



# Coeur d'Alene

## CITY COUNCIL MEETING

*October 4, 2011*

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**MEMBERS OF THE CITY COUNCIL:**

**Sandi Bloem, Mayor**

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

# CONSENT CALENDAR

**MINUTES OF A REGULAR MEETING OF THE CITY  
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,  
HELD AT THE LIBRARY COMMUNITY ROOM  
SEPTEMBER 20, 2011**

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 September 20, 2011 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

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

Deanna Goodlander               ) Members of Council Absent

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

**INVOCATION** was led by Pastor Dick Hege, Coeur d'Alene Bible Church.

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

**PUBLIC COMMENT:** Mayor Bloem invited public comments with none being received.

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**CONSENT CALENDAR:** Motion by Kennedy, seconded by Bruning to approve the Consent Calendar as presented with the removal of Item 3 Resolution 11-033.

1. Approval of minutes for September 6, 2011.
2. Setting the General Services Committee and the Public Works Committee meetings for Monday, September 26<sup>th</sup> at 12:00 noon and 4:00 p.m. respectively.
3. ~~RESOLUTION 11-033: 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 APPROVING A LEASE AGREEMENT WITH FATBEAM, LLC FOR FIBER CONNECTION BETWEEN CITY HALL AND FIRE STATION 3; APPROVING A SERVICE AGREEMENT WITH KOOTENAI MEDICAL CENTER FOR USE OF MCGRANE POOL FOR SWIMMING LESSONS; APPROVING EMPLOYEE BENEFIT PLAN CHANGES AND RENEWAL RATES; APPROVING A MEMORANDUM OF UNDERSTANDING WITH KOOTENAI COUNTY FOR USE OF LIBRARY AS JOINT INFORMATION CENTER FACILITY; APPROVING CHANGE ORDER NO. 2 WITH PLANNED AND ENGINEERED CONSTRUCTION, INC. FOR THE 2011 CIPP SEWER REHABILITATION PROJECT; AND APPROVING CHANGE ORDER NO. 2 WITH S & L UNDERGROUND, INC. FOR THE 2011 OPEN TRENCH SEWER LINE REPLACEMENT PROJECT.~~
4. Approval of bills as submitted and on file in the Office of the City Clerk.

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

#### RESOLUTION 11-033

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 APPROVING A LEASE AGREEMENT WITH FATBEAM, LLC FOR FIBER CONNECTION BETWEEN CITY HALL AND FIRE STATION 3; APPROVING A SERVICE AGREEMENT WITH KOOTENAI MEDICAL CENTER FOR USE OF MCGRANE POOL FOR SWIMMING LESSONS; APPROVING EMPLOYEE BENEFIT PLAN CHANGES AND RENEWAL RATES; APPROVING A MEMORANDUM OF UNDERSTANDING WITH KOOTENAI COUNTY FOR USE OF LIBRARY AS JOINT INFORMATION CENTER FACILITY; APPROVING CHANGE ORDER NO. 2 WITH PLANNED AND ENGINEERED CONSTRUCTION, INC. FOR THE 2011 CIPP SEWER REHABILITATION PROJECT; AND APPROVING CHANGE ORDER NO. 2 WITH S & L UNDERGROUND, INC. FOR THE 2011 OPEN TRENCH SEWER LINE REPLACEMENT PROJECT.

Motion by Hassell, seconded by McEvers to adopt Resolution 11-033.

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

#### **ANNOUNCEMENTS:**

**COUNCILMAN MC EVERS:** Councilman McEvers announced that the NIC board meetings will begin broadcasting on CDA TV Channel 19 next week.

**ADMINISTRATOR'S REPORT:** City Administrator Wendy Gabriel announced that the 15<sup>th</sup> Street Reconstruction project is estimated to be completed by October 21<sup>st</sup>. Also, installation of the signal at 15<sup>th</sup> & Margaret hinges on the delivery of the equipment from NW Signal. For more information, please call Project Manager Chris Bates at 769-2228. The City of Coeur d'Alene will be partnering with area environmental agencies to host a 2011 Environmental Open House on Tuesday, September 27<sup>th</sup>, from 3:00 p.m. to 6:00 p.m. at the Coeur d'Alene Library Community Room. For more information, contact Kim Harrington at 769-2214. Captain Greg Rod recently returned from a two week session at the National Fire Academy in Emmitsburg, Maryland where he began a two year Executive Fire Officer program. At the last Coeur d'Alene Chamber Upbeat Breakfast, the Coeur d'Alene Fire Department was presented with the Coeur d'Alene Chamber of Commerce's "Community Excellence Award" for 2011. Last Thursday the Street Department crew finished up this year's ADA Abatement program with the last pour on 7<sup>th</sup> Street. The final figures include 31,688 square feet of sidewalk replaced; 312 feet of grinding where the panels of the sidewalk were good, but sections were upheaved), and 45 truncated domes poured at corners. The CDA TV Committee has scheduled this year's Candidate Forum for Thursday, October 20<sup>th</sup>, in the Library Community Room. The forum will be aired live over Channel 19 and then streamed to the City's web page. The airing times will be announced as soon as the cities and candidates participating are confirmed. The Specialized Needs Recreation Program has been awarded a grant for \$4,200 from the Inland Northwest Community Fund. This grant will support SNR's Camp All-Stars program. For further information about SNR, contact Angie Goucher at 755-6781. The City of Coeur d'Alene was given Grow Smart's Redevelopment Award for the

Education Corridor. Coeur d'Alene city staff are planning a Development Forum to give us the opportunity to gather input from our partners in development and construction to help us improve our development processes. The meeting has been scheduled for October 6<sup>th</sup> at 11:30 a.m. to 1:30 p.m. in the Coeur d'Alene Library Community Room. The Inland Northwest Community Foundation also gave \$30,000 to the St Vincent DePaul Center.

**FORMATION/APPOINTMENT – DIKE ROAD (ROSENBERRY DRIVE) AD HOC**

**COMMITTEE:** City Administrator Gabriel reported that this item was requested to be placed on tonight's agenda. She noted that members of the proposed committee will include, but not be limited to, the tree service industry, NIC, congressional delegation, Fort Grounds representative, City Council representative, County Resource Committee representative, a State legislator as well as a representative from the Centennial Trail Foundation.

**MOTION:** Motion by Bruning, seconded by Kennedy to approve the formation of an Ad Hoc Committee to address the Army Corp of Engineers' issues regarding the levee along Rosenberry Drive and authorize the Mayor to appoint the necessary members. Motion carried.

COUNCIL BILL NO. 11-1022  
ORDINANCE NO. 3422

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, VACATING A PORTION OF A PUBLIC UTILITY EASEMENT IN BLOCK 2 OF THE FAIRWAY FOREST SUBDIVISION, RECORDED IN BOOK "F" OF PLATS, PAGES 57/A/B, RECORDS OF KOOTENAI COUNTY, COEUR D'ALENE, KOOTENAI COUNTY, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Motion by Hassell, seconded by Kennedy to pass the first reading of Council Bill No. 11-1022.

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

Motion by Edinger, seconded by McEvers to suspend the rules as to adopt Council Bill No. 11-1022 by its having had one reading by title only.

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

**PUBLIC HEARING – ZC-3-11: ZONE CHANGE AT INTERLAKE MEDICAL CENTER:**

Mayor Bloem read the rules of order for this public hearing. No conflict of interest was declared by any Council member. Councilman Kennedy noted that he has a business relationship with one of the partners of this request; however, Legal Counsel determined there is no conflict of interest. Councilmen Bruning and Kennedy noted that one of the applicants is their personal physician. Sean Holm, City Planner, gave the staff report.

Mr. Holm gave the applicant's name as Kootenai Health & Parkwood Business Properties, the location as a 6.035 acre parcel located north of Emma Avenue, west of Nora Street, and bounded by the Interlake Medical Offices & 923 W. Emma Avenue and the reason for the request as a zone change from R-12 to C-17L.

He went on to give the staff analyses for neighborhood characteristics, zoning/land use, Comprehensive Plan, and utilities. He reported that on August 9, 2011, the Planning Commission voted to recommend approval of the requested zone change. On September 2, 2011 a total of 80 notices for tonight's public hearing were mailed with 9 responses being received - 6 in favor, 2 opposed, and 1 neutral. Written comments were distributed for Council review.

**PUBLIC COMMENTS:** Jeremy Evans, representing the applicant, presented the applicant's purpose for requesting the proposed zone change. Ryan Nipp, representing his firm and co-applicant (Parkwood Business Properties) of the requested zone change, reviewed the proposed site for the Medical Residency building. He noted that the other eight property owners within the area of request have agreed to the requested zone change. Richard McLandress, M.D. 315 N. Forest Street, Coeur d'Alene, explained the growing need for additional physicians for our community.

**MOTION:** Motion by Edinger, seconded by Hassell to approve the requested zone change and to adopt the Findings and Order of the Planning Commission. **ROLL CALL:** Bruning, Aye; Edinger, Aye; Hassell, Aye; Kennedy, Aye; McEvers, Aye. Motion carried.

**PUBLIC HEARING – A-3-11: ANNEXATION AND ZONING OF PROPERTY AT 2200 WEST BELLERIVE LANE:** Mayor Bloem read the rules of order for this public hearing. Tami Stroud, City Planner, gave the staff report.

Mrs. Stroud gave the applicant's name as River's Edge Apartment, LLC, the location as a 2.55 acre parcel west of Bellerive and south of Riverstone, and the request as annexation with an R-17 zoning. She went on to give the staff analyses for comprehensive plan, land use/neighborhood characteristics, zoning, utilities and traffic/streets. She reported that on August 9, 2011 the Planning Commission recommended approval of the annexation and requested zoning. On September 2, 2011 26 notices of tonight's public hearing were mailed with 5 responses being received – 0 in favor, 2 opposed, 3 neutral. Written comments were distributed for Council review.

Councilman Edinger asked if a condition of this annexation would be adding gates to each end of the street of this development for traffic control purposes. City Attorney Mike Gridley responded it could be a condition on a private development; however, the only problem would be the future annexation of property to the west. Mrs. Stroud reported that the Fire Department responded to the proposed gates that as long as they have access they have no objection.

**PUBLIC COMMENTS:** Steve Nemecek, 2060 Bellerive, a member of the Bellerive Homeowners Association, expressed the concerns of the homeowners regarding child safety and traffic on their private road and requested that gates be a condition of approval. Mr. Nemecek noted that if the development were just the 11 homes he would not have a concern. Lance Douglass, 1402 Magnesium Road, Spokane, Washington, spoke as applicant. He explained the planned traffic

pattern for future construction on Bellerive and its access onto public right-of-way. He believes that if a gate were to be required he would recommend it be at the point where Bellerive connects to the public street located northwest of the subject property. Councilman Kennedy noted that at this point the City could not require the gated access to Bellerive but would hope that it would be a commitment by the developer at the time of future development along Bellerive and on the property to the west. City Attorney Mike Gridley noted that these are issues that would be addressed during the annexation agreement.

