



Coeur d'Alene

CITY COUNCIL MEETING

September 1, 2009

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
AUGUST 18, 2009**

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room August 18, 2009 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

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

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

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

PUBLIC COMMENTS:

FALLEN HEROES PLAZA: Steve Roberge, 6488 N. 4th Street, Dalton Gardens, expressed his appreciation of the Council's support of the Police/Fire Heroes Plaza. He reviewed the past fund raising events as well as upcoming events including a pig roast, fund-raising dinner at Cherry Hill Park on August 22nd.

LCDC: Harold Hocker, 1413 E. Spokane Ave., objected to LCDC and all the money they spend as that money helps fewer people.

CDBG FUNDING: Jim Brannon, 1310 Bering, Coeur d'Alene, thanked Renata McLeod, and the ad hoc committee for choosing Habitat for Humanity as well as St. Vincent DePaul to receive CDBG funding.

CONSENT CALENDAR: Motion by Hassell, seconded by Edinger to approve the Consent Calendar as presented. Councilman Goodlander and Bruning declared a conflict of interest for some items on the Consent Resolution.

1. Approval of minutes for August 4, 2009.
2. Setting the General Services Committee and the Public Works Committee meetings for Monday, Aug. 24th at 2:30 p.m. and 4:00 p.m. respectively.
3. RESOLUTION 09-033: A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING A CONTRACT WITH KOOTENAI COUNTY FOR CERTAIN ELECTION SERVICES; THE ANNUAL AGREEMENT WITH SCHOOL DISTRICT 271 FOR SCHOOL RESOURCE OFFICERS AND CHANGE ORDER NO. 1 FOR LANDINGS

PARK, PHASE II.

4. Authorizing design services for Howard/Kathleen signalization.
5. Approval of bills as submitted and on file in the Office of the City Clerk.
6. SS-15-07 – Final plat approval for Nettleton Short Plat.
7. RESOLUTION 09-034: A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING A NOTICE OF TIME AND PLACE OF PUBLIC HEARING OF THE PROPOSED AMENDED BUDGET FOR FISCAL YEAR 2008-2009, AND INCLUDING PROPOSED EXPENDITURES BY FUND AND/OR DEPARTMENT, AND STATEMENT OF THE AMENDED ESTIMATED REVENUE FROM PROPERTY TAXES AND THE AMENDED TOTAL AMOUNT FROM SOURCES OTHER THAN PROPERTY TAXES OF THE CITY FOR THE ENSUING FISCAL YEAR AND PROVIDING FOR PUBLICATION OF THE SAME.

WHEREAS, it is necessary, pursuant to Idaho Code 50-1003, for the City Council of the City of Coeur d'Alene, prior to passing an Amended Annual Appropriation Ordinance, to prepare a proposed amended Budget, tentatively approve the same, and enter such proposed amended Budget at length in the journal of the proceedings; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the following be and the same is hereby adopted as an Amended Estimate of Expenditures and Anticipated Revenue of the City of Coeur d'Alene for the fiscal year beginning October 1, 2008:

GENERAL FUND EXPENDITURES:

Mayor and Council-----	\$	196,635	
Administration-----		807,460	
Finance Department-----		753,390	
Municipal Services-----		1,300,580	1,310,580
Human Resources-----		251,441	
Legal Department-----		1,291,886	
Planning Department-----		539,815	
Building Maintenance-----		422,359	
Police Department-----		9,246,765	9,337,920
K.C.J.A. Task Force-----		51,640	
ADA Sidewalks-----		211,814	
Byrne Grant-----		80,662	180,982
Fire Department-----		6,647,518	6,653,518
General Government-----		202,890	
Engineering Services-----		1,261,233	
Streets/Garage-----		2,549,117	2,585,617
Parks Department-----		1,725,209	1,787,209
Recreation Department-----		777,233	787,983
Building Inspection-----		904,815	<u>868,315</u>

TOTAL GENERAL FUND EXPENDITURES:	\$29,222,462	<u>\$29,502,687</u>
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SPECIAL REVENUE FUND EXPENDITURES:

Library Fund-----	\$1,180,404	1,187,404
Impact Fee Fund-----	2,000,000	
Parks Capital Improvements-----	1,578,000	
Annexation Fee Fund-----	400,000	
Insurance / Risk Management-----	318,000	
Cemetery Fund-----	<u>296,734</u>	<u>611,734</u>
TOTAL SPECIAL FUNDS:	<u>\$5,773,138</u>	<u>\$6,095,138</u>

ENTERPRISE FUND EXPENDITURES:

Street Lighting Fund-----	\$ 572,090	
Water Fund-----	7,020,412	
Wastewater Fund-----	17,180,612	
Water Cap Fee Fund-----	1,000,000	
WWTP Cap Fees Fund-----	3,798,325	
Sanitation Fund-----	3,100,546	
City Parking Fund-----	184,132	
Stormwater Management-----	<u>1,569,026</u>	
TOTAL ENTERPRISE EXPENDITURES:	<u>\$34,425,143</u>	

TRUST AND AGENCY FUNDS:-----	3,709,548	3,824,498
STREET CAPITAL PROJECTS FUNDS:-----	1,220,000	4,060,000
2006 GO BOND CAPITAL PROJECT FUND:-	500,000	594,400
DEBT SERVICE FUNDS:-----	<u>2,383,816</u>	
GRAND TOTAL OF ALL EXPENDITURES:	<u>\$77,234,107</u>	<u>\$80,885,682</u>

BE IT FURTHER RESOLVED, that the same be spread upon the Minutes of this meeting and published in two (2) issues of the Coeur d'Alene Press, seven (7) days apart, to be published on August 26, 2009 and September 2, 2009.

BE IT FURTHER RESOLVED, that a Public Hearing on the Budget be held on the 15th day of September, 2009 at the hour of 6:00 o'clock p.m. on said day, at which time any interested person may appear and show cause, if any he has, why the proposed amended Budget should or should not be adopted.

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

COUNCIL ANNOUNCEMENTS:

COUNCILMAN GOODLANDER: Councilman Goodlander announced that the Community Harvest Garden is beginning to harvest the food grown and further announced that a fund raising dinner will be held August 29th at the garden.

COUNCILMAN KENNEDY: Councilman Kennedy announced that The Landings Park needs volunteers this Saturday beginning at 8:00 a.m. and asked participants to bring a wheelbarrow. The goal is to fill the playground areas with bark.

COUNCILMAN MC EVERS: Councilman McEvers announced that the City recently participated in a mock “DUI Crash Demonstration”. He introduced Brett Bowers who expressed his appreciation of Jeff Crowe from CDA TV who had edited a documentary of the event and Jim VanSky of Big Sky Helicopter who provided aerial support along with Councilman McEvers for taping the event. Mr. Bowers introduced representatives from other entities that were involved in this event, including: Deputy Fire Chief Glen Lauper; Police Sergeant Christie Wood; Jillian Rowley, LCHS Prevention Specialist; Jennifer Ramb, Kootenai County Juvenile Probation; and Anita Kronvoll, ISP Chaplain. School Resource Officer Brandon McCormick commented that this project had the most impact at the high school and was one of the best projects for both the students and him. Councilman McEvers noted that the mock DUI Crash Demonstration video will air immediately following tonight’s Council meeting.

COUNCILMAN BRUNING: Councilman Bruning announced that Saturday will be the last day lifeguards will be on duty at City Beach. He also noted that this past summer, the Recreation Dept. had hosted over 1,800 softball games.

MAYOR BLOEM: Thanked staff for preparing for the workshops held by the Mayors Institute on Community Design’s professional team who developed a vision for the Education Corridor.

APPOINTMENTS – STUDENT REPRESENTATIVES: Motion by Edinger, seconded by Hassell to appoint the following student representatives: Arts Commission - Colton Robertson (representative) and Kaitey Mosgrove (alternate); CDA-TV Committee – Carly Goodlander (representative) and Yenny Chase-Bayless (alternate); Cemetery Advisory Board – Angelina Ray (representative); Childcare Commission – Grace Morrissette (representative) and Ashley White (alternate); Library Board – Kaye Thornbrugh (representative) and Emily Burnham (alternate); Open Space Ad Hoc Committee – Brendan Bell-Taylor (representative) and Reveena Padda (alternate); Parking Commission – Cody Knight (representative); Ped/Bike Advisory Committee – Paige Kelly (representative) and Grant Stimmel (alternate); Planning Commission – Aubrey Neal (representative) and Jennifer Kiesewetter (alternate); Recreation and Parks Commission – J.D. “Seth” Owens (representative) and Tyler Smotherman (alternate); and, Urban Forestry Committee – Savannah Espitia (representative) and Devin Walker (alternate). Motion carried with Councilman Goodlander abstaining.

ADMINISTRATOR’S REPORT: City Administrator Wendy Gabriel announced that Coeur d’Alene will begin another COPs (Citizens on Patrol) Academy on Sept 9th. Nov. 3 the City will

hold their General Election for the position of Mayor and 3 Council members. She noted that beginning August 24th candidates must submit their Declaration of Candidacy and Petition or Candidacy/\$40 to the City Clerk and that the deadline for filing is Sept. 4th. Mrs. Gabriel announced that Rob Turner has been promoted to Lieutenant for the Police Department. The Arts Commission is now accepting nominations for the 13th Annual Mayors Awards of the Arts with nomination forms available through Amy Ferguson at 666-5754 or on the City's web site at www.cdavid.org.

CDBG GRANT AWARDS: Project Coordinator Renata McLeod reported that on July 9, 2009, the City advertised the availability of funding for eligible CDBG projects, as well as posting the information on the City webpage, and emailing the information directly to many service organizations and interested parties. She added that since this is the first year conducting a competitive grant process, an information/training session was held July 14, 2009, which provided an expanded explanation of the CDBG funding and associated regulations. Nelle Cole from Panhandle Area Council reported that six grant applications were received by July 27, 2009. Two of the Ad Hoc Committee members had a conflict of interest with a grant applicant, and did not participate in the application reviews. The remaining three members of the Ad Hoc Committee met on August 4, 2009 to rate and review the grant applications. Based on the grant criteria, St. Vincent De Paul and Habitat for Humanity rated as the top two scores. St. Vincent De Paul requested \$44,600.00 for expansion of the Angle Arms project. This Rapid Re-housing/Housing First Project is designed to help the homeless transition more rapidly out of the shelter system. Habitat for Humanity requested \$50,000.00; however, only \$45,400.00 of grant dollars is remaining. The grant offer will be at the \$45,400 level to use towards construction of a five dwelling-unit project on property already owned by Habitat for Humanity (located at Hazel Avenue and 10th Street).

Motion by Goodlander, seconded by Edinger to award the grants to St. Vincent DePaul and Habitat for Humanity and authorize staff to proceed with sub-recipient agreements. Motion carried with Councilman Bruning abstaining.

COMMENTS: Councilman Goodlander commented that the grant application process was tied to the Consolidated Plan for low-income housing which prevented some agencies from applying for these grant funds. Renata McLeod noted that these were the goals set in the Consolidated Plan but the Plan can be amended within its 5-year plan. She added that all six applicants were able to relate back to one of the Plan's goals and so no one was turned away from submitting an application. Councilman Kennedy noted that with stimulus funds the North Idaho Housing Coalition is providing more opportunities for low-to-moderate income households.

PUBLIC HEARINGS – RCA-3-09 – REQUEST FOR CONSIDERATION OF ANNEXATION – 5490 N. 4TH STREET: Senior Planner John Stamsos presented a request from Richard Colburn (H2A Architects) representing the LDS Church to allow his client to proceed with the formal annexation application process for their approximately 19,646 sq. ft. parcel located at 5490 N. 4th Street. Mr. Stamsos noted that the applicant is filing this request in order to get City water service. They are currently served by Troy Hoffman Water Corporation but have been notified that on October 3, 2009, their water service will be terminated. The only

other public water system in the area is the City's water system and in order for them to connect to it, they must annex into the City.

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

COUNCIL MOTION: Motion by Goodlander, seconded by Edinger to authorize the applicant to proceed with the annexation process for 5490 N. 4th Street. Motion carried.

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

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

The Council met in Executive Session at 6:50 p.m. Members present were the Mayor, City Council, City Administrator, Deputy City Administrator and City Attorney.

Matters discussed were those of property acquisition. No action was taken and the Council returned to the regular meeting at 7:25 p.m.

ADJOURNMENT: Motion by Bruning, seconded by Kennedy that, there being no further business, this meeting is adjourned. Motion carried.

The meeting adjourned at 7:25 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan Weathers, CMC
Deputy City Clerk

RESOLUTION NO. 09-035

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 EXTENSION OF THE AGREEMENT WITH LEGENDS PHOTOGRAPHY FOR YOUTH SPORTS PHOTOGRAPHY SERVICES; APPROVING CHANGE ORDER NO. 2 TO THE AGREEMENT WITH POLIN & YOUNG CONSTRUCTION, INC. FOR THE LANDINGS PARK, PHASE II; APPROVING AN INTERSTATE AGREEMENT WITH THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY FOR PHOSPHOROUS BIOAVAILABILITY STUDY; APPROVING AMENDMENT NO. 2 TO THE AGREEMENT WITH HDR ENGINEERING FOR THE WWTP PILOT STUDY AND APPROVING A MUTUAL AID AND ASSISTANCE AGREEMENT FOR THE IDAHO INTRASTATE WATER / WASTEWATER AGENCY RESPONSE NETWORK (IDWARN).

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

- 1) Approving the Extension of the Agreement with Legends Photography for Youth Sports Photography Services;
- 2) Approving Change Order No. 2 to the Agreement with Polin & Young Construction, Inc. for the Landings Park, Phase II;
- 3) Approving an Interstate Agreement with the State of Washington Department of Ecology for Phosphorous Bioavailability Study;
- 4) Approving Amendment No. 2 to the Agreement with HDR Engineering for the WWTP Pilot Study;
- 5) Approving a Mutual Aid and Assistance Agreement for the Idaho Intrastate Water / Wastewater Agency Response Network (IDWARN);

AND;

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

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

said agreements or other actions so long as the substantive provisions of the agreements or other actions remain intact.

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

DATED this 1st day of September, 2009.

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 _____.

GENERAL SERVICES

STAFF REPORT

Date: July 20th, 2009.
From: Steve Anthony, Recreation Director
SUBJECT: YOUTH SPORTS PHOTOGRAPHY EXTENSION

DECISION POINT:

The Recreation Department is seeking authorization to extend the photography services of Legends Photography until October 1, 2012.

History:

The Recreation Department entered into a contract with Legends Photography to take individual and team pictures for the city's youth recreation programs. The contract was to end October 1, 2009. Legends have been the official photographer for the city all but 5 of the last 22 years. They are very easy to work with and we are pleased with their customer service.

Financial Analysis:

Legends have agreed to keep the price at \$8.00 for the basic picture package. They will also provide sponsors' plaques to the city at no charge. They will also provide free team photos for the coaches. And provide each player with a free photo button. They also sponsor teams in each of our programs.

Quality of Life Analysis:

Pictures of children participating in our youth programs have become a tradition. We have been very pleased with Legends Photography. Legends also provide a College Scholarship to 3 seniors in our community.

Recommendation:

The Recreation Department is requesting that the General Services recommend to the City Council that the Legends Photography contract be extended through October 1, 2012.



LEGENDS SPORTS PHOTOGRAPHY
1260 E Margaret Ave. Coeur d'Alene, ID 83815-9247
Phone: (208) 667-8999 email-legends@hotmail.com
www.legendssidaho.com



June 19, 2009

Mr. Steve Anthony
Coeur d'Alene Recreation Department
710 E. Mullan Ave.
Coeur d'Alene, ID 83814

Dear Steve,

I would like to apply for an extension to the contract to provide photography services for the recreation department's youth sports program. I believe our current contract expires in September this year. Legends will continue to provide the following services:

- * Free team photos for the coaches
- * Free classic wood digital sponsor plaques with the league name, team name and division, sponsor's name, year and appreciation message
- * League name and year printed on all memory mates
- * Photo bucks coupons. A coupon for a free memory mate for kids that can't afford a photo
- * All photos will be delivered to the league three weeks or less after they are taken
- * Every player receives a free photo button
- * Eligibility for players to participate in our Youth College Scholarship program

The basic package will remain the memory mate and 2 wallet photos for \$8.00. This price is below the average market value for the memory mate. Some of the other items on our order envelope may be subject to an increase in price. as costs have gone up.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink that reads "Jim Gallagher".

Jim Gallagher
Legends Sports Photography

CONTRACT

THIS CONTRACT, made and entered into this 1st day of October, 2009, by and 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 called "City," and **Legends Sports Photography**, an Idaho Corporation, hereinafter called the "Photographer,"

WITNESSETH:

THAT, WHEREAS, Legends Sports Photography, proposes to provide photography services in relation to youth programs and teams sponsored by the City Recreation Department, and

WHEREAS, the City desires to enter into a contract with Legends Sports Photography; NOW, THEREFORE,

IN CONSIDERATION of such acceptance and payment by the City to the Photographer of one dollar, receipt of which is hereby acknowledged, and other valuable consideration, the Photographer agrees as follows:

SECTION 1: Photographer agrees to take photographs of youth program participants and teams sponsored by the City Recreation Department for all programs conducted between October 1, 2009 and October 1, 2011.

Photographer agrees to the following months for photos:

Spring Soccer – April
Summer Baseball/Softball – June
Fall Soccer – September
Flag Football – September
Winter Basketball – November
1st, 2nd, & 3rd Grade Basketball – February

It will be the responsibility of the photographer to have picture packages available to the Recreation Department approximately four weeks before above photo dates.

SECTION 2: Photographer further agrees it will provide the participants the following photographic package for Eight and NO/100 Dollars (\$8.00):

One (1) 5 x 7 group photo - color
One (1) 3 x 5 individual photo - color
Two (2) 2 x 3 individual photos - color

Photographer further agrees to place the group and individual photos in a memory mate folder.

SECTION 3: Photographer further agrees to provide the following:

1. One (1) 5 x 7 group color photo mounted on a plaque for presentation to the sponsor free of charge.
2. Each player that participates in photo day will receive a free photo button, whether they purchase a photo or not.
3. Photographer will sponsor one team in every sport.
4. Two free team photographs to each team for the coaches.
5. Each memory mate will have a custom die cut stamped on it with the Recreation Department's logo.
6. Photographer will provide a free memory mate for families in need (up to the equivalent of 1 (one) photo per team)
7. Youth Star Sponsorship Program. A scholarship in the amount of two percent (2%) of the photo lab expense to be awarded to a high school senior who has participated in the Recreation Department's program.

SECTION 4: The parties further agree that the individuals and teams reserve the right to have photos re-shot if they are not satisfied with the quality of work. The Photographer agrees to have all finished work back to the individuals within three (3) weeks of initial shooting.

SECTION 5: The parties further agree that the Photographer is free to offer any other individual photograph or package to teams; however, the package listed is the only one guaranteed at the price quoted.

SECTION 6: The parties further acknowledge that the City will not prohibit individuals or teams from seeking to obtain individual or team photographs from other sources.

SECTION 7: The parties further agree the photographer may increase picture rates as needed for inflation, production costs, etc. This increase shall be limited to a maximum of 1 dollar per year and be subject to approval by the Coeur d'Alene Recreation Department.

SECTION 8: If, through any cause, the Photographer shall fail to fulfill in a timely and proper manner his obligations under this agreement, including but not limited to poor quality, constantly missing delivery times, failure to retake a team, or if the Photographer shall violate any of the covenants, agreements, or stipulations of this agreement, the City shall thereupon have the right to terminate this agreement by giving written notice to the Photographer of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, and reports

or other material prepared by the Photographer under this agreement shall at the option of the City become its property, and the Photographer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

CITY OF COEUR D'ALENE

LEGENDS SPORTS PHOTOGRAPHY INC.

By: _____
Sandi Bloem, Mayor

By: _____
James G. Gallagher
Its: _____

ATTEST:

Susan K. Weathers, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 1st day of September, 2009, before me, a Notary Public, personally appeared **Sandi Bloem and Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene and the persons who 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 September, 2009, before me, a Notary Public, personally appeared **James G. Gallagher of Legends Photography**, and known to me to be the person who executed the foregoing instrument on behalf of Legends Photography.

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

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

**CITY COUNCIL
STAFF REPORT**

September 1, 2009

From: Doug Eastwood, Parks Director

RE: LANDINGS PHASE II – CHANGE ORDER #2

Change order #2 is in the amount of \$25,029.00. This change order pertains to excavation and installation of base materials to allow for enough compaction to support building structures. It also pertains to grading and spreading of excess top soil created from remediating soil conditions.

Change order attachments

CHANGE ORDER

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

8/18
Copy to
Doug
COPY

PROJECT:
(name, address) The Landings Park Phase II
The Landings Development
Coeur d'Alene, ID.

