



# Coeur d'Alene

## CITY COUNCIL MEETING

*April 20, 2010*

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**MEMBERS OF THE CITY COUNCIL:**

**Sandi Bloem, Mayor**

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

# 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  
APRIL 6, 2010**

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 April 6, 2010 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

Mike Kennedy	)	Members of Council Present
Woody McEvers	)	
A. J. Al Hassell, III	)	
John Bruning	)	
Deanna Goodlander	)	
Loren Ron Edinger	)	

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

**INVOCATION:** The invocation was led by Pastor Phil Muthersbaugh, LifeSource Community Church.

**PLEDGE OF ALLEGIANCE:** The pledge of allegiance was led by Councilman McEvers.

**PROCLAMATION – CHILD ABUSE PREVENTION MONTH:** On behalf of Mayor Bloem, Councilman Bruning read the Mayor's proclamation declaring the month of April as National Child Abuse Prevention Month in the City of Coeur d'Alene. Beth Barclay, Director of the "I Care" Program at St. Vincent DePaul, accepted the proclamation and announced the activities being planned throughout the month of April.

**PROCLAMATION – FAIR HOUSING WEEK:** On behalf of Mayor Bloem, Councilman Kennedy read the Mayor's proclamation declaring the week of April 11<sup>th</sup> through April 17<sup>th</sup> as Fair Housing Week in the City of Coeur d'Alene. Amy Dreps from the Disability Action Center accepted the proclamation and announced the activities planned for the week of April 11th.

**PUBLIC COMMENTS:**

**SPEED LIMIT/INTERSECTION/SOCCER CONCERNS:** Alton Walker, 1955 E. Dalton Ave. expressed his concern over the intersection of 16<sup>th</sup> and Dalton and would like the speed limit to be reduced to 15 mph at this intersection. He also asked if the high school students could practice their soccer at the Fairgrounds instead of at the Canfield Middle School Soccer complex. Rose Palmer, 1955 E. Dalton, daughter of Alton Walker, also expressed her concern of the kids playing soccer at Canfield Middle School.

**SOLID WASTE CONTRACT:** Steve Roberge, 6488 N. 4<sup>th</sup> Street, Dalton Gardens, provided data that the City's garbage service is currently 7.5% less than the City of Post Falls. He also noted that the residents of Coeur d'Alene have a 3-size garbage bin option, and if the single-stream

recycling is added the City will see a 50% decrease in garbage being picked up. He urged the City to continue the contract with Waste Management and institute the single-stream recycling program.

**PARKSIDE BISTRO LEASE:** Kevin Eskelin, 718 N. 4<sup>th</sup> Street, requested that he be able to continue his lease through this summer. Rich Kuk, attorney for Kevin Eskelin, 107 E. Foster, stated that a couple of months ago, Mr. Eskelin was informed that his lease would not be renewed. He stated that he has been talking with Mr. Gridley about keeping the business open through the summer of 2010. Rich Kuk, legal advisor for Mr. Eskelin, commented that he has only known of the City's intent to not continue the lease for about two weeks. His sources at the Federal level told him that Mr. Eskelin can have a non-compliance extension on his lease for an additional six months and he questioned whether the subject property is within the boundaries of the City Park.

**AGENDA AMENDMENT:** Motion by Edinger, seconded by Kennedy to add the item of Parskide Bistro to the agenda, and noted the reason for amending the agenda was that the item was not on the agenda but was brought up by a resident during public comments. Motion carried.

Deputy City Attorney Warren Wilson noted that the City has owned the Park property since 1904 with Burlington Northern Railroad having the right to operate on this property until they abandoned the railroad, which they did in 2006. Since Mr. Eskelin had a 10-year lease with the railroad and the City has honored that lease until it would expire which is April, 2010. In 2007, the Federal Land and Conservation Act administered by the state's Land and Water Conservation Fund Board (LWCF) did an audit of the City Park and notified the City that the lease of the Bistro property was in violation of their funding guidelines. Mr. Wilson explained that in order to continue the lease for another 6 months, Mr. Eskelin would have to comply with the LWCF regulations which include Mr. Eskelin bringing the building up to ADA code compliance, the lease would have to be at market value, the operation would have to be a concession for the benefit of the park, in addition to other requirements and if Mr. Eskelin was approved by the State to continue the lease for another six months. However, the State has already informed Mr. Wilson that Mr. Eskelin has already used his 6-month extension beginning in 2006 when the railroad abandoned the property. An additional issue is that once the current lease with the railroad expires, Mr. Eskelin has no right to the property and the property would fall under City code which does not allow alcoholic beverages on city property. Mr. Wilson noted that since 2008, the City has been informing Mr. Eskelin that the lease will expire in April, 2010. Finally, Mr. Wilson advised that even if the LWCF hurdles could be overcome at great expense to Mr. Eskelin, we still have the issue of meeting the 1904 grant conditions which are unlikely.

Councilman Edinger asked about Mr. Kuk's discussions with Mr. Gridley. Mr. Wilson noted that initially there were some discussions; however, the State has confirmed that they would not allow Mr. Eskelin to continue after April 14<sup>th</sup>. Councilman Kennedy asked if there was an appeal process. Mr. Wilson said that it would probably be through the State. Councilman Kennedy asked Doug Eastwood what the impact of the Land and Water Conservation Fund is on the City Park. Mr. Eastwood explained how the Fund was developed. He noted that that if we allowed the Bistro, the City would have to go through a conversion which is a long and time consuming

process and during which time the City would not receive any further Land and Water Conservation Funds as well as having to complete an appraisal of City parkland to determine not just the loss of park value on the waterfront, but also the value of the recreational opportunity lost. The City would be required to pay the total amount in order to retain the Park we already have. He voiced his concern of jeopardizing future City LWCF funding since Mr. Eskelin has known of his lease expiring and had been notified that the City would not be renewing that lease more than two years ago. He also voiced concern regarding potential loss of the park through the conversion process.

Mr. Kuk asked the Council to table the issue. Councilman Edinger noted that he would not want to jeopardize the City's standing with the Land and Water Conservation Funds. Councilman Hassell noted that it would be the State agency that would allow the 6-month extension not the Federal Government and the State has already stated that they would not allow another non-conforming use extension since they have already granted one two years ago for Mr. Eskelin to operate. Mr. Wilson responded that the State confirmed the building does fall under the Land and Water Conservation funds, and they would not extend the lease for another 6 months. On a final note, he believes that the City has no choice but to not renew the lease. Councilman Kennedy would like the City to buy a little more time so Mr. Eskelin can continue through October. Councilman Goodlander agreed with Councilman Kennedy to let Mr. Eskelin continue; however, if there is no way to allow that without jeopardizing the City's LWCF she would not want to jeopardize those funds. Councilman Kennedy suggested that if the lease runs out on April 14<sup>th</sup> and then we find out that there is a way we could let Mr. Eskelin to operate from May through October, he is open to that idea. Councilman Edinger believes that on April 14<sup>th</sup> the lease will end. If Mr. Eskelin wants to stay, he must do the legwork to ensure it would be legal and the park is not in jeopardy of conversion.

Rod Bashaw, 921 E. Elm, believes that it is the City that needs to determine if the Parkside Bistro is in the City Park and not Mr. Eskelin's responsibility. Doug Eastwood responded that the National Parks Service and the State confirmed that the park's boundary line is 20' past the building towards Sherman and so it is definitely inside the City Park.

Jeffrey Coulter, 2692 E. Nettleton Gulch Rd., believes that the City needs to find the property lines of the City Park and noted that he has enjoyed the Parkside Bistro for several years. Councilman Hassell noted that all the maps he has ever seen show that the building is within the City Park property.

The Council was advised by acting City Attorney Warren Wilson that in taking no action, the status quo remains and Mr. Eskelin must vacate the premises on April 14, 2010. No action was taken by the Council.

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

1. Approval of minutes for March 11, 16, 2010.
2. Setting the General Services Committee and the Public Works Committee meetings for Monday, April 12th at 12:00 noon and 4:00 p.m. respectively.
3. RESOLUTION 10-010: 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 A LETTER OF AGREEMENT FOR RENEWAL OF CITYLINK PUBLIC TRANSPORTATION; APPROVING A MUTUAL AID ASSISTANCE AGREEMENT WITH THE POST FALLS POLICE DEPARTMENT; AWARD OF BID AND CONTRACT TO PLANNED AND ENGINEERED CONSTRUCTION FOR THE WASTEWATER CURED IN PLACE PIPE (CIPP) SEWER LINE REPLACEMENT PROJECT; AWARD OF BID AND CONTRACT TO BUDDY'S BACKHOE FOR THE WASTEWATER OPEN TRENCH SEWER LINE REPLACEMENT PROJECT AND APPROVAL OF SS-5-09 MAINTENANCE / WARRANTY AGREEMENTS FOR HONI ADDITION.

4. Denial of use of 1<sup>st</sup> Street Dock for Water Taxi Service.
5. Approval of Parking Study Update for Downtown Parking.
6. Approval of dedication of public right-of-way located at the Wastewater Compost Facility for Howard Street Extension.
7. Approval of easement for Kootenai Electric for pole relocation and guy wire extension for Howard Street Extension.
8. Declaration of sole-source procurement of Traffic Signal Equipment.
9. Authorizing a mobile food cart on city streets for Michael Neff dba Gonzo Ice Cream.

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

#### **COUNCIL ANNOUNCEMENTS:**

COUNCILMAN EDINGER: Councilman Edinger announced that the Coeur d'Alene Police Department, the city's Enough is Enough Committee, and the Idaho Drug Free Youth are sponsoring a "Prescription Drug Turn-In" event as part of the Coeur d'Alene School District's Safety Fair, on April 10<sup>th</sup>, at the Coeur d'Alene High School Commons. The Prescription Drug Turn-In will be open from 10:00 a.m. until 2:00 pm. For more information, please call 769-2320.

Mr. Edinger also noted that Mr. Bell has brought forward a proposal for banning cell phone use and the General Services Committee has decided to defer the issue until State legislature addressed the issue. Since the State did not address this issue prior to closing he asked that the item be placed back on the next General Services Committee agenda.

**ADMINISTRATOR'S REPORT:** City Administrator Wendy Gabriel gave a special thank you to the more than 75 citizens who attended the McEuen Field Public Input Gathering meeting on March 25<sup>th</sup> at the Lake City Senior Center. The purpose of the meeting was to gather public input why people go to the park, ideas and suggestions for McEuen Field/3rd Street Marina/Front Street, and suggested activities for McEuen Field/3rd Street Marina. For more information regarding the informational meeting, please visit [parks.cdavid.org](http://parks.cdavid.org). She announced that Julie Whitesel Weston, author of "The Good Times Are All Gone Now," will bring her stories to the Coeur d'Alene Public Library tomorrow, April 7<sup>th</sup>, at 7:00 p.m. in the Community Room. This free program is offered as part of the "Your Place in History" series sponsored by area public libraries, the Molstead Library at NIC, and the Museum of North Idaho. The Coeur d'Alene

Police Department, the city's Enough is Enough Committee, and the Idaho Drug Free Youth are sponsoring "Prescription Drug Turn-In" event as part of the Coeur d'Alene School District's Safety Fair, on April 10<sup>th</sup>, at the Coeur d'Alene High School Commons. The Prescription Drug Turn-In will be open from 10:00 a.m. until 2:00 pm. For more information, please call 769-2320. The City is currently accepting applications for an Attorney – application deadline is April 16<sup>th</sup>. We are also accepting applications for the following Temporary Seasonal positions: Parks Grounds Maintenance Worker, Street Maintenance Worker, and Water Laborer. For applications and job information, please visit our website at [www.cdaid.org](http://www.cdaid.org) or call the Human Resources Department at 769-2205. Also, she gave a reminder to fill out your Census survey. The short, 10-question form will help determine how more than \$400 billion per year in federal funding is distributed to tribal, state and local governments. Census data helps shape the future of our community. The data helps determine which schools receive funding for improvements, where new hospitals and roads will be built, and how we are represented at all levels of government. The future of our community depends on your participation. To learn more visit their web site at [2010census.gov](http://2010census.gov). The Library will be celebrating National Library Week beginning Sunday, April 11<sup>th</sup> through Saturday, April 17<sup>th</sup>. Sunday April 11<sup>th</sup>, from 1 – 2 p.m., the library's new "Virtual Book Club"; Saturday, April 17<sup>th</sup>, 10:30 a.m., "Kite Workshop and Festival." All materials will be provided free of charge and taught by kite enthusiast Gary Fleshman-Kubodera. Saturday evening a program exclusively for teens in grades 7 through 12 scheduled for 5-8 p.m. Teens planning to attend should pre-register by visiting the library's website at [www.cdalibrary.org](http://www.cdalibrary.org) and clicking on the "Exclusively for Teens" link. Mrs. Gabriel reminded everyone that there will be no TV coverage of the General Services and Public Works Committees on April 12<sup>th</sup>. CDA TV operator Jeff Crowe will be attending a National Broadcasters Association conference the week of April 12<sup>th</sup>. The agendas for these meetings will be available online at [www.cdaid.org](http://www.cdaid.org) on April 9<sup>th</sup>. The Police Department now offers the services of CrimeReports.com. CrimeReports.com provides law enforcement agencies with an easy-to-use, Web-based service for managing and controlling the sharing of crime data with the public in approximately "real-time." In addition to the ability to query the mapping system for crime maps and Registered Sex Offenders, CrimeReports.com has a feature to allow e-mail notification for an assortment of circumstances. Visit the website at [www.cdapolice.org](http://www.cdapolice.org) and click on Crime Reports & Maps. Mrs. Gabriel thanked the current 2010 Adopt-A-Street Volunteers, as well as past volunteers who have participated in this program. The Adopt-A-Street program was authorized by the City Council in August 2000, and is intended primarily for the City's more rural streets. The program is a partnership between the volunteers and the City provides signage, vests, and orange litter bags, and also collects the bags the next working day after they have been filled. For more information call Diana Booth at the Streets Department at 769-2235. Coeur d'Alene childcare providers are invited to attend a free, two-hour workshop called "Learn to Burn." The city's Childcare Commission, in conjunction with the Coeur d'Alene Fire Department, will host the two-hour workshop at City Hall's former Council Chambers (710 E. Mullan) from 6:30 p.m. to 8:30 p.m. on Monday, April 26<sup>th</sup>. The training will offer hands-on use of a fire extinguisher, as well as instruction on preparing evacuation and safety plans. Pre-registration is required as a maximum of 75 people will be able to register for this free course. To register, please call Kathy at 769-2229 before April 20<sup>th</sup>.

**NON-NATIVE TREE – TUBBS HILL TREE REMOVAL PLAN:** Councilman Kennedy noted that the plan is to remove non-native trees from Tubbs Hill. Karen Haskew, Urban Forester,

further explained that the purpose of this plan is to help maintain the health of Tubbs Hill. Currently the Hill has more Douglas fir than normal and now we are faced with root rot which is a fungal disease affecting these trees. Additionally, Norway Maple and Cherry trees, which are non-native trees have begun to overtake the east side of Tubbs Hill which prevents the native trees from flourishing. She explained that step one is to cut down the larger non-native trees and apply herbicide to the smaller trees as part of the fuel reduction project. She noted that this project is a part of the Tubbs Hill Management Plan and that this tree reduction plan has been presented to the Tubbs Hill Foundation, the Parks Foundation, the Parks and Recreation Commission and the General Services Committee. Councilman Edinger asked how this project is being funded. Mrs. Haskew responded that some of the funding is coming from the fuel reduction grants, and additionally some funds are coming from the dock fees as well as the Tubbs Hill Foundation which is providing a portion of the funding and volunteer work. Motion by Kennedy, seconded by Edinger to approve the Tree Removal Plan for Tubbs Hill. Motion carried.

ORDINANCE NO. 3378  
COUNCIL BILL NO. 10-1003

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING 9.52.020 TO ALLOW HONOR GUARDS TO DISCHARGE BLANKS AT THE FALLEN HEROES PLAZA IN CERTAIN CIRCUMSTANCES; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Motion by Kennedy, seconded by Bruning to pass the first reading of Council Bill No. 10-1003.

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

Motion by Edinger, seconded by Kennedy to suspend the rules and to adopt Council Bill No. 10-1003 by its having had one reading by title only.

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

**CONTRACT EXTENSION WITH SINGLE STREAM RECYCLING FOR GARBAGE COLLECTION:** Troy Tymesen, Finance Director, reported that the City has partnered with Kootenai County Solid Waste for several years and staff is proposing that the City approve the two three-year contract extensions with Waste Management of Idaho which would provide for the option of creating a single-stream recycling program. Waste Management presented an offer to provide the single-stream recycling program with no additional cost to the residents if the two three-year extensions were accepted by the City. Steve Wulf the Principal Planner for Kootenai County Solid Waste presented an overview of the proposed single-stream recycling program. He stressed that the recyclable mixed material must be clean when being deposited into the recycling



bin, such as the residents would need to empty a pop can so the fluid would not pour onto the paper products.

Motion by Kennedy, seconded by Bruning to approve the recommendation from Kootenai County to exercise both of the three-year options in the Coeur d'Alene Collection and Recycling contract with Waste Management, to include in the contract a condition for single-stream recycling, and to extend the existing Joint Powers Agreement with Kootenai County for three years to match the term of the collection and recycling contract. Motion carried with Goodlander abstaining.

**RECESS:** Motion by Kennedy, seconded by Edinger to take a five minute break. Motion carried. The Council recessed at 8:25 p.m. The Council returned at 8: 33 p.m.

**PUBLIC HEARING – O-1-01 – COMMERCIAL DESIGN GUIDELINES:** Mayor Bloem read the rules of order for this legislative public hearing. Dave Yadon, City Planning Director, gave the staff report.

Mr. Yadon noted that in 2008 the City Council voted to have the Planning Commission address commercial design standards citywide for commercial zones. The Commission met several times with urban consultant Mark Hinshaw, staff and members of the public to develop the proposed guidelines.

Mr. Yadon noted that there are two significant points of the Planning Commission's recommendation:

1. **Design Guidelines Recommended:** These guidelines are in many cases the same as what have been adopted or recommended for other areas of the city. In the case of Site Design guidelines, all areas except for the Lighting and Grand Scale Trees are updates of existing commercial landscaping or parking regulations. The Lighting and Grand Scale Tree guidelines have previously been adopted in the Infill District. The Building Design guidelines are new to the C-17 and C-17L districts but exist in one degree or another in the infill and downtown districts.
2. **Flexibility Available.** As a "guideline", a project is expected to meet the guidelines unless the applicant can meet the criteria for a "departure". The ability to have some flexibility in meeting design guidelines was previously endorsed and adopted for the Downtown and Infill Districts. The staff or the Design Review Commission, depending on the number or departures requested, would determine if the departure criteria are met. Deviations from the Approach, Street Tree, and Grand Scale guidelines are not considered items that would trigger Design Review Commission review.

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

ORDINANCE NO. 3379  
COUNCIL BILL NO. 10-1004

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTIONS 12.28.210 AND

12.28.230 TO CLARIFY SIDEWALK WIDTH REQUIREMENTS, AMENDING SECTION 17.01.020 TO CLARIFY THE APPLICABILITY OF THE ZONING ORDINANCE TO PUBLIC RIGHTS OF WAY, ADOPTING NEW SECTIONS 17.05.565 AND 17.05.645 TO AUTHORIZE THE CITY COUNCIL TO ADOPT DESIGN GUIDELINES FOR THE C-17 AND C-17L ZONING DISTRICTS BY RESOLUTION AND ALLOWING FOR DESIGN DEPARTURES; AMENDING SECTION 17.05.705 FOR CONSISTENCY WITH THE NEW DESIGN DEVIATIONS; AMENDING SECTION 17.09.315 TO ESTABLISH DESIGN COMMISSION AND PLANNING DIRECTOR REVIEW OF PROJECTS IN THE C-17 AND C-17L ZONING DISTRICTS; AMENDING SECTIONS 17.06.820, 17.44.330 AND 17.44.450 TO EXEMPT THE DC, C-17 AND C-17L ZONING DISTRICTS FROM THE GENERAL LANDSCAPING REGULATIONS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Motion by Edinger, seconded by Kennedy to pass the first reading of Council Bill No. 10-1004.

DISCUSSION: Councilman McEvers has difficulty imposing more regulations on businesses especially the low-rent districts and believes that pretty soon everything will look the same. Councilman Goodlander concurs with Councilman McEvers. Councilman Edinger does not believe that these regulations will cause a lot of changes. Councilman Bruning commented that there is a lot of “ugly” in the City which the City cannot currently deal with but believes that these regulations will help fix this issue.

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

Motion by Hassell, seconded by Kennedy to suspend the rules and to adopt Council Bill No. 10-1004 by its having had one reading by title only.

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

#### RESOLUTION NO. 10-012

A RESOLUTION OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO AND ADOPTING COMMERCIAL DESIGN GUIDELINES.

Motion by Edinger, seconded by Hassell to adopt Resolution 10-012.

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

**SETTING OF PUBLIC HEARING:** Motion by Edinger, seconded by Hassell to set a public hearing for establishing the Design Review Fees for C-17 and C-17L zoning districts for April 20, 2010. Motion carried with Goodlander and McEvers voting no.

**PUBLIC HEARING – FLOOD HAZARD MITIGATION REGULATIONS:** Mayor Bloem reiterated the rules of order for this public hearing. Gordon Dobler, City Engineer, gave the staff report.

Mr. Dobler reported that last year FEMA updated the city's Flood Insurance Study. There were no changes to the flood plain limits or base flood elevations for the areas within the City limits. However, as part of the update, the city is required to update the flood plain ordinance. He noted that there are no material changes to the existing ordinance. The major difference is that FEMA required the new ordinance to include much of the verbiage that has always been in the Federal regulations. Staff has moved the regulations from Section 17, which was under the Planning Commission purview, to Section 15 in the City's code book. The reason is because of all the requirements of the ordinance are established by FEMA and are not subject to review or approval by the Planning Commission. The only significant change to the code was the addition of a variance procedure which as required by FEMA. Mr. Dobler concluded by stating that FEMA has reviewed and approved the proposed ordinance.

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

ORDINANCE NO. 3380  
COUNCIL BILL NO. 10-1005

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, REPEALING SECTIONS 17.08.105, 17.08.110, 17.08.115, 17.08.120, 17.08.125, 17.08.130, 17.08.135, 17.08.140, 17.08.145 AND 17.08.150; AMENDING SECTIONS 17.02.045, 17.02.055, 17.02.085, 17.01,015 AND 17.07.275 TO REMOVE THE FLOODPLAIN PROTECTION REQUIREMENTS FROM THE ZONING CODE; ADOPTING A NEW CHAPTER 15.32 TO ADOPT NEW FLOOD DAMAGE PREVENTION REQUIREMENTS INCLUDING PROVIDING DEFINITIONS, ESTABLISHING PERMITTING, CONSTRUCTION AND INSPECTION REQUIREMENTS, AUTHORIZING VARIANCES AND APPEALS AND ESTABLISHING THAT VIOLATIONS ARE MISDEMEANORS PUNISHABLE BY IMPRISONMENT OF UP TO 180 DAYS OR A FINE OF \$1,000.00 OR BOTH; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Motion by Goodlander, seconded by Kennedy to pass the first reading of Council Bill No. 10-1005

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

Motion by Edinger, seconded by Kennedy to suspend the rules and to adopt Council Bill No. 10-1005 by its having had one reading by title only.