MOTION: Motion by Hassell, seconded by Bruning to approve the annexation and R-17 zoning, to adopt the Findings and Order of the Planning Commission and to direct staff to negotiate an annexation agreement. ROLL CALL: Bruning, Aye; Edinger, Aye; Hassell, Aye; Kennedy, Aye; McEvers, Aye. Motion carried.

**PUBLIC HEARING – AMENDMENTS TO THE 2010-2011 ANNUAL**

**APPROPRIATIONS:** Mayor Bloem read the rules of order for this public hearing. Finance Director Troy Tymesen gave the staff report.

Mr. Tymesen reviewed the changes to this year's budget which include energy improvements, land acquisition, no debt incurred, 10 fewer employee positions in 2 years, fund balance projected at 12% and \$1.1 million in grant funds. He noted that additional \$3,564,896 in revenue received but not originally budgeted and listed the expenditures added to this budget.

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

COUNCIL BILL NO. 11-1023  
ORDINANCE NO. 3423

AN ORDINANCE AMENDING ORDINANCE 3392, THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2010 APPROPRIATING THE SUM OF ~~\$77,913,463~~ \$81,478,359, WHICH SUM INCLUDES ADDITIONAL MONIES RECEIVED BY THE CITY OF COEUR D'ALENE IN THE SUM OF \$3,564,896; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND PROVIDING AN EFFECTIVE DATE HEREOF.

Motion by Kennedy, seconded by Hassell to pass the first reading of Council Bill No. 11-1023.

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

Motion by Kennedy, seconded by McEvers to suspend the rules and to adopt Council Bill No. 11-1023 by its having had one reading by title only.

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

**EXECUTIVE SESSION:** Motion by Bruning, seconded by McEvers to enter into Executive Session as provided by I.C. 67-2345 : To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation or controversies not yet being litigated but imminently likely to be litigated

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

The session began at 7:53 p.m. Members present were the Mayor, City Council, City Administrator, Deputy City Administrator and City Attorney.

Matters discussed were those of litigation. No action was taken and the Council returned to regular session at 8:54 p.m.

**ADJOURNMENT:** Motion by Bruning, seconded by McEvers to recess this meeting to September 22, 2011 at 5:00 p.m. in the City Hall former Council Chambers for a workshop with Police Department representatives. Motion carried.

The meeting recessed at 8:54 p.m.

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Sandi Bloem, Mayor

ATTEST:

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Susan Weathers, CMC  
City Clerk



**CITY COUNCIL WORKSHOP**  
**September 22, 2011 5:05 p.m.**  
**Former City Council Chambers**

The City Council met in continued session in a workshop setting on September 22, 2011 at 5:05 p.m. there being present upon roll call a quorum:

Sandi Bloem, Mayor

**City Council Members Present:**

Mayor Sandi Bloem

Ron Edinger

John Bruning

Woody McEvers

Al Hassell

Mike Kennedy (5:19 pm)

**Council Members Absent:**

Deanna Goodlander

**Staff Present:** Wendy Gabriel, City Administrator; Jon Ingalls, Deputy City Administrator; Wayne Longo, Chief of Police; Steve Childers, Police Captain; Bill McLeod, Police Lieutenant; Lee Brainard, Police Sergeant; Mike Gridley, City Attorney; Wes Somerton, Chief Criminal Deputy City Attorney; Kenny Gabriel, Fire Chief; Glen Lauper, Deputy Fire Chief Bobby Gonder, Fire Inspector; Kathy Lewis, Deputy City Clerk.

**Guests:** Terry Cooper, Coeur d'Alene Downtown Assoc.; Bill Reagan, Hagadone Hospitalities; Mike Lyon, Moose Lounge; Dave Pulis, Moose Lounge; Tom Robb, Iron Horse; Aaron Robb, Iron Horse; Junior Briseno, Toro Viejo; Donald Smock, Seasons; Laurita Mikalatos, Miks; Robert Ciccone, Crickets; Paul d'Orazi, ICON, Beacon; Whitney Hall, Hogfish; Adam Graves, City Council Candidate.

**WORKSHOP – DOWNTOWN BAR ISSUES:** Mayor Bloem called the meeting to order and explained that the evening was a workshop to inform the City Council members of some issues and observations of the conditions in the downtown area over the summer season. The Mayor explained the meeting was an informational workshop.

Captain Childers led with an overhead presentation showing statistics over the past few years regarding different types of police calls in the downtown area, most occurring between 9 pm and 4 am. In most areas, the City is maintaining approximately the same amount of calls and arrests as for the past five years. Some of these calls may be calls that are not related to alcohol. Underage citations and all alcohol citations have increased.

Councilman Edinger questioned what do the Police credit that increase to? Captain Childers replied that more and more often people are drinking outside establishments, outside the barriers, some bringing alcohol with them or drinking in their cars, or drinking elsewhere first. In early spring, the Police met with the bar owners to help curb the problems early in the season and to establish a working relationship for both parties. One issue that occurred this year was people leaving their alcohol on tables inside the barrier, and then standing outside the barrier to drink. The Police are issuing more warnings but for repeat offenders, citations are issued. As to the juvenile issue, they are not sure but think that there is an attraction due to all the nightlife activity occurring in a limited area. Sgt. Brainard also added that there is still 3 ½ months left in the year and numbers could increase for 2011. Chief Longo also explained that the population has increased and there is more congestion in a more confined space.

City Administrator Ingalls commented that he observed servers serving from outside the barriers as inside barrier area was too congested.

Captain Childers explained the special emphasis program used this summer on several weekends, utilizing both plainclothes police officers and uniformed officers. Of the \$14,464.45 cost, approximately \$7,700.00 of the cost was paid for by grants. Captain Childers explained that plain clothed officers worked undercover in the alleys and parking lots. Several videos were shown illustrating what the officers are dealing with at night. The problem with overtime officers is that they get burned out and attitudes decline.

Deputy Fire Chief Lauper and Firefighter Gonder also worked on these patrols checking fire codes and capacities for safety. Deputy Chief Lauper stated that there has been tremendous improvement in the cooperation between the City and the establishments over the past 20 months. They have a DVD available regarding exiting plus a one hour class in using fire extinguishers.

The goals of the patrols were to find out what enforcement worked the best to quell the issues. Some of the findings were:

1. Most problems late at night were outside the bars not inside.
2. Results were better with a presence of uniformed officers

Possible short and long term solutions:

1. Hospitality Institute-Webinar Training for servers (over serving problem)
2. TIPS Program – Business initiated or in-house training (over serving-legal issues)  
Inside bar “spotter” to watch who is getting intoxicated
3. Additional foot patrols (3 bicycle patrols now assigned to night - only 1 left on day shift) Creates void during day and how to pay for the cost of approximately \$14,000.
4. Review entrance lines for permit holders to avoid sidewalk overcrowding
5. Congregation of smokers at entrance points
6. Review repair of deteriorated sidewalks to avoid accidents – sober people trip in daylight –worse at night

7. Better attentive bouncers/security - not distracted by flirting etc. Personnel roam to check for intoxication
8. Less sales incentives (e.g. All you can drink coupons, buckets, promos on boats that spill downtown when boat lands etc.)
9. Downtown cameras ( both inside and outside- strategic locations )
10. Taxi Stands with restricted areas for pickup-drop off (current non-use by taxis not working- double parking and u-turns in street )
11. Quarterly meetings with bar owners
12. Use of megatometers for metal detection ( undercover officers had guns that were not detected)
13. Better lighting including closing time (Pita Pit, taxi stand, internal in bars at closing)
14. Review business and bars hours of operation ( potential for staggered hours)
15. Beer/Wine Requirements – increase fees /revocation standards. Add additional criteria for loss of permit. Determine who/how to monitor. Allow only places with under 21 designation outdoor seating? Revocation-how long?
16. Stamping hands – inked for denial of access (consider social network for quick communication)
17. Chairs on tables at closing time-brooms come out
18. Close garage doors earlier to deflect some of the noise-set new decibel limits for DC-17 as now residential as well as commercial)
19. Downtown Curfew ( what are legal options)
20. Limit outside table hours
21. Use undercover police as deterrent- spread the word they are present
22. Private security wearing badges or uniforms also readily identifiable
23. Look at how other cities handling these issues – utilize best practices
24. How to generate revenue for additional costs
25. Review/revise zoning ordinances- density of bars – (minimum distance between)
26. Crowd management training – public safety plans
27. Incentives for bars operating well to avoid problems (City or Downtown Assoc.)

Councilman Edinger asked to hear from someone who had been in business downtown for many years and Tom Robb replied to his request. Their bar has worked hard to cooperate with the Police, Fire, and City Administration requests and requirements. They provide free taxi rides for patrons and now have complete trust in the Police Department. They work hard at dispersing the crowd at closing time. They feel a responsibility for their patrons. They added afternoon security this summer when crowds started congregating earlier. He feels there has been a 180 degree turn for the better over the past four years for cooperation and working together. He also commented that there are teenagers hanging out downtown using filthy language and not just people in bars.

Councilman Hassell reported that now that he lives in the downtown area he has observed many societal changes creating issues. The noise level is much louder between midnight and two in the morning.

Whitney Hall reported that she previously was a General Manager in downtown Boise. She stated that more training needs to be done with kids to help prevent the juvenile problem and that parents need to take some responsibility. She is in favor of stronger measures for bars not following rules or being irresponsible. If non-compliant, fine them and put them out of business.

Councilman Kennedy replied that many bar owners are being responsible and some aren't. Constituents are asking that all bars be closed at 10 pm. (The outside areas were expanded back to 11 pm this year) but complaints are also from frustrated business owners. They want something done because people are urinating and vomiting in public on the sidewalks, streets, and other daytime businesses flower pots etc. and destroying property.

Bill Reagan replied that the downtown businesses are occupied, as well as residents and professionals and it is strong and vibrant, with a few people creating a lot of the problem. The main issues he views are:

1. People bringing their own alcohol
2. People are walking downtown with alcohol
3. Over serving- bartenders just pushing drinks not paying attention to result
4. Need more visible uniforms – people will come downtown if they feel safe

He also commented that Seattle has implemented staggered closing times to help their problem.

Police Chief Longo commented that he has found that on emphasis night most patrons say thanks and appreciate the additional safety measures.

Councilman Kennedy asked if the downtown can be re-zoned to limit the number of bars. He also stated that some peer pressure on the bad bars from the responsible bars might help.

