers at the south lot at City Hall and at the graded lot on Northwest Boulevard near Memorial, with stops along the way at Lakeside & 2^{nd} , Lakeside & 4^{th} , and Lakeside and 6^{th} Streets. The loop will repeat from 9:30 a.m. until 6:30 p.m. Monday – Saturday, and 11:00 a.m. to 5:00 p.m. on Sunday. Look for the special downtown bus that says "Welcome to Coeur d'Alene." Work to reinstall the Landings Well has begun. As you recall this well suffered a catastrophic disintegration on May 17th. All major components of the well system needed to be replaced as a result. Due to the diligent efforts of the Water Department staff, the typically long lead components - normally taking months to procure - were sourced and delivered in record times enabling work to start Monday with completion estimated on July 5th. This has been a "race against the clock" to ensure customers' water needs are fully met. The Law Enforcement Torch Run for Special Olympics was held on June 27th in Coeur d'Alene. Law enforcement has long been the Guardians of the Flame for Special Olympics. The Police Department was represented by Detective Rory Johnson, Detective Nic Lowry, and Chief Longo. Law Enforcement raised \$33 million last year for Special Olympics programs and athletes. Kudos to our communityminded Chief Longo for giving up part of his past Saturday to participate in the "Walk in Her Shoes" event sponsored by the North Idaho Violence Prevention Center. The aim of the event is to raise awareness of domestic and sexual violence and raise funds for violence prevention programs. Specialized Needs Recreation (SNR) received a grant of \$2,500 from the Herbert D. McAvoy Fund of the Idaho Community Foundation. The funds will benefit over 300 children who have special needs by providing top quality activities and events. SNR would like to thank the Idaho Community Foundation for their very generous grant and ongoing support. Specialized Needs Recreation is a non-profit organization that provides recreational opportunities for youth and adults who may have difficulties participating in other programs due to disabilities or physical, mental, or emotional challenges. If you would like more information about SNR, call Angie Goucher at 755-6781 or visit the SNR website at www.snridaho.org. Coeur d'Alene's Building Department continues to set the gold standard for the State of Idaho. Not only is Coeur d'Alene Building Official Ed Wagner serving his second term as Idaho Association of Building Official (IDABO) but reaching the pinnacle of 100% Internal Code Council Certifications demonstrates the professional commitment to public safety, diverse knowledge of construction safety codes and a high level of self-initiative by Coeur d'Alene Building's staff. Being professionally certified by the Code Council provides a nationally recognized credential that will only enhance the services provided to our community. Our Building Services Director, Ed Wagner, recently submitted a proposal to the State Building Code

Board to include residential flagpoles to be included in the list of work that is exempted from the Residential Code requirement for a building permit. The Building Code Board approval the proposal and it will be included in the next legislative session packet from the State Department of Building Safety. The enormously popular City Park Concert Series is in full swing with Barry Aiken & North Point providing Latin Rhythms and Salsa this Sunday. These concerts in the park are held every Sunday during the summer months, from 1:00 p.m. to 4:00 p.m. at the Rotary Lakeside Bandshell in CDA City Park. Bring your lawn chairs and blankets and come out for a great time and great music. Lifeguards are busy staffing the City Beach. The Recreation Department will have guards on duty 7 days a week, weather permitting, through August 18th. The guarded hours are from 11:30 a.m. to 6:00 p.m.

ADJOURNMENT: Motion by Kennedy, seconded by Goodlander to recess to July 15, 2013, at 5:30 p.m. where the Parks and Recreation Commission will hold a meeting to hear public input regarding the future use of Person Field. The City Council will attend only to listen and will not otherwise participate. Motion carried.

The meeting recessed at 7:30 p.m.

Sandi Bloem, Mayor

ATTEST:

Renata McLeod, City Clerk

RESOLUTION NO. 13-039

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVING THE SURPLUS OF POLICE CANINE "JUSTICE" AND TRANSFER OF OWNERSHIP; APPROVING AN APPARATUS RENTAL AGREEMENT WITH THE IDAHO DEPARTMENT OF LANDS FOR THE FIRE DEPARTMENT; APPROVING A RELINQUISHMENT OF SANITARY SEWER EASEMENT WITHIN RIVERSTONE DEVELOPMENT; APPROVING A RELINQUISHMENT OF A PORTION OF 8TH STREET RIGHT-OF-WAY TO COEUR D'ALENE SCHOOL DISTRICT 271 AT BRYAN SCHOOL; APPROVING A SOLE SOURCE EXPENDITURE FOR TRAFFIC SIGNAL EQUIPMENT AT 3RD STREET AND HARRISON AVENUE INTERSECTION AND PLAN APPROVAL FOR THE INTERSECTION RECONSTRUCTION; AND APPROVING A CONTRACT FOR WWTP PHASE 5C.1 - INITIAL TMF AND NITRIFICATION IMPROVEMENTS WITH WILLIAMS BROTHER CONSTRUCTION, LLC.

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 as summarized as follows:

- A) Approving the Surplus of Police Canine "Justice" and Transfer of Ownership;
- B) Approving an Apparatus Rental Agreement with the Idaho Department of Lands for the Fire Department;
- C) Approving a Relinquishment of Sanitary Sewer Easement within Riverstone Development;
- D) Approving a Relinquishment of a Portion of 8th Street Right-of-Way to Coeur d'Alene School District 271 at Bryan School;
- E) Approving a Sole Source Expenditure for Traffic Signal Equipment at 3rd Street and Harrison Avenue Intersection and Plan Approval for the Intersection Reconstruction;
- F) Approving a Contract for WWTP Phase 5C.1 Initial TMF and Nitrification Improvements with Williams Brother Construction, LLC;

AND;

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements or other actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits "A through 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 16th day of July, 2013.

Sandi Bloem, Mayor

ATTEST

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER ADAMS Voted _____

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EDINGER

_____ was absent. Motion _____.

Voted

Coeur d'Alene Police



Service, Pride, Excellence and Dedication

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

GENERAL SERVICES COMMITTEE STAFF REPORT

DATE: July 8, 2013

FROM: Lieutenant Bill McLeod

SUBJECT: Police Department Canine Surplus

Decision Point

Should the City Council approve the request of the Police Department to surplus Justice, a Narcotics Detection Canine, and transfer ownership to her handler, Officer Craig Buhl, which would also include the required residential kennel, harnesses and toys purchased by the City?

<u>History</u>

Justice is the Police Department's first police canine and was trained as a "Narcotics Detection Canine". Justice is a 13 year old Boxer Mix and started her service with the department in 2002 when she was 2 years old and has been assigned to Officer Craig Buhl as her handler ever since. Justice was obtained through a Canine training facility in McNeil Island, WA in 2002 for a \$500 Administrative fee.

Justice was recently examined at Prairie Animal Hospital by Dr. Mary Prince. The examination revealed Justice has lost muscle tone in her right hind leg, which is believed to be a result of arthritic joints. Dr. Prince believes this could also create balance issues. Based on Justice's age and current physical condition, Dr. Prince recommends that Justice be retired from service duty, which the Police Department is also recommending. The retirement of Justice will also prevent additional medical costs incurred by the City which may occur due to future injury or other medical conditions. Due to the unique and emotional bond between a canine and handler, the Police Department recommends that Justice be retired from service and ownership transferred to Officer Buhl for no monetary exchange after Officer Buhl waives any liability and releases the City of Coeur d'Alene from any and all liability or responsibility for the canine.

Financial Impact

The only financial impact would be if the Department obtains a new Canine, which is to be determined.

Recommendation

Staff recommends the City Council approve the request of the Police Department to surplus Justice, a Narcotics Detection Canine, and transfer ownership to her handler, Officer Craig Buhl, including the required residential kennel, harnesses and toys purchased by the City.

City of Coeur d'Alene FIRE DEPARTMENT

"City of Excellence"

Staff Report

Date: July 8, 2013

From: Kenny Gabriel, Fire Chief

Re: Department of Lands Rental Agreement

DECISION POINT: For Mayor and City Council to approve the current Equipment rental agreement with Idaho Department of Lands (IDL).

HISTORY: The Coeur d'Alene Fire Department has been a part of the IDL immobilization plan for Wildland fires for thirteen (13) years. Each year they evaluate the reimbursement rates and set a new fee schedule.

FINANCIAL ANALYSIS: This agreement covers our expenses in the event we send an apparatus and personnel to a Wildland fire in or out of the area.

PERFORMANCE ANALYSIS: With an ever growing wildland/urban interface area in and around the City our chances of experiencing a wildland and or an interface fire is significantly higher not only in the City but in neighboring communities as well. We also have historically sent crews and apparatus to fires throughout the region, most recently to Southern California. It is a great opportunity to lend assistance to other jurisdictions who need our help and for our personnel to gain valuable experience working within that type of incident structure.

DECISION POINT/RECOMMENDATION: For the Mayor and City Council to approve the current apparatus rental agreement with Idaho Department of Lands.

IDAHO COOPERATOR CERTIFICATION FORM (CCF)

- A. The equipment listed on the Idaho CCF meets all of the minimum requirements found in the Idaho Fire Service Organization Rate Book (FSO Rate Book) for use and operation of the equipment type identified.
- B. Failure to accurately classify the equipment type as described in the FSO Rate Book shall result in a downgrade of typing and a reduction in rate to the type level the equipment meets as set forth in the FSO Rate Book. Failure of the equipment described herein to meet all FSO Rate Book requirements, or to provide the qualified personnel or equipment within 24 hours, will be cause for release and return to point of hire in pay status.
- C. It is agreed that the hiring entity may inspect the listed equipment and the appropriate training records. These inspections may be done preseason or at the incident during fire season.
- D. A copy of this certification shall be provided to the Finance/Administration Section Chief or their designated representative immediately upon arrival at an incident. When the Idaho Cooperator Certification Form (CCF) has been completed, no other agreement (or EERA) is necessary.
- E. The individuals listed on the Idaho Cooperation Certification Form Resources list, Appendix 1 (page 2), meet all of the requirements for the position(s) listed in accordance with National Wildfire Coordinating Group (NWCG), Wildland Fire Qualification System Guide, PMS 310-1, or NFPA Equivalency. Operators must possess a valid Driver's License and have the knowledge, skills, and abilities to operate the type and class of equipment listed herein.

I certify that the equipment and personnel listed herein meet the minimum resource typing standards as shown in the Idaho Fire Service Organization Rate Book. I hereby certify that I am authorized to sign this Idaho Cooperator Certification Form.

Fire Chief (Signature)

Date

Kenneth G Gabriel Fire Chief Name (Printed)

<u>Coeur d' Alene Fire Department</u> Fire Department Name (Printed)

Idaho Cooperator Certification Form (CCF) Resources

Qualification(s)/Licenses

Name

(NWCG/NFPA/EMS) Lee Holbrook - Batallion Chief Command Office/ Paramedic John Morrison - Batallion Chief Command Officer / Paramedic Pete Vandall - Battalion Chief **Command Officer** Bill Deruyter - Engine Captain Paramedic Matt Sowa - Engine Captain Paramedic Jeff Sells - Engine Captain Paramedic Steve Jones - Engine Captain Paramedic Jeff Canfield - Engine Captain/Acting BC NWCG-Crew Boss Jeff Fletcher - Type 1 Engine Operator Paramedic Bob Hamilton - Type 1 Engine Operator Paramedic Mandy Jacques - Firefighter Paramedic Kevin Latscha - Firefighter Paramedic Don Bates - Firefighter Paramedic Eric Paul - Firefighter Paramedic Scott Deitrich - Firefighter Paramedic Scott Robinson - Firefighter Paramedic

IDAHO COOPERATOR CERTIFICATION FORM (CCF) When the Idaho Cooperator Certification Form (CCF) has been completed, no other agreement (or EERA) is necessary.

1. IDL Area/District/Association a. Name and Address:	Ŭ	greement No		ooooary.	2. EFFECTIVE DATES OF CERTIFICATION
	c F	hone:			a. Beginning:
					b. Ending:
	d. F				
3. FIRE DEPARTMENT a. Name and Address:		-mail Address ashko@cdaid			4. ORDERING DISPATCH CENTER
Coeur d' Alene Fire Department 300 E. Foster Ave					
CDA, ID 83814			208-769-2340		
		ell Phone: 20	208-659-2005)8-659-7538		
	-	AX: 208-769			
5. THE FOLLOWING EQUIPMENT IS BEING PROV	/IDED				NG SUPPLIES
☑ Fully Operated	ated				 Provided by FSO ack – Provided by Government
 ITEM DESCRIPTION - Provide: Make, Model, Ye License Plate No., and List NWCG Equipment T 			8. HRLY/DAILY, BASIS	/MILEAGE/SHIFT	9. SPECIAL
Description	Туре	Minimum Staff	Rate	Unit	3. OF LOIAL
1986 MACK/GRUMMAN PUMPER			\$2,674.00	PER DAY	
VIN# 1M2H144C9GM001187 LIC# F413, FOAM 5%	E1	4	\$191.00	PER HOUR	CREW SIZE - 4 FULLY OPERATED RATE
			\$4,412.00	20P PERIOD	
1999 E-ONE PUMPER			\$2,674.00	PER DAY	
VIN# 4EN3AAA82X1001059 LIC# F409	E1	4	\$191.00	PER HOUR	CREW SIZE - 4 FULLY OPERATED RATE
			\$4,412.00	20P PERIOD	
2003 SPARTAN PUMPER			\$2,674.00	PER DAY	
VIN# 4S7AT32903C043246	E1	4	\$191.00	PER HOUR	CREW SIZE - 4 FULLY OPERATED RATE
LIC# F1630			\$4,412.00	20P PERIOD	
2007 SPARTAN PUMPER			\$2,674.00	PER DAY	
VIN# 4S7AU2C977C057351	E1	4	\$191.00	PER HOUR	CREW SIZE - 4 FULLY OPERATED RATE
LIC# F1207			\$4,412.00	20P PEROID	
1988 GMC 2-TON			\$1,624.00	PER DAY	
VIN# 1GDM7D1E5JV505207	WE4	2	\$116.00	PER HOUR	CREW SIZE - 2 FULLY OPERATED RATE
LIC# F1843			\$2,680.00	20P PERIOD	
2006 GMC			\$1,400.00	PER DAY	
VIN# 1GDE5C3246F416107	WE6	2	\$100.00	PER HOUR	CREW SIZE - 2 FULLY OPERATED RATE
LIC# F1981			\$2,310.00	20P PERIOD	
1986 CHEVY 4X4 1 TON			\$1,400.00	PER DAY	
VIN# 1GBJK34W1GJ160914	WE6	2	\$100.00	PER HOUR	CREW SIZE - 2 FULLY OPERATED RATE
LIC#F1258			\$2,310.00	20P PERIOD	

Description	Туре	Minimum Staff	Rate	Unit	Special
2012 DODGE 3500 AMBULANCE			\$1,806.00	PER DAY	
VIN# 3C7WDTBL4CG195661	ALS	2	\$129.00	PER HOUR	CREW SIZE - 2 FULLY OPERATED RATE
LIC# C10903			\$0.00		
2009 FORD F350 XLT AMBULANCE			\$1,596.00	PER DAY	
VIN# 1FDW37R69EA55787 LIC# C13500	BLS	2	\$114.00	PER HOUR	CREW SIZE - 2 FULLY OPERATED RATE
			\$0.00		
2008 FORD F350 AMBULANCE	BLS	2	\$1,596.00	PER DAY	
VIN# 1DFW37R78EC83540			\$114.00	PER HOUR	CREW SIZE - 2 FULLY OPERATED RATE
LIC# C13501			\$0.00		
			\$57.00	PER DAY	
2008 CHEVROLET TAHOE 4X4 1/2 TON VIN# 1GNFK030X8R171286	COMM/ CHASE	0	\$0.30	PER MILE	CREW SIZE - 5 UNOPERATED RATE
LIC# F2220	01#102		\$0.00		
			\$57.00	PER DAY	
2008 CHEVROLET TAHOE 4X4 1/2 TON VIN# 1GNFK03098R171599	COMM/ CHASE	0	\$0.30	PER MILE	CREW SIZE - 5 UNOPERATE RATE
LIC# F2218	ONAGE		\$0.00		
	COMM/ CHASE		\$57.00	PER DAY	
2008 CHEVROLET TAHOE 4X4 1/2 TON VIN# 1GNFK03058R171311		0	\$0.30	PER MILE	CREW SIZE - 5 UNOPERATED RATE
LIC# F2219			\$0.00		UNOFERATED RATE
	COMM/ CHASE		\$64.00	PER DAY	
2005 FORD F250 4X4 CREW CAB PU VIN# 1FTSW21Y95EB87482		0	\$0.34	PER MILE	CREW SIZE - 5 UNOPERATED RATE
LIC# F1842			\$0.00		UNOFERATED RATE
			\$57.00	PER DAY	
2005 DODGE DAKOTA 4X4 CREW CAB PU VIN# 1D7HW48N355149870	COMM/	0	\$0.30	PER MILE	CREW SIZE - 5
LIC# F1891	CHASE		\$0.00		UNOPERATED RATE
			\$57.00	PER DAY	
2000 DODGE DURANGO 4X4 VIN# 1B4HS28N8YF130266	COMM/	0	\$0.30	PER MILE	CREW SIZE - 5
LIC# F1702	CHASE		\$0.00		UNOPERATED RATE
10. SPECIAL PROVISIONS - Hourly rate to apply	on first and	last day not	· · ·	rate.	
11. SIGNATURE OF FIRE CHIEF OR AUTHORIZE	D AGENT	1	2. SIGNATURE	OF FIRE WARD	EN OR AUTHORIZED AGENT
13. PRINT NAME AND TITLE	14. DATE	1	5. PRINT NAME	AND TITLE	16. DATE
Mayor Sandi Bloem					

	December 2011) ment of the Treasury Revenue Service	Request fo Identification Numb	r Taxpayer er and Certificat	tion	Give Form to the requester. Do not send to the IRS.
		n your income tax return)			
N	Business name/dis	regarded entity name, if differert from above			
age					1
d uo su	Check appropriate	box for federal tax classification: proprietor C Corporation S Corporation	Partnership Trust/	estate	
Specific Instructions on page	Limited liabili	ty company. Enter the tax classification (C=C corporation, S	S=S corporation, P=partnership)	•	Exempt payer
ch	Other (see ins				
pecifi		street, and apt. or suite no.)	Req	uester's name and address	s (optional)
See S	City, state, and ZIP	code			
	List account number	er(s) here (cptional)			
		yer Identification Number (TIN)		Coolel coourity numb	
avo side	oid backup withhol ent alien, sole prop	propriate box. The TIN provded must match the nar Iding. For individuals, this is your social security num vrietor, or disregarded entity see the Part I instruction yer identification number (EIN). If you do not have a	nber (SSN). However, for a ns on page 3. For other	Social security numb	-
		n more than one name, see the chart on page 4 for g	uidelines on whose	Employer identificati	ion number
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The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

. The U.S. owner of a disregarded entity and not the entity,

The U.S. grantor or other owner of a grantor trust and not the trust, and

 The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a lax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Urder U.S. law, this student will become a resident alian for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

 The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

 You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only). Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see Special rules for partnerships on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exampt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

 A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

 An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include: 6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a), 13. A financial institution.

14. A middlemar known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for	THEN the payment is exempt for
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-300-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:		
1. Individual 2. Two or more irdividuals (joint account)	The individual The actual owner of the account or, if combined funds, the first individual on the account '		
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²		
 a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law 	The grantor-trustee '		
 Sole proprietorship or disregarded entity owned by an individual 	The owner ³		
 Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(l)(A)) 	The grantor*		
For this type of account:	Give name and EIN of:		
 Disregarded entity not owned by an Individual 	The owner		
8. A valid trust, estate, or pension trust	Legal entity *		
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation		
 Association, club, religious, charitable, educational, or other tax-exempt organization 	The organization		
11. Partnership or multi-member LLC	The partnership		
12. A broker or registered nominee	The broker or nominee		
 Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments 	The public entity		
 Grantor trust fling under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(l)(8)) 	The trust		

¹List first and circle the name of the person whose number you furnish. If only one person on a joint account has anSSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

⁹ You must show yourindividual name and you may also enter your business or "DBA" name on the "Business namedisregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IFS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is notdesignated in the account title.) Also see Specal rules for partnershipson page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- · Ensure your employer is protecting your SSN, and
- · Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file Information returns with the IRS to report Interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

STAFF REPORT

DATE: July 8, 2013 FROM: Don Keil, Assistant Wastewater Superintendent SUBJECT: Relinquishment of Sanitary Sewer Easement within Riverstone Development

PUBLIC WORKS COMMITTEE

DECISION POINT

Staff recommends City Council release of a sanitary sewer easement no longer necessary within Riverstone development. This easement was granted to the City by Instrument Number #846506, recorded in Kootenai County, Idaho, as Book 307, page 59 by W.I. Forest Products in 1980.

HISTORY

The old Central Pre-Mix sewer lift station, its force main, and discharge gravity line served the northwest portions of Coeur d'Alene, north of Seltice from 1973 to 2002. In 2002, the City constructed the Riverside Interceptor and eliminated the need for the lift station and its associated force main and its easements. Purchase and development of the old Central Premix, Boulevard R.V. Park, and W-I Lumber properties by Mr. John Stone created the Riverstone Development. In the various phases of Riverstones subdivisions, its master plan incorporated new public sewers to eliminate the old segments of the cross-county gravity sewer (now cross-lot) downstream of this unused lift station. The easement in question, through the W-I Forest property was recorded in 1980 (see Exhibit A).