CHANGE ORDER NUMBER: Two
DATE: August 12, 2009
ARCHITECTS PROJECT #:
CONTRACT DATE: May 5th, 2009
CONTRACT FOR: General Construction

TO CONTRACTOR:
(name, address) POLIN & YOUNG CONSTRUCTION, INC.
PO BOX 3701
COEUR D'ALENE, ID. 83816

The Contract is changed as follows:

- | | | |
|----------------|---|-------------|
| Item 1. | ADD for ASI #009, #010, #011, #012, #015 and other grade and soil conditions per Polin & Young Construction, Inc.'s letter dated July 10, 2009, attached. | \$21,021.00 |
| Item 2. | Add to reshape and contour area between play area and large shelter per Polin & Young Construction, Inc.'s letter dated August 11, 2009, attached. | \$4,008.00 |

TOTAL CHANGE ORDER TWO ADD:

\$25,029.00

**Public Works Committee
Staff Report**

To: Public Works Committee
From: H. Sid Fredrickson, Wastewater Supt.
Date: August 24, 2009
Subj: Contract for Phosphorus Bioavailability Study

DECISION POINT: Council may wish to enter into an agreement to partially fund a share of the cost to do a multi-year study of the bioavailability of phosphorus in the Spokane River. This study is being conducted by researchers from the University of Washington. The city's share will not exceed \$10,000.

HISTORY: Current low level phosphorus proposals for the dischargers assume that all of the phosphorus in the discharge stream is available to aquatic life (bioavailable). This may not be the case. As an example, if only half of the discharged phosphorus is bioavailable, then the dischargers could discharge twice as much phosphorus without a negative impact on the environment. This could potentially save millions of dollars in operating and maintenance costs.

The international organization known as the Water Environment Federation (WEF) has a research arm known as the Water Environment Research Foundation (WERF) that has chosen the Spokane River as a project to study the bioavailability of phosphorus over a two year period. This research is being done primarily by the University of Washington in cooperation with the Washington Department of Ecology.

FINANCIAL ANALYSIS: The cost breakdowns for all of the participants are as follows:

Revenues	
Source	Total
Department of Ecology	\$ 50,000.00
Spokane County	\$ 10,000.00
City of Spokane	\$ 10,000.00
City of Coeur d'Alene	\$ 10,000.00
Inland Empire Paper Company	\$ 10,000.00
Water Environment Research Foundation	\$ 5,000.00
Kaiser Aluminum	\$ 3,000.00
Liberty Lake Sewer and Water District	\$ 2,000.00
City of Post Falls	\$ 2,000.00
Hayden Area Regional Sewer Board	\$ 2,000.00
Total Revenues	\$ 104,000.00

PERFORMANCE ANALYSIS: As noted, not all of the phosphorus discharged into the Spokane River is bioavailable. We do not know how much is. While we will all have to

build tertiary treatment plants, increasing the total allowable phosphorus could result in substantial savings in operations and maintenance.

Attached are the proposed contract and the proposed scope of work.

DECISION POINT: Council may wish to enter into an agreement to partially fund a share of the cost to do a multi-year study of the bioavailability of phosphorus in the Spokane River. This study is being conducted by researchers from the University of Washington. The city's share will not exceed \$10,000.

Attachment A

Scope of Work Phosphorus Bio-Availability Study June 2009

INTRODUCTION

This agreement is between the Department of Ecology (Ecology) and the University of Washington (UW) to perform the technical study defined in this scope of work and the study quality assurance project plan.

Funding for the study is provided by:

- Ecology
- Spokane County
- City of Spokane
- City of Coeur d'Alene
- Inland Empire Paper Company
- Water Environment Research Foundation (WERF)
- Kaiser Aluminum
- Liberty Lake Sewer and Water District
- City of Post Falls
- Hayden Area Regional Sewer Board

BACKGROUND

The hypolimnion of Lake Spokane commonly experiences hypoxia, and it is believed that wastewater treatment plant (WWTP) effluent is contributing to this problem. Therefore, the wastewater treatment plants discharging to the Spokane River upstream of Lake Spokane will be adopting a variety of advanced technologies for phosphorus removal. Different advanced phosphorus removal methods differ considerably in how low they decrease total phosphorus concentrations, as well as the species of residual phosphorus present in their effluent. The bio-availability of phosphorus (BAP) of these various species can vary greatly depending on their source, and BAP is likely to vary with the type of tertiary treatment employed. The objective of the present study will be to determine the percent BAP in effluent from pilot tertiary treatment projects at the main WWTP discharges to the Spokane River. This will be done using the classic algal growth bioassay approach which utilizes algal growth to estimate P availability in unknown samples. This approach is much more labor intensive than chemical approaches to characterize various forms of phosphorus, but this approach is the "gold standard" by which BAP is quantified.

PROJECT TASKS

Task 1. Project Management

- a. Submit for reimbursement for UW overhead
- b. Contract administration

Task 1 deliverable and due dates:

- Reimbursement for UW overhead: as required according to University policies
- Contract administration: On-going through agreement

Task 2. Phosphorus Bioavailability Evaluation

- a. Perform phosphorus bio-assays on monthly samples collected from selected sites. Up to 45 samples from as many as 15 sites will be evaluated.
 1. Samples will be collected and analyzed according to procedures outlined in the QAPP.
- b. Perform “wet” chemistry tests for desired constituents. Total phosphorus and total dissolved phosphorus is essential for the work proposed. Analysis for other phosphorus species will be conducted as funding allows. Sample collection and analysis may be conducted in collaboration with the Northwestern University/WERF P Speciation Study to allow determination of the bioavailability of various P forms and to avoid duplication of wet chemistry analytical work.

Task 2 deliverables and due dates

- Results of analytical results developed in the study: Included in quarterly letter reports as completed and with final report in task 3.

Task 3. Project Reporting, and Coordination

- a. Submit quarterly reimbursement requests and “letter” reports summarizing work progress and funding used
- b. Prepare draft project report for review by funding entities.
- c. Prepare final project report detailing project results and analysis
- d. Project coordination and oversight
 1. Members of research team will attend planned meetings between / among partners. UW faculty will provide direction and consultation with graduate student.

Task 3 deliverables and due dates:

- Quarterly letter reports and reimbursement requests: On-going through agreement
- Draft project report: Due eleven months after signature date of agreement
- Final project report: Due twelve months after signature date of agreement

Table 1: Project Schedule

Activity	Start Date	End Date
Field Work	July 2009	April 2010
Laboratory Work and Analysis	July 2009	April 2010
Data Analysis	July 2009	April 2010
Draft report completed at UW		May 2010
Draft report to Ecology		May 2010
Draft report out for external review		June 2010
Final report		July 2010

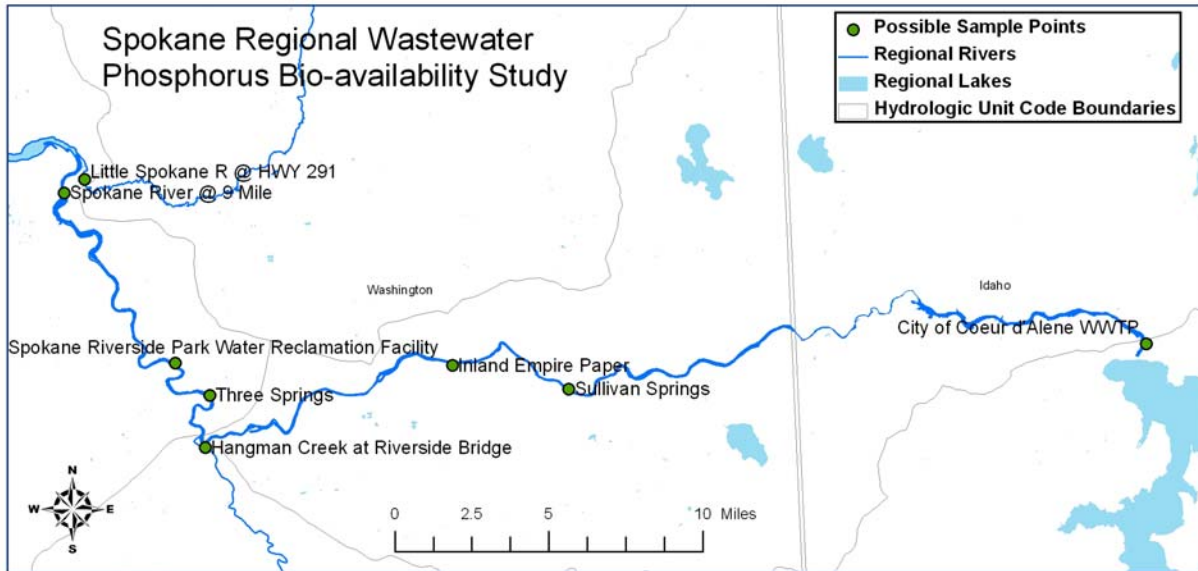
Table 2: Proposed Sampling Sites and Schedule

Site	Phase I		Phase II						TOTAL	
	8- 09	9- 09	10-09	11- 09	12- 09	1- 10	2- 10	3- 10		4- 10
Surface Site										
SR 9-mile	X		X			X			X	4
LSR Hwy 291										
Hangman Cr Riverside Ave Br										
Three Springs		X		X			X	X		4
Sullivan Springs										
Discharge Sites										
Spokane Pilot A	X	X	X	X	X	X	X	X	X	8
Spokane Pilot B				X		X		X		3
Spokane Pilot C			X		X		X		X	4
Spokane Pilot D				X		X		X	X	4
Spokane Pilot E										
Spokane Pilot F										
City of C d'A Pilot A		X		X		X		X		4
City of C d'A Pilot B			X		X		X		X	4
City of C d'A Pilot C										
Inland Empire Paper	X		X		X		X		X	5
Total	3	3	5	5	4	5	5	5	6	41

Attachment B: Project Budget

Expenditures	
Task	Total
Task 1: Project Management	
Task 1a: UW overhead @ 26%	\$ 16,000.00
Task 1b: UW Contract Admin.	In Kind
Task 1. Total	\$ 16,000.00
Task 2: P Bioavailability Evaluation	
Task 2a: UW Research Team	\$ 44,000.00
Task 2b: UW Research Team	\$ 12,000.00
Laboratory materials and supplies	\$ 16,000.00
Task 2. Total	\$ 72,000.00
Task 4: Project Reporting and Coordination	
Task 4a: UW Research Team	\$ 4,000.00
Task 4b: UW Research Team	\$ 8,000.00
Task 4c: UW Research Team	\$ 2,000.00
Task 4d: UW Research Team	\$ 2,000.00
Task 4. Total	\$ 16,000.00
Total Expenditures	\$ 104,000.00
Revenues	
Source	Total
Ecology	\$ 50,000.00
Spokane County	\$ 10,000.00
City of Spokane	\$ 10,000.00
City of Coeur d'Alene	\$ 10,000.00
Inland Empire Paper Company	\$ 10,000.00
Water Environment Research Foundation	\$ 5,000.00
Kaiser Aluminum	\$ 3,000.00
Liberty Lake Sewer and Water District	\$ 2,000.00
City of Post Falls	\$ 2,000.00
Hayden Area Regional Sewer Board	\$ 2,000.00
Total Revenues	\$ 104,000.00

Attachment C: Study Area



INTERSTATE AGREEMENT
Between
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
And
CITY OF COEUR D'ALENE, IDAHO

PHOSPHORUS BIOAVAILABILITY STUDY

This Agreement is between the State of Washington, acting by and through its Department of Ecology, hereafter called Ecology, and the City of Coeur D'Alene, Idaho, hereafter called City.

Background:

The proposed project is to evaluate the bioavailability of phosphorus in highly treated wastewater effluent and the Spokane River. A complete description of the project is included in the Quality Assurance Project Plan and the Statement of Work, both attached hereto.

The project will be conducted by the University of Washington, through a contract with the Washington State Department of Ecology. The length of the project is approximately 18 months from commencement.

The Spokane River is listed as an impaired water body for oxygen. The depletion of oxygen in the water body is primarily caused by algae production related to excessive amounts of phosphorus in the water. A significant amount of the phosphorus is currently contributed by wastewater treatment plants that discharge to the Spokane River. In the very near future, Ecology will establish stringent discharge limits for phosphorus, and the wastewater treatment plants will be upgraded to significantly reduce the concentrations of phosphorus in their effluent. Currently, there is limited knowledge regarding how algae and the dissolved oxygen in the water body will react to the very limited phosphorus that will continue to be discharged into the Spokane River. This phosphorus bioavailability study will provide valuable information that can be used by Ecology and the dischargers in the future as the river cleanup progresses.

The project is being funded cooperatively by Ecology, Water Environment Research Foundation, City of Spokane, Spokane County, Inland Empire Paper Company, Kaiser Aluminum Corporation, Liberty Lake Sewer and Water District, City of Post Falls, Haden Area Regional Sewer Board, and the City of Coeur D'Alene.

It is the purpose of this AGREEMENT to:

Identify Ecology as the member agency responsible for the administration of the contract with the University and to provide funding to Ecology for the contract payments to the University.

Effective Date and Duration:

This Agreement shall become effective on the date on which both parties have signed this Agreement. Unless earlier terminated or extended, this Agreement shall expire by June 30, 2011. Work covered by this agreement will be completed between July 1, 2009 and June 30, 2011.

Statement of Work:

Ecology agrees to enter into a Contract with the University for the Phosphorus Bioavailability Study.

Consideration:

City agrees to pay Ecology the sum of Ten Thousand U.S. dollars (\$10,000.00) for accomplishing the work required by this Agreement. The maximum, not-to-exceed compensation payable to Ecology under this Agreement, which includes any allowable expenses, is \$10,000.00.

Billing Procedures:

Invoices for one-half of the compensation will be mailed on August 1, 2009 and January 4, 2010 to the following address:

City of Coeur D'Alene
Attention: H. Sid Fredrickson
City Hall
710 E Mullan Ave
Coeur d'Alene, ID 83814

Payments will be due within 45 days of receipt of invoices and mailed to the following address:

Dept of Ecology
Cashiering Section
PO Box 5128
Lacey WA 98509-5128

Amendments:

Ecology and City may mutually amend this Agreement. The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties.

Termination:

This Agreement may be terminated by mutual consent of both parties or by Ecology upon 30 day's notice, in writing and delivered by certified mail or in person.

City may terminate this Agreement *effective* upon delivery of written notice to Ecology, under the following conditions:

1. If federal or state regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement, or are no longer eligible for the funding proposed for payments authorized by this Agreement.
2. If Ecology fails to perform the work specified herein, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from City, fails to correct such failures within ten (10) days or such longer period as City may authorize.

Funds Available and Authorized:

City certifies at the time the Agreement is written that sufficient funds are available and authorized for expenditure to finance costs of this Agreement.

Access to Records:

All records supporting every request for payment shall be maintained in a manner which will provide an audit trail to the expenditures for which state support is provided. Original source documents shall be maintained by Ecology and made available to City or a duly authorized audit representative upon request.

Compliance with Applicable Law:

Ecology shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement. Without limiting the generality of the foregoing, Ecology expressly agrees to comply with: (i) Title VI of Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990; and (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

Order of Precedence:

In the event of an inconsistency in the Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- a) Applicable Federal and Washington State statutes and regulations;
- b) Special Terms and Conditions;
- c) Statement of Work; and
- d) Any other provision of the Agreement whether incorporated by reference of or otherwise.

Merger Clause:

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OR TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES, SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE CONTRACTOR BY, THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Ecology Project Officer: David Moore
Department of Ecology
4601 N. Monroe Street
Spokane, WA 99205-1295
(509) 329-3514
dmoo461@ecy.wa.gov

City of Coeur D'Alene: H. Sid Fredrickson
City of Coeur d'Alene
710 E Mullan Ave
Coeur d'Alene, ID 83814
sidf@cdaid.org

Approved by WERF

Mayor Sandi Bloem Date

Approved by Washington:

Attest: Susan Weathers, City Clerk Date

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: August 24, 2009
FROM: David E. Shults, Capital Program Manager *DES*
SUBJECT: Amendment #2 to Engineering Agreement for WWTP Pilot Studies

=====

DECISION POINTS:

Council approval is requested for the proposed amendment #2 to the agreement for engineering services with HDR Engineering to provide continued construction engineering and inspection of the low phosphorus demonstration pilot project. The proposed amendment will increase the cost ceiling by \$196,350 for a total pilot facilities engineering cost not to exceed \$850,819.

HISTORY:

Pending new regulations require substantial improvements and additions to the treatment plant to further restrict discharge of nutrients to the Spokane River. Removal of phosphorus will be required to a degree that has not been required before, and may only be achievable with a very limited selection of candidate technologies. The City approved an agreement for engineering assistance by HDR Engineering to design a pilot testing program and facilities needed to help with the selection and design of the full-scale operation that will be required. The objectives for the two-year pilot program include 1.) selection of one of the three piloted alternatives that demonstrate the best reliability and ease of operation; 2.) optimize design requirements for full scale use at the Cd' A plant; and 3.) initiate operator familiarization and training with the new technology. The design is complete for the building to house the process equipment. Specifications for the pilot equipment were developed in cooperation with the manufacturers of the latest equipment. The City has entered into prepurchase contracts with the manufacturers of the pilot equipment. And construction has begun on the building and the equipment.

HDR Engineering and City staff have identified that the existing scope of work and budget for engineering services is insufficient to provide the remaining services that will be required to complete the construction engineering and inspection tasks that are expected of this type of project. The project involves much more interaction and cooperation with the building contractor and the manufacturers of the developing technologies than were initially envisioned. As an example, HDR planned for review of no more than 12 sets of shop drawing. But 5 months before the completion of the project, engineering budget has been used for review and input to 58 shop drawing submittals, 28 requests for information, 4 change proposal requests, and 1 field order. Initial concepts for the project envisioned temporary facilities and a desire for limited engineering services from HDR and more responsibility given to the pilot manufacturers and the steel building manufacturer. However, HDR and city staff are realistically no less interested or responsible for assuring compliance with our designs and standard of construction than for any other improvements that are made to the plant. In fact, the engineering is very important to assure success for finding a technology for phosphorus removal that will allow compliance with the discharge permit, and for assuring that the city receives a quality building and quality pilot equipment that will serve the utility in other capacities after the pilot project is completed. Amendment #2 to HDR's scope of work includes additional construction engineering, inspection assistance, and instrument integration services that are now known to be necessary for this complex project. Wastewater staff believes that the attached scope of work and the

justification submitted for the proposed cost ceiling is fair and reasonable, and is necessary for successful completion of the pilot program.

FINANCIAL ANALYSIS:

Cost Estimate for Pilot Project

Current Scope for Engineering, Startup and Training	\$645,582
Proposed Amendment #2 Construction Engineering	196,350
Prepurchase of Pilot Equipment	1,447,460
Contractor Installation of Equipment and Building	1,173,598
5% Contingency	<u>173,149</u>
Total	\$3,636,140

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

DISCUSSION:

Several years of water quality studies of the Spokane River, and several years of negotiations between water quality regulators and wastewater dischargers along the river, have led to proposed EPA discharge permits that require much more rigorous control of nutrient discharges throughout the region. City of Coeur d’Alene wastewater facility planning provides early indication that upgrades to Coeur d’Alene’s treatment plant in the next seven years could cost as much as \$82 million. An option for reuse of the high quality effluent could cost another \$13 million. The planned pilot studies are designed to provide the wastewater utility with sufficient information to make informed decisions regarding process selection and optimization of facility sizing and staffing. The pilot studies are believed to be prudent considering that the degree of treatment required is as rigorous as anywhere in the country, and the available treatment technology is still in development and relatively unproven in large scale water reclamation facilities.

Additional construction engineering services are necessary to assure satisfactory resolution of construction issues and assure receipt of satisfactory equipment and facilities that will be a long-term benefit to the utility. The pilot building will be used in the future for garaging and storage. The pilot equipment will be available for use within the plant or for sale to other utilities.

DECISION POINT/RECOMMENDATION:

Council approval is requested for the proposed amendment #2 to the agreement for engineering services with HDR Engineering to provide continued construction engineering and inspection of the low phosphorus demonstration pilot project. The proposed amendment will increase the cost ceiling by \$196,350 for a total pilot facilities engineering cost not to exceed \$850,819.

des1328

AMENDMENT NO. 2

TO

PROFESSIONAL SERVICES AGREEMENT

between

CITY OF COEUR D'ALENE

and

HDR ENGINEERING, INC.

for

**WASTEWATER TREATMENT PLANT
LOW PHOSPHORUS DEMONSTRATION PILOT FACILITY**

The agreement, made and entered into the 20th day of May, 2008, between the CITY, City of Coeur d'Alene and the ENGINEER, HDR ENGINEERING, INC. is hereby amended on the 1st day of September, 2009 as set forth herein.

WITNESSETH:

WHEREAS, the City and the Engineer have entered into a contract for professional services for analysis and recommendations regarding Low Phosphorus Demonstration Pilot Facility, herein referred to as the "Project";

WHEREAS, the agreement contains provisions in Section 10, for the City to authorize extra services in connection with this project; and

WHEREAS, the City has agreed to have the Engineer provide the extra services as described in Attachment 1 Scope of Services;

NOW THEREFORE, in consideration of the terms, conditions and covenants of performance contained or incorporated herein, the City and the Engineer agree that the agreement entered into the 20th day of May, 2008, shall be amended as follows:

Section 1. Scope of Services

The scope of services is amended to revise the project budget to provide resources for construction observation, engineering services during construction, and control systems

integration for the low P demonstration pilot facility. The following work tasks are to be performed in accordance with the scope of work in Attachment 1:

- Task 1100. Construction Observation
- Task 1200. Engineering Services during Construction
- Task 1300. Control Systems Integration

Section 2. Compensation

For services described in this Amendment, payment shall be made on the same basis as in the original Agreement. Labor Costs shall be amended to an amount equal to the Direct Labor Cost times a factor of 2.75. Direct Labor Costs used as a basis for payment shall be updated to current salary and wages paid to all Engineer's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, drafting personnel, specification writers, estimators, and other technical and business personnel; but does not include indirect payroll-related costs or fringe benefits.