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

**EXECUTIVE SESSION:** Motion by Hassell, seconded by McEvers to enter into Executive Session as provided by I.C. 67-2345 Subsection C: To conduct deliberations concerning labor negotiations or to acquire an interest in real property not owned by a public agency; Subsection F: To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated; and, Subsection J: To engage in communications with a representative of the public agency's risk manager or insurance provider to discuss the adjustment of a pending claim or prevention of a claim imminently likely to be filed.

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

The session convened at 9:15 p.m. Members present were the Mayor, City Council, City Administrator, City Attorney, and Deputy City Administrator.

Matters discussed were those of labor negotiations, claims and litigation. No action was taken and the Council returned to their regular meeting session at 10:15 p.m.

RESOLUTION NO. 10-011

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A MEMORANDUM OF UNDERSTANDING, WITH THE POLICE DEPARTMENT LIEUTENANTS.

Motion by Bruning, seconded by Hassell to adopt Resolution 10-011.

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

**VEDDER CLAIM:** Motion by Hassell, seconded by Edinger to authorize staff to settle the Vedder claim. Motion carried.

**ADJOURNMENT:** Motion by Goodlander, seconded by Bruning that, there being no further business before the Council, the meeting is adjourned. Motion carried.

The meeting adjourned at 10:16 p.m.

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Sandi Bloem, Mayor

ATTEST:

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Susan Weathers, CMC  
City Clerk

RESOLUTION NO. 10-013

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 AGREEMENT FOR CDBG GRANT FUNDING FOR HABITAT FOR HUMANITY OF NORTH IDAHO; ADOPTING A LIMITED ENGLISH PROFICIENCY PLAN FOR THE CITY OF COEUR D'ALENE; APPROVAL OF A MEMORANDUM OF UNDERSTANDING WITH KOOTENAI COUNTY FOR USE OF THE MOBILE COMMAND CENTER; APPROVAL OF CHANGE ORDER NO. 2 WITH SHANNON INDUSTRIAL CONTRACTORS INC. FOR THE WASTEWATER TREATMENT PLAT LOW PHOSPHOROUS PILOT FACILITY AND APPROVAL OF CHANGE ORDER NO. 1 WITH CMEC INC. FOR THE WASTEWATER TREATMENT PLANT DIGESTER #4 AND CLARIFIER #1 REFURBISHING PROJECT;

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

- 1) Approval of an Agreement for CDBG Grant funding for Habitat for Humanity of North Idaho;
- 2) Adopting a Limited English Proficiency Plan for the City of Coeur d'Alene;
- 3) Approval of a Memorandum of Understanding with Kootenai County for use of their Mobile Command Center;
- 4) Approval of Change Order No. 2 with Shannon Industrial Contractors Inc. for the Wastewater Treatment Plat Low Phosphorous Pilot Facility;
- 5) Approval of Change Order No. 1 with CMEC Inc. for the Wastewater Treatment Plant Digester #4 and Clarifier #1 Refurbishing Project;

AND;

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements or other actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits "1 through 5" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements or other actions so long as the substantive provisions of the agreements or other actions remain intact.

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

DATED this 20<sup>th</sup> day of April, 2010.

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

ATTEST

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

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

ROLL CALL:

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

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

COUNCIL MEMBER BRUNING Voted \_\_\_\_\_

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

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

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

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

**GENERAL SERVICE COMMITTEE  
STAFF REPORT**

DATE: APRIL 6, 2010  
FROM: RENATA MCLEOD, PROJECT COORDINATOR  
RE: APPROVAL OF A SUB-RECIPIENT AGREEMENT WITH HABITAT FOR HUMANITY FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PLAN YEAR 2009 GRANT AWARD.

---

**DECISION POINT:**

- To authorize the sub-recipient agreement with Habitat for Humanity for \$45,400 in CDBG Plan Year 2009 funding.

**HISTORY:** The City of Coeur d'Alene conducted a competitive RFP process, that included submittal of a grant application, review by the Ad Hoc Committee (August 4, 2009) and recommendations being made to the City Council on August 18, 2009. Thereafter, it was clarified by our HUD representative, that this process requires a substantial amendment to the CDBG Plan Year 2009 Action Plan. The public hearing for an amendment to Plan Year 2009 Action Plan was held January 19, 2010. No public comments were received and the City Council approved the amendment. This agreement is the final step in the process of awarding the grant funds to Habitat for Humanity.

**Habitat for Humanity Project Overview (CDBG Grant Award \$45,400).**

Habitat for Humanity of North Idaho owns a parcel of land within the Coeur d'Alene City limits, specifically Lots, 3 and 4, Block 11, Roche Park Addition, Coeur d'Alene, Idaho. They are proposing up to five (exact number of units to be determined after engineer's report is complete) single-family dwelling units be constructed through the Habitat program on this parcel. The Grant award will provide part of the funding for the public infrastructure required for the project's success, such as water, sewer, electricity, storm water, and roadways. Under the HUD LMI eligibility standards, families with incomes at 80% or below AMI will qualify; however, Habitat will target lower-income families with incomes of 60% -30% AMI.

**FINANCIAL:** Award of \$45,400 of Plan Year 2009 CDBG grant dollars to Habitat for Humanity.

**PERFORMANCE ANALYSIS:** Authorizing this agreement will allow Habitat for Humanity to move forward with their infrastructure project that will provide a four-unit housing project.

**DECISION POINT/RECOMMENDATION:** To authorize the sub-recipient agreement with Habitat for Humanity for \$45,400 in CDBG Plan Year 2009 funding.

# **AGREEMENT FOR CDBG GRANT FUNDS FOR Habitat for Humanity of North Idaho**

This Agreement is entered into between the CITY OF COEUR D'ALENE, a municipal corporation, whose mailing address is 710 E Mullan Avenue, Coeur d'Alene, Idaho 83814-3958, hereinafter referred to as the "CITY" and HABITAT FOR HUMANITY OF NORTH IDAHO, an Idaho non-profit corporation, whose mailing address is: 176 W Wyoming Avenue, Hayden, Idaho, 83835-9606., hereinafter referred to as "Habitat for Humanity".

The key contact for Habitat for Humanity is Rick Shipman, Board President  
The key contact for the CITY is Nelle Coler, Grant Administrator, Panhandle Area Council.

1. Activities Under This Agreement. The CITY has received from the U.S. Department of Housing and Urban Development ("HUD"), a grant from the Community Development Block Grant Program, identified as Grant No. B-09-MC-16-0007 (the "CDBG Grant"). From this CDBG Grant the CITY is awarding \$45,400.00 (forty five thousand four hundred dollars) to Habitat for Humanity to construct infrastructure to support a four unit housing development for low-to-moderate income persons in the City of Coeur d'Alene. The project is more fully described in Attachment A "Scope of Work".
2. Grant Amount and Matching Obligations. The maximum amount of the CDBG grant funds awarded to Habitat for Humanity under this Grant Agreement is \$45,400.00 (forty five thousand four hundred dollars), referred to herein as the "grant funds". Habitat for Humanity will provide the management resources, professional services, staff and office supplies needed for the project.
3. Budget. Habitat for Humanity shall adhere to the Budget outlined in Attachment B attached hereto, unless otherwise amended in writing by Habitat for Humanity and the CITY. In the event costs exceed these grant funds, Habitat for Humanity shall be responsible for funding any and all additional costs. The CITY shall not be responsible to provide additional funds to pay any costs in excess of \$45,400.00 (forty five thousand four hundred dollars).
4. Permits All permits and inspections required by the City of Coeur d'Alene and other applicable jurisdictions shall be obtained in accordance with code.
5. Program Income. Neither the City nor Habitat for Humanity anticipates any program income to be generated through this project. If any income generated from the use of these funds is "program income" it will be considered the same as grant funds and is thereby subject to this contract and all the federal regulations. Habitat for Humanity is allowed to retain and use program income for the same purposes as covered by this contact. Program income shall be expended before any additional grant funds are requested unless authorized differently in the Scope of Work.



6. Payments. As the project progresses Habitat for Humanity will provide the CITY, through the City's Grant Administrator, Panhandle Area Council (PAC) 11100 N Airport Drive, Hayden, ID 83835-9798 with monthly reports of expenditures and program progress. All reporting shall be supported by appropriate documentation such as receipts, billings, invoices, timesheets or other similar documents.

Habitat for Humanity will submit monthly, a detailed, itemized invoice to PAC for review. The invoice shall be numbered and dated, it shall state the Project, name and address to which payment shall be made, the activities completed, dates of completion, location of activities and any additional information required by the grant funding agency.

PAC will verify the information, process the request and submit the invoice to the CITY for payment.

7. Insurance. Habitat for Humanity warrants that it has obtained, and will maintain at its expense for the duration of this Contract, statutory worker's compensation coverage, employer's liability and comprehensive general liability insurance coverage for its principals and employees. The comprehensive general liability insurance shall have, at a minimum, a coverage limit of at least five hundred thousand dollars (\$500,000).

8. Grant Program Requirements. This Agreement and the project is governed by the provisions of Title I of the Housing and Community Development Act of 1974 as amended, Public Law 93-383 and the implementing regulations at 24 CFR Part 570. Habitat for Humanity shall not take any action or do anything inconsistent with the purposes and intent of the CDBG program. Habitat for Humanity shall comply with all state and local and federal laws and regulations that pertain to the program and the CDBG grant program and funds.

9. Environmental. Habitat for Humanity shall comply with any HUD environmental regulations and with the Water Pollution Control Act, Clean Air Act, National Historic Preservation Act, Flood Disaster Protection Act, Lead Based Paint Regulations, and shall comply with all inspection, reporting, monitoring, and requirements of environmental regulations.

10. Real Property Acquisition, Relocation and Disposal. The City has not authorized property acquisition under this contract.

11. Procurement Standards and Methods. The Habitat for Humanity shall use procurement and purchasing standards that are in compliance with state law. Generally, procurement of items or services costing less than \$25,000 may use the informal Small Purchase process. Small Purchase process requires three written bids/quotes. Larger purchases shall follow formal bidding processes including proper bonding and guarantees. Panhandle Area Council can provide technical assistance for procurement. The City's authorized representative shall review and approve all procurement documents

To the greatest extent possible, Habitat for Humanity will select services or contractors that reside or have their business locations in the City of Coeur d'Alene. This will meet the Section 3 requirements of the CDBG program.

12. Termination of Grant Agreement. The CITY may at any time terminate this agreement for cause or convenience. If terminated for the convenience of the CITY, the CITY shall pay for any work completed up the date of the termination. If the CITY terminates this agreement for cause, the CITY will not make any payments for work completed in violation of this agreement. If for any reason the

Grant Agreement is terminated, Habitat for Humanity agrees and acknowledges that the CITY shall bear no liability or responsibility of any kind or for any reason to Habitat for Humanity for any of the funds received, to be received, or anticipated to be received pursuant to this Agreement.

13. Remedies Regardless of the successful completion of construction of the infrastructure to support the Habitat for Humanity development, Habitat for Humanity agrees to reimburse the CITY the entire amount of the grant if they do not also meet the project goal and the National Objective as stated in Attachment A. The project goal is to construct four housing units to be sold to low-to-moderate income persons; the National Objective is to benefit low-to-moderate income persons.

14. Financial and Progress Reports. In the performance of this Agreement, Habitat for Humanity shall keep books, records and accounts of all of Habitat for Humanity's activities related to the provisions of this Agreement. On a monthly basis, and at project completion, Habitat for Humanity shall submit to PAC a financial report that details costs incurred by line item as described in the project budget, Attachment B. Said report shall be submitted to PAC upon completion of the project funded under this Agreement. Habitat for Humanity acknowledges that the CITY is required to submit to HUD interim performance reports, and therefore Habitat for Humanity agrees to submit to PAC, monthly performance reports in the format provided by PAC and to provide any and all information which the CITY may need or request in preparing the CITY's interim performance reports to HUD. A detailed written final report with documentation of the activities carried out and benefits generated shall be submitted to PAC at the conclusion of the project. The project cannot be closed out until the National Objective is met. A final report on the Community Grant Opportunity funded activities is required when the infrastructure is complete. Additional progress reports will be required until the homes are constructed and occupied by low-to-moderate income persons.

15. Record Keeping. Habitat for Humanity shall keep sufficient records, files, accounting records and documentation to track expenditures and accounting processes and shall be in accordance with general accounting practices useable for auditing. It shall keep records sufficient to document purchases are in accordance with procurement policies and track assets. Any real property acquisition activities shall be documented as required by the Acquisition and Relocation requirements of the grant program. Records of compliance with any environmental requirements shall be maintained.

16. Client Data. Client information collected under this contract is private and the use or disclosure such information is prohibited when not directly related responsibilities and requirements under this agreement unless written consent is first obtained from the client.

17. Amendments to this Grant Agreement. Habitat for Humanity understands and agrees that no change shall be made to the nature or purpose of the project and this agreement and that no changes shall be made in the budget (Attachment B), the Scope of Work (Attachment A) or the design of the project without the prior written consent of the CITY. Either party may initiate an amendment. From time to time the CITY may at its discretion amend the contract to reflect changes in the program requirements, regulations or law.

18. Subcontracts. Habitat for Humanity shall seek CITY approval prior to entering into any subcontracts under this Agreement. Habitat for Humanity shall notify PAC to request approval by the CITY. These subcontracts shall contain all the requirements of this agreement. Amendments to

subcontracts shall have both the CITY's and Habitat for Humanity's approval before they are effective amendments. All contracts and subcontracts must comply with all applicable state and federal laws and regulations.

19. Audit and Monitoring. Habitat for Humanity acknowledges that the CITY is required pursuant to the Grant Agreement to provide HUD an annual financial audit in accordance with OMB Circular A-128 and the Single Audit Act of 1984. To assist the CITY in preparing the required annual financial audits and all other reporting requirements of the CITY, Habitat for Humanity shall provide through the last fiscal year in which grant funds are expended any and all information necessary to or requested by the CITY in preparation of any annual audit or other reporting requirement. The CITY, PAC and HUD may monitor and make periodic inspections and evaluations of the project and all of Habitat for Humanity's books and records shall be available to the CITY and to HUD during regular working hours. These books and records shall be maintained for at least four (4) years following the project closeout. The CITY, Representatives of the Secretary of Housing and Urban Development (HUD), the inspector general or the general accounting office shall have access to all books, accounts, reports, files, and other papers, things or property belonging to or in use pertaining to the administration of the grant funds pursuant to this Agreement.

20. Recognition. The CITY and Habitat for Humanity agrees that appropriate information shall be given to recipients of CDBG Entitlement Program grant funding that shall give credit to HUD and the CITY for helping underwrite the program with CDBG funding. Habitat for Humanity agrees to give appropriate credit to others that contribute time and materials to the program.

21. Severability. The provisions of this Agreement are severable. In the event any provision shall be determined to be void or unenforceable for any reason, such determination shall not affect the enforceability of the remaining provisions.

22. Relationship of Contracting Parties. This Agreement does not establish an employer- employee relationship between the parties. Habitat for Humanity shall indemnify the CITY and it's representatives and shall hold it harmless against any and all suits, actions, claims, or losses of any kind, nature, and description, including costs, expenses, and attorney fees, that may be incurred by reason of any act or omission, neglect or misconduct of Habitat for Humanity that may arise out of or which are in any way related to this Agreement.

Habitat for Humanity shall at all times remain an independent contractor with all respects to the CITY and shall maintain (as needed or required by 24 CFR 84.31) for itself and its employees; insurance, workman's Comp, unemployment insurance, FICA and tax filings.

23. Closeout. Habitat for Humanity's obligation to the CITY under this agreement shall not end until all payments have been made, disposition of assets made and approved, determination of custodianship of records, required reporting completed, and the project National Objective met; four housing units constructed and occupied by LMI persons.

24. Labor Standards. Habitat for Humanity agrees to comply with the federal labor standards including Davis Bacon in all construction contracts over \$2,000. Compliance activities will be coordinated through Panhandle Area Council.

25. Copy Rights. If this contract results in any copyrightable materials or inventions, The CITY reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the work or materials for governmental purposes.

26. Religious and Lobbying Activities. Habitat for Humanity certifies that no federal funds have been paid or will be paid to any person for the purpose of influencing any official, employee of any agency or Member of Congress in the connection of awarding any federally funded contract or agreement. If other funds have been or will be so used, the Habitat for Humanity certifies it has followed the proper procedures and submitted the Disclosure Form to Report Lobbying.

Habitat for Humanity certifies that no funds provide by this agreement shall be used or used by personnel employed in the activities funded under this agreement for political activities, lobbying, political patronage or nepotism.

Habitat for Humanity further agrees that funds provided under this agreement will not be used for religious activities such as worship, religious instruction or proselytizing.

27. Anti Discrimination. Habitat for Humanity shall not discriminate in the provision of its services, hiring practices or procurement on any of the following basis; Race, Color, National Origin, Family Status, Gender,, Handicapping Condition, or Religion. Habitat for Humanity agrees to comply with Idaho Code and with Title VI of the Civil Rights Act of 1964 as amended. Title VIII of the Civil Rights Act of 1968 as amended, Section 104 (b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973 and the American with Disabilities Act of 1990, The Age discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

Being in agreement and in witness thereof we set our signature to this contract.

**City of Coeur d’Alene**

*Dated:* \_\_\_\_\_ *By:* \_\_\_\_\_  
Sandi Bloem, Mayor  
City of Coeur d’Alene, Idaho

**Habitat for Humanity of North Idaho**

*Dated:* \_\_\_\_\_ *By:* \_\_\_\_\_  
Rick Shipman, Board President  
Habitat for Humanity of North Idaho

## Attachment A

### **Grant Agreement between City of Coeur d'Alene and Habitat for Humanity**

#### **Scope of services**

Habitat for Humanity of North Idaho owns a parcel of land within the Coeur d'Alene City limits, specifically Lots, 3 and 4, Block 11, Roche Park Addition, Coeur d'Alene, Idaho. They will construct four single-family dwelling units through the Habitat program on this parcel. The CDBG Grant award will provide part of the funding (grant funding in an amount not to exceed \$45,400, forty five thousand four hundred dollars) for the public infrastructure required for the project's success, such as water, sewer, electricity, storm water, conduit and roadways. Under the HUD LMI eligibility standards, families with incomes at 80% or below AMI will qualify; however, Habitat will target lower-income families with incomes of 60% -30% AMI.

The total area of the lot is approximately 16,465.68 square feet. The single-family homes will be comprised of two approximately 1,120 square foot units, and two approximately 952 square foot units.

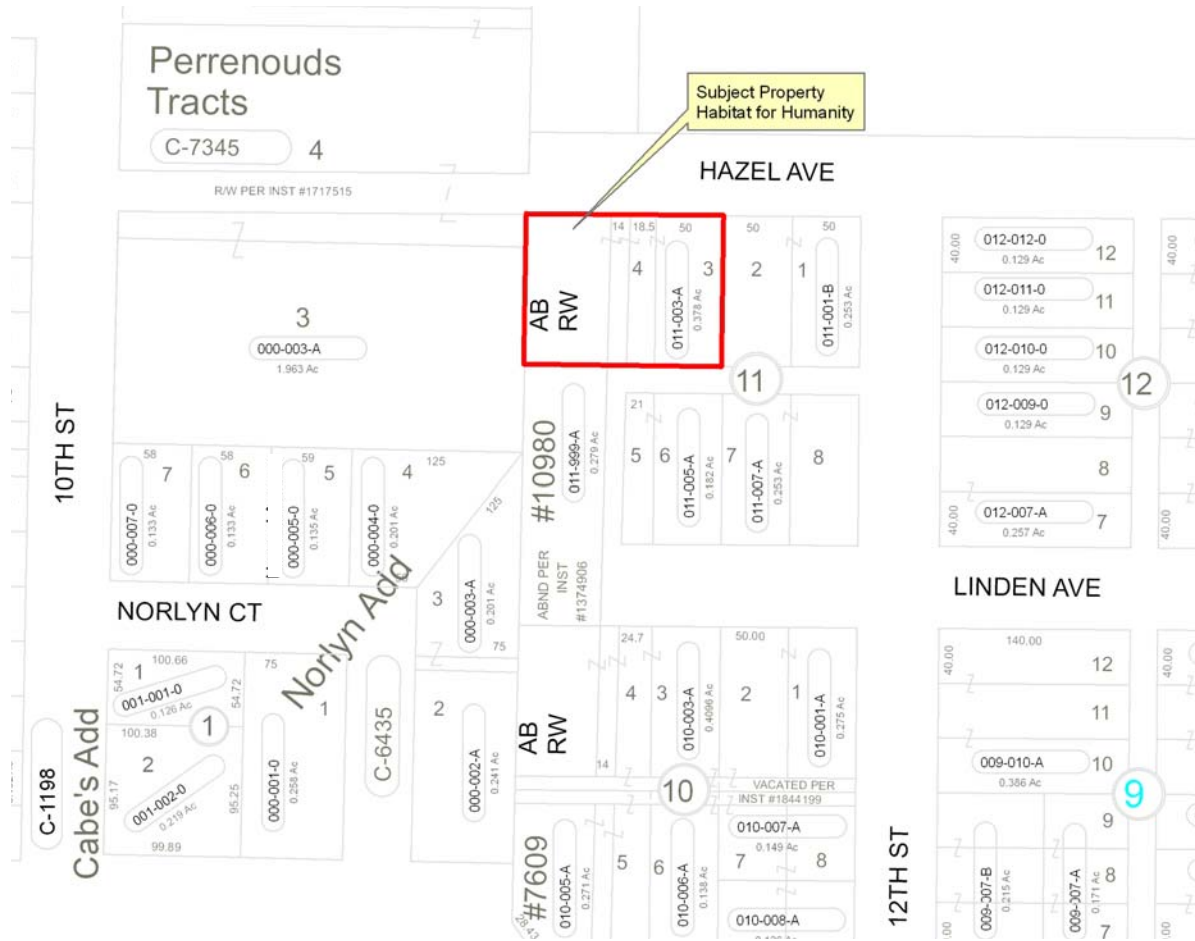
City standards and regulations shall be met, including the installation of public sewer in Hazel Avenue, curbing on both sides of the street and along the property frontage and other infrastructure required by the city in association with the building permit process. Any existing driveway, or, newly constructed driveway must meet ADA standards.

#### **Benefits:**

The program will benefit four individuals or families who have incomes within HUD's LMI requirements, which is 80% or below Area Median Income (AMI). All program participants will meet HUD's LMI eligibility standards, with the target population being at 30-60% of the area median income (AMI). The National Objective for this project is Benefit to low-to-moderate income persons, with the eligible activity of providing housing for low-to-moderate income persons.

#### **Schedule:**

The Project shall commence upon execution of the Contract between Habitat for Humanity of North Idaho and the Coeur d'Alene, City Council and shall continue until the units are occupied and the National Objective has been met. At the completion of the project, a final report is due on the number of beneficiaries served and the value of time and materials contributed to the program. Monthly reports on progress and expenditures shall be submitted to PAC.