Terry Cooper interjected that they do now have some numbers and there can be up to 4,500 people in restaurants and nightclubs in a night, if at capacity. This is equal to the number of participants at some of the city's larger events. The goal of all is to make the environment safe. A plan needs to be developed. He stated that if more feet need to be on the street, let's see how it can happen during prime time season.

Mayor Bloem commented that it's not just feet on the street but all need to work on building a culture and set good expectations for that culture, and live it. The city does not have to tolerate bad language and offensive behavior. If everyone works together to promote a positive culture, and that bad behavior won't be accepted, then we can all make this a place we want it to be.

Deputy Administrator Ingalls announced that he had some comments from Councilman Goodlander, who was unable to attend. Things that she feels need to be looked at are: Garage doors, last call on sidewalk at 11:00pm, and the number of fixtures in the restrooms.

Laurita Mikolatos commented that she is not opposed to paying a police officer to be in her establishment on weekends from 9 pm to 3 am.

Dave Pulis stated that if the City and bars make a stand, violators will spread the word and help improve the culture.

Mayor Bloem announced that there be consensus on the issues, she would like to have a committee of the following staff of Wendy Gabriel, Chief Longo, Chief Gabriel, Jon Ingalls, and Wes Somerton to devise a process to have a better system in place.

Councilman McEvers asked if the outdoor seating could be taken away. City Attorney Gridley replied that there must be clear identifiable, measureable criteria in place. He then asked if a curfew could be implemented. City Attorney Gridley replied that would it be difficult to regulate as someone could be in the area just walking to work, etc. Councilman McEvers also asked if someone was not performing well, could the bar be shut down immediately. City Attorney Gridley again replied, if clear measureable criteria and standards exist.

City Attorney Gridley was questioned as to whether the City could establish a trespass zone for violators so they could not return and he was also questioned about public drunkenness and bad language. He replied that business owners could establish rules inside their facility for offensive language but due to first amendment rights, can't arrest on the sidewalk.

Deputy City Attorney Wes Somerton explained that if someone is on the sidewalk and picked up for public drunkenness, they can't be arrested but they can be placed in protective custody. If that happens, then they have to be sent to treatment.

Captain Childers wrapped up by stating that if a better culture is created, then less police presence may be required. In order for it to work, all will have to cooperate and work at it along with all the employees. If the employees don't help, then things will revert back.

ADJOURNMENT Motion by Kennedy to adjourn, seconded by McEvers. Motion carried.

Meeting adjourned at 7:00 p.m.

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Sandi Bloem, Mayor

ATTEST:

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Kathy Lewis, Deputy City Clerk

RESOLUTION NO. 11-034

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 AN AGREEMENT WITH WHITEWATER DEVELOPMENT FOR AWARD OF CDBG FUNDS; AND APPROVING CHANGE ORDER NO. 8 – WWTP PHASE 5B CONSTRUCTION.

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 2" and by reference made a part hereof as summarized as follows:

- 1) Approving an Agreement with Whitewater Development for Award of CDBG Funds;
- 2) Approving Change Order No. 8 – WWTP Phase 5B Construction;

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 2" 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 4<sup>th</sup> day of October, 2011.

\_\_\_\_\_  
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 \_\_\_\_\_.

## MEMORANDUM

DATE: September 27, 2011

FROM: Renata McLeod, Project Coordinator

RE: Community Development Block Grant Subrecipient Agreement with Whitewater Development, Inc.

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**DECISION POINT:** To approve the Subrecipient Agreement with Whitewater Development Inc. for the Riverstone Apartment project in the amount of \$10,000.

**HISTORY:** On September 1, 2010 the City provided a letter in support of the Whitewater Development tax credit grant, authorizing the award of a \$10,000 Community Development Block Grant (CDBG) toward engineering/architectural fees which will benefit a 50 unit apartment project. This project will set aside 39 units for low-moderate income citizens. Whitewater Development was awarded the tax credit grant and is now ready to complete the CDBG grant process. The attached subrecipient agreement outlines the Federal Code requirements associated with CDBG funds, as well as the reporting requirements. These funds are only a small part of the apartment development financing budget (estimated at \$7,938,731); however, it demonstrated the City's support which provided additional points to the tax credit grant application, which assisted in its award. Additionally, the construction is almost complete and should be ready to house citizens by the end of the year.

**FINANCIAL ANALYSIS:** The City has budgeted \$10,000 within the CDBG Plan Year 2010 budget.

**PERFORMANCE ANALYSIS:** Authorizing this agreement will allow staff to process payment of the grant and set forth the reporting requirements for the grant closure.

**DECISION POINT/RECOMMENDATION:** approve the Subrecipient Agreement with Whitewater Development, Inc. for the Riverstone Apartment project in the amount of \$10,000.



## **AGREEMENT FOR CDBG GRANT FUNDS FOR WHITEWATER DEVELOPMENT, INC.**

**THIS AGREEMENT** is entered into between the **CITY OF COEUR D'ALENE**, a municipal corporation, whose mailing address is 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814-3958, hereinafter referred to as the "CITY" and **WHITEWATER DEVELOPMENT, INC.**, an Idaho Limited Liability Corporation, whose mailing address is: P.O. Box 1478, Hayden, Idaho, 83835-1478, hereinafter referred to as "Subrecipient."

The key contact for the Owner is Maryann Prescott, Project Representative.

The key contact for the CITY is Kay Kitchel, CDBG Grant Administrator, and Panhandle Area Council (PAC).

1. Activities under This Agreement. The CITY has received from the U.S. Department of Housing and Urban Development ("HUD"), a grant from the Community Development Block Grant Program, identified as Grant No. B-10-MC-16-0007 (the "CDBG Grant"). From this CDBG Grant the CITY is awarding \$10,000.00 (Ten Thousand Dollars) to Whitewater Development, Inc. for architecture and engineering activities during the development and construction of Riverstone West Apartments, a 50 unit multi-family, rental apartment project for low income households. The project is more fully described in **Attachment A** "Scope of Work."

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit to low-moderate income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The subrecipient certifies that the activity (ies) carried out under this Agreement will meet the National Objective of benefitting low-moderate income persons by providing one LMI unit at the completion of the project.

2. Effective Date and Time of Performance. This Agreement shall take effect on the date of execution of this agreement. The term of this agreement and the provisions herein shall be extended to cover any additional time period required to perform work for close out.

3. Grant Amount and Matching Obligations. It is expressly agreed and understood that the total amount to be paid by the CITY under this Grant Agreement shall not exceed \$10,000.00 (Ten Thousand Dollars,) referred to herein as the "grant funds." In the event costs exceed these grant funds, the Subrecipient shall be responsible for any and all additional costs. The Subrecipient will provide the management resources, staff, and office supplies needed for the project.

4. Budget. The Budget as set forth in **Attachment B** and attached hereto, shall be adhered to unless otherwise amended in writing by both the Subrecipient and the CITY. Whitewater Development, Inc. will immediately repay to the City any amount of the grant funds that the City determines has been expended in a manner inconsistent with the CDBG Budget-Use of Funds.

5. Program Income. The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. Program income is considered the same as grant funds and is thereby subject to this contract and all the federal regulations. The Subrecipient is allowed to retain and use program income for the same purposes as covered by this Agreement. Program income shall be expended before any additional grant funds are requested unless authorized differently in the Scope of Work.

6. Payments. The CITY will pay to the Subrecipient funds available under this agreement based upon information submitted by the Subrecipient and consistent with any approved budget and City policy concerning payments. Payments will be made for eligible expenses actually incurred by the Subrecipient, and in no case will it exceed actual cash requirements. Payments will be adjusted for any program income earned under this agreement.

The subrecipient shall submit a single request for reimbursement of actual eligible expenses which shall be numbered and dated. The report shall at a minimum include the project name, subrecipient and address to which payment is to be made, detailed itemized costs by budget category. All reporting shall be supported by appropriate documentation such as receipts, billings, invoices, timesheets, or other similar documents. Proof of payment must be provided. A Progress report must be submitted with the pay request.

The pay request should be submitted to the City's Grant Administrator at Panhandle Area Council (PAC), 11100 N. Airport Drive, Hayden, Idaho 83835-9798.

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

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

9. Environmental. The Subrecipient shall comply with the conditions of the Environmental Review performed for this project. The Subrecipient has copies of the Environment Review Record.

10. Real Property Acquisition, Relocation and Disposal. The subrecipient agrees to comply with a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocations Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons

as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable City ordinances, resolutions and policies concerning the displacement of persons from their residence.

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

12. Termination of Grant Agreement. The CITY may at any time terminate this Agreement for cause or convenience. If terminated for the convenience of the CITY, the CITY shall pay for any work completed up to the date of the termination. If the CITY terminates this Agreement for cause, the CITY will not make any payments for work completed in violation of this Agreement. If for any reason the Grant Agreement is terminated, the Subrecipient agrees and acknowledges that the CITY shall bear no liability or responsibility of any kind or for any reason to the Subrecipient for any of the funds received, to be received, or anticipated to be received pursuant to this Agreement.

13. Financial and Progress Reports. On a monthly basis the Subrecipient shall submit financial reports that details costs incurred by line item as described in the project budget, **Attachment B**. The Subrecipient agrees to submit monthly performance reports in the form, content, and frequency as required by the CITY and to provide any and all information, including demographic data, which the CITY may need or request in preparing the CITY's interim performance reports to HUD. A detailed written final report with documentation of the activities carried out, expenditures and benefits generated shall be submitted to PAC at the conclusion of the project.

The Subrecipient shall report all program income generated by activities carried out with CDBG funds made available under this agreement. The Subrecipient may use such income during the contract period for activities permitted under this agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand.

All required reports shall be submitted to the City's Grant Administrator at Panhandle Area Council (PAC), 11100 N. Airport Drive, Hayden, Idaho 83835-9798.

14. Record Keeping. The Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls and maintain necessary source documentation for all costs incurred. The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred.

It shall keep records sufficient to document purchases that are in accordance with procurement policies and track assets. Any real property acquisition activities shall be documented as required by the Acquisition and Relocation requirements of the grant program. Records of compliance with any

environmental requirements shall be maintained. Other records required to document activities undertaken; demonstrating eligibility and a national objective has been met.

15. Client Data and Disclosure. The Subrecipient shall maintain client data demonstrating client eligibility for services which shall include but not be limited to client name, address, income level or other basis for determining eligibility. This data will be submitted to the Grant Administrator using the provided demographic report form as part of the progress report.

Client information collected under this Agreement is private and the use or disclosure of such information is prohibited when not directly related to the City's or Subrecipient's responsibilities with respect to services under this Agreement unless written consent is first obtained from the client.

