

# Coeur d'Alene

## CITY COUNCIL MEETING

*July 7, 2009*

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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,  
JUNE 16, 2009

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene Library, June 16, 2009 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

Al Hassell	)	Members of Council Present
John Bruning	)	
Deanna Goodlander	)	
Loren Ron Edinger	)	
Woody McEvers	)	
Mike Kennedy	)	

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

**INVOCATION** was led by Pastor Ron Hunter, Nazarene Church.

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

**PRESENTATION – GRANT FUNDING FOR FUEL REDUCTION ON TUBBS HILL:** Parks Director Doug Eastwood presented a grant from Homeland Security which staff would like to proceed with accepting bids to reduce the fuel hazards on Tubbs Hill. He noted that unlike a prescribed burn, this would be a mechanical removal. Mechanical removal means that equipment and hand tools will be used on the hill remove the ladder fuel and brush vegetation from the ground and using a chipper machine to reduce the bulk of the debris removed. He noted that unlike a prescribed burn, this would be a mechanical burn. This will also provide an opportunity for the new seedlings to grow. Councilman Edinger noted that the Tubbs Hill Foundation as well as the Parks and Recreation Commission have reviewed this proposal. Chief Gabriel noted that the only way to receive certain Federal Funds for reducing the fuel hazard is by mechanical burn, not by a prescribed burn.

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

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

1. Approval of minutes for June 2, 2009.
2. Setting General Services Committee and Public Works Committee meetings for Monday, June 22<sup>nd</sup> at 12:00 noon and 4:00 p.m. respectively.
3. RESOLUTION 09-024: A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE

INCLUDING APPROVAL OF A CONTRACT RENEWAL WITH JEFF CROWE  
DBA BUNKHOUSE MEDIA FOR CDA TV SERVICES AND AWARD OF  
CONTRACT TO SCHAFFER'S TOWING AND RECOVERY FOR SINGLE  
SOURCE TOWING SERVICES

4. Authorizing Percival Carriage to operate horse-drawn carriage rides upon City streets within the Riverstone Development.
5. Approval of bills submitted and on file in the City Clerk's office.
6. Setting of Public Hearing for amendments to the area of City Impact Mill for July 7, 2009.
7. Authorizing Dan Shea, civilian volunteer, to mark, tag, and tow abandoned vehicles.

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

**COUNCIL COMMENTS:**

COUNCILMAN HASSELL: Councilman Hassell reminded everyone that although there is construction on 4<sup>th</sup> Street the businesses are still open and encouraged everyone to continue to patronize those businesses.

COUNCILMAN MC EVERS: Councilman McEvers presented a video of the training maneuvers completed by the City lifeguard staff.

**ADMINISTRATORS REPORT:** City Administrator Wendy Gabriel announced that on Monday, June 22<sup>nd</sup>, at 8:00 a.m. the new restroom will be delivered to the Landings Park. She extended congratulations to the following officers on obtaining their POST Certified Instructors status: Jon Spranget for report writing, Tracy Martin for child abuse, and Rory Johnson for building search and financial crimes. Mrs. Gabriel announced that Ironman will be here on June 21<sup>st</sup>, noting that beginning June 18<sup>th</sup>, the Streets Maintenance Department will begin setting up barricades, Sherman will be closed from Lakeside to 2<sup>nd</sup> Street beginning Thursday June 19<sup>th</sup> after 6:00 p.m., and on Wednesday Independence Point and the 3<sup>rd</sup> Street parking lot will be closed. The Library will also be closed on Sunday, June 21<sup>st</sup> due to the Ironman Event. The 3<sup>rd</sup> Street boating trailer parking area will be closed Wednesday June 17 through Wednesday June 23<sup>rd</sup>. CdA Police Department is hiring new police Officer with testing scheduled for July 20<sup>th</sup> - 24<sup>th</sup> and applications are due June 19<sup>th</sup>. Saturday July 11<sup>th</sup> at 12:00 noon the public is invited to attend a Fallen Heroes Memorial Dedication at Cherry Hill Park. The City is being recognized by AIC with an Achievement Award for the Prescription Drug Turn In program that is organized by the Police Department in conjunction with the Enough is Enough Committee. She noted that overwatering your lawn will not improve the quality of lawns, but will cause runoff of pesticide and fertilizer into the stormwater system. Since Sept. 11, 2001, Fire and Emergency Services have been struggling with the increasing demand and with limited resources, and so they are establishing a Fire Corp volunteer program. Anyone who may be interested in serving on the Fire Corp may e-mail John Miller at jdmill911@aol.com.

ORDINANCE NO. 3362  
COUNCIL BILL NO. 09-1014

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTIONS 1.29.037 RENAMING "MEMORIAL FIELD SKATEBOARD PARK" AS "MEMORIAL FIELD SKATEBOARD AND BMX FREESTYLE PARK" AND REPEALING PARAGRAPH "D" FROM SECTION 10.40.030 PROHIBITING BICYCLES ON MEMORIAL FIELD SKATEBOARD PARK; 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.

STAFF REPORT: Recreation Director Steve Anthony outlined the changes to the Skateboard Park regulations that would allow BMX cyclists to use the ramps at the BMX Freestyle Park. Councilman McEvers noted that by combining these two groups fund raising would be easier and the users may take better care of the combined park.

Motion by Goodlander, seconded by McEvers to pass the first reading of Council Bill No. 09-1014.

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

Motion by Edinger, seconded by Kennedy to suspend the rules and to adopt Council Bill No. 09-1014 by its having had one reading by title only.

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

ORDINANCE NO. 3363  
COUNCIL BILL NO. 09-1015

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, VACATING A PORTION OF PUBLIC RIGHT-OF-WAY, GENERALLY DESCRIBED AS THAT THIRTY FOOT (30') STRIP ADJOINING THE SOUTHERLY BOUNDARY OF TAX #'s 8882 AND 10490 (2619 SELTICE WAY) COEUR D'ALENE, KOOTENAI COUNTY, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Motion by Edinger, seconded by Goodlander to pass the first reading of Council Bill No. 09-1015.

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

Motion by McEvers, seconded by Hassell to suspend the rules and to adopt Council Bill No. 09-1015 by its having had one reading by title only.

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

**PUBLIC HEARING – 2009 CDBG ACTION PLAN:** Mayor Bloem are the rules of order for this public hearing. Renata McLeod, Project Coordinator, gave the staff report.

Mrs. McLeod reported that this is the same plan that had been first presented to the Council previously; however, it now includes several more documents that will be submitted to the HUD authorities. She noted that the deadline for public comments on the Plan is July 1, 2009. She reviewed the goals of the plan and the proposed allocation of funds of \$309,769.00 which will go to land acquisition, community grants, neighborhood revitalization/code enforcement, and sidewalk repairs.

Councilman Hassell asked if we have any requests for grant funds. Mrs. McLeod responded that the City has received a request for repair of a failed sewer line from their home to the city sewer line. The City also has also received several applications that are pending and waiting for the receipt of 3 quotes.

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

**MOTION:** Motion by Kennedy, seconded by Edinger to approve the 2009 CDBG Action Plan and authorize staff to submit the plan as required.

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

**PUBLIC HEARING – A-1-09 – ANNEXATION/ZONING OF FORMER DEARMOND MILL SITE:** Mayor Bloem recused herself from this public hearing. Councilman Edinger acted as Mayor Pro Tem in her absence. Mayor Pro Tem Edinger gave the rules of order for this public hearing. John Stamos, Senior Planner, gave the staff report. John Bruning reported that he lives within the Fort Grounds area but does not have a conflict of interest due to not having any fiduciary interest in this proposal and does not live within 300 feet of the area of request. Councilman Kennedy reported that he works with a member on the NIC Board but does not have a conflict of interest.

Mr. Stamos gave applicant's name as North Idaho College Foundation, the area as a +/- 4.94 acre parcel adjacent to River Avenue and the Spokane River an the DeArmond Mill log storage yard as well as a 5 acre parcel adjacent to Northwest Boulevard and Hubbard Avenue and the reason for the request as annexation with a C-17 (Commercial at 17 units/acre).

He went on to give the staff analyses of land use/neighborhood characteristics, zoning, utilities, and traffic/streets. On May 12, 2009 the Planning Commission recommended

approval of the requested annexation and zoning with the following conditions to be included in the annexation agreement:

1. The repair of the sheet pile bulkhead located on the subject property along the Spokane River to its original standards.
2. Development of subject property will require signalization of the point of access to the adjoining Northwest Boulevard.
3. Language that requires the redesign and reconstruction of River Avenue with any development on site.
4. In some locations within the property, sewer/storm water lines are not located within the easements. Consideration should be given to this condition.

Mr. Stamsos reported that 93 notices of tonight's public hearing were mailed with 5 responses being received: 3 in favor, 0 opposed, and 2 neutral. Written comments were distributed for Council review.

Councilman McEvers asked if community education is included in a C-17 zoning and is that the reason why they are requesting C-17. John Stamsos responded that C-17 is the broadest of zoning and community education is included in this zoning.

#### PUBLIC COMMENTS:

Mark Lyons, 2961 Ponderosa, Hayden Lake, representing NIC (North Idaho College) and NIC Foundation who is the applicant, noted that the current zoning is county industrial and due to the growth of NIC additional land is required. He stated that there is no intent to sell any portion of this land but to grow the NIC campus. In response to requesting a C-17 zoning, this zoning allows the flexibility to expand NIC to be a modern campus which may include commercial retail services, so a typical campus would have retail outlets and service outlets that relate to supplies or technical services offered to the students through businesses that may be privately owned and not necessarily operated by the college. C-17 is the only type of zoning that allows those types of businesses without a special use permit. He noted that it will take decades to develop this property. In regard to a PUD, he feels that it is premature to require a PUD due to the length of time needed to develop this campus. In regard to Tract B it was recommended by the Planning Commission to be C-17 as it is bounded by commercial zones. Tract A may abuts R-17 but it is the existing NIC Campus and the remaining abutting properties are commercial and industrial. . He reiterated that the only plan for this property is the development of the NIC campus and requested approval of the annexation with an annexation agreement.

Michael Beckett, owns homes at 730 and 732 Military Drive, and stated that he is the President of the Fort Grounds Homeowners Association. He commented that he supports higher education but opposes the C-17 zoning and would like to have it annexed under the current zoning as there are no current plans developed that the would require the C-17 zoning. He noted that Boise State University is defined as a modern campus and their zoning is a "university zoning". He described this zoning district as a zoning that allows any activities that are directly related to higher education activity. He believes that since NIC has not been forthcoming with what they are going to do with this property that the existing zoning is most appropriate. He also requested limits on building heights in this area. He noted that the "university zoning" permits 45' of building height within 50' of the zoning boundary and 75' outside the zoning boundaries. He also asked NIC to meet with the Fort Grounds Homeowners Association. Councilman Kennedy asked if the

Association held a formal vote on this stance. He responded that he sent out a notice that these were his views and that if anyone had an objection to this view to let him know and he received no objections to his views thus he believes that his views are those of the homeowners in the Fort Grounds Homeowners Association. Councilman Kennedy noted that he had received three calls today from homeowners in the Fort Grounds area in support of this zoning and annexation as requested and that there was no formal vote of the homeowners association. Mr. Beckett responded that that is correct there was no formal vote. Councilman McEvers asked since Mr. Beckett has been living behind the mill for years, why is it he now objects to a C-17 zoning. Mr. Beckett responded that his concern is that if NIC sells this property then there is uncertainty with what could possibly be constructed on the property. He reiterated that he does not object to higher education. Councilman Goodlander noted that he had sent out an email with his opinion and that if the homeowners did not respond he considered that they were in agreement. Mr. Beckett agreed that that is generally the assumption. Councilman Goodlander again noted that the homeowners meeting was held last Wednesday and his assumption is that since he sent out an e-mail and received no responses that homeowners are in agreement with his views.

Dan Gookin, 627 W. Empire Ave., spoke in opposition to the proposed annexation and zoning. He noted that Tubbs Hill is not zoned C-17. He noted that the Education Corridor should reconsider the zoning of C-17. Councilman Kennedy noted that Mr. Gookin had previously written that he did not want to see expansion of NIC but rather have Condo's be constructed on this site for a better property tax base. Mr. Gookin responded that he could not recall writing that and that he has never supported developing commercial building on this property. He believes that the property should be left as a park for the people. Councilman Kennedy asked one final time if he had ever written any comments regarding placing condo's at this site. Mr. Gookin responded that he did not. Councilman Kennedy noted that Mr. Gookin is running for Council this election. Mr. Gookin concurred that he is going to run for election and asked what Councilman Kennedy's Seat # was.

Christie Wood, 4025 Fairway Dr. and Chairman of the Board of NIC, spoke in support of the proposed annexation and zoning. She reminded the Fort Grounds homeowners that NIC has been a good neighbor for several years and commercial development has never been on their plans outside of a modern campus setting and in fact the NIC Board has opposed the commercial development of this subject property. She refuted the false statements made in a flyer recently distributed to the homeowners that 6 acres of this property will be sold for commercial development. The NIC Board has never discussed selling any portion of land for commercial development. She noted that C-17 gives NIC flexibility and options since the development of property for a higher education campus will take years to develop. She commented that Board members will always be available to the homeowners to discuss their concerns and that the Board meetings are open to the public and welcome the public to attend. Councilman Kennedy asked about the waterfront. Board Chairman Wood responded that the intent is to assure that the waterfront is always open to the public and added that discussion has also been undertaken of placing the Centennial Trail there but there has never been any discussion of selling off the property for commercial development. Councilman Goodlander asked if part of the annexation agreement would include maintaining the waterfront for public access. Board Chairman Wood responded that the NIC Board would have no problem



with that condition. Councilman Hassell recalled seeing plans of the Centennial Trail going down along the education corridor site. Chairman Wood responded that there has been discussion but they have not reached that level of detail. Councilman Kennedy asked how NIC would deal with the fear of neighboring commercial businesses such as restaurants in the area competing with NIC. Board Chairman Wood responded that the Board has not discussed plans for restaurants; however, there are competing businesses that currently exist throughout town.

Mary Souza, 4153 Fairway Drive, Coeur d'Alene, spoke in opposition to the zoning. She believes that NIC and the Foundation have chosen to move forward with the purchase of the mill site with one appraisal that was out of date. She would like to have seen NIC obtain three appraisals of the mill site before purchasing the site. She objected to Chairman Christie Wood's comments that misinformation was distributed. She asked that if the Council does not know the exact type of commercial development to be placed on this property, how the Council can they approve a C-17 zoning.

David Wold, 6319 East Evenmade Road, Hayden, representing the NIC Foundation and who is the intermediary between the Foundation and NIC Board, noted that trust has been mentioned as an issue and that the Foundation will not be selling this property for commercial use. He assured the Council that the Foundation will be selling all the parcels to NIC for educational purposes. He noted that the NIC Board members are elected by the people and thus must have the trust of the community. He added that the length of time in developing this property will be a decision made by our children and our children's children. This is property that will be available to all citizens in perpetuity. He noted that the college has had a long history of working with the Fort Ground Homeowners. He stressed that this is a higher education corridor to help educate our children and who knows in 10-20 years how this property will be utilized. He believes that we need to give as wide an option as possible to the Board of Trustees. C-17 gives them the most options, R-17 and C-17L does not.

Karen Hansen, said she owns property at 732 and 730 Military Drive but did not give her residential address, asked Councilman Kennedy if he is there to represent the public or just NIC and she asked if anyone had called him in opposition to this annexation and zoning. She noted that although the Foundation has stated that they will not sell the property, but the Board has not made the same statement and therefore, she believes that NIC will be selling off property. She noted that there are no specific plans for development but was told the infrastructure will begin immediately and wondered how one can have infrastructure without plans. She asked who is going to pay for the infrastructure to be put in. She noted that the bookstores, retail stores are at NIC and it is zoned R-17 so why would they need to be zoned C-17. She is requesting the Council deny the C-17 zoning. Councilman Hassell responded that the College will pay for the infrastructure unless they have plans for someone else will pay for. She believes that the Council should receive specific plans in writing before a C-17 zoning is approved. Councilman Goodlander noted that Ms. Hansen commented she had heard rumors and wanted to know who she is hearing these rumors from. Mrs. Hansen's response was that she did not recall who she heard the rumors from but she had heard that President Bell said that NIC will be selling 7 acres of the property.

Ron Vieselmeyer, 3776 Sky Harbor Drive, spoke in support of the annexation and C-17 zoning. He noted that at the NIC Board meetings he has never heard any mention of selling any property; however, according to the rumor mill a 5-star hotel is going to be constructed at this site. Councilman Kennedy asked if the Board has any plans to sell a portion of this property. Mr. Visselmeyer's responded that it has never been the intention of the Board to sell any property and he personally does not want to sell any portion of property.

Charlie Miller, 1285 Century Greenwood, Executive Director of the Centennial Trail Foundation, spoke in support of the annexation. He noted that by placing the Centennial Trail along the corridor, it would provide a Class I trail that people are more likely to use than the existing Class 2 trail.

Susan Snedaker, 821 Hastings, Coeur d'Alene, spoke in opposition, and commented that she believes that this annexation request is being rushed. She believes that NIC has had time to master plan the property but they have not done so and believes that NIC should withdraw their request until a Master Plan could be presented to the community. She believes that this is a spot zoning request and is a piece-meal annexation. She also noted that there is no mention of the shoreline protection district in the staff report. She asked the Council to approve the annexation but deny the zoning.

Mark Lyons, summarized that he has been the attorney for NIC for more than 10 years and the community will remember that the expansion of NIC has been discussed for decades. He understands that rumors start and take on a life of their own and having been to the NIC Board meetings, the potential of an education corridor has been mentioned several times over several years and thus the comments that this is coming up too quickly and the public has not had an opportunity to be involved is erroneous. He noted that there have been some suggestions about commercial development; however, until recently this property was owned by the Stimson Lumber Company and when Stimson initially announced they will be selling their property there was a possibility of a commercial developer purchasing this site. NIC is proposing to use this property to develop a modern campus to provide higher education for our citizens and future citizens and the greater region. This property qualifies as C-17 based on definitions and the protections and buffering for the residential community. It is a golden opportunity for this city to have a growing campus and believes the site qualifies for C-17 zoning even absent a specific plan. NIC does not have any plans to develop the property commercially as this is not the mission of NIC. The NIC Foundation also has a mission to support the mission of NIC. He has heard very little argument on what zoning it should be. In regard to the "spot zoning" comment, he noted that except for these two parcels the remaining mill property is currently within the city limits of Cd'A. A C-17 zoning would allow NIC to provide limited retail businesses which provide the services that may be outsourced for students attending the college. He recommends and requests that the Council approve the C-17 zoning. Again he noted that this is a golden opportunity which is consistent with the NIC Board who has held several public meetings on this issue.

#### DISCUSSION:

Councilman Kennedy noted that Bruce Cyr is supportive of this annexation but would prefer a C-17L zoning or a C-17 with a PUD.

Councilman Hassell said that he would be more comfortable with a Master Plan but he also realizes that without being annexed into the city they cannot plan for the sewer, water and roadways. He trusts the NIC Board and that they will do what they said they are going to do. He can support it on less information than if this were a commercial development due to his trust in the Board.

Councilman Goodlander concurs with Councilman Hassell and in this case the parcels are surrounded by C-17, C-17L and it makes sense to zone this C-17 and she too has trust in the NIC Board. She also sees this project as an economic engine for our community and so she will support this zoning.

Councilman McEvers likes the idea of shoreline protection and he likes the idea of what the citizens will get. He really does not see anything wrong with selling a piece of property to get some money back. He noted that we must trust each other and therefore he will support this request.

Councilman Bruning noted that there was mention of access into the Fort Grounds and one of the annexation requirements is to signalize NW Blvd and Hubbard which will open up another access to the Fort Grounds area which is needed. He noted that he has lived in the Fort Grounds for six years and the college has always been a good neighbor and thus he has trust in NIC.

Councilman Edinger noted that we have heard the rumors of selling property but the Council has trust in the Board and have faith in what the Board members have said tonight and the Council will hold them to it.

**MOTION:** Motion by Goodlander, seconded by McEvers to approve the annexation with the C-17 zoning of the former DeArmond Mill site as described, to adopt the Findings and Order of the Planning Commission and to direct staff to negotiate an annexation agreement which is to include waterfront access for the future Centennial Trail and public access and to include the four recommended conditions of the Planning Commission..

#### **DISCUSSION:**

Councilman Kennedy noted that the agreement will come before the Council and so tonight is not the end of this discussion. He also noted that there is a group of experts that will be here in August that will be providing their services free to the community to help develop the site. He noted that education has to prosper in order for the community to prosper.

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

#### **EXECUTIVE SESSION:**

Motion by Hassell, seconded by Goodlander to enter into Executive Session as provided by I.C. 67-2345 §C: To conduct deliberations concerning labor negotiations or to acquire an interest in real property not owned by a public agency

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

The Council went into Executive Session at 8:30 p.m. Members present were by Mayor, City Council, City Administrator, Deputy Administrator, and City Attorney.

Matters discussed were those of labor negotiations and litigation. No action was taken and the Council returned to their regular meeting at 8:50 p.m.

**SEPARATION INCENTIVES:** Motion by Hassell, seconded by Kennedy to approve the separation incentive agreements for those staff who have accepted the incentive proposal. Motion carried.

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

The meeting adjourned at 8:50 p.m.

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Sandi Bloem, Mayor

ATTEST:

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Susan K. Weathers, CMC  
City Clerk

RESOLUTION NO. 09-025

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 A LEASE AGREEMENT WITH ST. VINCENT DEPAUL FOR CITY BUILDING AT 201 HARRISON; ACCEPTANCE OF KOOTENAI COUNTY EMERGENCY OPERATIONS PLAN; DECLARATION OF SURPLUS PROPERTY FOR FIRE STATION NO. 1; AWARD OF BIDS FOR 4<sup>TH</sup> STREET BIKE RACKS TO TEAM YOUNGSTONE, ALAN DODGE AND TYREE KEARNS; AWARD OF CONTRACT-CDBG GRANT ADMINISTRATIVE SERVICES TO PANHANDLE AREA COUNCIL; AWARD OF BID – NEIDER AVENUE IMPROVEMENT PROJECT; DECLARATION OF SURPLUS PROPERTY FOR COEUR D'ALENE TV EQUIPMENT; MEMORANDUM OF UNDERSTANDING WITH WASHINGTON STATE TASK FORCE ONE; CHANGE ORDER NO 1 - GE/ZENON FOR WASTEWATER TREATMENT PLANT PILOT EQUIPMENT; AND AGREEMENT WITH STRATA GEOTECHNICAL FOR SPECIAL INSPECTION SERVICES FOR WASTEWATER DIGESTER 2 REPAIR; SS-16-07-FINAL PLAT APPROVAL AND MAINTENANCE WARRANTY AGREEMENT FOR SUNRISE COMMERCIAL PARK, 1ST ADDITION; SS-1-09 - FINAL PLAT APPROVAL AND SUBDIVISION IMPROVEMENT AGREEMENT FOR ZANETTI SUBDIVISION AND A LEASE AGREEMENT WITH NEIDER HOUSE, LTD FOR HOWARD AND NEIDER AVENUE PROPERTY.

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

- A. Lease Agreement with St. Vincent DePaul for City building at 201 Harrison;
- B. Acceptance of Kootenai County Emergency Operations Plan;
- C. Declaration of Surplus Property – Fire Station No. 1;
- D. Award of Bids – 4<sup>th</sup> Street Bike Racks;
  - 1- Team Youngstone
  - 2 - Alan Dodge
  - 3 - Tyree Kearns;
- E. Award of Contract – CDBG Grant Administrative Services to Panhandle Area Council;
- F. Award of Bid – Neider Avenue Improvement Project;
- G. Declaration of Surplus Property - Coeur d'Alene TV Equipment;

- H. Memorandum Of Understanding With Washington State Task Force One;
- I. Change Order No 1 - Ge/Zenon For Wastewater Treatment Plant Pilot Equipment;
- J. Agreement With Strata Geotechnical For Special Inspection Services For Wastewater Digester 2 Repair;
- K. SS-16-07 - Final Plat Approval and maintenance warranty agreement for Sunrise Commercial Park, 1st Addition;
- L. SS-1-09 - Final Plat Approval and Subdivision Improvement Agreement for Zanetti Subdivision;
- M. Lease Agreement with Neider House, LTD for Howard and Neider Avenue property;

AND;

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements or other actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits "A through L" 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 7th day of July, 2009.

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Sandi Bloem, Mayor

ATTEST

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Susan K. Weathers, City Clerk

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

ROLL CALL:

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

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

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

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

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

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

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

## Staff Report

DATE: June 22, 2009

FROM: Troy Tymesen, Finance Director

RE: Lease of City owned property at 201 Harrison Avenue to St. Vincent de Paul of Coeur d'Alene

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**DECISION POINT:** To authorize the attached lease agreement with St. Vincent de Paul of Coeur d'Alene, for a twelve-month term beginning July 1, 2009. There is an option to renew the lease annually for up to three additional terms.

**HISTORY:** The City of Coeur d'Alene owns the structure at 201 Harrison Avenue, which is the previous location of the Public Library. The building was previously leased to the Salvation Army.

**FINANCIAL ANALYSIS:** The lease payment for the first twelve months is set at \$1,500.00, with the Lessee responsible for all utility payments as well as grounds maintenance. The lease has a 3% annual escalation clause. There is a Sale of Building clause that informs the lessee that the City may sell the building with proper notice.

**PERFORMANCE ANALYSIS:** The building will be used as professional office space, also known as the Helping Empower Local People (H.E.L.P.) Center. The goal is to have a "one stop" center to provide crucial services to the homeless and those in need.

**DECISION POINT/RECOMMENDATION:** To authorize the attached lease agreement with St. Vincent DePaul of Coeur d'Alene, for a twelve-month term beginning July 1, 2009. There is an option to renew the lease annually for up to three additional terms.



## LEASE AGREEMENT

THIS LEASE entered into this 1st day of July, 2009 by and between the **City of Coeur d'Alene**, hereinafter called "Lessor," and **St. Vincent de Paul of Coeur d'Alene**, hereinafter called "Lessee."

1. **NONSTANDARD PROVISIONS.** The following provisions constitute the nonstandard provisions of this Lease as referred to elsewhere herein:
  - a. **Floor Area:** The agreed floor area of the premises is Nine Thousand sixty four square feet (9,064 sf), of those premises, with additional sub-structure of three thousand eight hundred fifty-eight (3,858) square feet on the following described real property located in 201 E. Harrison Avenue, Coeur d'Alene, County, Idaho. The legal description of this property is as follows: Lot 7,8,9,10,11, and 12, Block 40 Amended plat of Sherman Addition, according to the plat recorded in the office of the County Recorder in Book B of Plats at Page 77, records of Kootenai County Idaho, excepting there from the South 2 feet of lot 7. A map of the subject real property is attached hereto as Exhibit 1 and incorporated herein by this reference.
  - b. **Term:** The lease term shall be twelve (12) months commencing on July 1, 2009 and ending on June 30, 2010. There is an option to renew the lease annually for up to three additional terms.
  - c. **Lease Rate:** The lease shall be due by the first day of the month. Said sum shall be one thousand and five hundred and no/100 (\$1,500.00) Dollars. Annually the lease will increase by three (3%) percent.
  - d. **Use:** The premises shall be used for professional office space, also known at the Helping Empower Local People (H.E.L.P) Center.
2. **PREMISES.** Lessor hereby Leases to Lessee, and Lessee hereby Leases from Lessor, upon the terms and conditions herein set forth, 201 Harrison Avenue, Coeur d'Alene, Idaho 83814. The area so Leased is herein called "Premises."
3. **TERM.** The Lease term shall be as stated in paragraph 1b.
4. **LEASE PAYMENT.** The lease payment described in paragraph 1.c. shall be due on the first day of the month. Said payment shall be paid to Lessor at Attn: Finance Department, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814. A late charge of twelve percent (12%) per annum or Twenty-five (\$25.00) dollars whichever is greater will be charged on payments received after the tenth (10) day of the month.
5. **TENANT IMPROVEMENTS:** Lessor shall allow Lessee Zero (\$0.00) dollars per square foot for Tenant Improvements.

6. **USE.** The premises shall be used only for the purpose set forth in paragraph 1.d. Lessee shall observe such reasonable rules and regulations set forth by Lessor.
7. **COMPLIANCE WITH THE LAW:** Lessee shall, at Lessee's expense comply with all applicable statutes, ordinances, rules, regulations, orders, covenants and restrictions of record. Lessee shall not use or permit use of the Premises in any manner that will tend to create a waste or nuisance.
8. **POSSESSION.** If Lessor fails to deliver possession of Premises ready for occupancy at the commencement of the Lease term, Lessor shall not be liable for any damage caused thereby, nor shall this Lease become void or voidable, nor shall the Lease term be extended; but in such case, Lessee shall not be obligated to pay rent or perform any of the obligations of Lessee under the terms of this Lease until possession of the Premises is tendered to Lessee. If Lessee occupies the Premises prior to the Commencement Date, such occupancy shall be subject to all the provisions of this Lease and such occupancy shall not change the termination date of said Lease.
9. **ACCEPTANCE OF PREMISES.** The taking of possession by Lessee shall be deemed Lessee's agreement and acknowledgment that the Premises is in a tenantable and good condition, and that Lessor has completed all work agreed to be accomplished by Lessor at Lessor's expense under the terms of this Lease to prepare the Premises for Lessee's occupancy. Lessor agrees to allow Lessee use of any identified furniture during the lease term identified in 1b.
10. **UTILITIES.** Lessee shall pay timely, when and as due, all charges for utilities furnished to, used upon or charged against said premises during the term hereof, including but not limited to charges for telephone, water, sewer, garbage, electricity, gas, oil or other heating facility; provided.
11. **CARE OF PREMISES, REPAIRS AND ALTERATION.** Lessee shall take good care of the Premises. Lessee shall, at the termination of this Lease by the expiration of time or otherwise, surrender and deliver up Premises to Lessor in as good condition as when received by Lessee from Lessor or as thereafter improved, reasonable use and wear and insured damage by fire or other casualty, excepted. Lessee hereby waives any right to make repairs at Lessor's expense. Lessee shall not make any alterations, additions or improvements in or to the Premises, or make changes to locks on doors, or add, disturb or in any way change any plumbing or wiring without first obtaining written consent of Lessor, which consent shall not be unreasonably withheld. All damage or injury done to Premises by Lessee or by any person who may be in or upon Premises with the consent of Lessee, shall be paid for by Lessee and Lessee shall pay for all damage to the Building caused by Lessee's misuse of Premises or the appurtenances thereto. Lessor may make any alterations or improvements which Lessor may deem necessary or advisable for the preservation, safety or improvement of Premises or Building; they will be made at times convenient to Lessee. All alterations, additions and improvements, except fixtures

12. **SPECIAL IMPROVEMENTS.** Lessee shall reimburse Lessor for Lessor's costs of making all special improvements required by Lessee, including, but not limited to, counters, partitioning, electrical and telephone outlets and plumbing connections, as being furnished by Lessor. No special improvements shall commence prior to written agreement by Lessee.
13. **ENTRY AND INSPECTION.** Lessee shall permit Lessor or its agents to enter into and upon Premises at all reasonable times on reasonable notice and during normal business hours unless otherwise agreed by Lessor and Lessee for the purpose of inspecting the Premises or Building or for the purpose of cleaning, repairing, altering or improving the Premises or Building. Nothing contained in this paragraph 13 shall be deemed to impose any obligation upon Lessor not expressly stated elsewhere in this Lease. When reasonably necessary, Lessor may temporarily close entrances, doors, corridors, elevators or other facilities without liability to Lessee by reason of such closure and without such action by Lessor being construed as an eviction of Lessee or relieve Lessee from the duty of observing and performing any of the provisions of this Lease. Lessor shall have the right to enter Premises for the purpose of showing Premises to prospective tenants for a period of 180 days prior to the expiration of the Lease term. Lessor shall not enter the premises outside of business hours unless communicated in advance to Lessee.
14. **DAMAGE OR DESTRUCTION BY FIRE OR OTHER CASUALTY.** If the Premises shall be destroyed or rendered untenable, either wholly or in part, by fire or other unavoidable casualty, Lessor may, at its option, restore the Premises to their previous condition, and in the meantime the rent shall be abated in the same proportion as the untenable portion of the Premises bears to the whole thereof; provided, however, that Lessor may in its sole discretion, within thirty (30) days after the happening of such casualty, notify Lessee of its election not to restore said Premises, in which event this Lease shall terminate.
15. **WAIVER OF SUBROGATION.** Notwithstanding anything to the contrary contained herein, Lessor and Lessee do each hereby release and relieve the other from responsibility for and waive their entire claim of recovery for:
- a. Any loss or damage to the real or personal property of either party located anywhere in the building, and including the building itself, arising out of or incident to the occurrence of any of the perils which may be covered by any casualty insurance policy, with extended coverage endorsement, in common use in the Coeur d'Alene locality,

- b. Loss resulting from business interruption at the premises or loss of rental income from the building, arising out of or incident to the occurrence of any of the perils which may be covered by a business interruption insurance policy and by the loss of rental income insurance policy in common use in the Coeur d'Alene locality.
- c. To the extent that such risks under "a" and "b" are in fact covered by insurance, each party shall cause its insurance carriers to consent to such waiver and to waive all rights of subrogation against the other party.

16. **LIABILITY INSURANCE.** A certificate of insurance evidencing carriage shall be provided to Lessor at the inception of possession. Lessee shall, at all times during the term hereof and at Lessee's cost and expense, maintain in effect bodily injury and property damage insurance adequate to protect Lessor and naming Lessor as an additional named insured against liability for injury to or death of any person or damage to property in connection with the use, operation or condition of the Premises, in an amount not less than \$1,000,000.00.

17. **ACCIDENTS AND INDEMNITY BY LESSEE.** Lessee shall defend and indemnify Lessor, and save it harmless from and against any and all liability, damages, costs, or expenses, including reasonable attorneys fees, arising from any act, omission, negligence or willful misconduct of Lessee, or the officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors of Lessee in or about the premises, or, arising from any accident, injury, or damage, whatsoever and by whomsoever caused, to any person or property occurring in or about the premises; provided that the foregoing provision shall not be construed to make Lessee responsible for loss, damage, liability or expense resulting from injuries to third parties caused by the gross negligence or willful misconduct of Lessor, or of any officer, contractor, licensee, agent, servant, employee, guest, invitee or visitor of Lessor.