Attachment B

**Project Budget**

Grant Agreement between City of Coeur d’Alene and Habitat for Humanity

**Line Item Budget Form – Acquisition/Construction Project**

Hazel Avenue Infrastructure Project

<b>BUDGET ITEMS</b>	<b>CDBG ENTITLEMENT REQUEST</b>	<b>OTHER SOURCES</b>	<b>IDENTIFY FUNDING SOURCE</b>	<b>TOTAL PROJECT COST</b>
<b>PERSONNEL</b>				
<b>Number of Employees &amp; Job Title</b>				
Construction Supervisor	0	14,400	Operating budget	14,400
Bookkeeper/Volunteer Coord	0	10,800	Operating budget	10,800
<b>Salaries Total</b>				
<b>Fringe Benefits</b>				
<b>PERSONNEL TOTAL</b>	<b>\$0.00</b>	<b>\$25,200</b>		<b>\$25,200</b>
<b>PROJECT COSTS</b>				
<b>Acquisition</b>	0	152,000	Loan, PSB	152,000
<b>Appraisal Costs</b>	0	2,000	Operating budget	2,000
<b>Design</b>	0	0		0
<b>Architectural/Engineering</b>	0	1,500	Operating budget	1,500
<b>Construction</b>	45,400	235,000	Operating budget	285,000
<b>Permits and Fees</b>	0	67,500	Operating budget	67,500
<b>Insurance</b>	0	4,150	Operating budget	4,150
<b>Legal Fees:</b>	0	1,250	Operating budget	1,250
<b>Financing:</b>	0	11,400	Operating budget	11,400
<b>Other (Define):</b>				
<b>Other (Define):</b>				
<b>Other (Define):</b>				
<b>Other (Define):</b>				
<b>OPERATING TOTAL</b>	<b>\$45,400.00</b>	<b>\$474,800</b>		<b>\$474,800</b>
<b>PROJECT TOTAL</b>	<b>\$45,400</b>	<b>\$500,000</b>		<b>\$545,400</b>

Attachment B – cont.

**Grant Agreement between City of Coeur d’Alene and Habitat for Humanity**

Habitat for Humanity will submit monthly, a detailed, itemized invoice to PAC for review. The invoice shall be numbered and dated, it shall state the Project, name and address to which payment shall be made, the activities completed, dates of completion, location of activities and any additional information required by the grant funding agency.

PAC will verify the information, process the request and submit the invoice to the CITY for payment.

In the event project costs exceed these grant funds, Habitat for Humanity shall be responsible for funding any and all additional costs. The CITY shall not be responsible to provide additional funds to pay any costs in excess of \$45,400.00 (forty five thousand four hundred dollars).



**GENERAL SERVICES COMMITTEE  
MEMORANDUM**

DATE: APRIL 5, 2010

FROM: RENATA MCLEOD, PROJECT COORDINATOR

RE: LIMITED ENGLISH PROFICIENCY (LEP) PLAN

---

**DECISION POINT:**

**To approve the attached Limited English Proficiency (LEP) Plan for the City of Coeur d'Alene.**

**HISTORY:** The City of Coeur d'Alene is required to meet the regulations of Title VI of the Civil Rights Act of 1964, as enforced by the Idaho Transportation Department (ITD). Title VI includes the protection against discrimination regarding national origin. As such, the Limited English Proficiency (LEP) plan will be a tool to our organization to help prevent such discrimination. The attached LEP plan was reviewed and authorized by the State on March 15, 2010.

The plan includes five steps for staff training including the distribution of the LEP plan, a description of available language services, distribution of Census "I speak cards," documentation of assistance request, and an explanation as to how to process a limited English proficiency complaint. Each department will be responsible for the requests made to their staff and seek services individually through their department budgets. Local translation services are available within the Spokane area (a comparison chart is attached). Our City Administrator, Wendy Gabriel, is the City's Title VI Compliance Officer.

According to the 2000 Census data, the City of Coeur d'Alene has a small population (.9%) who speak English less than "very well." In the event that the City is requested to provide limited English proficiency services, this plan for action would be followed. The 2010 Census will provide updated information, which will be reviewed and included in this plan.

**FINANCIAL ANALYSIS:** Local translation services are available at an hourly rate ranging from \$30.00 to \$60.00 per hour, depending upon the availability of the language requested and the type of services needed (the more technical the higher cost, e.g., legal services).

**PERFORMANCE ANALYSIS:** Approving this LEP plan will ensure compliance with Title VI, provide a specific outline for staff to follow, and help to educate the citizens and employees regarding discrimination based on national origin.

**DECISION POINT/RECOMMENDATION:**

**To approve the attached Limited English Proficiency (LEP) Plan for the City of Coeur d'Alene.**

# Limited English Proficiency Plan

City of Coeur d'Alene

February 26, 2010



**Title VI Coordinator City Administrator Wendy Gabriel**  
**710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814-3958 (208) 769-2300**

## I. INTRODUCTION

This *Limited English Proficiency Plan* has been prepared to address the City of Coeur d'Alene's responsibilities as a recipient of federal financial assistance as they relate to the needs of individuals with limited English language skills. The plan has been prepared in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq, and its implementing regulations, which state that no person shall be subjected to discrimination on the basis of race, color or national origin.

Executive Order 13166, titled *Improving Access to Services for Persons with Limited English Proficiency*, indicates that differing treatment based upon a person's inability to speak, read, write, or understand English is a type of national origin discrimination. It directs each agency to publish guidance for its respective recipients clarifying their obligation to ensure that such discrimination does not take place. This order applies to all state and local agencies that receive federal funds, including all City of Coeur d'Alene departments receiving federal grant funds.

### **Plan Summary**

The City of Coeur d'Alene has developed this *Limited English Proficiency Plan* to help identify reasonable steps for providing language assistance to persons with limited English proficiency [LEP] who wish to access services provided. As defined in Executive Order 13166, LEP persons are those who do not speak English as their primary language and have limited ability to read, speak, write, or understand English. This plan outlines how to identify a person who may need language assistance, the ways in which assistance may be provided, staff training that may be required, and how to notify LEP persons that assistance is available.

In order to prepare this plan, the City of Coeur d'Alene used the four-factor LEP analysis that considers the following factors:

1. The number or proportion of LEP persons in the service area who may be served by the City of Coeur d'Alene,
2. The frequency with which LEP persons come in contact with City of Coeur d'Alene services,
3. The nature and importance of services provided by the City of Coeur d'Alene to the LEP population, and
4. The interpretation services available to the City of Coeur d'Alene and overall cost to provide LEP assistance. A summary of the results of the four-factor analysis is in the following section.

## II. MEANINGFUL ACCESS: FOUR-FACTOR ANALYSIS

### 1. The number or proportion of LEP persons in the service area who may be served or are likely to require City of Coeur d'Alene services.

The City of Coeur d'Alene staff reviewed the 2000 U.S. Census Report for Kootenai County and determined that there were 565 persons [0.9% of the population] who speak English less than "very well." In Kootenai County, of those persons with limited English proficiency, 285 speak Spanish, and 195 speak Indo-European languages, the remaining indicated that data was suppressed from disclosure.

### 2. The frequency with which LEP persons come in contact with City of Coeur d'Alene services.

The City of Coeur d'Alene staff reviewed the frequency with which City Council, office staff, and maintenance staff have, or could have, contact with LEP persons. This includes documenting phone inquiries or office visits. To date, the City of Coeur d'Alene has had no requests for interpreters and no requests for translated program documents. The City Council, office staff, and maintenance staff have had very little contact with LEP persons.

### 3. The nature and importance of services provided by the City of Coeur d'Alene to the LEP population.

There is no large geographic concentration of any type of LEP individuals in the service area for the City of Coeur d'Alene. The overwhelming majority of the population, 96.3%, speak only English. As a result, there are few social, service, professional, and leadership organizations within the City of Coeur d'Alene service area that focus on outreach to LEP individuals. The City of Coeur d'Alene City Council and staff are most likely to encounter LEP individuals through office visits, phone conversations, notifications from maintenance staff of impacts on city services, and attendance at City Council meetings.

### 4. The resources available to the City of Coeur d'Alene, and overall costs to provide LEP assistance.

The City of Coeur d'Alene reviewed its available resources that could be used for providing LEP assistance, which of its documents would be most valuable to be translated if the need should arise, and contacted local citizens that would be willing to provide voluntary Spanish translation if needed within a reasonable time period. Other language translation, if needed, would be provided through a telephone interpreter line for which the city would pay a fee.

### III. LANGUAGE ASSISTANCE

A person who does not speak English as their primary language and who has a limited ability to read, write, speak, or understand English may be a Limited English Proficient person and may be entitled to language assistance with respect to City of Coeur d'Alene services. Language assistance can include interpretation, which means oral or spoken transfer of a message from one language into another language and/or translation, which means the written transfer of a message from one language into another language.

How the City of Coeur d'Alene staff may identify an LEP person who needs language assistance:

- Post notice of LEP Plan and the availability of interpretation or translation services free of charge in languages LEP persons would understand.
- All city staff will be provided with "I Speak" cards to assist in identifying the language interpretation needed if the occasion arises. (An example of the "I Speak" card is attached as **Exhibit "A"** to this document).
- All City of Coeur d'Alene staff will be informally surveyed periodically on their experience concerning any contacts with LEP persons during the previous year.
- When the City of Coeur d'Alene sponsors an informational meeting or event, a staff person may greet participants as they arrive. By informally engaging participants in conversation, it is possible to gauge each attendee's ability to speak and understand English. Although translation may not be able to be provided at the event, it will help identify the need for future events.

**Language Assistance Measures.** Although there is a very low percentage in the City of Coeur d'Alene of LEP individuals, that is, persons who speak English "not well" or "not at all," the city will strive to offer the following measures:

The City of Coeur d'Alene staff will take reasonable steps to provide the opportunity for meaningful access to LEP clients who have difficulty communicating English.

The following resources will be available to accommodate LEP persons:

- Volunteer interpreters for the Spanish language are available and will be provided within a reasonable time-period.
- Language interpretation will be accessed for all other languages through a telephone interpretation service.

#### **IV. STAFF TRAINING**

The following training will be provided to all staff:

- Information on the Title VI Policy and LEP responsibilities.
- Description of language assistance services offered to the public.
- Use of the “I Speak” cards.
- Documentation of language assistance requests.
- How to handle a potential Title VI/LEP complaint.

**All contractors or subcontractors performing work for the City of Coeur d’Alene will be required to follow the Title VI/LEP guidelines.**

#### **V. TRANSLATION OF DOCUMENTS**

- The City of Coeur d’Alene weighed the cost and benefits of translating documents for potential LEP groups. Considering the expense of translating the documents, the likelihood of frequent changes in documents and other relevant factors, at this time it is an unnecessary burden to have any documents translated.
- Due to the very small local LEP population, the City of Coeur d’Alene does not have a formal outreach procedure in place, as of 2010. Translation resources have been identified and are limited in this region. However, when and if the need arises for LEP outreach, the City of Coeur d’Alene will consider the following options:
  - When staff prepares a document, or schedules a meeting, for which the target audience is expected to include LEP individuals, then documents, meeting notices, flyers, and agendas will be printed in an alternative language based on the known LEP population.

#### **VI. MONITORING**

**Monitoring and Updating the LEP Plan.** The City of Coeur d’Alene will update the LEP Plan as required. At a minimum, the plan will be reviewed and updated when data from the 2010 U.S. Census is available, or when it is clear that higher concentrations of LEP individuals are present in the City of Coeur d’Alene service area. Updates will include the following:

- The number of documented LEP person contacts encountered annually.
- How the needs of LEP persons have been addressed.
- Determination of the current LEP population in the service area.

- Determination as to whether the need for translation services has changed.
- Determine whether local language assistance programs have been effective and sufficient to meet the need.
- Determine whether the City of Coeur d'Alene's financial resources are sufficient to fund language assistance resources needed.
- Determine whether the City of Coeur d'Alene fully complies with the goals of this LEP Plan.
- Determine whether complaints have been received concerning the agency's failure to meet the needs of LEP individuals.

#### **VII. DISSEMINATION OF THE CITY OF COEUR D'ALENE LEP PLAN**

- Post signs at City Hall notifying LEP persons of the LEP Plan and how to access language services.
- State on agendas and public notices in the language that LEP persons would understand that documents are available in that language upon request at City Hall.

EXHIBIT "A"

<p>2004 Census Test</p>	<p>United States Census 2010 LANGUAGE IDENTIFICATION FLASHCARD</p>
<input type="checkbox"/> وضع علامة في هذا المربع إذا كنت تقرأ أو تتحدث العربية.	<p>1. Arabic</p>
<input type="checkbox"/> Մարդու՞մ կեք՝նչու՞մ կատարեք այս քանակուսում, կի՞նք խոսու՞մ կամ՝ կարդա՞մ կեք հայերեն:	<p>2. Armenian</p>
<input type="checkbox"/> যদি আপনি বাংলা পড়েন বা বলেন তা হলে এই বাক্সে দাগ দিন।	<p>3. Bengali</p>
<input type="checkbox"/> សូមបញ្ជាក់ក្នុងប្រអប់នេះ បើអ្នកអាន ឬនិយាយភាសា ខ្មែរ ។	<p>4. Cambodian</p>
<input type="checkbox"/> Motka i kalhon ya yangin ūntūngnu' manaitai pat ūntūngnu' kumentos Chamorro.	<p>5. Chamorro</p>
<input type="checkbox"/> 如果你能读中文或讲中文，请选择此框。	<p>6. Simplified Chinese</p>
<input type="checkbox"/> 如果你能讀中文或講中文，請選擇此框。	<p>7. Traditional Chinese</p>
<input type="checkbox"/> Označite ovaj kvadratić ako čitate ili govorite hrvatski jezik.	<p>8. Croatian</p>
<input type="checkbox"/> Zaškrtněte tuto kolonku, pokud čtete a hovoříte česky.	<p>9. Czech</p>
<input type="checkbox"/> Kruis dit vakje aan als u Nederlands kunt lezen of spreken.	<p>10. Dutch</p>
<input type="checkbox"/> Mark this box if you read or speak English.	<p>11. English</p>
<input type="checkbox"/> اگر خواندن و نوشتن فارسی بلد هستید، این مربع را علامت بزنید.	<p>12. Farsi</p>

DB-3309

U.S. DEPARTMENT OF COMMERCE  
Economics and Statistics Administration  
U.S. CENSUS BUREAU



- |                          |  |                    |
|--------------------------|--|--------------------|
| <input type="checkbox"/> | Cocher ici si vous lisez ou parlez le français.                                      | 13. French         |
| <input type="checkbox"/> | Kreuzen Sie dieses Kästchen an, wenn Sie Deutsch lesen oder sprechen.                | 14. German         |
| <input type="checkbox"/> | Σημειώστε αυτό το πλαίσιο αν διαβάζετε ή μιλάτε Ελληνικά.                            | 15. Greek          |
| <input type="checkbox"/> | Make kazyé sa a si ou li oswa ou pale kreyòl ayisyen.                                | 16. Haitian Creole |
| <input type="checkbox"/> | अगर आप हिन्दी बोलते या पढ़ सकते हैं तो इस बक्स पर चिह्न लगाएँ।                       | 17. Hindi          |
| <input type="checkbox"/> | Kos lub voj no yog koj paub twm thiab hais lus Hmoob.                                | 18. Hmong          |
| <input type="checkbox"/> | Jelölje meg ezt a kockát, ha megérti vagy beszéli a magyar nyelvet.                  | 19. Hungarian      |
| <input type="checkbox"/> | Markaam daytoy nga kahon no makabasa wenno makasaoka iti Ilocano.                    | 20. Ilocano        |
| <input type="checkbox"/> | Marchi questa casella se legge o parla italiano.                                     | 21. Italian        |
| <input type="checkbox"/> | 日本語を読んだり、話せる場合はここに印を付けてください。   | 22. Japanese       |
| <input type="checkbox"/> | 한국어를 읽거나 말할 수 있으면 이 칸에 표시하십시오.   | 23. Korean         |
| <input type="checkbox"/> | ໃຫ້ທ່ານໃສ່ເຄື່ອງມື ຖ້າທ່ານອ່ານຫຼືປາກມາສາອາວ.   | 24. Laotian        |
| <input type="checkbox"/> | Prosimy o zaznaczenie tego kwadratu, jeżeli posługuje się Pan/Pani językiem polskim. | 25. Polish         |

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U.S. DEPARTMENT OF COMMERCE  
Economics and Statistics Administration  
U.S. CENSUS BUREAU

- |   |                |
|---|----------------|
| <input type="checkbox"/> Assinale este quadrado se você lê ou fala português.                           | 26. Portuguese |
| <input type="checkbox"/> Însemnați această căsuță dacă citiți sau vorbiți românește.                    | 27. Romanian   |
| <input type="checkbox"/> Пометьте этот квадратик, если вы читаете или говорите по-русски.               | 28. Russian    |
| <input type="checkbox"/> Обележите овај квадратич уколико читате или говорите српски језик.             | 29. Serbian    |
| <input type="checkbox"/> Označte tento štvorček, ak viete čítať alebo hovoriť po slovensky.             | 30. Slovak     |
| <input type="checkbox"/> Marque esta casilla si lee o habla español.                                    | 31. Spanish    |
| <input type="checkbox"/> Markahan itong kuwadrado kung kayo ay marunong magbasa o magsalita ng Tagalog. | 32. Tagalog    |
| <input type="checkbox"/> ให้ทำเครื่องหมายลงในช่องนี้ถ้าคุณสามารถพูดภาษาไทย.                             | 33. Thai       |
| <input type="checkbox"/> Maaka 'i he puha ni kapau 'oku ke lau pe lea fakatonga.                        | 34. Tongan     |
| <input type="checkbox"/> Відмітьте цю клітинку, якщо ви читаете або говорите українською мовою.         | 35. Ukrainian  |
| <input type="checkbox"/> اگر آپ اردو پڑھتے یا بولتے ہیں تو اس خانے میں نشان لگائیں۔                     | 36. Urdu       |
| <input type="checkbox"/> Xin đánh dấu vào ô này nếu quý vị biết đọc và nói được Việt Ngữ.               | 37. Vietnamese |
| <input type="checkbox"/> באצויכנט דעם קעסטל אויב איר לייענט אדער רעדט אידיש.                            | 38. Yiddish    |

DB-3309

U.S. DEPARTMENT OF COMMERCE  
Economics and Statistics Administration  
U.S. CENSUS BUREAU

# Staff Report

**Date:** 4-8-2010  
**From:** Jim Washko, Deputy Chief  
**Re:** Mobile Command Center MOU

---

## **DECISION POINT:**

To accept the MOU for use of Kootenai County's Mobile Command Center (MCC) for both Fire and Police.

## **HISTORY:**

Kootenai County Office of Emergency Management has had a mobile command center for many years that is accessible to all Fire and Police agencies within Kootenai County, for use on major disasters and events. In the past the command center was an older school bus that was converted with radio and communications gear. The county now has a new trailer with sophisticated equipment and logistical support from the County Sheriff. With this they have decided that a MOU is necessary between agencies which explains how it can be used, what are the call out procedures and how it is returned to the county after usage. The document is comprehensive and creates the proper accountability to ensure that the MCC is cared for and maintained to create a long life of service to the County.

## **FINANCIAL ANALYSIS:**

The only cost that would be incurred is if the agency using the MCC damages it or uses any of the stock items that are provided. The MOU explains that supplies will be restocked and repairs made to damaged equipment and the agency responsible will be billed accordingly.

## **PERFORMANCE ANALYSIS:**

The ability to have access to the MCC has been of great value to the city of Coeur d'Alene. We have used it every year for communications during the Ironman Event and it is accessible to not only the fire department but the police department as well. At this time we need to have the MOU accepted so that we can get the proper training and have it available for the 2010 Ironman and/or any other events within the city.

## **QUALITY OF LIFE ANALYSIS:**

Having access to the MCC is just one more tool in the emergency services tool box that can help create a controlled environment amongst chaos. It allows for a comfortable location from distracting noise, weather, creates a secure location for information sharing of a sensitive nature and provides a mobile communication center to ensure radio traffic can be heard on scene.

## **DECISION POINT/RECOMMENDATION:**

The council accepts the MOU as a usage agreement with Kootenai County for the use of their mobile Command Center (MCC). The MOU has been to legal and approved by Warren Wilson.

# Memorandum of Understanding

## Kootenai County Emergency Responders

**THIS MEMORANDUM OF UNDERSTANDING (MOU)** is hereby entered into by and between **CITY OF COEUR'DALENE** (“Entity”) and **KOOTENAI COUNTY** (“the County”).

### **THE PARTIES AGREE AS FOLLOWS:**

#### **I. PURPOSE.**

The purpose of this MOU is to provide the use of Kootenai County’s Mobile Command Center to various regional emergency response agencies.

#### **II. STATEMENT OF BACKGROUND INFORMATION.**

The County has obtained a Mobile Command Center to be used within Kootenai County. The County wishes to make this Mobile Command Center (MCC) available to County emergency response agencies that may have need of the MCC.

#### **III. STATEMENT OF MUTUAL BENEFIT AND INTEREST.**

In the event of circumstances during which Entity finds itself in need of the MCC, Entity shall contact the Kootenai County Office of Emergency Management to request the use of the MCC. Entity will explain its need for the MCC and provide to the County the time and location for the delivery of the MCC. The County may mobilize the MCC for the Entity at the place and time indicated within reason.

##### 1. ENTITY shall:

- a) Designate personnel that should successfully complete County sponsored training on the use and operation of the MCC.
- b) Take responsibility for the MCC during its use. Entity understands that it shall be responsible for any damage to the MCC while it is under Entity’s control, exceptions shall be made for reasonable wear and tear.
- c) Take responsibility for the supplies and equipment contained within the MCC. Entity shall be billed for any MCC equipment or structure that becomes damaged or lost during the time that Entity is utilizing the MCC.
- d) Provide maintenance for MCC during usage to include checking generator’s oil and coolant levels, refueling generator and propane for furnace and hot water tanks, and emptying waste water tanks as needed during incident.

# Memorandum of Understanding

## Kootenai County Emergency Responders

- e) Keep track on the forms provided by the County of any consumable supplies used by Entity. Entity understands that it will be billed for any consumable supplies it uses including, but not limited to, fuel, paper products, housing and office supplies, etc.
  - f) Supply all necessary fuel for the MCC beyond that originally delivered already in the MCC by the County. Kootenai County shall not be responsible for refueling the MCC during the incident period.
  - g) Advise Kootenai County when the use of the MCC is no longer needed and stay with the MCC until Kootenai County arrives to demobilize it.
  - h) Take delivery of the invoice mailed by Kootenai County for the use of consumable supplies, any broken or missing equipment or any damage to the MCC. Kootenai County shall mail this invoice within 30 days of the last date MCC was used by Entity. Entity shall pay this invoice within 30 days of receipt.
2. The County shall:
- a) Provide the MCC in good and working order to Entity.
  - b) Take stock of all supplies within the MCC, and provide Entity with forms to help keep track of their use of consumable supplies.
  - c) Demobilize the MCC upon Entity's request.
3. In the event of damage to the MCC through accident, acts of God, misuse etc., the County shall work with the Entity to find appropriate mechanics and technicians in order to repair said damage in order to keep the MCC running efficiently throughout the disaster/emergency.
4. Both parties understand that Kootenai County shall not make MCC available if the County or another local or regional emergency response agency is currently using the MCC.
5. In the event that a situation arises in Kootenai County during which Entity is using the MCC, Entity understands that Kootenai County may take back the MCC for its own use. In such an event, Kootenai County agrees to take into consideration the types of circumstances currently being experienced by both Kootenai County and Entity before making any decision to take over the use of the MCC.