The City shall pay Engineer's direct expenses incurred in providing services, including the cost of sub consultants, on the same basis as in the original Agreement.

The additional Fixed Fee for services in Amendment No. 2 shall be \$10,815 and the amended Total Fixed Fee, including the original engineering services agreement and all amendments executed to date, shall be \$63,112.

The City's total consideration, including fixed fee and expenses, for services in Amendment No. 2 shall be \$196,350, and the total Agreement including the original engineering services agreement and all amendments executed to date, shall be amended to not exceed \$850,819.

Section 3. Schedule

Schedule for completion shall be amended according to the schedule presented in Attachment 1.

CITY OF COEUR D'ALENE

HDR ENGINEERING, INC.

Mayor

Vice President

ATTEST:

ATTEST:

Susan K. Weathers, City Clerk

Vice President

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 1st day of September, 2009, before me, a Notary Public, personally appeared **Sandi Bloem** and **Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of September, 2009, before me, a Notary Public, personally appeared _____ and _____, known to me to be the _____ and _____, of HDR Engineering, 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 Idaho
Residing at
My Commission Expires:

AMENDMENT NO. 2

EXHIBIT A

**CITY OF COEUR D'ALENE WASTEWATER DEPARTMENT
ENGINEERING SERVICES
FOR
LOW PHOSPHORUS DEMONSTRATION PILOT FACILITY**

SCOPE OF SERVICES AND SCHEDULE

INTRODUCTION

The City of Coeur d'Alene is currently preparing to expand and upgrade its wastewater treatment plant in response to growth and new, very stringent effluent phosphorus discharge criteria. The draft NPDES permit requires an effluent limit as low as 50 µg TP/L in the summer months, or potentially lower pending resolution of the Spokane River dissolved oxygen TMDL which will dictate phosphorus (P), BOD, and ammonia nitrogen limits. Meeting these challenges requires substantial investment in additional treatment capacity and technology at the Coeur d'Alene Wastewater Treatment Plant. The water chemistry of both the wastewater influent and the Spokane River, specific to Coeur d'Alene, coupled with the Pacific Northwest climate greatly influences the appropriate selection of treatment processes to achieve extremely low effluent phosphorus concentrations. To aid in process selection and assist in the training of operations staff, the City is preparing a two year demonstration testing program that features the candidate treatment processes remaining from the wastewater facility planning and small scale pilot testing.

The treatment facilities in the demonstration pilot are to be operated year-round and will be located inside of a building, thus eliminating heat tracing, solving operational problems for small diameter piping, providing a warm environment for laboratory sampling and testing, and establishing a much needed garage/storage structure for long term plant operations and a permanent location for chemical scrubbing odor control facilities after the completion of the demonstration pilot.

The Low Phosphorus Demonstration Pilot Facility building is being constructed between Primary Clarifier 1 and Trickling Filter 2 in an area that currently serves as paved parking. Once constructed, the building will have an approximate footprint of 60-foot by 40-foot. Architectural features are limited since the building is interior on the site and needs to be built quickly. The building will have a concrete floor sloped to a trench drain that drains to a manhole north of the building location. Power and SCADA connection will be provided to the building. Potable water and 3W will be provided for chemical make-down, dilution water, etc. Space heating will be provided to maintain temperature at or above 55°F. Ventilation will be provided for up to 6 air changes per hour.

Initially, the building will house the CUMF, TMF, and MBR demonstration units and all of the associated equipment, samplers, chemicals, and operator's space. In the future, the two roll-up doors will serve as access to two truck storage bays.

The design and construction of the pilot facility was originally planned to involve the purchase of three major pieces of equipment and a small construction contract for installation. The scope of the project has increased substantially requiring greater amount of engineering coordination of equipment, piping, valving, electrical, and instrumentation in the building. As such, HDR has received a much greater number of submittals sent to the Engineer for review by the General Contractor and equipment vendors. For example, the original engineering services agreement included no reviews and responses to requests for information, no review or preparation of change proposal requests, and no review of pay requests or recommendations for payment. Also, a total of twelve shop drawing submittals for equipment procurement were included and no submittals were anticipated in the installation contract. To date, HDR has addressed over 58 shop drawing submittals, 28 requests for information, 4 change proposal requests, and 1 field order.

One amendment to the engineering services contract was executed in 2008 – Amendment #1. The focus of Amendment #1 was on the facility building construction. Amendment #1 to the engineering services agreement included some engineering services during construction, including processing pay requests, review of shop drawings, execution of project change proposal requests and change orders, three site visits, final inspection, and certification of substantial and final completion. Amendment #1 did not address the additional detailed submittal reviews involving the equipment supply and coordination effort with the installation contract. Amendment #1 also assumed that the City would contract for construction materials testing services. This Amendment #2 includes greater effort in coordinating the multiple, complex equipment and facilities and more efficient management of the materials testing subcontract by HDR.

Lastly, the control systems integration effort was excluded from the General Contractor's scope of work. Under this amendment, the engineering team assumes responsibility for this effort. By including control systems integration effort in the engineering services scope of work, and excluding the effort from the construction contract, the costs are offset from the General Contractor's bid price.

SCOPE OF WORK

The scope of work for this amendment includes construction observation and office engineering support during construction for the low phosphorus demonstration pilot facility.

Task 1100 – Construction Observation

Objective:

Provide onsite construction observation during critical periods of construction to enable timely completion and coordination of the facility construction.

Subtask 1101 – Resident Project Representative

HDR will provide the City of Coeur d'Alene Resident Project Representative(s) to assist in carrying out such responsibilities at the site. The Resident Project Representative is generally defined as having a representative on-site when Engineer determines that significant work is in progress.

The Resident Project Representative is responsible to serve as the City of Coeur d'Alene and engineer's liaison with the contractor. The Resident Project Representative is responsible for:

1. Schedule Reviews/Construction progress, Shop Drawing submission, schedule of values and other schedules prepared by the contractor. The resident project representative will consult with Engineer concerning their acceptability.
2. Conferences: Arrange schedule of progress meetings and other job conferences in consultation with Engineer and notify in advance those expected to attend. Attend meetings and maintain and issue copies of meeting notes.
3. Liaison: Serve as Engineer's liaison with contractor, working principally through Contractor's superintendent and assist him in understanding the intent of the Contract Documents. Assist the engineer in serving as Owner's liaison with contractor when contractor's operations affect the City of Coeur d'Alene's on-site operations.
4. As requested by engineer assist in obtaining from the City of Coeur d'Alene additional details or information, when required at the jobsite for proper execution of the Work.
5. Advise Engineer of known direct communications between the City of Coeur d'Alene and contractor.
6. Shop Drawings and Samples:
 - a. Receive and record date of receipt of Shop Drawings and samples which have been reviewed by the engineer.
 - b. Receive samples which are furnished at the site by Contractor for Engineer's review, and notify the engineer of their availability for examination.
 - c. Advise the Engineer and Contractor or his superintendent of the commencement of any Work requiring a Shop Drawing or sample submission if the submission has not been accepted by the engineer.
7. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - a. Conduct on-site observations of the Work in progress to assist the engineer in determining that the Project is in general accordance with the Contract Documents and the completed Work will conform to the Contract Documents.

- b. Report to the engineer when it is apparent that the Contractor's Work does not conform to the Contract Documents; or has been damaged; or does not meet the requirements of required inspections, tests or approvals. Advise the engineer when the Work should be corrected or rejected, or should be uncovered for observation, or requires special testing or inspection.
 - c. Verify that tests, equipment and systems startups and operating and maintenance instructions are conducted in accordance with the Contract Documents and in presence of the required personnel, and that contractor maintains adequate records. Observe, record, and report to the engineer appropriate details relative to the test procedures and startups.
8. Accompany the City of Coeur d'Alene and visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections, and report to Engineer.
9. Coordinate provision of on-site materials testing including soil compaction testing and concrete compressive strength testing.
10. Transmit clarification and interpretation of the Contract Documents as issued by Engineer to Contractor.
11. Consider and evaluate Contractor's suggestions for modifications in Drawings and Specifications and report them with recommendations to Engineer.
12. Records:
- a. Maintain files for correspondence; reports of job conferences; Shop Drawings and sample submissions; reproductions of original Contract Documents including addenda, change orders, field orders, and additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports and other Project-related documents.
 - b. Keep a diary or daily log book, recording hours on the jobsite, weather conditions, data relative to questions of extras or deductions, list of principal visitors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to Engineer.
 - c. Record names, addresses and telephone numbers of contractors, subcontractors and major suppliers of equipment and materials.
 - d. Advise Engineer if Contractor is not currently maintaining an up-to-date copy of Record Drawings at the site.
13. Reports:
- a. Furnish Engineer periodic reports of progress of the Work and of Contractor's compliance with the approved progress schedule, schedule of Shop Drawing submissions and other schedules.
 - b. Consult with Engineer before scheduled major tests, inspections, or start of important phases of the Work.
14. Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward them with

- recommendations to Engineer, noting particularly their relation to the schedule of values, work completed, and materials and equipment delivered at the site.
15. During the course of the Work, verify that guarantees, certificates, Operation and Maintenance manuals and other data required to be assembled and furnished by the contractor are applicable to the items actually installed; and deliver these data to the engineer for his review and forwarding to the City of Coeur d'Alene prior to final acceptance of the Work.
 16. Before the engineer issues a Certificate of Substantial Completion, submit to contractor a list of observed items requiring correction.

Subtask 1102 – Geotechnical and Materials Testing Services

- HDR will coordinate testing of the construction materials to be incorporated into the project as part of the construction contract. The Contractor will be required to provide testing from an independent testing agency for all materials imported for incorporation into the project. HDR, through an established sub-consultant, will provide testing of in-situ materials to be used during construction or materials control verification using the services of the sub-consultant's Coeur d'Alene testing lab and local engineering staff, including provision of the following services:
 - *Concrete strength, air content and slump*
 - *Embankment (backfill), trench backfill, and gravel and pavement densities*
 - *Aggregate gradations*
 - *Asphalt concrete plant mix strength, flow and asphalt content and core samples*
- HDR will conduct the required on-site testing using the Contractor provided initial materials control tests for all imported materials, or coordinate the Contractor provided compaction testing throughout the project, utilizing the materials testing data provided as noted above. The type and frequency of tests will be specific to the construction and will be conducted in a manner to develop a good verification that the compaction requirements are being met. HDR will coordinate the provision of testing reports and will make recommendation to the City as to the acceptability of the work.

City Involvement:

- Provide special testing of structural steel welds as necessary.
- Participation in construction meetings as necessary.

Assumptions:

- No more than 252 hours of Resident Project Representative time will be required for the services in this task.
- To save on cost, Resident Project Representative will only be available during critical periods of construction activity and will not be required on a fulltime basis.

Deliverables:

- Onsite construction observation during periods when Engineer determines that significant work is in progress.
- Documentation of meeting notes, field reports, recommendations for payment, and final construction punchlist..
- Results of construction and materials testing and recommendations for acceptance or rejection of Contractor's work.

Task 1200 – Engineering Support during Construction

Objective:

Provide engineering support during construction for the city's assurance of quality construction and schedule progression.

Subtask 1201 – Engineering Administration

- HDR will consult with and advise the City of Coeur d'Alene as set forth in the engineering services contract. The City of Coeur d'Alene's instructions to the contractor will be issued through HDR, who will have limited authority to act on behalf of the City of Coeur d'Alene to the extent provided in the said Standard Documents except as otherwise provided in writing, and herein modified.
- HDR senior engineers will make periodic visits to the site to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents.
- HDR senior engineers will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work and will not be responsible for the construction means, methods, techniques, sequences, or procedures, or the safety precautions incident thereto.
- HDR will help the City of Coeur d'Alene determine that the completed project generally conforms to the requirements of the Contract Documents, but will not be responsible for the contractor's failure to perform the construction work in accordance with the Contract Documents.
- During such visits and on the basis of on-site observations, HDR will keep the City of Coeur d'Alene informed as to the general progress of the work, will endeavor to alert the City regarding noted defects and deficiencies in the work of the contractor, and may disapprove or reject work as failing to conform to the Contract Documents.
- These services will be performed in conformance with the standards of the industry for this type of periodic construction observation.
- HDR may disapprove or reject contractor's work while it is in progress if it is believed that such work will not produce a completed project that conforms generally to the Contract Documents or that it will undermine the function of the design concept of the project as reflected in the Contract Documents.
- HDR will review and approve or take other appropriate action with respect to Shop Drawings, samples and other data which Contractor is required to submit,

- but only for general conformance with design concept of the project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety programs and precautions incident thereto.
- HDR will evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor. Approval of Shop Drawings with substituted materials, and equipment does not make the engineer responsible for contractor compliance with the Contract Documents.
 - As the City of Coeur d'Alene's representative, HDR may require special inspection or testing of the work and receive and review certificates of inspections, testing and approvals required by the Contract Documents to determine that their content generally complies with the requirements of, and the results certified indicate compliance with, the Contract Documents.
 - HDR will act as initial interpreter of the requirements of the Contract Documents and the acceptability of the Contractor's work. HDR will advise the City of Coeur d'Alene on all claims of the City and contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. HDR will not be liable for the results of any such interpretations or advice. These services will be performed in accordance with the standards of the industry for this work and within the limits of the professional services agreement between HDR and the City of Coeur d'Alene.
 - HDR will obtain the City of Coeur d'Alene's approval prior to issuing written clarifications, interpretations, or field orders which will affect the Contract Price or Contract Time.
 - HDR will represent the City of Coeur d'Alene in disputes with the contractor and will not render decisions concerning disputes, claims or other matters which have not been reviewed and approved by the City.
 - Change Orders will be reviewed and approved by the City of Coeur d'Alene prior to the HDR issuing them to the contractor.
 - Based on HDR's on-site observations and review of the contractor's applications for payment and supporting data, HDR will determine the amount owing to contractor and recommend in writing payments to the Contractor in such amounts. Such recommendations of payment will constitute a representation to the City of Coeur d'Alene based on such observations and review, that the work has progressed to the point indicated and that, to the best of HDR's knowledge, information and belief, the quality of the work is in accordance with the Contract Documents.
 - Prior to determining estimated quantities and classifications of Unit Price Work or the estimated percentage of Lump Sum Work performed by the contractor, HDR will review and receive the City of Coeur d'Alene's approval of estimated quantities, classifications or estimated percentage.
 - HDR will receive and review maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and tests and approvals of equipment which are to be provided by the contractor in accordance with the Contract

Documents. Determine that their content generally complies with the requirements of the Contract Documents and transmit them to the City of Coeur d'Alene with written comments.

- HDR will conduct a construction review to determine if the work is substantially completed and conduct a final construction review to determine if the completed work is acceptable so that HDR may recommend, in writing, final payment to Contractor and may give written notice to the City of Coeur d'Alene and Contractor that the work is acceptable, subject to any conditions therein expressed. The City of Coeur d'Alene will review and approve Final Payment Application, Certificates of Occupancy, or Certificates of Substantial Completion prior to issuance by the engineer.
- HDR will conduct monthly construction meetings at the construction site(s). A monthly status memorandum with meeting minutes will be prepared. HDR will also conduct a final inspection of the project jointly with representatives of the City and any federal and state agencies having jurisdiction and submit a written report recommending final settlement of the contract(s). HDR will provide a declaration of construction completion in accordance with Idaho State Department of Environment Quality (IDEQ) requirements.

Subtask 1202 – Record Drawings

- Prepare final record drawings and maintain communication, data architecture and control system configuration drawings and data, which conform to construction records and furnish the City with an electronic copy of the final.
- Provide the City one set of record drawings on 22 IN x 34 IN reproducible sheets, one sheet set hard copy, as well as one set of record drawings in electronic format for use with AutoCAD Version 2008.
- One complete set of .pdf format drawings will also be developed for use at the treatment plant site and City Engineering office.
- These drawings will be based on construction records provided by the Contractor, City and on-site resident project representatives.
- Complete the record drawings within three months of the date of receipt of all of the marked-up prints and other necessary data from the Contractor.

City Involvement:

- Forward applications for payment, submittals, requests for information, or any other correspondences from the Contractor to Engineer in a timely manner.

Assumptions:

- No more than 80 hours of CAD technician time, 20 hours of project administrative assistant time, 160 hours of project engineer time will be required for preparation of record drawings.
- No time is budgeted in this amendment for HDR's Technical Director of Wastewater or Operations Specialist to be in addition to the time budgeted in the original engineering services agreement.

- One site visit with HDR's project manager, two site visits by HDR's project engineer, and one site visit by HDR's quality control reviewer will be required during the execution of this task. Where possible, travel will be combined with other project activities.

Deliverables:

- Alerts to the City regarding noted defects and deficiencies in the work of the contractor.
- Shop drawing reviews and approvals.

Task 1300 – Control Systems Integration

Objective:

Integrate the controls provided by the three packaged vendor-provided systems with an installation contractor-provided "common" control/SCADA system for controlling feed pumps and other components which are common to the facility, and prepare the standalone Common System PLC/SCADA system with remote accessibility for Owner and Consultant to monitor the pilot system.

Subtask 1301 – Control Systems Integration Services

- Coordination with the packaged equipment vendors and project team. Pilot Test SCADA System is a standalone system, with the exception of minimal interface to the existing plant SCADA system related to influent flow measurements.
- Provide programming of the Common System PLC.
- Provide programming of the Common System OIT/SCADA.
- Provide shop testing of Common System PLC/SCADA.
- Provide functional system testing.
- Configure and test data acquisition, management, and reporting.
- Prepare for and provide operator training.

Subtask 1302 – Construction Phase Services

- Field checkout of inputs/outputs to Common System PLC panel.
- Onsite functional testing of Common System PLC/SCADA.

Subtask 1303 – Ongoing Instrumentation and Control Support Services

- Various weekly support services throughout the two year project for SCADA system software modifications, "data mining" and maintenance.

City Involvement:

- Provide operational support to control data acquisition and data management during the pilot.

Assumptions:

- The majority of this work effort will be provided by subconsultant, Trindera Engineering, with technical review by HDR’s instrumentation and controls engineers and coordination by HDR’s project manager.
- One site visit for one day by HDR’s instrumentation and controls engineer or project manager will be required during the execution of this task. Where possible, travel will be combined with other project activities.
- No time will be provided on this task for HDR’s process designer and operations specialist since time for these individuals is provided in the original engineering services agreement.

Deliverables:

- Integrated local and pilot level PLC/SCADA system.

SCHEDULE

The construction Notice to Proceed (NTP) was issued to the General Contractor on May 28, 2009. Assuming a notice to proceed for this Amendment #2 of September 2, 2009, the project schedule is as follows:

Task	Description	Schedule
1100	Construction Observation	NTP to 18 weeks
1200	Engineering Support During Construction	NTP to 21 weeks
1300	Control Systems Integration	8 weeks to 18 weeks

COMPENSATION

The City’s total consideration, including fixed fee and expenses for services in Amendment No. 2 shall be \$196,350. The total Agreement, including the original engineering services agreement and all amendments executed to date, shall be amended to not exceed \$850,819 without an amendment which significantly changes the services to be provided.

The additional Fixed Fee for services in Amendment No. 2 shall be \$10,815 and the amended Total Fixed Fee, including the original engineering services agreement and all amendments executed to date, shall be \$63,112.

An estimated task-by-task breakdown of project costs is attached.

Consultant shall invoice City monthly for Consultant’s services. Invoices shall itemize costs incurred for each task identified in the scope of work. No narrative report outlining the project status shall be required for this project. As short summary project status memorandum will be provided with each invoice.

AMENDMENT #2

EXHIBIT B

CITY OF COEUR D'ALENE WASTEWATER DEPARTMENT
ENGINEERING SERVICES
FOR
LOW PHOSPHORUS DEMONSTRATION PILOT FACILITY

Exhibit B - Coeur d'Alene Low Phosphorus Demonstration Pilot Engineering Services Budget Summary						
TASK	HDR DIRECT LABOR	HDR INDIRECT LABOR	EXPENSES	SUB-CONSULTANTS	FIXED FEE	TOTAL
1100 - Construction Observation	\$ 13,662.16	\$ 23,908.78	\$ 17,415.00	\$ 13,984.95	\$ 4,508.51	\$ 73,479.40
1200 - Engineering Support during Construction	\$ 17,114.16	\$ 29,949.78	\$ 5,084.80	\$ 10,940.13	\$ 5,647.67	\$ 68,736.54
1300 - Systems Integration	\$ 1,996.72	\$ 3,494.26	\$ 1,005.80	\$ 46,978.50	\$ 658.92	\$ 54,134.19
TOTAL COMPENSATION						\$ 196,350

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: August 10th, 2009
FROM: Jim Markley: Superintendent, Water Department
SUBJECT: **Membership in the water utility mutual aid network (IdWARN).**

=====

DECISION POINT: Staff is requesting Council authorization to enter into a mutual aid agreement in the IdWARN system with other water utilities in the state of Idaho.