Lessor shall not be liable for any loss or damage to person or property sustained by Lessee, or other person, which may be caused by the building or the premises, or any appurtenances thereto, being out of repair by the bursting or leakage or any water, gas, sewer, or steam pipe, or by theft, or by any act or neglect of any tenant or occupant of the Building, or of any other person, or by any other cause, unless caused by the gross negligence or willful misconduct of Lessor.

18. **ASSIGNMENT AND SUBLETTING.** Lessee shall not assign this Lease, nor any interest herein, and the Lease, or any interest hereunder, shall not be assigned by operation of law, and Lessee will not sublet said Premises to a third party or parties without first obtaining the written consent of Lessor; which consent shall not be unreasonably withheld or delayed. In the event such written consent shall be given, no other subsequent assignment, subrental or subletting shall be made without the prior written consent of Lessor, which consent shall not be unreasonably withheld. It shall be reasonable for Lessor to condition its consent to any requested assignment or subletting upon receipt of a written agreement from both Lessee and Lessee's proposed assignee or sublessee stating that to the extent the rent or other

consideration to be paid by the proposed assignee or sublessee exceeds the then-applicable rent called for hereunder, such excess shall be paid directly to the Lessor.

19. **SIGNS.** Subject to Lessor's prior written consent, Lessee may erect and maintain any appropriate and legal signs on the building and premises, at its own expense and remove such signs without damage to the building or premises upon termination of the lease or Lessee's occupancy.
20. **LIENS AND INSOLVENCY.** Lessee shall keep the premises and the building free from any liens arising out of any work performed, materials ordered or obligations incurred by Lessee. If Lessee becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, assignee or other liquidating officer is appointed for the business of Lessee, then Lessor may cancel and terminate this Lease at Lessor's option.
21. **DEFAULT AND RE-ENTRY.** Except for a default under the preceding paragraph for which immediate right of termination is given Lessor, if Lessee fails to pay when due any amounts due under this Lease, or to perform any other covenant under this Lease within thirty (30) days after written notice from Lessor stating the nature of the default, Lessor may cancel this Lease and re-enter and take possession of premises using all necessary force to do so; provided, however, that if the nature of such default is such that the same cannot reasonably be cured within such thirty (30) day period, Lessee shall not be deemed to be in default if Lessee shall within said period commence such cure and thereafter diligently prosecute the same to completion. Notwithstanding any retaking of possession by Lessor, Lessee's liability for the rent provided herein shall not be extinguished for the balance of the term of this Lease. Upon such default, cancellation or re-entry, Lessor may elect either:
  - a. to terminate this Lease or;
  - b. without terminating this Lease, to relet or attempt to relet all or any part of the Premises upon such terms and conditions as Lessor may deem advisable, in which event the rents received on such reletting shall be applied first to the expenses of reletting and collection, including necessary renovation and alteration of the Premises, reasonable attorneys' fees and real estate commissions paid, and thereafter to payment of all sums due or to become due Lessor hereunder.

In either event, liability of Lessee for full rental provided for herein shall not be extinguished for the balance of the term of this Lease, and Lessee covenants and agrees to make good to Lessor any deficiency arising from a re-entry and reletting of the Premises at a lesser rental than the rental herein agreed to, and Lessor may bring an action therefor as such monthly deficiency shall arise. If Lessor elects the latter, it shall have the right to let any other available space in the office building before reletting or attempting to relet the premises, and such action by Lessor shall not relieve Lessee from any of Lessee's obligations hereunder. Lessee hereby waives all claims for damages that may be caused by Lessor's re-entry and taking possession of premises or removing and storing the property of Lessee as provided in this Lease,

and Lessee will save Lessor harmless from loss, costs or damages caused to Lessor. Such re-entry shall be considered a forcible entry.

22. **REMOVAL OF PROPERTY.** If Lessee shall fail to remove any of its personal property from the premises or the building at the termination of this Lease Lessor may, at its option, remove and store said property without liability for loss thereof or damage thereto, such storage to be for the account and at the expense of Lessee. If Lessee does not pay the cost of storing such property after it has been stored for a period of thirty (30) days or more, Lessor, may at its option, sell, or permit to be sold, any or all of such property at public or private sale, in such manner and at such time and place as Lessor shall select. The Lessor shall apply proceeds of such sale first to the cost and expense of said sale, including reasonable attorneys' fees actually incurred, second, to the payment of the costs or charges for storing any such property, third, to the payment of any other obligations which may then be or thereafter become due to Lessor, and fourth, the balance, if any, to Lessee.
23. **OPTION TO RENEW.** Lessee is hereby granted an option to renew this lease for up to (3) three additional periods of twelve (12) months beginning July 1, 2010, upon the same terms and conditions as this lease, except that the lease payment for said renewal period shall increase by three (3) three percent per year. In order to exercise this option to renew, Lessee shall on or before sixty (60) days prior to the termination of this lease, serve upon Lessor a written notice of their intention to renew this lease.
24. **NON-WAIVER.** Waiver by Lessor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease, other than the failure of Lessee to pay the particular rental so accepted regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent of this Lease.
25. **SURRENDER OF POSSESSION.** Upon termination of this Lease, whether by lapse of time or otherwise, Lessee shall promptly and peacefully surrender premises to Lessor.
26. **HOLDOVER.** If Lessee shall, with the written consent of Lessor, hold over after the expiration of the term of this Lease, such tenancy shall be a month-to-month tenancy, which may be terminated with thirty (30) days written notice by either party. During such tenancy the Lessee agrees to pay to Lessor an amount equal to 100% of the lease payment provided for herein, and to be bound by all terms, covenants and conditions of the Lease.
27. **SUBORDINATION TO MORTGAGE.** Lessee agrees that this Lease shall be subordinate to any mortgage that may hereafter be placed by Lessor upon the land and building and all renewals, replacements and extensions thereof; provided that the

28. **CONDEMNATION.** If the whole of premises, or if a portion of the facilities in the Building as may be required for the reasonable use of premises, shall be taken by virtue of any condemnation or eminent domain proceeding, this Lease shall automatically terminate as of the date of such condemnation, or as of the date possession is taken by the condemning authority, whichever is earlier. Current rent shall be apportioned as of the date of such termination.

In the event of a partial taking of premises, this Lease shall continue in full force and effect and the rental shall be equitably reduced based on the proportion by which the floor area of premises is reduced. Rent reduction shall be effective on the date of such partial taking.

No award for any partial or entire taking shall be apportioned, and Lessee hereby assigns to Lessor any award which may be made in such taking or condemnation together with any and all rights of Lessee now or hereafter arising; provided, however, that nothing herein shall be deemed to give Lessor any interest in or to require Lessee to assign to Lessor any award made to Lessee for the interruption of or damage to Lessee's business or for Lessee's moving expenses or the value of Lessee's property, if any, located on the premises.

29. **SALE OF BUILDING.** Notwithstanding any other provision of this agreement, the Lessor, in its sole discretion, may choose to sell the building at any time. The Lessee will be given six months notice of the Lessor's intention to sell the property. This lease will automatically terminate and Lessee will surrender possession of the premises to the Lessor at the expiration of the six month notice period.

30. **TAX ON RENTAL.** The rent stated in paragraph 1.e. is exclusive of any sales, business and occupation, or any other tax based upon or measured by rents payable to Lessor hereunder. If during the Lease term any such tax becomes payable by Lessor to any governmental authority, the rent hereunder shall be deemed increased to net Lessor the same rent after payment by Lessor of any such tax as would have been payable to Lessor prior to the imposition of such tax. The foregoing does not apply to income, inheritance, gift or succession taxes payable by Lessor

31. **NOTICES.** All notices under this Lease shall be in writing and delivered in person or sent by certified mail to Lessor's representative at the same place rent payments are made, and to Lessee at the Premises or such address as may hereafter be designated by either party in writing. Notices mailed shall be deemed given on the date of such mailing.

32. **COSTS AND ATTORNEYS' FEES.** If Lessee or Lessor shall bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease, including any suit by Lessor for the recovery of rent or possession of the Premises, the losing party shall pay the prevailing party reasonable attorneys' fees and costs in such suit.
33. **LANDLORD LIEN.** Lessee hereby grants to Lessor a lien and security interest in Lessee's property located on the Premises. Such property shall be and remain subject to such lien and security interest of Lessor for payment of all rent and other sums agreed to be paid by Lessee herein. Said lien and security interest shall be in addition to and cumulative with the Lessor's liens provided by law. This lease shall constitute a security agreement under the Idaho Uniform Commercial Code ("UCC") so that Lessor shall have and may enforce a security interest including, but not limited to, all fixtures, machinery, equipment, furnishings and other articles of personal property. Lessee shall execute as debtor such financing statement or statements as Lessor may now or hereafter reasonably require in order that such security interest or interests may be perfected pursuant to the UCC. Lessor may, at its election, at any time file a copy of this Lease as a financing statement. Lessor, as secured party, shall be entitled to all of the rights and remedies afforded a secured party under the UCC.
34. **QUIET ENJOYMENT.** Lessor warrants that is has full right to execute and perform the Lease and to grant the estate demised herein, upon payment of rent by Lessee; and upon Lessee's performance of all the covenants, terms and conditions Lessee shall peaceably and quietly hold and enjoy the Premises for the term hereby demised, without hindrance or interruption by the Lessor.
35. **CAPTIONS, CONSTRUCTION, and GOVERNING LAW.** The title to paragraphs of this Lease are for convenience only and shall have no effect upon the construction or interpretation of any part thereof. This Lease shall be construed and governed by the laws of the State of Idaho.
36. **LESSOR'S CONSENT.** Whenever Lessor's consent is required under the terms hereof, such consent shall not be unreasonably withheld.
37. **SUCCESSORS.** All of the covenants, agreements, terms and conditions contained in this Lease shall apply to and be binding upon Lessor and Lessee and their respective heirs, executors, and assigns.
38. **OTHER AGREEMENTS.** This Lease supersedes any and all other agreements whether written or oral which have or may have existed in the past between Lessor and Lessee.
39. **AUTHORITY.** Lessee warrants that he has all power and authority to enter into and execute this Lease and to perform the obligations of Lessee hereunder.



IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease Agreement on the date first above written.

**LESSOR:**  
**City of Coeur d'Alene**  
**Kootenai County, Idaho**

**LESSEE:**  
**St. Vincent de Paul of Coeur d'Alene**

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

**By:** \_\_\_\_\_  
**Its:** \_\_\_\_\_

**ATTEST:**

**ATTEST:**

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

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

## ACKNOWLEDGMENTS

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this 7th day of July, 2009, before me, a Notary Public, personally appeared **Sandi Bloem** and **Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

\*\*\*\*\*

[illegible]

On this 7th day of July, 2009, before me, a Notary Public, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_, of **St. Vincent de Paul of Coeur d'Alene** and the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

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



# Staff Report

**To:** General Services Committee  
**Date:** June 22, 2009  
**From:** Kenny Gabriel, Fire Chief  
**Re:** Kootenai County Emergency Plan

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**DECISION POINT:** For Mayor and Council to accept the revised Kootenai County Emergency Operations Plan (EOP).

**HISTORY:** The City of Coeur d'Alene has been an active part of Emergency Planning both in our City and region wide. We have worked under the prior EOP and are aware of changes and approve of the revised plan. Your Fire and Police Departments are full supporters of the Incident Command System and always use a "Unified Command" system when multi agencies are involved. The EOP does a great job in clearly defining roles for all responders and their specific duties at an emergency incident.

**FINANCIAL ANALYSIS:** There is no negative financial impact to the City. If a large incident or a disaster were to occur, the City could see large savings by working in conjunction with the plan.

**PERFORMANCE ANALYSIS:** It is always in our best interest to be part of a regional plan and work together with surrounding entities. The EOP gives the municipality where the incident has occurred full authority to manage the incident as they see fit. The EOP lends support to the Incident Commander and the municipality.

**QUALITY OF LIFE ANALYSIS:** Pre-set plans are essential in the midst of an emergency. Being part of the County EOP allows us to utilize resources on a regional level which aids our ability to handle large and small scale emergencies in an efficient manner.

**DECISION POINT/RECOMMENDATION:** For Mayor and Council to accept and participate in the Kootenai County Emergency Plan.

**NOTICE OF ACCEPTANCE AND PARTICIPATION**  
**IN KOOTENAI COUNTY EMERGENCY OPERATIONS PLAN**

The City of Coeur d'Alene hereby accepts the Kootenai County Emergency Operations Plan dated May 5, 2009. We agree to coordinate planning and response efforts and to offer reasonable assistance in times of a disaster emergency. Our participation in the Plan will not be construed to increase our liability in any manner except for our own conduct or as otherwise specifically agreed within the context of the Kootenai County Emergency Operations Plan.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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

RECEIVED by the County Clerk this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Dan English, County Clerk

Cc: Kootenai County Office of Emergency Management

# Staff Report

Date: 6-9-2009

To: General Services Committee

From: Jim Washko, Fire Department

Re: Surplus items of no value

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DECISION POINT: To allow us to donate surplus item of no real value to a local charity if they will accept them, if not allow us to take the items to the dump to be disposed of.

HISTORY: During the remodel of Station 1 we have cleaned out years of stuff that has lost it's value due to extensive usage or is no longer of service to the fire department or the city.

FINANCIAL ANALYSIS: Do to the fact that last time we took items of this sort to the auction house most of it was rejected and our sales value was minimal. We feel that the items would be better served if they were donated to an organization that cold use them for the betterment of our community.

THE ITEMS ARE LISTED BELOW

DECISION POINT/RECOMMENDATION: To approval the donation of items that are no longer of value to the fire department or the city.

3 Refrigerators  
3 Metal Filing cabinets  
1 Steel Shop Table  
3 Office Desks  
1 Microwave Stand  
1 Book Shelf

## **Staff Report**

**DATE: June 16, 2009**

**FROM: Steve Anthony, Arts Commission Liaison**

**SUBJECT: 4<sup>th</sup> Street Bike Racks**

**Decision Point:**

To recommend to the City Council to accept the recommendation of the Arts Commission for Bike Rack Art on 4<sup>th</sup> street in Midtown and to enter into a contract with the Artists.

**History:**

The Arts Commission has identified the Midtown area as a potential location for Art. The Sub Committee met three times and also solicited input from the Fourth Street Merchants. The racks will be installed in August at four locations.

**Financial Analysis:**

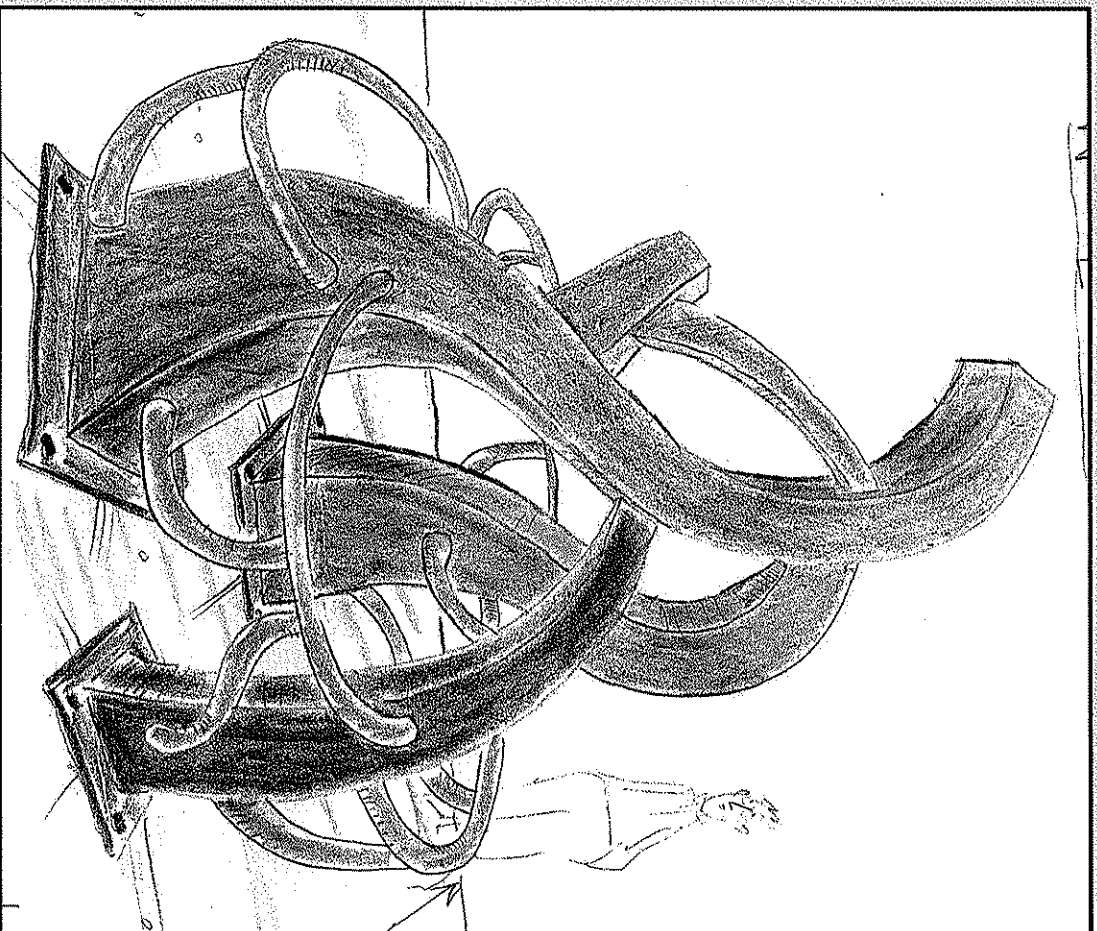
The total amount budgeted for the art is \$5,000.00 per bike rack for a total of \$20,000.00. These are dedicated funds and can only be used for Public Art.

**Performance Analysis:**

The contracts will be awarded to the following; Team Youngstone for Basalt Tower of Leaves, Team Youngstone for Fishbone, Alan Dodge for Well Connected and Tyree Kerns for Bicycle Chain.

**Decision Point:**

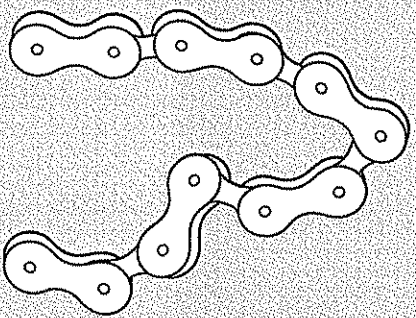
To recommend to the City Council that the Legal Department be instructed to prepare the contracts for the Midtown Bike Rack Artists.



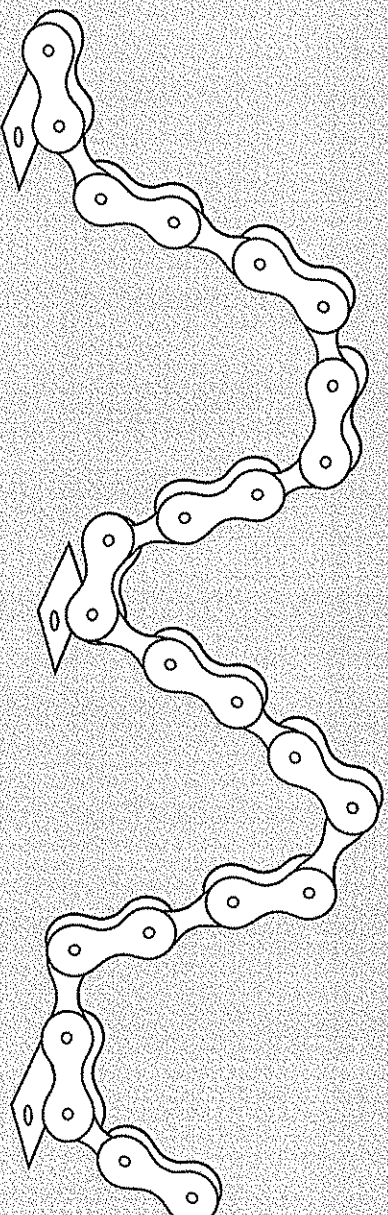
# Well Connected

## Alan Dodge



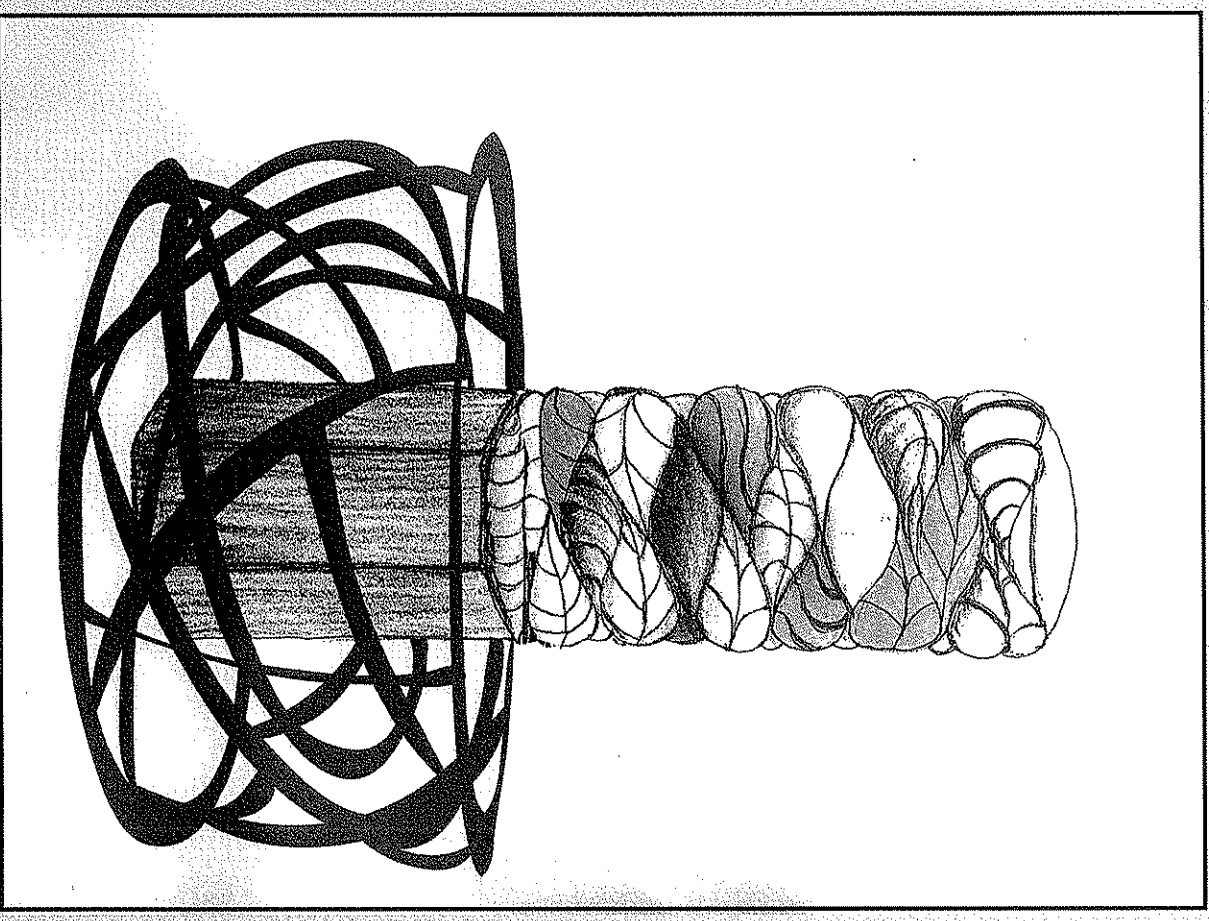


**and / or**

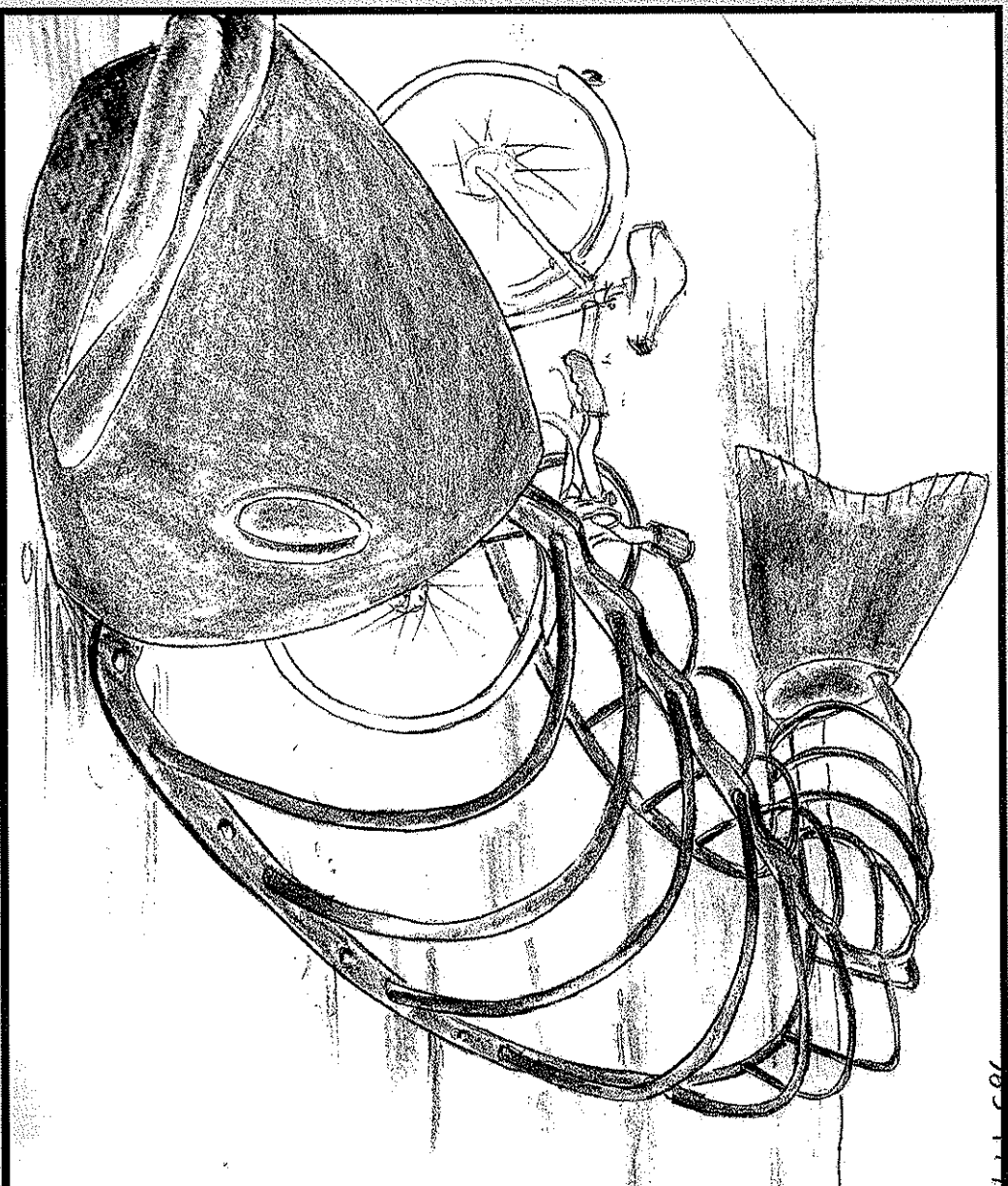


# Bicycle Giant Chain Tyree Kerns

# Basalt Tower of Leaves Team Youngstone



# Fishbone Team Youngstone





## SERVICES AGREEMENT

Between

THE CITY OF COEUR D'ALENE

and

ALAN DODGE

for

CREATION AND INSTALLATION OF BIKE RACK PUBLIC ART

FOR MIDTOWN IMPROVEMENTS

THIS CONTRACT, made and entered into this 7th day of July, 2009, between the CITY OF COEUR D'ALENE, Kootenai County, Idaho, a municipal corporation and political subdivision of the state of Idaho, hereinafter referred to as the "City," and Alan Dodge, whose address is 1055 Government Way Coeur d'Alene, Idaho 83814 W I T N E S S E T H:

Section 1.     Employment of the Artist. The City hereby agrees to engage the Artist to perform the services for design, construction, placement, installation and installation supervision of the Bike Rack Art for the Mid Town Street Improvements as hereinafter set forth in Artist's proposal attached hereto and incorporated herein as Exhibit "1."

Section 2.     Personnel.

A.     The Artist represents that Artist will perform the services under this contract and shall not be an employee of the City.

B.     All of the services required hereunder will be performed by the Artist.

Section 3.     Time of Performance. The services of the Artist shall commence upon execution of this contract by the Mayor and shall be completed within two (2) months of this contract being fully executed.

Section 4.     Compensation.

A.     Subject to the provisions of this agreement, the City shall pay the Artist a total of \$5,000.00 Five Thousand    Dollars and No/100 Dollars (\$5,000) for services, payable as follows:

1. \$2,500 at the start of the project
2. \$1,500 at fabrication completion
3. \$1,000 thirty (30) days after installation of the art object

B. Except as otherwise provided in this agreement, the City shall not provide any additional compensation, payment, use of facilities, service or other things of value to the Artist in connection with performance of contract duties.

Section 5. Installation. The Artist is responsible for all cost associated with Installation of the Bike Rack.

Section 6. Assignability. The Artist shall not delegate duties or otherwise subcontract work or services under this contract. The Artist may use other individuals working under his supervision to assist him in the construction and the installation of the public art object.

Section 7. Interest of the Artist. The Artist covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract.

Section 8. Relationship of the Parties. The Artist shall perform his obligations hereunder as an independent contractor of the City. The City may administer this contract and monitor the Artist's compliance with this agreement but shall not supervise or otherwise direct the Artist except to provide recommendations and to provide approvals pursuant to this agreement.

Section 9. Hold Harmless. Artist shall furnish and install barriers to prevent accidents while installing the public art object on the site and hold the city harmless from all claims for injury to person or property resulting from the Artist's actions or omissions in performance of this agreement.

Section 10. Warranties.

A. The Artist shall not be responsible for the maintenance of the public art object or for any damages resulting from the City's failure to maintain the public art object nor from any causes beyond the control of the Artist.

B. The Artist shall obtain from the supplier and provide to the City a warranty on materials associated with the public art.

Section 11. Ownership. The City shall maintain ownership and all rights to the public art object once it is completed and installed.

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

CITY OF COEUR D'ALENE

ARTIST

\_\_\_\_\_  
Sandi Bleom, Mayor

\_\_\_\_\_  
Alan Dodge

ATTEST:

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

## SERVICES AGREEMENT

Between

THE CITY OF COEUR D'ALENE

and

TYREE KEARNS

for

CREATION AND INSTALLATION OF BIKE RACK PUBLIC ART

FOR MIDTOWN IMPROVEMENTS

THIS CONTRACT, made and entered into this 7th day of July, 2009, between the CITY OF COEUR D'ALENE, Kootenai County, Idaho, a municipal corporation and political subdivision of the state of Idaho, hereinafter referred to as the "City," and Tyree Kearns, whose address is 12784 N. Government Way, Hayden, Idaho 83835 W I T N E S S E T H:

Section 1.     Employment of the Artist. The City hereby agrees to engage the Artist to perform the services for design, construction, placement, installation and installation supervision of the Bike Rack Art for the Mid Town Street Improvements as hereinafter set forth in Artist's proposal attached hereto and incorporated herein as Exhibit "1."

Section 2.     Personnel.

A.     The Artist represents that Artist will perform the services under this contract and shall not be an employee of the City.

B.     All of the services required hereunder will be performed by the Artist.

Section 3.     Time of Performance. The services of the Artist shall commence upon execution of this contract by the Mayor and shall be completed within two (2) months of this contract being fully executed.

Section 4.     Compensation.

A.     Subject to the provisions of this agreement, the City shall pay the Artist a total of \$5,000.00 Five Thousand Dollars and No/100 Dollars (\$5,000) for services, payable as follows:

1. \$2,500 at the start of the project
2. \$1,500 at fabrication completion
3. \$1,000 thirty (30) days after installation of the art object

B. Except as otherwise provided in this agreement, the City shall not provide any additional compensation, payment, use of facilities, service or other things of value to the Artist in connection with performance of contract duties.

Section 5. Installation. The Artist is responsible for all cost associated with Installation of the Bike Rack.

Section 6. Assignability. The Artist shall not delegate duties or otherwise subcontract work or services under this contract. The Artist may use other individuals working under his supervision to assist him in the construction and the installation of the public art object.

Section 7. Interest of the Artist. The Artist covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract.

Section 8. Relationship of the Parties. The Artist shall perform his obligations hereunder as an independent contractor of the City. The City may administer this contract and monitor the Artist's compliance with this agreement but shall not supervise or otherwise direct the Artist except to provide recommendations and to provide approvals pursuant to this agreement.

Section 9. Hold Harmless. Artist shall furnish and install barriers to prevent accidents while installing the public art object on the site and hold the city harmless from all claims for injury to person or property resulting from the Artist's actions or omissions in performance of this agreement.

Section 10. Warranties.

A. The Artist shall not be responsible for the maintenance of the public art object or for any damages resulting from the City's failure to maintain the public art object nor from any causes beyond the control of the Artist.

B. The Artist shall obtain from the supplier and provide to the City a warranty on materials associated with the public art.

Section 11. Ownership. The City shall maintain ownership and all rights to the public art object once it is completed and installed.



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

CITY OF COEUR D'ALENE

ARTIST

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Sandi Bleom, Mayor

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Tyree Kearns

ATTEST:

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Susan K. Weathers, City Clerk

## SERVICES AGREEMENT

Between

THE CITY OF COEUR D'ALENE

and

TEAM YOUNGSTONE

for

CREATION AND INSTALLATION OF BIKE RACK PUBLIC ART

FOR MIDTOWN IMPROVEMENTS

THIS CONTRACT, made and entered into this 7th day of July, 2009, between the CITY OF COEUR D'ALENE, Kootenai County, Idaho, a municipal corporation and political subdivision of the state of Idaho, hereinafter referred to as the "City," and Team Youngstone, whose address is 919 N. 5th Street, Coeur d'Alene, ID 83814. W I T N E S S E T H:

Section 1.     Employment of the Artist. The City hereby agrees to engage the Artist to perform the services for design, construction, placement, installation and installation supervision of the Bike Rack Art for the Mid Town Street Improvements as hereinafter set forth in Artist's proposal attached hereto and incorporated herein as Exhibit "1."