PERFORMANCE ANALYSIS

With the advent of new lots and new sanitary sewer connections created within Riverstones development, a single lot, outside their property had to be reconnected to Riverstones new public sewer. With a new sewer lateral change for Fairwinds paid for by Riverstone, Fairwinds was reconnected to this new public sewer (see Exhibit B). This action removed the last user from the old sewer main. This required approvals from both parties and required a small private lateral easement through a northwest portion of Lot 7 of Riverstone Plaza (see Exhibit C). This private sewer easement has now been recorded (see Exhibit D) and as such, completes the "Sunset" wording intent to relinquish the old sewer easement embedded within Riverstone.

FINANCIAL ANALYSIS

There is no financial impact to the City.

SUMMARY

The old 1980 easement defined a cross-country public sewer use. Riverstone provided a newer and improved-access public sewer within a Public Street. Relinquishment of this easement will have no impact to the city but will benefit the developer by removal of an antiquated encumbrance for Riverstone Plaza Blk 1, Lot 7.

RELEASE OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the City of Coeur d'Alene, Kootenai County, Idaho, a municipal corporation duly organized and existing pursuant to the laws of the State of Idaho, does hereby forever release, quitclaim, and convey unto the legal owner of the servient estate the "Grant of Easement" recorded and described per Instrument No, 846506, attached as Exhibit "A", recorded on July 7, 1980.

IN WITNESS WHEREOF, the Grantor has set its hand and seal this 16th day of July, 2013.

CITY OF COEUR D'ALENE

By: _____ Sandi Bloem, Mayor

ATTEST:

Renata McLeod, City Clerk

STATE OF IDAHO)

) ss. County of Kootenai)

On this _____ day of ______, 2013, before me, a Notary Public, personally appeared Sandi Bloem 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 Coeur d'Alene My Commission expires:

Exhibit A

GRANT OF EASEMENT

846506

ANDK 307 PAGE 59

KNOW ALL MEN BY THESE PRESENTS, that W-I FOREST PRODUCTS, INC. NORTHWEST TIMBER DIVISION, the GRANTOR, for ind in consideration of the sum of One Dollar (\$1.00), and other good and valuable considerations, paid by THE CITY OF COEUR D'ALENE, Kootenai County, State of Idaho, the receipt of which is hereby acknowledged, does hereby give, grant and quitclaim unto the said CITY OF COEUR D'ALENE, a municipal corporation, Kootenai County, State of Idaho, the GRANTEE, easements for construction, maintenance, improvement and operation of a pipeline for sanitary sewer and related appurtenances, under, over and across the following described property, to-wit:

> A part of the Southeast Quarter of the Northeast Quarter and the North half of the Northeast Quarter, Section 10, Township 50 North, Range 4 West, Boise Meridian, and a part of Blocks 1 and 2, Riverside Park Addition, Kootenai County, Idaho, and the streets as platted adjacent to said Blocks 1 and 2, the permanent easement more particularly described as follows:

A strip of land 50 feet wide on each side of a centerline, described as follows:

Beginning at a point that is on the East line of said Southeast Quarter of the Northeast Quarter of Section 10, said point being the centerline of the old Milwaukee Railroad, and the centerline for the sanitary sewer known as Trunk line "A-1", said point being North 1286 feet from the East Quarter Corner of said Section 10; thence North 75° West, 278.6 feet; thence North 78° 30' West, 408.9 feet; thence North 66° 30' West, 98.9 feet; thence North 25° West, 28 feet, more or less, to the southerly right-of-way line of the Burlington Northern Railroad and the Termination Point for this Description.

The said easements are shown on the map attached hereto and by reference made a part hereof.

TO HAVE AND TO HOLD the said easements for said purposes, so long as the same shall be used, operated and maintained as such; and the Grantor does hereby dedicate said described parcels to the public use for said purposes.

The Grantor hereby agrees not to build, create or construct, or permit to be built, created or constructed, any construction, building, engineering works or other structures, over or which would interfere with said sewer line or lines or Grantee's rights hereunder.

It is understood by both parties that the Grantor has the right to fill over the easement, to the height of the surrounding ground. The Grantor agrees not to fill with broken concrete, large rocks, logs or other material which

RESOLUTION NO. 13-039

EXHIBIT "C-A"

would interfere with the Grantee's right to maintain the sanitary sewer,

Future adjustments to manholes will be made by the Grantee with no charge to the Grantor.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by its <u>Plant Manager</u> and its Corporate Seal attached this lst day of July, 1980.

> W-I FOREST PRODUCTS, INC. NORTHWEST TIMBER DIVISION GRANTOR,

BY fact Therest

STATE OF IDAHO)) ss. County of Kootenai)

On this <u>lst</u> day of July, 1980, before me, the undersigned Notary Public, personally appeared. <u>Jack Werst</u>, known to me to be the <u>Plant Manager</u> of the Corporation, W-I FOREST PRODUCTS, INC. NORTHWEST TIMBER DIVISION, that executed the foregoing instrument and the person who executed the instrument on behalf of said Corporation and acknowledged to me that such Corporation executed the same.

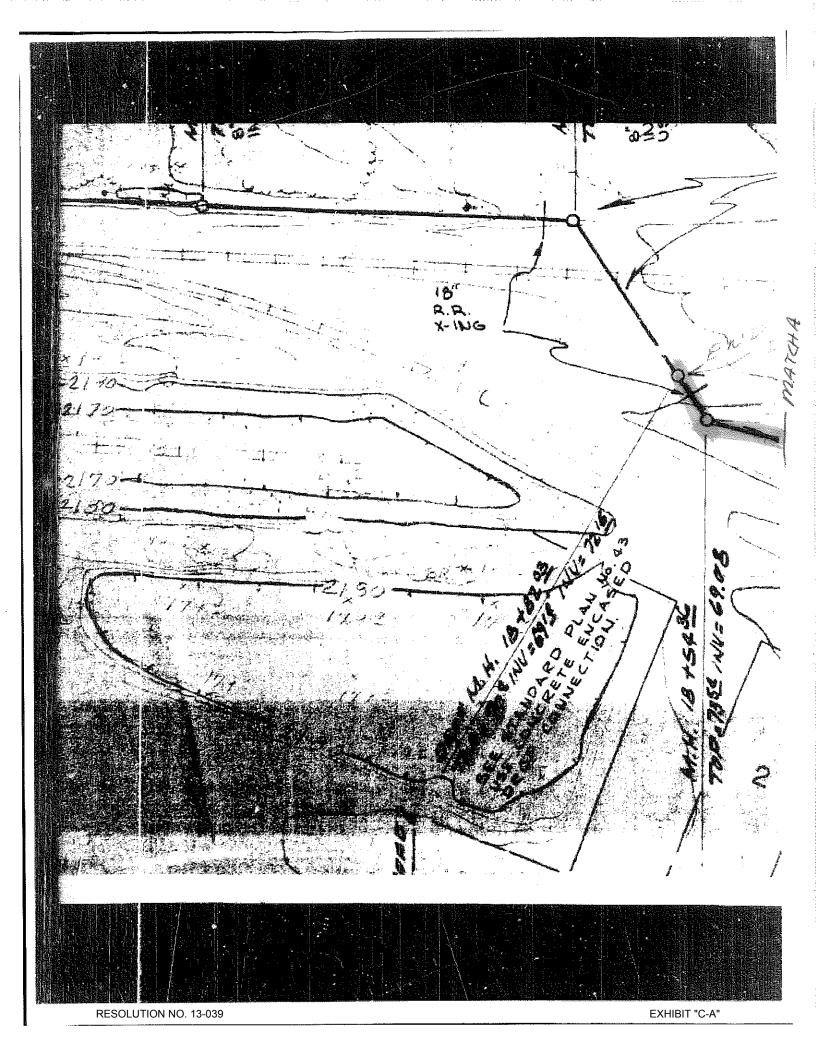
WITNESS MY HAND and seal the day and year first above written.

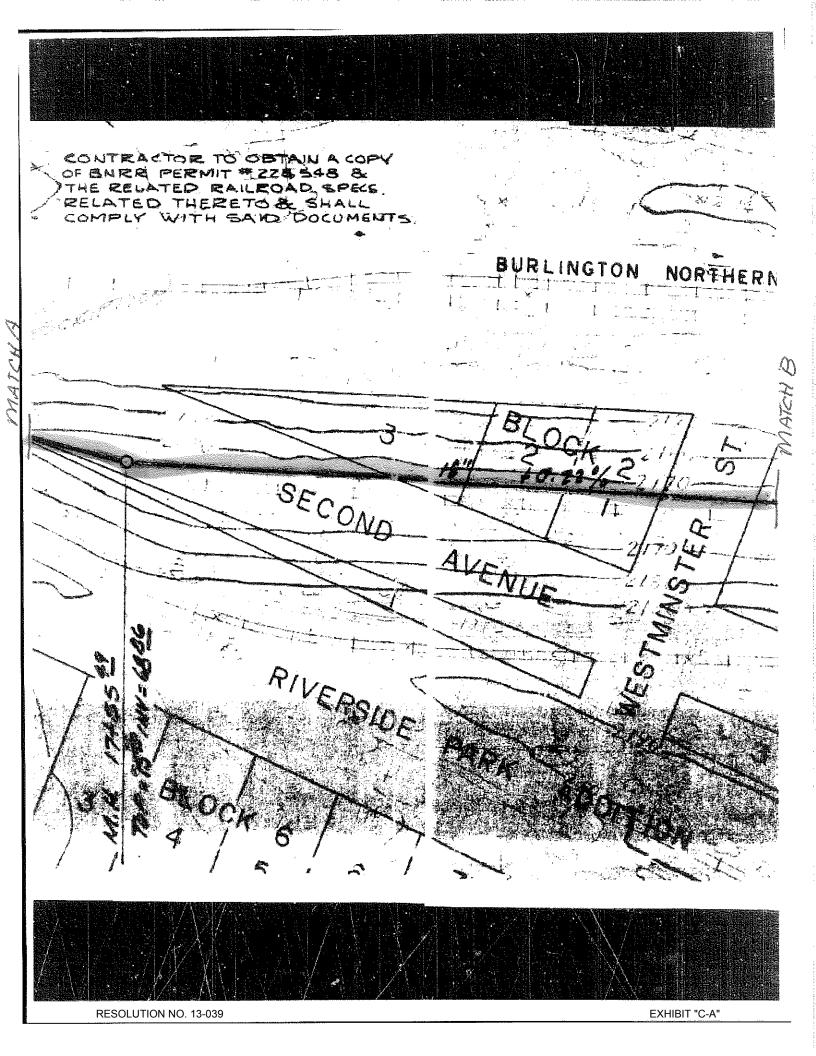
May McJarlan Notary Public for Idaho

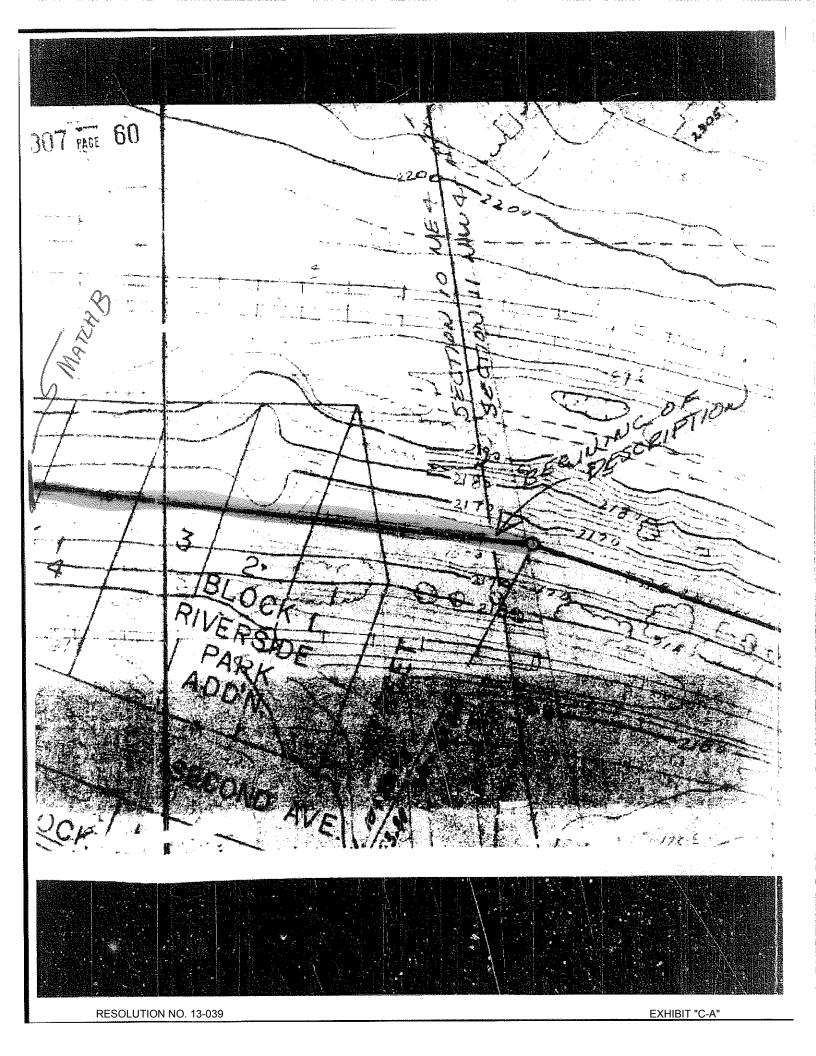
Residing at Coeur d'Alene Life Commission

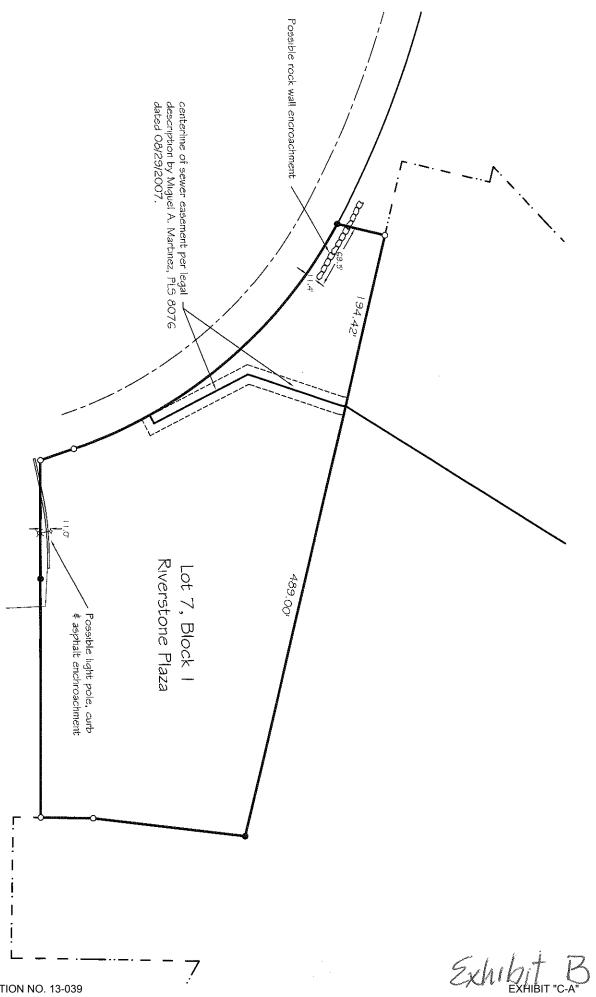
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EXHIBIT "C-A"









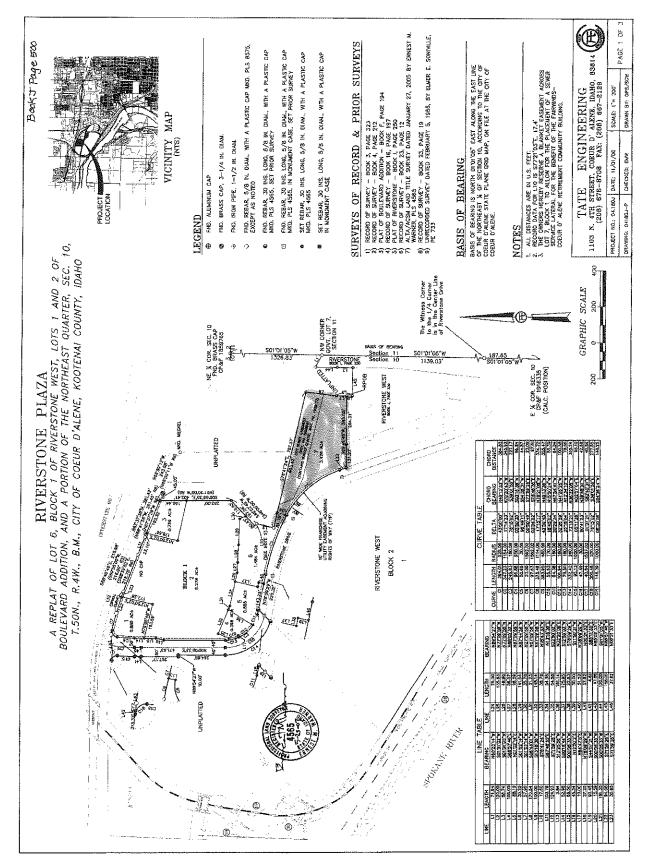


Exhibit C

EXHIBIT "C-A"

PUBLIC WORKS COMMITTEE STAFF REPORT

DATE:July 8, 2013FROM:Christopher H. Bates, Engineering Project ManagerSUBJECT:Relinquishment of a Portion of 8th Street Right-of-Way to Coeur
d'Alene School District 271 at Bryan School

DECISION POINT

To recommend to the City Council, the relinquishment and quit claim of a portion of 8th Street right-of-way that is located within the parking lot and school area proper of Bryan School, north of Birch Avenue.

HISTORY

The requested portion of 8th Street right–of-way was not dedicated on a subdivision plat document, but was granted to the City by deed (attached) from the Cowles (adjacent property owner) in 1948. Since it was not dedicated on a plat document, the request can be granted by relinquishment/quit claim, and not through the vacation process as would be dictated by State Code. The purpose of the dedication was for the extension of 8th Street, however, the subsequent construction of Bryan School in 1962 eliminated that possibility.

School District 271 is preparing to start remodeling a portion of the school, and, redesigning the parking area to allow for better circulation and student drop off. The r/w of 8th Street that extended into the school proper area impacts the proposed redesign, and, affects the building setback requirements that are designated in the City's zoning code.

PERFORMANCE ANALYSIS

The area dedicated to the City by the Cowles in 1948 was 82.20 feet by 60 feet. The City can relinquish the northerly 52.20 feet of that area dedicated and still retain sufficient area to encompass the portion of 8th Street that is constructed and ends in the existing cul-de-sac north of Birch Avenue. The area that would be relinquished is already utilized by the School District as part of the Bryan School parking lot.

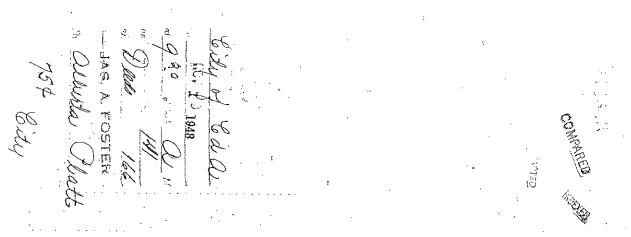
FINANCIAL ANALYSIS

There is no financial impact to the City.

SUMMARY

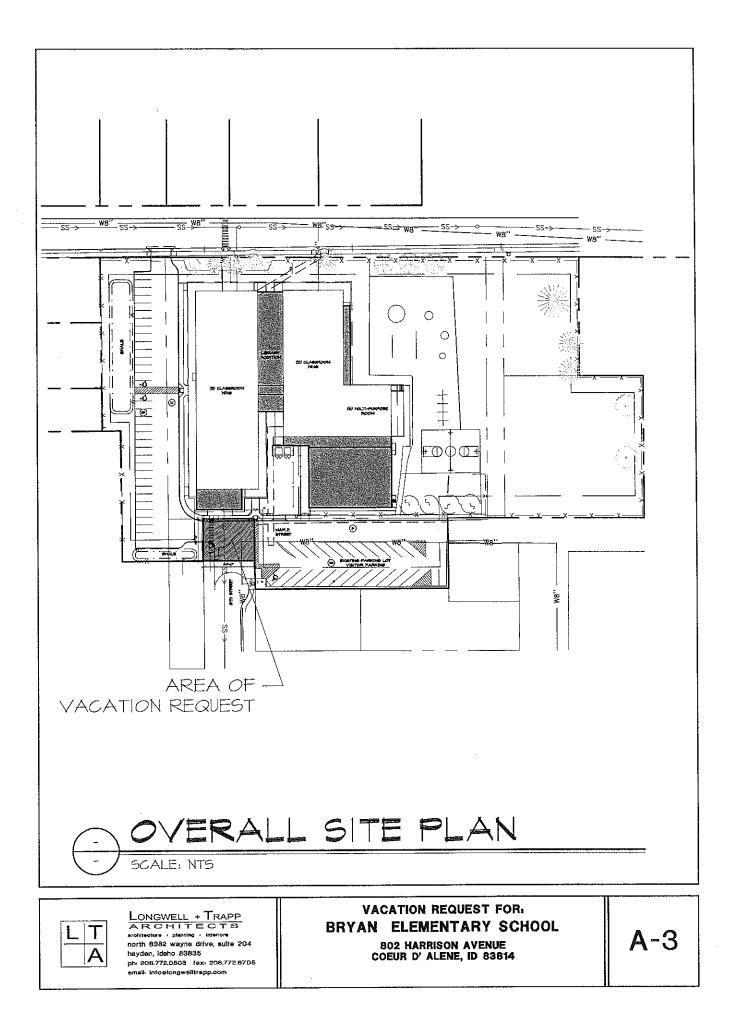
The Coeur d'Alene School District is requesting that the City relinquish and quit claim a portion of 8th Street right-of-way that was dedicated for the extension of the street in 1948, but, never occurred. The reason for the request is that the District is preparing to start a remodeling project on Bryan School, and, the r/w which extends into the existing parking area, affects the building setbacks for the new construction, and, impacts the proposed parking lot reconstruction. Relinquishment of the are requested would not impact the existing 8th Street roadway which is already constructed, and ends in a cul-de-sac outside of the area of request. It is recommended that the Public Works Committee approve the request and forward approval of the action for the relinquishment to the City Council, with the direction for staff to prepare documents for relinquishment and recordation at the County Recorder's Office.

