

Coeur d'Alene

CITY COUNCIL MEETING

July 20, 2010

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
July 6, 2010**

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room July 6, 2010 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

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

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

INVOCATION: The invocation was led by Pastor Paul VanNoy, Candlelight Christian Fellowship.

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

PROCLAMATION/PRESENTATION – PARKS DAY CELEBRATION: On behalf of Mayor Bloem, Councilman Bruning read the proclamation proclaiming Saturday, July 10th as Parks Celebration Day in the City of Coeur d'Alene. Doug Eastwood, Parks Director, accepted the proclamation. Katie Kosanke, Assist. Urban Forester, announced the activities planned for July 10th which will begin with a free pancake breakfast at Sunshine Meadows Park at 9:00 a.m. There will also be an inflatable castle, a bicycle safety course (coordinated by Safe Kids of Kootenai County, Safe Routes to Schools, the CdA Ped/Bike Committee, and State Farm Insurance), free helmets, Art on the Edge, Bubbles the Clown, horseshoes, volleyball, tetherball, and informational booths. Fiddlers Arvid Lundin and Dave Beach will entertain you, and the Kootenai County Dog Park Association will hold a dog contest. In addition, there will be balloons, sack races, HAM radio demonstrations, and the CdA Rock School will hold a concert with students of all ages playing rock music. It's all brought to you courtesy of the Coeur d'Alene Parks Department and the Coeur d'Alene Parks Foundation. Major sponsors include Copper Basin Construction, Kootenai Electric Co-op, Waste Management, Century 21, the Hagadone Corporation, and Architects West. At 5:00 p.m., the Landings Park will be dedicated. Activities after the dedication include a free hot dog dinner cooked by the Lion's Club. In addition, there's a Bicycle Safety Course (again coordinated by Safe Kids of Kootenai, Safe Routes to Schools, the CdA Ped/Bike Committee, and State Farm Insurance), and bicycle tune-ups. Also present will be the Humane Society, Art on the Edge crafts, the inflatable castle, sports booths, sack races, tennis, and a splash pad. Entertainment will be provided by Jazz Northwest and the Youth Marimba Band. A movie will be shown at dusk, and there will be free, Dutch-oven kettle corn. For more information, please contact Katie Kosanke, 415-0415.

Doug Eastwood reviewed the City's park growth, and explained how he has maintained his staffing levels that manage all the city's parks using technology.

PUBLIC COMMENTS:

THANKS EXTENDED: Terry Cooper, Executive Director of the Downtown Association, presented plaques to the City's Streets, Police and Fire Departments for their support over the last 20 years of the Car d' Lane activities.

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

1. Approval of minutes for June 15, 2010.
2. Setting the General Services Committee and the Public Works Committee meetings for Monday, July 12th at 12:00 noon and 4:00 p.m. respectively.
3. RESOLUTION 10-024: 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 APPROVING CHANGE ORDER NO 2 TO THE MEMORANDUM OF AGREEMENT WITH GEOENGINEERS FOR THE WWTP TMDL FACILITATION; APPROVING RULES AND REGULATIONS SPECIFIC TO THE OFF-LEASH DOG PARK ON ATLAS ROAD; APPROVING AN EQUIPMENT RENTAL AGREEMENT WITH THE IDAHO DEPARTMENT OF LANDS; APPROVING S-1-09 FINAL PLAT APPROVAL AND SUBDIVISION IMPROVEMENT AGREEMENT WITH RIVERVIEW VENTURES, LLC FOR TWENTY-SIX SUBDIVISION; APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH J-U-B- ENGINEERS FOR THE EDUCATION CORRIDOR INFRASTRUCTURE DESIGN; AND APPROVING A CONTRACT WITH ALPHA SERVICES, LLC FOR THE TUBBS HILL FUEL REDUCTION AND NON-NATIVE TREES.
4. Approval of outdoor eating encroachment permit for Capone's Pub & Grill at 751 N. 4th.
5. Acceptance of grant of Right-of-Way for Long Meadow Drive.
6. SS-1-10 – Final Plat Approval of Forest Cemetery Annex, 2nd Addition to Riverview Addition.

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

COUNCIL ANNOUNCEMENTS:

COUNCILMAN KENNEDY: Councilman Kennedy announced that the City of Coeur d' Alene received three awards that he accepted on behalf of the City during the Association of Idaho Cities Annual Conference held last month.

APPOINTMENT – NOISE ABATEMENT APPEALS BOARD: Motion by Edinger, seconded by McEvers to re-appoint David Wagner to the Noise Abatement Appeal Board. Motion carried.

ADMINISTRATOR'S REPORT: City Administrator Wendy Gabriel announced that The Planning Commission has a vacancy. If you are interested in serving, please contact Shana Stuhlmler at 769-2240 for an application. On the 100-year anniversary of the disastrous 1910 fires, a new photo exhibit at the Coeur d' Alene Public Library is now on display that illustrates the impact of the fires that swept through the region. The images are courtesy of the U.S. Forest Service Region 1 Archives and were printed and mounted through a grant from the Friends of the Coeur d' Alene Public Library. On June 23rd, the City of Coeur d' Alene launched the sustainability portion of its official website, www.cdavid.org/green, to provide a resource for people who want to reduce, reuse, and recycle. The new website is a Green CdA Team effort. For more information, please contact Sean Holm at 676-

7401. Here's a tip from the Pedestrian & Bicyclist Advisory Committee: If a pedestrian or cyclist is at an intersection with a foot or a tire in the crosswalk, cars are required to stop to let them cross. On June 21st the City of Coeur d'Alene launched its Storm Drain Marking Program, "For the Sake of Our Lake." The Storm Drain Marking Program will remind citizens to not dump anything down storm water drains. The operation of our stormwater collection system is regulated by the EPA through our Stormwater Discharge Permit. We must meet strict requirements set forth in our permit. The purpose of those requirements is to reduce pollutants being discharged in Lake Coeur d'Alene and the Spokane River through our stormwater collection system. To volunteer or for more information, please contact Kim Harrington, Assistant Project Manager, at kimh@cdaid.org or 769-2214. We also have a vacancy on our Noise Abatement Board. If you are interested in serving, please contact Susan Weathers at 769-2231 for an application. A major grant by the Women's Gift Alliance Fund in the Idaho Community Foundation will fund equipment purchases for a project to be offered by the Coeur d'Alene Public Library and North Idaho College Adult Basic Education to boost the computer skills of people looking for jobs or hoping to re-enter the job market! On Saturday, July 10th, enjoy the Third Annual Parks Day Celebration. It will begin with a free pancake breakfast at Sunshine Meadows Park at 9:00 a.m. At 5:00 p.m., The Landings Park will be dedicated. For more information, please contact Katie Kosanke, 415-0415. Here's another bicycle safety tip from the Ped/Bike Advisory Committee: Avoid road hazards. To prevent flat tires and accidents, carefully ride around road grates, broken glass, gravel, and debris. Idahoans now have access to a new measurement tool that utilities use. Using the meter readings, consumers can estimate the electrical consumption and costs associated with each appliance by the hour, day, week, month, or entire year. The purpose of the program is to help Idahoans who are trying to save money and/or trying to cut down on energy consumption. For more information on the program or for energy-efficiency tips visit www.lili.org/energy or contact Gina Persichini, Idaho Commission for Libraries, 208-334-2150.

ORDINANCE NO. 3387
COUNCIL BILL NO. 10-1012

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM R-17 FOR PARCEL "A" AND LM FOR PARCEL "B" TO C-17, SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: +/-1.1 ACRE PARCEL AT 909 AND 927 WEST RIVER AVENUE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Motion by Goodlander, seconded by Kennedy to pass the first reading of Council Bill No. 10-1024.

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

Motion by Edinger, seconded by Kennedy to suspend the rules and to adopt Council Bill No. 10-1024 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 – ZC-4-10- ZONE CHANGE AT 139 AND 141 E. SPRUCE AVENUE:

Mayor Bloem read the rules of order for this public hearing. No conflict of interest was declared by any Councilman. John Stamsos, Senior Planner, gave the staff report.

Mr. Stamsos gave the applicant's name as Gary Fredrickson, the location as a 19,424 sq. ft. parcel at 139 and 141 East Spruce Avenue and the reason for the request as a zone change from R-12 (residential at 12 units/acre) to C-17 (general commercial).

He gave the staff analyses for zoning, land use and neighborhood characteristics, Comprehensive Plan, Transportation Plan, and utilities. On May 11, 2010 the Planning Commission reviewed this request and recommended approval of the zone change with the following special condition: Any construction that may straddle the Tax #4170/4171 boundary lien will require the recordation of a City Lot Consolidation form, in order to create one (1) uniform parcel.

Mr. Stamsos reported that on June 18, 2010, 38 notices of tonight's public hearing were mailed to all property owners within 300 feet of the subject property with a total of 6 responses being received: 5 in favor, 0 opposed, 1 neutral.

PUBLIC COMMENTS: Gary Fredrickson, 2003 N. 3rd Street, spoke as the applicant.

Motion by Edinger seconded by Kennedy to approve the requested zone change from R-12 to C-17 and to adopt The Findings and Order of the Planning Commission including the recommended condition. **ROLL CALL:** Bruning, Aye; Edinger, Aye; Goodlander, Aye; Hassell, Aye; Kennedy, Aye; McEvers, Aye. Motion carried.

PUBLIC HEARING – O-2-10 – AMENDMENT TO SHORELINES REGULATIONS

REGARDING HEIGHT LIMITATIONS ALONG W. LAKESHORE DRIVE: Mayor Bloem read the rules of order for this public hearing. Dave Yadon, City Planning Director, gave the staff report.

Mr. Yadon reported that Rick and Roxanne Gunther are requesting amending the height limitations of the overlay district as it applies to the West Lakeshore Drive area between Hubbard Avenue and Park Drive. He explained that the existing shorelines regulations were adopted in 1982 following a citizens' initiative to protect the shorelines in response to proposed development on the downtown waterfront and possible development of other shoreline properties. These regulations consist of an overlay district that extends along and within 150 feet landward of the Coeur d'Alene Lake and Spokane River shorelines. This district has various levels of requirements depending on the location and distance from the shoreline. Tonight's request would amend the existing code to allow the height of structures in the West Lakeshore Drive portion of the Shoreline Overlay District to be changed from 20 feet to not greater than that provided in the underlying zoning district. This would allow the existing character of the West Lakeshore streetscape to be developed by right.

PUBLIC COMMENTS: Roxanne Gunther, 701 W. Lakeshore Drive, noted that she became aware of the ordinance restrictions when they were planning to modify their home on West Lakeshore Drive which regulations do not provide for a variance. Rick Gunther, 701 W. Lakeshore Drive, commented that he believes that the homeowners in the neighborhood know what they are planning on doing to their property.

Motion by Goodlander, seconded by McEvers to approve the requested amendment to the Shoreline Overlay District regulations for West Lakeshore Drive. ROLL CALL: Bruning, Aye; Edinger, Aye; Goodlander, Aye; Hassell, No; Kennedy, Aye; McEvers, Aye. Motion carried.

PUBLIC HEARING – AMENDMENTS TO THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) 2009 AND 2010 ANNUAL ACTION PLAN: Mayor Bloem read the rules of Order for this public hearing. Nelle Coler, City CDBG Administrator, gave the staff report. Councilman Bruning declared a conflict of interest and abstained from voting.

Mrs. Coler reported that tonight's public hearing is to authorize the proposed amendments to CDBG 2010 Annual Action Plan including the following:

- To clarify the \$100,000 land acquisition line item will be utilized in support of the 50-unit Mill River Senior Apartments
- Community grant awards shall be clarified to be awarded to Mill River Senior Apartments in the amount of \$40,000, that will be used for soft costs (including architecture and engineering)
- Community grant award shall be clarified to be awarded to Community Action Partnership in the amount of \$46,000 for housing counseling to approximately 100 households
- To clarify that the City received more funds than originally anticipated, \$27,006, which shall be made available for Sidewalk enhancements on East Fairway Drive

Mrs. Coler noted that the City of Coeur d'Alene must establish an annual action plan, which is intended to be a plan that specifically outlines the projects that will be funded during each HUD funded plan year. In the Plan Year 2009 Action Plan, the City allocated \$100,000 toward a land acquisition project, without specifying the exact project. In the Plan Year 2010 Action Plan, \$100,000 for land acquisition was specifically allocated for the Meadow Ranch project. It was staff's hope that the city partnership for land acquisition would incentivize the award of tax credits. Tax credit applications were due in February 2010, and the Meadow Ranch developers did not decide to apply for the tax credit program. However, Whitewater Development Inc. applied and was awarded tax credits based on the same assumption of land acquisition. Therefore, staff is recommending the \$100,000 from Plan Year 2009 and Plan Year 2010 be utilized toward land acquisition for the Whitewater Development project on Mill River Senior project that will result in 50 units of low-income senior rental housing.

The City of Coeur d'Alene conducted a competitive RFP process for the Plan Year 2010 and 2011 community grant dollars. The process included the submittal of a grant application, review by the Ad Hoc Committee (March 25 and 26, 2010) and recommendations of the Ad Hoc Committee authorized at the June 1, 2010 City Council meeting. This amendment request to City Council will formalize the process, provide an additional public comment opportunity, and allows staff to move forward with sub-recipient agreements with Whitewater Development and Community Action Partnership. The following is a brief description of the two projects recommended by the CDBG Ad Hoc Committee.

Mill River Senior Apartments Project Overview (CDBG Grant Award \$40,000).

Whitewater Development, Inc. will utilize \$200,000 (funds from plan year 2009 and 2010) from the City's CDBG Entitlement program for land acquisition and \$40,000 under the City's Community Opportunity Grant Program for architecture and engineering activities during the development and construction of Mill River Seniors, a 50-unit project for low-income seniors. The project will consist of eight one-bedroom and 42 two-bedroom units, predominantly serving the 40% & 50% area median

income (AMI) households. The development will integrate an additional ten units at Fair Market Value to provide a continuum of housing options.

Mill Ranch Senior Apartments will provide safe, clean, affordable housing for tenants who are 55+ years of age. The project site is located on the north side of Seltice Way, just to the west of Grandmill Lane. The development site, located in the City's Urban Renewal District will utilize 5.42 acres with nine, one-story buildings and a detached community center for supportive services. In addition to funding from the City's Entitlement program, the Community Opportunity grant and Lake City Development Corporation, the project will include HOME funds, Low Income Housing Tax Credit (LIHTC) program dollars and private investment. The estimated total budget for the project is \$6,587,376. The project will meet HUD's National Objective of benefitting low-to-moderate income persons.

Community Action Partnership, Housing Counseling Overview (CDBG Grant Award \$46,000).

Community Action Partnership will provide housing counseling from their Coeur d'Alene office to help people reach housing goals and solve housing problems by providing information, looking at options, advocating and making referrals. Topics for assistance will include foreclosure prevention and reverse mortgages: Beneficiaries may be homebuyers, homeowners, renters and the homeless. Successful counseling efforts may result in stopped or delayed foreclosures, modified mortgages, completion of tenant requested repairs, prevention of eviction, mutually acceptable negotiations, establishment of reverse mortgages, informed housing purchases and sheltering of homeless persons. The City will provide \$46,000 to Community Action Partnership (CAP) through the Community Opportunity Grant program. The funding will be used to provide Housing Counseling services to 100 households in the Coeur d'Alene area. (At least 51% of the persons assisted by the program will be low-to-moderate income) CAP anticipates approximate 68% of the clientele will be low-to-moderate income. The project will meet HUD's National Objective of benefitting low-to-moderate income persons.

Additionally, during the preparation for Plan Year 2010, the City anticipated the same allocation as Plan Year 2009; however, the federal government allocated an additional \$27,006. Therefore, staff recommends it be allocated toward a sidewalk enhancement project on East Fairway Drive. The owner of the Tree Top apartments has agreed to provide two units for one year for low to moderate income residents in exchange for funding toward the sidewalk enhancements (to meet ADA standards).

The City posted this proposed amendment to its web page, according to our citizen participation plan, and solicited public comments for thirty-days (June 4, 2010 – July 7, 2010). No public comments have been received, as of the date of this public hearing.

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

Motion by Edinger, seconded by Goodlander to approve the amendments to the Community Development Block Grant Action Plan for Plan years 2009 and 2010. ROLL CALL: McEvers, Aye; Bruning, Abstained; Edinger, Aye; Hassell, Aye; Goodlander, Aye; Kennedy, Aye. Motion carried.

BOY SCOUT INTRODUCED: Councilman Bruning introduced Dillon Emery from Boy Scout Troop 201 who is attending tonight's meeting as a part of earning his merit bag.

EXECUTIVE SESSION: Motion by Hassell, seconded by Bruning 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, which is not owned by a public agency.

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

The session began at 7:45 p.m. Members present were the Mayor, City Council, City Administrator, City Attorney and Deputy City Administrator.

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

ADJOURNMENT: Motion by Edinger, seconded by Bruning to recess this meeting to July 7th at 12:00 noon in the Library Community Room. Motion carried.