# Memorandum of Understanding

## Kootenai County Emergency Responders

**IV. PRINCIPAL CONTACTS.** The principal contacts for this MOU are:

	<b>KOOTENAI COUNTY</b>	<b>ENTITY</b>
<b>KEY CONTACT:</b>	Sandy Von Behren, Manager	
<b>AGENCY NAME:</b>	Kootenai County Office of Emergency Management	
<b>STREET ADDRESS:</b>	5500 N. Government Way	
<b>CITY/STATE:</b>	Coeur d'Alene, ID 83815	
<b>PHONE NUMBER:</b>	208-446-1775	
<b>After Hours Number:</b>	208-446-1854	
<b>FAX NUMBER:</b>	208-446-1780	
<b>EMAIL ADDRESS:</b>	<a href="mailto:svonbehren@kcgov.us">svonbehren@kcgov.us</a>	

**V. COMMENCEMENT/EXPIRATION DATE.** This MOU shall be effective as of the date of last signature below, and shall remain in full force and effect through December 31, 2014, at which time it will expire unless extended by mutual written agreement of the parties.

**VI. EARLY TERMINATION.** Either party may terminate this MOU with thirty (30) days written notice to the other party.

**VII. MODIFICATION.** Modifications of this MOU shall be made by mutual consent of the parties by the issuance of a written addendum executed by each of the parties to this MOU. Any such modification shall be effective as of the date of last signature on the addendum.

**VIII. LIABILITY.**

1. Subject to the limits of the Idaho Tort Claims Act, Idaho Constitution or any law, rule or regulation granting immunity to the County, the County shall be solely responsible for any loss, costs, damages or injury caused to third parties or property arising from the actions of the County, or its elected officials, employees, agents, or volunteers, and shall indemnify, hold harmless and defend Entity from any claims, litigation or liability arising from such actions taken pursuant to this MOU.

# Memorandum of Understanding

## Kootenai County Emergency Responders

2. Subject to the limits of the Idaho Tort Claims Act, Idaho Constitution or any law, rule or regulation granting immunity to Entity, Entity shall be solely responsible for any loss, costs, damages or injury caused to third parties or property arising from the actions of Entity, or its officials, employees, agents, or volunteers, and shall indemnify, hold harmless and defend the County from any claims, litigation or liability arising from such actions taken pursuant to this MOU.

**IX. PARTICIPATION IN SIMILAR ACTIVITIES.** This instrument in no way restricts Entity or the County from participating in similar activities with other public or private agencies, organizations, and individuals.

The persons executing this MOU on behalf of their respective entities hereby represent and warrant that they have the right, power, and legal capacity, and appropriate authority to enter into this MOU on behalf of the entity for which they sign.

**IN WITNESS WHEREOF**, the parties hereto have executed this Memorandum of Understanding as of the last date written below.

DATED this 20<sup>th</sup> day of April, 2010.

DATED this \_\_\_ day of \_\_\_\_\_, 2010.

**ENTITY**  
**CITY OF COEUR D'ALENE**

**KOOTENAI COUNTY**  
**BOARD OF COMMISSIONERS**

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

\_\_\_\_\_  
Elmer R. Currie, Chairman

**ATTEST:**

\_\_\_\_\_  
Richard A. Piazza, Commissioner

By: \_\_\_\_\_  
Susan Weathers, City Clerk

\_\_\_\_\_  
W. Todd Tondee, Commissioner

**ATTEST:**  
**DANIEL J. ENGLISH, CLERK**

By: \_\_\_\_\_  
Deputy Clerk



**PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** April 12, 2010  
**FROM:** David E. Shults, Capital Program Manager *D.E.S.*  
**SUBJECT:** Change Order #2 for Shannon Industrial Contractors for WWTP Low Phosphorus Demonstration Pilot Facilities

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**DECISION POINT:**

The City Council is requested to approve Change Order #2, for an increased cost of \$107,771 to the City's agreement with Shannon Industrial Contractors, for a total construction contract amount of \$1,303,704.

**HISTORY:**

Shannon Industrial Contractors has nearly completed construction of the pilot facilities. Work consisted of construction of a 40 ft by 60 ft building, installation of utilities and process piping, installation of three City-prepurchased pilot process systems, and start-up of the facilities. Change Order #2 includes an assortment of changes to the plans and specifications, many of which allow Shannon to accomplish installation work that was originally the responsibility of the vendor of two of the three pilot equipment packages. The pilot vendor, GE/Zenon agrees that it was more efficient to allow Shannon to assemble their equipment components, and agrees to reduce their contract amount to transfer the work. Several other changes were made to provide equipment and materials that are necessary but were not reflected on the original plans and specifications provided by the City's consultant, HDR Engineering.

Change Order #2 includes 43 change items. 21 change items are work items originally included in GE/Zenon's work, but transferred to Shannon. 16 items are added equipment, materials, and work that were not anticipated in the original plans and specifications, but that are necessary for operation of the pilot facilities. 6 items are credits given to the City for materials and work that were found not to be necessary. The change order adds 43 additional days to the required completion days for Shannon's work. HDR's descriptions of the elements of the change order are attached. HDR and city staff reviewed the elements of the proposed change order, and believe the costs are fair and reasonable, and that the changes are necessary. Deductive change orders for the contracts with GE/Zenon and Blue Water Technologies will be presented for City Council consideration as soon as the work is completed.

**FINANCIAL ANALYSIS:**

<u>Cost Estimate for Pilot Project</u>	
Engineering, Startup and Training	\$841,932
Prepurchase of Pilot Equipment	1,447,460
Estimated deduct for Equipment	(165,000)
Contractor Installation of Equipment and Building	1,195,933
Change Order #2	107,771
Contingency 5%	<u>171,404</u>
Total	3,599,500
Previous project cost estimate	\$3,659,591

Funding The city financial plan for FY 2008-09 authorized \$1.8 million for the multi-year pilot project. The current city financial plan for FY 2009-10 authorizes \$2.2 million.

**DISCUSSION:**

The City committed to a multi-year pilot demonstration test facility for wastewater plant equipment that will be needed to achieve very low phosphorus limits that are anticipated in the latest draft EPA discharge permit. Shannon Industrial Contractors, HDR Engineering, GE/Zenon, and Blue Water Technologies are nearly complete with the construction phase, and are currently testing the demonstration equipment in advance of commissioning. Staff training is ongoing in anticipation of continuous operations in May 2010.

**DECISION POINT/RECOMMENDATION:**

The City Council is requested to approve Change Order #2, for an increased cost of \$107,771 to the City's agreement with Shannon Industrial Contractors, for a total construction contract amount of \$1,303,704.

Attachment

des1390



**CHANGE ORDER NO. 2**

**OWNER:** City of Coeur d'Alene, ID

**DATE:** April 6, 2010

**CONTRACTOR:** Shannon Industrial Contractors, Inc.

**HDR PROJECT NO.:** 00...85061

**PROJECT:** City of Coeur d'Alene Wastewater Treatment Plant  
Low Phosphorus Demonstration Pilot Facility

**CONTRACT DATE:** May 19, 2009

**CONTRACT PERIOD:** May 19, 2009 to April 6, 2010

It is agreed to modify the Contract referred to above as follows:

Provide material tax credit for CPR Nos. 001A, 002 and 007. In addition, provide all materials, labor and equipment necessary for the work outlined in CPR Nos. 013, 014, 015, 016, 017, 018, 019, 020, 021, 023, 024, 025, 026, 027, 028, 029, 030, 031, 032, 033, 034, 036, 037, 038, 039, 040, 041, 042, 044, 046, 047, 049, 050, 051, 053, 054, 055, 056, 058 and 059. The cost summary of this Contract modification is as follows:

<u>CPR</u>	<u>Description</u>	<u>Cost</u>
001A	Overhead cable (Material Tax Credit).	(\$140.00)
002	Additional clarifier/trickling filter pipe support (Mtl. Tax Credit).	(\$70.00)
007	Submersible pumps and pump basket (Material Tax Credit).	(\$146.00)
013	Seal water power	\$7,732.00
014	Overhead door power	\$4,055.00
015	GE electrical work	\$51,809.00
016	Electrical credit	(\$1,795.00)
017	GE static mixer	\$335.00
018	GE chemical piping	\$887.00
019	GE compressed air	\$4,989.00
020	GE TMF permeate piping	\$837.00
021	GE MBR permeate piping	\$1,911.00
023	Electrical feeders	\$2,042.00
024	GE aeration piping	\$2,976.00
025	GE MBR scour air	\$5,481.00
026	GE TMF scour air	\$3,057.00
027	Membrane installation	\$3,373.00
028	HVAC materials credit	(\$879.00)
029	GE mixer installation	\$1,321.00
030	GE MBR and TMF tank piping	\$5,139.00
031	GE MBR and TMF railing and ladder	\$1,833.00
032	GE insertion probes	\$1,031.00
033	Hot water electrical	\$1,838.00
034	GE Strainer valves and reducers	\$657.00
036	Screen to anaerobic 8 to 6 piping	(\$424.00)
037	MBR RAS 4 to 6 piping	\$250.00
038	TMF overflow	\$134.00
039	MBR overflow	\$428.00
040	Electrical feeder credit and GE wiring	\$603.00
041	GE wiring	\$0.00

<u>CPR</u>	<u>Description</u>	<u>Cost</u>
042	Relocate light	\$283.00
044	Equipment anchors	\$1,492.00
046	RAS Deox and DN pump and piping	\$457.00
047	MBR flow meter and flow control valve	\$242.00
049	GE pipe modifications	\$1,573.00
050	Blue Water sand	\$1,141.00
051	Blue Water valve	\$195.00
053	Reduced Pressure Backflow Preventer	\$637.00
054	ChemScan Strainer	\$563.00
055	RAS DN and RAS Deox Pump Valves	\$384.00
056	TMF Flow Meter and Flow Control Valve	\$524.00
058	RAS Flow Meter and Flow Control Valve	\$464.00
059	GE Instruments	<u>\$552.00</u>

**CHANGE ORDER NO. 2 TOTAL AMOUNT** **\$107,771.00**

**CHANGE ORDER SUMMARY**

**Contract Price:**

Contract Price prior to this Change Order	\$1,195,933.00
Net Increase/Decrease of this Change Order	<u>\$107,677.00</u>
<b>Revised Contract Price with all Approved Change Orders</b>	<b>\$1,303,704.00</b>

**Contract Time:**

	Final Completion of All Work
Contract Time Prior to this Change Order	245 Calendar Days
Net increase of this Change Order	43 Calendar Days
<b>Revised Contract Time With All Approved Change Orders</b>	<b>288 Calendar Days</b>

This Change Order, when executed by the parties to the Contract, amends the Contract and, as so amended, all terms and conditions of the Contract remain unchanged and in full force and effect. Payment and any time extension provided in this Change Order are full and complete compensation to the Contractor for the change(s) to the work, deleted work, modified work, direct or indirect impact on the Contractor's schedule, and for any equitable adjustment or time extension existing at the time of the execution of this Change Order to which the Contractor may be entitled, pursuant to the Contract between the Owner and Contractor or any other basis whatsoever. The changes included in this Change Order are to be accomplished in accordance with the terms, stipulations and conditions of the original contract as though included therein.

Accepted for Contractor By: *D.R. Nesbitt* Date: 4/6/10

Approved for HDR Engineering, Inc. By: *Paul [Signature]* Date: April 6, 2010

Approved for Owner By: \_\_\_\_\_ Date: \_\_\_\_\_

Distribution: Owner, Contractor, Office, Field, Other



April 6, 2010

Mr. Dave Shults, Capital Program Manager  
City of Coeur d'Alene Wastewater Department  
710 E. Mullan Ave.  
Coeur d'Alene, Idaho 83814

**RE: City of Coeur d'Alene Wastewater Treatment Plant  
Low Phosphorus Demonstration Pilot Facility  
Installation Contract with Shannon Industrial, Inc.  
Change Order No. 2**

Dear Mr. Shults:

Please find attached, for your review and approval, the recommended Change Order No. 2 for the above referenced project.

**Summary**

Change Order No. 2 includes multiple changes in scopes of work from the Owner-furnished equipment vendors, Zenon Environmental Corporation (GE) and Blue Water Technologies, Inc. (Blue Water), to the installation contractor, Shannon Industrial, Inc. (Shannon).

This change order consists of some scope items to be removed from the equipment procurement contracts by execution of forthcoming finalizing change orders with GE and Blue Water. The scope items removed from the equipment procurement contracts will be added to the installation contract with Shannon in this Change Order No. 2 and results in an increase of the contract amount with Shannon by \$107,771.00.

A summary of the costs associated with this change order is as follows:

	Shannon Contract	GE Contract	Blue Water Contract	Project Total
Scope of Work changes (credit)	-	(\$87,248.40)	-	(\$87,248.40)
Shannon Change Order No. 1 costs	\$22,335.00	-	-	\$22,335.00
Shannon Change Order No. 2 costs	\$107,771.00	-	-	\$107,771.00
Unanticipated cost allowance (credit)	\$0	(\$60,000.00)	(\$18,372.44)	(\$78,372.44)
Total costs (credits) by contract	\$130,106.00	(\$147,248.40)	(\$18,372.44)	(\$35,514.84)

The total change order amount for the installation contract to date is \$130,106. This results in a total installation project cost of \$1,303,704, which is 11.1 percent higher than the original bid price of \$1,173,598. By comparison, a finalizing deduct Change Order of \$147,248 is anticipated for the GE contract, pending contract completion resulting in a total GE equipment procurement cost of \$994,212, which is 12.9 percent lower than the original bid price of \$1,141,460. Also, a finalizing deduct Change Order of \$18,372 is also anticipated for the Blue Water contract, pending contract completion. This is the balance of the unused Blue Water Unanticipated Costs and will result in a total Blue Water equipment procurement cost of \$287,628, which is 6.0 percent lower than the original bid price of \$306,000.

By nature, construction of a pilot facility involves changes throughout construction. Accounting for the contract changes for all three contracts, the total equipment and installation cost is expected to be completed within the total, original bid pricing of \$2,621,058 (all three contracts).

#### **Description of Change Proposal Requests**

This Change Order incorporates the Change Proposal Requests (CPRs) attached to this letter of transmittal and as summarized below:

**CPR No. 001A - Overhead Cable (Material Tax Credit).** This Change Proposal Request is a deduct for the material tax that was incorrectly included for CPR No. 001A in Change Order No. 1. This change item is a credit to the City for \$140.00. This change item did not require a time extension to the contract duration.

**CPR No. 002 - Additional Secondary Clarifier/Trickling Filter pipe support (Material Tax Credit).** This Change Proposal Request is a deduct for the material tax that was incorrectly included for CPR No. 002 in Change Order No. 1. This change item is a credit to the City for \$70.00. This change item did not require a time extension to the contract duration.

**CPR No. 007 - Submersible Pumps and Pump Basket (Material Tax Credit).** This Change Proposal Request is a deduct for the material tax that was incorrectly included for CPR No. 007 in Change Order No. 1. This change item is a credit to the City for \$146.00. This change item did not require a time extension to the contract duration.

**CPR No. 013 - Seal Water System.** This Change Proposal Request involved providing the necessary power circuits to the seal water stations in the Secondary Control Building, Primary Sludge Building, Solids Building and Chemical Services Center. Branch conduits, conductors, breakers, pump and pressure gauge connections were provided. During the design phase, it was decided that it would be more cost effective to field direct the contractor for providing power to the seal water stations than it would be to develop the necessary plans

to convey the design intent. As such, Section 13922 – Work Activity Items D, E and H included costs for this effort. This change item was an additional cost of \$7,732.00. This change item required a three (3) calendar-day time extension to the contract duration.

**CPR No. 014 – Rollup Doors.** This Change Proposal Request involved providing the necessary conduit, conductors, breakers and disconnects to power the Low P Building overhead rollup doors. This change item was an additional cost of \$4,055.00. This change item required a three (3) calendar-day time extension to the contract duration.

**CPR No. 015 – GE Electrical Requirements, CPR No. 016 – Electrical Credit, CPR No. 040 - Electrical Feeder Credit and GE Wiring, and CPR No. 041 – GE Wiring.** These four Change Proposal Requests involved providing the necessary electrical materials (conduit, conductors, junction boxes, supports, etc.), labor and equipment for the two Zenon Environmental Corporation (GE) pilot systems. Connections were provided between the motor control center, main control panel, MBR local control panel, TMF local control panel and GE furnished primary elements and transmitters that were not skid mounted. These change items were an additional cost of \$51,809.00 for CPR No. 015, a credit of \$1,795.00 for CPR No. 016, an additional cost of \$603.00 for CPR No. 040 and no additional cost for CPR No. 041 resulting in a net additional cost of \$50,617.00. The additional cost for providing the necessary electrical materials (including 20 percent spare conductors per CPR No. 040 and the additional twelve wires between CP-01 and MP-01 as requested by GE per CPR No. 041), labor and equipment for the two pilot systems will be offset by a deduct Change Proposal Request with GE in the amount of \$50,174.40 since this work was included in GE's scope of work. The cost difference between the providing the new electrical feeder to MP-01 in lieu of electrical feeder P-17 and P-18 per the contract documents resulted in a credit of \$1,835.94. As the credit resulted from a design change by GE, it will be credited in their favor and is incorporated in the deduct CPR value listed above. The design change for powering the Anaerobic Tank mixer, Anoxic Tank mixer, RAS Deoxygenation Tank mixer, RAS Denitrification Tank mixer, and Mixing Tank mixer from the GE furnished electrical panel (versus Panel P2 as originally designed) resulted in a credit of \$1,795.00. The additional cost for providing the necessary electrical materials, labor and equipment for powering the mixers from the GE furnished panel was included in CPR No. 015. As such, this credit will be handled in GE's favor in their contract and is included in the deduct CPR value listed above. The additional cost for mounting the GE furnished panels (\$442.60, Page 1 of 27) will be covered by unanticipated costs associated with the GE contract after a deduct change order transfers the funds from the GE contract. CPR No. 015 required a thirty-seven (37) calendar-day time extension to the contract duration. Time extensions for the work associated with CPR Nos. 016, 040 and 041 were included in the time extension associated with CPR No. 015.

**CPR No. 017 – GE MBR Static Mixer.** This Change Proposal Request involved providing the necessary pipe fittings, hardware, supports, labor and equipment for installing the GE provided MBR static mixer. This change item was an additional cost of \$335.00. Part of the additional cost for this work (\$150 for materials) will be offset by a deduct Change Proposal Request to the contract with GE since this work was included in their scope of work. The remaining additional cost for this work will be covered by unanticipated costs associated with the GE contract after a deduct change order transfers the funds from the GE contract. This change item did not require a time extension to the contract duration.

**CPR No. 018 – GE Chemical Piping.** This Change Proposal Request involved providing the necessary pipe, tube, fittings, supports, labor and equipment for connecting the GE furnished citric acid and sodium hypochlorite metering pumps to the GE pilot systems. This change item was an additional cost of \$887.00. This additional cost included an allowance from Section 13922 - Work Activity N for 80 FT of chemical pipe materials. This change item did not require a time extension to the contract duration.

**CPR No. 019 – GE Compressed Air.** This Change Proposal Request involved providing pipe, tube, fittings, hangers, supports, labor and equipment for connecting the GE furnished air compressor and ancillary compressed air equipment to the GE pilot systems. This change item was an additional cost of \$4,989.00. The additional cost for this work will be covered by unanticipated costs associated with the GE contract after a deduct change order transfers the funds from the GE contract. This change item did not require a time extension to the contract duration.

**CPR No. 020 – GE TMF Permeate Piping.** This Change Proposal Request involved providing the necessary pipe, fittings, supports, labor and equipment for connecting the TMF Equipment Skid to the TMF Membrane Tank. This change item was an additional cost of \$837.00. The additional cost for this work will be offset by a deduct Change Proposal Request with GE since this work was included in their scope of work. This change item did not require a time extension to the contract duration.

**CPR No. 021 – GE MBR Permeate Piping.** This Change Proposal Request involved providing the necessary pipe, fittings, supports, labor and equipment for connecting the MBR Equipment Skid to the MBR Membrane Tank. This change item was an additional cost of \$1,911.00. The additional cost for this work will be offset by a deduct Change Proposal Request with GE since this work was included in their scope of work. This change item did not require a time extension to the contract duration.



**CPR No. 023 – Electrical Feeders.** This Change Proposal Request involved providing a larger breaker to feed Transformer T-1 and necessary electrical modifications to change the electrical feeder from the motor control center to Panel P-1. This change item is an additional cost of \$2,042.00. This change item did not require a time extension to the contract duration.

**CPR No. 024 – GE Aeration Piping.** This Change Proposal Request involved providing the necessary pipe, fittings, supports, labor and equipment for connecting the GE furnished Aeration Blower to the GE furnished MBR Aeration Tank. This change item was an additional cost of \$2,976.00. The additional cost for this work will be offset by a deduct Change Proposal Request with GE since this work was included in their scope of work. This change item did not require a time extension to the contract duration.

**CPR No. 025 – GE MBR Scour Air.** This Change Proposal Request involved providing the necessary pipe, fittings, supports, labor and equipment for connecting the GE furnished MBR Scour Air Blowers to the GE furnished MBR Membrane Tank. This change item is an additional cost of \$5,481.00. The additional cost for this work will be offset by a deduct Change Proposal Request with GE since this work was included in their scope of work. This change item did not require a time extension to the contract duration.

**CPR No. 026 – GE TMF Scour Air.** This Change Proposal Request involved providing the necessary pipe, fittings, supports, labor and equipment for connecting the GE furnished TMF Scour Air Blower to the GE furnished TMF Membrane Tank. This change item is an additional cost of \$3,057.00. The additional cost for this work will be offset by a deduct Change Proposal Request with GE since this work was included in their scope of work. This change item did not require a time extension to the contract duration.

**CPR No. 027 – Membrane Installation.** This Change Proposal Request involved providing the necessary materials, labor and equipment to install the three membrane cassettes in the MBR and TMF Membrane Tanks. This installation includes transferring crates from storage, uncrating the cassettes, discarding the crates, and removing and reinstalling the roof hatches. This change item was an additional cost of \$3,373.00. The additional cost for this work will be covered by unanticipated costs associated with the GE contract after a deduct change order transfers the funds from that contract. This change item did not require a time extension to the contract duration.

**CPR No. 028 – HVAC Materials Credit.** This Change Proposal Request involved a credit for providing alternate materials for the HVAC ductwork. This change item is a credit of \$879.00. This change item did not require a time extension to the contract duration.