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

17. Subcontracts. The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without written consent of the CITY prior to the execution of such agreement. These subcontracts shall contain all the requirements of this Agreement. In addition, prior to execution of any amendments to subcontracts, written consent by the CITY is required. All contracts and subcontracts must comply with all applicable state and federal laws and regulations.

18. Audit and Monitoring. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the CITY, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, to audit, examine, and make excerpts or transcripts of all relevant data.

The Subrecipient shall provide the CITY with an annual agency audit in accordance with OMB Circular A-133 and the Single Audit Act of 1984. The audit shall be completed by a certified public accountant during the regular annual audit cycle. The Subrecipient shall provide annual audits through the last fiscal year grant funds are expended.

19. Retention. The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the CITY's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. If there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year retention period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

20. Recognition. The CITY and the Subrecipient agrees that appropriate information shall be given to recipients of the CDBG Entitlement Program that shall give credit to HUD and the CITY for helping underwrite the program with CDBG funding. The Subrecipient will include a reference to the support provided herein in all publications made possible with CDBG funds under this Agreement.

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

22. Hold Harmless. The Subrecipient shall hold harmless, defend and indemnify the CITY and its representatives from any and all claims, actions, suits, charges and judgments or losses of any kind, nature, and description, including costs, expenses, and attorney fees, that may be incurred by reason of any act or omission, neglect or misconduct of the Subrecipient that may arise out of or which are in any way related to this Agreement.

23. Independent Contractor. The contracting parties warrant by their signature that no employer-employee relationship is established between the Subrecipient and the CITY by the terms of this Agreement. It is understood by the parties hereto that the Subrecipient is an independent contractor and shall at all times remain an independent contractor with all respects to the CITY and shall maintain (as needed or required by 24 CFR 84.31) for itself and its employees; insurance, workman's Comp, unemployment insurance, FICA and tax filings.

24. Closeout. The Subrecipient's obligation to the CITY shall not end until all close-out requirements are completed. Close-out activities shall include, but are not limited to: making final payments, disposing of program assets and determining the custodianship of records, required reporting completed, and the project National Objective met.

25. Labor Standards. The Subrecipient agrees to comply with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.

26. Copyrights. If this Agreement results in any copyrightable materials or inventions, the CITY reserves the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work or materials for governmental purposes.

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

The Subrecipient certifies that no funds provided by this Agreement shall be used for political activities, lobbying, political patronage or nepotism.

The Subrecipient further agrees that funds provided under this Agreement will not be used for religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction or proselytizing.

28. Section 3. The Subrecipient shall comply with the provisions of Section 3 of the HUD Act of 1968, as amended and strive to select services or contractors that reside or have their business locations in the City of Coeur d'Alene. This will meet the Section 3 requirements that to the greatest extent feasible opportunities for training and employment be given to low and very low income residents of the project area and that contracts for work in connection with this project be awarded to business concerns that provide economic opportunities for low and very low income persons residing in the area in which the project is located.

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

**IN WITNESS WHEREOF**, the Mayor and City Clerk of the City of Coeur d'Alene have executed this Agreement on behalf of said city and the Corporation has caused the same to be signed and the undersigned has caused this Agreement to be executed this 4th day of October, 2011.

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

**WHITEWATER DEVELOPMENT, INC.**

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

By: \_\_\_\_\_  
**Maryann Prescott, Manager**

**ATTEST:**

**ATTEST:**

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

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

ACKNOWLEDGMENTS

STATE OF IDAHO            )  
  ) ss  
COUNTY OF KOOTENAI    )

On this 4<sup>th</sup> day of October, 2011, 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 in and for the State of Idaho  
Residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

\*\*\*\*\*

STATE OF IDAHO            )  
  ) ss  
COUNTY OF KOOTENAI    )

I CERTIFY that on \_\_\_\_\_, 2011 **Maryann Prescott** personally came before me and acknowledged under oath that she is the Manager, of the Whitewater Development, an Idaho Limited Liability Corporation and was authorized to execute this instrument on behalf of the corporation and executed the instrument as the act of the corporation.

\_\_\_\_\_  
Notary Public in and for the State of Idaho  
Residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

# Attachment A

## Grant Agreement between CITY of Coeur d'Alene and Whitewater Development, Inc.

### Scope of Services

Under the 2010 Community Development Block Grant Whitewater Development Inc. will utilize \$10,000 for architecture and engineering activities during the development of the **Riverstone West Apartments**, a 50 housing unit multi-family, rental apartment project, which 38 units would be set aside for low-to-moderate income households. Riverstone West Apartments, a new construction project will consist of 8 1-bedroom, 30 2-bedroom, and 12 3-bedroom units predominantly serving 40% & 50% AMI households. Whitewater Development LLC will develop and manage this project. Other funding for this project includes tax credits with a 40-year commitment to provide the housing units to LMI citizens.

National Objective: As a result of the CDBG funding, the project will provide one (1) LMI unit and when accomplished will complete the project.

At the completion of the project, a final report is due on the number of beneficiaries served and the demographics of those served specifically the ethnicity, female head of household, and the LMI status identified as either extremely low, low or moderate income household. Reimbursement request and reports on progress and expenditures shall be submitted to PAC.



# Attachment B

**DEVELOPMENT COSTS**

(Low Income Housing Tax Credit Developments Only)  
(List Eligible Basis by Credit Type (Residential Portion Only))

	ACTUAL COST	30% Present Value Credit ELIGIBLE BASIS	70% Present Value Credit ELIGIBLE BASIS
<b>Itemized Cost (list "Other" items)</b>			
<b>To Purchase Land and Buildings</b>			
Land	\$656,000		-0-
Existing Structures			-0-
Demolition			
Legal Costs		-0-	-0-
Title & Closing Costs	\$7,739	-0-	-0-
<b>Sub Total</b>	<b>\$663,739</b>	<b>\$0</b>	<b>\$0</b>
<b>For Site Work</b>			
Site Work	\$753,152		\$753,152
Off Site Improvement	\$207,492	-0-	\$207,492
Other			
<b>Sub Total</b>	<b>\$960,644</b>	<b>\$0</b>	<b>\$960,644</b>
<b>For Rehab &amp; New Construction</b>			
New Building (total from page 8)	\$3,694,526		\$3,694,526
Rehabilitation			
Accessory Building	\$78,146		\$78,146
Buildings or facilities with tenant charges	\$46,900	-0-	-0-
General Requirements *	\$125,000		\$125,000
Contractor Overhead *	\$55,000		\$55,000
Contractor Profit *	\$175,000		\$175,000
Other			
<b>Sub Total</b>	<b>\$4,174,572</b>	<b>\$0</b>	<b>\$4,127,672</b>
* General Requirements, Overhead and Profit limited to a total of 14% (Construction Contract less General Requirements, Overhead and Profit). (For Profit, Overhead and General Requirements see appropriate LIHTC or HOME Plan limitations.)			
<b>For Contingency</b>			
Construction Contingency	\$275,000		\$275,000
<b>For Architectural and Engineering Fees</b>			
Architect Fee - Design	\$90,000		\$90,000
Architect Fee - Supervision	\$10,000		\$10,000
Engineering Fees/Survey	\$42,800		\$42,800
<b>Sub Total</b>	<b>\$142,800</b>	<b>\$0</b>	<b>\$142,800</b>
<b>For Permits</b> (Costs of Permits must be broken out of construction costs)			
Permits:	\$370,000		\$370,000
Fees:			
Plan Checks			
<b>Sub Total</b>	<b>\$370,000</b>	<b>\$0</b>	<b>\$370,000</b>
<b>For Interim Costs:</b>			
Construction Insurance	\$12,500		\$12,500
Construction Interest (include only construction period interest)	\$200,000		\$200,000
Construction Loan Origination Fee	\$58,000		\$58,000
Title Insurance/Escrow/Recording/Closing	\$23,000		\$23,000
Construction Taxes	\$10,000		\$10,000
Legal Costs	\$45,000		\$45,000
Other Soft Cost Contingency, Const. Bank Fees, & Insp. Fees	\$43,000		\$43,000
<b>Sub Total</b>	<b>\$391,500</b>	<b>\$0</b>	<b>\$391,500</b>
<b>For Permanent Financing Fees and Expenses:</b>			
Credit Report	\$0	-0-	-0-
Permanent Loan Origination Fee & Conversion Fee	\$29,950	-0-	-0-
Title Insurance/Escrow/Recording/Closing	\$11,657	-0-	-0-
Legal Costs	\$5,000	-0-	-0-
Other Closing Fees	\$4,030	-0-	-0-
<b>Sub Total</b>	<b>\$50,637</b>	<b>-0-</b>	<b>-0-</b>
<b>PAGE TOTAL</b>	<b>\$7,028,892</b>	<b>\$0</b>	<b>\$6,267,616</b>

**DEVELOPMENT COSTS**

(Low Income Housing Tax Credit Developments Only)  
List Eligible Basis by Credit Type (Residential Portion Only)

Itemized Cost (list "Other" items)	ACTUAL COST	30% Present Value Credit ELIGIBLE BASIS	70% Present Value Credit ELIGIBLE BASIS
<b>For Soft Costs</b>			
Property Appraisal	\$6,000		\$6,000
Market Study	\$4,500		\$4,500
Environmental Report	\$2,852		\$2,852
Soils Tests	\$1,500		\$1,500
Tax Credit Fees (Estimate 6% of credit + application fee)	\$41,000	-0-	-0-
Rent-Up Expense	\$14,287	-0-	-0-
Organizational Costs (Excluding Syndication)	\$3,000		
Other Syndicator Fee	\$30,000	-0-	-0-
<b>Sub Total</b>	<b>\$103,139</b>	<b>\$0</b>	<b>\$14,852</b>
<b>For Developer's Fees</b>			
(Not to exceed 14% of total cost, excluding reserves, developer and consultant fees) (See appropriate LIHTC or HOME Plans for limitations on Developer Fee.)			
Developer Fee (includes profit and overhead)	\$617,700		\$617,700
Consultant's Fee			
<b>Sub Total</b>	<b>\$617,700</b>	<b>\$0</b>	<b>\$617,700</b>
<b>For Development Reserves</b>			
Rent-Up Reserve (include interest during lease-up)	\$74,000	-0-	-0-
Operating Reserve (only if required by Lender or Syndicator)	\$115,000	-0-	-0-
Other :			
<b>Sub Total</b>	<b>\$189,000</b>	<b>\$0</b>	<b>\$0</b>
<b>Subtotal from this page</b>	<b>\$909,839</b>	<b>\$0</b>	<b>\$632,552</b>
<b>Subtotal from previous page</b>	<b>\$7,028,892</b>	<b>\$0</b>	<b>\$6,267,616</b>
<b>TOTAL</b>	<b>\$7,938,731</b>	<b>\$0</b>	<b>\$6,900,168</b>

(Low Income Housing Tax Credit Developments Only)		
Less federal grant used to finance qualifying development costs.		
List Grants:		
Less amount of nonqualified nonrecourse financing		
Less nonqualifying units of higher quality		
Less nonqualifying excess portion of higher quality units		
Less Historic Tax Credit (Residential Portion Only)		
<b>Total Eligible Basis</b>	<b>\$0</b>	<b>\$6,900,168</b>
Multiplied by Difficult to Develop or Qualified Census Tract Allowance		1.30
Multiplied by the Applicable Fraction		79.59%
<b>Total Qualified Basis</b>		<b>\$7,139,397</b>
Multiplied by the Applicable Tax Credit Percentage (Use current tax credit percentage as an estimate)		9.00%
<b>TOTAL TAX CREDIT REQUEST: (SEE NOTE BELOW)</b>		<b>\$642,546</b>
	AddIn Credits of 40,469	

The maximum tax credit may be calculated by utilizing the current tax credit percentage rate for the 30% present value credit or the 70% present value credit.