HISTORY:

Water utilities help each other out during emergencies. On occasion local utilities will contact each other needing a particular fitting, an odd sized pipe, or even a special tool. We lend parts, equipment and expertise on a fairly regular basis and have borrowed those same kinds of items from others. This has always been accomplished informally and has worked well. State and Federal agencies are codifying these “gentlemen’s agreements” into a series of statewide Water Agency Response Networks (WARN). The version for Idaho is called, IdWARN. Membership does not require you to provide assistance; it just puts you on a contact list.

FINANCIAL ANALYSIS:

This program will have no impact on the budget. If we have spare parts or equipment available to another district to help them during an emergency we will require them to reimburse us or to provide a replacement of the item.

PERFORMANCE ANALYSIS:

Membership in the IdWARN system will not change the way we do business, it merely formalizes what we have done in the past. The first time we are able to locate a spare part for an oddball item through the network, it will have justified its existence many times over.

QUALITY OF LIFE ANALYSIS:

Membership will help us be better able to maintain and repair items in our water system. It will help us meet our goal of providing uninterrupted service to our customers.

DECISION POINT/RECOMMENDATION:

Staff requests that the Committee recommends that Council enter into the IdWARN agreement for mutual aid between Coeur d’Alene and other water utilities statewide.



Idaho disasters such as the 1983 Challis earthquake and the 1976 Teton Dam flood, along with recent events such as 9/11 and Hurricane Katrina, have highlighted the need for water and wastewater utilities to create intrastate mutual aid and assistance programs. Mutual aid programs are critical to utility systems for many reasons:

- Utilities require specialized resources to sustain operations during disasters.
- Government response agencies and critical infrastructure rely on water supplies.
- Utilities must provide their own support until state and federal resources become available.
- Large events impact regional areas, making assistance from nearby utilities impractical.
- Disasters impact utility employees and their families, as well as customers.
- Agreements must be established before disasters occur to be eligible for federal reimbursement.
- Promotion of mutual aid and assistance meets Department of Homeland Security requirements.

IDWARN Interim Steering Committee

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Idaho Water/Wastewater Agency Response Network

Utilities Helping Utilities



IDWARN Network Mission
 To promote statewide emergency preparedness, disaster response, and mutual assistance for public and private water/wastewater utilities.

An ounce of prevention is worth a pound of cure.
 – Benjamin Franklin

Why Should My Agency Join IDWARN?

- A single agreement provides access to all member utilities statewide.
- Access to specialized resources is enhanced.
- Increased planning and coordination become available.
- Arrival of aid is expedited.
- IDWARN is consistent with the National Incident Management System (NIMS).
- Administrative conflict is reduced.
- An agreement is provided containing indemnification and workers' compensation provisions to protect participating utilities. Provisions for cost reimbursement are also included.
- A list of emergency contacts and available resources is provided.
- Response to any incident is voluntary.
- Probability of quick recovery increases.



Idaho Water/Wastewater Agency Response Network

The *Utilities Helping Utilities* concept gives water/wastewater utilities the opportunity to be more resilient during disaster response and recovery.

Because disasters transcend political jurisdictional boundaries, multi-utility coordination is crucial to protect lives and property and to facilitate the efficient use of available assets, both public and private.



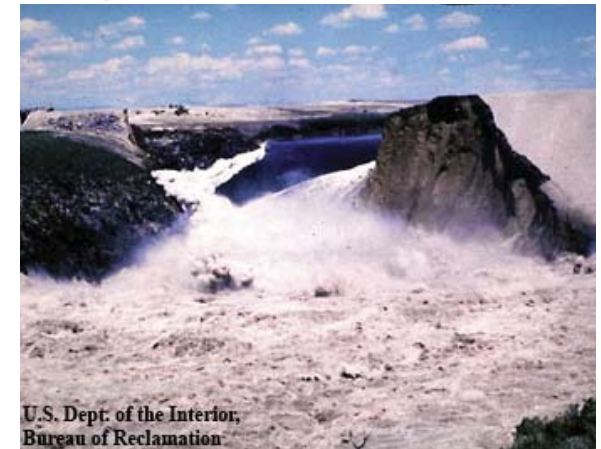
Challis earthquake damage, 1983

IDWARN is designed to provide quick and professional assistance in any situation that overwhelms the capabilities of a water/wastewater utility.

No formal declaration of emergency is needed, and assistance can take the form of personnel, equipment, materials, or services.

A member utility may request deployment of emergency support to restore critical operations at the affected water/wastewater utility.

Member agencies are never obligated to respond.



Teton Dam flood, 1976

IDWARN Supporters

American Water Works Association
Association of Metropolitan Water Agencies
Association of State Drinking Water Administrators
Idaho Bureau of Homeland Security
Idaho Department of Environmental Quality
Association of State and Interstate Water Pollution Control Administrators

National Association of Water Companies
National Rural Water Association
U.S. Environmental Protection Agency
Water Environment Federation

**MUTUAL AID AND ASSISTANCE AGREEMENT
FOR
THE IDAHO INTRASTATE WATER/WASTEWATER AGENCY RESPONSE
NETWORK (IDWARN)**

This Mutual Aid and Assistance Agreement for the Idaho Intrastate Water/Wastewater Agency Response Network (this "Agreement") is made and entered into by public and private water and wastewater utilities and other interested parties that have, by executing this Agreement, manifested their intent to participate in the Program.

RECITALS

A. Idaho Code section 67-2335 authorizes one or more public agencies to contract to perform any governmental service, activity or undertaking which each public agency entering into the contract is authorized by law to perform.

B. Insuring that water and wastewater systems provide and maintain water and wastewater services that promote the safety, health, comfort and convenience of the residents and visitors of Idaho communities is a fundamental function of government.

C. Utilities in Idaho have a duty to provide and maintain their service to promote the safety, health, comfort and convenience of patrons, employees, and the public.

D. The private and public entities executing this Agreement receive a reciprocal benefit by establishing processes to provide and receive assistance in advance of an emergency.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and obligations set forth in this Agreement, and the recitals set forth above, which are incorporated herein as if set forth in full, the parties agree as follows.

**ARTICLE 1.
PURPOSE**

Recognizing that emergencies may require aid or assistance in the form of personnel, equipment, and supplies from outside the area of impact, the signatory utilities hereby establish the Program. Through the Program, Members coordinate response activities and share resources during emergencies. This Agreement sets forth the procedures and standards for the administration of the Program.

ARTICLE II.
DEFINITIONS

- A. Authorized Official: An employee or officer of a Member that is authorized to:
1. Request assistance;
 2. Offer assistance;
 3. Refuse to offer assistance; or,
 4. Withdraw assistance under this Agreement.
- B. Emergency: A natural or human caused event or circumstance causing, or imminently threatening to cause, loss of life, injury to person or property, human suffering or financial loss, and includes, but is not limited to, fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or releases of oil or hazardous material, contamination, utility or transportation emergencies, disease, blight, infestation, civil disturbance, riot, international acts, sabotage and war that is, or could reasonably be beyond the capability of the services, personnel, equipment and facilities of a Program Member to fully manage and mitigate internally.
- C. Members:
1. Member. Any public or private water or wastewater utility that manifests intent to participate in the Program by executing this Agreement.
 2. Associate Member: Any non-utility participant approved by the Statewide Committee that provides a support role for the Program, is a member of the Statewide Committee established under Article III, and that has executed this Agreement as an Associate Member.
 3. Requesting Member: A Member who requests aid or assistance under the Program.
 4. Responding Member: A Member who requests aid or assistance under the Program.
 5. Non-responding Member: A Member or Associate Member that does not provide aid or assistance during a Period of Assistance under the Program.
- D. Confidential Information: Any document shared with any signatory of this Agreement that is marked confidential, including but not limited to any map, report, notes, papers, opinion, or e-mail which relates to the system vulnerabilities of a Member or Associate Member.
- E. Period of Assistance: A specified period of time when a Responding Member assists a Requesting Member. The period commences when personnel, equipment, or supplies depart from Responding Member's facility and ends when the personnel, equipment, or supplies return

to such facility (portal to portal). All protections identified in the Agreement apply during this period. The Period of Assistance may occur during response to or recovery from an Emergency.

F. Program. The interstate program for mutual aid and assistance established by this Agreement.

G. National Incident Management System (NIMS): A national, standardized approach to incident management and response that sets uniform processes and procedures for emergency response operations.

ARTICLE III. ADMINISTRATION

The Program shall be administered through a Statewide Committee. The Statewide Committee, under the leadership of an elected chairperson, shall meet at least annually to address Program issues. The Statewide Committee shall also meet at least annually to review emergency preparedness and response procedures. The Statewide Committee shall represent the interests of the Members and Associate Members. In addition, the Statewide Committee includes representatives from the following:

United States Environmental Protection Agency (USEPA); American Water Works Association (AWWA); Federal Bureau of Investigation (FBI); Idaho Department of Environmental Quality (IDEQ); Idaho Air National Guard; Bureau of Homeland Security (BHS); Idaho Rural Water Association (IRWA); Idaho Emergency Management Association (IEMA).

Under the leadership of the chairperson, the Statewide Committee members shall plan and coordinate emergency planning and response activities for the Program. At its first meeting, the Statewide Committee shall establish initial membership of the committee and procedures for administration of the Statewide Committee, including meeting procedures and voting procedures.

ARTICLE IV. PROCEDURES

In coordination with the Idaho emergency management and the Idaho public health system, the Statewide Committee shall develop operational and planning procedures for the Program. The procedures shall be reviewed at least annually and updated as needed by the Statewide Committee.

ARTICLE V. REQUESTS FOR ASSISTANCE

A. Member Responsibility. Members shall identify an Authorized Official and alternates; provide contact information including twenty-four hour access; and, maintain resource

information that may be available from the Member for mutual aid and assistance response. The contact information shall be updated annually, or when changes occur, and provided to the Statewide Committee.

In the event of an Emergency, a Member's Authorized Official may request mutual aid and assistance from a participating Member. Requests for assistance can be made orally or in writing. When made orally, the request for personnel, equipment or supplies shall be prepared in writing as soon as practicable. Requests for assistance shall be directed to the Authorized Official of the participating Member. Specific protocols for requesting aid shall be provided in the procedures prepared under Article IV.

B. Response to a Request for Assistance. Members are not obligated to respond to a request. After a Member receives a request for assistance, the Authorized Official will evaluate whether or not to respond, whether resources are available to respond, or if other circumstances would hinder response. Following the evaluation, the Authorized Official shall inform, as soon as possible, the Requesting Member whether it will respond. If the Member is willing and able to provide assistance, the Member shall inform the Requesting Member about the type of available resources and the approximate arrival time of such assistance.

C. Discretion of Responding Member's Authorized Official. Execution of this Agreement does not create any duty to respond to a request for assistance. When a Member receives a request for assistance, the Authorized Official shall have sole and absolute discretion as to whether or not to respond, or the availability of resources to be used in such response. An Authorized Official's decisions on the availability of resources shall be final.

ARTICLE VI. **RESPONDING MEMBER PERSONNEL**

A. National Incident Management System. When providing assistance under this Agreement, the Requesting Member and the Responding Member shall be organized and shall function under the National Incident Management System.

B. Control. While employees so provided may be under the supervision of the Responding Member, the Responding Member's employees come under the direction and control of the Requesting Member, consistent with the NIMS Incident Command System to address the needs identified by the Requesting Member. The Requesting Member's Authorized Official shall coordinate response activities with the designated supervisor(s) of the Responding Member(s). The Responding Member's designated supervisor(s) must keep accurate records of work performed by personnel during the specified Period of Assistance.

C. Food and Shelter. Whenever practical, Responding Member personnel must be self sufficient for up to seventy-two (72) hours. When possible, the Requesting Member shall supply reasonable food and shelter for Responding Member personnel. If the Requesting Member is unable to provide food and shelter for Responding Member personnel, the Responding Member's designated supervisor is authorized to secure the resources necessary to meet the

needs of its personnel. Except as provided below, the cost for such resources must not exceed the per diem reimbursement rates published by the State of Idaho Board of Examiners for the applicable period and location. To the extent food and shelter costs exceed Board of Examiners' per diem rates, the Responding Member must demonstrate that the additional costs were reasonable and necessary under the circumstances. Unless otherwise agreed to in writing, the Requesting Member remains responsible for reimbursing the Responding Member for all reasonable and necessary costs associated with providing food and shelter, if such resources are not provided by the Requesting Member.

D. Communication. The Requesting Member shall provide Responding Member personnel with radio equipment as available, or radio frequency information to program existing radios, in order to facilitate communications with local responders and Member personnel.

E. Status. Unless otherwise provided by law, the Responding Member's officers and employees retain the same privileges, immunities, rights duties and benefits provided in their respective jurisdictions.

F. Licenses and Permits. To the extent permitted by law, Responding Member personnel that hold licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during the specified Period of Assistance.

G. Right to Withdraw. The Responding Member's Authorized Official retains the right to withdraw some or all of its resources at any time for any reason in the Responding Member's sole and absolute discretion. Notice of intention to withdraw must be communicated to the Requesting Member's Authorized Official as soon as is practicable under the circumstances.

ARTICLE VII. **COST REIMBURSEMENT**

The Requesting Member shall reimburse the Responding Member for each of the following categories of costs incurred during the specified Period of Assistance as agreed in whole or in part by both parties; provided, that any Responding Member may assume in whole or in part such loss, damage, expense, or other cost, or may loan such equipment or donate such services to the Requesting Member without charge or cost when permitted by law to make such donation.

A. Personnel. The Responding Member shall be reimbursed by the Requesting Member for personnel costs incurred for work performed during the specified Period of Assistance. Responding Member personnel costs shall be calculated according to the terms provided in their employment contracts or other conditions of employment. The Responding Member's designated supervisor(s) must keep accurate records of work performed by personnel during the specified Period of Assistance. Requesting Member reimbursement to the Responding Member should consider all personnel costs, including salaries or hourly wages, costs for fringe benefits, and indirect costs.

B. Equipment. The Requesting Member shall reimburse the Responding Member for the use of equipment during the specified Period of Assistance, including, but not limited to, reasonable rental rates, all fuel, lubrication, maintenance, transportation, and loading and unloading of loaned equipment. All equipment shall be returned to the Responding Member in good working order as soon as is practicable and reasonable under the circumstances. As a minimum, rates for equipment use must be based on the Federal Emergency Management Agency's (FEMA) Schedule of Equipment Rates. If a Responding Member uses rates different from those in the FEMA Schedule of Equipment Rates, the Responding Member must provide such rates orally or in writing to the Requesting Member prior to supplying the equipment. Mutual agreement on which rates are used must be reached in writing prior to dispatch of the equipment. Reimbursement for equipment not referenced on the FEMA Schedule of Equipment Rates must be developed base on actual recovery of costs. If Responding Member must lease a piece of equipment while its equipment is being repaired, Requesting Member shall reimburse Responding Member for such rental costs.

C. Materials and Supplies. The Requesting Member must reimburse the Responding Member in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. The Responding Member must not charge direct fees or rental charges to the Requesting Member for other supplies and reusable items that are returned to the Responding Member in a clean, damage-free condition. Reusable supplies that are returned to the Responding Member with damage must be treated as expendable supplies for purposes of cost reimbursement.

D. Payment Period. The Responding Member must provide an itemized bill to the Requesting Member for all expenses incurred by the Responding Member while providing assistance under this Agreement. The Requesting Member must send the itemized bill not later than ninety (90) days following the end of the Period of Assistance. The responding Member may request additional periods of time within which to submit the itemized bill, and Requesting Member shall not unreasonably withhold consent to such request. The Requesting Member must pay the bill in full on or before the forty-fifth (45th) day following the billing date. The Requesting Member may request additional periods of time within which to pay the itemized bill, and Responding Member shall not unreasonably withhold consent to such request, provided, however, that all payment shall occur not later than one (1) year after the date a final itemized bill is submitted to the Requesting Member.

E. Records. Unless prohibited by law, each Responding Member and their duly authorized representatives shall have access to a Requesting Member's books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. Unless prohibited by law, each Requesting Member and their duly authorized representatives shall have access to a Responding Member's books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. Such records shall be maintained for at least three (3) years or longer where required by law.

ARTICLE VIII.
DISPUTES

If any controversy or claim arises out of, or relates to the execution of the Agreement, including but not limited to alleged breach of the Agreement, the disputing Members shall first attempt to resolve the dispute by negotiation.

ARTICLE IX.
REQUESTING MEMBER'S DUTY TO INDEMNIFY

Members who are public entities shall be subject to this Article only to the extent permitted by law. Specifically, the duty of a public entity to defend, indemnify or hold harmless any party shall not be extended beyond the appropriation of expenditures for such duty as required by law, including Idaho Code section 59-1015 and Article VIII, Section 4 of the Idaho Constitution. Further, the liability of a public entity shall not be increased by this Article beyond the extent required by the Idaho Tort Claims Act, Idaho Code title 6 chapter 9.

The Requesting Member who is not a public entity shall assume, to the extent allowed by the Idaho Public Utilities Commission, the defense of, and fully indemnify and hold harmless the Responding Member, its officers and employees, from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from Responding Member's work during a specified Period of Assistance. The scope of the Requesting Member's duty to indemnify includes, but is not limited to, suits arising from, or related to negligent or wrongful use of equipment or supplies on loan to the Requesting Member, or faulty workmanship or other negligent acts, errors or omissions by Requesting Member or the Responding Member personnel.

The Requesting Member's duty to indemnify is subject to, and shall be complied consistently with, the conditions set forth in Article X.

ARTICLE X.
SIGNATORY INDEMNIFICATION

Members who are public entities shall be subject to this Article only to the extent permitted by law. Specifically, the duty of a public entity to defend, indemnify or hold harmless any party shall not be extended beyond the appropriation of expenditures for such duty as required by law, including Idaho Code section 59-1015 and Article VIII, Section 4 of the Idaho Constitution. Further, the liability of a public entity shall not be increased by this Article beyond the extent required by the Idaho Tort Claims Act, Idaho Code title 6 chapter 9.

In the event of liability, claim, demand, action, or proceeding of whatever kind or nature arising out of a specified Period of Assistance, the Members who are not public entities and receive and provide assistance shall, to the extent allowed by the Idaho Public Utilities Commission, have a duty to defend, indemnify, save and hold harmless all Non-responding

Members, their officers, agents and employees from any liability, claim, demand, action, or proceeding of whatever kind or nature arising out of a Period of Assistance.

ARTICLE XI.
WORKER'S COMPENSATION CLAIMS

The Responding Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees. The Requesting Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees.

ARTICLE XII.
NOTICE

A party who becomes aware of a claim or suit that in anyway, directly or indirectly, contingently or otherwise, affects or might affect other Members or Associate Members of this Agreement shall provide prompt and timely notice to the Members or Associate Members who may be affected by the suit or claim. Each Member and Associate Member reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

ARTICLE XIII.
INSURANCE

Members of this Agreement shall maintain an insurance policy or maintain a self insurance program that covers activities that it may undertake by virtue of membership in the Program.

ARTICLE XIV.
CONFIDENTIAL INFORMATION

To the extent authorized by law, including the Idaho Public Records Laws, Idaho Code sections 9-337 through 9-350, any Member or Associate Member shall maintain the strictest confidence and shall take all reasonable steps necessary to prevent the disclosure of any Confidential Information disclosed under this Agreement. If any Member, Associate Member, third party or other entity request or demands, by subpoena or otherwise, that a Member or Associate Member disclose any Confidential Information disclosed under this Agreement, the Member or Associate Member shall immediately notify the owner of the Confidential Information and shall take all reasonable steps necessary to prevent the disclosure of any Confidential Information by asserting all applicable rights and privileges with respect to such information and shall cooperate fully in any judicial or administrative proceeding relating thereto.

ARTICLE XV.
EFFECTIVE DATE

This Agreement shall be effective after the applicant's authorized representative executes this Agreement and the Statewide Committee receives and approves the admission of the applicant. The Statewide Committee chair shall maintain a master list of all Members and Associate Members of the Program.

**ARTICLE XVI.
WITHDRAWAL**

A Member or Associate Member may withdraw from this Agreement by providing written notice of its intent to withdraw to the Statewide Committee chair. Withdrawal takes effect sixty (60) days after the Statewide Committee chair receives notice. Withdrawal from this Agreement shall in no way affect a Requesting Member's duty to reimburse a Responding Member for cost incurred during a Period of Assistance, which duty shall survive such withdrawal.

**ARTICLE XVII.
MODIFICATION**

No provision of this Agreement may be modified, altered or rescinded by individual parties of this Agreement. Modifications to this Agreement may be due to programmatic operational changes to support the Agreement, legislative action, creation of an interstate aid and assistance agreement, or other developments. Modifications require a simple majority vote of the Members. The Statewide Committee chair must provide written notice to all Members and Associate Members of approved modifications to this Agreement. Approved modifications take effect sixty (60) days after the date upon which notice is sent to the Members and Associate Members.