Section 2.     Personnel.

A.     The Artist represents that Artist will perform the services under this contract and shall not be an employee of the City.

B.     All of the services required hereunder will be performed by the Artist.

Section 3.     Time of Performance. The services of the Artist shall commence upon execution of this contract by the Mayor and shall be completed within two (2) months of this contract being fully executed.

Section 4.     Compensation.

A.     Subject to the provisions of this agreement, the City shall pay the Artist a total of \$10,000.00 ten Thousand Dollars and No/100 Dollars (\$10,000) for services, payable as follows:

1. \$5,000 at the start of the project
2. \$3,000 at fabrication completion
3. \$2,000 thirty (30) days after installation of the art object

B. Except as otherwise provided in this agreement, the City shall not provide any additional compensation, payment, use of facilities, service or other things of value to the Artist in connection with performance of contract duties.

Section 5. Installation. The Artist is responsible for all cost associated with Installation of the Bike Racks.

Section 6. Assignability. The Artist shall not delegate duties or otherwise subcontract work or services under this contract. The Artist may use other individuals working under his supervision to assist him in the construction and the installation of the bike racks.

Section 7. Interest of the Artist. The Artist covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract.

Section 8. Relationship of the Parties. The Artist shall perform his obligations hereunder as an independent contractor of the City. The City may administer this contract and monitor the Artist's compliance with this agreement but shall not supervise or otherwise direct the Artist except to provide recommendations and to provide approvals pursuant to this agreement.

Section 9. Hold Harmless. Artist shall furnish and install barriers to prevent accidents while installing the public art object on the site and hold the city harmless from all claims for injury to person or property resulting from the Artist's actions or omissions in performance of this agreement.

Section 10. Warranties.

A. The Artist shall not be responsible for the maintenance of the public art object or for any damages resulting from the City's failure to maintain the public art object nor from any causes beyond the control of the Artist.

B. The Artist shall obtain from the supplier and provide to the City a warranty on materials associated with the public art.

Section 11. Ownership. The City shall maintain ownership and all rights to the public art object once it is completed and installed.

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

CITY OF COEUR D'ALENE

ARTIST

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Sandi Bleom, Mayor

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Dale Young  
Team Youngstone

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Allen Dodge  
Team Youngstone

ATTEST:

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Susan K. Weathers, City Clerk

## CITY COUNCIL M E M O R A N D U M

DATE: JULY 1, 2009

FROM: RENATA MCLEOD, PROJECT COORDINATOR

RE: APPROVAL OF A CONTRACT WITH PANHANDLE AREA COUNCIL FOR  
GRANT ADMINISTRATION SERVICES.

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### DECISION POINT:

- To authorize a Contract with Panhandle Area Council for grant administration professional services.

**HISTORY:** On May 29, 2009, the City sent out a request for proposal for grant administration services to administer the annual allocations of Community Development Block Grant funding, to four organizations, as well as posted the information to the City web page. The City received two responses to the request for proposals, Panhandle Area Council (\$40,000/year) and Meredith B. Bryant Consulting (\$54,000/year). On June 18, 2009, four city staff members reviewed the responses and recommend the approval of a contract with Panhandle Area Council (PAC) for grant administration services. The proposed contract has a term of two years.

**FINANCIAL:** Payment for services will be \$40,000.00 per year payable from the CDBG funds received.

**PERFORMANCE ANALYSIS:** Authorizing this Contract will allow the City to move forward with various projects/activities outlined in the Consolidated Plan.

### DECISION POINT/RECOMMENDATION:

- To authorize a Contract with Panhandle Area Council for grant administration professional services.

**PROFESSIONAL SERVICES CONTRACT**  
**between**  
**the City of Coeur d'Alene and Panhandle Area Council**  
**for the**  
**Coeur d'Alene CDBG Entitlement Program**

This Contract is entered into this 7th day of July, 2009, by and between the City of Coeur d'Alene, Idaho, herein referred to as CITY and Panhandle Area Council, 11100 N. Airport Drive, Hayden, Idaho, 83835, herein referred to as the "CONTRACTOR," Witnesseth:

**WHEREAS**, the CITY has applied for and received funds under Title I of the Housing and Community Development Act of 1974, as amended, from the U.S. Department of Housing and Urban Development (HUD) for housing and community development needs;

**WHEREAS**, the CITY desires to engage the CONTRACTOR to render grant administration services related to such funds; and

**WHEREAS**, in order to assure effective management of the above Program, it is deemed to be in the best interests of the CITY to enter into an agreement with the CONTRACTOR as hereinafter provided;

**NOW, THEREFORE**, the parties hereto do mutually agree as follows:

1. **EMPLOYMENT OF CONTRACTOR.** The CITY agrees to engage the CONTRACTOR, and the CONTRACTOR agrees to provide the services described in Exhibit "1" to provide for grant administration and management of the Coeur d'Alene CDBG Entitlement Program for the CITY.
2. **EMPLOYEE-EMPLOYER RELATIONSHIP.** The contracting parties warrant by their signature that no employer-employee relationship is established between the CONTRACTOR and the CITY by the terms of this contract. It is understood by the parties hereto that the CONTRACTOR is an independent contractor and as such, neither it nor its employees, if any, are employees of the CITY for purposes of tax, retirement system, or social security (FICA) withholding.
3. **CONTRACTOR'S INSURANCE.** The CONTRACTOR 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).
4. **STAFFING.** The CITY'S designated liaison with the CONTRACTOR is Renata McLeod, Project Coordinator. The CONTRACTOR'S primary designated liaison with the CITY for grant administration and management is Nelle Coler, Contracts Specialist and secondary is Kay Kitchel,

Fiscal Contracts Manager. Any changes in key personnel assigned or their general responsibilities under this Contract are subject to the proper approval of the CITY.

5. **EFFECTIVE DATE AND TIME OF PERFORMANCE.** This Contract takes effect on April 1, 2009 and shall end on March 31, 2011, a term of two (2) years with two (2) one-year options for renewal. The term of this Contract and the provisions herein may be extended to cover any additional time period required to perform work for close out or transfer of program to the City.

6. **PERFORMANCE MONITORING.** The City will monitor the performance of the Contractor against CDBG regulations and the goals and performance standards as outlined in the Scope of Services attached hereto as Exhibit "1". Substandard performance as determined by the City will constitute noncompliance with this agreement. If action to correct such substandard performance is not taken by the Contractor within a reasonable period of time after being notified by the City, contract suspension or termination procedures will be initiated.

7. **SCOPE OF SERVICES.** The administrative scope of services is as set forth in the Exhibit "1", which by this reference is made a part hereof.

It is understood and agreed by the parties that the services of the CONTRACTOR do not include any of the following: the disbursement or accounting of funds distributed by the CITY'S financial officer, legal advice, fiscal audits, or assistance with activities not related to the CDBG Entitlement Program.

8. **COMPENSATION.** For satisfactory completion of administrative services to be provided under this Contract, the CITY will pay the CONTRACTOR a sum not to exceed \$40,000.00 annually, which the City agrees to pay as follows:

- a. Upon written request, the CITY shall make quarterly progress payments to the CONTRACTOR in the amount of \$10,000 (four payments) of the Contract amount.
- b. Reimbursable expenses beyond the Administrative Scope of Work budget shall be billed out at the cost for the individual project activities, which includes printing costs, classified/legal notices, special projects, mass mailings, and out of region travel with prior approval of the City.

9. **ASSIGN ABILITY OF CONTRACT.** The CONTRACTOR may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder without the prior written consent of the CITY. Any subcontractor or assignee will be bound by all of the terms and conditions of this contract.

10. **NOTICES:** Notices required by this Contract shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as described in this section shall be effective on the date of delivery or sending. All notices and other written communications under this Contract shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Contract shall be directed to the following contract representatives:

City of Coeur d'Alene  
Renata McLeod, Project Coordinator  
710 E. Mullan Avenue  
Coeur d'Alene, Idaho 83814  
P: 208-666-5741  
F: 208-769-2366

Panhandle Area Council  
Kay Kitchel, Fiscal Contracts Mgr.  
11100 N. Airport Drive  
Hayden, Idaho 83835  
P: 208-772-0584  
F: 208-772-6196

11. **TERMINATION OF CONTRACT.** This Contract may be terminated as follows:

a. **Termination for Convenience.** This Contract may be terminated for convenience by either the CITY or the CONTRACTOR, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety.

b. **Termination for Cause.** If the CITY determines that the CONTRACTOR has failed to comply with the terms and conditions of this Contract, it may terminate this Contract in whole or in part, at any time before the date of completion. If the CONTRACTOR fails to comply with any of the terms and conditions of this Contract, the CITY may give notice, in writing, to the CONTRACTOR of any or all deficiencies claimed. Failure, for any reason, of the CONTRACTOR to fulfill in a timely and proper manner its obligations under this Agreement; ineffective or improper use of funds provided under this Agreement; or submission by the CONTRACTOR to the CITY reports that are incorrect or incomplete in any material respect.

The notice will be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period as specified in the notice, the CITY may, with no further notice, declare this Contract to be terminated. The CONTRACTOR will thereafter be entitled to receive payment for those services reasonably performed to the date of termination less the amount of reasonable damages suffered by the CITY by reason of the CONTRACTOR'S failure to comply with this Contract.

12. **CIVIL RIGHTS ACT OF 1964.** The CONTRACTOR will abide by the provisions of the Civil Rights Act of 1964 which states that under Title VI, no person may, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

13. **SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.** The CONTRACTOR will comply with the following provision:

No person in the United States may on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to



discrimination under any program or activity funded in whole or in part with the funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 will also apply to any such program activity.

14. **MINORITY BUSINESS ENTERPRISE.** Consistent with the provisions of Executive Order 11246 and OMB Circular A-102, Attachment O, the CONTRACTOR will take affirmative steps to assure that minority businesses are used when possible as sources of supplies, equipment, construction and services. Additionally, the CONTRACTOR must document all affirmative steps taken to solicit minority businesses and forward this documentation along with the names of the minority subcontractors and suppliers to the CITY upon request.

15. **NONDISCRIMINATION.** The CONTRACTOR will not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap, or national origin.

16. **OWNERSHIP AND PUBLICATION OF MATERIALS.** All reports, information, data, and other materials prepared by the CONTRACTOR pursuant to this Contract are to be the property of the CITY, which have the exclusive and unrestricted authority to release, publish or otherwise use, in whole or in part. All such materials developed under this contract shall not be subject to copyright or patent in the United States or in any other country without the prior written approval of the CITY.

17. **REPORTS AND INFORMATION.** The CONTRACTOR will maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be deemed necessary by the CITY to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the CITY or its authorized representative, and will be retained for four years from the submission of the CAPER by the CITY to the HUD Field Office. The CONTRACTOR shall provide written notification to the CITY prior to destruction of records. The CONTRACTOR shall insure recognition of the role of the CITY in providing services through this Contract. All activities, facilities, and items utilized pursuant to this Contract shall be prominently labeled as to funding source. In addition, the CONTRACTOR will include a reference to the support provided herein in all publications made possible with funds made available under this Contract.

18. **ACCESS TO RECORDS.** It is expressly understood that the CONTRACTOR'S records relating to this Contract will be available during normal business hours for inspection by the CITY, the U.S. Department of Housing and Urban Development, the U.S. Comptroller General, Office of Inspector General, and, when required by law, representatives of the State of Idaho.

19. **CONSTRUCTION AND VENUE.** This Contract will be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, venue is the First Judicial District in and for the County of Kootenai, State of Idaho.

20. **INDEMNIFICATION.** The CONTRACTOR waives any and all claims and recourse against the CITY, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incident to the CONTRACTOR'S performance of this Contract except for liability arising out of concurrent or sole negligence of the CITY or its officers, agents or employees. Further, the CONTRACTOR will indemnify, hold harmless, and defend the CITY against any and all claims, demands, damages, costs, expenses or liability arising out of the CONTRACTOR'S performance of this Contract except for liability arising out of the concurrent or sole negligence of the CITY or its officers, agents or employees.

21. **CONFLICT OF INTEREST.** The CONTRACTOR warrants that it presently has no interest and will not acquire any interest, direct or indirect, in the award of this Contract that would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further covenants that, in performing this Contract, it will employ no person who has any such interest.

a. The CONTRACTOR shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the CONTRACTOR shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to the City's CDBG-assisted activities, or who are in a position to participate in a decision –making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract subcontract, or agreement with respect to the City's CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the CITY, the CONTRACTOR, or any designated public agency.

22. **LEGAL FEES.** In the event either party incurs legal expenses to enforce the terms and conditions of this Contract, the prevailing party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without suit.

23. **SECTION HEADINGS AND SUBHEADINGS.** The section headings and subheadings contained in this Contract are included for convenience only and shall not limit or otherwise affect the terms of this Contract.

24. **SPECIAL WARRANTY.** The CONTRACTOR warrants that nothing of monetary value has been given, promised or implied as remuneration or inducement to enter into this contract. The CONTRACTOR further declares that no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion, or negotiation leading to the award of this contract. Any such activity by the CONTRACTOR shall make this contract null and void.

25. **WAIVER.** The City's failure to act with respect to a breach by the CONTRACTOR does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

26. **ENTIRE CONTRACT.** This Contract constitutes the entire Contract between the CITY and the CONTRACTOR for the use of funds received under this Contract and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Contractor with respect to this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

PANHANDLE AREA COUNCIL

CITY OF COEUR D'ALENE

BY: \_\_\_\_\_  
James L. Deffenbaugh  
Executive Director

BY: \_\_\_\_\_  
Sandi Bloem  
Mayor, City of Coeur d'Alene,

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

## **SCOPE OF SERVICES PANHANDLE AREA COUNCIL**

The CONTRACTOR shall be responsible for administering the City of Coeur d'Alene's CDBG 2009 and CDBG-R 2008 Entitlement programs. All tasks will be administered in compliance with laws governing Entitlement Cities under the Department of Housing and Urban Development, to include but not limited to 24 CFR Part 570 and any additional Executive Orders, laws, regulations, policies or procedures of HUD or the City of Coeur d'Alene.

The following scope of services will assist the City in attaining the goals as stated in the Consolidated Plan Annual Action Plan. Each of these goals has a different set of activities to be undertaken; therefore, the categories and tasks identified below are general in nature and not all-inclusive. The CONTRACTOR shall cover all services reasonably expected for the successful execution of the program except for those activities that cannot be passed down.

### **CDBG ADMINISTRATION/MANAGEMENT**

#### **A. GENERAL ADMINISTRATIVE**

1. The CONTRACTOR will manage grant administration for the City of Coeur d'Alene CDBG and CDBG-R Entitlement programs in accordance with part 570.501 of the CDBG regulations. In addition, the CONTRACTOR will maintain files and records for overall administration of the programs.
2. Provide the necessary information for the IDIS reporting system to track all funds, project progress, and request drawdown of CDBG funds.
3. Prepare financial data/reports on behalf of the CITY for dissemination to the community and any other reports as deemed necessary by the CITY.
4. Prepare and Maintain program budgets, amendments and schedules for each Entitlement activity.
5. Develop agreements for contractors and sub-recipients and conduct monitoring as necessary. Including all periodic and final site inspections to assure approved work is being conducted and completed.
6. Attend City Council meetings or any other meetings as deemed necessary by the CITY, and the CONTRACTOR.
7. Act as a resource for procurement procedures, policies, and documentation, recommending updates and clarifications as needed.

8. Provide information to assist the CITY in maintaining financial records and develop and maintain adequate source documentation for financial records sufficient to meet HUD requirements. All expenditures approved for payment under the program will be tracked and documented.

9. Provide assistance in marketing and outreach for CDBG projects to reach eligible applicants for participation in the programs.

10. Preparation of the annual Consolidated Annual Performance and Evaluation Report (CAPER). Manage the notification process to citizens according to the Citizen Participation Plan. Present, attend and take notes at meetings as necessary.).

11. Ensure compliance with the City's Citizen Participation plan.

12. Preparation of the Annual Action Plan.

13. Provide the CITY an evaluation of program results against the objectives as identified in the Annual Action Plan and Five-Year Consolidated Plan.

14. Meet regularly with City staff liaison and present updates to the City Council as requested.

15. Utilize/engage PAC partners to meet the CITY Consolidate Plan goals.

16. Prepare for the City on an annual basis one educational opportunity regarding Fair Housing and analysis of impediments to Fair Housing.

**B. PROJECT/ACTIVITY – this list will vary from activity to activity, but for each project undertaken, a determination will be made to ensure that all required tasks are performed maintaining compliance with CDBG regulations.**

1. Conduct environmental reviews and establish an Environmental Review Record file. (The City is the responsible entity and will be responsible for adhering to the rules and regulations governing the environmental review process at 24 CFR part 58).

2. Document eligibility of each funded activity undertaken.

3. Evidence of meeting the national objective.

4. Develop sub-recipient agreements and conduct monitoring.

5. Provide technical assistance as needed to subrecipients.
  6. Process applications for program participation and determine if program applicants are income-eligible in accordance to City policies and procedures.
  7. Manage Construction Administration.
  8. Approval of payments, review invoices, verify expenses are reasonable, in accordance to City standards, and submit drawdown requests to the City.
  9. Maintain files/documents according to HUD standards.
  10. Ensure compliance for the City's programs that fall under this contract:
    - a. Fair Housing, Accessibility, and Equal Employment Compliance.
    - b. Lead-based Paint Compliance
    - c. Compliance with Labor Laws and requirements, including Davis-Bacon and the Section 3 Act.
- Compliance with the Relocation Assistance and Real Property and Acquisition Act.

## **CITY COUNCIL STAFF REPORT**

**DATE:** July 7, 2009  
**FROM:** Christopher H. Bates, Engineering Project Manager   
**SUBJECT:** Acceptance of Bid and Contract Award for the Neider Avenue/Howard Street Extension Project

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### **DECISION POINT**

Staff is requesting that the City Council accept the responsive bid and award the contract for the Neider Avenue/Howard Street extension project that was submitted by Cameron-Reilly, LLC.

### **HISTORY**

The City of Coeur d'Alene received three responsive bids:

1.	Cameron-Reilly, LLC	\$ 672,048.70
2.	Safco, Inc.	\$ 744,564.60
3.	MDM Construction, Inc.	\$ 804,984.00

Engineer's Estimate	\$ 848,486.50
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### **FINANCIAL ANALYSIS**

The Neider Avenue/Howard Street extension project is a budgeted project. The City's contribution will come from impact fees, water, wastewater and stormwater utilities, and, HUD CDBG-R funding. The responsive low bidder is within the Engineer's Estimate, therefore we are within budget.

### **PERFORMANCE ANALYSIS**

This project is a direct result of the St. Vincent de Paul housing project that is under construction on the City owned property along the Neider Avenue right-of-way between Fruitland Avenue and Howard Street. The project will create a long needed link that will provide secondary access to the area west of Fruitland Lane and eventually provide a connection to Kathleen Avenue to the north. Elements of the project are new sanitary sewer, water and stormwater utilities, curb and sidewalk, on Neider and Howard, and, reconstruction of existing Howard Street with curb, stormwater facilities and new pavement, south to Marie Avenue. There is a ninety (90) day construction time frame on the project.

### **RECOMMENDATION**

Staff recommends a motion to approve Cameron-Reilly, LLC as the low bidder, and authorize the Mayor to execute the contract for the Neider Avenue/Howard Street Extension Project.

## CONTRACT

THIS CONTRACT, made and entered into this 7th day of July, 2009, between the CITY OF COEUR D'ALENE, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as the "**CITY**", and Cameron-Reilly, L.L.C., a corporation duly organized and existing under and by virtue of the laws of the state of Washington, with its principal place of business at 11201 W. 21<sup>st</sup> Avenue, Airway Heights, WA, 99201, hereinafter referred to as "**CONTRACTOR**,"

### WITNESSETH:

THAT, WHEREAS, the said **CONTRACTOR** has been awarded the contract for the Neider Avenue / Howard Street Extension project according to plans and specifications on file in the office of the City Clerk of said City, which plans and specifications are incorporated herein by reference.

IT IS AGREED that for and in consideration of the covenants and agreements to be made and performed by the CITY OF COEUR D'ALENE, as hereinafter set forth, the **CONTRACTOR** shall install the improvements as set forth in the said plans and specifications described above, in said City, furnishing all labor and materials therefore according to said plans and specifications and under the penalties expressed in the performance bond bearing even date herewith, and which bond with said plans and specifications are hereby declared and accepted as parts of this contract. All material shall be of the high standard required by the said plans and specifications and approved by the City Engineer of the CITY OF COEUR D'ALENE, and all labor performed shall be of first-class workmanship.

The **CONTRACTOR** shall furnish and install barriers and warning lights to prevent accidents and save the City harmless from all claims for injury to person or property resulting from the **CONTRACTOR'S** actions or omissions in performance of this contract, and to that end shall maintain liability insurance naming the City as one of the insured's in the amount of One Million Dollars (\$1,000,000) for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for under Chapter 9, Title 6, Section 24 of the Idaho Code. A certificate of insurance providing at least thirty (30) days written notice to the City prior to cancellation of the policy shall be filed in the office of the City Clerk.

The **CONTRACTOR** agrees to maintain Workman's' Compensation coverage on all employees, including employees of subcontractors, during the term of this contract as required by Idaho Code Sections 72-101 through 72-806. Should the **CONTRACTOR** fail to maintain such insurance during the entire term hereof, the **CONTRACTOR** shall indemnify the **CITY** against any loss resulting to the **CITY** from such failure, either by way of compensation or additional premium liability. The **CONTRACTOR** shall furnish to the **CITY**, prior to commencement of the work, such evidence as the **CITY** may require guaranteeing contributions which will come due under the Employment Security Law including, at the option of the **CITY**, a surety bond in an amount sufficient to make such payments.

The **CONTRACTOR** shall furnish the **CITY** certificates of the insurance coverage's required herein, which certificates must be approved by the City Attorney.

The **CONTRACTOR** agrees to receive and accept as full compensation for furnishing all materials, and doing all the work contemplated and embraced in the contract, an amount equal to the sum of the total for the items of work. The total for each item of work shall be calculated by determining the actual quantity of each item of work and multiplying that actual quantity by the unit price bid by the **CONTRACTOR** for that item of work. The total amount of the contract shall not exceed Six Hundred Seventy Two Thousand Forty Eight and 70/100 Dollars (**\$672,048.70**). Partial payment shall be made on the fourth Tuesday of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided that the contractor has obtained from the Idaho State Tax Commission and



submitted to the City a release of liability for taxes (Form 10-248-79). Payment shall be made by the City Treasurer.

The number of calendar days allowed for completion of the Contract work shall be **Ninety (90) calendar days**. The Contract time shall commence within 10 days of the Notice to Proceed issued by the City herein.

The **CITY** and the **CONTRACTOR** recognize that time is of the essence and failure of the **CONTRACTOR** to complete the work within the time allowed shall result in damages being sustained by the **CITY**. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the **CONTRACTOR** shall fail to complete the work within the above time limit, the **CONTRACTOR** shall pay to the **CITY** or have withheld from monies due, liquidated damages at the rate of Five Hundred and No/100 Dollars (\$500.00) per calendar day, which sums shall not be construed as a penalty.

IT IS AGREED that the contractor must employ ninety-five percent (95%) bona fide Idaho residents as employees on any job under this contract except where under this contract fifty (50) or less persons are employed by the contractor, in which case the contractor may employ ten percent (10%) nonresidents; provided, however, in all cases the contractor, the **CONTRACTOR**, must give preference to the employment of bona fide residents in the performance of said work.

The **CONTRACTOR** further agrees: In consideration of securing the business of constructing the works to be constructed under this contract, recognizing the business in which he is engaged is of a transitory character and that in the pursuit thereof, his property used therein may be without the state of Idaho when taxes, excises or license fees to which he is liable become payable, agrees:

1. To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term.
2. That if the said taxes, excises and license fees are not payable at the end of said term but liability for said payment thereof exists, even though the same constitutes liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof.
3. That in the event of his default in the payment or securing of such taxes, excises and license fees, to consent that the department, officer, board or taxing unit entering into this contract may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said contractor is liable.

IT IS FURTHER AGREED that for additions or deductions to the plans and specifications, the unit prices as set forth in the written proposal of the **CONTRACTOR** are hereby made a part of this contract.

For the faithful performance of this contract in accordance with the plans and specifications and payment for all labor and materials, the **CONTRACTOR** shall execute good and sufficient performance bond and payment bond in a form acceptable to the City Attorney each in the amount of one hundred percent (100%) of the total amount of the bid as hereinbefore stated, said bonds to be executed by a surety company authorized to do business in the state of Idaho.

The term "CONTRACT DOCUMENTS" means and includes the following:

- A) Advertisement For Bids
  - B) Information For Bidders
  - C) Bid Proposal
  - D) Bid Bond
  - E) Bidding Forms as Required
  - F) Contract
  - G) Labor and Materials Payment Bond
  - H) Performance Bond
  - I) Notice of Award
  - J) Notice to Proceed
  - K) Change Order
  - L) General Conditions
  - M) Technical Specifications
  - N) Special Provisions
  - O) Plans
  - P) Addenda
- No.1, dated June 17, 2009

THIS CONTRACT, with all of its forms, specifications and stipulations, shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the Mayor and City Clerk of the CITY OF COEUR D'ALENE have executed this contract on behalf of said City, the City Clerk has affixed the seal of said City hereto, and the **CONTRACTOR** has caused the same to be signed by its President, and its seal to be affixed hereto, the day and year first above written.

**CITY OF COEUR D'ALENE,  
KOOTENAI COUNTY, IDAHO**

**CAMERON-REILLY, LLC**

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

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

**ATTEST:**

**ATTEST:**

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

(S E A L)

## STAFF MEMO

DATE: July 7, 2009

TO: Mayor and City Council

FROM: Susan Weathers, City Clerk

RE: Authorization to Surplus Certain Television Equipment

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DECISION POINT: The City Council is being requested to authorize the surplus of certain equipment once used by CDA TV.

HISTORY: Initially when CDA TV was first established, and in order to stretch the dollars allocated as much as possible, the equipment purchases was used equipment. Although this equipment has served the City well, the following equipment has broken and therefore is no longer any use to the City:

<u>Cda Asset #</u>	<u>Item</u>	<u>Serial#</u>	<u>Condition</u>
3760	Sony CD Player	8870375	Non-functioning
2561	Sony B/W Monitor	175460	Non-functioning
2571	Computer Speakers	none	Left channel out

At this time, staff is requesting that the above-noted items be declared surplus and since there is no value to the broken items that staff be authorized to dispose of this equipment.

FINANCIAL ANALYSIS: Beginning with this fiscal, year, the City received \$10,000 per year for the next five years from Time Warner Cable for the purchase of capital equipment. The listed items have been replaced as budgeted; therefore, there is no additional financial cost for removing these items from the City's inventory list.

PERFORMANCE ANALYSIS: As the original purchased equipment ages and begins to break, the equipment will need to be replaced. By surplusizing the broken equipment, staff is able remove the equipment from the very tight quarters of the CDA TV channel's studio space.

DECISION PONT: Staff recommends that the City Council to declare the CDA TV equipment as surplus and authorize staff to dispose of the same.

# **City of Coeur d'Alene**

## **FIRE DEPARTMENT**

*"City of Excellence"*

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### **Staff Report**

**Date:** June 24, 2009

**From:** Kenneth G. Gabriel, Fire Chief



**Re:** MOU with Washington State Task Force 1

**DECISION POINT:** Should Mayor and Council enter into an agreement with the Washington State Task Force 1 for services for K-9 resources from the Coeur d'Alene Fire Department Technical Rescue Team.

**HISTORY:** As you are aware your Fire Department is a State certified Technical Rescue Team. Part of that team is our K-9 team. Recently member Jeff Sells and his dog Cody became the first member to be asked to join the Washington Task Force, a huge honor and a testament to the commitment that was necessary to complete the rigorous testing necessary to become a National resource. The MOU with the Task Force covers expenses and expectations of the team.

**FINANCIAL ANALYSIS:** The MOU will allow the City to be reimbursed for expenses associated with training and deployment.

**PERFORMANCE ANALYSIS:** Our team is gaining National recognition. As one of three teams in the State we are the only team to have K-9 capabilities. Being asked to participate at the Federal level is advantageous from a training standpoint as well as a financial.

**DECISION POINT/RECOMMENDATION:** Have Mayor and Council enter into an agreement with the Washington State Task Force 1.

MEMORANDUM OF AGREEMENT  
BETWEEN

Pierce County

AS THE SPONSORING AGENCY  
OF THE WASHINGTON STATE TASK FORCE 1  
OF THE NATIONAL URBAN SEARCH AND RESCUE RESPONSE SYSTEM

Coeur d'Alene Fire Department

AS A PARTICIPATING AGENCY OF THE TASK FORCE

This "Agreement" is entered into by and between the parties designated in Section 1, below, who agree that subject to all of the provisions of this Agreement, **Coeur d'Alene Fire Department** will serve as a Participating Agency for the Washington State Task Force 1 of the National Urban Search and Rescue Response System. Each party further agrees that it assumes all of the duties and responsibilities assigned to that party under this Agreement and that so long as this Agreement remains in effect, the party will fully perform all of those duties and responsibilities.

1. PARTIES

The parties to this Agreement are the following entities:

1.1. Sponsoring Agency:

Pierce County

2501 So 25<sup>th</sup>

Tacoma WA 98409

253 255 7930.

1.2 Participating Agency:

Coeur d'Alene Fire Department

Kenneth Gabriel

300 Foster Ave

Coeur d'Alene Idaho 83814

## 2. RECITALS

Sponsoring Agency and Participating Agency have entered into this Agreement in recognition of the following Recitals:

2.1 Sponsoring Agency. Sponsoring Agency is a cooperating party under a "Memorandum of Agreement" dated January 1, 2009 with the Federal Emergency Management Agency ("FEMA") and the State of Washington.

2.2 National Urban Search & Rescue Response System. Pursuant to federal law, principally the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §§ 5121 through 5206 (the "Stafford Act"), the U.S. Department of Homeland Security ("DHS"), acting through FEMA, operates the National Urban Search & Rescue Response System ("System") in conjunction with State and local governments.

2.3 Task Forces. Each Sponsoring Agency is responsible for recruiting and organizing a Task Force consisting of individuals occupying certain specified positions plus additional support personnel, all of whom have been properly trained with the requisite skills and capabilities required for urban search and rescue operations and/or deployment of the Task Force. A Task Force may be deployed as a single unit or it may be reorganized into teams for purposes of modularized responses for limited or specialized Activations. Members of a Task Force may also be deployed as members of a management or other technical team.

2.4 Washington State Task Force 1. The Pierce County Department of Emergency Management is the Sponsoring Agency for Washington Task Force 1 (the "Task Force") and is charged with, among other things, recruiting and organizing members for the Task Force. In the performance of its responsibilities, the Sponsoring Agency may enter into cooperative arrangements with federal, state, or local government entities, or non-profit or for-profit entities, to serve as participating Agencies in the Task Force and with individuals to serve as Affiliated Personnel of the Task Force. The Sponsoring Agency is obligated to enter into written agreements with those Participating Agencies and Affiliated Personnel setting forth the relationship between the parties.

2.5 Participating Agency. Coeur d'Alene Fire department desires to be a Participating Agency in the Task Force, subject to all of the provisions of this Agreement.

2.6 Applicable Provisions. With respect to National Urban Search & Rescue Response System activities, this Agreement incorporates the provisions of Interim Final Rule, "National Urban Search and Rescue Response System," 70 Fed. Reg. 9182 (Feb. 24, 2005) ("Interim Final Rule") as well as the provisions of the FEMA MOA. To the extent the Interim Final Rule is contrary to the FEMA MOA, the Interim Final Rule will prevail. Upon the effective date of the Final Rule governing this subject, the Final Rule shall supersede the Interim Final Rule and shall prevail over any contrary provisions of the interim Final Rule or the FEMA MOA.

2.7 Definitions of Terms. Capitalized words and phrases in this Agreement have the same meaning as they do in the Interim Final Rule, unless or until superseded by the Final Rule. Capitalized words and phrases not defined in the Interim Final Rule or the Final Rule have the meaning given in this Agreement.

### 3. AGREED TERMS AND CONDITIONS

#### 3.1 Participating Agency.

3.1.1 Participating Agency agrees to provide personnel to serve in certain designated positions on the Task Force as determined by Sponsoring Agency. A list of the individuals who will occupy those designated positions, and who are referred to in this Agreement as "Participants or authorized members," as well as other pertinent information about them is contained in Appendix A

3.1.2 Participating Agency further agrees that Participants will meet the General required training for the positions to be filled, will receive the required training specified in this Agreement and will satisfy other conditions of preparedness and response as required by the Sponsoring Agency as listed in Appendix B.

3.1.3 The Parties will cooperate with each other so as to facilitate achievement of the goals and objectives of the System as fully and completely as possible.

#### 3.2 Third Party Liability and Workers' Compensation.

3.2.1 Participating Agency and its Participants shall be afforded such coverage for third party liability and workers' compensation as is afforded all Task Forces and their System Members under Federal law, the scope of which is generally described in the interim Final Rule.

3.2.2 Except as afforded by the Federal Government, the responsibility for risks associated with claims for third party liability and workers' compensation arising out of participation in the Task Force, either organizationally by the Participating Agency or Individually by its Participants, shall be the responsibility of Participating Agency and not under any circumstances, the responsibility of Sponsoring Agency. At all times, Participating Agency shall maintain in full force and effect, and provided proof thereof, for the benefit of its Participants and its other employees engaged in System activities, coverage for workers compensation and third party liability to the full extent required by law.

#### 3.3 Financial Provisions.

##### 3.3.1 Preparedness Funds

3.3.1.1 In its sole discretion, Sponsoring Agency may distribute to Participating Agency such preparedness grant funding as Sponsoring Agency shall be eligible to and does receive from FEMA. Any such distributions shall be subject to the requirements of the preparedness grants and the needs of the Task Force generally.