**CPR No. 029 – GE Mixer Installation.** This Change Proposal Request involved providing the necessary materials, hardware, labor and equipment to install the five GE furnished tank mounted mixers. The mixers are found in the Aerobic Tank, Anoxic Tank, RAS Deoxygenation Tank, RAS Denitrification Tank, and the Mixing Tank. This change item was an additional cost of \$1,321.00. Part of the additional cost for this work (\$182 for materials and some labor for drilling a hole in one tank) will be offset by a deduct Change Proposal Request to the contract with GE since this work was included in their scope of work. The remaining additional cost for this work will be covered by unanticipated costs associated with the GE contract after a deduct change order transfers the funds from the GE contract. This change item did not require a time extension to the contract duration.

**CPR No. 030 – GE MBR and TMF Tank Piping.** This Change Proposal Request involved providing the necessary materials, supports, labor and equipment to install the GE furnished (but loose-shipped) MBR and TMF Membrane Tanks ancillary items including pipe spools, valves, float switches, vacuum ejectors, and pressure indicators. This change item was an additional cost of \$5,139.00. The additional cost for this work will be offset by a deduct Change Proposal Request with GE since this work was included in their scope of work. This change item did not require a time extension to the contract duration.

**CPR No. 031 – GE MBR and TMF Railing and Ladder.** This Change Proposal Request involved providing the necessary materials, labor and equipment to install the GE furnished, but loose-shipped, MBR and TMF Membrane Tanks ladders, handrail and grating. This change item was an additional cost of \$1,833.00. The additional cost for this work will be offset by a deduct Change Proposal Request with GE since this work was included in their scope of work. This change item did not require a time extension to the contract duration.

**CPR No. 032 – GE Insertion Probes.** This Change Proposal Request involved providing the necessary materials, supports, labor and equipment to install the GE furnished dissolved oxygen and pH probes and their retractable insertion mounts. The style of mounts provided are more operator-friendly and more easily accessible than the tank mounts specified. This change item was an additional cost of \$1,031.00. The additional cost for this work will be covered by unanticipated costs associated with the GE contract after a deduct change order transfers the funds from the GE contract. This change item did not require a time extension to the contract duration.

**CPR No. 033 – Water Heater and Refrigerator Electrical.** This Change Proposal Request involved providing the necessary materials, labor and equipment to provide power to the water heater exhaust fan and extend power to the relocated refrigerators. The refrigerators were relocated to accommodate the rearranged pilot equipment once actual dimensions were known. This change item was an additional cost of \$1,838.00. This change item did not require a time extension to the contract duration.

**CPR No. 034 – GE Strainer Valves and Reducers.** This Change Proposal Request involved providing the necessary materials, supports, labor and equipment to install isolation valves and reducers for the GE furnished TMF strainer. This change item was an additional cost of \$657.00. The additional cost for this work will be covered by unanticipated costs associated with the GE contract after a deduct change order transfers the funds from the GE contract. This change item did not require a time extension to the contract duration.

**CPR No. 036 – MBR Screen to Anaerobic Piping.** This Change Proposal Request involved a credit for decreasing the pipe size between the MBR Fine Screen and the Anaerobic Tank from 8 IN to 6 IN after completion of the hydraulic design by GE. This change item was a credit of \$424.00. This change item did not require a time extension to the contract duration.

**CPR No. 037 – MBR RAS Piping.** This Change Proposal Request involved providing the necessary materials, labor and equipment for increasing the pipe size between the MBR Membrane Tank and the RAS Deoxygenation Tank from 4 IN to 6 IN after completion of the hydraulic design by GE. This change item was an additional cost of \$250.00. The additional cost for this work will be covered by unanticipated costs associated with the GE contract after a deduct change order transfers the funds from the GE contract. This change item did not require a time extension to the contract duration.

**CPR No. 038 – TMF Overflow Piping.** This Change Proposal Request involved providing the necessary materials, labor and equipment to increase the TMF Membrane Tank overflow pipe from 6 IN to 8 IN after completion of the hydraulic design by GE. This change item was an additional cost of \$134.00. The additional cost for this work will be covered by unanticipated costs associated with the GE contract after a deduct change order transfers the funds from the GE contract. This change item did not require a time extension to the contract duration.

**CPR No. 039 – MBR Overflow.** This Change Proposal Request involved providing the necessary materials, labor and equipment to increase the MBR Membrane Tank overflow pipes from 6 IN to 8 IN after completion of the hydraulic design by GE. This change item was an additional cost of \$428.00. The additional cost for this work will be covered by unanticipated costs associated with the GE contract after a deduct change order transfers the funds from the GE contract. This change item did not require a time extension to the contract duration.

**CPR No. 042 – Relocate Light.** This Change Proposal Request involved providing the necessary materials, labor and equipment to relocate one fluorescent light due to conflict with the pilot influent pipes and air release valves. This change item was an additional cost of \$283.00. This change item did not require a time extension to the contract duration.

**CPR No. 044 – Equipment Anchors.** This Change Proposal Request involved providing the materials, labor and equipment to anchor the Owner-furnished equipment. The actual quantity of anchors required for the Owner-furnished equipment was above what could have reasonably been anticipated during the design and bid periods. As some anchors were included in the original bid, the Contractor proposed a reasonable half-and-half split for the anchoring costs. This change item was an additional cost of \$1,492.00. The additional cost for this work will be covered by unanticipated costs associated with the GE and Blue Water contracts after deduct change orders transfer the funds from those contracts. This change item did not require a time extension to the contract duration.

**CPR No. 046 – RAS Deox and DN Pump and Piping.** This Change Proposal Request involved providing the necessary materials, labor and equipment to re-pipe and move the RAS Deoxygenation Pump and the RAS Denitrification Pump due to mislabeling. This change item was an additional cost of \$457.00. The additional cost for this work will be covered by unanticipated costs associated with the GE contract after a deduct change order transfers the funds from the GE contract. This change item did not require a time extension to the contract duration.

**CPR No. 047 – MBR Flow Meter and Flow Control Valve.** This Change Proposal Request involved providing the necessary materials, labor and equipment to install the MBR influent flow meter and flow control valve. These elements replace the head tanks that were planned for use and will give more control over the influent flow pumped to the pilot system. This change item was an additional cost of \$242.00. The additional cost for this work will be covered by unanticipated costs associated with the GE contract after a deduct change order transfers the funds from the GE contract. This change item did not require a time extension to the contract duration.

**CPR No. 049 – GE Pipe Modifications.** This Change Proposal Request involved providing the necessary materials, labor and equipment to make pipe modifications to install the GE furnished MBR mixed liquor suspended solids probe insertion mount and the TMF total suspended solids probe insertion mount. The inline probes are more accessible than the tank mounted probes specified and will provided added value to the project. This change item was an additional cost of \$1,573.00. The additional cost for this work will be covered by unanticipated costs associated with the GE contract after a deduct change order transfers the funds from the GE contract. This change item did not require a time extension to the contract duration.

**CPR No. 050 – Install Blue Water Media.** This Change Proposal Request involved providing the necessary materials, labor and equipment to install the 12,500 lbs of media in to the two Blue Water furnished filters. This change item was an additional cost of \$1,141.00. The additional cost for this work will be covered by unanticipated costs

associated with the Blue Water contract after a deduct change order transfers the funds from that contract. This change item did not require a time extension to the contract duration.

**CPR No. 051 - Install Blue Water Sample Valves.** This Change Proposal Request involved providing the necessary materials, labor and equipment to install four valves on the Blue Water system for additional sample locations and clean water flushing. This change item was an additional cost of \$195.00. The additional cost for this work will be covered by unanticipated costs associated with the Blue Water contract after a deduct change order transfers the funds from the Blue Water contract. This change item did not require a time extension to the contract duration.

**CPR No. 053 - Reduced Pressure Backflow Preventer.** This Change Proposal Request involved providing the necessary materials, labor and equipment to install a 3/4 IN reduced pressure backflow preventer on the 1W service within the Low Phosphorus Building per City Standard Detail W-32 to comply with City Water Department requirements. This change item was an additional cost of \$637.00. This change item did not require a time extension to the contract duration.

**CPR No. 054 - MBR Influent Sample In-line Strainer.** This Change Proposal Request involved providing the necessary materials, labor and equipment to install an in-line strainer for the MBR influent sample line to be used by the ChemScan. Concern about suspended particle size in the primary effluent prompted the change. This change item was an additional cost of \$563.00. This change item did not require a time extension to the contract duration.

**CPR No. 055 - MBR RAS DN and RAS Deox Pump Discharge Isolation Valves.** This Change Proposal Request involved providing the necessary materials, labor and equipment to install two isolation valves on the discharge of the MBR RAS DN and RAS Deoxygenation Pumps. This change item was an additional cost of \$384.00. The additional cost for this work will be covered by a credit CPR associated with the GE contract for allowing the pumps to not be skid mounted. This change item did not require a time extension to the contract duration.

**CPR No. 056 - TMF Flow Meter and Flow Control Valve.** This Change Proposal Request involved providing the necessary materials, labor and equipment to install the TMF influent flow meter and flow control valve. These elements replace the head tanks that were planned for use and will give more control over influent flow pumped to the pilot system. This change item was an additional cost of \$524.00. The additional cost for this work will be covered by unanticipated costs associated with the GE contract after a deduct change order transfers the funds from the GE contract. This change item did not require a time extension to the contract duration.

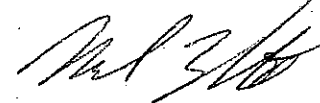
**CPR No. 058 – RAS Flow Meter and Flow Control Valve.** This Change Proposal Request involved providing the necessary materials, labor and equipment to increase the RAS flow meter flow and control valve connecting piping from 1-1/2 IN to 4 IN to allow for the TMF pilot system to meet the specified recovery rate. This change item was an additional cost of \$464.00. The additional cost for this work will be covered by unanticipated costs associated with the GE contract after a deduct change order transfers the funds from the GE contract. This change item did not require a time extension to the contract duration.

**CPR No. 059 – GE Instruments.** This Change Proposal Request involved providing the necessary materials, labor and equipment to install two pressure gauges on the discharge of the MBR RAS DN and RAS Deox Pumps, and installing the TMF static mixer. This change item was an additional cost of \$552.00. The additional cost for installing the pressure gauges (\$269.00) will be covered by a credit CPR associated with the GE contract for allowing the pumps to not be skid mounted. Part of the additional cost for installing the static mixer (\$100.00 for materials) will be offset by a deduct Change Proposal Request to the contract with GE since this work was included in their scope of work. The remaining additional cost for this work (\$183.00 for labor and equipment) will be covered by unanticipated costs associated with the GE contract after a deduct change order transfers the funds from the GE contract. This change item did not require a time extension to the contract duration.

Please contact me if you require additional explanation or information (208-387-7089).

Sincerely,

HDR ENGINEERING, INC.



Mike Zeltner, P.E.  
Project Engineer

- c. Dan Harmon, HDR Engineering, Inc.  
David Keil, HDR Engineering, Inc.  
Andy Hander, Shannon Industrial Contractors, Inc.

Enclosures.

Change Order No. 2  
Change Proposal Request No. 013  
Change Proposal Request No. 014  
Change Proposal Request No. 015  
Change Proposal Request No. 016  
Change Proposal Request No. 017  
Change Proposal Request No. 018  
Change Proposal Request No. 019  
Change Proposal Request No. 020  
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Change Proposal Request No. 032  
Change Proposal Request No. 033

Change Proposal Request No. 034  
Change Proposal Request No. 036  
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Change Proposal Request No. 053  
Change Proposal Request No. 054  
Change Proposal Request No. 055  
Change Proposal Request No. 056  
Change Proposal Request No. 058  
Change Proposal Request No. 059

**PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** April 12, 2010  
**FROM:** David E. Shults, Capital Program Manager *D.E.S.*  
**SUBJECT:** Change Order #1 for CMEC, Inc. for WWTP Digester #4 and Clarifier #1 Coating Refurbishment

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**DECISION POINT:**

The City Council is requested to approve finalizing Change Order #1, for a decreased cost of \$38,978 to the City's agreement with CMEC, Inc., for a total final construction contract amount of \$534,612.

**HISTORY:**

CMEC was awarded the contract for coating refurbishment in December 2009. Secondary clarifier #1 was constructed in 1984 and digester #4 was constructed in 1994, and due to the corrosive environment, coatings were failing and the steel structural components were deteriorating. The work was accomplished over the winter months when the wastewater flow to the plant was at the lowest amount to allow the structures to be out of service.

During the refurbishment work, several changes to the plans and specifications were made by project consultant, HDR Engineering to resolve unanticipated conditions. Change Order #1 includes additional work costing \$47,862, which is less than the \$86,841 amount included in CMEC's bid for unanticipated work. The change order adds 4 additional days to the required completion days for CMEC's work. The change order work included ten items. Three involved additional work associated with dismantling and replacing structural components. Three involved additional sandblasting preparation of surfaces. Three involved additional caulking. And one was for additional expense for temporary electrical service. HDR's descriptions of the elements of the change order are attached. Now that the work is completed, this finalizing change order deducts the unused portion of the contractor's bid item for unanticipated work from the original construction contract amount.

**FINANCIAL ANALYSIS:**

Coating Refurbishment on Sec. Clarifier #1 and Digester #4

City Admin Expenses	100
Engineering	\$80,000
Special Inspection	1,670
Contractor Cost, including deduct for Change Order #1	<u>534,612</u>
Total	\$616,382
 Previous project cost estimate	 \$696,771

**Funding:** The current year FY 2009/10 budget includes \$685,000 for this project.



**DISCUSSION:**

Digester #4 and Secondary Clarifier #1 are critical components of the treatment process, and received timely replacement of their protective coatings. During this refurbishment project, CMEC encountered several unanticipated problems that were unknown before construction began. HDR Engineering recommended solutions, negotiated change orders, and CMEC performed the additional work. Refurbishment was accomplished without violation of the plant's discharge permit.

**DECISION POINT/RECOMMENDATION:**

The City Council is requested to approve finalizing Change Order #1, for a decreased cost of \$38,978 to the City's agreement with CMEC, Inc., for a total final construction contract amount of \$534,612.

Attachment

des1391



**CHANGE ORDER NO. 1**

**OWNER:** City of Coeur d'Alene, ID

**DATE:** April 7, 2010

**CONTRACTOR:** CMEC, Inc.

**HDR PROJECT NO.:** 74365

**PROJECT:** Digester No. 4 and Secondary Clarifier No. 1 Coatings  
City of Coeur d'Alene Wastewater Treatment Plant

**CONTRACT DATE:** December 1, 2009

**CONTRACT PERIOD:** December 10, 2009 to April 7, 2010

It is agreed to modify the Contract referred to above as follows:

Deduct the unauthorized portion of Bid Item No. 4 - Allowance for Unanticipated Costs (\$38,978.67) from the Contract Price resulting in a decrease from \$573,591.00 to \$534,612.33.

Increase the Contract Time by four (4) calendars days from eighty (80) to eighty-four (84).

This Change Order, when executed by the parties to the Contract, amends the Contract and, as so amended, all terms and conditions of the Contract remain unchanged and in full force and effect. Payment and any time extension provided in this Change Order are full and complete compensation to the Contractor for the change(s) to the work, deleted work, modified work, direct or indirect impact on the Contractor's schedule, and for any equitable adjustment or time extension existing at the time of the execution of this Change Order to which the Contractor may be entitled, pursuant to the Contract between the Owner and Contractor or any other basis whatsoever. The changes included in this Change Order are to be accomplished in accordance with the terms, stipulations and conditions of the original contract as though included therein.

Accepted for Contractor By: \_\_\_\_\_

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

Approved for HDR Engineering, Inc. By: *[Signature]* \_\_\_\_\_

Date: 4/7/10 \_\_\_\_\_

Approved for Owner By: \_\_\_\_\_

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

Attest: \_\_\_\_\_

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

Distribution: Owner, Contractor, Office, Field, Other:

April 7, 2010

Mr. David Shults, Capital Program Manager  
City of Coeur d'Alene Wastewater Department  
710 E. Mullan Ave.  
Coeur d'Alene, Idaho 83814

**RE: City of Coeur d'Alene Wastewater Department  
Digester No. 4 and Secondary Clarifier No. 1 Coatings  
Change Order No. 1**

Dear Mr. Shults:

Please find attached, for your review and approval, the recommended Change Order No. 1 for the above referenced project. This Change Order includes a Contract Price deduct of \$38,978.67 and a Contract Time extension of four (4) calendar days to incorporate the additional work items that were completed under Bid Item No. 4 - Allowance for Unanticipated Costs, Section 13922.

The following work was performed under Bid Item No. 4:

- **Change Proposal Request No. 001:** This Change Proposal Request involved providing the necessary materials, labor and equipment to remove corroded sweeps on the clarifier mechanism so coatings could be applied. This change item was an additional cost of \$500.00. This change item did not require a time extension to the contract duration.
- **Change Proposal Request No. 002:** This Change Proposal Request has not been executed, but would have involved a providing a coatings strip along the clarifier launder. This additional work was not authorized due to the price outweighing the added value to the project.
- **Change Proposal Request No. 003:** This Change Proposal Request involved providing the necessary materials, labor and equipment to prepare the effluent launder for coating work a second time after a pipe plug failed and secondary influent contaminated the effluent launder prior to coatings application. . The pipe plug failure was not found to be the responsibility of the Contractor. This change item was an additional cost of \$7,632.62. This change item did not require a time extension to the contract duration.
- **Change Proposal Request No. 004:** This Change Proposal Request involved providing the necessary materials, labor and equipment to apply additional polysulfide caulking to those areas in the clarifier that were initially unable to be completely coated, such as small gaps at metal to metal surfaces. Although some

caulking was included in the original scope of work, the scope of the additional caulking required for these areas were not able to be identified until the clarifier was removed from service and drained. This change item was an additional cost of \$6,618.82. This change item required a four (4) calendar day time extension to the contract duration.

- **Change Proposal Request No. 005:** This Change Proposal Request involved providing the necessary materials, labor and equipment to grind down the digester cover to bare steel for an accurate bubble test on the existing welded joints. This change item was an additional cost of \$1,656.05. This change item did not require a time extension to the contract duration.
- **Change Proposal Request No. 006:** This Change Proposal Request involved providing the necessary materials, labor and equipment to modify existing electrical panels to allow for temporary power usage during the project. This change item was an additional cost of \$2,284.68. This change item did not require a time extension to the contract duration.
- **Change Proposal Request No. 007:** This Change Proposal Request involved providing the necessary materials, labor and equipment to refurbish the Digester No. 4 interior wall coatings after the digester interior had become available for inspection. This additional work included the following: remove the existing and failing interior wall coating by abrasive blasting; preparation for and application of a new coating system immediately below the steel cover; and application of polysulfide caulking instead of the Combiflex system. This change item was an additional cost of \$17,816.44. This change item did not require a time extension to the contract duration.
- **Change Proposal Request No. 008:** This Change Proposal Request involved providing the necessary materials, labor and equipment to remove and replace the existing and failing sealant in the vertical construction joints after the digester interior had become available for inspection. This change item was an additional cost of \$7,098.80. This change item did not require a time extension to the contract duration.
- **Change Proposal Request No. 009:** This Change Proposal Request involved providing the necessary materials, labor and equipment to replace 190 existing weir plate bolts inside Secondary Clarifier No. 1. This change item was an additional cost of \$1,094.68. This change item did not require a time extension to the contract duration.
- **Change Proposal Request No. 010:** This Change Proposal Request involved providing the necessary materials, labor and equipment to replace the Secondary Clarifier No. 1 catwalk grating clips and bolts. This change item was an additional cost of \$1,003.80. This change item did not require a time extension to the contract duration.

- **Change Proposal Request No. 011:** This Change Proposal Request involved providing the necessary materials, labor and equipment to repair the post holes on Secondary Clarifier No.1. This additional work included removing the existing handrail post remnants and grout material from the post holes and installing new grout in the post holes. This change item was an additional cost of \$2,156.44. This change item did not require a time extension to the contract duration.

The bid price for this Bid Item No. 4 was \$86,841.00. The total of all unanticipated costs for this project was \$ \$47,862.33. This is \$ \$38,978.67 less than the bid price resulting in a change to the total contract price from \$573,591.00 to \$534,612.33. The total of the time extensions required for the additional work was four (4) calendar days. This results in a change to the Contract Time from eighty (80) calendar days to eighty-four (84) calendar days. The final completion date also changed from February 27, 2010 to March 3, 2010.

HDR Engineering, Inc. recommends City approval and execution of Change Order No. 1 with CMEC, Inc. Please let us know if you require any additional information.

Sincerely,

HDR ENGINEERING, INC.



Mike Zeltner, PE  
Project Engineer

cc. David Keil, HDR Engineering, Inc., Boise  
Bill Welch, CMEC, Inc.

Enclosures.

Change Order No. 1  
Change Proposal Request No. 001  
Change Proposal Request No. 003  
Change Proposal Request No. 004  
Change Proposal Request No. 005  
Change Proposal Request No. 006

Change Proposal Request No. 007  
Change Proposal Request No. 008  
Change Proposal Request No. 009  
Change Proposal Request No. 010  
Change Proposal Request No. 011

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

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

(Office Use Only) Amt Pd 250.00  
Rec No 491572  
Date 04/13/2010  
Date to City Council: 4/30/2010  
Reg No. \_\_\_\_\_  
License No. \_\_\_\_\_  
Rv \_\_\_\_\_

Date that you would like to begin alcohol service 04 May 10  
**Check the ONE box that applies:**

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

*(formerly Papinos & Anthony's)*

Business Name	<u>G-Star Corporation dba The Garnet Cafe</u>
Business Mailing Address	<u>315 Walnut Ave</u>
City, State, Zip	<u>Coeur d'Alene, ID 83814</u>
Business Physical Address	<u>315 Walnut Ave</u>
City, State, Zip	<u>Coeur d'Alene, ID 83814</u>
Business Contact	Business Telephone: <u>2082775655</u> Fax: <u>2086642738</u>
License Applicant	<u>The Garnet Cafe</u>
if <u>Corporation</u> , partnership, LLC etc. List all members/officers	<u>Viljo Basso - president</u> <u>Autumn Basso - vice president</u>

DATE: April 14, 2010  
TO: MAYOR AND CITY COUNCIL  
FROM: PLANNING DEPARTMENT  
RE: SETTING OF PUBLIC HEARING DATE: June 15, 2010

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Mayor Bloem,

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

<u>ITEM NO.</u>	<u>REQUEST</u>	<u>COMMISSION ACTION</u>	<u>COMMENT</u>
ZC-1-10	Zone change from R-17 to C-17 Applicant: North Idaho College Location: 909 W. Garden Avenue & 927 W. River Avenue	Recommended Approval	Quasi-Judicial

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **June 15, 2010.**

JS:ss

# ANNOUNCEMENTS



OTHER COMMITTEE MINUTES  
(Requiring Council Action)

**April 12, 2010**  
**PUBLIC WORKS COMMITTEE**  
**MINUTES**

**COMMITTEE MEMBERS PRESENT**

Council Member Al Hassell  
Council Member Deanna Goodlander  
Council Member Woody McEvers

**STAFF PRESENT**

Dave Shults, Capital Program Manager  
Amy Ferguson, Executive Assistant  
Jon Ingalls, Deputy City Administrator  
Mike Gridley, City Attorney

**Item 1            WWTP Low Phosphorus Pilot Facilities Construction Change Order #2**  
**Consent Calendar**

Dave Shults, Capital Program Manager, presented a request for approval of Change Order #2, for an increased cost of \$107,771 to the City's agreement with Shannon Industrial Contractors, for a total construction contract amount of \$1,303,704. Mr. Shults mentioned that Shannon Industrial Contractors has nearly completed construction of the pilot facilities. Change Order #2 includes an assortment of changes to the plans and specifications, many of which allow Shannon to accomplish installation work that was originally the responsibility of the vendor of two of the three pilot equipment packages. The pilot/vendor, GE/Zenon agrees that it was more efficient to allow Shannon to assemble their equipment component, and agrees to reduce their contract amount to transfer the work. Deductive change orders for the contracts with GE/Zenon and Blue Water Technologies will be presented for City Council consideration as soon as the work is completed.