The meeting recessed at 8:50 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan Weathers, CMC
City Clerk

A JOINT MEETING OF THE
COEUR D'ALENE CITY COUNCIL
AND THE
COEUR D'ALENE TRIBAL COUNCIL
HELD ON JULY 7, 2010 AT 12:00 NOON
IN THE LIBRARY COMMUNITY ROOM

The City Council met in continued session in a joint meeting with the Coeur d'Alene Tribal Council in the Library Community Room on July 7, 2010 at 12:00 noon there being present upon roll call a quorum.

Sandi Bloem, Mayor

Ron Edinger) Members of the City Council Present
John Bruning)
Mike Kennedy)
Woody McEvers)
A. J. Al Hassell)

Deanna Goodlander) Members of the City Council Absent

Chairman Chief Allan

Alfred Nomee) Members of the Tribal Council Present
Paulette Jordan)
Ernie Stensgar)
Robert A Juneau)
Charlotte Nilson)

Norma "Jeanie" Louie) Members of the Tribal Council Absent

Staff Present: City – Wendy Gabriel, Jon Ingalls, Susan Weathers, Troy Tymesen, Mike Gridley, Jim Markley, Kenny Gabriel. Cd'A Tribe: Helo Hancock, Eric VanOrden.

Guest: Tom Hasslinger, Cd'A Press

WELCOME : Mayor Bloem and Chairman Allan welcomed the Council members to today's meeting.

UPCOMING LEGISLATION: Chairman Allan thanked the City for their support during the last legislative session. Helo Hancock, Tribal Counsel, also thanked the area Mayors for their letter of support. Currently, they are considering alternatives that they have available to them in regard to law enforcement. Kenny Gabriel reviewed the EMS system legislation. Councilman Kennedy asked if there was anything the City could do to assist the tribe with the fees in trust issue. Chief Allan would appreciate a letter of

support from the City regarding this taxation issue with Kootenai County. Mr. Hancock explained that there is Federal aid available to Counties to offset this property tax. Mayor Bloem commented that she hopes the tribe understands how much the City appreciates what the Coeur d'Alene Tribe has done for this community. Eric Van Orden noted that he has been working with the County's legal staff and believes that this will be worked out.

CITYLINK UPDATES: Chairman Allan reported that there are plans to build a new bus barn. Helo Hancock noted that the Tribe has received a couple of grants to help purchase the land and construct the barn and transfer station. Councilman McEvers asked about the plans for a bus terminal. Councilman Hassell noted that with the economy, these plans have been placed on hold. Councilman Kennedy has heard nothing but compliments on the bus system. Mayor Bloem commented that she believes that we are the envy of the State regarding the public transportation system.

Troy Tymesen noted that because of Citylink the City has benefited in receiving grants. Mayor Bloem noted that Citylink was also a major factor in obtaining the Kroc Center grant.

ENVIRONMENTAL UPDATE: Jim Markley reported that he has been participating in the Aquifer Management Plan committee and believes that this group is about halfway through in completing the plan. Another issue is the State water rights adjudication which is a slow process. He also noted that the Total Maximum Daily Load discharge permits have been an issue for our wastewater treatment plant.

PARTNERSHIPS: Councilman Kennedy addressed the affordable housing issue in the community and he has been working on the North Idaho Housing Coalition and he asked if there could be more done with the Tribe to help obtain more Federal dollars for the entire community. Chairman Allan referred Councilman Kennedy to Charlotte Nilson who is the tribe's Housing Director. Councilman Kennedy expressed his interest in learning more about the Tribe's housing program. Fire Chief Gabriel expressed his frustration with Benewah County with partnering in ambulance service. Chief Allan suggested maybe partnering to go to the State with this issue. Ernie Stensgar suggested possibly having an MOU with the Tribe instead of the County. Chairman Allan commented that in regard to partnerships, the Tribe is always interested in participating.

JOBS/BUSINESS RECRUITMENT: Mayor Bloem expressed her appreciation for the Tribe's partnership with Jobs Plus. Chairman Allan expressed the tribe's goal of maintaining an economically viable community. Helo Hancock reported that the tribes across the State have conducted Economic Impact studies which show that the tribes are one of the top five employers in the State.

COMMUNICATIONS: Mayor Bloem noted that the City enjoys these meetings and hope that the Councils could meet more frequently. Chairman Allan agreed and recommended that they host the next meeting. Ernie Stensgar believes that the City and tribe have a great working relationship and thanked the community for the welcome

feeling that exists today. In regard to telecommunications the tribe has received a \$13 million grant to expand their fiber connections.

THANKS: Mayor Bloem presented Chairman Allan with a photo collage in remembrance of their contribution to the Fallen Heroes Plaza.

ADJOURNMENT: Motion by Edinger, seconded by Kennedy to adjourn. Motion carried.

The meeting adjourned at 1:28 p.m.

Sand Bloem, Mayor

ATTEST:

Susan K. Weathers, CMC
City Clerk

RESOLUTION NO. 10-025

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 APPROVING THE DESTRUCTION OF CERTAIN POLICE DEPARTMENT RECORDS; DECLARATION OF POLICE DEPARTMENT VEHICLES AS SURPLUS; APPROVING CHANGE ORDER NO. 2 FOR THE WWTP LOW PHOSPHORUS PILOT EQUIPMENT WITH GE/ZENON ENVIRONMENTAL CORPORATION; APPROVING CHANGE ORDER NO. 3 FOR THE WWTP PILOT FACILITIES WITH SHANNON INDUSTRIAL CONSTRUCTION; BID AWARD AND CONTRACT WITH JACOBSON TREE SERVICE FOR STREET TREE MAINTENANCE WORK; APPROVING THE ANNUAL SCHOOL RESOURCE OFFICER CONTRACT FOR FY 2010 – 2011 AND APPROVING THE CONTRACT AWARD TO MILLER / STAUFFER FOR THE MCEUEN FIELD IMPROVEMENT PROJECT.

WHEREAS, it has been recommended that the City of Coeur d'Alene enter into the contract(s), agreement(s) or other actions listed below pursuant to the terms and conditions set forth in the contract(s), agreement(s) and other action(s) documents attached hereto as Exhibits "1 through 7" and by reference made a part hereof as summarized as follows:

- 1) Approving the destruction of certain Police Department Records;
- 2) Declaration of Police Department vehicles as surplus;
- 3) Approving Change Order No. 2 for the WWTP Low Phosphorus Pilot Equipment with GE/Zenon Environmental Corporation;
- 4) Approving Change Order No. 3 for the WWTP Pilot Facilities with Shannon Industrial Construction;
- 5) Bid Award and Contract with Jacobson Tree Service for Street Tree Maintenance Work;
- 6) Approving the Annual School Resource Officer Contract for FY 2010 – 2011;
- 7) Approving the Contract Award to Miller / Stauffer for the McEuen Field Improvement Project;

AND;

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements or other actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits "1 through 7" 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 20th day of July, 2010.

Sandi Bloem, Mayor

ATTEST

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

REQUEST FOR DESTRUCTION OF RECORDS

DEPARTMENT: POLICE

DATE: July 9, 2010

RECORD DESCRIPTION	TYPE OF RECORD	DATE OF RECORDS
Accident Review Board Findings	Semi-Permanent	1979 - 2008
Code Three Pursuits	Semi-Permanent	1996 - 2003
Firearm Discharge/Shooting Review Board	Semi-Permanent	1978 - 2006
Personnel Complaints	Semi-Permanent	1973 - 2005
Taser Deployment Reports	Semi-Permanent	2004 - 2005
Use of OC Spray Reports	Semi-Permanent	1995 - 1999

STAFF REPORT

DATE: July 12, 2010
TO: General Services Committee
FROM: Steve Childers, Police Captain
SUBJECT: Declare Used Surplus Vehicles

Decision Point: Authorization to declare City owned vehicles as surplus and sell at auction. (Vehicle list attached)

History: When vehicles acquired by the Coeur d'Alene Police Department have reached the end of their usable life within the department, they were turned over to the Street Department Shop Supervisor for reassignment or surplus disposal. For many years, the City had partnered with the School District and Kootenai County to provide an auction where the vehicles were sold. For several years the County and School District have used a reputable auction house to clear their surplus items. The Coeur d'Alene City Street Department has used the same auction house to dispose of our surplus vehicles. The Street Department no longer has space at the Ramsey site for storage between auctions nor is it feasible to hold our own auction.

Financial Analysis: There will be no financial impact to the City. The auction house receives a percentage of the sale price. There is minimal cost involved to the Department for shuttling vehicles to Post Falls for auction.

Performance Analysis: The Street Department Shop Supervisor has deemed the listed vehicles as having little value to city or other departments. Due to vehicle condition, vehicle reutilization would be cost prohibitive.

Quality of Life Analysis: The financial gain from the sale of surplus vehicles will be placed back in the Cities General Fund.

Decision Point: Declare the listed vehicles as surplus and sell at auction. (Vehicle list attached)

Attached: Vehicle Surplus List

Vehicle Surplus List

1990 Ford Aerostar Van
VIN# 1FMCA11U9LZB90877

1998 Chevrolet Lumina
2G1WL52K4W9211660

1997 Ford Crown Victoria
2FALP71W1VX115063

1995 Ford Crown Victoria
2FALP71W3SX177092

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: July 12, 2010
FROM: David E. Shults, Capital Program Manager *D.E.S.*
SUBJECT: Change Order #2 to Agreement with GE/Zenon for Prepurchase of WWTP Low Phosphorus Pilot Facility Equipment

DECISION POINT:

The City Council is requested to approve Change Order #2, for a decreased cost of \$88,764.38 to the City's agreement with GE/Zenon Environmental Corporation, to furnish a Membrane Bioreactor System and Tertiary Membrane Filtration equipment for a total amended cost of \$1,052,695.62.

HISTORY:

Construction of the pilot facilities and installation of the three different pilot equipment systems are finished, and operations has begun. GE/Zenon supplied two of the three pilot systems. Change Order #2 to the agreement with GE/Zenon includes an assortment of changes to the equipment plans and specifications, most of which allowed the construction contractor, Shannon Industrial Contractors, to accomplish installation work that was originally the responsibility of the GE/Zenon. GE/Zenon agreed that it was more efficient to allow Shannon to assemble their equipment components, and agreed to reduce their contract amount to transfer the work.

Change Order #2 includes 20 change items. 16 change items are work items originally included in GE/Zenon's work, but transferred to Shannon by means of a change order that was recently approved by the City Council. Three change items are deductions for substitutions that cost less than what was specified. And one change item added the cost of a software license that is required but was not included in the project specifications. The change order does not change the duration allowed for providing the equipment. The City's project engineering company, HDR, provided descriptions of the elements of the change order in the attached letter. HDR and city staff reviewed the elements of the proposed change order, and believe the credits and costs are fair and reasonable.

FINANCIAL ANALYSIS:

<u>Cost Estimate for Pilot Project</u>	
Engineering, Startup and Training	\$841,932
Prepurchase of Pilot Equipment	1,447,460
Deduct for GE/Zenon Equipment Change Order #2	(88,764)
<u>Contractor Installation of Equipment and Building</u>	<u>1,303,704</u>
Total	3,504,332
Previous project cost estimate	\$3,599,500

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

DISCUSSION:

The City committed to a multi-year pilot demonstration test facility for wastewater plant equipment that will be needed to achieve very low phosphorus limits that are anticipated in the latest draft EPA discharge permit. Shannon Industrial Contractors, HDR Engineering, GE/Zenon, and Blue Water Technologies completed the construction, commissioning, and training phases. Wastewater staff is currently being assisted by HDR engineers for the beginning of continuous operations, which began in May 2010. The pilot equipment suppliers are committed to assist as necessary during the operations phase. Some good results are being punctuated with intermittent upsets and equipment malfunctions as the operators become experienced with the intricacies of the multitude of interrelated processes.

DECISION POINT/RECOMMENDATION:

The City Council is requested to approve Change Order #2, for a decreased cost of \$88,764.38 to the City's agreement with GE/Zenon Environmental Corporation, to furnish a Membrane Bioreactor System and Tertiary Membrane Filtration equipment for a total amended cost of \$1,052,695.62.

Attachment

des1400



CHANGE ORDER NO. 2

BUYER: City of Coeur d'Alene Wastewater Department

DATE: June 15, 2010

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 15, 2010

CONTRACT DATE: April 21, 2009

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

The cost summary of this Contract modification is as follows:

Table with 3 columns: CPR, Description, Cost. Lists items like GE Standard Equipment Skid Coating System, GE Standard Tank Coating System, etc., with associated costs.

CHANGE ORDER NO. 2 SUMMARY

Summary table showing Contract Price, Net Decrease due to deduct Change Proposal Requests, and Revised Contract Price with all Approved Change Orders.

The Contract Time 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.

Accepted for Seller By: [Signature] GE WATER, MELANIE OBAMA ENOVA June 15, 2010
Approved for HDR Engineering, Inc. By: [Signature] Date: 6/15/10

Approved for Buyer By: _____

Date: _____

Attest: _____

Date: _____

Distribution: Buyer, Seller, Engineer, Other:

June 15, 2010

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

**RE: City of Coeur d'Alene Wastewater Department
 Furnishing a MBR and furnishing a TMF System for
 Low Phosphorus Demonstration Pilot Facility
 Change Order No. 2**

Dear Mr. Shults:

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

Summary:

Change Order No. 2 includes multiple transfers of scopes of work from the Owner-furnished equipment vendor, Zenon Environmental Corporation (Zenon), to the installation contractor, Shannon Industrial, Inc. (Shannon).

The change in scope items as outlined on the attached Change Order No. 2 with Zenon results in a deduct to their contract in the amount of \$88,764.38. The majority of the scope items removed from Zenon's equipment procurement contract were added to the installation contract with Shannon via Change Order No. 2 of the installation contract.

A summary of the costs associated with this change order and the overall project are as follows:

	Shannon Contract	GE Contract	Blue Water Contract	Project Total
Scope of Work changes (credit)	-	(\$88,764.38)	-	(\$88,764.38)
Shannon Change Order No. 1 costs	\$22,335.00	-	-	\$22,335.00
Shannon Change Order No. 2 costs	\$107,771.00	-	-	\$107,771.00
Unanticipated cost allowance (credit)	\$0	(\$60,000.00)	(\$18,372.44)	(\$78,372.44)
Total costs (credits) by contract	\$130,106.00	(\$148,764.38)	(\$18,372.44)	(\$37,030.82)

The total change order amount for the contract to supply the MBR and TMF systems to date is (\$88,764.38). This results in a total contract cost of \$1,052,695.62.

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HDR Engineering, Inc.

WASTEWATER
 Resolution No. 10-025

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

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

EXHIBIT "3"

Description of Change Proposal Requests

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

CPR No. 001 – GE Standard Equipment Skid Coating System. This Change Proposal Request involved providing Zenon's standard equipment skid coating system in lieu of the coating specified in the contract documents. This change item is a deduct of \$3,256.00.

CPR No. 002 – GE Standard Tank Coating System. This Change Proposal Request involved providing Zenon's standard coating system for the interior and exterior of steel tanks, ladders and railings in lieu of the coating specified in the contract documents. This change item is a deduct of \$3,860.00.

CPR No. 003 – Standard Frames for RAS Pumps. This Change Proposal Request involved providing RAS Deox, RAS DN and Chemical Sludge Return pumps, valves, flow meters and pressure gages for installation by the General contractor in lieu of providing pre-piped equipment skids. This change item is a deduct of \$1,714.00.

CPR No. 004 – Centrifugal RAS Pumps. This Change Proposal Request involved providing centrifugal pumps with mechanical seals in lieu of non-clog centrifugal pumps with Chesterton seals and seal water stations for RAS Deox, RAS DN and Chemical Sludge Return pumps. This change item is a deduct of \$6,578.00.

CPR No. 005 – Electrical Conductors, Wiring, and Installation. This Change Proposal Request involved deducting the supply of conduit, conductors, junction boxes, and supports from Zenon's scope of supply. These items were added to the installation contractor's scope of supply. This change item is a deduct of \$50,178.21.

CPR No. 006 – MBR Static Mixer Materials. This Change Proposal Request involved deducting the supply of flanges for installation of the static mixer from Zenon's scope of supply. These items were added to the installation contractor's scope of supply. This change item is a deduct of \$150.88.

CPR No. 007 – TMF Permeate Piping. This Change Proposal Request involved deducting the supply of pipe, fittings, and installation labor for permeate piping from Zenon's scope of supply. These items were added to the installation contractor's scope of supply. This change item is a deduct of \$837.00.

CPR No. 008 – MBR Permeate Piping. This Change Proposal Request involved deducting the supply of pipe, fittings, and installation labor for connection of the MBR permeate piping from the MBR equipment skid to the MBR membrane tank from

Zenon's scope of supply. These items were added to the installation contractor's scope of supply. This change item is a deduct of \$1,911.00.

CPR No. 009 – MBR Aeration Piping. This Change Proposal Request involved deducting the supply of pipe, fittings, and supports for aeration piping from the aeration blower to the aerobic tank from Zenon's scope of supply. These items were added to the installation contractor's scope of supply. This change item is a deduct of \$2,976.00.

CPR No. 010 – MBR Scour Air Piping. This Change Proposal Request involved deducting pipe, fittings, and supports for aeration piping from the MBR scour blower to the MBR membrane tank from Zenon's scope of supply. These items were added to the installation contractor's scope of supply. This change item is a deduct of \$5,481.00.