3.3.1.2 Any other funding received by Sponsoring Agency from sources other than the federal government may also be made available as Sponsoring Agency determines in its discretion. Sponsoring Agency shall make such distributions fairly and equitably taking into account the mission, goals and objectives of the Task Force and the needs of the Sponsoring Agency as compared to other proper needs and demands.

##### 3.3.2 Response Funds

3.3.2.1 Sponsoring Agency shall promptly reimburse Participating Agency for response expenses that are authorized to be incurred by or for the benefit of Participants engaged in Task Force activities, upon receiving reimbursement for such expenses from the federal government. Such expenses must be properly ascertained, accumulated and reported to the Sponsoring Agency, and

the funds to be utilized for payment must have been reimbursed by or on behalf of FEMA to Sponsoring Agency.

3.3.2.2 After an Activation, Participating Agency shall provide Sponsoring Agency with a complete cost reimbursement package to be submitted by Sponsoring Agency as part of an overall claim package which Sponsoring Agency is obliged to submit to FEMA. The Participating Agency's cost reimbursement package shall be submitted to the Sponsoring Agency within 30 days after the end of the Personnel Rehabilitation Period established by FEMA. Participating Agency's cost reimbursement package shall be prepared in conformance with applicable federal directives which Sponsoring Agency shall disseminate to Participating Agency. See appendix C and applicable Federal Directives for compensation and reimbursement procedures.

3.3.2.3 Participating Agency shall provide Sponsoring Agency with employee compensation information for its Participants at least annually, or as changes occur in compensation rates payable to Participants. That information and other pertinent Participant data required by Sponsoring Agency shall be provided in an updated version of Appendix D

3.3.2.4 To ensure proper reimbursement from FEMA, the compensation of Participants on the Task Force shall be in accordance with pay schedules and policies established by Appendix "D", from the time of activation and until the Task Force returns, is deactivated and Participants are returned to regular work schedules.

3.3.2.5 All financial commitments of Sponsoring Agency are subject to the availability and receipt of funds by Sponsoring Agency from FEMA and other sources.

3.3.2.6 Neither Participating Agency nor any Participant shall be reimbursed for costs incurred outside the scope of this Agreement.

#### 3.4 Reporting And Record Keeping Requirements.

3.4.1 The Participating Agency shall provide the Sponsoring Agency with the records described in Appendix E

3.4.2 The Sponsoring Agency shall issue a Task Force Picture Identification Card for all authorized members listed in Appendix A.

3.4.3 Participating Agency shall ensure that any medical or other records and information that are afforded confidentiality under applicable law are protected from unauthorized disclosure.

3.4.4 Participating Agency shall provide prompt and accurate reporting as specified in this Agreement as outlined in Appendix A, D, E and F.

#### 3.5 Mandatory Minimum Requirements For Participation. Each Participant must satisfy all of the following for participation on the Task Force.

3.5.1 Each Participant shall be an employee in good standing and fit for duty with the Participating Agency. Entry-level employees who are probationary or in a similar status are not eligible.

3.5.2 Each Participant shall be of good moral character and shall not have been convicted of any felony or any other criminal offense involving moral turpitude.



3.5.3 Participants serving in a Task Force position that requires the individual to hold a license, registration, certificate or other similar authorization to lawfully engage in an activity must hold the appropriate authorization, which must be current and validly issued.

3.5.4 Subject to any applicable FEMA standards, each Participant must meet the medical/fitness standards mutually agreed upon by Sponsoring Agency and Participating Agency and not have any medical condition or disability that will prevent performance of the duties of the Task Force position he/she occupies.

3.5.5 Each Participant must be available on short notice to mobilize within [2] hours of request and be able to respond on a mission for up to 14 days.

3.5.6 Each Participant must be capable of improvising and functioning for long hours under adverse working conditions.

3.5.7 Each Participant must receive such inoculations as are specified by the DHS/FEMA in appendix J.

3.5.8 Each Participant must be aware of the signs, symptoms and corrective measures of Critical Incident Stress Syndrome.

3.5.9 Each Participant must understand and adhere to safe working practices and procedures as required in the urban disaster environment.

3.5.10 Each Participant must have a working knowledge of the US&R System and the Task Force's organizational structure, operating procedures, safety practices, terminology and communication protocols.

3.5.11 Each Participant must have completed such courses of education and training and other requirements as the Sponsoring Agency shall specify.

3.5.12 Sponsoring Agency has authority to immediately suspend or terminate a Participant's participation on the Task Force for failure to satisfy any mandatory requirement.

### 3.6 Clothing and Equipment.

3.6.1 Sponsoring Agency will issue to each Participant certain items of personal protective clothing and equipment for use in Task Force activities and operations. In the event of Activation, Participant shall provide certain additional items of personal clothing and equipment. All these matters are detailed specifically in Appendix H. Items of clothing and equipment supplied by Sponsoring Agency shall remain the property of Sponsoring Agency and shall be returned promptly whenever a person ceases to be a Participant.

3.6.2 Subject to FEMA requirements, all uniforms will display the official patch of the Task Force and the official patch of the US&R system, as specified by the Sponsoring Agency. The Sponsoring Agency shall specify the design of the uniform and any identifying insignia or markings.

### 3.7 Command, Control and Coordination.

3.7.1 When a Participant has been activated or has otherwise been placed at the direction, control and funding of FEMA, such as, for example, during participation in FEMA sponsored training, the ultimate authority for command, control and coordination of the service of the Participant reposes with FEMA exercised through the system chain of command. Subject to the principle just stated, the following provisions of this Section 3.7 govern the responsibilities of the parties with respect to supervisory,

disciplinary and other specified aspects of the Participant's employment within the context of his/her participation on the Task Force

3.7.2 Sponsoring Agency shall exercise direct supervisory authority over Participants during Activations, deployments and other activities of the Task Force conducted by Sponsoring Agency, but for disciplinary purposes, that authority is limited to temporary suspension or permanent exclusion from participation. In all other instances where disciplinary action may be necessary, Sponsoring Agency shall report the pertinent circumstances to Participating Agency, which shall cooperate with Sponsoring Agency and shall administer discipline as appropriate in accordance with the Participating Agency's established rules and regulations.

3.7.3 Nothing in this Agreement is intended to, nor does it, affect the employer-employee relationship between Participating Agency and its employees who are Participants, and Participating Agency shall at all times continue to be fully responsible for all of its employment obligations to its employee Participants, including the compensation and benefits that the Participating Agency has agreed to provide.

3.7.4 While participating in System activities conducted by the Task Force, Participants shall be subject to and observe and comply with all lawful orders and directions of the authorized representatives of Sponsoring Agency and the Task Force. Sponsoring Agency retains the right to suspend or exclude any Participant from participation on the Task Force for cause including failure to abide by the provisions of this Agreement.

### 3.8 Media and Information Policy.

3.8.1 Subject to applicable law, including FEMA regulations and directives, all photographs and video taken during a deployment will be kept under the control of Sponsoring Agency until use in internal or external education programs or other dissemination is approved by FEMA.

3.8.2 All applicable federal, state, and local media policies will be strictly enforced and followed.

3.8.3 Subject to applicable rules and regulations, Sponsoring Agency will have the primary responsibility for coordination of media coverage and liaison with media sources and representatives concerning activities of the Task Force. Sponsoring Agency shall endeavor to expose all Participating Agencies to favorable media coverage opportunities.

### 3.9 Rules of Conduct.

3.9.1 All Participants will be expected to abide by the code of conduct established by FEMA and the Sponsoring Agency.

3.9.2 The failure of a Participant to abide by the rules of conduct constitutes a violation of the US&R code of conduct and may result in suspension or exclusion from the Task Force under Section 3.7 above.

### 3.10 Preparedness Activities.

3.10.1 Sponsoring Agency shall conduct Task Force management, administration, training, equipment procurement and other preparedness activities required by FEMA. Participating Agency and its Participants shall cooperate with Sponsoring Agency and shall participate in the activities as necessary to achieve Task Force preparedness goals and objectives.

3.10.2 Specific training activities to be conducted, respectively, by Sponsoring Agency and by Participating Agency, including training, administration and reporting requirements, are contained in Appendix B

3.10.3 As established by System directives but subject to the availability of federal funding, Sponsoring Agency shall procure and maintain required caches of equipment and supplies. The contents of these caches shall be utilized for deployments of the Task Force and, subject to federal rules and regulations, will be made available for training activities of Sponsoring Agency and Participating Agency. Participants shall use Task Force cache equipment and supplies only for authorized purposes and shall exercise reasonable care to protect and preserve the property against loss or damage. The Participating Agency shall be financially accountable for any Task Force property that is lost or damaged due to negligence or unauthorized use by the Participating Agency or its authorized personnel.

### 3.11 Notification Procedures and Other Communications.

#### 3.11.1 Alerts and Activation.

3.11.1.1 Sponsoring Agency's commander/chief executive officer or his/her designee shall determine whether the Task Force is capable of and will respond to Activation Orders.

3.11.1.2 Participating Agency shall maintain at all times a "Point of Notification" for receipt of notices from Sponsoring Agency concerning possible deployments of the Task Force. The Point of Notification shall include 24-hour telephonic and electronic capabilities. Information concerning the Participating Agency Point of Notification shall be set forth in Appendix I

3.11.1.3 Upon receipt of Alert or Activation Orders, Sponsoring Agency shall give prompt telephonic and electronic notice to Participating Agency's Point of Notification. The notice shall designate the Task Force positions for which Participating Agency's Participants are being requisitioned, the location of the assembly point, and to the extent known, the nature and character of the Activation.

3.11.1.4 Participating Agency shall at all times maintain the capability of providing requisitioned Participants for participation on a deployment of the Task Force.

3.11.1.5 Upon receipt of an Activation Order for the Task Force, Participating Agency shall cause the required Participants to respond to the assembly point designated in the notice.

#### 3.11.2 Mobilization.

3.11.2.1 All requisitioned Participants will respond to the designated assembly point within 2 hours of notification with all required personal clothing and equipment and required documentation.

3.11.2.2 Participating Agency will select its Participants through a pre-established selection system that ensures the requisition is promptly filled with fully qualified Participants.

3.11.2.3 Selected Participants will be subject to a pre-deployment medical screening. Any Participant who fails the screening will not be deployed.

3.11.2.4 Sponsoring Agency retains the sole right to determine which Participating Agency personnel, if any, will respond with the Task Force when Activated.

3.11.3 Other Communications. Sponsoring Agency will remain in contact with Participating Agency through the Participating Agency Point of Notification during the period of Activation.

3.12 Critical Incident Stress Syndrome ("CISS") and Management.

3.12.1 Sponsoring Agency will have primary responsibility to provide CISS training, intervention and support, before, during and after activation.

3.12.2 Costs incurred for unauthorized CISS activities are not eligible for reimbursement.

4. GENERAL PROVISIONS

4.1 Effective Date. This Agreement shall be effective when it has been duly and regularly authorized and executed by both parties.

4.2 Authority. As more specifically indicated above and below, this Agreement is made (a) pursuant to the provisions of the Interim Final Rule or the Final (b) under the authority of Washington State law, and under the authority of Idaho State law in furtherance of the purposes of the National Urban Search and Rescue Response System,

4.3 Contents of the Agreement. Upon its execution, the Agreement consists of this Agreement, along with the following Appendices and other attachments, if any:

4.3.1 Appendix A – Roster of participating agency personnel updated twice annually by the participating agency, on January 30 and June 30 each year with name of individual and task force position. Participating agency may not exceed number of personnel authorized by Sponsoring Agency with a sum total of 210 personnel.

4.3.2 Appendix B – List of general training required for all 210 members which identifies who is responsible for providing funding and to what extent. A list of position specific, FEMA sponsored or sanctioned training and the financial responsibility associated with each course]

4.3.3 Appendix C – Cost reimbursement procedures required by sponsoring agency in accordance with final interim Rule and Pierce county budget and Finance policy and procedures

4.3.4 Appendix D – Compensation rates updated annually for each participant from the participating agency.

4.3.5 Appendix E – List of required documents and records from participating agency for each participating member to include required certificates, licenses, Continuing education credits..

4.3.6 Appendix F – List of participating agency contacts to be updated twice annually on January 30 and June 30 each year.

4.3.7 Appendix G – Directive 2005-008, Medical screening requirements

4.4 Amendments and Termination.

4.4.1 Except as otherwise expressly provided, this Agreement may be modified or amended only by another written agreement approved and executed by both parties, and all such amendments will be attached to this Agreement.

4.4.2 Term and Termination. The Agreement shall continue in effect unless and until terminated as provided in this Agreement. The Agreement may be terminated by either party upon 30 days written notice, except that Participating Agency may not terminate this Agreement without the written consent of

Sponsoring Agency during any time interval when the Task Force has been placed on Alert status or has been Activated if the Alert or Activation affects Participants of the Participating Agency.

#### 4.5 Miscellaneous Provisions.

4.5.1 The obligations of the Participating Agency set forth in this Agreement are non-delegable and may not be assigned to or assumed by any other person without the prior written consent of Sponsoring Agency.

4.5.2 Except and to the extent federal law controls, this Agreement shall be construed and enforced, as between the parties, according to the laws of the State of Idaho.

4.5.3 No party shall engage in any conduct or activity in the performance of this Agreement or participation in the System that constitutes a conflict of interest under applicable federal, state or local law, rules and regulations.

4.5.4 Each party shall at all times observe and comply with all applicable federal, state and local laws, rules and regulations.

4.5.5 Except as provided otherwise with respect to emergency notifications, if it is necessary for the purposes of this Agreement for one of the named parties to give notice to the other named party, notice shall be in writing with the expenses of delivery or mailing fully prepaid and shall be delivered by personal service or a form of public or private mail service requiring proof of delivery. Notice is effective upon personal delivery, or by mail service, on the date of either actual receipt or five days after posting, whichever is first. Unless changed in writing in accordance with this Section, notice shall be served on the party at the address shown in Sections 1.1 and 1.2 of this Agreement.

4.5.6 Titles and section headings are for convenience only and are not a part of the parties' Agreement.

4.5.7 Should any provision of this Agreement be determined to be invalid or unenforceable under applicable law, the provision shall, to the extent required, be severed from the remainder of the Agreement which shall continue in full force and effect.

4.5.8 This Agreement and its provisions are binding upon and inure to the benefit of the parties and to their respective successors in interest, provided, however, this Agreement does not and will not bestow any rights or remedies upon persons to whom an unlawful delegation or assignment has been made by Participating Agency.

4.5.9 This Agreement is made for the sole and exclusive benefit of the named parties and their lawful successors in interest, and no other person or entity is intended to, nor shall such other person or entity acquire or be entitled to receive any rights or benefits as a third-party beneficiary of this Agreement.

4.5.10 Neither the United States of America or the State of Washington is a party to this Agreement.

4.5.11 Each person executing this Agreement represents that: he/she was and is lawfully authorized to sign the Agreement on behalf of the party he/she represents; execution of the Agreement was duly and regularly authorized by the party's governing body; and, to the person's best knowledge and belief the Agreement is a binding and enforceable obligation of the party on whose behalf he/she acted.

4.5.12 Each party represents to the other: that the party has fully read and understood all of the provisions of this Agreement including the Appendices and other attachments, if any; that the party has secured and considered such legal advice and other expert counsel as the party deemed necessary and advisable for

these purposes; and, that in agreeing to execute and become a signatory to this Agreement the party has deemed itself adequately informed and advised as to all of the risks assumed and obligations undertaken pursuant to this Agreement.

4.5.13 This Agreement, including the Appendices and attachments, if any, constitutes the entire agreement between the parties and it supersedes any prior agreements on this matter.

**PIERCE COUNTY**

**CONTRACT SIGNATURE PAGE**

Contract #

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**CONTRACTOR:**

\_\_\_\_\_  
Contractor Signature Date

\_\_\_\_\_  
Title of Signatory Authorized by Firm Bylaws

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

UBI No. \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Mailing  
Address: \_\_\_\_\_  
\_\_\_\_\_

Contact Name: \_\_\_\_\_

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

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

**PIERCE COUNTY:**

Approved As to Legal Form Only:

\_\_\_\_\_  
Prosecuting Attorney Date

Recommended:

\_\_\_\_\_  
Budget and Finance Date

**Approved:**

\_\_\_\_\_  
Department Director Date  
(less than \$250,000)

\_\_\_\_\_  
County Executive (over \$250,000) Date

Appendix A

Jeff Sells

Canine 9 Handler



## Appendix "B"

**List of General training required for participants which identifies who is responsible for providing funding and to what extent. A list of position specific, FEMA sponsored or sanctioned training and the financial responsibility associated with each course.**

### **Sponsoring agency responsibility**

FEMA Sponsored, Sanctioned, Equivalent, approved training

1. The sponsoring agency will provide funding for travel, lodging and meals for all FEMA sponsored and FEMA sanctioned training for participating members selected to attend by the Sponsoring Agency as funding from the CA permits. Salary expense to include backfill or overtime is not authorized
2. The Sponsoring Agency will provide funding for travel, lodging and meals for FEMA approved and FEMA Equivalent training on a case by case basis and only with prior approval as funding from the CA permits. Salary expense to include backfill or overtime is not authorized
3. The Sponsoring Agency will provide funding for travel, lodging, meals and wages to include overtime or backfill for hours worked only, for training that is required to maintain a certification. Salary expenses are authorized only if the training is unique to the task force and is not a requirement of the individuals participating agency as a condition of continued employment and as funding from the CA permits.
4. The Sponsoring Agency will provide funding for expenses to include overtime or backfill for mobilization exercises and other activities identified on a case by case basis and as funding from the CA permits.
5. The Sponsoring Agency will financially support only the authorized members from a participating agency, identified in Appendix C, and no more than the allowed 3 deep for each functional position on the FEMA US&R approved Task Force compliment.
  - Authorized members from the participating agency must be identified by name as well as position and the list must be updated twice annually on January 30 and June 30 by the participating agency.
  - An individual may hold only a single position on the task force.
  - A maximum of 210 positions have been identified and each participating agency is authorized to have on the task force a set number of positions which they are allowed to fill with qualified personnel.
  - The specific positions available for a participating agency to fill are determined by the Task Force Leaders from Seattle, King County and Pierce County in consultation with the participating agency.

## General requirements / Sponsoring Agency

1. Inoculations: The Sponsoring Agency will provide funding for the expense of obtaining the required inoculations. Reimbursement for salary to include overtime or backfill for the time required to obtain them is NOT authorized for these individuals. See appendix J for list of required inoculations.
2. Hazmat Operations: The Sponsoring Agency will provide annual refresher training for First Responder Operations Level Hazardous Materials per OSHA standard 1910.120, Hazardous Waste Operations and Emergency Response if a participant would not normally receive that training as a condition of employed by a first response organization. Reimbursement for salary to include overtime or backfill is authorized for these individuals.
3. US&R orientation: Four hours of training will be provided by the Sponsoring Agency. Salary expense to include reimbursement for backfill or overtime is authorized.
4. Annual quantitative Fit testing: The Sponsoring Agency will provide opportunity to fit test the Task Force Scott Face pieces and will issue a certificate of refresher training per 29 CFR 1910.134. Reimbursement for salary to include overtime or backfill is not authorized. Every effort will be made to provide fit testing opportunities to individuals who are on duty and at a location within their area of responsibility.
5. FEMA US&R WMD enhanced operations: Training will be provided by the Sponsoring Agency. Salary expense to include backfill or overtime reimbursement is authorized.
6. Water rescue operations: Awareness level training for will be provided by the Sponsoring Agency. Salary expense to include backfill or overtime reimbursement will be authorized
7. Confined space: Awareness level training for will be provided for individuals who do not receive this training from their agency as a condition of employment or who do not have operations or technician level confined space training as required by their position description. Reimbursement for salary to include backfill or overtime expenses will be authorized.
8. GPS: Awareness level training will be provided. Reimbursement for salary to include backfill or overtime expenses will be authorized
9. Biennial medical screening: The Sponsoring Agency contracts with a medical service provider for this purpose. (Appendix G)
  - All participants who do not receive medical screening as a condition of employment will receive this service according to the process outlined in Appendix G.
  - Expenses associated with medical screening requirements that exceed a participating agencies medical screening process will be reimbursable by the Sponsoring Agency.
  - Reimbursement for salary to include backfill or overtime expenses will not be authorized

## **Participating Agency Responsibility / General Requirements**

Authorized members will be allowed to attend FEMA Sponsored and FEMA Sanctioned training as staffing allows, when the opportunity presents itself and when the training is an identified requirement for the specific position on the task force.

Participating Agency's are responsible for an authorized member's salary or backfill expense and it is not eligible for reimbursement from the Sponsoring Agency.

Participating agencies are responsible for a participant meeting the general training requirements listed below

1. Must be Physically fit to perform the duties assigned without accommodations
2. Must be available on short notice to mobilize within 2 hours to the point of assembly, be self sufficient for at least 72 hours and be available for a response assignment of up to 10 days.
3. Must be capable of improvising and functioning for long hours under adverse conditions.
4. Must be able to function safely at heights and on and around rubble.
5. Participating Agency must provide certificate of training or letter signed by their agency, showing an individual has been provided training to make them aware of the signs and symptoms of Critical Incident Stress Syndrome.
6. Provide and maintain a current certificate for American Heart Association or equivalent CPR, Basic Life Support.
7. Provide a current certificate of training or agency letter as proof of annual refresher training for First Responder Operations Level Hazardous Materials per OSHA standard 1910.120, Hazardous Waste Operations and Emergency Response if employed by a first response organization and if it is required as a condition of employment.
8. Certificates of completion for IS 100, IS 200, IS 700 and IS 800 on line courses must be on file with the Sponsoring Agency. Salary expense to include backfill or overtime reimbursement is not authorized for taking these courses.
9. Participating Agencies will schedule authorized members to attend annual fit testing opportunities while the individual is working and on duty to reduce expense.
10. Participating Agencies will provide certificates of completion for DOJ Emergency Response to Terrorism, Basic Concepts or equivalent. Salary expense to include backfill or overtime is not authorized
11. Rescue Systems 1 training is a requirement for all members and is the responsibility of the Participating Agency. Tuition and Salary expense to include backfill or overtime is not authorized.
12. Participating Agencies that have an annual or bi annual medical screening program will provide a fit for duty letter signed by the agencies medical service provider per FEMA directive 2005-008. See appendix G

## **Participating Agency responsibility / Position Specific Requirements**

If an individual must maintain a certificate or license as a condition of employment it is the responsibility of the Participating Agency to forward to the Sponsoring Agency a copy of updated license or certification. Examples are;

- Hazmat Medical Surveillance
- Annual EMT CE's
- EMT Certification
- Medical Licensure
- CPR Recertification every three years

## Appendix "C"

### **Cost reimbursement procedures required by Sponsoring Agency in accordance with the final interim Rule and Pierce County Budget and Finance policy and procedures.**

The Sponsoring Agency will reimburse a Participating Agency in accordance with the language of the Interim Rule in a timely manner upon receipt of accurate and complete required documentation of expenses.

Only actual expenses authorized will be reimbursed.

#### Equipment expenses

- All purchases related to activation must be processed and approved by the Sponsoring Agency and must be items located on the DHS/FEMA approved US&R cache list.
- Purchase orders must include the cache item number associated with the purchased equipment.
- Cache item numbers are located on the current cache list which can be found in the WATF 1 web portal.
- For every equipment item procured, there must be proper supporting documentation to receive reimbursement including, purchase orders, requisitions, and invoices from the vendors with appropriate authorizing signatures.
- If an equipment purchase exceeds the item's cost cap, the purchasing agent must receive in advance Sponsoring Agency approval and provide written justification to the Sponsoring Agency for documentation purposes.
- Requests for purchase or maintenance of equipment and supplies not appearing on the equipment cache list, or that exceed the number specified in the equipment cache list, must be made in writing to the DHS/FEMA US&R Program Manager.
- No Federal funds provided under any preparedness cooperative agreement may be expended to purchase or maintain any equipment or supply item unless:
  1. The equipment and supplies directly support the Sponsoring Agencies US&R capability, or
  2. The DHS/FEMA US&R Program Manager approves the expenditure and gives written notice of his or her approval to the Sponsoring Agency before the participating agency, or Sponsoring Agency purchases the equipment or supply item.
- The Sponsoring Agency is responsible for compiling all reimbursement claims. For each invoice, the Sponsoring Agency will provide a cover sheet. The invoice cover sheet will itemize each item purchased. A summary document will be provided to list all invoices submitted.

#### Salary and Wage reimbursement

- Salaries and backfill reimbursement for readiness activities shall be reimbursed as specified above and in accordance with the Participating Agency's standard pay policy. The Sponsoring Agency retains the right to modify reimbursement levels for each Readiness activity based on Cooperative Agreement funding availability and other mitigating factors.
- Salaries and Backfill reimbursement for Activation activities shall be reimbursed in accordance with the Participating Agency's standard pay policy and all rules as specified in the Interim Rule. Furthermore, the Participating Agency must prepare and submit to the Sponsoring Agency, in the proper claim format, all requests for reimbursements within 30 days after the Rehabilitation Period has ended. The Sponsoring Agency will provide the Participating Agency the most current format available at time of activation. Proof of salaries/benefits/backfill payments to Activated Personnel and backfill personnel must be submitted as part of the reimbursement claim request packet.
- The Sponsoring Agency will submit a full claim reimbursement request to DHS/FEMA. Upon completion of review by DHS/FEMA, the Sponsoring Agency will process payments to the Participating Agency based on the final claim approval by DHS/FEMA.
- The Participating Agency can request the Sponsoring Agency submit an appeal of any un-allowed expenses within 30 days of receiving notification of an exception to the original reimbursement claim amount. Additional documentation or explanation must accompany the appeal request.

Appendix "D"

Compensation Rates updated annually for each participant from the participating agency.

### **Appendix "E"**

- Fit for Duty letter ensuring each rostered member is capable of performing their duties
- Critical Incident Stress Awareness Training Documentation
- Verification of a Respiratory Medical Questionnaire on file
- Letter affirming required annual training in the following areas is provided and documented
  - Hazmat Ops per OSHA 29 CFR 1910.120 recertification training
  - Respiratory Protection refresher training as required by OSHA 29 CFR 1910.134 (K)
  - CPR or equivalent
  - Blood borne pathogen training/ annual recertification



Appendix "F"

Chief Jim Washko

300 Foster Avenue

Coeur d'Alene Id 83814

## Appendix "G"

### **Directive 2005-008 Medical Screening Requirement**

Medical Screening of all authorized members is required bi annually by DHS / FEMA US&R program directive.

Departments with an existing annual medical screening program;

- WATF-1 will reimburse Task Force member's agency for any required additional medical testing that is not currently provided under the agency's existing program. The Department may bill WATF-1 with a single billing for all of its authorized members for the additional testing required by FEMA.
- WATF-1 will reimburse agencies for expenses incurred up to but no more than the current contracted prices from the Sponsoring Agencies Contracted Medical Service Provider.
- Individual Task Force members may not submit medical bills for reimbursement – only participating agency bills will be accepted.

Departments without an existing annual medical screening program

- Authorized members without existing health screening from their Participating Agency will be required to use the Sponsoring Agency's contracted medical service provider for health screening.

Required testing includes;

- Vital signs and standard physical examination
- Laboratory
  - CBC, Differential platelets
  - Chemistry panel to include liver & renal function tests
    - Aspartate Aminotransferase (AST)
    - Alanine Aminotransferase (ALT)
    - Alkaline Phosphatase (AlkPhos)
    - Gamma-Glutamyl Transpeptidase (GGTP)
    - Total and direct Bilirubin
    - creatinine
    - blood Urea Nitrogen (BUN)
    - Glucose
    - electrolytes, (Na, K, Cl, Co2)
    - Total protein
    - Albumin
    - Calcium.
  - Urinalysis (urine dip, microscopic if indicated)
  - Urine heavy metal screen, (qualitative, spot urine). HAZMAT task Force members only
  - Spirometry

- Chest x-ray (PA and Lateral) To establish baseline, Does not need to be repeated annually unless medically indicated
- Resting 12-lead ECG
- Stress 12-lead ECG (as indicated, stratified by age above 46 years, or coronary artery disease risk factor assessment in accordance with sponsoring agency policy)
- RBC cholinesterase (initial baseline or additional testing if medically indicated) does not need to be repeated annually unless medically indicated.
- HBsAB Hepatitis B Surface Antibody, (validation of hepatitis B immunity) Titer need only be done once unless previously documented and greater than 10mU/ml; Administer Hepatitis B vaccine series if titer less than 10 mU/ml and repeat approximately 6 weeks after vaccination series.

Frequency: All current and future newly assigned US&R task force members shall receive the minimum baseline health screening to be repeated bi annually unless procedure is to establish baseline. The need for post deployment interval screening will be determined by the presence of symptoms or based upon mission risk assessment by the Incident Support Team Medical and Safety Officers and consultants like CDC, NIOSH, OSHA, and EPA.

#### Vaccinations and TB Screening

- PPD (TB skin Test) annually
- Influenza A & B (Seasonal)
- Tetanus Toxoid or tetanus/diphtheria (Td) every 10 years
- MMR (measles, Mumps and Rubella)
- Polio (OPV or eIPV)
- Hepatitis A & B
- Varicella (or personal history of illness or prior antibody titer)

Documentation of MMR, polio, hepatitis A&B and varicella by reported history and signed by the Authorized member should be reasonable proof of vaccination if other documentation is not available.

Vaccination declination must be documented in TF occupational health records.

## CITY COUNCIL STAFF REPORT

**DATE:** July 7, 2009  
**FROM:** David E. Shults, Capital Program Manager *DES*  
**SUBJECT:** Change Order #1 to Agreement with Zenon for Prepurchase of WWTP Low Phosphorus Pilot Facility Equipment

---

### DECISION POINT:

Council approval is requested for the proposed Change Order #1 to the prepurchase agreement with Zenon Environmental Corporation to furnish a Membrane Bioreactor System and Tertiary Membrane Filtration equipment for a no change total cost of \$1,141,460.

### HISTORY:

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. The objectives for the two-year program include 1.) selection of one of the three piloted alternatives that demonstrate the best reliability and ease of operation; 2.) optimize design requirements for full scale use at the Cd'A plant; and 3.) initiate operator familiarization and training with the new technology. The City entered into a contract with Zenon Environmental Corporation for prepurchase of equipment for a membrane bioreactor pilot system and for a tertiary filtration pilot system. Zenon and the City's wastewater engineering consultant, HDR Engineering, recently identified several minor changes to the technical specifications that should be approved. Proposed Change Order #1 formally addresses these changes, even though Zenon is seeking no change in the contract price or required time for completion. HDR and city staff reviewed the proposed changes, and believe that the change order should be approved.

### FINANCIAL ANALYSIS:

<u>Cost Estimate for Pilot Project</u>	
Engineering, Startup and Training	\$645,582
Prepurchase of Pilot Equipment	1,447,460
Contractor Installation of Equipment and Building	1,173,598
Outside Laboratory Services	150,000
Pilot Plant Operations Costs	260,000
Contingency 5%	<u>183,832</u>
Total	\$3,860,472

**Funding** The city financial plan for FY 2007-08 anticipated \$3 million expenditure for pilot studies, and \$200,000 for an effluent reuse pilot project. Delay of the project resulted in little expenditure during FY 2007-08. The current FY 2008-09 financial plan authorizes \$1.8 million for the multi-year pilot project. Payments for the prepurchased equipment will be necessary in FY 2009-10. Sufficient reserves exist in the Wastewater Fund to fund this multi-year project.

**DISCUSSION:**

HDR Engineering provided specifications for the pilot equipment that would allow the most competition from the manufacturers that were considered to have the best available technologies. During development of the specifications, the manufacturers explained that in order to be competitive, they would be compelled to base their bids on the makeup of their prepackaged pilot plants that may not have the specified appurtenances. Since entering into agreement, Zenon has identified a few more changes regarding appurtenances to the equipment that Zenon and HDR Engineering have negotiated to be acceptable and that would not adversely affect the pilot equipment results. Examples of the proposed changes include clarification of the shop drawing submittal schedule, clarification of the method and equipment for measuring air flow and permeate flow, and clarification of materials of construction for several items.

**DECISION POINT/RECOMMENDATION:**

Council approval is requested for the proposed Change Order #1 to the prepurchase agreement with Zenon Environmental Corporation to furnish a Membrane Bioreactor System and Tertiary Membrane Filtration equipment for a no change total cost of \$1,141,460.

Attachment

des1323

June 19, 2009

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 Department  
Furnishing a MBR and furnishing a TMF System for  
Low Phosphorus Demonstration Pilot Facility  
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 is a no cost, no time-change Change Order to incorporate minor changes to the technical specifications that were unable to be included with the Agreement between the City and Zenon Environmental Corporation dated April 21, 2009. The changes in the technical specifications are a result of correspondence between HDR Engineering, Inc., Trindera Engineering, Inc., and Zenon Environmental Corporation.

We have discussed equipment delivery with Zenon Environmental Corporation and have been assured that all equipment will be delivered to the project site by November 23, 2009 as indicated in their written Notice to Proceed dated May 28, 2009.

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

RECEIVED

JUN 22 2009

WASTEWATER

HDR Engineering, Inc.

412 E. Parkcenter Blvd.  
Suite 100  
Boise ID 83706-6659

Phone: (208) 387-7000  
Fax: (208) 387-7100  
www.hdrinc.com

Mr. Dave Shults  
Page 2

Sincerely,

HDR ENGINEERING, INC.

A handwritten signature in black ink, appearing to read "David Keil", written over the printed name.