Several other changes were made to provide equipment and materials that are necessary but were not reflected on the original plans and specifications provided by the City's consultant, HDR Engineering. HDR and city staff reviewed the elements of the proposed change order, and believe the costs are fair and reasonable.

Mr. Shults noted that the contractor's bid and the bids from the pilot equipment suppliers each include a bid item for unanticipated work that is used for such change order work. This competitive bid process helps to establish least-cost unit prices for contractor services for change order work. Mr. Shults said that he does not believe the equipment suppliers will have any unanticipated work associated with their direct contracts with the City, and their total price will be reduced by the amount their bids included for unanticipated work. As a result, the project should cost less than originally anticipated. He encouraged the council to take a tour of the new facilities when they can. City staff is currently receiving training for operation and maintenance of the many elements of the three different pilot processes. The start-up and commissioning process is expected to be complete and ready for routine operation approximately May 1<sup>st</sup>.

Councilman McEvers asked about the cost for the overhead doors. Mr. Shults said that the cost is for the "powering" of the door and that the doors are construction grade. He further commented that this has been a very tough project but good working relations have been maintained between the engineers, contractors, and vendors.

Councilman McEvers also asked about the additional days added to the contract by this change order. Mr. Shults said that he believes that the budget for HDR's engineering services will accommodate the additional time spent for completing the project. He also said that the longer period for project

**MOTION by Goodlander, seconded by McEvers, to recommend Council approval of Resolution No. 10-\_\_\_ approving Change Order #2, for an increased cost of \$107,771 to the City's agreement with Shannon Industrial Contractors, for a total construction contract amount of \$1,303,704. Motion carried.**

**Item 2            WWTP Coating Refurbishment for Digester #4 and Clarifier #1, Change Order #1**  
**Consent Calendar**

Dave Shults, Capital Program Manager, presented a request for approval of Change Order #1, for a decreased cost of \$38,978 to the City's agreement with CMEC, Inc., for a total final construction contract amount of \$534,612. Mr. Shults mentioned that MCEC was awarded the contract for coating refurbishment in December 2009. The work was accomplished over the winter months when the wastewater flow to the plant was at the lowest amount to allow the structures to be out of service. During the refurbishment work, several changes to the plans and specifications were made by project consultant, HDR Engineering to resolve unanticipated conditions. Change Order #1 includes additional work costing \$47,862, which is less than the \$86,841 amount included in CMEC's bid for unanticipated work. The change order deducts the unused portion of the contractor's bid item for unanticipated work from the original construction contract amount. Mr. Shults noted that the project was completed on time and for a cost less than originally anticipated.

**MOTION by McEvers, seconded by Goodlander, to recommend Council approval of Resolution No. 10- approving Change Order #1, for a decreased cost of \$38,978 to the City's agreement with CMEC, Inc., for a total final construction contract amount of \$534,612. Motion carried.**

**Item 3            KYRO Ice Arena Request to De-Annex Property from City Boundaries**  
**Agenda**

Jon Ingalls, Deputy City Administrator, presented a request on behalf of Warren Wilson, Deputy City Attorney, for de-annexation of an approximately ½ acre parcel where the KYRO ice arena will be sited from city boundaries. Mr. Wilson stated in his staff report that on June 20, 2006 the City Council approved the annexation of the subject property along with a larger adjacent parcel that sits between the I-90 Freeway and Seltice Way. At the time of annexation, the annexation map provided by the owner was incorrect and included the subject parcel, which had been transferred by the owner to KYRO without the City's notice. KYRO is in the process of designing and permitting their new ice area. While most of the structure is in the county, the site design calls for a corner of the building and a large portion of a parking area to be within the city boundaries. Having a project and building bisected by a jurisdictional boundary creates both permitting and ongoing operational difficulties because two different sets of ordinances apply to different portions of the project. Given that, KYRO has asked the City to de-annex the subject property so that they can construct their facility in the county. The proposed de-annexation will have a limited financial impact on the City in that it is a small, undeveloped piece of property and KYRO is a non-profit.

Councilman Hassell indicated that he has a problem giving KYRO money from the LCDC if they are de-annexed outside of the city. Councilman McEvers asked about sewer and water and Mr. Ingalls said that they currently have a water right to city water, but they will sewer in the ground with the county.

Mr. Ingalls said that KYRO is anxious to get started on this project and time is of the essence.

**MOTION by McEvers, seconded by Goodlander, to recommend that Council authorize staff to proceed with the de-annexation process to remove the approximately ½ acre parcel where KYRO Ice Arena will be sited from City Boundaries. Motion carried with Councilman Hassell voting No.**

The meeting adjourned at 4:35 p.m.

Respectfully submitted,

Amy C. Ferguson  
Public Works Committee Liaison

**PUBLIC WORKS COMMITTEE  
STAFF REPORT**

DATE: April 12, 2010

FROM: Warren Wilson, Deputy City Attorney

SUBJECT: KYRO Ice Arena Request to De-Annex Property from City Boundaries.

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**DECISION POINT:**

Provide a recommendation to the full council regarding whether to de-annex an approximate ½ acre parcel where the KYRO ice arena will be sited from city boundaries.

**HISTORY:**

On June 20, 2006, the City Council approved the annexation of the subject property along with a larger adjacent parcel that sits between the I-90 Freeway and Seltice Way. At the time of annexation, the annexation map provided by the owner was incorrect and included the subject parcel, which had been transferred by the owner to KYRO without the City's notice. KYRO is in the process of designing and permitting their new ice arena. While most of the structure is on land that is in the county, the site design calls for a corner of the building and a large portion of a parking area to be within the city boundaries. Having a project and building bisected by a jurisdictional boundary creates both permitting and ongoing operational difficulties because two different sets of ordinances apply to different portions of the project. Given that, KYRO has asked the City to de-annex the subject property so that they can construct their facility in the county.

**FINANCIAL ANALYSIS:**

The proposed de-annexation will have a limited financial impact on the City. Idaho Code section 50-225 allows a city to exclude territory from its city limits provided that the excluded property is not relieved of its obligation for any outstanding indebtedness such as bonds, improvement districts etc. Further, the applicant will be responsible to generate a new boundary map and legal description and will need to pay annexation fees at the time the property is re-annexed. However, the city could potentially see a nominal decrease in property tax revenue from the property.

**PERFORMANCE/QUALITY OF LIFE ANALYSIS:**

Given the size and location of the property, de-annexing the property should not alter the quality of life for residents or negatively impact the ability of the city to provide services to surrounding properties. De-annexation will allow KYRO to begin construction of their facility in a timely manner.

**DECISION POINT/RECOMMENDATION:**

Recommend to the full City Council that the KYRO site be excluded from the city limits.

# SCOTT L. POORMAN, PC

*A Professional Legal Service Corporation*

Post Office Box 2871 ♦ 8884 N. Government Way, Suite E ♦ Hayden, Idaho 83835

Scott L. Poorman, Attorney

Patricia Snyder, Legal Assistant

March 18, 2010

Honorable Sandi Bloem, Mayor  
City of Coeur d'Alene  
710 E. Mullan Avenue  
Coeur d'Alene, Idaho 83814

**Re: Deannexation request**

Dear Mayor Bloem and Council members:

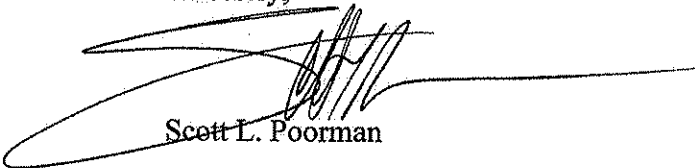
I represent Kootenai Youth Recreation Organization, Inc., (KYRO), an Idaho nonprofit corporation organized under Section 501(c)(3) of the Internal Revenue Code to provide recreational opportunities to the youth of Kootenai County. In December of 2008, the KYRO ice rink facilities on Seltice Way were damaged by heavy snows. KYRO is currently in the process of building a new ice arena in the same location.

The enclosed parcel map shows parcel #22506 where the new arena will be constructed. As you can see, the western portion of parcel #22506 is located within the city limits of Coeur d'Alene. This portion of the KYRO property was inadvertently annexed in 2007 under City Ordinance #3295. Also enclosed is a site plan showing the proposed location of the new ice arena on parcel 22506. In order to satisfy County setbacks and design standards, a small corner of the arena building will extend into that portion of the parcel that is located within the city limits. This unavoidable "overlap" creates jurisdictional issues that are delaying the progress of the project.

Fortunately, Idaho Code §50-225 grants authority for cities to alter boundaries and to exclude territory from the city limits. Therefore, in order to correct the inadvertent annexation of that portion of parcel #22506, and to facilitate the construction of the new KYRO ice arena, please accept this letter as a formal request to deannex and exclude the westerly portion of the KYRO parcel from the city limits of Coeur d'Alene. I believe this de-annexation can be accomplished through a simple amendment of City Ordinance #3295.

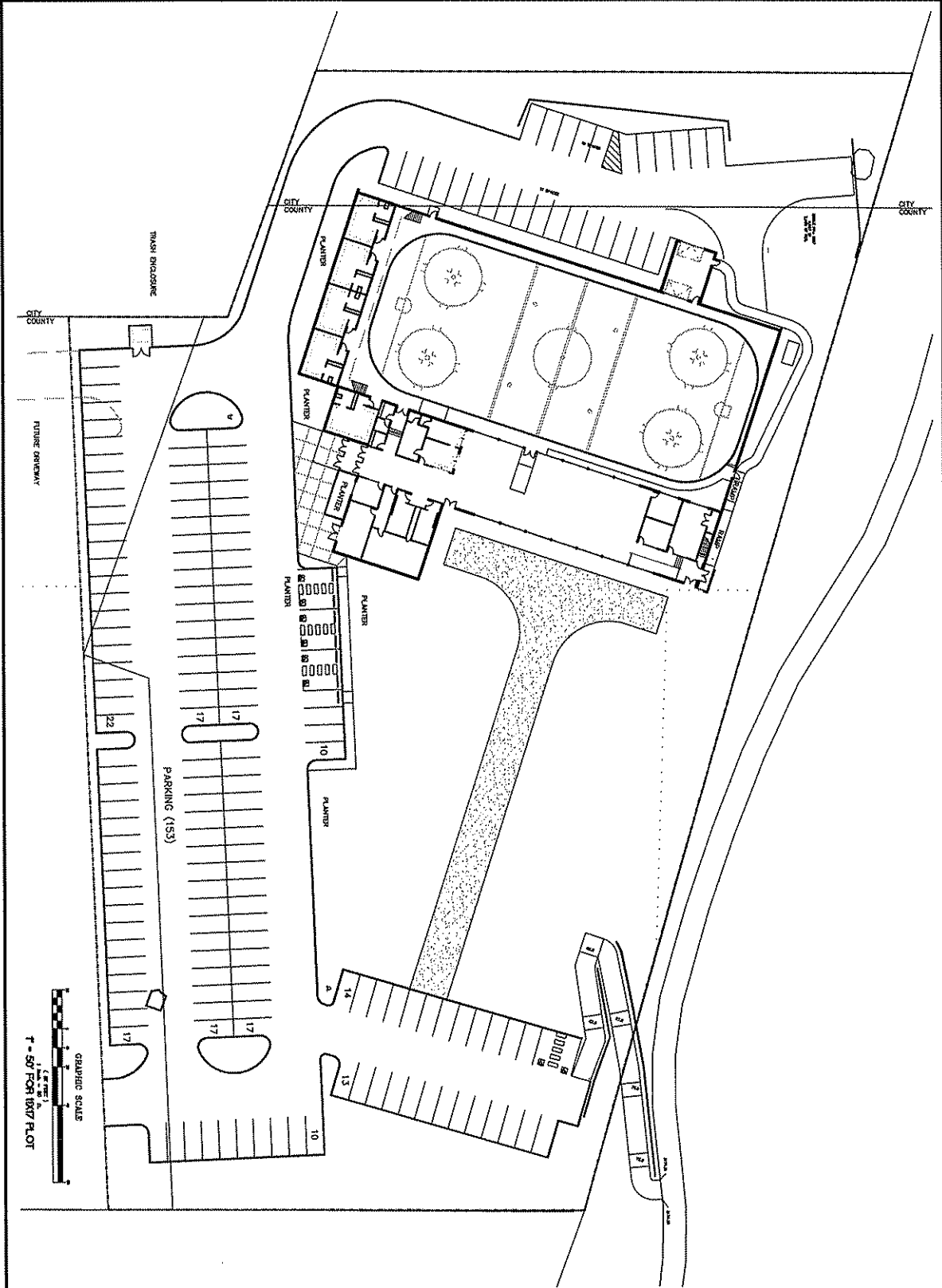
Thank you for your earliest possible consideration of this matter. The 1,500+ members of the KYRO family are anxious to get started with the construction of their new arena. Please contact me if you require any additional information concerning this request.

Sincerely,



Scott L. Poorman

Enc.  
Cc: client



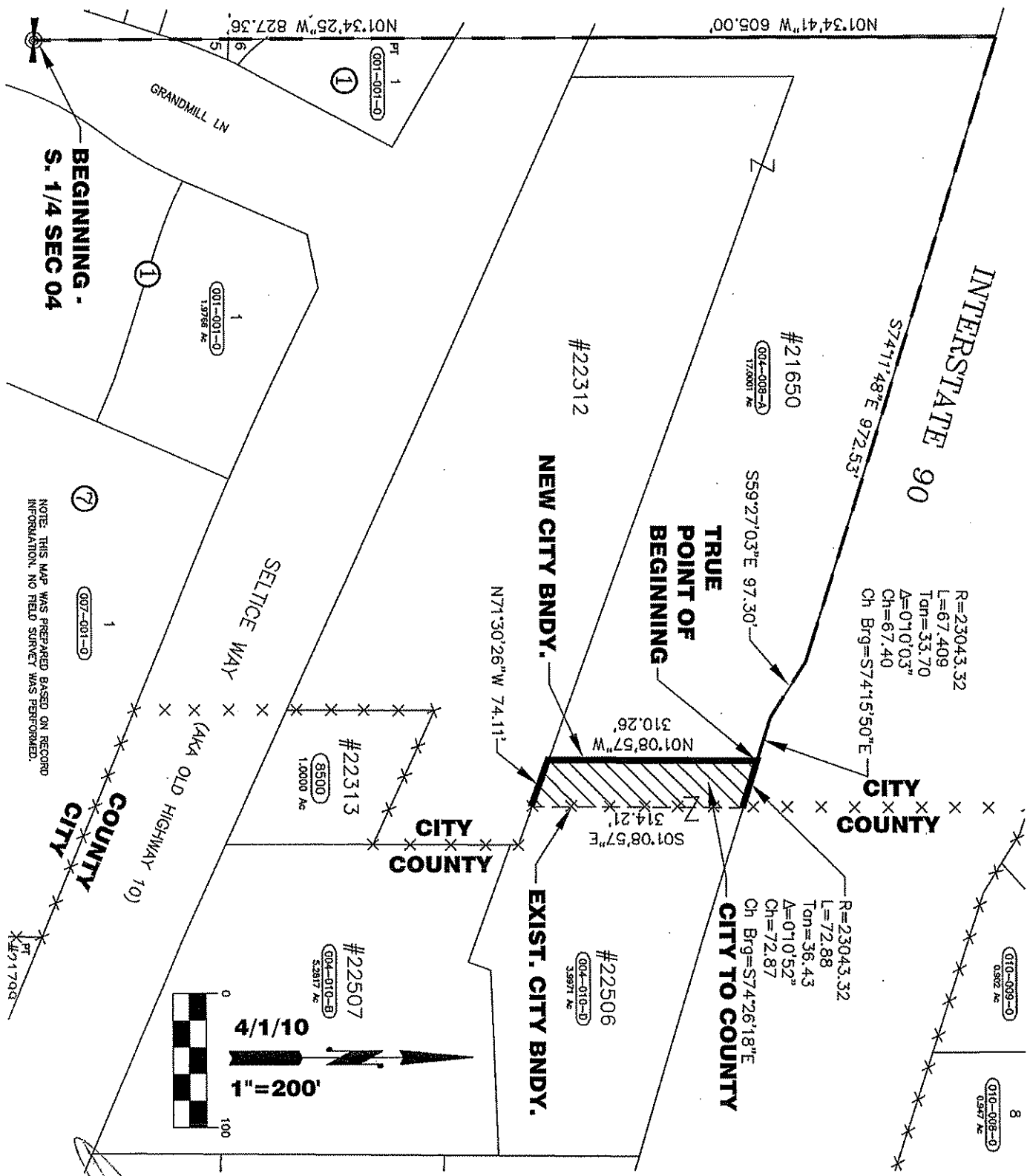
3 OF 7  
 SHEET  
 DATE: 08/11/10  
 DRAWN BY: JAW  
 CHECKED BY: JAW  
 SCALE: AS SHOWN  
 1" = 50' FOR THIS PLOT

**SITE IMPROVEMENT OVERVIEW**  
**KYRO COMMUNITY ARENA**  
**KOOTENAI COUNTY, IDAHO**

**NORTH ENGINEERING, PLLC**  
 PROFESSIONAL ENGINEERING SERVICES  
 3005 W. GRAY BANK CT.  
 SUITE C  
 POST FALLS, IDAHO 83454  
 PH: (208) 773-6300 FAX: (208) 773-6300

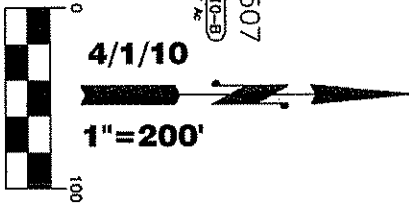


NO.	DATE	DESCRIPTION	BY



**BEGINNING -  
S. 1/4 SEC 04**

NOTE: THIS MAP WAS PREPARED BASED ON RECORDED INFORMATION. NO FIELD SURVEY WAS PERFORMED.



**EXHIBIT** \_\_\_\_\_  
**ORDINANCE NO.** \_\_\_\_\_



# PUBLIC HEARINGS

**CITY COUNCIL  
STAFF REPORT**

FROM: JOHN J. STAMOS, SENIOR PLANNER  
DATE: APRIL 20, 2010  
SUBJECT: ZC-3-10 - ZONE CHANGE FROM R-12 TO R-17  
LOCATION: +/- 2.17 ACRE PARCEL AT 3400 AND 3514 FRUITLAND LANE

**DECISION POINT:**

Steve Widmyer is requesting approval of a Zone Change from R-12 (Residential at 12 units/acre) to R-17 (Residential at 17 units/acre).