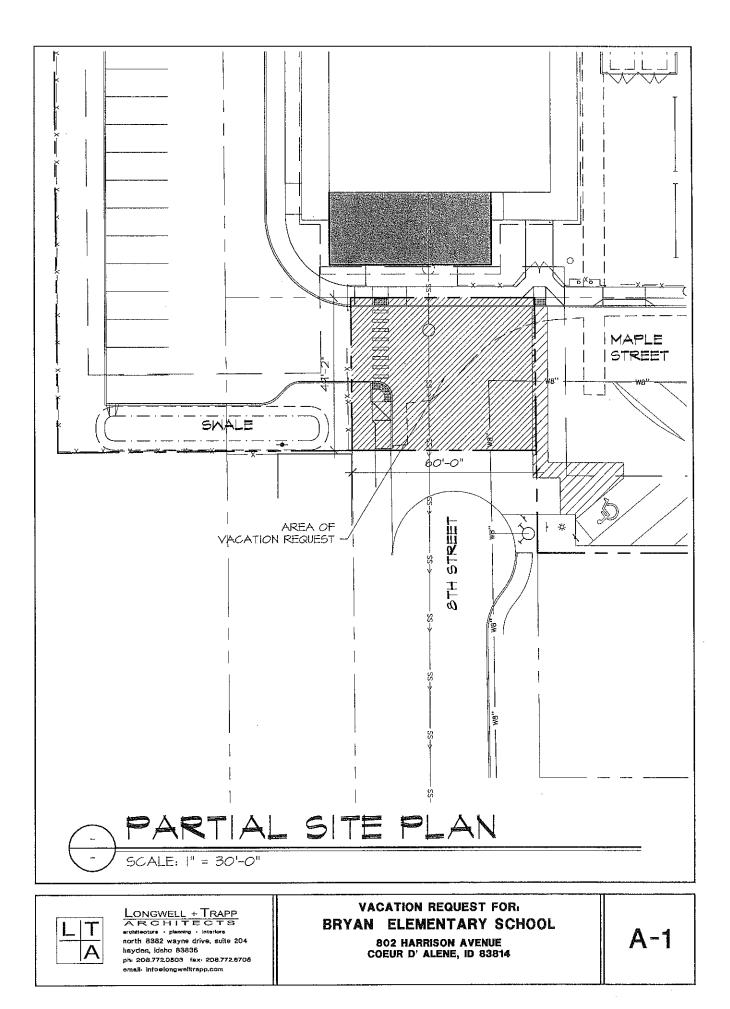


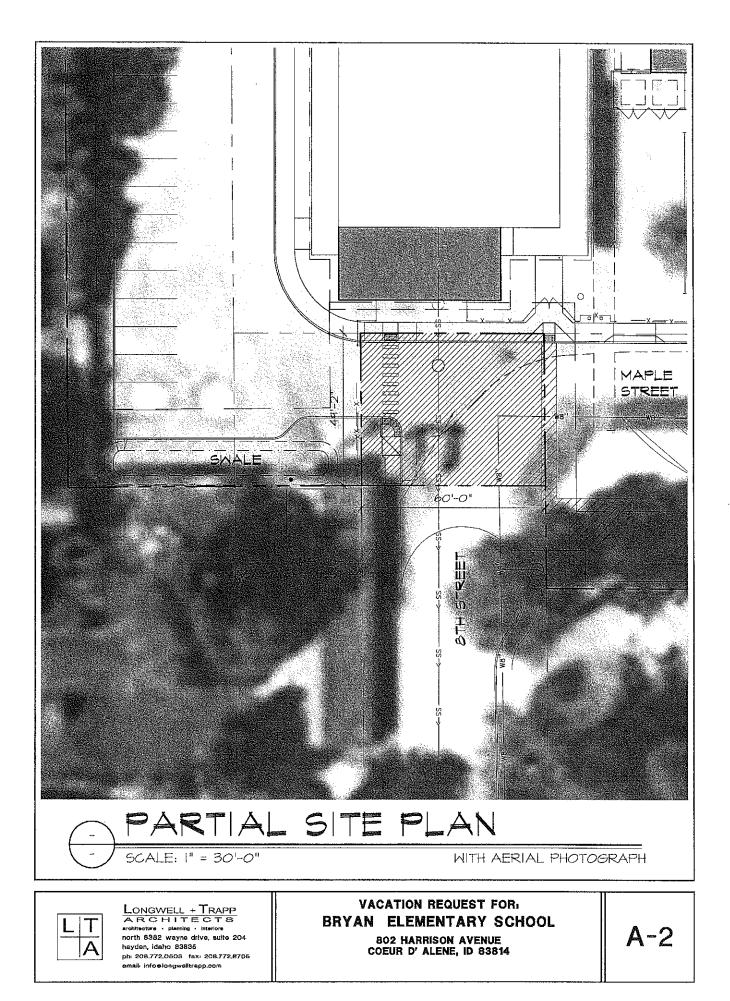


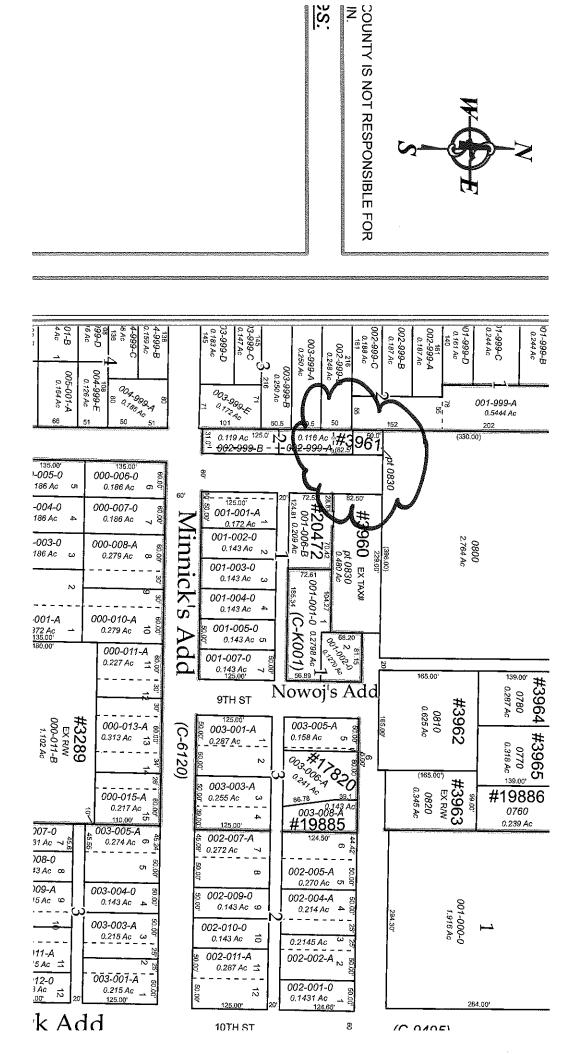
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QUITCLAIM DEED

THIS INDENTURE, made this _____ day of July, 2013, between the City of Coeur d'Alene, a municipal corporation and political subdivision of the State of Idaho duly organized and existing pursuant to the laws of the State of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID, 83814-3956, hereinafter the "Grantor", and, Coeur d'Alene School District No. 271, Kootenai County, Idaho, duly organized and existing pursuant to the State of Idaho, whose offices are located at 1400 Northwood Center Court, Coeur d'Alene, ID, 83814, the "Grantee",

WITNESSETH: That the Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, paid by Coeur d'Alene School District No. 271, receipt of which is acknowledged, does hereby remise, release, convey and forever quitclaim all right, title and interest, excepting therefrom a perpetual utility easement together with the rights of ingress and egress for the operation and maintenance of existing sanitary sewer mainline and appurtenances, which the Grantor has now or may hereinafter acquire, unto the Grantee, for all of the lands and premises described as follows:

The northerly 52.20 feet of the 82.20 foot parcel conveyed to the City of Coeur d'Alene from Ray A. Cowles and Josie C. Cowles by Deed, recorded in Book 141 of Deeds, Page 166, in November 1948 (attached).

The Grantee, its heirs, successors and assigns shall not construct any buildings, structure/s or improvements, grant other easements on, under, over, or, across the noted easement, or, increase or decrease the existing ground elevations over the easement without obtaining the prior consent of the Grantor.

To Have and to Hold, all and singular the said land and premises described herein, together with the appurtenances, unto the Grantee, their heir's and assigns, forever.

IN WITNESS WHEREOF, The city of Coeur d"Alene has hereunto executed this document on the _____ day of July, 2013.

CITY OF COEUR D'ALENE

By:

Sandi Bloem, Mayor

Attest:

Renata McCleod, City Clerk

STATE OF IDAHO)) ss. County of Kootenai)

On this _____ day of ______, 2013, before me, a Notary Public, personally appeared Sandi Bloem 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 Coeur d'Alene My Commission expires: _____

DEED

KNOW ALL MEN BY THESE PRESENTS, That We, RAY A. COWLES and JOSIE C. COWLES, husband and wife, of Kootenai County, Idaho, parties of the first part for and in consideration of the sum of One Dollar and Other Valuable Considerations to us in hand paid by the City of Coeur d'Alene, Kootenai County, Idaho, have sold and conveyed and by these presents do sell and convey to the said City of Coeur d'Alene, Kootenai County, Idaho, party of the second part, the following described lands and premises situated in Kootenai County, Idaho, to-wit:

13 TSO RATIO

Beginning at a point 10 feet East of the Northeast corner of Lot 1, Block 2 of Minnick's Addition to the City of Coeur d'Alene, said point being on the West line of 8th Street as established by Ordinance No. 793 of the said City of Coeur d'Alene; thence Northerly along the West line of 8th street extended 82.20 feet more or less to the South line of Bryan School property; thence Easterly along said school property line 60 feet; thence Southerly along the East line of 8th Street extended 82.25 feet more or less to 8th Street as now exists; thence Westerly 60 feet to place of beginning.

This land is deeded to the City of Coeur d'Alene for street purposes. The land deeded to be an extension of 8th Street in said City.

Dated this 16th day of November, 1948.

Pay a. Bowles

STATE OF IDAHO))) COUNTY OF KOOTENAI)

SS:

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

Notarý fublic in and for the State of Idaho, residing at Coeur d'Alene. My Commission expires fum. 15-1949



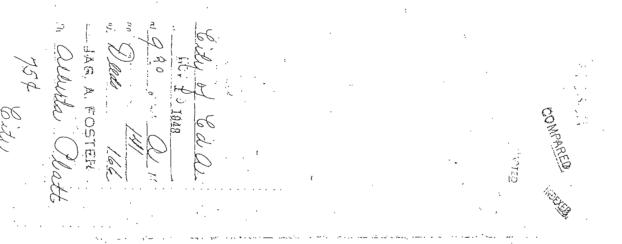
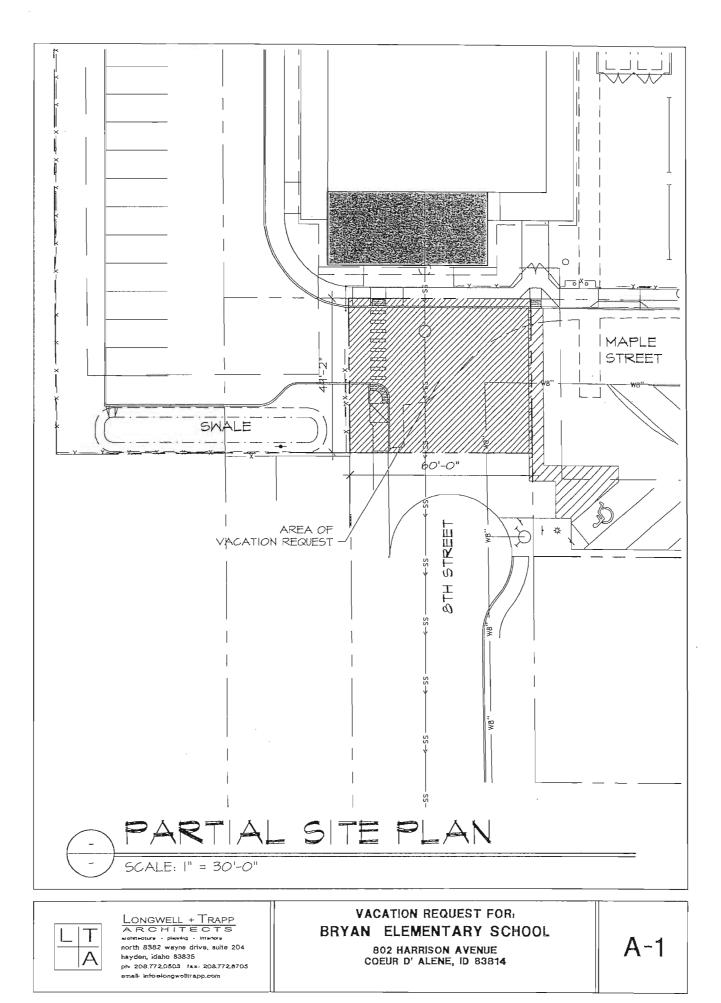


EXHIBIT "D"



RESOLUTION NO. 13-039

EXHIBIT "D"

PUBLIC WORKS COMMITTEE

STAFF REPORT

DATE:July 8, 2013FROM:Gordon Dobler, City EngineerSUBJECT:Approval for sole source expenditure for traffic signal equipment at 3rd Street & Harrison
Avenue intersection, and, plan approval for the intersection reconstruction

DECISION POINT

Staff is requesting the following in regard to the 3rd Street & Harrison Avenue Intersection:

- 1. Approval of a sole source expenditure for traffic signal equipment for the 3rd Street and Harrison Avenue intersection from Northwest Signal Supply.
- 2. Design approval for the intersection reconfiguration and signal installation.

HISTORY

This signal is now the oldest traffic control fixture in the City's inventory, and, it is the only one that is fastened to span wires instead of mast arms which are the current standard for signal construction. The traffic signal at 3rd and Harrison is on the Capital Improvement plan for this year, and, with the design work entering the final stages we are now preparing for construction.

The current intersection will be reconfigured from three (3) lanes on the north side to two (2) lanes. The existing left turn lane will be dropped, resulting in an intersection design that is more conducive to the flow of traffic and providing a better south bound to east bound turning movement from 3rd to Harrison. Also, removal of this lane eliminates vehicles traveling directly at the printing business that is located on the southeast corner of the intersection. The curb radii will be widened, which in conjunction with the realignment will facilitate school buses and other large vehicle turns.

As on previous intersection reconstructions, when traffic signals are constructed as a stand alone project by the City, the City will purchase the traffic signal equipment in order to make sure it is compatible with existing equipment in the City inventory.

FINANCIAL ANALYSIS

Funds for the traffic signal equipment come from impact fees, and, the cost for the equipment is approximately \$128,000 (previously purchased signal equipment at 15th & Harrison and 15th & Margaret both cost \$127, 920.00). A list of the specific equipment to be purchased is shown on the approved traffic signal plans (attached). Installation costs average +/- \$40,000.00.

The intersection reconstruction, including design (road & signal & construction staking), infrastructure and installation will be approximately \$88,000.00.

PERFORMANCE ANALYSIS

Idaho code requires purchases for personal property in excess of \$50,000 to publicly bid. However, an exception can be made for sole source expenditures when there is only one source reasonably available and "where the compatibility of equipment, components, accessories, computer software, replacement parts or service is the paramount consideration" (67-2808).

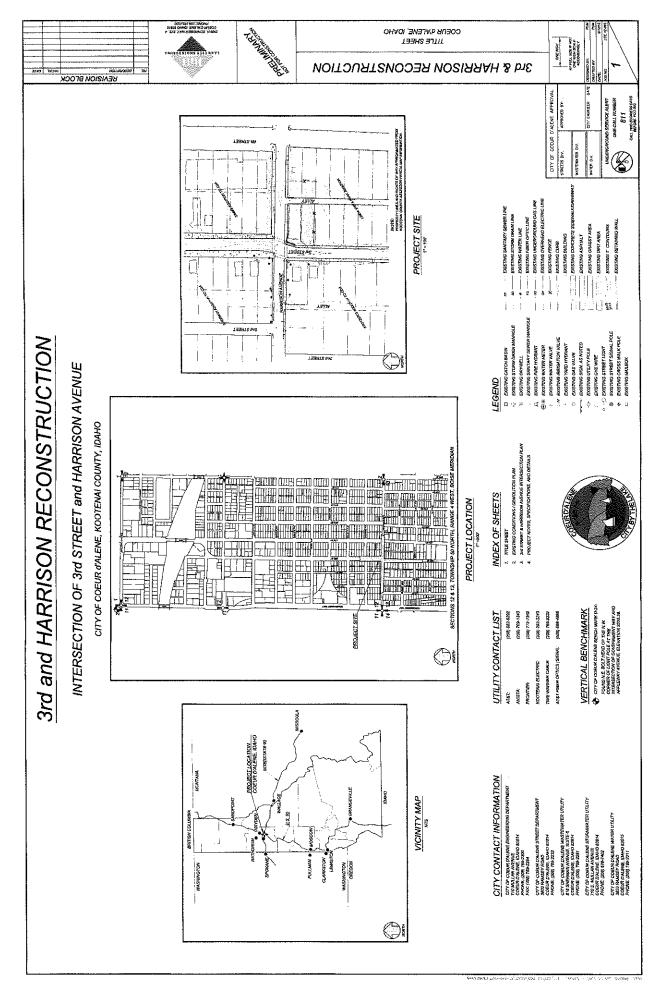
All of our traffic signal equipment (poles, mast arms, lights, cabinet, controllers, detection, conflict monitors, etc.) is provided by the same manufacturers in order to maintain compatibility between the component parts, availability of service, and, to reduce the expense necessary to stock

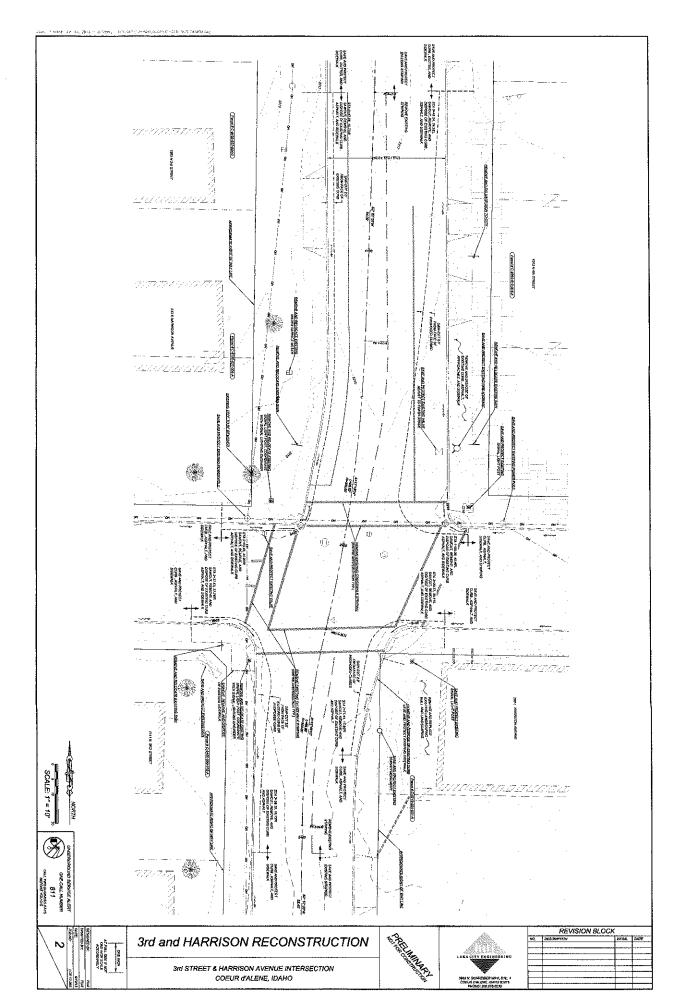
replacement parts. Many of the component parts are configured to operate with other specific component parts of the signal, making it infeasible to accept substitutes that would inevitably occur through the biding process. In addition, service for the controllers, detection, and related signal logic equipment is provided by the supplier. So, it is critical that the supplier be located close to Coeur d'Alene in order to provide timely response to equipment failures. Northwest Signal Supply is the closest and they are located in Portland, in addition, all of the existing signal equipment is serviced by them. Finally, it is infeasible to stock replacement parts for multiple manufacturers of a single piece of equipment. When equipment fails it must be replaced immediately or the signals will not operate, so we must have these parts on hand. Having one manufacturer means we only need one or two controllers, conflict monitors, load switches, etc. instead of several of each. The cost of keeping an inventory like that would be substantial.