Applicable tax credit percentages will be established when fixed by the owner or when development is placed-in-service.

If development is eligible for Historic Tax Credit, include a complete breakdown of the determination of eligible basis for the Historic Credit with the application. If the development's basis has been adjusted because it is in a high cost area or qualified census tract, the actual deduction for the Historic Cost Items must be adjusted by multiplying the amount of 130%.

**DEVELOPMENT SCHEDULE**

<b>ACTIVITY</b>	<b>SCHEDULED DATE: Month/Year</b>
<b>A. SITE</b>	
Option/Contract	Feb-11
Environmental Clearance	Feb-11
Site Acquisition	Apr-11
Zoning Approval	Done
Site Engineering	Dec-10
<b>B. FINANCING</b>	
<b>1. Construction Loan</b>	
Loan Application (signed by lender)	Sep-10
Conditional Commitment	Feb-11
Firm Commitment	Apr-11
Closing	Apr-11
<b>2. Permanent Loan</b>	
Loan Application	Sep-10
Conditional Commitment	Feb-11
Firm Commitment	Apr-11
Closing	Apr-11
<b>3. Tax Credit Equity</b>	
Preliminary Commitment	Sep-10
Firm Commitment	Apr-11
Partnership Closing	Apr-11
<b>4. HOME Funds</b>	
Reservation	Sep-10
Commitment	Feb-11
Closing	Apr-11
<b>5. Other Loans &amp; Grants</b>	
Type & Source - LCDC	Done
Application	Done
Award	Done
<b>6. Other Loans &amp; Grants</b>	
Type & Source - CDBG	Done
Application	Done
Award	Done
<b>C. PLANS AND SPECIFICATIONS</b>	
	Feb-11
<b>D. CONSTRUCTION BEGINS</b>	
	Apr-11
<b>E. COMPLETION OF CONSTRUCTION</b>	
	Jun-12
<b>F. LEASE-UP</b>	
	4/2012 -9/2012
<b>G. CREDIT PLACED-IN-SERVICE DATE</b>	
	12/31/2012

**Capital Contribution Schedule**

<b>Amount</b>	<b>Date</b>
\$804,708	4/1/2011
\$3,487,068	10/1/2012
\$804,708	11/1/2012
\$268,236	1/1/2013

**PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** September 26, 2011  
**FROM:** David E. Shults, Capital Program Manager *D.E.S.*  
**SUBJECT:** Change Order #8 for Contractors Northwest for WWTP Phase 5B

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**DECISION POINT:**

The City Council is requested to approve Change Order #8, for an increased cost of \$77,540 to the City's agreement with Contractors Northwest, Inc., for a total construction contract amount of \$11,212,224.

**HISTORY:**

Construction of the Phase 5B project improvements is approximately 97 percent complete. Phase 5B includes a new administration/lab building and a multi-bay garage, which are complete and currently occupied by the City's wastewater staff. Phase 5B also includes a biosolids digester, a digester control building, a biogas control building, extension of the below-grade utilidor, improvements to the operator control building, and improvements to the solids control building. The project is scheduled for completion in October 2011.

Change Order #8 includes twenty-five changes to the plans and specifications that were made by project consultant, HDR Engineering and City staff. Descriptions of the change items are included in the attached letter from HDR Engineering.

The change order includes:

- twelve items that revised the design in the field to resolve constructability conflicts;
- four items to address unanticipated site conditions;
- five items requested by city staff to improve functionality, safety, operation, or maintenance;
- three rework items for which the design engineer assumes responsibility and will reimburse the City;
- one item for a credit to the City for the contractor to reduce specified work; and
- a ten-day time extension for completion of the work.

HDR and city staff negotiated the elements and costs of the change order, and believe they are fair and reasonable, and that the changes are necessary.

**FINANCIAL ANALYSIS:**

Phase 5B Construction Costs

Building Permits	82,948
Equipment Prepurchase	125,000
Archeological Monitoring	7,486
Construction Engineering and Inspection	1,999,478
Construction Bid	10,632,100
Construction Change Order #1	48,801
Construction Change Order #2	78,850
Construction Change Order #3	64,804
Construction Change Order #4	105,280

Construction Change Order #5	99,836
Construction Change Order #6	51,746
Construction Change Order #7	53,267
<u>Construction Change Order #8 (new)</u>	<u>77,540</u>
Total Phase 5B construction project cost	13,427,136

Assumed Project Contingency 631,579 (5% of Construction and Engineering)

-Engineer's original Construction Contract Cost Estimate	12,314,000 (-5% to +10%)
-Original Construction Contract Amount	10,632,100
-Current Construction Contract Amount	11,212,224
-Current construction cost increases	580,124
-Current construction change order percentage	5.5%

Funding: Construction of Phase 5B is a two year project partially funded by a \$12M loan from DEQ at an annual interest rate of 0.5% repayable over a 20 year period, and partially funded by approximately \$1,500,000 cash reserves in the City's Wastewater Fund. The City budget for the first year in FY 09/10 was \$8,514,436. The current FY 10/11 City budget for the second year is \$7,500,000.

**DISCUSSION:**

The project involves seven different structures and associated building permits, a combination of heavy industrial construction and architectural commercial building construction, and loan funding mandates for use of only American made materials, payment of Davis-Bacon prevailing wages, and extensive documentation and reporting. The change orders to date are within reason (5.5%) and the project team continues to work together to identify and quickly resolve issues on the project site that were not anticipated in the original plans and specifications. Working together to quickly identify and approve necessary changes has reduced costs associated with delays. Many of the change items result in improvements for better operations, maintenance, and safety. The change order items on the project are typical of a project of this complexity, the project is progressing close to schedule after 20 months of work, and the cost of construction is \$486,076 less than the originally anticipated cost for the project.

**DECISION POINT/RECOMMENDATION:**

The City Council is requested to approve Change Order #8, for an increased cost of \$77,540 to the City's agreement with Contractors Northwest, Inc., for a total construction contract amount of \$11,212,224.

Attachment

des1455

September 19, 2011

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

**RE: City of Coeur d'Alene Wastewater Treatment Plant  
Phase 5B Solids Processing Improvements  
Change Order No. 8 for Contractors Northwest, Inc. (CNI)**

Dear Mr. Shults:

Please find attached, for your review and approval, the recommended Change Order No. 8 for the above referenced project.

### **Summary**

The total for the recommended Change Proposal Requests included in Change Order No. 8 is \$77,540.00. This results in an increase in the contract price from \$11,134,684.00 to a revised contract price of \$11,212,224.00

Please note that the original Opinion of Probable Construction Cost (i.e., cost opinion) range, published at the time of the project bid, was from \$11,700,000 to \$13,500,000 with a base cost opinion of \$12,314,000. The median of bids from pre-qualified contractors prior to award of the contract was \$12,335,000, and the average was \$12,440,000. The revised contract price, reflecting this Change Order, remains \$487,776 less than the low end of the original cost opinion presented prior to the bid.

Also, as further described below, HDR has agreed to contribute \$1,059 for re-location of grab bars in the Collections Maintenance Garage locker rooms to meet ADA requirements, \$1,249 for shower modifications in the Collections Maintenance Garage to meet ADA requirements, and \$1,292 for re-location of maintenance access doors for an air handling unit within the Collections Maintenance Garage. HDR's contribution will reimburse the City for issues which required corrective action following initial installation of the items.

### **Change Proposal Requests**

This Change Order No. 8 incorporates the Change Proposal Requests (CPRs) attached to this letter of transmittal and are summarized below:

**CPR No. 22 – Administration Laboratory Beam Steel Addition.** This Change Proposal Request involves installation of an additional 325 pounds of reinforcing steel identified in the

field to be needed for proper installation of the Administration/Laboratory Building Structural systems. This change item is a cost addition of \$313.00 to the original contract amount. A change to the contract duration was not required for this change item.

**CPR No. 70 – SCADA Fiber Ring Addition.** During the start of construction, representatives from the City and Trindera, Inc. conducted a plant Supervisory Control and Data Acquisition System (SCADA) workshop to review the site communications plan and discuss options for the SCADA fiber optic communications architecture. During that meeting, it was determined that a more robust and secure arrangement should be created for the fiber optic communications network that is critical to plant control and data archiving. At that time, it was decided to install a full fiber optic ring communications network configuration that would allow plant communications to seamlessly function even in the event of an unintentional interruption of the communications ring. The installation of the ring network required replacement of five (5) network switches on-site, re-location of an existing switch located at the centrifuge control panel and purchase of one spare network switch.

Also included as part of this change item is the purchase of the Wonderware historian software needed for historical archiving of critical plant functions and performance data. The software, valued at approximately \$14,350 (software cost only), was originally planned for City purchase separate from the construction contract. Purchase of the software is completed by the Contractor's system integrator at no markup to the City, which is better pricing than the City could obtain by purchasing direct. This change item is a cost addition of \$32,774.00 to the original contract amount. A change to the contract duration was not required for this change item.

**CPR No. 71 – Administration/Laboratory Stair Wells Concrete Stops at 2<sup>nd</sup> Floor Landing.** This Change Proposal Request involves the addition of metal stops on the second floor landing concrete and metal stair platform at the Administration/Laboratory Building. During construction, it was determined the addition of the metal stops (including welding and metal coatings system) would provide a better architectural look and better long-term function of the concrete at the landing. This change item is a cost addition of \$710.00 to the original contract amount. A change to the contract duration was not required for this change item.