**SITE PHOTOS:**

- A. Aerial photo



B. Existing house on subject property.

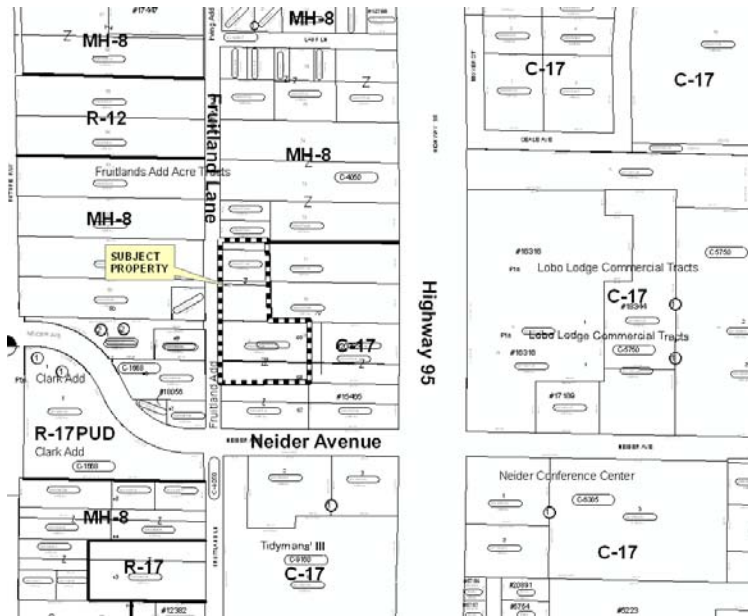


C. Existing mobile home park on subject property

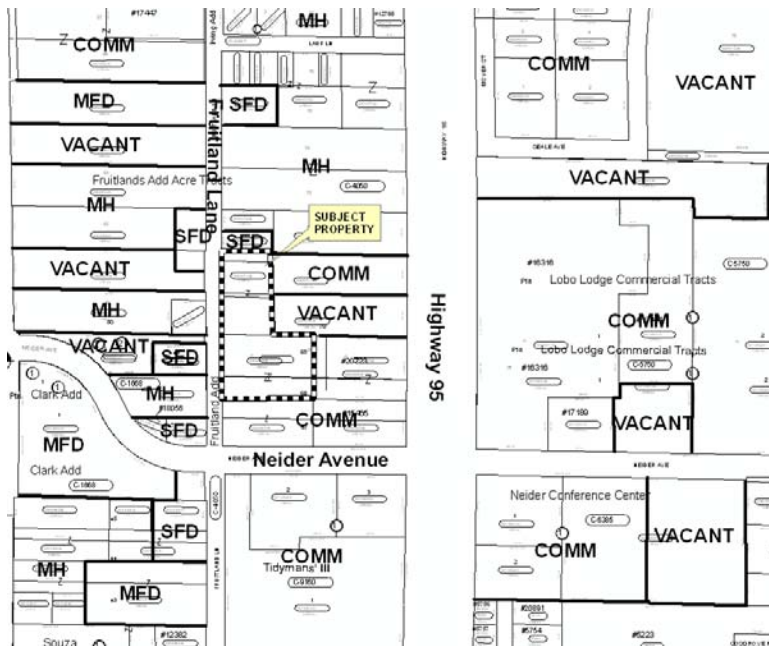


**GENERAL INFORMATION:**

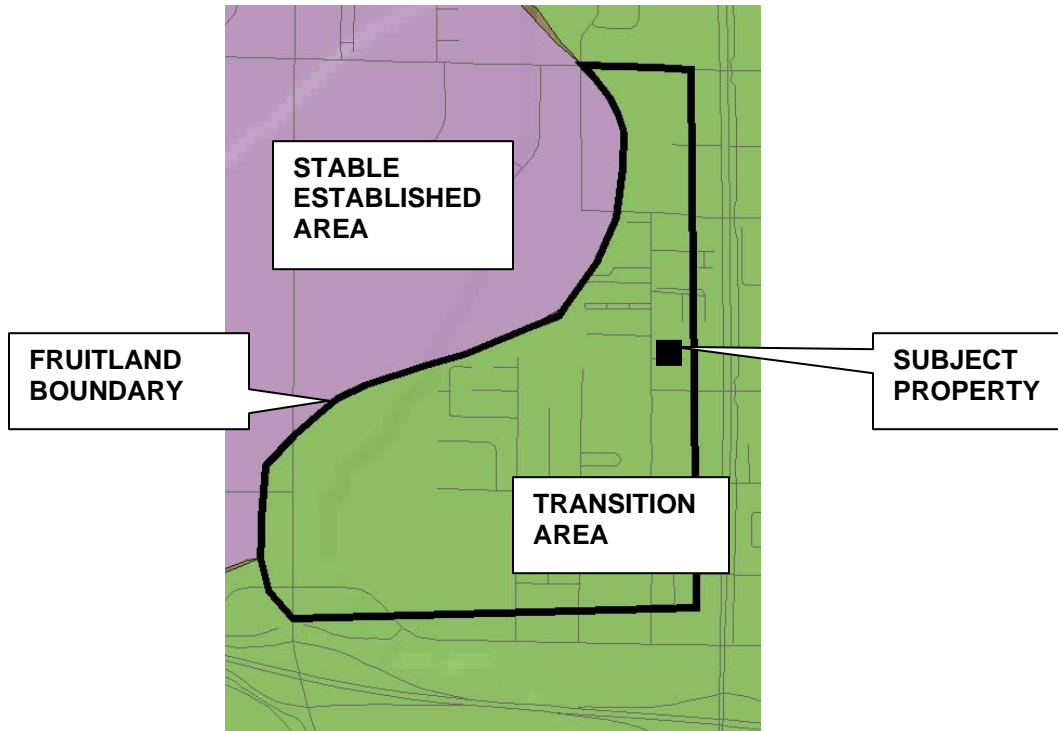
**A. Zoning:**



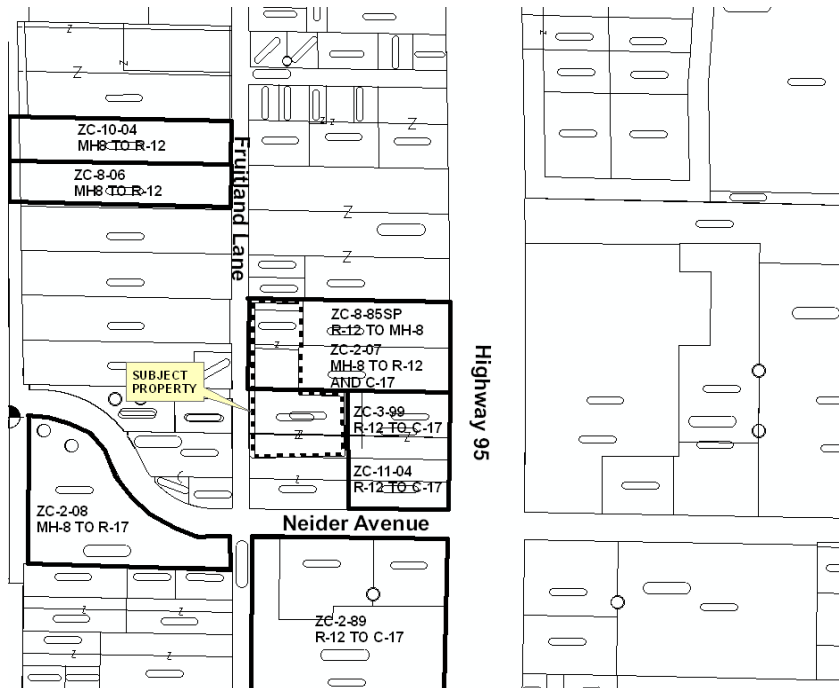
**B. Generalized land use pattern:**



**C. 2007 Comprehensive plan designation – Transition – Fruitland Land Use Area.**



D. Zone changes in surrounding area.



E. Applicant: Steve Widmyer  
1319 Ash Av.  
Coeur d'Alene, ID 83814

Owners: Steve Widmyer  
1319 Ash Av.  
Coeur d'Alene, ID 83814

William T. Reagan  
P. O. Box 7200  
Coeur d'Alene, ID 83814

Robert W. Affholder  
4657 West Little Dove Place  
Marana, AZ 85653

F. Land uses in the area include residential – single-family, duplex and multi-family, mobile homes, commercial, civic and vacant parcels.

G. The subject property contains a single-family dwelling and a mobile home park.

H. Zone changes in surrounding area. (See zone changes map on page 4)

1. ZC-8-85SP – R-12 to MH-8.
2. ZC-2-89 – R-12 to C-17.
3. ZC-3-99 – R-12 to C-17.
4. ZC-10-04 – MH-8 to R-12
5. ZC-11-04 – R-12 to C-17
6. ZC-8-06 – MH-8 to R-12
7. ZC-2-07 – MH-8 to R-12 & C-17.
8. ZC-2-08PUD – MH-8 to R-17

**PERFORMANCE ANALYSIS:**

A. Zoning ordinance considerations:

Approval of the zone change request would intensify the potential use of the property by increasing the allowable density by right from 12 units to 17 units per gross acre and increasing the range of uses allowed by right and special use permit.

**R-12 Zoning District:**

1. Purpose

The R-12 district is intended as a residential area that permits a mix of housing types at a density not greater than twelve (12) units per gross area.

2. Uses permitted by right:



- Single-family detached housing
  - Duplex housing
  - Pocket residential development
  - Home occupations.
  - Administrative.
  - Public recreation.
  - Neighborhood recreation.
  - Essential service (underground)
3. Uses permitted by Special Use Permit:
- Boarding house.
  - Childcare facility.
  - Commercial film production.
  - Commercial recreation.
  - Community assembly.
  - Community education.
  - Community organization.
  - Convenience sales.
  - Essential service (aboveground).
  - Group dwelling - detached housing.
  - Handicapped or minimal care facility.
  - Juvenile offenders facility.
  - Noncommercial kennel.
  - Religious assembly.
  - Restriction to single-family only.
  - Two (2) unit per gross acre density increase

### **R-17 Zoning District:**

1. Purpose

The R-17 district is intended as a medium/high density residential district that permits a mix of housing types at a density not greater than seventeen (17) units per gross acre.

This district is for establishment in those areas that are not suitable for lower density residential due to proximity to more intense types of land use.

This district is appropriate as a transition between low density residential and commercial districts, or as a buffer between arterial streets and low density residential districts.

2. Uses permitted by right

- Single-family detached housing
- Duplex housing
- Pocket residential development
- Multi-family.
- Home occupations.
- Administrative.
- Public recreation.
- Neighborhood recreation.

- Essential service (underground)
- Childcare facility.
- Community education.

3. Uses permitted by Special Use Permit:

- Automobile parking when the lot is adjoining at least one point of, intervening streets and alleys excluded the establishment which it is to serve; this is not to be used for the parking of commercial vehicles.
- Boarding house.
- Commercial film production.
- Commercial recreation.
- Community assembly.
- Community organization.
- Convenience sales.
- Group dwelling - detached housing.
- Handicapped or minimal care facility.
- Juvenile offenders facility.
- Ministorage facilities.
- Mobile home manufactured in accordance with section 17.02.085 of this title.
- Noncommercial kennel.
- Nursing/convalescent/rest homes for the aged.
- Rehabilitative facility.
- Religious assembly.
- Residential density of the R-34 district as specified.
- Three (3) units per gross acre density increase.

4. Evaluation: The R-17 zone allows an increased residential density of 17 units per gross acre by right or a maximum allowable density for the subject property of 38 units. The R-17 zone also allows a 34 unit per gross acre residential density by special use permit and increased nonresidential uses by special use permit that are not allowed in the R- 12 zone.

Because of the adjoining commercial zoning and uses to the east and south and single-family and mobile home uses to the north and west, the R-17 zone is appropriate to serve as a “buffer” between low density residential and commercial zones.

**B. Finding #B8: That this proposal (is) (is not) in conformance with the Comprehensive Plan policies.**

1. The subject property is within the Area of City Impact Boundary.
2. The 2007 Comprehensive Plan Map (See page 4) designates the subject property as Transition and in the Fruitland Land Use Area, as follows:

A. Transition:

These areas are where the character of neighborhoods is in transition and should be developed with care. The street network, the number of building lots and general land use are expected to change greatly within the planning period.

B. Fruitland Land Use Area:



Generally this area is envisioned as a commercial corridor with adjacent multi-family uses and will maintain a mix of the housing types that currently exist. Commercial and manufacturing will continue to expand and care must be used for sensitive land use transition. A traffic study for US 95 is underway which may affect future development in this area.

- C. The characteristics of Fruitland neighborhoods will be:
- That overall density will approach eight residential units per acre (8:1).
  - That single- and multi-family housing should be located adjacent to compatible uses.
  - Pedestrian and bicycle connections are encouraged.
  - Uses that strengthen neighborhoods are encouraged.
- D. The characteristics of Fruitland commercial areas will be:
- Commercial buildings will remain lower in scale than in the downtown core.
  - Native variety trees will be encouraged along commercial corridors.

3. Significant 2007 Comprehensive Plan policies:

- Objective 1.02 - Water Quality:
- Protect the cleanliness and safety of the lakes, rivers, watersheds, and the aquifer.
- Objective 1.06 - Urban Forests:
- Enforce minimal tree removal, substantial tree replacement and suppress topping trees for new and existing development.
- Objective 1.08 – Forests and natural habitats:
- Preserve native tree cover and natural vegetative cover as the city’s dominant characteristic.
- Objective 1.12 - Community Design:
- Support the enhancement of existing urbanized areas and discourage sprawl.
- Objective 1.14 - Efficiency:
- Promote the efficient use of existing infrastructure, thereby reducing impacts to undeveloped areas
- Objective 2.02 - Economic & Workforce Development:
- Plan suitable zones and mixed use areas, and support local workforce

development and housing to meet the needs of business and industry.

➤ Objective 3.01 – Managed growth.

Provide for a diversity of suitable housing forms within existing neighborhoods to match the needs of a changing population.

➤ Objective 3.05 - Neighborhoods:

Protect and preserve existing neighborhoods from incompatible land uses and developments.

➤ Objective 3.07 - Neighborhoods:

Emphasize a pedestrian orientation when planning neighborhood preservation and revitalization.

➤ Objective 3.08 – Housing:

Design new housing areas to meet the city's need for quality neighborhoods for all income and family status categories.

➤ Objective 3.10 - Affordable & Workforce Housing:

Support efforts to preserve and provide affordable and workforce housing.

➤ Objective 3.16 - Capital Improvements:

Ensure infrastructure and essential services are available prior to approval for properties seeking development.

➤ Objective - 4.01 City Services:

Make decisions based on the needs and desires of the citizenry.

➤ Objective 4.02 - City Services:

Provide quality services to all of our residents (potable water, sewer and stormwater systems, street maintenance, fire and police protection, street lights, recreation, recycling and trash collection).

Transportation Plan policies:

The Transportation Plan is an addendum to the Comprehensive Plan and is a policy document that is intended to guide decisions that affect transportation issues. Its goal is to correct existing deficiencies and to anticipate, plan and provide for future transportation needs.

➤ 31A: “Develop an improved arterial system that integrates with existing street Patterns.”

➤ 33A: “Safe vehicular and pedestrian circulation should be enhanced through careful design and active enforcement.”

➤ 34A: “Use existing street systems better.”

➤ 34B: "Reduce automobile dependency by providing bike paths and sidewalks."

9. Evaluation: The Comprehensive plan indicates that densities in the Fruitland neighborhood, at build out will approach 8 units per acre, That single- and multi-family housing should be located adjacent to compatible uses And that these uses should strengthen neighborhoods.

Using Kootenai County Assessor's Office data, it is estimated that at present the overall density of the Fruitland Land Use Area (See map on page 4) is approximately 1.65 units/acre.

This is a rapidly developing area with commercial uses occurring on parcels abutting Highway 95 and multi-family and pocket housing uses occurring in "infill" parcels along Fruitland Lane. This area should continue to grow in the future because of the availability of sewer that was constructed in Fruitland Lane in 2003.

The City Council must determine, based on the information before them, whether the 2007 Comprehensive Plan policies do or do not support the request. Specific ways in which the policy is or is not supported by this request should be stated in the finding.

C. **Finding #B9: That public facilities and utilities (are) (are not) available and adequate for the proposed use.**

SEWER:

Public sewer is available and of adequate capacity.

Evaluation: An 8-inch sewer exists in Fruitland Lane and has adequate capacity to serve this request.

Submitted by Don Keil, Assistant Wastewater Superintendent

WATER:

Water is available and adequate.

Evaluation: A 12-inch main exists in Fruitland Lane and is adequate to serve this request. There are also 5 services supplying the subject property, one existing fire hydrant and an additional 12-inch main along the west side of Highway 95 that serves the commercial development at the corner of Highway 95 and Neider Avenue.

Submitted by Terry Pickel, Assistant Water Superintendent

STORMWATER:

City Code requires a stormwater management plan to be submitted and approved prior to any construction activity on the site.

Evaluation: Stormwater management issues will be reviewed and addressed at the time of development plan submittal on the subject property.

TRAFFIC:

The ITE Trip Generation Manual estimates the project may generate approximately 20 trips per day based upon the applicants stated use of the site for up to 36 apartment units.

Evaluation: The adjacent and connecting streets will accommodate the additional traffic volume. The subject property is adjacent to the signalized intersections at Highway 95 and Neider Avenue and Highway 95 and Bosnako Avenue allowing for controlled north-south movements on the regions major arterial roadway. The connection of Neider Avenue to Howard Street near the southerly boundary of the site allows for traffic dispersion to the west and the future connections of Howard Street to Kathleen Avenue and Marie Avenue to Ramsey Road will provide yet more alternate routes to the site.

#### STREETS:

1. The proposed subdivision is bordered by Fruitland Lane on the west. The current right-of-way width along the southerly portion of the area of request (Tract 69 & N. ½ of 68) is only twenty five feet (25') for the half road section. This does not meet City standards of thirty feet (30') for the half road section.

Evaluation: The dedication of an additional five feet (5') of right-of-way on Fruitland Lane will be required as a condition of the zone change. This is consistent with the dedication of an additional five feet (5') that was given on the northerly portion of this request (Lot 1, Block 1 Fruit Land's First Addition) when it was short platted in 2008. This will allow for placement of drainage facilities in the public right-of-way.

2. Street frontage improvements exist along a portion of the subject property.

Evaluation: All applicable street frontage improvements will be required to be installed at the time the subject property develops. These will be addressed with any plan submittal for the site.

#### APPLICABLE CODES AND POLICIES

##### UTILITIES

1. All proposed utilities within the project shall be installed underground.
2. All water and sewer facilities shall be designed and constructed to the requirements of the City of Coeur d'Alene. Improvement plans conforming to City guidelines shall be submitted and approved by the City Engineer prior to construction.

##### STREETS

3. Street improvement plans conforming to City guidelines shall be submitted and approved by the City Engineer prior to construction.
4. All required street improvements shall be constructed with the site development.
5. An encroachment permit shall be obtained prior to any work being performed in the existing right-of-way.

##### STORMWATER

6. A stormwater management plan shall be submitted and approved prior to start of any construction. The plan shall conform to all requirements of the City.

Submitted by Chris Bates, Engineering Project Manager

FIRE:

The fire department will address other issues such as water supply, hydrants and access prior to any site development.

Submitted by Glen Lauper, Deputy Fire Chief

POLICE:

I have no comments at this time.

Submitted by Steve Childers, Captain, Police Department

**D. Finding #B10: That the physical characteristics of the site (make) (do not make) it suitable for the request at this time.**

There are no physical constraints such as topography that would make the subject property unsuitable for development.

**E. Finding #B11: That the proposal (would) (would not) adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, (and) (or) existing land uses.**

The connecting streets will accommodate the additional traffic, as indicated in the engineering staff report. The neighborhood character and land uses in the Fruitland Lane area is in transition from single-family residential and mobile homes to multi-family, pocket housing and commercial development, as indicated in the comprehensive plan, the availability of city services and access to Highway 95.

Evaluation: The City Council must determine what affect the proposed R-17 zoning would have on traffic, land uses and the character of the surrounding area.

**F. Proposed conditions:**

Engineering

1. Dedication of five feet (5') of right-of-way along the westerly boundary of Tract 69 and the north ½ of Tract 68, Fruit Lands Addition Acre Tracts.

**G. Ordinances and Standards Used In Evaluation:**

Comprehensive Plan - Amended 2007.

Transportation Plan

Municipal Code.

Idaho Code.

Wastewater Treatment Facility Plan.

Water and Sewer Service Policies.

Urban Forestry Standards.

Transportation and Traffic Engineering Handbook, I.T.E.

Manual on Uniform Traffic Control Devices.

Coeur d'Alene Bikeways Plan

**ACTION ALTERNATIVES:**

Staff recommends the City Council take the following action:

The City Council must consider this request and make appropriate findings to approve, deny or deny without prejudice. The findings worksheet is attached.

If the Council approves the request, they may adopt the Planning Commission findings, create their own findings or use some of the Planning Commission findings and some of their own findings.

If the Council denies the request, a new set of findings must be made.

**PROPERTY INFORMATION**

- 1. Gross area: (all land involved): 2.1704 acres, and/or 94543 sq.ft.
- 2. Total Net Area (land area exclusive of proposed or existing public street and other public lands): 2.1704 acres, and/or 94543 sq. ft.
- 3. Total number of lots included: 2
- 4. Existing land use: Residential
- 5. Existing Zoning (check all that apply):  R-1  R-3  R-5  R-8  R-12  R-17  MH-8  
 NC  CC  C-17  C-17L  DC  LM  M
- 6. Proposed Zoning (check all the apply):  R-1  R-3  R-5  R-8  R-12  R-17  MH-8  
 NC  CC  C-17  C-17L  DC  LM  M

**JUSTIFICATION**

Please use this space to state the reason(s) for the requested zone change and include comments on the 2007 Comprehensive Plan Category, Neighborhood Area, and applicable Special Areas and appropriate goals and policies and how they support your request.

We are asking for a zone change from R-12 to R-17 to allow us to build (3) 12 unit apartments (36 units). These apartments will provide affordable housing! We are asking for an increased density to make this project economically feasible by allowing more units to be built on the site. The addition of multi family units is compatible with the 2007 Comprehensive Plan. The evidence of the St Vincent Depaul Apartment project just completed across the street shows

Note: The 2007 Comprehensive Plan is available by going to [www.cdavid.org](http://www.cdavid.org) under Departments / Planning the increased zoning to be compatible with the neighborhood.

Applicant: Steven Widmyer  
Location: 3400 and 3514 N. Fruitland  
Request: A proposed zone change from R-12 (Residential at 12 units/acre) to R-17 (Residential at 17 units/acre)  
QUASI-JUDICIAL, (ZC-3-10)

Senior Planner Stamosos presented the staff report, gave the mailing tally as 0 in favor, 0 opposed, and 4 neutral, and answered questions from the commission.

Commissioner Luttrupp declared that the applicant is a neighbor and feels that this will not be a conflict.

Commissioner Soumas inquired if there are any trees on the property.

Senior Planner Stamosos commented that there are trees on the northern parcel.

Commissioner Bowlby commented that there are mobile homes on the site and that many years ago, individuals who owned trailers on the property were offered relocation for their homes by the developer. She added this has come up in the past and inquired if the applicant has discussed with the tenants plans to relocate.

Senior Planner Stamosos commented that the applicant is available to answer questions.

**Public testimony open:**

Steve Widmyer, applicant, 1319 Ash Avenue, explained that his goal is to provide an affordable housing project similar to the project on Fruitland Lane. He commented that after reviewing the Comprehensive Plan, that this project meets the goals outlined for this area. In answering a question from Commissioner Bowlby regarding the six existing mobile homes on-site, that one is a rental and the other is owned and in negotiation to purchase their homes.

Commissioner Luttrupp inquired if the applicant could explain his definition of affordable housing.

Mr. Widmyer commented his units will be in the \$600 per month range and envisions this project to meet the needs of local people who work in this area.

Commissioner Luttrupp commented that previously the Planning Commission had a workshop with members of the North Idaho Housing Coalition and feel this project is a good example of an affordable housing project. He suggested the applicant meet with this group to make them aware of this project.

Mike Delay, 402 & 403 W. Neider Avenue, commented that he is the owner of the mini storage business located to the west, bordering the applicant's property. His concern is the piece of land located in the front of the property used by his customer's to access his business and afraid if approved, access will be denied. He added that he supports the applicant's project, contingent on a recorded easement granted to him and other business owners allowing them to use the applicant's property for ingress/egress.

Commissioner Jordan questioned if an easement was ever granted for that piece of property.

Mr. Delay commented that there is a house on the property used as an office for the storage units and in the past not an issue, and assumed everything would be the same without a formal easement.

Commissioner Soumas questioned staff if granting the zoning has anything to do with granting



easements.

Deputy City Attorney Wilson commented that a discussion on granting an easement should be between the applicant and Mr. Delay. He concurs that this is a land issue for zoning which is what the Planning Commission must make a decision on.

**REBUTTAL:**

**Public testimony closed:**

Mr. Widmyer commented that he will grant an easement to the mini storage.

**Motion by Soumas, seconded by Bowlby, to approve Item ZC-3-10. Motion approved.**

**ROLL CALL:**

Commissioner Bowlby	Voted	Aye
Commissioner Evans	Voted	Aye
Commissioner Messina	Voted	Aye
Commissioner Luttrupp	Voted	Aye
Commissioner Soumas	Voted	Aye

Motion to approve carried by a 5 to 0 vote.

**COEUR D'ALENE PLANNING COMMISSION  
FINDINGS AND ORDER**

**A. INTRODUCTION**

This matter having come before the Planning Commission on, March 9, 2010, and there being present a person requesting approval of ITEM: ZC-3-10, a request for a zone change from R-12 (Residential at 12 units/acre) to R-17 (Residential at 17 units/acre).

LOCATION: +/- 2.17 acre parcel at 3400 and 3514 Fruitland Lane

APPLICANT: Steve Widmyer

**B. FINDINGS: JUSTIFICATION FOR THE DECISION/CRITERIA, STANDARDS AND FACTS RELIED UPON**

- B1. That the existing land uses are residential – single-family, duplex and Multi-family, mobile homes, commercial, civic and vacant parcels.
- B2. That the Comprehensive Plan Map designation is Transition.
- B3. That the zoning is R-12 (Residential at 12 units/acre)
- B4. That the notice of public hearing was published on, February 20, 2010, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on, February 22, 2010, which fulfills the proper legal requirement.
- B6. That 19 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on, February 19, 2010, and 4 responses were received: 0 in favor, 0 opposed, and 4 neutral.
- B7. That public testimony was heard on March 9, 2010.

B8. That this proposal is in conformance with the Comprehensive Plan policies as follows:

Objective 1.12 - Community Design:

Support the enhancement of existing urbanized areas and discourage sprawl.

Objective 1.14 - Efficiency:

Promote the efficient use of existing infrastructure, thereby reducing impacts to undeveloped areas

Objective 2.02 - Economic & Workforce Development:

Plan suitable zones and mixed use areas, and support local workforce development and housing to meet the needs of business and industry.