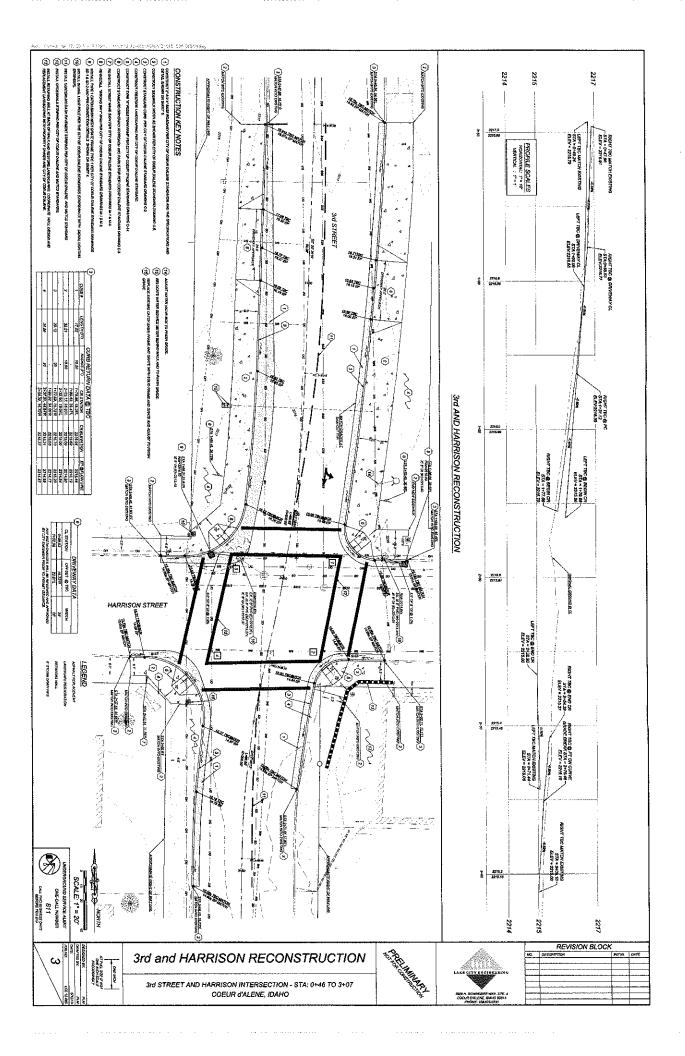
The construction timeline has not been determined at this time due to the lag time between ordering the signal equipment and the actual delivery time. However, it is anticipated that the construction and installation will occur about mid-September,

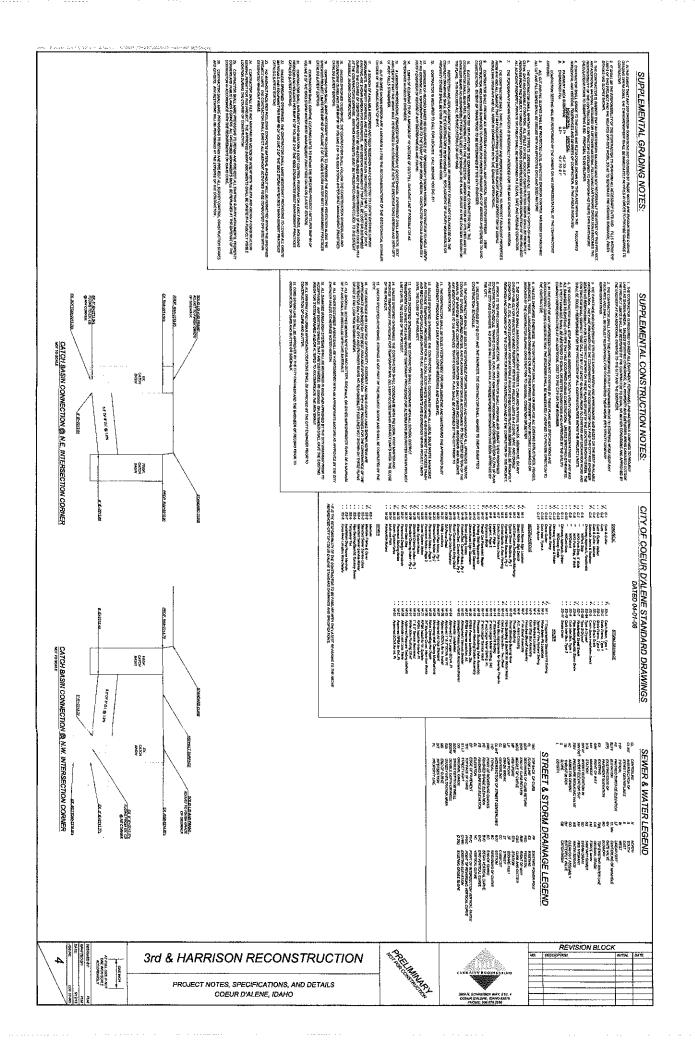
RECOMMENDATION

- 1. Staff recommends that the Public Works Committee recommend to Council the adoption of a resolution approving the sole source expenditure for traffic signal equipment for the 3rd Street and Harrison Avenue intersection.
- 2. Staff is requesting that the Public Works Committee recommend to Council to approve the plans for the reconstruction of the 3rd & Harrison intersection and the installation of the new traffic signal equipment.







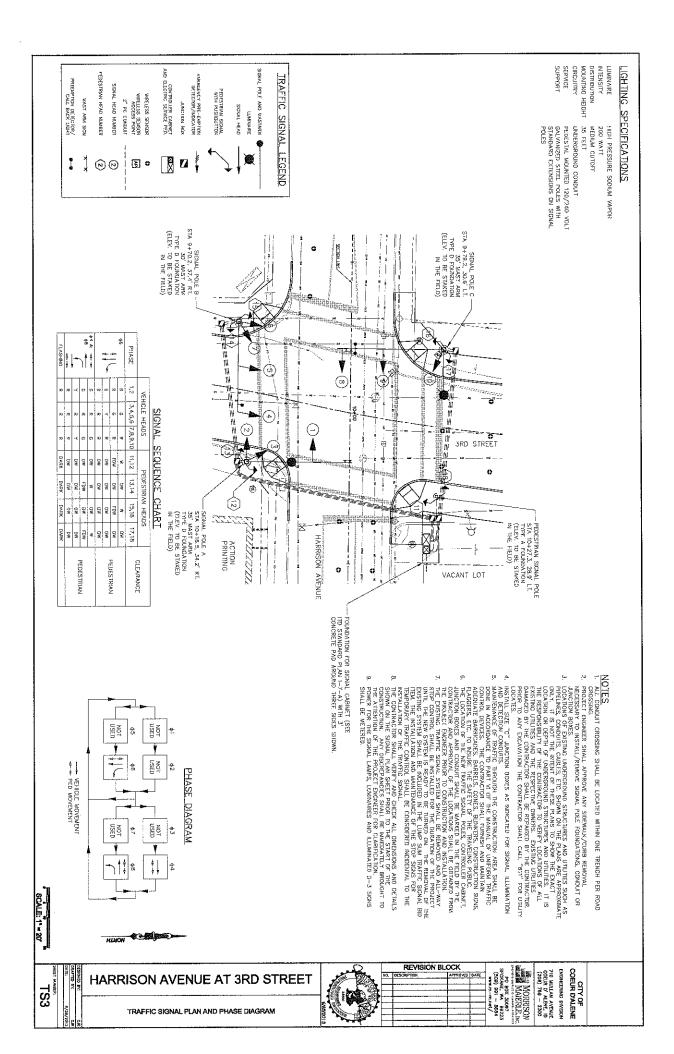


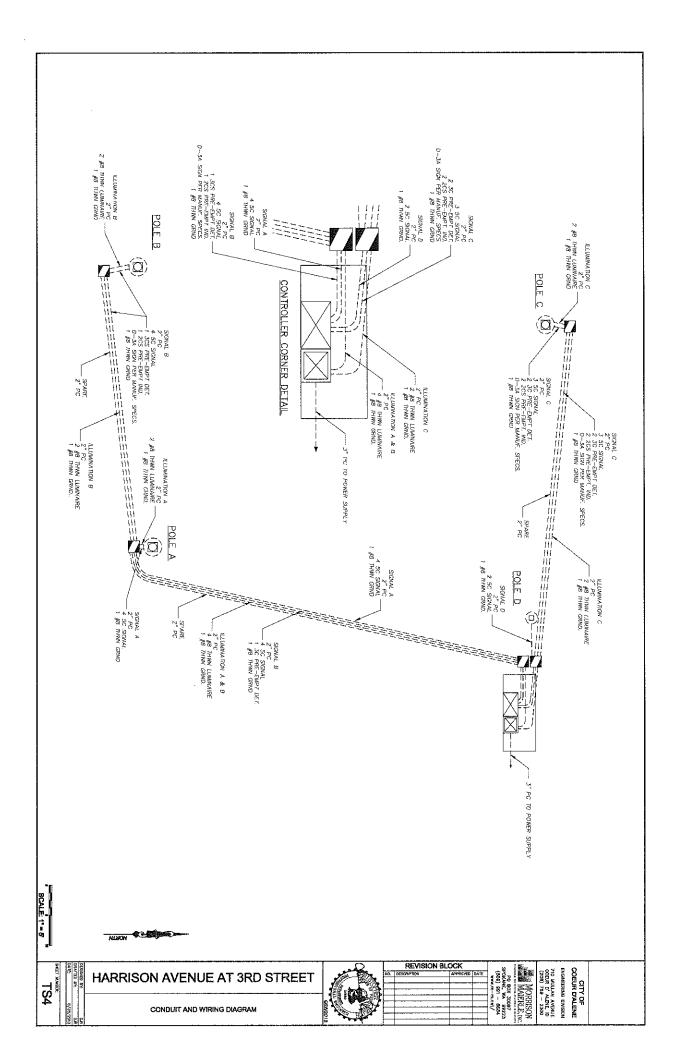
MORRISON MAIERLE, INC.	ENGINEER MORRISON-MAIERLE, INC. PO BOX 30067 SPOKANE, WA 99223 PHONE: (509) 991-8684 WWW.M-M.NET	MAYOR: SANDI BLOEM COUNCIL MEMBER: DAN GOOKN COUNCIL MEMBER: DEANNA GOODLANDER COUNCIL MEMBER: LOREN R. "RON" EDINGER COUNCIL MEMBER: MIKE KENNEDY COUNCIL MEMBER: STEVE ADAMS COUNCIL MEMBER WOODY MœVERS	CITY OF COEUR D'ALENE 710 EAST MULLAN AVENUE COEUR D'ALENE, ID 83814 PHONE: (208) 769-2300 FAX: (208) 769-2284	3RD (
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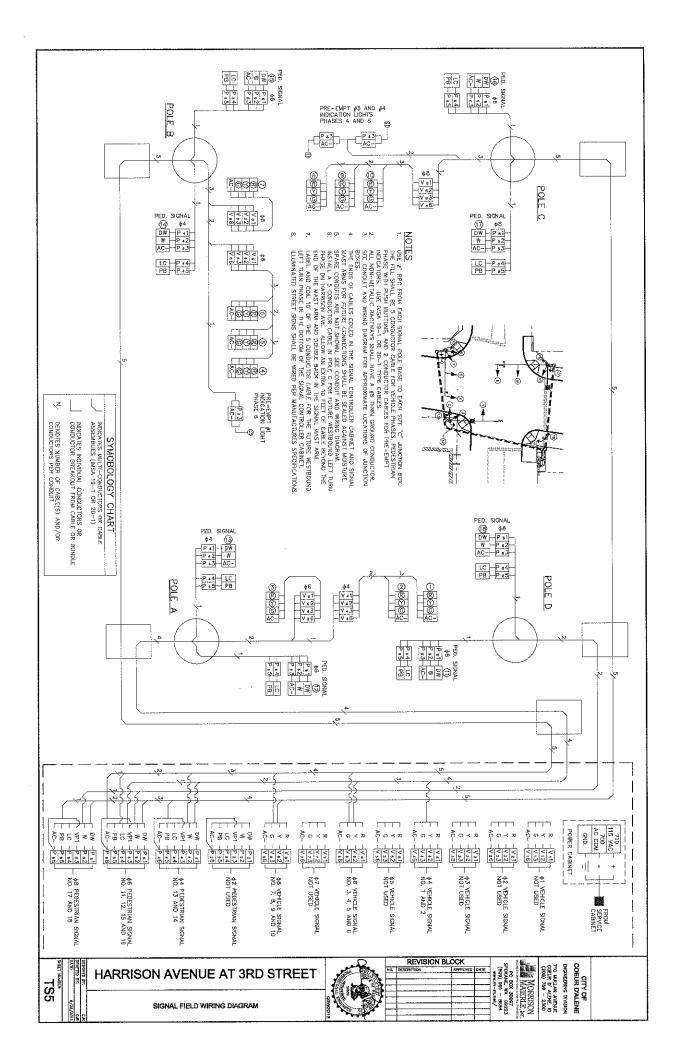
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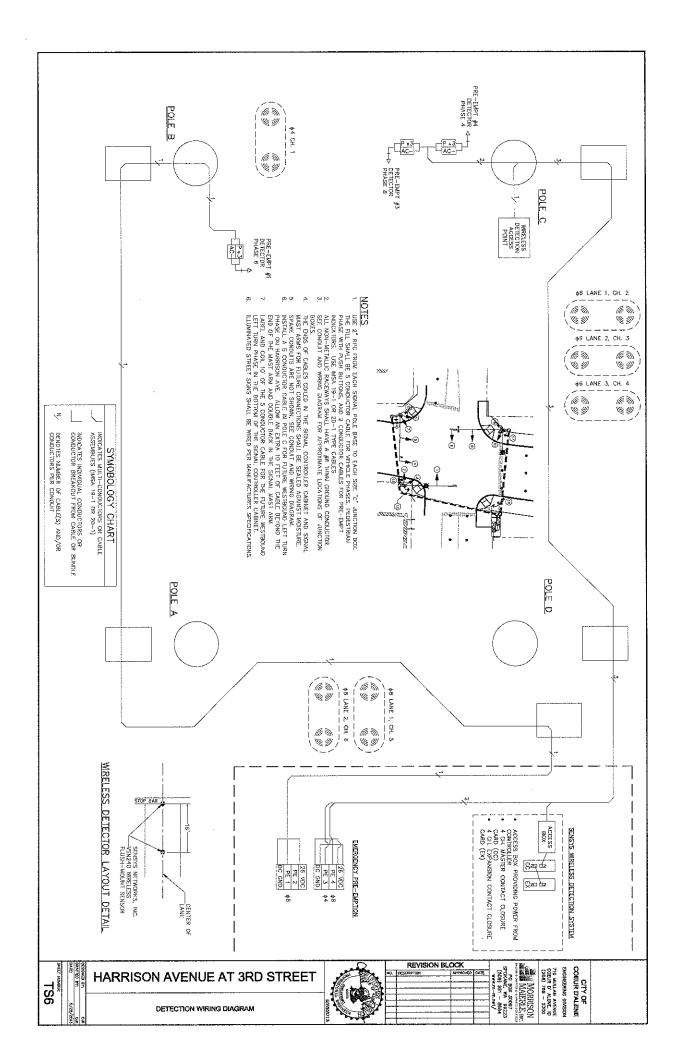
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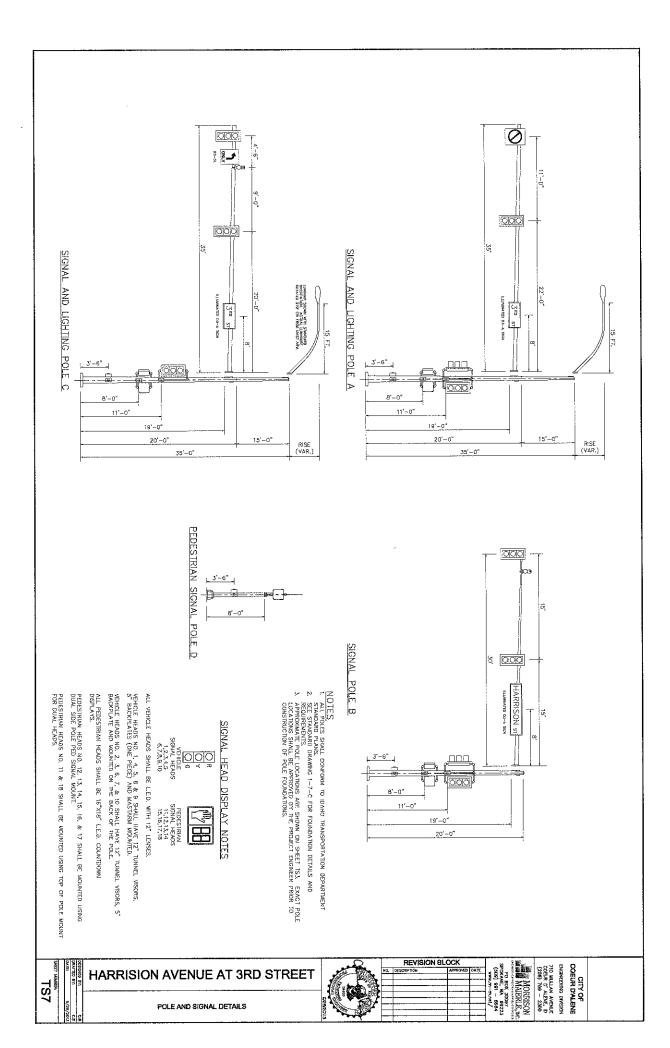
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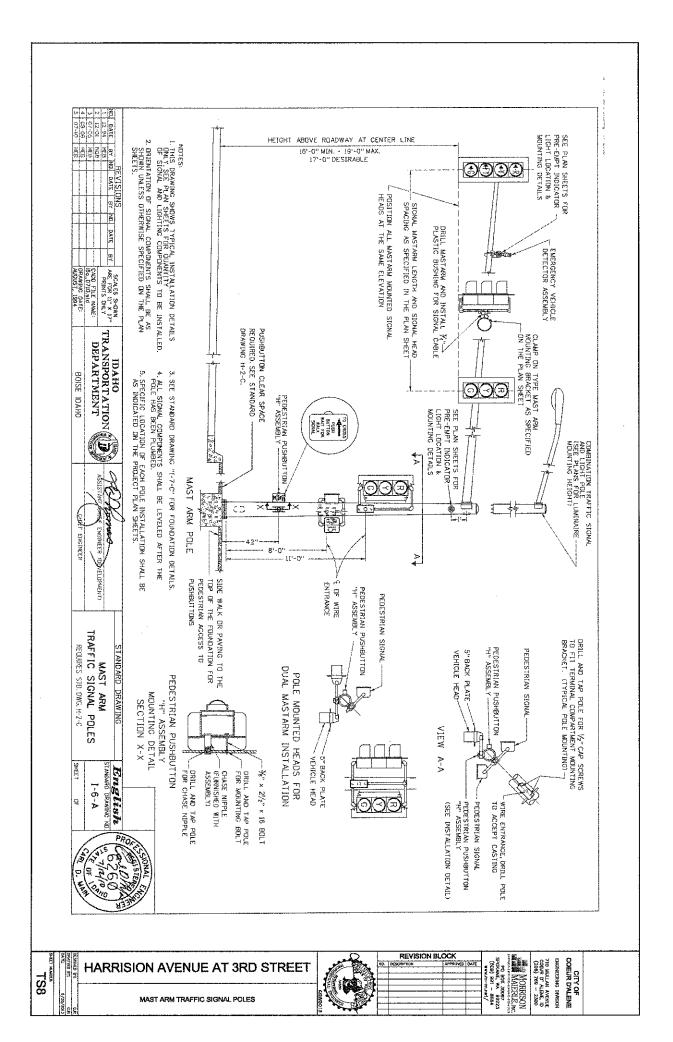