David Keil, PE  
Contract Manager

c. Dan Harmon, HDR Engineering, Inc., Missoula



## CHANGE ORDER NO. 1

**BUYER:** City of Coeur d'Alene Wastewater Department

**DATE:** June 19, 2009

**SELLER:** Zenon Environmental Corporation

**HDR PROJECT NO.:** 85061

**PROJECT:**

City of Coeur d'Alene Wastewater Department  
Furnishing a MBR and furnishing a TMF System for  
Low Phosphorus Demonstration Pilot Facility

**CONTRACT PERIOD:** May 28, 2009 to June 19, 2009

**CONTRACT DATE:** April 21, 2009

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

**Specification Section 00500:**

- To Page 2, replace the entire Milestone Event table with the following:

<u>Milestone Event</u>	<u>Maximum Acceptable Time Frame after Date of Notice to Proceed (Calendar Days)</u>
Delivery of Mechanical P&IDs and Rotary Equipment Shop Drawings	50
Delivery of Full Bill of Materials and Cut Sheets	77
Delivery of Final Electrical Shop Drawings	91
Delivery of Final Mechanical General Arrangement Drawings	98
Delivery of Final Controls/Instrumentation Shop Drawings	106
Delivery of Preliminary Operations and Maintenance Manuals	150
Delivery of Goods to Site	180

<u>Milestone Event</u>	<u>Maximum Acceptable Time Frame after Buyer's Installation Contractor States System is Ready for Commencement of Manufacturer's Field Services (Calendar Days)</u>
Satisfactory Completion of Start-Up and Testing	28
Delivery of Final Operations and Maintenance Manuals	56
Satisfactory Completion of Field Services during Pilot Startup after Buyer's Installation Contractor has corrected all Seller's listed installation deficiencies.	786

**Specification Section 11302:**

- To Page 9, Article 2.3.B.1.a., replace "316" with "304."
- To Page 9, Article 2.3.B.2., add "During the correction period," to the beginning of the sentence.
- To Page 10, Article 2.3.E.4.c., replace the sentence in its entirety with the following:  
"c. The membrane filtration unit shall use the speed of the positive displacement blower, which is proportional to the air flow rate, to monitor and ensure that the correct amount of air is being supplied to the membranes."
- To Page 15, Article 2.4.D.2.o., at the end of the sentence, add "by utilizing the PLC to totalize the RAS DeOx pump flow rate, the RAS DN pump flow rate, the net permeate flow rate and the WAS flow rate."

**Specification Section 11303:**

- To Page 7, Article 2.2.A.6., replace the sentence in its entirety with the following:  
"6. The design flux rate at Peak Flow shall be 26.2 gfd at 20.0 DegC based on an instantaneous flux and 90 percent recovery. The system shall be capable of being operated at 30.0 gfd +/- 1.0 gfd at 20 DegC by increasing the influent flow rate to approximately 115,000 gpd. The temperature correction factor to be used is  $\exp(0.0239 \cdot (T_{min} - 20))$ ."
- To Page 7, Article 2.2.B.1.a., delete the sentence in its entirety.
- To Page 9, Article 2.3.B.a., replace "316 stainless steel" with "cast iron."
- To Page 9, Article 2.3.B.2., add "During the correction period," to the beginning of the sentence.
- To Page 10, Article 2.3.D.4.c., replace the sentence in its entirety with the following:  
"c. The membrane filtration unit shall use the speed of the positive displacement blower, which is proportional to the air flow rate, to monitor and ensure that the correct amount of air is being supplied to the membranes."



- To Page 10, Article 2.3.D.7.c., replace the article and sub-articles in their entirety with the following:  
"c. Recovery cleaning solutions may be discharged to the pilot facility floor drain system."

**Specification Section 13440:**

- To Page 1, Article 1.5.A.3.b., add the following:  
"1) PLC System:  
a) Rack, Processor and Power Supply.  
b) Communication Modules.  
c) Input/Output Modules.  
d) Cables, software, accessories.  
2) Operator Interface System:  
a) OIT.  
b) Communications options.  
c) Cables, software, accessories.  
3) Power supplies and UPS.  
4) Relays and timers."
- To Page 2, Article 1.5.A.4., delete this article in its entirety.
- To Page 2, Article 1.5.A.6., delete this article in its entirety.

The Contract price as stated in the Agreement is unchanged by this Change Order.

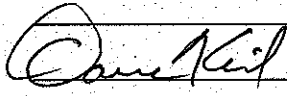
This Change Order, when executed by the parties to the Contract, amends the Contract and, as so amended, all terms and conditions of the Contract remain unchanged and in full force and effect. Payment and any time extension provided in this Change Order are full and complete compensation to the Seller for the change(s) to the work, deleted work, modified work, direct or indirect impact on the Seller's schedule, and for any equitable adjustment or time extension existing at the time of the execution of this Change Order to which the Seller may be entitled, pursuant to the Contract between the Buyer and Seller 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 Seller By:

Approved for HDR Engineering, Inc. By:

Approved for Buyer By:

Attest:

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date:

Date: 6/19/09

Date:

Date:

Distribution: Buyer, Seller, Engineer, Other:



## CHANGE ORDER NO. 1

**BUYER:** City of Coeur d'Alene Wastewater Department

**DATE:** June 19, 2009

**SELLER:** Zenon Environmental Corporation

**HDR PROJECT NO.:** 85061

**PROJECT:**

City of Coeur d'Alene Wastewater Department  
Furnishing a MBR and furnishing a TMF System for  
Low Phosphorus Demonstration Pilot Facility

**CONTRACT PERIOD:** May 28, 2009 to June 19, 2009

**CONTRACT DATE:** April 21, 2009

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

**Specification Section 00500:**

- To Page 2, replace the entire Milestone Event table with the following:

**Milestone Event**

Delivery of Mechanical P&IDs and Rotary Equipment Shop Drawings  
Delivery of Full Bill of Materials and Cut Sheets  
Delivery of Final Electrical Shop Drawings  
Delivery of Final Mechanical General Arrangement Drawings  
Delivery of Final Controls/Instrumentation Shop Drawings  
Delivery of Preliminary Operations and Maintenance Manuals  
Delivery of Goods to Site

**Maximum Acceptable Time Frame after Date of**

**Notice to Proceed**  
**(Calendar Days)**

50  
77  
91  
98  
106  
150  
180

**Milestone Event**

Satisfactory Completion of Start-Up and Testing  
Delivery of Final Operations and Maintenance Manuals  
Satisfactory Completion of Field Services during Pilot Startup after Buyer's  
Installation Contractor has corrected all Seller's listed installation  
deficiencies.

**Maximum Acceptable Time Frame after**  
**Buyer's Installation Contractor States System is**  
**Ready for Commencement of Manufacturer's**

**Field Services**  
**(Calendar Days)**

28  
56  
786

**Specification Section 11302:**

- To Page 9, Article 2.3.B.1.a., replace "316" with "304."
- To Page 9, Article 2.3.B.2., add "During the correction period," to the beginning of the sentence.
- To Page 10, Article 2.3.E.4.c., replace the sentence in its entirety with the following:  
"c. The membrane filtration unit shall use the speed of the positive displacement blower, which is proportional to the air flow rate, to monitor and ensure that the correct amount of air is being supplied to the membranes."
- To Page 15, Article 2.4.D.2.o., at the end of the sentence, add "by utilizing the PLC to totalize the RAS DeOx pump flow rate, the RAS DN pump flow rate, the net permeate flow rate and the WAS flow rate."

**Specification Section 11303:**

- To Page 7, Article 2.2.A.6., replace the sentence in its entirety with the following:  
"6. The design flux rate at Peak Flow shall be 26.2 gfd at 20.0 DegC based on an instantaneous flux and 90 percent recovery. The system shall be capable of being operated at 30.0 gfd +/- 1.0 gfd at 20 DegC by increasing the influent flow rate to approximately 115,000 gpd. The temperature correction factor to be used is  $\exp(0.0239 \cdot (T_{min} - 20))$ ."
- To Page 7, Article 2.2.B.1.a., delete the sentence in its entirety.
- To Page 9, Article 2.3.B.a., replace "316 stainless steel" with "cast iron."
- To Page 9, Article 2.3.B.2., add "During the correction period," to the beginning of the sentence.
- To Page 10, Article 2.3.D.4.c., replace the sentence in its entirety with the following:  
"c. The membrane filtration unit shall use the speed of the positive displacement blower, which is proportional to the air flow rate, to monitor and ensure that the correct amount of air is being supplied to the membranes."

- To Page 10, Article 2.3.D.7.c., replace the article and sub-articles in their entirety with the following:  
“c. Recovery cleaning solutions may be discharged to the pilot facility floor drain system.”

**Specification Section 13440:**

- To Page 1, Article 1.5.A.3.b., add the following:  
“1) PLC System:  
a) Rack, Processor and Power Supply.  
b) Communication Modules.  
c) Input/Output Modules.  
d) Cables, software, accessories.  
2) Operator Interface System:  
a) OIT.  
b) Communications options.  
c) Cables, software, accessories.  
3) Power supplies and UPS.  
4) Relays and timers.”
- To Page 2, Article 1.5.A.4., delete this article in its entirety.
- To Page 2, Article 1.5.A.6., delete this article in its entirety.

The Contract price as stated in the Agreement is unchanged by this Change Order.

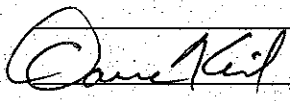
This Change Order, when executed by the parties to the Contract, amends the Contract and, as so amended, all terms and conditions of the Contract remain unchanged and in full force and effect. Payment and any time extension provided in this Change Order are full and complete compensation to the Seller for the change(s) to the work, deleted work, modified work, direct or indirect impact on the Seller's schedule, and for any equitable adjustment or time extension existing at the time of the execution of this Change Order to which the Seller may be entitled, pursuant to the Contract between the Buyer and Seller 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 Seller By:

Approved for HDR Engineering, Inc. By:

Approved for Buyer By:

Attest:

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date:

Date: 6/19/09

Date:

Date:

Distribution: Buyer, Seller, Engineer, Other:

## CITY COUNCIL STAFF REPORT

**DATE:** July 7, 2009  
**FROM:** David E. Shults, Capital Program Manager *DES*  
**SUBJECT:** Special Inspection for WWTP Digester #2 Repair

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### DECISION POINT:

Council approval is requested for the proposed agreement with Strata for special inspection services for repair of the metal cover for WWTP Digester #2 for an estimated cost of \$3,700.

### HISTORY:

Digester #2 was damaged on December 24, 2008 due to uncommon plugging of pressure relief equipment and overflow pipes thought to be caused by prolonged cold weather. The metal domed lid on the aboveground concrete tank was subjected to excessive pressure and shifted to a degree that resulted in damage to the support legs and peripheral seal. The City's wastewater engineering consultant, HDR Engineering conducted a thorough inspection of the digester and developed solutions for correcting the problems. HDR developed specifications, competitive contractor bids were solicited, and TML Construction was awarded the work. The building codes require that special inspection services are required for work associated with the repair welds and anchor bolts. HDR and city staff requested a proposal from Strata Geotechnical Engineering & Materials Testing for these services, and believe that the proposal and cost estimate from Strata is acceptable, and that the proposed agreement should be approved.

### FINANCIAL ANALYSIS:

#### Estimate for Repair of Digester #2

Advertisements and Building Permit	1,200
Engineering	\$70,000
Weld and Anchor Bolt Inspection	3,700
Contractor	131,820
Contingency 5%	<u>10,336</u>
Total	\$217,056

**Funding** The current year FY 2008-09 budget includes \$200,000 for refurbishment of clarifiers and digesters. Sufficient reserves exist in the Wastewater Fund for necessary costs of this project.

### DISCUSSION:

Repair work on Digester #2 has begun. This anaerobic digester is one of three that is needed to process biosolids to reduce bacteria and pathogens. The metal dome must be removed and repaired with welds and extra gussets. The dome will then be reattached to the concrete tank walls with new anchor bolts, and an annular seal will be installed. Several sections of pipe will be replaced and improved, and additional safety and alarm measures will be installed. The building code requires special inspection services for the welded metal fabrication and installation of the anchors. Strata is a local company that provides testing and

inspection services, and is offering to provide the required special services according to their standard charges included in the attached agreement.

**DECISION POINT/RECOMMENDATION:**

Council approval is requested for the proposed agreement with Strata for special inspection services for repair of the metal cover for WWTP Digester #2 for an estimated cost of \$3,700.

Attachment

des1324



June 26, 2009  
Proposal No. CP09054

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

RE: **PROPOSAL**  
Special Inspection  
Digester No. 2 Cover and Piping Repair  
Coeur d'Alene Wastewater Treatment Plant  
Coeur d'Alene, Idaho

Dear Mr. Shults:

STRATA Geotechnical Engineering and Materials Testing, Inc. (STRATA) is pleased to provide you with the following proposal for Special Inspection services for the Digester No. 2 cover and piping repair project at the Coeur d'Alene Wastewater Treatment Plant in Coeur d'Alene, Idaho. The following paragraphs describe our project understanding, scope of service and estimated fees.

#### **PROJECT UNDERSTANDING**

We understand the existing cover and piping for Digester No. 2 at the Coeur d'Alene Wastewater Treatment Plant over pressurized and unseated in December 2008. HDR has been retained by the treatment plant to provide plans and specifications, as well as special inspection services, for the cover and piping repair. We understand the repair includes installation of epoxy adhesive pipe support anchors, several welded pipe connections including full penetration welds, and repairing of cover hold downs and straps. We propose to provide full-time observation of full penetration welds and periodic inspection of bolts and non-full penetration welds.

This proposal is based on our project understanding, anticipated project duration, and anticipated scope of services as detailed below. The quantities listed in our fee schedule are **estimates**; variance in these quantities and associated testing fees may take place due to design changes, construction schedules, unanticipated conditions, weather, or other factors beyond our control.

#### **SCOPE OF SERVICES**

Our scope of services on this project will consist of the following:

- 1) Special Inspection of structural steel, including welded connections
- 2) Special inspection of adhesive installed bolts

STRATA will provide field professionals to accomplish the required field observations and testing per project plans and specifications or as directed by authorized project representatives. This proposal does not include compliance testing of other materials (i.e. concrete, grout, aggregates, cement, etc.), documentation of reinforcing steel (mill certification reports) or welding shop inspection. Therefore, we have not included these activities in our anticipated scope of services. If it becomes necessary, we can provide these services for an amended fee.

Angela Lemmerman will be the project manager and will be the point of contact in the coordination and scheduling of our special inspection, field observation, and laboratory testing services, and they will be your point of contact for this project. All requests for inspection and testing will be handled through our local Coeur d'Alene office (phone 208-772-2428). **We request that scheduling calls be made 24 hours in advance** in order to allow the appropriate response time for the project.

Item	Time/Unit	Unit Price	Rate
<u>Structural Steel</u> (does not include shop inspection)			
Structural Steel Special Inspection	50 hours	\$50.00 /hour	\$2,500.00
Adhesive Bolt Special Inspection	6 hours	\$50.00 /hour	<u>\$300.00</u>
		<b>Subtotal</b>	<b>\$2,800.00</b>
<u>Miscellaneous</u>			
Mileage	150 miles	\$0.60 /mile	\$90.00
Final Report and File Review	1 report	\$100.00 /each	\$100.00
Project Administrator	4 Hours	\$35.00 /hour	140.00
Project Management/Report Review	6 hours	\$95.00 /hour	<u>\$570.00</u>
		<b>Subtotal</b>	<b>\$900.00</b>
<b>Estimated Project Total</b>			<b>\$3,700.00</b>

A surcharge will be applied at a rate of \$25.00 per hour for weekends, holidays, and any hours above 40 per week. In the event of short notice scheduling (same-day) of field tests, a surcharge of \$35.00 will be applied per instance. These surcharges are in addition to our anticipated Scope of Service.

### Technical Management and Reports

Field personnel will leave a copy of their Daily Field Reports and field test results on site at the completion of each day's testing for review by authorized personnel. Our Project Manager will review the daily reports generated by field staff during construction. These reports will be delivered to the City and their designees on a bi-monthly basis in the form of typed daily field reports and laboratory test results.

Items found in non-compliance with the project requirements will be brought to the immediate attention of the contractor's superintendent, designated design professionals, and your project representative. As re-inspection items can have a serious impact on our budget, our Project Manager will review the daily progress reports to monitor items requiring re-

inspection and the hours involved in these re-inspections. These items will be documented and this information will be forwarded to you periodically for appropriate action and tracking of potential change orders and/or back charges. Our project manager will also conduct field visits in support of STRATA personnel and inspection procedures. Upon completion of the project, we will provide a final summary report to document the materials testing services.

### LIMITATIONS

The above scope of services is for construction materials testing, inspection and laboratory services. Our services do not include a geotechnical evaluation of any kind. We are not assuming the geotechnical engineer of record for the project. Our construction materials testing, inspection and laboratory services are limited to verifications of the plans and specifications. STRATA does not represent or warrant that we have reviewed the construction documents (plans, specifications, etc) for accuracy, appropriateness and whether the documents meet the standard of care at the time of our services in the North Idaho area.

### SUMMARY

We propose to accomplish the above Scope of Services on a time and expense basis for Digester No. 2 repair not to exceed **\$3,700.00** without prior authorization. We will perform testing services under the attached *General Conditions for Construction Observation and Materials Testing*. STRATA personnel take pride in their ability to provide timely and professional service to our clients. Again, we appreciate the opportunity to provide you this proposal to perform construction material testing services on this project. If this proposal is acceptable to you, please sign and return one copy of the attached *General Conditions* as authorization to proceed when contacted. If you have any questions, or if we can be of further assistance, please do not hesitate to call.

Sincerely,  
STRATA, Inc.



Angela Lemmerman, P.E.  
Project Manager and Engineer



Rick Woodworth, S.E.T.  
Area Testing Manager



**STRATA, INC.**  
**GENERAL CONDITIONS FOR**  
**CONSTRUCTION OBSERVATION AND MATERIALS TESTING**

Proposal Number/Proposal Date CP09054 / June 26, 2009	Client Name City of Coeur d'Alene
Project Name Digester No. 2 Cover and Piping Repair	Project Location Coeur d'Alene, Idaho

**SCOPE OF SERVICES.** STRATA Geotechnical Engineering and Materials Testing, Inc. (hereinafter "STRATA") shall perform the scope of services detailed in the proposal attached to these General Conditions. This Agreement may only be amended in writing and with the consent of both parties. STRATA can provide different levels of comprehensiveness in our services, for a corresponding increase or decrease in our fees. By signing the Agreement, Client acknowledges that it has reviewed STRATA's scope of services and agrees that it is reasonable and acceptable for the Project. If STRATA has provided an estimated total cost in our proposal, we will notify Client before we exceed the estimated total cost and shall not continue to provide services beyond such limit unless Client authorizes an increase. STRATA may exceed individual services budgets without Client authorization as long as the estimated total cost is not exceeded.

**STANDARD OF CARE.** STRATA will perform our services using the customary care and skill employed by competent professionals performing similar services under similar circumstances in the project area, subject to any limitations or exclusions contained in our proposal or the scope of our services under this Agreement. STRATA is not responsible for the work or services performed by others, nor are we responsible for the safety of any persons or property, other than the safety of our own employees. STRATA does not warrant or guarantee our services.

**CLIENT RESPONSIBILITIES.** Client agrees to provide STRATA with all plans, specifications, addenda, change orders, approved shop orders, approved shop drawings and other information for the proper performance of STRATA's scope of services. Client will authorize STRATA in writing free access to the Project site, and to all shops or yards where materials are prepared and stored. Client agrees to designate in writing a person or firm to act as Client's representative with respect to STRATA's services to be performed under this agreement. Such person or firm is to have complete authority to transmit instructions, receive information and data, interpret and define Client policies and decisions with respect to the Project and to order, at Client's expense, such technical services as may be requested by STRATA. Client agrees to designate in writing those persons or firms who are authorized to receive copies of our observation and test reports. Client will advise us sufficiently in advance of any operations so as to allow for assignment of personnel by STRATA for completion of the required services. Such advance notice shall be in accordance with that established by mutual agreement of the parties. Client agrees to direct the Project consultant, either by the construction contract or direct written order, to secure and deliver to STRATA, without cost to us, preliminary representative samples of those materials they propose to use which require testing, together with any relevant data of the materials. Additionally, the Project consultant will furnish such casual labor and all facilities needed by STRATA to obtain and handle samples at the Project and to facilitate the specified inspection and tests. It will be necessary for the Client to provide and maintain for STRATA's use, adequate space at the Project for safe storage and proper curing of test specimens, which must remain on the Project site prior to testing.

**INVOICES AND PAYMENT.** STRATA will invoice for services in accordance with the terms of our proposal or on a monthly basis. All invoices are due on receipt and will be assessed a late payment charge of 1.5% per month if not paid within 30 days of the invoice date. If STRATA is not paid when due, we may suspend or terminate all services and Client will return to STRATA all copies of any reports, plans, specifications or other documents prepared by STRATA under this Agreement and will not rely on these documents or use them in any fashion, including not bringing suit against STRATA.

**CHANGED CONDITIONS.** If, after execution of this agreement, STRATA discovers conditions or circumstances not anticipated by us, we will promptly notify Client of the changed condition. Client agrees to negotiate an appropriate modification to this Agreement, including an appropriate modification to STRATA's fees. If STRATA and Client cannot agree on a revised scope of services or fee, either party may terminate this Agreement as set forth in Termination and Suspension.

**HAZARDOUS MATERIALS.** STRATA is not responsible for any loss, injury, or damage to any person or personal property caused by Hazardous Materials. Further, our services are limited to construction observation and materials testing set forth in our proposal or scope of work and do not include any investigation, identification, evaluation, testing, or treatment of any Hazardous Materials. Client agrees to defend, indemnify, and hold STRATA harmless from any claims, liability, loss, or damage that arise from, or are alleged to arise from, Hazardous Materials. "Hazardous Materials" includes, but is not limited to, any toxic, noxious, poisonous, radioactive, or irritating material, chemical, or gas, and includes biological materials such as bacteria, viruses, fungi, spores and mold, and the emissions from biological materials.

**CERTIFICATIONS.** STRATA will not execute any certification unless the exact form of such certification has been approved by STRATA in writing prior to execution of this Agreement. Any certification by STRATA is only an expression of our professional opinion based on the service STRATA has performed for Client and is not a guarantee or warranty of any fact, condition or result.

**SAMPLES.** If STRATA provides in-house laboratory testing, we will preserve unused or remnant samples for 30 days after we issue the results of our testing, and unless otherwise agreed, will dispose of any non-contaminated materials thereafter. Samples contaminated with Hazardous Materials shall be removed and lawfully disposed of by Client.

**RELATIONSHIP OF THE PARTIES.** STRATA will perform our services as an independent consultant with our employees under our sole direction and control. STRATA will have the full power, discretion, and authority to select the means, manner, and method of completing our services for individual Projects without detail, control, or direction. STRATA may subcontract for the services of others without obtaining Client's consent where STRATA deems it necessary or desirable to complete our scope of services.

**NON-SOLICITATION.** The client /contractor agrees that during the term of this contract and for a period of two (2) years after termination of this contract, for any reason, client/contractor shall not directly or indirectly, induce or encourage, or attempt to induce or encourage or otherwise counsel, advise, ask or offer any person who is, at the time, employed by STRATA, to leave the employ of STRATA, or to accept employment with another employer, including but not limited to client/contractor, or to become an independent contractor, or to offer employment to or hire such person.



The parties agree that it would be impractical and very difficult to determine the amount of actual damages caused by a breach of this non-solicitation provision. Therefore, the parties agree that in the event it is established that there has been a violation of the non-solicitation provision, the client/contractor shall pay to STRATA, as liquidated damages and not as a penalty, the sum of fifteen thousand dollars (\$15,000.00) for each breach.

The parties agree that these liquidated damages represent reasonable compensation to STRATA for the loss which would be incurred by it due to any such breach, and nothing in this provision is intended to limit STRATA's right to seek and/or obtain injunctive or other relief as may be appropriate.

**SITE DISTURBANCE.** In the normal course of our exploratory services, STRATA may cause some surface and subsurface disturbance. Restoration of the property is not included in STRATA's scope of services unless specifically included in the proposal.

**INDEMNITY.** STRATA agrees to indemnify and hold Client harmless from and against claims, suits, liability, damages, and expenses, (including reasonable attorneys' fees) to the extent solely caused by STRATA's negligent performance of services under this Agreement. Client agrees to defend and indemnify STRATA against any and all claims, demands, suits, etc except as specifically provided herein.

**TERRORIST ACTIVITY.** Client understands and agrees that STRATA is not responsible for damages to persons, property, or economic interests arising from Terrorist Activity. Client will indemnify and hold STRATA harmless against all third-party claims for such damages that arise from, or are alleged to arise from, Terrorist Activity. The term "Terrorist Activity" means any deliberate, unlawful act that any authorized governmental official declares to be or to involve terrorism, terrorist activity, or acts of terrorism; or that involves the use or threat of force, violence, or harm to: (a) promote or advance a political, ideological, or religious cause or objective; (b) influence, disrupt, or interfere with a government; (c) intimidate, coerce, or frighten the general public; or (d) disrupt or interfere with any segment of a national economy.

**LIMITATION OF LIABILITY.** Client agrees to limit STRATA's total aggregate liability to Client and all third parties arising from any alleged negligent acts, errors or omissions, such that the total aggregate liability of STRATA, including but not limited to attorney's fees and costs, shall not exceed the greater of \$25,000 or STRATA's total fee for the services rendered on this Project. If Client wishes to increase this limitation amount, we can negotiate a higher limit in exchange for an appropriate increase in fee to reflect the change in risk allocation. Client further agrees to make this limitation of liability a part of any contract with all consultants or contractors hired by you, and to require any such consultant or contractor and its subconsultants and/or subcontractors to include an identical limitation of STRATA's liability for any damages suffered by such consultant, contractor, subconsultant, or subcontractor. Client and STRATA agree that neither will be liable to the other for any consequential or incidental damages.

**SURVIVABILITY.** The indemnity obligations and the limitations of liability established under this Agreement shall survive the expiration or termination of this Agreement. If STRATA provides additional services under this Agreement, or any amendment of it, this Agreement's indemnity obligations and limitation of liability will apply to all such services.

**NO JOINT AND SEVERAL LIABILITY.** STRATA shall not be jointly or severally liable for any damage of any kind or nature, including loss or damage of any kind to land or any structures or other improvements planned, designed, constructed or remodeled on the property which is the subject of this Agreement, or for any personal injury, including death, arising out of or resulting from any structural plan, design or construction, or the remodeling of any structure placed on the property which is the subject of this Agreement, unless said loss or damage or injury is the direct and proximate result of the sole negligence of STRATA.

**TERMINATION AND SUSPENSION.** Client or STRATA may terminate or suspend this Agreement upon seven (7) days written notice delivered personally or by certified mail to the other party. In the event of termination, other than caused by a material breach of this Agreement by STRATA, Inc., Client shall pay for all of STRATA's services performed through the date of termination, and for any necessary services and expenses incurred in connection with the termination of this Project. STRATA shall not be liable to Client for any failure or delay in performance due to circumstances beyond STRATA's control.

**CONTROLLING LAW.** The laws of the State of Idaho govern the interpretation and enforcement of this Agreement, and the venue for any legal dispute shall be in Coeur d'Alene, Kootenai County, Idaho.

**INTEGRATION AND SEVERABILITY.** The attached proposal and these General Conditions reflect the entire Agreement between STRATA and Client. If any portion of the Agreement is found to be void, such portion shall be stricken and the Agreement shall be reformed to as closely approximate the stricken portions as the law allows.

**OWNERSHIP OF DOCUMENTS.** Provided STRATA is paid in full, we grant Client a non-exclusive license to use the Drawings, Specifications, Reports or other documents prepared by STRATA for this Project. STRATA owns the Drawings, Specifications, Reports and other documents, or copies of any of these documents. Client will defend, indemnify and hold STRATA harmless from and against any action or proceeding brought by third parties that obtain the document from the Client, either directly or indirectly, and in any manner, use or rely on the documents without STRATA's prior written consent.

**ACCEPTANCE OF GENERAL CONDITIONS AND AUTHORIZATION TO PROCEED:** If Client gives verbal authorization to proceed and does not object to the General Conditions outlined above within 7 days, Client agrees to be bound by these terms.

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_





June 26, 2009  
Proposal No. CP09054

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

RE: **PROPOSAL**  
Special Inspection  
Digester No. 2 Cover and Piping Repair  
Coeur d'Alene Wastewater Treatment Plant  
Coeur d'Alene, Idaho

Dear Mr. Shults:

STRATA Geotechnical Engineering and Materials Testing, Inc. (STRATA) is pleased to provide you with the following proposal for Special Inspection services for the Digester No. 2 cover and piping repair project at the Coeur d'Alene Wastewater Treatment Plant in Coeur d'Alene, Idaho. The following paragraphs describe our project understanding, scope of service and estimated fees.

### PROJECT UNDERSTANDING

We understand the existing cover and piping for Digester No. 2 at the Coeur d'Alene Wastewater Treatment Plant over pressurized and unseated in December 2008. HDR has been retained by the treatment plant to provide plans and specifications, as well as special inspection services, for the cover and piping repair. We understand the repair includes installation of epoxy adhesive pipe support anchors, several welded pipe connections including full penetration welds, and repairing of cover hold downs and straps. We propose to provide full-time observation of full penetration welds and periodic inspection of bolts and non-full penetration welds.

This proposal is based on our project understanding, anticipated project duration, and anticipated scope of services as detailed below. The quantities listed in our fee schedule **are estimates**; variance in these quantities and associated testing fees may take place due to design changes, construction schedules, unanticipated conditions, weather, or other factors beyond our control.

### SCOPE OF SERVICES

Our scope of services on this project will consist of the following:

- 1) Special Inspection of structural steel, including welded connections
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Item	Time/Unit	Unit Price	Rate
<u>Structural Steel</u> (does not include shop inspection)			
Structural Steel Special Inspection	50 hours	\$50.00 /hour	\$2,500.00
Adhesive Bolt Special Inspection	6 hours	\$50.00 /hour	<u>\$300.00</u>
		<b>Subtotal</b>	<b>\$2,800.00</b>
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Mileage	150 miles	\$0.60 /mile	\$90.00
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		<b>Subtotal</b>	<b>\$900.00</b>
<b>Estimated Project Total</b>			<b>\$3,700.00</b>

A surcharge will be applied at a rate of \$25.00 per hour for weekends, holidays, and any hours above 40 per week. In the event of short notice scheduling (same-day) of field tests, a surcharge of \$35.00 will be applied per instance. These surcharges are in addition to our anticipated Scope of Service.

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inspection and the hours involved in these re-inspections. These items will be documented and this information will be forwarded to you periodically for appropriate action and tracking of potential change orders and/or back charges. Our project manager will also conduct field visits in support of STRATA personnel and inspection procedures. Upon completion of the project, we will provide a final summary report to document the materials testing services.

### LIMITATIONS

The above scope of services is for construction materials testing, inspection and laboratory services. Our services do not include a geotechnical evaluation of any kind. We are not assuming the geotechnical engineer of record for the project. Our construction materials testing, inspection and laboratory services are limited to verifications of the plans and specifications. STRATA does not represent or warrant that we have reviewed the construction documents (plans, specifications, etc) for accuracy, appropriateness and whether the documents meet the standard of care at the time of our services in the North Idaho area.

### SUMMARY

We propose to accomplish the above Scope of Services on a time and expense basis for Digester No. 2 repair not to exceed **\$3,700.00** without prior authorization. We will perform testing services under the attached *General Conditions for Construction Observation and Materials Testing*. STRATA personnel take pride in their ability to provide timely and professional service to our clients. Again, we appreciate the opportunity to provide you this proposal to perform construction material testing services on this project. If this proposal is acceptable to you, please sign and return one copy of the attached *General Conditions* as authorization to proceed when contacted. If you have any questions, or if we can be of further assistance, please do not hesitate to call.

Sincerely,  
STRATA, Inc.



Angela Lemmerman, P.E.  
Project Manager and Engineer



Rick Woodworth, S.E.T.  
Area Testing Manager

**STRATA, INC.**  
**GENERAL CONDITIONS FOR**  
**CONSTRUCTION OBSERVATION AND MATERIALS TESTING**

Proposal Number/Proposal Date CP09054 / June 26, 2009	Client Name City of Coeur d'Alene
Project Name Digester No. 2 Cover and Piping Repair	Project Location Coeur d'Alene, Idaho

**SCOPE OF SERVICES.** STRATA Geotechnical Engineering and Materials Testing, Inc. (hereinafter "STRATA") shall perform the scope of services detailed in the proposal attached to these General Conditions. This Agreement may only be amended in writing and with the consent of both parties. STRATA can provide different levels of comprehensiveness in our services, for a corresponding increase or decrease in our fees. By signing the Agreement, Client acknowledges that it has reviewed STRATA's scope of services and agrees that it is reasonable and acceptable for the Project. If STRATA has provided an estimated total cost in our proposal, we will notify Client before we exceed the estimated total cost and shall not continue to provide services beyond such limit unless Client authorizes an increase. STRATA may exceed individual services budgets without Client authorization as long as the estimated total cost is not exceeded.

**STANDARD OF CARE.** STRATA will perform our services using the customary care and skill employed by competent professionals performing similar services under similar circumstances in the project area, subject to any limitations or exclusions contained in our proposal or the scope of our services under this Agreement. STRATA is not responsible for the work or services performed by others, nor are we responsible for the safety of any persons or property, other than the safety of our own employees. STRATA does not warrant or guarantee our services.

**CLIENT RESPONSIBILITIES.** Client agrees to provide STRATA with all plans, specifications, addenda, change orders, approved shop orders, approved shop drawings and other information for the proper performance of STRATA's scope of services. Client will authorize STRATA in writing free access to the Project site, and to all shops or yards where materials are prepared and stored. Client agrees to designate in writing a person or firm to act as Client's representative with respect to STRATA's services to be performed under this agreement: Such person or firm is to have complete authority to transmit instructions, receive information and data, interpret and define Client policies and decisions with respect to the Project and to order, at Client's expense, such technical services as may be requested by STRATA. Client agrees to designate in writing those persons or firms who are authorized to receive copies of our observation and test reports. Client will advise us sufficiently in advance of any operations so as to allow for assignment of personnel by STRATA for completion of the required services. Such advance notice shall be in accordance with that established by mutual agreement of the parties. Client agrees to direct the Project consultant, either by the construction contract or direct written order, to secure and deliver to STRATA, without cost to us, preliminary representative samples of those materials they propose to use which require testing, together with any relevant data of the materials. Additionally, the Project consultant will furnish such casual labor and all facilities needed by STRATA to obtain and handle samples at the Project and to facilitate the specified inspection and tests. It will be necessary for the Client to provide and maintain for STRATA's use, adequate space at the Project for safe storage and proper curing of test specimens, which must remain on the Project site prior to testing.