**ARTICLE XVIII.
SEVERABILITY**

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced if the Agreement did not contain the particular term or provision held to be invalid.

**ARTICLE XIX.
PRIOR AGREEMENTS**

This Agreement supersedes all prior Agreements between Members to the extent that such prior Agreements are inconsistent with this Agreement.

**ARTICLE XX.
MISCELLANEOUS**

- A. No Third Party Beneficiaries. This Agreement is for the sole benefit of the Members and no person or entity has any rights under this Agreement as a third party beneficiary.
- B. Assignment Prohibited. No party may assign benefits or delegate duties created by this Agreement and such assignments and delegations are without effect.
- C. No Authority to Bind Other Parties or Partnership. Neither the Program nor any party has the authority to enter into contracts or agreements on behalf of one or more parties to this Agreement. This Agreement does not create a partnership between the parties and nothing contained herein shall be interpreted to create an employer-employee, master-servant, a joint venture, or principal-agent relationship between any party in any respect.

ARTICLE XII.
INTRASTATE AND INTERSTATE
MUTUAL AID AND ASSISTANCE PROGRAMS

To the extent practicable, Members of this Agreement shall participate in mutual aid and assistance activities conducted under the Program and the Interstate Emergency Management Assistance Compact (EMAC). Members may voluntarily agree to participate in an interstate mutual aid and assistance program for water and wastewater utilities through this Agreement if such a program were established.

IN WITNESS WHEREOF, the Members and Associate Members executing a signature page attached hereto have entered into this Agreement effective as set forth in Article XV above. This Agreement may be executed in counterparts by the execution of signature pages. Each such counterpart shall be deemed as an original all of which together with the terms herein shall be considered one and the same Agreement.

[Signature Pages Follow]

SIGNATURE PAGE

**MUTUAL AID AND ASSISTANCE AGREEMENT FOR THE IDAHO INTRASTATE
WATER/WASTEWATER AGENCY RESPONSE NETWORK (IDWARN)**

(Organization Name)

By _____
Its _____

Date: _____

SIGNATURE PAGE

**MUTUAL AID AND ASSISTANCE AGREEMENT FOR THE IDAHO INTRASTATE
WATER/WASTEWATER AGENCY RESPONSE NETWORK - 11
040208 1230**

PUBLIC WORKS COMMITTEE STAFF REPORT

DATE: August 24, 2009
FROM: David E. Shults, Capital Program Manager *DES*
SUBJECT: WWTP Phase 5B Contractor Prequalification Procedures

DECISION POINT:

The City Council is requested to authorize a prequalification process for identifying contractors that are eligible for bidding on the construction of the planned improvements for WWTP Phase 5B. The process and procedures are to be well-founded and relevant to determining whether those contractors bidding on this project are responsible contractors who are qualified to do the work.

HISTORY:

The underlying requirement for awarding a contract to a public works contractor in Idaho is that the award must be given to the lowest, responsive and responsible bidder. The determination of responsiveness and responsibility is oftentimes made by a public agency after bids are received. Review of a contractor's qualifications can be rushed and influenced by the presence of a low bid. Thoughts of rejecting the low bid always include the possibility that the contractor will protest because of a feeling of ownership of the contract work that could result in legal proceedings and project delays. Many agencies and communities have experienced the problems associated with award to a contractor who has proven to be inexperienced or unqualified to do the work.

The City Council authorized staff and HDR Engineering to develop procedures for the previous Phase 4B project that allowed early determination that the contractors who submit bids were responsible and qualified to accomplish the work. The complex project involved many specialized trades working in a very confined area among critical treatment processes that were to be maintained to avoid unapproved wastewater discharges to the Spokane River. The prequalification procedures were developed and administered to assure that the information requested from the contractors is relevant to the determination that the contractor is a responsible contractor capable of completing this project according to its specifications, and that the process is objective in determining an acceptable level of responsibility and experience.

HDR Engineering and city staff believe that the next significant wastewater utility project, WWTP Phase 5B, should also have the benefits of a similar contractor prequalification process that complies with the latest Idaho code, and requests authorization to proceed.

FINANCIAL ANALYSIS:

HDR's authorized cost ceiling for design of Phase 5A and 5B includes a task for developing the prequalification procedures and assisting with the review of contractor applications. These preliminary tasks are intended to avoid the costs and delays associated with a contractor mismatch on the \$14 million project.

DISCUSSION:

The procedures developed by HDR and city staff are intended to follow Idaho code for prequalification procedures that promote objectivity and uniformity in the determination of qualifications and

responsibility. They are believed to be sufficient to exclude truly unqualified contractors who have a history of responsibility issues. The procedures include an appeal process that is intended to further promote fairness. Staff believes that authorization to conduct the prequalification process will help to promote informed bids from qualified contractors, and will reduce the risk of time –consuming bid process irregularities.

DECISION POINT/RECOMMENDATION:

The City Council is requested to authorize a prequalification process for identifying contractors that are eligible for bidding on the construction of the planned improvements for WWTP Phase 5B. The process and procedures are to be well-founded and relevant to determining whether those contractors bidding on this project are responsible contractors who are qualified to do the work.

des1330

**GENERAL SERVICES
STAFF REPORT**

August 24, 2009

From: Doug Eastwood, Parks Director

RE: APPOINTMENTS TO NEW PARKS COMMITTEE

Decision Point: Recommend to City Council to appoint the following people; Kris Buchler, Richard Graham, Diane Hickerson, David Konigsberg, June McLain, William Singleton, and Tom Messina to a new ad-hoc parks committee which will be named after the committee is established and pending an ordinance establishing a permanent standing committee.

History: The CDA Park System has grown to more than 200 acres of open space and natural areas with rumors of interest that more could be donated. Our open space and natural areas are valuable assets to the every citizen and visitor and by establishing an advisory committee to assist with the long term management; those assets will be looked after and monitored more closely. We have a foundation to build upon from a previous ad-hoc committee and with work we did on the recent Parks Master Plan update. We began advertising for volunteer committee members in April and May of this year.

Financial Impact: Staff time will be required to establish and work with the new committee. The Parks Director will assist and we have a park employee, Mike Kempton, who has requested to be the liaison to the committee expressing a high interest in the city's open space and natural areas.

Performance Analysis: Views, vistas, access, preservation, management and long term care will all be recognized by the efforts of this committee. They will be evaluating current management plans, adopting those plans and/or modifying the plans to fit specific areas. They will also be working with other sub-committee on long range and short range planning. We would also be evaluating the role, function and purpose of the committee once we get started in order to determine the need to establish it as a permanent committee by ordinance.

Decision Point: Recommend to City Council to appoint the following people; Kris Buchler, Richard Graham, Diane Hickerson, David Konigsberg, June McLain, William Singleton, and Tom Messina to a new ad-hoc parks committee which will be named after the committee is established and pending an ordinance establishing a permanent standing committee.

Note: This is a consensus recommendation from the Parks & Recreation Commission and Park staff.

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 199.98
Rec No 453034
Date ~~09-01-08~~ 08-17-09
Date to City Council: 09-01-09
Reg No. _____
License No. _____
Rv _____

Date that you would like to begin alcohol service 9/1/09

Check the ONE box that applies:

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

Business Name	<u>FOURTH STREET PUB & GRILL</u>
Business Mailing Address	<u>206 N 4TH ST</u>
City, State, Zip	<u>CDA ID 83814</u>
Business Physical Address	<u>SAME</u>
City, State, Zip	
Business Contact	Business Telephone: <u>208-764-1444</u> Fax:
License Applicant	<u>Harold "Michael" HAWES</u>
If Corporation, partnership, LLC etc. List all members/officers	

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

Find *

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 199.98
 Rec No 403572
 Date 08-20-09
 Date to City Council: 09-01-09
 Reg No. _____
 License No. _____
 Rv _____

Date that you would like to begin alcohol service _____

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	<input checked="" type="checkbox"/> \$400.00 per year
<input type="checkbox"/>	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
<input type="checkbox"/>	Transfer of ownership of a City license with current year paid Beer-to go only \$6.25 Beer- Can, Bottled only \$12.50 Beer- Draft, can, bottled \$25 Consumed on premise yes no Transfer from _____ to _____	\$

Business Name	<u>Gaelic Jim's Famous Gourmet Pizza</u>
Business Mailing Address	<u>405 W. NEIDER AVE STE 108</u>
City, State, Zip	<u>COEUR D'ALENE, ID. 83815</u>
Business Physical Address	<u>SAME</u>
City, State, Zip	<u>SAME</u>
Business Contact	Business Telephone: <u>208-930-4818</u> Fax: <u>208-930-4823</u>
License Applicant	<u>JEFF HOUGHTON</u>
If Corporation, partnership, LLC etc. List all members/officers	<u>S CORP. JEFF HOUGHTON</u>

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 15000
 Rec No 753230
 Date 08-18-09
 Date to City Council: 09-01-09
 Reg No. _____
 License No. _____
 Rv _____

Date that you would like to begin alcohol service _____

Check the ONE box that applies:

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

Business Name	<u>Studio 107</u>
Business Mailing Address	<u>120 N. 4th St</u>
City, State, Zip	<u>Cda Id 83814</u>
Business Physical Address	<u>Same</u>
City, State, Zip	<u>Same</u>
Business Contact <u>Patricia Williams</u>	Business Telephone: <u>664-1201</u> Fax: _____
License Applicant <u>Same</u>	
If Corporation, partnership, LLC etc. List all members/officers	<u>LLC Sole Member Patricia Williams</u>

ANNOUNCEMENTS

OTHER COMMITTEE MINUTES
(Requiring Council Action)

August 24, 2009
**GENERAL SERVICES COMMITTEE
MINUTES**

COMMITTEE MEMBERS PRESENT

Deanna Goodlander, Chairperson
Ron Edinger
John Bruning

CITIZENS PRESENT

Peter Luttrupp representing the Tubbs Hill Foundation
Eden Ergens, Chairman of the Arts Selection Sub-Committee
Steve Wulf, Kootenai County Solid Waste
Roger Saterfiel, Kootenai County Solid Waste

STAFF PRESENT

Troy Tymesen, Finance Director
Capt. Steve Childers, Police Department
Jon Ingalls, Deputy City Administrator
Doug Eastwood, Parks Director
Steve Anthony, Recreation Director
Mike Gridley, City Attorney
Lt. Bill McLeod, Police Department
Juanita Knight, Senior Legal Assistant

**Item 1. Extension of Agreement / Youth Sport Photography Services.
(Consent Resolution No. 09-035)**

Steve Anthony is seeking authorization to extend the photography services of Legends Photography until October 1, 2012. Mr. Anthony explained that Legends have been the official photographer for the City all but 5 of the last 22 years. They are easy to work with and we are pleased with their customer services. Mr. Anthony said that Legends agreed to keep the price at \$8.00 for the basic picture package; will provide sponsors' plaques to the city at no charge; will provide free team photos for the coaches as well as provide each player with a free photo button; will sponsor teams in each of our programs; as well as provide a College Scholarships to 3 seniors in the community.

MOTION: by Councilman Edinger, seconded by Councilman Bruning, that Council adopt Resolution No. 09-035 approving a Contract extension with Legends Photography for services through October 1, 2012.

**Item 2. Artwork for East Sherman / Arts Commission Selection Recommendation.
(Resolution No. 09-036)**

Steve Anthony and Eden Ergens are requesting Council accept the proposal of Teresa McHugh for the art piece entitled "Take Time" based on the recommendation of the Arts Selection Committee. Mr. Anthony explained that the Arts Commission has identified the East Sherman area as a potential location for art and has elected the southwest intersection of Sherman Avenue and Cd'A Lake Blvd. for a significant piece of art. Ms. Ergens noted that the sub-committee met two times and reviewed over 30 proposals and selected 4 finalists. Mr. Anthony went on to explain that the sub-committee then solicited input from attendees at Art on the Green where over 1,000 people had an opportunity to vote. The total amount budgeted for the art is \$100,000.00 which are dedicated funds and can only be used for public art. Mr. Anthony noted that a contract would also need to be approved, awarding the contract to Ms. McHugh.

Councilman Goodlander inquired as to the size of the art piece. Ms. Ergens responded that it will be approximately 16 – 18 ft tall. Councilman Bruning asked about lighting. Mr. Anthony responded that they can certainly look at lighting the art piece at night.

MOTION: by Councilman Bruning, seconded by Councilman Edinger, that Council accept the proposal of Teresa McHugh and adopt Resolution 09-036 approving a contract with Teresa McHugh for the public art piece entitled "Take Time".

**Item 3. Presentation / Collection Contract & Single-Stream Recycling.
(Discussion Item Only)**

Troy Tymesen introduced Mr. Steve Wulf, and Mr. Roger Saterfiel from the Kootenai County Solid Waste Department.

Mr. Wulf explained the County's Solid Waste Mission. He noted that the City of Coeur d'Alene's Joint Powers Agreement was signed in October of 2000 in which the County undertakes the responsibility for administration of collection of municipal solid waste and curbside recycling within the city limits. He noted that the City of Coeur d'Alene's Collection Contract with Waste Management became effective on July 1, 2000. The contract is for both Refuse Collation and Curbside Recycling. The Contract term is for 10 years with two-3 year renewal options. The contract expires on June 20, 2010 with a contractual 90-day negotiation period prior to the end of the contract and the County can invoke a unilateral option for an additional 180 days. Mr. Wulf explained that at this time, there are 3 options to consider:

1. Negotiate the contract with no changes, and/or
2. Negotiate the contract to include Single Stream Recycling , and/or
3. Bid a new contract

Mr. Wulf explained the Single-Stream Recycling as a system of curbside recycling that allows for the co-mingling of recyclable materials at the residence or business to be separated later at a Material Recovery Facility (MRF). Mr. Wulf went on to explain what items are currently recycled through curbside recycling vs. what items can be recycled through Single-Stream Recycling. Mr. Wulf reviewed a graph showing the future evolution of Single-Stream Recycling as well as projected county solid waste stream from 1987 – 2015. Mr. Wulf stated that the County would recommend Negotiating the contract to include Single-Stream Recycling.

Councilman Edinger asked if the option to include Single-Stream Recycling would mean a cost increase. Mr. Wulf responded that there are off-setting costs as the Single-Stream Recycling is more efficient for the collector and they already have the trucks. The added cost would be for the bins. At this time, they don't have cost estimates.

Mr. Saterfiel stated that Canada has recently moved to Single-Stream Recycling with tremendous results with no change in costs. However, there are communities on the coast that have moved to Single-Stream Recycling with some cost increases to the citizens.

Councilman Bruning asked about the life of the landfill at fighting creek. Mr. Wulf said the current life is expected to be 2035. With Single-Stream Recycling he believes they could save the life of the landfill 5 – 6 years. Mr. Saterfiel stated that recycling prices are at their lowest in the 30 years he's been in this business. Worldwide, it's a movement to move in the direction of Single-Stream Recycling. He believes these recyclable will become a source of revenue in the future.

Councilman Goodlander stated that, because the presentation information was not included in the packet, and therefore not publicized, she is not comfortable making a recommendation at this time. She stated that , though she likes the idea of Single-Stream Recycling, she would like more detail in regard to all 3 options before she makes a recommendation to the City Council. She requested staff return to General Services with additional information on all 3 options.

Councilman Bruning stated that he fully supports the Single-Stream Recycling.

Councilman Edinger asked if staff could return with a cost comparison of options 1 and 2. Mr. Saterfield responded, yes.

MOTION: by Councilman Edinger, seconded by Councilman Bruning, opposed by Councilman Goodlander, that Staff be directed to return to General Services with a cost comparison of Options 1 and 2.

Item 4. Park Hours / Establishing Hours of Use.
(Agenda Item)

Doug Eastwood is proposing Council establish hours of operation for park use on a one year trial basis. Mr. Eastwood said that currently and historically, the parks are not regulated for hours of use. However, the City has implemented park use hours at some specific sites. For example, these locations are closed during hours:

- Fort Sherman Playground – One hour after sunset to 8:00 a.m.
- Forest Cemetery – 10:00 p.m. to 7:00 a.m.
- Jewett House Beach - 10:00 p.m. to 6:00 a.m.

Mr. Eastwood explained that over the past several years the parks have experienced an increase in vandalism and graffiti, which most occurrences are happening late at night. Therefore, regulating park hours is being brought forward. Mr. Eastwood noted that the cities of Boise and Spokane found it necessary to regulate park hours for these same reasons. Regulating park hours will allow the Police to inform people in the park after hours that they cannot be there, or cite them if necessary. Mr. Eastwood provided the Council with some statistics from City Parks call out - indecent reports from 2007 to date. The reports were compiled from both the Police Dept. and the Parks Dept. Mr. Eastwood said the local Home Owners Associations were presented with this proposal and they were all in support of park hours. Mr. Eastwood stated that the Parks Commission has made the following recommendation:

All City Parks shall be closed from eleven p.m. to five a.m., Pacific Daylight Time, or ten p.m. to five a.m., Pacific Standard Time with the exception of the Jewett House Beach which shall be closed from ten p.m. to 6 a.m. throughout the year. Forest Cemetery hours can be modified to match the park hours as well as Fort Sherman Playground. No person may be in a city park or cemetery during the hours of closure without the express permission of the Parks Director or by park facility permit.

Mr. Eastwood noted that the Police Department is recommending the hours be consistent between the parks as to reduce confusion when patrolling the parks.

Councilman Edinger asked Peter Luttrupp, President of the Tubbs Hill Foundation, to speak in regard to the letter sent to the Parks Commission. Mr. Luttrupp read the Mission Statement of the Tubbs Hill Foundation. Mr. Luttrupp then noted that at their August meeting they discussed this proposal at length and the Tubbs Hill Foundation is asking to be excluded from the closing hours.

Councilman Bruning, speaking for the Parks and Recreation Commission, expressed concern for all the parks but especially Tubbs Hill for reasons of public safety, especially fire. They are concerned with liability to the city when people are up their at night.

Councilman Edinger believes that the Police Department will have a difficult time enforcing the 11:00 curfew, asking if they plan to patrol Tubbs Hill to enforce the closing hours. He stated, 'why establish hours if you are not going to enforce them'. He believes that public parks are just that, public, and they should not have closing

hours. Though he would agree with closing hours for neighborhood parks. Mr. Eastwood noted that the Legal Office received a call from the insurance carrier who suggested the city sign Tubbs Hill as ENTER AT YOUR OWN RISK. Mr. Eastwood resisted that suggestion but believes the risk is compounded on Tubbs Hill at night because of the terrain. The Park and Recreation Commission does not want to do this either but the time has come to try and control the problems. Mr. Eastwood added that the request is for a one-year trial.

MOTION: by Councilman Bruning, seconded by Councilman Goodlander, opposed by Councilman Edinger, that Council establish park hours for all parks by closing the parks for use from 11:00 p.m. to 6:00 a.m.

**Item 5. Parks Ad Hoc Committee / Review of Natural & Open Park Areas.
(Consent Calendar)**

Doug Eastwood explained that the CDA Park System has grown to more than 200 acres of open space and natural areas with rumors of interest that more could be donated. The open space and natural areas are valuable assets to every citizen and visitor and by establishing an advisory committee to assist with the long term management; those assets will be looked after and monitored more closely. Mr. Eastwood noted that we have a foundation to build upon from a previous ad-hoc committee and with work we did on the recent Parks Master Plan update. We began advertising for volunteer committee members in April and May of this year. The Parks Director will assist and we have a park employee, Mike Kempton, who has requested to be the liaison to the committee expressing a high interest in the city's open space and natural areas. Views, vistas, access, preservation, management and long term care will all be recognized by the efforts of this committee. They will be evaluating current management plans, adopting those plans and/or modifying the plans to fit specific areas. They will also be working with other sub-committee on long range and short range planning. We would also be evaluating the role, function and purpose of the committee once we get started in order to determine the need to establish it as a permanent committee by ordinance.

Mr. Eastwood is recommending the City Council appoint the following people; Kris Buchler, Richard Graham, Diane Hickerson, David Konigsberg, June McLain, William Singleton, and Tom Messina.

MOTION: by Councilman Bruning, seconded by Councilman Edinger, that Council approve a new ad-hoc parks committee and appoint those as presented in the Staff Report to the ad-hoc park committee to review natural and open park areas.

The meeting adjourned at 3:40 p.m.

Respectfully submitted,

Juanita Knight
Recording Secretary

STAFF REPORT

DATE: August 18, 2009
TO: General Services Committee
FROM: Steve Anthony, Arts Commission Liaison
SUBJECT: East Sherman Art

Decision Point:

To accept the proposal of Teresa McHugh, for the piece entitled "Take Time" based on the recommendation of the Arts Selection Committee.

History:

The Arts Commission has identified the East Sherman area as a potential location for Art and has selected the Southwest intersection of Sherman Ave and Cd'A Lake Blvd. for a significant piece of Art. The subcommittee met two times, and reviewed the over 30 proposals submitted and selected 4 finalists. The committee then solicited input from attendees at Art on the Green where over 1000 people had an opportunity to vote.