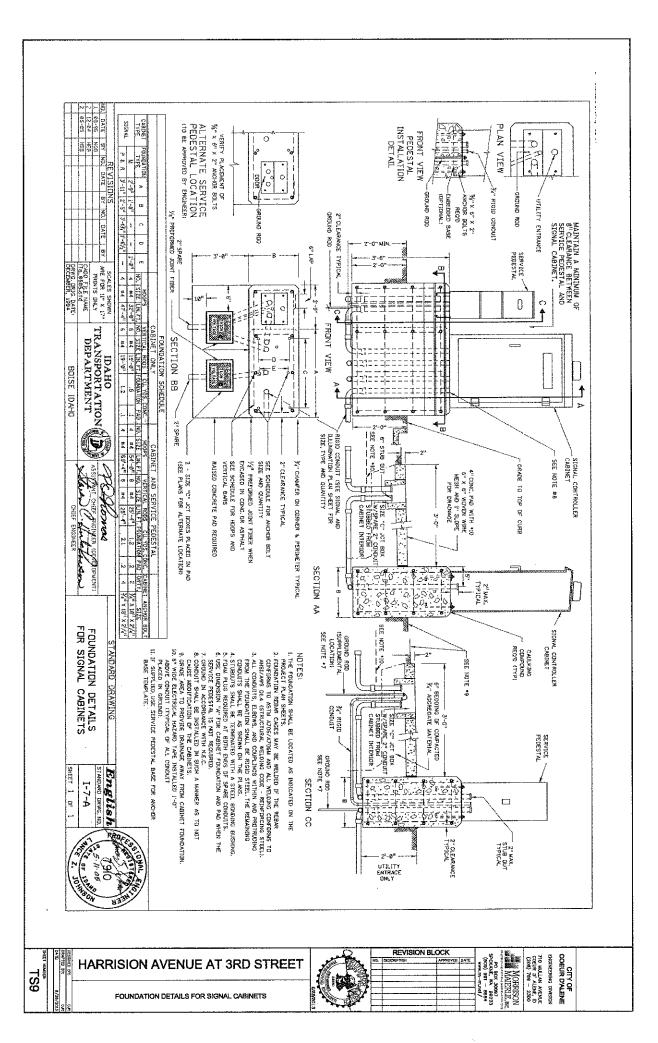


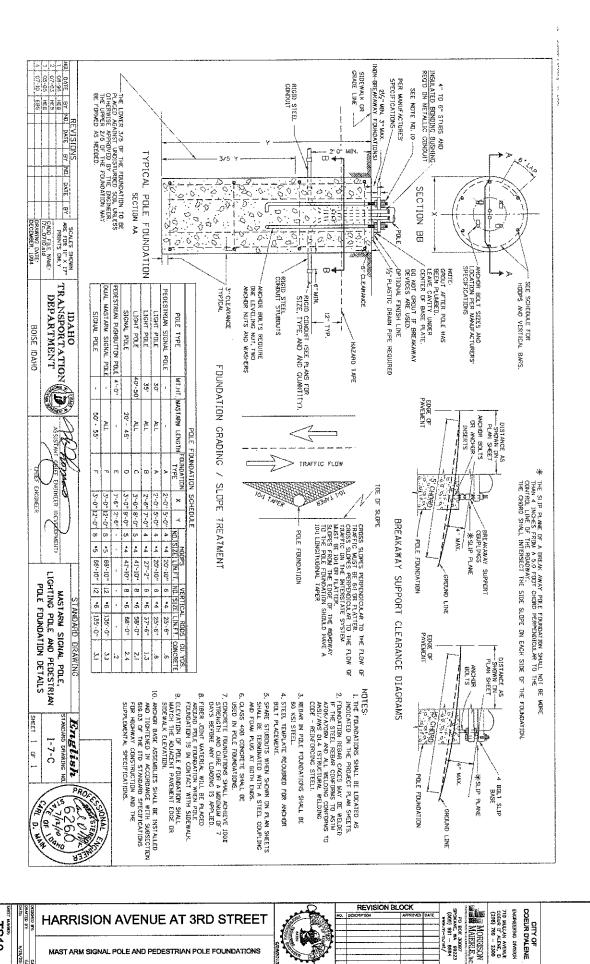




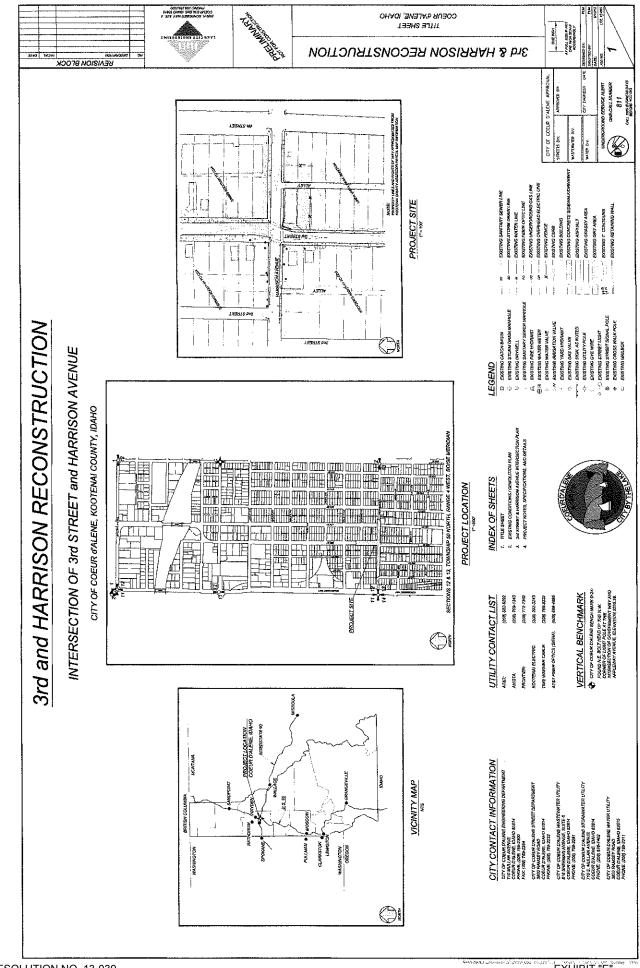








TS10



RESOLUTION NO. 13-039

EXHIBIT "E"

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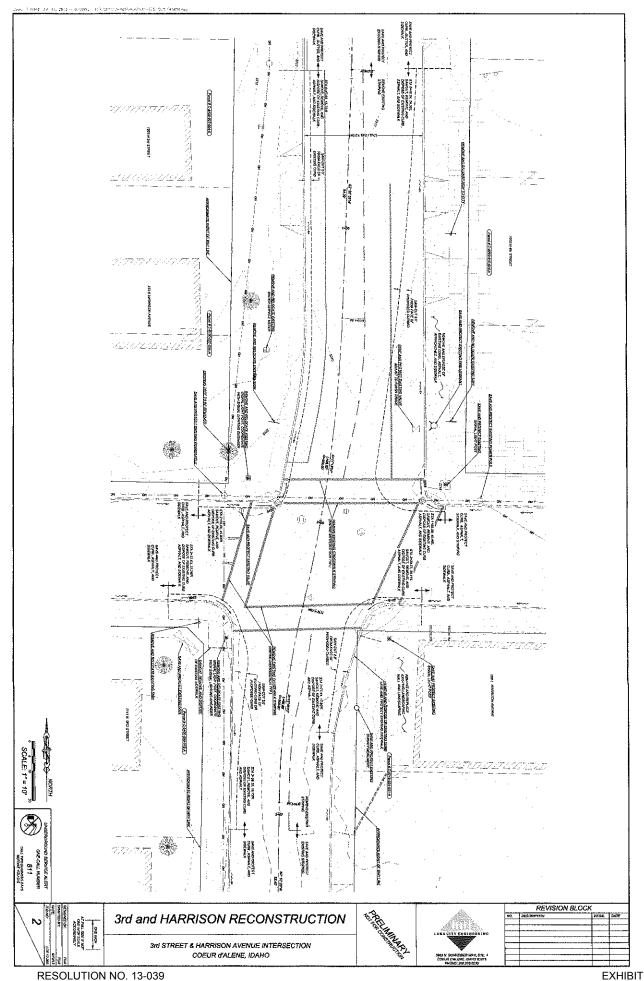


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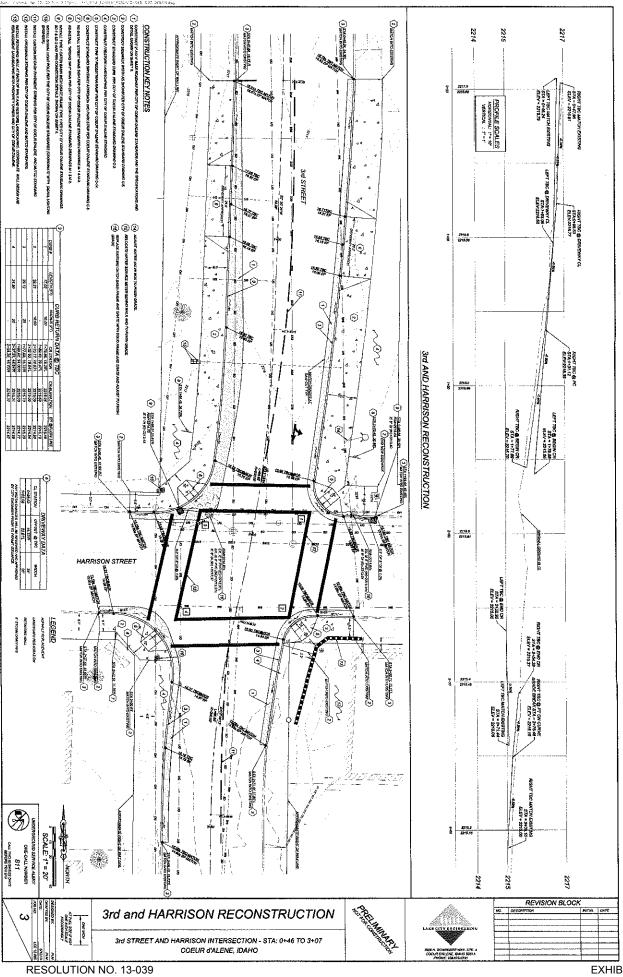
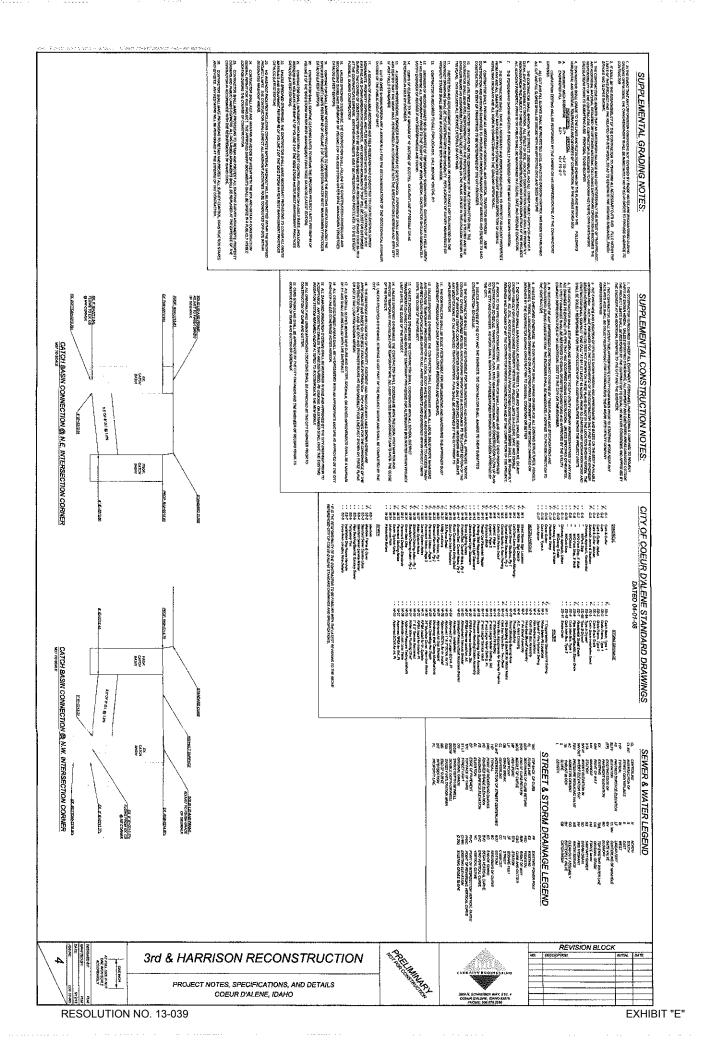


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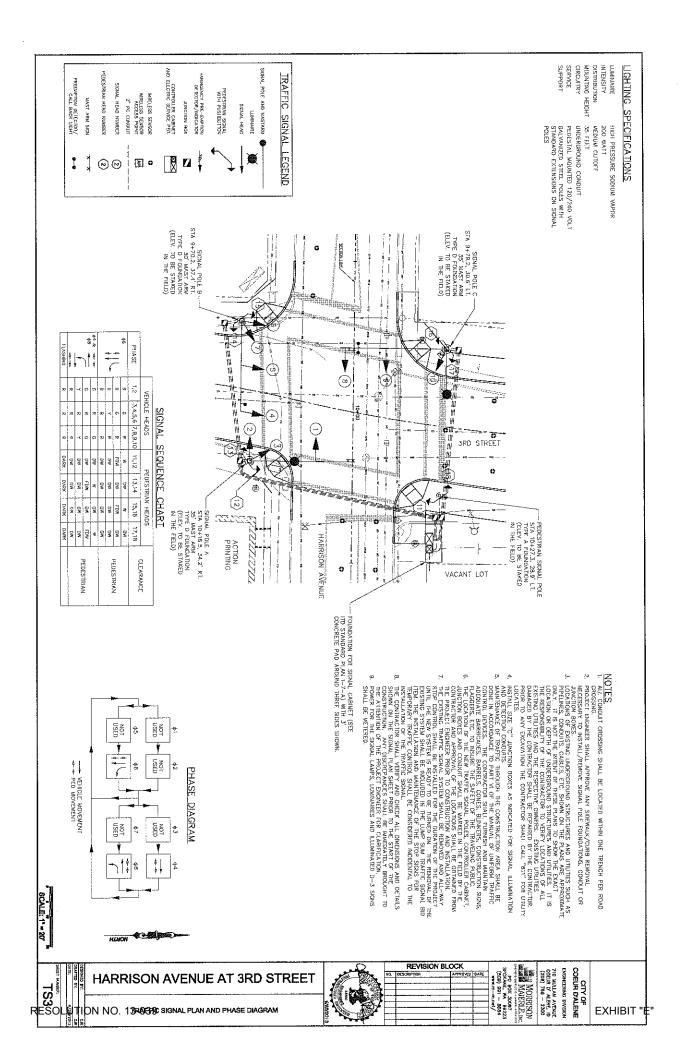
MORRISON MAIERLE, INC.	ENGINEER MORRISON-MAIERLE, INC. PO BOX 30067 SPOKANE, WA 99223 PHONE: (509) 991-8684 WWW.M-M.NET	MAYOR: SANDI BLOEM COUNCIL MEMBER: DAN GOOKIN COUNCIL MEMBER: DEANNA GOODLANDER COUNCIL MEMBER: LOREN R. "RON" EDINGER COUNCIL MEMBER: STEVE ADAMS COUNCIL MEMBER: WOODY MGEVERS	CITY OF COEUR D'ALENE 710 EAST MULLAN AVENUE COEUR D'ALENE, ID 83814 PHONE: (208) 769-2300 FAX: (208) 769-2284	3RD S	
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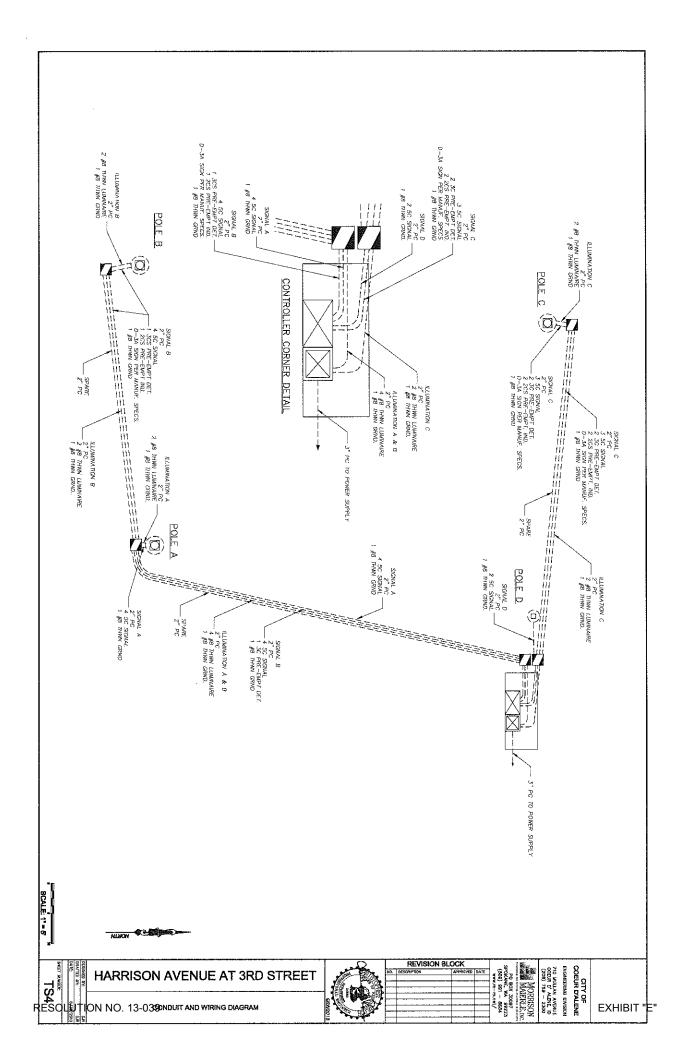
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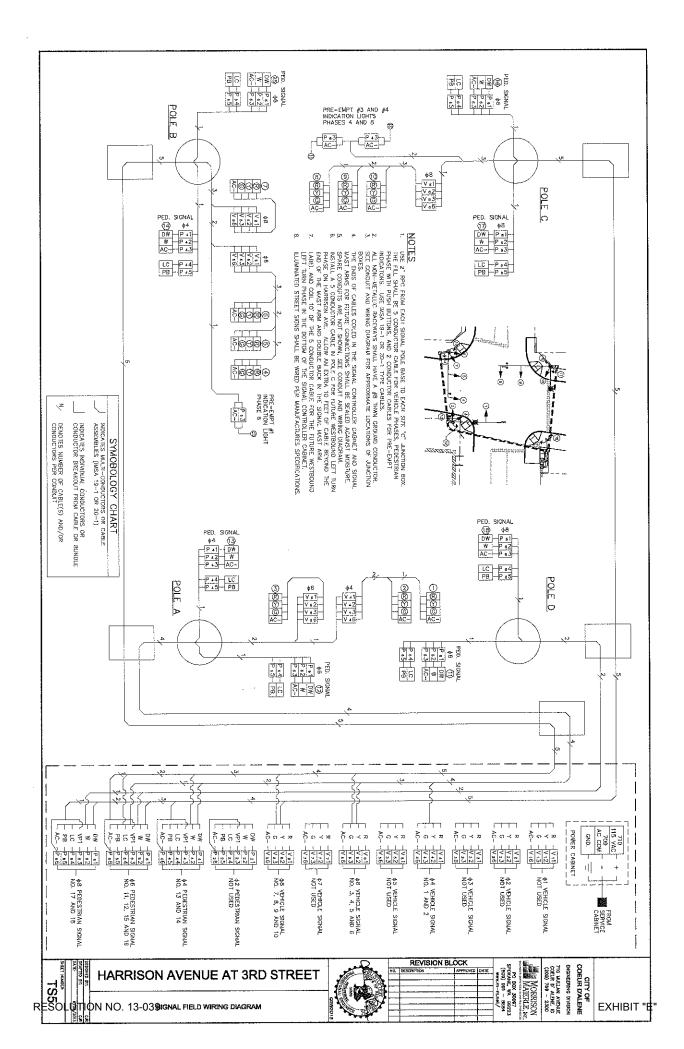
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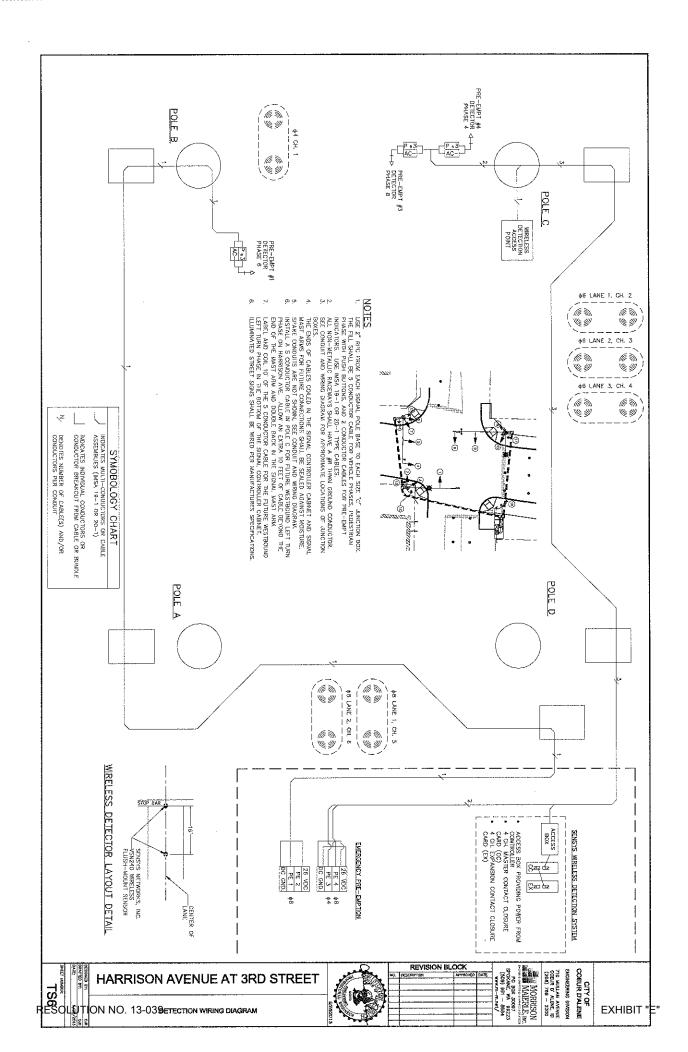
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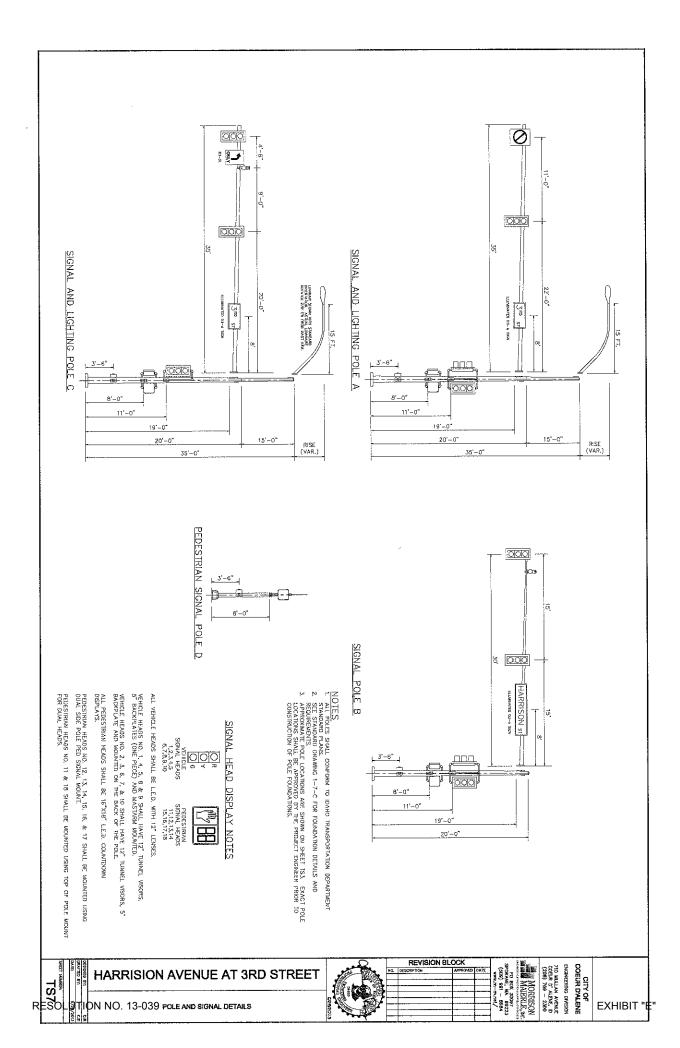
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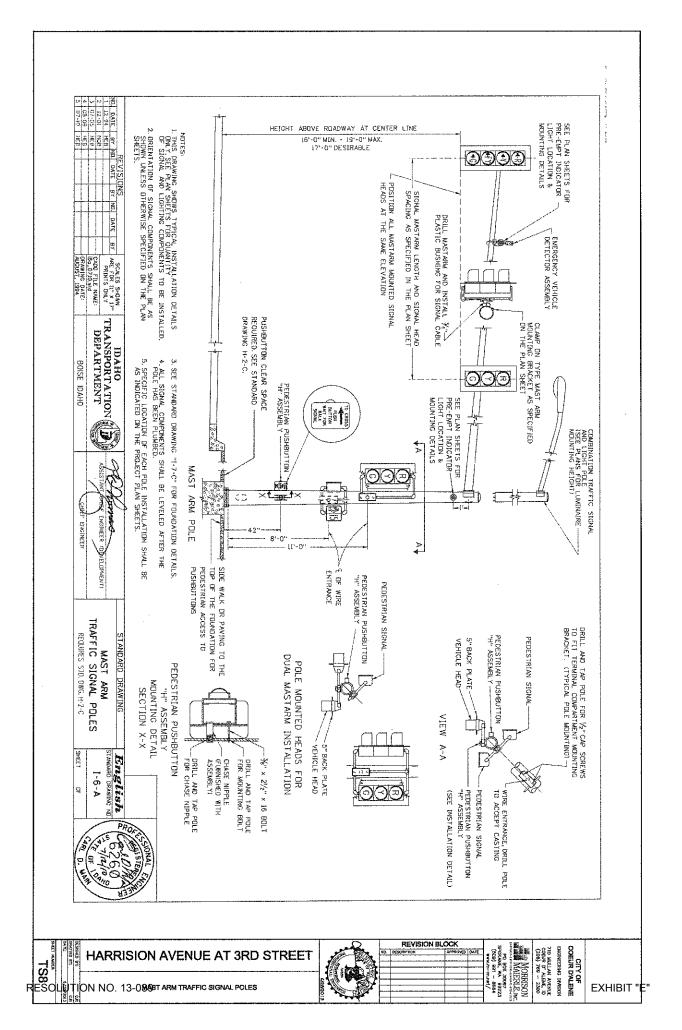