**CPR No. 95 – Shower Modifications at Collections Maintenance Garage.** This Change Proposal Request involves modification of the configuration of the showers in the Collections Maintenance Garage to provide for ADA access. During a preliminary building inspection, it was determined that the shower fixtures as designed and permitted would not meet ADA compliance and would need to be reconfigured to include a handheld shower. As a result of this required re-work, HDR has agreed to contribute \$1,249 toward the completion of this change item resulting in no additional cost to the City. HDR will reimburse the City for this cost in a future professional services invoice. This change item is a cost addition of \$1,249.00 to the original contract amount. A change to the contract duration was not required for this change item.

**CPR No. 107 – Revise AHU 8201 Installation.** This Change Proposal Request involves re-location of the access housing and electrical disconnect on the air handling unit installed in the Collections Maintenance Garage above the cart storage area. This modification provides better access to the air handler motor cabinet for safer operation and maintenance access during routine maintenance activities. As a result of this required re-work, HDR has agreed to contribute \$1,292 toward the completion of this change item resulting in no additional cost to the City. HDR will reimburse the City for this cost in a future professional services invoice. This change item is a cost addition of \$1,292.00 to the original contract amount. A change to the contract duration was not required for this change item.

**CPR No. 130 – Add Door Dead Bolts.** This Change Proposal Request involves installation of keyed dead bolts on the restrooms with the key access from the lobby area and thumb-turn access from the restrooms. This change provides for greater security and will help to prevent unauthorized access of the facilities. This change item is a cost addition of \$929.00 to the original contract amount. A change to the contract duration was not required for this change item.

**CPR No. 142 – Add Joist Loading Angles at Administration/Laboratory Building.** This Change Proposal Request involves installation of additional joist support angles to meet added loading conditions at the Administration/Laboratory Building. The added loading members were determined to be necessary by the Contractor and Engineer during field installation, and were not included as part of the original structural system. This change item is a cost addition of \$3,098.00 to the original contract amount. A change to the contract duration was not required for this change item.

**CPR No. 146 – Collection Maintenance Garage Joist & Dividing Wall Interface.** This Change Proposal Request involves installation of nine (9) additional steel embed needed for structural steel installation in the Collections Maintenance Garage. The added steel bearing plates were determined to be necessary by the Contractor and Engineer during field installation, and were not included as part of the original structural system. This change item is a cost addition of \$1,904.00 to the original contract amount. A change to the contract duration was not required for this change item.

**CPR No. 147 – Add ¼ IN x 6 IN Continuous Plates at Administration/Laboratory.** This Change Proposal Request involves installation of embedded steel attachment plates including sand blasting and painting for the Administration/Laboratory Building joist outriggers. The added steel embed plates were determined to be necessary by the Contractor and Engineer during field installation, and were not included as part of the original structural system. This change item is a cost addition of \$3,284.00 to the original contract amount. A change to the contract duration was not required for this change item.

**CPR No. 149 – Operations Control Building Platform Diagonals Modification.** This Change Proposal Request involves modification to nine (9) 2 ½” tube steel members and five (5) 4x4 tube steel members at the Operations Control Building HVAC platform to provide for needed clearance within the operations area. This change item is a cost addition of



\$1,613.00 to the original contract amount. A change to the contract duration was not required for this change item.

**CPR No. 163 – Asbestos Abatement at Sludge Pump House.** This Change Proposal Request involves removal and legal disposal of hazardous materials (asbestos containing roofing materials and asbestos boiler flue insulation) located at the existing Sludge Pump House. The City conducted a pre-project hazardous materials survey through Strata Geotechnical Engineering & Materials Testing, Inc. The original survey did not initially identify the subject materials which were identified during building demolition activities. This change item is a cost addition of \$3,328.00 to the original contract amount. A change to the contract duration was not required for this change item.

**CPR No. 166 – Straighten and Re-couple CS and DS Lines in Sludge Pump House Basement.** This Change Proposal Request involves required field revisions to the existing circulated and digested sludge pipelines located at the north side of the existing Sludge Pump House basement. The existing buried pipelines were slightly skewed and required minor piping modifications to fit the new piping layout planned. This change item is a cost addition of \$1,666.00 to the original contract amount. A one-day change to the contract duration was required for this change item.

**CPR No. 167 – Digester Gas Piping Modifications.** This Change Proposal Request involves installation of modifications to the new Digester No. 5 gas piping as a result of the Varec digester gas safety equipment manufacturer's site visit. The gas system field engineer recommended installation of a gas drip leg at the digester gas padding valve, installation of an additional isolation valve and union at each drip trap, and extension of the pressure sensing line where it connects to the 3-DG pipeline. These modifications will enhance system safety and maintenance flexibility. This change item is a cost addition of \$1,865.00 to the original contract amount. A one-day change to the contract duration was required for this change item.

**CPR No. 168 – Flow Control Valve Electrical Editions.** This Change Proposal Request involves installation of power feed to five (5) flow control valves at the Solids Handling Building, Sludge Pump House and Digester Control Building. The flow control valves were originally shown to only receive control and signal wiring. During installation, it was determined that 480V power would be required for each of these valves. This change item is a cost addition of \$4,270.00 to the original contract amount. A one-day change to the contract duration was required for this change item.

**CPR No. 169 – Grab Bar Elevation Change in Shower Stalls.** This Change Proposal Request involves modification of the configuration of the grab bars in the locker rooms for the Collections Maintenance Garage for ADA access. During the building inspection, it was determined that the grab bars as installed would not meet ADA compliance and were required to be re-located. As a result of this required re-work, HDR has agreed to contribute \$1,059 toward the completion of this change item resulting in no additional cost to the City. HDR will reimburse the City for this cost in a future professional services invoice. This

change item is a cost addition of \$1,059.00 to the original contract amount. A change to the contract duration was not required for this change item.

**CPR No. 170 – Soffit Light Modification at Administration/Laboratory Building.** This Change Proposal Request involves providing twelve (12) new soffit lights at the Administration/Laboratory Building lobby. The light fixtures were added to provide the intended architectural lighting affect for the lobby area, and were sized to enable the fixtures to fit within the lobby area soffit without the fixtures being visible to the public. This change item is a cost addition of \$1,901.00 to the original contract amount. A change to the contract duration was not required for this change item.

**CPR No. 171 – Paint Exterior Doors at Administration/Laboratory and Collections Maintenance Garage.** This Change Proposal Request involves adding epoxy painting of the exterior doors at the Administration/Laboratory and Collections Maintenance Garage Buildings that was removed previously from the project in an earlier change item. Subsequent to the previous change, it was determined that the original high tech epoxy coatings should be provided for all doors that will be exposed to sunlight and high temperature conditions for longevity. This change item is a cost addition of \$2,873.00 to the modified contract amount. A change to the contract duration was not required for this change item.

**CPR No. 172 – Remove Asphalt at Center Access Drive.** This Change Proposal Request involves the addition of pavement demolition and pavement replacement for approximately 155 square yards of asphalt concrete pavement. During construction of the Collections Maintenance Garage parking area and driveway, it was determined that the condition of the plant center access drive pavement was in poor condition and was in need of replacement. This change item is a cost addition of \$6,891.00 to the original contract amount. A change to the contract duration was not required for this change item.

**CPR No. 173 – Level Indicator Access Issues at Sludge Pump House.** This Change Proposal Request involves unforeseen concrete wall sawcutting, demolition and excavation to install new level indicators at existing Digesters No. 2. The space between the Sludge Pump House and Digester No. 2 was inaccessible prior to construction and the construction debris left over from previous projects was unforeseen. The material had to be removed to allow for proper installation of the level indicators. This change item is a cost addition of \$1,994.00 to the original contract amount. A change to the contract duration was not required for this change item.

**CPR No. 174 – Leave Temporary Yard Pipe In-Place.** During installation of the new Digester Control Building, the Contractor was required to install temporary small diameter piping for various plant services to enable construction of the new building. Following connection of the new services within the new facilities, the Contractor was originally required to fully remove these temporary service pipelines. This change item provides a cost decrease of \$3,000.00 to the original contract amount and allows the Contractor to abandon the small diameter piping in-place without removal. The piping to remain in place will not

have an impact on future plant construction activities. A change to the contract duration was not required for this change item.

**CPR No. 176 – Structural Calculations for Steel Supported Cable Rails.** This Change Proposal Request involves the addition of structural calculations needed for the steel cable rails installed at the Administration/Laboratory Building. The calculations, not originally specified as part of the rail system specifications, were necessary from the rail designer to ensure the building railing system meets current code requirements. This change item is a cost increase of \$896.00 to the original contract amount. A change to the contract duration was not required for this change item.

**CPR No. 180 – Expansion Tanks for Domestic Hot Water in Administration/Laboratory Building and Collections Maintenance Garage.** This Change Proposal Request involves adding hot water expansion tanks for the domestic hot water heaters that were not included in the original design. This change item is a cost increase of \$1,185.00 to the original contract amount. A change to the contract duration was not required for this change item.

**CPR No. 181 – Washer/Dryer in Collections Maintenance Garage.** This Change Proposal Request involves installation of plumbing, electrical and venting facilities in the Collections Maintenance Garage to accommodate washer/dryer facilities within the building. This change item is a cost increase of \$2,788.00 to the original contract amount. A change to the contract duration was not required for this change item.

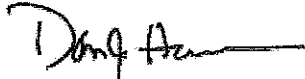
**CPR No. 182 – Concentric Reducer at FAD Line Connection of Existing FAD Line to 42 IN Tee.** This Change Proposal Request involves manufacture and installation of an additional FRP fitting to enable connection of the foul air duct serving the Solids Handling Building and preliminary treatment area with the remainder of the foul air collection system. This change item is a cost increase of \$1,356.00 to the original contract amount. A seven-day change to the contract duration is recommended to be allowed for this change item, due to the time associated with manufacture of the FAD FRP fitting and impact on the project schedule.

**CPR No. 183 – Shorten Countertop in Administration/Laboratory Building Kitchen.** This Change Proposal Request involves modification of the countertop within the Administration/Laboratory Building kitchen to provide for additional egress from the kitchen area to the exterior deck. The change involves removal of 30 IN of countertop and patching, painting and cleanup of the cut countertop surface. This change item is a cost increase of \$1,302.00 to the original contract amount. A change to the contract duration was not required for this change item.

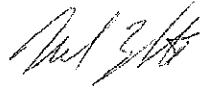
Mr. Dave Shults  
September 19, 2011  
Page 7

Based upon the above, a ten (10) calendar-day time extension (to the date of substantial completion and date of final completion) has been formally included as part of this Change Order. Please contact either of us if you require additional explanation or information.

Sincerely,  
HDR ENGINEERING, INC.