CPR No. 011 – TMF Scour Air Piping. This Change Proposal Request involved deducting the pipe, fittings, and supports for aeration piping from the TMF scour blower to the TMF membrane tank from Zenon's scope of supply. These items were added to the installation contractor's scope of supply. This change item is a deduct of \$3,057.00.

CPR No. 012 – Tank Mixer Materials and Hole Drilling. This Change Proposal Request involved deducting hardware for installing the tank mixer, blades and shafts into the anaerobic, anoxic, RAS Deox, RAS DN and mixing tanks from Zenon's scope of supply. These items were added to the installation contractor's scope of supply. This change item is a deduct of \$182.00.

CPR No. 013 – MBR and TMF Tank Piping and Appurtenances. This Change Proposal Request involved deducting necessary labor, materials and equipment to install the membrane tank ancillary items including pipe spools, valves, float switches, vacuum ejectors, and pressure indicators, for both the MBR and TMF membrane tanks from Zenon's scope of supply. These items were added to the installation contractor's scope of supply. This change item is a deduct of \$5,139.00

CPR No. 014 – MBR and TMF Railing and Ladders. This Change Proposal Request involved deducting necessary labor, materials, and equipment to install the ladders, handrailing and grating on the MBR and TMF membrane tanks from Zenon's scope of supply. These items were added to the installation contractor's scope of supply. This change item is a deduct of \$1,833.00.

CPR No. 015 - TMF Static Mixer Materials. This Change Proposal Request involved deducting materials necessary for installation of the static mixer from Zenon's scope of supply. These items were added to the installation contractor's scope of supply. This change item is a deduct of \$100.29.

Mr. Dave Shults

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CPR No. 016 – I/O Server. This Change Proposal Request involved adding one license for GE Fanuc TOP server suite to Zenon's scope of supply. This change item is an addition of \$795.00.

CPR No. 017 - TMF CPVC Piping. This Change Proposal Request involved deducting materials and labor for CPVC pipe installation in the TMF tank from Zenon's scope of supply. These items were added to the installation contractor's scope of supply. This change item is a deduct of \$686.00.

CPR No. 018 – SST Elbows for Membrane Cassettes. This Change Proposal Request involved deducting materials and labor necessary for assembling threaded elbows required for the membrane cassettes from Zenon's scope of supply. These items were added to the installation contractor's scope of supply. This change item is a deduct of \$417.00.

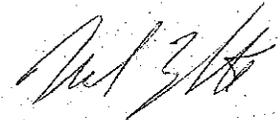
CPR No. 019 – MBR and TMF Hose Camlocks. This Change Proposal Request involved deducting materials and labor for assembly of camlocks and stainless steel plugs on MBR and TMF membrane hoses from Zenon's scope of supply. These items were added to the installation contractor's scope of supply. This change item is a deduct of \$771.00.

CPR No. 020 – Ball Valves for Startup. This Change Proposal Request involved deducting materials and labor for installation of ball valves required for startup from Zenon's scope of supply. These items were added to the installation contractor's scope of supply. This change item is a deduct of \$432.00.

HDR Engineering, Inc. recommends City approval and execution of Change Order No. 2 with Zenon. Please let us know if you require any additional information.

Sincerely,

HDR ENGINEERING, INC.



Michael Zeltner, PE
Project Engineer

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

HDR Engineering, Inc.

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: July 12, 2010
FROM: David E. Shults, Capital Program Manager 
SUBJECT: Change Order #3 for Shannon Industrial Contractors for WWTP Low Phosphorus Demonstration Pilot Facilities

DECISION POINT:

The City Council is requested to approve Change Order #3, for an increased cost of \$30,311 to the City's agreement with Shannon Industrial Contractors, for a total construction contract amount of \$1,334,015.

HISTORY:

Shannon Industrial Contractors completed construction of the pilot facilities, and is currently making minor changes to resolve issues that were discovered during start-up and commissioning. Shannon's specified work consisted of construction of a 40 ft by 60 ft building, installation of utilities and process piping, installation of three City-prepurchased pilot process systems, and start-up of the facilities. Change Order #3 includes an assortment of changes to the plans and specifications, most of which resolve issues that were discovered during start-up of the complex array of pilot equipment and interrelated chemical and biological wastewater treatment processes. This change order work was not anticipated during initial development of plans and specifications provided by the City's consultant, HDR Engineering.

Change Order #3 includes 23 change items that are described in the attached letter from HDR. 4 change items are work items originally included in GE/Zenon's work, but transferred to Shannon. A deductive change order was negotiated with GE/Zenon for these items. 19 items are added equipment, materials, and work that were not anticipated in the original plans and specifications, but that are necessary for operation of the pilot facilities. The change order adds 148 additional days to the required completion days for Shannon's work. The added days did not interfere with the schedule for commissioning of the pilot facilities. HDR and city staff reviewed the elements of the proposed change order, and believe the costs are fair and reasonable, and that the changes are necessary.

FINANCIAL ANALYSIS:

Cost Estimate for Pilot Project

Engineering, Startup and Training	\$841,932
Prepurchase of Pilot Equipment, incl. credit from GE/Zenon	1,358,696
Contractor Installation of Equipment and Building	1,303,704
<u>Contractor Change Order #3</u>	<u>30,311</u>
Total	3,534,643

Previous project cost estimate \$3,504,332

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



CHANGE ORDER NO. 3

OWNER: City of Coeur d'Alene, ID

DATE: July 7, 2010

CONTRACTOR: Shannon Industrial Contractors, Inc.

HDR PROJECT NO.: 00...85061

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

CONTRACT DATE: May 19, 2009

CONTRACT PERIOD: April 6, 2010 to July 7, 2010

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

Provide all materials, labor and equipment necessary for the work outlined in CPR Nos. 052A, 060, 061, 062, 063, 064, 065, 066, 067, 068, 069, 070, 071, 072, 074, 075, 076, 077, 078, 079, 080, 081 and 082.

The cost summary of this Contract modification is as follows:

<u>CPR</u>	<u>Description</u>	<u>Cost</u>
052A	Exterior Lights	\$5,364.00
060	Portable Pump Electrical	\$1,698.00
061	Gas Pressure Regulator	\$946.00
062	TMF Permeate Pipe Air Release Valve	\$532.00
063	MBR Membrane Tank Overflow Flush	\$730.00
064	Odor Control System	\$11,037.00
065	Blue Water Sample Ports	\$441.00
066	Blue Water Effluent Valve	\$351.00
067	MBR Air Release Valve Drain Piping	\$233.00
068	Wash Sink	\$1,008.00
069	TMF Drain	\$1,299.00
070	TMF MLSS Sample Port	\$278.00
071	GE Chemical Lines	\$167.00
072	ChemScan Sample Chamber and Strainer Relocation	\$126.00
074	Blue Water Ferric Line Cover	\$276.00
075	MBR and TMF Membrane Tank Ladder Modifications	\$1,647.00
076	UV System Wiring	\$597.00
077	GE TMF CPVC Piping	\$686.00
078	MBR Scour Air Valves	\$165.00
079	GE Membrane Cassette Elbows	\$417.00
080	Align and Grease MBR and TMF Blowers and Pumps	\$1,110.00
081	GE MBR and TMF Hose Camlocks	\$771.00
082	GE Valves for Start-up	<u>\$432.00</u>
CHANGE ORDER NO. 3 TOTAL AMOUNT		\$30,311.00

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CHANGE ORDER SUMMARY

Contract Price:

Contract Price prior to this Change Order	\$1,303,704.00
Net Increase/Decrease of this Change Order	<u>\$30,311.00</u>
Revised Contract Price with all Approved Change Orders	\$1,334,015.00

Contract Time:

	Final Completion of All Work
Contract Time Prior to this Change Order	288 Calendar Days
Net increase of this Change Order	148 Calendar Days
Revised Contract Time With All Approved Change Orders	436 Calendar Days

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

Accepted for Contractor By: ISAAC WALTON Date: JULY 7, 2010

Approved for HDR Engineering, Inc. By: [Signature] Date: July 7, 2010

Approved for Owner By: _____ Date: _____

Distribution: Owner, Contractor, Office

July 7, 2010

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

**RE: City of Coeur d'Alene Wastewater Treatment Plant
 Low Phosphorus Demonstration Pilot Facility
 Installation Contract with Shannon Industrial, Inc.
 Change Order No. 3**

Dear Mr. Shults:

Please find attached, for your review and approval, the recommended Change Order No. 3 for the above referenced project.

Summary

Change Order No. 3 includes additions to the scope of work for Shannon Industrial, Inc. (Shannon) that arose during the startup period and changes in scopes of work from the Owner-furnished equipment vendor, GE/Zenon Environmental Corporation (GE), to the Installation Contractor, Shannon.

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

	Shannon Contract	GE Contract	Blue Water Contract	Project Total
Scope of Work changes				
GE Change Order No. 2 (credit)	-	(\$88,764.38)	-	(\$88,764.38)
Shannon Change Order No. 1 costs	\$22,335.00	-	-	\$22,335.00
Shannon Change Order No. 2 costs	\$107,771.00	-	-	\$107,771.00
Shannon Change Order No. 3 costs	\$30,311.00			\$30,311.00
Unanticipated cost allowance (credit)	-	(\$60,000.00)	(\$18,372.44)	(\$78,372.44)
Total costs (credits) by contract	\$160,417.00	(\$148,764.38)	(\$18,372.44)	(\$6,719.82)

The total change order amount for the installation contract to date is \$160,417. This results in a total installation project cost of \$1,334,015, which is 13.7 percent higher than the original bid price of \$1,173,598. By comparison, a finalizing deduct Change Order of

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HDR Engineering, Inc.

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\$148,764 is anticipated for the GE contract, pending contract completion resulting in a total GE equipment procurement cost of \$992,696, which is 13.0 percent lower than the original bid price of \$1,141,460. Also, a finalizing deduct Change Order of \$18,372 is also anticipated for the Blue Water contract, pending contract completion. This is the balance of the unused Blue Water Unanticipated Costs and will result in a total Blue Water equipment procurement cost of \$287,628, which is 6.0 percent lower than the original bid price of \$306,000.

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

Description of Change Proposal Requests

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

CPR No. 052A – Exterior Lights. This Change Proposal Request involved providing the necessary conduit, conductors, light fixtures, labor and equipment to install five new exterior wall lights and to relocate one existing exterior wall light for improved lighting along the west and south walls and at the southeast corner. This change item was an additional cost of \$5,364.00. Work for this change item required additional contract time. The Contractor was required to provide additional change order pricing after the best course of action for lighting the exterior of the facility was determined. After a moderate delay determining lighting requirements, the project also required ordering of fixtures and necessary parts. Although there has been no delay in facility startup and commissioning of due to this change item, the lighting installation did require a change in contract time of 148 calendar days to complete.

CPR No. 060 – Portable Pump Electrical. This Change Proposal Request involved providing the necessary conductors, breaker, receptacle, other materials, labor and equipment to modify the Portable Pump to run on 240V power. This change item was an additional cost of \$1,698.00. Work for this change item required additional contract time; however, completion of this item was within the contract time extension time allowed for CPR No. 052A.

CPR No. 061 – Gas Pressure Regulator. This Change Proposal Request involved providing the necessary valve, piping, labor and equipment to install a gas pressure regulator to allow the gas heaters and water heater within the Low Phosphorus Pilot building to operate on the medium pressure gas system being constructed under the Phase 5B project. This change item was an additional cost of \$946.00. Work for this change item required additional contract

time; however, completion of this item was within the contract time extension time allowed for CPR No. 052A.

CPR No. 062 – TMF Permeate Pipe Air Release Valve. This Change Proposal Request involved providing the necessary valve, piping, supports, labor and equipment to install an air release on the raised section of TMF permeate piping to prevent air locks during the back pulse and back wash cycles. This change item was an additional cost of \$532.00. Work for this change item required additional contract time; however, completion of this item was within the contract time extension time allowed for CPR No. 052A.

CPR No. 063 – MBR Membrane Tank Overflow Flush. This Change Proposal Request involved providing the necessary valves, piping, supports, labor and equipment to install a 3W water flushing connection to allow the tank overflow pipe to be easily flushed. This change item was an additional cost of \$730.00. Work for this change item required additional contract time; however, completion of this item was within the contract time extension time allowed for CPR No. 052A.

CPR No. 064 – Odor Control System. This Change Proposal Request involved providing the necessary fan, ductwork, supports, labor and equipment to install an odor control system that vents the air from the Aeration Tank, TMF Membrane Tank and MBR Membrane Tank to the exterior of the building. This change item was an additional cost of \$11,037.00. Work for this change item required additional contract time; however, completion of this item was within the contract time extension time allowed for CPR No. 052A.

CPR No. 065 – Blue Water Sample Ports. This Change Proposal Request involved providing the necessary valves, piping, supports, labor and equipment to install two sample ports on the Blue Water equipment skid. This change item was an additional cost of \$441.00. Work for this change item required additional contract time; however, completion of this item was within the contract time extension time allowed for CPR No. 052A.

CPR No. 066 – Blue Water Effluent Valve. This Change Proposal Request involved providing the necessary valve, piping, supports, labor and equipment to install one valve on the Blue Water effluent pipe to allow for sampling. This change item was an additional cost of \$351.00. Work for this change item required additional contract time; however, completion of this item was within the contract time extension time allowed for CPR No. 052A.

CPR No. 067 – MBR Air Release Valve Drain Piping. This Change Proposal Request involved providing the necessary piping, supports, labor and equipment to install drain piping on the MBR air release valves. This change item was an additional cost of \$233.00.

Work for this change item required additional contract time; however, completion of this item was within the contract time extension time allowed for CPR No. 052A.

CPR No. 068 – Wash Sink. This Change Proposal Request involved providing the necessary valves, piping, supports, labor and equipment to install hot and cold water piping from the Low P Pilot building systems to the wash sink. This change item was an additional cost of \$1,008.00. Work for this change item required additional contract time; however, completion of this item was within the contract time extension time allowed for CPR No. 052A.

CPR No. 069 – TMF Drain. This Change Proposal Request involved providing the necessary piping, supports, labor and equipment to modify the TMF drain due to flooding. This change item was an additional cost of \$1,299.00. Work for this change item required additional contract time; however, completion of this item was within the contract time extension time allowed for CPR No. 052A.

CPR No. 070 – TMF MLSS Sample Port. This Change Proposal Request involved providing the necessary piping, labor and equipment to add a sample port to the TMF mixed liquor suspended solids (MLSS) line for sampling purposes. This change item was an additional cost of \$278.00. Work for this change item required additional contract time; however, completion of this item was within the contract time extension time allowed for CPR No. 052A.

CPR No. 071 – GE Chemical Lines. This Change Proposal Request involved providing the necessary piping, labor and equipment to modify the relief piping for the GE chemical metering pumps. This change item was an additional cost of \$167.00. Work for this change item required additional contract time; however, completion of this item was within the contract time extension time allowed for CPR No. 052A.

CPR No. 072 – ChemScan Sample Chamber and Strainer Relocation. This Change Proposal Request involved providing the necessary piping, support, labor and equipment to relocate the ChemScan sample chamber and strainer due to the relocation of the refrigerated composite samplers. This change item was an additional cost of \$126.00. Work for this change item required additional contract time; however, completion of this item was within the contract time extension time allowed for CPR No. 052A.

CPR No. 074 – Blue Water Ferric Line Cover. This Change Proposal Request involved providing the necessary lumber, paint, labor and equipment to construct a cover over the Blue Water ferric feed line that is located on the floor between the ferric tote and the Blue Water equipment skid. This change item was an additional cost of \$276.00. Work for this change item required additional contract time; however, completion of this item was within the contract time extension time allowed for CPR No. 052A.

CPR No. 075 – MBR and TMF Membrane Tank Ladder Modifications. This Change Proposal Request involved providing the necessary materials, labor and equipment to construct extensions for the ladders on the MBR and TMF Membrane Tanks to allow for more clearance when climbing the ladders. This change item was an additional cost of \$1,647.00. Work for this change item required additional contract time; however, completion of this item was within the contract time extension time allowed for CPR No. 052A.

CPR No. 076 – UV System Wiring. This Change Proposal Request involved providing the necessary conduit, conductors, terminations, labor and equipment to directly provide the UV System Control Panel with the flow signal from the Reuse Flow Meter. This change item was an additional cost of \$597.00. Work for this change item required additional contract time; however, completion of this item was within the contract time extension time allowed for CPR No. 052A.

CPR No. 077 – GE TMF CPVC Piping. This Change Proposal Request involved providing the necessary pipe, fittings, labor and equipment for installing a CPVC pipe in the TMF Membrane Tank at the request of GE. This change item transferred scope of work from the Owner-furnished equipment vendor, GE, to the installation contractor, Shannon. This change item was an additional cost of \$686.00. Change Proposal Request No. 017 with GE covers the additional cost of this CPR. Work for this change item required additional contract time; however, completion of this item was within the contract time extension time allowed for CPR No. 052A.