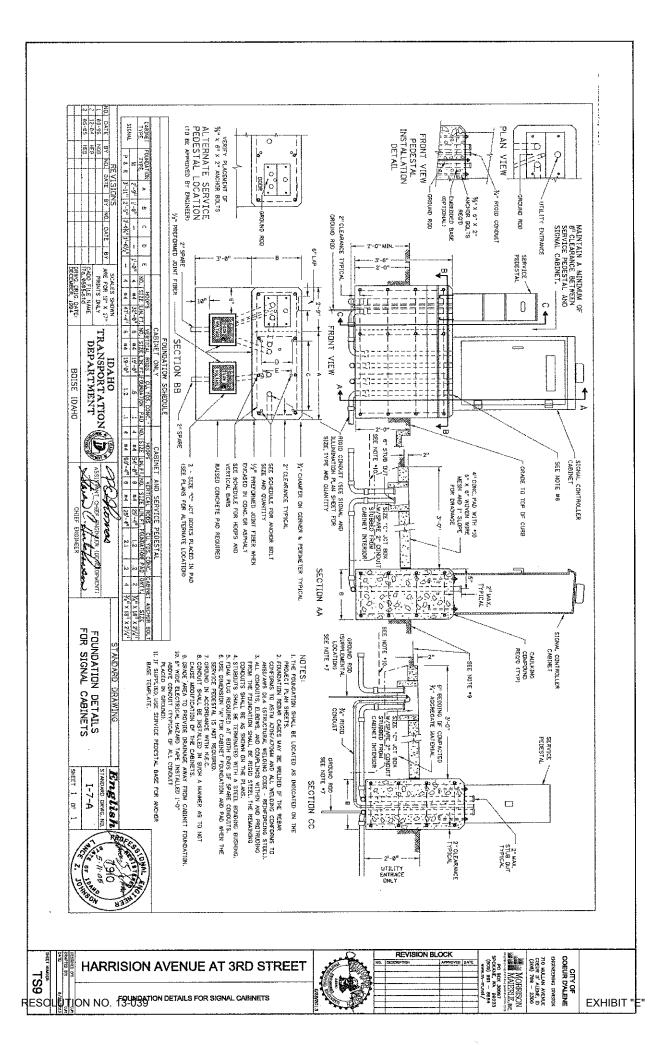


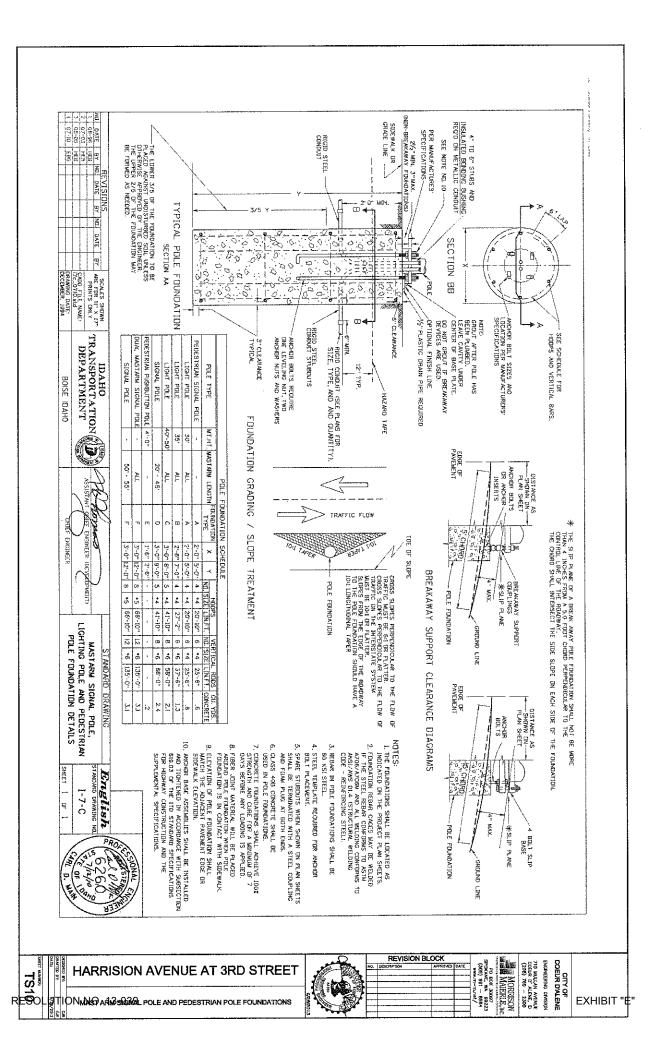












PUBLIC WORKS COMMITTEE STAFF REPORT

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SUBJECT:	Award of Construction Contract for WWTP Phase 5C.1- Initial TMF and Nitrification Improvements
FROM:	James Remitz, Capital Program Manager
DATE:	July 8, 2013

DECISION POINT:

The City Council may wish to award a contract for the construction of <u>the WWTP Phase 5.C.1 - Initial TMF</u> and <u>Nitrification Improvements</u> to **Williams Brother Construction**, **LLC** and authorize the Mayor to execute this contract.

HISTORY:

The Phase 5C.1 project is one of several outlined in the <u>May 2012 Wastewater Treatment Plant Facility</u> <u>Plan Amendment</u> that is intended to assure reliable and continuous wastewater treatment for the community. The planned improvements include the construction of a new membrane filtration equipment building; new mixing aeration and membrane tanks; new secondary effluent transfer pumping station; modifications to the secondary control building; modifications to the chemical systems center, and the installation of an owner-purchased submerged membrane filtration system. Plans and specifications for the project were developed by HDR Engineering, contractor pre-qualification was conducted and four (4) bidders responded to the City's solicitation for bids. Bids were publicly opened Tuesday, July 2, 2013 and the results of the bid opening are as follows:

BIDDER	BID AMOUNT
Williams Brother Construction, LLC	\$ 8,670,367.00
Sletten Construction Company	\$ 8,772,000.00
Contractors Northwest, Inc.	\$ 9,481,200.00
Apollo, Inc.	\$10,440,500.00

PERFORMANCE ANALYSIS:

Williams Brother Construction, LLC was pre-qualified in December 2012 and has demonstrated that they have the experience, qualifications and expertise to construct this WWTP Phase 5C.1 project. HDR Engineering and City staff have determined that the bid submitted by Williams Brother Construction, LLC is the lowest responsive bid from the pre-qualified contractors.

FINANCIAL ANALYSIS:

The City will take advantage of a recently accepted low interest loan (\$ 7.7M, 2%, 20 year term) from the Idaho Department of Environmental Quality to fund a majority of this 12 month project. Judicial confirmation of the City's authority to incur this debt for these ordinary and necessary project improvements has been granted. Additional funding will come from the cash reserves in the City's Wastewater Fund. The current FY 2012/2013 City Budget includes this project in the Wastewater Operating Fund account # 031-022-4954-7930 in the amount of \$ 7,000,000.

RECOMMENDATION:

A copy of the proposed Agreement is attached and is currently being reviewed by City legal staff. A letter of recommendation from the engineer, HDR Engineering, Inc. is also attached. Wastewater Department staff recommends that the City Council award the contract for the <u>WWTP Phase 5C.1-Initial TMF and Nitrification Improvements</u> project to **Williams Brother Construction, LLC** for the submitted bid price of **\$ 8,670,367.00** and authorize the Mayor to execute the Agreement pending legal review.

AGREEMENT

This Agreement, made and entered into this ______ day of July, 2013, 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 "Owner", and **WILLIAMS BROTHERS CONSTRUCTION**, **LLC**, a corporation duly organized and existing under and by virtue of the laws of the state of Washington, with its principal place of business at 5713 W. Garden Springs Road, Spokane, WA 99224, hereinafter referred to as "Contractor". Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described in Section 00020 - Notice of Advertisement for Bids and is described in detail in the Project Manual.

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

City of Coeur d'Alene Wastewater Department - Phase 5C.1 Initial TMF and Nitrification Improvements

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by:

HDR Engineering, Inc. 412 E. Parkcenter Blvd., Suite 100 Boise, ID 83706

hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
 - A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 Days to Achieve Substantial Completion and Final Payment
 - A. The Work will be substantially completed within two hundred seventy (270) days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the Standard General Conditions of the Construction Contract, and completed and ready for final payment in accordance with Paragraph 14.07 of the Standard General Conditions of the Construction Contract within three hundred twenty (320) days after the date when the Contract Times commence to run.
- 4.03 *Liquidated Damages*
 - A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the Standard General Conditions of the Construction Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that

as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$1500 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$1000 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

- B. Liquidated damages for unscheduled employment of the Engineer shall be paid by the Contractor to the Owner as follows.
 - 1. Contractor shall pay liquidated damages for the unscheduled employment of the Engineer, Resident Project Representative and supporting staff necessitated by the Contractor furnishing materials or equipment not in conformance with the Contract Documents resulting in any redesign work by the Engineer; or any reestablishment of survey lines or benchmarks destroyed by the Contractor's actions; or additional work required by the failure of the Contractor to maintain adequate record documents.
 - 2. Resident Project Representative time will be accrued at straight time up to 40 hours per week during normal working hours and 1.5 times outside normal working hours.
 - 3. Liquidated damages for the unscheduled employment of the Engineer, Resident Project Representative, and supporting staff shall be determined based on the following hourly rates:

	Straight Time	Overtime
Engineer	\$125.00/hr	1.5 x Straight Time
Resident Project Representative	\$125.00/hr	1.5 x Straight Time
Surveyor	\$100.00/hr	1.5 x Straight Time
Materials Technician/Special Inspector	\$55.00/hr	1.5 x Straight Time
Software Integrator	\$110.00/hr	1.5 x Straight Time
CAD Technician	\$75.00/hr	1.5 x Straight Time
Clerical	\$50.00/hr	1.5 x Straight Time

4. Out of pocket expenses for materials, equipment, supplies, transportation and subsistence for Engineer, Resident Project Representative, and supporting staff shall be billed to Contractor at cost plus ten (10) percent mark-up.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of EIGHT MILLION SIX HUNDRED SEVENTY THOUSAND THREE HUNDRED SIXTY SEVEN & NO/100'S dollars (\$8,670,367.00) based on the prices stated in the Contractor's Bid Form, attached hereto as Exhibit "A", and subject to adjustment as provided in the Contract Documents.

ARTICLE 6 – PAYMENT PROCEDURES

- 6.01 Submittal and Processing of Payments
 - A. Contractor shall submit Applications for Payment in accordance with Article 14 of the Standard General Conditions of the Construction Contract and Section 01150 Measurement and Payment. Applications for

Payment will be processed by Engineer as provided in the Standard General Conditions of the Construction Contract.

- 6.02 *Progress Payments; Retainage*
 - A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by the Engineer once each month on or about the Friday after the third Tuesday of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the Standard General Conditions of the Construction Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the Standard General Conditions of the Construction Contract.
 - a. The Owner shall retain five (5) percent of the amount of each payment until substantial completion and acceptance of all work covered by the Contract Documents.
 - b. Retainage will be five (5) percent of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in paragraph 14.02 of the General Conditions).
 - B. Upon Substantial Completion and at the Owner's sole discretion, the amount of retainage may be reduced, if requested by the Contractor. Amount of substantial completion payment to Contractor will be reduced by such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the Standard General Conditions of the Construction Contract and less two-hundred (200) percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

- A. Prior to final payment to Contractor, lien releases shall be provided for all project materials and equipment from subcontractors and suppliers and any other related vendors and subcontractors.
- B. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the Standard General Conditions of the Construction Contract shall bear interest at the maximum rate allowed by law at the place of the Project.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to __, inclusive).
 - 2. Performance bond (pages _____ to ____, inclusive).
 - 3. Payment bond (pages _____ to ____, inclusive).
 - 4. Project Manual bearing the following general title "City of Coeur d'Alene Wastewater Department Phase 5C.1 Initial TMF and Nitrification Improvements," which includes:
 - a. Standard General Conditions of the Construction Contract (pages ______ to _____, inclusive).
 - b. Supplementary Conditions to EJCDC Standard General Conditions of the Construction Contract (pages ______ to _____, inclusive).
 - c. Specifications and Drawings as listed in the table of contents.

- d. Addenda (numbers _____ to ____, inclusive).
- 5. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid Form (pages _____ to ____, inclusive).
- 6. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice of Award (pages _____ to ____, inclusive).
 - b. Notice to Proceed (pages _____ to ____, inclusive).
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.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 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the Standard General Conditions of the Construction Contract.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the Standard General Conditions of the Construction Contract and the Supplementary Conditions.
- 10.02 Assignment of Contract
 - A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. Owner and Contractor 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.

10.04 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 Owner and Contractor, who agree that 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.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Prevailing Wages*

- A. Contractor and subcontractors shall pay wages at rates not less than those prevailing on projects of a character similar in the locality in accordance with the labor standards, including prevailing wage rates and instructions for reporting, as established by the United States Department of Labor (subchapter IV of Chapter 31 of title 40, United States Code).
- B. Contractor and subcontractors must obtain wage rate determinations from the Department of Labor and comply with Department of Labor guidance and regulations.
- C. Davis Bacon wage rate classification "Building" shall be applied to the work included in Bid Item No. 1 for construction of the portion of the TMF Facility (Series 610) that includes sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment or supplies; all construction of such structures; the installation of utilities and of equipment, both above and below grade levels; as well as incidental grading, utilities and paving. Davis Bacon wage rate classification "Heavy" shall be applied to the work included in Bid Item No. 1 for construction of all other portions of the TMF Facility (Series 610) and all other work areas as well as Bid Item Nos. 2, 3, 4, and 5.
- D. If there is any need to determine worker classification, it is incumbent on Contractor to seek and receive clarification from the Department of Labor.
- E. The contractor shall post through out the length of the contract and in a conspicuous location assessable to all employees and people under his direction the Davis-Bacon poster "Employee Rights Under the Davis-Bacon Act." This poster may be downloaded at the DOL site:

http://www.dol.gov/whd/regs/compliance/posters/fedprojc.pdf.

10.07 Disadvantaged Business Enterprise Utilization and Equal Employment Opportunity

A. Contractor shall make efforts to award sub-agreements to Disadvantaged Business Enterprises (DBE) which includes Minority and Women-owned businesses (MBE/WBE) and document efforts to obtain MBE/WBE participation if Contractor fails to attain the goal of 2.4 percent MBE participation and 1.6 percent WBE participation. Semi-annual reports of MBE/WBE utilization will be required of Contractor and are to be prepared on standard forms supplied Idaho DEQ (reference Section 00900 of the Project Manual).

B. 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.

10.08 Title VI of the Civil Rights Act of 1964

- A. During the performance of this contract, Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:
 - 1. **Compliance with Regulations.** Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
 - 2. **Non-discrimination.** Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 - 3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiations made by Contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by Contractor of Contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.
 - 4. **Information and Reports.** Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to ITD or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.
 - 5. **Sanctions for Non-compliance.** In the event of Contractor's non-compliance with the nondiscrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the contractor under the contract until the contractor complies, and/or;
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions.

a. Contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. Contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

b. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, Contractor may request ITD enter into such litigation to protect the interests of the state and, in addition, Contractor may request the USDOT enter into such litigation to protect the interests of the United States.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

OWNER:	CONTRACTOR		
By: Sandi Bloem	By:		
Title: Mayor	Title:		
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)		
Attest: Renata McLeod	Attest:		
Title: City Clerk	Title:		
Address for giving notices:	Address for giving notices:		
710 E. Mullan Avenue			
Coeur d'Alene, ID 83814			
	License No.:		

(Where applicable)

Agent for service of process:

STATE OF IDAHO)) ss. County of Kootenai)

On this _____ day of ______, 2013, before me, a Notary Public, personally appeared **Sandi Bloem** 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 ______, 2013, before me, a Notary Public, personally appeared ______, known to me to be the ______, of **Williams Brother Construction, LLC**, and the person who executed the foregoing instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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

Notary Public for _____

Residing at _____

My Commission Expires:

SECTION 00300

BID FORM

For

PHASE 5C.1 INITIAL TMF AND NITRIFICATION IMPROVEMENTS FOR CITY OF COEUR D'ALENE WASTEWATER DEPARTMENT

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

The Honorable Mayor and Council of the City of Coeur d'Alene City Hall, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814

- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to
 - A. Enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
 - B. Sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of Owner's Notice of Award.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
 - A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date		
/	JUNE 12, 2013		
2	JUNE 19, 2013		
3	JUNE 24, 2013		

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface

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City of Coeur d'Alene Wastewater Department Phase 5C.1 Initial TMF and Nitrification Improvements - Issued for Bid

May 24, 2013

structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."

- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

- 4.01 Bidder certifies that:
 - A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
 - B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
 - C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
 - D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

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May 24, 2013

"coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

1	BASE CONSTRUCTION	\$ 8, 494, 247.00
2	SECTION 13922 - ADDITIONAL CONCRETE WORK	\$ 15,240.00
3	SECTION 13933 - ADDITIONAL UNDERGROUND UTILITIES WORK	\$ 77,260.00
4	SECTION 13944 - ADDITIONAL MECHANICAL WORK	\$ 26,720.00
5	SECTION 13955 - ADDITIONAL ELECTRICAL AND INSTRUMENTATION WORK	\$ 56,900.00
Total Bid	Price, including Idaho Public Works Material Tax and	 0 122 362 00

other state and local taxes \$ 8,670, 367. Total Bid Price, including Idaho Public Works Material Tax and other state and local taxes (All Bid Items)

EIGHT MILLION SIX HUNDRED SEVENTY THOUSAND THREE HONDRED SIXTY (Use Words) SEVEN Dollars.