Dan J. Harmon, P.E  
Project Manager



Michael Zeltner, P.E  
Project Engineer

- c. David Keil, HDR Engineering, Inc.  
Don McIntosh, Contractors Northwest, Inc.

Enclosures: Change Order No. 8 w/ associated CPRs



CHANGE ORDER NO. 8

OWNER: City of Coeur d'Alene, ID

DATE: September 19, 2011

CONTRACTOR: Contractors Northwest, Inc.

HDR PROJECT NO.: 134317

PROJECT: City of Coeur d'Alene Wastewater Treatment Plant Phase 5B Solids Processing Improvements

CONTRACT DATE: January 19, 2010

CONTRACT PERIOD: August 2, 2011 to September 19, 2011

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

Provide all materials, labor and equipment necessary for the work outlined in the CPRs listed in the table below. CPRs, including back-up documentation, are attached to this Change Order.

<u>CPR</u>	<u>Description</u>	<u>Time Extension (Calendar Days)</u>	<u>Cost</u>
022	Administration Laboratory Beam Steel Addition	0	\$313.00
070	SCADA Fiber Ring Addition	0	\$32,774.00
071	Administration/Laboratory Stair Wells Concrete Stops at 2nd Floor Landing.	0	\$710.00
095 Rev 1	Shower Modifications at Collections Maintenance Garage	0	\$1,249.00
107	Revise AHU 8201 Installation	0	\$1,292.00
130	Add Door Dead Bolts	0	\$929.00
142	Add Joist Loading Angles at Administration/Laboratory Building	0	\$3,098.00
146	Collection Maintenance Garage Joist And Dividing Wall Interface	0	\$1,904.00
147	Add ¼ IN x 6 IN Continuous Plates at Administration/Laboratory	0	\$3,284.00
149	Operations Control Building Platform Diagonals Modification	0	\$1,613.00
163	Asbestos Abatement At Sludge Pump House	0	\$3,328.00
166	Straighten and Re-couple CS and DS Lines In Sludge Pump House Basement	1	\$1,666.00
167	Digester Gas Piping Modifications	1	\$1,865.00
168	Flow Control Valve Electrical Additions	1	\$4,270.00
169	Grab Bar Elevation Change in Shower Stalls	0	\$1,059.00
170	Soffit Light Modification at Administration/Laboratory Building	0	\$1,901.00
171	Paint Exterior Doors At Admin Lab & Maint. Garage	0	\$2,873.00
172	Remove Asphalt at Center Access Drive	0	\$6,891.00
173	Level Indicator Issues at Sludge Pump House	0	\$1,994.00
174	Leave Temporary Yard Pipe in Place	0	(\$3,000.00)
176	Structural Calculations for Steel Supported Cable Rails	0	\$896.00
180	Expansion Tanks For Domestic Hot Water	0	\$1,185.00
181	Washer/Dryer in Collections Maintenance Garage	0	\$2,788.00
182	Concentric Reducer at FAD Line	7	\$1,356.00
183	Shorten Countertop in Administration/Laboratory Building Kitchen	0	\$1,302.00
<b>Change Proposal Requests Total Amount</b>		<b>10</b>	<b>\$77,540.00</b>

**CHANGE ORDER SUMMARY**

**Contract Price:**

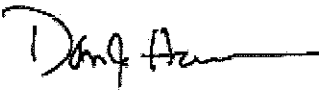
Contract Price prior to this Change Order	\$11,134,684.00
Net Increase/Decrease of this Change Order	\$77,540.00
<b>Revised Contract Price with all Approved Change Orders</b>	<b>\$11,212,224.00</b>

**Contract Time:**

	Substantial Completion of Bid Item Nos. 2 and 3	Substantial Completion of All Work	Final Completion of All Work
Contract Time Prior to this Change Order	410 Calendar Days	550 Calendar Days	590 Calendar Days
Net increase of this Change Order	0	10	10
<b>Revised Contract Time With All Approved Change Orders</b>	<b>410 Calendar Days</b>	<b>560 Calendar Days</b>	<b>600 Calendar Days</b>

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

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

Approved for HDR Engineering, Inc. By:  \_\_\_\_\_ Date: September 19, 2011

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

Distribution: Owner, Contractor, Office, Field, File.

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kathy Lewis / 9/12/2011  
Department Name / Employee Name / Date  
Request made by: Glen Brandvold / 505-296-4394  
Name / Phone  
909 Cuatro Cerros Trail SE Albuquerque, NM / 87123  
Address

The request is for:  Repurchase of Lot(s)  
/ / Transfer of Lot(s) from \_\_\_\_\_ to \_\_\_\_\_

Niche(s): 31, \_\_\_\_\_, \_\_\_\_\_  
Lot(s): \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ Block: K Section: Forest

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

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

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

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

Title transfer fee (\$ N/A ) attached\*\*.

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

**ACCOUNTING DEPARTMENT** Shall complete the following:

Attach copy of original contract.

Vornie Jensen  
Accountant Signature

**CEMETERY SUPERVISOR** shall complete the following:

1. The above-referenced Lot(s) is/are certified to be vacant:  Yes / / No

2. The owner of record of the Lot(s) in the Cemtery Book of Deeds is listed as:

Glen Brandvold

3. The purchase price of the Lot(s) when sold to the owner of record was \$ 800.00 per lot.

RDE / 9/29/11  
Supervisor's Init. Date

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

1. Quit Claim Deed(s) received: / / Yes / / No.

Person making request is authorized to execute the claim: [Signature] / 9-20-11  
Attorney Init. Date

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

Susan K. Weather / 9-26-11  
City Clerk's Signature Date

**COUNCIL ACTION**

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

**CEMETERY SUPERVISOR** shall complete the following:

Change of ownership noted/recorded in the Book of Deeds: / / Yes / / No

Cemetery copy filed / /; original and support documents returned to City Clerk / /

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

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

# ANNOUNCEMENTS



# Memo to Council

DATE: September 21, 2011

RE: Appointments to Boards/Commissions/Committees

The following re-appointment is presented for your consideration for the <sup>Oct. 4</sup>~~July 17th~~  
Council Meeting:

JIM ELDER                      PARKING COMMISSION (representing LCDC)

A copy of the data sheet is in front of your mailboxes.

Sincerely,

Amy Ferguson  
Executive Assistant

cc: Susan Weathers, Municipal Services Director  
Troy Tymesen, Parking Commission Liaison

# Memo to Council

DATE: September 27, 2011

RE: Appointments to Boards/Commissions/Committees

The following re-appointments are presented for your consideration for the October 4th Council Meeting:

BRUCE HATHAWAY  
JAY LEE

CDA TV Committee  
CDA TV Committee

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

Sincerely,

Amy Ferguson  
Executive Assistant

cc: Susan Weathers, Municipal Services Director/CDA TV Liason

# Memo to Council

DATE: September 27, 2011

RE: Appointments to Boards/Commissions/Committees

The following appointment is presented for your consideration for the October 4th Council Meeting:

WYATT TRULL                      Natural Open Space Committee (Ad Hoc)  
(Student Representative)

A copy of the data sheet is in front of your mailboxes.

Sincerely,

Amy Ferguson  
Executive Assistant

cc: Susan Weathers, Municipal Services Director  
Doug Eastwood, NOSC Liaison

OTHER BUSINESS

ORDINANCE NO. \_\_\_\_\_  
COUNCIL BILL NO. 11-1024

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM R12 TO C-17L, SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: +/- 6.035 ACRE PARCEL NORTH OF EMMA AVE., WEST OF NORA ST., BOUND BY INTERLAKE MEDICAL OFFICES & 923 W. EMMA AVE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after public hearing on the hereinafter provided amendments, and after recommendation by the Planning Commission, it is deemed by the Mayor and City Council to be for the best interests of the City of Coeur d'Alene, Idaho, that said amendments be adopted; NOW, THEREFORE,

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

**SECTION 1.** That the following described property, to wit:

**ALL OF BLOCKS 2, 3, & 4 OF KOOTENAI ADD TO CDA, TOGETHER WITH FT SHERMAN ABAND MIL RES, TX #1611 IN LT 14.**

is hereby changed and rezoned from R-12 (Residential at 12 units/acre) to C-171 (Limited Commercial at 17 units/acre).

**SECTION 2.** That the Zoning Act of the City of Coeur d'Alene, known as Ordinance No. 1691, Ordinances of the City of Coeur d'Alene, is hereby amended as set forth in Section 1 hereof.

**SECTION 3.** That the Planning Director is hereby instructed to make such change and amendment on the three (3) official Zoning Maps of the City of Coeur d'Alene.

**SECTION 4.** All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 5.** After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

APPROVED this 4<sup>th</sup> day of October 2011.

---

Sandi Bloem, Mayor

ATTEST:

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Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_

**Zone Change – ZC-3-11  
Interlake Medical Center**

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM R12 TO C-17L, SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: +/- 6.035 ACRE PARCEL NORTH OF EMMA AVE., WEST OF NORA ST., BOUND BY INTERLAKE MEDICAL OFFICES & 923 W. EMMA AVE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. \_\_\_\_\_ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

---

Susan K. Weathers, City Clerk

**STATEMENT OF LEGAL ADVISOR**

I, Warren J. Wilson, am a Chief Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. \_\_\_\_\_, ZC-3-11 Interlake Medical Center, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 4<sup>th</sup> day of October, 2011.

---

Warren J. Wilson, Chief Civil Deputy City Attorney



INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

**September 26, 2011**  
**PUBLIC WORKS COMMITTEE**  
**MINUTES**

**COMMITTEE MEMBERS PRESENT**

Council Member Deanna Goodlander  
Council Member Woody McEvers

**STAFF PRESENT**

Jon Ingalls, Deputy City Admin.  
Amy Ferguson, Executive Assistant  
Dave Shults, Capital Program Manager  
Troy Tymesen, Finance Director

**Item 1            WWTP Phase 5B Construction Contract Change Order #8**  
**Consent Calendar**

Dave Shults, Capital Program Manager, presented a request for approval of Change Order #8, for an increased cost of \$77,540 to the city's agreement with Contractors Northwest, Inc., for a total construction contract amount of \$11,212,224.

Mr. Shults noted in his staff report that construction of the Phase 5B project improvements is approximately 97% complete. Change Order #8 includes twelve items that revised the design in the field to resolve constructability conflicts; four items to address unanticipated site conditions; five items requested by city staff to improve functionality, safety, operation, or maintenance; three rework items for which the design engineer assumes responsibility and will reimburse the city; one item for a credit to the city for the contractor to reduce specified work; and a ten-day time extension for completion of the work. HDR and city staff negotiated the elements and costs of the change order, and believe they are fair and reasonable, and that the changes are necessary. Mr. Shults further noted in the staff report that the change orders to date are within reason (5.5%) and the project team continues to work together to identify and quickly resolve issues on the project site that were not anticipated in the original plans and specifications. The change order items on the project are typical of a project of this complexity, the project is progressing close to schedule after 20 months of work, and the cost of construction is \$486,076 less than the originally anticipated cost for the project.