Financial Analysis:

The total amount budgeted for the art is \$100,000.00. The funds are dedicated funds and can only be used for Public Art.

Performance Analysis:

The contracts will be awarded to Teresa McHugh for the art piece call "Take Time". The art pieced would be completed by June of 2010.

Decision Point:

To recommend to the City Council that the Legal Department be instructed to prepare the documents to enter into a contract with Teresa McHugh for the public art piece entitled "Take Time."

RESOLUTION NO. 09-036

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A SERVICES AGREEMENT WITH TERESA McHUGH FOR CREATION AND INSTALLATION OF PUBLIC ART FOR THE SOUTHWEST CORNER OF SHERMAN AVE. AND CD' A LAKE BLVD.

WHEREAS, the General Services Committee of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into an Agreement with Teresa McHugh, for the Creation and Installation of Public Art pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; 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 agreement; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into an Agreement for the Creation and Installation of Public Art, 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 agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 1st day of September, 2009.

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 _____.

SERVICES AGREEMENT

Between

TERESA McHUGH

And

THE CITY OF COEUR D'ALENE

for

CREATION AND INSTALLATION OF PUBLIC ART

FOR THE SOUTHWEST CORNER OF SHERMAN AVE AND CD'A LAKE BLVD.

THIS CONTRACT, made and entered into this 1st day of September, 2009, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation and political subdivision of the state of Idaho, hereinafter referred to as the "City," and **TERESA MCHUGH**, whose address is 5935 N 16th Street Dalton Gardens Idaho 83814, hereinafter referred to as the "Artist,"

W I T N E S S E T H:

Section 1. Employment of the Artist. The City hereby agrees to engage the Artist to perform the services for design, construction, placement, installation and installation supervision of the interior public art for the new Coeur d'Alene Public Library as hereinafter set forth in Artist's proposal attached hereto and incorporated herein as Exhibit "A."

Section 2. Personnel.

- A. The Artist represents that Artist will perform the services under this contract and shall not be an employee of the City.
- B. All of the services required hereunder will be performed by the Artist.

Section 3. Time of Performance. The services of the Artist shall commence upon execution of this contract by the Mayor and shall be completed 11 months of this contract being fully executed. A specific date of installation shall be coordinated by the Artist with the City's Recreation Director.

Section 4. Compensation.

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

1. \$50,000 at the start of the project
2. \$20,000 at mid-construction
3. \$15,000 at fabrication completion
4. \$15,000 thirty (30) days after installation of the art object

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

Section 5. Assignability. The Artist shall not delegate duties or otherwise subcontract work or services under this contract. The Artist may use other individuals working under his supervision to assist him in the construction and the installation of the public art object.

Section 6. Interest of the Artist. The Artist covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract.

Section 7. Relationship of the Parties. The Artist shall perform his obligations hereunder as an independent contractor of the City. The City may administer this contract and monitor the Artist's compliance with this agreement but shall not supervise or otherwise direct the Artist except to provide recommendations and to provide approvals pursuant to this agreement.

Section 8. Hold Harmless. Artist shall furnish and install barriers to prevent accidents while installing the public art object on the site and shall indemnify, defend and hold the city harmless from all claims for injury to person or property resulting from the Artist's actions or omissions in performance of this agreement.

Section 9. Warranties.

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

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

Section 10. Ownership. The City shall maintain ownership and all rights to the public art object once it is completed and installed. However, the City agrees it will include the name of the artist and the name of the public art object in any publication, depiction or rendering of the public art object that the City allows.

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

CITY OF COEUR D'ALENE

ARTIST

Sandi Bloem, Mayor

Teresa McHugh

ATTEST:

Susan K. Weathers, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 1st day of September, 2009, before me, a Notary Public, personally appeared **Sandi Bloem** and **Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

~~~~~  
STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this \_\_\_\_\_ day of September, 2009, before me, a Notary Public, personally appeared **Teresa McHugh**, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he voluntarily 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: \_\_\_\_\_

## Artist's Proposal

The concept for the proposed "gateway" sculpture at the east entrance of Coeur d'Alene is a representation of both our history and the future in this beautiful city - my hometown.

At the center of the sculpture stands a steel ponderosa pine approximately twenty feet in height. This lone tree represents the forests of our forefathers that blanketed the countryside and rimmed the lake. It gives a noble nod to the logging industry and to the sawmills that fed, clothed and housed our community for over a hundred years. It also stirs memories of the enduring strength of the people who have lived in this great place; laboring and persevering even during difficult times, of which there have been plenty. This portion of the sculpture is my toast to the past and Coeur d'Alene's enduring people.

The bronze portion of the sculpture symbolizes the future of Coeur d'Alene. The contemporary flowing shapes evoke many themes including: water, sailing, wind, and our citizen's hearts. The free flowing nature of these shapes inspires playfulness. In addition, for those who fondly refer to our town in the abbreviated form, it simply represents the letters "Cd'A". This portion of the sculpture also portrays the "fun" of the piece and "fun" we offer in Coeur d'Alene is what brings many visitors to our area.

Included in the proposal, and indicated in the budget, is the creation of a berm on which the sculpture will rest. This berm will be approximately two feet tall and bring the finished height of the sculpture to around twenty-two feet from street level. The berm will be mounded and covered in grass. The sculpture will then be placed at the top and surrounded with a concrete edging to separate the grass from bark at the base of the sculptural pieces. The bark will tie the tree to the site and also brings back memories of the old mills and the great smell of fresh lumber.

The entire sculpture is designed to cause the viewer to ponder and study as well as just simply enjoy...much like our wonderful little city. It will have a large presence with a footprint of approximately eighteen feet by ten feet and a height of over twenty feet. Add another two feet of landscaped berm under the sculpture and it will inspire the viewer to stop and appreciate this gateway piece and what it represents. It's not just Coeur d'Alene's natural beauty, which is everywhere. It's also the people, history and heritage that inspire and should never be forgotten. These two design elements are "woven together" using different metals to represent different eras and to show the continual connectedness to our past.

My wish is that this sculpture will cause people to be "**wowed**", to stop as they enter town, take pause and be inspired by all that makes Coeur d'Alene a one of a kind place on earth.

## Itemized Budget

### Artist's fees:

|                                                                       |                 |             |
|-----------------------------------------------------------------------|-----------------|-------------|
| Office                                                                | \$265.00        |             |
| Materials – steel, bronze, light pole and concrete base               | 11,765.00       |             |
| Patterns and cutouts (approx. 220 hours)                              | 9,900.00        |             |
| Fabrication (approx. 380 hours)                                       | 17,100.00       |             |
| Tools and consumables                                                 | 3,000.00        |             |
| Finish – patinas, sealing materials                                   | 855.00          |             |
| Finish application (approx. 120 hours)                                | 5,400.00        |             |
| Artist's design, development and renderings                           | 10,000.00       |             |
| Installation materials and hardware                                   | 370.00          |             |
| Structural engineering                                                | 2,500.00        |             |
| Insurance                                                             | 740.00          |             |
| Contract and oversee installation and landscaping (approx. 117 hours) | <u>5,265.00</u> |             |
| Subtotal                                                              |                 | \$67,160.00 |

### Site fees:

|                                                          |                 |             |
|----------------------------------------------------------|-----------------|-------------|
| Permits (approx. \$31,000.00 construction costs on site) | \$700.00        |             |
| Grass removal                                            | 800.00          |             |
| Structural evacuation                                    | 500.00          |             |
| Two-foot high berm                                       | 2,970.00        |             |
| Grading for berm                                         | 930.00          |             |
| Seed bed preparation                                     | 1,200.00        |             |
| Seeding                                                  | 500.00          |             |
| Irrigation modification                                  | 2,500.00        |             |
| Design                                                   | 1,200.00        |             |
| Concrete footing                                         | 2,800.00        |             |
| Help with set                                            | 500.00          |             |
| Mulch, rock, or bark                                     | 160.00          |             |
| Lighting                                                 | <u>3,500.00</u> |             |
| Subtotal                                                 |                 | \$18,260.00 |

### Installation fees:

|                                         |                 |             |
|-----------------------------------------|-----------------|-------------|
| Concrete foundations for sculpture      | \$2,500.00      |             |
| Transportation with labor for sculpture | 2,500.00        |             |
| Crane – 2 days                          | 5,000.00        |             |
| Man lift – 5 days                       | 2,000.00        |             |
| Installation assistant                  | <u>1,500.00</u> |             |
| Subtotal                                |                 | \$13,500.00 |

Total estimate for completed project: **\$98,920.00**





Resolution No. 09-036

EXHIBIT "1"

**PARKS & RECREATION COMMISSION  
STAFF REPORT**

**Date:** August 17, 2009

**From:** Doug Eastwood, Parks Director

**Subject:** PARK HOURS

**Decision Point:** Establish hours of operation for park use.

**History:** Currently and historically our parks are not regulated for hours of use which makes them open 24/7. We have implemented park use hours at some specific sites. For example the following locations are closed during these hours;

Fort Sherman Playground – One hour after sunset to 8:00 a.m.

Forest Cemetery – 10:00 p.m. to 7:00 a.m.

Jewett House Beach - 10:00 p.m. to 6:00 a.m.

Over the past several years we have experienced an increase in park vandalism and a lot of this is occurring after the park facilities are closed. We currently lock all park restroom buildings by 10:00 p.m. every night.

**Financial Analysis:** There will not be any financial impact to the city to implement park hours.

**Performance Analysis:** Regulating park hours is being brought forward due to the increasing vandalism and activities in the park late at night. Several residents in the community will call the Police Department to let them know of noise or activities in the parks beyond a reasonable hour for people to be in the park. Regulating park hours will allow the Police to inform people in the park after hours that they cannot be there, or cite them if necessary.

**Decision Point:** Recommend to General Services to set a time of 11:00 p.m. to 6:00 a.m. when parks will be closed for use.

Attachments

Parks & Recreation Commission Recommendation:

Establish a park use hours for all parks as follows:

***All City Parks shall be closed from eleven p.m. to five a.m., Pacific Daylight Time, or ten p.m. to five a.m., Pacific Standard Time with the exception of the Jewett House Beach which shall be closed from ten p.m. to 6 a.m. throughout the year. Forest Cemetery hours can be modified to match the park hours as well as Fort Sherman Playground.***

***No person may be in a city park or cemetery during the hours of closure without the express permission of the Parks Director or by park facility permit.***

Attached is a message from the Tubbs Hill Foundation suggesting that park hours not be established for Tubbs Hill. The Parks & Recreation Commission felt that Tubbs Hill needs regulatory hours as much, if not more, than other city parks and recommends that the hours of operation be applied to all parks, including Tubbs Hill. Citing reasons of public safety, fire, increasing transient population, increasing vandalism and graffiti and police and park call out and incident records that place Tubbs Hill as one of the highest parks with number of responses. The CDA Police Department spoke in favor of establishing hours on Tubbs Hill for many of the same reasons.

Note: The Tubbs Hill Foundation members were invited to a workshop with the P & R Commission on June 15<sup>th</sup>, July 20<sup>th</sup> and their regular meeting on August 17<sup>th</sup>. No one from the foundation attended the meetings.

**PARK HOUR COMMENTS FROM CITIZENS**

| DATE          | NAME                     | PARK HOURS  |          | COMMENTS                                                                                                                                                                                                                                                                                                                                  |
|---------------|--------------------------|-------------|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|               |                          | IN FAVOR    | OPPOSED  |                                                                                                                                                                                                                                                                                                                                           |
| 4/14          | Gary and Shawna Rossberg | 1           |          |                                                                                                                                                                                                                                                                                                                                           |
| 4/14          | Sam and Laurel Priddy    | 1           |          | As for a curfew at the park, we would be fine with this as well. My question is who would regulate this?                                                                                                                                                                                                                                  |
| 4/14          | Ron Adams                | 1           |          | 10:00 PM                                                                                                                                                                                                                                                                                                                                  |
| 4/14          | Ron & Barb Hessel        | 1           |          | I'm in favor of the suggested hours of operation, sunup to 11:00pm. My wife and I sometimes do walk around the park quite late at night, but I'm assuming that would be OK. We don't usually play on the jungle gym. :)                                                                                                                   |
| 4/14          | Joanne and Pete Slocum   | 1           |          | Earlier is better. There are residents close by who want to go to bed without worrying about shenanigans going on across the street. I remember someone saying there were kids cutting through their yard at all hours - this kind of thing.                                                                                              |
| 4/14          | Scott and Mel            | 1           |          | We fully agree the park needs to have standard hours of operation to help control not just vandalism but some of the other unneeded activities as well. Is 11pm the city mandated time for kids to be at home or with a guardian? Is there a mandated time in Coeur d Alene? If so, the earlier of the two times would be another option. |
| 4/14          | Bob Knechtel             | No response |          |                                                                                                                                                                                                                                                                                                                                           |
| 4/14          | Chris Weber              | No response |          |                                                                                                                                                                                                                                                                                                                                           |
| 4/15          | Shan and Leon            | 1           |          |                                                                                                                                                                                                                                                                                                                                           |
| 4/16          | Charlie & LJ             | 1           |          | It's our opinion that park hours would be a VERY good idea. Sunup would mean 3:30 am in the summer, so we should have a time, like, 6 am. Even in the summer, we think the park should close at 10 pm at the latest...what in the world would be going on after dark except stuff that's "Shady McShady" anyway?                          |
| 4/17          | Marlene Nelson           | 1           |          | As to the first: I believe that the park should have hours of operation. Although I don't know how this would be enforced. I agree that anyone who would be in the park after the hours of 11pm would more likely than not up to no good.                                                                                                 |
| 5/7           | Douglas Sheueler (sp?)   |             |          |                                                                                                                                                                                                                                                                                                                                           |
| 5/7           | Tami Fruin               | 1           |          |                                                                                                                                                                                                                                                                                                                                           |
| 5/7           | Marie Landstrom          | 1           |          |                                                                                                                                                                                                                                                                                                                                           |
| 5/7           | Robert Landstrom         | 1           |          |                                                                                                                                                                                                                                                                                                                                           |
| 5/7           | Howard Alexander         | 1           |          |                                                                                                                                                                                                                                                                                                                                           |
| 5/7           | Joan Alexander           | 1           |          |                                                                                                                                                                                                                                                                                                                                           |
| 5/7           | Teri Soumas              | 1           |          |                                                                                                                                                                                                                                                                                                                                           |
| 5/7           | Carla Madrid             | 1           |          |                                                                                                                                                                                                                                                                                                                                           |
| 5/7           | Sherry Lenarz            | 1           |          |                                                                                                                                                                                                                                                                                                                                           |
| 5/7           | Candace Doyle            | 1           |          |                                                                                                                                                                                                                                                                                                                                           |
| 5/7           | Frank Wratni             | 1           |          |                                                                                                                                                                                                                                                                                                                                           |
| 5/7           | Barbara Cole             | 1           |          |                                                                                                                                                                                                                                                                                                                                           |
| 5/7           | Carolyn Classen          | 1           |          |                                                                                                                                                                                                                                                                                                                                           |
| 5/7           | Bouwina Nelson           | 1           |          |                                                                                                                                                                                                                                                                                                                                           |
| 5/7           | Ron Nelson               | 1           |          |                                                                                                                                                                                                                                                                                                                                           |
| 5/7           | Teri Seymour             | 1           |          |                                                                                                                                                                                                                                                                                                                                           |
| <b>TOTALS</b> |                          | <b>24</b>   | <b>0</b> |                                                                                                                                                                                                                                                                                                                                           |

**Police Calls / Responses in City Parks as of July 6, 2009**

| Park/Location             | *Citizen Calls to Police |            |      | Parks Dept Vandalism/<br>Incident Reports |           |           |
|---------------------------|--------------------------|------------|------|-------------------------------------------|-----------|-----------|
|                           | 2007                     | 2008       | 2009 | 2007                                      | 2008      | 2009      |
| Bluegrass                 | 9                        | 31         |      | 0                                         | 8         | 7         |
| Bryan Field               | 3                        | 0          |      | 0                                         | 0         | 0         |
| Canfield Sports Complex   | 0                        | 20         |      | 1                                         | 4         | 0         |
| Cherry Hill               | 23                       | 63         |      | 1                                         | 5         | 2         |
| City Park, Beach & Ind Pt | 82                       | 334        |      | 0                                         | 37        | 5         |
| CDA Soccer Complex        | 1                        | 9          |      | 0                                         | 0         | 0         |
| East Tubbs Hill           | 0                        | 4          |      | 0                                         | 1         | 1         |
| Forest Cemetery           | 2                        | 6          |      | 0                                         | 1         | 0         |
| Jenny Stokes Field        | 0                        | 2          |      | 0                                         | 0         | 0         |
| McEuen Field              | 8                        | 10         |      | 0                                         | 1         | 5         |
| Memorial Field            | 15                       | 26         |      | 0                                         | 3         | 0         |
| Mill River Park           | 0                        | 0          |      | 0                                         | 0         | 0         |
| North Pines Park          | 0                        | 7          |      | 0                                         | 0         | 2         |
| Northshire Park           | 5                        | 9          |      | 1                                         | 1         | 3         |
| Person Field              | 1                        | 10         |      | 1                                         | 0         | 0         |
| Phippeny Park             | 2                        | 6          |      | 0                                         | 0         | 0         |
| Ramsey Park               | 18                       | 37         |      | 1                                         | 5         | 0         |
| Riverstone Park           | 2                        | 0          |      | 0                                         | 0         | 0         |
| Riverview Cemetery        | 11                       | 6          |      | 1                                         | 1         | 0         |
| Shaddock Lane Park        | 0                        | 5          |      | 0                                         | 1         | 0         |
| Skatepark 08              | 38                       | 38         |      | 0                                         | 5         | 4         |
| Sunset Park               | 6                        | 14         |      | 0                                         | 4         | 1         |
| Sunshine Meadows          | 0                        | 6          |      | 0                                         | 3         | 1         |
| Tubbs Hill                | 103                      | 172        |      | 0                                         | 18        | 0         |
| Winton Park               | 0                        | 0          |      | 0                                         | 0         | 0         |
| <b>Totals</b>             | <b>329</b>               | <b>815</b> |      | <b>6</b>                                  | <b>98</b> | <b>31</b> |

**\*Example of Citizen calls:** Accidents, animal containment/loose, assault, battery, burglary, citizen needing assistance, citizen dispute, disorderly conduct, domestic dispute, drugs, DUI, domestic violence abuse violation, fall, fighting, found child, found property, harassment, juvenile problem, kidnapping, located runaway, lost property, malicious injury, missing person, parking problem, sex offense, suspicious activity, theft, tobacco problem, traffic offense, trauma, welfare check.

**August 24, 2009**  
**PUBLIC WORKS COMMITTEE**  
**MINUTES**

**COMMITTEE MEMBERS PRESENT**

Council Member Al Hassell  
Council Member Woody McEvers  
Council Member Mike Kennedy

**STAFF PRESENT**

Sid Fredrickson, WW Superintendent  
Jim Markley, Water Supt.  
Gordon Dobler, Engineering Svcs. Dir.  
Dave Shults, Capital Program Mgr.  
Amy Ferguson, Executive Assistant  
Jon Ingalls, Deputy City Administrator  
Troy Tymesen, Finance Director

**GUESTS**

Roger Swing, Item #3

**Item 1      Membership in the Water Utility Mutual Aid Network (IdWARN)**  
**Consent Calendar**

Jim Markley, Water Superintendent, presented a request for Council authorization to enter into a mutual aid agreement in the IdWARN system with other water utilities in the state of Idaho. Mr. Markley explained that local utilities lend parts, equipment and expertise to each other on a fairly regular basis. This has always been accomplished informally and has worked well. State and Federal agencies are codifying these “gentlemen’s agreements” into a series of statewide Water Agency Response Networks (WARN). Mr. Markley said that membership in the IdWARN system will not change the way they do business but would merely formalize what has been done in the past. Membership will also help the city be better able to maintain and repair items in our water system and will help meet the goal of providing uninterrupted service to their customers. Mr. Markley said that the agreement has been reviewed and approved by the Legal Department.

Councilman Hassell asked if there was an event such as a hurricane, etc., could the agreement be used to pull parts, services, or people from other parties of the country. Mr. Markley responded that it could, but the city has the ability to say “no.” He further explained that ultimately these agreements will be countrywide but that they are currently on a state by state basis.

**MOTION by McEvers, seconded by Kennedy, to recommend Council approval of Resolution No. 09-035, authorizing the City of Coeur d’Alene to enter into a mutual aid agreement in the IdWARN system with other water utilities in the state of Idaho. Motion carried.**

**Item 2      Value to Trigger Sidewalk Repairs for Permits**

Gordon Dobler, Engineering Services Director, presented a request to raise the value of a building permit exempted from requiring side construction and/or repairs from \$15,000.00 to \$30,000.00. Mr. Dobler explained in his staff report that in accordance with city ordinance 12.28.210, sidewalk construction is required when building structures are constructed on or moved to or alterations are made to existing structures on lots within the city where there are no sidewalks. The ordinance exempts permitted work where the building permit is for an amount less than \$15,000.00. The \$15,000.00 trigger value was created when the ordinance was updated in 1987 and raising the \$15,000 trigger to reflect inflation would

enable a property owner to construct the same scope of work that would have been exempted in 1987 when the ordinance took effect. If adjusted to the current value, \$15,000.00 in 1987 dollars would represent about \$28,000.00 today.

Mr. Dobler explained that this value triggers the evaluation of the sidewalks on the street frontage and any deficiencies or substandard approaches are required to be brought into compliance. Most sidewalks by the curb are out of compliance and usually need to be constructed. Those under the ceiling amount would not be required to upgrade approaches and sidewalks. When the city comes through with an overlay or city project, the city would end up doing the sidewalk.

Councilman McEvers asked how the value of the permit is calculated. Mr. Dobler said that the Building Department applies specific standards and calculations.

Councilman Kennedy questioned if by raising the exempted permit value, the city would be making it harder on itself later. He commented that if we want to make the city more accessible in regard to ADA standards, keeping the threshold lower is probably the best way to go.

Councilman Hassell commented that he thinks it only makes sense to inflate the threshold for cost of living.

Councilman McEvers said that he would like to find a way to provide a stimulus/rebate for those who fix their sidewalks pursuant to the permit valuation threshold. Mr. Dobler said that it would be difficult to implement a rebate program and the city ordinance says that if you are required to do sidewalk repairs by permit, you don't get the rebate. It is a funding issue.

Councilman Kennedy said that the city would not be worse off by doing this but it would help those people who need to do some life safety issues because they will have a bigger cap to work with.

**MOTION by McEvers, seconded by Kennedy, to send to the full Council without a recommendation. Motion carried.**

### **Item 3            Access on Hanley Avenue from 6390 Sunrise Terrace**

Gordon Dobler, Engineering Services Director, presented a request from Roger Swing for access from his property at 6390 Sunrise Terrace onto Hanley Avenue. He explained that Mr. Swing has requested that an unimproved secondary access he has used to access the rear of his Sunrise Terrace property from Hanley Avenue be approved for incorporation into the design of the Hanley Avenue improvement project. Staff has considered Mr. Swing's request but due to the 35 MPH speed limit on Hanley and proximity to the corner of Mineral and Hanley and U.S. 95, the access would be problematic and it would also set a precedence for others wanting a secondary access from their rear yard.

Mr. Dobler explained that there are three existing unimproved secondary accesses along Hanley and the Hanley project will entail the placement of curbing. It is Mr. Dobler's intent to eliminate all three of the accesses, if possible. He explained that the city is widening Hanley Avenue to 45 feet in that area and putting in curb. He further noted that the city has received requests in the past and have refused them. In particular, the three accesses on Hanley all have access to their property from their frontages and, as a result, he has denied Mr. Swing's request.

Mr. Dobler confirmed that no sidewalks or swale will be installed on the south side of Hanley. The curbing will carry the stormwater down to the freeway.

Councilman Hassell asked about the timeline. Mr. Dobler said that they expect to complete the Hanley project this year. The paving window closes the end of October. He further explained that the accesses existed before the city annexed Hanley Avenue.