CPR No. 078 – MBR Scour Air Valves. This Change Proposal Request involved providing the necessary valves, labor and equipment for installing two isolation valves on the MBR Membrane Tank scour air piping. This change item was an additional cost of \$165.00. Work for this change item required additional contract time; however, completion of this item was within the contract time extension time allowed for CPR No. 052A.

CPR No. 079 – GE Membrane Cassette Elbows. This Change Proposal Request involved providing the necessary fittings, labor and equipment for installing a stainless steel elbows on the membrane cassettes at the request of GE. This change item transferred scope of work from the Owner-furnished equipment vendor, GE, to the installation contractor, Shannon. This change item was an additional cost of \$417.00. Change Proposal Request No. 018 with GE covers the additional cost of this CPR. Work for this change item required additional contract time; however, completion of this item was within the contract time extension time allowed for CPR No. 052A.

CPR No. 080 – Align and Grease MBR and TMF Blowers and Pumps. This Change Proposal Request involved providing the necessary materials, labor and equipment for aligning and greasing four blowers and three pumps, and installing drive belts on four blowers. This change item was an additional cost of \$1,110.00. Work for this change item required additional contract time; however, completion of this item was within the contract time extension time allowed for CPR No. 052A.

CPR No. 081 – GE MBR and TMF Hose Camlocks. This Change Proposal Request involved providing the necessary fittings, labor and equipment for installing stainless steel cam-locks and plugs on MBR and TMF membrane cassette hoses at the request of GE. This change item transferred scope of work from the Owner-furnished equipment vendor, GE, to the installation contractor, Shannon. This change item was an additional cost of \$771.00. Change Proposal Request No. 019 with GE covers the additional cost of this CPR. Work for this change item required additional contract time; however, completion of this item was within the contract time extension time allowed for CPR No. 052A.

CPR No. 082 – GE Valves for Start-up. This Change Proposal Request involved providing the necessary valves, labor and equipment for installing two isolation valves on the membrane permeate lines at the request of GE during their start-up process. This change item transferred scope of work from the Owner-furnished equipment vendor, GE, to the installation contractor, Shannon. This change item was an additional cost of \$432.00. Change Proposal Request No. 020 with GE covers the additional cost of this CPR. Work for this change item required additional contract time; however, completion of this item was within the contract time extension time allowed for CPR No. 052A.

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

Sincerely,

HDR ENGINEERING, INC.



Michael Zeltner, P.E.
Project Engineer

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

Enclosures.

Change Order No. 3	Change Proposal Request No. 070
Change Proposal Request No. 052A	Change Proposal Request No. 071
Change Proposal Request No. 060	Change Proposal Request No. 072
Change Proposal Request No. 061	Change Proposal Request No. 074
Change Proposal Request No. 062	Change Proposal Request No. 075
Change Proposal Request No. 063	Change Proposal Request No. 076
Change Proposal Request No. 064	Change Proposal Request No. 077
Change Proposal Request No. 065	Change Proposal Request No. 078
Change Proposal Request No. 066	Change Proposal Request No. 079
Change Proposal Request No. 067	Change Proposal Request No. 080
Change Proposal Request No. 068	Change Proposal Request No. 081
Change Proposal Request No. 069	Change Proposal Request No. 082

**URBAN FORESTRY COMMITTEE
STAFF REPORT**

DATE: July 20, 2010
FROM: Karen Haskew, Urban Forestry Coordinator
SUBJECT: **Street Tree Maintenance Contract**

DECISION POINT:

Recommendation that the City contract with Jacobson Tree Service to perform street tree maintenance work.

HISTORY:

In early 2010 the City of Coeur d'Alene had an opportunity to apply for federal stimulus (ARRA – American Recovery and Reinvestment Act) funds to do public tree maintenance work. We were awarded a total of \$133,512 for both park tree and street tree work. The street tree segment of the work was put out to bid in late June. The bid opening was July 12th. Jacobson Tree Service was the lowest of three bids received. Their bid was found to be responsive.

FINANCIAL ANALYSIS:

The street tree work was allocated \$91,500 of the total grant amount. Jacobson Tree Service bid \$78,888 for the street tree work listed in the bid. There is an additional list of street tree work from which we can add work on a unit cost basis in order to utilize the entire amount allocated by the ARRA funds.

The contractor will be paid by ARRA funds on a reimbursement basis. The City will not have to expend cash for this project, but will be using staff time to do the administrative work.

PERFORMANCE ANALYSIS:

The contract is for maintenance of 176 + street trees identified to be in poor condition. 68% of the work will be removals and the remainder will be pruning. Letters have been sent to abutting property owners regarding the work planned. Since the abutting property owners are responsible for the care of street trees, this funding will benefit these abutting property owners. However, the abutting property owners where trees are removed will still be responsible for planting replacement trees.

Awarding the contract will help achieve the goals of the ARRA grant which are to maintain or increase employment of tree care workers in Kootenai and Bonner Counties, as well as to help communities improve the overall health and value of the public tree resource while increasing public safety.

DECISION POINT/RECOMMENDATION:

Recommendation that the City contract with Jacobson Tree Service to perform street tree maintenance work.

CONTRACT

THIS CONTRACT, made and entered into this 20th day of July, 2010, 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 **JACOBSON TREE SERVICE**, a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its mailing address as PO Box 159, Coeur d' Alene, Idaho 83816 [208-765-6721], hereinafter referred to as "**CONTRACTOR**",

W I T N E S S E T H:

THAT, WHEREAS, the **CONTRACTOR** has been awarded this contract for **STREET TREE MAINTENANCE** including removal of trees, stump grinding, Crown Cleaning (CC), Crown Raising (CR) and/or Crown Thinning (CT) and/or Crown Restoration (CN) 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 complete the street tree maintenance 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 plans and specifications and approved by the City Urban Forester, and all labor performed shall be of first-class workmanship.

The **CONTRACTOR** shall furnish and install barriers and warning lights to prevent accidents. The **CONTRACTOR** shall indemnify, defend and hold the **CITY** harmless from all claims arising 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 insureds in the amount of Five Hundred Thousand Dollars (\$500,000) 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 Idaho Code 6-924. 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 **Seventy-Eight Thousand Eight Hundred Eighty-Eight and no/100 Dollars (\$78,888.00)**.

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 Finance Director.

The number of calendar days allowed for completion of the Contract work shall be sixty (60) 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 Dollars (\$500) 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**, must give preference to the employment of bona fide residents in the performance of said work.

The justification for funding of this project through the American Recovery and Reinvestment Act was based on county unemployment, so every effort should be made to hire Kootenai and Bonner County, Idaho residents first. After which, residents of neighboring counties with similar high unemployment should be sought next for hire or contracts. IT IS AGREED that the **CONTRACTOR** will submit monthly reports to the **CITY** about jobs created and retained and the county of residence of the people who hold those positions.

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 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:

- Bidding Requirements and Forms
 - Notice of Advertisement for BIDS
 - Information for Bidders
 - Bid Proposal
 - Acknowledgement Receipt of Addenda
 - Contract
 - Bid Bond
 - Performance Bond
 - Labor and Materials Payment Bond
 - Notice of Award
 - Notice to Proceed

Change Order
Non-collusion Affidavit
Certification of Non-segregated Facilities
Executive Order 11246 – Equal Opportunity
Affadavit of Payment of Securement of All Taxes
Required Reports
General Requirements
General Conditions
Product Requirements
Execution / Project Closeout Requirements
Specifications prepared or issued by City of Coeur d'Alene in the section entitled
“Street Tree Work”
Addenda

No. _____ dated _____, 2010
No. _____ dated _____, 2010
No. _____ dated _____, 2010

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**, and the **CONTRACTOR** has caused the same to be signed by its President, the day and year first above written.

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

**CONTRACTOR:
JACOBSON TREE SERVICE**

Sandi Bloem, Mayor

By: _____

Its: _____

ATTEST:

Susan K. Weathers, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 20th day of July, 2010, 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 _____
Residing at _____
My Commission expires: _____

~~~~~

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this \_\_\_\_ day of July, 2010, before me, a Notary Public, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_, of **Jacobson Tree Service**, and the persons who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

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

TO: Wendy Gabriel  
City Administrator

FROM: Wayne Longo  
Chief of Police

SUBJECT: School Resource Officer agreement between the Coeur d'Alene School District #271 and the City of Coeur d'Alene.

DATE: June 30, 2010

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**Decision Point:** Should the City of Coeur d'Alene enter into a contract to continue the School Resource Officer program with School District #271 for fiscal year 2010-2011.

**History:** The City of Coeur d'Alene and School District #271 have maintained the SRO partnership since 1999. Both the Police Department and the School District have deemed the SRO program not only successful, but vital to providing campus safety. The partnership's success can be tangibly measured in the reduction of campus related crimes and case clearance rates.

**Financial Analysis:** The school district has agreed to pay \$90,640 of the personnel costs associated with this program.

**Performance Analysis:** The SRO program has specifically impacted campus crime as documented by standard crime reporting data. The SRO program has provided the police department an open communication link with students, educators and citizens that have directly resulted in solving several crimes that might not have been solved.

**Quality of Life Analysis:** The SRO program has provided an excellent way for police, students, teachers, and other citizens to interact in a positive proactive manner. The full impact of these programs on the quality of life is sometimes hard to measure. The feedback from all involved truly believes the schools are a safer place. In addition they feel the police and citizens have a more positive relationship.

**Decision Point:** Should the City of Coeur d'Alene enter into a contract to continue the School Resource Officer program with School District #271 for fiscal year 2010-2011.

The School District is committed to this program and has already agreed to maintain this program for the fiscal school year of 2010-2011.

Wayne Longo  
Chief of Police

AGREEMENT BETWEEN THE  
COEUR D'ALENE SCHOOL DISTRICT #271

and

THE CITY OF COEUR D'ALENE

for

EMPLOYMENT OF SCHOOL RESOURCE OFFICERS  
DISTRICT'S FISCAL YEAR 2010-2011

THIS AGREEMENT is entered into this 12<sup>th</sup> day of July, 2010, by and between School District #271, Coeur d'Alene, Idaho, hereinafter referred to as DISTRICT, and the City of Coeur d'Alene, having its principal business office located at 710 Mullan, Coeur d'Alene, Idaho, hereinafter referred to as CITY.

WITNESSETH:

WHEREAS, safety and security on and around high school, middle school, and elementary school campuses is an essential element for a positive educational environment; and

WHEREAS, the safety and well being of students on high school, middle school, and elementary school campuses is a concern shared by both the CITY and the DISTRICT, and a coordinated effort is deemed the most effective and efficient means to provide for campus security; and

WHEREAS, the presence of uniformed police officers on school campuses, in addition to basic law enforcement services, allows for an array of police services to be provided to both students and staff such as the dissemination of information on the police department, the criminal justice system, gang intervention and prevention, and alcohol and drug abuse prevention.

NOW THEREFORE, the parties to this agreement do mutually agree as follows:

I. RESPONSIBILITIES OF CITY

1. CITY agrees to provide <sup>five JK-per Ron@Clark-PD</sup> ~~six~~ (5) School Resource Officers in order to provide a uniformed high visibility presence on and around the high school and middle school campuses, located in the City of Coeur d'Alene; and

2. CITY agrees to furnish normal equipment for officers who perform this service, including use of Coeur d'Alene Police Department vehicles; and

3. CITY agrees the officers will facilitate classroom and faculty presentations related to the youth and the law, at elementary schools, Coeur d'Alene High School, Lake City High School, Project CDA, Woodland Middle School, Canfield Middle School and Lakes Middle School, investigate youth related criminal cases, continue work with community agencies and parent/teacher groups, schedule security activities as needed, be the first responder in all law enforcement related matters as they occur during regularly scheduled work hours for the officer; and
4. CITY agrees to have officers attend various sporting events and other extra curricular activities as needed for pro-active enforcement and interaction; and
5. CITY agrees to document and investigate all incidents of crime as per the police department's policies and procedures.

## II. RESPONSIBILITIES OF DISTRICT

1. DISTRICT agrees to provide office space, furnishings and supplies for each School Resource Officer; and
2. DISTRICT agrees to furnish any special equipment or material necessary for the performance of this service as such equipment or material shall be identified and agreed to by the parties in writing; and
3. DISTRICT agrees each officer shall be responsible primarily to their Police Department Supervisor and secondarily to the principal of the high school to which they are assigned.

## III. CONTROL AND JURISDICTION

Prevention, education and training may take place at elementary schools, Coeur d'Alene High School, Lake City High School, Project CDA, Woodland Middle School, Canfield Middle School and Lakes Middle School located in the City of Coeur d'Alene as such activity relates to the DISTRICT.

The School Resource Officers will remain under the employment, direction, and control of the Coeur d'Alene Police Department. The Resource Officers are employees of the City of Coeur d'Alene as employee is defined under Idaho Code 6-902(4). The City of Coeur d'Alene shall remain responsible for the actions of the School Resource Officers, and shall maintain liability insurance, or self insurance as the case may be in order to protect the district from any claims under the Idaho Tort Claims Act, Idaho Code 6-901 et seq., or any other alleged act or omission of the School Resource Officers including but not limited to alleged Civil Rights violations.

The DISTRICT shall endeavor to provide the CITY with requests for additional officers or for work assignments occurring outside regular high school or middle school hours (that are not usual police duties) prior to the beginning of the school year. DISTRICT will update the CITY at reasonable intervals in order to assist the CITY in scheduling officers. Any requests for services by the CITY outside the scope of this agreement shall be negotiated for compensation prior to the incurrence of such work assignments, the same shall be agreed to in writing.

#### IV. CONSIDERATION

In consideration of all services hereinbefore described, DISTRICT agrees to pay and CITY agrees to accept in full payment therefore the amount of Ninety Thousand Six Hundred Forty Dollars and 00/100 (\$90,640.00) to be paid quarterly.

#### V. TERM, AMENDMENT, RENEWAL AND TERMINATION OF AGREEMENT

1. The term of this Agreement shall remain in effect for the 2010-2011 public school fiscal year.
2. This Agreement may be amended or renewed in writing by consent of CITY and DISTRICT as permitted by law.
3. This Agreement may be terminated at any time in writing by mutual consent of CITY and DISTRICT.
4. On or before July 1, 2011, both parties shall meet to evaluate the program prior to deciding whether to continue.

#### VI. IDAHO LAW CONTROLS

It is expressly understood and agreed by CITY and DISTRICT that the laws of the State of Idaho shall govern them and the interpretation of this Agreement shall be initiated exclusively in the Courts of the State of Idaho.

#### VI. SUCCESSORS-IN-INTEREST AND ASSIGNS

All terms, conditions and provisions hereof shall inure to and shall bind the parties hereto, their respective successors in interest and assigns.

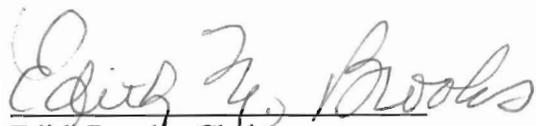
IN WITNESS THEREOF, CITY and DISTRICT have caused the Agreement to be signed in their behalf by duly authorized representative on the 12<sup>th</sup> day of July, 2010,

pursuant to Resolution No. 10-025 authorized the City Mayor to sign same.

CITY OF COEUR D'ALENE

COEUR D'ALENE SCHOOL  
DISTRICT #271

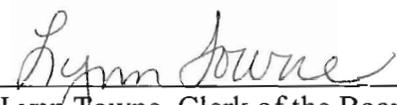
By: \_\_\_\_\_  
Sandi Bloem, Mayor

By:   
Edith Brooks, Chairperson

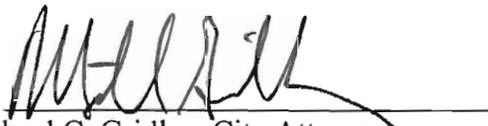
Attest:

Attest:

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

  
Lynn Towne, Clerk of the Board

APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

By:   
Michael C. Gridley, City Attorney

By: \_\_\_\_\_  
Charles Dodson, Attorney for School District 271

**CITY COUNCIL  
STAFF REPORT**

**July 20, 2010**

**From: Doug Eastwood, Parks Director**

**RE: AGREEMENT WITH MILLER-STAUFFER (TEAM MCEUEN)**

**Decision Point:** Enter into an agreement with Miller-Stauffer Architects (Team McEuen) to complete the final plan for the reconstruction of McEuen Field, Front Avenue and the Third Street Marina per site plan and scope of services.

**History:** McEuen Field has been targeted for reconstruction for the better part of the past decade. We solicited for qualifications in April of this year from various firms and recently conducted interviews with the four top firms. Our McEuen Field Ad-Hoc committee is recommending we enter into an agreement with Team McEuen led by Miller-Stauffer Architects with Dick Stauffer as the lead person on the team.

**Financial Analysis:** The services for this work will be \$125,000.00. LCDC and the City of Coeur d'Alene will partner on this expense; LCDC will pay \$100,000 and the City will pay \$25,000. The City's portion will come from the parking lot fund.

**Performance Analysis:** This park site combined with Front Avenue and the waterfront can be a destination park for a variety of uses. Coeur d'Alene is fortunate to have such public property on the lake and in the proximity of the downtown area.

**Decision Point:** Enter into an agreement with Miller-Stauffer Architects (Team McEuen) to complete the final plan for the McEuen Field Project. This is recommended by the McEuen Field Ad-Hoc Committee and staff.

## **MCEUEN FIELD CONTRACT**

THIS CONTRACT, made and entered into this 20<sup>th</sup> day of July, 2010, 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 **MILLER/STAUFFER ARCHITECTS**, a consulting firm that will lead a group of consultants also known as 'Team McEuen.' Miller/Stauffer Architects will be the prime contact throughout the duration of this agreement. Team McEuen is comprised of Bernardo Wills Architects, Welch-Comer Engineers and other specialty consultants that may be required to assist Team McEuen. Each of the firms on Team McEuen and lead by Miller/Stauffer Architects are corporations duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at 601 E. Front Street, Suite 201, Coeur d'Alene, Idaho 83814 Miller/Stauffer Architects will hereinafter be referred to as the "**CONSULTANT**",

W I T N E S S E T H:

THAT, WHEREAS, the said **CONSULTANT** has been awarded the contract for the McEuen Project in Coeur d'Alene, according to scope of duties and services outlined in attached **EXHIBIT "A"** for said project, which scope and services are incorporated herein by reference. The boundary of the project is defined in **EXHIBIT "B"**, which map is 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 **CONSULTANT** shall complete a final plan for the McEuen Project as set forth in the said scope and services described above, in said city, furnishing all labor and materials therefore according to said scope and services. All material shall be of the high standard required by the said plans and specifications and approved by the Parks Director of the **City of Coeur d'Alene**, and all labor performed shall be of first-class workmanship. All materials, plans, and designs generated as a result of this project will be owned by the **City of Coeur d'Alene**.

The **CONSULTANT** shall take all appropriate measures as required by law and agreement of the parties to prevent injury or property damage. The **CONSULTANT** shall indemnify, defend and hold the **CITY** harmless from all claims arising from **Consultant's** acts or omissions in performance of this contract. The **CONSULTANT** shall purchase and maintain insurance of the type and the amount specified in the Contract Documents. Certificates of insurance providing at least thirty (30) days written notice to the **CITY** prior to cancellation of the policies shall be filed in the office of the City Clerk.

The **CONSULTANT** 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 **CONSULTANT** fail to maintain such insurance during the entire term hereof, the **CONSULTANT** shall indemnify the **CITY** against any loss resulting to the **CITY** from such failure, either by way of compensation or additional premium liability. The **CONSULTANT** shall furnish to the **CITY**, prior to commencement of the work, such

evidence as the **CITY** may require guaranteeing contributions which will come due under the Employment Security Law including, at the option of the **CITY**, a surety bond in an amount sufficient to make such payments.

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

The **CITY** shall pay to the **CONSULTANT** for the work, services and materials herein provided to be done and furnished by it, an amount not to exceed One Hundred and Twenty-Five Thousand Dollars (\$125,000.00) as hereinafter provided. Partial payment shall be made on the third Tuesday of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Partial payment request must be submitted by the consultant at least one week prior to the third Tuesday. Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided that the consultant 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 Finance Director.

The number of calendar days allowed for completion of the Contract work shall be 180 calendar days. The Contract time shall commence within 10 days of the Notice to Proceed issued by the City Parks Director herein.

The **CITY** and the **CONSULTANT** recognize that time is of the essence and failure of the **CONSULTANT** 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 **CONSULTANT** shall fail to complete the work within the above time limit, the **CONSULTANT** shall pay to the **CITY** or have withheld from monies due, liquidated damages at the rate of \$250.00 per calendar day, which sums shall not be construed as a penalty.

IT IS AGREED that the **CONSULTANT** 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 consultant, in which case the **CONSULTANT** may employ ten percent (10%) nonresidents; provided, however, in all cases the **CONSULTANT**, must give preference to the employment of bona fide residents in the performance of said work.

The **CONSULTANT** 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 **CONSULTANT** are hereby made a part of this contract.

The term "CONTRACT DOCUMENTS" are defined in Section 2 of the Contract Documents, entitled "Standard General Conditions of the Consultant Contract."

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**, and the **CONSULTANT** has caused the same to be signed by it's Principal-in-Charge, the day and year first above written.

**CITY OF COEUR D'ALENE,**

**CONSULTANT:  
MILLER/STAUFFER ARCHITECTS**

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

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

**ATTEST:**

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



## EXHIBIT “A”

### MCEUEN PROJECT SCOPE OF WORK

This phase of the project is to complete a final plan for McEuen Field which includes the park and surrounding area identified in Exhibit B (attached). The goal is to make an easy, or seamless, transition from the surrounding areas into the park; those areas include the Downtown Business District, Front Avenue, CDA Resort, CDA Library, City Hall and adjacent residential neighborhoods. The major components include;

**McEuen Field and Third Street Marina;** This scope will evaluate the location and positioning of the various activities that might occur within the park including other cultural uses for consideration such as a Farmers Market, amphitheater and the ability to host outdoor entertainment and other suggested uses included in past and recent community discussions and workshops. Pedestrian and bicycle traffic will need to be a major consideration to and through the project area including incorporating the North Idaho Centennial Trail. The Parks Department is converting City parks to a water conservation system and this park will need to be compatible with that system. This will also include a lake water pumping station for irrigating the park site. There is a high probability that a camera will be placed in one of the four Osprey nests currently located on top of the ball field light poles. The City desires to be as ADA compliant as possible and in some way may go beyond the minimum requirements; a fully accessible and sensory playground and splashpad is an example. The Marina area needs to address the condition of the site and various possible uses including public and commercial use. One of the goals is to ‘green’ the area along the Third Street Marina Seawall. Several public information meetings have been conducted over the past decade relating to McEuen Field, the results of the most recent informational meeting can be accessed at [www.cdavid.org](http://www.cdavid.org) go to departments and click on parks.

**Parking;** This scope will need to take into consideration the possibility of putting parking below grade and maybe below street level. There is a need to further analyze parking supply and demand issues in the downtown business district, and this project will play a key role in rationalizing the public parking solutions for the downtown area. Consider entry and exit points that may, at times and depending on the event, have large numbers of vehicles entering and/or leaving the parking lot. The City completed a parking study in 2007 for the downtown area and that plan can be accessed at; <http://www.cdavid.org/mod/userpage/images/ParkingPlant.pdf>

**Front Avenue;** This scope will look at the re-construction of Front Avenue and includes the curbing, sidewalks, trees, irrigation, pedestrian access, pedestrian and vehicle interaction on the street and intersections and most likely utility relocations and street-scape aesthetics.

**Seven Values;** the City adopted **Seven Community Values** that need to be applied to this planning process.

### **SEVEN COMMUNITY VALUES**

**In 2000/2001 the City of Coeur d'Alene conducted an extensive public review of the City's Waterfront Corridor and through that process these value statements came to the forefront:**

1. Recognize the value of public-owned space and encourage improvement in accessibility and usability by and for the citizens.
2. Promote and enhance open space.
3. Encourage greater use of downtown public space for the community.
4. Recognize the value of vistas and views.
5. Ensure the replacement of any displaced facilities with equal or better facilities.
6. Explore possibilities in creating a community gathering place.
7. Link the Downtown to the Waterfront.

**Information and Progress Meetings;** A schedule will need to be provided to the Parks Director within two weeks of a signed contract. The schedule will identify dates, times and places for meetings with the following;

1. Initial meeting to walk through the site and evaluate the area. This meeting will involve City staff members and can include members from the McEuen Field Ad-Hoc Committee. This meeting is intended to clarify any questions pertaining to the project and/or to clarify the project boundaries.
2. Meeting with the City Council and other council sub-committees representatives. This meeting will be a follow up to the walk-through meeting mentioned above and will be done in a series of consecutive same-day meetings with representatives from, but not limited to, the following groups; Sub committee representatives can include Parks & Recreation Commission, Arts Commission, Library Board, Parking Commission, and a representative from the Tubbs Hill Foundation, North Idaho Centennial Trail Foundation, Downtown Business Association, and Lake City Development Corporation..
3. Preparation of conceptual sketch(s) and meeting with Review Committee. This phase of the project is important to create a 'rough' sketch of the project plan. This plan will still need to go through the review committee and changes to the plan are quite likely at this stage.
4. Public information meeting to review conceptual sketch(s). At this point we are still in the 'rough' sketch stage and will now take the plan to a public information meeting for review and input.
5. Public information meeting (2) if necessary to review amendments. Depending on the outcome of above mentioned meeting, amendments to the plan will be made at this time and brought back to a second public information meeting.
6. Meeting with Review Committee. Review of 'final' plan marked up for presentation, recommendation and adoption before the following committees;

7. Presentation to Parks & Recreation Commission
8. Presentation to General Services Committee
9. Presentation to City Council (final adoption of concept)

### **CONTACTS:**

The primary contact person for Miller/Stauffer Architects (and Team McEuen) will be Dick Stauffer, dba; Miller/Stauffer Architects whose primary place of business is at 601 Front Avenue, Suite 201, Coeur d'Alene, Idaho 83814 (208) 664-1773.

The primary contact person for the City will be Parks Director, Doug Eastwood, at 710 Mullan Avenue, Coeur d'Alene, Idaho 83814 (208)769-2251.

All information on the project requested by any/all parties, individuals, special interest groups, or other government agencies associated or interested in the McEuen Field project will request such information from Parks Director, Doug Eastwood. Any contact made to Miller/Stauffer (and Team McEuen) from parties listed above will be directed by Miller/Stauffer (and Team McEuen) to contact Parks Director, Doug Eastwood. Miller/Stauffer Architects (and Team McEuen) will also contact Parks Director, Doug

Eastwood, for information, direction, or clarification on the McEuen Project.

### **DELIVERABLES**

1. Schedule of public information meetings including date, time and place.
2. Revised plan based on outcome of first public meeting. Revisions are to include McEuen Field, Parking Lots structure w/a count of proposed parking stalls. Revisions to the Third Street Marina area including launch ramps and docks, and revisions to the Front Avenue layout including intersections and Parking Lot access points.
3. Revised plan based on outcome of final public information workshop.