The request furthers these goals.

B9. That public facilities and utilities are available and adequate for the proposed use. This is based on the staff report.

B10. That the physical characteristics of the site do make it suitable for the request at this time.

This is based on the staff report.

B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, or existing land uses.

This is based on the staff report and testimony.

**C. ORDER: CONCLUSION AND DECISION**

The Planning Commission, pursuant to the aforementioned, finds that the request of STEVE WIDMYER for a zone change, as described in the application should be approved.

Special conditions applied are as follows:

Engineering

1. Dedication of five feet (5') of right-of-way along the westerly boundary of Tract 69 and the north ½ of Tract 68, Fruit Lands Addition Acre Tracts.

Motion by Soumas, seconded by Bowlby, to adopt the foregoing Findings and Order.

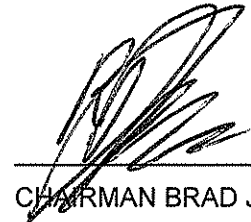
ROLL CALL:

Commissioner Bowlby	Voted Yes
Commissioner Evans	Voted Yes
Commissioner Luttrupp	Voted Yes

Commissioner Messina	Voted Yes
Commissioner Soumas	Voted Yes

Commissioners Rasor was absent.

Motion to approve carried by a 5 to 0 vote.



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CHAIRMAN BRAD JORDAN

**COEUR D'ALENE CITY COUNCIL  
FINDINGS AND ORDER**

**A. INTRODUCTION**

This matter having come before the City Council on, April 20, 2010, and there being present a person requesting approval of ITEM: ZC-3-10 , a request for a zone change from R-12 (Residential at 12 units/acre) to R-17 (Residential at 17 units/acre).

LOCATION: +/- 2.17 acre parcel at 3400 and 3514 Fruitland Lane

APPLICANT: Steve Widmyer

**B. FINDINGS: JUSTIFICATION FOR THE DECISION/CRITERIA, STANDARDS AND FACTS RELIED UPON**

**(The City Council may adopt Items B1-through7.)**

- B1. That the existing land uses are residential – single-family, duplex and Multi-family, mobile homes, commercial, civic and vacant parcels.
- B2. That the Comprehensive Plan Map designation is Transition.
- B3. That the zoning is R-12 (Residential at 12 units/acre)
- B4. That the notice of public hearing was published on, April 2, 2010, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on, April 11, 2010, which fulfills the proper legal requirement.
- B6. That 19 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on, April 1, 2010, and \_\_\_\_\_ responses were received: \_\_\_\_ in favor, \_\_\_\_ opposed, and \_\_\_\_ neutral.
- B7. That public testimony was heard on April 20, 2010.
- B8. That this proposal **(is) (is not)** in conformance with the Comprehensive Plan policies as follows:

B9. That public facilities and utilities **(are) (are not)** available and adequate for the proposed use. This is based on

**Criteria to consider for B9:**

1. Can water be provided or extended to serve the property?
2. Can sewer service be provided or extended to serve the property?
3. Does the existing street system provide adequate access to the property?
4. Is police and fire service available and adequate to the property?

B10. That the physical characteristics of the site **(do) (do not)** make it suitable for the request at this time because

**Criteria to consider for B10:**

1. Topography
2. Streams
3. Wetlands
4. Rock outcroppings, etc.
5. vegetative cover

B11. That the proposal **(would) (would not)** adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, **(and) (or)** existing land uses because

**Criteria to consider for B11:**

1. Traffic congestion
2. Is the proposed zoning compatible with the surrounding area in terms of density, types of uses allowed or building types allowed
3. Existing land use pattern i.e. residential, commercial, residential w churches & schools etc.

**C. ORDER: CONCLUSION AND DECISION**

The City Council, pursuant to the aforementioned, finds that the request of **STEVE WIDMYER** for a zone change, as described in the application should be **(approved) (denied) (denied without prejudice)**.

Special conditions applied are as follows:

Engineering

1. Dedication of five feet (5') of right-of-way along the westerly boundary of Tract 69 and the north ½ of Tract 68, Fruit Lands Addition Acre Tracts.

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, to adopt the foregoing Findings and Order.

ROLL CALL:

Council Member Hassell	Voted _____
Council Member Edinger	Voted _____
Council Member Goodlander	Voted _____
Council Member McEvers	Voted _____
Council Member Bruning	Voted _____
Council Member Kennedy	Voted _____

Mayor Bloem Voted \_\_\_\_\_ (tie breaker)

Council Member(s) \_\_\_\_\_ were absent.

Motion to \_\_\_\_\_ carried by a \_\_\_\_ to \_\_\_\_ vote.

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MAYOR SANDI BLOEM

## STAFF REPORT

DATE: April 20, 2010  
TO: Mayor and City Council  
FROM: Planning Director  
SUBJECT: Commercial Zoning Design Review Fee

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### **DECISION POINT:**

Should the projects requiring Design Review Commission review as provided for in Design Guidelines for the C-17 and C-17L zoning districts be subject to the established fee for Design Review.

### **HISTORY:**

The City Council recently approved Design Guidelines for the C-17 and C-17L zoning districts. As a part of that package, certain projects may either require or request review by the Design Review Commission.

A fee of \$100 was previously established for Design Review hearings related to the Downtown Core and Infill districts.

Although not a new fee, a new group of projects can now come before the Design Review Commission and the legal department has recommended that a public hearing should be conducted prior to the Council determining if this fee applies to this new group.

### **FINANCIAL ANALYSIS:**

Based on analysis of building permit records, we might expect that two to four projects may access the commission process resulting in \$200 to \$400 in fees in a given year.

### **PERFORMANCE ANALYSIS:**

The recommended action would establish a consistent fee for Design Review Applications.

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

To adopt Resolution 10-014 that establishes the \$100 fee be applied to the C-17 and C-17L zoned projects accessing the design review process.



RESOLUTION NO. 10-014

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING A \$100.00 FEE FOR C-17 AND C-17L ZONED PROJECTS ACCESSING THE DESIGN REVIEW PROCESS.

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

WHEREAS, the City Council has determined that reasonable adjustments to certain City fees are necessary, all as set forth below in this Resolution; and

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

WHEREAS, after public hearing on the hereinafter provided amendments, and after recommendation by the Legal Department, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that the fee of \$100.00 for C-17 and C-17L zoned projects accessing the Design Review Process shall be adopted; NOW, THEREFORE,

BE IT RESOLVED, that effective April 21, 2010, the fee will be in effect.

DATED this 20<sup>th</sup> day of April, 2010.

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

ATTEST:

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

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

ROLL CALL:

- COUNCIL MEMBER KENNEDY Voted \_\_\_\_\_
- COUNCIL MEMBER GOODLANDER Voted \_\_\_\_\_
- COUNCIL MEMBER HASSELL Voted \_\_\_\_\_
- COUNCIL MEMBER BRUNING Voted \_\_\_\_\_
- COUNCIL MEMBER EDINGER Voted \_\_\_\_\_
- COUNCIL MEMBER MCEVERS Voted \_\_\_\_\_

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

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

April 12, 2010  
**GENERAL SERVICES COMMITTEE  
MINUTES**

**COMMITTEE MEMBERS PRESENT**

Mike Kennedy, Chairperson  
Ron Edinger  
John Bruning

**CITIZENS PRESENT**

Rick Shipman, Board President – Habitat for Humanity  
Tom Hasslinger, CDA Press  
Steve Bell  
Kevin Zollman

**STAFF PRESENT**

Renata McLeod, Project Coordinator  
Jim Washko, Deputy Fire Chief  
Mike Gridley, City Attorney  
Jon Ingalls, Deputy City Administrator  
Capt. Steve Childers, Police Department  
Chief Wayne Longo, Police Department  
Troy Tymesen, Finance Director  
Juanita Knight, Senior Legal Assistant

**Item 1. Habitat for Humanity Agreement / CDBG Funding.  
(Resolution No. 10-013)**

Renata McLeod, Project Coordinator, reported that the City of Coeur d’Alene conducted a competitive RFP process, that included submittal of a grant application, review by the Ad Hoc Committee (August 4, 2009) and recommendations being made to the City Council on August 18, 2009. Thereafter, it was clarified by our HUD representative, that this process requires a substantial amendment to the CDBG Plan Year 2009 Action Plan. The public hearing for an amendment to Plan Year 2009 Action Plan was held January 19, 2010. No public comments were received and the City Council approved the amendment. This agreement is the final step in the process of awarding the \$45,400 of Plan Year 2009 CDBG grant dollars to Habitat for Humanity. Ms. McLeod went on to explain that Habitat for Humanity of North Idaho owns a parcel of land within the Coeur d’Alene City limits, specifically Lots, 3 and 4, Block 11, Roche Park Addition, Coeur d’Alene, Idaho. They are proposing up to five (exact number of units to be determined after engineer’s report is complete) single-family dwelling units be constructed through the Habitat program on this parcel. The Grant award will provide part of the funding for the public infrastructure required for the project’s success, such as water, sewer, electricity, storm water, and roadways. Under the HUD LMI eligibility standards, families with incomes at 80% or below AMI will qualify; however, Habitat will target lower-income families with incomes of 60% -30% AMI.

**MOTION: by Councilman Edinger, seconded by Councilman Bruning, that Council adopt Resolution No. 10-013 authorizing the sub-recipient agreement with Habitat for Humanity for \$45,400 in CDBG Plan Year 2009 funding.**

**Item 2. Limited English Proficiency Plan.  
(Resolution No. 10-013)**

Renata McLeod, Project Coordinator, reported that the City of Coeur d’Alene is required to meet the regulations of Title VI of the Civil Rights Act of 1964, as enforced by the Idaho Transportation Department (ITD). Title VI includes the protection against discrimination regarding national origin. As such, the Limited English Proficiency (LEP) plan will be a tool to our organization to help prevent such discrimination. The plan includes five steps for staff training including the distribution of the LEP plan, a description of available language services, distribution of Census “I speak cards,” documentation of assistance request, and an explanation as to how to process a limited English proficiency complaint. Ms. McLeod also stated that each department will be

responsible for the requests made to their staff and seek services individually through their department budgets. Local translation services are available within the Spokane area at an hourly rate ranging from \$30.00 to \$60.00 per hour, depending upon the availability of the language requested and the type of services needed (the more technical the higher cost, e.g., legal services). According to the 2000 Census data, the City of Coeur d'Alene has a small population (.9%) who speak English less than "very well." In the event that the City is requested to provide limited English proficiency services, this plan for action would be followed.

**MOTION: by Councilman Bruning, seconded by Councilman Edinger, that Council adopt Resolution No. 10-013 approving the Limited English Proficiency (LEP) Plan for the City of Coeur d'Alene.**

**Item 3. Citizen Request / Banning Use of Cell Phones while Driving.  
(Information Only)**

Steve Bell expressed his disappointment that the proposed bill failed at the Legislature. He reiterated the importance of awareness and shared that insurance and cell phone companies are now distributing information warning against texting/talking while driving. The NIC Sentinel has recently printed two articles regarding the same. Mr. Bell stated that this is a chance for the City to 'do the right thing' and encouraged the City to proceed with banning the use of cell phones (hands free ok) and texting while driving.

Mike Gridley, City Attorney, stated that the City already has an inattentive driving regulation. If someone is using a cell phone and is driving erratically, they could be cited for inattentive driving.

Mr. Bell stated that a crafty attorney could fight an inattentive driving citation (due to cell phone use) by acknowledging that the city does not have a ban on cell phone use.

Councilman Edinger stated that he is in support of a ban on cell phone use (hands free ok), especially texting. He believes a ban would give some teeth to the inattentive driving citation.

Capt. Steve Childers shared several accident / citation statistics that did not necessarily reflect a problem with cell phone usage.

Kevin Zollman stated that the City does not need more laws on the books that will be hard to enforce. He believes the inattentive driving citation would cover the use of cell phones. Mr. Zollman found a study done in New York, Connecticut, and DC that found accidents rates were unaffected by the hands free laws that were enacted. Mr. Zollman believes that a ban on cell phone use will cause 'ill will' with the citizens of Coeur d'Alene.

Councilman Bruning stated that he recognizes that not all laws are enforceable or followed. However, a cell phone ban would be knowledge and would bring awareness.

Councilman Kennedy stated that since this issue arose, he has received lots of feedback from both sides. Therefore, he believes this is an issue that merits further research.

**THE COMMITTEE DIRECTED staff to research sample legislation on banning cell phone use, and texting, but allowing hands free usage. The Committee is also interested in seeing various studies (noting WHO sponsored the study). Staff was directed to report back at the April 26<sup>th</sup> General Services meeting.**

**Item 4. Memorandum of Understanding / Mobile Command Center.  
(Resolution No. 10-013)**

Jim Washko, Deputy Fire Chief, explained that the Kootenai County Office of Emergency Management has had a mobile command center for many years that is accessible to all Fire and Police agencies within Kootenai County, for use on major disasters and events. In the past, the command center was an older school bus that was converted with radio and communications gear. The county now has a new trailer with sophisticated equipment and logistical support from the County Sheriff. The Memorandum of Understanding explains how the MCC can be used, what are the call out procedures, and how it is returned to the county after usage. The Memorandum of Understanding creates the proper accountability to ensure that the MCC is cared for and maintained to create a long life of service to the County. The only cost that would be incurred to the City is if the MCC is damaged or any of the stock items that are provided. The MOU explains that supplies will be restocked and repairs made to damaged equipment and the agency responsible will be billed accordingly. Mr. Washko also mention that the ability to have access to the MCC has been of great value to the City of Coeur d' Alene. We have used it every year for communications during the Ironman Event and it is accessible to not only the fire department but the police department as well.

**MOTION: by Councilman Bruning, seconded by Councilman Edinger, that Council adopt Resolution No. 10-013 approving the Memorandum of Understanding for use of Kootenai County' Mobile Command Center (MCC) for both Fire and Police.**

The meeting adjourned at 12:40 p.m.

Respectfully submitted,

*Juanita Knight*  
Recording Secretary

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

FUND	BALANCE 2/28/2010	RECEIPTS	DISBURSE- MENTS	BALANCE 3/31/2010
General-Designated	\$537,493	\$26,961	\$1,733	\$562,721
General-Undesignated	7,022,272	2,761,073	4,275,555	5,507,790
<u>Special Revenue:</u>				
Library	259,399	12,884	97,024	175,259
CDBG	(691)	11,605	11,062	(148)
Cemetery	(70,318)	17,983	21,722	(74,057)
Parks Capital Improvements	217,087	62,080	37,718	241,449
Impact Fees	1,897,551			1,897,551
Annexation Fees	62,828	9		62,837
Insurance	2,021,496	410	132,566	1,889,340
Cemetery P/C	1,872,476	1,200	19,521	1,854,155
Jewett House	10,933	105	1,006	10,032
KCATT	3,410			3,410
Reforestation	8,483	1	16	8,468
Street Trees	206,119	8,730	1,800	213,049
Community Canopy	402	530		932
CdA Arts Commission	296		9	287
Public Art Fund	47,848	7	20,000	27,855
Public Art Fund - LCDC	269,730	39	2,220	267,549
Public Art Fund - Maintenance	113,649	17	43	113,623
KMPO - Kootenai Metro Planning Org	2,637	65,415	49,610	18,442
<u>Debt Service:</u>				
2000, 2002 & 2006 G.O. Bonds	1,096,234	7,463		1,103,697
LID Guarantee	282,942	213		283,155
LID 124 Northshire/Queen Anne/Indian Meadows	2,648			2,648
LID 127 Fairway / Howard Francis	349	171		520
LID 129 Septic Tank Abatement	166,744	856		167,600
LID 130 Lakeside / Ramsey / Industrial Park	20,778			20,778
LID 143 Lunceford / Neider	-			-
LID 146 Northwest Boulevard	159,626	1,864		161,490
<u>Capital Projects:</u>				
Street Projects	639,658	38,283	95,775	582,166
2006 GO Bond Capital Projects	6,594	1	3,330	3,265
<u>Enterprise:</u>				
Street Lights	101,666	43,877	51,097	94,446
Water	1,253,783	215,667	348,845	1,120,605
Water Capitalization Fees	709,638	83,275		792,913
Wastewater	12,084,272	498,021	961,321	11,620,972
Wastewater-Reserved	961,198	27,500		988,698
WWTP Capitalization Fees	1,011,677	73,771	24,112	1,061,336
WW Property Mgmt	60,668			60,668
Sanitation	(78,486)	270,459	242,607	(50,634)
Public Parking	627,831	10,507	3,333	635,005
Stormwater Mgmt	536,780	120,976	134,087	523,669
Wastewater Debt Service	422			422
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	165,615	181,508	166,615	180,508
LID Advance Payments	387	41	42	386
Police Retirement	1,385,604	20,520	47,565	1,358,559
Sales Tax	1,280	1,897	1,280	1,897
BID	129,410	3,653		133,063
Homeless Trust Fund	453	493	453	493
<b>GRAND TOTAL</b>	<b>\$35,810,871</b>	<b>\$4,570,065</b>	<b>\$6,752,067</b>	<b>\$33,628,869</b>

CITY OF COEUR D'ALENE  
 BUDGET STATUS REPORT  
 SIX MONTHS ENDED  
 31-Mar-2010

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 3/31/2010	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$183,234	\$91,248	50%
	Services/Supplies	14,360	3,870	27%
Administration	Personnel Services	483,605	242,157	50%
	Services/Supplies	5,500	2,540	46%
Finance	Personnel Services	637,704	317,863	50%
	Services/Supplies	116,240	58,268	50%
Municipal Services	Personnel Services	822,699	395,321	48%
	Services/Supplies	463,207	228,409	49%
Human Resources	Personnel Services	203,034	103,419	51%
	Services/Supplies	34,600	5,995	17%
Legal	Personnel Services	1,228,228	607,581	49%
	Services/Supplies	92,260	41,691	45%
	Capital Outlay			
Planning	Personnel Services	491,222	244,851	50%
	Services/Supplies	29,200	3,272	11%
Building Maintenance	Personnel Services	267,082	129,776	49%
	Services/Supplies	124,354	64,029	51%
Police	Personnel Services	8,504,121	4,107,438	48%
	Services/Supplies	695,924	259,753	37%
Fire	Personnel Services	6,391,258	3,266,908	51%
	Services/Supplies	383,290	164,708	43%
General Government	Services/Supplies	163,250	163,228	100%
Byrne Grant (Federal)	Personnel Services			
	Services/Supplies	87,343	164,222	188%
COPS Grant	Personnel Services		55,315	
	Services/Supplies			
CdA Drug Task Force	Services/Supplies	51,640	10,134	20%
	Capital Outlay		96,000	
Streets	Personnel Services	1,686,286	792,008	47%
	Services/Supplies	470,400	133,133	28%
ADA Sidewalk Abatement	Personnel Services	162,946	59,230	36%
	Services/Supplies	58,500	5,640	10%
Engineering Services	Personnel Services	347,291	181,458	52%
	Services/Supplies	732,050	43,857	6%
	Capital Outlay			

CITY OF COEUR D'ALENE  
 BUDGET STATUS REPORT  
 SIX MONTHS ENDED  
 31-Mar-2010

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 3/31/2010	PERCENT EXPENDED
Parks	Personnel Services	1,183,560	506,618	43%
	Services/Supplies	426,260	106,722	25%
Recreation	Personnel Services	599,152	253,645	42%
	Services/Supplies	141,150	81,837	58%
Building Inspection	Personnel Services	797,620	356,617	45%
	Services/Supplies	35,800	14,958	42%
Total General Fund		<u>28,114,370</u>	<u>13,363,719</u>	<u>48%</u>
Library	Personnel Services	941,698	456,052	48%
	Services/Supplies	184,000	81,078	44%
	Capital Outlay	60,000	28,657	48%
CDBG	Services/Supplies	304,576	57,774	19%
Cemetery	Personnel Services	148,024	79,976	54%
	Services/Supplies	65,450	31,444	48%
	Capital Outlay	25,200	85,412	339%
Impact Fees	Services/Supplies	830,000	454,976	55%
Annexation Fees	Services/Supplies	200,000	200,000	100%
Parks Capital Improvements	Capital Outlay	227,000	149,636	66%
Insurance	Services/Supplies	201,243	152,565	76%
Cemetery Perpetual Care	Services/Supplies	98,500	48,679	49%
Jewett House	Services/Supplies	17,100	5,897	34%
Reforestation	Services/Supplies	2,500	15	1%
Street Trees	Services/Supplies	41,500	22,800	55%
Community Canopy	Services/Supplies	1,000	470	47%
CdA Arts Commission	Services/Supplies	6,600		
Public Art Fund	Services/Supplies	173,000	121,483	70%
KMPO	Services/Supplies	650,000	183,770	28%
Total Special Revenue		<u>4,177,391</u>	<u>2,160,684</u>	<u>52%</u>
Debt Service Fund		<u>2,153,383</u>	<u>887,273</u>	<u>41%</u>



CITY OF COEUR D'ALENE  
BUDGET STATUS REPORT  
SIX MONTHS ENDED  
31-Mar-2010

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 3/31/2010	PERCENT EXPENDED
Kathleen / Howard Signal	Capital Outlay	125,000		
Govt Way - Dalton to Hanley	Capital Outlay	1,000,000	91,428	9%
Howard - Neider Extension	Capital Outlay	200,000	399,319	200%
Howard Street - North	Capital Outlay		146,817	
4th St - Lakeside to Harrison	Capital Outlay		598,907	
15th Street - Lunceford to Dalton	Capital Outlay	400,000	2,146	1%
3rd St & Harrison signal	Capital Outlay	275,000	4,952	2%
15th St & Harrison signal	Capital Outlay		893	
Intersection of Hanley & US95	Capital Outlay		83,362	
Fire Dept GO Bond Expenditure	Capital Outlay		4,567	
Total Capital Projects Funds		2,000,000	1,332,391	67%
Street Lights	Services/Supplies	555,571	276,592	50%
Water	Personnel Services	1,432,550	680,614	48%
	Services/Supplies	3,722,007	608,258	16%
	Capital Outlay	755,700	443,953	59%
Water Capitalization Fees	Services/Supplies	416,240		
Wastewater	Personnel Services	2,112,635	982,228	46%
	Services/Supplies	5,190,638	872,020	17%
	Capital Outlay	13,118,436	3,429,160	26%
	Debt Service	1,489,110	588,600	40%
WW Capitalization	Services/Supplies	1,026,993		
Sanitation	Services/Supplies	3,116,772	1,559,481	50%
Public Parking	Services/Supplies	173,957	94,942	55%
	Capital Outlay			
Stormwater Mgmt	Personnel Services	390,145	187,565	48%
	Services/Supplies	523,737	206,703	39%
	Capital Outlay	475,000	196,132	41%
Total Enterprise Funds		34,499,491	10,126,248	29%
Kootenai County Solid Waste		2,400,000	866,016	36%
Police Retirement		237,500	106,132	45%
Business Improvement District		142,000	60,000	42%
Homeless Trust Fund		5,000	2,702	54%
Total Fiduciary Funds		2,784,500	1,034,850	37%
<b>TOTALS:</b>		<b>\$73,729,135</b>	<b>\$28,905,165</b>	<b>39%</b>