- All specified cash allowances are included in the price(s) set forth above, and have been computed in 4.02 accordance with Paragraph 11.02 of the General Conditions.
- Unit Prices for Bid Item Nos. 2, 3, 4 and 5 have been computed in accordance with Paragraph 11.03.B of the 4.03 General Conditions. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 5 – BASIS OF AWARD

- It is the intent of the Owner to award a Contract to the lowest responsive, responsible bidder on the basis of the 5.01 combined total of all Bid Items listed in Paragraph 5.01.
- Bidders must include lump sum and unit price bid prices as appropriate for all Bid Items. Bids received that 5.02 do not include pricing for all Bid Items will be considered non-responsive.
- 5.03 The Owner reserves the right to reject any or all bids.

ARTICLE 6 – TIME OF COMPLETION

- Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment 6.01 in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

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City of Coeur d'Alene Wastewater Department Phase 5C.1 Initial TMF and Nitrification Improvements - Issued for Bid **BID FORM** 00300 - 3

May 24, 2013

RESOLUTION NO. 13-039

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01	The following documents are submitted with and made a con-	dition of this Bid:
------	--	---------------------

- A. Bid security in the amount of five (5) percent of the maximum Total Bid Price, including alternates, in the form of cash, cashiers check, certified check, or Section 00430 Bid Guaranty Bond.
- B. Evidence of authority to do business in the state of Idaho; or a written covenant to obtain such license within the time for acceptance of Bids.
- C. Contractor's Idaho Public Works License No.: <u>PWC_C-17456-UNLIMITED-1</u>
- D. Section 00440 Proposed Contractors.
- E. Section 00445 Proposed Suppliers.
- F. Section 00460 Non-Collusion Affidavit.
- G. Section 00470 Affidavit of Payment or Securement of All Taxes.

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed):

By: ____

(Individual's signature)

Doing business as: _____

A Partmensking LLC

Partnership Name: <u>Williams</u> Brother Construction LLC	
By: Joh D, WM	
(Signature of general partner attach evidence of authority to sign)	
Name (typed or printed):John D Williams	

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City of Coeur d'Alene Wastewater Department Phase 5C.1 Initial TMF and Nitrification Improvements - Issued for Bid BID FORM 00300 - 4

May 24, 2013

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP
Request received by: MUNICIPAL Services Kathy Lewis 06-27-13
Department Name / Employee Name / Date
Request received by: <u>MUNICIPAL Services</u> <u>Kathy hellis</u> 06-27-13 Department Name <u>Employee Name</u> Date Request made by: <u>Pamela Sarlo (Fuchs</u>) <u>208-818-0401</u> Name <u>Phone</u>
4502 Jouth 3415 West Nest Haven UT 84401
Address Check to be made out - Pamela Fuchs
Address Check to be made out - Pappela Fuchs The request is for: /X/ Repurchase of Lot(s) (divorce document on file) // Transfer of Lot(s) from to
Niche(s): $3/,,$
Lot(s):,,,,, Block: F Section: Forest
Lot(s) are located in /X/ Forest Cemetery / / Forest Cemetery Annex (Riverview).
Copy of / / Deed or / / Certificate of Sale must be attached. <i>(on record)</i> Person making request is X/ Owner / / Executor* / / Other*
*If "executor" or "other", affidaviats of authorization must be attached.
Title transfer fee (\$ <u>N/A</u>) attached**.
**Request will not be processed without receipt of fee. Cashier Receipt No.:
ACCOUNTING DEPARTMENT Shall complete the following:
Attach copy of original contract.
Vome the same
Accountant Signature
CEMETERY SUPERVISOR shall complete the following:
1. The above-referenced Lot(s) is/are certified to be vacant: / / Yes / / No
2. The nowner of record of the Lot(s) in the Cemtery Book of Deeds is listed as:
Pamela Sarlo, William Fuchs and Tracy Connolly
3. The purchase price of the Lot(s) when sold to the owner of record was $\frac{450^{00}}{2}$ per lot.
Se the
Supervisor's Init. Date
LEGAL/RECORDS shall complete the following:
1. Quit Claim Deed(s) received: /X/ Yes / / No. Person making request is authorized to execute the claim: MCG 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.

7/16

MEMORANDUM

DATE: JULY 11, 2013

TO: MAYOR BLOEM AND THE CITY COUNCIL

FROM: RENATA MCLEOD, CITY CLERK

RE: REQUEST FOR PUBLIC HEARING

I am requesting the City Council set a public hearing for the Council meeting scheduled August 20, 2013, to hear public testimony regarding the assessment roll for Local Improvement District No. 150 (the Government Way Improvement Project) based on a request from the City Engineer.

ANNOUNCEMENTS

OTHER BUSINESS

Finance Department Staff Report

Date: July 16 2013 From: Troy Tymesen, Finance Director Subject: 2013-2014 Fiscal year Financial Plan (Annual Appropriation)

Decision Point: To approve Resolution No. 13-040 which sets the public hearing date and the high dollar amount (\$78,277,296) in expenditures for the 2013-2014 Fiscal year Financial Plan (Annual Appropriation).

History: Each year Idaho code requires that the City Council approve an appropriations ordinance. The purpose of the ordinance is to establish a ceiling for expenditures and disclose the potential property tax revenue necessary to balance the budget at this time. The financial plan or budget is the guide and detailed report for establishing these numbers.

Financial Analysis: The financial plan is an estimate of revenues and expenditures (including interest and principal payments on debt) for the upcoming year. The expenditures are classified by department as well as by fund or service and the revenues are classified by source. Included in the budget as per Idaho Code 50-1002 are actual revenues and expenditures from the prior two fiscal year, budgeted revenues and expenditures for the current fiscal year, and proposed revenues and expenditures for the upcoming fiscal year. The revenue includes the full 3% increase in property tax revenue, no foregone property taxes, and new growth from property taxes.

Decision Point: To approve Resolution No. 13-040 which sets the public hearing date and the high dollar amount for the 2013-2014 Fiscal year Financial Plan (Annual Appropriation).

RESOLUTION NO. 13-040

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING A NOTICE OF TIME AND PLACE OF PUBLIC HEARING OF THE PROPOSED BUDGET FOR FISCAL YEAR 2013-2014, AND INCLUDING PROPOSED EXPENDITURES BY FUND AND/OR DEPARTMENT, AND STATEMENT OF THE ESTIMATED REVENUE FROM PROPERTY TAXES AND THE TOTAL AMOUNT FROM SOURCES OTHER THAN PROPERTY TAXES OF THE CITY FOR THE ENSUING FISCAL YEAR AND LISTING EXPENDITURES AND REVENUES DURING EACH OF THE TWO (2) PREVIOUS FISCAL YEARS, AND PROVIDING FOR PUBLICATION OF THE SAME.

WHEREAS, it is necessary, pursuant to Idaho Code 50-1002, for the City Council of the City of Coeur d'Alene, prior to passing the Annual Appropriation Ordinance, to list expenditures and revenues during each of the two (2) previous fiscal years, prepare a Budget, tentatively approve the same, and enter such Budget at length in the journal of the proceedings and hold a public hearing; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene, that the following be and the same is hereby adopted as an Estimate of Expenditures and Anticipated Revenue of the City of Coeur d'Alene for the fiscal year beginning October 1, 2013:

	FY 2010-11	FY 2011-12	FY 2012-2013	FY 2013-14
	ACTUAL	ACTUAL	BUDGET	PROPOSED
<u>GENERAL FUND</u> EXPENDITURES				
Mayor and Council	201,914	212,343	\$220,014	\$226,746
Administration	496,767	518,724	399,866	388,991
Finance Department	666,558	701,441	676,927	716,008
Municipal Services	1,261,718	1,372,554	1,369,649	1,415,855
Human Resources	233,443	239,002	241,663	275,158
Legal Department	1,345,812	1,405,891	1,428,897	1,486,368
Planning	471,507	443,586	475,512	444,102
Building Maintenance	1,195,611	489,465	398,419	426,004
Police Department	9,311,667	9,219,551	9,969,692	10,538,561
Byrne Grant – Police Dept	139,286	174,309	56,881	-0-
COPS Grant	190,182	221,325	69,819	116,856

	FY 2010-11 ACTUAL	FY 2011-12 ACTUAL	FY 2012-13 BUDGET	FY 2013-14 PROPOSED
<u>GENERAL FUND</u> EXPENDITURES CON'T				
КСЈА	147,671	18,334	36,700	70,256
Fire Department	7,391,179	7,470,876	7,627,429	7,923,436
General Government	968,749	2,439,298	192,635	577,506
Engineering Services	1,263,834	1,221,329	1,238,436	1,267,362
Streets/Garage	2,171,991	2,129,874	2,390,303	2,466,147
ADA Sidewalk Abatement	196,238	207,147	220,785	249,856
Byrne Grant – Police Dept	177,984	166,440	92,196	-0-
Building Inspection	734,037	698,512	721,439	897,494
Parks Department	1,603,556	1,703,819	1,665,888	1,930,331
Recreation Department	666,606	700,389	764,454	757,009
<u>TOTAL GENERAL</u> FUND EXPENDITURES:	<u>\$30,836,310</u>	<u>\$31,754,209</u>	<u>\$30,257,604</u>	<u>\$32,174,046</u>

	FY 2010-11 ACTUAL	FY 2011-12 ACTUAL	FY 2012-13 BUDGET	FY 2013-14 PROPOSED
<u>SPECIAL REVENUE</u> <u>FUND EXPENDITURES:</u>				
Library Fund	1,190,385	1,253,860	1,278,960	1,330,230
CDBG	190,127	255,914	267,325	297,298
Impact Fee Fund	204,265	339,655	613,133	731,710
Parks Capital Improvement	214,400	301,461	881,215	460,800
Annexation Fee Fund		133,000	70,000	-0-
Self Insurance	640,589	3,826,052	264,000	280,000
Cemetery Fund	238,669	211,866	239,300	272,688
Cemetery Perp Care Fund	97,169	97,374	98,000	98,000
Jewett House	15,424	22,254	42,000	59,640
Reforestation	50,627	32,704	1,500	2,000

<u>SPECIAL REVENUE</u> FUND EXPENDITURES:	FY 2010-11 ACTUAL	FY 2011-12 ACTUAL	FY 2012-13 BUDGET	FY 2013-14 PROPOSED
Street Trees	58,900	55,793	65,000	65,000
Community Canopy	1,459	999	1,500	1,500
Arts Commission	6,421	5,974	7,000	6,600
Public Art Funds	40,154	156,945	245,000	250,800
КМРО	398,333			
<u>TOTAL SPECIAL</u> <u>FUNDS:</u>	<u>3,346,922</u>	<u>6,693,851</u>	<u>4,073,933</u>	<u>3,856,266</u>
	FY 2010-11 ACTUAL	FY 2011-12 ACTUAL	FY 2012-13 BUDGET	FY 2013-14 PROPOSED
<u>ENTERPRISE FUND</u> EXPENDITURES:				
Street Lighting Fund	635,574	643,560	570,050	572,000
Water Fund	6,469,842	6,976,312	7,602,289	8,209,692
Wastewater Fund	19,235,443	12,692,249	18,996,924	20,873,041
Water Cap Fee Fund		58,859	850,000	1,100,000
WWTP Cap Fees Fund	1,025,000	677,649	879,336	900,000
Sanitation Fund	3,155,553	3,291,325	3,285,480	3,499,362
City Parking Fund	199,593	859,966	575,957	179,957
Stormwater Management	1,497,856	1,182,873	923,967	1,017,428
TOTAL ENTERPRISE EXPENDITURES:	<u>32,218,861</u>	<u>26,382,793</u>	<u>33,684,003</u>	<u>36,351,480</u>
FIDUCIARY FUNDS:	2,456,681	2,474,276	2,538,100	2,567,700
CAPITAL PROJECTS FUNDS:	2,008,402	379,135	770,000	2,072,370
DEBT SERVICE FUNDS:	1,631,708	1,504,500	1,381,865	1,255,434
GRAND TOTAL OF ALL EXPENDITURES:	<u>\$72,498,884</u>	<u>\$69,188,764</u>	<u>\$72,705,505</u>	<u>\$78,277,296</u>

ESTIMATED	FY 2010-11	FY 2011-12	FY 2012-2013	FY 2013-2014
<u>REVENUES:</u>	ACTUAL	ACTUAL	BUDGET	PROPOSED
Property Taxes:				
General Levy	15,531,312	15,841,744	15,890,917	17,047,922
Library Levy	1,185,018	1,216,658	1,189,170	1,189,170
Policeman's Retirement Fund Levy	156,501	155,718	152,000	152,000
Comprehensive Liability Plan Levy	2,766	365	-0-	-0-
Fireman's Retirement Fund Levy	250,000	250,000	250,000	250,000
2006 G.O. Bond Levy	1,068,075	1,163,224	1,143,045	1,143,895
TOTAL REVENUE FROM PROPERTY				
TAXES:	<u>18,193,672</u>	<u>18,627,709</u>	<u>18,625,132</u>	<u>19,782,987</u>

	FY 2010-11 ACTUAL	FY 2011-12 ACTUAL	FY 2012-13 BUDGET	FY 2013-14 PROPOSED
<u>ESTIMATED OTHER</u> <u>REVENUES:</u>				
Interfund Transfers	3,094,106	4,872,257	4,692,578	5,341,929
Beginning Balance	28,313,491	27,123,124	27,537,968	19,903,074
Other Revenue:				
General Fund	13,971,827	13,299,625	12,392,372	13,055,224
Library Fund	44,841	38,286	41,750	39,800
Community Development Block Grant	191,790	255,914	267,325	297,298
Parks Capital Improvement Fund	304,130	606,619	148,877	139,700
Insurance/Risk Management	3,518	3,147	2,900	1,500
Cemetery	166,641	149,888	149,300	155,892
Annexation Fee Fund	50,932	67,554	25,000	-0-

	FY 2010-11 ACTUAL	FY 2011-12 ACTUAL	FY 2012-13 BUDGET	FY 2013-14 PROPOSED
ESTIMATED OTHER REVENUES CON'T:				
Impact Fee Fund	578,526	637,598	404,400	553,700
Cemetery Perpetual Care Fund	71,822	51,486	60,000	60,000
Jewett House	5,770	5,520	31,000	61,000
Reforestation	49,653	34,955	1,500	5,000
Street Trees	33,119	49,226	30,000	56,000
Community Canopy	1,006	1,952	1,500	1,500
Arts Commission	6,809	6,279	7,000	7,600
Public Art Funds	168,937	110,431		
КМРО	411,435			
Street Lighting Fund	488,625	492,751	490,050	492,000
Water Fund	3,902,193	4,060,837	3,964,696	4,361,690
Wastewater Fund	6,120,213	6,095,146	6,890,896	14,308,600
Water Cap Fee Fund	522,698	564,944	451,500	551,650
WWTP Capitalization Fees	1,027,725	1,513,972	879,326	800,000
Sanitation Fund	3,130,653	3,266,002	3,475,480	3,849,362
City Parking Fund	328,103	326,294	96,957	304,957
Stormwater Management	1,303,384	96,524	1,081,570	1,019,297
Fiduciary Funds	2,252,772	2,343,550	2,370,350	2,342,650
Capital Projects Fund	1,229,347	82,638	545,000	1,382,290
Debt Service Fund	142,609	104,145	45,260	9,300

SUMMARY:				
	FY 2010-11 ACTUAL	FY 2011-12 ACTUAL	FY 2012-13 BUDGET	FY 2013-14 PROPOSED
PROPERTY TAXES	18,193,672	18,627,709	18,625,132	19,782,987
OTHER THAN PROPERTY TAXES	67,916,675	66,260,664	66,084,555	69,101,013
<u>TOTAL ESTIMATED</u> <u>REVENUES</u>	<u>\$86,110,347</u>	<u>\$84,888,373</u>	<u>\$84,709,687</u>	<u>\$88,884,000</u>

BE IT FURTHER RESOLVED, that the same be spread upon the Minutes of this meeting and published in two (2) issues of the Coeur d'Alene Press, seven (7) days apart, to be published on July 22, 2013 and July 29, 2013.

BE IT FURTHER RESOLVED, that a Public Hearing on the Budget be held on the 3rd day of September, 2013 at the hour of 6:00 o'clock p.m. on said day, at which time any interested person may appear and show cause, if any he has, why the proposed Budget should or should not be adopted.

DATED this 16th day of July, 2013.

Sandi Bloem, Mayor

ATTEST:

Renata M. McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER KENNEDY	Voted
COUNCIL MEMBER GOODLANDER	Voted
COUNCIL MEMBER GOOKIN	Voted
COUNCIL MEMBER EDINGER	Voted
COUNCIL MEMBER MCEVERS	Voted
COUNCIL MEMBER ADAMS	Voted
was absent. Moti	on

INFORMATION SECTION Including Correspondence Board, Commission, Committee Minutes

July 8, 2013 GENERAL SERVICES COMMITTEE MINUTES 12:00 p.m., Library Community Room

COMMITTEE MEMBERS PRESENT

Mike Kennedy, Chairperson Ron Edinger Steve Adams

CITIZENS PRESENT

Susie Snedaker Dan English Tom Hasslinger, Coeur d'Alene Press

STAFF PRESENT

Lt. Bill McLeod, Police Battalion Chief John Morrison, Fire Jon Ingalls, Deputy City Administrator Mike Gridley, City Attorney Troy Tymesen, Finance Director Juanita Knight, Senior Legal Assistant

Item 1. <u>Approval of the surplus of police canine Justice and the transfer of ownership.</u> (Consent Resolution No. 13-039)

Lt. McLeod reported that Justice is the Police Department's first police canine and was trained as a "Narcotics Detection Canine". Justice is a 13 year old Boxer Mix and started her service with the department in 2002 when she was 2 years old and has been assigned to Officer Craig Buhl as her handler ever since. Justice was obtained through a Canine training facility in McNeil Island, WA in 2002 for a \$500 Administrative fee.

Justice was recently examined at Prairie Animal Hospital by Dr. Mary Prince. The examination revealed Justice has lost muscle tone in her right hind leg, which is believed to be a result of arthritic joints. Dr. Prince believes this could also create balance issues. Based on Justice's age and current physical condition, Dr. Prince recommends that Justice be retired from service duty, which the Police Department is also recommending.

Councilman Adams asked if the acquisition of a new dog would come back through General Services. Lt. McLeod responded yes. They are currently researching whether they will replace Justice, and when.

Councilman Edinger asked what training costs would be, should they decide to get another dog. Lt. McLeod said it would depend on the type of training and the cost of purchasing the canine.

MOTION: by Councilman Edinger, seconded by Councilman Adams, to recommend that Council adopt Resolution No. 13-039 approving the request of the Police Department to surplus Justice, a Narcotics Detection Canine, and transfer ownership to her handler, Office Craig Buhl, including the required residential kennel, harness, and toys purchased by the City.

Item 2.Approval of a Rental Agreement with the Idaho Department of Lands.(Consent Resolution No. 13-039)

On behalf of Chief Gabriel, Battalion Chief Morrison presented a request for approval of the current apparatus rental agreement with the Idaho Department of Lands (IDL). Bat. Chief Morrison reported that the Fire Department has been a part of the IDL immobilization plan for Wildland Fires for thirteen years. Each year they evaluate the reimbursement rates and set a new fee schedule. This agreement covers the expenses in the event the Fire Department sends an apparatus and personnel to a Wildland fire in or out of the area.

Councilman Kennedy said this is essentially a larger national mutual aid wherein when states like Arizona and Utah need mutual aid, we have the ability to call on those same resources should we need it.

Councilman Adams asked if the rates and fees are adjusted yearly. Bat. Chief Morrison, along with Mr. Tymesen, affirmed that they do.

MOTION: by Councilman Edinger, seconded by Councilman Adams, to recommend that Council adopt Resolution No. 13-039 approving the current apparatus rental agreement with the Idaho Department of Lands.

PUBLIC COMMENT:

Susan Snedaker said she came to a City Council meeting a number of weeks ago and asked the City to address a fence issue. It was put on the June 24th General Services Committee meeting agenda but she was unable to attend due to an illness in the family. She thanked the committee for putting it on the agenda and for forwarding it to Planning and Zoning Commission for further review.

The meeting adjourned at 12:14 p.m.

Respectfully submitted,

Juanita Knight Recording Secretary

July 8, 2013 PUBLIC WORKS COMMITTEE MINUTES 4:00 p.m., Library Community Room

COMMITTEE MEMBERS PRESENT

Council Member Deanna Goodlander Council Member Dan Gookin Council Member Woody McEvers

STAFF PRESENT

Amy Ferguson, Executive Assistant Troy Tymesen, Finance Director Don Keil, Assistant WW Supt. Dave Yadon, Planning Director Chris Bates, Engineering Proj. Mgr. Jim Remitz, Capital Program Mgr. Mike Gridley, City Attorney Troy Tymesen, Finance Director

Item 1 Relinquishment of Sanitary Sewer Easement within Riverstone Development Consent Calendar

Don Keil, Assistant Wastewater Superintendent, presented a request for Council approval of the release of a sanitary sewer easement no longer necessary within the Riverstone development. Mr. Keil noted in his staff report that the old Central Pre-Mix sewer lift station, its force main, and discharge gravity line served the northwest portions of Coeur d'Alene, north of Seltice from 1973 to 2002. In 2002, the City constructed the Riverside Interceptor and eliminated the need for the lift station and its associated force main and its easements. Purchase and development of the old Central Premix, Boulevard R. V. Park, and W-I Lumber properties by Mr. John Stone created the Riverstone Development. In the various phases of the Riverstone subdivisions, its master plan incorporated new public sewers to eliminate the old segments of the cross-county gravity sewer downstream of the unused lift station. With a new sewer lateral change for Fairwinds paid for by Riverstone, Fairwinds was reconnected to the new public sewer. This action removed the last user from the old sewer main. Relinquishment of this easement will have no impact to the city but will benefit the developer by removal of an antiquated encumbrance for Riverstone Plaza Block 1, Lot 7.