4. An itemized estimate of probable costs for the reconstruction of McEuen Field including the Third Street Marina, Parking Structure and Front Avenue. The itemized estimate of probable cost is to be broken down into those three categories; 1) McEuen Field Reconstruction, including the Third Street Marina, 2) Parking Structure, 3) Front Avenue. The itemized estimate is also to include all related fees.
5. An estimate to create the Design/Construction/Bid Documents for the reconstruction of the McEuen Project based on the approval of final plan.
6. An estimate of Project Administration including Bid Administration and project oversight which will include weekly on-site meetings with Team McEuen, General Contractor, Sub-contractors and City Staff.
7. Reconstruction time line starting from bid advertisement to completed project and dedication.
8. Final report and presentation to the Parks & Recreation Commission, CDA City Council and LCDC to show final plan and costs.
9. The City of Coeur d'Alene will be the owner of all materials, drawings and information produced as a result of this phase and all succeeding phases of the McEuen Project.

## **LAND & WATER CONSERVATION FUND**

The McEuen Field and Third Street Marina area was acquired and/or developed with Land and Water Conservation Funds (LWCF). Any work done within that area will need to comply with the LWCF agreement. The City of Coeur d'Alene Parks Director will be the contact person to the State of Idaho and the National Park Service throughout all phases of the project. The National Park Service is a division of the Department of Interior and they will ultimately have to approve the park reconstruction plan. That approval can take several months. The Parks Director will take the recommended plans to Boise, Idaho and possibly Olympia, Washington to keep state and federal coordinators apprised of the progress and reduce approval time as much as possible.



Lake Coeur d'Alene

## Staff Report

DATE: July 12, 2010  
FROM: Troy Tymesen, Finance Director  
SUBJECT: Declaration of surplus real property

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### **DECISION POINT:**

To declare surplus a piece of real property (approximately 0.8 of an acre) located in the very northwest corner of the City owned land commonly known as the compost facility. The compost facility is located north of Appleway Avenue at the end of Julia Street west of Howard Avenue. The underlying zoning of the subject property is manufacturing.

### **HISTORY:**

The City's General Fund is the owner of this property and it was not acquired with any designated funds, per State Statute Title 50 chapter 14, the City can liquidate real property by declaring the property surplus and setting a public hearing. It is suggested that the declaration be made by a resolution which would also set a public hearing and allow the City Clerk to publish a notice that is made part of the resolution. The City Council is not required to appraise the property, and if it is deemed appropriate may establish a minimum price. After the public hearing the City can liquidate the property at a public auction to the highest bidder.

### **FINANCIAL ANALYSIS:**

The liquidation of this property would generate capital for the General Fund. The use of the funds have not been determined, however the one time real property sale income would not support ongoing wages and benefits. It is suggested that a minimum price be set with staff assistance.

### **PERFORMANCE ANALYSIS:**

The proposed surplus property is located next to a compost facility on property zoned manufacturing. The potential purchasers of the property will need to meet all City codes for any development on the property.

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

To adopt a resolution to declare surplus a piece of real property (approximately 0.8 of an acre) located in the very northwest corner of the City owned land commonly known as the compost facility and to set a public hearing for August 17, 2010.

RESOLUTION NO. 10-026

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO DECLARING ITS INTENT TO SELL REAL PROPERTY AND DIRECTING THE CITY CLERK TO SET A PUBLIC HEARING ON THE PROPOSED SALE.

WHEREAS, the City Finance Director has recommended that the Mayor and City Council of the City of Coeur d'Alene declare certain real property (the "Property") surplus and that the real property be offered for sale at a minimum price. A description of the Property is attached hereto as Exhibit "A", which by this reference is incorporated herein; and

WHEREAS, the Mayor and City Council have determined that it is in the best interest of the City and the Citizens thereof to sell the Property; NOW THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene finds that the Property should be offered for sale at public auction and the Mayor and City Council hereby declare their intent to offer the Property for sale;

BE IT FURTHER RESOLVED, that the minimum price to be accepted for the Property is One Dollar Seventy Cents (\$1.70) per square foot;

BE IT FURTHER RESOLVED, that the City Clerk is directed to publish a summary of this action in the official newspaper of the City along with notice of a public hearing to consider the proposed sale as required by Idaho Code 50-1402.

DATED this 20<sup>TH</sup> day of July, 2010.

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

ATTEST:

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

Motion by \_\_\_\_\_, Seconded by \_\_\_\_\_,

to adopt the foregoing resolution.

ROLL CALL:

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

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

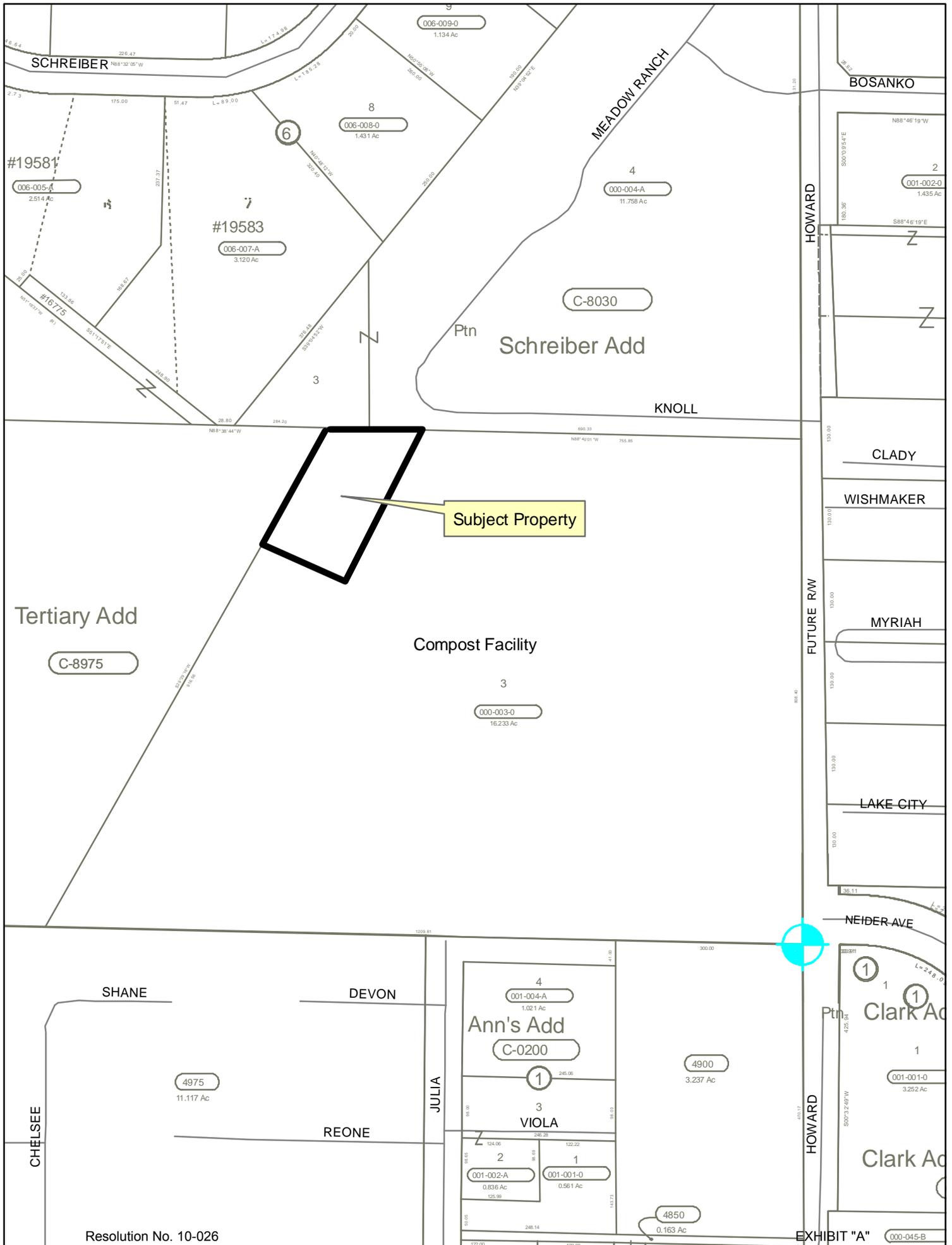
COUNCIL MEMBER HASSELL Voted \_\_\_\_\_

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

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

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

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



CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kathy Lewis 6/22/2010  
Department Name / Employee Name / Date

Request made by: Dale Severance 509-216-3290  
Name / Phone

1702 South Stanley Lane 99312  
Address

The request is for: / / Repurchase of Lot(s)  
701 W. Herbert #39 Reedley, CA 93654 559-638-6090

Transfer of Lot(s) from James & Betty Willems to Ida & Marvin Bieber  
518 Shore Pines Rd. PF

Niche(s): \_\_\_\_\_  
Lot(s): 110, 111, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ Block: H Section: Riverview

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

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

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

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

Title transfer fee (\$ 40.00 ) attached\*\*.

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

**ACCOUNTING DEPARTMENT** Shall complete the following:

Attach copy of original contract.

Vornie 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:  
James & Betty Willems
3. The purchase price of the Lot(s) when sold to the owner of record was \$ 500.00 per lot.

DE 6/22/2010  
Supervisor's Init. Date

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

1. Quit Claim Deed(s) received: / / Yes / / No.
- Person making request is authorized to execute the claim: MG 7/1/10  
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.

Swan K. Weather 7-1-10  
City Clerk's Signature Date

**COUNCIL ACTION**

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

**CEMETERY SUPERVISOR** shall complete the following:

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

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

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

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

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

[Office Use Only] Amt Pd 400  
 Rec No 0504735  
 Date 7/2/10  
 Date to City Council: 7/20/10  
 Reg No. \_\_\_\_\_  
 License No. \_\_\_\_\_  
 Rv \_\_\_\_\_

Date that you would like to begin alcohol service August 1, 2010  
 Check the ONE box that applies:

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

|                                                                 |                                                          |
|-----------------------------------------------------------------|----------------------------------------------------------|
| Business Name                                                   | <u>The Fedora Pub &amp; Grill, LLC</u>                   |
| Business Mailing Address                                        | <u>1726 West Kathleen</u>                                |
| City, State, Zip                                                | <u>Coeur d'Alene, Idaho 83815</u>                        |
| Business Physical Address                                       | <u>1726 West Kathleen</u>                                |
| City, State, Zip                                                | <u>Coeur d'Alene, Idaho 83815</u>                        |
| Business Contact                                                | Business Telephone: <u>765-8888</u> Fax: <u>765-0103</u> |
| License Applicant                                               | <u>Donita Mattern</u>                                    |
| If Corporation, partnership, LLC etc. List all members/officers | <u>Donita Mattern</u><br><u>Mallory Mattern</u>          |

# ANNOUNCEMENTS

# Memo to Council

DATE: July 13, 2010

RE: Appointments to Boards/Commissions/Committees

The following re-appointments are presented for your consideration for the July 20th Council Meeting:

|                 |                             |
|-----------------|-----------------------------|
| KAY NELSON      | JEWETT HOUSE ADVISORY BOARD |
| DELORES LUTTROP | JEWETT HOUSE ADVISORY BOARD |
| COLLEEN KRAJACK | PERSONNEL APPEALS BOARD     |
| SHARMON SCHMITT | CIVIL SERVICE COMMISSION    |

Copies of the data sheets are in front of your mailboxes.

Sincerely,

Amy Ferguson  
Executive Assistant

cc: Steve Anthony, Jewett House Advisory Board Liaison  
Pam MacDonald, Personnel Appeals Board & Civil Service Commission Liaison

OTHER COMMITTEE MINUTES  
(Requiring Council Action)

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

**COMMITTEE MEMBERS PRESENT**

Mike Kennedy, Chairperson  
Ron Edinger  
John Bruning

**CITIZENS PRESENT**

Tom Hasslinger, CDA Press  
Sherry Bullard  
Jim Bolognese  
Randy Mote  
Ruth Merrill  
Deanna Gerwin  
Mary White

**STAFF PRESENT**

Troy Tymesen, Finance Director  
Warren Wilson, Deputy City Attorney  
Capt. Steve Childers, Police Department  
Jim Markley, Water Superintendent  
Lt. Bill McLeod, Police Department  
Jon Ingalls, Deputy City Administrator  
Warren Wilson, Deputy City Attorney  
Juanita Knight, Senior Legal Assistant

**Item 1. Animal Regulations / Amendments for Chickens and Goats.  
(CB No. 10-1014)**

**CHICKENS:**

Warren Wilson reviewed the recently adopted city code regarding domestic fowl as well as the former code, what other cities are doing in Idaho and nationally, as well as what options are available for the committee to consider.

**PUBLIC COMMENTS:**

Sherry Bullard: Ask the Council to reconsider putting a limit on chickens. It wasn't broke before, why change it. She supports keeping the regulations simple for everyone, without a lot of restrictions. She thanked the Council for being open to their comments.

Jim Bolognese: Has ¼ acre with 4 chickens. His are merely pets. He also thanked the Council for being open to their comments.

Randy Mote: Stated how difficult it would be to have to get rid of chickens for those folks who currently possess more than 3. He suggested addressing issues if / when they arise. He stated that chicken noise and odor are less than that of a dog(s).

Ruth Merrill: Asked if the city considered the size of an average household in Coeur d' Alene before establishing the chicken limit at 3. Councilman Kennedy briefly explained how they arrived at that number. Ms. Merrill requested the limit be increased to at least 12 hens.

Deanna Gerwin: Doesn't have chickens but purchases eggs that are locally raised. She supports allowing chickens to be raised for economic and health reasons. She believes that allowing citizens to raise chickens will benefit the community more than one may realize.

Mary White: While living in Seattle she searched out a city that would allow chickens to be raised. That is one main reason they moved to Coeur d' Alene. Ms. White relayed various national statistics that she researched, stating that many resort cities don't regulate the number of chickens one can raise.

**GOATS:**

Warren Wilson and Jim Markey explained that just prior to the adoption of the current Animal Control Regulations, the City Water Department started a pilot project using goats to control weeds on Water

Department property including wells, reservoirs, and booster stations. This use is not contemplated in the current city code. The Water Department found this to be an effective tool for weed control and would like to have the option of continuing the program.

**MOTION: by Councilman Edinger, seconded by Councilman Bruning that Council adopt CB No. 10-1014 amending Section 6.15.010 to allow for any person to possess unlimited chickens (excluding roosters), but no other domestic fowl. MOTION: by Councilman Bruning, seconded by Councilman Kennedy that Council adopt CB No. 10-1014 allowing the Water Department to use goats to control weeds on City property.**

**Item 2. City Property / Declaration of Surplus Property.  
(Resolution No. 10-026)**

Troy Tymesen is requesting approval to declare surplus a piece of real property (approximately 0.8 of an acre) located in the very northwest corner of the City owned land commonly known as the compost facility. Mr. Tymesen explained that the compost facility is located north of Appleway Avenue at the end of Julia Street west of Howard Avenue. The underlying zoning of the subject property is manufacturing. The potential purchasers of the property will need to meet all City codes for any development on the property. The City's General Fund is the owner of the property and it was not acquired with any designated funds, per State Statute Title 50 chapter 14, the City can liquidate real property by declaring the property surplus and setting a public hearing. The City Council is not required to appraise the property, and if it is deemed appropriate may establish a minimum price. Staff is suggesting the minimum price be set at a \$1.70 per square foot. After the public hearing the City can liquidate the property at a public auction to the highest bidder. The liquidation of this property would generate capital for the General Fund.

Councilman Bruning asked if there were no possible future need for this property. Mr. Tymesen responded no. There is a need for a dog park but this location is not suitable for a dog park.

Councilman Edinger suggested that the sale of the property would also generate property taxes for the city.

**MOTION: by Councilman Edinger, seconded by Councilman Bruning, that Council adopt Resolution No. 10-026 to declare surplus a piece of real property (approximately 0.8 of an acre) located in the very northwest corner of the City owned land commonly known as the compost facility and to set a public hearing for August 17, 2010.**

**Item 3. Police Dept. Vehicles / Declaring Certain Vehicles Surplus.  
(Resolution No. 10-025)**

Captain Steve Childers is requesting authorization to declare city owned vehicles as surplus and to sell them at auction. The vehicles are a 1990 Ford Aerostar Van, 1998 Chevrolet Lumina, 1997 Ford Crown Victoria, and a 1995 Ford Crown Victoria. The vehicles have reached the end of their usable life within the Police Department. The City's Street Department has deemed the vehicles as having little value to the city or other departments. Due to vehicle condition, vehicle reutilization would be cost prohibitive.

**MOTION: by Councilman Bruning, seconded by Councilman Edinger, that Council adopt Resolution No. 10-025 declaring the listed vehicles as surplus and authorize staff to sell at auction.**

The meeting adjourned at 1:20 p.m.

Respectfully submitted,  
*Juanita Knight*  
Recording Secretary

**GENERAL SERVICES COMMITTEE  
STAFF REPORT**

DATE: July 12, 2010

FROM: Warren Wilson, Deputy City Attorney

SUBJECT: Animal Control Ordinance Revisions (Goats and Chickens)

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**DECISION POINT:**

Provide staff with direction for drafting a revision to the recently adopted animal control ordinance regarding the number of chickens that can be kept at any residence and weed control by goats.

**HISTORY:**

The City Council recently adopted a new animal control ordinance. The ordinance contains a limit for possession of domestic fowl of three (3) per residence (except in the R-1 zone, where there is no numeric limit). Prior to the adoption of this code there were no numeric limits on domestic fowl/chickens. The code also contains requirements regarding noise and odor. Several citizens have requested that this provision be revisited with some suggesting a limit of twelve (12) chickens as a reasonable limit and others suggesting that there be no numerical limit.

Additionally, just prior to the adoption of the current ordinance, the City water department started a pilot project using goats to control weeds around well heads where herbicides are prohibited. This use is not contemplated by the current ordinance but the water department has an interest in using this service again.

**FINANCIAL ANALYSIS:**

None of the options available to the council regarding chickens or goats is likely to result in either a new cost to the city or a significant savings.

**PERFORMANCE / QUALITY OF LIFE ANALYSIS:**

Historically, the city has not had a numerical limit on the number of chickens that could be kept in a residential zone and there have been very few, if any, complaints. There has been, and continues to be, regulations regarding noise and odor produced by chickens. Some considerations when evaluating this issue are that the numerical limit contained in the current code addresses all domestic fowl, including chickens and the council may want to have different regulations for chickens as opposed to other domestic fowl such as turkeys. Additionally, the city's home occupation rules may also impact the number of chickens that a person keeps in a residential zone if they intend to sell chickens or eggs. Finally, in this regard, objective limits, such as a numerical limit, can be easier to enforce rather than subjective limits such as noise or odor regulations.

Regarding goats, the water department has found this to be an effective tool for weed control and would like to have the option of using this service again. There were several calls to animal control regarding the goats

**DECISION POINT/RECOMMENDATION:**

Provide staff with direction for drafting a revision to the recently adopted animal control ordinance regarding the number of chickens that can be kept at any residence and weed control by goats.

COUNCIL BILL NO. 10-1014  
ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTIONS 6.15.010 AND 6.20.020 TO REMOVE THE NUMERICAL LIMIT ON CHICKEN OWNERSHIP WITHIN THE CITY, TO AUTHORIZE PUBLIC AGENCIES TO USE GOATS FOR WEED CONTROL PURPOSES AND TO CORRECT A SCRIVENER'S ERROR; 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.

WHEREAS, after recommendation by the General Service Committee, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that said amendments be adopted; NOW, THEREFORE,

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

**SECTION 1.** *That Coeur d'Alene Municipal Code Section 6.15.010 is amended to read as follows:*

**6.15.010: Domestic Livestock and Fowl Prohibited:**

- A. It shall be unlawful for any person to own, keep, or maintain any domestic livestock or fowl within the limits of Coeur d'Alene, except:
1. Any person ~~living on property zoned R-1~~ may possess chickens ~~domestic fowl~~, excluding roosters, if the chickens ~~fowl~~ are kept in a secure yard, building or other enclosure at all times, and up to two (2) domestic livestock;
  2. Any offspring of permitted domestic livestock may be kept until weaned.
  3. ~~Any person living on property not subject to subsection 6.15.010(A)(1) above, may possess up to three (3) domestic fowl, excluding roosters, if the fowl are kept in a secure yard, building or other enclosure at all times.~~
- B. Any domestic livestock or fowl that are in compliance with zoning/animal control ordinances within the city limits must still comply with all applicable ordinances regarding removal of waste and carcasses, animals disturbing the neighborhood, foul odors and all other nuisance and zoning performance standards contained in the municipal code.
- C. It is unlawful for the owner or person in care of domestic livestock or fowl to permit such animals to trespass upon the property of another or be in a public place, except:

1. Horses or other equines may be ridden on approved equestrian trails;
2. Horses or other equines may be ridden or pull wagons in parades upon public streets if approved through the parade permitting process; or
3. Horses or other equines may be used to pull wagons conveying passengers upon public streets if approved by resolution of the City Council.

D. Nothing contained herein prevents the City or other public agency from temporarily housing goats on public property for weed control purposes provided that the goats are kept in a secure enclosure.

**SECTION 2.** *That Coeur d'Alene Municipal Code Section 6.20.020 is amended to read as follows:*

**6.20.020: Authority to Classify and Impound Aggressive, Dangerous or Vicious Dogs:**

- A. Animal control officers are authorized to declare dogs as aggressive, dangerous or vicious. In determining whether a dog is aggressive, dangerous or vicious, the animal control officer will be guided by the following:
1. Whether the dog meets the definition of aggressive, dangerous or vicious;
  2. Whether the dog has displayed threatening behavior at other times;
  3. Whether the dog has caused physical injury at other times;
  4. The circumstances surrounding the incident;
  5. The officer's observations and reports about the dog's upbringing, training, and the owner's or custodian's control of the dog; and
  6. Any other information relevant to a reasonable determination the dog poses a potential threat to public health or safety.
- B. At the time of declaring the dog aggressive, dangerous or vicious the animal control officer must impound the animal, at the owner's expense, if the dog:
1. Is declared vicious;
  2. Is running at large; or
  3. Cannot be housed and maintained by the owner or custodian as required by this chapter.

C. The animal control officer will make reasonable attempts to contact the owner or custodian of any dog declared aggressive, dangerous or vicious, and provide written notification of the declaration along with the requirements for keeping such dogs. The owner or custodian of the dog at the time of written notification may elect to:

1. Appeal the declaration by requesting a hearing as allowed by chapter 6.35 of this title;
2. Accept the declaration, and if the dog was declared aggressive or dangerous, agree to meet the requirements for keeping the dog set out in this chapter; or
3. Surrender and quit claim the dog to the city.