**INVOICES AND PAYMENT.** STRATA will invoice for services in accordance with the terms of our proposal or on a monthly basis. All invoices are due on receipt and will be assessed a late payment charge of 1.5% per month if not paid within 30 days of the invoice date. If STRATA is not paid when due, we may suspend or terminate all services and Client will return to STRATA all copies of any reports, plans, specifications or other documents prepared by STRATA under this Agreement and will not rely on these documents or use them in any fashion, including not bringing suit against STRATA.

**CHANGED CONDITIONS.** If, after execution of this agreement, STRATA discovers conditions or circumstances not anticipated by us, we will promptly notify Client of the changed condition. Client agrees to negotiate an appropriate modification to this Agreement, including an appropriate modification to STRATA's fees. If STRATA and Client cannot agree on a revised scope of services or fee, either party may terminate this Agreement as set forth in Termination and Suspension.

**HAZARDOUS MATERIALS.** STRATA is not responsible for any loss, injury, or damage to any person or personal property caused by Hazardous Materials. Further, our services are limited to construction observation and materials testing set forth in our proposal or scope of work and do not include any investigation, identification, evaluation, testing, or treatment of any Hazardous Materials. Client agrees to defend, indemnify, and hold STRATA harmless from any claims, liability, loss, or damage that arise from, or are alleged to arise from, Hazardous Materials. "Hazardous Materials" includes, but is not limited to, any toxic, noxious, poisonous, radioactive, or irritating material, chemical, or gas, and includes biological materials such as bacteria, viruses, fungi, spores and mold, and the emissions from biological materials.

**CERTIFICATIONS.** STRATA will not execute any certification unless the exact form of such certification has been approved by STRATA in writing prior to execution of this Agreement. Any certification by STRATA is only an expression of our professional opinion based on the service STRATA has performed for Client and is not a guarantee or warranty of any fact, condition or result.

**SAMPLES.** If STRATA provides in-house laboratory testing, we will preserve unused or remnant samples for 30 days after we issue the results of our testing, and unless otherwise agreed, will dispose of any non-contaminated materials thereafter. Samples contaminated with Hazardous Materials shall be removed and lawfully disposed of by Client.

**RELATIONSHIP OF THE PARTIES.** STRATA will perform our services as an independent consultant with our employees under our sole direction and control. STRATA will have the full power, discretion, and authority to select the means, manner, and method of completing our services for individual Projects without detail, control, or direction. STRATA may subcontract for the services of others without obtaining Client's consent where STRATA deems it necessary or desirable to complete our scope of services.

**NON-SOLICITATION.** The client /contractor agrees that during the term of this contract and for a period of two (2) years after termination of this contract, for any reason, client/contractor shall not directly or indirectly, induce or encourage, or attempt to induce or encourage or otherwise counsel, advise, ask or offer any person who is, at the time, employed by STRATA, to leave the employ of STRATA, or to accept employment with another employer, including but not limited to client/contractor, or to become an independent contractor, or to offer employment to or hire such person.



The parties agree that it would be impractical and very difficult to determine the amount of actual damages caused by a breach of this non-solicitation provision. Therefore, the parties agree that in the event it is established that there has been a violation of the non-solicitation provision, the client/contractor shall pay to STRATA, as liquidated damages and not as a penalty, the sum of fifteen thousand dollars (\$15,000.00) for each breach.

The parties agree that these liquidated damages represent reasonable compensation to STRATA for the loss which would be incurred by it due to any such breach, and nothing in this provision is intended to limit STRATA's right to seek and/or obtain injunctive or other relief as may be appropriate.

**SITE DISTURBANCE.** In the normal course of our exploratory services, STRATA may cause some surface and subsurface disturbance. Restoration of the property is not included in STRATA's scope of services unless specifically included in the proposal.

**INDEMNITY.** STRATA agrees to indemnify and hold Client harmless from and against claims, suits, liability, damages, and expenses, (including reasonable attorneys' fees) to the extent solely caused by STRATA's negligent performance of services under this Agreement. Client agrees to defend and indemnify STRATA against any and all claims, demands, suits, etc except as specifically provided herein.

**TERRORIST ACTIVITY.** Client understands and agrees that STRATA is not responsible for damages to persons, property, or economic interests arising from Terrorist Activity. Client will indemnify and hold STRATA harmless against all third-party claims for such damages that arise from, or are alleged to arise from, Terrorist Activity. The term "Terrorist Activity" means any deliberate, unlawful act that any authorized governmental official declares to be or to involve terrorism, terrorist activity, or acts of terrorism; or that involves the use or threat of force, violence, or harm to: (a) promote or advance a political, ideological, or religious cause or objective; (b) influence, disrupt, or interfere with a government; (c) intimidate, coerce, or frighten the general public; or (d) disrupt or interfere with any segment of a national economy.

**LIMITATION OF LIABILITY.** Client agrees to limit STRATA's total aggregate liability to Client and all third parties arising from any alleged negligent acts, errors or omissions, such that the total aggregate liability of STRATA, including but not limited to attorney's fees and costs, shall not exceed the greater of \$25,000 or STRATA's total fee for the services rendered on this Project. If Client wishes to increase this limitation amount, we can negotiate a higher limit in exchange for an appropriate increase in fee to reflect the change in risk allocation. Client further agrees to make this limitation of liability a part of any contract with all consultants or contractors hired by you, and to require any such consultant or contractor and its subconsultants and/or subcontractors to include an identical limitation of STRATA's liability for any damages suffered by such consultant, contractor, subconsultant, or subcontractor. Client and STRATA agree that neither will be liable to the other for any consequential or incidental damages.

**SURVIVABILITY.** The indemnity obligations and the limitations of liability established under this Agreement shall survive the expiration or termination of this Agreement. If STRATA provides additional services under this Agreement, or any amendment of it, this Agreement's indemnity obligations and limitation of liability will apply to all such services.

**NO JOINT AND SEVERAL LIABILITY.** STRATA shall not be jointly or severally liable for any damage of any kind or nature, including loss or damage of any kind to land or any structures or other improvements planned, designed, constructed or remodeled on the property which is the subject of this Agreement, or for any personal injury, including death, arising out of or resulting from any structural plan, design or construction, or the remodeling of any structure placed on the property which is the subject of this Agreement, unless said loss or damage or injury is the direct and proximate result of the sole negligence of STRATA.

**TERMINATION AND SUSPENSION.** Client or STRATA may terminate or suspend this Agreement upon seven (7) days written notice delivered personally or by certified mail to the other party. In the event of termination, other than caused by a material breach of this Agreement by STRATA, Inc., Client shall pay for all of STRATA's services performed through the date of termination, and for any necessary services and expenses incurred in connection with the termination of this Project. STRATA shall not be liable to Client for any failure or delay in performance due to circumstances beyond STRATA's control.

**CONTROLLING LAW.** The laws of the State of Idaho govern the interpretation and enforcement of this Agreement, and the venue for any legal dispute shall be in Coeur d'Alene, Kootenai County, Idaho.

**INTEGRATION AND SEVERABILITY.** The attached proposal and these General Conditions reflect the entire Agreement between STRATA and Client. If any portion of the Agreement is found to be void, such portion shall be stricken and the Agreement shall be reformed to as closely approximate the stricken portions as the law allows.


**OWNERSHIP OF DOCUMENTS.** Provided STRATA is paid in full, we grant Client a non-exclusive license to use the Drawings, Specifications, Reports or other documents prepared by STRATA for this Project. STRATA owns the Drawings, Specifications, Reports and other documents, or copies of any of these documents. Client will defend, indemnify and hold STRATA harmless from and against any action or proceeding brought by third parties that obtain the document from the Client, either directly or indirectly, and in any manner, use or rely on the documents without STRATA's prior written consent.

**ACCEPTANCE OF GENERAL CONDITIONS AND AUTHORIZATION TO PROCEED:** If Client gives verbal authorization to proceed and does not object to the General Conditions outlined above within 7 days, Client agrees to be bound by these terms.

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_.



**CITY COUNCIL  
STAFF REPORT**

**DATE:** July 7, 2007  
**FROM:** Christopher H. Bates, Project Manager   
**SUBJECT:** **Sunrise Commercial Park 1<sup>st</sup> Addition: Final Plat Approval, Acceptance of Improvements, Maintenance/Warranty Agreement and Security Approval**

---

**DECISION POINT**

Staff is requesting the following:

1. Approval of the final plat document.
2. Acceptance of the installed public improvements for the Sunrise Commercial Park 1<sup>st</sup> Addition.
3. Approval of the maintenance/warranty agreement and security.

**HISTORY**

- a.      Applicant:      Grant Stowe                      Ryder W. Irvine  
                                 3365 S. Ebert Road              S.I. Construction, LLC  
                                 Coeur d'Alene, ID 83814      PO Box 188  
                                                                      Hayden, ID 83835-0188
- b.      Location:      Extension of Sunup Avenue, south of Hanley Avenue, between US Hwy 95 and Government Way.
- c.      Previous Action:  
  1. Preliminary plat approval August 2007.

**FINANCIAL ANALYSIS**

The developer's contractor is providing warranty security amounting to \$7,800.00 for the public infrastructure improvements that they installed in the development. The one (1) year warranty period will terminate on July 7, 2010.

**PERFORMANCE ANALYSIS**

The developer has installed all of the required public improvements, and the appropriate City departments have approved the installations and have found them ready to accept them for maintenance. Acceptance of the installed improvements will allow the issuance of building permits for the development. The City maintenance will be required to start after the one (1) year warranty period expires on July 7, 2010.

**DECISION POINT RECOMMENDATION**

1. Approve the final plat document.
2. Accept the installed public improvements.
3. Approve the Maintenance/Warranty agreement and accompanying security.



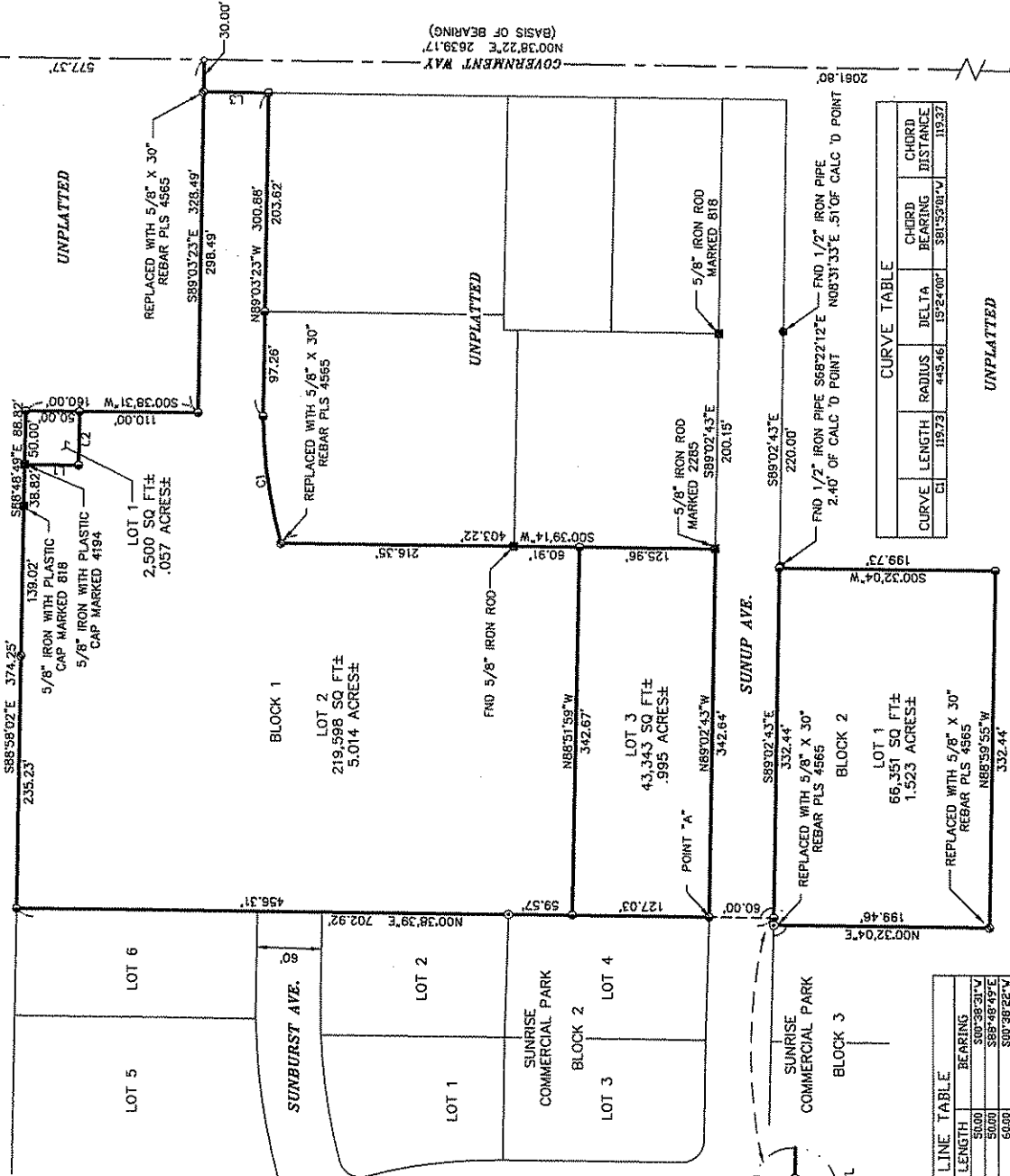
# SUNRISE COMMERCIAL PARK 1ST ADDITION

## A PORTION OF THE NE 1/4 OF SEC. 35, T.51N., R.4W., B.M., CITY OF COEUR D' ALENE, KOOTENAI COUNTY, IDAHO

GRAPHIC SCALE



1"=75'

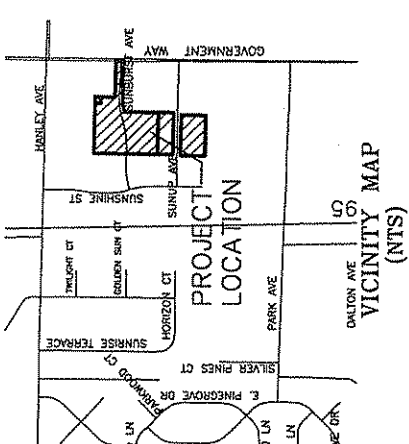


LINE	LENGTH	BEARING
L1	50.00	S00°38'31"W
L2	50.00	S89°48'45"E
L3	60.00	S00°38'22"W

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	199.73	445.46	152°4'00"	S81°52'01"W	199.37

1/4 CORNER  
FND 2" IRON ROD WITH 2"  
ALUM CAP  
CP&F TO BE FILED

UNPLATTED



### LEGEND

- SET 5/8" X 30" REBAR WITH PLASTIC CAP MARKED, PLS 4565
- FD. 1/2" IRON ROD
- FD MONUMENT (MATERIAL AND SIZE AS NOTED)
- ⊙ FD 1/2" IRON ROD WITH PLASTIC CAP MARKED 4564
- FOUND 1/2" IRON PIPE
- CALCULATED POINT (NOTHING FOUND OR SET)

### BASIS OF BEARING

BASIS OF BEARING IS NORTH 00°38'22" EAST ALONG THE CENTERLINE OF GOVERNMENT WAY.

### SURVEYS OF RECORD & PRIOR SURVEYS

- RECORD OF SURVEY - A PORTION OF NEK OF THE NE 1/4 OF SEC 35, BOOK 24, PAGE 84, 2006
- PLAT OF HANLEY COMMERCIAL CENTER - BOOK 1, PAGE 21
- RECORD OF SURVEY - THE SOUTH HALF OF LOTS 49, 50 & 51, BOOK 17, PAGE 98, 1995
- RECORD OF SURVEY - TAX # 10041 & 10037, BOOK 14, PAGE 173
- RECORD OF SURVEY - OF NORTH 132 FEET OF LOTS 47 & 48, BOOK 17, PAGE 35, 1992
- PLAT OF SUNRISE COMMERCIAL PARK, BOOK 5, PAGE 163

### NOTES

- ALL DISTANCES ARE IN U.S. FEET.

**TATE ENGINEERING**  
1103 N. 4TH STREET, COEUR D' ALENE, IDAHO, 83814  
(208) 676-8708 FAX: (208) 687-2129

PROJECT NO: 07104 DATE: 07/19/07 SCALE: 1"= 75'  
DRAWING: 07104SP CHECKED: EAW  
DRAWN BY: DCH

## AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK

THIS AGREEMENT made this \_\_\_\_ day of July, 2009 between S.I. Construction, LLC, with Ryder W. Irvine, Member, whose address is PO Box 188, Hayden, ID 83835-0188, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved the final commercial subdivision plat of Sunrise Commercial Park 1<sup>st</sup> Addition, a four (4) lot commercial development in Coeur d'Alene, situated in the northeast quarter of Section 35, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho; and

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

### IT IS AGREED AS FOLLOWS:

The Developer agrees to maintain and warrant for a period of one year from the approval date of this agreement, the public improvements as shown on the construction plans entitled "Stowe Property Frontage Improvement Site Plan, Record Drawings", signed and stamped by Robert M. Tate, PE # 6896, dated November 20, 2008, including but not limited to: sanitary sewer system and appurtenances, water system and appurtenances, fire hydrants, storm water swales and appurtenances, asphalt paving and roadway construction, concrete curb and gutter and concrete sidewalk as required under Title 16 of the Coeur d'Alene Municipal Code.

The Developer herewith delivers to the City, security in a form acceptable to the City, for the amount of Seven Thousand Eight Hundred and 00/100 Dollars (\$7,800.00) securing the obligation of the Developer to maintain and warrant the public subdivision improvements referred to herein. The security shall not be released until the 16<sup>th</sup> day of June 2010. The City Inspector will conduct a final inspection prior to the release of the security to verify that all installed improvements are undamaged and free from defect. In the event that the improvements made by the Developer were not maintained or became defective during the period set forth above, the City may demand the funds represented by the security and use the proceeds to complete maintenance or repair of the improvements thereof. The Developer further agrees to be responsible for all costs of warranting and maintaining said improvements above the amount of the security given.


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

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

City of Coeur d'Alene

S.I. CONSTRUCTION, LLC

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

  
\_\_\_\_\_  
Ryder W. Irvine, Member

ATTEST

\_\_\_\_\_  
Susan Weathers, City Clerk

**MAINTENANCE  
BOND**

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**  
Hartford, Connecticut 06183

Bond No.: 105273605

KNOWN ALL BY THESE PRESENTS: That we S.I. CONSTRUCTION, LLC, as Principal, and Travelers Casualty and Surety Company of America, a corporation organized and existing under the Laws of the State of Connecticut, as Surety, are held and firmly bound unto CITY OF COEUR D'ALENE, as Obligee, in the total sum of ---SEVEN THOUSAND EIGHT HUNDRED AND NO/100--- U.S. Dollars (\$7,800.00) for the payment whereof said Principal and Surety bind themselves, jointly and severally, as provided herein.

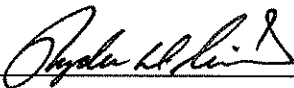
WHEREAS, the Principal entered into a contract with the Obligee dated JUNE 23, 2008 for STOWE PROPERTY FRONTAGE IMPR. ("Work").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall maintain and remedy said Work free from defects in materials and workmanship for a period of ONE (1) year(s) commencing on JUNE 16, 2009 (the "Maintenance Period"), then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that any suit under this bond shall be commenced no later than one (1) year from the expiration date of the Maintenance Period; provided, however, that if this limitation is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law, and said period of limitation shall be deemed to have accrued and shall commence to run on the expiration date of the Maintenance Period.

SIGNED this 12TH day of JUNE, 2009.

S.I. CONSTRUCTION, LLC  
(Principal)

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

Travelers Casualty and Surety Company of America

By: \_\_\_\_\_  
CHRIS LARSON, Attorney-in-Fact



## POWER OF ATTORNEY

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 Seaboard Surety Company  
 St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company  
 St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 220210

Certificate No. 002710530

**KNOW ALL MEN BY THESE PRESENTS:** That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

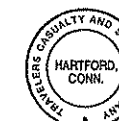
Chris Larson, George C. Schroeder, W.W. Weller, Wm. Dinneen, H. Keith McNally, Kathy Gurley, Jo Ann Mikkelsen, Heather Anderson, and Erin L. Repp

of the City of Spokane, State of Washington, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 18th day of November, 2008

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 Seaboard Surety Company  
 St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company  
 St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company



State of Connecticut  
 City of Hartford ss.

By:

*George W. Thompson*  
 George W. Thompson, Senior Vice President

On this the 18th day of November, 2008, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.  
 My Commission expires the 30th day of June, 2011.



*Marie C. Tetreault*  
 Marie C. Tetreault, Notary Public

**CITY COUNCIL  
STAFF REPORT**

**DATE:** July 7, 2009  
**FROM:** Christopher H. Bates, Engineering Project Manager   
**SUBJECT:** Zanetti Subdivision, Final Plat, Subdivision Agreement & Security Approval

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**DECISION POINT**

Staff is requesting the following:

1. City Council approval of the final plat document, a 4 lot commercial development.

**HISTORY**

- a. Applicant: Zanetti Bros., Inc.  
PO Box 928  
Osburn, ID 83849
- b. Location: Northeast corner of Appleway Avenue and Ramsey Road.
- c. Previous Action: Preliminary plat approval in February 2009.

**FINANCIAL ANALYSIS**

The applicant has entered into a subdivision agreement and provided security (Subdivision Bond for \$433,272.00) to insure the installation of the outstanding improvements.

**PERFORMANCE ANALYSIS**

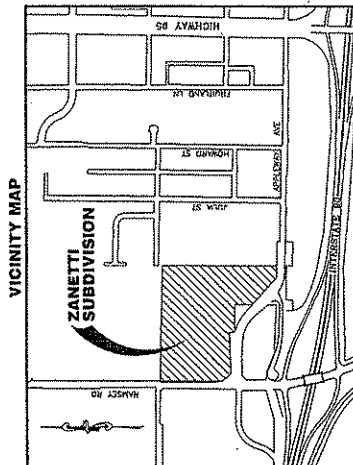
The outstanding improvements consist of sanitary sewer and water main construction, street cut and repair, concrete curb and gutter, structural fill, erosion control and internal monumentation, all to be installed no later than December 31, 2009.

**DECISION POINT RECOMMENDATION**

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



RUSSELL G. HONSAKER, P.L.S., No. 5289



LINE TABLE		
LINE	LENGTH	BEARING
L1	8.27	S 00°01'10" E
L2	75.00	S 88°54'22" E
L3	25.00	S 88°54'22" E
L4	60.32	N 00°00'28" W
L5	48.97	N 00°04'11" E

Basis of Bearing

ZANETTI SUBDIVISION

**FRAME & SMETANA: PA**

SCALE: 1"=100' 2-50N-4W A223 DRAIN BY: JAN 603 North 4th Street, Coeur d'Alene, Idaho 83814 SHEET 1 OF 2

## AGREEMENT TO PERFORM SUBDIVISION WORK

THIS AGREEMENT made this \_\_\_\_ day of July, 2009 between Zanetti Borthers, Inc., with Herbert J. Zanetti, Jr., president, whose address is PO Box 928, Osburn, ID 83849, hereinafter referred to as the "**Developer**," and the City of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, hereinafter referred to as the "**City**,"

WHEREAS, the City has approved, subject to completion of the required improvements, the ZANETTI SUBDIVISION, a four (4) lot commercial development in Coeur d'Alene, situated in the Southwest ¼ of Section 2, Township 50 North, Range 4 West, B.M., Kootenai County, Idaho, and, has agreed that the final plat may be recorded; NOW, THEREFORE,

### IT IS AGREED AS FOLLOWS:

The Developer agrees to complete the following public improvements: sanitary sewer main line, manholes, lateral services and appurtenances, water main line and appurtenances, street repair with asphalt patch, concrete curb and gutter, structural fill placement, erosion control, and, interior monumentation as required under Title 16 of the Coeur d'Alene Municipal Code, on or before the 31<sup>st</sup> day of December, 2009. Said improvements are more particularly described on the submitted estimate dated May 27, 2009 by Michael L. Paul, PE #11038 of Frame & Smetana, PA, Consulting Engineers, whose address is 603 N. 4<sup>th</sup> Street, Coeur d'Alene, ID, 83814, attached as Exhibit "A", and, shown on the site development permit #115202-S civil site plan component completed by Michael L. Paul, PE # 11038, on file in the City of Coeur d'Alene Building Department's office and incorporated herein by reference.

The Developer, prior to recording the plat, shall deliver to the City, security that is acceptable to the City Attorney, in the amount of Four Hundred Thirty Three Thousand Two Hundred Seventy Two and 00/100 (**\$433,272.00**) securing the obligation of the Developer to complete the subdivision improvements referred to herein. The term of the security shall extend at least one year beyond the time within which the improvements are to be completed as provided herein, and a copy of such security is marked Exhibit "B" attached hereto and by reference made a part hereof. The security shall provide that upon failure of the Developer's to complete the improvements within the time herein provided, the City may demand the funds represented by the security and use the proceeds thereof to complete or have the improvements completed. In the event the City completes the improvements as a result of the Developer's default, the Developer's shall be responsible for any costs that exceed the posted security for the public improvements noted herein.

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



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

CITY OF COEUR D'ALENE

ZANETTI BROTHERS, INC

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

\_\_\_\_\_  
Herbert J. Zanetti, Jr., President

ATTEST:

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

# FRAME & SMETANA, P.A.

CONSULTING ENGINEERS

603 NORTH 4TH STREET

Phone (208) 664-2121 - Fax (208) 765-5502

COEUR D'ALENE, IDAHO 83814

## ZANETTI SUBDIVISION

### REMAINING IMPROVEMENTS COST ESTIMATE

May 16, 2009

ITEM	DESCRIPTION	EST QUAN	UNIT	UNIT COST	TOTAL
401	8" Water Connection	2	EA	\$ 2,400.00	\$ 4,800.00
402	8" PVC C900 Water Main (installed)	1,735	LF	\$ 22.00	\$ 38,170.00
403	8" Water Valve	8	EA	\$ 1,100.00	\$ 8,800.00
404	8" Water Fitting	13	EA	\$ 750.00	\$ 9,750.00
501	Connection to existing manhole	1	EA	\$ 1,450.00	\$ 1,450.00
502	8" PVC Sewer Main (installed)	541	LF	\$ 26.00	\$ 14,066.00
503	6" Sewer Service Line (installed)	634	LF	\$ 18.00	\$ 11,412.00
504	48" Diameter Manhole	2	EA	\$ 9,800.00	\$ 19,600.00
701	Appleway Ave. & Marie Ave. Surface Repair	1	LS	\$24,000.00	\$ 24,000.00
702	Remove concrete approach, replace w/standard curb & gutter	3	EA	\$ 2,100.00	\$ 6,300.00
801	Import, place & compact structural fill	10,000	CY	\$ 1.40	\$ 14,000.00
802	Place & compact structural fill, borrow on-site	170,000	CY	\$ 0.75	\$ 127,500.00
1000	Misc. Erosion Control Facilities	1	LS	\$ 7,500.00	\$ 7,500.00
2000	Set interior property pins	1	LS	\$ 1,500.00	\$ 1,500.00

TOTAL \$ 288,848.00

Completion Bond, 150% of remaining items

\$ 433,272.00

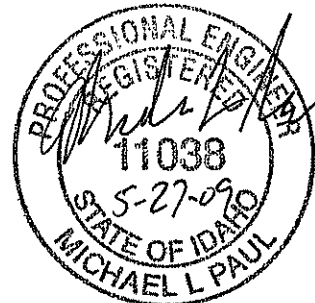


EXHIBIT "A"

# SUBDIVISION BOND

Bond No: SSB 397607

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_

ZANETTI BROS. INC.

Principal, and RLI INSURANCE COMPANY

authorized to do business in the State of IDAHO, as Surety, are held and firmly bound unto \_\_\_\_\_

CITY OF COEUR D'ALENE

as Obligees, in the penal sum of FOUR HUNDRED THIRTY THREE THOUSAND TWO HUNDRED SEVENTY

TWO AND 00/100 (\$433,272.00) DOLLARS, lawful money of

the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, ZANETTI BROS. INC.

as agreed to construct in A FOUR LOT COMMERCIAL DEVELOPMENT IN COEUR D'ALENE, SITUATED IN THE  
SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 50 NORTH, RANGE 4 WEST, B.M., KOOTENAI COUNTY, IDAHO

the following improvements: SANITARY SEWER MAIN LINE, MANHOLES, LATERAL SERVICES AND APPURTENANCES, WATER  
MAIN LINE AND APPURTENANCES, STREET REPAIR WITH ASPHALT PATCHES, CONCRETE CURB AND GUTTER,  
STRUCTURAL FILL PLACEMENT, EROSION CONTROL, AND INTERIOR MONUMENTATION AS REQUIRED UNDER TITLE 16  
OF THE COEUR D'ALENE MUNICIPAL CODE

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall  
construct, or have constructed, the improvements herein described and shall save the Obligees harmless from any loss, cost or  
damage by reason of its failure to complete said work, then this obligation shall be null and void; otherwise to remain in full  
force and effect.

Signed, sealed and dated this 9TH day of JUNE, 2009.

ZANETTI BROS. INC.

By: [Signature] Principal

RLI INSURANCE COMPANY

By: [Signature]  
HEATHER ANDERSON Attorney-in-Fact

EXHIBIT "B"



RLI Surety  
P.O. Box 3967 | Peoria, IL 61612-3967  
Phone: (800)645-2402 | Fax: (309)689-2036  
www.rlicorp.com

# POWER OF ATTORNEY

## RLI Insurance Company

### Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, an Illinois corporation, does hereby make, constitute and appoint:

H. Keith McNally, Joann Mikkelsen, Walt Weller, George Schroeder, Kathy Gurley, Chris Larson, Heather Anderson jointly or severally.

in the City of Spokane, State of Washington its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

**Any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000) for any single obligation.**

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 14th day of August, 2008.

State of Illinois }  
County of Peoria } SS



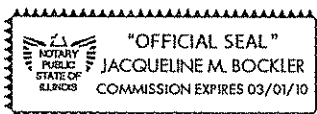
**RLI Insurance Company**

By: Roy C. Die Vice President

### CERTIFICATE

On this 14th day of August, 2008, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Jacqueline M. Bockler Notary Public



I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 9th day of June, 2009.

**RLI Insurance Company**

By: Roy C. Die Vice President

## LEASE AGREEMENT

This lease agreement made this 7th day of July, 2009, between the **City of Coeur d'Alene**, Kootenai County, Idaho, a municipal corporation and political subdivision of the state of Idaho ("City") with its principal place of business at 710 East Mullan Avenue, Coeur d'Alene, ID 83814 and the **Neider House, LTD**, a non-profit corporation organized pursuant to the laws of the State of Idaho ("St. Vincent") with its principal place of business at 108 Walnut Avenue, Coeur d'Alene, Idaho 83814.

The Parties hereby agree as follows:

1. PREMISES: The City hereby leases to St. Vincent real property located at corner of Howard Avenue and Neider Avenue, legally described at Lot 3, Block 1, Braunsen Addition, Coeur d'Alene, Idaho 83814 ("the Premises"). The Premises is legally described on Exhibit "1," attached hereto and incorporated herein by this reference.

2. PURPOSE: The sole purpose of this Lease is to allow St Vincent to develop, operate and maintain a Housing and Urban Development ("HUD") Section 202 financed affordable housing development on the Premises.

3. TERM OF LEASE:

A. Original Term: The Lease will commence upon St. Vincent's receipt of HUD funding for a housing project consistent with the lease purpose. The term will extend for seventy five (75) years from the date HUD funding is received by St. Vincent.

B. Option to Extend: St. Vincent is hereby given the exclusive option to extend the term on all the provisions contained in this Lease for one (1) additional twenty five (25) year period ("extended term") following expiration of the original term, by giving notice of exercise of the option ("extension notice") to the City at least six (6) months before expiration of the original term. Provided, however, that if Tenant is substantially in default on the date of giving the extension notice on the date the extended term is to commence, or if Tenant has not substantially and timely complied with the terms of the Lease for the original term, the extension notice shall be ineffective, the extended term shall not commence and this Lease shall expire at the end of the original term.

C. Holdover Period: If St. Vincent, with the City's consent, remains in possession of the Premises after expiration or termination of the term, including any extended term, or after the date in any notice given by the City to St. Vincent terminating this Lease, such possession by Tenant shall be deemed to be a year to year tenancy terminable by either party on giving thirty (30) days notice of termination to the other party. All provisions of this Lease except those pertaining to term and option to extend shall apply to the month-to-month tenancy.

4. RENT: St. Vincent will pay to the City the amount of one dollar (\$1.00) for each year of the term of this Lease. Payment for each year of the term will be due prior to the beginning of the term, extended term or holdover period.

5. CONDITION OF PREMISES: The Premises consists of an undeveloped and vacant parcel. The City makes no representation regarding the fitness of the Premises for the Lease purpose. St. Vincent has fully inspected the Premises and accepts it in its present condition. The City shall have no obligation to construct any leasehold improvements or otherwise prepare the Premises for St. Vincent's occupancy. In developing the Premises to meet the purpose of the Lease, St. Vincent agrees to comply with all conditions of approval placed on the approval of PUD-3-08.

6. COMMENCEMENT OF CONSTRUCTION: St. Vincent must submit building plans for review and building permit issuance within six (6) months and begin actual construction of housing meeting the Lease purpose within eighteen (18) months of commencement of this Lease.

7. ALTERATIONS: St. Vincent shall not make any alterations of the Premises, other than for the Lease purpose, without the written consent of the City.

8. MAINTENANCE AND REPAIR: During the term of this lease, maintenance of all improvements constructed or placed on the Premises shall be the sole responsibility of St. Vincent. St. Vincent shall at all times during the term of this Lease, at its own expense, keep the Premises and all improvements including landscaping and open space constructed or placed thereon, in good order and repair.

9. FIRE INSURANCE: St. Vincent shall keep the Premises and all improvements constructed or placed thereon insured against loss or damage by fire, flood or other casualty during the term of this Lease and shall be entitled to receive all payments paid under the terms of fire, flood or casualty insurance policies.