MOTION: Motion by Councilman McEvers, seconded by Councilman Gookin, to recommend council approval of Resolution No. 13-039 releasing a sanitary sewer easement no longer necessary within the Riverstone development. Motion carried.

Item 2Relinquishment of a Portion of 8th Street Right-of-Way to Coeur d'Alene School
District 271 at Bryan SchoolConsent Calendar

Chris Bates, Engineering Project Manager, presented a request for Council approval of the relinquishment and quit claim of a portion of 8th Strteet right-of-way that is located within the parking lot and school area proper of Bryan School, north of Birch Avenue.

Mr. Bates explained in his staff report that the requested portion of 8th Street right-of-way was not dedicated on a subdivision plat document, but was granted to the City by deed from the Cowles in 1948. Since it was not dedicated on a plat document, the request can be granted by relinquishment/quit claim,

and not through the vacation process as would be dictated by State Code. The original purpose of the dedication was for the extension of 8^{th} Street; however, the subsequent construction of Bryan School in 1962 eliminated that possibility. The School District is preparing to start remodeling a portion of the school and redesigning the parking area to allow for better circulation and student drop off. The right-of-way of 8^{th} Street that extended into the school proper area impacts the proposed redesign and affects the building setback requirements that are designated in the City's zoning code. There is no financial impact to the City.

Mr. Bates mentioned that because the right-of-way was deeded to the City, it cannot be vacated through the usual procedure and will need to be quit claimed.

MOTION: Motion by Councilman McEvers, seconded by Councilman Gookin to recommend that council approve Resolution 13-039 relinquishing and quit claiming a portion of 8th Street right-of-way that is located within the parking lot and school area proper of Bryan School. Motion carried.

Item 3Approval of Sole Source Expenditure for Traffic Signal Equipment at 3rd Street &
Harrison Avenue Intersection, and Plan Approval for the Intersection
Reconstruction

Consent Calendar

Chris Bates, Engineering Project Manager, presented a request on behalf of Gordon Dobler, Engineering Director, for council approval of Resolution No 13-039 authorizing a sole source expenditure for traffic signal equipment for the 3rd Street and Harrison Avenue intersection from Northwest Signal Supply, and approving the design for the intersection reconfiguration and signal installation.

Mr. Dobler stated in his staff report that the 3rd & Harrison signal is now the oldest traffic control fixture in the City's inventory and it is the only one that is fastened to span wires instead of mast arms which are the current standard for signal construction. The traffic signal is on the Capital Improvement Plan for this year. The current intersection will be reconfigured from three lanes on the north side to two lanes. The existing left turn lane will be dropped, resulting in an intersection design that is more conducive to the flow of traffic and providing a better south bound to east bound turning movement from 3rd to Harrison. Also, removal of this lane eliminates vehicles traveling directly at the printing business that is located on the southeast corner of the intersection. The curb radii will be widened, which in conjunction with the realignment will facilitate school buses and other large vehicle turns. As on previous intersection reconstructions, when traffic signals are constructed as a stand alone project by the City, the City will purchase the traffic signal equipment in order to make sure it is compatible with existing equipment in the City inventory.

Mr. Dobler's staff report further noted that the cost for the equipment is approximately \$128,000. The intersection reconstruction, including design, infrastructure, and installation will be approximately \$88,000. Idaho code requirements purchases for personal property in excess of \$50,000 to be publicly bid. However, an exception can be made for sole source expenditures when there is only one source reasonably available and "where the compatibility of equipment, components, accessories, computer software, replacement parts or service is the paramount consideration." (I.C. 67-2808) All of the City's traffic signal equipment is provided by the same manufacturers in order to maintain compatibility between the component parts, availability of service, and to reduce the expense necessary to stock replacement parts. It is also critical that the supplier be located close to Coeur d'Alene in order to provide timely response to equipment failures. It is anticipated that the construction and installation will occur about mid-September.

Councilman Goodlander commented that she thinks one of the main reasons that there are accidents at the 3^{rd} & Harrison intersection is that people do not see the wires and look through them to the next signal. She wondered if it was necessary to take out the left turn pocket and whether it is the problem or the traffic light is the problem. Mr. Bates said it was probably a combination of both things. The northeast corner will pull the curbline out and there will be a new curbline, some sidewalk, and a little pavement added. They will also pull the curb out at the southeast corner, and a new retaining wall will be built in front of the print shop on the corner so that if there is an accident, the vehicles will stop at the retaining wall and not go through the print shop.

Councilman Gookin asked about the level of service at the intersection and if it would change. Mr. Bates commented that the level of service should improve because of improved timing and equipment.

MOTION: Motion by Councilman Gookin, seconded by Councilman McEvers, to recommend Council approval of Resolution 13-039 approving the sole source expenditure for traffic signal equipment for the 3rd Street and Harrison Avenue intersection, AND approving the plans for the reconstruction of the 3rd & Harrison intersection and the installation of the new traffic signal equipment. Motion carried.

Item 4 Award of Construction Contract for WWTP Phase 5C.1 – Initial TMF and Nitrification Improvements Consent Calendar

Jim Remitz, Capital Program Manager, presented a request for council approval of Resolution No. 13-039 authorizing a contract for the construction of the WWTP Phase 5C.1 – Initial TMF and Nitrification Improvements to Williams Brother Construction, LLC.

Mr. Remitz explained in his staff report that the Phase 5C.1 is one of several outlined in the May 2012 Wastewater Treatment Plant Facility Plan Amendment that is intended to assure reliable and continuous wastewater treatment for the community. The planned improvements include the construction of a new membrane filtration equipment building, new mixing aeration and membrane tanks, new secondary effluent transfer pumping station, modifications to the secondary control building, modifications to the chemical systems center, and the installation of an owner-purchased submerged membrane filtration system. Plans and specifications were developed by HDR Engineering, contractor pre-qualification was conducted, and four bidders responded to the City's solicitation for bids. Williams Brother Construction, LLC submitted the lowest responsive bid and has demonstrated that they have the experience, qualifications, and expertise to construct the WWTP Phase 5C.1 project.

Mr. Remitz further noted in his staff report that the City will take advantage of a recently accepted low interest loan from the Idaho Department of Environmental Quality to fund a majority of this 12 month project. Additional funding will come from the cash reserves in the City's Wastewater Fund.

Mr. Remitz said that they opened bids on July 2^{nd} , and four bidders out of six prequalified. They will be asking the Department of Environmental Quality (DEQ) if there is any additional loan funding that they can provide, but they don't know the outcome of that request. They will try to fund as much as possible with a loan funding if it is available.

Councilman McEvers asked if the engineer's estimate was off. Mr. Remitz responded that the estimate ranged from \$7.8 million to \$9 million. One of the things that raised the price was the prevailing wages that are required by the DEQ Loan pursuant to the Davis Bacon Act, which bumps the cost up

substantially on the labor side. Mr. Remitz confirmed that the DEQ requires Davis Bacon wages on all of its projects.

MOTION: Motion by Councilman Woody, seconded by Councilman Dan , to recommend Council approval of Resolution 13-039 authorizing a contract for the construction of the WWTP Phase 5C.1 – Initial TMF and Nitrification Improvements, to Williams Brother Construction, LLC in the amount of \$8,670,367. Motion carried.

Item 5 Addition of "P" Zone to the Zoning Code, Regarding Parks & Public Spaces

Councilman Gookin said that he brought this item forward upon the urging of citizens that he has spoken with. This issue stems from the Person Field issue. Person Field was zoned R-12, and because it was zoned R-12 it meant that if the school wanted to sell the property, they would sell it as an R-12 designation and then at that point in time, the purchaser could develop the property to its full potential according to the R-12 rules (residential at 12 units per acre). As a result of the Person Field process, Councilman Gookin questioned why the city did not have a "P" zone. The purpose of a "P" zone would be to create a park zone for public purposes, and to add an extra step as far as the public is concerned when a public entity decides to release the property. If the property is going to be sold or developed, there would be a public hearing. Councilman Gookin noted that, right now, if any of the property is released, it is released as whatever zone it is designated, and the developer can do whatever they want with it and the public is out of the loop.

Councilman Gookin said that he did some research on the issue in other cities. The City of Boise has an A-1 or A-2 zone designation, which are agricultural zones, but the city uses them for public buildings, golf courses, churches, public/private schools, and public parks. The City of Moscow has a F-R designation, which is farm, ranch, and outdoor recreational zoning. The City of Twin Falls has an O-S zoning designation, which is their open space zone which allows for pretty much anything as long as it is for a public purpose. The City of Post Falls has a zone called the PRI zone – for public recreation, etc.

Councilman Gookin said that he wanted to find out the council's feeling regarding this kind of a zoning designation, and whether the council would be interested in having staff look into it. He would like to get the ball rolling at this time since it does not appear that the Planning Commission is overly busy right now.

Councilman Goodlander asked if it would be considered "down zoning" other people's property. Mr. Yadon said that, as he understands it, it would be a zoning designation for public property for public use. The school district may view it is "down zoning," but they also may not. It was Mr. Yadon's understanding that Councilman Gookin was mainly interested in city-owned spaces, parks, and school properties.

Councilman McEvers noted that the city doesn't zone property and that any requests usually come from the owner of the property. Mr. Yadon said that is the normal case, except in the case where the city is creating a new zoning district. In this case, it would be a Park zone, and the city could establish it legislatively through the act of creating the zone and enacting a legislative zone change.

Councilman McEvers asked about the zoning on Tubbs Hill. Mr. Yadon said that Tubbs Hill is zoned R-3 and houses could potentially be built on it.

Councilman Gookin asked about the process. Mr. Yadon said that the typical process would be to refer the matter to the Planning Commission for a recommendation on establishing a park/public zone. If the

council did choose to implement a "P" zone, there are different options to determine how it might work, such as when an issue arises. It is not so much an issue for city-owned property, but for the school district property.

Councilman McEvers asked how this would work when a developer has a piece of land that they want to donate as a park. Councilman Gookin said that it would add a step to the process. If there is a "Park" zoning request, it would go through a public hearing process for a recommendation from the Planning Commission on whether it should be a park.

Councilman McEvers said that he thinks it would be positive to explore the positives and negatives. Councilman Goodlander said that since Persons Field and Bryan Field were school district properties, she feels that their opinion should be sought as the first step. Councilman Gookin asked if it would affect properties held by Kootenai Medical Center. Mr. Yadon said that it could, depending on what the council directs them to look at.

Councilman Goodlander asked Mr. Gridley what the potential legal ramifications would be. Mr. Gridley said that if you take someone's property that was zoned R-12 and force it to a less valuable zoning, that it could be a compensable taking. If the property owner agrees to the zoning, that would not be the case. Councilman Goodlander wondered if it is necessary to add another level of process to city properties as it also ties the city's hands to a certain extent. She thinks that it might be worth a discussion at the council level first to determine council's interest in pursuing the matter.

Councilman Gookin said that the reason he is bringing it forward is that he thinks, as in the Tubbs Hill example, that a future council could potentially sell it off through a council action without a public hearing. With the "P" zone designation, if the city wanted to unload public property, it would involve a level of transparency and would involve the public more. Councilman Gookin cited the examples of Persons Field and Bryan Field and the feeling that the public was not involved in the process and did not have a voice.

Councilman Goodlander asked if this designation would also affect churches with public property. Mr. Gridley said that it would depend on how council defines what is included in the zoning designation. There may be unintended consequences that the council and city staff would need to work through.

Councilman Gookin agreed that he would like the whole council to weigh in on the issue before they have staff spend a lot of time on it. He suggested that he could do a little more research into the zones, especially with the City of Post Falls. Councilman Goodlander said that it would be valuable to the council to have some written information available. She asked Mr. Yadon to prepare a short position paper with legal ramifications that could be discussed during a council meeting in August, or as soon thereafter as Mr. Yadon is able to complete the assignment.

The meeting adjourned at 4:41 p.m.

Respectfully submitted,

Amy C. Ferguson Public Works Committee Liaison

CITY OF COEUR D'ALENE BUDGET STATUS REPORT NINE MONTHS ENDED 30-Jun-2013

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 6/30/2013	PERCENT EXPENDED
		\$007 700		750/
Mayor/Council	Personnel Services	\$207,739	\$155,021	75%
	Services/Supplies	12,275	5,496	45%
Administration	Personnel Services	330,656	252,693	76%
	Services/Supplies	69,210	19,612	28%
Finance	Personnel Services	590,947	432,836	73%
	Services/Supplies	85,980	71,235	83%
Municipal Services	Personnel Services	923,631	714,980	77%
·	Services/Supplies	437,018	355,581	81%
	Capital Outlay	9,000		
Human Resources	Personnel Services	214,763	160,892	75%
	Services/Supplies	29,200	23,212	79%
Legal	Personnel Services	1,335,864	994,303	74%
2090.	Services/Supplies	93,033	74,507	80%
Planning	Personnel Services	450,912	330,513	73%
	Services/Supplies	24,600	19,847	81%
Building Maintenance	Personnel Services	279,060	200,278	72%
	Services/Supplies Capital Outlay	119,359	76,520	64%
Police	Personnel Services	8,996,923	6,527,742	73%
	Services/Supplies	830,019	537,370	65%
	Capital Outlay	142,749	138,388	97%
Fire	Personnel Services	7,315,937	5,506,307	75%
	Services/Supplies Capital Outlay	413,735	273,189	66%
General Government	Services/Supplies	192,635	192,467	100%
	Capital Outlay	750,000	750,000	100%
Byrne Grant (Federal)	Personnel Services	53,079	111,142	209%
Byme Clair (Fodolal)	Services/Supplies	95,998	113,880	119%
	Capital Outlay			
COPS Grant	Personnel Services	69,819	79,045	113%
	Services/Supplies	,	,	
CdA Drug Task Force	Services/Supplies	36,700	44,771	122%
	Capital Outlay	30,700	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	12270
Streets	Personnel Services	1,800,904	1,291,952	72%
	Services/Supplies Capital Outlay	589,400	413,917	70%

CITY OF COEUR D'ALENE BUDGET STATUS REPORT NINE MONTHS ENDED 30-Jun-2013

FUND OR	TYPE OF	TOTAL	SPENT THRU	PERCENT
DEPARTMENT	EXPENDITURE	BUDGETED	6/30/2013	EXPENDED
ADA Sidewalk Abatement	Personnel Services Services/Supplies	182,335 38,450	108,181 21,430	59% 56%
Engineering Services	Personnel Services Services/Supplies Capital Outlay	508,936 2,694,600	381,357 371,464	75% 14%
Parks	Personnel Services Services/Supplies Capital Outlay	1,257,438 408,450	880,759 243,296	70% 60%
Recreation	Personnel Services Services/Supplies	625,654 138,800	350,063 103,671	56% 75%
Building Inspection	Personnel Services Services/Supplies	697,044 24,395	538,553 13,076	77% 54%
Total General Fund		33,077,247	22,879,546	69%
Library	Personnel Services Services/Supplies Capital Outlay	1,004,510 182,450 92,000	715,192 120,156 53,632	71% 66% 58%
CDBG	Services/Supplies	267,325	35,962	13%
Cemetery	Personnel Services Services/Supplies Capital Outlay	137,465 86,835 15,000	93,164 62,140	68% 72%
Impact Fees	Services/Supplies	913,133	953,684	104%
Annexation Fees	Services/Supplies	70,000	70,000	100%
Parks Capital Improvements	Capital Outlay	1,870,524	831,194	44%
Insurance	Services/Supplies	264,000	207,565	79%
Cemetery Perpetual Care	Services/Supplies	98,000	64,886	66%
Jewett House	Services/Supplies	42,000	27,987	67%
Reforestation	Services/Supplies	1,500	2,587	172%
Street Trees	Services/Supplies	65,000	34,123	52%
Community Canopy	Services/Supplies	1,500	402	27%
CdA Arts Commission	Services/Supplies	7,000	82	1%
Public Art Fund	Services/Supplies	245,000	67,128	27%
Total Special Revenue		5,363,242	3,339,884	62%
Debt Service Fund		1,381,865	295,089	21%

CITY OF COEUR D'ALENE BUDGET STATUS REPORT NINE MONTHS ENDED 30-Jun-2013

FUND OR	TYPE OF	TOTAL	SPENT THRU	PERCENT
DEPARTMENT	EXPENDITURE	BUDGETED	6/30/2013	EXPENDED
Govt Way - Dalton to Hanley	Capital Outlay		6,995	
Govt Way - Hanley to Prairie	Capital Outlay	420,000	99,735	24%
Levee Certification	Capital Outlay	250,000	69,223	
15th Street - Lunceford to Dalton	Capital Outlay		1,321	
3rd / Harrison signal	Capital Outlay	100,000	15,340	
15th Street - Harrison to Best	Capital Outlay		5,600	
Total Capital Projects Funds		770,000	198,214	26%
Street Lights	Services/Supplies	570,050	366,823	64%
Water	Personnel Services	1,569,132	1,140,615	73%
	Services/Supplies	4,167,607	1,002,556	24%
	Capital Outlay	1,865,550	972,888	52%
Water Capitalization Fees	Services/Supplies	850,000		
Wastewater	Personnel Services	2,231,295	1,508,239	68%
Wastewater	Services/Supplies	6,327,788	2,532,811	40%
	Capital Outlay	8,634,600	1,266,552	15%
	Debt Service	2,133,241	662,922	31%
WW Capitalization	Services/Supplies	879,336		
Sanitation	Services/Supplies	3,285,480	2,536,187	77%
Public Parking	Services/Supplies	222,729	153,535	69%
5	Capital Outlay	385,000	326,651	85%
Stormwater Mgmt	Personnel Services	97,846	72,526	74%
3	Services/Supplies	526,121	66,987	13%
	Capital Outlay	300,000	2,665	1%
Total Enterprise Funds		34,045,775	12,611,957	37%
Kootenai County Solid Waste		2,200,000	1,433,735	65%
Police Retirement		176,000	131,530	75%
Business Improvement District		156,000	90,000	58%
Homeless Trust Fund		6,100	3,449	57%
Total Fiduciary Funds		2,538,100	1,658,714	65%
TOTALS:		\$77,176,229	\$40,983,404	53%

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

	BALANCE		DISBURSE-	BALANCE
FUND	5/31/2013	RECEIPTS	MENTS	6/30/2013
General-Designated	\$631,374	\$6,086	\$21,138	\$616,322
General-Undesignated	4,197,886	3,162,798	3,877,779	3,482,905
Special Revenue:				
Library	76,783	61,407	92,607	45,583
CDBG	(872)		38	(910)
Cemetery	83,723	23,695	19,476	87,942
Parks Capital Improvements	630,575	21,362	111,704	540,233
Impact Fees	2,274,415	60,508		2,334,923
Annexation Fees	522	14,250		14,772
Insurance	3,167,566	20,118	1,187	3,186,497
Cemetery P/C	1,804,739	6,180	2,835	1,808,084
Jewett House	(5,334)	1,520	869	(4,683)
Reforestation	13,136	2		13,138
Street Trees	179,862	8,722	5,074	183,510
Community Canopy	2,137	-,	-) -	2,137
CdA Arts Commission	4,175	2,244		6,419
Public Art Fund	79,833	, 9	14,085	65,757
Public Art Fund - LCDC	495,053	59	8,996	486,116
Public Art Fund - Maintenance	115,078	14	89	115,003
Debt Service:	110,010		00	110,000
2002 & 2006 G.O. Bonds	954,611	55,311		1,009,922
LID Guarantee	45,864	435		46,299
LID 130 Lakeside / Ramsey / Industrial Park	49,004	100	47,930	1,074
LID 146 Northwest Boulevard	(8,208)		,	(8,208)
LID 149 4th Street	1,046	3,673		4,719
Capital Projects:	1,010	0,070		1,710
Street Projects	230,608	19,176	21,453	228,331
Enterprise:	200,000	10,170	21,100	220,001
Street Lights	82,811	39,671	42,670	79,812
Water	(233,792)	257,028	401,346	(378,110)
Water Capitalization Fees	2,574,049	82,622	14,316	2,642,355
Wastewater	6,555,396	495,568	882,450	6,168,514
Wastewater-Reserved	1,226,275	27,500	002,400	1,253,775
WWTP Capitalization Fees	1,894,737	138,748		2,033,485
WW Property Mgmt	60,668	100,740		60,668
Sanitation	(273,393)	266,862	309,639	(316,170)
Public Parking	(77,206)	882	16,659	(92,983)
Stormwater Mgmt	253,128	81,428	21,357	313,199
Wastewater Debt Service	1,012,868	122	21,007	1,012,990
Fiduciary Funds:	1,012,000	122		1,012,000
Kootenai County Solid Waste Billing	173,030	176,394	173,030	176,394
LID Advance Payments	975	156	197	934
Police Retirement	1,389,255	21,507	14,146	1,396,616
Sales Tax	1,538	1,280	1,538	1,280
BID	152,310	3,518	1,000	155,828
Homeless Trust Fund	432	277	432	277
GRAND TOTAL	\$29,816,656	\$5,061,132	\$6,103,040	\$28,774,748
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