~~D.C.~~ It is unlawful for the owner or custodian of any dog declared aggressive, dangerous or vicious to keep or maintain such dog contrary to the provisions of this chapter.

~~E.D.~~ An impounded dog that has been declared aggressive, dangerous or vicious will be held for ten (10) business days before disposal as authorized by chapter 6.25 of this title unless:

1. The declaration has been appealed and the owner or custodian has paid any incurred veterinary and other costs and impound fees and has prepaid impound fees through the date of the hearing; or
2. The owner or custodian of a dog declared aggressive or dangerous has contacted animal control, paid any incurred impound fees and veterinary and other costs, and prepaid any additional expected impound fees and made arrangements to redeem the dog within an additional fourteen (14) days. To redeem the dog, the owner or custodian must provide proof that they can house and maintain the dog as required by this chapter.

~~F.E.~~ Any person may request, in writing, that a dog be declared aggressive, dangerous or vicious. Complaining parties must be forthcoming with their testimony including the signing of a witness statement or citation or providing sworn testimony. All written complaints will be investigated and both complaining party and the dog's owner or custodian will be advised of the outcome of the investigation.

**SECTION 3.** All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 4.** 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 5.** 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 6.** 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 20<sup>th</sup> day of July, 2010.

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Sandi Bloem, Mayor

ATTEST:

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Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_  
Animal Control Regulations - Amending Section 6.15.010 and 6.20.020

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTIONS 6.15.010 AND 6.20.020 TO REMOVE THE NUMERICAL LIMIT ON CHICKEN OWNERSHIP WITHIN THE CITY, TO AUTHORIZE PUBLIC AGENCIES TO USE GOATS FOR WEED CONTROL PURPOSES AND TO CORRECT A SCRIVENER'S ERROR; 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. \_\_\_\_\_ 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. \_\_\_\_\_, Animal Control Regulations - Amending Section 6.15.010 and 6.20.020, 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 20<sup>th</sup> day of July, 201008.

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Warren J. Wilson, Chief Deputy City Attorney

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

**COMMITTEE MEMBERS PRESENT**

Council Member Al Hassell  
Council Member Woody McEvers  
Council Member Woody McEvers

**STAFF PRESENT**

Dave Shults, Capital Program Mgr.  
Amy Ferguson, Executive Assistant  
Jon Ingalls, Deputy City Administrator  
Warren Wilson, Deputy City Attorney  
Mike Gridley, City Attorney  
Troy Tymesen, Finance Director

**Item 1            Change Order #2 for Purchase of GE/Zenon WWTP Low Phosphorus Pilot Equipment**

**Consent Calendar**

Dave Shults, Capital Program Manager, presented a request for approval of Change Order #2, for a decreased cost of \$88,764.38 to the City's agreement with GE/Zenon Environmental Corporation, to furnish a Membrane Bioreactor System and Tertiary Membrane Filtration equipment for a total amended cost of \$1,052,695.62.

Mr. Shults explained in his staff report that Change Order #2 includes an assortment of changes to the equipment plans and specifications, most of which allowed the construction contractor, Shannon Industrial Contractors, to accomplish installation work that was originally the responsibility of GE/Zenon. GE/Zenon agreed that it was more efficient to allow Shannon to assemble their equipment components, and agreed to reduce their contract amount to transfer the work. Of the 20 change items in Change Order #2, 16 items are work items that were transferred from GE/Zenon to Shannon by means of a change order that was recently approved by the City Council.

Councilman McEvers commented on the need for council approval of a deductive Change Order. Mr. Shults said that council always has the final say in any changes to agreements.

**MOTION by McEvers, seconded by Hassell, to recommend Council approval of Resolution No. 10-025 approving Change Order #2 for the decreased cost of \$88,764.38 to the City's agreement with GE/Zenon Environmental Corporation, for a total amended cost of \$1,052,695.62. Motion carried.**

**Item 2            Change Order #3 for Shannon Industrial Construction of WWTP Pilot Facilities**

**Consent Calendar**

Dave Shults, Capital Program Manager, presented a request for approval of Change Order #3, for an increased cost of \$30,311 to the City's agreement with Shannon Industrial Contractors, for a total construction contract amount of \$1,334,015.00.

Mr. Shults noted in his staff report that Shannon has completed construction of the pilot facilities and is currently making minor changes to resolve issues that were discovered during start-up and commissioning. The change order adds 148 additional days to the required completion days for

Mr. Shults said that they have another year and a half or so of pilot operations ahead and believes that they are tracking pretty well with the project estimate. He also commented that the wastewater operators are receiving valuable training and are really stepping up to the plate. They may have to add additional operators and additional expertise for operation of the future full scale plant.

Councilman McEvers confirmed that they are hoping to stay around \$4M for the pilot program. Mr. Shults added that there are operation costs that are going to be incurred in the next couple of years, including additional fuel, utilities, etc. There are a lot of additional costs associated with a larger scale plant of this complexity. He further confirmed that many hours of required interaction with the operators and contractor were built into the pilot equipment vendor contracts.

Councilman McEvers asked about guarantees. Mr. Shults said that there are no performance specifications on this project because we don't know and they don't know whether it will work on our wastewater, climate, conditions of flows, and conditions of inflows from storms. That is why it is critical for the City and its design engineering consultant to conduct pilot tests before beginning design and construction of full scale facilities costing many millions of dollars.

Councilman McEvers asked if the EPA is involved in what we are doing. Mr. Shults said that the EPA and the wastewater utilities in the region have had major conversations for years about what equipment could possibly meet the expectations of EPA and Washington's Department of Ecology. The utilities' engineers content that the low phosphorus level the regulators are shooting for isn't experienced regularly and reliably at any large scale plants. Much discussion and negotiation has ensued for years between the dischargers and the regulators, and the EPA is not relenting as new discharge permits are being issued.

**MOTION by McEvers, seconded by Hassell, to recommend Council approval of Resolution No. 10-10-025 approving Change Order #3, for an increased cost of \$30,311 to the City's agreement with Shannon Industrial Contractors, for a total construction contract amount of \$1,334,015.00. Motion carried.**

**Item 3            Education Corridor Annexation Agreement**  
**Agenda Item**

Warren Wilson, Deputy City Attorney, presented a request for recommendation of the approval of an Annexation Agreement with the NIC Foundation for the Education Corridor property (former DeArmond Mill site). Council approved annexation about a year ago. It has taken a little bit longer than usual this time since they were still in the design phase of what they were going to do with the property.

Mr. Wilson reviewed some highlights of the proposed agreement. He noted that the former mill site has wastewater and storm sewer sewers that have criss-crossed the property for a number of years. There was never a formal easement recorded. It is imperative that the city protects its right to be there so the college has agreed to grant easements over the pipes in their existing location, and also easements in the locations where the lines might move to.

The city will be taking a hard look at the seawall to make sure it is okay and will also make sure that it is safe in the near term. Another immediate benefit they hope to see is to have a study and designs

completed so that Hubbard Avenue can be completed next year, which will direct college traffic out of the area.

Mr. Wilson noted that the agreement calls for a PUD to be refined over the next couple of years. In developing the plan, the agreement requires the foundation to seek the input of the people having an interest in the development. Plans will then be submitted to the city for approval, with another public hearing.

The foundation has also been asked to specifically look at a permanent Centennial Trail route along the river, ensuring that there is public access to the Spokane River. They will also be looking at providing buffer areas to the WWTP, and a landing for a pedestrian access across the river in the event that a bridge ever makes sense. They will also need to keep uses compatible with the surrounding uses, etc.

Mr. Wilson said that the annexation fees formula comes up with a fee of approximately \$216,000. In this instance, they don't anticipate that they will get a check for the annexation fees. It is much more likely that there is property that the city will need, so as they complete their planning process it is likely that there will be some trading of property that equals the value of \$216,000.

Councilman McEvers confirmed that the annexation agreement is not the final agreement as to what is going to be done with the site. Mr. Wilson said that we know it is going to be an education corridor, but no one knows at this point what the final plan will be or where the buildings are going to sit. They will get a better idea of that as they begin finalizing their plans. This annexation process is simply to bring the property into the city limits. It doesn't set out any of the development rules for the property. He further said that they anticipate that within a couple of years they will have a PUD for the Planning Commission to review and vote on.

Councilman McEvers asked trading property in lieu of annexation fees is something that is done. Mr. Wilson said that the city's policy has always authorized the ability to take goods in kind. The reality is that the city will need some property around the WWTP.

Councilman Hassell confirmed that the foundation is anticipating requests to LCDC for infrastructure improvements. Mr. Wilson said that LCDC has indicated that right now they would likely fund the Hubbard Avenue extension, but all developers are required to arrange for their own infrastructure.

**MOTION by McEvers, seconded by Hassell, to recommend Council approval of Resolution No. 10-027, approving the Annexation Agreement with the NIC Foundation for the Education Corridor property. Motion carried.**

**[NOTE: It is anticipated that this item will be presented to the Council at the August 3, 2010 meeting]**

**Item 4            MOU with Dalton Gardens for Government Way Improvement Project  
Agenda Item**

Mike Gridley, City Attorney, presented a request for approval of a Memorandum of Understanding with the City of Dalton Gardens that would provide a method for the city to obtain right of way in Dalton Gardens for the widening of Government Way between Dalton and Prairie Avenues in exchange for the city providing sewer service to commercial and manufacture/light industrial zoned property in Dalton Gardens.

Mr. Gridley explained that the city received a grant from the federal government to improve Government Way north of Dalton Avenue up to Hanley. In order to accomplish that via widening and improvements, the city needs to acquire some right of way that is in Dalton Gardens. They have come to an agreement with Dalton Gardens that they will help the city acquire the property in exchange for the commercial/manufacturing zone to be allowed to connect to the Coeur d'Alene sewer system. It is an advantage to them because they are on septic right now and their development is limited. The MOU benefits the city because both sides of the street will be more able to develop and ultimately it is a win because the septic tanks will be off the aquifer. The MOU has been endorsed by the Wastewater and Engineering Departments. Dalton Gardens would be taking on all of the expenses for the sewer and for anything above and beyond the road building as part of the agreement.

Mr. Gridley noted that the project they have funding for is from Dalton to Hanley. The MOU with Dalton Gardens includes Government Way all the way up to Prairie Avenue. Ultimately, they feel that there will be a second phase where there will be funding to complete the expansion of that road.

Councilman McEvers confirmed that the city is not sewerage Dalton Gardens, just the commercial area along Government Way. Mr. Gridley said that the property owners along that stretch would be required to hook up to the sewer within five years. They will be paying all expenses so the Coeur d'Alene ratepayers will not be subsidizing them. The City of Dalton Gardens will pass pre-treatment ordinances, etc. to meet the city's specifications.

Mr. Gridley said that in talking to Wastewater, the density of development will not substantially increase the flow and, in fact, it will help to improve the flow from that region. Mr. Gridley also confirmed that the zoning density is limited to the city's C-17 zone.

Mr. Gridley said that right now the Dalton Garden's property owners will have to pay up front for the sewerage, but down the line they will benefit. He further explained that part of the issue is that the city has limited power to acquire property outside of its city limits. The City of Dalton Gardens would be involved in the acquisition procedure. If a municipality condemns property for a right-of-way, it can only condemn the right-of-way and don't get ownership of the property. The property owner will be compensated for however many feet is taken.

Mr. Gridley said he thinks all of the property could be acquired by next July.

**MOTION by McEvers, seconded by Hassell, to recommend Council approval of Resolution No. 10-028 approving a Memorandum of Understanding between the city and the City of Dalton Gardens for the Government Way widening project. Motion carried.**

The meeting adjourned at 4:56 p.m.

Respectfully submitted,

Amy C. Ferguson  
Public Works Committee Liaison

**PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** July 7, 2010

**FROM:** Mike Gridley – City Attorney

**SUBJECT:** MOU with city of Dalton Gardens regarding the Government Way widening project

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**DECISION POINT:**

Should the city enter into an MOU with the city of Dalton Gardens that would provide a method for the city to obtain right of way in Dalton Gardens for the widening of Government Way between Dalton and Prairie Avenues in exchange for the city providing sewer service to commercial and manufacture/light industrial zoned property in Dalton Gardens?

**HISTORY:**

The city has received funding for the widening of Government Way between Dalton and Hanley Avenues. In order for the city to obtain the right of way on the east side of Government Way for the project it may need to use the power of eminent domain. The property on the east side of Government Way where the right of way would be taken is in Dalton Gardens. The city has no power of eminent domain outside its city limits. Dalton Gardens is willing to use its power of eminent domain to help acquire the needed right of way if the city will extend sewer to the commercial and manufacture/light industrial zoned property in Dalton Gardens. These properties are currently on septic tanks.

**FINANCIAL ANALYSIS:**

There is no additional financial impact on the city. The funds for the project come primarily from Federal and State funding. Any additional expenses created by extending sewer to Dalton Gardens will be borne by the city of Dalton Gardens or the property owners.

**PERFORMANCE ANALYSIS:**

The Government Way widening project will benefit the citizens of Coeur d'Alene and Dalton Gardens. Taking the commercial and manufacture/light industrial zoned properties in Dalton Garden off septic systems over the aquifer will also benefit area citizens. Adding these properties to Coeur d'Alene's wastewater treatment system will have only a negligible impact on the city's wastewater treatment plant and system.

**DECISION POINT/RECOMMENDATION:**

Council should approve the MOU between the city and the city of Dalton Gardens so that the Government Way widening project can go forward..

RESOLUTION NO10-027

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE CITY OF DALTON GARDENS FOR THE GOVERNMENT WAY IMPROVEMENT PROJECT.

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to execute a MOU with the City of Dalton Gardens, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City execute a MOU in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said MOU to the extent the substantive provisions of the MOU remain intact.

BE IT FURTHER RESOLVED, that the Mayor be and is hereby authorized to execute such MOU on behalf of the City.

DATED this 20<sup>TH</sup> day of July, 2010.

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

ATTEST:

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

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

ROLL CALL:

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

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

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

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

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

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

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

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF DALTON GARDENS  
AND  
THE CITY OF COEUR D'ALENE  
FOR  
THE GOVERNMENT WAY IMPROVEMENT PROJECT**

**I. PURPOSE:**

This Memorandum of Understanding (MOU) is between the City of Dalton Gardens (“DG”) and the City of Coeur d’Alene (“CDA”) and is intended to document the parties’ understanding of, and agreement to cooperate on the Government Way Improvement Project from Dalton Avenue to Prairie Avenue (the Project).

**II. RECITALS:**

WHEREAS, DG and CDA are municipal corporations organized under the laws of the State of Idaho; and

WHEREAS, DG and CDA agree that Government Way between Dalton and Prairie needs widening and other improvements for the benefit of their citizens; and

WHEREAS, CDA has been awarded funding for the Dalton Avenue to Hanley Avenue portion of the Project and is willing to design, manage and construct the Project; and

WHEREAS, in order to build the Project, CDA must acquire land in DG that is adjacent to the existing Government Way; and

WHEREAS, the owners of the commercial, and manufacture/light industrial zoned property (collectively referred to hereafter as “commercially zoned property”) in DG east of Government Way between Dalton Avenue and Prairie Avenue desire to connect their commercially zoned property to CDA sanitary sewer; and

WHEREAS, CDA, in exchange for the acquisition of the land needed for the Project is willing to allow owners of the commercially zoned property in DG between Dalton and Prairie east of Government Way to connect to the CDA sanitary sewer; and

WHEREAS, in exchange for CDA allowing the owners of the commercially zoned property in DG that is between Dalton and Prairie and is east of Government Way the right to connect to the CDA sanitary sewer, DG is willing to use its power of eminent domain, or assign said power to CDA, to acquire the land required for the Project in DG that is adjacent to the existing Government Way; and

WHEREAS, it is the mutual desire of DG and CDA to memorialize their understanding and agreement with respect to their cooperation on the Project; and

WHEREAS, this MOU creates a mutually beneficial solution for all parties involved;

NOW, THEREFORE, it is hereby agreed as follows:

**III. AGREEMENT:**

**A. CDA hereby agrees to:**

1. Provide design, management, construction and funding for the Project, including land acquisition.
2. Provide sanitary sewer to the commercially zoned properties in DG shown in Exhibit A, including subsequent subdivisions of the property within the boundary.
3. Accept ownership of the sewer infrastructure upon DG's final payoff of the sewer infrastructure bond(s).
4. Operate and maintain the sewer infrastructure within the road right of way.
5. Bill sewer customers within DG on the same schedule and at the same rate as CDA customers.
6. Charge sewer customers within DG connection and capitalization fees at the same rate as CDA customers.
7. Participate in paying its share of the sewer project costs to construct sewer facilities to service CDA customers.
8. Charge new customers in property annexed by CDA and provided sewer service by the sewer line constructed as part of this MOU an additional connection fee that is equivalent to the LID assessment charged to DG parcels and remit these funds to DG. The additional connection fee to be paid to DG shall accrue interest at the rate of seven percent (7%) and be due at the time a customer, in the property annexed by CDA, is connected to the sewer line being constructed by DG.
9. CDA agrees to provide DG sewer service for the commercially zoned property provided the DG commercial zone density does not exceed CDA's C17 zone density. CDA will charge the capitalization fee rate at time of hook up.

10. CDA shall be solely responsible for the eminent domain/condemnation proceedings and actions within Dalton Gardens and, to the fullest extent allowed by Idaho law, shall and does hereby agree to hold harmless and indemnify DG against all claims, demands, suits, or any actions arising out of the eminent domain/condemnation actions being conducted by CDA in the City of Dalton Gardens.

B. DG hereby agrees to:

1. Use, or assign to CDA its right to use, eminent domain to acquire the land in DG that is needed to complete the Project. The right of eminent domain in acquisition of the land in DG needed for the project shall not exceed twenty (20) feet in width east of and adjacent to Government Way, and shall be for right-of-way only.
2. Pay, or cause to be paid by the owners of the commercially zoned property, all costs and cap fees of any kind associated with the permitting, design, construction, and connection of the commercially zoned properties in DG east of Government Way between Dalton and Prairie Avenues to the CDA sanitary sewer as approved by the CDA Wastewater Department.
3. Adopt a municipal sewer wastewater ordinance, including industrial pre-treatment that can be no less restrictive than CDA's wastewater ordinance and that authorizes CDA to investigate and analyze harmful discharges from DG customers.
4. Adopt ordinances as necessary to allow CDA to charge sewer connection, capitalization, and industrial pretreatment and monthly rates to DG customers.