10. DAMAGE OR DESTRUCTION OF PREMISES/IMPROVEMENTS: In case of damage by fire, flood or other casualty to the Premises or any improvement constructed or placed thereon, St. Vincent shall repair the Premises and all improvements as soon as is reasonably possible under the circumstances. If the damage is so extensive as to amount practically to the total destruction of the leased Premises or of the improvements thereon, St. Vincent shall either reconstruct the improvements to satisfy the Lease purpose or notify the City in writing within twenty (20) days of the damage of its intention to terminate this Lease. If St. Vincent opts out of this Lease, it must restore the Premises, at its sole cost and expense, to the condition existing at the time this Lease commenced. In determining what constitutes a reasonable time for repair, reasonable consideration shall be given to delays caused by strikes, acts of nature, adjustment of insurance, and other causes beyond St. Vincent's control.

11. PUBLIC LIABILITY INSURANCE: St. Vincent covenants and agrees to procure and maintain at its sole expense throughout the continuance of this Lease, public liability insurance covering personal injury, death, and property damage, with a minimum combined single limit of coverage of One Million Dollars (\$1,000,000.00) per occurrence, from a company or companies approved by the City. Such insurance may not be cancelled or modified without at least thirty (30) days advance

written notice to the City, who shall, at its option, be named as an additional insured. Evidence of such insurance shall be furnished to the City upon request.

12. WAIVER OF SUBROGATION: The parties hereby release each other and their respective authorized representatives from any claims for damage to any person, the Premises and/or any improvements constructed or placed thereon that are caused by or result from risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. Each party shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against either party in connection with any damage covered by any policy. Neither party shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by this Lease. If any insurance policy cannot be obtained with a waiver of subrogation, or if it is obtainable only by the payment of an additional premium charge above that charged by insurance companies issuing policies without waiver of subrogation, the party undertaking to obtain the insurance shall notify the other party of this fact. The other party shall have a period of ten (10) days after receiving the notice either to place the insurance with a company that is reasonably satisfactory to the other party and that will carry the insurance with a waiver of subrogation, or to agree to pay the additional premium if such a policy is obtainable at additional cost. If the insurance cannot be obtained or the party in whose favor a waiver of subrogation is desired refuses to pay the additional premium charged, the other party is relieved of the obligation to obtain a waiver of subrogation rights with respect to the particular insurance involved.

13. REMOVAL OF IMPROVEMENTS: At the end of the term of the Lease, or upon the termination of this Lease for any reason, all improvements then situated on the Premises shall become the sole property of the City and are hereby quitclaimed to the City upon the happening of any termination event. The City may waive the entitlement given it by this paragraph, but only by written notice thereof delivered to St. Vincent within sixty (60) days after the happening of a termination event. If such notice is given, St. Vincent shall, at its expense, remove all such improvements within six (6) months after the City repossesses the Premises. If St. Vincent fails to remove any improvement within the time allowed by this Section, the same shall be conclusively deemed to be abandoned by St. Vincent and shall belong solely to the City without claim or right on the part of St. Vincent.

14. HUD LEASE ADDENDUM § 202: HUD Lease Addendum § 202 (the "Addendum"), attached hereto as Exhibit "2" is incorporated into this agreement as if fully set out herein. In the event, that any provision of this Lease Agreement contradicts any provision contained in the Addendum, the provision in the Addendum shall control. If the Secretary of Housing and Urban Development elects to take possession of the Premises in accordance with the Addendum, the City will take all steps necessary under Idaho Code § 50-1403(4) to transfer the Premises.

15. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS: St. Vincent is solely responsible for ensuring compliance with all Federal, State and Local laws and regulations governing the provision of housing on the Premises as contemplated by the Lease purpose including, but not limited to, the Fair Housing Act and Americans with Disabilities Act.

16. INDEMNIFICATION: St. Vincent, as a material part of the consideration to be rendered to the City under this Lease, hereby waives all claims against the City for damages to it improvements on the Premises, or the personal property of any of its tenants or for injuries to persons in or about the Premises from any cause arising at any time for which there is no valid and collectible insurance unless said damages or injuries result from the City's or the City's officer's, agent's or employees's gross negligence. St. Vincent will also indemnify, defend and hold the City and its officer's, agent's and employees's harmless from any damage or injury to any person, or personal property of any person, arising from St. Vincent's use of the Premises.

17. NOTICE: All notices and other communications required or permitted under this Lease Agreement shall be in writing and shall be deposited in the United States mail, registered or certified, return receipt requested, or by hand delivery (including by means of a professional messenger service) addressed to the party for whom it is intended at its address as set forth above, or by personal service as allowed by the Idaho Rules of Civil Procedure.

18. QUIET ENJOYMENT: The City covenants that upon payment of the rent herein provided and the performance by St. Vincent of all covenants herein, St. Vincent shall have and hold the Premises, free from any interference from the City, except as otherwise provided for herein.

19. ASSIGNMENT AND SUBLETTING: St. Vincent may not assign, transfer, or encumber this Lease or any interest herein without the prior written consent of the City, which shall not be unreasonably withheld. St. Vincent may rent or lease housing units constructed upon the Premises to tenants as contemplated by the Lease purpose.

20. ATTORNEY FEES: If any action shall be brought to recover any rent under this Lease, or for or on account of any breach of, or to enforce or interpret any of the covenants, terms, or conditions of this Lease, or for the recovery of the possession of the leased Premises, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs, reasonable attorney's fees the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

21. ARBITRATION: Any controversy arising from this Lease or its breach shall be resolved by arbitration in accordance with the then prevailing Rules of the American Arbitration Association, and any judgment upon the award rendered in the arbitration may be entered in any court having jurisdiction.

22. PROMISE OF COOPERATION: Should circumstances change, operational difficulties arise or misunderstandings develop, the parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring a claim, initiate other legal action or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement.

23. TAXES: St. Vincent will be responsible for any taxes assessed on the real property which is the subject matter of this lease.

24. TIME OF THE ESSENCE: Time is of the essence of this lease.



25. COMPLETE AGREEMENT: It is hereby mutually agreed and understood that this agreement contains all agreements, promises, and understandings between the City and St. Vincent and that no other agreements, promises, or understandings shall or will be binding on either the City or St. Vincent in any dispute, controversy, or proceeding at law and any addition, variation or modification to this agreement shall be void and ineffective unless in writing and signed by both the parties hereto.

26. VENUE AND CHOICE OF LAW: Should any legal claim or dispute arise between the Lessor and the Lessee, the proper place of venue shall be in the First Judicial District, Kootenai County, Idaho and laws of Idaho shall apply.

27. TERMS BINDING: The terms and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, and assigns of the respective parties.

IN WITNESS WHEREOF, the Lessee has caused this lease to be executed by its Mayor and City Clerk and its corporate seal affixed, and the Lessor has executed the same, the day and year first above written.

CITY OF COEUR D'ALENE,  
LESSEE

NEIDER HOUSE, LTD.  
LESSOR

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

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

ATTEST:

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

STATE OF IDAHO           )  
County of Kootenai         ) ss.

On this 7th day of July, 2009, before me, a Notary Public, personally appeared **Sandi Bloem** and **Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2009, before me, a Notary Public, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_, of **Neider House, LTD**, and the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Notary Public for Idaho  
Residing at  
My Commission Expires:

## IDENTITY OF INTEREST AND DISCLOSURE CERTIFICATION

(For use by a representative of the Sponsor's or Owner's (as appropriate) consultant, architect, general contractor, attorney, management agent and seller of the land.)

TO: The Secretary of Housing and Urban Development  
SUBJECT: Project Name: Neider House  
Project No.: 124-EE023

The undersigned who is a representative of **the City of Coeur d Alene** (the "Firm"), which is serving as the **Landowner and Lessor** for the subject Section 202/811 project, hereby certifies, to the best of his/her knowledge, as of the date that this certification is made and except as fully described in a signed statement attached hereto, that:

1. For the purpose of this certification, "development team member" means an individual, firm, or corporation that is under contract with or otherwise providing a service to the Sponsor/Owner as a consultant, architect, general contractor, attorney, management agent, or seller of the land in connection with this project.
2. Neither the Firm nor any officer, board member, partner or authorized agent of the Firm has any financial interest in the Sponsor/Owner other than the fee for professional services being rendered to this project.
3. Neither the Firm nor any officer, board member, partner or authorized agent of the Firm has advanced any funds or thing of value to the Sponsor/Owner or accepted any stock or any interest in the Sponsor/Owner Corporation as part of the consideration for payment. This does not preclude the donation of services or development team members working on a contingency basis.
4. Neither the Firm nor any officer, board member, partner or authorized agent of the Firm is also an officer, board member, partner or authorized agent or has any financial interest in another development team member.
5. No officer, board member, partner or authorized agent of the Firm has a family relationship by virtue of blood (i.e., grandparents, parents, brothers, sisters, and children), marriage (including common-law marriage, if recognized by the State), or adoption with any officer, board member, partner or authorized agent of another development team member.
6. That I do not have and am aware that it is impermissible for me to have a family relationship by virtue of blood (i.e., grandparents, parents, brothers, sisters, and children), marriage (including common-law marriage, if recognized by the State), or adoption with any officer, director, board member, partner, or authorized agent of the consultant, general contractor, architect, management agent, attorney, seller of the land, accountant, subcontractor, material supplier, equipment lessor, surety, title and recording company, and insurance agent providing hazard insurance which has such a contract with the Owner in connection with the rendition of the

services, the provisions of goods or supplies, procurement of furnishings and whatsoever relating to this project..

7. If the Firm is serving as the consultant, that:
  - a. Except for the fee specified in my Contract with the Owner, neither the Firm nor any officer, director, board member or partner of the Firm has accepted or shared and will neither accept nor share any compensation or remuneration, directly or indirectly, in any form whatsoever, from or with any party interested in the development or operation of this project.
  - b. Neither the Firm nor any officer, director, board member, partner or any person employed by the Firm has accepted compensation or remuneration contrary to the intention of the aforesaid Contract and it is understood that the intent of the Contract is to prohibit the Housing Consultant and its employees from any transaction which would create an identity of interest with other persons or entities participating in the development and operation of the project.
  - c. Neither the Firm nor any officer, director, board member or partner of the Firm is involved as an officer, director, board member, or general partner in a business development team member.
8. If the Firm is serving as the attorney for the Sponsor/Owner with respect to this project, it is not also serving as the attorney for any development team member.
9. Should I become aware of any relationships described in paragraphs 2 thru 8 of this certification or should any such relationships come into being subsequent to the submission of this certification and prior to the final closing of this project, I will provide notification to the local HUD Field Office within 10 working days

---

Date

#### WARNING

Section 1001 of Title 18 of the United States Code (Criminal Code and Criminal Procedure, 72 Stat. 967) applies to this certification (18 U.S.C. 1001, among other things, provides that whoever knowingly and willfully makes or uses a document or writing knowing the same to contain any false, fictitious or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States, shall be fined no more that \$10,000 or imprisoned for not more than five years, or both).

## LEGAL DESCRIPTION

Lot 3, Braunsen Addition; a replat of Lot 1, Block 1 of Clark Addition, (BK. I P. 187)  
Portion of E ½ of Section 2, Township 50 North, Boise Meridian, City of Coeur d'Alene,  
Kootenai County, Idaho

## CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kathy Lewis 6/2/09  
 Department Name / Employee Name / Date  
 Request made by: Gina Giczewski 714 932-1681  
 Name / Phone  
6849 Tahiti Drive Cypress CA 90630  
 Address

The request is for: / / Repurchase of Lot(s)  
☒ / Transfer of Lot(s) from Bonnie Wilmarth to Gina Giczewski

Niche(s): 80, 01, 0P

Lot(s): 80, 01, 0P. Block: 01 Section: 0P

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

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

Person making request is / / Owner / / Executor\* ☒ / Other\* Daughter

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

Title transfer fee (\$ 4000) attached\*\*.

\*\*Request will not be processed without receipt of fee. Cashier Receipt No.: 439136

#### ACCOUNTING DEPARTMENT Shall complete the following:

Attach copy of original contract.

Vonnie Jensen  
 Accountant Signature

#### CEMETERY SUPERVISOR shall complete the following:

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

R.D.E.  
 Supervisor's Init.

6/23/09  
 Date

#### LEGAL/RECORDS shall complete the following:

1. Quit Claim Deed(s) received: / / Yes / / No. 6-23-09
- Person making request is authorized to execute the claim: Attorney Init. Date

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

Susan K. Weathers  
 City Clerk's Signature

6-25-09  
 Date

#### COUNCIL ACTION

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

#### CEMETERY SUPERVISOR shall complete the following:

Change of ownership noted/recorded in the Book of Deeds: / / Yes / / No  
 Cemetery copy filed / /; original and support documents returned to City Clerk / /

\_\_\_\_\_  
 Cemetery Supervisor's Signature

\_\_\_\_\_  
 Date

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

## ANNOUNCEMENTS

# Memo to Council

DATE: July 7, 2009

RE: Appointments to Boards/Commissions/Committees

The following appointment is presented for your consideration for the July 7th Council Meeting:

CHRIS COPSTEAD

NOISE ABATEMENT BOARD

Sincerely,

Amy Ferguson  
Executive Assistant

cc: Susan Weathers, Municipal Services Director/Noise Abatement Board Liaison



OTHER BUSINESS

RESOLUTION NO. 09-026

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING A NOTICE OF TIME AND PLACE OF PUBLIC HEARING OF THE PROPOSED BUDGET FOR FISCAL YEAR 2009-2010, AND INCLUDING PROPOSED EXPENDITURES BY FUND AND/OR DEPARTMENT, AND STATEMENT OF THE ESTIMATED REVENUE FROM PROPERTY TAXES AND THE TOTAL AMOUNT FROM SOURCES OTHER THAN PROPERTY TAXES OF THE CITY FOR THE ENSUING FISCAL YEAR AND LISTING EXPENDITURES AND REVENUES DURING EACH OF THE TWO (2) PREVIOUS FISCAL YEARS, AND PROVIDING FOR PUBLICATION OF THE SAME.

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene, that the following be and the same is hereby adopted as an Estimate of Expenditures and Anticipated Revenue of the City of Coeur d'Alene for the fiscal year beginning October 1, 2009:

	FY 2006-07 ACTUAL	FY 2007-08 ACTUAL	FY 2008-2009 BUDGET	FY 2009-10 PROPOSED
<u>GENERAL FUND EXPENDITURES</u>				
Mayor and Council	\$192,544	\$186,003	\$196,635	\$197,594
Administration	446,226	475,023	502,884	489,105
Finance Department	700,091	750,453	753,390	753,944
Municipal Services	1,043,257	1,209,907	1,300,580	1,286,984
Human Resources	217,285	228,540	251,441	237,634
Legal Department	1,137,161	1,204,016	1,291,886	1,320,488
Planning	506,252	497,710	539,815	520,422
Building Maintenance	395,878	460,549	422,359	391,436
Police Department	8,044,123	8,552,926	9,246,766	9,262,335
Juvenile Incentive Grant	-0-	-0-	-0-	-0-
COPS Grant	77,962	35,640	-0-	-0-

	FY 2006-07 ACTUAL	FY 2007-08 ACTUAL	FY 2008-09 BUDGET	FY 2009-10 PROPOSED
<u>GENERAL FUND EXPENDITURES CON'T</u>				
KCJA	76,093	134,123	51,640	51,640
Local Law Enforcement Grant	-0-	-0-	-0-	-0-
Fire Department	5,240,560	5,925,304	6,647,519	6,774,548
General Government	3,341,216	1,753,124	202,890	163,250
Engineering Services	1,158,958	1,408,062	1,261,233	1,079,341
Streets/Garage	2,328,016	2,377,091	2,549,117	2,206,686
ADA Sidewalk Abatement			211,814	221,446
Byrne Grant – Police Dept	39,390	45,178	80,662	87,343
Building Inspection	779,535	827,819	904,815	833,420
Parks Department	1,390,919	1,557,127	1,725,209	1,609,820
Recreation Department	788,599	685,308	777,233	764,302
<u>TOTAL GENERAL FUND EXPENDITURES:</u>	<u>\$27,904,065</u>	<u>28,313,903</u>	<u>\$28,917,888</u>	<u>\$28,251,738</u>

	FY 2006-07 ACTUAL	FY 2007-08 ACTUAL	FY 2008-09 BUDGET	FY 2009-10 PROPOSED
<u>SPECIAL REVENUE FUND EXPENDITURES:</u>				
Library Fund	995,746	1,073,849	1,180,404	1,185,698
CDBG	15,225	18,018	304,576	304,576
Impact Fee Fund	877,846	512,620	2,000,000	830,000
Parks Capital Improvement	510,485	618,279	1,578,000	227,000
Annexation Fee Fund	100,000	230,000	400,000	200,000
Self Insurance	271,236	405,313	318,000	201,243
Cemetery Fund	293,665	294,173	296,734	238,674
Cemetery Perp Care Fund	101,199	200,024	103,000	98,500
Jewett House	17,889	31,111	16,300	17,100

Reforestation	6,504	8,100	2,000	2,500
	FY 2006-07 ACTUAL	FY 2007-08 ACTUAL	FY 2008-09 BUDGET	FY 2009-10 PROPOSED
<u>SPECIAL REVENUE FUND EXPENDITURES:</u>				
Street Trees	31,439	68,216	40,000	41,500
Community Canopy			620	1,000
Arts Commission	4,308	6,924	6,700	6,600
Public Art Funds	167,048	41,217	211,000	173,000
KMPO	477,228	346,971	539,200	650,000
<u>TOTAL SPECIAL FUNDS:</u>	<u>3,869,818</u>	<u>3,854,815</u>	<u>6,996,534</u>	<u>4,177,391</u>

	FY 2006-07 ACTUAL	FY 2007-08 ACTUAL	FY 2008-09 BUDGET	FY 2009-10 PROPOSED
<u>ENTERPRISE FUND EXPENDITURES:</u>				
Street Lighting Fund	535,914	527,048	572,090	555,571
Water Fund	6,066,236	7,313,391	7,020,412	5,910,257
Wastewater Fund	10,604,505	9,685,612	17,180,612	21,910,819
Water Cap Fee Fund	206,406	1,268,589	1,000,000	416,240
WWTP Cap Fees Fund	1,802,931	1,153,372	3,798,325	1,026,993
Sanitation Fund	2,951,639	3,054,286	3,100,546	3,116,772
City Parking Fund	188,846	200,775	184,132	173,957
Stormwater Management	1,299,059	1,154,574	1,569,026	1,388,882
<u>TOTAL ENTERPRISE EXPENDITURES:</u>	<u>23,655,536</u>	<u>24,357,647</u>	<u>34,425,143</u>	<u>34,499,491</u>
<u>FIDUCIARY FUNDS:</u>	2,378,212	2,599,982	2,790,728	2,784,500
<u>CAPITAL PROJECTS FUNDS:</u>	9,140,695	2,215,704	1,720,000	2,000,000
<u>DEBT SERVICE FUNDS:</u>	3,119,178	2,522,019	2,383,816	2,153,383
<u>GRAND TOTAL OF ALL EXPENDITURES:</u>	<u>\$70,067,504</u>	<u>\$63,864,070</u>	<u>\$77,234,109</u>	<u>\$73,866,503</u>

	FY 2006-07 ACTUAL	FY 2007-08 ACTUAL	FY 2008-2009 BUDGET	FY 2009-2010 PROPOSED
<u>ESTIMATED REVENUES:</u>				
Property Taxes:				
General Levy	11,228,773	12,724,817	13,796,946	14,615,253
Library Levy	950,838	1,051,397	1,154,565	1,177,656
Policeman's Retirement Fund Levy	150,639	151,414	152,000	152,000
Comprehensive Liability Plan Levy	106,303	107,566	108,257	-0-
Fireman's Retirement Fund Levy	250,000	250,000	250,000	250,000
2006 G.O. Bond Levy	985,186	995,684	1,000,000	972,000
<u>TOTAL REVENUE FROM PROPERTY TAXES:</u>	<u>\$13,671,739</u>	<u>15,280,878</u>	<u>\$16,461,768</u>	<u>17,166,909</u>

	FY 2006-07 ACTUAL	FY 2007-08 ACTUAL	FY 2008-09 BUDGET	FY 2009-10 PROPOSED
<u>ESTIMATED OTHER REVENUES:</u>				
Interfund Transfers	6,064,456	5,114,994	9,573,294	4,826,115
Beginning Balance	29,841,796	31,557,473	33,087,612	27,680,646
Other Revenue:				
General Fund	12,445,373	11,573,001	12,629,317	11,429,726
Library Fund	60,497	39,105	25,839	35,000
Community Development Block Grant		37,362	304,576	304,576
Parks Capital Improvement Fund	515,168	173,140	153,000	129,000
Insurance/Risk Management	98,416	74,638	80,000	50,000
Cemetery	118,111	129,070	160,500	152,000
Annexation Fee Fund	355,951	386,251	100,000	27,000

	FY 2006-07 ACTUAL	FY 2007-08 ACTUAL	FY 2008-09 BUDGET	FY 2009-10 PROPOSED
<u>ESTIMATED OTHER REVENUES CON'T:</u>				
Impact Fee Fund	1,528,381	818,335	825,000	518,000
Cemetery Perpetual Care Fund	111,410	124,282	75,000	80,000
Jewett House	7,568	8,629	7,500	8,000
Reforestation	6,437	9,914	2,000	2,500
Street Trees	43,703	63,320	40,000	40,000
Community Canopy		316	320	1,000
Arts Commission	5,007	5,923	5,700	6,600
Public Art Funds	74,302	87,169	79,379	79,000
KMPO	473,452	334,535	539,200	650,000
Street Lighting Fund	453,280	472,472	465,090	470,571
Water Fund	6,653,932	6,408,925	3,542,000	3,714,570
Wastewater Property Management	-0-	-0-	-0-	-0-
Wastewater Fund	7,219,124	9,641,907	6,484,165	14,491,380
Water Cap Fee Fund	782,937	588,276	600,000	270,000
WWTP Capitalization Fees	2,634,779	1,688,456	1,391,540	802,740
Sanitation Fund	3,031,174	3,067,584	3,144,000	3,053,719
City Parking Fund	229,058	166,366	150,000	129,200
Stormwater Management	1,281,114	1,310,370	1,318,000	1,315,000
Fiduciary Funds	3,012,028	2,934,017	2,565,500	2,558,500
Capital Projects Fund	3,007,465	614,395	200,000	1,000,000
Debt Service Fund	1,474,942	1,439,536	1,035,370	142,061

SUMMARY:				
	FY 2006-07 ACTUAL	FY 2007-08 ACTUAL	FY 2008-09 BUDGET	FY 2009-10 PROPOSED
PROPERTY TAXES	13,671,739	15,280,878	16,461,768	17,166,909
OTHER THAN PROPERTY TAXES	81,529,861	78,869,761	78,583,902	73,966,904
<u>TOTAL ESTIMATED REVENUES</u>	<u>\$95,201,600</u>	<u>\$94,150,639</u>	<u>\$95,045,670</u>	<u>91,133,813</u>

BE IT FURTHER RESOLVED, that the same be spread upon the Minutes of this meeting and published in two (2) issues of the Coeur d'Alene Press, seven (7) days apart, to be published on July 13, 2009 and July 20, 2009.

BE IT FURTHER RESOLVED, that a Public Hearing on the Budget be held on the 1st day of September, 2009 at the hour of 6:00 o'clock p.m. on said day, at which time any interested person may appear and show cause, if any he has, why the proposed Budget should or should not be adopted.

DATED this 7th day of July, 2009.

\_\_\_\_\_  
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 BRUNING Voted \_\_\_\_\_

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

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

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


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



Resolution 09-27  
Bid Award – Niche  
Columbarium  
(Staff Report &  
Resolution to be Hand-  
Carried)

## PUBLIC HEARINGS

## CITY COUNCIL STAFF REPORT

**DATE:** July 7, 2009  
**FROM:** Christopher H. Bates, Engineering Project Manager   
**SUBJECT:** V-09-2, Vacation of a Portion of Waterline Easement in Lot 1,  
Block 1, Carlsen Tracts

---

### DECISION POINT

The applicant, Costco Wholesale Corporation, is requesting the vacation of a portion of the twenty foot (20') water line easement that is situated along the north side of the store on Neider Avenue, and, acceptance of a new easement that would replace the portion in the vacation request.

### HISTORY

The Costco site that was developed in 2003, contained a waterline that encompassed the wholesale facility. Recent construction activity on the subject property that is resulting in the enlargement of the facility warrants the relocation of a portion of the subject waterline. Because the easement was included in the subdivision plat of the site, the vacation process is required to remove or abandon any part of the easement.

### FINANCIAL ANALYSIS

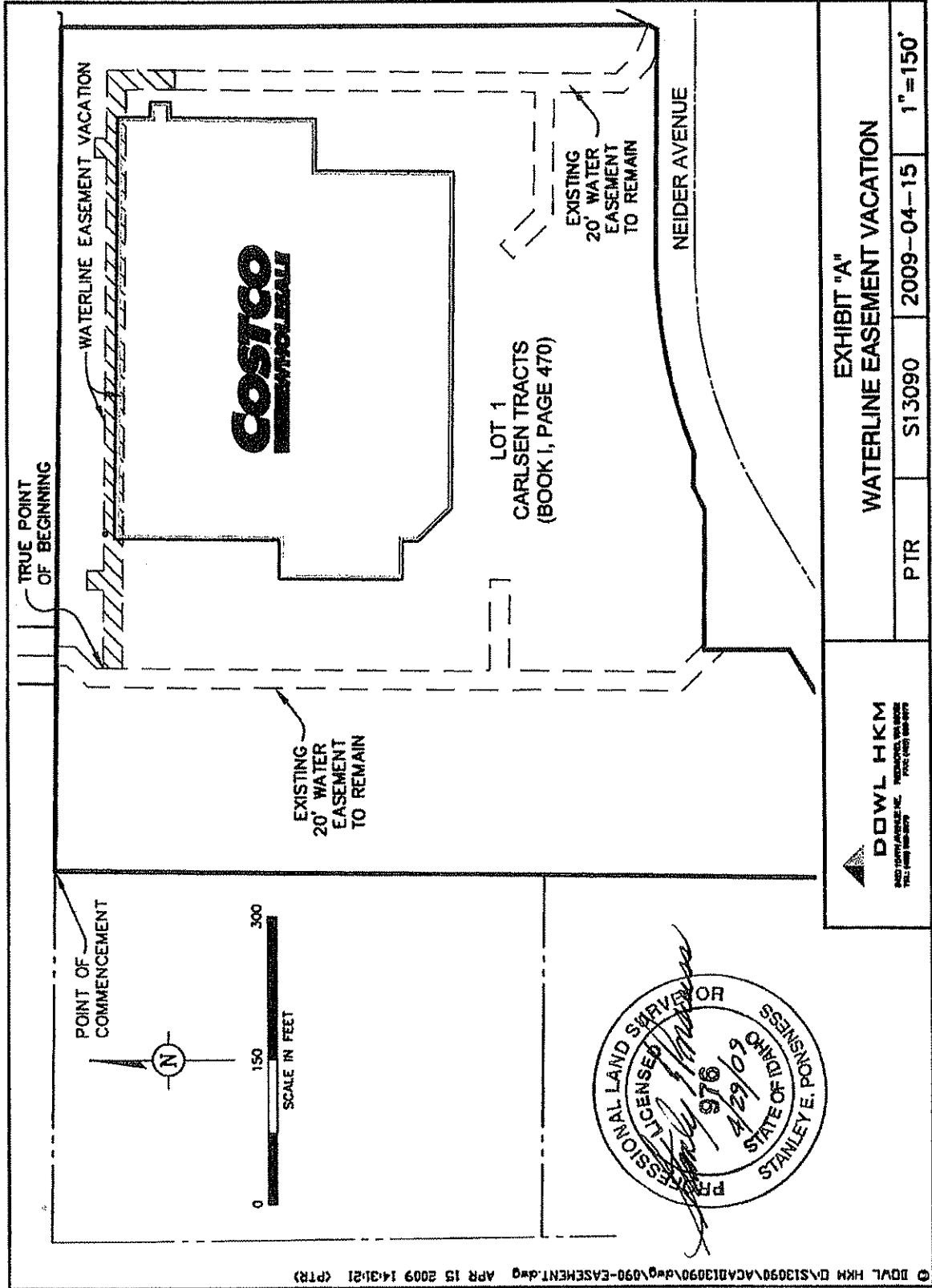
There is no financial impact to the City.

### PERFORMANCE ANALYSIS

All approvals have been received, and the applicant has relocated the affected water line and is constructing the addition to the existing building. A new easement has been received and is ready for recordation to replace the portion that is being vacated.

### RECOMMENDATION

1. Approve the easement vacation request.
2. Accept the new waterline easement and direct staff to proceed with its recordation.



<b>EXHIBIT "A"</b> <b>WATERLINE EASEMENT VACATION</b>		
PTR	S13090	2009-04-15
		1"=150'

**DOWL HKM**  
 DOWLING & HARMON, INC. 10000 W. 10TH AVE.  
 FORT WORTH, TEXAS 76132  
 TEL: (817) 338-2070 FAX: (817) 338-2075

**GRANT DEED  
FOR WATER MAIN AND APPURTENANCES**

**KNOW ALL MEN BY THESE PRESENTS**, that Costco Wholesale Corporation, whose address is **999 Lake Drive Issaquah, Washington 98027**, **GRANTOR/S**, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration paid by the City of Coeur d'Alene, Kootenai County, State of Idaho, receipt of which is acknowledged, do/es hereby grant, quitclaim, and convey unto the **CITY OF COEUR D'ALENE, Kootenai County, State of Idaho, a municipal corporation**, the **GRANTEE**, whose address is **710 Mullan Avenue, Coeur d'Alene, Idaho 83814-3958**, its successors and assigns a non-exclusive easement together with the rights of ingress and egress for the installation, improvement, operation and maintenance of water facilities and appurtenances, over and through the following described property in Kootenai County, to wit:

Lot 1, Carlsen Tracts, as Recorded in Book 1, Page 470-470a, Instrument No. 1830022, Kootenai County, Idaho

**TO MAINTAIN AND/OR USE** a water pipeline(s), together with such fixtures and appurtenances, at such locations and elevations as **GRANTEE** may now or hereafter determine in its sole discretion without any additional compensation therefore, together with the right to use this easement for access to **GRANTEES** right-of-way situated in adjacent lands, without any additional compensation therefore, upon, along, over and under the right-of-way described below, to wit:

See attached "Land Description" and "Exhibit A" incorporated herein

**GRANTOR/S**, his/her/their/its heirs, successors and assigns shall not erect or construct or permit to be erected or constructed any building, fence, structure or improvement or plant any tree or trees or plan any other vegetation or flora excepting grass within said easement or increase or decrease the existing ground elevations without the express written approval of the City of Coeur d'Alene as evidenced by the signature of the City Engineer on an approved plan. **GRANTOR/S**, his/her/its/their heirs, successors and assigns shall not dig or drill any hole or wells on any portion of the easement.

**GRANTOR/S** agree/s that no other easement or easements shall be granted on, under, or over this easement without obtaining the prior written consent of **GRANTEE**.


**GRANTEE** may at any time increase its use of the easement, change the location of pipe or other facilities within the boundaries of the easement, or modify the size of existing facilities or other improvements as it may determine in its sole discretion from time to time without paying any additional compensation to **GRANTOR/S** or **GRANTOR/S** heirs, successors, or assigns, provided **GRANTEE** does not expand its use of the easement beyond the easement boundaries described above.

GRANTOR/S expressly warrant/s and represent/s that GRANTOR/S has/have the power to grant this easement in accordance with its terms.

IN WITNESS WHEREOF, the GRANTOR/S has/have executed this easement this 8<sup>TH</sup> day of MAY, 2009

GRANTOR:

COSTCO WHOLESALE CORPORATION

pc   
By \_\_\_\_\_  
Its RICHARD J. OLIN  
V.P./Asst. Secretary

**CERTIFICATION OF GRANTOR**

State of WASHINGTON

County of King

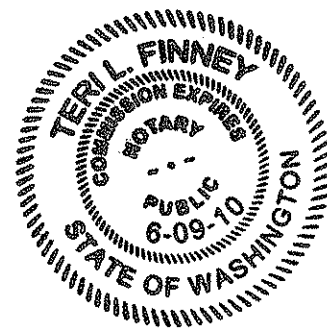
I certify that I know or have satisfactory evidence that Richard J. Olin is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the V.P. Asst. Secretary of COSTCO WHOLESALE to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated May 8, 2009

Signature of Notary Public Teri L. Finney

Residing at 11 Maple Valley, Wa

My Appointment expires: 6/9/10



## LAND DESCRIPTION

The description hereon was prepared by DOWL HKM on April 21, 2009 at the request of Costco Wholesale for the purpose of describing a Waterline Easement Vacation. The authorized user of this description is Costco Wholesale. Unauthorized use of this description is prohibited.

DOWL HKM will not be responsible for errors committed by others if this description is not reproduced exactly as written below.

The author of this description is Stanley E. Ponsness, Idaho PLS No. 976.