Mr. Swing commented that the driveway was there before he moved there over 25 years ago and he has always used it. He does not back up onto Hanley. He further said he did not hear any talk about what the impact of noise or excessive traffic is going to be on people that live right along Hanley. He feels with the city expanding the road they should incur the costs to reduce the noise for him in the form of a fence in addition to allowing him to use his existing driveway. If that driveway is closed he will have to take his trailer out and put it someplace else. Mr. Dobler responded that he did offer to put in a gate to Mr. Swing's property off of Sunrise Terrace for Mr. Swing to have access to his back yard. Mr. Swing said that he has had plans for a shop for years and that is not where he wants to locate it.

Discussion ensued regarding ingress and egress points on Ramsey Road and the 35 mile per hour speed limit there. Councilman McEvers said that he doesn't see the problem with putting in a curb cut and letting the property owner deal with it as best they can in that ingress and egress from homes is certainly a lot less intense than the parking lots. Mr. Dobler responded that the issue is the management of access on Hanley. If access is not managed the best you can, you end up with issues of speeding and not being able to get in and out of driveway. The parking lots off of Hanley were from lots that were already platted and Hanley is their only frontage. They are larger pieces and the number of accesses is managed because they know what is going to happen. Mr. Dobler said that access from a residential street wouldn't be a problem but it is a good idea to manage access on high volume, high speed roads.

Councilman Hassell commented that they have cut off rear lot accesses on virtually every large project like Government Way, Ramsey, etc. because it is no longer a residential street. Mr. Dobler said that studies have shown that the more accesses you have the more accidents there are. It is a safety-based concept that has been documented for years. He further noted that municipalities have the right to manage access. They can't preclude access if it is the property owner's only point of entry, but in this particular case, it isn't. There is no damage to the citizen to close off a secondary access.

**Motion by Kennedy, seconded by McEvers, to recommend that Council deny the request of Roger Swing for access from his property at 6390 Sunrise Terrace onto Hanley Avenue. Motion carried.**

#### **Item 4            Contract for Phosphorus Bioavailability Study Consent Calendar**

Sid Fredrickson, Wastewater Superintendent, presented a request for Council authorization to enter into an agreement to partially fund a share of the cost to do a multi-year study of the bioavailability of phosphorus in the Spokane River, which is currently being conducted by researchers from the University of Washington in an amount not to exceed \$10,000.00. Mr. Fredrickson explained that current low level phosphorus proposals for the dischargers assume that all of the phosphorus in the discharge stream is available to aquatic life (bioavailable), and this may not be the case. If only a portion of the discharged phosphorus is bioavailable, it could potentially save millions of dollars in operating and maintenance costs. He further noted that currently in the discharge permitting process the assumption is that all of the phosphorus is bioavailable. The study is going to be on only those plants that will be producing a tertiary or filtered type of effluent, and is also based on loading and flow. The study will be completed by 2011, with most of the work being completed by 2010. Mr. Fredrickson confirmed that he has a budget line item for "permit assistance" which will pay for the city's share of the study.



**Motion by Kennedy, seconded by McEvers, to recommend Council approval of Resolution No. 09-035 authorizing the City of Coeur d'Alene to enter into an agreement to partially fund a share of the cost to do a multi-year study of the bioavailability of phosphorus in the Spokane River being conducted by researchers from the University of Washington, in an amount not to exceed \$10,000.00. Motion carried.**

**Item 5            Amendment #2 to Agreement with HDR Engineering for WWTP Pilot Studies  
Consent Calendar**

Dave Shults, Capital Program Manager, presented a request for approval of Amendment #2 to the Agreement for Engineering Services with HDR Engineering to provide continued construction engineering and inspection of the low phosphorus demonstration pilot project. The proposed amendment would increase the cost ceiling by \$196,350 for a total pilot facilities engineering cost not to exceed \$850,819.00. Mr. Shults explained that the design is complete for the building to house the process equipment and specifications for the pilot equipment were developed in cooperation with the manufacturers of the latest equipment. The City has entered into prepurchase contracts with the manufacturers of the pilot equipment and construction has begun on the building and equipment. He further said that HDR Engineering and City staff have identified that the existing scope of work and budget for engineering services is insufficient to provide the remaining services that will be required to complete the construction engineering and inspection tasks that are expected of this type of project and that the project involves much more interaction and cooperation with the building contractor and the manufacturers of the developing technologies than were initially envisioned. Amendment #2 to HDR's scope of work includes additional construction engineering, inspection assistance, and instrument integration services that are now known to be necessary for this complex project. Additional construction engineering services are necessary to assure satisfactory resolution of construction issues and assure receipt of satisfactory equipment and facilities that will be a long-term benefit to the utility.

Councilman Kennedy asked if there were any costs to be paid by a consultant when they are too optimistic in their initial estimation. Mr. Shults said that this is a cost plus fixed fee form of contract and when the city entered into a contract with them they agreed to pay them at an hourly rate with their expenses paid and a fixed fee, which is their profit. Mr. Fredrickson assured the committee members that charges go through an auditing process by the EPA and have to meet their requirements.

**Motion by McEvers , seconded by Kennedy, to recommend Council approval of Resolution No. 09-035 approving Amendment #2 to the Agreement for Engineering Services with HDR Engineering to provide continued construction engineering and inspection of the low phosphorus demonstration pilot project, increasing the cost ceiling by \$196,350.00 for a total pilot facilities engineering cost not to exceed \$850,819.00. Motion carried.**

**Item 6            Prequalification of General Contractors for Construction of WWTP Phase 5B  
Consent Calendar**

Dave Shults, Capital Program Manager, presented a request for Council authorization of a prequalification process for identifying contractors that are eligible for bidding on the construction of the planned improvements for WWTP Phase 5B. The process and procedures would be well-founded and relevant to determining whether those contractors bidding on the project are responsible contractors who are qualified to do the work. Mr. Shults explained that the City Council authorized staff and HDR Engineering to develop procedures for the previous Phase 4B project that allowed early determination that the contractors who submit bids were responsible and qualified to accomplish the work. The complex

project involved many specialized trades working in a very confined area among critical treatment processes that were to be maintained to avoid unapproved wastewater discharges to the Spokane River. The prequalification procedures were developed and administered to assure that the information requested from the contractors is relevant to the determination that the contractor is a responsible contractor capable of completing the project according to its specifications, and that the process is objective in determining an acceptable level of responsibility and experience. The procedures developed by HDR and city staff are intended to follow Idaho code for prequalification procedures that promote objectivity and uniformity in the determination of qualifications and responsibility, and are believed to be sufficient to exclude truly unqualified contractors who have a history of responsibility issues. The procedures also include an appeal process that is intended to further promote fairness.

Mr. Shults said that at this point in time they are pursuing a very fast-forward project which has been accelerated because of the loan that is potentially offered to them through the stimulus program. In order to do this they have to meet the schedule for committing these funds, which is February. The fast forward funding opportunity may not allow them time for the prequalification process but if they have time, they will do it.

**Motion by Kennedy, seconded by McEvers, to recommend that Council authorize a prequalification process for identifying contractors that are eligible for bidding on the construction of the planned improvements for WWTP Phase 5B. Motion carried.**

**Item 7            Schedule Public Hearing for WWTP 20-Year Facility Plan  
For Information Only**

Dave Shults, Capital Program Manager, presented a request to schedule a public hearing for presentation of the 2009 amendment to the Wastewater Treatment Plant 20-year facility plan. Mr. Shults explained in his staff report that the facility plan is a comprehensive assessment of the condition of the treatment facilities and improvements that are needed to serve the community over the next 20 years. The plan not only guides the city in its business of providing wastewater treatment services, but also is a required document by the Idaho Department of Environmental Quality for the city's participation in the state's low-interest loan funding program. A draft plan amendment was developed over the last two years with many public presentations that allowed the public and the Council to provide input to the planning. In concert with this process, wastewater staff recommends the advertising of a public hearing for presentation of the plan by wastewater staff and HDR Engineering.

Ms. Shults explained that on May 5, 2009 the Council gave formal approval for staff to begin implementation of the necessary steps for implementation of the alternative that would follow HDR's recommended phased improvement plan. Staff submitted the plan to DEQ for approval and determination of environmental acceptability. A loan application was also submitted to DEQ for receipt of a \$13M low-interest loan for partial funding of the Phase 5B project improvements, whose design is nearly complete. Before a loan agreement can be finalized, DEQ must assure that all parties and the public are well-informed of the plan and its ability to protect the environment.

Mr. Fredrickson noted that as of today, DEQ has determined from their perspective that public participation to this point is adequate and the city is not required to have a public hearing. DEQ is willing to issue a "finding of no significant impact" based upon what has been done so far and the fact that this is a facility plan amendment and not a new facility plan.

Councilman Hassell suggested that instead of a public hearing Mr. Fredrickson might want to do another presentation to council. Mr. Shults said that council could also announce that staff and council are

available to discuss anything that the public might want to look at, with the public also having the ability to review the facility plan amendment at the library, city clerk's office, council office, Engineering Department, and DEQ's office.

Mr. Fredrickson was instructed to make a presentation regarding the Facility Plan Amendment at a future council meeting, at which time they will announce the availability of the Facility Plan Amendment report at various locations for public review, and availability of staff to receive any input and to answer questions.

The meeting adjourned at 5:39 p.m.

Respectfully submitted,

Amy C. Ferguson  
Public Works Committee Liaison

**PUBLIC WORKS  
STAFF REPORT**

**DATE:** August 23, 2009  
**FROM:** Gordon Dobler, City Engineer/Engineering Services Director

**SUBJECT: VALUE TO TRIGGER SIDEWALK REPAIRS FOR PERMITS**

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**DECISION POINT:**

Would the City Council wish to raise the value of a building permit exempted from requiring sidewalk construction and/or repairs?

**HISTORY:**

In accordance with city ordinance **12.28.210, SIDEWALKS; REQUIREMENTS FOR NEW CONSTRUCTION AND IMPROVEMENT**, sidewalk construction is required when building structures are constructed on or moved to or alterations are made to existing structures on lots within the city where there are no sidewalks. This ordinance exempts from these requirements permitted work where the building permit is for an amount less than fifteen thousand dollars (\$15,000.00), or the value of a structure moved onto the lot together with the amount for which the building permit is issued is less than fifteen thousand dollars (\$15,000.00).

The \$15,000 trigger value was created with the ordinance updated in 1987. Periodically, staff receives complaints that the \$15,000.00 value should be raised to reflect inflation. If adjusted to the current value, \$15,000.000 in 1987 dollars would represent about \$28,000 today.

**FINANCIAL ANALYSIS:**

The ordinance is a housekeeping update and has no direct financial impact.

**PERFORMANCE ANALYSIS:**

Raising the \$15,000 trigger to reflect inflation would enable a property owner to construct the same scope of work that would have been exempted in 1987 when the ordinance took effect.

Options considered:

- 1) Leave the trigger at \$15,000.00
- 2) Raise the limit to \$28,000.00
- 3) Round the limit up to \$30,000.00

**DECISION POINT/RECOMMENDATION:**

It is recommended that the City Council raise the exempted construction value in city ordinance 12.28.210 Section C. 1. to \$30,000.00.

Attachment : Proposed ordinance changes

**12.28.210: SIDEWALKS; REQUIREMENTS FOR NEW CONSTRUCTION AND IMPROVEMENT:**

- A. Sidewalk Construction Required: Hereafter when building structures are constructed on or moved to or alterations are made to existing structures on lots within the city where there are no sidewalks, the persons constructing, or causing such construction, or moving, or causing to be moved such structures, or altering or causing to be altered such existing structures on the lots, shall, during the construction, moving or alteration of structures, construct sidewalks and curb ramps as described in sections 12.28.220 and 12.28.230 of this chapter.
- B. Subdivision Improvements: Hereinafter, but subject to the provisions of subsection C5 of this section regarding hillside subdivisions, sidewalks and curb ramps will be required to be constructed as subdivision improvements.
- C. Exceptions: No sidewalk is required when:
1. The building permit is for an amount less than ~~fifteen~~ **Thirty** thousand dollars (\$30,000.00 ), or the value of a structure moved onto the lot together with the amount for which the building permit is issued is less than ~~fifteen~~ **Thirty** thousand dollars (\$30,000.00 ); however, if a footing and foundation only building permit is issued, and a subsequent building permit is issued for the structure that is to be placed on top of that same foundation, and the combined valuation of both permits exceeds ~~fifteen~~ **Thirty** thousand dollars (\$30,000.00 ), then for the purposes of this section both permits shall be considered as one permit and sidewalks shall be required subject to any exceptions further defined herein.
  2. There is a natural change of elevation in the ten foot (10') strip adjoining the curb of greater than four feet (4') and a safe alternative pedestrian pathway is available.
  3. In a previously developed residential neighborhood:
    - a. All of the lots on one side of the street have been previously built upon in accordance with city codes without sidewalks; and
    - b. Said lot frontages without sidewalks extend a maximum of four hundred fifty (450) front feet in either direction or to the nearest intersection, whichever is less; and
    - c. A neighborhood for purposes of all parts of this section shall be defined within the limits delineated in subsections C3a and C3b of this section;

- d. In the event a local improvement district is created in the neighborhood, this section shall no longer apply.
4. The building permit is for a portable classroom which meets the parking requirements of subsections 17.44.050D4 and D5 of this code and other requirements of section 17.44.050 of this code.
5. There is a hillside subdivision. A "hillside subdivision" is defined as a subdivision where the highest and lowest points are at least one thousand feet (1,000') distant horizontally and the difference in elevation is at least thirty percent (30%) of the horizontal separation.
6. Sidewalks may not be required for immediate installation if the requirements of subsection 12.28.180C, D, or F of this chapter are met. However, such sidewalks will be installed at such time that curbs would be pursuant to subsections 12.28.180C, D, and F of this chapter.

D. Sidewalk Length:

1. The length of the sidewalk required on large lots shall be limited to one hundred feet (100') or ten percent (10%) of the building permit valuation, whichever is greater. For the purposes of this calculation, the price of the sidewalk shall be determined by the most recent sidewalk bid available to the city. Remainders of twenty percent (20%) or less shall be included in the required sidewalk.
2. However, if the length of required sidewalk would exceed five hundred feet (500') and the building permit is for an alteration or modification of an existing structure, the city may enter into an agreement with the property owner to construct the length of sidewalk exceeding five hundred feet (500') within a period of time not to exceed five (5) years.

E. Sidewalk Width: Sidewalk width shall be as set forth below:

1. In the DC zoning district, subject to subsection E4 of this section, the required sidewalk width excluding curbs shall be a minimum of eight feet (8').
2. In all other commercial zoning districts, sidewalk width shall be a minimum of five feet (5') with an additional three foot (3') setback between the curb and sidewalk or, if no setback, a minimum of eight feet (8').
- a. Whenever a bridge is constructed over an interstate highway the standard for sidewalk width shall be a minimum of four feet (4'), with no setback from curb requirements.

3. In all other zoning districts, sidewalk width shall be a minimum of five feet (5') subject to subsection E4 of this section.
4. When the public right of way behind the curb is four and one-half feet (4<sup>1</sup>/<sub>2</sub>') and a five foot (5') sidewalk is required, or seven and one-half feet (7<sup>1</sup>/<sub>2</sub>') and an eight foot (8') sidewalk is required, the six inch (6") curb width may be included to achieve the required width.

F. Sidewalk Location: Sidewalk location shall allow for a five foot (5') separation between the curb and the sidewalk in residential areas. Sidewalk location shall be adjacent to the curb in commercial areas, except as allowed by special permit of the city council when the council finds that such exception would further the general welfare and interests of the community.

G. Exceptions:

1. In the event of less than adequate right of way, reduction of the parking strip or placement of the sidewalk against the curb shall be allowed, dependent upon the width of the right of way.
2. The occurrence of the following natural and manmade features shall allow alternate placement:
  - a. Trees and shrubs larger than six inches (6") at the base;
  - b. A grade change between two feet (2') and four feet (4') in the ten foot (10') strip adjoining the curb;
  - c. The presence of permanent structures.
3. When sidewalks are being installed in a local improvement district construction project, the sidewalk may be located next to the curb at the request of a majority of the property owners within such district witnessed by a written petition filed with the city prior to the awarding of the contract for the construction of the sidewalk. (Ord. 3268 §4, 2006: Ord. 3249 §3, 2006: Ord. 2880 §1, 1998: Ord. 2801 §1, 1997: Ord. 2692 §2, 1995: Ord. 2614 §1, 1994: Ord. 2468 §1, 1992: Ord. 2422 §1, 1992: Ord. 2414 §1, 1991: Ord. 2390 §2, 1991: Ord. 2263 §2, 1990: Ord. 2236 §2, 1989: Ord. 2223 §2, 1989: Ord. 2214 §3, 1989: Ord. 2031 §1, 1987: Ord. 1991 §1, 1986: Ord. 1869 §1, 1984: Ord. 1864 §1, 1984: Ord. 1793 §1, 1983: Ord. 1376 §3(part), 1974: prior code §9-4-9(part))

**PUBLIC WORKS  
STAFF REPORT**

**DATE:** August 23, 2009  
**FROM:** Gordon Dobler, City Engineer/Engineering Services Director

**SUBJECT: ACCESS ONTO HANLEY AVENUE FROM 6390 SUNRISE TERRACE**

**DECISION POINT:**

Staff has denied a request for a secondary access onto Hanley Avenue from 6390 Sunrise Terrace. The property owner, Roger Swing wishes to address the City Council and provide arguments for allowing a second access onto his property from Hanley Avenue.

**HISTORY:**

As we begin preparation for widening and improvements to Hanley Avenue west of U.S. Highway 95, a homeowner, Roger Swing, 6390 Sunrise Terrace has requested that an unimproved secondary access he has used to access the rear of his Sunrise Terrace property from Hanley Avenue be approved for incorporation into the design of this project. Roger Swing's corner property at the NE corner of Sunrise and Hanley is addressed from Sunrise Terrace and his approved access is from Sunrise. Staff has considered his request to approve a secondary access from Hanley, but due to the 35 MPD speed limit on Hanley and proximity to the corner of Mineral and Hanley and U.S. 95, this access would be problematic. Granting the secondary access is problematic in that it would set precedence for others wanting a secondary access from their rear yard.

**FINANCIAL ANALYSIS:**

This final decision will have no direct financial impact.

**PERFORMANCE ANALYSIS:**

There is no record of the city granting approval for the secondary access from 6390 Sunrise Terrace onto Hanley Avenue, however, it likely has existed and been used for a long time. Mr. Swing has indicated that denial of access onto Hanley Avenue would greatly degrade his ability to use his property as he has in the past. Two other properties on Sunrise Terrace are similarly affected.

**DECISION POINT/RECOMMENDATION:**

The City Council may wish to consider Roger Swing's arguments for keeping a secondary access onto Hanley Avenue. Due to traffic safety concerns and the potential of setting a precedence allowing secondary side/rear yard access, staff recommends that access onto Hanley from 6390 Sunrise be denied.

Attachment : Vicinity Map



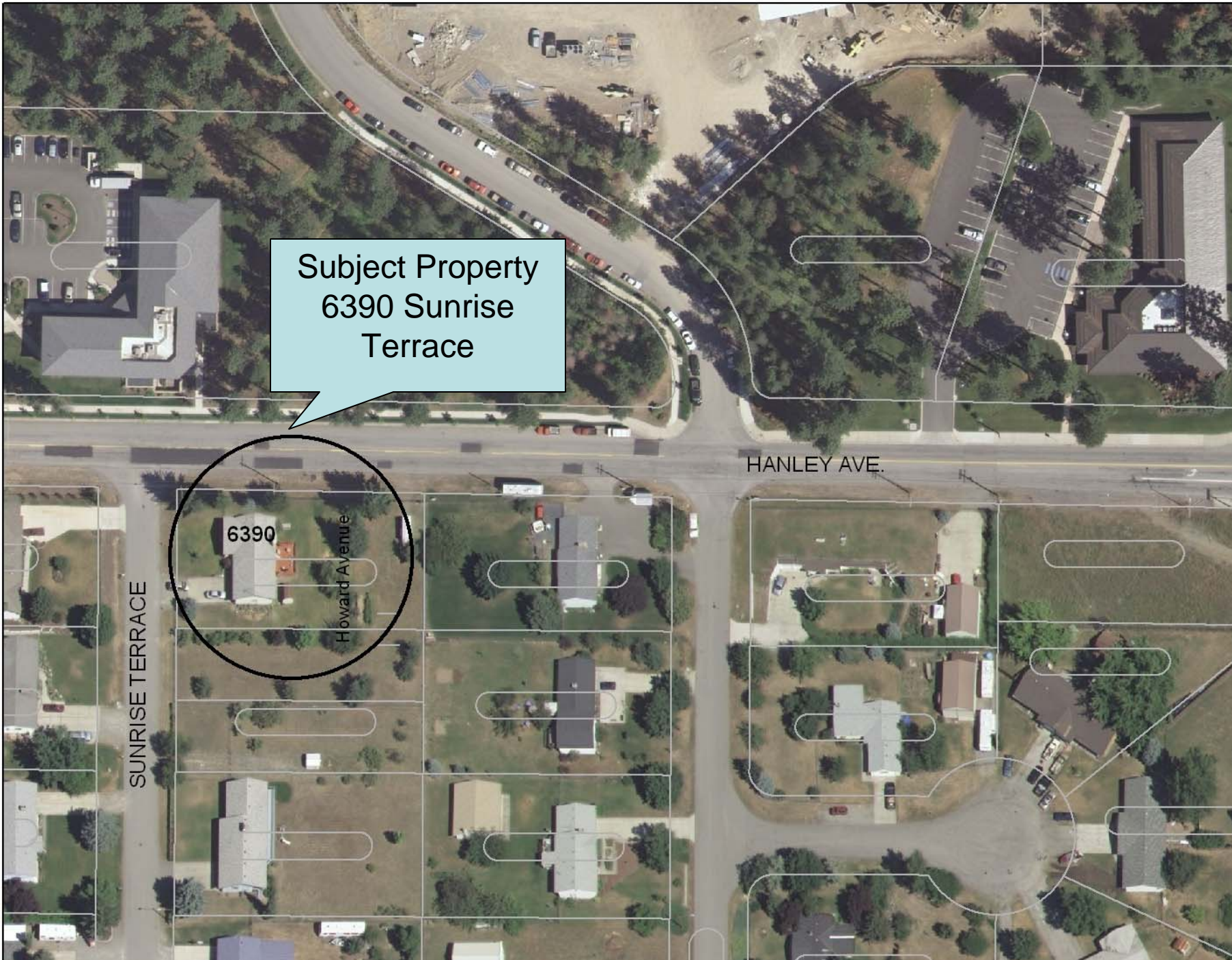
Subject Property  
6390 Sunrise  
Terrace

6390

Howard Avenue

SUNRISE TERRACE

HANLEY AVE.



# PUBLIC HEARINGS

COUNCIL BILL NO. 09-1018  
ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE ENTITLED "THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2009" APPROPRIATING THE SUM OF \$73,865,426 TO DEFRAY THE EXPENSES AND LIABILITIES OF THE CITY OF COEUR D'ALENE FOR SAID YEAR; LEVYING A SUFFICIENT TAX UPON THE TAXABLE PROPERTY WITHIN SAID CITY FOR GENERAL REVENUE PURPOSES FOR WHICH SUCH APPROPRIATION IS MADE; LEVYING SPECIAL TAXES UPON THE TAXABLE PROPERTY WITH SAID CITY FOR SPECIAL REVENUE PURPOSES WITHIN THE LIMITS OF SAID CITY OF COEUR D'ALENE, IDAHO; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE HEREOF.

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

Section 1

That the sum of \$73,865,426 be and the same is hereby appropriated to defray the necessary expenses and liabilities of the City of Coeur d'Alene, Kootenai County, Idaho, for the fiscal year beginning October 1, 2009.

Section 2

That the objects and purposes for which such appropriations are made are as follows:

**GENERAL FUND EXPENDITURES:**

|                                         |                     |
|-----------------------------------------|---------------------|
| Mayor and Council-----                  | \$ 197,594          |
| Administration-----                     | 489,105             |
| Finance Department-----                 | 753,944             |
| Municipal Services-----                 | 1,285,906           |
| Human Resources-----                    | 237,634             |
| Legal Department-----                   | 1,320,488           |
| Planning Department-----                | 520,422             |
| Building Maintenance-----               | 391,436             |
| Police Department-----                  | 9,262,335           |
| Drug Task Force-----                    | 51,640              |
| ADA Sidewalks-----                      | 221,446             |
| Byrne Grant-----                        | 87,343              |
| Fire Department-----                    | 6,774,548           |
| General Government-----                 | 163,250             |
| Engineering Services-----               | 1,079,341           |
| Streets/Garage-----                     | 2,206,686           |
| Parks Department-----                   | 1,609,820           |
| Recreation Department-----              | 764,302             |
| Building Inspection-----                | 833,420             |
| <b>TOTAL GENERAL FUND EXPENDITURES:</b> | <u>\$28,250,660</u> |

**SPECIAL REVENUE FUND EXPENDITURES:**

|                                          |                |
|------------------------------------------|----------------|
| Library Fund-----                        | \$ 1,185,698   |
| Community Development Block Grant-----   | 304,576        |
| Impact Fee Fund-----                     | 830,000        |
| Parks Capital Improvements-----          | 227,000        |
| Annexation Fee Fund-----                 | 200,000        |
| Insurance / Risk Management-----         | 201,243        |
| Cemetery Fund-----                       | 238,674        |
| Cemetery Perpetual Care Fund-----        | 98,500         |
| Jewett House-----                        | 17,100         |
| Reforestatn/Street Trees/Communty Canopy | 45,000         |
| Arts Commission-----                     | 6,600          |
| Public Art Funds-----                    | 173,000        |
| Kootenai Metropolitan Planning Org-----  | <u>650,000</u> |

**TOTAL SPECIAL FUNDS:** \$ 4,177,391

**ENTERPRISE FUND EXPENDITURES:**

|                            |                  |
|----------------------------|------------------|
| Street Lighting Fund-----  | \$ 555,571       |
| Water Fund-----            | 5,910,257        |
| Wastewater Fund-----       | 21,910,819       |
| Water Cap Fee Fund-----    | 416,240          |
| WWTP Cap Fees Fund-----    | 1,026,993        |
| Sanitation Fund-----       | 3,116,772        |
| City Parking Fund-----     | 173,957          |
| Stormwater Management----- | <u>1,388,882</u> |

**TOTAL ENTERPRISE EXPENDITURES:** \$34,499,491

FIDUCIARY FUNDS:----- 2,784,500

CAPITAL PROJECTS FUNDS:----- 2,000,000

DEBT SERVICE FUNDS:----- 2,153,383

**GRAND TOTAL OF ALL EXPENDITURES:** \$73,865,425

Section 3

That a General Levy of \$14,824,571 on all taxable property within the City of Coeur d'Alene be and the same is hereby levied for general revenue purposes for the fiscal year commencing October 1, 2009.

Section 4

That a Special Levy upon all taxable property within the limits of the City of Coeur d'Alene in the amount of \$2,301,656 is hereby levied for special revenue purposes for the fiscal year commencing October 1, 2009.

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 there from.

Section 6

This ordinance shall take effect and be in full force upon its passage, approval and publication in one (1) issue of the Coeur d'Alene Press, a newspaper of general circulation published within the City of Coeur d'Alene and the official newspaper thereof.


APPROVED by this Mayor this 1st day of September, 2009.

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

ATTEST:

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

**CITY COUNCIL  
STAFF REPORT**

**DATE:** September 1, 2009  
**FROM:** Christopher H. Bates, Engineering Project Manager   
**SUBJECT:** **V-09-3, Vacation of Portions of Sorbonne Addition in the  
Coeur d'Alene Place Development**

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**DECISION POINT**

The applicant, Greenstone-Kootenai, is requesting the vacation of undeveloped portions of the Sorbonne Addition subdivision. All lots in Blocks 5, 6, 7, 8, 9, 10, 11, 12, & 13, Tracts C through J, and, Clairval Drive and Bernoulli Loop right's-of-way.

**HISTORY**

The noted development received preliminary plat approval in February 2007, with 244 lots to be built out in four separate phases. The lots consisted of single family and cluster type residential, and, a small area of C-17L commercial.

**FINANCIAL ANALYSIS**

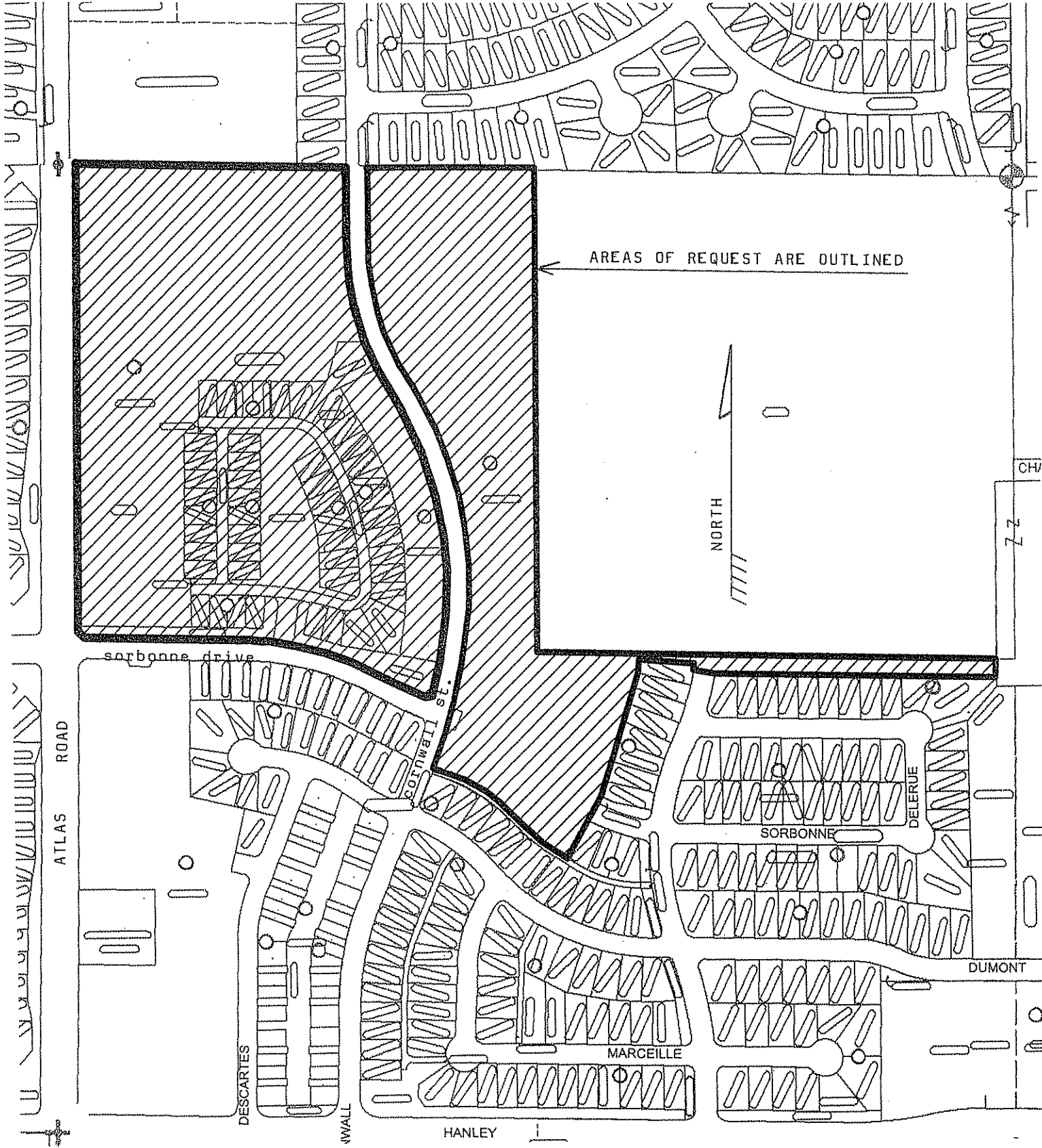
There is no financial impact to the City.

**PERFORMANCE ANALYSIS**

The developer installed a portion of the infrastructure, subsequently bonded for the remainder and received final plat approval in September 2007. The bond that was installed to allow for the final plat to be recorded is coming due, and would require the developer to install the balance the remaining infrastructure and finish out the development. The entire northerly portion of the subdivision has gone undeveloped, and, due to changing housing market conditions, the developer would like to re-evaluate and reconfigure the site. Vacating the plat would facilitate this and allow the developer to start over at such time that conditions change. The public rights-of-way of Cornwall Drive and Sorbonne Street will not be vacated.

**RECOMMENDATION**

Recommendation to the City Council would be for the approval of the vacation to the underlying owner (Greenstone-Kootenai), which would allow for the eventual future re-subdivision to proceed in an unencumbered manner.



AREAS OF REQUEST ARE OUTLINED

NORTH

72

ATLAS ROAD

sorbonne drive

CORNWALL ST.

DESCARTES

WALL

HANLEY

MARCEILLE

SORBONNE

DELERUE

DUMONT

**CITY COUNCIL  
STAFF REPORT**

FROM: JOHN J. STAMOS, SENIOR PLANNER  
DATE: SEPTEMBER 1, 2009  
SUBJECT: RCA-4-09 – REQUEST TO CONSIDER ANNEXATION  
LOCATION: +/- 19,646 SQ. FT. PARCEL AT 5490 NORTH 4<sup>TH</sup> STREET

**DECISION POINT:**

City of Coeur d’Alene, Parks Department is requesting approval of a Request to Consider Annexation of a +/- 6.3 acre parcel containing the Prairie Trail adjacent to the Riverstone development between Seltice Way and the Spokane River.

If the request is approved, the applicant may proceed with filing a formal application for annexation to the City of Coeur d’Alene. If the application is denied, the applicant must wait one year before filing the same application again.

**GENERAL INFORMATION:**





1. **Area of City Impact:**

The area of request is within the Cœur d'Alene Area of City Impact boundary.

2. **Contiguity with City Boundary:**

The area of request is contiguous to existing city limits.

3. **Orderly Growth:**

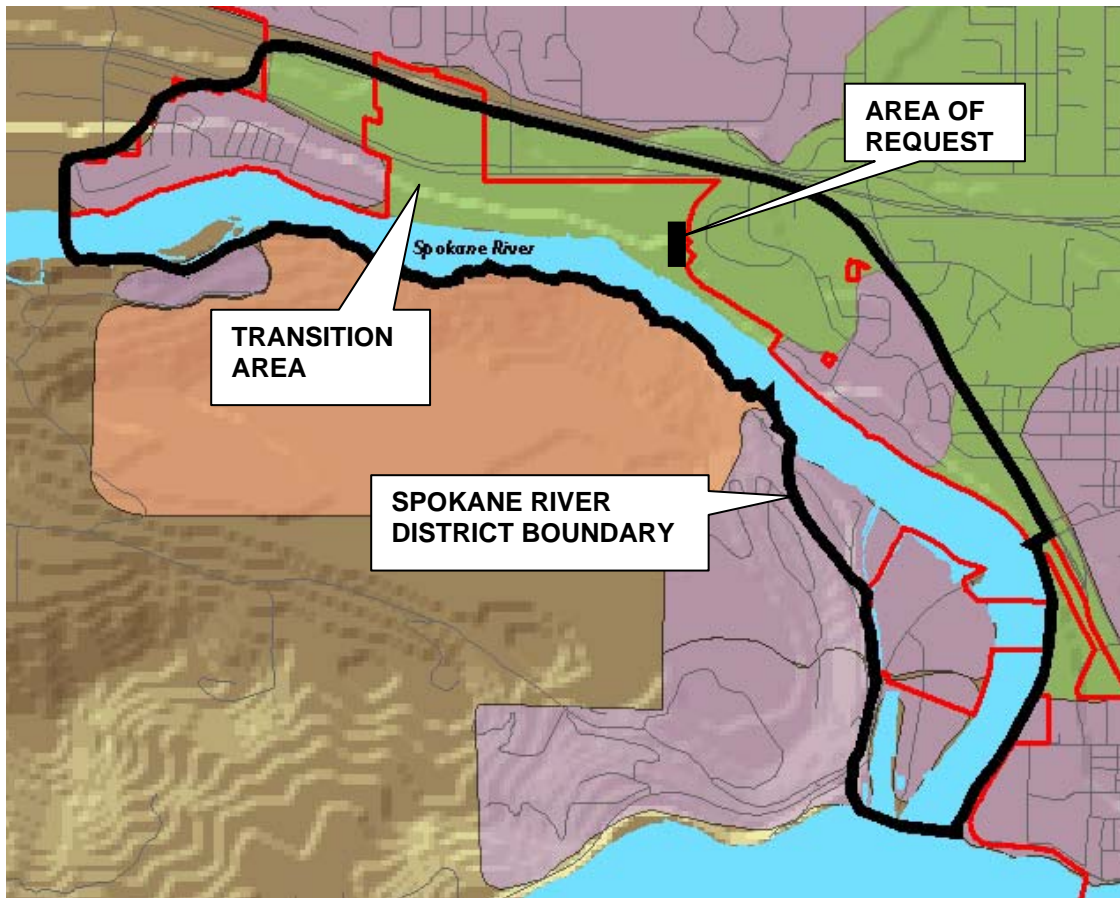
This request would create a more uniform city boundary and would be a logical annexation as the city expands to the west. It is also important because it contains the newly built Prairie Trail, which is maintained by the City of Coeur d'Alene.

4. **Physical constraints:**

The parcel is relatively flat with no physical constraints.

5. **2007 Comprehensive Plan**

The subject property has a land use designation of Transition and is within the Spokane River District, as follows:



**A. Transition Areas:**

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

**B. Spokane River District:**

This area is going through a multitude of changes and this trend will continue for many years. Generally, the Spokane River District is envisioned to be mixed use neighborhoods consisting of housing and commercial retail and service activities that embrace the aesthetics of the proximity to the Spokane River. As the mills are removed to make way for new development, the river shoreline is sure to change dramatically.

**C. The characteristics of the Spokane River District will be:**

- Various commercial, residential, and mixed uses.
- Public access should be provided to the river.
- That overall density may approach ten to sixteen dwelling units per acre (10-16:1), but pockets of denser housing are appropriate and encouraged.
- That open space, parks, pedestrian and bicycle connections, and other public spaces will be provided throughout, especially adjacent to the Spokane River.
- That the scale of development will be urban in nature, promoting multi-modal connectivity to downtown.
- The scale and intensity of development will be less than the Downtown Core.
- Neighborhood service nodes are encouraged where appropriate.
- That street networks will be interconnected, defining and creating smaller residential blocks and avoiding cul-de-sacs.
- That neighborhoods will retain and include planting of future, large-scale, native variety trees.

**6. Prairie Trail:**

The proposed annexation will allow the city to implement the Trail Disturbance Ordinance and enable the Coeur d'Alene Police Department to enforce city laws on this portion of the trail.

**ACTION ALTERNATIVES:**

The City Council can approve the request, with or without conditions, which would allow the applicant to file a formal application for annexation or deny the request, which would require the applicant to wait one year before filing the same application to consider annexation.