5. Establish an agreement with Dalton Water Association (DWA) wherein DWA will terminate water service within 30 days notification from CDA that a customer is delinquent on the sewer charges, or DG will agree to pay CDA delinquent sewer fees and DG can recover DG customer sewer fees through DG's ability to certify delinquent charges to the County tax roll.
6. Cause existing property owners with buildings using septic drainfield systems to connect to the sewer collection system within five years of completion and commissioning of the sewer infrastructure.
7. Participate in paying its share of any Federal grant match and all costs for any improvements in the Project requested by DG.
8. Amend and obtain DEQ approval of the June 1997 regional wastewater facility plan and accompanying Environment Impact Statement.

9. Amend and obtain DEQ approval of the City of Coeur d'Alene's December 2009 wastewater facility plan amendment and the accompanying Findings Of No Significant Impact.
10. Conduct a hydraulic capacity analysis of the pertinent CDA sewer collection system to verify that the number of Population Equivalents that CDA is willing to sell DG will not overload the CDA system. Should any restrictions be identified, DG agrees to pay for whatever remedy that may be mutually agreed on.
11. The above provisions items C.2 to C.10 regarding sewer become null and void if DG elects not to construct the sewer line as contemplated herein and/or elects not to proceed with LID process.

D. It is further agreed by all parties:

1. That lines of communication shall be kept open in order to discuss any concerns arising from the terms of this MOU and to reach mutually agreeable solutions in a timely manner.
2. That this MOU may be modified by mutual written agreement.
3. Each party shall be liable for any and all claims, damages or suits arising from the acts, omissions or negligence of its officers, agents and employees.

Dated this 20<sup>th</sup> day of July, 2010

**CITY OF COEUR D'ALENE**

**CITY OF DALTON GARDENS**

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

\_\_\_\_\_  
Dan Franklin, Mayor

**ATTEST:**

**ATTEST:**

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

\_\_\_\_\_  
Marcia Wingfield, City Clerk

STATE OF IDAHO            )  
                                          ) ss.  
County of Kootenai        )

On this 20<sup>th</sup> day of July, 2010, 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 July, 2010, before me, a Notary Public, personally appeared **Dan Franklin** and **Marcia Windfield**, known to me to be the Mayor and City Clerk, respectively, of the City of Dalton Gardens that executed the foregoing instrument and acknowledged to me that said City of Dalton Gardens 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: \_\_\_\_\_



OTHER BUSINESS

**Authorization to Challenge  
Washington State Total  
Maximum Daily Load (TMDL)**

(As Recommended by the Wastewater Superintendent)

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

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

| FUND                                         | BALANCE<br>5/31/2010 | RECEIPTS           | DISBURSE-<br>MENTS | BALANCE<br>6/30/2010 |
|----------------------------------------------|----------------------|--------------------|--------------------|----------------------|
| <u>General-Designated</u>                    | \$512,954            | \$44,676           | \$16,972           | \$540,658            |
| <u>General-Undesignated</u>                  | 3,705,120            | 4,123,075          | 5,187,333          | 2,640,862            |
| <u>Special Revenue:</u>                      |                      |                    |                    |                      |
| Library                                      | 14,335               | 26,026             | 96,453             | (56,092)             |
| CDBG                                         | (1,533)              | 2,094              | 1,108              | (547)                |
| Cemetery                                     | (103,763)            | 27,538             | 15,961             | (92,186)             |
| Parks Capital Improvements                   | 230,726              | 4,750              | 15,034             | 220,442              |
| Impact Fees                                  | 2,059,791            | 25,860             |                    | 2,085,651            |
| Annexation Fees                              | 62,857               | 22,139             |                    | 84,996               |
| Insurance                                    | 1,864,633            | 24,737             | 25,761             | 1,863,609            |
| Cemetery P/C                                 | 1,868,487            | 13,821             |                    | 1,882,308            |
| Jewett House                                 | 13,512               | 22                 | 1,432              | 12,102               |
| KCATT                                        | 3,411                | 1                  |                    | 3,412                |
| Reforestation                                | 9,682                | 241                | 6,616              | 3,307                |
| Street Trees                                 | 208,052              | 3,932              | 9,557              | 202,427              |
| Community Canopy                             | 791                  |                    |                    | 791                  |
| CdA Arts Commission                          | 2,780                | 2,058              | 11                 | 4,827                |
| Public Art Fund                              | 27,864               | 4                  | 15,000             | 12,868               |
| Public Art Fund - LCDC                       | 263,632              | 41                 | 17,000             | 246,673              |
| Public Art Fund - Maintenance                | 112,850              | 18                 | 764                | 112,104              |
| KMPO - Kootenai Metro Planning Org           | 14,316               | 2                  | 19,130             | (4,812)              |
| <u>Debt Service:</u>                         |                      |                    |                    |                      |
| 2000, 2002 & 2006 G.O. Bonds                 | 1,125,357            | 16,590             | 1,600              | 1,140,347            |
| LID Guarantee                                | 56,822               | 95                 | 56,157             | 760                  |
| LID 124 Northshire/Queen Anne/Indian Meadows | -                    | 884                |                    | 884                  |
| LID 127 Fairway / Howard Francis             | -                    | 41                 |                    | 41                   |
| LID 129 Septic Tank Abatement                | -                    | 824                |                    | 824                  |
| LID 130 Lakeside / Ramsey / Industrial Park  | 25,122               | 82,811             | 107,933            | -                    |
| LID 143 Lunceford / Neider                   | -                    |                    |                    | -                    |
| LID 146 Northwest Boulevard                  | 78,040               | 1,345              | 500                | 78,885               |
| <u>Capital Projects:</u>                     |                      |                    |                    |                      |
| Street Projects                              | 447,658              | 505                | 172,371            | 275,792              |
| 2006 GO Bond Capital Projects                | -                    |                    |                    | -                    |
| <u>Enterprise:</u>                           |                      |                    |                    |                      |
| Street Lights                                | 87,185               | 42,853             | 66,764             | 63,274               |
| Water                                        | 1,008,983            | 261,863            | 388,346            | 882,500              |
| Water Capitalization Fees                    | 892,195              | 37,323             |                    | 929,518              |
| Wastewater                                   | 9,593,513            | 487,528            | 1,141,646          | 8,939,395            |
| Wastewater-Reserved                          | 1,035,698            | 27,500             |                    | 1,063,198            |
| WWTP Capitalization Fees                     | 1,220,124            | 50,877             | 237                | 1,270,764            |
| WW Property Mgmt                             | 60,668               |                    |                    | 60,668               |
| Sanitation                                   | (62,864)             | 268,605            | 286,688            | (80,947)             |
| Public Parking                               | 646,751              | 10,517             | 16,549             | 640,719              |
| Stormwater Mgmt                              | 583,753              | 117,001            | 108,619            | 592,135              |
| Wastewater Debt Service                      | 428                  |                    |                    | 428                  |
| <u>Fiduciary Funds:</u>                      |                      |                    |                    |                      |
| Kootenai County Solid Waste Billing          | 171,121              | 186,272            | 171,154            | 186,239              |
| LID Advance Payments                         | 466                  | 208                |                    | 674                  |
| Police Retirement                            | 1,354,710            | 21,943             | 24,883             | 1,351,770            |
| Sales Tax                                    | 1,355                | 1,235              | 1,355              | 1,235                |
| BID                                          | 143,567              | 37,306             |                    | 180,873              |
| Homeless Trust Fund                          | 402                  | 434                | 402                | 434                  |
| <b>GRAND TOTAL</b>                           | <b>\$29,341,551</b>  | <b>\$5,975,595</b> | <b>\$7,973,336</b> | <b>\$27,343,810</b>  |

CITY OF COEUR D'ALENE  
 BUDGET STATUS REPORT  
 NINE MONTHS ENDED  
 30-Jun-2010

| FUND OR<br>DEPARTMENT  | TYPE OF<br>EXPENDITURE | TOTAL<br>BUDGETED | SPENT THRU<br>6/30/2010 | PERCENT<br>EXPENDED |
|------------------------|------------------------|-------------------|-------------------------|---------------------|
| Mayor/Council          | Personnel Services     | \$183,234         | \$137,403               | 75%                 |
|                        | Services/Supplies      | 14,360            | 6,776                   | 47%                 |
| Administration         | Personnel Services     | 483,605           | 362,238                 | 75%                 |
|                        | Services/Supplies      | 5,500             | 3,297                   | 60%                 |
| Finance                | Personnel Services     | 637,704           | 462,077                 | 72%                 |
|                        | Services/Supplies      | 116,240           | 70,906                  | 61%                 |
| Municipal Services     | Personnel Services     | 822,699           | 592,351                 | 72%                 |
|                        | Services/Supplies      | 463,207           | 327,257                 | 71%                 |
| Human Resources        | Personnel Services     | 203,034           | 153,616                 | 76%                 |
|                        | Services/Supplies      | 34,600            | 15,134                  | 44%                 |
| Legal                  | Personnel Services     | 1,228,228         | 915,961                 | 75%                 |
|                        | Services/Supplies      | 92,260            | 81,063                  | 88%                 |
|                        | Capital Outlay         |                   |                         |                     |
| Planning               | Personnel Services     | 491,222           | 365,114                 | 74%                 |
|                        | Services/Supplies      | 29,200            | 4,000                   | 14%                 |
| Building Maintenance   | Personnel Services     | 267,082           | 199,417                 | 75%                 |
|                        | Services/Supplies      | 124,354           | 89,585                  | 72%                 |
| Police                 | Personnel Services     | 8,504,121         | 6,078,705               | 71%                 |
|                        | Services/Supplies      | 695,924           | 390,825                 | 56%                 |
| Fire                   | Personnel Services     | 6,391,258         | 4,774,408               | 75%                 |
|                        | Services/Supplies      | 383,290           | 232,847                 | 61%                 |
| General Government     | Services/Supplies      | 163,250           | 300,228                 | 184%                |
| Byrne Grant (Federal)  | Personnel Services     |                   | 65,978                  |                     |
|                        | Services/Supplies      | 87,343            | 444,133                 | 508%                |
| COPS Grant             | Personnel Services     |                   | 84,653                  |                     |
|                        | Services/Supplies      |                   |                         |                     |
| CdA Drug Task Force    | Services/Supplies      | 51,640            | 27,635                  | 54%                 |
|                        | Capital Outlay         |                   | 99,500                  |                     |
| Streets                | Personnel Services     | 1,686,286         | 1,226,545               | 73%                 |
|                        | Services/Supplies      | 470,400           | 232,138                 | 49%                 |
| ADA Sidewalk Abatement | Personnel Services     | 162,946           | 89,422                  | 55%                 |
|                        | Services/Supplies      | 58,500            | 29,827                  | 51%                 |
| Engineering Services   | Personnel Services     | 347,291           | 267,708                 | 77%                 |
|                        | Services/Supplies      | 732,050           | 231,408                 | 32%                 |
|                        | Capital Outlay         |                   |                         |                     |

CITY OF COEUR D'ALENE  
 BUDGET STATUS REPORT  
 NINE MONTHS ENDED  
 30-Jun-2010

| FUND OR<br>DEPARTMENT      | TYPE OF<br>EXPENDITURE | TOTAL<br>BUDGETED | SPENT THRU<br>6/30/2010 | PERCENT<br>EXPENDED |
|----------------------------|------------------------|-------------------|-------------------------|---------------------|
| Parks                      | Personnel Services     | 1,183,560         | 862,337                 | 73%                 |
|                            | Services/Supplies      | 426,260           | 214,909                 | 50%                 |
| Recreation                 | Personnel Services     | 599,152           | 385,851                 | 64%                 |
|                            | Services/Supplies      | 141,150           | 106,308                 | 75%                 |
| Building Inspection        | Personnel Services     | 797,620           | 536,722                 | 67%                 |
|                            | Services/Supplies      | 35,800            | 22,376                  | 63%                 |
| Total General Fund         |                        | <u>28,114,370</u> | <u>20,490,658</u>       | <u>73%</u>          |
| Library                    | Personnel Services     | 941,698           | 690,232                 | 73%                 |
|                            | Services/Supplies      | 184,000           | 113,959                 | 62%                 |
|                            | Capital Outlay         | 60,000            | 47,437                  | 79%                 |
| CDBG                       | Services/Supplies      | 304,576           | 77,162                  | 25%                 |
| Cemetery                   | Personnel Services     | 148,024           | 114,418                 | 77%                 |
|                            | Services/Supplies      | 65,450            | 46,702                  | 71%                 |
|                            | Capital Outlay         | 25,200            | 110,524                 | 439%                |
| Impact Fees                | Services/Supplies      | 830,000           | 454,976                 | 55%                 |
| Annexation Fees            | Services/Supplies      | 200,000           | 200,000                 | 100%                |
| Parks Capital Improvements | Capital Outlay         | 227,000           | 196,163                 | 86%                 |
| Insurance                  | Services/Supplies      | 201,243           | 199,426                 | 99%                 |
| Cemetery Perpetual Care    | Services/Supplies      | 98,500            | 73,023                  | 74%                 |
| Jewett House               | Services/Supplies      | 17,100            | 9,543                   | 56%                 |
| Reforestation              | Services/Supplies      | 2,500             | 7,174                   | 287%                |
| Street Trees               | Services/Supplies      | 41,500            | 47,621                  | 115%                |
| Community Canopy           | Services/Supplies      | 1,000             | 642                     | 64%                 |
| CdA Arts Commission        | Services/Supplies      | 6,600             | 21                      | 0%                  |
| Public Art Fund            | Services/Supplies      | 173,000           | 159,055                 | 92%                 |
| KMPO                       | Services/Supplies      | 650,000           | 235,722                 | 36%                 |
| Total Special Revenue      |                        | <u>4,177,391</u>  | <u>2,783,800</u>        | <u>67%</u>          |
| Debt Service Fund          |                        | <u>2,153,383</u>  | <u>1,951,881</u>        | <u>91%</u>          |

CITY OF COEUR D'ALENE  
BUDGET STATUS REPORT  
NINE MONTHS ENDED  
30-Jun-2010

| FUND OR<br>DEPARTMENT             | TYPE OF<br>EXPENDITURE | TOTAL<br>BUDGETED | SPENT THRU<br>6/30/2010 | PERCENT<br>EXPENDED |
|-----------------------------------|------------------------|-------------------|-------------------------|---------------------|
| Kathleen / Howard Signal          | Capital Outlay         | 125,000           | 10,980                  | 9%                  |
| Govt Way - Dalton to Hanley       | Capital Outlay         | 1,000,000         | 149,805                 | 15%                 |
| Howard - Neider Extension         | Capital Outlay         | 200,000           | 399,319                 | 200%                |
| Howard Street - North             | Capital Outlay         |                   | 223,394                 |                     |
| 4th St - Lakeside to Harrison     | Capital Outlay         |                   | 613,907                 |                     |
| 15th Street - Lunceford to Dalton | Capital Outlay         | 400,000           | 2,146                   | 1%                  |
| 3rd St & Harrison signal          | Capital Outlay         | 275,000           |                         |                     |
| 15th St & Harrison signal         | Capital Outlay         |                   | 893                     |                     |
| Intersection of Hanley & US95     | Capital Outlay         |                   | 244,057                 |                     |
| Fire Dept GO Bond Expenditure     | Capital Outlay         |                   | 48,555                  |                     |
| Total Capital Projects Funds      |                        | 2,000,000         | 1,693,056               | 85%                 |
| Street Lights                     | Services/Supplies      | 555,571           | 427,867                 | 77%                 |
| Water                             | Personnel Services     | 1,432,550         | 1,030,721               | 72%                 |
|                                   | Services/Supplies      | 3,722,007         | 933,478                 | 25%                 |
|                                   | Capital Outlay         | 755,700           | 645,210                 | 85%                 |
| Water Capitalization Fees         | Services/Supplies      | 416,240           |                         |                     |
| Wastewater                        | Personnel Services     | 2,112,635         | 1,456,154               | 69%                 |
|                                   | Services/Supplies      | 5,190,638         | 1,354,700               | 26%                 |
|                                   | Capital Outlay         | 13,118,436        | 5,963,267               | 45%                 |
|                                   | Debt Service           | 1,489,110         | 1,125,160               | 76%                 |
| WW Capitalization                 | Services/Supplies      | 1,026,993         |                         |                     |
| Sanitation                        | Services/Supplies      | 3,116,772         | 2,338,053               | 75%                 |
| Public Parking                    | Services/Supplies      | 173,957           | 120,776                 | 69%                 |
|                                   | Capital Outlay         |                   |                         |                     |
| Stormwater Mgmt                   | Personnel Services     | 390,145           | 298,162                 | 76%                 |
|                                   | Services/Supplies      | 523,737           | 317,589                 | 61%                 |
|                                   | Capital Outlay         | 475,000           | 237,684                 | 50%                 |
| Total Enterprise Funds            |                        | 34,499,491        | 16,248,821              | 47%                 |
| Kootenai County Solid Waste       |                        | 2,400,000         | 1,394,684               | 58%                 |
| Police Retirement                 |                        | 237,500           | 159,194                 | 67%                 |
| Business Improvement District     |                        | 142,000           | 60,000                  | 42%                 |
| Homeless Trust Fund               |                        | 5,000             | 3,986                   | 80%                 |
| Total Fiduciary Funds             |                        | 2,784,500         | 1,617,864               | 58%                 |
| TOTALS:                           |                        | \$73,729,135      | \$44,786,080            | 61%                 |