### Waterline Easement

A portion of Lot 1, Carlsen Tracts, recorded in Book 1, at Page 470-470a, Instrument No. 1830022, records of Kootenai County, Idaho, said portion being more particularly described by metes and bounds as follows:

Commencing at the northwest corner of Lot 1, Carlsen Tracts, recorded in Book 1, at Page 470-470a, Instrument No. 1830022, records of Kootenai County, Idaho;

thence on the northerly line thereof S89°20'12"E 234.80 feet to its intersection with an easterly line of a 20-foot wide Water Easement granted to the City of Coeur d' Alene, Idaho as shown on the face of said plat recorded at Instrument No. 1830022, said easement hereinafter being referred to as Platted Easement;

thence on said easterly line of said Platted Easement the following two courses: S00°58'06"W 19.28 feet, and S45°58'06"W 20.92 feet to the True Point of Beginning for this description;

thence S89°20'12"E 40.63 feet; thence N00°49'34"E 14.81 feet; thence S89°20'12"E 20.00 feet; thence S00°49'34"W 14.81 feet; thence S89°20'12"E 554.86 feet; thence S00°39'48"W 22.83 feet; thence S89°20'12"E 10.19 feet; thence S00°39'48"W 20.00 feet; thence N89°20'12"W 10.19 feet; thence S00°39'48"W 14.17 feet; thence S89°20'12"E 17.06 feet; thence S00°39'48"W 29.13 feet; thence N89°20'12"W 17.06 feet to an easterly line of said Platted Easement;

thence departing said easterly line N89°20'12"W 20.00 feet to a westerly line of said Platted Easement;

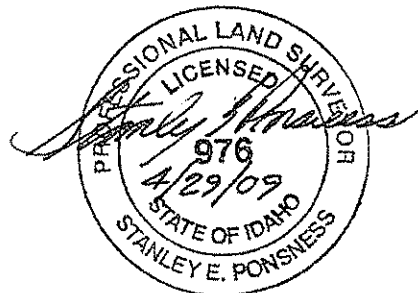
thence N00°39'48"E 66.12 feet;

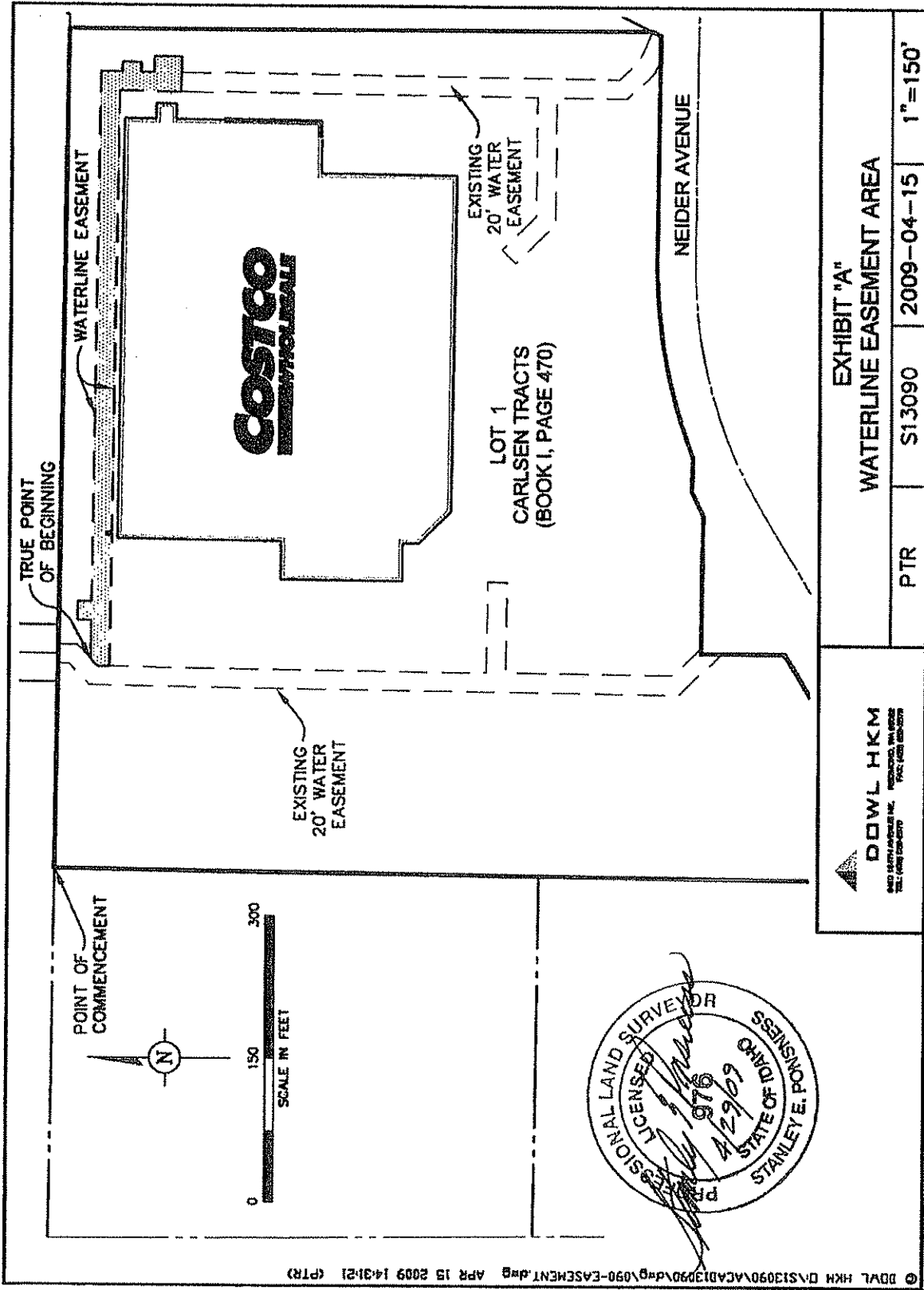
thence N89°20'12"W 603.00 feet to an easterly line of said Platted Easement;

thence on said easterly line N00°39'48"E 12.56 feet to an angle point of said line;

thence continuing on said line N45°58'06"E 10.57 feet to the True Point of Beginning.

Said Water Easement contains 14,751 square feet, being 0.34 acres, more or less.





© DOWL HKM D:\S13090\ACAD\13090\dwg\090-EASEMENT.dwg APR 15 2009 14:31:21 (PTR)

**DOWL HKM**  
 600 WEST 14TH AVENUE, SUITE 100  
 DES MOINES, IOWA 50319  
 TEL: (515) 281-4570 FAX: (515) 281-4571

**EXHIBIT "A"**  
**WATERLINE EASEMENT AREA**

PTR	S13090	2009-04-15	1"=150'
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## CITY COUNCIL STAFF REPORT

Date: July 7, 2009

From: David Yadon, Planning Director

Subject: O-7-08 **Adjustments to Area of City Impact Boundary**

### **Decision Point**

The City Council is asked to finalize the adjustments to the Area of City Impact Boundary and Regulations.

### **History**

An Area of City Impact (ACI) is required by Idaho code to be negotiated and adopted by every city and county in Idaho. The area of city impact is the region surrounding the city that is planned to develop and become a part of the city. The area of city impact may also consider how development surrounding a city may impact a city. The ACI agreement includes two required ordinances:

- An ordinance establishing the area of city impact map/and
- An ordinance setting forth the comprehensive plan, zoning and subdivision regulations that will apply in the area of impact – city, county, or the combination of both.

Our existing ACI map and ordinance were finalized in 1993 after over 15 years of negotiation and public hearings.

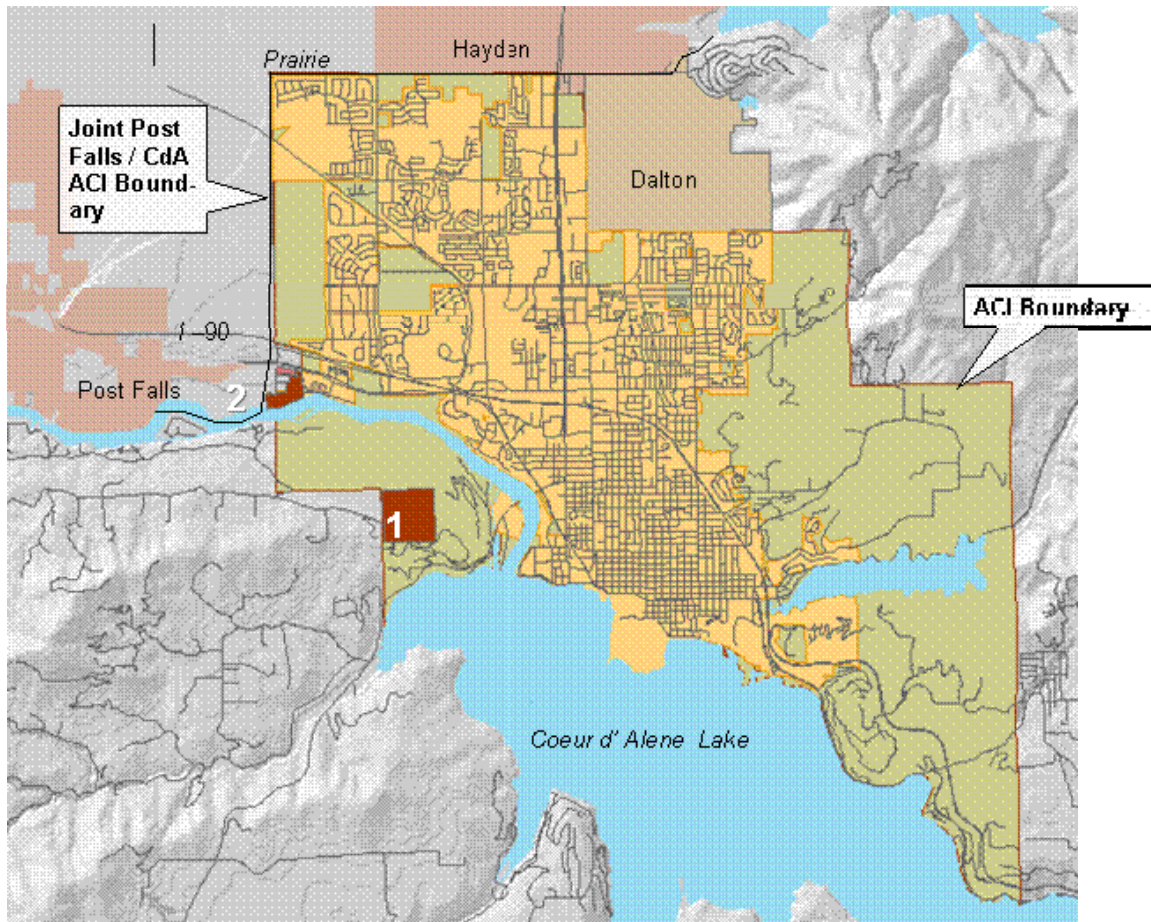
In November 2007, as a part of the adoption of the new comprehensive plan, the Council approved a motion to “remove the Carder Family Conservation Easement (Approximately 160 acres – See area #1 below) from the Planning area boundary and begin negotiations with the County to remove it from the Area of City Impact.”

In June 2008, the Council reaffirmed the Carder Family action and added: a portion of the “Mill River Development” that extends outside of our ACI boundary; (Approximately 40 acres – Area #2).

On June 28, 2008, the Council met with the Kootenai County Board of Commissioners and presented the proposal.

On July 8, 2008 the Coeur d’Alene Planning Commission reviewed the proposal and concurred. The Mayor then sent a letter to the County with a formal request for consideration.

In February through May 2009, the County held workshops and public hearings and approved ordinance #427 enacting the change at the county level.



### **Performance Analysis**

Comprehensive Plan reference pages including 5, 18, 34, 39, 47, 55 and 86 are relevant to the Area of City Impact.

### **Decision Point Recommendation**

The City Council should consider finalizing the action to amend the ACI boundary

COUNCIL BILL NO. 09-1016

ORDINANCE NO. \_\_\_\_

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, PURSUANT TO IDAHO CODE SECTION 67-6526, ADOPTING A LEGAL DESCRIPTION AND A MAP IDENTIFYING THE AREA OF CITY IMPACT WITHIN THE UNINCORPORATED AREA OF KOOTENAI COUNTY, IDAHO; PROVIDING FOR SEVERABILITY; PROVIDING A SAVINGS CLAUSE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; AND PROVIDING AN EFFECTIVE DATE HEREOF.

WHEREAS, pursuant to Idaho Code Section 67-6526, the City of Coeur d'Alene, Idaho and Kootenai County, Idaho have conferred and negotiated in good faith upon an area of city impact for the City of Coeur d'Alene within the unincorporated area of Kootenai County; and

WHEREAS, a public hearing, pursuant to public notice as required by law, was held by the Planning Commission of the City of Coeur d'Alene on July 8, 2008 on the map identifying an area of city impact, following which hearing said Commission made a recommendation to the Coeur d'Alene City Council; and

WHEREAS, the Coeur d'Alene City Council, pursuant to public notice as required by law, held a public hearing on the proposed map identifying an area of city impact on July 7, 2009 and

WHEREAS, the City of Coeur d'Alene and Kootenai County, in accordance with the procedure required by law, have mutually agreed upon a map identifying an area of city impact for the City of Coeur d'Alene within the unincorporated area of Kootenai County, Idaho, NOW, THEREFORE,

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

**SECTION 1.**        **Adoption.** That the boundaries for the area of city impact for the City of Coeur d'Alene within the unincorporated area of Kootenai County are as described below in Sections 2 and 3 and such boundaries shall be in effect until amended or modified as allowed by law.

**SECTION 2.**        **Legal Description.** The boundaries for the City of Coeur d'Alene area of city impact is legally described as follows:

AREA OF CITY IMPACT  
CITY OF COEUR D'ALENE  
2008

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SECTION 15, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, AND THE WESTERLY SHORELINE OF COEUR D'ALENE LAKE;

THENCE WESTERLY ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF SAID SECTION 15;

THENCE, NORTHERLY ALONG THE WEST LINE OF SAID SECTION 15 TO THE WEST 1/4 CORNER THEREOF;

THENCE EASTERLY ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 15 TO THE SOUTHEAST CORNER THEREOF;

THENCE NORTHERLY ALONG THE EAST LINE OF SAID NORTHWEST 1/4 TO THE NORTH 1/4 CORNER OF SAID SECTION 15;

THENCE, WESTERLY ALONG THE NORTH LINE OF SAID SECTION 15 TO THE NORTHWEST CORNER THEREOF;

THENCE, WESTERLY ALONG THE SOUTH LINE OF SECTION 9 TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN TO THE SOUTHWEST CORNER THEREOF;

THENCE, NORTHERLY ALONG THE WEST LINE OF SAID SECTION 9 TO THE NORTH SHORELINE OF THE SPOKANE RIVER AND A POINT ON THE COEUR D'ALENE CITY LIMITS;

THENCE, ALONG SAID CITY LIMITS AS FOLLOWS:

WESTERLY ALONG THE SPOKANE RIVER TO AN ANGLE POINT ON SAID CITY BOUNDARY;

*(NOTE: the following bearings are based on the Idaho State Plane Coordinate System, West Zone, NAD 83, 92 adj.)*

**THENCE** NORTH 1°25'34" EAST, 773.15 FEET TO THE SOUTH LINE OF MAPLEWOOD AVENUE BEING A POINT ON A NONTANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 5799.65 FEET, A CENTRAL OF 05°04'58", AND A LONG CHORD THAT BEARS SOUTH 85°06'16" EAST, 514.33 FEET;

**THENCE** ALONG SAID SOUTH LINE AND SAID CURVE 514.50 FEET;

**THENCE** NORTH 00°05'32" EAST, 100.00 FEET TO THE NORTH LINE OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD BEING A POINT ON A NONTANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 5699.65 FEET, A CENTRAL OF 00° 12' 36", AND A LONG CHORD THAT BEARS SOUTH 87°42'40" EAST, 20.90 FEET;

**THENCE** ALONG SAID SOUTH LINE AND SAID CURVE 20.90 FEET;

**THENCE** SOUTH 87°55'39" EAST, 441.66 FEET;

**THENCE** NORTH 00°05'32" EAST, 446.48 FEET;

**THENCE SOUTH 84°47'58" EAST, 180.82 FEET;**

**THENCE NORTH 00°05'32" EAST, 360.00 FEET TO THE SOUTH LINE OF REEVES-FARRELL ADDITION TO HUETTER, AS PER THE PLAT RECORDED IN BOOK "C" OF PLATS, PAGE 52, RECORDS OF KOOTENAI COUNTY;**

**THENCE ALONG SAID SOUTH LINE SOUTH 84°47'58" EAST, 316.09 FEET;**

**THENCE ALONG THE EAST LINE OF SAID REEVES-FARRELL ADDITION TO HUETTER NORTH 00°03'12" WEST, 60.34 FEET;**

**THENCE NORTH 89°56'48" EAST, 102.63 FEET;**

**THENCE NORTH 00°03'12" WEST, 150.00 FEET;**

**THENCE SOUTH 89°56'48" WEST, 102.63 FEET;**

**THENCE ALONG THE EAST LINE OF SAID REEVES-FARRELL ADDITION TO HUETTER NORTH 00°03'12" WEST, 81.85 FEET TO THE SOUTH LINE OF THE ABANDONED BURLINGTON NORTHERN RAILROAD;**

**THENCE ALONG SAID SOUTH LINE SOUTH 73°04'49" EAST TO THE WEST ONE-SIXTEENTH LINE OF SECTION 4, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN;**

**THENCE, LEAVING SAID CITY BOUNDARY, NORTHERLY ALONG SAID ONE-SIXTEENTH LINE TO THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 90;**

**THENCE, NORTHWESTERLY ALONG SAID SOUTH LINE TO THE WEST LINE OF SAID SECTION 4;**

**THENCE, NORTHERLY ALONG SAID WEST LINE TO THE NORTHWEST CORNER OF SAID SECTION 4, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN;**

**THENCE, NORTHERLY ALONG THE WEST LINES OF SECTIONS 33 AND 28 TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN TO THE NORTHWEST CORNER OF SAID SECTION 28;**

**THENCE, ALONG THE NORTH LINES OF SECTIONS 28, 27, AND 26, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, TO U. S. HIGHWAY 95 AND THE HAYDEN CITY LIMITS;**

**THENCE, SOUTHERLY ALONG SAID CITY LIMITS TO THE SOUTHWEST CORNER THEREOF;**

**THENCE, EASTERLY ALONG THE SOUTH LINE OF THE CITY OF HAYDEN TO THE WEST LINE OF SECTION 25, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN;**

THENCE, SOUTHERLY ALONG SAID WEST LINE AND THE WEST LINE OF SECTION 36, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, TO THE WEST QUARTER CORNER OF SAID SECTION 36;

THENCE, EASTERLY ALONG THE EAST-WEST QUARTER LINE OF SAID SECTION 36 TO THE EAST QUARTER CORNER OF SAID SECTION 36;

THENCE, EASTERLY ALONG THE EAST-WEST QUARTER LINES OF SECTIONS 31 AND 32, TOWNSHIP 51 NORTH, RANGE 3 WEST, BOISE MERIDIAN, TO THE CENTER QUARTER CORNER OF SAID SECTION 32;

THENCE, SOUTHERLY ALONG THE NORTH-SOUTH QUARTER LINE OF SAID SECTION 32 TO THE SOUTH QUARTER CORNER THEREOF;

THENCE, SOUTHERLY ALONG THE NORTH-SOUTH QUARTER LINE OF SECTION 5, TOWNSHIP 50 NORTH, RANGE 3 WEST, BOISE MERIDIAN, TO THE SOUTH QUARTER CORNER THEREOF;

THENCE, EASTERLY ALONG THE SOUTH LINES OF SECTIONS 5 AND 4, TOWNSHIP 50 NORTH, RANGE 3 WEST, BOISE MERIDIAN, TO THE SOUTHEAST CORNER OF SAID SECTION 4;

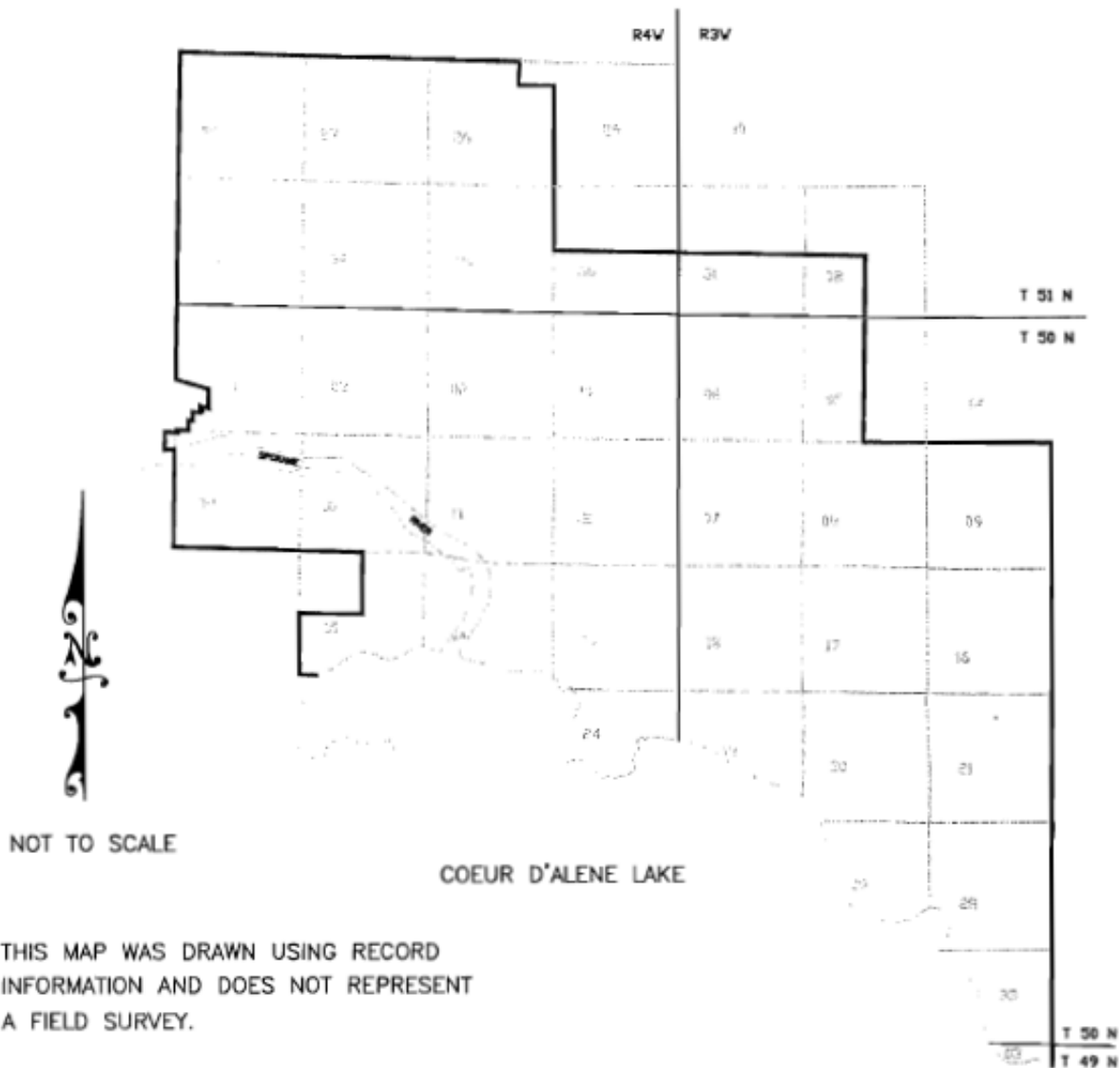
THENCE, SOUTHERLY ALONG THE EAST LINES OF SECTIONS 9, 16, 21, 28, 33, TOWNSHIP 50 NORTH, RANGE 3 WEST, BOISE MERIDIAN TO THE SOUTHEAST CORNER OF SAID SECTION 33;

THENCE, SOUTHERLY ALONG THE EAST LINE OF SECTION 3 TOWNSHIP 49 NORTH, RANGE 3 WEST, BOISE MERIDIAN, TO THE NORTH SHORELINE OF COEUR D'ALENE LAKE;

THENCE, ALONG SAID SHORELINE IN A NORTHWESTERLY, WESTERLY AND SOUTHERLY DIRECTION TO THE POINT OF BEGINNING.

THIS DESCRIPTION WAS WRITTEN USING RECORD INFORMATION AND DOES NOT REPRESENT A FIELD SURVEY.

## COEUR D'ALENE AREA OF CITY IMPACT



**SECTION 4. Intent.** The City of Coeur d'Alene area of city impact boundary as described in this ordinance is adopted in furtherance of the area of city impact agreement established pursuant to City of Coeur d'Alene Ordinance No. 2562, enacted on October 2, 1993 and is intended to be an integral part of the area of city impact agreement. Nothing in this Ordinance shall be construed as an amendment to the provisions of City of Coeur d'Alene Ordinance No. 2562.

**SECTION 5.** All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 6.** Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the City of Coeur d'Alene City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

**SECTION 7.** The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

**SECTION 8.** After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

APPROVED, ADOPTED and SIGNED this 7th day of July, 2009.

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Sandi Bloem, Mayor

ATTEST:

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Susan K. Weathers, City Clerk



SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_  
AREA OF CITY IMPACT BOUNDARY

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, PURSUANT TO IDAHO CODE SECTION 67-6526, ADOPTING A LEGAL DESCRIPTION AND A MAP IDENTIFYING THE AREA OF CITY IMPACT WITHIN THE UNINCORPORATED AREA OF KOOTENAI COUNTY, IDAHO; PROVIDING FOR SEVERABILITY; PROVIDING A SAVINGS CLAUSE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; AND PROVIDING AN EFFECTIVE DATE HEREOF; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. 3364 IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

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Susan K. Weathers, City Clerk

### **STATEMENT OF LEGAL ADVISOR**

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. \_\_\_\_, of the city of Coeur d'Alene, Kootenai county, Idaho, pursuant to Idaho code section 67-6526, adopting a legal description and a map identifying the area of city impact within the unincorporated area of Kootenai county, Idaho; providing for severability; providing a savings clause; repealing all ordinances and parts of ordinances in conflict herewith; and providing an effective date hereof and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 7th day of July, 2009.

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Warren J. Wilson, Chief Deputy City Attorney

RESOLUTION NO. 09-028

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH LAKE CITY EMPLOYEE ASSOCIATION.

WHEREAS, pursuant to Resolution No. 08-052 adopted the 1st day of October, 2008, the City of Coeur d'Alene entered into a contract with Lake City Employee Association; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that an amendment to said contract be entered into, a copy of which is attached hereto as Exhibit "1" and incorporated herein by reference be authorized; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City hereby authorizes an amendment to the contract with Lake City Employee Association pursuant to the amendments to the contract attached hereto as Exhibit "1" and by this reference incorporated herein.

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

DATED this 7th day of July, 2009.

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Sandi Bloem, Mayor

ATTEST:

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Susan K. Weathers, City Clerk

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

ROLL CALL:

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

COUNCIL MEMBER BRUNING VOTED \_\_\_\_\_

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

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

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

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

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

## **CONTRACT AMENDMENT**

This CONTRACT AMENDMENT is made and entered into this 7th day of July, 2009 between the CITY OF COEUR D ALENE, hereafter referred to as "City" and the Lake City Employee Association, hereafter referred to as "LCEA", collectively referred to as the "Parties".

Whereas, the state of the economy has presented a challenge in balancing the City's budget, both presently, and in the upcoming fiscal year (FY) 2009-2010.

Whereas, revenues have decreased and there is no projection that they will increase in the upcoming FY 2009-2010.

Whereas, the City has taken measures to reduce costs presently and has refined a preliminary budget to reduce costs in FY 2009-2010 to include but not necessarily be limited to a reduction in travel and training line items, a reduction in overall operation and supplies costs, a freeze on hiring to fill certain vacant positions, a reduction in capital expenditures, and a voluntary reduction in merit increases for department heads.

Whereas, the City has requested that all employees under contract with the City who are entitled to a three percent (3%) cost of living increase on October 1, 2009, forego the increase. The City has also requested the support of all other employees in foregoing a cost of living increase on October 1, 2009.

Whereas, the City has stated that if all employees agree, the City will commit that there will be no layoffs in fiscal year 2009-2010.

Whereas, the City has stated that if all employees do not agree, the City has no choice but to explore layoffs in order to present a balanced budget for FY 2009-2010.

Whereas, the Department Heads and the City Council have already agreed to forego a cost of living increase on October 1, 2009.

Now therefore, the Parties agree to the following amendments in consideration of the conditions and contents contained in the negotiated Agreement entered into between the City and LCEA commencing October 1, 2008 and ending September 30, 2012, adopted per Resolution 08-052:

### **ARTICLE XVII – WAGES, SECTION 3.**

LCEA agrees to forego the October 1, 2009 3% increase in wages so long as all other employees including the Mayor and Council do not receive a 3% Cost of Living Adjustment for Fiscal Year 2009-2010. In consideration of the Association concession, the City agrees to no layoffs during Fiscal Year 2009-2010.

Dated this 7th day of July, 2009

CITY OF COEUR D ALENE  
KOOTENAI COUNTY, IDAHO

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Gary Nolan, President

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Sandi Bloem, Mayor

ATTEST:

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Dion Holton, Vice President

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Susan Weathers, City Clerk

ACKNOWLEDGED BY:

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Gordon Smith, Council 2

RESOLUTION NO. 09-029

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH COEUR D'ALENE FIREFIGHTERS LOCAL NO.710, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS.

WHEREAS, pursuant to Resolution No. 08-047 adopted the 1st day of October, 2008, the City of Coeur d'Alene entered into a contract with Coeur D'Alene Firefighters Local No.710, International Association Of Firefighters; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that an amendment to said contract be entered into, a copy of which is attached hereto as Exhibit "1" and incorporated herein by reference be authorized; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City hereby authorizes an amendment to the contract with Coeur D'Alene Firefighters Local No.710, International Association Of Firefighters pursuant to the amendments to the contract attached hereto as Exhibit "1" and by this reference incorporated herein.

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

DATED this 7th day of July, 2009.

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Sandi Bloem, Mayor

ATTEST:

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Susan K. Weathers, City Clerk

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

ROLL CALL:

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

COUNCIL MEMBER BRUNING VOTED \_\_\_\_\_

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

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

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

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

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



## **CONTRACT AMENDMENT**

This CONTRACT AMENDMENT is made and entered into this 7th day of July, 2009 between the CITY OF COEUR D'ALENE, hereafter referred to as "City" and the COEUR D'ALENE FIREFIGHTERS LOCAL NO.710, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, hereafter referred to as "UNION", collectively referred to as the "Parties".

Whereas, the state of the economy has presented a challenge in balancing the City's budget, both presently, and in the upcoming fiscal year (FY) 2009-2010.

Whereas, revenues have decreased and there is no projection that they will increase in the upcoming FY 2009-2010.

Whereas, the City has taken measures to reduce costs presently and has refined a preliminary budget to reduce costs in FY 2009-2010 to include but not necessarily be limited to a reduction in travel and training line items, a reduction in overall operation and supplies costs, a freeze on hiring to fill certain vacant positions, a reduction in capital expenditures, and a voluntary reduction in merit increases for department heads.

Whereas, the City has requested that all employees under contract with the City who are entitled to a three percent (3%) cost of living increase on October 1, 2009, forego the increase. The City has also requested the support of all other employees in foregoing a cost of living increase on October 1, 2009.

Whereas, the City has stated that if all employees agree, the City will commit that there will be no layoffs in fiscal year 2009-2010.

Whereas, the City has stated that if all employees do not agree, the City has no choice but to explore layoffs in order to present a balanced budget for FY 2009-2010.

Whereas, the Department Heads and the City Council have already agreed to forego a cost of living increase on October 1, 2009.

Now therefore, the Parties agree to the following amendments in consideration of the conditions and contents contained in the negotiated Agreement entered into between the City and Union commencing October 1, 2008 and ending September 30, 2013, adopted per Resolution 08-047:

### **ARTICLE XXIII – WAGES, SECTION 1.**

The Union agrees to forego the October 1, 2009 3% increase in wages so long as all other employees including the Mayor and Council do not receive a 3% Cost of Living

Adjustment for Fiscal Year 2009-2010. In consideration of the Union concession, the City agrees to no layoffs during Fiscal Year 2009-2010.

Dated this 7th day of July, 2009

CITY OF COEUR D ALENE  
KOOTENAI COUNTY, IDAHO

\_\_\_\_\_  
Jake Bieker, President, Local 710

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

ATTEST:

\_\_\_\_\_  
Matt Tosi, Secretary, Local 710

\_\_\_\_\_  
Susan Weathers, City Clerk

INFORMATION SECTION  
Including  
Correspondence  
Board, Commission, Committee Minutes

**June 22, 2009**  
**GENERAL SERVICES COMMITTEE**  
**MINUTES**

**COMMITTEE MEMBERS PRESENT**

Council Member Ron Edinger  
Council Member John Bruning

**STAFF PRESENT**

Jon Ingalls, Deputy City Administrator  
Mike Gridley, City Attorney  
Kenny Gabriel, Fire Chief  
Steve Anthony, Recreation Director  
Troy Tymesen, Finance Director

**Item 1        Acceptance of Plan – Kootenai County Emergency Operations Plan**  
**Consent Calendar**

Kenny Gabriel, Fire Chief, presented a request for Mayor and Council acceptance of the revised Kootenai County Emergency Operations Plan (EOP). He explained that the City of Coeur d'Alene works under this plan, which covers everything from floods, wildland fires, evacuations, etc. Chief Gabriel confirmed that the City has worked under the prior EOP and they are aware of changes and approve of the revised plan.

**MOTION by Bruning, seconded by Edinger, to recommend Council approval of Resolution No. 09-025 accepting the revised Kootenai County Emergency Operations Plan (EOP). Motion carried.**

**Item 2        Declaring Surplus Items with No-Value – Fire Station No. 1 Surplus Items**  
**Consent Calendar**

Kenny Gabriel, Fire Chief, presented a request for council declaration of surplus items of no value. He explained that during the remodel of Fire Station 1, there were quite a few items that had some value and no value. Those items with value have been sent to auction. The remaining items have no value and are either broken or in disarray.

**MOTION by Bruning, seconded by Edinger, to recommend Council approval of Resolution No. 09-025 declaring certain Fire Station No. 1 items as surplus.**

**Item 3        Arts Commission Recommendation – Award of Bid for 4<sup>th</sup> Street Bike Racks**  
**Consent Calendar**

Steve Anthony, Recreation Director and Arts Commission liaison, presented a request for council approval of the recommendation of the Arts Commission for bike rack art on 4<sup>th</sup> Street in Midtown. He said that he appeared before the council about a month ago to present the eight finalists and following that they sought input from the merchants in the 4<sup>th</sup> Street area. Each merchant had 4 votes. The four racks with the most votes were selected. Mr. Anthony requested that the legal department be authorized to prepare contracts for the four artists so that they can get started on the bike racks. The award is \$5,000.00 per rack and the artists would have them installed in August or September.

**MOTION by Bruning, seconded by Edinger , to recommend Council approval of Resolution No. 09-025, authorizing agreements for the midtown bike racks as follows: Team Youngstone for “Basalt Tower of Leaves,” Team Youngstone for “Fishbone,” Allen Dodge for “Well Connected,” and Tyree Kerns for “Giant Bicycle Chain.”**

The meeting adjourned at 12:06 p.m.

Respectfully submitted,

Amy C. Ferguson  
Executive Assistant