Mr. Shults noted that some of the changes were completed at the beginning of the project but the paperwork and negotiations for payment were just recently completed. He expects that there will be one more change order to finish up the project. He further noted that the construction cost increase for the project are \$580,000 but the assumed contingency is \$631,579, so the project is still under budget and he expects that it will continue to be under that contingency through the end of the project.

Councilman McEvers asked about the shower modifications. Mr. Shults said that there are locker rooms and showers in the new collection division/garage/administration area so that staff can clean up when necessary. Councilman McEvers expressed appreciation for the engineering consultant picking up the cost for the ADA modifications. Mr. Shults noted that even though those areas are debatably not open to the public, there are sometimes tours and other events that come into the area, and there is also the possibility that a person with disabilities might be hired in the future.

Councilman McEvers asked about the cost for the door dead bolts. Mr. Shults explained that it is quite a process to add those to wood doors. The contractor's project management costs are also included, which involve processing the change, managing it through the subs, suppliers, and everyone involved.

Councilman McEvers asked about the grab bar elevation change in the shower stalls. The city's building inspector discovered the error in providing ADA positioning of the bars, and the city's engineering consultant is willing to pay for that rework item.

Councilman McEvers asked about the cost for painting the exterior doors. Mr. Shults said that there are probably about 7 or 8 doors and the paint is not the typical \$20.00/gallon paint. The cost of the paint and the expertise and process involved contributed to the cost.

Councilman McEvers asked about the washer/dryer in the collections maintenance garage. Mr. Shults said that the maintenance workers in the collection division normally were able to share the washer/dryer that the other operators had. Now that they are in their own building, they felt it was appropriate to not have to go somewhere else to wash their coveralls. Mr. Shults confirmed that the facility does its own laundry and that the change order item does not include the washer/dryer, but includes wiring, plumbing, and natural gas changes in order to install the washer/dryer.

Councilman McEvers asked about the cost to shorten the countertops. Mr. Shults noted that when you add up the costs of the labor which involves cutting, patching walls, making special brackets, etc., the specialty company, and project management, the amount submitted is justified.

Councilman McEvers asked about the requirement to use American-made materials and if it had been a battle. Mr. Shults said that it has been a very serious debate throughout the entire country. The best intentions of the stimulus program to use American-made goods and materials, assuming that it would stimulate the economy, have been very difficult to comply with. In reality, Americans use global products. In this particular project, there are a lot of places where American-made products just don't serve the purpose well. The project has been hit pretty hard with all of the additional documentation that has been required by the government for the materials used. They are still in the process of accumulating all of the detailed documentation that they need for every piece of material that goes into the project. They are required to use American-made materials or obtain a variance.

**MOTION by Goodlander, seconded by McEvers, to recommend Council approval Resolution No. 11-034, authorizing Change Order #8, for an increased cost of \$77,540 to the city's agreement with Contractors Northwest, Inc., for a total construction contract amount of \$11,212,224. Motion carried.**

Councilman Goodlander asked Mr. Shults to take a few minutes to discuss the Total Maximum Daily Load (TMDL) requirements for the discharge of phosphorus to the Spokane River, and what the Wastewater Treatment Plant has been doing to improve the city's treatment processes.

Mr. Shults explained that the city has been actively involved in any discussions over the past 12 years or so regarding the TMDL requirements and the pending discharge permit. In Idaho, the Environmental Protection Agency is responsible for issuing the discharge permit. The city has spent a considerable amount of money on attorneys and engineering professionals to help guide them through this process. The region, as a group, questioned the criteria the regulatory agencies were using to develop the TMDL and the corresponding treatment plant discharge permits. Mr. Shults noted that the region can't continue to put the same amount of phosphorus in the river that it has in the past, especially if it wants to grow.

At the time that the TMDL limit was established and draft permit requirements were suggested, there was no technology proven at full-size treatment plants to reduce phosphorus to the level required. So, the city's Wastewater Utility took a proactive approach of pilot testing the most promising technologies. They found that, with a combination of chemicals, biology, fulltime operator attention, and repair of continuous mechanical malfunctions, there are several processes that could conceivably reduce the phosphorus discharges to the levels currently envisioned by the regulators in the pending draft permits. Knowledge gained from the pilot testing has allowed more informed discussed and negotiations regarding discharge permit requirements.

Councilman Goodlander commended the staff at the Wastewater Treatment Plant for the great job that they do.

The meeting adjourned at 4:30 p.m.

Respectfully submitted,

Amy C. Ferguson  
Public Works Committee Liaison

**COEUR D'ALENE CITY  
COUNCIL  
ADDENDUM AGENDA NO. 1  
FOR OCTOBER 4, 2011**



**E. CONSENT CALENDAR**

8. RESOLUTION 11-035: Change Order to Memorandum of Agreement for GeoEngineers

**Staff Report Submitted**

**Posted Oct. 1, 2010**

## Staff Report

To: City Council  
From: H. Sid Fredrickson, Wastewater Supt.  
Date: October 4, 2011  
Subj: Contract Change Order for GeoEngineers

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**DECISION POINT:** Council may wish to authorize Coeur d'Alene's share of on-going cost for facilitation assistance for the TMDL implementation and the new PCB Regional Toxics Task Force not to exceed \$10,000.

**HISTORY:** GeoEngineers were hired several years ago to assist the Spokane River Stewardship Partners (SRSP) with tackling the issues surrounding the TMDL and now the toxics task force to reduce the amount of PCBs entering the river.

This change order is shared equally among the 9 partners. It will allow facilitation services for the next year. By then it is anticipated that all permits will be final and the toxics task force will be solidly in place.

**FINANCIAL ANALYSIS:** The cost will not exceed \$10,000 and is budgeted under "permit assistance."

**PERFORMANCE ANALYSIS:** The SRSP with the help of GeoEngineers has been successful in having the agencies adopt uniform phosphorus levels that all believe can be achieved.

**DECISION POINT:**

Council may wish to authorize Coeur d'Alene's share of on-going cost for facilitation assistance for the TMDL implementation and the new PCB Regional Toxics Task Force not to exceed \$10,000.

RESOLUTION NO. 11-035

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING CHANGE ORDER #3 TO THE MEMORANDUM OF AGREEMENT FOR THE SPOKANE RIVER TOTAL MAXIMUM DAILY LOAD REVIEW.

WHEREAS, the Waste Water Department has requested that the City of Coeur d'Alene approve Change Order #3, a copy of which change order is attached hereto and marked as Exhibit "1" and by reference made a part hereof; and

WHEREAS, the City Council deems it to be in the best interests of the City of Coeur d'Alene and the citizens thereof to approve such change order; NOW, THEREFORE,

BE IT RESOLVED, that the Mayor and City Council of the City of Coeur d'Alene hereby agree to the requested Change Order #3 in the scope of the original specifications and MOU, as set forth above.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and they are hereby authorized to execute any and all documents necessary to effect such change order on behalf of the City of Coeur d'Alene.

DATED this 4<sup>th</sup> day of October, 2011.

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Sandi Bloem, Mayor

ATTEST:

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Susan K. Weathers, City Clerk

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

ROLL CALL:

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

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

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

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

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

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

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



**Change Order No. 3 to the Memorandum of Agreement**

Effective Date: Upon the last date of execution by the Stakeholders  
Project/Task: Spokane River Total Maximum Daily Load Review  
Consultant: Hubbard Gray Consulting, Inc.

**Background:**

This Change Order is applicable to the Memorandum of Agreement (“MOA”) entered into between the Cities of Coeur d’Alene, Post Falls and Spokane, Spokane County, Kaiser Aluminum Fabricated Products, LLC, Avista Corporation dba Avista Utilities (“Avista”), Hayden Area Regional Sewer Board, Inland Empire Paper Company, the Liberty Lake Sewer and Water District (collectively, the “Stakeholders”) and GeoEngineers, Inc., initially in connection with Avista Contract R-36053 (the “Geo Agreement), and which has now been incorporated into Avista Contract R-37498 as “Exhibit B”.

**Description of Change:**

The purpose of this Change Order is to:

- Increase the budget approved under the MOA by \$90,000 for additional services related to the Stakeholders’: 1) Spokane River DO TMDL implementation; 2) Regional Toxics Task Force development and implementation; and 3) coordination on related regional water quality issues for the remainder of 2011 through December 31, 2012 (previous authorized amount under the Geo Agreement was \$290,250); and
- Obtaining Stakeholder approval for Avista to contract directly with Hubbard Gray Consulting, Inc. (“Consultant”) for the provision of the Services previously provided by Consultant as a subcontractor under the Geo Agreement.

**Reason for Changes:**

- The budget approved under the MOA is not adequate to cover the estimated costs for continued on-call services through 2012 as described in Consultant’s attached Memorandum, incorporated into this Change Order and the MOA as “Attachment 1”.
- Contracting directly with Consultant will result in lower costs for the services currently being provided under the GEO Agreement.

**Attachment:** Attachment to Change Order No. 3 – Consultant’s Memorandum to the Stakeholders dated September 1, 2011.

**Compensation:**

The Compensation approved under the MOA will be increased by an additional \$10,000 per Stakeholder for the additional costs described in the Attachment described above.

Budget approved under the MOA and Geo Agreement:	\$290,250
Not-to-Exceed Budget under Consultant’s Agreement:	<u>\$ 90,000</u>
Total Budget approved under the MOA to date:	\$380,250

**Except as set forth in this Change Order, all other terms of the MOA remain in full force and effect.**

This MOA has been signed by each of the Parties’ authorized representatives as set forth below.

**Avista Corporation**

By \_\_\_\_\_

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

**Spokane County**

By \_\_\_\_\_

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

Change Order No. 3 to the Memorandum of Agreement (“MOA”) (continued)

**City of Spokane**

By \_\_\_\_\_

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

**City of Coeur d’Alene**

By \_\_\_\_\_

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

**City of Post Falls**

By *Mayor Greg Faulstich*

Its: Mayor

**Liberty Lake Sewer and Water District**

By \_\_\_\_\_

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

**Kaiser Aluminum Fabricated Products, LLC**

By \_\_\_\_\_

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

**Inland Empire Paper Company**

By \_\_\_\_\_

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

**Hayden Area Regional Sewer Board**

By \_\_\_\_\_

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

**Hubbard Gray Consulting, Inc.**

By \_\_\_\_\_

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

